



ASIC
Australian Securities &
Investments Commission

Commonwealth of Australia Gazette

No. A09/23, Tuesday 28 February 2023

Published by ASIC

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.

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

Available from www.asic.gov.au
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23-0045

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

Superannuation Industry (Supervision) Act 1993
Subsection 130F(2)

DISQUALIFICATION ORDER

To: Mr Leo Sheppet

Approved SMSF auditor registration number SAN 100255623

Under s130F(2) of the *Superannuation Industry (Supervision) Act 1993* the Australian Securities and Investments Commission disqualifies Leo Sheppet from being an approved SMSF auditor with effect from 31 January 2023.

Dated this 24 January 2023



Signed:

Scott Rea

Delegate of the Australian Securities and Investments Commission

23-0094

**Australian Securities and Investments Commission
Corporations Act 2001 — s926A(2)(a) — Exemption****Enabling legislation**

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under s926A(2)(a) of the *Corporations Act 2001* (the **Act**).

Title

2. This instrument is ASIC Instrument 23-0094.

Commencement

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

Cessation

4. The exemption in paragraph 5 ceases to have effect on the earlier of:
 - (a) sub-paragraph 1(1) of Sch 2 of the *ASIC Corporations (Repeal and Transitional) Instrument 2016/396* ceasing to have effect in relation to the relief that was provided under ASIC Class Order [CO 03/1100] *US SEC regulated financial service providers*; or
 - (b) Balbec Capital Management, LP, a limited partnership formed under the laws of the state of Delaware and registered with the US Securities and Exchange Commission under number 801-108741 (the *body*), not complying with any written notice given by ASIC directing the body to give to ASIC, within the time specified in the notice, a written statement containing specified information about the financial service business operated by the body in this jurisdiction.

Exemption

5. ASIC exempts the body from the requirement to hold an Australian financial services (*AFS*) licence in the case referred to in Schedule A.

23-0094

Schedule A

1. Where all of the following apply:
 - (a) the body is:
 - (i) a registered broker dealer that is a member of the Securities Investor Protection Corporation established under the *Securities Investor Protection Act 1970* (US) and that is a member of FINRA and FINRA is the body's examining authority; or
 - (ii) a registered broker dealer that is an OTC derivatives dealer within the meaning of Rule 3b-12 promulgated under the Exchange Act who is affiliated within the meaning of that Rule with a registered broker dealer who is a member of FINRA; or
 - (iii) a registered investment adviser;
 - (b) the body is either:
 - (i) a body corporate incorporated in the US or a State of the US; or
 - (ii) a partnership formed in the US or a State of the US;
 - (c) the body:
 - (i) is registered under Div 2 of Pt 5B.2 of the Act; or
 - (ii) has an agent at the time the body first purports to rely on this instrument and, from that time, has not failed to have an agent for any consecutive period of 10 business days;
 - (d) the body's primary business is the provision of financial services;
 - (e) neither the body nor its agent has been notified by ASIC that the body is excluded from relying on this instrument;
 - (f) if the body becomes aware or should reasonably have become aware of matters that give it reason to believe that it has failed, other than in an immaterial respect, to comply with a requirement set out in Schedule B;
 - (i) 15 business days have not passed since the body became so aware or should reasonably have become so aware without the body providing full particulars of the failure to ASIC (to the extent that the body knows those particulars or would have known them if it had undertaken reasonable enquiries); and
 - (ii) 30 business days have not passed from ASIC receiving those particulars from the body without ASIC notifying the body that it may continue to rely on this instrument; and

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- (g) the body has not notified ASIC that it will not rely on this instrument.
2. Where the body provides any of the following financial services (the *financial services*) in this jurisdiction to wholesale clients (and the body is authorised under US regulatory requirements to provide the financial service in the US):
- (a) providing financial product advice;
 - (b) dealing in a financial product;
- in respect of any of the following financial products (that the body is authorised under US regulatory requirements to provide the financial services on in the US):
- (c) derivatives;
 - (d) foreign exchange contracts;
 - (e) securities;
 - (f) debentures, stocks or bonds issued by a government;
 - (g) managed investment products;
 - (h) interests in a managed investment scheme that is not required to be registered under Ch 5C of the Act.
3. Where the body has provided ASIC with all of the following:
- (a) evidence and submissions that paragraph 1(a) of Schedule A is satisfied;
 - (b) a notice that it will provide financial services in this jurisdiction in reliance on this instrument;
 - (c) a deed of the body for the benefit of and enforceable by ASIC and the other persons referred to in s659B(1) of the Act that applies notwithstanding that the body may have ceased to rely, or never have relied, on this instrument, which provides that:
 - (i) the deed is irrevocable except with the prior written consent of ASIC; and
 - (ii) the body submits to the non-exclusive jurisdiction of the Australian courts in legal proceedings conducted by ASIC (including under s50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in s659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise; and
 - (iii) the body covenants to comply with any order of an Australian court in respect of any matter relating to the provision of the financial services; and

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- (iv) if the body is not registered under Div 2 of Pt 5B.2 of the Act, service of process on the body in relation to legal proceedings conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in s659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise can be effected by service on the agent; and
 - (v) the body covenants that, on written request of either the SEC or ASIC, it will give or vary written consent and take all other practicable steps to enable and assist the SEC to disclose to ASIC and ASIC to disclose to the SEC any information or document that the SEC or ASIC has that relates to the body;
- (d) written consents to the disclosure by the SEC to ASIC and ASIC to the SEC of any information or document that the SEC or ASIC has that relates to the body (being consents in such form (if any) as ASIC specifies in writing).

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Schedule B

1. The body must provide each of the financial services in this jurisdiction in a manner which would comply, so far as is possible, with the US regulatory requirements if the financial service were provided in the US in like circumstances.
2. The body must:
 - (a) notify ASIC, as soon as practicable and in any event within 15 business days after the body became aware or should reasonably have become aware, and in such form if any as ASIC may from time to time specify in writing, of the details of:
 - (i) each significant change to, including the termination of, the registration as a registered broker dealer or a registered investment adviser applying to the body relevant to the financial services the body provides or intends to provide in this jurisdiction; and
 - (ii) each significant particular exemption or other relief which the body obtains from the US regulatory requirements relevant to the financial services the body provides or intends to provide in this jurisdiction; and
 - (iii) each action or investigation of the following kinds taken by the SEC or other overseas regulatory authority against the body in a foreign jurisdiction in relation to financial services provided in the foreign jurisdiction:
 - (A) significant enforcement action;
 - (B) significant disciplinary action;
 - (C) significant investigation (unless, after having taken reasonable steps to enable notification to be given to ASIC, the body is prohibited by law from giving such notification but only to the extent of the prohibition); and
 - (b) provide written disclosure to all persons to whom the financial services are provided in this jurisdiction (before the financial services are provided) containing prominent statements to the following effect:
 - (i) the body is exempt from the requirement to hold an AFS licence under the Act in respect of the financial services; and
 - (ii) the body is regulated by the SEC under US laws, which differ from Australian laws.

23-0094

Interpretation

In this instrument:

Act means the *Corporations Act 2001*;

address, in relation to a company, means the address of the registered office of the company;

agent means a natural person resident in this jurisdiction or a company, whose name and address were last notified to ASIC by the body for the purposes of this instrument, and who is authorised to accept on the body's behalf, service of process from ASIC and, in relation to proceedings relating to a financial services law, from any person referred to in s659B(1) of the Act;

ASIC Act means the *Australian Securities and Investments Commission Act 2001*;

dealing has the meaning given by s766C of the Act;

derivative has the meaning given by s761D of the Act;

examining authority, in relation to the body, means a self-regulatory organisation to which the body belongs which has not been relieved of the responsibility relating to the body under s17(d)(1)(A) of the Exchange Act in any respect;

Exchange Act means the *Securities and Exchange Act 1934* (US);

financial product has the meaning given by s764A of the Act

financial product advice has the meaning given by s766B of the Act;

financial services law has the meaning given by s761A of the Act;

FINRA means the Financial Industry Regulation Authority of the US;

foreign exchange contract has the meaning given by s761A of the Act;

managed investment product has the meaning given by s761A of the Act;

notice and *notified* mean, respectively, written notice and notified in writing;

overseas regulatory authority means a foreign regulatory authority (other than the SEC) which regulates financial services and which is established by or for the purposes of a foreign government or legislative body;

registered broker dealer means a broker dealer registered under s15(b) of the Exchange Act;

registered investment adviser means a body corporate or a partnership formed in the US or a State of the US registered under s203(c) of the *Investment Advisers Act 1940* (US);

SEC means the Securities and Exchange Commission of the US;

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securities has the meaning given by s761A of the Act;

US means the United States of America;

US regulatory requirements means the rules that apply in relation to the financial services including:

- (a) any applicable legislation, instruments made under that legislation and any relevant policies or other documents (however described) issued by the SEC; and
- (b) if the body is covered by subparagraph (a)(i) of Schedule A but not subparagraphs (a)(ii) or (iii) of that Schedule—any applicable rules, policies or other documents (however described) of FINRA; and

wholesale client has the meaning given in s761G of the Act.

Dated this 22nd day of February 2023



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

23-0109

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Dennis Foster Insurance Brokers Pty. Limited
ACN 061 623 354 ("the Licensee")
5D/4 Buckhurst Avenue
Point Piper NSW 2027

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 234636 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 21 February 2023

Signed



Jedo Charles
A delegate of the Australian Securities and Investments Commission

23-0123

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 1020F – Declaration**

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 23-0123.

Commencement

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

Declaration

4. Part 7.9 of the Act applies to the Stara Venu CCIV ACN 663 880 500 (*the CCIV*) as if subsection 1017E(2) as notionally inserted by sub regulation 7.9.08(4) of the *Corporations Regulations 2001* were modified as follows:
 - (a) at the beginning of paragraph 1017E(2)(b), insert "subject to paragraph (ba),"; and
 - (b) after paragraph 1017E(2)(b), insert:

"(ba) any money may be paid into the account, provided that:

 - (i) money paid to acquire the financial product together with any securities or financial products that must, under the terms on which the financial product is to be traded, be transferred with the financial product; and
 - (ii) any other money to which this section applies; and
 - (iii) interest on the amount from time to time standing to the credit of the account,

is identified and held in accordance with all other provisions of this section; and".

23-0123**Where this instrument applies**

5. This instrument applies where:
- (a) each share referable to the Stara Venu Property SF ARFN 663 895 207 and each share referable to the Stara Venu Business SF ARFN 663 895 190 may only be transferred together; and
 - (b) the only sub-funds of the CCIV are the Stara Venu Property SF ARFN 663 895 207 and the Stara Venu Business SF ARFN 663 895 190.

Dated this 21st day of February 2023



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

23-0125

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

Notice of Cancellation of an Australian Financial Services Licence

TO: MKP Corporate Pty Limited
ACN 615 318 039 ("the Licensee")
Suite 24, 401 Pacific Highway
Artarmon NSW 2064

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 511595 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 22 February 2023

Signed 

Jedo Charles
A delegate of the Australian Securities and Investments Commission

23-0127

**Australian Securities and Investments Commission
Corporations Act 2001 – Section 1020F - Declaration****Enabling legislation**

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

Title

2. This instrument is ASIC Instrument 23-0127.

Commencement

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

Declaration

4. Part 7.9 of the Act applies to Centuria, the Issuer and holders of interests in the Trust as if the following provisions of section 1012DA (as notionally inserted under *ASIC Corporations (Sale Offers: Securities issued on Conversion of Convertible Notes) Instrument 2016/82* were modified or varied as follows:

- (a) omit paragraph (12C)(a), substitute “(12C)(a) the relevant product was issued by reason of the convertible notes; and”;
- (b) omit paragraph (12C)(e), substitute “(12C)(e) the body that issued the convertible notes and the issuer of the relevant product gave the relevant market operator for the issuer a notice that complied with subsection (12D) on the same day as, or within 2 business days before, the first day on which the convertible notes were issued.”;
- (c) omit subparagraph (12D)(a)(i), substitute “(12D)(a)(i) the effect of the offer of the convertible notes on the body that issued the convertible notes and the issuer of the relevant product; and”;
- (d) omit subsections (12E) and (12F), substitute:

“(12E) If the body that issued the convertible notes and the issuer of the relevant product give a notice under paragraph (12C)(e), each financial report or directors’ report of the issuer of the relevant product (or if the issuer of the relevant product is the responsible entity of a registered scheme, the registered scheme) required under section 298 in relation to a financial year of the issuer (or scheme) during which those convertible notes were on issue must contain the following information:

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- (a) the number of convertible notes in that class that have not converted as at the end of the financial year;
- (b) the number of financial products in the class of relevant products into which the convertible notes will convert;
- (c) the price (if any) to be paid on conversion;
- (d) the circumstances in which conversion may occur;
- (e) any remaining liability to make payments under convertible notes in that class as at the end of the financial year;
- (f) the average conversion price (if any) paid for any convertible notes in that class that were converted during the financial year and the number of financial products in the class of relevant products into which they converted; and
- (g) any other matters relating to the convertible notes that holders of ED securities of the issuer of the relevant product would reasonably require to make an informed assessment of the financial position of the issuer (or if the issuer is the responsible entity of a registered scheme, the registered scheme) and its prospects for future financial years.

(12F) The financial report and directors' report may omit material that would otherwise be required to be included under paragraph (12E)(g) if it is likely to result in unreasonable prejudice to:

- (a) the issuer of the relevant product (or, if the issuer is the responsible entity of a registered scheme, the registered scheme); or
- (b) if consolidated financial statements are required – the consolidated entity or any entity (including the issuer of the relevant product or, if the issuer is the responsible entity of a registered scheme, the registered scheme) that is part of the consolidated entity.

If material is omitted, the report must say so.”.

5. This instrument applies to an offer for sale of interests in the Trust by the holder of the interests where:
- (a) the interests in the Trust were issued by Centuria by reason of the conversion of the Convertible Notes and the offer for sale is made by the holder within 12 months of the issue of the interests in the Trust;
 - (a) the offers of Convertible Notes did not require disclosure to investors under Part 6D.2 of the Act;
 - (b) the terms of the Convertible Notes are substantially the same as those provided to ASIC on 20 February 2023; and

- 23-0127
- (c) except for this Instrument, no declaration or exemption from the disclosing entity provisions for the purposes of Division 4 of Part 1.2A or exemption order under Part 2M.6 covered Centuria or the Issuer.

Interpretation

7. In this Instrument:

ASX means ASX Limited ACN 008 624 691.

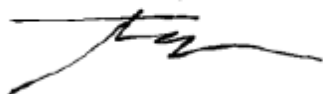
Centuria means Centuria Property Funds No. 2 Limited ACN 133 363 185 as responsible entity of the Trust.

Convertible Notes means the "Exchangeable Notes" to be issued by the Issuer on 2 March 2023 and which, under the terms of issue, may be converted into interests in the Trust during the exchange period of 12 April 2023 until 10 calendar days prior to the maturity date of 2 March 2028.

Issuer means CIP Funding Pty Limited ACN 654 243 928.

Trust means the Centuria Industrial REIT ARSN 099 680 252 which is admitted to the official list of the ASX.

Dated this 23 February 2023



Signed by Andrew Kyu Sun Choi
as a delegate of the Australian Securities and Investments Commission

23-0129

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 16th February 2023.

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION**IN THE MATTER OF CHRISTINE BETTY CHILDS****Banning order under sections 920A and 920B****of the *Corporations Act 2001***

To: Mrs Christine Betty Childs

Take notice that under sections 920A and 920B of the *Corporations Act 2001* the Australian Securities and Investments Commission prohibits Christine Betty Childs for a period of eight (8) years from:

- (a) providing any financial services; and
- (b) controlling, whether alone or in concert with one or more other entities, an entity that carries on a financial services business; and
- (c) performing any function involved in the carrying on of a financial services business (including as an officer, manager, employee, contractor or in some other capacity).

Dated this 10th day of February 2023.

Signed:



Myra Poon
Delegate of the Australian Securities and Investments Commission

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

23-0130

**Australian Securities and Investments Commission
Corporations Act 2001 - Subsection 257D(4) - Exemption**

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 23-0130

Commencement

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

Exemption

4. Rio Tinto Limited ACN 004 458 404 (*RTL*) does not have to comply with subsection 257D(1) of the Act.

Where this instrument applies

5. This instrument applies to one or more off-market buy-back tender offers conducted substantially on the terms described in the draft notice of meeting provided to ASIC on 14 February 2023 (the *RTL Buy-Backs*).

Conditions

6. Before any agreement under the RTL Buy-Backs is entered into, the proposal to undertake the RTL Buy-Backs is approved by a special resolution passed at the 2023 annual general meeting of RTL.
7. The RTL Buy-Backs complete on or before the later of 2 May 2024 or the date of the 2024 annual general meeting of RTL.

Dated this 21st day of February 2023

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

23-0135

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 23-0135.

Commencement

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

Exemption

4. Challenger Limited ACN 106 842 371 (*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 statements made by the Company to Securityholders, communicating:
 - (a) the fact that the Company is proposing to undertake the Offer;
 - (b) the brokers the Company has appointed (or expects to appoint) to assist the Company to manage the Offer;
 - (c) eligibility to participate in the Offer and other information relevant to participation in the Offer;
 - (d) information concerning factors that are likely to impact the Offer proceeding;
 - (e) information concerning impending announcements about the Offer;
 - (f) information about the structure of the Offer and offer periods under the Offer; and
 - (g) information about the timetable for the Offer, including any proposed updates to the timetable for the Offer.

23-0135

Conditions

6. This instrument does not apply if, in communicating any of the information set out in paragraph 5, the Company communicates any advantages, benefits or merits of the Offer.

Cessation

7. This instrument ceases to apply on the earlier of:
- (a) the date on which the Prospectus is lodged with ASIC; and
 - (b) 30 April 2023.

Interpretation

8. In this instrument:

Notes means perpetual, convertible, subordinated debt obligations in the form of unsecured notes issued by the Company,

Offer means the proposed public offer of Notes under the Prospectus in or around February 2023;

Prospectus means the disclosure document proposed to be lodged by the Company with ASIC in respect of the Offer; and

Securityholders means the shareholders of the Company and registered holders of convertible notes issued by the Company.

Dated this 21st day of February 2023



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



ASIC
Australian Securities &
Investments Commission

23-0136

Australian Securities
and Investments Commission

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www.asic.gov.au

The Directors
Certane CT Pty Ltd
60 Castlereagh Street
Sydney NSW 2000

By email only: yvonne.kekahaer@certane.com

22 February 2023

Dear Directors

Certane CT Pty Ltd (ACN 106 424 088) – Application to become an approved body corporate

We refer to the application (**General Approval Application**) made by Certane CT Pty Ltd (ACN 106 424 088) (**Certane**) under 283GB(1)(a) of the Corporations Act 2001 (**Act**) on 21 December 2022 seeking ASIC's approval to act as debenture trustee in any circumstances and subject to any conditions imposed by ASIC.

A copy of a deed poll executed by Certane in favour of ASIC dated 20 February 2023 is attached to this letter.

ASIC's power to approve bodies corporate to be debenture trustees

Under paragraph 283AC(1)(f) of the Act, a body corporate approved by ASIC under section 283GB of the Act can act as a debenture trustee.

Under subsection 283GB(1) of the Act, ASIC may approve a body corporate in writing to act as debenture trustee (which may be given subject to any conditions):

- (a) in any circumstances;
- (b) in relation to a particular borrower or particular class of borrower; or
- (c) in relation to a particular trust deed.

23-0136**Approval of Certane to act as trustee**

ASIC has reviewed the General Approval Application.

Under paragraph 283GB(1)(a) of the Act, ASIC approves Certane to be a debenture trustee in any circumstances for the purposes of paragraph 283AC(1)(f) of the Act.

ASIC revokes the following approvals previously given by ASIC to Certane under paragraphs 283GB(1)(b) and 283GB(1)(c) of the Act:

- ASIC Instrument 17-0932 dated 21 December 2017;
- ASIC Instrument 21-0123 dated 16 February 2021; and
- ASIC Instrument 21-0739 dated 20 August 2021.

If you wish to discuss this matter further, please contact me at daniel.slupek@asic.gov.au.

Yours sincerely,



Daniel Slupek
as a delegate of the Australian Securities and Investments Commission

Attachment: Deed Poll in favour of ASIC

23-0136



Deed poll: Condition to ASIC approval to act as trustee

23-0136

Deed Poll

This Deed Poll is made on 20 February 2023 by:

Certane CT Pty Ltd ACN 106 424 088 of 60 Castlereagh Street, Sydney NSW 2000
(Trustee)

In favour of:

Australian Securities and Investments Commission of Level 7, 120 Collins Street,
Melbourne, Victoria, 3000, Australia (ASIC)

Recitals:

- A. The Trustee is applying to ASIC for approval under paragraph 283GB(1)(a) of the Act for the Trustee to be a trustee for the purposes of paragraph 283AC(1)(f) of the Act.
- B. The Trustee has executed this deed poll for the benefit of, and enforceable by, ASIC for the purposes of that application.
- C. The provisions of this deed poll apply to the Trustee and its actions or omissions as trustee in respect of each Trust.

23-0136

1 Definitions and interpretation

1.1 Definitions

The terms of this deed poll are defined in **Schedule 1**.

1.2 Interpretation

The interpretation rules for this deed poll are set out in **Schedule 2**.

2 PII requirement

2.1 Minimum PII requirement

The Trustee must hold, and continue to hold, PII cover for an amount that is at least equal to the lesser of:

- a. \$5 million; or
- b. the aggregate value of the debentures on issue in relation to each Trust for which the Trustee acts as trustee from time to time.

2.2 Additional PII

At least every 12 months, the Trustee must assess whether PII cover, additional to that required under clause 2.1, is appropriate given the nature and scale of its business.

If the Trustee determines that additional PII cover is appropriate, the Trustee must hold within a period of two months, and continue to hold such additional PII cover for a period of 12 months or until such time (if any) that it assesses that such additional PII cover is no longer appropriate.

2.3 Scope of PII cover

The Trustee's PII cover must permit the Trustee to claim as trustee of each Trust.

3 Net tangible assets requirement

On and from 20 February 2023, the Trustee must have, and continue to have, at least \$5 million of Net Tangible Assets.

4 Independence requirement

4.1 Avoiding conflicts of interest for appointments

The Trustee must not accept an appointment as trustee of any Trust where:

- a) the Trustee, or an officer, is an Associate of a Borrower;
- b) the Trustee, or an Associate of the Trustee, beneficially holds shares in the Borrower or an Associate of a Borrower;
- c) a Borrower, or Associate of a Borrower, beneficially holds shares in the Trustee or an Associate of the Trustee;
- d) the Trustee, or an officer, beneficially owes money to, or is beneficially owed money by, a Borrower or an Associate of a Borrower (except monies owed under a banking facility

23-0136

extended in the normal course of business or monies owed to the Trustee for trustee services provided under a Trust); or

- e) there is any commercial, or other relationship, between the Trustee or an officer and a Borrower or an Associate of a Borrower, that is likely to create a conflict between the interests of the Trustee or an officer and the duties of the Trustee and its officers.

4.2 Reasonable enquiries about conflicts of interest

At least every 12 months, the Trustee must make reasonable enquiries to ascertain whether:

- a) the Trustee, or an officer, is an Associate of a Borrower;
- b) the Trustee, or an Associate of the Trustee, beneficially holds shares in a Borrower or an Associate of a Borrower;
- c) a Borrower, or Associate of a Borrower, beneficially holds shares in the Trustee or an Associate of the Trustee;
- d) the Trustee, or an officer, beneficially owes money to, or is beneficially owed money by, a Borrower or an Associate of a Borrower (except monies owed under a banking facility extended in the normal course of business or monies owed to the Trustee for trustee services provided under a Trust); or
- e) there is any commercial, or other relationship, between the Trustee or an officer and a Borrower or an Associate of a Borrower, that creates or is likely to create a conflict between the interests of the Trustee or an officer and the duties of the Trustee and its officers.

5 Notification requirements

5.1 Notification requirement

The Trustee must notify ASIC in writing promptly, and in any event within a period of thirty days, if it knows or, has reason to suspect, that:

- c. the Trustee has not complied with any of the requirements in clauses 2 to 4;
- d. any of the relationships set out in clauses 4.2(a)-(e) are present;
- e. any claims are made against the Trustee's PII cover;
- f. a complaint is received by the Trustee about a Borrower or about the Trustee in its capacity as trustee of any Trust, where the complaint involves:
- i. an allegation of a breach of a civil penalty or strict liability provision of the Act or a provision of the criminal law; or
 - ii. an allegation of a breach resulting, or likely to result in, material loss or damage to debenture holders;
- g. the Trustee is appointed as trustee of a Trust; or
- h. the Trustee ceases to be trustee of a Trust.

5.2 Method of notification

All notifications under this deed poll must be sent electronically to the email address applications@asic.gov.au, unless an alternative email or delivery method address is specified by ASIC.

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6 Governing law and jurisdiction

6.1 Governing law

This deed poll is governed by the law in force in Victoria.

6.2 Jurisdiction

The Trustee submits to the non-exclusive jurisdiction of the courts of Victoria.

7 Governing law and jurisdiction

This Deed Poll is only for the benefit of, and may only be enforced by, ASIC.

8 Amendment and termination

8.1 Amendment of deed poll

The Trustee may modify, vary or amend this deed poll only with the prior written approval of ASIC. To modify, amend or vary this deed poll, the Trustee must execute a supplemental deed poll in favour of ASIC.

8.2 Termination of deed poll

The Trustee may terminate this deed poll only with the prior written consent of ASIC.

9 Former deed polls and survival of rights

9.1 Termination of formal deed polls

All deed polls (**Individual Deed Polls**) previously executed by Trustee in favour of ASIC as a condition of approvals previously given by ASIC under paragraph 283GB(1)(c) of the Act are terminated with effect from the date ASIC provides its approval under paragraph 283GB(1)(a) of the Act for the Trustee to be a trustee for the purposes of paragraph 283AC(1)(f) of the Act.

9.2 Survival of rights

All ASIC's rights under the Individual Deed Polls that arose prior to their termination continue to have full force and effect after their termination.

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Schedule 1: Definitions

In this deed poll, terms mean, unless the contrary intention appears:

Term	Meaning
Act	<i>Corporations Act 2001</i> (Cth).
Adjusted Assets	<p>The value of total assets at the time of calculation, as they would appear on a non-consolidated balance sheet prepared in accordance with accounting standards:</p> <p>(a) minus the value of Excluded Assets that would be included in the calculation;</p> <p>(b) minus the value of any receivable that would be included in the calculation, up to the amount that the Trustee has excluded from Adjusted Liabilities on the basis that there is an enforceable right of set-off with that receivable;</p> <p>(c) minus the value of any assets that would be included in the calculation that are encumbered as a security against liability to a person that provides a security bond to ASIC, up to the amount of the bond;</p> <p>(d) minus the value of any assets that would be included in the calculation that may be required to be applied to satisfy a liability under a credit facility that is made without recourse to the Trustee up to the amount of that liability excluded from Adjusted Liabilities;</p> <p>(e) plus:</p> <p><u>(i)</u> the amount of any Eligible Undertaking that is not an asset; or</p> <p><u>(ii)</u> if the Eligible Undertaking is for an unlimited amount:</p> <p>a. if the Eligible Undertaking is given by a person who is an Eligible Provider only because of paragraph (b) of the definition of Eligible Provider in this deed poll, one-quarter of the Eligible Provider's net assets (excluding Intangible Assets), being the lesser of the amount as shown in the most recent audited financial statements of the Eligible Provider lodged with ASIC (or Australian Business Registry Services) or</p>

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	<p>that the Trustee has reason to believe the Eligible Provider has;</p> <p>b. otherwise, an unlimited amount.</p>
Adjusted Liabilities	<p>The amount of total liabilities as they would appear on a non-consolidated balance sheet at the time of calculation made up in accordance with accounting standards;</p> <p>(a) minus the amount of any liability under any subordinated debt approved by ASIC in writing;</p> <p>(b) minus the amount of any liability that is the subject of an enforceable right of set-off, if the corresponding receivable is excluded from adjusted assets;</p> <p>(c) minus the amount of any liability under a credit facility that is made without recourse to the Trustee;</p> <p>(d) unless the other person's liability is owed jointly by the Trustee and that other person, plus the value of any assets that are encumbered as a security against another person's liability where the Trustee is not otherwise liable, but only up to the lower of:</p> <p style="padding-left: 2em;">(i) the amount of that other person's liability; or</p> <p style="padding-left: 2em;">(ii) the value of the assets encumbered after deducting any adjustments.</p>
Associate	An associate as defined in sections 9 and 10, paragraphs 12(2)(a) to (c), paragraphs 13(a) to (e) and sections 15 to 17 of the Act.
Borrower	A borrower as defined in section 9 of the Act in relation to debentures for which the Trustee acts as trustee for the purposes of Ch 2L of the Act
Eligible Provider	<p>Either:</p> <p>(a) an Australian ADI;</p> <p>(b) another entity (other than a registered scheme or CCIV of which the Trustee or the Trustee's associate is the responsible entity or corporate director):</p> <p style="padding-left: 2em;">(i) whose ordinary shares are listed on a licensed market or an ASIC-approved foreign exchange under ASIC Regulatory Guide 72: <i>Foreign Securities Disclosure Relief</i>; and</p>

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	<p>(ii) that has net assets (excluding Intangible Assets) of more than \$50 million, as shown in the most recent audited financial statements of the provider lodged with ASIC, provided that the Trustee has no reason to believe the other entity no longer has net assets of at least that amount;</p> <p>(c) an Australian government or OECD country government, or an agency or instrumentality of an Australian or OECD country government;</p> <p>(d) a foreign deposit-taking institution that is regulated by a regulator approved in writing by ASIC for this purpose;</p> <p>(e) a foreign deposit-taking institution ASIC has approved in writing for this purpose;</p> <p>(f) a CS facility licensee; or</p> <p>(g) in exceptional circumstances, an entity of undoubted financial substance that ASIC has approved in writing, where if the provider is not otherwise required to lodge financial statements with ASIC or Australian Business Registry Services, the Trustee must ensure that its financial statements are lodged with its balance sheet under s989B(2) of the Act.</p>
<p>Eligible Undertaking</p>	<p>The amount of a financial commitment payable on written demand by the Trustee, provided by an Eligible Provider in the form of an undertaking to pay the amount of the financial commitment to the Trustee, and that:</p> <p>(a) is an enforceable and unqualified obligation; and</p> <p>(b) remains operative (even if, for example, the Trustee ceases to hold approval under a Deed Poll) until ASIC consents in writing to the cancellation of the undertaking; and</p> <p>does not include:</p> <p>(c) any amount committed that would be repayable as a liability by the Trustee if money were paid, including a credit facility.</p>
<p>Excluded Assets</p>	<p>Either:</p> <p>(a) Intangible Assets, other than any lease right of use assets;</p>

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	<p>(b) receivables from, or assets invested in, any person who:</p> <ul style="list-style-type: none"> (i) is an Associate of the Trustee; (ii) was an Associate of the Trustee at the time the liability was incurred or the investment was made; or (iii) became liable to the Trustee in connection with the acquisition of interests in a managed investment scheme the Trustee operates, <p>where any part is, in substance, invested directly or indirectly in the Trustee;</p> <p>(c) assets over which the Trustee or an Associate may exercise any form of power or control and that are:</p> <ul style="list-style-type: none"> (i) held as a beneficial interest or interest in a managed investment scheme; (ii) invested in a superannuation product; or (iii) shares the Trustee holds in a CCIV, <p>where any part is, in substance, invested directly or indirectly in the Trustee; and</p> <p>(d) receivables from a trustee of a trust (including where the Trustee is the trustee of the trust) in respect of which the Trustee or an Associate may exercise any form of power or control where any part is, in substance, invested directly or indirectly in the Trustee,</p> <p>except that a receivable is not an Excluded Asset under paragraph (b) or (c) of the definition of Excluded Asset in this deed poll to the extent that:</p> <p>(e) it is adequately secured; or</p> <p>(f) the following apply:</p> <ul style="list-style-type: none"> (i) it is receivable as a result of a transaction entered into by the Trustee in the ordinary course of its business on its standard commercial terms applicable to persons that are not associated with the Trustee on an arm's length basis;
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	<p>(ii) no part of the consideration for the transaction is, in substance, directly or indirectly invested in the Trustee; and</p> <p>(iii) the value of the receivable (before any discount is applied) is not more than 20% of the assets less liabilities of the Trustee; or</p> <p>(g) the following apply:</p> <p>(i) it is receivable from an insurance company that is a body regulated by APRA and results from a transaction entered into by the Trustee in the ordinary course of its business on its standard commercial terms applicable to persons that are not associated with the Trustee on an arm's length basis;</p> <p>(ii) the Trustee has no reason to believe that any amount invested in the Trustee would not have been invested if the transaction that caused the receivable had not taken place or was not at the time of the investment expected to take place;</p> <p>(iii) the Trustee has no reason to believe that the recoverability of the receivable will materially depend on the value of an investment by any person in the Trustee; and</p> <p>(iv) the total value of the receivables under paragraph (c) of the definition of Excluded Assets in this deed poll before any discount is applied is not more than 60% of the Adjusted Liabilities of the Trustee disregarding paragraph (c) of the definition of Excluded Assets in this deed poll; or</p> <p>(v) ASIC has consented in writing to the Trustee treating the receivable as not being an Excluded Asset</p>
Intangible Assets	Non-monetary assets without physical substance
Net Tangible Assets	The Trustee's Adjusted Assets minus Adjusted Liabilities
PII	Professional indemnity insurance
Trust	A trust in relation to debentures for which the Trustee acts as trustee for the purposes of Chapter 2L of the Act

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Schedule 2: Interpretation

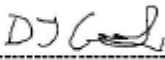
In this deed poll:

- a. a reference to a clause or schedule is a reference to a clause or schedule of this deed poll;
 - b. a reference to a definition under the Act is a reference to a term defined under a section, subsection, paragraph or subparagraph of the Act together with any other sections, subsections, paragraphs or subparagraphs of the Act which give the term meaning;
 - c. a term that is not otherwise defined in this deed poll, but is defined in the Act has the same meaning as in the Act unless the contrary intention appears;
 - d. a reference to the singular includes the plural and vice versa; and
 - e. a reference to '\$' is to the lawful currency of Australia.
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Schedule 3: Execution

SIGNED, SEALED AND DELIVERED by Certane CT Pty Ltd ACN 106 424 088 under s127 of the Act:



Signature of Director

Darran Goodger

Name of Director



Signature of Director

Stuart Howard

Name of Director

CORPORATIONS ACT 2001
Subsection 601CC(4)

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

Dated this twenty-fourth day of February 2023

Name of Company

THE AUSTRALIAN LUNG FOUNDATION INCORPORATED

ABN

051 131 901

CORPORATIONS ACT 2001
Section 601CL(4)

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

Dated this twenty-fourth day of February 2023

Name of Company

MAX PATTE AUS LIMITED
WITTY LEAD HOLDING VI LIMITED

ARBN

655 736 682
641 940 329

CORPORATIONS ACT 2001
Section 601CL(5)

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

Dated this twenty-fourth day of February 2023

Name of Company
BIZFLOW CORP

ARBN
643 239 954

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.

CARINA BIOTECH PTY LTD ACN 613 276 074 will change to a public company limited by shares. The new name will be CARINA BIOTECH LIMITED ACN 613 276 074.

ECO MINERALS RESEARCH LTD ACN 620 037 121 will change to a proprietary company limited by shares. The new name will be ECO MINERALS RESEARCH PTY LTD ACN 620 037 121.

DEEPC STORE LIMITED ACN 653 059 164 will change to a proprietary company limited by shares. The new name will be DEEPC STORE PTY LTD ACN 653 059 164.

EURUS CAPITAL LIMITED ACN 628 149 020 will change to a proprietary company limited by shares. The new name will be EURUS CAPITAL PTY LTD ACN 628 149 020.