



ASIC

Australian Securities &
Investments Commission

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RIGHTS OF REVIEW

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

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15-0811

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument [15-0811].

Commencement

3. This instrument commences on 16 September 2015.

Exemption

4. A shareholder of Contact Energy who makes a sale offer of any block trade shares in Contact Energy within 12 months after their sale by persons who controlled Contact Energy does not have to comply with subsection 707(5) of the Act where:
 - (a) at the time of the sale of the block trade shares by the controllers, a notice that complied with clause 20 of Schedule 8 of the *Financial Markets Conduct Regulations 2014* of New Zealand was given to NXZ Limited; and
 - (b) at the time of the sale offer, Contact Energy is listed on the financial market operated by ASX Limited as an exempt foreign listing.

Declaration

5. Chapter 6D of the Act applies in relation to Contact Energy as if the following provisions were modified or varied:
 - (a) in section 708A:
 - (i) in paragraph (1)(a) omit “(12) or (12A),” substitute “(12), (12A) or (13),”;
 - i. Note: ASIC Class Order [CO 08/35] notionally inserted section 708A(12A) of the Act.
 - (ii) in paragraph (1A)(a) omit “(5),” and substitute “(5) or (13),” and
 - (iii) after subsection (12A) insert:

“Sale offers of quoted securities: NZ foreign exempt listed body—case 5
 - (13) The sale offer of securities in a New Zealand foreign exempt listed body does not need disclosure to investors under this Part if:

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- (a) the relevant securities are in a class of securities that were quoted securities at all times in the following period:
 - (i) if this section applies because of subsection (1)—3 months before the day on which the relevant securities were issued; or
 - (ii) if this section applies because of subsection (1A)—3 months before the day on which the relevant securities were sold by the controller; and
- (b) either:
 - (i) if this section applies because of subsection (1)—the body gives the relevant market operators for the body a notice that the body reasonably believes complies with clause 20 of Schedule 8 of the *Financial Markets Conduct Regulations 2014* of New Zealand before the sale offer is made; or
 - (ii) if this section applies because of subsection (1A)—both the body, and the controller, gives the relevant market operators for the body a notice that the body and the controller reasonably believe complies with clause 20 of Schedule 8 of the *Financial Markets Conduct Regulations 2014* of New Zealand before the sale offer is made.

In this subsection:

New Zealand foreign exempt listed body means a body that is:

- (A) listed on the financial market operated by NZX Limited; and
- (B) listed on the financial market operated by ASX Limited as an exempt foreign listing.

relevant market operators means both ASX Limited and NZX Limited.”;

- (b) omit subsections 708AA(7) to (9), substitute:

“(7) For a New Zealand foreign exempt listed body, a notice complies with this subsection if the body reasonably believes the notice complies with clause 20 of Schedule 8 of the *Financial Markets Conduct Regulations 2014* of New Zealand.

In this subsection:

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New Zealand foreign exempt listed body means a body that is:

- (a) listed on the financial market operated by NZX Limited; and
- (b) listed on the financial market operated by ASX Limited as an exempt foreign listing.”.

Interpretation

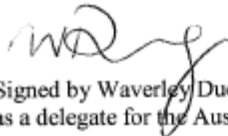
6. In this instrument:

block trade shares means the 389,314,921 shares in Contact Energy that were sold by the following bodies on or about 4 August 2015:

- (a) Origin Energy Pacific Holdings Limited (Company Number 1058461), a body incorporated under the *Companies Act 1993* of New Zealand;
- (b) Origin Energy Universal Holdings Limited (Company Number 1058464), a body incorporated under the *Companies Act 1993* of New Zealand;
- (c) Origin Energy New Zealand Limited (Company Number 1531268), a body incorporated under the *Companies Act 1993* of New Zealand.

Contact Energy means Contact Energy Limited (Company Number 660760), a body incorporated under the *Companies Act 1993* of New Zealand.

Dated this 16th day of September 2015



Signed by Waverley Duong
as a delegate for the Australian Securities and Investments Commission

15-0831

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

Enabling legislation

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

Exemption

2. This exemption applies to an interest in a managed investment scheme (*serviced strata scheme*) which involves an owner (*investor*) of real property (*strata unit*), in the investor's discretion, making their strata unit available for use by a person (*operator*) as part of a resort cabin complex to be known as Anderleigh Winery located at 131 Roberts Road, Anderleigh in the State of Queensland, developed in accordance with an approval of 25 units and related amenities by a local government organisation that has been given to ASIC and in relation to which, to the date this instrument is gazetted, there was no person who had bought or agreed to buy a strata unit and who, before agreeing to buy, had been offered an interest in the scheme.
3. An interest in the serviced strata scheme is exempt from the following provisions of the Act:
 - (a) Part 7.6 (other than Divisions 4 and 8); and
 - (b) section 992AA; and
 - (c) section 1017F.

Where exemption applies

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

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

investor which agreement includes provisions as specified in paragraph 5;

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

Terms of agreement between investor and operator

- 5. The agreement specified in subparagraph 4(g) is to contain provisions to the following effect:
 - (a) *Transfer of management rights*
 - (i) If a majority of scheme members advise the operator in writing that they wish to terminate the operator's engagement, the operator must within 9 months transfer the management rights to a person that is chosen by the operator that has not been involved in the operation (including promotion) of the scheme and is not controlled by a person that has been involved in the operation (including promotion) of the scheme; and
 - (ii) If an operator fails to complete that transfer within the 9 month period, the operator must cause the transfer of the management rights to a replacement operator named in a written notice given

by a majority of scheme members, at a price specified in the notice; and

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

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

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

(c) *Price payable on transfer*

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

- (i) the average of two valuations of the management rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by ASIC); or
- (ii) the highest bona fide bid for the management rights (excluding a bid by the operator or its associates) at an auction of which at least 60 days' notice had been given; or

- (iii) the highest bona fide amount tendered (excluding any tender by the operator or its associates) for the management rights following reasonable efforts to market the property for at least 60 days; and

(d) *Voting*

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

(e) *Costs*

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

(f) *Assistance*

The operator must give reasonable assistance to enable the transferee to operate the resort complex including making available information concerning any prospective bookings; and

(g) *Definitions*

In this paragraph:

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

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

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


Interpretation

6. In this instrument:

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

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

Dated this 9 day of September 2015

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



15-0833

ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Axis Professional Services Pty. Ltd.
ACN 091 749 067
Level 5, 90 Collins Street
MELBOURNE VIC 3000

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 334816 held by Axis Professional Services Pty. Ltd., with effect from the date on which this notice is given to Axis Professional Services Pty. Ltd.

Dated this 11th day of September 2015

Signed

James Nott

A delegate of the Australian Securities and Investments Commission



15-0834

ASIC

Australian Securities & Investments Commission

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Rodney John McElroy
ABN 27 558 665 392
28 Kestrel Drive
SHEPPARTON VIC 3630

Pursuant to paragraph 915B(1)(e) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 241435 held by Rodney John McElroy, with effect from the date on which this notice is given to Rodney John McElroy.

Dated this 11th day of September 2015

Signed

James Nott

A delegate of the Australian Securities and Investments Commission

15 -0836

**Australian Securities and Investments Commission
Corporations Act 2001 – Subsections 741(1), 911A(2), 992B(1) and 1020F(1) –
Exemptions**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under subsections 741(1), 911A(2), 992B(1) and 1020F(1) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument [15-0836].

Commencement

3. This instrument commences on gazettal.

Disclosure relief*Offers made under the Plan or the adjustment*

4. Alphabet Inc, a company incorporated under the laws of the State of Delaware, United States of America, and each related body corporate (*Alphabet*) do not have to comply with Part 6D.2, 6D.3 or Part 7.9 of the Act in relation to:
 - (a) an adjustment; or
 - (b) the Plan.

Subsequent sale offers

5. A person that makes a sale offer of an underlying eligible product within 12 months after the issue of the product does not have to comply with Part 6D.2, 6D.3 or Part 7.9 of the Act in relation to the sale offer where:
 - (a) the product was issued or otherwise granted to an eligible participant under the Plan or under an adjustment; and
 - (b) the person has no reason to believe the Plan or the adjustment are not covered by this instrument.
6. A person that makes a sale offer of a financial product within 12 months after the issue of the product does not have to comply with Part 6D.2, 6D.3 or Part 7.9 of the Act in relation to the sale offer where:

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- (a) the product was issued or transferred by reason of the exercise or vesting of an eligible product issued or otherwise granted to an eligible participant, under an adjustment or the Plan; and
- (b) the person has no reason to believe the Plan or the adjustment are not covered by this instrument.

Advisers

- 7. An eligible product that is offered under the Plan or under the adjustment is exempt from section 1012A of the Act to the extent that section requires a person to give a Product Disclosure Statement for an eligible product to an eligible participant, provided the person has no reason to believe the Plan or the adjustment is not covered by this instrument.

Licensing, hawking and other incidental relief*General advice*

- 8. Alphabet does not have to comply with subsection 911A(1) of the Act in relation to the provision of a financial service consisting of general advice in connection with an offer of an eligible product to an eligible participant under the Plan or under the adjustment.

Dealing

- 9. Alphabet does not have to comply with subsection 911A(1) of the Act in relation to the provision of any of the following financial services in relation to an offer of an eligible product to an eligible participant in connection with the Plan, or the adjustment:
 - (a) issuing the eligible product;
 - (b) dealing in the eligible product where any acquisition by purchase or disposal of the eligible product by Alphabet occurs either:
 - (i) through a financial services licensee; or
 - (ii) outside this jurisdiction and through a person which is licensed or otherwise authorised to deal in financial products of that kind in the relevant place.

Custodial or depository services

- 10. Alphabet does not have to comply with subsection 911A(1) of the Act in relation to the provision of any of the following financial services in relation to an offer of an eligible product to an eligible participant in connection with the Plan or in connection with the adjustment:

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- (a) a custodial or depositary service in relation to the eligible product where Alphabet performs their duties in good faith and has sufficient resources to perform those duties; and
- (b) dealing in the eligible product in the course of providing a custodial or depositary service covered by subparagraph (a).

Hawking

11. Alphabet does not have to comply with sections 736 or 992A of the Act in relation to making an adjustment or an offer in the course of, or because of, an unsolicited meeting or telephone call held or made in connection with the adjustment or Plan.

Advertising

12. Alphabet does not have to comply with section 1018A of the Act in relation to an advertisement or publication that advertises, or publishes a statement that is reasonably likely to induce eligible participants to acquire, an eligible product under the Plan or through an adjustment.

Conditions*Disclosure*

13. Alphabet must ensure that an offer of an eligible product to an eligible participant under the Plan or an adjustment is made in, or is accompanied by, an offer document.

5% issue limit

14. Alphabet must, at the time of making an offer of an eligible product under the Plan or an adjustment, have reasonable grounds to believe that the number of underlying eligible products in a class of underlying eligible products that form part of the issued capital of Alphabet that have been or may be issued in any of the circumstances covered by the following paragraphs will not exceed 5% of the total number of underlying eligible products in that class on issue:
- (a) underlying eligible products that may be issued under the offer;
 - (b) underlying eligible products issued or that may be issued as a result of offers made at any time during the previous 3 year period under:
 - (a) the Plan; and
 - (b) an ASIC exempt arrangement of a similar kind.

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ASIC power to request documents

15. Alphabet must, if requested by ASIC and in accordance with the request, make available to ASIC the offer document and all other accompanying information or documents given to eligible participants in connection with an offer or an adjustment that is made in reliance on this instrument.

Interpretation

16. In this instrument:

- (a) **2015 Restructure** means the restructure under which Alphabet Inc. will become the new ultimate parent company of the Google group of companies, with Google Inc becoming Alphabet Inc.'s wholly-owned subsidiary;

able to be traded has the meaning given by section 761A of the Act;

ASIC Class Order [CO 03/184] includes ASIC Class Order [CO 05/1270] to the extent that it relates to ASIC Class Order [CO 03/184];

ASIC exempt arrangement of a similar kind, in relation to the Plan, means an arrangement covered or previously covered by ASIC Class Order [CO 03/184] or an instrument expressed to apply to a specified person or persons and which grants or granted similar relief to the relief granted by this instrument;

adjustment means an offer to adjust, or the adjustment of, an old option or an old incentive right by way of replacement with, or grant of, a new option or a new incentive right:

- (i) to eligible participants; and
- (ii) that occurs in connection with the 2015 Restructure;

casual employee, in relation to Alphabet, means an individual who is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with Alphabet;

contractor, in relation to Alphabet, means:

- (i) an individual with whom Alphabet has entered into a contract for the provision of services under which the individual performs work for Alphabet; or
- (ii) a company with whom Alphabet has entered into a contract for the provision of services under which an individual, who is a director of the company or their spouse, performs work for Alphabet;

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where the individual who performs the work under or in relation to the contract is, or might reasonably be expected to be, engaged to work the number of hours that are the pro-rata equivalent of 40% or more of a comparable full-time position with Alphabet;

eligible participant, in relation to Alphabet, means a person specified in column 2 of Table A who resides in this jurisdiction;

eligible product means a financial product specified in column 1 of Table A;

financial product advice has the meaning given by section 766B of the Act;

general advice has the meaning given by section 766B of the Act;

incentive right means a conditional right:

- (i) to acquire underlying eligible products;
- (ii) to be paid cash amount that is ultimately determined by reference to (wholly or in part):
 - (A) the price or value at a given time of the underlying eligible product to which the rights relates;
 - (B) a change in the price or value over a given period of the underlying eligible product to which the right relates;
 - (C) the amount or value of dividends or distributions paid or payable in relation to the underlying eligible product to which the right relates; or
 - (D) a change in the amount or value over a given period of time of dividends or distributions paid or payable in relation to the underlying eligible product to which the right relates; or
- (iii) to acquire or to be paid a combination of underlying eligible products and a cash amount as determined in accordance with paragraph (ii);

new incentive right means an incentive right specified in column 1 of Table A that is offered or granted by Alphabet by way of an adjustment, and that relates to the same number and class of shares as the old incentive right that it replaces;

new option means an option specified in column 1 of Table A that is offered or granted by Alphabet by way of an adjustment, and that relates to the same number and class of shares as the old option that it replaces;

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offer means an offer, issue or transfer of an eligible product to an eligible participant under the Plan, but does not include an adjustment;

offer document, in relation to an adjustment or an offer of eligible products under the Plan, means a document which includes, or is accompanied by, the following information, statements and explanations worded and presented in a clear, concise and effective manner:

- (i) prominent statements to the effect that:
 - (A) any advice given by Alphabet in relation to the adjustment or eligible products offered under the Plan does not take into account an eligible participant's objectives, financial situation and needs; and
 - (B) eligible participants should consider obtaining their own financial product advice from a person who is licensed by ASIC to give such advice;
- (ii) in the case of an adjustment - either:
 - (A) a copy of the terms of the relevant plan (being either the Google Inc. 2004 Stock Plan or the Google Inc. 2012 Stock Plan); or
 - (B) a summary of the terms of the relevant plan in subparagraph (ii)(A), together with a statement that, on request and at no charge and within a reasonable time, Alphabet will provide an eligible participant with a copy of the terms of the relevant plan;
- (iii) in the case of an offer - either:
 - (A) a copy of the terms of the Plan; or
 - (B) a summary of the terms of the Plan together with a statement that, on request and at no charge and within a reasonable time, Alphabet will provide an eligible participant with a copy of the terms of the Plan;
- (iv) general information about the risks of acquiring and holding an eligible product being offered under the Plan or offered pursuant to an adjustment; and
- (v) an explanation of how an eligible participant could, from time to time, ascertain the market price of the underlying eligible products in Australian dollars;

old incentive right means an incentive right previously granted under the Google Inc. 2004 Stock Plan or the Google Inc. 2012 Stock Plan;

old option means an option previously granted under the Google Inc. 2004 Stock Plan or the Google Inc. 2012 Stock Plan;

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Plan means the Alphabet Inc. 2012 Stock Plan, the terms of which are substantially in the same form as those of the Google Inc. 2012 Stock Plan provided to ASIC on 24 August 2015;

prospective participant, in relation to Alphabet means a person to whom an adjustment or any offer is made but who can only accept the adjustment or offer if an arrangement has been entered into that will result in the person becoming covered by one of paragraphs (a) to (d) of column 2 of Table A;

related body corporate has the meaning given in section 50 of the Act;

underlying eligible product means an eligible product specified in paragraph (a) in column 1 of Table A.

- (b) an adjustment or an offer of eligible products to an eligible participant under the Plan on terms that the eligible participant may renounce the adjustment or offer in favour of a person covered by one of the following paragraphs is to be treated as an adjustment or offer of eligible products to the eligible participant:
- (i) an immediate family member of the eligible participant;
 - (ii) a company whose members comprise no persons other than the eligible participant or immediate family members of the eligible participant;
 - (iii) a corporate trustee of a self-managed superannuation fund (within the meaning of the *Superannuation Industry (Supervision) Act 1993*) where the eligible participant is a director of the trustee;
- (c) for the avoidance of doubt, a document or other writing to be given in connection with this instrument may be given by electronic means (including, in the case of a document or other writing to be given by Alphabet, by way of making it available on a website and notifying the intended recipient that it is available on the website).

Dated this 11th day of September 2015



Signed by Waverley Duong
as a delegate of the Australian Securities and Investments Commission

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Table A

Column 1 Eligible product	Column 2 Eligible participant
(a) a fully paid share of Alphabet that is in a class of shares that is able to be traded on the NASDAQ Global Select Market at the time of the adjustment or offer;	(a) a full-time or part-time employee (including an executive director);
(b) a unit in a financial product mentioned in paragraph (a);	(b) a non-executive director;
(c) an incentive right granted in relation to a financial product mentioned in paragraph (a);	(c) a contractor;
(d) an option to acquire, by way of issue or transfer, a financial product mentioned in paragraph (a).	(d) a casual employee;
	(e) a prospective participant.

15-0845

Australian Securities and Investments Commission***Corporations Act 2001 – Subsection 111AT – Exemption*****Enabling legislation**

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

Title

2. This exemption is ASIC Instrument 15-0845.

Commencement

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

Exemption

4. Becton Property Group Limited (Receivers and Managers Appointed) ACN 095 067 771 (the *Company*) does not have to comply with Part 2M.3 of the Act as it applies to disclosing entities as follows:
 - (a) report to members of the Company under section 314 within the time required by section 315;
 - (b) send reports to a member of the Company in accordance with a request under subsection 316(1) within the time required by subsection 316(2);
 - (c) lodge reports with ASIC under subsection 319(1) within the time required by subsection 319(3);
 - (d) lodge half-year reports with ASIC under subsection 320(1) within the time required by that subsection;in relation to:
 - (e) the financial year of the Company ending 30 June 2015.

This paragraph applies until the last day of the deferral period.

5. The Company does not have to comply with an obligation under Part 2M.3 of the Act of a kind specified in subparagraph 4(a) to (d) in relation to any earlier financial year or half year of the Company but only to the extent that the Part would have imposed, but for this paragraph 5, a continuing obligation on the Company from the date of appointment of the External Administrator. This paragraph applies until the last day of the deferral period.

15-0845

Conditions

6. The Company:
- (a) must comply with any obligation to which paragraphs 4 or 5 applies by no later than the last day of the deferral period;
 - (b) must arrange for a notice explaining the relief granted by this instrument to be published in a place that is readily accessible on a website maintained by the External Administrator or any external administrator appointed after the External Administrator;
 - (c) must have adequate arrangements in place to answer, within a reasonable period of time and without charge, any reasonable questions asked by a member of the Company about the external administration; and
 - (d) must immediately notify ASIC in writing if the External Administrator ceases to exercise all or most of the management powers and functions of the Company.
7. This exemption will cease to apply in relation to a half-year or a financial year of the Company from the date of any failure to comply with a condition in paragraph 6 in relation to the half-year or the financial year.

Interpretation

In this instrument:

deferral period means the period starting on the date of this instrument and ending on whichever is the earlier of:

- (a) 14 March 2016; or
- (b) the date the Company ceases to be under external administration.

external administration means where an external administrator has been appointed to the Company.

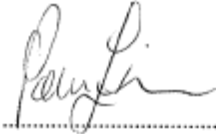
external administrator means:

- (a) an administrator of the Company appointed under s436A, 436B or 436C of the Act;
- (b) where the Company has executed a deed of company arrangement that has not yet terminated, the administrator of the deed appointed under Part 5.3A of the Act;
- (c) a provisional liquidator of the Company; or
- (d) a managing controller appointed in relation to property of the Company.

15-0845

External Administrator means Jannamaria Robertson and Cassandra Elysium Mathews of KordaMentha Pty Ltd, appointed as receivers and managers to the Company under subsection 427(1) of the Act on 26 February 2013 and 8 July 2014 respectively.

Dated this 14th day of September 2015



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

15-0849

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 15-0849.

Commencement

3. This instrument commences on 15 September 2015.

Exemption

4. Link Administration Holdings Pty Limited ACN 120 964 098 (*Company*) does not have to comply with subsection 734(2) of the Act.

Where this instrument applies

5. Subject to paragraph 6, this instrument applies to the following information communicated by the Company to Employees:
 - (a) details of any employee share plan, employee option plan, employee incentive plan or employee offer under which offers to employees may be made at or about the same time as the Initial Public Offer;
 - (b) information about the timetable for the Initial Public Offer, including updates to the timetable for the Initial Public Offer;
 - (c) information alerting them to impending announcements about the Initial Public Offer;
 - (d) information relating to:
 - (i) changes which may be made to the structure and administration of the Company or a related body corporate at or about the same time as the Initial Public Offer; and
 - (ii) the appointment of management, executive officers and directors of the Company or a related body corporate.

15-0849

Conditions

6. This exemption does not apply if, in communicating any of the information set out in paragraph 5 of this instrument, the Company communicates:
- (a) any advantages, benefits or merits of the Initial Public Offer; or
 - (b) the existence of any priority offer or preferential allocation targeting certain applicants under the Initial Public Offer.

Cessation

7. This exemption shall remain effective, unless otherwise revoked, until the earlier of:
- (a) date on which the Company or a related body corporate lodges a prospectus for the Initial Public Offer with ASIC; or
 - (b) 14 October 2015.

Interpretation

8. In this instrument:

Employees means employees of the Company or a related body corporate; and

Initial Public Offer means the proposed initial public offer of fully paid ordinary shares in the Company or a related body corporate.

Dated this 15th day of September 2015



Signed by Kwan Leung
as a delegate of the Australian Securities and Investments Commission


15-0850

Notice is given under section 920E of the Corporations Act 2001 that the Australian Securities and Investments Commission has made a banning order in the terms set out below, which order took effect on 14th September 2015

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION**IN THE MATTER of ALFIE CHONG****To: ALFIE CHONG****BANNING ORDER PURSUANT TO SECTIONS 920A and 920B OF THE
CORPORATIONS ACT 2001**

Under s920A and s920B of the *Corporations Act 2001* the Australian Securities and Investments Commission prohibits ALFIE CHONG from providing any financial services for a period of 5 years from the date of service of this order.

Dated 4th September 2015.

Signed: 
MELANIE BAXTER
Delegate of the
Australian Securities and Investments Commission.

Your attention is drawn to s920C(2) of the Corporations Act 2001 which provides that a person must not engage in conduct which breaches a banning order that has been made against the person. Contravention of s920C (2) is an offence.

15-0851

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument [15-0851].

Commencement

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

Exemptions

4. ICICI Bank Limited, a banking institution incorporated and domiciled in India, does not have to comply with:
 - (a) subsection 911A(1) of the Act;
 - (b) section 992A of the Act; and
 - (c) Part 7.9 of the Act;

in relation to the Money2India remittance facility, or the provision of financial services in relation to the Money2India remittance facility.

Where exemptions apply

5. The exemptions in paragraph 4 apply where each of the following are satisfied:
 - (a) under the Money2India remittance facility, as instructed by the payer client, ICICI Bank makes money available (or causes it to be made available) to a person nominated by the payer client:
 - (i) within 2 business days of receiving the client's instructions; or
 - (ii) within the time reasonably required to complete the transaction subject to any constraints imposed by law;
 - (b) under the Money2India remittance facility the funds are transferred by electronic means for collection by, or for the credit of, the payer client or another person;

- (c) ICICI Bank and the payer client have a standing arrangement to transfer funds in the manner described in subparagraphs (a) and (b) only to the extent that the payer client maintains with ICICI Bank:
 - (i) a record of the details of the payer client and of potential recipients; and
 - (ii) an online account or mobile application through which the payer client can request a funds transfer and select recipient details from the recorded list of potential recipients;
- (d) the payer client does not maintain a monetary balance in the account referred to in paragraph (c), other than an amount that has been paid to ICICI Bank and credited to the payer client's account for the purpose of completing a specific funds transfer in accordance with the payer client's instructions;
- (e) the payer client does not authorise ICICI Bank to debit a deposit product, non-cash payment facility or credit facility held by the payer client with another financial institution for the purpose of completing a funds transfer; and
- (f) the payer client is not able to give instructions for:
 - (i) multiple payments to be made to different recipients from a single amount paid to ICICI Bank by the payer client; or
 - (ii) recurring payments to be made at specified intervals.

Conditions

- 6. ICICI Bank must take reasonable steps to:
 - (a) clearly warn the payer client about the importance of entering the correct details for the intended recipient and the risks of mistaken payments, including that:
 - (i) the funds may be credited to an account of an unintended recipient if the correct details are not entered in the payment instruction;
 - (ii) it is important for the payer client to check the recipient details in the payment instruction, including where the intended recipient has been selected from records maintained by the payer client with ICICI Bank; and
 - (iii) it may not be possible to recover funds from an unintended recipient; and

- (b) ensure that, where practicable, the warning referred to in paragraph (a) is delivered:
 - (i) on-screen where the payer client is using either the online account or mobile application to create a payment instruction; and
 - (ii) before the payment instruction is confirmed, at a time when the payer client can cancel the transaction or correct the error.

Interpretation

In this instrument:

credit facility means a facility described in regulation 7.1.06 of the Corporations Regulations 2001.

Money2India remittance service means a facility provided by ICICI Bank through which payer clients remit money to accounts with Indian banking institutions or persons in India, and that includes either or both of:

- (a) a non-cash payment facility;
- (b) a foreign exchange contract.

non-cash payment facility means a facility through which, or through the acquisition of which, a person makes non-cash payments within the meaning of section 763D of the Act.

payer client means a person in Australia who uses the Money2India remittance service to transfer money.

Dated this 16th day of September 2015



Signed by Richard McMahon
as a delegate of the Australian Securities and Investments Commission

CORPORATIONS ACT 2001

Section 601CL(5)

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

Dated this eighteenth day of September 2015

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company**ARBN**

AGRIVENTURE GLOBAL LTD	150 962 431
AMIKA PRASAD & SONS LIMITED	155 549 385
AUSTRALIA AND NEW ZEALAND EXPLORATION COMPANY	111 941 050
BWI COMPANY LIMITED	138 584 693
CADAN RESOURCES CORPORATION	156 135 241
CHENAVARI INVESTMENT MANAGERS (HK) LIMITED	167 308 938
CODERA TECHNOLOGIES PRIVATE LIMITED	142 783 935
CONSULTZ NZ LIMITED	142 583 275
DOF SUBSEA UK LIMITED	154 840 990
ENGCON HOLDING AB	156 252 701
ENTRUST INTERNATIONAL LLC	120 901 055
EUROTIRE, INC	121 790 976
EVOLVE PARTNERS, LLC	158 167 107
GLOBAL CAPITAL PROSPECT LIMITED	601 179 195
GLOBAL PORTFOLIO TRADING LIMITED	601 178 518
GLOBAL SOLUTIONS (INTL) LIMITED	117 806 078
GOLDSTAKE EXPLORATIONS INC.	096 597 947
HUMAN GENOME SCIENCES, INC.	119 083 760
IMPLUS PACIFIC RIM, LLC	158 168 293
INTER BETEILIGUNGSVERWALTUNGS-GESELLSCHAFT MBH	121 235 532
INTERNATIONAL TME RESOURCES INC.	155 085 608
KANGARAX ESTATE DEVELOPMENT LLC	155 720 308
LATITUDES GROUP INTERNATIONAL MANAGEMENT PTE. LTD.	135 022 034
LESTER AUSTRALIA LIMITED	092 613 511
LORD BUSINESS INVESTMENT LIMITED	602 010 882
LSC GROUP LIMITED	158 693 442
MARSHALL MILLER & ASSOCIATES INC.	146 493 478

Name of Company	ARBN
MASSTECH GROUP INC.	110 982 780
MEDIA EDGE COMMUNICATIONS INC.	141 066 284
MINING TECHNOLOGIES INTERNATIONAL INC.	070 550 524
MISC BERHAD	007 510 214
NEIL F. LAMPSON, INC.	003 849 956
PA ADVANCE OPPORTUNITY V LIMITED	169 224 533
PEERTRANSFER GLOBAL PAYMENTS CORP.	155 799 358
PETRIS TECHNOLOGY, LTD.	136 935 129
POONG LIM INDUSTRIAL CO., LTD.	111 327 309
PREMIUM CITY INTERNET SERVICES LTD.	155 731 561
QUESTWOOD CORPORATION	164 917 015
SHAPE NZ LIMITED	137 477 886
TOAI SINGAPORE PTE. LTD.	169 690 402
TRADEWIND RECRUITMENT LTD	124 629 438

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 eighteenth day of September 2015

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Scheme

ARSN

BALANCED DIMENSION FUND	099 167 709
CAPITAL STABLE DIMENSION FUND	099 167 772
GROWTH DIMENSION FUND	099 167 852
HIGH GROWTH DIMENSION FUND	099 167 914
IOOF / PERENNIAL FIXED INTEREST FUND	087 720 876
IOOF GLOBAL ONE FUND #67	103 336 705
IOOF GLOBAL ONE FUND #80	100 903 848
IOOF GLOBAL ONE FUND #82	101 255 181
IOOF GLOBAL ONE FUND #83	101 643 645
IOOF GLOBAL ONE FUND #84	103 337 024
PERENNIAL/HBF CASH TRUST	130 944 786

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 eighteenth day of September 2015

Rosanne Bell

DELEGATE OF

THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company

ARBN

ALTUS LOGISTICS PTE. LTD.	124 939 340
ATLANTIC GOLD CORPORATION	600 024 397
DIGITAL CONXIONS LIMITED	605 033 547
GABBA RPR B.V.	114 325 067
INTERNATIONAL CABLE MANAGEMENT LIMITED	167 398 629
NAPLES ROAD BUILDING CORPORATION	011 066 818
NORTHROP GRUMMAN INTERNATIONAL, INC.	099 780 533
S E SHIPPING LINES PTE. LTD.	136 398 680
SWETTENHAM STUD	093 395 941
THE HOFFMAN GROUP LLC	147 022 357
TH OFFSHORE INVESTMENT INC	109 125 448
WIDE WORLD PHOTOS, INC.	159 813 993

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.

ANTHONY MORETON GROUP FUNDS

MANAGEMENT LTD ACN 105 568 803 will change to a proprietary company limited by shares. The new name will be ANTHONY MORETON GROUP FUNDS MANAGEMENT PTY LTD ACN 105 568 803.

LOAN RQ PTY LTD ACN 600 490 033 will change to a public company limited by shares. The new name will be LOAN RQ LIMITED ACN 600 490 033.

HELMSEC GLOBAL CAPITAL LIMITED

ACN 129 825 798 will change to a proprietary company limited by shares. The new name will be HELMSEC GLOBAL CAPITAL PTY LIMITED ACN 129 825 798.

NARHEX LIFE SCIENCES INTERNATIONAL

PTY LTD ACN 143 516 643 will change to a public company limited by shares. The new name will be NARHEX LIFE SCIENCES LTD ACN 143 516 643.