



**ASIC**

Australian Securities &  
Investments Commission

Commonwealth of Australia Gazette  
No. A13/14, Tuesday, 1 April 2014

Published by ASIC

# ASIC Gazette

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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.

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

Available from [www.asic.gov.au](http://www.asic.gov.au)  
Email [gazette.publisher@asic.gov.au](mailto:gazette.publisher@asic.gov.au)

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ASIC

Australian Securities &amp; Investments Commission

14-0099

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

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

TO: R Financial Educators Pty Ltd  
ACN: 102 003 118 ("the Licensee")  
Level 9, 123 Epping Road  
North Ryde, NSW, 1710

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 278792 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated

21<sup>st</sup> March 2014

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

**ASIC**

Australian Securities &amp; Investments Commission

**14 - 0200****Australian Securities and Investments Commission  
Corporations Act 2001 Section 915B****Notice of Cancellation of an Australian Financial Services Licence**

TO: Ms Zoe Qian  
Director  
Climate Bridge Pty Ltd ("the Licensee")  
Suite 207  
546 Collins St  
Melbourne, VIC 3000

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 427102 held by the Licensee, with effect from the date of this notice.

Dated 26 March 2014

Signed .....

Joyce Krashow  
A delegate of the Australian Securities and Investments Commission

14-0210

**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 instrument under paragraphs 655A(1)(b) and 673(1)(b) of the *Corporations Act 2001 (Act)*.

**Title**

2. This instrument is ASIC Instrument 14-0210.

**Commencement**

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

**Declaration**

4. Chapter 6 of the Act applies to Mantra Group Limited ACN 137 639 395 (the *Company*) as if section 609, as notionally varied by Class Order [CO 13/520], were further modified or varied by inserting:

“(14) A body corporate does not have a relevant interest in its own securities merely because under an escrow agreement entered into by the body corporate, the body corporate applies restrictions on the disposal of the securities by the holder.”.

5. Chapter 6C of the Act applies to the Company as if Part 6C.1, as notionally varied by Class Order [CO 13/520], were further modified or varied by inserting:

**“671BA Escrow Agreements**

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

**Where this instrument applies**

6. This instrument applies to an acquisition of a relevant interest in securities in the Company (*Escrowed Shares*) arising as a result of the entry into one or more escrow agreements (each, an *Escrow Agreement*) between the Company and each Shareholder where each Escrow Agreement:
  - (a) is in connection with the Company being admitted to the official list of the financial market operated by ASX Limited ACN 008 624 691;

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- (b) restricts disposal of, but not the exercise of voting rights attaching to, the Escrowed Shares;
- (c) terminates on the date that is no later than 2 years after the date of execution of the relevant Escrow Agreement;
- (d) allows the Shareholder to accept into a takeover bid where:
  - (i) holders of at least half of the bid class securities that are not the subject of an Escrow Agreement to which the offer under the bid relates have accepted; and
  - (ii) the Escrow Agreement requires that the Escrowed Shares be returned to escrow if the bid does not become unconditional;
- (e) allows the Escrowed Shares to be transferred or cancelled as part of an arrangement under Part 5.1 of the Act if the Shareholder agrees in writing that the Holding Lock (as defined in the Escrow Agreement) will be applied if the merger does not take effect; and
- (f) is in substantially the same form provided to ASIC on 6 February 2014.

**Interpretation**

7. In this instrument:

**Shareholder** means any of the following persons who hold shares in the Company (or who will hold Shares in the Company at the time of completion of the initial public offering of the Company made under a prospectus to be lodged by the Company with ASIC on or about 26 March 2014):

- i. EV Hospitality NV, being a company domiciled in Belgium that is managed and controlled by CVC Capital Partners Asia Pacific III LP and CVC Partners Asia Pacific III Parallel Fund LP;
- ii. UBS Australia Holdings Pty Limited; and
- iii. the directors or employees of the Company (or its subsidiaries), or their nominees, who as at the date of issue of this instrument hold options over unissued shares in the Company and who have been notified to ASIC by the Company on 17 March 2014.

Dated this 19<sup>th</sup> day of March 2014



Signed by Elise Chung  
as a delegate of the Australian Securities and Investments Commission



14-0213

ASIC

Australian Securities & Investments Commission

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

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

**TO:** Westday Pty. Ltd.  
ACN: 005 466 704 ("The Licensee")  
Suite 2 614 Hawthorn Road  
Brighton East VIC 3187

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 243373 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 21<sup>th</sup> day of March 2014

Signed .....

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

14-0214

**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 (Act)*.

**Title**

2. This instrument is ASIC Instrument [14-0214].

**Commencement**

3. This instrument commences on gazettal.

**Exemptions**

4. The issuer does not have to comply with Part 7.9 of the Act where the issuer:
  - (a) makes an eligible incentive plan offer;
  - (b) offers to arrange for the issue of financial products under an eligible incentive plan offer; or
  - (c) issues a financial product under an eligible incentive plan offer;on the conditions set out in this instrument and for so long as the conditions are met.
5. Where the issuer is exempt from Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 4, the issuer is also exempt from the requirement to hold an Australian financial services licence for the provision of the following financial services:
  - (a) a financial service consisting of general advice reasonably given in connection with the eligible incentive plan offer (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 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;
  - (b) a custodial or depositary service in connection with an eligible incentive plan offer where the issuer performs their duties in good faith and has sufficient resources to perform those duties;

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- (c) dealing in a financial product in the course of providing a custodial or depositary service covered by paragraph (b);
  - (d) issuing a financial product under an eligible incentive plan offer covered by paragraph 4 of this instrument; and
  - (e) dealing in a financial product in connection with an eligible incentive plan offer where any acquisition by purchase or disposal of the product by 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.
6. Where the issuer is exempt from Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 4, the issuer also does not have to comply with section 992A of the Act in relation to an eligible incentive plan offer made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.
7. ASIC exempts a financial product that is the subject of an eligible incentive plan 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 incentive plan 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;
- but only in relation to the recommendation by the person.

**Where this instrument applies**

8. This instrument applies where the issuer:
- (a) meets the requirements (including, for the avoidance of doubt, definitions) of the class order, except the definitions of:
    - (i) “eligible offer” in paragraph 9 of the Interpretation; and
    - (ii) “issuer” in paragraph 12 of the Interpretation; and
  - (b) would meet the requirements of the class order if:
    - (i) the definition of an “eligible offer” in paragraph 9 of the Interpretation were to read:



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“9. “eligible offer” means an offer for issue or sale of performance rights in relation to fully-paid shares in an issuer in the same class as shares which have been quoted on the financial market operated by the NASDAQ Global Select Market throughout the 12 month period immediately before the offer without suspension for more than a total of 2 trading days during that period made under an employee share scheme extended only to eligible employees of the issuer;” and

(ii) in the Interpretation, the following definition were inserted:

“9A. “employee share scheme”, for a body corporate, means a scheme under which shares (or units of shares or options to acquire unissued shares or performance rights) in the body or a related body corporate may be acquired:

(a) by, or for the benefit of:

- (i) employees of the body, or of the related body corporate; or
- (ii) directors of the body, or of a related body corporate, who hold a salaried employment or office in the body or in a related body corporate; or

(b) by a corporation all of whose members are:

- (i) employees of the body, or of a related body corporate; or
- (ii) directors of the body, or of a related body corporate, who hold a salaried employment or office in the body or in a related body corporate;” and

(iii) in the definition of an “offer document” in paragraph 15 of the Interpretation, subparagraphs (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

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- (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 in 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 sub-subparagraph (c)(ii) or (iii) applies, the information referred to in that subparagraph as updated to that date.”; and
- (iv) in the Interpretation, the following definition were inserted:
- “16A. “performance right” means a conditional right:
- (a) to be issued or transferred a fully-paid ordinary share in the capital of the issuer; or
  - (b) to receive a cash amount equivalent to the value of a fully-paid ordinary share in the capital of the issuer, less any tax or other payment that the issuer is required by law to withhold or pay; or
  - (c) either to be issued or transferred a fully-paid ordinary share in the capital of the issuer, or to receive a cash amount equivalent to the value of a fully-paid ordinary share in the capital of the issuer less any tax or other payment that the issuer is required by law to withhold or pay; and
  - (d) subject to the terms of the relevant offer, to be issued or transferred fully-paid ordinary shares in the capital of the issuer or to receive a cash amount equivalent to the value of any dividend or distribution paid, or payable, on a fully-paid ordinary share in the capital of the issuer, less any tax or other payment that the issuer is required by law to withhold,
- where the performance right is offered for no more than nominal monetary consideration;”.

**Conditions**

9. The issuer can only rely on the exemptions in this instrument if the issuer complies with the following conditions:
- (a) the conditions of the class order (excluding the condition specified in paragraph 3 of the Schedule to the class order) as expressed to apply to them; and

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- (b) the issuer must take reasonable steps to ensure that the number of shares that may be issued in connection with any eligible incentive plan offer, when aggregated with:
- (i) the number of shares in the same class which would be issued were every other outstanding offer with respect to shares, units of shares, options to acquire unissued shares and performance rights under every other employee share schemes of the issuer to vest or to be accepted or exercised;
  - (ii) the number of shares in the same class issued during the previous 5 years pursuant to:
    - (A) an eligible incentive plan offer extended only to eligible employees; and
    - (B) any other employee share scheme extended only to eligible employees of the issuer;

but disregarding any offer made, option or right 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 did not need disclosure to investors because of section 708 of the Act; or
- (v) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D of the Act; or
- (vi) 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 offer.

#### Interpretation

10. In this instrument:

- (a) a word and phrase used in this instrument has the same meaning as it has in the class order unless the word or phrase is defined in paragraph 8 of this instrument in which case the word or phrase has that meaning;
- (b) **class order** means ASIC Class Order [CO 03/184] 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;

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- (c) *eligible incentive plan offer* means an offer for the issue or sale of performance rights, made under an arrangement known as the Vistaprint 2011 Equity Incentive Plan (under which the performance rights are referred to as restricted share units) and the Restricted Share Unit Award Agreement (including any appendices thereto), the terms of which are substantially in the same form as those provided to ASIC on 6 March 2014; and
- (d) *issuer* means Vistaprint N.V., a foreign company incorporated under the laws of the Netherlands, and any related body corporate.

Dated this 21<sup>st</sup> day of March 2014



Signed by Nathania Nero  
as a delegate of the Australian Securities and Investments Commission

14-0217

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0217.

**Commencement**

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

**Exemptions**

4. The Exempt Persons do not have to comply with subsections 734(2), 736, 992A and 1018A(2) of the Act.

**Where this instrument applies**

5. The exemptions apply in so far as the Specified Provisions prevent any of the Exempt Persons from contributing to public discussion or understanding of the private health insurance industry, Medibank and/or the Possible Offer and related matters whether by way of explanation, rebuttal or otherwise.

**Interpretation**

6. In this instrument:

*Commonwealth* means the Commonwealth of Australia.

*Exempt Persons* means members of the Commonwealth Parliament, the Commonwealth, Medibank and its directors and officers and any persons acting on behalf of, or with the agreement of, the Commonwealth or Medibank.

*Medibank* means Medibank Private Limited ACN 080 890 259.

*Possible Offer* means a possible sale by the Commonwealth of all or part of its shareholding in Medibank by the making of offers for purchase of, or invitations to make offers to buy, issued ordinary shares or other financial products of Medibank, or interests in or securities convertible or exchangeable into such shares or other financial products, or offers of any of the foregoing for subscription or invitations to subscribe for the same.

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*Specified Provisions* means subsections 734(2), 736, 992A and 1018A(2) of the Act.

Dated this 24<sup>th</sup> day of March 2014



Signed by Elise Chung  
as a delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities &amp; Investments Commission

14-0219

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

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

TO: Indemnity and General Insurance Brokers Pty Ltd  
ACN 066 338 930 ("the Licensee")  
Level 1, 1-3 Brady Street  
Mosman NSW 2088

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 234518 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated this 26<sup>th</sup> day of March 2014

Signed .....

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

Joyce Krashow  
A delegate of the Australian Securities and Investments Commission

14/0232

**Australian Securities and Investments Commission  
Corporations Act—Paragraph 907D(2)(a)—Variation of exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 907D(2)(a) of the *Corporations Act 2001 (Act)*.

**Title**

2. This instrument is ASIC Instrument [14/0232].

**Commencement**

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

**Variation**

4. ASIC Instrument [13/1173] dated 30 September 2013 relating to Commonwealth Bank of Australia (ACN 123 123 124) is varied as follows:
  - (a) in paragraph 17, omit “The” (first occurring), substitute “Subject to paragraphs 17A and 17B, the”;
  - (b) in paragraph 17, omit “1 April 2014”, substitute “1 October 2014”;
  - (c) after paragraph 17, insert:

“17A. From 1 June 2014 to 31 July 2014, the exemption in paragraph 16 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:

    - (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
    - (b) a legally binding agreement (*Agency Agreement*) between the Relevant Counterparty and an Intermediary that has an Existing OTC Derivatives (Intermediary) Agreement with the Bank.

17B. From 1 August 2014, the exemption in paragraph 16 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:

    - (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
    - (b) an Agency Agreement that was in place as at 31 July 2014, under which the Relevant Counterparty had entered into one or more OTC Derivatives with the Bank through the Intermediary on or before 31 July 2014.

17C. For the purposes of paragraphs 17A and 17B:

    - (a) *Existing OTC Derivatives Agreement* means a legally binding agreement between the Relevant Counterparty and the Bank that was in place as at 31 May 2014, under which the Relevant Counterparty:
      - (i) may enter into OTC Derivatives with the Bank; or



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- (ii) had entered into one or more OTC Derivatives with the Bank on or before 31 May 2014; and
  - (b) **Existing OTC Derivatives (Intermediary) Agreement** means a legally binding agreement between a person (the **Intermediary**) and the Bank that was in place as at 31 May 2014, under which the Intermediary:
    - (i) may enter into OTC Derivatives with the Bank on behalf of other persons, pursuant to legally binding agreements between the Intermediary and those other persons; or
    - (ii) had entered into one or more OTC Derivatives with the Bank on behalf of other persons, on or before 31 May 2014.”;
  - (d) after paragraph 18, insert:
    - “18A. From 1 April 2014, it is an additional condition of the exemption in paragraph 16 that where the Bank has determined that the exemption applies only because of subparagraph 16(a)(ii), the Bank must give the Relevant Counterparty the Notice by the later of:
      - (a) 30 April 2014; and
      - (b) the date which is one calendar month after the date on which the Bank determines that the exemption in paragraph 16 applies only because of subparagraph 16(a)(ii).
    - 18B. From 30 April 2014, it is an additional condition of the exemption in paragraph 16 that the Bank must:
      - (a) have in place a written compliance plan which describes how the Bank will use all reasonable endeavours to obtain the Consent from, or give the Notice to, Relevant Counterparties as soon as reasonably practicable, as required by paragraph 18(b); and
      - (b) on request by ASIC, provide ASIC with a copy of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time; and
      - (c) on request by ASIC, provide ASIC with a document reporting on the Bank’s implementation of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time, covering the period up to the time of the request.”;
  - (e) in paragraph 29, insert the following definitions in alphabetical order:
    - “**Agency Agreement** has the meaning given by paragraph 17A.”
    - “**Existing OTC Derivatives Agreement** has the meaning given by paragraph 17C.
    - “**Existing OTC Derivatives (Intermediary) Agreement** has the meaning given by paragraph 17C.”
    - “**Intermediary** has the meaning given by paragraph 17C.”.
5. ASIC Instrument [13/1175] dated 30 September 2013 relating to Australia and New Zealand Banking Group Limited (ACN 005 357 522) is varied as follows:

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- (a) in paragraph 18, omit "The" (first occurring), substitute "Subject to paragraphs 18A and 18B, the";
- (b) in paragraph 18, omit "1 April 2014", substitute "1 October 2014";
- (c) after paragraph 18, insert:
- "18A. From 1 June 2014 to 31 July 2014, the exemption in paragraph 17 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:
- (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
  - (b) a legally binding agreement (*Agency Agreement*) between the Relevant Counterparty and an Intermediary that has an Existing OTC Derivatives (Intermediary) Agreement with the Bank.
- 18B. From 1 August 2014, the exemption in paragraph 17 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:
- (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
  - (b) an Agency Agreement that was in place as at 31 July 2014, under which the Relevant Counterparty had entered into one or more OTC Derivatives with the Bank through the Intermediary on or before 31 July 2014.
- 18C. For the purposes of paragraphs 18A and 18B:
- (a) *Existing OTC Derivatives Agreement* means a legally binding agreement between the Relevant Counterparty and the Bank that was in place as at 31 May 2014, under which the Relevant Counterparty:
    - (i) may enter into OTC Derivatives with the Bank; or
    - (ii) had entered into one or more OTC Derivatives with the Bank on or before 31 May 2014; and
  - (b) *Existing OTC Derivatives (Intermediary) Agreement* means a legally binding agreement between a person (the *Intermediary*) and the Bank that was in place as at 31 May 2014, under which the Intermediary:
    - (i) may enter into OTC Derivatives with the Bank on behalf of other persons, pursuant to legally binding agreements between the Intermediary and those other persons; or
    - (ii) had entered into one or more OTC Derivatives with the Bank on behalf of other persons, on or before 31 May 2014.";
- (d) after paragraph 19, insert:
- "19A. From 1 April 2014, it is an additional condition of the exemption in paragraph 17 that where the Bank has determined that the exemption applies only because of subparagraph 17(a)(ii), the Bank must give the Relevant Counterparty the Notice by the later of:
- (a) 30 April 2014; and

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- (b) the date which is one calendar month after the date on which the Bank determines that the exemption in paragraph 17 applies only because of subparagraph 17(a)(ii).

19B. From 30 April 2014, it is an additional condition of the exemption in paragraph 17 that the Bank must:

- (a) have in place a written compliance plan which describes how the Bank will use all reasonable endeavours to obtain the Consent from, or give the Notice to, Relevant Counterparties as soon as reasonably practicable, as required by paragraph 19(b); and
  - (b) on request by ASIC, provide ASIC with a copy of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time; and
  - (c) on request by ASIC, provide ASIC with a document reporting on the Bank's implementation of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time, covering the period up to the time of the request.”;
- (e) in paragraph 30, insert the following definitions in alphabetical order:

“*Agency Agreement* has the meaning given by paragraph 18A.”

“*Existing OTC Derivatives Agreement* has the meaning given by paragraph 18C.

“*Existing OTC Derivatives (Intermediary) Agreement* has the meaning given by paragraph 18C.”

“*Intermediary* has the meaning given by paragraph 18C.”.

6. ASIC Instrument [13/1176] dated 30 September 2013 relating to National Australia Bank Limited (ACN 004 044 937) is varied as follows:
- (a) in paragraph 8(b), omit “.”, substitute “; and”;
  - (b) after paragraph 8(b), insert:
    - “(c) in the case of Reportable Transactions and outstanding positions in Credit Derivatives to be reported through ICE Link, must:
      - (i) use all reasonable endeavours to ensure that ICE Link provides the Bank with a written notice (*ICE Link Notice*) as soon as reasonably practicable after ICE Link has completed the development work necessary to allow the Bank to report Reportable Transactions and outstanding positions in Credit Derivatives through ICE Link; and
      - (ii) as soon as reasonably practicable after the Bank receives the ICE Link Notice from ICE Link, provide a written notice to ASIC that ICE Link has completed the development work necessary to allow the Bank to report Reportable Transactions and outstanding positions in Credit Derivatives through ICE Link.”;
  - (c) after paragraph 8, insert:
    - “8A. For the purposes of paragraph 8 and Table 2, *ICE Reporting Date* means the earlier of the following dates:

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- (a) 30 September 2014; and
- (b) the date that is one calendar month from the date on which ICE Link gives the ICE Link Notice or, if the first-mentioned date is not a Monday, the first Monday following that date.”;
- (d) in Table 2, column B, in relation to the period of exemption for an Exempt Derivative (Middleware) that is a Credit Derivative reported through the Confirmation Platform ICE Link, omit “30 March 2014”, substitute “the day before the ICE Reporting Date”;
- (e) in Table 2, column D, in relation to the Revised Reporting Date for an Exempt Derivative (Middleware) that is a Credit Derivative reported through the Confirmation Platform ICE Link, omit “31 March 2014”, substitute “The ICE Reporting Date”;
- (f) in paragraph 15, omit “The” (first occurring), substitute “Subject to paragraphs 15A and 15B, the”;
- (g) in paragraph 15, omit “1 April 2014”, substitute “1 October 2014”;
- (h) after paragraph 15, insert:

“15A. From 1 June 2014 to 31 July 2014, the exemption in paragraph 14 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:

  - (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
  - (b) a legally binding agreement (*Agency Agreement*) between the Relevant Counterparty and an Intermediary that has an Existing OTC Derivatives (Intermediary) Agreement with the Bank.

15B. From 1 August 2014, the exemption in paragraph 14 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:

  - (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
  - (b) an Agency Agreement that was in place as at 31 July 2014, under which the Relevant Counterparty had entered into one or more OTC Derivatives with the Bank through the Intermediary on or before 31 July 2014.

15C. For the purposes of paragraphs 15A and 15B:

  - (a) *Existing OTC Derivatives Agreement* means a legally binding agreement between the Relevant Counterparty and the Bank that was in place as at 31 May 2014, under which the Relevant Counterparty:
    - (i) may enter into OTC Derivatives with the Bank; or
    - (ii) had entered into one or more OTC Derivatives with the Bank on or before 31 May 2014; and
  - (b) *Existing OTC Derivatives (Intermediary) Agreement* means a legally binding agreement between a person (the *Intermediary*) and the Bank that was in place as at 31 May 2014, under which the Intermediary:

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- (i) may enter into OTC Derivatives with the Bank on behalf of other persons, pursuant to legally binding agreements between the Intermediary and those other persons; or
    - (ii) had entered into one or more OTC Derivatives with the Bank on behalf of other persons, on or before 31 May 2014.”;
  - (i) after paragraph 16, insert:
    - “16A. From 1 April 2014, it is an additional condition of the exemption in paragraph 14 that where the Bank has determined that the exemption applies only because of subparagraph 14(a)(ii), the Bank must give the Relevant Counterparty the Notice by the later of:
      - (a) 30 April 2014; and
      - (b) the date which is one calendar month after the date on which the Bank determines that the exemption in paragraph 14 applies only because of subparagraph 14(a)(ii).
    - 16B. From 30 April 2014, it is an additional condition of the exemption in paragraph 14 that the Bank must:
      - (a) have in place a written compliance plan which describes how the Bank will use all reasonable endeavours to obtain the Consent from, or give the Notice to, Relevant Counterparties as soon as reasonably practicable, as required by paragraph 16(b); and
      - (b) on request by ASIC, provide ASIC with a copy of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time; and
      - (c) on request by ASIC, provide ASIC with a document reporting on the Bank’s implementation of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time, covering the period up to the time of the request.”;
  - (j) in paragraph 27, insert the following definitions in alphabetical order:
    - “*Agency Agreement* has the meaning given by paragraph 15A.”
    - “*Existing OTC Derivatives Agreement* has the meaning given by paragraph 15C.”
    - “*Existing OTC Derivatives (Intermediary) Agreement* has the meaning given by paragraph 15C.”
    - “*ICE Link Notice* has the meaning given by paragraph 8(c).”
    - “*ICE Reporting Date* has the meaning given by paragraph 8A.”
    - “*Intermediary* has the meaning given by paragraph 15C.”.
7. ASIC Instrument [13/1177] dated 30 September 2013 relating to Westpac Banking Corporation (ACN 007 457 141) is varied as follows:
- (a) in paragraph 8(b), omit “.”, substitute “; and”;
  - (b) after paragraph 8(b), insert:

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“(c) in the case of Reportable Transactions and outstanding positions in Credit Derivatives to be reported through ICE Link, must:

- (i) use all reasonable endeavours to ensure that ICE Link provides the Bank with a written notice (*ICE Link Notice*) as soon as reasonably practicable after ICE Link has completed the development work necessary to allow the Bank to report Reportable Transactions and outstanding positions in Credit Derivatives through ICE Link; and
- (ii) as soon as reasonably practicable after the Bank receives the ICE Link Notice from ICE Link, provide a written notice to ASIC that ICE Link has completed the development work necessary to allow the Bank to report Reportable Transactions and outstanding positions in Credit Derivatives through ICE Link.”;

(c) after paragraph 8, insert:

“8A. For the purposes of paragraph 8 and Table 2, *ICE Reporting Date* means the earlier of the following dates:

- (a) 30 September 2014; and
  - (b) the date that is one calendar month from the date on which ICE Link gives the ICE Link Notice or, if the first-mentioned date is not a Monday, the first Monday following that date.”;
- (d) in Table 2, column B, in relation to the period of exemption for an Exempt Derivative (Middleware) that is a Credit Derivative reported through the Confirmation Platform ICE Link, omit “30 March 2014”, substitute “the day before the ICE Reporting Date”;
- (e) in Table 2, column D, in relation to the Revised Reporting Date for an Exempt Derivative (Middleware) that is a Credit Derivative reported through the Confirmation Platform ICE Link, omit “31 March 2014”, substitute “The ICE Reporting Date”;
- (f) in paragraph 18, omit “The” (first occurring), substitute “Subject to paragraphs 18A and 18B, the”;
- (g) in paragraph 18, omit “1 April 2014”, substitute “1 October 2014”;
- (h) after paragraph 18, insert:

“18A. From 1 June 2014 to 31 July 2014, the exemption in paragraph 17 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:

- (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
- (b) a legally binding agreement (*Agency Agreement*) between the Relevant Counterparty and an Intermediary that has an Existing OTC Derivatives (Intermediary) Agreement with the Bank.

18B. From 1 August 2014, the exemption in paragraph 17 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:

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- (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
  - (a) an Agency Agreement that was in place as at 31 July 2014, under which the Relevant Counterparty had entered into one or more OTC Derivatives with the Bank through the Intermediary on or before 31 July 2014.
- 18C. For the purposes of paragraphs 18A and 18B:
- (a) **Existing OTC Derivatives Agreement** means a legally binding agreement between the Relevant Counterparty and the Bank that was in place as at 31 May 2014, under which the Relevant Counterparty:
    - (i) may enter into OTC Derivatives with the Bank; or
    - (ii) had entered into one or more OTC Derivatives with the Bank on or before 31 May 2014; and
  - (b) **Existing OTC Derivatives (Intermediary) Agreement** means a legally binding agreement between a person (the **Intermediary**) and the Bank that was in place as at 31 May 2014, under which the Intermediary:
    - (i) may enter into OTC Derivatives with the Bank on behalf of other persons, pursuant to legally binding agreements between the Intermediary and those other persons; or
    - (ii) had entered into one or more OTC Derivatives with the Bank on behalf of other persons, on or before 31 May 2014.”;
- (i) after paragraph 19, insert:
- “19A. From 1 April 2014, it is an additional condition of the exemption in paragraph 17 that where the Bank has determined that the exemption applies only because of subparagraph 17(a)(ii), the Bank must give the Relevant Counterparty the Notice by the later of:
- (a) 30 April 2014; and
  - (b) the date which is one calendar month after the date on which the Bank determines that the exemption in paragraph 17 applies only because of subparagraph 17(a)(ii).
- 19B. From 30 April 2014, it is an additional condition of the exemption in paragraph 17 that the Bank must:
- (a) have in place a written compliance plan which describes how the Bank will use all reasonable endeavours to obtain the Consent from, or give the Notice to, Relevant Counterparties as soon as reasonably practicable, as required by paragraph 19(b); and
  - (b) on request by ASIC, provide ASIC with a copy of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time; and
  - (c) on request by ASIC, provide ASIC with a document reporting on the Bank’s implementation of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time, covering the period up to the time of the request.”;
- (j) in paragraph 30, insert the following definitions in alphabetical order:

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"*Agency Agreement* has the meaning given by paragraph 18A."

"*Existing OTC Derivatives Agreement* has the meaning given by paragraph 18C."

"*Existing OTC Derivatives (Intermediary) Agreement* has the meaning given by paragraph 18C."

"*ICE Link Notice* has the meaning given by paragraph 8(c)."

"*ICE Reporting Date* has the meaning given by paragraph 8A."

"*Intermediary* has the meaning given by paragraph 18C."

8. ASIC Instrument [13/1178] dated 30 September 2013 relating to Macquarie Bank Limited (ACN 008 583 542) is varied as follows:
- (a) in paragraph 8(b), omit ".", substitute "; and";
  - (b) after paragraph 8(b), insert:
    - "(c) in the case of Reportable Transactions and outstanding positions in Credit Derivatives to be reported through ICE Link, must:
      - (i) use all reasonable endeavours to ensure that ICE Link provides the Bank with a written notice (*ICE Link Notice*) as soon as reasonably practicable after ICE Link has completed the development work necessary to allow the Bank to report Reportable Transactions and outstanding positions in Credit Derivatives through ICE Link; and
      - (ii) as soon as reasonably practicable after the Bank receives the ICE Link Notice from ICE Link, provide a written notice to ASIC that ICE Link has completed the development work necessary to allow the Bank to report Reportable Transactions and outstanding positions in Credit Derivatives through ICE Link.";
  - (c) after paragraph 8, insert:
    - "8A. For the purposes of paragraph 8 and Table 2, *ICE Reporting Date* means the earlier of the following dates:
      - (a) 30 September 2014; and
      - (b) the date that is one calendar month from the date on which ICE Link gives the ICE Link Notice or, if the first-mentioned date is not a Monday, the first Monday following that date.";
  - (d) in Table 2, column B:
    - (i) in relation to the period of exemption for an Exempt Derivative (Middleware) that is an Equity Derivative reported through the Confirmation Platform MarkitWire, omit "4 May 2014", substitute "29 June 2014"; and
    - (ii) in relation to the period of exemption for an Exempt Derivative (Middleware) that is a Credit Derivative reported through the Confirmation Platform ICE Link, omit "30 March 2014", substitute "the day before the ICE Reporting Date";
  - (e) in Table 2, column D:



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- (i) in relation to the Revised Reporting Date for an Exempt Derivative (Middleware) that is an Equity Derivative reported through the Confirmation Platform MarkitWire, omit "5 May 2014", substitute "30 June 2014"; and
  - (ii) in relation to the Revised Reporting Date for an Exempt Derivative (Middleware) that is a Credit Derivative reported through the Confirmation Platform ICE Link, omit "31 March 2014", substitute "The ICE Reporting Date";
- (f) in paragraph 15, omit "The" (first occurring), substitute "Subject to paragraphs 15A and 15B, the";
- (g) in paragraph 15, omit "1 April 2014", substitute "1 October 2014";
- (h) after paragraph 15, insert:
- "15A. From 1 June 2014 to 31 July 2014, the exemption in paragraph 14 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:
- (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
  - (b) a legally binding agreement (*Agency Agreement*) between the Relevant Counterparty and an Intermediary that has an Existing OTC Derivatives (Intermediary) Agreement with the Bank.
- 15B. From 1 August 2014, the exemption in paragraph 14 does not apply unless the Relevant Counterparty enters into the Reportable Transaction or Reportable Position pursuant to:
- (a) an Existing OTC Derivatives Agreement between the Relevant Counterparty and the Bank; or
  - (b) an Agency Agreement that was in place as at 31 July 2014, under which the Relevant Counterparty had entered into one or more OTC Derivatives with the Bank through the Intermediary on or before 31 July 2014.
- 15C. For the purposes of paragraphs 15A and 15B:
- (a) *Existing OTC Derivatives Agreement* means a legally binding agreement between the Relevant Counterparty and the Bank that was in place as at 31 May 2014, under which the Relevant Counterparty:
    - (i) may enter into OTC Derivatives with the Bank; or
    - (ii) had entered into one or more OTC Derivatives with the Bank on or before 31 May 2014; and
  - (b) *Existing OTC Derivatives (Intermediary) Agreement* means a legally binding agreement between a person (the *Intermediary*) and the Bank that was in place as at 31 May 2014, under which the Intermediary:
    - (i) may enter into OTC Derivatives with the Bank on behalf of other persons, pursuant to legally binding agreements between the Intermediary and those other persons; or
    - (ii) had entered into one or more OTC Derivatives with the Bank on behalf of other persons, on or before 31 May 2014."

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(i) after paragraph 16, insert:

“16A. From 1 April 2014, it is an additional condition of the exemption in paragraph 14 that where the Bank has determined that the exemption applies only because of subparagraph 14(a)(ii), the Bank must give the Relevant Counterparty the Notice by the later of:

(a) 30 April 2014; and

(b) the date which is one calendar month after the date on which the Bank determines that the exemption in paragraph 14 applies only because of subparagraph 14(a)(ii).

16B. From 30 April 2014, it is an additional condition of the exemption in paragraph 14 that the Bank must:

(a) have in place a written compliance plan which describes how the Bank will use all reasonable endeavours to obtain the Consent from, or give the Notice to, Relevant Counterparties as soon as reasonably practicable, as required by paragraph 16(b); and

(b) on request by ASIC, provide ASIC with a copy of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time; and

(c) on request by ASIC, provide ASIC with a document reporting on the Bank’s implementation of the compliance plan referred to in paragraph (a), within the time specified in the request or if no time is specified, within a reasonable time, covering the period up to the time of the request.”;

(j) in paragraph 27, insert the following definitions in alphabetical order:

“*Agency Agreement* has the meaning given by paragraph 15A.”

“*Existing OTC Derivatives Agreement* has the meaning given by paragraph 15C.”

“*Existing OTC Derivatives (Intermediary) Agreement* has the meaning given by paragraph 15C.”

“*ICE Link Notice* has the meaning given by paragraph 8(c).”

“*ICE Reporting Date* has the meaning given by paragraph 8A.”

“*Intermediary* has the meaning given by paragraph 15C.”.

Dated this 26<sup>th</sup> day of March 2014



Signed by Oliver Harvey  
as a delegate of the Australian Securities and Investments Commission

14-0240

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0240.

**Commencement**

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

**Revocation**

4. This instrument revokes ASIC Instrument 14-0217.

**Exemptions**

5. The Exempt Persons do not have to comply with subsections 734(2), 736, 992A and 1018A(2) of the Act.

**Where this instrument applies**

6. The exemptions apply in so far as the Specified Provisions prevent any of the Exempt Persons from contributing to public discussion or understanding of the private health insurance industry, Medibank and/or the Possible Offer and related matters whether by way of explanation, rebuttal or otherwise.

**Interpretation**

7. In this instrument:

*Commonwealth* means the Commonwealth of Australia.

*Exempt Persons* means members of the Commonwealth Parliament, the Commonwealth, Medibank and its directors and officers and any persons acting on behalf of, or with the agreement of, the Commonwealth or Medibank.

*Medibank* means Medibank Private Limited ACN 080 890 259 (and includes any company which becomes the “holding company” of Medibank Private Limited, as that term is defined in the Medibank Private Sale Act 2006 (Cth)).

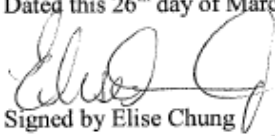
*Possible Offer* means a possible sale by the Commonwealth of all or part of its shareholding in Medibank by the making of offers for purchase of, or invitations

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to make offers to buy, issued ordinary shares or other financial products of Medibank, or interests in or securities convertible or exchangeable into such shares or other financial products, or offers of any of the foregoing for subscription or invitations to subscribe for the same.

*Specified Provisions* means subsections 734(2), 736, 992A and 1018A(2) of the Act.

Dated this 26<sup>th</sup> day of March 2014



Signed by Elise Chung  
as a delegate of the Australian Securities and Investments Commission

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 twenty-eighth day of March 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company**

METSO AUTOMATION INC.

**ARBN**

155 339 272

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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 twenty-eighth day of March 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

GOLDMAN SACHS RESOURCES FUND	089 912 630
GOLDMAN SACHS RESOURCES POOLED FUND	090 047 368
HFA OCTANE FUND SERIES 2	113 164 506
MACQUARIE SWITCH	135 971 756
MERLON AUSTRALIAN SHARE INCOME (NTP) FUND	121 728 050
MQ COMETS DIVERSIFIED TRADING FUND	116 069 179
MQ MULTI-STRATEGY FUND - CAPITAL PROTECTED	115 880 352
SG HISCOCK HYBRID PROPERTY FUND	090 850 294
SG HISCOCK PREMIER HYBRID PROPERTY FUND	089 988 536
SG HISCOCK WHOLESALE HYBRID PROPERTY FUND	090 790 962

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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 twenty-eighth day of March 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

FKP COMMERCIAL PROPERTY TRUST NO.2

133 111 190

FKP COMMERCIAL PROPERTY TRUST NO.3

133 111 065

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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.

**BRIDGET BLACK LIMITED** ACN 122 812 579 will change to a proprietary company limited by shares. The new name will be BRIDGET BLACK PTY LTD ACN 122 812 579.

**GADSDEN FLAG PTY** ACN 168 486 584 will change to a proprietary company limited by shares. The new name will be GADSDEN FLAG PTY LTD ACN 168 486 584.

**NEXUS DENTAL LIMITED** ACN 118 986 002 will change to a proprietary company limited by shares. The new name will be NEXUS DENTAL PTY LTD ACN 118 986 002.

**3D MEDICAL PTY LTD** ACN 166 963 864 will change to a public company limited by shares. The new name will be 3D MEDICAL LTD ACN 166 963 864.

**DP WORLD AUSTRALIA (POAL) LIMITED** ACN 000 282 977 will change to a proprietary company limited by shares. The new name will be DP WORLD AUSTRALIA (POAL) PTY LTD ACN 000 282 977.

**NEW AGE BUSINESS COMPANY (NABC) PTY LTD** ACN 140 135 048 will change to a public company limited by shares. The new name will be NEW AGE BUSINESS COMPANY (NABC) LTD ACN 140 135 048.

**PLAN B GROUP HOLDINGS LIMITED** ACN 124 951 337 will change to a proprietary company limited by shares. The new name will be PLAN B GROUP HOLDINGS PTY LIMITED ACN 124 951 337.