



**ASIC**

Australian Securities &  
Investments Commission

Commonwealth of Australia Gazette

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# 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.

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13/0843

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

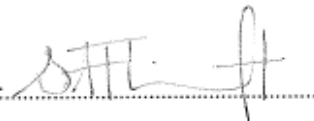
To: Willmott Forests Limited  
ACN 063 263 650

Under to paragraph 915B(3)(b) of the *Corporations Act 2001* (the Act), the Australian Securities and Investments Commission (ASIC) hereby cancels Licence Number 233215 held by Willmott Forests Limited ACN 063 263 650 (the Licensee).

Under s 915H of the Act ASIC specifies that the licence continues in effect as though the cancellation had not happened for the purposes of t purposes of the provisions of s601FA and the provisions of Ch 7, other than the provisions of Parts 7.2, 7.3, 7.4 and 7.5 in relation to the provision by the Licensee of financial services that are reasonably necessary for, or incidental to the winding up of the Schemes.

Dated this 28<sup>th</sup> day of May 2013.

Signed: .....



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

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

Notice is given under section 915B of the Corporations Act 2001 that the Australian Securities and Investments Commission has taken the action set out in the Notice below, which action took effect on 25 June 2013.

14-0793

**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* (the *Act*).

**Title**

2. This instrument is ASIC Instrument [14-0793].

**Commencement**

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

**Exemption**

4. QOA Taxi Cover Pty Limited ACN 165 604 731 (the *Provider*) does not have to comply with subsection 601ED(1) of the Act.

**Where exemption applies**

5. The exemption in paragraph 4 applies to the operation of the QOA Taxi Cover Scheme (the *Scheme*) where each of the following are met:
  - (a) any money received as contributions for the Scheme, or any assets acquired by the Provider with these contributions (*Scheme Assets*), are:
    - (i) held separately by the Provider on trust for the members of the Scheme; and
    - (ii) held in a deposit product made available by an Australian ADI or a cash management trust; and
    - (iii) only used for one or more of the following:
      - A. acquiring general insurance products on behalf of members;
      - B. paying claims made by members of the Scheme;

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- C. refunding or otherwise distributing contributions to a member of the Scheme (but not in excess of the amount contributed by the member);
  - D. paying any remuneration or indemnification to the Provider; and
  - E. paying expenses incurred by the Provider in the management of the Scheme; and
- (b) the Provider does not state or permit any other person to state that acquiring interests in the Scheme is an investment or has an investment purpose; and
  - (c) the Provider holds an Australian financial services licence that covers the provision of any financial services in relation to the Scheme.

### Interpretation

In this instrument:

**deposit product** has the meaning given by section 761A of the Act;

**held separately**, in relation to Scheme Assets, means holding the Scheme Assets in a way that satisfies the following requirements:

- (i) the Scheme Assets are clearly identified as property of the Scheme; and
- (ii) the Scheme Assets are held separately from the property of the Provider and from any other property held by the Provider on trust for or on behalf of another person;

**general insurance product** has the meaning given by section 761A of the Act;

**member** means a person who has been admitted to membership of the Scheme by making a monetary contribution to the Provider.

**QOA Taxi Cover Scheme** means a scheme for persons (**members**) who are owners and/or licensees of one or more taxi cabs to manage financial risk associated with or arising from damage to, or caused by, a motor vehicle, which is managed by the Provider and that has the following features:

- (a) members make monetary contributions, as consideration to acquire interests in the Scheme; and

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- (b) the Provider pools the contributions and makes use of those contributions and/or Scheme Assets in one or more of the ways described in paragraph 5(a); and
- (c) a member may make a claim upon the occurrence of an event that is uncertain either as to whether it will occur or as to the time at which it will occur; and
- (d) the Provider has a discretion whether to pay benefits to the member of the Scheme in relation to the claim.

Dated this 10th day of September 2014



Signed by Jennifer Lyons  
as delegate of the Australian Securities and Investments Commission



**ASIC**

Australian Securities & Investments Commission

**14-0852**


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

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

TO: BJS Insurance Brokers (South Australia) Pty Ltd  
ACN: 081 886 759 ("the Licensee")  
Level 4, 499 St Kilda Rd  
Melbourne, VIC, 3004

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 238393 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated *27<sup>th</sup> August 2014*

Signed   
.....

Joyce Krashow  
A delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities & Investments Commission

14-0853

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

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

TO: BJS Insurance Brokers (Southern) Pty Ltd  
ACN: 075 404 465 ("the Licensee")  
Level 4, 499 St Kilda Rd  
Melbourne, VIC, 3004

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 238744 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 27<sup>th</sup> August 2014

Signed .....

Joyce Krashow  
A delegate of the Australian Securities and Investments Commission



**ASIC**

Australian Securities & Investments Commission

**14-0854**

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

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

TO: BJS Insurance Brokers (Queensland) Pty Ltd  
ACN: 120 340 383 ("the Licensee")  
Level 4, 499 St Kilda Rd  
Melbourne, VIC, 3004

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 322228 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated

*27<sup>th</sup> August 2014*

Signed

.....  
Joyce Krashow  
A delegate of the Australian Securities and Investments Commission



14-0892

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0892.

**Commencement**

3. This instrument commences on 10 September 2014.

**Declarations**

4. Part 6D.2 of the Act applies to offers for the sale of shares in Westfield Corporation Limited ACN 166 995 197 (**WCL**) by a holder of shares in WCL as if:
  - (a) sub-section 707(1) were modified by omitting ", (3)"; and
  - (b) sub-sections 707(3) and (4) were omitted.
5. Part 7.9 of the Act applies to offers for the sale of interests in:
  - (a) WFD Trust ARSN 168 765 875 (**WFD**); and
  - (b) Westfield America Trust ARSN 092 058 449 (**WAT**);by a holder of an interest in WFD or WAT, as if:
  - (a) paragraphs 1012C(3)(b) and (4)(c) were modified by omitting ", (6)"; and
  - (b) sub-sections 1012C(6) and (7) were omitted.

**Where this Declaration applies**

6. This declaration applies where:
  - (a) an offer to sell a Westfield Corporation stapled security is made within 12 months of issue; and
  - (b) the share in WCL and the interests in WFD and WAT that together, comprise the Westfield Corporation stapled security were issued to the Trustee under trust arrangements entered into in connection with the Plan;

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- (c) the Westfield Corporation stapled security is subsequently transferred by the Trustee to, or on account of, an eligible employee in accordance with the terms of the Plan; and
- (d) the Westfield Corporation stapled security was issued to the Trustee without disclosure under Part 6D.2 of the Act for the share in WCL and without a Product Disclosure Statement under Part 7.9 of the Act for the interests in WFD and WAT being prepared where no disclosure document or Product Disclosure Statement was required to be given; and
- (e) WCL did not issue the shares and WAML did not issue the interests in WFD or WAT with the purpose of the eligible employee selling or transferring the share or the interests, or granting, issuing or transferring interests in, or options or warrants over, the share or the interests.

### Interpretation

7. In this instrument:

*eligible employee* means a person who is, at the time of an eligible offer, a full-time or part-time employee of Westfield Corporation or a related body corporate.

*eligible offer* means an offer for the issue or sale of performance rights in relation to fully-paid Westfield Corporation stapled securities that are in a class of securities that are quoted on the financial market operated by ASX Limited ACN 008 624 691 at the time of the offer, where:

- (a) the offer is made under the Plan; and
- (b) a copy of the Westfield Group Securityholder Booklet released by Westfield Group on the market announcements platform operated by ASX Limited ACN 008 624 691 on 14 April 2014 is provided to, or made available to, eligible employees at the time of the offer..

*performance right* means a conditional right to receive either:

- (a) a fully-paid Westfield Corporation stapled security, by way of issue or transfer, in accordance with the terms and conditions of grant (as defined in the rules of the Plan); or
- (b) where the right referred to in paragraph (a) has vested but the fully-paid Westfield Corporation stapled security to which the right relates has not been issued or transferred to the eligible employee, an equitable interest in a fully-paid Westfield Corporation stapled security; or
- (c) a cash amount equal to the market price of a Westfield Corporation stapled security in accordance with the rules of the Plan and the terms and conditions of grant (as defined in the rules of the Plan),

14-0892

where the performance right is offered for no more than nominal monetary consideration.

**Plan** means the employee incentive scheme known as the Westfield Corporation Performance Rights Plan – AU, the Westfield Corporation Performance Rights Plan – UK and the Westfield Corporation Performance Rights Plan – US, where the scheme is extended only to eligible employees and where the terms of which are substantially in the same form as those provided to ASIC on 9 September 2014.

**Scentre Group** means the stapled group comprising Scentre Group Limited ACN 001 671 496, Scentre Group Trust 1 ARSN 090 849 746, Scentre Group Trust 2 ARSN 146 934 536, Scentre Group Trust 3 ARSN 146 934 652 and their controlled entities.

**trusts** means the trusts known as the Westfield Corporation Global Performance Rights Plan Trust and the Westfield Corporation AU/NZ Performance Rights Plan Trust established by WCL and the Trustee under trust deeds, the terms of which are substantially in the same form as those provided to ASIC on 9 September 2014.

**Trustee** means the trustee of the trusts, being a wholly-owned subsidiary of WCL, appointed from time to time in accordance with the terms of the trust deeds of the trusts and in accordance with the rules of the Plan.

**WAML** means Westfield America Management Limited ACN 072 780 619, as the responsible entity of WFD and as the responsible entity of WAT.

**Westfield Corporation** means the stapled group comprising WCL, WFD and WAT and each of their controlled entities.

**Westfield Corporation stapled security** means a stapled security comprising a fully paid ordinary share in WCL, one fully paid ordinary unit in WFD and one fully paid ordinary unit in WAT, which, under the terms on which each is to be traded, must be transferred together.

**Westfield Corporation** means the stapled group comprising WCL, WFD, WAT and their controlled entities.

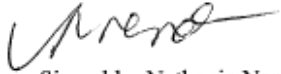
**Westfield Group** means the stapled group previously comprising Westfield Holdings Limited ACN 001 671 496 (**WHL**), Westfield Trust ARSN 090 849 746 (**WT**) and WAT and their controlled entities, prior to the 2014 Restructure.

**Westfield Retail Trust** means the stapled group previously comprising Westfield Retail Trust 1 ARSN 146 934 536 (**WRT1**) and Westfield Retail Trust 2 ARSN 146 934 652 (**WRT2**) and their controlled entities, prior to the 2014 Restructure.

**2014 Restructure** means the separation of WHL and WT from the Westfield Group to form Westfield Corporation and the merger of WHL and WT with Westfield Retail Trust to form Scentre Group.

14-0892

Dated this 10<sup>th</sup> day of September 2014



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

14-0893

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0893.

**Commencement**

3. This instrument commences on 10 September 2014.

**Declarations**

4. Part 6D.2 of the Act applies to offers for the sale of shares in Scentre Group Limited ACN 001 671 496 (*SGL*) by a holder of shares in SGL as if:
  - (a) sub-section 707(1) were modified by omitting ", (3)"; and
  - (b) sub-sections 707(3) and (4) were omitted.
5. Part 7.9 of the Act applies to offers for the sale of interests in:
  - (a) Scentre Group Trust 1 ARSN 090 849 746 (*SGT1*);
  - (b) Scentre Group Trust 2 ARSN 146 934 536 (*SGT2*);
  - (c) Scentre Group Trust 3 ARSN 146 934 652 (*SGT3*); andby a holder of an interest in SGT1, SGT2 or SGT3 as if:
  - (a) paragraphs 1012C(3)(b) and (4)(c) were modified by omitting ", (6)"; and
  - (b) sub-sections 1012C(6) and (7) were omitted.

**Where this Declaration applies**

6. This declaration applies where:
  - (a) an offer to sell a Scentre Group stapled security is made; and
  - (b) the share in SGL and the interests in SGT1 and SGT2 and SGT3 that together, comprise the Scentre Group stapled security were issued to the Trustee under a trust arrangement entered into in connection with the Plan;

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- (c) the Scentre Group stapled security is subsequently transferred by the Trustee to, or on account of, an eligible employee in accordance with the terms of the Plan; and
- (d) the Scentre Group stapled security was issued to the Trustee without disclosure under Part 6D.2 of the Act for the share in SGL and without a Product Disclosure Statement under Part 7.9 of the Act for the interests in SGT1, SGT2 and SGT3 being prepared where no disclosure document or Product Disclosure Statement was required to be given; and
- (e) SGL did not issue the shares, SML did not issue the interests in SGT1, RE1 did not issue the interests in SGT2 and RE2 did not issue the interests in SGT3, with the purpose of the eligible employee selling or transferring the share or the interests, or granting, issuing or transferring interests in, or options or warrants over, the share or the interests.

### Interpretation

7. In this instrument:

*eligible employee* means a person who is, at the time of an eligible offer, a full-time or part-time employee of Scentre Group or a related body corporate.

*eligible offer* means an offer for the issue or sale of performance rights in relation to fully-paid Scentre Group stapled securities that are in a class of securities that are quoted on the financial market operated by ASX Limited ACN 008 624 691 at the time of the offer, where:

- (a) the offer is made under the Plan; and
- (b) a copy of the Westfield Group Securityholder Booklet and the Westfield Retail Trust Securityholder Booklet released by Westfield Group and Westfield Retail Trust, respectively, on the market announcements platform operated by ASX Limited ACN 008 624 691 on 14 April 2014 is provided to, or made available to, eligible employees at the time of the offer.

*performance right* means a conditional right to receive either:

- (a) a fully-paid Scentre Group stapled security, by way of issue or transfer, in accordance with the terms and conditions of grant (as defined in the rules of the Plan); or
- (b) where the right referred to in paragraph (a) has vested but the fully-paid Scentre Group stapled security to which the right relates has not been issued or transferred to the eligible employee, an equitable interest in a fully-paid Scentre Group stapled security; or
- (c) a cash amount equal to the market price of a Scentre Group stapled security in accordance with the rules of the Plan and the terms and conditions of grant (as defined in the rules of the Plan),

14-0893

where the performance right is offered for no more than nominal monetary consideration.

**Plan** means the employee incentive scheme known as at the date of this instrument as the Scentre Group Performance Rights Plan, the terms of which are substantially in the same form as those provided to ASIC on 15 August 2014.

**RE1** means RE1 Limited ACN 145 743 862, as the responsible entity of SGT2.

**RE2** means RE2 Limited ACN 145 743 862, as the responsible entity of SGT3.

**Scentre Group** means the stapled group comprising SGL, SGT1, SGT2 and SGT3 and each of their controlled entities.

**Scentre Group stapled security** means a stapled security comprising a fully paid ordinary share in SGL, one fully paid ordinary unit in SGT1, one fully paid ordinary unit in SGT2 and one fully paid ordinary unit in SGT3, which, under the terms on which each is to be traded, must be transferred together.

**SML** means Scentre Management Limited ACN 001 670 579, as the responsible entity of SGT1.

**trust** means the trust known as the Scentre Group Performance Rights Plan Trust established by SGL and the Trustee under a trust deed, where the terms of the trust are substantially in the same form as those provided to ASIC on 9 September 2014.

**Trustee** means Amondi Pty Ltd ACN 087 465 763 as trustee of the trust, or any wholly owned subsidiary of SGL appointed as trustee from time to time, in accordance with the terms of the trust deed of the trust and the rules of the Plan.

**Westfield Corporation** means the stapled group comprising Westfield Corporation Limited ACN 166 995 197, WFD Trust ARSN 168 765 875 and Westfield America Trust ARSN 092 058 449 and each of their controlled entities.

**Westfield Group** means the stapled group previously comprising Westfield Holdings Limited ACN 001 671 496 (**WHL**), Westfield Trust ARSN 090 849 746 (**WT**) and Westfield America Trust ARSN 092 058 449 (**WAT**) and each of their controlled entities, prior to the 2014 Restructure.

**Westfield Retail Trust** means the stapled group previously comprising Westfield Retail Trust 1 ARSN 146 934 536 (**WRT1**) and Westfield Retail Trust 2 ARSN 146 934 652 (**WRT2**) and each of their controlled entities, prior to the 2014 Restructure.

**2014 Restructure** means the separation of WHL and WT from the Westfield Group to form Westfield Corporation and the merger of WHL and WT with WRT1 and WRT2 to form Scentre Group.

14-0893

Dated this 10<sup>th</sup> day of September 2014



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



14-0894

**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 (Act)*.

**Title**

2. This instrument is ASIC Instrument 14-0894.

**Commencement**

3. This instrument commences on gazettal.

**Exemptions**

4. The issuer does not have to comply with Parts 6D.2, 6D.3 (except section 736) and 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 Parts 6D.2 or 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 depository 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 Parts 6D.2 or 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 sections 736 and 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:
    - (i) the definition of “eligible offer” in paragraph 9 of the Interpretation; and
    - (ii) the definition of “issuer” in paragraph 12 of the Interpretation; and
    - (iii) the definition of “offer document” in paragraph 15 of the Interpretation; and
    - (iv) the conditions in paragraphs 3 and 4 of the Schedule; and
  - (b) would meet the requirements of the class order if:

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- (i) the definition of an “eligible offer” in paragraph 9 of the Interpretation were to read:

“9. “eligible offer” means an offer for issue or sale of performance rights in relation to fully-paid stapled securities of the issuers that are in a class of stapled securities that is quoted on the financial market operated by ASX Limited ACN 008 624 691 at the time of the offer and is made under an employee share scheme extended only to eligible employees of the issuers;”  
and

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

“9A. “employee share scheme”, for a body corporate, means a scheme under which stapled securities (or performance rights that relate to stapled securities) of which securities in the body or a related body corporate are a component 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 “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 stapled securities 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 the performance rights are on issue, 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 stapled securities 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 receive, by way of issue, transfer or allocation, a number of fully-paid stapled securities; or
- (b) to receive a cash amount equivalent to the value of a number of fully-paid stapled securities; or
- (c) either to receive by way of issue, transfer or allocation, a number of fully-paid stapled securities or to receive a cash amount equivalent to the value of such securities,

in accordance with the terms and conditions of grant as defined in the employee share scheme, 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
  - (b) the issuer must take reasonable steps to ensure that the number of stapled securities that may be issued in connection with any eligible incentive plan offer, when aggregated with:
    - (i) the number of stapled securities in the same class which would be issued were every other outstanding offer with respect to stapled securities, units of stapled securities, options to acquire unissued stapled securities and performance rights relating to stapled securities under every other employee share scheme of the issuer to vest or to be accepted or exercised;

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- (ii) the number of stapled securities 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, or stapled security 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 stapled securities in that class of the issuer as at the time of the offer; and

- (c) in the case where an offer of stapled securities (or performance rights relating to those stapled securities) is made through a trust:
  - (i) the trustee must hold the stapled securities on trust for each person (a "beneficiary") who acquires performance rights under an eligible offer on vesting of those performance rights; and
  - (ii) the trustee must cause proper written financial records to be maintained in respect of the activities of the trust and cause those records to be audited annually and made available for inspection by the beneficiaries at an office of the trustee or a place of business of the issuer during normal business hours or such other time as is agreed with beneficiaries; and
  - (iii) the trustee must ensure that each stapled security to which a performance right held by a beneficiary relates, if any, is identified in the written financial records as being held on account of that beneficiary; and
  - (iv) the trustee must not levy any fees or charges for operating and administering the trust, either payable directly by the beneficiaries or out of the assets of the trust; and

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- (v) except as expressly provided by the trust deed, a beneficiary must have the capacity to authorise the trustee to sell at or above the current market price the stapled securities to which he or she is entitled to under the deed; and
- (vi) the trustee must provide a copy of the trust deed to ASIC at the same time as a copy of the offer document is provided to ASIC in accordance with this instrument; and
- (vii) the issuer must ensure that the trust deed contains covenants binding the trustee and their agents, if any, to the effect that a beneficiary possesses substantially the same rights in respect of the stapled securities held on their behalf as if they were the legal owner of the stapled securities, including the right to:
  - (A) direct the trustee how the voting rights attaching to the stapled securities shall be exercised, either generally or in any particular case; and
  - (B) receive the income deriving from the stapled securities, including dividends declared by the issuer in respect of those stapled securities.

#### 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;
- (c) **eligible incentive plan offer** means an offer for the issue or sale of performance rights relating to stapled securities, where:
  - (i) the offer is made under an arrangement known as the Westfield Corporation Performance Rights Plan – AU, the Westfield Corporation Performance Rights Plan – UK and the Westfield Corporation Performance Rights Plan – US, the terms of which are substantially in the same form as those provided to ASIC on 9 September 2014; and
  - (ii) a copy of the Westfield Group Securityholder Booklet released by Westfield Group on the market announcements platform operated by ASX Limited ACN 008 624 691 on 14 April 2014 is provided to, or made available to, eligible employees at the time of the offer;
- (d) **issuer** means Westfield Corporation Limited ACN 166 995 197 (**WCL**) or a related body corporate of WCL and Westfield America Management Limited ACN 072

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780 619, as the responsible entity of WFD Trust ARSN 168 765 875 (*WFD*) and as the responsible entity of Westfield America Trust ARSN 092 058 449 (*WAT*); and

- (e) **Scentre Group** means the stapled group comprising Scentre Group Limited ACN 001 671 496, Scentre Group Trust 1 ARSN 090 849 746, Scentre Group Trust 2 ARSN 146 934 536, Scentre Group Trust 3 ARSN 146 934 652 and their controlled entities;
- (f) **stapled securities** means stapled securities comprising a fully paid ordinary share in WCL, one fully paid ordinary unit in WFD and one fully paid ordinary unit in WAT, which, under the terms on which each is to be traded, must be transferred together;
- (g) **trust** means the trusts known as the Westfield Corporation Global Performance Rights Plan Trust and the Westfield Corporation AU/NZ Performance Rights Plan Trust established by WCL and the trustee under trust deeds, the terms of which are substantially in the same form as those provided to ASIC on 9 September 2014;
- (h) **trustee** means the trustee of the trust, being a wholly-owned subsidiary of WCL, appointed from time to time in accordance with the terms of the trust deeds of the trust and in accordance with the rules of the Plan;
- (i) **Westfield Corporation** means the stapled group comprising WCL, WFD, WAT and their controlled entities;
- (j) **Westfield Group** means the stapled group previously comprising Westfield Holdings Limited ACN 001 671 496 (*WHL*), Westfield Trust ARSN 090 849 746 (*WT*) and WAT and their controlled entities, prior to the 2014 Restructure;
- (k) **Westfield Retail Trust** means the stapled group previously comprising Westfield Retail Trust 1 ARSN 146 934 536 (*WRT1*) and Westfield Retail Trust 2 ARSN 146 934 652 (*WRT2*) and their controlled entities, prior to the 2014 Restructure; and
- (l) **2014 Restructure** means the separation of WHL and WT from the Westfield Group to form Westfield Corporation and the merger of WHL and WT with Westfield Retail Trust to form Scentre Group.

Dated this 10<sup>th</sup> day of September 2014



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

14-0895

**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 (Act)*.

**Title**

2. This instrument is ASIC Instrument 14-0895.

**Commencement**

3. This instrument commences on gazettal.

**Exemptions**

4. The issuer does not have to comply with Parts 6D.2, 6D.3 (except section 736) and 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 Parts 6D.2 or 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 Parts 6D.2 or 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 sections 736 and 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:
    - (i) the definition of “eligible offer” in paragraph 9 of the Interpretation; and
    - (ii) the definition of “issuer” in paragraph 12 of the Interpretation; and
    - (iii) the definition of “offer document” in paragraph 15 of the Interpretation; and
    - (iv) the conditions in paragraphs 3 and 4 of the Schedule; and
  - (b) would meet the requirements of the class order if:

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- (i) the definition of an “eligible offer” in paragraph 9 of the Interpretation were to read:

“9. “eligible offer” means an offer for issue or sale of performance rights in relation to fully-paid stapled securities of the issuers that are in a class of stapled securities that is quoted on the financial market operated by ASX Limited ACN 008 624 691 at the time of the offer and is made under an employee share scheme extended only to eligible employees of the issuers;”  
and

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

“9A. “employee share scheme”, for a body corporate, means a scheme under which stapled securities (or performance rights that relate to stapled securities) of which securities in the body or a related body corporate are a component 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 “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 stapled securities 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 the performance rights are on issue, 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 stapled securities 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 receive, by way of issue, transfer or allocation, a number of fully-paid stapled securities; or
- (b) to receive a cash amount equivalent to the value of a number of fully-paid stapled securities; or
- (c) either to receive by way of issue, transfer or allocation, a number of fully-paid stapled securities or to receive a cash amount equivalent to the value of such securities,

in accordance with the terms and conditions of grant as defined in the employee share scheme, 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
  - (b) the issuer must take reasonable steps to ensure that the number of stapled securities that may be issued in connection with any eligible incentive plan offer, when aggregated with:
    - (i) the number of stapled securities in the same class which would be issued were every other outstanding offer with respect to stapled securities, units of stapled securities, options to acquire unissued stapled securities and performance rights relating to stapled securities under every other employee share scheme of the issuer to vest or to be accepted or exercised;

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(ii) the number of stapled securities 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, or stapled security 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 stapled securities in that class of the issuer as at the time of the offer; and

(c) in the case where an offer of stapled securities (or performance rights relating to those stapled securities) is made through a trust:

(i) the trustee must hold the stapled securities on trust for each person (a "beneficiary") who acquires performance rights under an eligible offer on vesting of those performance rights; and

(ii) the trustee must cause proper written financial records to be maintained in respect of the activities of the trust and cause those records to be audited annually and made available for inspection by the beneficiaries at an office of the trustee or a place of business of the issuer during normal business hours or such other time as is agreed with beneficiaries; and

(iii) the trustee must ensure that each stapled security to which a performance right held by a beneficiary relates, if any, is identified in the written financial records as being held on account of that beneficiary; and

(iv) the trustee must not levy any fees or charges for operating and administering the trust, either payable directly by the beneficiaries or out of the assets of the trust; and

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- (v) except as expressly provided by the trust deed, a beneficiary must have the capacity to authorise the trustee to sell at or above the current market price the stapled securities to which he or she is entitled to under the deed; and
- (vi) the trustee must provide a copy of the trust deed to ASIC at the same time as a copy of the offer document is provided to ASIC in accordance with this instrument; and
- (vii) the issuer must ensure that the trust deed contains covenants binding the trustee and their agents, if any, to the effect that a beneficiary possesses substantially the same rights in respect of the stapled securities held on their behalf as if they were the legal owner of the stapled securities, including the right to:
  - (A) direct the trustee how the voting rights attaching to the stapled securities shall be exercised, either generally or in any particular case; and
  - (B) receive the income deriving from the stapled securities, including dividends declared by the issuer in respect of those stapled securities.

#### 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;
- (c) **eligible incentive plan offer** means an offer for the issue or sale of performance rights relating to stapled securities, where:
  - (i) the offer is made under an arrangement known as the Scentre Group Performance Rights Plan, the terms of which are substantially in the same form as those provided to ASIC on 15 August 2014; and
  - (ii) a copy of the Westfield Group Securityholder Booklet and the Westfield Retail Trust Securityholder Booklet released by Westfield Group and Westfield Retail Trust, respectively, on the market announcements platform operated by ASX Limited ACN 008 624 691 on 14 April 2014 is provided to, or made available to, eligible employees at the time of the offer;
- (d) **issuer** means Scentre Group Limited ACN 001 671 496 (**SGL**) or a related body corporate of SGL, Scentre Management Limited ACN 001 670 579 as the responsible entity of Scentre Group Trust 1 ARSN 090 849 746 (**SGTI**), RE1 Limited ACN 145 743 862 as the responsible entity of Scentre Group Trust 2

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ARSN 146 934 536 (*SGT2*) and RE2 Limited ACN 145 744 065 as the responsible entity of Scentre Group Trust 3 ARSN 146 934 652 (*SGT3*);

- (e) *Scentre Group* means the stapled group comprising SGL, SGT1, SGT2, SGT3 and each of their controlled entities;
- (f) *stapled securities* means stapled securities comprising a fully paid ordinary share in SGL, one fully paid ordinary unit in SGT1, one fully paid ordinary unit in SGT2 and one fully paid ordinary unit in SGT3, which, under the terms on which each is to be traded, must be transferred together;
- (g) *trust* means the trust known as the Scentre Group Performance Rights Plan Trust established by SGL and the Trustee under a trust deed, where the terms of the trust are substantially in the same form as those provided to ASIC on 9 September 2014;
- (h) *Trustee* means Amondi Pty Ltd ACN 087 465 763 as trustee of the trust, or any wholly owned subsidiary of SGL appointed as trustee from time to time, in accordance with the terms of the trust deed of the trust and the rules of the Plan;
- (i) *Westfield Corporation* means the stapled group comprising Westfield Corporation Limited ACN 166 995 197, WFD Trust ARSN 168 765 875 and Westfield America Trust ARSN 092 058 449 and each of their controlled entities; and
- (j) *Westfield Group* means the stapled group previously comprising Westfield Holdings Limited ACN 001 671 496 (*WHL*), Westfield Trust ARSN 090 849 746 (*WT*) and Westfield America Trust ARSN 092 058 449 (*WAT*) and each of their controlled entities, prior to the 2014 Restructure;
- (k) *Westfield Retail Trust* means the stapled group previously comprising Westfield Retail Trust 1 ARSN 146 934 536 (*WRT1*) and Westfield Retail Trust 2 ARSN 146 934 652 (*WRT2*) and each of their controlled entities, prior to the 2014 Restructure; and
- (l) *2014 Restructure* means the separation of WHL and WT from the Westfield Group to form Westfield Corporation and the merger of WHL and WT with WRT1 and WRT2 to form Scentre Group.

Dated this 10<sup>th</sup> day of September 2014



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

14 - 0900

**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 5 September 2014.

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION****IN THE MATTER OF ISHAN SEENAR SAPPIDEEN****SECTIONS 920A AND 920B OF THE CORPORATIONS ACT 2001**

To: Mr Ishan Seenar Sappideen

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

**TAKE NOTICE** that under paragraphs 920A(1)(d), 920A(1)(e) and 920A(1)(f), and section 920B of the Corporations Act 2001, the Australian Securities and Investments Commission prohibits Ishan Seenar Sappideen permanently from providing any financial services.

Dated this 25<sup>th</sup> day of August 2014.

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

Your attention is drawn to s920C and s1311 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).

14-0905

**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 14-0905.

**Commencement**

3. This instrument commences on 8 September 2014.

**Declaration**

4. Chapter 6D of the Act applies to Ellerston Global Investments Limited ACN 169 464 706 (*Company*) in the case specified in paragraph 5 as if Part 6D.2 were modified or varied by:
  - (a) omitting paragraph 723(3)(b) and substituting:

“(b) the securities are not admitted to quotation within 7 months after the date the offer of the securities under the disclosure document closed for applications for the securities;”;
  - (b) omitting subparagraph 724(1)(b)(ii) and substituting:

“(ii) the securities are not admitted to quotation within 7 months after the offer of the securities under the disclosure document closed for applications for the securities; or”

**Where this instrument applies**

5. This instrument applies in relation to an offer or issue of Loyalty Options by the Company under a disclosure document lodged with ASIC on or about the date of this instrument (*Offer*).

**Interpretation**

6. In this instrument:
  - (a) *Share* means a fully paid ordinary share in the Company;
  - (b) *Vest* in relation to a Loyalty Option means a process under the terms of the Loyalty Option under which the Loyalty Option may first be exercised for an underlying Share;
  - (c) *Vesting Date* means the date that is 6 months after the closing date of the Offer provided in the disclosure document; and



14-0905

- (d) **Loyalty Option** means an option to acquire by way of issue a Share the terms of which are set out in the disclosure document and which:
- (i) is offered for issue with Shares under the disclosure document in relation to the Offer, on the basis of one option for every two Shares; and
  - (ii) which will either Vest or lapse on the Vesting Date depending on whether certain Vesting conditions specified in the terms of the option are satisfied; and
  - (iii) which will be offered under the disclosure document on the basis that no consideration is to be provided for the issue of the option.

Dated this 8<sup>th</sup> day of September 2014



Signed by Melissa Liu  
as a delegate of the Australian Securities and Investments Commission

14 – 0908

**Australian Securities and Investments Commission  
Corporations Act 2001 – Paragraph 655A(1)(b) – Revocation and Declaration**

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument [14/0908].

**Commencement**

3. This instrument commences on 8 September 2014.

**Declaration**

4. Chapter 6 of the Act applies to Stanhill Capital Partners Holdings Limited (*Stanhill*), a body incorporated under the laws of the British Virgin Islands, as if paragraph 631(1)(b) of the Act were modified or varied by omitting “within 2 months after the proposal” and substituting “within 2 months and 9 days after the proposal”.


**Where this instrument applies**

5. The declaration in paragraph 4 applies in relation to the public proposal by Stanhill on 1 July 2014 to make a takeover bid for all of the ordinary shares in Robust Resources Ltd ACN 122 238 813, where by 7.30 pm Australian Eastern Standard Time on 8 September 2014, Stanhill has given a notice to ASX Limited ACN 008 624 691 (*ASX*), for release on the ASX Company Announcements Platform, that explains the need for, and effect of, this declaration.

**Revocation**

6. ASIC Instrument [14/0871] is revoked.

Dated this 8th day of September 2014



Signed by Tanya Tang

as a delegate of the Australian Securities and Investments Commission

14 - 0909

**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 5 September 2014.

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION****IN THE MATTER OF DAVID NEIL WILKINS****SECTIONS 920A AND 920B OF THE CORPORATIONS ACT 2001**

To: Mr David Neil Wilkins

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

**TAKE NOTICE** that under paragraphs 920A(1)(e) and 920A(1)(g), and section 920B, of the Corporations Act 2001 the Australian Securities and Investments Commission prohibits David Neil Wilkins from providing any financial services for a period of five years.

Dated this 3<sup>rd</sup> day of September 2014.

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

Your attention is drawn to s920C and s1311 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).

14-0914

**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 (Act)*.

**Title**

2. This instrument is ASIC Instrument [14-0914].

**Commencement**

3. This instrument commences on 9 September 2014.

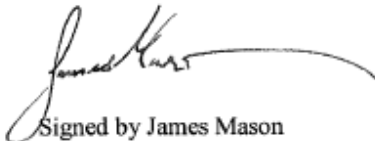
**Declaration**

4. Chapter 6D of the Act applies to an offer for sale of ordinary shares in Stream Group Limited ACN 010 597 672 (the *Company*) as if paragraph 708A(5)(b) of the Act were modified by deleting the words "5 days" and substituting the words "63 days".

**Where this instrument applies**

5. This instrument applies to an offer for sale of ordinary shares in the Company where:
  - (a) the ordinary shares were issued in the period between 9 September 2014 and 17 October 2014 under an offer which did not require disclosure under Part 6D.2 of the Act because of subsection 708(8), subsection 708(10), or subsection 708(11) of the Act; or
  - (b) the Company has given ASX Limited ACN 008 624 691 a notice under paragraph 708A(5)(e) of the Act which complies with subsection 708A(6) of the Act.

Dated this 9<sup>th</sup> day of September 2014



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

14 – 0916

**Australian Securities and Investments Commission  
Corporations Act 2001 — Subsection 655A(1) – Revocation, Exemption and  
Declaration**

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument [14/0916].

**Commencement**

3. This instrument commences on 9 September 2014.

**Exemption**

4. ASIC exempts the following persons from section 606 of the Act:
  - (a) Stanhill Capital Partners Holdings Limited, a body incorporated under the laws of the British Virgin Islands (*Stanhill*);
  - (b) tp2 Limited, a body incorporated under the laws of the British Virgin Islands (*tp2*); and
  - (c) Droxford International Ltd, a body incorporated under the laws of the British Virgin Islands (*Droxford*).

**Declarations**

5. Chapter 6 of the Act applies to Stanhill, tp2, Droxford, Padiham Resources Pty Ltd ACN 601 323 871 (*Padiham*) and Techpacific Capital Partners Ltd, a body incorporated under the laws of the British Virgin Islands (*Techpacific*), as if item 9 of the table in section 611 were modified or varied by inserting at the end of the item:

“In determining a person's voting power in a company 6 months before an acquisition for the purposes of paragraph (b), disregard any relevant interests a person or their associate had in voting shares in the company at that time that was acquired as a result of, or in connection with, entry into an agreement of the kind referred to in paragraph (b) of the definition of *displacing proposal* in subsection 631(5).”
6. Chapter 6 of the Act applies to Stanhill, as if section 631 were modified or varied as follows:
  - (a) omit subsection (1), substitute:

- “(1) Subject to subsection (1AA), a person contravenes this subsection if:
- (a) either alone or with other persons, the person publicly proposes to make a takeover bid for securities in a company; and
  - (b) the person does not make offers for the securities under a takeover bid within:
    - (i) if the proposal is a displaced proposal—the earlier of:
      - (A) 3 weeks after the first public announcement that offers under a takeover bid referred to in a displacing proposal made by the person will not be made, or will not be made on the terms and conditions specified in the displacing proposal; or
      - (B) 3 weeks after the termination or variation of any relevant agreement in accordance with which a bid referred to in a displacing proposal made by the person is made or proposed to be made; or
      - (C) 3 weeks after the offer period for a takeover bid made in accordance with a displacing proposal made by the person ends; or
    - (ii) otherwise—2 months after the proposal.

The terms and conditions of the bid must be the same as or not substantially less favourable than those in the public proposal.”;

- (b) after subsection (1), insert:

- “(1AA) A person does not contravene subsection (1) in relation to a displaced proposal if, under a takeover bid made in accordance with a displacing proposal by the person in relation to the company:
- (a) the bidder has received acceptances in respect of 50.1% or more of the bid class securities in which none of:
    - (i) the bidder;
    - (ii) each person who has a relevant interest in any securities of the bidder; or
    - (iii) any associate of a person referred to in subparagraphs (i) and (ii);had a relevant interest at the commencement of the offer period; and
  - (b) all defeating conditions applying to the offers and takeover contracts have been satisfied or freed,

prior to the time offers must be made under subparagraph (1)(b)(i).”; and

(c) after subsection (3), insert:

“(4) For the purposes of this section, a public proposal to make a takeover bid for securities in a company is a *displaced proposal* if, and only if, the person who made the proposal or an associate of the person has, either alone or with other persons, made a displacing proposal within 2 months and 9 days after the proposal.

(5) In this section:

*displaced proposal* has the meaning given by subsection (4).

*displacing proposal* means a public proposal, to which subsection (1) applies, that is made:

- (a) either alone or with other persons, by a person, or an associate of a person, who within the 2 months and 9 days before the proposal made an earlier public proposal, to which subsection (1) applies to make a takeover bid for securities in the company;
- (b) in accordance with an agreement that satisfies each of the following:
  - (i) the agreement is between two or more persons who will each acquire relevant interests in the securities of the company in respect of which acceptances are received under the proposed takeover bid; and
  - (ii) ASIC has exempted the acquisition of relevant interests under the agreement from the provisions of this Chapter under section 655A; and
- (c) within one business day of the exemption referred to in subparagraph (b)(ii).”

#### Where this instrument applies

7. The exemption in paragraph 4 of this instrument applies to an acquisition of a relevant interest in ordinary shares in Robust Resources Ltd ACN 122 238 813 (*Robust*) arising solely as a result of the entry by Stanhill, tp2 and Droxford (*Joint Bidders*) into a joint bidding agreement dated on or about 9 September 2014 (*Agreement*) for the purposes of the Joint Bidders jointly making, or causing to be made, an off-market takeover bid for all of the fully paid ordinary shares in Robust (*Joint Bid*), where:

- (a) the terms of the Agreement are the same, in all material respects, as those set out in the draft agreement provided to ASIC by email at 4.25 pm Australian Eastern Standard Time (*AEST*) on 9 September 2014; and

- (b) immediately prior to entering into the Agreement:
  - (i) Stanhill has a relevant interest in 19.9% of the issued voting shares in Robust; and
  - (ii) Droxford has a relevant interest in 26.7% of the issued voting shares in Robust.
- 8. The declaration in paragraph 5 of this instrument applies to an acquisition of a relevant interest in securities in Robust by Stanhill, tp2, Droxford, Padiham or Techpacific (together, *Joint Bid Associates*) within 6 months of the latter of:
  - (a) the close of the offer under the Joint Bid;
  - (b) the date the Agreement terminates; and
  - (c) the date that any relevant agreement that affects a Joint Bid Associate's voting power in Robust and relates to the Joint Bid ceases to affect the Joint Bid Associate's voting power.
- 9. The declaration in paragraph 6 of this instrument applies in relation to the public proposal by Stanhill on 1 July 2014 to make a takeover bid for all of the ordinary shares in Robust where by 7:30pm Australian Eastern Standard Time on 10 September 2014, Stanhill has given a notice to ASX Limited ACN 008 624 691 (*ASX*) for release on the ASX Company Announcements Platform, that explains the need for, and effect of, the relief contained in this instrument.

#### Conditions

- 10. The exemption in paragraph 4 of this instrument is subject to the following conditions:
  - (a) the Joint Bidders must notify ASIC of, and on request provide ASIC with:
    - (i) any amendment to the Agreement; and
    - (ii) any other relevant agreement that affects a Joint Bid Associate's voting power in Robust and relates to the Joint Bid;
  - (b) offers made under the Joint Bid must be subject to a defeating condition that the bidder receives acceptances in respect of 50.1% or more of the bid class securities in which neither the bidder, a Joint Bidder nor any associate of a Joint Bidder had a relevant interest at the commencement of the offer period;
  - (c) the bidder's statement in respect of the Joint Bid must state that the defeating condition described in subparagraph 10(b) of this instrument will not be waived;
  - (d) the Joint Bidders must use their best endeavours to have Robust engage an independent expert to prepare a report on whether, in the expert's opinion, the



Joint Bid is fair and reasonable to Robust shareholders not associated with the Joint Bidders or their respective associates;

- (e) if, after the announcement of the Joint Bid, and before the end of the offer period for the Joint Bid, a person who is not an associate of either the bidder or a Joint Bidder makes or varies offers under a takeover bid (*Rival Bid*), and the Rival Bid satisfies the following conditions:

- (i) the offers under the bid are:
- (A) offers to buy all of the securities in the bid class for the Joint Bid; and
  - (B) free of any defeating conditions that do not relate only to the happening of an event or circumstance referred to in subsection 652C(1) or (2) of the Act; and
- (ii) the consideration that is offered under the bid is more than 105% of the value of consideration offered under the Joint Bid (as assessed by ASIC and notified to the Joint Bidders where the consideration offered under either the Joint Bid or the Rival Bid involves non-cash consideration),

the Joint Bidders must, within 7 days of the conditions set out in subparagraphs 10(e)(i) and 10(e)(ii) of this instrument being satisfied, ensure that:

- (iii) the consideration offered under the Joint Bid is increased to a value that is equal to, or higher than, the consideration offered under the Rival Bid; and
- (iv) if the consideration offered under either the Joint Bid or the Rival Bid involves non-cash consideration—ASIC has assessed the increased consideration under the Joint Bid and has notified the Joint Bidders that it is satisfied that the consideration offered is of equal or higher value to that offered under the Rival Bid,

unless the offers under the Rival Bid in respect of all of the Robust shares in which the Joint Bidders have a relevant interest have been accepted by that time.

- (f) if, after the announcement of the Joint Bid, and before the end of the offer period for the Joint Bid, the target of the Joint Bid enters into an agreement with someone else who is not an associate of the bidder or the Joint Bidders to propose a compromise or arrangement under Part 5.1 (*Rival Scheme*) which, if approved, will result in a person acquiring a relevant interest in all of the securities in the target in exchange for the person providing consideration to target holders that is more than 105% of the value of the highest consideration offered under the Joint Bid (as assessed by ASIC and notified to the Joint Bidders where the consideration offered under either the Joint Bid or the Rival Scheme involves non-cash consideration) the Joint


Bidders must not, and must ensure that any associate does not, cast a vote against any resolution necessary to approve the Rival Scheme.

- (g) the Joint Bidders must take all reasonable steps to ensure that any bid class securities that may be required to be accepted into a rival bid under the condition in subparagraph 10(e) of this instrument, or in respect of which the voting restriction in subparagraph 10(f) of this instrument may apply, remain at all times within the power of the Joint Bidders to dispose of, or vote in accordance with those conditions;
- (h) the Joint Bidders must immediately terminate the Agreement and all other relevant agreements entered into by any of the Joint Bidders or their respective associates that affects a Joint Bid Associate's voting power in Robust and relates to the Joint Bid, if the Joint Bid does not proceed or fails because of a defeating condition that has been neither satisfied nor waived;
- (i) if any person that is not a Joint Bid Associate (*New Associate*) becomes an associate of any Joint Bid Associate during the period from the date of this instrument until the date each Joint Bid Associate ceases to have voting power in Robust that is affected by any relevant agreement relating to the Joint Bid, each Joint Bid Associate that is an associate of the New Associate must take all reasonable steps to ensure that the New Associate does not acquire relevant interests in securities of Robust in reliance on item 9 of the table in section 611 that the New Associate would not be able to acquire if each of the Joint Bid Associates' voting power in Robust had, at all relevant times, excluded any voting power arising as a result of, or in connection with any relevant agreement relating to the Joint Bid;
- (j) the Joint Bidders must incorporate the conditions described in subparagraphs 10(b) to 10(f) of this instrument into any agreement, arrangement or understanding entered in connection with the Joint Bid; and
- (k) the Joint Bidders must ensure that offers are made under the Joint Bid by no later than 30 September 2014.

#### Revocation

11. ASIC Instrument [14/0908] is revoked effective 11 September 2014.

Dated this 9th day of September 2014



Signed by Tanya Tang  
as a delegate of the Australian Securities and Investments Commission

14 - 0921

**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* (the *Act*).

**Title**

2. This instrument is ASIC Instrument [14/0921].

**Commencement**

3. This instrument commences on 10 September 2014.

**Exemption**

4. Huon Aquaculture Group Pty Ltd ACN 114 456 781 (*Huon*) does not have to comply with subsection 734(2) of the Act.

**Where the exemption applies**

5. Communications by Huon to employees of the Huon Group concerning:
  - (a) details of the participation of employees of the Huon Group in an offer of Shares as part of the IPO;
  - (b) details of any employee incentive plan under which employees of the Huon Group will be offered securities around the same time as the IPO;
  - (c) the timing of the IPO; and
  - (d) information about impending announcements in relation to the IPO.

**Conditions**

6. This exemption does not apply if, in communicating any of the information set out in paragraph 5 of this instrument, Huon communicates any advantages, benefits or merits of the IPO.
7. This exemption ceases to apply on the earlier of:
  - (a) the date on which the IPO prospectus is lodged with ASIC; and
  - (b) 30 November 2014.

**Interpretation**

In this instrument:

*IPO* means an initial public offering of Shares.

*IPO prospectus* means the prospectus proposed to be lodged with ASIC by Huon in about October 2014.

*Huon Group* means Huon and its related entities.

*Shares* means fully paid ordinary shares in Huon.

Dated this 10th day of September 2014

  
.....  
Signed by Tanya Tang  
as a delegate of the Australian Securities and Investments Commission

14-0924

**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 (Act)*.

**Title**

2. This instrument is ASIC Instrument [14-0924].

**Commencement**

3. This instrument commences on gazettal.

**Exemptions**

4. The issuer does not have to comply with:
  - (a) Parts 6D.2 and 6D.3 (except section 739) of the Act where the issuer or a related body corporate of the issuer makes an eligible incentive plan offer;
  - (b) Part 7.9 of the Act where the issuer:
    - (i) makes an eligible incentive plan offer;
    - (ii) offers to arrange for the issue of financial products under an eligible incentive plan offer; or
    - (iii) 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

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financial product advice from an independent person who is licensed by ASIC to give such advice; and

- (b) 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 Parts 6D.2 and 6D.3 (except section 736) of the Act and 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 sections 736 and 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. The custodian is exempt from the requirement to hold an Australian financial services licence under subsection 911A(1) of the Act for the provision of the following financial services:
  - (a) a custodial or depositary service in connection with an eligible incentive plan offer where the custodian performs their duties in good faith and has sufficient resources to perform those duties; and
  - (b) dealing in a financial product in the course of providing a custodial or depositary service covered by subparagraph (a).
- 8. The warrant issuer is exempt from the requirement to hold an Australian financial services licence for the provision of the following financial services:
  - (a) the provision of general advice to a related body corporate of the issuer reasonably given in connection with the issue of a warrant where the advice includes a statement to the effect that any advice given, is general advice only, and that the related body corporate of the issuer should consider obtaining their own financial product advice from an independent person who is licensed by ASIC to give such advice; and
  - (b) dealing in a financial product in connection with the issue of a warrant to a related body corporate of the issuer.
- 9. Where the warrant issuer is exempt from the requirement to hold an Australian financial services licence because of the exemption in paragraph 8, the warrant issuer also does not have to comply with sections 992A and 992AA of the Act in relation to the offer of a

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warrant covered by paragraph 8, made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the issue of the warrant.

10. 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**

11. 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:

“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 financial market operated by NYSE Euronext Paris throughout the 12 month period immediately before the offer without suspension for more than a total of 2 trading days during that period; or
- (b) options for the issue or transfer of shares referred to in paragraph (a); or
- (c) share appreciation rights in relation to shares referred to in paragraph (a);

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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 share appreciation rights or the shares to which the share appreciation 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



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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 share appreciation 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. “share appreciation right” means a conditional right:

- (d) to be issued or transferred a fully-paid ordinary share in the capital of the issuer; or
- (e) to receive a cash amount equivalent to the value of a fully paid ordinary share in the capital of the issuer,

where the share appreciation right is offered for no more than nominal monetary consideration;”.

**Conditions**

12. 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
- (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:

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- (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

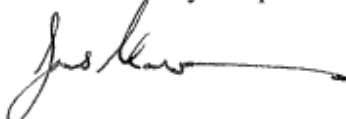
13. In this instrument:

- (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;
- (c) **custodian** means Société Générale S.A., a limited liability company registered with the French commercial register of companies under the number RCS Paris 552 120 222;
- (d) **eligible incentive plan offer** means the GDF SUEZ Link 2014 Employee Share Plan (under which the performance rights are referred to as share appreciation rights), the terms of which are substantially in the same form as those provided to ASIC on 18 August 2014;

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- (e) *issuer* means GDF SUEZ S.A., a company registered with the French commercial register of companies under the number RCS Nanterre 542 107 651, and any related body corporate;
- (f) *warrant* means a derivative issued by the warrant issuer to a related body corporate of the issuer in accordance with the rules of the eligible incentive plan offer in relation to the related body corporate's obligation to an eligible employee under an offer of share appreciation rights; and
- (g) *warrant issuer* means Crédit Agricole Corporate and Investment Bank, a company registered with the French commercial register of companies under the number RCS Nanterre 304 187 701.

Dated this 11<sup>th</sup> day of September 2014



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

14-0927

**Australian Securities and Investments Commission**  
**Corporations Act 2001 – Subsection 111AT(1) - Exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under subsection 111AT(1) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument 14-0927.

**Commencement**

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

**Exemption**

4. ASIC exempts Becton Property Group Limited (receivers and managers appointed) ACN 095 067 771 (the *company*) from the disclosing entity provisions in Part 2M.3 of the Act for the financial year ending 30 June 2014.

**Where this instrument applies**

5. This instrument applies for so long as the receivers and managers maintain arrangements for answering, free of charge, reasonable enquiries from the company's members about the consequences of the external administration of the company.
6. Within 2 business days of the commencement of this instrument or of any subsequent instrument that amends this instrument, make this instrument available on the receivers and managers' website in a section maintained in relation to the company, in a way that is readily accessible by the public from the website.

**Where this instrument ceases to apply**

7. This instrument ceases to apply 12 March 2015.

**Interpretation:**

In this instrument:

*disclosing entity provisions* has the meaning given by section 111AR of the Act.

*receivers and managers* has the meaning given in the definition of *receiver and manager* in section 9 of the Act.

2.

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*receivers and managers* refers to the appointment of Mark Anthony Korda and Jannamaria Robertson on 26 February 2013 and of Cassandra Elysium Mathews on 8 July 2014 of KordaMentha Pty Ltd ACN 100 169 391 as receivers and managers.

Dated: 11th September 2014



.....  
Signed by Pamela Smith  
as a delegate of the Australian Securities and Investments

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 September 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company**

**ARBN**

BETAMET AUTOMATION OY

153 843 219

EDGAR FILMS LIMITED

116 087 695

GAVILON AUSTRALIA, LLC

119 378 755

MARATHON OIL TIMOR GAP EAST, LTD.

055 445 415

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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 twelfth day of September 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

APN DEVELOPMENT FUND NO.1

**ARSN**

113 737 652

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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.

**AGRICAPITAL LIMITED** ACN 164 000 597 will change to a proprietary company limited by shares. The new name will be AGRICAPITAL PTY LIMITED ACN 164 000 597.

**APN OUTDOOR GROUP PTY LTD** ACN 155 848 589 will change to a public company limited by shares. The new name will be APN OUTDOOR GROUP LIMITED ACN 155 848 589.

**BARRICK (AUSTRALIA PACIFIC) LIMITED** ACN 008 143 137 will change to a proprietary company limited by shares. The new name will be BARRICK (AUSTRALIA PACIFIC) PTY LIMITED ACN 008 143 137.

**BARRICK (PLUTONIC) LIMITED** ACN 004 680 997 will change to a proprietary company limited by shares. The new name will be BARRICK (PLUTONIC) PTY LIMITED ACN 004 680 997.

**DOVAL CONSTRUCTIONS (QLD.) PTY. LTD.** ACN 010 007 155 will change to a public company limited by shares. The new name will be DOVAL CONSTRUCTIONS (QLD.) LTD ACN 010 007 155.

**ECOFLEX AUSTRALIA PTY. LIMITED** ACN 081 641 518 will change to a public company limited by shares. The new name will be ECOFLEX LIMITED ACN 081 641 518.

**PARKER RESOURCES NL** ACN 148 142 634 will change to a public company limited by shares. The new name will be PARKER RESOURCES LIMITED ACN 148 142 634.

**ALPHATISE PTY LTD** ACN 158 717 796 will change to a public company limited by shares. The new name will be ALPHATISE LTD ACN 158 717 796.

**ARRIVE WEALTH MANAGEMENT LIMITED** ACN 064 490 446 will change to a proprietary company limited by shares. The new name will be ARRIVE WEALTH MANAGEMENT PTY LIMITED ACN 064 490 446.

**BARRICK (COWAL) LIMITED** ACN 007 857 598 will change to a proprietary company limited by shares. The new name will be BARRICK (COWAL) PTY LIMITED ACN 007 857 598.

**BARRICK MINING COMPANY (AUSTRALIA) LIMITED** ACN 006 245 629 will change to a proprietary company limited by shares. The new name will be BARRICK MINING COMPANY (AUSTRALIA) PTY LIMITED ACN 006 245 629.

**DOW CHEMICAL (AUSTRALIA) LTD** ACN 000 264 979 will change to a proprietary company limited by shares. The new name will be DOW CHEMICAL (AUSTRALIA) PTY LTD ACN 000 264 979.

**HUMAN GENETIC SIGNATURES PTY LIMITED** ACN 095 913 205 will change to a public company limited by shares. The new name will be GENETIC SIGNATURES LIMITED ACN 095 913 205.

**WOLLONGONG HAWKS LTD** ACN 137 348 013 will change to a proprietary company limited by shares. The new name will be WOLLONGONG HAWKS PTY LTD ACN 137 348 013.