



ASIC

Australian Securities &
Investments Commission

Commonwealth of Australia Gazette

No. A077/12, Tuesday, 16 October 2012

Published by ASIC

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

Contents

Notices under Corporations Act 2001

12-1271	12-1272	12-1324	12-1334	12-1335	12-1336
12-1337	12-1340	12-1341	12-1344	12-1345	12-1346
12-1350	12-1351	12-1352	12-1353	12-1355	12-1357
12-1358	12-1359				

Company/Scheme deregistrations

Change of company type

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 or from the Administrative Law Co-ordinator in the ASIC office with which you have been dealing.

ISSN 1445-6060 (Online version)
ISSN 1445-6079 (CD-ROM version)

Available from www.asic.gov.au
Email gazette.publisher@asic.gov.au

© Commonwealth of Australia, 2012

This work is copyright. Apart from any use permitted under the *Copyright Act 1968*, all rights are reserved. Requests for authorisation to reproduce, publish or communicate this work should be made to: Gazette Publisher, Australian Securities and Investment Commission, GPO Box 9827, Melbourne Vic 3001

12-1271

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 12-1271.

Commencement

3. This instrument commences on 9 October 2012.

Declaration

4. Chapter 6D of the Act applies to AMPCI Macquarie Infrastructure Management No 1 Limited ACN 108 013 672 (*RE1*), AMPCI Macquarie Infrastructure Management No 2 Limited ACN 108 014 062 (*RE2*) and DUET Investment Holdings Limited ACN 120 456 573 (*DIHL*) as if subsections 711(6) and 723(1) of the Act were omitted.

Where this instrument applies

5. This declaration applies in relation to an offer to issue ordinary shares in RE1 and RE2 and an offer of ordinary shares in RE1 and RE2 for sale by DIHL under the prospectus lodged with ASIC on 10 October 2012 where:
 - (a) the offer to issue is made to all holders of DUET Group Stapled Securities whose address is shown in the register of members on the Record Date as part of the Proposal;
 - (b) the offer for sale by DIHL is made to Macquarie Capital Group Limited ACN 096 705 109 (*Macquarie*) and AMP Capital Holdings Limited ACN 078 651 966 (*AMP Capital*) as part of the Proposal;
 - (c) if the Proposal is approved, under the terms on which a share in RE1 and a share in RE2 is to be traded, each share in RE1 and each share in RE2 can only be transferred together with interests in DUET1, DUET2, DUET3 and an ordinary share in DIHL;

12-1271

- (d) the prospectus contains a statement that no shares in RE1 and RE2 will be issued or sold on the basis of the prospectus after the completion of the Proposal, and in any event, no shares in RE1 and RE2 will be issued or sold under the prospectus more than 13 months after the date of the prospectus;
- (e) the prospectus describes how the consideration for the shares in RE1 and RE2 will be provided if holders of DUET Group Stapled Securities approve the Proposal; and
- (f) the prospectus is accompanied by the notices of meeting and explanatory memorandum dated 10 October 2012 in respect of the Proposal, that is sent to all holders of DUET Group Stapled Securities.

Interpretation

6. In this instrument:

DUET1 means Diversified Utility and Energy Trust No. 1 ARSN 109 363 037.

DUET2 means Diversified Utility and Energy Trust No. 2 ARSN 109 363 135.

DUET3 means Diversified Utility and Energy Trust No. 3 ARSN 124 997 986.

DUET Group Stapled Securities means an interest in DUET 1, an interest in DUET 2, an interest in DUET 3 and an ordinary share in DIHL which, under the terms on which each is to be traded, must be transferred together.

Proposal means the proposal under which ordinary shares in RE1 and RE2 are to be issued to holders of DUET Group Stapled Securities and ordinary shares in RE1 and RE2 are to be sold to Macquarie and AMP Capital, which if approved, would result in an ordinary share in each of RE1 and RE2 being stapled to an ordinary share in DIHL and to interests in each of DUET 1, DUET 2 and DUET 3.

Record Date means 7pm (Sydney time) on 3 December 2012.

Dated this 9th day of October 2012



Signed by Aldona Baranowski
as delegate of the Australian Securities and Investments Commission

12-1272

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 12-1272.

Commencement

3. This instrument commences on 9 October 2012.

Declaration

4. Chapter 6D of the Act applies to AMPCI Macquarie Infrastructure Management No 1 Limited ACN 108 013 672 (*RE1*), AMPCI Macquarie Infrastructure Management No 2 Limited ACN 108 014 062 (*RE2*) and DUET Investment Holdings Limited ACN 120 456 573 (*DIHL*) as if sub-paragraphs 734(5)(a)(vi) and 734(5)(b)(iii) and paragraph 734(6)(e) of the Act were omitted.

Where this instrument applies

5. This declaration applies in relation to an advertisement or publication that directly or indirectly refers to:
 - (a) an offer by RE1 and RE2 to issue ordinary shares in RE1 and RE2 under the prospectus dated 10 October 2012 to all holders of DUET Group Stapled Securities whose address is shown in the register of members on the Record Date as part of the Proposal; and
 - (b) an offer for sale by DIHL of ordinary shares in RE1 and RE2 to Macquarie Capital Group Limited ACN 096 705 109 (*Macquarie*) and AMP Capital Holdings Limited ACN 078 651 966 (*AMP Capital*) as part of the Proposal.

Interpretation

6. In this instrument:

DUET Group Stapled Securities means an interest in Diversified Utility and Energy Trust No. 1 ARSN 109 363 037 (*DUET I*), Diversified Utility and Energy Trust No.

12-1272

2 ARSN 109 363 135 (**DUET 2**), Diversified Utility and Energy Trust No. 3 ARSN 124 997 986 (**DUET 3**) and an ordinary share in DIHL which, under the terms on which each is to be traded, must be transferred together.

Proposal means the proposal under which ordinary shares in RE1 and RE2 are to be issued to holders of DUET Group Stapled Securities and ordinary shares in RE1 and RE2 are to be sold to Macquarie and AMP Capital, which if approved, would result in an ordinary share in each of RE1 and RE2 being stapled to an ordinary share in DIHL and interests in each of DUET 1, DUET 2 and DUET 3.

Record Date means 7pm (Sydney time) on 3 December 2012.

Dated this 9th day of October 2012



Signed by Aldona Baranowski
as delegate of the Australian Securities and Investments Commission

12-1324

**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 [12-1324].

Commencement

3. This instrument commences on the date of gazettal.

Exemption

4. Perseus Mining Limited ACN 106 808 986 (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 91.1A(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;

12-1324

- (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 of 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

12-1324

- (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; or
- (c) a contractor which is:
 - (i) an individual that has:
 - (A) performed work for the issuer, or a related body corporate of the issuer, for more than 12 months; and
 - (B) received 80% or more of their income in the preceding year from the issuer or a related body corporate of the issuer; or
 - (ii) a company where each of the following are satisfied in relation to the company:
 - (A) throughout the previous 12 months, the company has had a contract in place with the issuer, or a related body corporate of the issuer, for the provision of the services of an individual (the *contracting individual*) to the issuer;
 - (B) the contracting individual has performed work for the issuer, or a related body corporate of the issuer, for more than 12 months;
 - (C) the contracting individual has been the only member of the company for more than 12 months; and
 - (D) more than 80% of the aggregate income of the company and the contracting individual from all sources (other than from each other) in the preceding 12 months was received from the issuer or a related body corporate of the issuer;" 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

12-1324

- (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:
- (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.

12-1324

Interpretation

8. In this instrument:

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

Plan means the Perseus Mining Limited Performance Rights Plan, the terms of which are substantially in the same form as those provided to ASIC by Gilbert + Tobin (on behalf of the issuer) on 27 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 9th day of October 2012



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

12-1334

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 12-1334.

Commencement

3. This instrument commences on 4 October 2012.

Declaration

4. Chapter 5C of the Act applies to Shopping Centres Australasia Property Group RE Limited ACN 158 809 851 in its capacity as the responsible entity of the Shopping Centres Australasia Property Retail Trust ARSN 160 612 788 (*Retail Trust*) and the Shopping Centres Australasia Property Management Trust ARSN 160 612 626 (*Management Trust*) as if the following provisions of that Chapter were modified or varied:

- (a) after section 601FE insert:

“601FEA Modification of duties: stapled securities

- (1) This section applies to a registered scheme (the *scheme*) where the interests in the scheme and interests in another registered scheme the *other scheme*) are components of stapled securities.
 - (2) For the purposes of paragraphs 601FC(1)(c) and 601FD(1)(c), an obligation to act in the best interests of the members of the scheme is an obligation to act in the best interests of the members of the scheme having regard to their interests as members of both schemes.
 - (3) For the purposes of paragraphs 601FC(1)(e), 601FD(1)(d) and 601FD(1)(e), and subsection 601FE(1), an obligation to not make use of information, or not make improper use of position, in order to cause detriment to the members of the scheme is an obligation not to do those things in order to cause detriment to the members of the scheme having regard to their membership of both schemes.”;
- (b) in section 601GAA as notionally inserted by ASIC Class Order [CO 05/26]:

12-1334

- (i) in subsection (1) omit “subsections (2) to (8).”, substitute “subsections (2) to (8) and (9A).”;
 - (ii) after subsection (9) insert:

“(9A) The responsible entity may set the issue price of interests in the scheme that are components of stapled securities where all of the following apply:

 - (a) the constitution makes provision for the issue price of stapled securities;
 - (b) the constitution provides that the responsible entity may allocate a proportion of the issue price of the stapled securities to the interests in the scheme;
 - (c) the stapled securities are issued at a price, or in accordance with a formula or method that is to be used to calculate the issue price of stapled securities, which is set out in the constitution; and
 - (d) the responsible entity allocates a proportion of the issue price of the stapled securities to the interests in accordance with the constitution.”;
- (c) after subsection 208(2) as notionally inserted by section 601LC, insert:
- “(2A) Member approval is not required for the giving of a financial benefit and the benefit need not be given within 15 months if all the following conditions are satisfied:
- (a) the benefit either:
 - (i) is given out of the scheme property of a registered scheme; or
 - (ii) could endanger the scheme property;
 - (b) all of the interests in the scheme and all of the interests in another registered scheme are components of stapled securities;
 - (c) the benefit is given by:
 - (i) the responsible entity of the scheme; or
 - (ii) an entity that the responsible entity controls; or

12-1334

- (iii) an agent of, or person engaged by, the responsible entity;
 - (d) the benefit is given to:
 - (i) an entity wholly owned, whether directly or indirectly, by the scheme; or
 - (ii) the other scheme or an entity that is wholly owned, whether directly or indirectly, by the other scheme; or
 - (iii) an entity wholly owned, whether directly or indirectly, jointly by the scheme and the other scheme.
- (2B) For the purposes of this section:
- (a) an entity is wholly owned by another entity if all of the shares or interests (as applicable) in the first-mentioned entity are held by, or held by a nominee for (in the case of the second-mentioned entity being a company), or form part of the trust property of (in the case of the second-mentioned entity being a trust), the second-mentioned entity or a wholly owned entity of it; and
 - (b) a reference to the giving of a benefit to an entity which is a trust is a reference to the giving of a benefit to the trustee of the trust so as to form part of the trust property of the trust or for the benefit of the trust beneficiaries.”;
- (d) insert after section 601PC:

“601PD Stapled securities

For the purposes of this Chapter:

stapled securities means two or more financial products including at least one interest in a registered scheme where:

- (a) under the terms on which each of the products are to be traded, they must be transferred together; and
 - (b) there are no financial products in the same class as those financial products which may be transferred separately.”.
-

12-1334

Where this declaration applies

5. This declaration applies where each ordinary interest in the Retail Trust and each ordinary interest in the Management Trust, must, under the terms on which each is to be traded, only be transferred together (*Stapled Security*).

Where this declaration ceases to apply

6. This declaration ceases to apply if:
- (a) a component of a Stapled Security is issued which on the terms on which it is traded, can be transferred separately without also transferring any other component of a Stapled Security; or
 - (b) any interests in the Retail Trust or the Management Trust (other than ordinary interests or prospective or contingent rights that convert or exchange to Stapled Securities) are issued.

Dated this 4th day of October 2012

A handwritten signature in black ink that reads "Hassan Salem". The signature is written in a cursive style and is followed by a long horizontal line extending to the right.

Signed by Hassan Salem
as a delegate of the Australian Securities and Investments Commission

12-1335

**Australian Securities and Investments Commission
Corporations Act 2001 - Paragraph 1020F(1)(c) – Declaration**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 1020F(1)(c) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 12-1335.

Commencement

3. This instrument commences on 4 October 2012.

Declaration

4. Part 7.9 of the Act applies to Shopping Centres Australasia Property Group RE Limited ACN 158 809 851 in its capacity as the responsible entity of the Shopping Centres Australasia Property Retail Trust ARSN 160 612 788 (*Retail Trust*) and the Shopping Centres Australasia Management Trust 160 612 626 (*Management Trust*) as if section 1017E of the Act were modified or varied as follows:
 - (a) in paragraph 1017E(4)(d) of the Act, omit "one month" and substitute "58 days"; and
 - (b) in paragraph 1017E(4)(e) of the Act, omit "end of that month" and substitute "end of the period referred to in paragraph (4)(d)".

Where this declaration applies

5. This declaration applies in relation to the offer of Stapled Securities to new investors and existing Woolworths members pursuant to a Product Disclosure Statement (the *PDS*) dated 5 October 2012, where the PDS includes a statement to the effect that money paid for the Stapled Securities may be held for up to 58 days starting on the day on which the money was received before the Stapled Securities are issued or the money is returned.

Interpretation

6. In this instrument:

Stapled Security means an interest in the Retail Trust and an interest in the Management Trust which, under the terms on which each is to be traded, must be transferred together.

12-1335

Woolworths means Woolworths Limited ACN 000 014 675.

Dated this 4th day of October 2012

A handwritten signature in black ink, reading "Hassan Salem", followed by a long horizontal flourish line extending to the right.

Signed by Hassan Salem
as a delegate of the Australian Securities and Investments Commission

12-1336

**Australian Securities and Investments Commission
Corporations Act 2001 - Paragraph 1020F(1)(c) – Declaration**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 1020F(1)(c) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 12-1336.

Commencement

3. This instrument commences on 4 October 2012.

Declaration

4. Part 7.9 of the Act applies to Woolworths Limited ACN 000 014 675 (*Woolworths*) as if section 1015C of the Act as modified or varied by ASIC Class Order [07/10] were further modified or varied as follows:
 - (a) by omitting subsection 1015C(6) as notionally inserted into the Act by ASIC Class Order [07/10] and substituting:
 - “(6) For the purpose of subparagraph (1)(a)(ii), where a Statement is in or accompanies a notice of meeting of members of a company, each member of the company is taken to have nominated:
 - (i) the address, or means of receipt, nominated by the member for the purposes of section 249J; or
 - (ii) if the member has not made a nomination under subparagraph (i) above, the address shown in the register of members maintained by the company under Chapter 2C.”

Where this declaration applies

5. This declaration applies in relation to the Product Disclosure Statement that is a component of the Combined Document.
 6. The Combined Document is only given to Existing Members.
 7. The Combined Document is prepared in reliance on subparagraphs 8(b) and 9(a) of ASIC Class Order [07/10].
-

12-1336

Conditions

8. If requested by any member or the member's agent, Woolworths must send a printed copy of the Combined Document to that member or that member's agent at any other address nominated by that member or that member's agent.

Interpretation

9. In this instrument:

Capital Reduction Offer means the offer of Stapled Securities that is made to members of Woolworths in connection with the proposed reduction of the share capital of Woolworths where members will be asked to vote on a resolution to the effect that Woolworths will reduce its share capital in accordance with Division 1 of Part 2J.1 of the Act.

Combined Document means the notice of meeting and the Product Disclosure Statement that is in, or accompanies, the notice of meeting prepared by Woolworths in relation to the Capital Reduction Offer that is dated and lodged with ASIC on 5 October 2012.

Existing Members means persons who are members of Woolworths between 5 October 2012 and 20 November 2012.

Stapled Security means an interest in the Shopping Centres Australasia Property Retail Trust ARSN 160 612 788 and an interest in the Shopping Centres Australasia Management Property Trust ARSN 160 612 626 which, under the terms on which each is to be traded, must be transferred together.

Dated this 4th day of October 2012



Signed by Hassan Salem
as a delegate of the Australian Securities and Investments Commission



12-1337

ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Marshall Insurance Brokers Pty Ltd
ACN 108 329 068 ("the Licensee")
PO Box 3003
Burnley North Vic 3121

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 281518 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 8 October 2012.

Signed

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

12-1340

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

Enabling provisions

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

Title

2. This instrument is ASIC instrument 12-1340.

Commencement

3. This instrument commences on the date that it is signed.

Exemptions

4. Alchemia Limited 071 666 334 (**Alchemia**) does not have to comply with:
 - (a) section 601ED of the Act in relation to the Sale Facility; and
 - (b) Divisions 2 to 5 of Part 7.9 of the Act in relation to an interest in the Sale Facility; and
 - (c) the requirement to hold an Australian financial services licence for the provision of the following financial services:
 - (i) dealing in an interest in the Sale Facility; and
 - (ii) the provision of general advice in relation to an interest in the Sale Facility.
5. To avoid doubt, to the extent Alchemia invites an Ineligible Foreign Shareholder to make an offer to sell AURX Shares or AURX CDI's through the Sale Facility, Alchemia does not have to comply with Division 5A of Part 7.9 of the Act.

Where relief applies

6. The exemptions in paragraphs 4 and 5 apply in relation to the Sale Facility where that facility satisfies all of the following:
 - (a) The financial products that may be sold through the Sale Facility are AURX Shares that will be admitted to quotation on The NASDAQ Global Market or

12-1340

AURX CDIs that will be admitted to quotation on the ASX (in which circumstances an AURX Share may be transferred to CHESSE Depository Nominees Pty Ltd for the purposes of converting that AURX Share into an AURX CDI);

(b) under the terms of the Sale Facility:

- (i) the AURX Shares of Ineligible Foreign Shareholders (or AURX CDIs representing such AURX Shares) to be sold through the facility are pooled; and
- (ii) a Sale Agent either:
 - (A) sells the AURX Shares in the ordinary course of trading on the NASDAQ Global Market; or
 - (B) the AURX CDIs in the ordinary course of trading on the financial market operated by ASX;
- (iii) the proceeds of the sale net of expenses (to the extent (if any) that they are not met by Alchemia) are distributed by Alchemia to Ineligible Foreign Shareholders; and
- (iv) each Ineligible Foreign Shareholder is paid by Alchemia their proportion of the proceeds of sale as soon as practicable and, in any event, within 25 business days after the Implementation Date.

7. The Scheme Booklet contains

- (a) information about any expenses relating to the sale of AURX Shares and/or AURX CDIs that will be paid by the Ineligible Foreign Shareholders;
- (b) information about how the proceeds of sale of AURX Shares and/or AURX CDIs sold through the facility will be allocated between Ineligible Foreign Shareholders; and
- (c) information about any other significant characteristics or features of the Sale Facility or of the rights and obligations of persons who participate in the Sale Facility.

Exclusions from reliance

- 8. Alchemia is excluded from relying on the exemption in subparagraph 4(c) of this instrument if it becomes aware of matters that give it reason to believe it has failed in a material respect to disclose information required by paragraph 7 and it does not give full particulars of the failure to ASIC in writing within 15 business days after becoming so aware.

12-1340

Expiration

9. This instrument expires on 31 March 2013.

Interpretation

In this instrument:

ASX means ASX Limited ACN 008 624 691.

AURX CDI means a CHESS depositary interest which represents an AURX Share.

AURX Share means a fully paid ordinary share in the common stock of Audeo Oncology, Inc.

Eligible Shareholder means an Alchemia shareholder as at the scheme record date whose registered address on the Alchemia share register is in:

- (a) Australia, New Zealand, the USA, the United Kingdom, France, Germany, the Netherlands, Switzerland, Singapore or Hong Kong; or
- (b) any other jurisdiction to which Alchemia reasonably believes that the implementation of the Scheme of Arrangement and issue of AURX CDIs and transfer of AURX Shares to Scheme Shareholders in that jurisdiction is not prohibited, not unduly onerous and not impracticable,

unless ACL determines as at the scheme record date that the requirements of any exemption from applicable regulatory requirements in a relevant jurisdiction is not or is no longer available for any particular ACL shareholder, in which case it may determine that that ACL shareholder is not an Eligible Shareholder.

Implementation Date means the date on which the scheme in connection with the demerger of Audeo Oncology from ACL is implemented.

Ineligible Foreign Shareholder means an Alchemia shareholder who is not an Eligible Shareholder.

Sale Agent means Berne No 132 Nominees Pty Ltd or any other person or persons appointed in accordance with the terms of the Scheme Booklet.

Sale Facility means a facility operated by Alchemia through which an Ineligible Foreign Shareholder's AURX Shares or AURX CDIs are to be sold in accordance with the terms set out in the Scheme Booklet.

Scheme Booklet means the explanatory statement under section 411 of the Act sent to Alchemia shareholders in connection with the proposed demerger of Audeo Oncology, Inc.

12-1340

Scheme Shareholder means a person registered on the register of members of Alchemia as the holder of Alchemia shares on the scheme record date.

Dated this 4th day of October 2012



Signed by Ben Phillips
as a delegate of the Australian Securities and Investments Commission

12-1341

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

Enabling provisions

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

Title

2. This instrument is ASIC instrument 12-1341.

Commencement

3. This instrument commences on the date that it is signed.

Declaration

4. ASIC declares that Chapter 6D of the Act applies to each holder of shares in Audeo Oncology, Inc (**AURX**) as if section 707 were modified or varied by omitting subsections 707(3), (4), (5) and (6).

Where relief applies

5. An **AURX** shareholder makes an offer of **AURX** Shares for sale;
6. The **AURX** Shares were transferred to a holder of shares in Alchemia Limited ACN 071 666 334 (**Alchemia**) or to a Sale Agent under the Scheme of Arrangement within the previous 12 months; and
7. The offer is not made within 12 months of a sale or transfer of the **AURX** Shares by a person (other than **Alchemia**) who:
 - (a) controls **AURX**;
 - (b) 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
 - (c) did not give disclosure to investors under Part 6D.2 of the Act because of section 708 of the Act.

Interpretation

In this instrument:

AURX CDI means a CHESSE depositary interest which represents an **AURX** Share.

AURX Share means a fully paid ordinary share in the common stock of Audeo Oncology, Inc.

12-1341

Sale Agent means Berne No 123 Nominees Pty Ltd or any other person or persons appointed to operate the Sale Facility.

Sale Facility means a facility operated by Alchemia through which an Ineligible Foreign Shareholder's AURX Shares or AURX CDIs are to be sold in accordance with the terms set out in the Scheme Booklet.

Scheme of Arrangement means a compromise or arrangement under Part 5.1 of the Act between Alchemia and its members as detailed in the explanatory statement lodged with ASIC on 27 August 2012.

Scheme Shareholder means a person registered on the register of members of Alchemia as the holder of Alchemia shares on the scheme record date.

Dated this 4th day of October 2012



Signed by Ben Phillips
as a delegate of the Australian Securities and Investments Commission



12 - 1344

ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Suretrak Global Pty Ltd
ACN 109 200 455 ("the Licensee")
P O Box 7075
Wetherill Park NSW 2164

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 332384 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 8th October 2012

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

Signed

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

12-1345

**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 (*ASIC*) 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.”

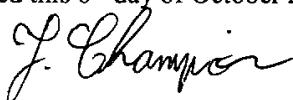
2. after subsection 601GAC(2) insert:

“(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

Future Asset Management International Limited ACN 158 385 187 in its capacity as responsible entity of the Future Property Holdings Fund ARSN 160 488 817.

Dated this 8th day of October 2012



Signed by James Champion
as a delegate of the Australian Securities and Investments Commission

12-1346

**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 (*ASIC*) 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.”

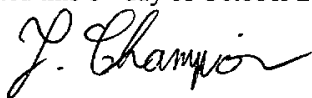
2. after subsection 601GAC(2) insert:

“(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

Future Asset Management International Limited ACN 158 385 187 in its capacity as responsible entity of the Future Investment Fund ARSN 160 488 291.

Dated this 8th day of October 2012



Signed by James Champion
as a delegate of the Australian Securities and Investments Commission

12-1350

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 12-1350.

Commencement

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

Exemption

4. Fidante Partners Limited ACN 002 835 592 (*Fidante Partners*) in its capacity as the responsible entity of Challenger Guaranteed Income Fund (CHYF) ARSN 147 935 411 (*Scheme*) does not have to comply with paragraph 601FC(1)(d) of the Act, to the extent that it requires the responsible entity of a registered scheme to treat members who hold interests of the same class equally.

Where this instrument applies:

5. The amount paid by Fidante Partners to a member to satisfy an Early Withdrawal Request is different from the amount paid to other members of the Scheme in respect of interests held in the same class where:
 - (a) the member making the Early Withdrawal Request is:
 - (i) the executor or administrator of the estate of a deceased member;
 - (ii) an Operator who is making the withdrawal request as a result of a request to that Operator by the executor or administrator of the estate of a deceased member; or
 - (iii) making a Hardship Withdrawal (*Withdrawing Member*);
 - (b) the formula for calculating the amount paid to a member upon withdrawal is set out in the Scheme's constitution;
 - (c) the difference in the amount paid to the Withdrawing Member upon withdrawal arises as a result of Challenger Life Company Limited ACN 072

12-1350

486 938, the issuer of the annuity contract that is Scheme property, not charging the same Additional Discount Factor in respect of an Early Withdrawal Request submitted by a Withdrawing Member, if any, under the terms of the relevant annuity where the annuity is required to be disposed of, in whole or in part, prior to its maturity date in order to meet the withdrawal request;

- (d) Fidante Partners only accepts and processes Early Withdrawal Requests submitted by Withdrawing Members on a weekly basis;
- (e) Fidante Partners satisfies Early Withdrawal Requests subject to:
 - (i) a maximum in aggregate of \$3 million per quarter for all withdrawal requests made by Withdrawing Members; and
 - (ii) a maximum in aggregate of \$50 million per quarter for all Early Withdrawal Requests.

Interpretation:

In this instrument:

Additional Discount Factor means the amount of the discount that would be applied under the terms of the relevant annuity contract in which the Scheme invests when determining the value of the relevant annuity upon disposal if the disposal of the annuity results from a request to withdraw from the Scheme.

Early Withdrawal Request means either:

- (a) a withdrawal request made by a member in respect of an interest in the Scheme prior to the maturity date specified under the terms of issue of the interest; or
- (b) a Hardship Withdrawal.

Hardship Withdrawal means a withdrawal request made in accordance with section 601KEA of the Act as notionally inserted under ASIC Instrument [11-0060] as in force at the date of this instrument.

Operator means a person who is a member of the Scheme in its capacity as responsible entity or custodian of a registered scheme, trustee of a trust, trustee or custodian of a superannuation entity within the meaning of the *Superannuation Industry (Supervision) Act 1993*, trustee of a self-managed superannuation fund within the meaning of the *Superannuation Industry (Supervision) Act 1993* or provider or acquirer in relation to a custodial arrangement as defined in section 1012A of the Act.

12-1350

Dated this 5th day of October 2012.



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

12-1351

**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.”

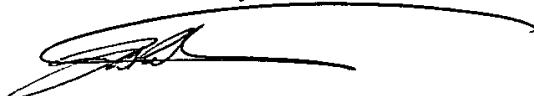
2. after subsection 601GAC(2) insert:

“(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

APN Funds Management Limited ACN 080 674 479 in its capacity as responsible entity for the APN 541 St Kilda Rd Fund ARSN 160 546 529.

Dated this 10th day of October 2012.



Signed by James Bertram
as a delegate of the Australian Securities and Investments Commission

12-1352

**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 South Pacific Apartments, 37 Pacific Drive Port Macquarie NSW 2444 developed in accordance with an approval of a local government organisation that has been given to ASIC and in relation to which, on 1 March 2000, there was no person who had bought or agreed to buy a strata unit and who, before agreeing to buy, had been offered an interest in the scheme.
3. An interest in the serviced strata scheme is exempt from the following provisions of the Act:
 - (a) Part 7.6 (other than Divisions 4 and 8); and
 - (b) section 992AA; and
 - (c) section 1017F.

Where exemption applies

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

12-1352

- (ii) under an agreement that the operator made with that person before the notice of withdrawal was given;
- (c) each investor may, if the investor withdraws from participation in the scheme, appoint another person to manage their strata unit;
- (d) the operator is licensed in relation to the conduct of the letting services under the law of a State or Territory or is a financial services licensee;
- (e) no payment is liable to be made by an investor to participate in the scheme other than:
 - (i) payment money to buy the strata unit; and
 - (ii) one or more payments of the investor's reasonable proportion of the operator's fees and expenses with respect to the management of the scheme where in any 3 month period the total of such payments relates to a period of no more than 3 months and where:
 - (A) that total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during the period to which the payments relate; and
 - (B) where a FFE Fund has been established for the investor — no payment or part thereof is used for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit in relation to the period to which the payment relates unless all money in the Fund has first been expended; and
 - (iii) where a FFE Fund has been established for the investor — one or more payments into the Fund where:
 - (A) each payment is by way of a deduction from rental income of the scheme that would otherwise be paid to the investor in relation to a period and does not exceed 3% of the gross rent attributable to the investor for the period; and
 - (B) the balance of the Fund at all times does not exceed \$5,000 for each strata unit made available by the investor for use as part of the scheme;
- (f) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme;
- (g) the serviced apartment, hotel, motel or resort complex is operated in accordance with a written agreement entered into or to be entered into

12-1352

between the operator and each investor which agreement includes provisions as specified in paragraph 5;

- (h) the operator takes reasonable steps to ensure that any part of the scheme property held in cash or on deposit with an Australian ADI or another financial institution is held on trust for the members in a trust account and subject to audit as to whether the moneys have been dealt with in accordance with the terms of the trust by a registered company auditor at least annually;
- (i) where a FFE Fund has been established for an investor, the operator takes reasonable steps to ensure that:
 - (A) the money comprising the Fund is held on trust for the investor in a trust account and subject to audit as to whether the money has been dealt with in accordance with the terms of the trust by a registered company auditor at least annually; and
 - (B) the balance of the Fund is promptly returned to the investor at the termination of the scheme or upon the investor's withdrawal from the scheme, whichever occurs first;
- (j) each person that is involved in making an offer of interests in the scheme for issue does not engage in any misleading or deceptive conduct or conduct that is likely to mislead or deceive in connection with those offers;
- (k) the operator complies with the provisions specified in paragraph 5 which are included in the agreement referred to in subparagraph (g).

Terms of agreement between investor and operator

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

12-1352

replacement operator named in a written notice given by a majority of scheme members, at a price specified in the notice; and

- (iii) A transfer referred to in subparagraph (i) or (ii) must be done as soon as practicable, but if there is a body corporate for the real property to which the scheme relates, there must be a reasonable time for members of the body corporate to consider whether to make a decision referred to in subparagraph (b)(ii) unless the body corporate has consented to the transfer; and

(b) *Consent of body corporate to new care-taking arrangements*

- (i) If an operator receives a notice under subparagraph (a)(i), the operator must advise all body corporate members of the name of the person to whom the transfer is to be made; and
- (ii) Unless the body corporate has consented to the transfer, an operator does not have to transfer the management rights to the person named in the notice described in subparagraph (a)(ii) if a majority of body corporate members state in writing to the operator that the person should not be engaged by the body corporate to perform care-taking functions; and
- (iii) If a majority of body corporate members make a decision referred to in subparagraph (b)(ii), a majority of scheme members may then at any time name a replacement operator by a written notice, to whom the operator must transfer the management rights at a price specified in the notice and the notice will be taken to be given in accordance with subparagraph (a)(ii); and
- (iv) This subparagraph does not apply if the body corporate or a majority of body corporate members agree in writing to the transfer to the person named in a notice under subparagraph (a)(ii) or (b)(iii) before that notice is given to the operator; and

(c) *Price payable on transfer*

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

- (i) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or

12-1352

- (ii) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days' notice had been given; or
- (iii) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days; and

(d) *Voting*

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

(e) *Costs*

- (i) Any member may arrange a valuation or auction of, or may market, the management rights before or after the expiration of the 9 month period referred to in subparagraph (a)(i) for the purposes of determining a price to be specified in a notice under subparagraph (a)(ii); and
- (ii) If a member incurs any reasonable valuation, auction or marketing costs under subparagraph (i) that member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the management rights when the price is paid to the operator; and

(f) *Assistance*

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

(g) *Definitions*

12-1352

In this paragraph:

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

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

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

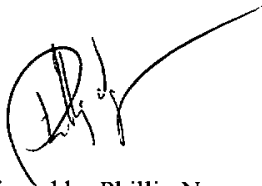
Interpretation

6. In this instrument:

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

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

Dated this 8th day of October 2012



Signed by Phillip Nguyen
as a delegate of the Australian Securities and Investments Commission



12-1353

ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Bank of Cyprus Limited
ACN 092 167 907 (the Licensee")
PO Box 480
Bendigo VIC 3552

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 244611 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 9th day of October 2012

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

Signed

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

12-1355

**Australian Securities and Investments Commission
Corporations Act 2001 — Paragraphs 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 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 [12/1355].

Commencement

3. This instrument takes effect on gazettal.

Exemption

4. ASIC exempts Icon Energy Limited ACN 058 454 569 (the *Issuer*) from Part 7.9 of the Act where the Issuer:
 - (a) makes an eligible offer;
 - (b) offers to arrange for the issue of financial products under an eligible offer; or
 - (c) issues a financial product under an eligible offer.
5. 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 acquires 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.
6. ASIC exempts the Issuer 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 eligible offer covered by paragraph 4 of this instrument (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 eligible employees should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice.

12-1355

7. ASIC exempts:
- (a) the Issuer; and
 - (b) any related body corporate of the Issuer,
- from the requirement to hold an Australian financial services licence for the provision of the following financial services:
- (c) the provision of a custodial or depository service in connection with an eligible offer covered by the exemption in paragraph 4 where the provider of the service performs their duties in good faith and has sufficient resources to perform those duties; and
 - (d) dealing in a financial product in the course or providing a custodial or depository services covered by paragraph (c); and
 - (e) dealing in a financial product in connection with an eligible offer covered by paragraph 4 of this instrument where any acquisition by purchase or disposal of the product (by the Issuer or a 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 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.
8. ASIC exempts the Issuer from section 992A of the Act in relation to eligible offers covered by paragraph 4 of this instrument made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the eligible offer.

Where this instrument applies

9. This instrument applies on the conditions set out below and for so long as the conditions are met.

Conditions

10. The Issuer must ensure that the eligible offer is substantially on the terms set out in the Rules of the Plan.
11. 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 eligible employee such as the identity or

12-1355

entitlement of the eligible employee) and of each accompanying document not later than 7 days after the first provision of that material to an eligible employee; and

12. The Issuer must comply with any undertaking required to be made in the offer document by reason of this instrument; and
13. The Issuer must take reasonable steps to ensure that the number of shares to be issued on exercise of a Performance Right when aggregated with:
 - (a) the number of shares in the same class which would be issued were each outstanding offers with respect to shares, units of shares and options to acquire unissued shares, under an employee share scheme, or like scheme (including the Plan) to be accepted, vested or exercised; and
 - (b) the number of shares in the same class issued during the previous 5 years pursuant to any employee share scheme (including the plan) extended only to an eligible employee of the Issuer;

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

- (c) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
- (d) an offer that did not need disclosure to investors because of section 708; or
- (e) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D of the Act; or
- (f) an offer made under a disclosure document or Product Disclosure Statement, does not exceed 5% of the total number of issued shares in that class of the Issuer as at the time of the offer.

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

Interpretation

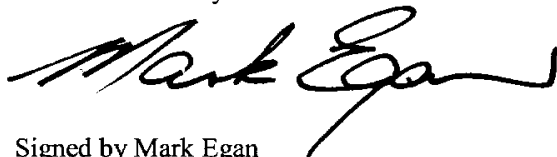
In this instrument:

1. **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 a related 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.

12-1355

2. **eligible offer** means an offer for the issue of a Performance Right that is made under the Plan;
3. **financial product advice** has the meaning given by section 766B of the Act;
4. **general advice** has the meaning given by section 766B of the Act;
5. **offer** has a meaning affected by section 1010C of the Act;
6. **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 Rules of the Plan; and
 - (b) if a summary (rather than a copy) of the Rules of the Plan is given – includes an undertaking that during the period (the **offer period**) in which an eligible employee may acquire the financial products offered, the Issuer will, within a reasonable period of the eligible employee so requesting, provide the eligible employee without charge with a copy of the Rules of the Plan.
7. **Performance Right** means a derivative within the meaning of s761D of the Act issued under the terms of the Plan and pursuant to which the Issuer must or may issue or transfer shares in the Issuer to an eligible employee at some future time.
8. **Plan** means an arrangement that is known at the date of this instrument as the Icon Energy Limited Performance Rights Plan which is:
 - (a) extended only to an eligible employee; and
 - (b) governed by the Rules of the Plan.
9. **Rules of the Plan** means the written rules of the Plan as at the date of this instrument that are substantially the same as the rules set out in the pro forma offer document provided to ASIC as an attachment to the Issuer's application dated 20 September 2012.

Dated this 10th day of October 2012



Signed by Mark Egan
as a delegate of the Australian Securities and Investments Commission

12-1357

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 1020F(1)(a) – Exemption**

Under paragraph 1020F(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission exempts Vanguard Investments Australia Limited ACN 072 881 086 (the *Responsible Entity*) in its capacity as responsible entity of Vanguard Australian Fixed Interest Index Fund ARSN 090 939 941 (*Scheme*) from section 1017B of the Act in relation to the interests in the ETF class of the Scheme on the condition that the Responsible Entity complies with the provisions of the Act that apply to an unlisted disclosing entity as if the undertaking to which the interests in the ETF class of the Scheme relates is a disclosing entity that was subject to those provisions.

Interpretation

In this instrument:

ETF has the same meaning as defined in the current operating rules of ASX Limited ACN 008 624 691 as at the date of this instrument.

ETF class means the Vanguard Australian Fixed Interest Index ETF.

Dated this 11th day of October 2012



Signed by Maan Beydoun
as a delegate of the Australian Securities and Investments Commission

12-1358

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

Under paragraph 601QA(1)(a) of the *Corporations Act 2001* (the *Act*), the Australian Securities and Investments Commission (*ASIC*) exempts Vanguard Investments Australia Limited ACN 072 881 086 (the *Responsible Entity*) in its capacity as the responsible entity of the Scheme from paragraph 601FC(1)(d) of the Act in the case specified in Schedule A.

Schedule A

Where:

- (a) only an Authorised Participant that is an Australian Resident is permitted to redeem interests in the ETF class of the Scheme; and
- (b) the Product Disclosure Statement for interests in the ETF class of the Scheme lodged with ASIC prominently discloses full particulars of the differential treatment that will apply to members who are not Authorised Participants and those members who are not Australian Residents when allowing redemption of interests in an ETF class of the Scheme; and
- (c) interests in the ETF class of the Scheme remain admitted to Trading Status as ETF Securities on the financial market operated by ASX Limited ACN 008 624 691.

Interpretation

In this instrument:

ASX Operating Rules means ASX's current operating rules.

Australian Resident means, as at a particular time, any person or entity who satisfies all of the following requirements:

- (a) either:
 - (i) the person or entity provides the Responsible Entity, in a form acceptable to the Responsible Entity, with an undertaking that they:
 - (A) have been an Australian resident for the purposes of the *Tax Act* continuously from the beginning of the relevant financial year until that time; and
 - (B) will continue to be an Australian resident for the purposes of the *Tax Act* at all times from that time until the end of the relevant financial

12-1358

year; or

- (ii) the Responsible Entity reasonably determines that the person or entity:
 - (A) is an Australian resident for the purposes of the *Tax Act* continuously from the beginning of the relevant financial year until that time; and
 - (B) will continue to be an Australian resident for the purposes of the *Tax Act* at all times from that time until the end of the relevant financial year;
- (b) the Responsible Entity, or any person who keeps records on behalf of the Responsible Entity, does not hold any records with an address for the person or entity which is outside Australia; and
- (c) the person or entity has not authorised the Responsible Entity to pay any amounts to the person or entity to a place or an account located outside Australia.

Authorised Participant means a person who has entered into an authorised participant agreement with the Responsible Entity or such other person as the Responsible Entity determines.

ETF Securities has the same meaning as defined in the *ASX Operating Rules* as at the date of this instrument.

ETF class means the Vanguard Australian Fixed Interest Index ETF.

Scheme means the Vanguard Australian Fixed Interest Index Fund ARSN 090 939 941.

Tax Act means the *Income Tax Assessment Act 1936* (as amended) (*1936 Act*), the *Income Tax Assessment Act 1997* (as amended) (*1997 Act*) or both the 1936 Act and the 1997 Act, as appropriate.

Trading Status has the same meaning as defined in the *ASX Operating Rules* as at the date of this instrument

Dated this 11th day of October 2012



Signed by Maan Beydoun
as a delegate of the Australian Securities and Investments Commission

12 - 1359

NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001

Notice is hereby given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made an order, a copy of which is set out below, which order took effect on the date of service of the order on the person to whom it relates, being 8 October 2012.

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

IN THE MATTER OF ATHOL HALVORSEN

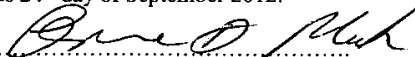
SECTIONS 920A AND 920B OF THE CORPORATIONS ACT 2001

To: Mr Athol Halvorsen

**ORDER UNDER SECTIONS 920A AND 920B OF THE
CORPORATIONS ACT 2001**

TAKE NOTICE that under paragraph 920A(1)(e) and section 920B of the Corporations Act 2001 the Australian Securities and Investments Commission prohibits Athol Halvorsen from providing any financial services for a period of six years.

Dated this 24th day of September 2012.

Signed: 
.....
Graeme Darcy Plath
Delegate of the Australian Securities and
Investments Commission

Your attention is drawn to sections 920C and 1311 of the Corporations Act 2001 that provide that a person commits an offence if they engage in conduct that breaches a banning order that has been made against them (Penalty \$2,750 or imprisonment for 6 months or both).

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 twelfth day of October 2012

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of company

ARBN

AIR MARK SERVICES INTERNATIONAL LIMITED	138 963 461
AZIMUTH MANAGEMENT CONSULTING LIMITED	150 925 152
COLLECTCORP CORPORATION	125 423 761
GENSCAPE ASIA, INC.	126 715 311
MARIETTA INTERNATIONAL	095 746 213
NOUMEA LIMITED	133 364 995
PEGASUS SYSTEMS LIMITED	092 044 776
QSC ASIA, LIMITED	150 688 994
SPA BUILDERS SUPPORT GROUP	129 869 067
SWEDISH AIRCRAFT HOLDINGS AB	095 971 734
TCNZ FINANCE LIMITED	097 490 330

CORPORATIONS ACT 2001
Section 601CL(5)

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

Dated this twelfth day of October 2012

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of company

ARBN

KROME STUDIOS, INC.

138 822 170

MUNICH REINSURANCE AMERICA, INC.

000 857 698

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 twelfth day of October 2012

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of scheme

ARSN

CROMWELL HYBRID PROPERTY FUND

134 140 097

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 twelfth day of October 2012

Rosanne Bell
DELEGATE OF
THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of scheme	ARSN
AUSTRALIAN FIXED INTEREST FUND #2	131 879 091
BLEVIC (AUS) STALLION SYNDICATE	104 478 659
BRISBANE PROPERTY SYNDICATE	100 197 546
BRISBANE UNIT TRUST	100 197 555
ECONSUL (NZ) STALLION SYNDICATE	125 812 311
FIDUCIAN BALANCED FUND #2	131 878 898
FIDUCIAN INFLATION LINKED FIXED INTEREST FUND	106 681 261
FIDUCIAN INTERNATIONAL FIXED INTEREST FUND	106 681 912
FLYING PEGASUS STALLION SCHEME	125 452 646
INDEXED AUSTRALIAN SHARES POOL	138 917 610
ONEPATH AUSTRALIAN ADVANCED ALPHA POOL TRUST	135 954 095
ONEPATH AUSTRALIAN QUANTITATIVE POOL TRUST	135 953 730
ONEPATH COLONIAL FIRST STATE DIVERSIFIED POOL	101 401 549
ONEPATH MULTI SECTOR DIVERSIFIED FIXED INTEREST TRUST	135 555 690
POOLED PROPERTY FUND	089 938 652

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.

AGRIUM ASIA PACIFIC HF LIMITED ACN 102 469 303 will change to a proprietary company limited by shares. The new name will be **AGRIUM ASIA PACIFIC HF PTY LTD** ACN 102 469 303.

AGRIUM ASIA PACIFIC SERVICES LTD ACN 104 207 847 will change to a proprietary company limited by shares. The new name will be **AGRIUM ASIA PACIFIC SERVICES PTY LTD** ACN 104 207 847.

KARRATHA METALS LIMITED ACN 150 289 866 will change to a proprietary company limited by shares. The new name will be **KARRATHA METALS PTY LIMITED** ACN 150 289 866.

UTILITAS PTY LTD ACN 146 243 567 will change to a public company limited by shares. The new name will be **UTILITAS LIMITED** ACN 146 243 567.

WOMBAT RESOURCES LIMITED ACN 126 633 994 will change to a proprietary company limited by shares. The new name will be **WOMBAT RESOURCES PTY LIMITED** ACN 126 633 994.