



**ASIC**

Australian Securities &  
Investments Commission

Commonwealth of Australia Gazette  
No. A23/14, Tuesday, 3 June 2014

Published by ASIC

# ASIC Gazette

## Contents

### Notices under Corporations Act 2001

14-0385	14-0386	14-0437	14-0438	14-0439
14-0442	14-0456	14-0464	14-0468	14-0472
14-0473	14-0474	14-0475	14-0476	14-0477
14-0478	14-0481	14-0484	14-0501	14-0502

### Company/Scheme deregistrations

### Change of company type

#### RIGHTS OF REVIEW

Persons affected by certain decisions made by ASIC under the *Corporations Act 2001* and the other legislation administered by ASIC may have rights of review. ASIC has published Regulatory Guide 57 *Notification of rights of review* (RG57) and Information Sheet *ASIC decisions – your rights* (INFO 9) to assist you to determine whether you have a right of review. You can obtain a copy of these documents from the ASIC Digest, the ASIC website at [www.asic.gov.au](http://www.asic.gov.au) or from the Administrative Law Co-ordinator in the ASIC office with which you have been dealing.

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

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

© Commonwealth of Australia, 2014

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



14-0385

**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:** CORE ENERGY GROUP PTY LIMITED A.C.N. 110 347 085  
LEVEL 10, 81 FLINDERS STREET ADELAIDE SA 5000

Pursuant to section 915B of the Corporations Act 2001 the Australian Securities and Investments Commission hereby cancels Australian financial services licence number 307740 held by Core Energy Group Pty. Limited. ("Licensee") with effect from the date on which this notice is given to the Licensee.

Dated this 2<sup>nd</sup> Day of May, 2014

Signed .....

Joyce Krashow a delegate of the Australian Securities and Investments  
Commission



14-0386

**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:** CONTINUUM CAPITAL MANAGEMENT PTY LTD  
A.C.N. 128 067 765, 40 HALLAM AVE LANE COVE NSW 2066

Pursuant to section 915B of the Corporations Act 2001 the Australian Securities and Investments Commission hereby cancels Australian financial services licence number 320885 held by Continuum Capital Management Pty. Ltd. ("Licensee") with effect from the date on which this notice is given to the Licensee.

Dated this 2<sup>nd</sup> Day of May, 2014

Signed .....

Joyce Krashow a delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities &amp; Investments Commission

14-0437

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

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

TO: RFC Management Pty Ltd  
ACN: 100 196 941 ("the Licensee")  
Level 14, 19-31 Pitt 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 225353 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 16th May 2014

Signed .....

Joyce Krashow  
A delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities &amp; Investments Commission

14-0438

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

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

TO: Samuel Fredrick Riley("the Licensee")  
Suite 205, 12-14 O'Connell Street  
Sydney, NSW, 2000

Pursuant to paragraph 915B(1)(e) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 427266 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 16<sup>th</sup> May 2014

Signed .....

Joyce Krashow  
A delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities &amp; Investments Commission

14-0439

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

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

TO: Lowe Lippmann Trakman Financial Services Pty Ltd  
ACN: 102 605 023 ("the Licensee")  
Level 7, 616 St Kilda Road  
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 235221 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 16<sup>th</sup> May 2014

Signed .....

Joyce Krashow  
A delegate of the Australian Securities and Investments Commission



ASIC

Australian Securities &amp; Investments Commission

14-0442

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

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

TO: Plan B Trustees Limited  
ACN: 054 737 156 ("the Licensee")  
'Central Park' Level 28, 152-158 St Georges Tce  
Perth, WA, 6000

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 224548 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 16<sup>th</sup> May 2014

Signed .....

Joyce Krashow  
A delegate of the Australian Securities and Investments Commission



14 - 0456

**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:** KEB Australia Ltd  
ACN 003 095 181 ("the Licensee")  
'Chifley Tower'  
Suite 1203, Level 12  
2 Chifley Square  
SYDNEY NSW 2000

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 246324 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 21 May 2014

Signed .....

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





14-0464

**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:** John Bernard & Associates Pty. Ltd.  
ACN 005 580 923  
93 Warrigal Road  
Oakleigh VIC 3166

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 244625 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 26 May 2014

Signed .....

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



14-0468

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:** C Greenfield & S Garland  
ABN 37 564 568 819 ("the Licensee")  
43 Jacaranda Drive  
Mooloolaba QLD 4557

Pursuant to section 915B of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Licence Number 226464 held by the Licensee with effect from the date on which this notice is given to the Licensee.

Dated this 23 May 2014

Signed .....

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

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

14-0472

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0472.

**Commencement**

3. This instrument commences on 23 May 2014.

**Exemptions**

4. The issuer does not have to comply with Part 7.9 of the Act where the issuer:
  - (a) makes an eligible incentive plan offer;
  - (b) offers to arrange for the issue of financial products under an eligible incentive plan offer; or
  - (c) issues a financial product under an eligible incentive plan offer,on the conditions set out in this instrument and for so long as the conditions are met.
5. Where the issuer is exempt from Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 4, the issuer is also exempt from subsection 911A(1) of the Act 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 eligible incentive plan offer includes a statement to the effect that any advice given by the issuer in connection with the eligible incentive plan 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; and
  - (b) issuing a financial product under an eligible incentive plan offer covered by paragraph 4 of this instrument;
6. Where the issuer is exempt from Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 4, the issuer also does not have to comply with section 992A of the Act in relation to an eligible incentive plan offer made in the course

14-0472

of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the eligible incentive plan 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. The exemptions in this instrument apply 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 (except for those excluded in paragraph 8(a)) 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 performance rights in relation to fully-paid stapled securities, that is conditional on the stapled securities being quoted on the financial market operated by ASX Limited ACN 008 624 691 and is made under an employee share scheme extended only to eligible employees of the issuer;”;
    - (ii) in the Interpretation, the following definition were inserted:

“9A. “employee share scheme”, for a body corporate, means a scheme under which performance rights that relate to stapled securities may be acquired:

      - (a) by, or for the benefit of:

**14-0472**

- (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; 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
  - (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 awards 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
- (v) in the Interpretation, the following definitions were inserted:
  - "16A "performance right" means a conditional right to receive a cash amount equivalent to the value of a number of fully-paid stapled securities, in accordance with the terms and conditions of grant as defined in the

14-0472

employee share scheme, where the performance right is offered for no monetary consideration."

#### Conditions

9. The issuer can only rely on the exemptions in this instrument if the issuer complies with the conditions of the class order (excluding the conditions specified in paragraphs 3 and 4 of the Schedule to the class order) as expressed to apply to it.

#### 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, or the meaning in the class order is modified, in this instrument in which case the word or phrase the meaning given in, or modified by, this instrument;
- (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 employee** means a person who is, at the time of an eligible incentive plan offer, a full or part-time employee or director of Westfield Holdings Limited ACN 001 671 496 (*WHL*) or of a related body corporate of WHL;
- (d) **eligible incentive plan offer** means an offer to amend, or the amendment of, an old performance right into a new performance right or an offer to replace, or the replacement of, an old performance right with a new performance right, made to an eligible employee under a Scentre Group performance rights plan, and which occurs in connection with the 2014 Restructure;
- (e) **issuer** means WHL or a related body corporate of WHL;
- (f) **new performance right** means a conditional right to receive a cash amount equivalent to the value of a number of Scentre Group securities and/or a number of Westfield Corporation securities, in accordance with the terms and conditions of grant as defined in a Scentre Group performance rights plan, where the performance right is offered for no monetary consideration;
- (g) **old performance right** means a conditional right to receive a cash amount equivalent to the value of a Westfield Group security granted in accordance with the terms and conditions under a Scentre Group performance rights plan or a Westfield Corporation performance rights plan, prior to the amendments that will be made in connection with the 2014 Restructure, and where the performance right was offered for no monetary consideration;



14-0472

- (h) **Scentre Group** means WHL, Westfield Trust ARSN 090 849 746 (**WT**), Westfield Retail Trust 1 ARSN 146 934 536 (**WRT 1**) and Westfield Retail Trust 2 ARSN 146 934 652 (**WRT 2**) and each of their controlled entities;
- (i) **Scentre Group performance rights plan** means the employee incentive schemes known as at the date of this instrument by the names below where the terms of the schemes are substantially in the terms set out in either:
- (i) the draft general terms of the Westfield 2010 Partnership Incentive Plan – AU & NZ dated March 2010 and as further amended in connection with the 2014 Restructure; or
  - (ii) the draft general terms of the Westfield 2011 Executive Deferred Award Plan – AU & NZ Plan dated March 2010 and as further amended in connection with the 2014 Restructure,
- the terms of which are substantially in the same form as those provided to ASIC on 24 March 2014;
- (j) **Scentre Group security** means a stapled security comprising a fully paid ordinary share in WHL, one fully paid ordinary unit in WT, one fully paid ordinary unit in WRT 1 and one fully paid ordinary unit in WRT 2, which, under the terms on which each is to be traded, must be transferred together;
- (k) **Westfield Corporation** means Westfield Corporation Limited ACN 166 995 197 (**WCL**), WFD Trust ARSN 168 765 875 (**WFD Trust**) and Westfield America Trust ARSN 092 058 449 (**WAT**) and each of their controlled entities;
- (a) **Westfield Corporation performance rights plan** means the employee incentive schemes known as at the date of this instrument by the names below where the terms of the schemes are substantially in the terms set out in either:
- (iii) the draft general terms of the Westfield 2010 Partnership Incentive Plan – US dated March 2010 and as further amended in connection with the 2014 Restructure; or
  - (iv) the draft general terms of the Westfield 2011 Executive Deferred Award Plan – US dated March 2010 and as further amended in connection with the 2014 Restructure; or
  - (v) the draft general terms of the Westfield 2010 Partnership Incentive Plan – UK dated March 2010 and as further amended in connection with the 2014 Restructure; or
  - (vi) the draft general terms of the Westfield 2011 Executive Deferred Award Plan – UK dated March 2010 and as further amended in connection with the 2014 Restructure,

14-0472

the terms of which are substantially in the same form as those provided to ASIC on 22 May 2014;

- (l) *Westfield Corporation security* means a stapled security comprising one fully paid ordinary share in WCL, one fully paid ordinary unit in WFD Trust and one fully paid ordinary unit in WAT, which, under the terms on which each is to be traded, must be transferred together;
- (m) *Westfield Group* means WHL, WT and WAT and each of their controlled entities;
- (n) *Westfield Group security* means a stapled security comprising a fully paid ordinary share in WHL, a fully paid ordinary unit in WT and a fully paid ordinary unit in WAT, which, under the terms on which each is to be traded, must be transferred together; and
- (o) *2014 Restructure* means the separation of the Westfield Group into Westfield Corporation and WHL and WT and the merger of WHL and WT with WRT 1 and WRT 2 to form Scentre Group.

Dated this 23<sup>rd</sup> day of May 2014



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



14-0473

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0473.

**Commencement**

3. This instrument commences on 23 May 2014.

**Exemptions**

4. The issuer does not have to comply with Part 7.9 of the Act where the issuer:
  - (a) makes an eligible incentive plan offer;
  - (b) offers to arrange for the issue of financial products under an eligible incentive plan offer; or
  - (c) issues a financial product under an eligible incentive plan offer,on the conditions set out in this instrument and for so long as the conditions are met.
5. Where the issuer is exempt from Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 4, the issuer is also exempt from subsection 911A(1) of the Act 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 eligible incentive plan offer includes a statement to the effect that any advice given by the issuer in connection with the eligible incentive plan 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; and
  - (b) issuing a financial product under an eligible incentive plan offer covered by paragraph 4 of this instrument.
6. Where the issuer is exempt from Part 6D.2 or Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 4, the issuer also does not

## 14-0473

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 eligible incentive plan 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. The exemptions in this instrument apply 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;
    - (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 (except for those excluded in paragraph 8(a)) 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 performance rights in relation to fully-paid stapled securities, that is conditional on the stapled securities being quoted on the financial market operated by ASX Limited ACN 008 624 691 and is 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 performance rights that relate to stapled securities may be acquired:

14-0473

- (a) by, or for the benefit of:
  - (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; 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
  - (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 awards 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
- (v) in the Interpretation, the following definitions were inserted:
  - “16A “performance right” means a conditional right to receive a cash amount equivalent to the value of a number of fully-paid stapled securities,

14-0473

in accordance with the terms and conditions of grant as defined in the employee share scheme, where the performance right is offered for no monetary consideration."

#### Conditions

9. The issuer can only rely on the exemptions in this instrument if the issuer complies with the conditions of the class order (excluding the conditions specified in paragraphs 3 and 4 of the Schedule to the class order) as expressed to apply to it.

#### 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, or the meaning in the class order is modified, in this instrument in which case the word or phrase the meaning given in, or modified by, this instrument;
- (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 employee** means a person who is, at the time of an eligible incentive plan offer, a full or part-time employee or director of Westfield Corporation Limited ACN 166 995 197 (**WCL**) or of a related body corporate of WCL;
- (d) **eligible incentive plan offer** means the offer to amend, or the amendment of, an old performance right into a new performance right or the offer to replace, or the replacement of an old performance right with a new performance right, made to an eligible employee under a Westfield Corporation performance rights plan, and which occurs in connection with the 2014 Restructure;
- (e) **issuer** means Westfield Corporation Limited ACN 166 995 197 (**WCL**) or related body corporate of WCL;
- (f) **new performance right** means a conditional right to receive a cash amount equivalent to the value of a number of Westfield Corporation securities granted in accordance with the terms and conditions under a Westfield Corporation performance rights plan, where the performance right is offered for no monetary consideration;
- (g) **old performance right** means a conditional right to receive a cash amount equivalent to the value of a Westfield Group security granted in accordance with the terms and conditions under a Westfield Corporation performance rights plan or a Scentre Group performance rights plan prior to the amendments that will be made in connection with the 2014 Restructure, where the performance right was offered for no monetary consideration;

## 14-0473

- (h) **Scentre Group** means Westfield Holdings Limited ACN 001 671 496 (**WHL**), Westfield Trust ARSN 090 849 746 (**WT**), Westfield Retail Trust 1 ARSN 146 934 536 (**WRT 1**) and Westfield Retail Trust 2 ARSN 146 934 652 (**WRT 2**) and any related body corporate;
- (a) **Scentre Group performance rights plan** means the employee incentive schemes known as at the date of this instrument by the names below where the terms of the schemes are substantially in the terms set out in either:
- (i) the draft general terms of the Westfield 2010 Partnership Incentive Plan – AU & NZ dated March 2010 and as further amended in connection with the 2014 Restructure; or
  - (ii) the draft general terms of the Westfield 2011 Executive Deferred Award Plan – AU & NZ Plan dated March 2010 and as further amended in connection with the 2014 Restructure,
- the terms of which are substantially in the same form as those provided to ASIC on 24 March 2014;
- (i) **Westfield Corporation** means WCL, WFD Trust ARSN 168 765 875 (**WFD Trust**) and Westfield America Trust ARSN 092 058 449 (**WAT**) and each of their controlled entities;
- (j) **Westfield Corporation performance rights plan** means the employee incentive schemes known as at the date of this instrument by the names below where the terms of the scheme are substantially in the terms set out in either:
- (i) the draft general terms of the Westfield 2010 Partnership Incentive Plan – US dated March 2010 and as further amended in connection with the 2014 Restructure; or
  - (ii) the draft general terms of the Westfield 2011 Executive Deferred Award Plan – US dated March 2010 and as further amended in connection with the 2014 Restructure; or
  - (iii) the draft general terms of the Westfield 2010 Partnership Incentive Plan – UK dated March 2010 and as further amended in connection with the 2014 Restructure; or
  - (iv) the draft general terms of the Westfield 2011 Executive Deferred Award Plan – UK dated March 2010 and as further amended in connection with the 2014 Restructure,
- the terms of which are substantially in the same form as those provided to ASIC on 22 May 2014;
- (k) **Westfield Corporation security** means a stapled security comprising one fully paid ordinary share in WCL, one fully paid ordinary unit in WFD Trust and one

14-0473

fully paid ordinary unit in WAT, which, under the terms on which each is to be traded, must be transferred together;

- (l) **Westfield Group** means WHL, WT and WAT and each of their controlled entities;
- (m) **Westfield Group security** means a stapled security comprising a fully paid ordinary share in WHL, a fully paid ordinary unit in WT and a fully paid ordinary unit in WAT, which, under the terms on which each is to be traded, must be transferred together; and
- (n) **2014 Restructure** means the separation of the Westfield Group into Westfield Corporation and WHL and WT and the merger of WHL and WT with WRT 1 and WRT 2 to form Scentre Group.

Dated this 23<sup>rd</sup> day of May 2014



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



14-0474

**Australian Securities and Investments Commission**  
**Corporations Act 2001 – Paragraphs 741(1)(a), 741(1)(b), 926A(2)(a), 992B(1)(a),**  
**1020F(1)(a) and 1020F(1)(b) – Exemptions and Declaration**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 741(1)(a), 741(1)(b), 926A(2)(a), 992B(1)(a), 1020F(1)(a) and 1020F(1)(b) of the *Corporations Act 2001 (Act)*.

**Title**

2. This instrument is ASIC Instrument 14-0474.

**Commencement**

3. This instrument commences on 23 May 2014.

**Exemptions**

4. The issuer does not have to comply with Parts 6D.2, 6D.3 (except section 736) and Part 7.9 of the Act where the issuer:
  - (a) makes an eligible incentive plan offer;
  - (b) offers to arrange for the issue of financial products under an eligible incentive plan offer; or
  - (c) issues a financial product under an eligible incentive plan offer,on the conditions set out in this instrument and for so long as the conditions are met.
5. Where the issuer is exempt from Part 6D.2 or Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 4, the issuer is also exempt from subsection 911A(1) of the Act 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 eligible incentive plan offer includes a statement to the effect that any advice given by the issuer in connection with the eligible incentive plan 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;

14-0474

- (c) dealing in a financial product in the course of providing a custodial or depository service covered by paragraph (b);
  - (d) issuing a financial product under an eligible incentive plan offer covered by paragraph 4 of this instrument; and
  - (e) dealing in a financial product in connection with an eligible incentive plan offer where any acquisition by purchase or disposal of the product by the issuer occurs either:
    - (i) through a person who holds an Australian financial services licence authorising the holder to deal in financial products; or
    - (ii) outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in financial products in the relevant place.
6. Where the issuer is exempt from Part 6D.2 or 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 eligible incentive plan 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



14-0474

- (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 performance rights in relation to fully-paid stapled securities, that is conditional on the stapled securities being quoted on the financial market operated by ASX Limited ACN 008 624 691 and is made under an employee share scheme extended only to eligible employees;” 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) may be acquired:

    - (a) by, or for the benefit of:
      - (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; 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

14-0474

equivalent of that price were the formula applied at the date of the eligible offer; and

- (d) includes an undertaking, and an explanation of the way in which, the issuer who has a registered office in this jurisdiction will, during the period 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
- (v) in the Interpretation, the following definitions were inserted:

“16A “performance right” means a conditional right:

- (a) to receive by 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 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

- 11. The issuer can only rely on the exemptions in this instrument if the issuer and the trustee comply with the following conditions as expressed to apply to them:
  - (a) the conditions of the class order (excluding the conditions specified in paragraphs 3 and 4 of the Schedule to the class order); 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:
      - (A) were each outstanding eligible incentive plan offer to be accepted; and

14-0474

- (B) were each outstanding offer with respect to stapled securities, units of stapled securities and options to acquire unissued stapled securities under any other employee incentive scheme to be accepted or exercised; and
  - (ii) the number of stapled securities in the same class issued during the previous 5 years under:
    - (A) an eligible incentive plan offer extended only to eligible employees; and
    - (B) any other employee incentive scheme extended only to eligible employees;
- but disregarding any offer made, or stapled security issued by way of or as a result of:
- (iii) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
  - (iv) an offer that was an excluded offer or invitation within the meaning of the Corporations Law as in force before the commencement of Schedule 1 to the *Corporate Law Economic Reform Program Act 1999*;
  - (v) an offer that did not need disclosure to investors because of section 708 of the Act; or
  - (vi) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D of the Act; or
  - (vii) 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 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

14-0474

- (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
- (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

#### 12. 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, or the meaning in the class order is modified, in this instrument in which case the word or phrase the meaning given in, or modified by, this instrument;
- (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 employee** means a person who is, at the time of an eligible incentive plan offer, a full or part-time employee or director of Westfield Holdings Limited ACN 001 671 496 (**WHL**) or of a related body corporate of WHL;
- (d) **eligible incentive plan offer** means an offer to amend, or the amendment of, an old performance right into a new performance right or an offer to replace, or the

14-0474

replacement of an old performance right with a new performance right, made to an eligible employee under a Scentre Group performance rights plan, and which occurs in connection with the 2014 Restructure;

- (e) **issuer** means WHL or a related body corporate of WHL, Westfield Management Limited ACN 001 670 579 (**WML**) as the responsible entity of Westfield Trust ARSN 090 849 746 (**WT**), RE1 Limited ACN 145 743 862 as the responsible entity of Westfield Retail Trust 1 ARSN 146 934 536 (**WRT 1**) and RE2 Limited ACN 145 744 065 as the responsible entity of Westfield Retail Trust 2 ARSN 146 934 652 (**WRT 2**);
- (f) **new performance right** means a conditional right:
- (i) to receive by issue, transfer or allocation a number of Scentre Group securities and/or a number of Westfield Corporation securities; or
  - (ii) to receive a cash amount equivalent to the value of a number of Scentre Group securities and/or a number of Westfield Corporation securities; or
  - (iii) either to receive by issue, transfer or allocation a number of Scentre Group securities and/or a number of Westfield Corporation securities and/or to receive a cash amount equivalent to the value of such securities,

granted in accordance with the terms and conditions under a Scentre Group performance rights plan, where the performance right is offered for no monetary consideration;

- (g) **old performance right** means a conditional right:
- (i) to be issued, transferred or allotted a Westfield Group security;
  - (ii) to receive a cash amount equivalent to the value of a Westfield Group security; or
  - (iii) either be issued, transferred or allotted a fully paid Westfield Group security or to receive a cash amount equivalent to the value of such a Westfield Group security,

granted in accordance with the terms and conditions under a Scentre Group performance rights plan or a Westfield Corporation performance rights plan prior to the amendments that will be made in connection with the 2014 Restructure, where the performance right was offered for no monetary consideration;

- (h) **performance rights plan trust** means the trust known as the Westfield Performance Rights Plan Trust established under a trust deed the terms of which are substantially in the same form as those provided to ASIC on 30 April 2012;
- (i) **Scentre Group** means WHL, WT, WRT 1 and WRT 2 and each of their controlled entities;



14-0474

- (j) ***Scentre Group performance rights plan*** means the employee incentive schemes known as at the date of this instrument as the Westfield Performance Rights Plan where the terms of the schemes are substantially in the terms set out in either:
- (i) the draft general terms of the Westfield Performance Rights Plan dated 1 June 2008 and as amended on and from 15 May 2012 and as further amended in connection with the 2014 Restructure; or
  - (ii) the draft general terms of the Westfield Performance Rights Plan dated March 2011 and as further amended in connection with the 2014 Restructure; or
  - (iii) the draft general terms of the Westfield Performance Rights Plan dated 10 December 2010 and as further amended in connection with the 2014 Restructure; and
- the terms of which are substantially in the same form as those provided to ASIC on 24 March 2014;
- (k) ***Scentre Group security*** means a stapled security comprising a fully paid ordinary share in WHL, one fully paid ordinary unit in WT, one fully paid ordinary unit in WRT 1 and one fully paid ordinary unit in WRT 2, which, under the terms on which each is to be traded, must be transferred together;
- (l) ***trustee*** means Amondi Pty Ltd ACN 087 465 763 as the trustee of the performance rights plan trust and any replacement trustee from time to time appointed in accordance with the trust deed of the performance rights plan trust;
- (m) ***Westfield Corporation*** means Westfield Corporation Limited ACN 166 995 197 (***WCL***), WFD Trust ARSN 168 765 875 (***WFD Trust***), Westfield America Trust ARSN 092 058 449 (***WAT***) and each of their controlled entities;
- (n) ***Westfield Corporation performance rights plan*** means the employee incentive schemes known as at the date of this instrument by the names below where the terms of the schemes are substantially in the terms set out in either:
- (i) the draft general terms of the Westfield Performance Rights Plan – US dated 17 July 2008 and as amended on and from 1 January 2012 and as further amended in connection with the 2014 Restructure; or
  - (ii) the draft general terms of the Westfield Shoppingtowns Limited Performance Rights Plan dated December 2010 and as further amended in connection with the 2014 Restructure; or
  - (iii) the draft general terms of the Westfield Performance Rights Plan - UK dated December 2010 and as amended on and from 6 June 2012 and as further amended in connection with the 2014 Restructure,

14-0474

the terms of which are substantially in the same form as those provided to ASIC on 22 May 2014;

- (o) *Westfield Corporation security* means a stapled security comprising one fully paid ordinary share in WCL, one fully paid ordinary unit in WFD Trust and one fully paid ordinary unit in WAT, which, under the terms on which each is to be traded, must be transferred together;
- (p) *Westfield Group* means WHL, WT and WAT and each of their controlled entities;
- (q) *Westfield Group security* means a stapled security comprising a fully paid ordinary share in WHL, a fully paid ordinary unit in WT and a fully paid ordinary unit in WAT which, under the terms on which each is to be traded, must be transferred together; and
- (r) *2014 Restructure* means the separation of the Westfield Group into Westfield Corporation and WHL and WT and the merger of WHL and WT with WRT 1 and WRT 2 to form Scentre Group.

Dated this 23<sup>rd</sup> day of May 2014



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

14-0475

**Australian Securities and Investments Commission**  
**Corporations Act 2001 – Paragraphs 741(1)(a), 741(1)(b), 926A(2)(a), 992B(1)(a),**  
**1020F(1)(a) and 1020F(1)(b) – Exemptions and Declaration**

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 741(1)(a), 741(1)(b), 926A(2)(a), 992B(1)(a), 1020F(1)(a) and 1020F(1)(b) of the *Corporations Act 2001 (Act)*.

**Title**

2. This instrument is ASIC Instrument 14-0475.

**Commencement**

3. This instrument commences on 23 May 2014.

**Exemptions**

4. The issuer does not have to comply with Parts 6D.2, 6D.3 (except section 736) and Part 7.9 of the Act where the issuer:
  - (a) makes an eligible incentive plan offer;
  - (b) offers to arrange for the issue of financial products under an eligible incentive plan offer; or
  - (c) issues a financial product under an eligible incentive plan offer,on the conditions set out in this instrument and for so long as the conditions are met.
5. Where the issuer is exempt from Part 6D.2 or Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 4, the issuer is also exempt from subsection 911A(1) of the Act 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 eligible incentive plan offer includes a statement to the effect that any advice given by the issuer in connection with the eligible incentive plan 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;



14-0475

- (c) dealing in a financial product in the course of providing a custodial or depositary service covered by paragraph (b);
  - (d) issuing a financial product under an eligible incentive plan offer covered by paragraph 4 of this instrument; and
  - (e) dealing in a financial product in connection with an eligible incentive plan offer where any acquisition by purchase or disposal of the product by the issuer occurs either:
    - (i) through a person who holds an Australian financial services licence authorising the holder to deal in financial products; or
    - (ii) outside this jurisdiction and through a person who is licensed or otherwise authorised to deal in financial products in the relevant place.
6. Where the issuer is exempt from Part 6D.2 or 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 eligible incentive plan 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

14-0475

- (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 performance rights in relation to fully-paid stapled securities, that is conditional on the stapled securities being quoted on the financial market operated by ASX Limited ACN 008 624 691 and is made under an employee share scheme extended only to eligible employees;” 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) may be acquired:

    - (a) by, or for the benefit of:
      - (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; 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

14-0475

- (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
- (v) in the Interpretation, the following definitions were inserted:
 

“16A “performance right” means a conditional right:

  - (a) to receive by 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 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

11. The issuer can only rely on the exemptions in this instrument if the issuer and the trustee comply with the following conditions as expressed to apply to them:
  - (a) the conditions of the class order (excluding the conditions specified in paragraphs 3 and 4 of the Schedule to the class order); 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:
      - (A) were each outstanding eligible incentive plan offer to be accepted; and
      - (B) were each outstanding offer with respect to stapled securities, units of stapled securities and options to acquire unissued stapled securities

14-0475

under any other employee incentive scheme to be accepted or exercised;  
and

- (ii) the number of stapled securities in the same class issued during the previous 5 years under:

(A) an eligible incentive plan offer extended only to eligible employees;  
and

(B) any other employee incentive scheme extended only to eligible employees;

but disregarding any offer made, or stapled security issued by way of or as a result of:

- (iii) an offer to a person situated at the time of receipt of the offer outside this jurisdiction; or
- (iv) an offer that was an excluded offer or invitation within the meaning of the Corporations Law as in force before the commencement of Schedule 1 to the *Corporate Law Economic Reform Program Act 1999*;
- (v) an offer that did not need disclosure to investors because of section 708 of the Act; or
- (vi) an offer that did not require the giving of a Product Disclosure Statement because of section 1012D of the Act; or
- (vii) 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 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

14-0475

- (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
- (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

12. 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, or the meaning in the class order is modified, in this instrument in which case the word or phrase the meaning given in, or modified by, this instrument;
- (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 employee** means a person who is, at the time of an eligible incentive plan offer, a full or part-time employee or director of Westfield Corporation Limited ACN 166 995 197 (**WCL**) or of a related body corporate of WCL;
- (d) **eligible incentive plan offer** means an offer to amend, or the amendment of, an old performance right into a new performance right or an offer to replace, or the replacement of, an old performance right with a new performance right, made to an eligible employee under a Westfield Corporation performance rights plan, and which occurs in connection with the 2014 Restructure;



14-0475

- (e) **issuer** means WCL or a related body corporate of WCL and Westfield America Management Limited ACN 072 780 619, as the responsible entity of WFD Trust ARSN 168 765 875 (**WFD Trust**) and as the responsible entity of Westfield America Trust ARSN 092 058 449 (**WAT**);

- (f) **new performance right** means a conditional right:

- (i) to receive by issue, transfer or allocation a number of Westfield Corporation securities; or
- (ii) to receive a cash amount equivalent to the value of a number of Westfield Corporation securities; or
- (iii) either to receive by issue, transfer or allocation a number of Westfield Corporation securities or to receive a cash amount equivalent to the value of such securities,

granted in accordance with the terms and conditions of a Westfield Corporation performance rights plan, where the performance right is offered for no monetary consideration;

- (g) **old performance right** means a conditional right:

- (i) to be issued, transferred or allotted a Westfield Group security;
- (ii) to receive a cash amount equivalent to the value of a Westfield Group security; or
- (iii) either be issued, transferred or allotted a fully paid Westfield Group security or to receive a cash amount equivalent to the value of such a Westfield Group security,

granted in accordance with the terms and conditions under a Westfield Corporation performance rights plan or a Scentre Group performance rights plan prior to the amendments that will be made in connection with the 2014 Restructure, where the performance right was offered for no monetary consideration;

- (h) **performance rights plan trust** means the trust known as the Westfield Performance Rights Plan Trust established under a trust deed the terms of which are substantially in the same form as those provided to ASIC on 30 April 2012;

- (i) **Scentre Group** means Westfield Holdings Limited ACN 001 671 496 (**WHL**), Westfield Trust ARSN 090 849 746 (**WT**), Westfield Retail Trust 1 ARSN 146 934 536 (**WRT 1**) and Westfield Retail Trust 2 ARSN 146 934 652 (**WRT 2**) and any related body corporate;

- (j) **Scentre Group performance rights plan** means the employee incentive schemes known as at the date of this instrument as the Westfield Performance Rights Plan where the terms of the schemes are substantially in the terms set out in either:

## 14-0475

- (i) the draft general terms of the Westfield Performance Rights Plan dated 1 June 2008 and as amended on and from 15 May 2012 and as further amended in connection with the 2014 Restructure; or
- (ii) the draft general terms of the Westfield Performance Rights Plan dated March 2011 and as further amended in connection with the 2014 Restructure; or
- (iii) the draft general terms of the Westfield Performance Rights Plan dated 10 December 2010 and as further amended in connection with the 2014 Restructure,

the terms of which are substantially in the same form as those provided to ASIC on 24 March 2014;

- (k) *trustee* means Amondi Pty Ltd ACN 087 465 763 as the trustee of the performance rights plan trust and any replacement trustee from time to time appointed in accordance with the trust deed of the performance rights plan trust;
- (l) *Westfield Corporation* means WCL, WFD Trust, WAT and any related body corporate;
- (m) *Westfield Corporation performance rights plan* means the employee incentive schemes known as at the date of this instrument by the names below where the terms of the schemes are substantially in the terms set out in either:
  - (i) the draft general terms of the Westfield Performance Rights Plan – US dated 17 July 2008 and as amended on and from 1 January 2012 and as further amended in connection with the 2014 Restructure; or
  - (ii) the draft general terms of the Westfield Shoppingtowns Limited Performance Rights Plan dated December 2010 and as further amended in connection with the 2014 Restructure; or
  - (iii) the draft general terms of the Westfield Performance Rights Plan - UK dated December 2010 and as amended on and from 6 June 2012 and as further amended in connection with the 2014 Restructure,

the terms of which are substantially in the same form as those provided to ASIC on 22 May 2014;

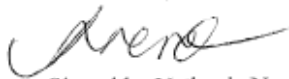
- (n) *Westfield Corporation security* means a stapled security comprising one fully paid ordinary share in WCL, one fully paid ordinary unit in WFD Trust and one fully paid ordinary unit in WAT, which, under the terms on which each is to be traded, must be transferred together;
- (o) *Westfield Group* means WHL, WT and WAT and any related body corporate;
- (p) *Westfield Group security* means a stapled security comprising a fully paid ordinary share in WHL, a fully paid ordinary unit in WT and a fully paid ordinary

14-0475

unit in WA, which, under the terms on which each is to be traded, must be transferred together; and

- (q) **2014 Restructure** means the separation of the Westfield Group into Westfield Corporation and WHL and WT and the merger of WHL and WT with WRT 1 and WRT 2 to form Scentre Group.

Dated this 23<sup>rd</sup> day of May 2014



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



14-0476

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

Notice is hereby given under section 920F of the Corporations Act that the Australian Securities and Investments Commission has made an order in the terms set out below, which order took effect on the date of service of it on the Australian financial services licensee to whom it relates, being 23 May 2014.

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION****VARIATION OF NOTICE OF SUSPENSION OF  
AUSTRALIAN FINANCIAL SERVICES LICENCE**

To: New City Australia Funds Management Limited  
Podium Level 4  
120 Collins Street  
NELBOURNE VIC 3000

Under s915C of the *Corporations Act 2001*, the Australian Securities and Investments Commission hereby varies ASIC Instrument 14-0176 by omitting the words "30 May 2014" and substituting "31 August 2014".

Dated this 23<sup>rd</sup> day of May 2014



Signed by Gai Di Bartolomeo  
as a delegate of the Australian Securities and Investments Commission

14-0477

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0477.

**Commencement**

3. This instrument commences on 23 May 2014.

**Declaration**

4. Part 6D.2 of the Act applies to offers for the sale of shares in Westfield Holdings Limited ACN 001 671 496 (*WHL*) by a holder of shares in WHL 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) Westfield Trust ARSN 090 849 746 (*WT*);
  - (b) Westfield Retail Trust 1 ARSN 146 934 536 (*WRT 1*);
  - (c) Westfield Retail Trust 2 ARSN 146 934 652 (*WRT 2*); andby a holder of an interest in WT, WRT1 or WRT 2 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 WHL and the interests in WT and WRT 1 and WRT 2 that together, comprise the Scentre Group stapled security were issued to the Trustee under a trust arrangement entered into in connection with the Plan;

14-0477

- (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 WHL and without a Product Disclosure Statement under Part 7.9 of the Act for the interests in WT, WRT 1 and WRT 2 being prepared where no disclosure document or Product Disclosure Statement was required to be given; and
- (e) WHL did not issue the shares, WML did not issue the interests in WT, RE 1 did not issue the interests in WRT 1 and RE 2 did not issue the interests in WRT 2 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

In this instrument:

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

*eligible offer* means an offer for the issue or sale of a performance right that is made under the Plan;

*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),

where the Scentre Group stapled security to which the right or interest relates is in the same class as stapled securities that have been quoted on the financial market operated by ASX Limited ACN 008 624 691 immediately before the offer without suspension for more than a total of 2 trading days during that period;

14-0477

**Plan** means the employee incentive schemes known as at the date of this instrument as the Westfield Performance Rights Plan where the terms of the schemes are substantially in the terms set out in either:

- (a) the draft general terms of the Westfield Performance Rights Plan dated 1 June 2008 and as amended on and from 15 May 2012 and as further amended in connection with the 2014 Restructure; or
- (b) the draft general terms of the Westfield Performance Rights Plan dated March 2011 and as further amended in connection with the 2014 Restructure; or
- (c) the draft general terms of the Westfield Performance Rights Plan dated 10 December 2010 and as further amended in connection with the 2014 Restructure; and

the terms of which are substantially in the same form as those provided to ASIC on 24 March 2014;

**performance rights plan trust** means the trust known as the Westfield Performance Rights Plan Trust established under a trust deed the terms of which are substantially in the same form as those provided to ASIC on 30 April 2012;

**RE 1** means RE1 Limited ACN 145 743 862, as the responsible entity of WRT 1;

**RE 2** means RE2 Limited ACN 145 743 862, as the responsible entity of WRT 2;

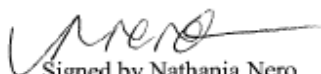
**Scentre Group** means the stapled group comprising WHL, WT, WRT 1 and WRT 2 and each of their controlled entities;

**Scentre Group stapled security** means a stapled security comprising a fully paid ordinary share in WHL, one fully paid ordinary unit in WT, one fully paid ordinary unit in WRT 1 and one fully paid ordinary unit in WRT 2, which, under the terms on which each is to be traded, must be transferred together;

**trustee** means Amondi Pty Ltd ACN 087 465 763 as the trustee of the performance rights plan trust and any replacement trustee from time to time appointed in accordance with the trust deed of the performance rights plan trust; and

**WML** means Westfield Management Limited ACN 001 670 579, as the responsible entity of WT.

Dated this 23<sup>rd</sup> day of May 2014



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

14-0478

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0478.

**Commencement**

3. This instrument commences on 23 May 2014.

**Declaration**

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 Trust**); and
  - (b) Westfield America Trust ARSN 092 058 449 (**WAT**);by a holder of an interest in WFD Trust 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; and
  - (b) the share in WCL and the interests in WFD Trust and WAT that together, comprise the Westfield Corporation stapled security were issued to the trustee under a trust arrangement entered into in connection with the Plan;

14-0478

- (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 Trust 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 Trust 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 or part-time employee or director of WCL or of a related body corporate of WCL;

*eligible offer* means an offer for the issue or sale of a performance right that is made under the Plan;

*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),

where the Westfield Corporation stapled security to which the right or interest relates is in the same class as stapled securities that have been quoted on the financial market operated by ASX Limited ACN 008 624 691 immediately before the offer without suspension for more than a total of 2 trading days during that period;

*Plan* means the employee incentive schemes known as at the date of this instrument by the names below where the terms of the schemes are substantially in the terms set out in either:



14-0478

- (a) the draft general terms of the Westfield Performance Rights Plan – US dated 17 July 2008 and as amended on and from 1 January 2012 and as further amended in connection with the 2014 Restructure; or
- (b) the draft general terms of the Westfield Shoppingtowns Limited Performance Rights Plan dated December 2010 and as further amended in connection with the 2014 Restructure; or
- (c) the draft general terms of the Westfield Performance Rights Plan - UK dated December 2010 and as amended on and from 6 June 2012 and as further amended in connection with the 2014 Restructure,

the terms of which are substantially in the same form as those provided to ASIC on 22 May 2014;

**performance rights plan trust** means the trust established under a trust deed the terms of which are substantially in the same form as those provided to ASIC on 30 April 2012;

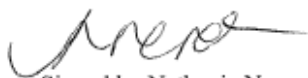
**trustee** means the trustee of the performance rights plan trust appointed from time to time appointed in accordance with the trust deed of the performance rights plan trust;

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

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

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

Dated this 23<sup>rd</sup> day of May 2014



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



14-0481

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0481.

**Commencement**

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

**Declaration**

4. Chapter 5C of the Act applies to Retail Responsible Entity Limited ACN 145 213 663 (the *responsible entity*) in its capacity as responsible entity of the Woodlands Village ARSN 093 255 700 (the *scheme*) as if section 601FL were modified or varied by:
  - (a) omitting all the text after the word “it” of subsection 601FL(1) and substituting:

“must either:

    - (a) call a members' meeting to explain its reason for wanting to retire and to enable the members to vote on a resolution (which must be an extraordinary resolution if the scheme is not listed) to choose a company to be the new responsible entity; or
    - (b) propose a company (*proposed responsible entity*) to be the new responsible entity in accordance with subsection (1A).”; and
  - (b) after subsection 601FL(1) inserting:

“(1A) The responsible entity can retire and the proposed responsible entity can become the new responsible entity if all of the following requirements are met:

    - (a) the proposed responsible entity must provide its consent in writing to become the scheme's responsible entity;
    - (b) the responsible entity must provide each member with:

14-0481

- (i) notice of a proposal to choose the proposed responsible entity to be the scheme's new responsible entity;
  - (ii) sufficient information to explain its reason for wanting to retire and to enable each member to decide whether to consent to the appointment of the proposed responsible entity as the new responsible entity;
  - (c) all members must consent in writing to the retirement of the responsible entity and choose the proposed responsible entity to be the new responsible entity;
  - (d) as soon as practicable and in any event within 2 business days after the last member has given its written consent, the responsible entity must lodge a notice with ASIC asking it to alter the record of the scheme's registration to name the proposed responsible entity as the scheme's responsible entity; and
  - (e) ASIC must comply with the notice when it is lodged.
- (1B) The responsible entity must arrange for a vote within a reasonable time under subsection (1)(a) on the choice of the proposed responsible entity, unless all members give their prior consent in writing to choose the proposed responsible entity without a meeting being held under subsection (1)(a)."

**Where this declaration applies**

5. Federation Manager Limited ACN 051 908 984 has agreed in writing to become the new responsible entity of the Scheme.

**Dated this 26<sup>th</sup> day of May 2014.**



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

14 - 0484

**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 9 May 2014.

**AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION****IN THE MATTER OF JEREMY NAMBIAR****SECTIONS 920A AND 920B OF THE CORPORATIONS ACT 2001**

To: Mr Jeremy Nambiar

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

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

Dated this 30<sup>th</sup> day of April 2014.

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

Your attention is drawn to sections 920C and 1311 of the Corporations Act 2001 that provide that a person commits an offence if the person engages in conduct that breaches a banning order that has been made against the person (Penalty 25 penalty units or imprisonment for 6 months or both).

14-0501

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

**Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraphs 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 14-0501.

**Commencement**

3. This instrument commences on gazettal.

**Revocation**

4. This instrument revokes ASIC Instrument 14-0048.

**Exemptions**

5. The issuer does not have to comply with Part 7.9 of the Act where the issuer:
  - (a) makes an eligible incentive plan offer;
  - (b) offers to arrange for the issue of financial products under an eligible incentive plan offer; or
  - (c) issues a financial product under an eligible incentive plan offer;on the conditions set out in this instrument and for so long as the conditions are met.
6. Where the issuer is exempt from Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 5, 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;

**14-0501**

- (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;
  - (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 5 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.
7. Where the issuer is exempt from Part 7.9 in relation to an eligible incentive plan offer because of the exemption in paragraph 5, the issuer also does not have to comply with section 992A of the Act in relation to an eligible incentive plan offer made in the course of, or because of, unsolicited meetings or telephone calls reasonably held or made in connection with the offer.
8. 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**

9. 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:

## 14-0501

- (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 shares in the issuer in the same class as shares which have been quoted on the financial market operated by ASX Limited ACN 008 624 691 throughout the 12 month period immediately before the offer without suspension for more than a total of:

- (a) where the offer is made on or before 11 December 2014, 3 trading days during the 12 month period immediately before the offer; or
- (b) where the offer is made after 11 December 2014, 2 trading days during the 12 month period immediately before the offer; or

made under the eligible incentive plan offer as extended to eligible employees only of the issuer;”;

- (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;”;

- (iii) in the definition of an “offer document” in paragraph 15 of the Interpretation, subparagraphs (c) and (d) were to read:

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

- (i) the acquisition price in Australian dollars;
- (ii) where the acquisition price is specified in a foreign currency, the Australian dollar equivalent of that price at the date of the eligible offer; or

## 14-0501

- (iii) where the acquisition price is to be worked out in the future under a formula, the Australian dollar or Australian dollar equivalent of that price were the formula applied at the date of the eligible offer; and
- (d) includes an undertaking, and an explanation of the way in which, the issuer who has a registered office in this jurisdiction will, during the period in which an eligible employee may acquire the shares, within a reasonable period of the employee requesting, make available to the employee:
  - (i) the current market price (or, where that price is denominated in a foreign currency, the Australian dollar equivalent of that price) of the shares to which the performance rights relate; and
  - (ii) where sub-subparagraph (c)(ii) or (iii) applies, the information referred to in that subparagraph as updated to that date.”; and
- (iv) in the Interpretation, the following definition was inserted:

“16A. “performance right” means a conditional right to be issued a fully-paid ordinary share in the capital of the issuer, where the performance right is offered for no more than nominal monetary consideration;”.

**Conditions**

10. 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 takes 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 scheme of the issuer to vest or to be accepted or exercised;
    - (ii) the number of shares in the same class issued during the previous 5 years pursuant to:
      - (A) an eligible incentive plan offer extended only to eligible employees; and
      - (B) any other employee share scheme extended only to eligible employees of the issuer;



14-0501

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;
- (iv) an offer that did not need disclosure to investors because of section 708 of the Act;
- (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

11. 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, made under an arrangement known as the Liquefied Natural Gas Limited Incentive Rights Plan Rules (under which the performance rights are referred to as Incentive Rights and for which an exercise price is not payable), the terms of which are substantially in the same form as those provided to ASIC on 5 December 2013; and
- (d) **issuer** means Liquefied Natural Gas Limited ACN 101 676 779 and any related body corporate.

Dated this 29<sup>th</sup> day of May 2014



Signed by Abigail Ong  
as a delegate of the Australian Securities and Investments Commission

14-0502

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

**Enabling legislation**

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

**Title**

2. This instrument is ASIC Instrument 14-0502.

**Commencement**

3. This instrument commences on 29 May 2014.

**Declaration**

4. Chapter 6D of the Act applies to members of NVFA4 (Consolidation) Limited ACN 169 197 853 (the *Company*) offering the ordinary shares of the Company for sale, as if section 707 were modified or varied by omitting subsections 707(3) and 707(4) and substituting:  
  
“(3) An offer of a body’s securities for sale within 12 months after their issue needs disclosure to investors under this Part if the body issued the securities:  
  
    (a) without disclosure to investors under this Part; and  
  
    (b) with the purpose of the person to whom they were issued:  
  
        (i) selling or transferring them; or  
  
        (ii) granting, issuing or transferring interests in, or options or warrants over, them;  
  
and section 708 or 708A does not say otherwise.  
  
(4) Unless the contrary is proved, a body is taken to issue securities with the purpose referred to in paragraph 3(b) if any of the securities are subsequently sold, or offered for sale, within 12 months after their issue.”

**Exemption**

5. The Company and National Vineyard Fund of Australia (No. 4) Limited ACN 113 192 224 (*NVFA4L*) do not have to comply with s706.

**Where this instrument applies**

6. The declaration applies to an offer of the Company's shares for sale, where those shares were issued to members of the National Viticultural Fund of Australia – Project No. 4

Managed Investment Scheme (ARSN 113 748 182) (*Fund*) pursuant to a reconstruction process as described in the Documents.

7. The exemption applies to an offer of:
- (a) the Company's shares for issue to members of the Fund; and
  - (b) NVFA4L's shares for issue to members of the Company;
- pursuant to a reconstruction process as described in the Documents.

**Interpretation**

8. In this instrument:
- (a) **Documents** mean:
    - (i) letter from FABAL to the Fund's members titled "Consolidation of your investment into one vehicle. National Viticultural Fund of Australia – Project No.4 Managed Investment Scheme (ARSN 113 748 182)", enclosing a Background Paper, Standard Transfer Form for the transfer of interests in the Project to NVFA4CL, Offer for the Issue of Shares in NVFA4CL and Standard Transfer Form for the transfer of NVFA4CL shares to NVFA4L as provided to ASIC on 16 May 2014.

Dated this 29<sup>th</sup> day of May 2014



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

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 thirtieth day of May 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

RETAIL DIRECT PROPERTY 10

086 893 969

---

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 thirtieth day of May 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Scheme**

**ARSN**

APN DIRECT PROPERTY FUND	113 296 432
APN DIVERSIFIED PROPERTY FUND	113 296 263
AV OPTIMAL ABSOLUTE FUND	154 789 732
COMMONWEALTH PROPERTY HOTEL FUND	095 107 958
CPHF INVESTMENT FUND	101 055 547
CPHF INVESTMENT FUND NO. 2	106 688 564
DRAPAC SUSTAINABILITY FUND	130 762 042

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 thirtieth day of May 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company**

**ARBN**

MARSHALL OF CAMBRIDGE AEROSPACE LIMITED

093 011 968

---

CORPORATIONS ACT 2001

Subsection 601CC(4)

ASIC has struck the registered Australian bodies  
listed below off the register.

Dated this thirtieth day of May 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company**

**ARBN**

ORAL HISTORY ASSOCIATION OF AUSTRALIA INC

141 124 085

---



CORPORATIONS ACT 2001

Section 601CL(5)

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

Dated this thirtieth day of May 2014

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

**Name of Company****ARBN**

ACME PACKET HK LIMITED	114 582 928
ADWERBA MARKETING SERVICE GMBH	159 177 367
BDD HOLDINGS NZ LIMITED	149 808 631
BEUMER MASCHINENFABRIK GMBH & CO. KG	111 932 364
CARLOW S.A.S.	134 338 113
DERBY CYCLE WERKE GMBH	145 411 516
HEXIM PTE. LTD.	149 792 236
HOLMES FIRE & SAFETY LIMITED	080 314 549
INTERNATIONAL BUSINESS WALES LIMITED	119 010 865
PA WORLDWIDE OPPORTUNITY IX LIMITED	151 697 237
RATIONAL GMBH	138 726 217
THE GENERAL ENVIRONMENTAL TECHNOS CO., LTD	106 109 871
W.M. EWINGTON & COMPANY LIMITED	104 976 338
XYENTERPRISE INC.	093 453 493

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.

**APPS UNLOADED COMPANY LIMITED**

ACN 159 077 719 will change to a proprietary company limited by shares. The new name will be APPS UNLOADED COMPANY PTY LTD ACN 159 077 719.

**AUSTRALIAN CONSOLIDATED INSURANCE LIMITED** ACN 113 206 554 will change to a proprietary company limited by shares. The new name will be AUSTRALIAN CONSOLIDATED INSURANCE PTY LTD ACN 113 206 554.

**FAMILY CARE HEALTH SERVICES LTD**

ACN 085 567 255 will change to a proprietary company limited by shares. The new name will be FAMILY CARE HEALTH SERVICES PTY LTD ACN 085 567 255.

**HEALTHSCOPE HOSPITALS HOLDINGS PTY LTD** ACN 144 840 639 will change to a public company limited by shares. The new name will be HEALTHSCOPE HOSPITALS HOLDINGS LIMITED ACN 144 840 639.

**NIMBUS MINES LIMITED** ACN 098 053 180 will change to a proprietary company limited by shares. The new name will be NIMBUS MINES PTY LTD ACN 098 053 180.

**WESTOR ASSET MANAGEMENT LTD**

ACN 117 252 356 will change to a proprietary company limited by shares. The new name will be WESTOR ASSET MANAGEMENT PTY LTD ACN 117 252 356.

**AUSTRALIAN C.G.I. LTD** ACN 163 805 623 will change to a proprietary company limited by shares. The new name will be AUSTRALIAN C.G.I. PTY LTD ACN 163 805 623.

**BROADACRE ASSET MANAGEMENT LIMITED** ACN 120 002 146 will change to a proprietary company limited by shares. The new name will be BROADACRE ASSET MANAGEMENT PTY LTD ACN 120 002 146.

**GLORY RESOURCES LIMITED**

ACN 142 870 102 will change to a proprietary company limited by shares. The new name will be GLORY RESOURCES PTY LTD ACN 142 870 102.

**L-3 COMMUNICATIONS OCEANIA LIMITED**

ACN 009 019 603 will change to a proprietary company limited by shares. The new name will be L-3 COMMUNICATIONS OCEANIA PTY LIMITED ACN 009 019 603.

**TECHNOLOGY LEASING LIMITED**

ACN 071 702 264 will change to a proprietary company limited by shares. The new name will be TECHNOLOGY LEASING PTY LIMITED ACN 071 702 264.