



ASIC
Australian Securities &
Investments Commission

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Notices under Corporations Act 2001

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Change of company type

RIGHTS OF REVIEW

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

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Australian Securities &
Investments Commission

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25-0200

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

Notice of Cancellation of an Australian Financial Services Licence

TO: Euro Corporate Securities Pty Ltd
ACN 125 973 391 ("the Licensee")
37 Ord Street
West Perth WA 6005

Pursuant to paragraph 915B(3)(d) of the **Corporations Act 2001**, the Australian Securities and Investments Commission hereby cancels Australian Financial Services Licence number 319189 held by the Licensee, with effect from the date on which this notice is given to the Licensee.

Dated 9 April 2025

Signed

Jedo Charles
A delegate of the Australian Securities and Investments Commission

25-0213

**Australian Securities and Investments Commission
Corporations Act 2001 – Paragraph 926A(2)(a) – Exemption**

Enabling legislation

1. The Australian Securities and Investments Commission (*ASIC*) makes this instrument under paragraph 926A(2)(a) of the *Corporations Act 2001* (the *Act*).

Title

2. This instrument is ASIC Instrument 25-0213.

Commencement

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

Exemption

4. ASIC exempts Nippon Life Global Investors Singapore Limited, a body incorporated in Singapore, registration number 200517207N (the *body*) from the requirement to hold an Australian financial services (*AFS*) licence in the case referred to in Schedule A.

Cessation

5. The exemption in paragraph 4 ceases to have an effect on the earlier of:
 - (a) sub-paragraph 1(1) of Schedule 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 03/1102] *Singapore MAS 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; or
 - (c) The body being notified in writing that it is excluded from relying on this instrument.

Schedule A

1. The exemption in paragraph 4 applies where all of the following apply:
 - (a) the body holds a current capital market services licence granted by the Monetary Authority of Singapore (*MAS*) under section 86 of the Securities and Futures Act;
 - (b) the body is either a body corporate incorporated or a partnership formed in Singapore;

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- (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 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
 - (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:
- (a) providing financial product advice;
 - (b) dealing in a financial product;
- in respect of any of the following financial products:
- (c) derivatives
 - (d) foreign exchange contracts;
 - (e) securities;
 - (f) debentures, stocks or bonds issued by a government;
 - (g) interests in a managed investment scheme that is not required to be registered under Chapter 5C of the Act; and
 - (h) managed investment products;
3. Where the body has provided ASIC with all of the following:
- (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 the 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:

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- (A) the deed is irrevocable except with the prior written consent of ASIC; and
 - (B) 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; and
 - (C) 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;
 - (D) 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
 - (E) the body covenants that, on written request of either MAS or ASIC, it will give or vary written consent and take all other practicable steps to enable and assist MAS to disclose to ASIC and ASIC to disclose to MAS any information or document that MAS or ASIC has that relates to the body;
- (d) written consents to the disclosure by MAS to ASIC and ASIC to MAS of any information or document that MAS or ASIC has that relates to the body. The consents must be in such form (if any) as ASIC specifies in writing.

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 Singaporean regulatory requirements if the financial service were provided in Singapore 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 capital markets services licence 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 may obtain from the Singaporean 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 MAS 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;

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- (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 Australian financial services licence under the Act in respect of the financial services; and
 - (ii) the body is regulated by MAS under Singaporean laws, which differ from Australian laws.
- (c) 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 information about any financial service provided by the body in this jurisdiction —comply with the notice.

Interpretation

6. In this instrument:

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

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*;

capital markets services licence means a capital markets services licence granted by MAS under section 86 of the SF Act;

derivative has the meaning given by section 9 of the Act;

financial product advice has the meaning given by section 9 of the Act;

financial services law has the meaning given by section 9 of the Act;

foreign exchange contract has the meaning given by section 9 of the Act;

managed investment products has the meaning given by section 9 of the Act; s764A(1)(ba);

MAS means the Monetary Authority of Singapore;

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

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

securities has the meaning given by section 9 of the Act;

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SF Act means the *Securities and Futures Act 2001* of Singapore;

Singaporean regulatory requirements means the rules that apply in relation to the financial services including any applicable legislation, instruments made under that legislation and any relevant policies or other documents (however described) issued by MAS; and

wholesale client has the meaning given in section 9 of the Act.

Dated this 16th day of April 2025.



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

25-0229

**Australian Securities and Investments Commission
Corporations Act 2001- Subsections 601QA(1), 655A(1)(b) and 1020F(1)(a)
Declaration and Exemption**

Enabling legislation

1. The Australian Securities and Investments Commission (ASIC) makes this instrument under subsections 601QA(1), 655A(1)(b) and 1020F(1)(a) of the *Corporations Act 2001 (Act)*.

Title

2. This instrument is ASIC Instrument 25-0229.

Commencement

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

Exemptions

4. 360 Capital FM Limited ACN 090 664 396 (*360 Capital FM*) in its capacity as the responsible entity of 360 Capital Investment Trust ARSN 104 552 598 (*Scheme*, being an entity stapled with 360 Capital Group Limited ACN 113 569 136) does not have to comply with:
 - (a) paragraph 601FC(1)(d) of the Act to the extent that it requires the responsible entity of a registered scheme to treat members who hold interests in the same class equally;
 - (b) paragraph 601FG(1)(a) of the Act; and
 - (c) Division 5A of Part 7.9 of the Act.

Declaration

5. Chapter 5C of the Act applies to a responsible entity as if Part 5C were modified or varied by, after Part 5C.6, inserting:

"Part 5C.6B - Buy-backs by listed schemes

Division 1- Preliminary**601KJ Application of this Part**

This Part applies to the purchase of interests in a listed managed investment scheme by the responsible entity of the scheme where the purchase is off-market and does not take place in the ordinary course of trading on the financial market of ASX Limited (*ASX*), and the purchase price is paid from scheme property. For the purposes of this Part, such a purchase is referred to as a *buy-back*.

Division 2 – Requirements for buy-backs**601KK Constitutional provisions about buy-backs**

If the responsible entity of the scheme is to have the power to buy back interests in the scheme, the power must be specified in the scheme's constitution.

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601KL Procedural requirements for buy-backs

- (1) A responsible entity must not buy back an interest in the scheme otherwise than in accordance with the scheme's constitution and this section.
- (2) A responsible entity may buy back an interest if it does not materially prejudice the responsible entity's ability to pay its creditors in relation to liabilities incurred or acquired by it as responsible entity of the scheme.
- (3) A responsible entity that buys back an interest in the scheme:
 - (a) must only buy the interest if:
 - (i) the buy-back is done off-market; and
 - (ii) the buy-back is covered by subsection (5) to (7) or subsection (8); and
 - (b) if it reasonably believes that it complies with the listing rules of the ASX that apply to buy-backs as if:
 - (i) the scheme were a company included in the official list of the financial market of the ASX; and
 - (ii) interests in the scheme were shares in the company; and

Note: The listing rules of ASX that apply to off-market buy-backs include:

Listing Rule 3.8A (company making a buy-back), including Appendix 3C: Announcement of buy-back; Appendix 3D: Change relating to buy-back; Appendix 3E: Daily notification; and Appendix 3F: Final notice; and

- (c) must not dispose of the interests it buys back.
- (4) Immediately after registration of the transfer to the responsible entity of the interests bought back, the interests are cancelled.

Buy-backs within the 10/12 limit

- (5) If the responsible entity proposes to buy back an interest in the scheme within the 10/12 limit, the responsible entity must give a notice to ASX which:
 - (a) discloses the responsible entity's intention to buy back interests in the scheme within the 10/12 limit; and
 - (b) sets out:
 - (i) the number of interests in the scheme held by the responsible entity and any associate of the responsible entity; and
 - (ii) the source of funds to pay for any interests bought back.
- (6) The responsible entity:
 - (a) must not buy back an interest for at least 14 days after giving the notice; and

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(b) must start buying back interests:

- (i) if a date is specified in the notice by which the responsible entity will start to buy back interests—by that date; or
- (ii) otherwise—within 2 months of the date of the notice; and

Note: If the responsible entity does not start buying back interests within the period referred to in paragraph (b) but the responsible entity wishes to proceed with the buy-back, it will need to give another notice to ASX in accordance with subsection (5).

(c) must not buy back an interest which would exceed the 10/12 limit except in accordance with subsection (8).

(7) The responsible entity may buy back an interest in the scheme for a period of 12 months from the date of the giving of the notice. If the responsible entity proposes to buy back an interest in the scheme beyond that period it must give ASX a further notice:

- (a) disclosing the responsible entity's intention to continue to buy back interests; and
- (b) setting out the matters referred to in paragraph (5)(b).

Each notice extends the period in which the responsible entity may continue to buy back interests in the scheme by 12 months provided it is given to ASX before the expiry of the period covered by the previous notice.

Buy-backs which would exceed the 10/12 limit

(8) If the responsible entity proposes to buy back an interest in the scheme which would exceed the 10/12 limit it must have:

- (a) obtained, by resolution at a meeting of members of the scheme in the last 12 months, the approval of members of the terms of the proposed buy-back arrangement; and
- (b) included with the notice of meeting a statement setting out all information known to the responsible entity that was material to the decision how to vote on the resolution other than information that it would be unreasonable to require the responsible entity to disclose because it had previously disclosed the information to the scheme's members.

Interpretation

(9) The **10/12 limit** for a responsible entity of a scheme proposing to make a buy-back is 10% of the smallest number, at any time during the last 12 months, of interests in the scheme.

(10) A proposed buy-back would exceed the 10/12 limit if the number of:

- (a) interests in the scheme that have been bought back during the last 12 months; and
- (b) interests that will be bought back if the proposed buy-back is made;

would exceed the 10/12 limit.

601KM Interaction with other provisions of this Chapter

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For the avoidance of doubt subsection 601GA(4) and Part 5C.6 do not apply to a buy-back under this Part."

Takeovers

6. Chapter 6 of the Act applies to 360 Capital FM in its capacity as responsible entity of the Scheme as if section 609 of the Act was modified or varied by inserting after subsection (4):

“(4A) A person does not have a relevant interest in interests of a managed investment scheme if the relevant interest would arise merely because the responsible entity of the scheme has entered into an agreement to buy-back interests in the scheme in accordance with Part 5C.6B as declared by ASIC Instrument 25-0229.

7. Chapter 6 of the Act applies to 360 Capital FM and to registered TGP Unit Holders as if the table in section 611 of the Act, as modified or varied by *ASIC Corporations (ASX-listed Schemes On-market Buy-backs) Instrument 2016/1159 (ASIC Instrument 2016/1159)*, were further modified or varied by inserting after item 19A:

“19B An acquisition that results from the responsible entity of a registered scheme buying interests in the scheme in accordance with Part 5C.6B as declared by ASIC Instrument 25-0229.”

Where this instrument applies

8. This instrument applies where:

- (a) 360 Capital FM invites relevant Securityholders (except *Excluded Foreign Securityholders*) to participate in the Off-Market Buy-Back at the Buy-Back Price;
- (b) 360 Capital FM has given the Buy-Back Booklet to all members of the Scheme who are eligible to participate under the Off-Market Buy-Back that:
 - (i) states all information known to 360 Capital FM that is material to the decision of a member of the Scheme whether or not to participate in the Off-Market Buy-Back;
 - (ii) specifies the period to elect to participate in the Off-Market Buy-Back, being at least 21 days;
 - (iii) specifies the scheme assets that will be used to satisfy the liability to pay for interests to be bought back under the Off-Market Buy-Back; and
 - (iv) specifies the Off-Market Buy-Back Execution Rules to be applied if elections to participate in the Off-Market Buy-Back exceed the Buy-Back Amount,
- (c) after the Buy-Back Booklet is given to members of the Scheme, the members have a reasonable opportunity to elect to participate in the Off-Market Buy-Back at the Buy-Back Price; and
- (d) 360 Capital FM carries out the Off-Market Buy-Back in accordance with the terms as described in the Buy-Back Booklet under which all members of the Scheme are to be treated equally except:

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- (i) Excluded Foreign Securityholders and any offer from an Excluded Foreign Securityholder for the sale of TGP Securities received by 360 Capital FM need not be accepted by 360 Capital FM; and
- (ii) elections to participate in the Off-Market Buy-Back will be accepted in accordance with the Off-Market Buy-Back Execution Rules.

9. This instrument ceases to apply from 31 October 2025.

Interpretation

10. In this instrument:

Buy-Back Amount is the maximum number of TGP Securities that may be bought back under the Off-Market Buy-Back, being 44,567,446 TGP Securities as approved by Securityholders in the Securityholder Approval.

Buy-Back Booklet means the document to be lodged with ASX on or about 14 April 2025, being in substantially the same form as the booklet provided to ASIC on 11 April 2025.

Buy-Back Price is the price at which the TGP Securities will be bought back under the Off-Market Buy-Back, which is equal to \$0.65 per TGP Security.

Excluded Foreign Securityholders means Securityholders who 360 Capital FM determines to exclude from the Off-Market Buy-Back on the basis that:

- (a) 360 Capital FM would be prohibited from making a payment to pursuant to an act, rule or regulation that prohibits 360 Capital FM from making payments to a person who resides in a Jurisdiction outside of Australia;
- (b) the holder resides in a jurisdiction where it would be illegal under the laws of that jurisdiction to make an invitation to the holder or for the holder to participate in the Off-Market Buy-Back; or
- (c) the holder resides in a jurisdiction outside Australia and it would be unreasonable to make an invitation to the holder having regard to each of the following:
 - (i) the number of holders in that jurisdiction;
 - (ii) the number and the value of TGP Securities held by holders in that jurisdiction; and
 - (iii) the cost of complying with legal requirements and the requirements of any relevant regulatory authority applicable to make the invitation in that jurisdiction.

Notice of Meeting means the notice of meeting and explanatory memorandum for the Off-Market Buy-Back dated 30 September 2024.

Off-Market Buy-Back means an acquisition of TGP Securities by 360 Capital FM through an equal access off market buy-back, subject to the Buy-Back Amount.

Off-Market Buy-Back Closing Date means the closing date of the Off-Market Buy-Back.

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Off-Market Buy-Back Execution Rules means if at the Off-Market Buy-Back Closing Date, 360 Capital FM has received elections to participate in the relevant Off-Market Buy-Back that in aggregate are:

- (a) more than the Buy-Back Amount then all TGP Securities elected by Securityholders to participate in the Off-Market Buy-Back are bought back subject to:
 - a. a reduction by the same proportion (pro rata subject to rounding of fractions); or
 - b. small parcel or tender scale-back relief so that the maximum value of a small parcel of TGP Units is:
 - i. \$2,000 for TGP Securities to be bought back from each participating Securityholder, including the entire holding of participating Securityholders whose holding is less than \$2,000 (threshold parcel); and
 - ii. \$500 where a participating Securityholder's remaining TGP Securities are worth less than \$500 after the threshold parcel is bought back (residual parcel); or
- (b) equal to or less than the Buy-Back Amount then all TGP Securities elected by Securityholders to participate in the Off-Market Buy-Back are bought back.

Securityholder means the holder of a TGP Security.

Securityholder Approval means the approval of the Off-Market Buy-Back (as set out in the Notice of Meeting) by Securityholders on 31 October 2024.

TGP Security means a security in the Scheme.

Dated this 14 day of April 2025



Signed by Isaac Chien

as a delegate for the Australian Securities and Investments Commission

25-0231

**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 (*Act*).

Title

- 2 This instrument is ASIC Instrument 25-0231.

Commencement

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

Exemption

- 4 360 Capital Group Limited ACN 113 569 136 (*Company*, being an entity stapled with the *Trust*) 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 (*Off-Market Buy-Back*) to be made available to all Eligible Securityholders (other than Excluded Foreign Securityholders) commencing on or around 24 April 2025 which:
- (a) is substantially on the terms contemplated in the Buy-Back Invitation;
 - (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 Securities;
 - (ii) the Company does not comply with paragraph 257B(2)(b) of the Act but rather invites all Securityholders (other than Excluded Foreign Securityholders) to offer for sale their Securities to the Group 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 Securityholders (other than Excluded Foreign Securityholders) have a reasonable opportunity to offer for sale their Securities to the Group 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 Invitation is to be made to all Securityholders (other than Excluded Foreign Securityholders) for those holders to Tender their

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Securities for sale to the Group and for the Group to buy back those Securities subject to:

- (A) each Securityholder having the ability to nominate and offer Securities to the Group up to their Buy-Back Entitlement;
 - (B) if the Securityholder holds 3,076 Securities or fewer, they must tender all of their Securities if they wish to participate in the buy-back;
 - (C) if the Securityholder holds more than 3,076 Securities, they may tender any number of Securities they hold;
 - (D) a scale-back operating in the manner described in the conditions in paragraph 6 of this relief instrument to ensure that the Group does not exceed the Buy-Back Amount.
- (vi) the Company does not comply with paragraph s257B(2)(e) of the Act but rather the Buy-Back Invitation need not be made to Excluded Foreign Securityholders and any Tender received from an Excluded Foreign Securityholder need not be accepted by the Group.

Conditions

- 6 The Company must ensure that the Buy-Back Invitation includes a term that:
- (a) the Buy-Back Price will be \$0.65 per Security; and
 - (b) if, at the close of the Tender Period, the Group has received Tenders that in aggregate are more than the Buy-Back Amount:
 - (i) the Group will buy back Securities up to the Buy-Back Amount (or such lesser number as the Group may determine); and
 - (ii) if the Group receives tenders for Additional Securities that exceed the Buy-Back Amount, the Group will scale back acceptances in accordance with the Scale-Back Mechanism.

Interpretation

- 7 In this instrument:

ASX means ASX Limited ACN 008 624 691 or the financial market that it operates, as appropriate.

Buy-Back Amount means the number of Securities the Group decides to buy back, provided that the number of Securities does not exceed 44,567,446 Securities.

Buy-Back Booklet means the document to be lodged with ASX on or about 14 April 2025, being in substantially the same form as the booklet provided to ASIC on 11 April 2025.

Buy-Back Invitation means the invitation by the Group to its Eligible Securityholders to offer to sell Securities to the Group in accordance with the procedure set out in the Buy-Back Booklet.

Buy-Back Price means the price per Security at which the Group will buy back Securities tendered in accordance with the Buy-Back Invitation, being \$0.65.

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Eligible Securityholder means a person who is registered as a holder of Securities as at the Record Date who is not an Excluded Foreign Securityholder.

Excluded Foreign Securityholder means a Securityholder who the Group determines to exclude on the basis that:

- (a) the Group would be prohibited from making a payment pursuant to an act, rule or regulation that prohibits the Group from making payments to a person who resides in a jurisdiction outside of Australia or New Zealand;
- (b) the Securityholder resides in a jurisdiction where it would be illegal under the laws of that jurisdiction to make an invitation to the holder or for the holder to participate in the Off-Market Buy-Back;
- (c) the Securityholder resides in a jurisdiction outside Australia or New Zealand and it would be unreasonable to make an invitation to the holder having regard to each of the following:
 - (i) the number of Securityholders in that jurisdiction;
 - (ii) the number and the value of Securities held by Securityholders in that jurisdiction; and
 - (iii) the cost of complying with legal requirements and the requirements of any relevant regulatory authority applicable to make the invitation in that jurisdiction.

Group means the stapled entity comprising the Company and the Trust.

Record Date means the record date for eligibility to participate in the buy-back, being as at as set out in the Buy-Back Booklet

Scale-Back Mechanism means the reduction of Securities bought back by the Group on the terms and conditions set out in the Buy-Back Invitation, to be applied to Tenders from Eligible Securityholders on a substantially pro-rata basis, except that it will not apply to Tenders from Small Holders.

Securityholder means a person who holds Securities at the Record Date.

Securities means a stapled security in the Group.

Small Holder means an Eligible Securityholder who holds 3,076 or fewer Securities at the Record Date.

Tender means an offer made in accordance with the Buy-Back Invitation by an Eligible Securityholder to sell to the Group a specified number of Securities at the Buy-Back Price.

Tender Period means the period within which Eligible Securityholders may lodge, withdraw or amend a Tender in accordance with the procedures set out in the Buy-Back Invitation.

Trust means the 360 Capital Investment Trust ARSN 104 552 598.

Dated this 14 April 2025



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

25-0239

**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* (the **Act**).

Title

2. This instrument is ASIC instrument 25-0239.

Commencement

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

Exemption

4. ASIC exempts BentallGreenOak Advisors (UK) LLP, a limited liability partnership incorporated in England and Wales (Registered Company Number OC353223) and registered under firm reference number 671952 with the Financial Conduct Authority of the United Kingdom (UK) (the *body*), from the requirement to hold an Australian financial services licence (*AFS licence*), upon the conditions referred to in Schedule A and in the case referred to in Schedule B.

Cessation

5. The exemption in paragraph 4 ceases to have effect on the earlier of:
 - (a) the date specified in subsection 1(3) of Schedule 2 of the *ASIC Corporations (Repeal and Transitional) Instrument 2016/396* as amended by subitem 1 of Schedule 1 of *ASIC Corporations (Amendment) Instrument 2024/497* and as may be further amended from time to time; 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; or
 - (c) the body being notified in writing by ASIC that it is excluded from relying on this instrument.

25-0239

Schedule A

1. The exemption in paragraph 4 applies where all of the following apply:
 - (a) the body has a current Part 4A Permission;
 - (aa) the body is either a body corporate incorporated in the UK or a partnership formed in the UK;
 - (b) 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;
 - (c) the body's primary business is the provision of financial services;
 - (d) neither the body nor its Agent has been notified by ASIC that the body is excluded from relying on this instrument;
 - (e) 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
 - (f) 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;
 - (b) dealing in a financial productin respect of any of the following financial products:
 - (c) derivatives;
 - (d) foreign exchange contracts;
 - (e) eligible deposit products;

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- (f) securities;
 - (g) debentures, stocks or bonds issued by a government;
 - (h) interests in a managed investment scheme that is not required to be registered under Chapter 5C of the Act; or
 - (i) managed investment products; and
2. Where the body has provided ASIC with:
- (a) a copy of the Part 4A Permission;
 - (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 FCA or ASIC, it will give or vary written consent and take all other practicable steps to enable and assist the FCA to disclose to ASIC and ASIC to disclose to the FCA any information or document that the FCA or ASIC has that relates to the body; and
 - (d) written consents to the disclosure by the FCA to ASIC and ASIC to the FCA of any information or document that the FCA or ASIC has that relates to the body. The consents must be in such form (if any) as ASIC specifies in writing.

Schedule C

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 UK regulatory requirements if the financial service were provided in the UK in like circumstances.

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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 Part 4A Permission 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 may obtain from the UK 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 FCA, PRA 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 Australian financial services licence under the Act in respect of the financial services; and
 - (ii) as applicable:
 - (A) for a dual-regulated body – the body is authorised by the PRA and regulated by the FCA and PRA under UK laws, which differ from Australian laws;
 - (B) otherwise – the body is authorised and regulated by the FCA under UK laws, which differ from Australian laws; and
 - (c) 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 information about any financial service provided by the body in this jurisdiction – comply with the notice.

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;

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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;

appropriate regulator means:

- (a) for a dual regulated body – both the PRA and the FCA; and
- (b) otherwise – the FCA

dealing has the meaning given by section 766C of the Act;

deposit product has the meaning given by section 9 of the Act;

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

dual-regulated body means a body whose regulated activities in the United Kingdom include a PRA-regulated activity within section 22A of the FSM Act;

eligible deposit product means any deposit taking facility that is not a deposit product as defined in section 9 of the Act;

financial product has the meaning given by section 9 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;

FCA means the Financial Conduct Authority of the United Kingdom and, for the avoidance of doubt, includes the Financial Services Authority of the United Kingdom as it was previously known before 1 April 2013;

FSM Act means the *Financial Services and Markets Act 2000* of the United Kingdom;

foreign exchange contract has the meaning given by section 761A of the Act;

managed investment product has the meaning given by section 9 of the Act;

managed investment scheme has the meaning given by section 9 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 FCA or PRA) which regulates financial services and which is established by or for the purposes of a foreign government or legislative body;

Part 4A Permission means a permission given under Part 4A of the FSM Act or having effect as if so given under that Part;

PRA means the Prudential Regulation Authority of the United Kingdom;

securities has the meaning given by section 761A of the Act;

UK regulatory requirements means the rules that apply in relation to the financial services including any applicable legislation, instruments made under that legislation and any relevant policies or other documents (however described) issued by the FCA or PRA; and

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

Dated this 14 day of April 2025



Signed by Angela Norris
as delegate of the Australian Securities and Investment Commission

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NOTICE UNDER SECTION 915F OF THE CORPORATIONS ACT 2001

Notice is given under s915F of the Corporations Act 2001 that the Australian Securities and Investments Commission has taken the action set out in the Notice below, which action took effect on 7 April 2025.

AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION

CORPORATIONS ACT 2001 SECTION 915B

VARIATION OF NOTICE OF SUSPENSION OF AUSTRALIAN FINANCIAL SERVICES LICENCE

To: Equitise Pty Ltd ACN 600 053 745

Under s915B(3) of the *Corporations Act 2001* (the Act), the Australian Securities and Investments Commission hereby varies the notice referred to in ASIC Instrument 24-0946, as amended by the action set out in ASIC Instrument 25-0079 by replacing the date "10 April 2025" with the date "10 April 2026".

Dated this 7th day of April 2025

Signed:



Cameron Walter
Delegate of the Australian Securities and Investments Commission.

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.

ALBRIGHT & WILSON (AUSTRALIA) LIMITED

ACN 004 234 137 will change to a proprietary company limited by shares. The new name will be ALBRIGHT & WILSON (AUSTRALIA) PTY LTD ACN 004 234 137.

PERFORM GROUP LTD ACN 649 034 435 will change to a proprietary company limited by shares. The new name will be PERFORM GROUP PTY LTD ACN 649 034 435.