



**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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16-0915

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

**Enabling legislation**

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

**Exemptions**

2. The exemptions in paragraph 3 apply to an interest in a managed investment scheme (*serviced strata scheme*) which involves an owner (*investor*) of real property (*strata unit*), in the investor's discretion, making their strata unit available for use by a person (*operator*) as part of a serviced apartment, hotel, motel or resort complex located at 6 McLeod Street, Cairns, Queensland.
3. An interest in the serviced strata scheme is exempt from the following provisions of the Act:
  - (a) Part 7.6 (other than Divisions 4 and 8); and
  - (b) section 992AA; and
  - (c) section 1017F.

**Where exemption applies**

4. The exemptions in paragraph 3 only apply where all of the following requirements are satisfied:
  - (a) each investor and the operator may withdraw from participation in the scheme on no more than 90 days' notice and an investor that withdraws will not be bound after that notice expires to allow use of their strata unit except for occupation of the strata unit:
    - (i) by a person other than the operator or an associate of the operator; and
    - (ii) under an agreement that the operator made with that person before the notice of withdrawal was given;
  - (b) each investor may, if the investor withdraws from participation in the scheme, appoint another person to manage their strata unit;

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

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been dealt with in accordance with the terms of the trust by a registered company auditor at least annually;

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

#### **Terms of agreement between investor and operator**

- 5. The agreement specified in subparagraph 4(f) is to contain provisions to the following effect:
  - (a) *Transfer of management rights*
    - (i) If a majority of scheme members advise the operator in writing that they wish to terminate the operator's engagement, the operator must within 9 months transfer the management rights to a person that is chosen by the operator that has not been involved in the operation (including promotion) of the scheme and is not controlled by a person that has been involved in the operation (including promotion) of the scheme; and
    - (ii) If an operator fails to complete that transfer within the 9 month period, the operator must cause the transfer of the management rights to a replacement operator named in a written notice given by a majority of scheme members, at a price specified in the notice; and
    - (iii) A transfer referred to in subparagraph (i) or (ii) must be done as soon as practicable, but if there is a body corporate for the real property to which the scheme relates, there must be a reasonable time for members of the body corporate to consider whether to make a decision referred to in subparagraph (b)(ii) unless the body corporate has consented to the transfer; and

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- (b) *Consent of body corporate to new care-taking arrangements*
- (i) If an operator receives a notice under subparagraph (a)(i), the operator must advise all body corporate members of the name of the person to whom the transfer is to be made; and
  - (ii) Unless the body corporate has consented to the transfer, an operator does not have to transfer the management rights to the person named in the notice described in subparagraph (a)(ii) if a majority of body corporate members state in writing to the operator that the person should not be engaged by the body corporate to perform care-taking functions; and
  - (iii) If a majority of body corporate members make a decision referred to in subparagraph (b)(ii), a majority of scheme members may then at any time name a replacement operator by a written notice, to whom the operator must transfer the management rights at a price specified in the notice and the notice will be taken to be given in accordance with subparagraph (a)(ii); and
  - (iv) This subparagraph does not apply if the body corporate or a majority of body corporate members agree in writing to the transfer to the person named in a notice under subparagraph (a)(ii) or (b)(iii) before that notice is given to the operator; and
- (c) *Price payable on transfer*
- The price scheme members specify in a notice under subparagraph (b)(ii) must be one of the following:
- (i) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
  - (ii) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days' notice had been given; or
  - (iii) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days; and
- (d) *Voting*
-

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- (i) In determining if there is a majority of scheme members or body corporate members, the operator and its associates and any person nominated as a replacement operator and associates of that person must not be counted; and
  - (ii) For scheme members, a majority is based on their entitlement to vote at body corporate meetings if there is a body corporate for the property to which the scheme relates, and otherwise each member shall have one vote; and
  - (iii) For body corporate members, a majority is based on their entitlement to vote at body corporate meetings; and
  - (iv) A scheme member or a body corporate member makes a decision by signing a document that sets out the decision; and
- (e) *Costs*
- (i) Any member may arrange a valuation or auction of, or may market, the management rights before or after the expiration of the 9 month period referred to in subparagraph (a)(i) for the purposes of determining a price to be specified in a notice under subparagraph (a)(ii); and
  - (ii) If a member incurs any reasonable valuation, auction or marketing costs under subparagraph (i) that member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the management rights when the price is paid to the operator; and

(f) *Assistance*

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

(g) *Definitions*

In this paragraph:

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

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

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

**Interpretation**

6. In this instrument:

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

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

Dated this 20<sup>th</sup> day of September 2016



Signed by Abramo Martinelli  
as a delegate of the Australian Securities and Investments Commission



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**ASIC**

Australian Securities &amp; Investments Commission

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

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

**TO:** Etesian Capital Pty Ltd ("the AFS Licensee")  
ACN 163 647 550  
PO Box 558  
FLOREAT WA 6014

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels AFS Licence Number 463558 held by the AFS Licensee with effect from the date on which this notice is given to the AFS Licensee.

Dated this 2<sup>3</sup> September 2016.

Signed

A handwritten signature in cursive script that reads "James Nott". The signature is written over a horizontal dotted line.

James Nott, a delegate of the Australian Securities and Investments Commission



16-0937

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 16-0937.

**Commencement**

3. This instrument commences the day it is signed.

**Exemption**

4. Brackenlee Pty Ltd (Receivers and Managers appointed)(In Liquidation) ACN 101 796 559, in its capacity as operator (*operator*) of a managed investment scheme (*serviced strata scheme*) which involves an owner (*investor*) of real property (*strata unit*), in the investor's discretion, making their strata unit available for use by a person as part of a serviced apartment, hotel, motel or resort complex located at 6 McLeod Street, Cairns, Queensland, does not have to comply with section 601ED of the Act.

**Where exemption applies**

5. This Instrument applies where:
  - (a) each investor and the operator may withdraw from participation in the scheme on no more than 90 days' notice and an investor that withdraws will not be bound after that notice expires to allow use of their strata unit except for occupation of the strata unit:
    - (i) by a person other than the operator or an associate of the operator; and
    - (ii) under an agreement that the operator made with that person before the notice of withdrawal was given;
  - (b) each investor may, if the investor withdraws from participation in the scheme, appoint another person to manage their strata unit;

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- (c) the operator is licensed in relation to the conduct of the letting services under the law of a State or Territory or is a financial services licensee;
- (d) no payment is liable to be made by an investor to participate in the scheme other than:
  - (i) payment of money to buy the strata unit; and
  - (ii) one or more payments of the investor's reasonable proportion of the operator's fees and expenses with respect to the management of the scheme where in any 3 month period the total of such payments relates to a period of no more than 3 months and where:
    - (A) that total is reasonably commensurate with the work done or to be done, or the expenses incurred or likely to be incurred (as the case may be), by the operator during the period to which the payments relate; and
    - (B) where a FFE Fund has been established for the investor — no payment or part thereof is used for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit in relation to the period to which the payment relates unless all money in the Fund has first been expended; and
  - (iii) where a FFE Fund has been established for the investor — one or more payments into the Fund where:
    - (A) each payment is by way of a deduction from rental income of the scheme that would otherwise be paid to the investor in relation to a period and does not exceed 3% of the gross rent attributable to the investor for the period; and
    - (B) the balance of the Fund at all times does not exceed \$5,000 for each strata unit made available by the investor for use as part of the scheme;
- (e) there is no obligation on any person to ensure that other owners of strata units agree to participate in the scheme;
- (f) the serviced apartment, hotel, motel or resort complex is operated in accordance with a written agreement entered into or to be entered into between the operator and each investor which agreement includes provisions as specified in paragraph 6;
- (g) the operator takes reasonable steps to ensure that any part of the scheme property held in cash or on deposit with an Australian ADI or another financial institution is held on trust for the members in a trust account and subject to audit as to whether the moneys have

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- been dealt with in accordance with the terms of the trust by a registered company auditor at least annually;
- (h) where a FFE Fund has been established for an investor, the operator takes reasonable steps to ensure that:
    - (A) the money comprising the Fund is held on trust for the investor in a trust account and subject to audit as to whether the money has been dealt with in accordance with the terms of the trust by a registered company auditor at least annually; and
    - (B) the balance of the Fund is promptly returned to the investor at the termination of the scheme or upon the investor's withdrawal from the scheme, whichever occurs first;
  - (i) each person that is involved in making an offer of interests in the scheme for issue does not engage in any misleading or deceptive conduct or conduct that is likely to mislead or deceive in connection with those offers;
  - (j) the operator complies with the provisions specified in paragraph 6 which are included in the agreement referred to in subparagraph (f).

**Terms of agreement between investor and operator**

- 6. The agreement specified in subparagraph 5(f) is to contain provisions to the following effect:
  - (a) *Transfer of management rights*
    - (i) If a majority of scheme members advise the operator in writing that they wish to terminate the operator's engagement, the operator must within 9 months transfer the management rights to a person that is chosen by the operator that has not been involved in the operation (including promotion) of the scheme and is not controlled by a person that has been involved in the operation (including promotion) of the scheme; and
    - (ii) If an operator fails to complete that transfer within the 9 month period, the operator must cause the transfer of the management rights to a replacement operator named in a written notice given by a majority of scheme members, at a price specified in the notice; and
    - (iii) A transfer referred to in subparagraph (i) or (ii) must be done as soon as practicable, but if there is a body corporate for the real property to which the scheme relates, there must be a reasonable time for members of the body corporate to consider whether to make a decision referred to in subparagraph (b)(ii) unless the body corporate has consented to the transfer; and

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- (b) *Consent of body corporate to new care-taking arrangements*
- (i) If an operator receives a notice under subparagraph (a)(i), the operator must advise all body corporate members of the name of the person to whom the transfer is to be made: and
  - (ii) Unless the body corporate has consented to the transfer, an operator does not have to transfer the management rights to the person named in the notice described in subparagraph (a)(ii) if a majority of body corporate members state in writing to the operator that the person should not be engaged by the body corporate to perform care-taking functions; and
  - (iii) If a majority of body corporate members make a decision referred to in subparagraph (b)(ii), a majority of scheme members may then at any time name a replacement operator by a written notice, to whom the operator must transfer the management rights at a price specified in the notice and the notice will be taken to be given in accordance with subparagraph (a)(ii); and
  - (iv) This subparagraph does not apply if the body corporate or a majority of body corporate members agree in writing to the transfer to the person named in a notice under subparagraph (a)(ii) or (b)(iii) before that notice is given to the operator; and
- (c) *Price payable on transfer*
- The price scheme members specify in a notice under subparagraph (b)(ii) must be one of the following:
- (i) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
  - (ii) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days' notice had been given; or
  - (iii) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days; and
- (d) *Voting*

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- (i) In determining if there is a majority of scheme members or body corporate members, the operator and its associates and any person nominated as a replacement operator and associates of that person must not be counted; and
  - (ii) For scheme members, a majority is based on their entitlement to vote at body corporate meetings if there is a body corporate for the property to which the scheme relates, and otherwise each member shall have one vote; and
  - (iii) For body corporate members, a majority is based on their entitlement to vote at body corporate meetings; and
  - (iv) A scheme member or a body corporate member makes a decision by signing a document that sets out the decision; and
- (e) *Costs*
- (i) Any member may arrange a valuation or auction of, or may market, the management rights before or after the expiration of the 9 month period referred to in subparagraph (a)(i) for the purposes of determining a price to be specified in a notice under subparagraph (a)(ii); and
  - (ii) If a member incurs any reasonable valuation, auction or marketing costs under subparagraph (i) that member is entitled to be reimbursed out of the price payable by any person nominated by the members as transferee of the management rights when the price is paid to the operator; and
- (f) *Assistance*
- The operator must give reasonable assistance to enable the transferee to operate the resort, hotel, motel or serviced apartment complex including making available information concerning any prospective bookings; and
- (g) *Definitions*
- In this paragraph:
- scheme members*** means investors in the scheme excluding the operator and its associates.
- management rights*** means all real or personal property (including contractual rights) held by the operator or any of its associates that facilitates the operation of the scheme.

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

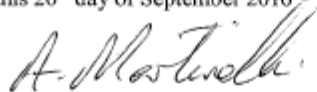
**Interpretation**

7. In this instrument:

*FFE Fund* means a fund established for an investor consisting of money paid by the investor and any interest accrued on that money, to be used from time to time in accordance with the written agreement referred to in subparagraph 5(f) for the replacement, repair or refurbishment of furniture, fittings and equipment of the strata unit made available by the investor for use as part of the scheme.

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

Dated this 20<sup>th</sup> day of September 2016



Signed by Abramo Martinelli  
as a delegate of the Australian Securities and Investments Commission

16-0945

**Corporations (OTCX Trading Limited) Exemption Notice 2016***Corporations Act 2001*

I, *Oliver Harvey* Senior Executive Leader,  
Australian Securities and Investments Commission make this exemption under  
section 791C of the *Corporations Act 2001* (the *Act*).

Dated *21 September 2016*

Signed *Oliver Harvey*  
as a delegate of the Minister under s1101J of the Act

**Name of exemption**

1. This exemption is the *Corporations (OTCX Trading Limited) Exemption Notice 2016*.

**Commencement**

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

**Exemption**

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

**Period of exemption**

4. This exemption ceases to apply on 1 July 2019.

**Where this exemption applies**

5. This exemption applies where all of the following matters in this paragraph 5 are satisfied.

*Financial products*

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

*Trading on the market: market operator*

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

*Trading on the market: participant*

- (c) OTCX Trading Limited ensures that a person carrying on business in this jurisdiction does not directly participate in the exempt market unless the person:
  - (i) is a professional investor dealing in a financial product on its own behalf; or



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- (ii) is a professional investor dealing in a financial product on behalf of a person who is a professional investor.

*Clearing and settlement facility*

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

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

*Cooperation with ASIC*

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

*Provision of financial services*

- (f) OTCX Trading Limited is exempt from the requirement to hold an Australian financial services licence for financial services provided in this jurisdiction in connection with the operation of the exempt market.

Note: This exemption does not exempt OTCX Trading Limited from the requirement to hold an Australian financial services licence.

*Submission to Australian jurisdiction*

- (g) OTCX Trading Limited satisfies all of the following:
  - (i) OTCX Trading Limited has an agent at the time OTCX Trading Limited first purports to rely on this exemption and, from that time, has not failed to have an agent for any consecutive period of 10 business days;
  - (ii) OTCX Trading Limited has provided ASIC, to the satisfaction of ASIC, with a deed of OTCX Trading Limited for the benefit and enforceable by ASIC and the other persons referred to in subsection 659B(1) of the Act, which deed provides that:
    - (I) the deed is irrevocable except with the prior written consent of ASIC;
    - (II) OTCX Trading Limited submits to the non-exclusive jurisdiction of the Australian courts in legal proceedings

conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise;

- (III) OTCX Trading Limited covenants to comply with any order of an Australian court in respect of any matter relating to the provision of specified kinds of financial services and the operation of this market in this jurisdiction.

#### **Conditions**

6. This exemption ceases to apply if OTCX Trading Limited fails to take reasonable steps to comply with any of the matters set out in this paragraph 6.

##### *Operation of the market*

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

##### *Conduct*

- (b) OTCX Trading Limited must, to the extent that it is reasonably practicable to do so, do all things necessary to ensure that the exempt market is a fair, orderly and transparent market.

##### *Resources*

- (c) OTCX Trading Limited must have available adequate resources (including financial, technological and human resources) to provide the financial services in connection with the operation of the exempt market and to carry out supervisory arrangements.

##### *Managing conflicts of interest*

- (d) OTCX Trading Limited must have adequate arrangements in place for managing its conflicts of interest arising from operating the exempt market.

##### *Reporting: adverse findings*

- (e) If OTCX Trading Limited becomes aware that OTCX Trading Limited or a director or secretary of OTCX Trading Limited is covered by one or more of the following matters, OTCX Trading Limited must, within 7 days after becoming aware of the matter, give a written notice to ASIC advising of the matter:

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- (i) the person is the subject of a declaration of contravention in relation to a provision of the Act;
- (ii) the person has been convicted of an offence under the Act;
- (iii) in the case of a director or secretary—the person has been disqualified from managing corporations under Part 2D.6 of the Act;
- (iv) the person has been banned or disqualified from providing financial services under Division 8 of Part 7.6 of the Act.

*Reporting: disciplinary action against participant*

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

*Reporting: suspected contraventions by participant*

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

*Assistance to ASIC*

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

*Record-keeping*

- (i) OTCX Trading Limited must have adequate arrangements in place for the recording of quotation information and transactions effected through the exempt market.
- (j) OTCX Trading Limited must keep for a period of at least 5 years the records of quotation information and transactions effected through the exempt market.

*Annual report*

- (k) OTCX Trading Limited must, within three months after the end of its financial year, give ASIC an annual report that sets out:
    - (i) the extent to which OTCX Trading Limited has complied with this exemption;
    - (ii) a description of the activities that OTCX Trading Limited undertook in the financial year in relation to the operation of the exempt market;
    - (iii) the names of Australian participants who directly participated in the exempt market at any time throughout the financial year, identifying those Australian participants who, as at the last day of the financial year, were allowed to directly participate in the market;
    - (iv) details of the volume of trading on the exempt market by Australian participants, and by all participants, throughout the financial year;
    - (v) the number and nature of significant complaints made to OTCX Trading Limited by Australian participants who participated in the exempt market during the financial year, and the action taken by OTCX Trading Limited in response to each complaint;
    - (vi) any specific regulatory issues in relation to the exempt market operated by OTCX Trading Limited in this jurisdiction or the services provided by OTCX Trading Limited outside this jurisdiction, that OTCX Trading Limited encountered during the financial year and actions taken to resolve those issues; and
    - (vii) details of any significant conflicts of interest identified by OTCX Trading Limited in relation to its operation of the exempt market during the financial year, and how each conflict of interest was managed.
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*Audit report*

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

*Reporting: operating status of market*

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

**Interpretation**

8. In this exemption:
  - (a) italicised headings do not form part of this exemption;
  - (b) *application for exemption* means the application dated 13 July 2016 (including any supplementary correspondence provided by OTCX Trading Limited to ASIC) for an exemption from the operation of Part 7.2 of the Act of the financial market operated by OTCX Trading Limited.

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

*cross-market combination* means a transaction consisting of:

- (a) one or more component transactions in derivatives that are not traded on a retail financial market;
- (b) one or more component transactions in derivatives that are traded on a retail financial market; and
- (c) in respect of which:
  - (i) entry into each component transaction is contingent on entry into each of the other component transactions in a specific ratio; and
  - (ii) the parties to each component transaction are the same.

*eligible financial product*:

- (a) in relation to a cross-market combination means:

16-0945

- (i) interest rate derivatives, including cross-currency interest rate swaps, other than those which are traded on a retail financial market;
  - (ii) equity derivatives other than those which are traded on a retail financial market; or
  - (iii) derivatives that are traded on a retail financial market; and
- (b) in relation to any other transaction means:
- (i) equity derivatives other than those which are traded on a retail financial market; or
  - (ii) interest rate derivatives, including cross-currency interest rate swaps, other than those which are traded on a retail financial market.

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

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

**financial services law** has the meaning given by section 761A of the Act.

**OTCX Trading Limited** means OTCX Trading Limited, a corporation formed under the law of the United Kingdom.

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

**retail financial market** means a financial market whose operator is licensed under subsection 795B(1) of the Act and whose licence is not subject to a condition restricting direct participation in the financial market to professional investors and, or, wholesale clients.



ASIC

Australian Securities &amp; Investments Commission

16-0947

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

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

TO: GoEnergy Pty Ltd (In Administration)  
ACN 097 708 104  
C/o Pitcher Partners  
'MLC Centre' Level 22  
19-29 Martin Place  
SYDNEY NSW 200

Pursuant to paragraph 915B(3)(b) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby suspends Australian Financial Services Licence number 281904 held by the Licensee until 31 January 2018, with effect from the date on which this notice is given to the Licensee.

Dated 21 September 2016

Signed .....

A handwritten signature in black ink, appearing to read 'James Nott', written over a dotted line.

James Nott  
A delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities &amp; Investments Commission

16-0949

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

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

TO: Mathews Capital Partners Pty Limited  
ACN 096 269 322 ("the Licensee")  
Level 6, 2 Bligh Street  
Sydney NSW 2000

Pursuant to paragraph 915B(3)(d) of the Corporations Act 2001, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 252748 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 21 September 2016

Signed .....

A handwritten signature in cursive script that reads "James Nott".

James Nott  
A delegate of the Australian Securities and Investments Commission





16-0955

**ASIC**

Australian Securities &amp; Investments Commission

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

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

**TO:** AUSGRID  
ABN 67 505 337 385("The Licensee")  
C.O. 'Energyaustralia'  
570 George Street Sydney NSW 2000

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 283 413 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated 23 September 2016

Signed .....

A handwritten signature in cursive script, appearing to read 'James Nott', written over a dotted line.

James Nott, a delegate of the Australian Securities and Investments Commission



16-0957

**ASIC**

Australian Securities &amp; Investments Commission

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

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

**TO:** Crescent Capital Partners Limited  
ACN 094 040 874 ("The Licensee")  
'Governor Phillip Tower'  
Level 29 1 Farrer Place  
Sydney NSW 2000

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 246 720 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated 23 September 2016

Signed .....

A handwritten signature in cursive script that reads "James Nott".

James Nott, a delegate of the Australian Securities and Investments Commission



16-0958

**ASIC**

Australian Securities &amp; Investments Commission

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

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

**TO:** Empire Financial Planning Pty Ltd  
ACN 097 735 183 ("The Licensee")  
'Empire on the Park'  
Unit 7 9 Fitzroy Street  
Forrest ACT 2603

Pursuant to section 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 313 952 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated 23 September 2016

Signed .....

A handwritten signature in cursive script, appearing to read 'James Nott', written over a dotted line.

James Nott, a delegate of the Australian Securities and Investments Commission

16-0959

**Australian Securities and Investments Commission  
Corporations Act 2001 — Subsections 111AT(1) and 601QA(1) — Exemption**

**Enabling legislation**

1. The Australian Securities and Investments Commission makes this instrument under subsections 111AT(1) and 601QA(1) of the *Corporations Act 2001* (the *Act*).

**Title**

2. This instrument is ASIC Instrument 16-0959.

**Commencement**

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

**Exemption**

4. LM Investment Management Limited (in liquidation) (receivers appointed) ACN 077 208 461 in its capacity as the responsible entity (***Responsible Entity***) of LM First Mortgage Income Fund ARSN 089 343 288 (***Scheme***) does not have to comply with:
  - (a) the disclosing entity provisions in Part 2M.3 of the Act in relation to a financial year or half-year of the Scheme; and
  - (b) section 601HG of the Act in relation to a financial year of the Scheme.

**Conditions**

5. The Responsible Entity must comply with any obligation to which the exemption applies by no later than the last day of the deferral period.

**Where exemption applies**

6. The exemption applies where the Responsible Person does, or causes to be done (or, where the Responsible Person fails to do so, the Responsible Entity although not being required to do, within 28 days of becoming aware that the Responsible Person has failed to do so, does, or causes to be done), the following:
  - (a) publishes in a prominent place on the website maintained by the Responsible Person for the Scheme (or, in the case of the Responsible Entity, the Responsible Entity publishes on a website maintained by it for the purpose of providing information to members of the Scheme), a copy of this instrument accompanied by a notice explaining the relief granted by this instrument;
  - (b) prepares and makes available to members of the Scheme within 3 months after the end of each relevant period, a report for the relevant period which includes the following information unless disclosure of that information would be prejudicial to the winding up:

- (i) information about the progress and status of the winding up of the Scheme, including details (as applicable) of:
    - A. the actions taken during the period;
    - B. the actions required to complete the winding up;
    - C. the actions proposed to be taken in the next 12 months;
    - D. the expected time to complete the winding up; and
  - (ii) the financial position of the Scheme as at the last day of the relevant period (based on available information);
  - (iii) financial information about receipts for the scheme during the period; and
  - (iv) the following information at the end of the period:
    - A. the value of scheme property; and
    - B. any potential return to members of the Scheme; and
  - (c) maintains adequate arrangements to answer, within a reasonable period of time and without charge to the member, any reasonable questions asked by members of the Scheme about the winding up of the Scheme.
7. The exemption ceases to apply on 16 March 2018.

#### Interpretation

8. In this instrument:

*deferral period* means the period starting on the date this instrument is signed and ending on 16 March 2018.

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

*relevant period*, in relation to a report, means each period of 6 months starting on 1 January 2016.

*Responsible Person* means the person appointed under subsection 601NF(1) of the Act to take responsibility for ensuring that the Scheme is wound up in accordance with its constitution.

Dated this 29<sup>th</sup> day of September 2016.



Signed by Thomas Hough  
as a delegate of the Australian Securities and Investments Commission

16-0964

**NOTICE UNDER SECTION 920E OF THE CORPORATIONS ACT 2001**


Notice is given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made a banning order in the terms set out below, which order took effect on 23 September 2016

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION****IN THE MATTER OF ANDREW DAVID DONALDSON****BANNING ORDER UNDER SECTIONS 920A AND 920B OF THE  
CORPORATIONS ACT 2001**

To: Andrew David Donaldson

**TAKE NOTICE** that under sections 920A(1) and 920B(2) of the Corporations Act 2001 the Australian Securities and Investments Commission prohibits **Andrew David Donaldson** from providing any financial services permanently.

Dated this 2<sup>nd</sup> day of June 2016

Signed:   
2 June 2016  
Delegate of the Australian Securities & Investments  
Commission

Your attention is drawn to subsection 920C(2) of the Corporations Act 2001 which provides that a person must not engage in conduct which breaches a banning order that has been made against the person. Contravention of subsection 920C(2) is an offence.

16-0972

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 16-0972.

**Commencement**

3. This instrument commences on 27 September 2016.

**Declaration**

4. ASIC declares that Part 7.9 of the Act applies to a person who holds an interest in Fonterra Shareholders' Fund ARSN 160 941 542 (the *Scheme*) (the *Seller*) as if subsections 1012C(6) and (7) were omitted.

**Where this instrument applies**

5. The declaration in this instrument applies where each of the following are met:
  - (a) The Seller offers to sell an interest (the *relevant interest*) in the Scheme to another person on the financial market operated by the ASX;
  - (b) A relevant interest is issued to the Seller pursuant to the arrangements contemplated by the Trust Deed under which the relevant interest is issued to the Seller in exchange for a share in Fonterra Co-Operative Group Limited (New Zealand company number 1166320) held by the Seller;
  - (c) The relevant interest is issued to brokers acting on behalf of the Seller and is to be re-sold immediately; and
  - (d) A recognised offer of interests in the Scheme has been made in this jurisdiction and the relevant interest is in the same class as the interests that were offered under the recognised offer.

**Interpretation**

In this instrument:

*ASX* means ASX Limited ACN 008 624 691.

16-0972

*Trust Deed* means the trust deed which constitutes the Scheme dated 23 October 2012, as amended from time to time in accordance with its provisions.

Dated this 27<sup>th</sup> day of September 2016



Signed by Mai Go  
as a delegate of the Australian Securities and Investments Commission



16-0975

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 16-0975.

**Commencement**

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

**Declaration**

4. Chapter 6D of the Act applies to Tyro Payments Limited ACN 103 575 042 (*Company*) as if for the purposes of s709(5) of the Act the following definitions in section 9 of the Act were modified or varied:
  - (a) in the definition of *eligible employee share scheme*:
    - (i) in paragraph (a) after “or directors” insert, “or consultants”;
  - (b) in the definition of *employee share scheme*:
    - (i) after paragraph (a) (ii) insert the following new paragraph, “(iii) consultants of the company, or of a related body corporate; or”.

**Where this instrument applies**

5. This instrument applies to offers made by the Company under section 709(4) of the Act from the date of this instrument, when determining the amount of money raised by the Company under sections 709(4) and 709(5) of the Act from 19 September 2013 to 6 October 2015.

Dated this 27<sup>th</sup> day of September 2016



Signed by Sarah-Jane Farlow  
as a delegate of the Australian Securities and Investments Commission

16-0976

**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 16-0976.

**Commencement**

3. This instrument commences on 28 September 2016.

**Exemption**

4. The Company does not have to comply with subsection 734(2) of the Act.

**Where the exemption applies**

5. Subject to paragraph 6, this instrument applies to statements made by the Company to employees of the Company Group, communicating:
  - (a) changes to the internal administration of the Company Group;
  - (b) details of any employee share plan, employee option plan or similar employee incentive plan under which offers to employees of the Company Group will be made at or about the same time as the Initial Public Offering;
  - (c) the timetable of the Initial Public Offering, and any proposed updates to the timetable;
  - (d) information about impending announcements in relation to the Initial Public Offering; and
  - (e) details of the potential participation of employees in the issue of shares as part of the Initial Public Offering;

that do not communicate any advantages, benefits or merits of the Initial Public Offering.

16-0976

**Cessation**

6. This exemption ceases to apply on the earlier of:
- (a) the date on which the Prospectus is lodged with ASIC; and
  - (b) 30 November 2016.

**Interpretation**

7. In this instrument:

**Company** means Ingham Holdings I Pty Limited ACN 162 709 506 (to be converted to a public company and renamed 'Inghams Group Limited').

**Company Group** means:

- (a) the Company;
- (b) Ingham Holdings II Pty Ltd ACN 162 709 579;
- (c) Ingham Holdings III Pty Ltd ACN 162 709 659;
- (d) Adams Bidco Pty Ltd ACN 162 707 904;
- (e) Ingham Enterprises Pty Limited ACN 130 793 609;
- (f) Inghams Enterprises Pty Limited ACN 008 447 345;
- (g) Ingham Finco Pty Ltd ACN 134 646 058;
- (h) Ingham 2 Pty Limited ACN 130 794 919;
- (i) Ovoid Insurance Ltd (Bermuda company no. 35047);
- (j) Aleko Pty Ltd ACN 001 906 556;
- (k) Agnidla Pty Ltd ACN 007 891 009;
- (l) Inghams Enterprises (NZ) Pty Limited ACN 003 853 558;
- (m) Ovoid Insurance Pty Limited ACN 087 598 767;
- (n) Inghams Property Management Pty Limited ACN 168 279 703;
- (o) AFB International Pty Limited ACN 092 714 237;
- (p) Inadnam Pty Limited ACN 008 161 153; and

16-0976

(q) Harvey Farms Pty Ltd (New Zealand company no. 477750).

**Initial Public Offering** means the proposed initial public offering of fully paid ordinary shares in the Company, to be made in or around October 2016.

**Prospectus** means a disclosure document to be lodged with ASIC by the Company in relation to the Initial Public Offering.

Dated this 28<sup>th</sup> day of September 2016



Signed by Ashley Brown  
as a delegate of the Australian Securities and Investments Commission

CORPORATIONS ACT 2001

Subsection 601PB(2)

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

Dated this twenty-ninth day of September 2016

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

ABERDEEN FINANCIALS FUND	089 489 225
ABERDEEN GLOBAL INVESTMENT GRADE CREDIT BOND FUND	088 904 867
ABERDEEN TOTAL RETURN FIXED INCOME FUND	088 908 061
UBS GLOBAL QUANTITATIVE SHARE FUND	117 975 676
WHOLESALE AUSTRALIAN SHARE GROWTH STYLE FUND	111 074 125
WHOLESALE AUSTRALIAN SHARE VALUE STYLE FUND	111 074 054
WHOLESALE GLOBAL SHARE GROWTH STYLE FUND	111 074 170
WHOLESALE GLOBAL SHARE VALUE STYLE FUND	111 074 152

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CORPORATIONS ACT 2001

Section 601CL(4)

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

Dated this twenty-ninth day of September 2016

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company**

**ARBN**

MARVIN & PALMER ASSOCIATES, INC.

093 305 045

MPA CAPITAL MANAGEMENT LLC

603 646 046

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CORPORATIONS ACT 2001

Section 601CL(5)

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

Dated this twenty-ninth day of September 2016

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company**

**ARBN**

CAPILLARY TECHNOLOGIES INTERNATIONAL PTE. LTD.

602 213 534

ENDEAVOUR MINING CORPORATION

153 067 639

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CORPORATIONS ACT 2001

Subsection 601PA(3)

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

Dated this twenty-ninth day of September 2016

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

ALTRINSIC INSTITUTIONAL GLOBAL EQUITY TRUST

120 686 660

REDCAPE GROUP TRUST

606 586 154

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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.

**AUSMEX MINING PTY. LIMITED**

ACN 612 797 396 will change to a public company limited by shares. The new name will be AUSMEX MINING LIMITED ACN 612 797 396.

**KENRO PRODUCTS PTY.** ACN 065 624 295 will change to a proprietary company limited by shares. The new name will be KENRO PRODUCTS PTY LTD ACN 065 624 295.

**PLAYERS GROUP LIMITED** ACN 057 314 851 will change to a proprietary company limited by shares. The new name will be PLAYERS GROUP PTY LTD ACN 057 314 851.

**IMUNEXUS PTY LTD** ACN 602 853 485 will change to a public company limited by shares. The new name will be IMUNEXUS LIMITED ACN 602 853 485.

**KMS (QLD) PTY** ACN 114 680 625 will change to a proprietary company limited by shares. The new name will be KMS (QLD) PTY LTD ACN 114 680 625.