

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Superloop Limited

ACN/ARSN 169 263 064

1. Details of substantial holder (1)

Name Superloop Limited

ACN/ARSN (if applicable) 169 263 064

The holder became a substantial holder on 04/06/2015

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	30,000,000	30,000,000	33.33%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Superloop Limited	Section 608(1)(c) - power to control the disposal of the securities under the terms of a voluntary restriction deed with the registered holder	30,000,000 fully paid ordinary shares

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Superloop Limited	Bevan Slattery	Bevan Slattery	30,000,000

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Superloop Limited	27 April 2015	No consideration paid relevant interest acquired under terms of a deed		30,000,000

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
Not applicable	

7. Addresses

The addresses of persons named in this form are as follows:

Name	Address
Superloop Limited	16 Church Street, Fortitude Valley, Queensland, 4006

Signature

print name Greg Bryant

capacity Company secretary

sign here



date 05/06/2015

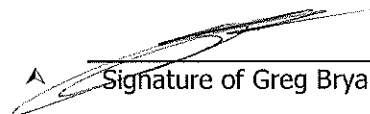
DIRECTIONS

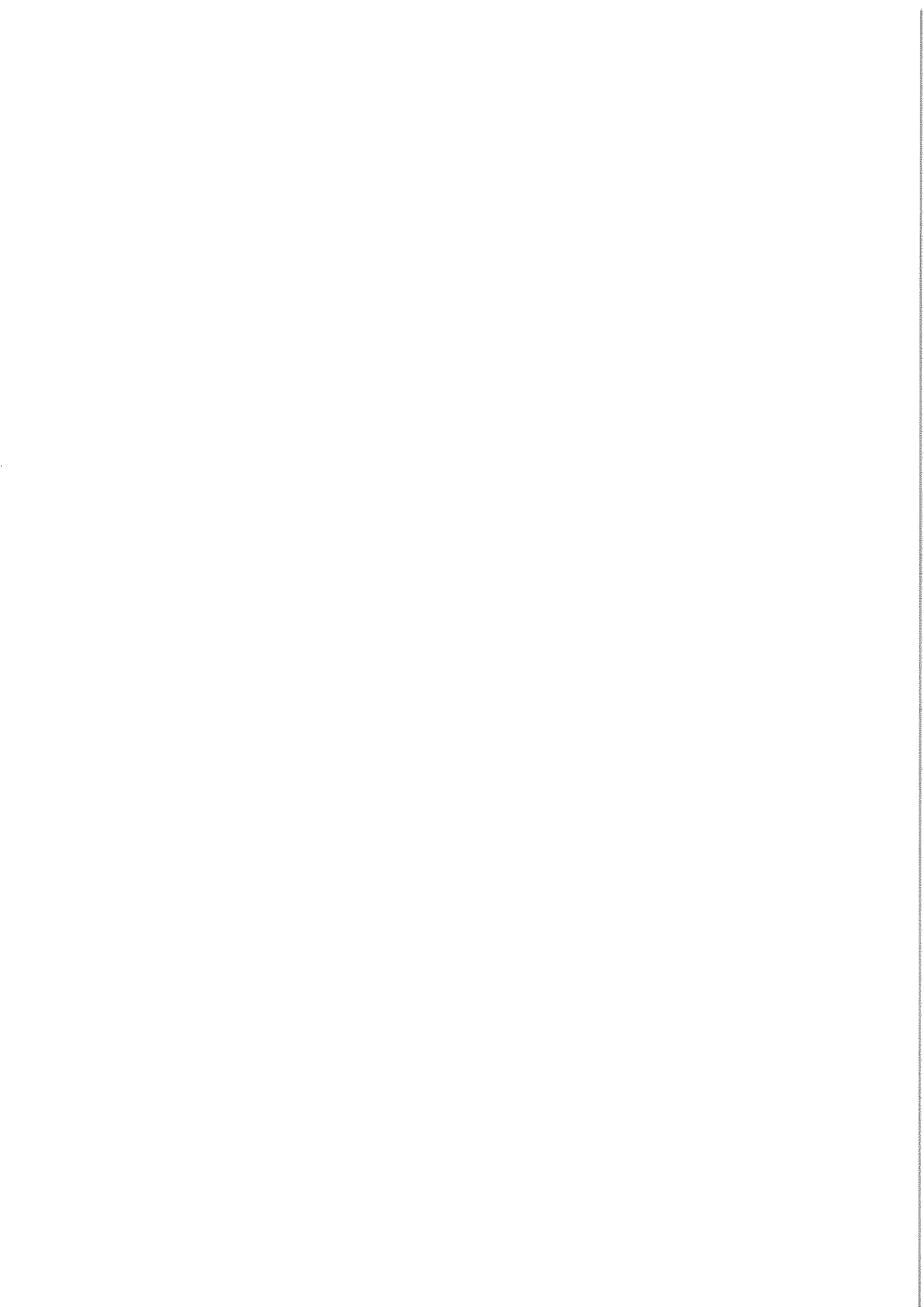
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Annexure A

This Annexure A to ASIC form 603 of Superloop
Limited

Signed by Greg Bryant company secretary of
Superloop Limited ACN 169 263 064


Signature of Greg Bryant



Voluntary restriction deed

Superloop Limited ACN 169 263 094

Bevan Andrew Slattery

Version: 1

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Voluntary restriction deed

Dated 27 APRIL 2015

Parties

Company **Superloop Limited ACN 169 263 094**
of 16 Church Street, Fortitude Valley, Queensland, 4006

Holder **The party listed in item 1 of the Schedule**
of the address listed in item 1 of the Schedule

Background

- A The Company has issued securities to the Holder.
- B The Holder holds the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily for the benefit of the Company.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Bidder	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.

Term	Definition
Condition Precedent	means the condition precedent to performance of the obligations under this document, set out in clause 3.
Continuing Clauses	means clauses 7, 8, 9, 10 of this document.
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Prospectus	means the prospectus issued by the Company for its initial public offering.
Restricted Period	means the period set out in item 2 of the Schedule.
Securities	means the securities set out in item 3 of the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).
Underwriters	means Moelis Advisory Pty Limited ACN 142 008 443 and Morgans Corporate Limited ACN 010 539 607.

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa; and
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns.

2 Condition precedent

2.1 Condition precedent to performance of the deed

Except for the Continuing Clauses, performance of the obligations under this document is subject to satisfaction or waiver of the following condition (**Condition Precedent**):

Clause	Condition precedent	Benefiting party
(a)	The Company being admitted on to the official list of the ASX on or before 30 June 2015.	Holder

2.2 Parties must cooperate

Each party must:

- (a) cooperate with the other party and use its best endeavours to ensure the Condition Precedent are satisfied as soon as reasonably possible;
- (b) sign and deliver all documents and do everything necessary or desirable to carry out its obligations under clause 2;
- (c) take no action that might prevent or hinder satisfaction of the Condition Precedent;
- (d) supply to the other party copies of all applications made and all information supplied to third parties to enable satisfaction of the Condition Precedent;
- (e) keep the other party regularly informed of the status of any discussions or negotiations with relevant third parties about the Condition Precedent; and
- (f) promptly give written notice to the other party when aware of the satisfaction of the Condition Precedent, or of any Condition Precedent that cannot be satisfied.

2.3 Waiver of condition precedent

The Holder can waive the Condition Precedent by notice to the Company.

2.4 Termination if condition not fulfilled

If the Condition Precedent is not satisfied, or waived under clause 2.3, then all rights and obligations under this document, other than:

- (a) the Continuing Clauses; and
- (b) rights that accrue before that date,

terminate on 1 July 2015.

2.5 Satisfaction of condition precedent

For the avoidance of doubt the Condition Precedent is deemed to have been satisfied on the date on which the Company is admitted on to the official list of the ASX.

3 Restrictions

3.1 Holder activity during Restricted Period

Subject to clauses 2, 4, 5 and 6, during the Restricted Period the Holder must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Securities.

3.2 Holding lock

If the Securities are kept on an issuer sponsored subregister, the Holder agrees to the application of a holding lock to the Securities.

3.3 Incapacitation of the Holder

In the event of incapacitation (such that the Holder is unable to physically or mental carry out his normal activities) or death of the Holder during the Restricted Period, clause 3.1 will cease to apply from the date the Holder or his legal representative notifies the Company of the Holder's incapacitation or death.

4 Takeover Bid

4.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 3 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary shares of the Company; and
- (b) holders of at least half of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

4.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for holding locks in respect of the Securities to be reapplied.

5 Merger

5.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 3 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

5.2 Return of holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for holding locks in respect of the Securities to be reapplied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder whereby the Holder agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the terms thereof must:

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;

- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 3 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 3 for the sole purpose of accepting the Offer.

7 Warranties

7.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 3 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

7.2 Breach of warranties

A breach of the warranties in clause 7.1 is a breach of this document.

8 Consequences of breaching this document

8.1 Enforcement

If the Company anticipates that the Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

8.2 Consequences of breach

If the Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless the Company is prohibited from doing so by the Listing Rules.

9 General

9.1 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

9.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

9.3 Amendments and waivers

- (a) This document may only be amended by written agreement between all parties.
- (b) Any waiver of the restrictions in clause 2 by the Company under clause 6 must first be approved by the Underwriters in writing (such approval not to be unreasonably withheld).

10 Notice

10.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address;
 - (iii) sent by email to that person's email address; or
 - (iv) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has

been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

10.2 When is notice given

A notice, consent or communication delivered under clause 10.1 is given and received:

- (a) if it is hand delivered or sent by fax or email:
 - (i) by 5.00pm (local time in the place of receipt) on a Business Day – on that day; or
 - (ii) after 5.00pm (local time in the place of receipt) on a Business Day, or at any time on a day that is not a Business Day – on the next Business Day; and
- (b) if it is sent by post:
 - (i) within Australia – three Business Days after posting; or
 - (ii) to or from a place outside Australia – seven Business Days after posting.

10.3 Address for notices

A person's address, fax number and email address are those set out below, or as the person notifies the sender:

Holder:

Bevan Slattery
16 Church Street, Fortitude Valley, 4006
Fax: +61 7 3088 5998
Email: bevan.slattery@capitalb.net

Company:

Company Secretary
16 Church Street, Fortitude Valley, 4006
Fax: +61 7 3088 5998
Email: greg.bryant@superloop.com

Schedule

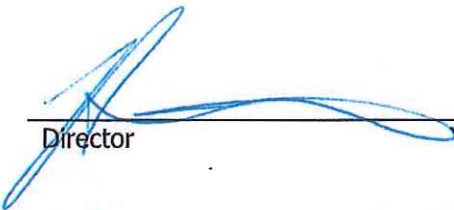
Particulars (clause 1)

1 Holder	Bevan Andrew Slattery of 16 Church Street, Fortitude Valley, Queensland 4006
2 Restricted Period (the period during which the Securities are restricted)	Commencing on the date on which the Company is listed on the ASX and ending on the date which is 24 months thereafter.
3 Particulars of Securities	All of the fully paid ordinary shares in the Company held by the Holder which are not Restricted Securities under the Listing Rules as at the date of the Prospectus.


Execution

EXECUTED as a deed

Signed sealed and delivered
by
Superloop Limited ACN 169 263 094 by:


A  _____
Director

A GREGORY BRYANT
Full name of Director

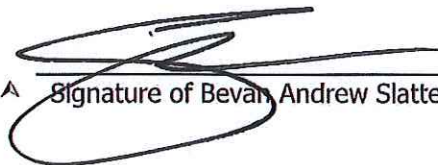
A  _____
Director/Secretary

A GREGORY J BRYANT
Full name of Director/Secretary

Signed sealed and delivered
by Bevan Andrew Slattery in the presence of:

A  _____
Signature of witness

A DANIEL SIARAN
Name of witness (print)

A  _____
Signature of Bevan Andrew Slattery