



ASIC
Australian Securities &
Investments Commission

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RIGHTS OF REVIEW

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

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22-0116

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

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

DISQUALIFICATION ORDER

To: John Pascoe

Approved SMSF auditor registration number 100178363

Under s130F(2) of the *Superannuation Industry (Supervision) Act 1993* the Australian Securities and Investments Commission disqualifies John Pascoe from being an approved SMSF auditor with effect from 4 March 2022.

Dated this 25th day of February 2022

Signed:



Scott Rea

Delegate of the Australian Securities and Investments Commission

22-0149

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

Notice of Cancellation of an Australian Financial Services Licence

TO: BURNS SIEBER FINANCIAL PLANNING PTY LTD
ACN 611 066 945 ("the Licensee")
PO Box 261
North Perth WA 6906

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 486235 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 24 March 2022

Signed *N Vonarx*

Nicholas Vonarx
A delegate of the Australian Securities and Investments Commission

22-0171

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 22-0171.

Commencement

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

Declaration

4. Chapter 6 of the Act applies to Locafy Limited ACN 136 737 767 (the *Company*) and H.C. Wainwright & Co., LLC, a Delaware limited liability company (*Underwriter*), as if section 609 were modified or varied by, omitting subsection (13D) (as notionally inserted by ASIC Class Order [CO 13/520]), and inserting:

“(13D) For the purposes of subsections (13A) - 13(C):

initial public offer, in relation to a body corporate, means an offer of securities in the body corporate that are in a class of securities that are to be quoted on the NASDAQ Capital Market.”

Where this instrument applies

5. The declaration in paragraph 4 applies in relation to relevant interests the Company and the Underwriter have in securities of the Company (*Escrowed Securities*) merely because the Company has, and the Underwriter has, in the ordinary course of its business as an underwriter, lead manager or joint lead manager, entered into one or more lock-up or escrow agreements or deeds (each an *Escrow Arrangement*) with each Security Holder in connection with the proposed admission of the Company's securities to the NASDAQ Capital Market (*initial public offer*) where each Escrow Arrangement:
 - (a) 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):
 - (i) 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;

- (c) 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 no later than 180 days after the date the Company or the Underwriter and the Security Holder entered into the Escrow Arrangement.

Interpretation

6. In this instrument:

- (a) **Security Holder** means any of the following persons who holds shares in the Company:
 - (i) Gavin Geoffery Burnett;
 - (ii) Melvin Leong Pean Tan.
 - (iii) IQ Ventures Pty Ltd;
 - (iv) MM Management Pty Ltd;
 - (v) CF & MA Visaggio Pty Ltd; and
 - (vi) Visaggio Investments Pty Ltd.

Dated this 16th day of March 2022



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

22-0178

**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 22-0178.

Commencement

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

Exemption

4. Qube Holdings Limited ACN 149 723 053 (**Company**) does not have to comply with subsections 257D(1), 257D(2) and 257D(3) of the Act.

Where this instrument applies

5. This instrument applies in relation to the off-market tender buy-back to be made available to all Shareholders (other than Excluded Shareholders), announced on or around 21 March 2022 which:
 - (a) 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:
 - i. 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 Eligible Shareholders to offer their Shares for sale 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 Eligible Shareholders have a reasonable opportunity to offer their Shares for

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- sale 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 to all Eligible Shareholders 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 Eligible Shareholder having the ability to nominate a minimum price condition in relation to their Tender(s);
 - B. each Eligible Shareholder having the ability to nominate a maximum number of Shares which they wish to offer for sale to the Company;
 - C. if the Eligible Shareholder holds both Shares and Restricted Employee Shares, the Company only accepting offers in respect of the number of Shares they hold;
 - D. if the Eligible Shareholder holds 1,736 Shares or less at the Record Date, 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 Eligible Shareholder holds more than 1,736 Shares, they may tender any number of Shares they hold (at one or more Tender Discounts and/or as a Final Price Tender), subject to a minimum of 1,736 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 Shareholders, and any Tender received from Excluded Shareholders need not be accepted by the Company.

Conditions of the relief

- 6. The number of Shares that the Company buys back, either as a result of the Buy-Back Invitation or as a result of any other buy-back by the Company during the 12 months before the date on which the Company buys back the Shares must not exceed 10% of the smallest number of votes attaching to voting Shares on issue at any time during the 12 months before the date on which the Company buys back the Shares.

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7. The Company must ensure that the Buy-Back Invitations include a term that:
- (a) if, at the close of the Tender Period, the Company has received Tenders that in aggregate are more than the Buy-Back Amount:
 - i. 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;
 - (b) the Buy-Back Price will be calculated by applying the Buy-Back Discount following the end of the Tender Period to the Market Price; and
 - (c) if an Eligible Shareholder tenders their 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.

Interpretation

8. In this instrument:

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

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 any other Shares bought back by the Company during the 12 months before the day 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 dispatched to Shareholders on or about 21 March 2022, being in substantially the same form as the booklet provided to ASIC on 9 March 2022.

Buy-Back Discount means the tender discount to be selected by the Company, in accordance with the Buy-Back Booklet, being the largest Tender Discount in the range of 5% 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 (except for circumstances where the Buy-Back Discount is equal to 14%, in which case rounded up to the nearest cent). This price is determined by applying the Buy-Back Discount selected by the Company to the Market Price.

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Eligible Shareholder means a Shareholder who is not an Excluded Shareholder.

Excluded Foreign Shareholder means any person who:

- (a) hold Shares and to whom the Company would be prohibited from paying money pursuant to any act, rule or regulation of Australia which prohibits the Company from making payments to foreign persons; or
- (b) does not have a registered address in Australia or New Zealand and holds Shares and resides in a jurisdiction where it would be illegal under the laws of that jurisdiction to permit shareholders residing in that jurisdiction to receive an invitation, or to participate in the Buy-Back (or which has laws which the Company determines would be impractical for it to comply with in order to permit Shareholders residing in that jurisdiction to receive a Buy-Back Invitation, or to participate in the Buy-Back); or
- (c) is acting on behalf of or for the account of a person who holds Shares and resides in a jurisdiction outside Australia or New Zealand where it would be illegal under the laws of that jurisdiction to permit such person residing in that jurisdiction to receive a Buy-Back Invitation, or to participate in the Buy-Back, for a Shareholder (or which has laws which the Company determines would be impractical for it to comply with in order to permit shareholders residing in that jurisdiction to receive a Buy-Back Invitation, or to participate in the Buy-Back, for a Shareholder).

For the avoidance of doubt, Excluded Foreign Shareholders 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.

Excluded Shareholder means any:

- (a) Excluded Foreign Shareholder;
- (b) shareholder who holds only Restricted Employee Shares; or
- (c) Director, Group Executive of the Company or certain other management involved in the implementation of the Buy-Back.

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 Invitation.

Market Price means the VWAP of the Company's ordinary 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 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.

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Priority Allocation means, in the event of a scale-back, the first 1,736 Shares successfully tendered by each Eligible Shareholder that the Company will buy back, or such lesser number of Shares as determined by the Company.

Record Date means the date for eligibility to participate in the Buy-Back being on or around 29 March 2022.

Restricted Employee Shares means fully paid ordinary shares in the Company held pursuant to an employee equity incentive scheme (*EIS*) where, as at the Record Date, under the terms of the EIS (a) the holder would not be entitled to sell those shares pursuant to the Buy-Back Invitation or (b) the shares are subject to forfeiture.

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 or in relation to Priority Allocations.

Shareholder means a holder of Shares at the Record Date.

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

Small Holder means;

- (a) an Eligible Shareholder who holds 694 Shares or fewer as at the Record Date; and
- (b) an Eligible Shareholder who tendered all their Shares at a Tender Discount which is equal to the Buy-Back Discount (and/or as a Final Price Tender) and would hold 694 or fewer Shares as a result of the Priority Allocation and/or if the Scale Back Mechanism were applied to their Tender;

Tender means an offer made in accordance with the Buy-back Invitation by an Eligible Shareholder to sell to the Company a specified number of Shares at a specified Tender Discount or as a Final Price Tender 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 5% to 14%, inclusive at 1% intervals) as set out in the Tender Form.

Tender Form means the form of offer by Eligible Shareholders to sell their nominated Shares to the Company, which accompany the Buy-Back Booklet or represented by instructions from its CHESS holder's controlling participant or any electronic offer form (and includes a form of offer amended in accordance with the procedure 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.

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

VWAP means, for a Share, the volume weighted average price of all trades on ASX's trading platform including the closing single price auction, but excluding all off-market trades (including any transactions defined in the operating rules of the 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 Company determine to exclude on the basis that the trades are not fairly reflective of natural supply and demand).

Dated this 21st day of March 2022



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

22-0179

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 22-0179.

Commencement

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

Exemption

4. Moula Money Pty Limited ACN 164 875 325 (*Moula Money*) does not have to comply with Parts 6D.2 and 6D.3 of the Act.

Declaration

5. Chapter 6D of the Act applies to shareholders of Leda Universal Pty Limited ACN 655 964 177 (*Leda Universal*) as if section 707 of the Act was omitted.

Where this instrument applies

6. The exemption in paragraph 4 applies to offers of securities in Leda Universal made by Moula Money inviting its shareholders to approve an equal reduction of the share capital of Moula Money under Part 2J.1 of the Act by way of transfer of all of the ordinary shares in Leda Universal held by Moula Money to its shareholders (*Demerger Proposal*), where:
 - (a) Moula Money is a proprietary company; and
 - (b) Moula Money invites shareholders to approve the Demerger Proposal by way of circulating resolution under section 249A of the Act (*Circulating Resolution*) and Part 2J.1 of the Act.
7. The declaration in paragraph 5 applies to offers for sale of ordinary shares in Leda Universal (*Leda Shares*) where:
 - (a) Leda Universal is a proprietary company;

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- (b) a Leda Universal shareholder makes an offer of their Leda Shares for sale (*On-sale Offer*);
- (c) the Leda Shares were transferred to the Leda Universal shareholder pursuant to the Demerger Proposal referred to in paragraph 6; and
- (d) if the Leda Universal shareholder controls Leda Universal - the On-sale Offer is made pursuant to the terms of the Call Option Deed or the Shareholders Deed.

Interpretation

8. In this instrument:

Call Option Deed means call option deed between Auor Pty. Ltd. ACN 600 865 763 as trustee for the Auor Trust, Bazkat Pty Ltd ACN 601 655 225 as trustee for the Bazkat Family Trust, Piers Paul Moller, Moula Money, Leda Universal, the shareholders of Moula Money and the shareholders of Leda Universal, lodged with ASIC pursuant to subsection 249A(5) and Part 2J.1 of the Act in relation to the Demerger Proposal.

Control has the meaning given by s50AA of the Act.

Shareholders Deed means the shareholders deed in relation to Leda Universal between Leda Universal and the shareholders of Leda Universal lodged with ASIC pursuant to subsection 249A(5) and Part 2J.1 of the Act in relation to the Demerger Proposal.

Dated 21 March 2022



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

22-0180

**Australian Securities and Investments Commission
Corporations Act 2001 – Subsection 926A(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 (Act)*.

Title

2. This instrument is ASIC Instrument 22-0180.

Commencement

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

Exemption

4. ASIC exempts Aristotle Capital Management LLC, a company incorporated under the laws of the US and registered with the US Securities and Exchange Commission under file number 028-02634 (the *Body*), from the requirement to hold an Australian financial services (AFS) licence, upon the conditions referred to in Schedule A, in the case referred to in Schedule B.

Cessation

5. The exemption in paragraph 4 ceases to have effect on the earlier of:
 - (a) sub-paragraph 1(3) 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) the *Body* failing to comply 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.

Schedule A

1. The exemption in paragraph 4 applies 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 of 1970 of the 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

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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 a body corporate incorporated or a partnership formed in the US or a State of the US;
- (c) the Body:
 - (i) is registered under Division 2 of Part 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 C:
 - (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
- (g) the Body has not notified ASIC that it will not rely on this instrument.

Schedule B

Where:

1. the Body provides any of the following financial services (the *financial services*) in this jurisdiction to wholesale clients:
 - (a) providing financial product advice; or
 - (b) dealing in financial product;
- in respect of any of the following financial products:
- (c) derivatives;
 - (d) foreign exchange contracts;

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- (e) securities;
 - (f) debentures, stocks or bonds issued by a government;
 - (g) managed investment products; or
 - (h) interests in a managed investment scheme that is not required to be registered under Chapter 5C of the Act.
2. the Body has provided ASIC with:
- (a) evidence that paragraph 1(a) of Schedule A is satisfied that ASIC has stated in writing is adequate;
 - (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 subsection 659B(1) of the Act that applies notwithstanding that the Body may have ceased to rely, or never have relied, on this instrument, which deed provides that:
 - i. the deed is irrevocable except with the prior written consent of ASIC;
 - ii. the Body submits to the non-exclusive jurisdiction of the Australian courts in legal proceedings conducted by ASIC (including under section 50 of the ASIC Act) and, in relation to proceedings relating to a financial services law, by any person referred to in subsection 659B(1) of the Act and whether brought in the name of ASIC or the Crown or otherwise;
 - iii. 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;
 - iv. if the Body is not registered under Division 2 of Part 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 subsection 659B(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; and
 - (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. The consents must be in such form (if any) as ASIC specifies in writing.

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Schedule C

The Body must:

1. 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; and
2. 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:
 - (a) each significant change to, including the termination of, the registration as a registered investment adviser applying to the Body relevant to the financial services the Body provides or intends to provide in this jurisdiction; and
 - (b) 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
 - (c) 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:
 - i. significant enforcement action;
 - ii. significant disciplinary action;
 - iii. 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
3. 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:
 - (a) the Body is exempt from the requirement to hold an Australian financial services licence under the Act in respect of the financial services; and
 - (b) the Body is regulated by the SEC under US laws, which differ from Australian laws; and
4. if ASIC gives the Body a written notice directing the Body to lodge with ASIC, within the time specified in the notice, a written statement containing specified

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information about any financial service provided by the Body in this jurisdiction—comply with the notice.

Interpretation

In this instrument:

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 subsection 659B(1) of the Act;

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

custodial or depository service has the meaning given by section 766E of the Act;

derivative has the meaning given by section 761D of the Act;

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

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

FINRA means the Financial Industry Regulation Authority;

foreign exchange contract has the meaning given by section 761A 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 investment adviser means a body corporate or a partnership formed in the US or a State of the US registered under section 203(c) of the Investment Advisers Act of 1940 of the US;

SEC means the Securities and Exchange Commission of the US;

securities has the meaning given by section 761A 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:

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(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 1(a)(i) of Schedule A but not subparagraphs (a)(ii) of that Schedule – any applicable rules, policies or other documents (however described) of FINRA; and

wholesale client has the meaning given in section 761G of the Act.

Dated this 21st day of February 2022.



Signed by Ernest Chan.

as a delegate of the Australian Securities and Investments Commission

22-0182

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

Enabling legislation

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

Title

2. This instrument is ASIC Instrument 22-0182.

Commencement

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

Declaration

4. Chapter 6D of the Act applies to My Rewards International Limited ACN 095 009 742 (the *Issuer*) as if subparagraphs 708AA(7)(c)(i) and 708A(6)(d)(i) were modified or varied by inserting after the words "Chapter 2M" the words "(other than section 315(1) in relation to the financial year ended 30 June 2021)."

Where this instrument applies

5. This instrument applies in relation to an offer for the issue of securities in the Issuer.

Dated this 22nd day of March 2022



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

22-0200

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

Enabling legislation

1. 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 22-0200.

Commencement

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

Declaration

4. Chapter 6D of the Act applies to an offer for sale of ordinary shares in Lakes Blue Energy NL ACN 004 247 214 (*Company*) as if paragraph 708A(5)(b) of the Act was modified by deleting the words “5 days” and substituting the words “223 days”.

Where this instrument applies

5. This instrument applies to an offer for sale of ordinary shares in the Company (*Shares*) where:
 - (a) the Shares the subject of the offer are issued in the period between the date of this instrument and:
 - i. 25 July 2022 to Bizzell Capital Partners Pty Ltd (**Bizzell**) (or its nominee(s)) under the terms of the underwriting agreement between Bizzell and the Company dated 7 February 2022; and
 - ii. 1 April 2022 to Sutton Nominees Pty Ltd, Richard Ash (or his nominee), Roland Sleeman (or his nominee) and Samuel Capital Pty Ltd in accordance with the resolutions detailed in the notice of meeting dated 21 February 2022 that has been provided to the ASX Limited ACN 008 624 691 (**ASX**) for release on the financial market operated by ASX;
 - (b) the Shares are issued without disclosure under Part 6D.2 of the Act because of section 708 of the Act;
 - (c) trading in the fully paid shares of the Company on the financial market operated by ASX is not suspended for more than a total of 5 days during the period between the date of this instrument and the relevant issue of Shares under paragraph 5(b); and

22-0200

- (d) in relation to each relevant issue of Shares, the Company has given ASX a notice under paragraph 708A(5)(e) of the Act that complies with subsection 708A(6) of the Act.

Dated this 24th day of March 2022



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

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-fifth day of March 2022

Name of Company

ARBN

KYOWA SHIPPING CO., LTD.

644 633 965

CORPORATIONS ACT 2001
Section 601CL(5)

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

Dated this twenty-fifth day of March 2022

Name of Company

ARBN

ALTRIA GROUP, INC	057 983 614
BROADCAST MAP (AUST) PTY LIMITED	112 691 933
EUROMED, SOCIEDAD ANONIMA	629 384 005
N.M. ROTHSCHILD & SONS LIMITED	121 247 345
SHANXI TIANYULONGYUAN COMMERCIAL INVESTMENT OPERATION MANAGEMENT CO., LTD.	615 792 811

CORPORATIONS ACT 2001
Subsection 601PB(2)

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

Dated this twenty-fifth day of March 2022

Name of Scheme	ARSN
BLACKROCK WHOLESALE PLUS STYLE ADVANTAGE FUND (AUST)	627 588 505
BT EXTERNAL AUSTRALIAN SHARES 14	140 395 295
BT EXTERNAL AUSTRALIAN SHARES 4	111 629 013
BT EXTERNAL DIVERSIFIED 4	140 399 346
BT EXTERNAL FIXED INTEREST 10	140 394 145
BT EXTERNAL FIXED INTEREST 11	140 394 056
BT EXTERNAL FIXED INTEREST 12	140 393 960
BT EXTERNAL FIXED INTEREST 5	111 628 730
BT EXTERNAL FIXED INTEREST 9	140 397 995
BT EXTERNAL INTERNATIONAL SHARES 15	140 396 532
BT EXTERNAL INTERNATIONAL SHARES 5	131 107 830
BT EXTERNAL INTERNATIONAL SHARES 8	131 107 938
BT EXTERNAL INTERNATIONAL SHARES 9	140 396 452
BT EXTERNAL PROPERTY 3	111 629 424
BT EXTERNAL PROPERTY 4	131 109 236
BT EXTERNAL PROPERTY 6	140 392 767

CORPORATIONS ACT 2001
Subsection 601PA(3)

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

Dated this twenty-fifth day of March 2022

Name of Scheme

ARSN

PIMCO DEFENSIVE STRATEGIES FUND	622 783 046
PIMCO TAIL RISK HEDGING FUND	620 606 760
SYDNEY AIRPORT TRUST 1	099 597 921

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.

AUSTRALIAN RESOURCES DEVELOPMENT LIMITED ACN 119 303 972 will change to a proprietary company limited by shares. The new name will be AUSTRALIAN RESOURCES DEVELOPMENT PTY LTD ACN 119 303 972.

K2O POTASH CORP. PTY. LTD.
ACN 654 430 332 will change to a public company limited by shares. The new name will be K2O POTASH CORP. LTD.
ACN 654 430 332.

RETAIL ZOO HOLDINGS PTY LIMITED
ACN 169 039 721 will change to a public company limited by shares. The new name will be RETAIL ZOO HOLDINGS LIMITED
ACN 169 039 721.

BREAKING THRU LTD ACN 617 804 896 will change to a proprietary company limited by shares. The new name will be BREAKING THRU PTY LTD ACN 617 804 896.

MINACKON LIMITED ACN 618 402 181 will change to a proprietary company limited by shares. The new name will be MINACKON PTY LIMITED ACN 618 402 181.

TESEO LTD. ACN 640 381 924 will change to a proprietary company limited by shares. The new name will be TESEO PTY LTD
ACN 640 381 924.