



# ASIC Australian Securities & Investments Commission

Commonwealth of Australia Gazette

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# ASIC Gazette

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#### **RIGHTS OF REVIEW**

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

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

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

TO: Owen Insurance Brokers Pty Ltd ACN 053 662 721 ("the Licensee") PO Box 7086 Baulkham Hills BC NSW 2153

Pursuant to 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 234539 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated

26 October 2018

Signed





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

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

TO: SMSF Life Insurance Reviews Pty Limited ACN 600 427 969 ("the Licensee") Suites 3, 4 and 5 197 Washington Drive Bonnet Bay NSW 2226

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 476688 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated

29 October 2018

Signed

John Connor





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

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

TO: SH SMSF Advice Pty Ltd

ACN 610 060 967 ("the Licensee")

PO Box 454

Burwood NSW 1805

Pursuant to 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 484573 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated

26 October 2018

Signed

John Connor





ASIC

Australian Securities & Investments Commission

18-0889

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

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

TO: Eclipse Accounting Group Pty Ltd ACN 130 941 230 ("the Licensee") Level 1 12-16 President Avenue Caringbah NSW 2226

26 October 2018

Pursuant to 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 486035 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated

Signed

John Connor

#### Australian Securities and Investments Commission Corporations Act 2001 – Paragraph 741(1)(b) – Declaration

#### **Enabling legislation**

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

#### Title

2. This instrument is ASIC Instrument 18-0961.

#### Commencement

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

#### Cessation

4. This instrument ceases to apply 12 months after the date on which the auditor of Westpac Banking Corporation ACN 007 457 141 (Westpac) signs its auditor's independence declaration under section 307C of the Act in respect of the financial report for the financial year ended 30 September 2018.

#### Declaration

5. Chapter 6D of the Act applies to Westpac and its securityholders as if the definition of "technical relief instrument" in section 9 of the Act as modified by ASIC Corporations (Disregarding Technical Relief) Instrument 2016/73 was further modified or varied by inserting the following table:

19.	an order under section 340 to the extent it	
	relieves any person as auditor of the entity	
	from the requirements of subparagraph	
	307C(3)(d)(ii).	

#### Where this declaration applies

- This declaration applies in relation to an offer:
  - (a) by Westpac to issue regulatory capital securities (as defined in section 9 of the Act as notionally inserted by ASIC Corporations (Regulatory Capital Securities) Instrument 2016/71) and the offer is made under a prospectus lodged with ASIC to which section 713 (as modified by ASIC Corporations (Regulatory Capital Securities) Instrument 2016/71) of the Act applies; or

## Notices under Corporations Act 2001

#### 18-0961

- for the sale of ordinary shares in Westpac which have been issued as a result of a conversion or exchange of regulatory capital securities (as defined in section 9 of the Act as notionally inserted by ASIC Corporations (Regulatory Capital Securities) Instrument 2016/71) and the sale offer complies with section 708A (as modified by ASIC Corporations (Regulatory Capital Securities) Instrument 2016/71) of the Act; or
- by Westpac to issue ordinary shares in Westpac where the offer is made in (c) compliance with section 708AA (as modified by ASIC Corporations (Nontraditional Rights Issues) Instrument 2016/84) of the Act; or
- for the sale of ordinary shares in Westpac where the sale offer complies with section 708A (as modified by ASIC Corporations (Non-traditional Rights Issues) Instrument 2016/84) of the Act; or
- by Westpac to issue ordinary shares in Westpac where the offer complies with the (e) requirements of ASIC Class Order [CO 09/425]; and

where no order under section 340 of the Act covered Westpac or any person as director or auditor of Westpac, except for orders made under ASIC Instrument 16-1069 and ASIC Instrument 18-0960.

Dated this 24th day of October 2018

Signed by Stella Lee

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

#### **Enabling legislation**

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

#### Title

2. This instrument is ASIC Instrument 18-0964.

#### Commencement

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

#### Exemption

 A holder of Biocells Shares does not have to comply with Parts 6D.2 and 6D.3 of the Act.

#### Where this instrument applies

 The exemption in paragraph 4 applies in connection to any offer of Biocells Shares made in the 12-month period immediately following the initial in-specie distribution of the Biocells Shares pursuant to the Demerger Scheme, in accordance with the Scheme Booklet.

#### Interpretation

In this instrument:

Biocells means Genea Biocells Australia (Holdings) Ltd ACN 625 940 749.

Biocells Shares means fully paid ordinary shares in Biocells.

**Demerger Scheme** means a scheme of arrangement effected pursuant to Part 5.1 of the Act by Genea giving rise to an in-specie distribution of Biocells Shares to Genea shareholders.

Genea means Genea Limited ACN 002 844 448.

**Scheme Booklet** means the booklet summarising the proposed terms of the Demerger Scheme substantially in the same form as the booklet provided to ASIC on 26 October 2018.

Dated this 29th day of October 2018

Signed by Dominic Clarke

Dominicllaste

#### Australian Securities and Investments Commission Corporations Act 2001 – Paragraphs 655A(1)(b) and 673(1)(b) – Declaration

#### **Enabling legislation**

The Australian Securities and Investments Commission (ASIC) makes this
instrument under paragraphs 655A(1)(b) and 673(1)(b) of the Corporations Act
2001 (the Act).

#### Title

This instrument is ASIC Instrument 18-0968.

#### Commencement

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

#### **Declarations**

- Chapters 6 and 6C of the Act apply to National Dental Care Limited ACN 160 442 071 (*National Dental Care*) as if section 609 were modified or varied by, after subsection (13) (as notionally inserted by ASIC Class Order [CO 13/520]), inserting:
  - "(13A) A body corporate does not have a relevant interest in its own securities merely because, under an escrow arrangement entered into by the body corporate, the body corporate applies restrictions on the disposal of the securities by the holder.".
- Chapters 6 and 6C of the Act apply to National Dental Care as if section 9 were modified or varied by, after subparagraph (a)(ii)(C) in the definition of substantial holding (as notionally inserted by ASIC Class Order [CO 13/520]), inserting:

"or

- (D) subsection 609(13A) (securities subject to escrow arrangement);".
- Chapter 6C of the Act applies to National Dental Care as if section 671B were modified or varied by, omitting "." in paragraph (7)(c) (as notionally inserted by ASIC Class Order [CO 13/520]), inserting:

"or

(d) subsection 609(13A) (securities subject to escrow arrangement).".

#### Where this instrument applies

 This instrument applies in relation to relevant interests National Dental Care has in securities of National Dental Care (Escrowed Securities) merely because

National Dental Care has entered into one or more escrow agreements or deeds (each an *Escrow Arrangement*) with each *Security Holder* in connection with the proposed admission of National Dental Care's securities to the official list of the Australian Securities Exchange (*ASX*) where each Escrow Arrangement:

- does not restrict the exercise of voting rights attaching to the Escrowed Securities;
- (b) in the case of a takeover bid (including a proportional takeover bid):
  - allows each Security Holder to accept into the Takeover Bid where holders of at least half of the bid class securities that are not subject to an Escrow Arrangement have accepted into the bid; and
  - (ii) requires that the Escrowed Securities be returned to escrow if the bid does not become unconditional;
- allows the Escrowed Securities to be transferred or cancelled as part of a merger by way of compromise or arrangement under Part 5.1 of the Act;
- (d) terminates on the date that is no later than 24 months from the date National Dental Care is admitted to the official list of the ASX.
- (e) is substantially in the same form as the draft agreement provided to ASIC on 24 October 2018.

#### Interpretation

- In this instrument Security Holder means any of the following persons or entities who hold shares in National Dental Care:
  - (a) CCP Trusco 1 Pty Ltd (ACN 143 361 488) as trustee for the Crescent Capital Partners Specific Trust IVA (ABN 52 634 412 136);
  - (b) CCP Trusco 2 Pty Ltd (ACN 143 361 497) as trustee for the Crescent Capital Partners Specific Trust IVB (ABN 31 096 779 952);
  - (c) CCP Trusco 3 Pty Ltd (ACN 143 361 504) as trustee for the Crescent Capital Partners Specific Trust IVC (ABN 71 625 084 493);
  - (d) CCP Trusco 2 Pty Ltd (ACN 143 361 497) as trustee for the Quay Co-Investment Trust (ABN 24 240 505 241);
  - (e) Crescent Capital Partners IV L.P.;
  - (f) Perpetual Corporate Trust Limited (ACN 000 341 533) as custodian for ROC Capital Pty Limited (ACN 167 858 764) as trustee for the ROC CBUS Private Equity Trust (ABN 39 121 121 082);

- (g) Perpetual Corporate Trust Limited (ACN 000 341 533) as custodian for ROC Capital Pty Limited (ACN 167 858 764) as trustee for the Q Private Equity Trust (ABN 24 655 816 903);
- (h) Perpetual Corporate Trust Limited (ACN 000 341 533) as custodian for ROC Capital Pty Limited (ACN 167 858 764) as trustee for the ACT Private Equity No. 3 Fund (ABN 50 308 228 804);
- Perpetual Corporate Trust Limited (ACN 000 341 533) as custodian for ROC Capital Pty Limited (ACN 167 858 764) as trustee for the ROC Alternative Investment Trust VI (ABN 63 759 752 914);
- (j) Gordon Towell;
- (k) Mark Fisher;
- Derek Shearer;
- (m) Raintree Terraces Pty Ltd (ACN 615 308 122) as trustee for the Forbes Super Fund (ABN 50 963 203 542); and
- (n) Mamo Super Pty Ltd (ACN 150 054 381) as trustee Benedetto Superannuation Fund (ABN 23 372 238 512).

Dated this 30th day of October 2018

Signed by Lydia Sia

# Australian Securities and Investments Commission Corporations Act 2001 – Subsection 257D(4) – Exemption

#### **Enabling legislation**

The Australian Securities and Investments Commission (ASIC) makes this instrument under subsection 257D(4) of the Corporations Act 2001 (Act).

#### Title

2 This instrument is ASIC Instrument 18-0999.

#### Commencement

3 This instrument commences on 31 October 2018.

#### Exemption

BHP Billiton Limited ABN 49 004 028 077 (Company) does not have to comply with subsections 257D(1), 257D(2) and 257D(3) of the Act.

#### Where this instrument applies

- This instrument applies in relation to the tender buy-back to be made available to all Shareholders (other than Excluded Foreign Persons and any shareholder who holds only Restricted Employee Shares) commencing on or around 1 November 2018 (Buy-Back Invitations) which:
  - is substantially on the terms contemplated in the Buy-Back Invitations;
  - (b) complies with the conditions in subsection 257B(2) of the Act, subject to subsection 257B(3) of the Act, except that:
    - the Company does not comply with paragraph 257B(2)(a) of the Act but rather the Buy-Back Invitations relate only to Shares;
    - (ii) the Company does not comply with paragraph 257B(2)(b) of the Act but rather invites all Shareholders (other than Excluded Foreign Persons and any shareholder who holds only Restricted Employee Shares) to offer for sale their Shares to the Company in accordance with the terms and conditions of the Buy-Back Invitations;
    - (iii) the Company does not comply with paragraph 257B(2)(c) of the Act but rather all Shareholders (other than Excluded Foreign Persons and any shareholder who holds only Restricted Employee Shares) have a

- reasonable opportunity to offer for sale their Shares to the Company in accordance with the terms and conditions of the Buy-Back Invitations;
- (iv) the Company does not comply with paragraph 257B(2)(d) of the Act but rather the buy-back agreements are not entered into until after the Tender Period has closed; and
- (v) the Company does not comply with paragraph 257B(2)(e) of the Act but rather the Buy-Back Invitations are to be made by the Company to all Shareholders (other than Excluded Foreign Persons and any shareholder who holds only Restricted Employee Shares) for those holders to tender their Shares for sale to the Company and for the Company to buy back those Shares subject to:
  - (A) each shareholder having the ability to nominate a maximum number of Shares they wish to offer for sale to the Company;
  - (B) each shareholder having an option to nominate a minimum price condition in relation to their tenders;
  - (C) if the shareholder holds both Shares and Restricted Employee Shares, the Company only accepting offers in respect of the number of Shares that they hold;
  - (D) if the shareholder holds 165 Shares or fewer, they must tender all of their Shares (at one Tender Discount or as a Final Price Tender) if they wish to participate in the buy-back;
  - (E) if the shareholder holds more than 165 Shares, they may tender any number of Shares they hold (at one or more Tender Discounts or as a Final Price Tender), subject to a minimum of 165 Shares (in aggregate) and a maximum of the number shown on their Tender Form; and
- (vi) the Company does not comply with paragraph 257B(2)(e) of the Act but rather the Buy-Back Invitations need not be made to Excluded Foreign Persons or any shareholder who holds only Restricted Employee Shares and any Tender received from such a person need not be accepted by the Company.

#### Notices under Corporations Act 2001

#### Conditions

- 6 The Company must ensure that the Buy-Back Invitations include a term that:
  - (a) the Buy-Back Price will be calculated by applying the Buy-Back Discount selected by the Company to the Market Price following the end of the Tender Period;
  - (b) if a shareholder tenders Shares subject to a Minimum Price, their Tender will be rejected if the Buy-Back Discount results in a Buy-Back Price that is lower than the Minimum Price; and
  - (c) if, at the close of the Tender Period, the Company has received Tenders that in aggregate are more than the Buy-Back Amount:
    - the Company will buy back the Buy-Back Amount (or such lesser number as the Company may determine);
       and
    - (ii) the number of Shares in each eligible Shareholder's Tender that will be bought back will be reduced in accordance with the Scale-Back Mechanism.

#### Interpretations

7 In this instrument:

ASX means ASX Limited (ABN 98 008 624 691) or the financial market which it operates, as applicable.

**Buy-Back Amount** means the number of Shares that the Company decides to buy back, provided that the number of Shares that the Company buys back, when combined with other Shares bought back by the Company during the 12 months before the date on which the Company buys back the Shares, does not exceed 10% of the smallest number of votes attaching to Shares on issue at any time during the 12 months before the date on which the Company buys back the Shares

**Buy-Back Booklet** means the document to be lodged on or about 8 November 2018, being in substantially the same form as the booklet provided to ASIC on 31 October 2018.

**Buy-Back Discount** means the tender discount to be selected by the Company in accordance with the Buy-Back Invitations, being the largest Tender Discount within the range of 10% to 14% inclusive (at 1% intervals), which will enable the Company to buy back the Buy-Back Amount.

**Buy-Back Invitation** means the invitation by the Company to its eligible Shareholders to offer to sell Shares to the Company as set out in the Buy-Back Booklet.

Buy-Back Price means the price per Share at which the Company will buy back Shares from Tenders it accepts in the buy-back, rounded to the nearest cent. This price is determined by applying the Buy-Back Discount selected by the Company to the Market Price.

Excluded Foreign Person means any person holding Shares:

- to whom the Company would be prohibited from paying money pursuant to:
  - (1) the Banking (Foreign Exchange) Regulations 1959 (Cth);
  - (2) regulations made under the Charter of the United Nations Act 1945 (Cth) imposing financial sanctions including the Charter of the United Nations (Dealings with Assets) Regulations 2008 (Cth); or
  - any other act, rule or regulation prohibiting the Company from making payments to foreign persons;
- (b) who resides in a jurisdiction where it would be illegal under the laws of that jurisdiction to make an invitation to the holder to participate in the buy-back;
- whose participation in the buy-back is not permitted under the laws of the jurisdiction in which they are resident; or
- (d) who is not resident in Australia, Japan, the Netherlands, New Zealand, Singapore, South Africa, Hong Kong, the United Kingdom, Chile, Germany, Ireland, Jersey or Malaysia.

For the avoidance of doubt, Excluded Foreign Persons include any person who is (or who is acting on behalf of or for the account of a person who is) in the United States, a US Person or a resident of Canada.

Final Price Tender means a Tender in which an eligible Shareholder elects to receive the Buy-Back Price determined in accordance with the Buy-Back Invitations.

Market Price means the VWAP of the Shares on ASX over the five trading days up to and including the date the Tender Period closes, calculated to four decimal places, as determined by the Company.

Minimum Price means one of the specified minimum prices on the Tender Form that an eligible Shareholder may select in order for their Tender to be conditional upon the Buy-Back Price being equal to or greater than that amount.

Plan means any employee equity incentive scheme of the Company.

**Priority Allocation** means, in the event of a scale-back, the first 165 Shares successfully tendered by each eligible Shareholder that the Company will buy back, or such lesser number of Shares as determined by the Company to ensure that the Company buys back the Buy-Back Amount.

**Record Date** means the date for eligibility to participate in the buy-back, being on or around Wednesday, 7 November 2018.

**Restricted Employee Shares** means fully paid ordinary shares held pursuant to a Plan where, as at the Record Date, the shareholder would not be entitled to sell those shares into the buy-back scheme or where the shares are subject to forfeiture under the terms of the Plan.

**Scale-Back Mechanism** means the reduction of Shares bought back by the Company on the terms and conditions set out in the Buy-Back Invitations and to be applied to Tenders from eligible Shareholders on a substantially pro-rata basis, except that it will not apply to Tenders from Small Holders.

Shareholder means a person who holds Shares at the Record Date.

Shares means fully paid ordinary shares in the capital of the Company (other than Restricted Employee Shares).

Small Holder means an eligible Shareholder who holds 165 Shares (or fewer Shares) at the Record Date and an eligible Shareholder who would hold 65 Shares (or fewer Shares) if the Scale-Back Mechanism were applied to their Tender or in relation to Priority Allocations.

**Tender** means an eligible Shareholder's offer to sell nominated Shares back to the Company at a specified Tender Discount or as a Final Price Tender and on the terms and conditions set out in the Buy-Back Invitation by delivering to the Company a Tender Form (which has not been withdrawn).

**Tender Discount** means one of the specified discounts to the Market Price (from 10% to 14% inclusive at 1% intervals) as set out on Tender Form.

**Tender Form** means the form of offer by an eligible Shareholder to sell their nominated Shares to the Company, which is provided with a Buy-Back Invitation (including through any online tender facility established in connection with the buy-back) or represented by instructions from a CHESS holder's controlling participant (and includes any form of offer amended in accordance with the procedures set out in the Buy-Back Booklet).

**Tender Period** means the period within which eligible Shareholders may lodge, withdraw or amend a Tender in accordance with the procedures set out in the Buy-Back Booklet.

**US Person** has the meaning given by Regulation S under the United States' Securities Act of 1933, as at the date of this instrument.

VWAP for a share over a period means the volume weighted average price including all trades on ASX's trading platform including the closing single price auction, but excluding all off-market trades including but not limited to transactions defined in the operating rules of ASX as special crossings, crossings prior to the commencement of the open session state, crossings during overnight trading, overseas trades, trades pursuant to the exercise of options over shares, and any other trades that the directors of the Company determine to exclude on the basis that the trades are not fairly reflective of supply and demand.

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Dated this 31st day of October 2018.

Signed by Tian Gu



#### CORPORATIONS ACT SECTIONS 657EA AND 657D ORDERS

#### MOLOPO ENERGY LIMITED 12R

The Panel in *Molopo Energy Limited 10 & 11* made a declaration of unacceptable circumstances on 8 June 2018 and final orders on 18 July 2018.

The final orders made on 18 July 2018 are varied by inserting new Orders 3, 4 and 5, and renumbering and amending original Order 3, so that new Orders 3 to 6 read as follows:

#### THE PANEL ORDERS

- Within 2 months of this order, the Former Directors must pay to Molopo \$70,581.66, representing the total amount paid by Molopo to Aurora pursuant to Orders 1 and 2 made on 18 July 2018. Liability is joint and several.
- Within 2 months of this order, the Former Directors must pay to Molopo \$91,944.60 representing the costs actually, properly and reasonably incurred by Molopo in the course of the Molopo Energy Limited 10 & 11 proceedings. Liability is joint and several.
- Within 2 months of this order, the Former Directors must pay to Keybridge \$46,235
  representing the costs actually, properly and reasonably incurred by Keybridge in the
  course of the Molopo Energy Limited 10 & 11 proceedings. Liability is joint and several.
- In these Orders the following terms apply.

Aurora

Aurora Funds Management Ltd, including as responsible entity for the Aurora Fortitude Absolute Return Fund

Former Directors

Messrs Baljit Johal, Matthew Cudmore and Richard

Matthews

Keybridge

Keybridge Capital Limited

Molopo

Molopo Energy Limited

Takeover Bid

Aurora's off-market takeover bid for Molopo announced on

12 September 2017

Bruce Dyer

Counsel

with authority of Michelle Jablko President of the sitting Panel Dated 26 September 2018

#### Australian Securities and Investments Commission Corporations Act 2001 – Paragraph 1020F(1)(a) – Exemption

#### **Enabling provisions**

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

#### Title

This instrument is ASIC Instrument 18-1007.

#### Commencement

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

#### Exemption

4. Commonwealth Bank of Australia (ACN 123 123 124) (CBA) and the Nominated Purchaser do not have to comply with Division 5A of Part 7.9 of the Act in relation to an offer by CBA to purchase PERLS VI Notes on the condition that the sale proceeds will be automatically invested in PERLS XI Notes to be issued by CBA (Reinvestment Offer) as described in a prospectus lodged by CBA with ASIC on 1 November 2018 or a replacement prospectus lodged with ASIC on 9 November 2018 (Prospectus).

#### Conditions of the relief

- In order to rely on the exemption in paragraph 4, CBA must give or send to each PERLS VI Holder a copy of the Prospectus which complies with paragraph 6, by:
  - (a) giving the Prospectus to the Eligible PERLS VI Holder personally; or
  - (b) sending:
    - by post to the address for the Eligible PERLS VI Holder in the Register; or
    - to an electronic address (if any) nominated by the Eligible PERLS VI Holder,
      - an information postcard which will provide information on how an Eligible PERLS VI Holder may:
      - (A) access a copy of the Prospectus from the Offer specific website; and
      - (B) request a printed copy of the Prospectus.

- 6. The Prospectus must contain the following statements and information:
  - (a) a statement that the Reinvestment Offer is open until the closing date set out in the Prospectus; and
  - information about the minimum and maximum number (if any) of PERLS VI Notes an Eligible PERLS VI Holder can sell through the Reinvestment Offer; and
  - a statement that the market price of PERLS VI Notes is subject to change from time to time; and
  - (d) a statement that an Eligible PERLS VI Holder may be able to sell or dispose of their PERLS VI Notes at a price higher or lower than the price they would receive if they were to sell their PERLS VI Notes through the Reinvestment Offer; and
  - (e) information about how to obtain up-to-date information on the market price of PERLS VI; and
  - (f) information about any other significant characteristics or features of the Reinvestment Offer or of the rights and obligations of Eligible PERLS VI Holders who elect to participate in the Reinvestment Offer; and
  - (g) information about any alternatives that the Eligible PERLS VI Holder may have to participating in the Reinvestment Offer.

#### Interpretation

In this instrument:

Eligible PERLS VI Holder has the meaning given in the Prospectus.

*PERLS VI Notes* means the perpetual, exchangeable, resaleable, listed, subordinated, unsecured notes issued by CBA on 17 October 2012.

**PERLS XI Notes** means the subordinated, unsecured notes which are due to be issued by CBA under the Prospectus.

Nominated Purchaser means Morgan Stanley Australia Securities Limited (ACN 078 652 276).

Offer means the offer made through the Prospectus by CBA of PERLS XI Notes to retail investors in Australia.

**Register** means the register of noteholders of CBA required to be set up and maintained under section 171 of the Act.

Dated 1 November 2018

Domincllube

Signed by Dominic Clarke

#### Australian Securities and Investments Commission Corporations Act 2001—Paragraph 601QA(1)(a) - Exemption

#### **Enabling Legislation**

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

#### Title

This instrument is ASIC Instrument 18-1013.

#### Commencement

This instrument commences on the date it is signed.

#### Exemption

4. Fidante Partners Limited ACN 002 835 592 (responsible entity) in its capacity as the responsible entity of the ActiveX Trust ARSN 629 403 925 (Fund), an AQUA managed fund does not have to comply with paragraph 601FC(1)(d) of the Act to the extent that it would prevent the responsible entity from permitting only authorised participants to withdraw their interest in the fund.

#### Where the exemption applies

- The exemption applies where all of the following are satisfied:
  - (a) there is a Product Disclosure Statement in relation to interests in the Fund that are admitted to Trading Status as Managed Fund Products that includes statements to the effect that:
    - the responsible entity will not treat members of the same class equally to the extent that it restricts withdrawal from the Fund to authorised participants;
    - except in exceptional circumstances only authorised participants may withdraw their interests from the Fund, but other members may sell their interests on the AQUA market; and
    - (iii) when interests in the Fund are suspended from trading on the AQUA market for more than 5 consecutive Trading Days, members have a right to withdraw from the Fund and receive payment for their interests in money within a reasonable time of request unless any of the following apply:
      - (A) the Fund is being wound-up;

- (B) the Fund is not liquid as defined in subsection 601KA(4) of the Act;
- (C) the responsible entity suspends withdrawals in accordance with the constitution;
- (b) the constitution of the Fund does not permit a withdrawal fee per interest in the Fund to be payable by a member who is not an authorised participant that is greater than the withdrawal fee per interest that would generally be payable by an authorised participant receiving redemption proceeds in cash while interests in the Fund are quoted when withdrawing the minimum parcel; and
- (c) ASIC has not notified the responsible entity in writing that it is excluded from reliance on the exemption.

#### Interpretation

#### 6. In this instrument:

**AQUA managed fund** means a registered scheme with interests admitted to Trading Status as a Managed Fund Product on the financial market operated by ASX under the provisions of the operating rules of ASX relating to what is referred to an AQUA market.

**AQUA market** means the financial market operated by ASX under the provisions of the operating rules of ASX relating to an AQUA Product.

**AQUA Product** has the same meaning as in the ASX operating rules as at the date of this instrument.

ASX means ASX Limited ACN 008 624 691.

Australian resident for tax purposes means, for a particular financial year, a person who is an Australian resident for the purposes of the *Income Tax Assessment Act 1997* for the whole of that financial year.

authorised participant means, in relation to the Fund, a person who:

- (a) has an agreement with the responsible entity of the Fund in relation to making applications to acquire and withdraw interests in the Fund; and
- (b) has notified the responsible entity in writing that the person expects they will be an Australian resident for tax purposes for the financial year of the Fund in which the notification is made and for each subsequent financial year, and has not subsequently notified the responsible entity to the contrary; and
- (a) is either a Trading Participant or has engaged a Trading Participant to act on its behalf to acquire and dispose of interests in the Fund.

Managed Fund Product has the same meaning as in the operating rules of ASX as at the date of this instrument.

**minimum parcel** means the smallest number or value of interests in an AQUA managed fund that are generally permitted to be withdrawn from the AQUA managed fund by an authorised participant while interests in the AQUA managed fund are quoted.

Trading Day has the same meaning as in the operating rules of ASX as at the date of this instrument.

*Trading Participant* has the same meaning as in the operating rules of ASX as at the date of this instrument.

Trading Status has the same meaning as in the operating rules of ASX as at the date of this instrument.

withdrawal fee per interest means, in relation to the Fund, the fee that is payable in relation to a withdrawal from the fund divided by the number of interests in the Fund to which the withdrawal relates.

Dated this 1st day of November 2018

Signed by Flora Lee

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

#### **Enabling legislation**

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

#### Title

This instrument is ASIC Instrument 18-1014.

#### Commencement

This instrument commences on 1 November 2018.

#### Declaration

- Part 7.9 of the Act applies to The Trust Company (RE Services) Limited ACN 003 278 831 in its capacity as the responsible entity of the Qualitas Real Estate Income Fund ARSN 627 917 971 (the *Trust*) as if section 1017E of the Act were modified or varied as follows:
  - (a) in paragraph 1017E(4)(d) of the Act, omit "one month" and substitute "60 days"; and
  - (b) in paragraph 1017E(4)(e) of the Act, omit "end of that month" and substitute "end of the period referred to in paragraph (4)(d)".

#### Where this declaration applies

5. This declaration applies in relation to the offer of interests in the Trust under a Product Disclosure Statement (the *PDS*) dated and lodged with ASIC on 8 October 2018, where the PDS includes a statement to the effect that money paid for the interests in the Trust may be held for up to 60 days starting on the day on which the money was received before the interests in the Trust are issued or the money is returned.

Dated this 1st day of November 2018

Signed by Phillip Mines

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

#### **Enabling legislation**

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

#### Title

This instrument is ASIC Instrument 18-1016.

#### Commencement

3. This instrument commences on 2 November 2018.

#### Declaration

- Chapter 6 of the Act applies to:
  - OPG TC II Pty Ltd (ACN 629 426 231) acting in its capacity as trustee of the Glencoe Bid Trust; and
  - (b) OPG TC I Pty Ltd (ACN 629 426 259) acting in its capacity as trustee of the Barnes Bid Trust

#### (together, the Acquirer)

as if item 7 of section 611 of the Act were modified or varied by omitting paragraph (a) and substituting the following:

"(a) no votes are cast in favour of the resolution by the person proposing to make the acquisition and its associates (unless the associate is a custodian, nominee, trustee, responsible entity or other fiduciary which has received a specific instruction from a third party beneficiary, who is not an associate of the person, directing the associate how to vote); and".

#### Where this instrument applies

- 5. This instrument applies to the acquisition by the Acquirer of all of the AJOF Units and all of the PCPT Units under the AJOF Trust Scheme and the PCPT Trust Scheme (Acquisitions) where:
  - (a) AJOF Unitholders and PCPT Unitholders are given a copy of the Explanatory Memorandum; and
  - (b) the Acquisitions are approved for the purposes of item 7 of section 611 of the Act by resolutions passed at a meeting of AJOF Unitholders and PCPT Unitholders to be held on or about 4 December 2018.

#### Interpretation

In this instrument:

AJOF means the Armstrong Jones Office Fund ARSN 090 242 229.

**AJOF Trust Scheme** means the arrangement described in the Explanatory Memorandum under which the Acquirer proposes to acquire all of the AJOF Units where the acquisition is approved by resolutions passed at a meeting of AJOF Unitholders:

- to approve amendments to the constitution of AJOF under subsection 601GC(1) of the Act; and
- (b) under item 7 of section 611 of the Act.

AJOF Unit means a unit on issue in AJOF.

AJOF Unitholder means the holder of a AJOF Unit.

Explanatory Memorandum means the explanatory statement and notice of meeting dated on or about 6 November 2018 that is:

- (a) prepared in accordance with item 7 of section 611 of the Act;
- sent to AJOF Unitholders and PCPT Unitholders in relation to the AJOF Trust Scheme and the PCPT Trust Scheme; and
- (c) substantially in the same form as that provided to ASIC on 1 November 2018.

PCPT means the Prime Credit Property Trust ARSN 089 849 196.

**PCPT Trust Scheme** means the arrangement described in the Explanatory Memorandum under which the Acquirer proposes to acquire all of the PCPT Units where the acquisition is approved by resolutions passed at a meeting of PCPT Unitholders:

- to approve amendments to the constitution of PCPT under subsection 601GC(1) of the Act; and
- (b) under item 7 of section 611 of the Act.

PCPT Unit means a unit on issue in PCPT.

PCPT Unitholder means the holder of a PCPT Unit.

Dated this 2nd day of November 2018

Signed by Taryn Chua

#### Australian Securities and Investments Commission Corporations Act 2001 – Paragraph 951B(1)(a) – Exemption

#### **Enabling legislation**

 The Australian Securities and Investments Commission (ASIC) makes this instrument under paragraph 951B(1)(a) of the Corporations Act 2001 (the Act).

#### Title

This instrument is ASIC Instrument 18-1017.

#### Commencement

This instrument commences on 2 November 2018.

#### Exemption

 ILFML in its capacity as the responsible entity of AJOF and PCPT does not have to comply with Division 2 of Part 7.7 of the Act.

#### Where this instrument applies

- The exemption in paragraph 4 applies where ILFML provides or gives financial product advice to IOF Unitholders where:
  - (a) that advice is General Advice;
  - (b) that advice is provided in connection with the Scheme; and
  - (c) that advice is contained in the Explanatory Memorandum.

#### Interpretation

In this instrument:

AJOF means Armstrong Jones Office Fund ARSN 090 242 229

Explanatory Memorandum means the explanatory statement and notices of meeting dated on or about 6 November 2018 that is:

- (a) prepared in accordance with item 7 of section 611 of the Act;
- (b) sent to IOF Unitholders in relation to the Scheme; and
- (c) substantially in the same form as that provided to ASIC on 1 November 2018.

General Advice has the meaning given by subsection 766B(4) of the Act.

IOF means Investa Office Fund, which is a stapled group comprising of AJOF and PCPT.

10F Constitutions means the constitutions of AJOF and PCPT from time to time.

IOF Stapled Securities means the units in AJOF and PCPT which are stapled together to form IOF Stapled Securities.

IOF Unitholders means a holder of an IOF Stapled Security.

ILFML means Investa Listed Funds Management Limited ACN 149 175 655.

PCPT means Prime Credit Property Trust ARSN 089 849 196.

Scheme means the arrangement described in the Explanatory Memorandum under which OPG TC II Pty Ltd ACN 629 426 231 acting in its capacity as trustee of the Glencoe Bid Trust and OPG TC I Pty Ltd ACN 629 426 259 acting in its capacity as trustee of the Barnes Bid Trust (together, the Acquirer) proposes to acquire all of the IOF Stapled Securities, where the acquisition is approved by resolutions passed at meetings of IOF Unitholders:

- (a) to approve amendments to the IOF Constitutions under subsection 601GC(1) of the Act; and
- (b) under item 7 of section 611 of the Act.

Dated this 2<sup>nd</sup> day of November 2018

Signed by Christopher Tran

#### Australian Securities and Investments Commission Corporations Act 2001 — Paragraph 1020F(1)(a) – Exemption

#### **Enabling legislation**

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

#### Title

This instrument is ASIC Instrument 18-1018.

#### Commencement

This instrument commences on 2 November 2018.

#### Exemption

4. OPG TC I Pty Ltd ACN 629 426 231 acting in its capacity as trustee of the Glencoe Bid Trust and OPG TC II Pty Ltd ACN 629 426 259 in its capacity as the trustee of the Barnes Bid Trust (together, the *Acquirer*) is exempt from complying with Division 5A of Part 7.9 of the Act.

#### Where this instrument applies

 The exemption in paragraph 4 applies in relation to any unsolicited offer or invitation made to IOF Unitholders to acquire IOF Stapled Securities under the Scheme as described in the Explanatory Memorandum.

#### Interpretation

In this instrument:

AJOF means the Armstrong Jones Office Fund ARSN 090 242 229.

Explanatory Memorandum means the explanatory statement and notices of meeting dated on or about 6 November 2018 that is:

- (a) prepared in accordance with item 7 of section 611 of the Act;
- (b) sent to IOF Unitholders in relation to the Scheme; and
- (c) substantially in the same form as that provided to ASIC on 1 November 2018.

IOF means Investa Office Fund, which is a stapled group comprising of AJOF and PCPT.

IOF Constitutions means the constitutions of AJOF and PCPT from time to time.

IOF Stapled Securities means the units in AJOF and PCPT which are stapled together to form IOF Stapled Securities.

IOF Unitholders means a holder of an IOF Stapled Security.

PCPT means the Prime Credit Property Trust ARSN 089 849 196.

**Scheme** means the arrangement described in the Explanatory Memorandum under which the Acquirer proposes to acquire all of the IOF Stapled Securities, where the acquisition is approved by resolutions passed at meetings of IOF Unitholders:

- (a) to approve amendments to the IOF Constitutions under subsection 601GC(1) of the Act; and
- (b) under item 7 of section 611 of the Act.

Dated this 2nd day of November 2018

Signed by Christopher Tran

#### Australian Securities and Investments Commission

## Corporations Act 2001 - Paragraphs 926A(2)(a), 992B(1)(a) and 1020F(1)(a) - Exemptions

#### National Consumer Credit Protection Act 2009 – Paragraph 109(1)(a) – Exemption

#### **Enabling power**

 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 (the Corporations Act) and paragraph 109(1)(a) of the National Consumer Credit Protection Act 2009 (the Credit Act).

#### Title

This instrument is ASIC Instrument 18-1019.

#### Commencement and cessation

- 3. This instrument:
  - (a) commences on 1 November 2018; and
  - (b) ceases to have effect on 31 October 2019.

#### Exemptions

4. Way Forward Debt Solutions Limited ACN 628 702 821 (the *Company*) does not have to comply with subsections 29(1) and (2) of the Credit Act in relation to credit activities engaged in as part of the Repayment Arrangement Service.

Note: Subsection 29(4) of the Credit Act may provide a defence to a person who engages in a credit activity on behalf of another person that is exempt from subsections 29(1) and (2) of the Credit Act in relation to the credit activity under paragraph 109(1)(a) of the Credit Act.

- The Company does not have to comply with the following in relation to the provision of the Related Payment Facility:
  - (a) subsection 911A(1) of the Corporations Act;
  - (b) Part 7.9 of the Corporations Act; and

(c) section 992A of the Corporations Act.

#### Where exemptions apply

- 6. The exemptions in paragraphs 4 and 5 of this instrument apply where each of the following is satisfied:
  - (a) the credit activities are one or more of:
    - suggesting the consumer remain in the credit contracts with the member ADIs and other credit providers;
    - (ii) acting as an intermediary between the consumer and the member ADIs and other credit providers to secure the repayment arrangement for the consumer;
    - (iii) collecting repayments in accordance with the repayment arrangement on behalf of the member ADIs and other credit providers;
  - (b) the number of consumers that enter repayment arrangements through the Repayment Arrangement Service does not exceed 900;
  - (c) no fees or charges are payable by or on behalf of the consumer in relation to the Repayment Arrangement Service or the Related Payment Service; and
  - (d) the Company maintains arrangements to refer consumers to financial counselling agencies where appropriate.

#### Conditions

- 7. The exemptions in paragraphs 4 and 5 are subject to the following conditions:
  - (a) the Company must be a member of the Australian Financial Complaints Authority;
     and
  - (b) the Company must comply with the obligation in section 48 of the Credit Act to have adequate compensation arrangements as if it were a licensee; and
  - (c) the Company must comply with the responsible lending obligations in Division 4 of Part 3-1 of the Credit Act as if it were a licensee; and
  - (d) the Company must disclose to the consumer:
    - (i) during the Company's first contact with the consumer, and

(ii) in writing at the same time the offer of a repayment arrangement is given to the consumer,

the following information:

- (iii) that the Company is funded by the member ADIs; and
- (iv) that the Repayment Arrangement Service is operated by the Company as a trial only until 31 October 2019 (the trial period); and
- (v) that if the Repayment Arrangement Service is discontinued at the end of the trial period:
  - (A) the member ADIs and other credit providers to whom debts are owed by the consumer will continue to accept repayments in accordance with the repayment arrangement; and
  - (B) the consumer must make repayments in accordance with the repayment arrangement directly to each of the member ADIs and other credit providers to whom the repayment arrangement relates; and
  - (C) if the consumer is no longer able to make repayments in accordance with the repayment arrangement, the consumer will need to contact each of the member ADIs and other credit providers to whom the repayment arrangement relates; and
- (e) an explanation of the implications on the consumer's access to, or rights under, external dispute resolution if the Debt Repayment Service is discontinued at the end of the trial period;
- (f) the Company must:
  - only accept payments from consumers through direct debit or BPAY;
  - (ii) ensure that each consumer and agreement related to a repayment arrangement is identifiable by a unique customer reference number, and that this number is consistent with:
    - (A) the direct debit or BPAY reference number as relevant; and
    - (B) the reference number used by Company's internal customer relationship management system;

- (iii) maintain a trust account for the purposes of receiving and holding any monies paid to the Company by consumers for the purposes of making repayments under repayment arrangements;
- (iv) ensure that any monies paid to the Company by a consumer for the purposes of making payments under a repayment arrangement are immediately paid into the trust account;
- (v) ensure that:
  - (A) the trust account is balanced daily to reconcile all payments received against the unique customer reference numbers;
  - (B) processes are in place to escalate any unidentified payments for manual review and resolution; and
  - (C) any unidentified payments are held by the Company for no longer than two business days before being returned to the account from which those monies were paid; and
- (iv) ensure that the trust account is audited by an external auditor; and
- (vi) give a weekly report to each member ADI and other credit provider in relation to which payments have been made to the Company by a consumer for the purpose of payment under a repayment arrangement that contains details of:
  - (A) the amount paid;
  - (B) the unique customer reference number;
  - (C) the consumer name; and
  - (D) the date of payment

for each payment received by the Company during the preceding week in relation to the member ADI or other credit provider (as relevant).

#### Interpretation

8. In this instrument:

BPAY means BPAY Pty Limited ACN 079 137 518.

direct debit has the same meaning as in section 204 of the Credit Act.

*financial counselling agency* means a person covered by the exemption in subregulation 20(5) of the National Consumer Credit Protection Regulations 2010.

Related Payment Facility means a non-cash payment facility under which:

- (a) the Company receives monies from a consumer that has entered a repayment arrangement; and
- (b) the Company will make payments, or cause payments to be made, to each member ADI and other credit provider that has agreed to that repayment arrangement.

**Repayment Arrangement Service** means the service provided by the Company to a consumer that has unsecured debts under credit contracts with two or more ADIs (**member ADIs**) that are members of the Company, under which:

- (a) the Company accepts referrals from member ADIs for the purpose of assisting the consumer to secure an arrangement (*repayment arrangement*) for the discharge of the consumer's obligations under:
  - the credit contracts with the member ADIs; and
  - if the consumer has debts with other credit providers—the credit contracts with any other credit providers that agree to the terms of the repayment arrangement; and
- (b) the repayment arrangement must include one or more of the following concessions by the member ADIs:
  - (i) waiver of part of the debt;
  - (ii) postponement of payment obligations;
  - (iii) reduction of interest charges payable under the credit contracts;
  - (iv) extension of the term of the credit contracts.

Dated this 1st day of November 2018

gne-

Signed by Emily Newman

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 29 October 2018.

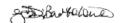
#### AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

#### IN THE MATTER OF CRAIG JAMES WILSON

#### SECTIONS 920A AND 920B OF THE CORPORATIONS ACT 2001

To: Craig James Wilson

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



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

Dated this 22<sup>nd</sup> day of October 2018. Gai Di Bartolomeo Delegate of the Australian Securities and Investments Commission

ASIC GAZETTE	Commonwealth of Australia Gazette
A47/18, Tuesday 6 November 2018	
Company/Scheme deregistrations	Page 38 of 40

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 second day of November 2018

Rosanne Bell DELEGATE OF THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company CREDIT CROWD MORTGAGE FUND	ARSN 163 188 565
CREDIT CROWD MORTGAGE FUND ONE	622 475 398
HARMONEY AUSTRALIA RETAIL TRUST	614 027 833
PM CAPITAL LONG TERM INVESTMENT FUND	092 434 225

ASIC GAZETTE	Commonwealth of Australia Gazette
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CORPORATIONS ACT 2001 Section 601CL(5)

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

Dated this second day of November 2018

Rosanne Bell DELEGATE OF THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Name of Company	ARBN	
ENICE HOLDING COMPANY LIMITED	605 525 326	
HARREN & PARTNER SCHIFFAHRTS GMBH & CO. KG MS "COMBI DOCK I"	155 943 632	

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Corporations Act 2001 Subsection 164(3)

Notice is hereby given that ASIC will alter the registration details of the following companies 1 month after the publication of this notice, unless an order by a court or Administrative Appeals Tribunal prevents it from doing so.

#### ANSETT ROAD TRANSPORT SERVICES LIMITED

ACN 620 857 294 will change to a proprietary company limited by shares. The new name will be ANSETT ROAD TRANSPORT SERVICES PTY LTD ACN 620 857 294.

**EAGLE IG LIMITED** ACN 617 884 858 will change to a proprietary company limited by shares. The new name will be ALLSPARK AUSTRALIA PTY LTD ACN 617 884 858.

#### **HEALTHCARE INVESTMENT HOLDINGS LIMITED**

ACN 158 375 645 will change to a proprietary company limited by shares. The new name will be HEALTHCARE INVESTMENT HOLDINGS PTY LTD ACN 158 375 645.

MORETON PASTORAL LTD ACN 077 983 370 will change to a proprietary company limited by shares. The new name will be MORETON PASTORAL PTY LTD ACN 077 983 370.

#### **RESMED CAPITAL HOLDINGS LTD.**

ACN 612 528 917 will change to a proprietary company limited by shares. The new name will be RESMED CAPITAL HOLDINGS PTY LTD ACN 612 528 917.

#### **RESMED INVESTMENT HOLDINGS LTD.**

ACN 612 529 067 will change to a proprietary company limited by shares. The new name will be RESMED INVESTMENT HOLDINGS PTY LTD ACN 612 529 067.

#### STARWORKS ENTERPRISES PTY LTD

ACN 620 758 358 will change to a public company limited by shares. The new name will be M8 SUSTAINABLE LIMITED ACN 620 758 358.

#### MID WEST MINERALS EXPLORATION LTD

ACN 602 793 608 will change to a proprietary company limited by shares. The new name will be MID WEST MINERALS EXPLORATION PTY LTD ACN 602 793 608.

**PLANNER HOLDINGS LIMITED** ACN 604 644 153 will change to a proprietary company limited by shares. The new name will be PLANNER HOLDINGS PTY LIMITED ACN 604 644 153.

**RESMED HOLDINGS LIMITED** ACN 003 765 133 will change to a proprietary company limited by shares. The new name will be RESMED HOLDINGS PTY LTD ACN 003 765 133.

**RESMED LIMITED** ACN 003 765 142 will change to a proprietary company limited by shares. The new name will be RESMED PTY LTD ACN 003 765 142.

#### TERRITORY RESOURCES LIMITED

ACN 100 552 118 will change to a proprietary company limited by shares. The new name will be TERRITORY RESOURCES PTY LTD ACN 100 552 118.