

**Form 604**Corporations Act 2001  
Section 671B**Notice of change of interests of substantial holder**To Company Name/Scheme **SUPERLOOP LIMITED**ACN/ARSN **169 263 094****1. Details of substantial holder (1)**Name **SUPERLOOP LIMITED**ACN/ARSN (if applicable) **169 263 094**There was a change in the interests of the  
substantial holder on **11/12/2015**The previous notice was given to the company on **04/06/2015**The previous notice was dated **09/06/2015****2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
<b>SUPERLOOP LIMITED</b>	<b>30,000,000</b>	<b>33.33%</b>	<b>31,575,478</b>	<b>27.79%</b>

**3. Changes in relevant interests**

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
<b>Refer to Annexure A</b>					

**4. Present relevant interests**

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
<b>Refer to Annexure A</b>					

## 5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

Name and ACN/ARSN (if applicable)	Nature of association
N/A	

## 6. Addresses

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

Name	Address
SUPERLOOP LIMITED	14-16 Church Street Fortitude Valley QLD 4006

## Signature

print name **Gregory Bryant** capacity **COMPANY SECRETARY**

sign here  date 15 / 12 / 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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) Include details of:
  - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (7) Details of the consideration must include any and all benefits, money 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

# Annexure A

This Annexure A to ASIC form 604 of Superloop Limited

Signed by Gregory Bryant company secretary of  
Superloop Limited ACN 169 263 094

  
Signature of Gregory Bryant

## ANNEXURE A

### 3. Change in relevant interests

<b>Date of Change</b>	<b>Person whose relevant interest changed</b>	<b>Nature of change (6)</b>	<b>Consideration given in relation to change (7)</b>	<b>Class and number of securities affected</b>	<b>Person's votes affected</b>
16/10/2015	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	No consideration paid, relevant interest acquired under terms of a deed	448,833 ordinary shares	448,833
16/10/2015	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	No consideration paid, relevant interest acquired under terms of a deed	448,833 ordinary shares	448,833
30/11/2015	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	No consideration paid, relevant interest acquired under terms of a deed	338,906 ordinary shares	338,906
30/11/2015	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	No consideration paid, relevant interest acquired under terms of a deed	225,937 ordinary shares	225,937
30/11/2015	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	No consideration paid, relevant interest acquired under terms of a deed	112,969 ordinary shares	112,969
11/12/2015	Superloop Limited	Dilution of relevant interest due to issue of new shares by SLC through Placement	NIL	31,575,478 ordinary shares	31,575,478

## ANNEXURE A


### 4. Present relevant interests

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities affected	Person's votes
Superloop Limited	Bevan Andrew Slattery	Bevan Andrew Slattery	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 ordinary shares	30,000,000
Superloop Limited	Invest RC Pty Ltd as trustee for the Crouch Investment Trust	Invest RC Pty Ltd as trustee for the Crouch Investment Trust	Section 608(1)(c) – power to control the disposal of the securities under the terms of a voluntary restriction deed with the registered holder	448,833 ordinary shares	448,833
Superloop Limited	MJG APEXn Pty Ltd as trustee for the MJB Family Trust	MJG APEXn Pty Ltd as trustee for the MJB Family Trust	Section 608(1)(c) – power to control the disposal of the securities under the terms of a voluntary restriction deed with the registered holder	448,833 ordinary shares	448,833
Superloop Limited	Hume Clark Pty Ltd as trustee for Hume Clark Family	Hume Clark Pty Ltd as trustee for Hume Clark Family	Section 608(1)(c) – power to control the disposal of the securities under the terms of a voluntary restriction deed with the registered holder	338,906 ordinary shares	338,906
Superloop Limited	Simon Hackett ATF Hackett Trust	Simon Hackett ATF Hackett Trust	Section 608(1)(c) – power to control the disposal of the securities under the terms of a voluntary restriction deed with the registered holder	225,937 ordinary shares	225,937
Superloop Limited	Gawain and Grail Nominees Pty Ltd as trustee for the Gawain and Gail Trust	Gawain and Grail Nominees Pty Ltd as trustee for the Gawain and Gail Trust	Section 608(1)(c) – power to control the disposal of the securities under the terms of a voluntary restriction deed with the registered holder	112,969 ordinary shares	112,969

# Annexure B

This Annexure B to ASIC form 604 of Superloop Limited

Signed by Gregory Bryant company secretary of Superloop Limited ACN 169 263 094

  
A \_\_\_\_\_  
Signature of Gregory Bryant

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## Voluntary escrow deed

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Superloop Limited ACN 169 263 094

Ryan Stewart Crouch

Version: 1

# Table of contents

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<b>Parties</b>	<b>1</b>
<b>Background</b>	<b>1</b>
<b>Agreed terms</b>	<b>1</b>
<b>1 Definitions and interpretation</b>	<b>1</b>
1.1 Definitions	1
1.2 Interpretation	2
<b>2 Restrictions</b>	<b>2</b>
2.1 Holder activity during Restricted Period	2
2.2 Holding lock	2
<b>3 Takeover Bid</b>	<b>3</b>
3.1 Release during Takeover Bid	3
3.2 Return of holding lock	3
<b>4 Merger</b>	<b>3</b>
4.1 Release during merger	3
4.2 Return of holding lock	3
<b>5 Pre-bid Acceptance Agreements</b>	<b>3</b>
5.1 Entry into Pre-bid Acceptance Agreements	3
5.2 Limited release	4
<b>6 Warranties</b>	<b>4</b>
6.1 Holder's warranties	4
6.2 Breach of warranties	4
<b>7 Consequences of breaching this document</b>	<b>4</b>
7.1 Enforcement	4
7.2 Consequences of breach	4
<b>8 Facsimile</b>	<b>5</b>
<b>9 General</b>	<b>5</b>
9.1 Governing law and jurisdiction	5
9.2 Counterparts	5
9.3 Amendments and waivers	5
<b>10 Notice</b>	<b>5</b>
10.1 Method of giving notice	5



10.2	When is notice given	5
10.3	Address for notices	6

<b>Execution</b>	-----	<b>7</b>
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# Voluntary escrow deed

Dated

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## Parties

<b>Company</b>	<b>Superloop Limited ACN 169 263 094</b> of 16 Church Street, Fortitude Valley, Queensland 4006
<b>Holder</b>	<b>Ryan Stewart Crouch</b> of 29 Wurinya Street, The Gap, Queensland 4061

## 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

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#### 1.1 Definitions

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

<b>Term</b>	<b>Definition</b>
<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Bidder</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).
<b>Business Day</b>	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.
<b>Listing Rules</b>	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.
<b>Restricted Period</b>	means from the period ending on the date that is 12 months following the issue of the relevant Securities.
<b>Securities</b>	means all of the Consideration Shares allotted and issued to the

<b>Term</b>	<b>Definition</b>
	Holder in accordance with the Share Purchase Agreement.
<b>Share Component</b>	means the shares in the capital of the Company allotted and issued to the Holder in accordance with the Share Purchase Agreement.
<b>Share Purchase Agreement</b>	means the share purchase agreement between the Company, Matthew James Gregg and the Holder dated on or around the date of this document for the sale and purchase of the shares of APEXN PTY LTD ACN 113 804 569.
<b>Superior Proposal</b>	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"> <li>(a) reasonably capable of being completed; and</li> <li>(b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.</li> </ul>
<b>Takeover Bid</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

## 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 Restrictions

### 2.1 Holder activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not without the written consent of the Company:

- (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.

### 2.2 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 Takeover Bid

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#### 3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 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.

#### 3.2 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.

### 4 Merger

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#### 4.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 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).

#### 4.2 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.

### 5 Pre-bid Acceptance Agreements

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#### 5.1 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.

## **5.2 Limited release**

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 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 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

## **6 Warranties**

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### **6.1 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 2 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.

### **6.2 Breach of warranties**

A breach of the warranties in clause 6.1 is a breach of this document.

## **7 Consequences of breaching this document**

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### **7.1 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.

### **7.2 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.

## **8 Facsimile**

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The parties agree that an executed facsimile copy of this document will be binding on all parties.

## **9 General**

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### **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**

This document may only be amended by written agreement between all parties.

## **10 Notice**

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### **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 as set out in this document or as the person notifies the sender.


## Execution

EXECUTED as a deed

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

  
^ \_\_\_\_\_  
Director

  
^ \_\_\_\_\_  
Full name of Director


  
^ \_\_\_\_\_  
Director/Secretary

  
^ \_\_\_\_\_  
Full name of Director/Secretary

Signed sealed and delivered  
by Ryan Stewart Crouch in the presence of:

  
^ \_\_\_\_\_  
Signature of witness

  
^ \_\_\_\_\_  
Name of witness (print)

  
^ \_\_\_\_\_  
Signature of Ryan Stewart Crouch



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## Voluntary escrow deed

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Superloop Limited ACN 169 263 094

Matthew James Gregg

Version: 1

# Table of contents

<b>Parties</b>	<b>1</b>
<b>Background</b>	<b>1</b>
<b>Agreed terms</b>	<b>1</b>
<b>1 Definitions and interpretation</b>	<b>1</b>
1.1 Definitions	1
1.2 Interpretation	2
<b>2 Restrictions</b>	<b>2</b>
2.1 Holder activity during Restricted Period	2
2.2 Holding lock	2
<b>3 Takeover Bid</b>	<b>3</b>
3.1 Release during Takeover Bid	3
3.2 Return of holding lock	3
<b>4 Merger</b>	<b>3</b>
4.1 Release during merger	3
4.2 Return of holding lock	3
<b>5 Pre-bid Acceptance Agreements</b>	<b>3</b>
5.1 Entry into Pre-bid Acceptance Agreements	3
5.2 Limited release	4
<b>6 Warranties</b>	<b>4</b>
6.1 Holder's warranties	4
6.2 Breach of warranties	4
<b>7 Consequences of breaching this document</b>	<b>4</b>
7.1 Enforcement	4
7.2 Consequences of breach	4
<b>8 Facsimile</b>	<b>5</b>
<b>9 General</b>	<b>5</b>
9.1 Governing law and jurisdiction	5
9.2 Counterparts	5
9.3 Amendments and waivers	5
<b>10 Notice</b>	<b>5</b>
10.1 Method of giving notice	5

10.2	When is notice given	5
10.3	Address for notices	6

<b>Execution</b>	-----	<b>7</b>
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# Voluntary escrow deed

Dated

## Parties

<b>Company</b>	<b>Superloop Limited ACN 169 263 094</b> of 16 Church Street, Fortitude Valley, Queensland 4006
<b>Holder</b>	<b>Matthew James Gregg</b> of 35 Rinavore Street, Ferny Grove, Queensland 4055

## 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:

<b>Term</b>	<b>Definition</b>
<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Bidder</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).
<b>Business Day</b>	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.
<b>Listing Rules</b>	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.
<b>Restricted Period</b>	means from the period ending on the date that is 12 months following the issue of the relevant Securities.
<b>Securities</b>	means all of the Consideration Shares allotted and issued to the

<b>Term</b>	<b>Definition</b>
	Holder in accordance with the Share Purchase Agreement.
<b>Share Component</b>	means the shares in the capital of the Company allotted and issued to the Holder in accordance with the Share Purchase Agreement.
<b>Share Purchase Agreement</b>	means the share purchase agreement between the Company, Ryan Stewart Crouch and the Holder dated on or around the date of this document for the sale and purchase of the shares of APEXN PTY LTD ACN 113 804 569.
<b>Superior Proposal</b>	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"> <li>(a) reasonably capable of being completed; and</li> <li>(b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.</li> </ul>
<b>Takeover Bid</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

## 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 Restrictions

### 2.1 Holder activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not without the written consent of the Company:

- (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.

### 2.2 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 Takeover Bid**

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#### **3.1 Release during Takeover Bid**

The Company must release all or any part of the Securities from the restrictions in clause 2 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.

#### **3.2 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.

### **4 Merger**

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#### **4.1 Release during merger**

The Company must release all or any part of the Securities from the restrictions in clause 2 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).

#### **4.2 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.

### **5 Pre-bid Acceptance Agreements**

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#### **5.1 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.

## **5.2 Limited release**

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 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 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

## **6 Warranties**

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### **6.1 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 2 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.

### **6.2 Breach of warranties**

A breach of the warranties in clause 6.1 is a breach of this document.

## **7 Consequences of breaching this document**

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### **7.1 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.

### **7.2 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.

## **8 Facsimile**

---

The parties agree that an executed facsimile copy of this document will be binding on all parties.

## **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**

This document may only be amended by written agreement between all parties.

## **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 as set out in this document or as the person notifies the sender.


## Execution

EXECUTED as a deed

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

  
^ Director

DANIEL E. ABRAHAMS  
^ Full name of Director

  
^ Director/Secretary

GREGORY J BRYANT  
^ Full name of Director/Secretary

Signed sealed and delivered  
by Matthew James Gregg in the presence of:

  
^ Signature of Matthew James Gregg

Renshaw.  
^ Signature of witness

Rebecca Renshaw  
^ Name of witness (print)

---

## Voluntary escrow deed

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Superloop Limited ACN 169 263 094

Hume Clark Pty Ltd ACN 101 300 494 as trustee for the Hume Clark Family Trust

# Table of contents

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<b>Parties</b>	<b>1</b>
<b>Background</b>	<b>1</b>
<b>Agreed terms</b>	<b>1</b>
<b>1 Definitions and interpretation</b>	<b>1</b>
1.1 Definitions	1
1.2 Interpretation	2
<b>2 Restrictions</b>	<b>2</b>
2.1 Holder activity during Restricted Period	2
2.2 Holding lock	2
<b>3 Takeover Bid</b>	<b>2</b>
3.1 Release during Takeover Bid	2
3.2 Return of holding lock	3
<b>4 Merger</b>	<b>3</b>
4.1 Release during merger	3
4.2 Return of holding lock	3
<b>5 Pre-bid Acceptance Agreements</b>	<b>3</b>
5.1 Entry into Pre-bid Acceptance Agreements	3
5.2 Limited release	4
<b>6 Warranties</b>	<b>4</b>
6.1 Holder's warranties	4
6.2 Breach of warranties	4
<b>7 Consequences of breaching this document</b>	<b>4</b>
7.1 Enforcement	4
7.2 Consequences of breach	4
<b>8 Facsimile</b>	<b>4</b>
<b>9 General</b>	<b>5</b>
9.1 Governing law and jurisdiction	5
9.2 Counterparts	5
9.3 Amendments and waivers	5
<b>10 Notice</b>	<b>5</b>
10.1 Method of giving notice	5

10.2	When is notice given	5
10.3	Address for notices	6
<b>Execution</b>	-----	<b>7</b>

# Voluntary escrow deed

Dated

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## Parties

<b>Company</b>	<b>Superloop Limited ACN 169 263 094</b> of 16 Church Street, Fortitude Valley, Queensland 4006
<b>Holder</b>	<b>Hume Clark Pty Ltd ACN 101 300 494 as trustee for the Hume Clark Family Trust</b> of 20 Cremorne Street, Fullarton, South Australia 5063

## 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:

<b>Term</b>	<b>Definition</b>
<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Bidder</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).
<b>Business Day</b>	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.
<b>Listing Rules</b>	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.
<b>Restricted Period</b>	means the 12 month period commencing on the date of issue of the relevant Securities.

<b>Term</b>	<b>Definition</b>
<b>Securities</b>	means all of the Consideration Shares allotted and issued to the Holder in accordance with the Share Purchase Agreement.
<b>Share Purchase Agreement</b>	means the share purchase agreement between the Company, the Holder and others dated on or around the date of this document for the sale and purchase of the shares of CINENET SYSTEMS PTY LTD ACN 104 900 030.
<b>Superior Proposal</b>	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"> <li>(a) reasonably capable of being completed; and</li> <li>(b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.</li> </ul>
<b>Takeover Bid</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

## **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 Restrictions**

### **2.1 Holder activity during Restricted Period**

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not without the written consent of the Company:

- (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.

### **2.2 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 Takeover Bid**

### **3.1 Release during Takeover Bid**

The Company must release all or any part of the Securities from the restrictions in clause 2 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.

### **3.2 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.

## **4 Merger**

---

### **4.1 Release during merger**

The Company must release all or any part of the Securities from the restrictions in clause 2 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).

### **4.2 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.

## **5 Pre-bid Acceptance Agreements**

---

### **5.1 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.

## **5.2 Limited release**

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 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 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

## **6 Warranties**

---

### **6.1 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 2 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.

### **6.2 Breach of warranties**

A breach of the warranties in clause 6.1 is a breach of this document.

## **7 Consequences of breaching this document**

---

### **7.1 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.

### **7.2 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.

## **8 Facsimile**

---

The parties agree that an executed facsimile copy of this document will be binding on all parties.

## **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**

This document may only be amended by written agreement between all parties.

## **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 as set out in this document or as the person notifies the sender.

## Execution

EXECUTED as a deed

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

  
^ Director

DANIEL E. ABRAHAMS  
^ Full name of Director

  
^ Director/Secretary

GREGORY J BRYANT  
^ Full name of Director/Secretary

Singed sealed and delivered  
by Hume Clark Pty Ltd ACN 101 300 494 as trustee  
for the Hume Clark Family Trust by:

  
^ Director

Briony Helen Hume  
^ Full name of director

  
^ Director/Secretary

Richard Anthony James CLARK  
^ Full name of director/secretary

---

## Voluntary escrow deed

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Superloop Limited ACN 169 263 094

Simon Hackett ATF Simon Hackett Trust

# Table of contents

---

<b>Parties</b>	<b>1</b>
<b>Background</b>	<b>1</b>
<b>Agreed terms</b>	<b>1</b>
<b>1 Definitions and interpretation</b>	<b>1</b>
1.1 Definitions	1
1.2 Interpretation	2
<b>2 Restrictions</b>	<b>2</b>
2.1 Holder activity during Restricted Period	2
2.2 Holding lock	2
<b>3 Takeover Bid</b>	<b>2</b>
3.1 Release during Takeover Bid	2
3.2 Return of holding lock	3
<b>4 Merger</b>	<b>3</b>
4.1 Release during merger	3
4.2 Return of holding lock	3
<b>5 Pre-bid Acceptance Agreements</b>	<b>3</b>
5.1 Entry Into Pre-bid Acceptance Agreements	3
5.2 Limited release	4
<b>6 Warranties</b>	<b>4</b>
6.1 Holder's warranties	4
6.2 Breach of warranties	4
<b>7 Consequences of breaching this document</b>	<b>4</b>
7.1 Enforcement	4
7.2 Consequences of breach	4
<b>8 Facsimile</b>	<b>4</b>
<b>9 General</b>	<b>5</b>
9.1 Governing law and jurisdiction	5
9.2 Counterparts	5
9.3 Amendments and waivers	5
<b>10 Notice</b>	<b>5</b>
10.1 Method of giving notice	5

10.2	When is notice given	5
10.3	Address for notices	6

**Execution**-----7

# Voluntary escrow deed

Dated

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## Parties

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

**Holder**                    **Simon Hackett as trustee for the Simon Hackett Trust**  
of 4 Desamarez Street, Kensington Park, South Australia 5068

## 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:

<b>Term</b>	<b>Definition</b>
<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Bidder</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).
<b>Business Day</b>	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.
<b>Listing Rules</b>	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.
<b>Restricted Period</b>	means the 12 month period commencing on the date of issue of the relevant Securities.



<b>Term</b>	<b>Definition</b>
<b>Securities</b>	means all of the Consideration Shares allotted and issued to the Holder in accordance with the Share Purchase Agreement.
<b>Share Purchase Agreement</b>	means the share purchase agreement between the Company, the Holder and others dated on or around the date of this document for the sale and purchase of the shares of CINENET SYSTEMS PTY LTD ACN 104 900 030.
<b>Superior Proposal</b>	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"> <li>(a) reasonably capable of being completed; and</li> <li>(b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.</li> </ul>
<b>Takeover Bid</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

## 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 Restrictions

### 2.1 Holder activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not without the written consent of the Company:

- (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.

### 2.2 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 Takeover Bid

### 3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 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.

### **3.2 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.

## **4 Merger**

---

### **4.1 Release during merger**

The Company must release all or any part of the Securities from the restrictions in clause 2 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).

### **4.2 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.

## **5 Pre-bid Acceptance Agreements**

---

### **5.1 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.

## **5.2 Limited release**

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 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 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

## **6 Warranties**

---

### **6.1 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 2 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.

### **6.2 Breach of warranties**

A breach of the warranties in clause 6.1 is a breach of this document.

## **7 Consequences of breaching this document**

---

### **7.1 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.

### **7.2 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.

## **8 Facsimile**

---

The parties agree that an executed facsimile copy of this document will be binding on all parties.

## **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**

This document may only be amended by written agreement between all parties.

## **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 as set out in this document or as the person notifies the sender.

## Execution

EXECUTED as a deed

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

  
A \_\_\_\_\_  
Director

DANIEL E. ABRAHAMS  
A \_\_\_\_\_  
Full name of Director

  
A \_\_\_\_\_  
Director/Secretary

GREGORY J BRYANT  
A \_\_\_\_\_  
Full name of Director/Secretary

Signed sealed and delivered  
by Simon Hackett as trustee for the Simon Hackett  
Trust in the presence of:

  
A \_\_\_\_\_  
Signature of witness

SEAN HAGGOOD  
A \_\_\_\_\_  
Name of witness (print)

  
A \_\_\_\_\_  
Signature of Simon Hackett

---

## Voluntary escrow deed

---

Superloop Limited ACN 169 263 094

Gawain and Grail Nominees Pty Ltd ACN 079 658 861 as trustee for the  
Gawain and Gail Trust

# Table of contents

---

<b>Parties</b>	<b>1</b>
<b>Background</b>	<b>1</b>
<b>Agreed terms</b>	<b>1</b>
<b>1 Definitions and interpretation</b>	<b>1</b>
1.1 Definitions	1
1.2 Interpretation	2
<b>2 Restrictions</b>	<b>2</b>
2.1 Holder activity during Restricted Period	2
2.2 Holding lock	2
<b>3 Takeover Bid</b>	<b>2</b>
3.1 Release during Takeover Bid	2
3.2 Return of holding lock	3
<b>4 Merger</b>	<b>3</b>
4.1 Release during merger	3
4.2 Return of holding lock	3
<b>5 Pre-bid Acceptance Agreements</b>	<b>3</b>
5.1 Entry into Pre-bid Acceptance Agreements	3
5.2 Limited release	4
<b>6 Warranties</b>	<b>4</b>
6.1 Holder's warranties	4
6.2 Breach of warranties	4
<b>7 Consequences of breaching this document</b>	<b>4</b>
7.1 Enforcement	4
7.2 Consequences of breach	4
<b>8 Facsimile</b>	<b>4</b>
<b>9 General</b>	<b>5</b>
9.1 Governing law and jurisdiction	5
9.2 Counterparts	5
9.3 Amendments and waivers	5
<b>10 Notice</b>	<b>5</b>
10.1 Method of giving notice	5



10.2	When is notice given	5
10.3	Address for notices	6
<b>Execution</b> -----		<b>7</b>

# Voluntary escrow deed

Dated

## Parties

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

**Holder**                    **Gawain and Grail Nominees Pty Ltd ACN 079 658 861**  
**as trustee for the Gawain and Grail Trust**  
of 128 Waterfall Gully Road, Waterfall Gully, South Australia 5066

## 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:

<b>Term</b>	<b>Definition</b>
<b>ASX</b>	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
<b>Bidder</b>	has the meaning given to that term in the <i>Corporations Act 2001 (Cth)</i> .
<b>Business Day</b>	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.
<b>Listing Rules</b>	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.
<b>Restricted Period</b>	means the 12 month period commencing on the date of issue of the relevant Securities.

<b>Term</b>	<b>Definition</b>
<b>Securities</b>	means all of the Consideration Shares allotted and issued to the Holder in accordance with the Share Purchase Agreement.
<b>Share Purchase Agreement</b>	means the share purchase agreement between the Company, the Holder and others dated on or around the date of this document for the sale and purchase of the shares of CINENET SYSTEMS PTY LTD ACN 104 900 030.
<b>Superior Proposal</b>	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"> <li>(a) reasonably capable of being completed; and</li> <li>(b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.</li> </ul>
<b>Takeover Bid</b>	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

## **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 Restrictions**

### **2.1 Holder activity during Restricted Period**

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not without the written consent of the Company:

- (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.

### **2.2 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 Takeover Bid**

### **3.1 Release during Takeover Bid**

The Company must release all or any part of the Securities from the restrictions in clause 2 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.

### **3.2 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.

## **4 Merger**

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### **4.1 Release during merger**

The Company must release all or any part of the Securities from the restrictions in clause 2 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).

### **4.2 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.

## **5 Pre-bid Acceptance Agreements**

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### **5.1 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.

## **5.2 Limited release**

- (a) Subject to clause 5.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 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 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

## **6 Warranties**

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### **6.1 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 2 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.

### **6.2 Breach of warranties**

A breach of the warranties in clause 6.1 is a breach of this document.

## **7 Consequences of breaching this document**

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### **7.1 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.

### **7.2 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.

## **8 Facsimile**

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The parties agree that an executed facsimile copy of this document will be binding on all parties.

## **9 General**

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### **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**

This document may only be amended by written agreement between all parties.

## **10 Notice**

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### **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 as set out in this document or as the person notifies the sender.

## Execution

EXECUTED as a deed

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


  
A \_\_\_\_\_  
Director

DANIEL E. ABRAHAMS  
A \_\_\_\_\_  
Full name of Director


  
A \_\_\_\_\_  
Director/Secretary

GREGORY J BRYANT  
A \_\_\_\_\_  
Full name of Director/Secretary

Signed sealed and delivered  
by Gawain and Grail Nominees Pty Ltd ACN 079  
658 861 as trustee for the Gawain and Grail Trust  
by:

  
A \_\_\_\_\_  
Director

WAYNE NEWTON LEWIS  
A \_\_\_\_\_  
Full name of director

  
A \_\_\_\_\_  
Director/Secretary

GAIL MICHELLE FULLER  
A \_\_\_\_\_  
Full name of director/secretary