

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To: Company name/Scheme Urbanise.com Limited
ACN/ARSN 095 768 086

1. Details of substantial holder (1)

Name Urbanise.com Limited
ACN (if applicable) 095 768 086

The holder became a substantial holder on 22 September 2014

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	Persons' votes (5)	Voting power (6)
Ordinary shares	150,060,913	150,060,913	69.17%

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
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Benjamin John Churchill). See Annexure A for a copy of the restriction deed.	1,301,550 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Robert Gordon Cumming). See Annexure B for a copy of the restriction deed.	1,440,000 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Robert Gordon Cumming as trustee for the Cumming Payne Family Trust). See Annexure C for a copy of the restriction deed.	3,672,273 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Kenneth Cumming as trustee for the Cumming Payne Superannuation Fund). See Annexure D for a copy of the restriction deed.	657,180 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Pierce ESIM Pte Limited). See Annexure E for a copy of the restriction deed.	36,444,340 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Pierce CIM Pte Limited). See Annexure F for a copy of the restriction deed.	32,040,580 ordinary shares

Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Cisco Systems, Inc.). See Annexure G for a copy of the restriction deed.	28,000,460 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Michael McGeever). See Annexure H for a copy of the restriction deed.	12,957,580 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Helix CS Pte Limited). See Annexure I for a copy of the restriction deed.	11,000,000 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (CNA Group Ltd). See Annexure J for a copy of the restriction deed.	10,216,860 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Construction Industry Solutions Limited). See Annexure K for a copy of the restriction deed.	5,664,150 ordinary shares
Urbanise.com Limited	Relevant interest under subsection 608(1)(c) of the Corporations Act 2001 – Urbanise has the power to control the disposal of these shares by virtue of the voluntary restriction deed entered into with the registered holder (Ekoglobal Pty Ltd). See Annexure L for a copy of the restriction deed.	6,665,940 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
Urbanise.com Limited	Benjamin John Churchill	Benjamin John Churchill	1,301,550 ordinary shares
Urbanise.com Limited	Robert Gordon Cumming	Robert Gordon Cumming	1,440,000 ordinary shares
Urbanise.com Limited	Robert Gordon Cumming as trustee for the Cumming Payne Family Trust	Robert Gordon Cumming as trustee for the Cumming Payne Family Trust	3,672,273 ordinary shares
Urbanise.com Limited	Kenneth Cumming as trustee for the Cumming Payne Superannuation Fund	Kenneth Cumming as trustee for the Cumming Payne Superannuation Fund	657,180 ordinary shares
Urbanise.com Limited	Pierce ESIM Pte Limited	Pierce ESIM Pte Limited	36,444,340 ordinary shares
Urbanise.com Limited	Pierce CIM Pte Limited	Pierce CIM Pte Limited	32,040,580 ordinary shares
Urbanise.com Limited	Cisco Systems, Inc.	Cisco Systems, Inc.	28,000,460 ordinary shares
Urbanise.com Limited	Michael McGeever	Michael McGeever	12,957,580 ordinary shares
Urbanise.com Limited	Helix CS Pte Limited	Helix CS Pte Limited	11,000,000 ordinary shares
Urbanise.com Limited	CNA Group Ltd	CNA Group Ltd	10,216,860 ordinary shares
Urbanise.com Limited	Construction Industry Solutions Limited	Construction Industry Solutions Limited	5,664,150 ordinary shares
Urbanise.com Limited	Ekoglobal Pty Ltd	Ekoglobal Pty Ltd	6,665,940 ordinary shares

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	
Urbanise.com Limited	22 September 2014	N/A	N/A	150,060,913

6. Associates

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

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

7. Addresses

The addresses of the person named in this form are as follows:

Name	Address
Urbanise.com Limited and all other parties named in this form	C/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank Victoria 3006

Signature

Steven Stamboultgis
print name

Capacity Company Secretary

sign here



date

22 /09 /2014

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 arrangements, 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).

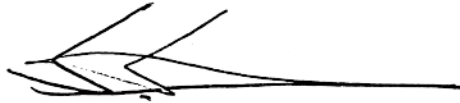
See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg if the relevant interest arises because of an option) write "unknown".
- (9) Details of the consideration must include any and all benefits, 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.

**This is Annexure "A" of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

Sign here _____

Date 22 / 09 / 2014



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

Benjamin John Churchill

This Voluntary Restriction Deed is made on

11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Benjamin John Churchill** of Meadows 3, Street 6, Villa 48, Dubai, United Arab Emirates (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 1,301,550 ordinary shares in the Company held by the Holder.

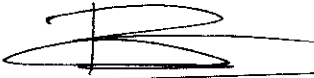
Share Registry means the Company's share registry.

4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Executed by the Parties as a Deed:


SIGNED by)
 Urbanise.com Limited)
 (ACN 095 768 086))
 in accordance with section 127 of the)
 Corporations Act:)



Director/Secretary

BEN CHURCHILL

Name (please print)



Director

ROBERT CUMMING.

Name (please print)

SIGNED by)
 Benjamin John Churchill)
)
)
)
)



Signature of witness



Benjamin John Churchill

Steven Stamboulis

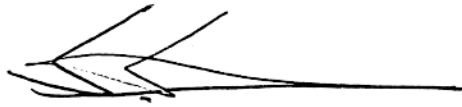
Name of witness (please print) and date

**This is Annexure "B" of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Sign here _____

Date **22 / 09 / 2014**



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

Robert Gordon Cumming

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Robert Gordon Cumming** of Unit 2, 214 Argyle Street, Fitzroy 3065, Victoria (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 1,440,000 ordinary shares in the Company held by the Holder.

Share Registry means the Company's share registry.

4.2. Interpretation

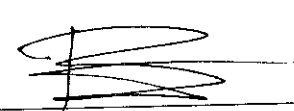
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- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Executed by the Parties as a Deed:

SIGNED by)
Urbanise.com Limited)
(ACN 095 768 086))
 in accordance with section 127 of the)
 Corporations Act:)



 Director/Secretary

ROBERT CUMMING
 Name (please print)

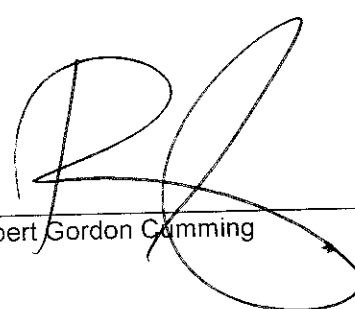

 Director

BEN CHURCHILL
 Name (please print)

SIGNED by)
Robert Gordon Cumming)
)
)
)
)


 Signature of witness

Stewart Shankar
 Name of witness (please print) and date

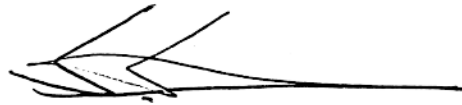

 Robert Gordon Cumming

**This is Annexure "C" of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Sign here _____

Date 22 / 09 / 2014



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

**Robert Gordon Cumming as trustee for the
Cumming-Payne Family Trust**

Watson Mangioni Lawyers Pty Limited
Corporate and Commercial Lawyers
Level 13, 50 Carrington Street
SYDNEY NSW 2000
Tel: (02) 9262 6666
Fax: (02) 9262 2626
Email: mail@wmlaw.com.au
Ref: MGB 2144001 MAK

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Robert Gordon Cumming as trustee for the Cumming-Payne Family Trust** of Unit 2, 214 Argyle Street, Fitzroy 3065, Victoria (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

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4. Definitions and Interpretation

4.1. Definitions

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Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 3,672,273 ordinary shares in the Company held by the Holder.

Share Registry means the Company's share registry.

4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

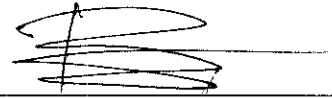
Executed by the Parties as a Deed:

SIGNED by)
Urbanise.com Limited)
(ACN 095 768 086))
 in accordance with section 127 of the)
 Corporations Act:)

Director/Secretary

ROBERT CUMMING

Name (please print)



Director

BEN CHURCHILL

Name (please print)

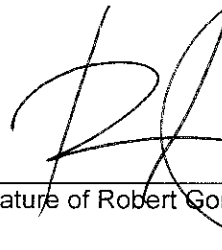
SIGNED by)
Robert Gordon Cumming as trustee for)
the Cumming-Payne Family Trust)
by its duly authorised representative in)
the presence of)



Signature of witness

Steven Stambartjis

Name of witness (please print) and date



Signature of Robert Gordon Cumming

ROBERT CUMMING, TRUSTEE

Title of authorised representative

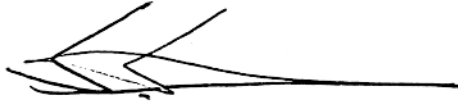
**This is Annexure "D" of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

Sign here _____

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a horizontal line.

Date 22 / 09 / 2014



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

**Kenneth William Cumming as trustee for the
Cumming Payne Superannuation Fund**

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Kenneth William Cumming as trustee for the Cumming Payne Superannuation Fund** of Unit 2, 214 Argyle Street, Fitzroy 3065, Victoria (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 657,180 ordinary shares in the Company held by the Holder.

Share Registry means the Company's share registry.

4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Executed by the Parties as a Deed:

SIGNED by
 Urbanise.com Limited
 (ACN 095 768 086)
 in accordance with section 127 of the
 Corporations Act:


 Director/Secretary

Robert Cumming
 Name (please print)



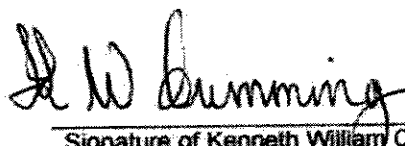
Director

Ben Churchill
 Name (please print)

SIGNED by
 Kenneth William Cumming as trustee for
 the Cumming Payne Superannuation
 Fund by its duly authorised
 representative in the presence of


 Signature of witness

Robert Cumming
 Name of witness (please print) and date


 Signature of Kenneth William Cumming

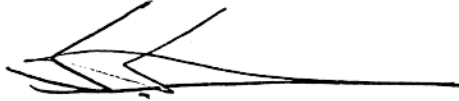
Trustee
 Title of authorised representative

**This is Annexure “E” of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke at the end.

Sign here _____

Date **22 / 09 / 2014**



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

Pierce ESIM Pte Limited

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Pierce ESIM Pte Limited** of 133 New Bridge Road, Chinatown, Point Singapore 059413, Singapore (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities;
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 36,444,340 ordinary shares in the Company held by the Holder.

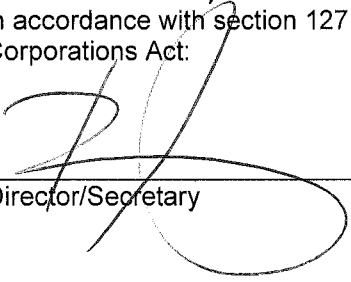
Share Registry means the Company's share registry.

4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Executed by the Parties as a Deed:


SIGNED by)
Urbanise.com Limited)
(ACN 095 768 086))
in accordance with section 127 of the)
Corporations Act:)



Director/Secretary

ROBERT CUMMING.

Name (please print)




Director

Ben Churchill

Name (please print)


SIGNED by)
Pierce ESIM Pte Limited)
by its duly authorised representative in)
the presence of)



Signature of witness

MADELEINE KULAKAUSKAS

Name of witness (please print) and date



Signature of authorised representative

David L. Cronin / Director

Name and title of authorised representative

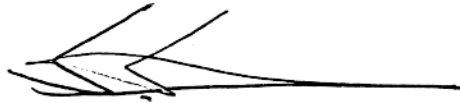
**This is Annexure "F" of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

Sign here _____

A handwritten signature in black ink, appearing to be 'S. Stamboultgis', written over a horizontal line.

Date

22 / 09 / 2014



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

Pierce CIM Pte Limited

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Pierce CIM Pte Limited** of 133 New Bridge Road, Chinatown, Point Singapore 059413, Singapore (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 32,040,580 ordinary shares in the Company held by the Holder.

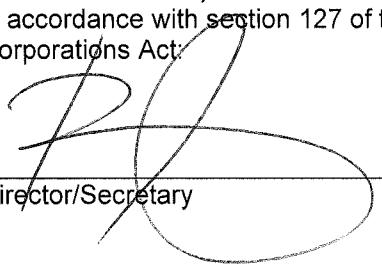
Share Registry means the Company's share registry.

4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

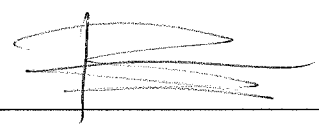
Executed by the Parties as a Deed:

SIGNED by)
Urbanise.com Limited)
(ACN 095 768 086))
in accordance with section 127 of the)
Corporations Act:)



Director/Secretary


ROBERT CUMMING
Name (please print)



Director


Ben Churchill
Name (please print)

SIGNED by)
Pierce CIM Pte Limited)
by its duly authorised representative in)
the presence of)



Signature of witness

MADELEINE KULAKAUSKAS
Name of witness (please print) and date



Signature of authorised representative

David-L. Cronin / Director.
Name and title of authorised representative

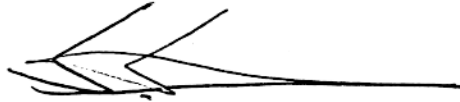
**This is Annexure “G” of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

Sign here _____

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Date 22 / 09 / 2014



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

Cisco Systems, Inc

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Cisco Systems, Inc.** of 170 West Tasman Drive, San Jose, CA 95134 (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the 12 month period commencing on the date the Company is admitted to the official list of the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 28,000,460 ordinary shares in the Company held by the Holder.

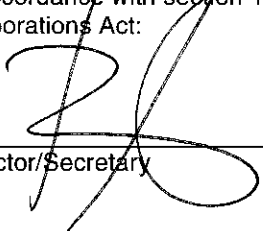
Share Registry means the Company's share registry.

4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Executed by the Parties as a Deed:


SIGNED by)
Urbanise.com Limited)
(ACN 095 768 086))
 in accordance with section 127 of the)
 Corporations Act:)



 Director/Secretary

ROBERT CUMMING.

 Name (please print)

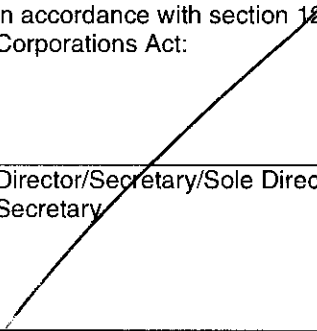


 Director

BEN CHURCHILL

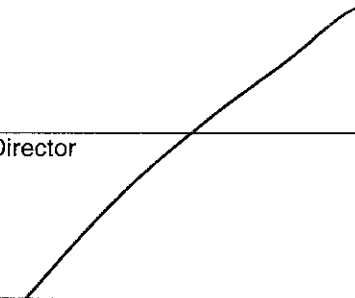
 Name (please print)

SIGNED by)
[Shareholder name])
(ACN [ACN]))
 in accordance with section 127 of the)
 Corporations Act:)



 Director/Secretary/Sole Director and
 Secretary

 Name (please print)

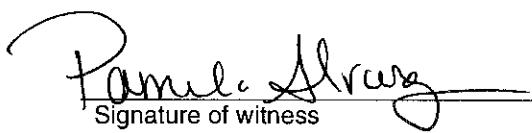


 Director

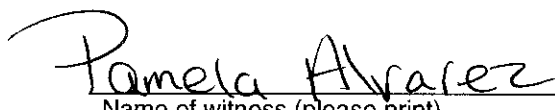
 Name (please print)

***OR (non-Australian)**

SIGNED by)
[CISCO SYSTEMS, INC.])
 by its duly authorised representative in the)
 presence of:)



 Signature of witness



 Name of witness (please print)



Hilton Romanski

 Name of authorised representative

SVP Corporate Business Development

 Title of authorised representative

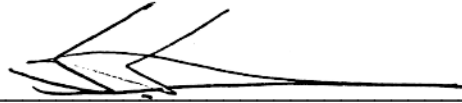
**This is Annexure "H" of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

Sign here

A handwritten signature in black ink, appearing to read 'Steven Stamboultgis', written over a horizontal line.

Date

22 / 09 / 2014



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

Michael McGeever

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Michael McGeever** of Emirates Group Security Bldg, Block A, 2nd Floor, Airport Free Zone, Dubai, United Arab Emirates (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 12,957,580 ordinary shares in the Company held by the Holder.

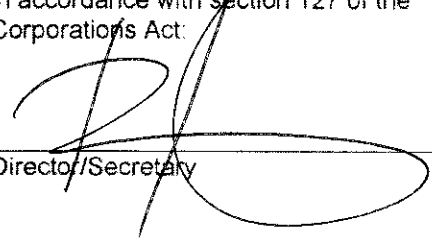
Share Registry means the Company's share registry.

4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Executed by the Parties as a Deed:

SIGNED by)
 Urbanise.com Limited)
 (ACN 095 768 086))
 in accordance with section 127 of the)
 Corporations Act:)


 Director/Secretary

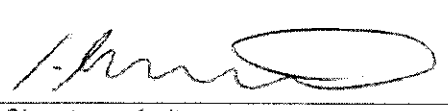
ROBERT CUMMING
 Name (please print)



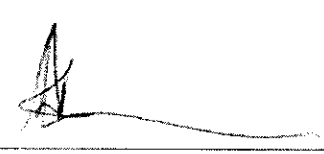
Director

BEN CHURCHILL
 Name (please print)

SIGNED by)
 Michael McGeever in the presence of)
)
)


 Signature of witness

Ian Martins 21/7/14
 Name of witness (please print) and date



Signature of Michael McGeever

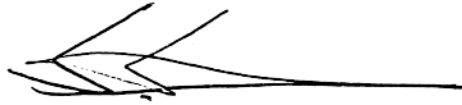
**This is Annexure "I" of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

Sign here _____

A handwritten signature in black ink, appearing to be 'S. Stamboultgis', written over a horizontal line.

Date 22 / 09 / 2014



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

Helix CS Pte Limited

This Voluntary Restriction Deed is made on

11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Helix CS Pte Limited** of Level 27 JBC 5, JLT Dubai, United Arab Emirates (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities;
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 11,000,000 ordinary shares in the Company held by the Holder.

Share Registry means the Company's share registry.

4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

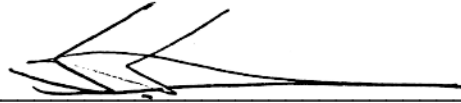
**This is Annexure “J” of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

Sign here

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end, written over a horizontal line.

Date

22 / 09 / 2014



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

CNA Group Ltd

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **CNA GROUP LTD.** of 28 Kaki Bukit Crescent, Kaki Bukit Techpark 1, Singapore 416259.

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the 12 month period commencing on the date the Company is admitted to the official list of the ASX.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 10,216,860 ordinary shares in the Company held by the Holder.

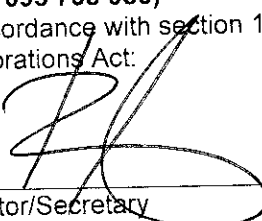
Share Registry means the Company's share registry.

4.2. Interpretation


- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Executed by the Parties as a Deed:

SIGNED by)
 Urbanise.com Limited)
 (ACN 095 768 086))
 in accordance with section 127 of the)
 Corporations Act:)

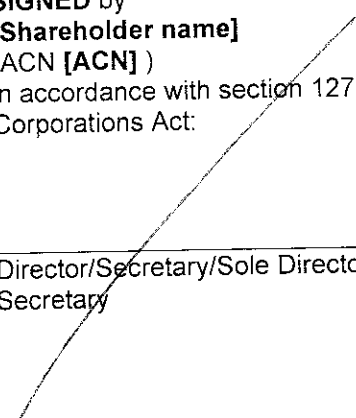

 Director/Secretary

ROBERT CUMMING.
 Name (please print)

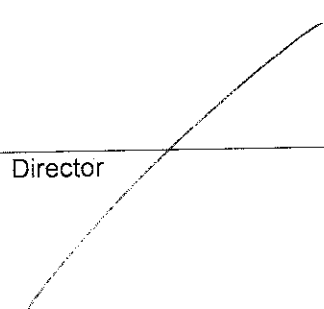

 Director

BEN CHURCHILL
 Name (please print)

SIGNED by)
 [Shareholder name])
 (ACN [ACN]))
 in accordance with section 127 of the)
 Corporations Act:)


 Director/Secretary/Sole Director and
 Secretary

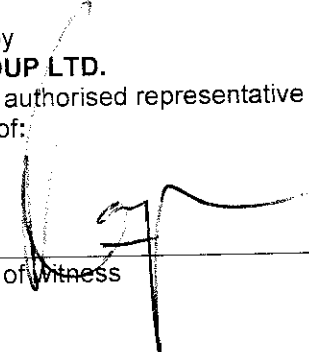
Name (please print)


 Director

Name (please print)

***OR (non-Australian)**

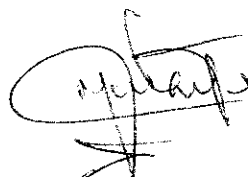
SIGNED by)
 CNA GROUP LTD.)
 by its duly authorised representative in the)
 presence of:)


 Signature of witness

MICHAEL LEE THIAM CHYE
 Name of witness

***OR (individual)**

SIGNED by)
 [Shareholder Name] in the presence of:)


MICHAEL ONG LIANG HUAT
 Name of authorised representative

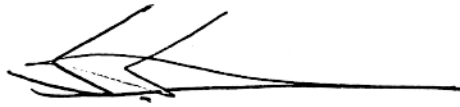
Group President & Chief Executive officer
 Title of authorised representative

**This is Annexure “K” of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Sign here _____

Date **22 / 09 / 2014**



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

Construction Industry Solutions Limited

Urbanise Voluntary Escrow Deed - Construction Industry Solutions
Ltd (WM01073695) (updated).docx

Watson Mangioni Lawyers Pty Limited
Corporate and Commercial Lawyers
Level 13, 50 Carrington Street
SYDNEY NSW 2000
Tel: (02) 9262 6666
Fax: (02) 9262 2626
Email: mail@wmlaw.com.au
Ref: MGB 2144001 MAK

ML

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. Urbanise.com Limited (ACN 095 768 086) of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (Company); and
2. Construction Industry Solutions Limited of COINS Building, 11 St Laurence Way, Slough Berkshire SL1 2EA, United Kingdom (Holder).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

Urbanise Voluntary Escrow Deed - Construction Industry Solutions Ltd (WM01073695) (updated).docx

- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 5,664,150 ordinary shares in the Company held by the Holder.

Share Registry means the Company's share registry.

4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

Executed by the Parties as a Deed:

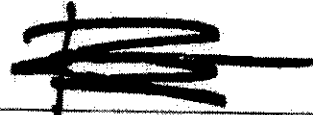
SIGNED by
Urbanise.com Limited
(ACN 095 768 086)
 in accordance with section 127 of the
 Corporations Act:



 Director/Secretary

Robert Cumming

 Name (please print)



 Director

Ben Churchill

 Name (please print)

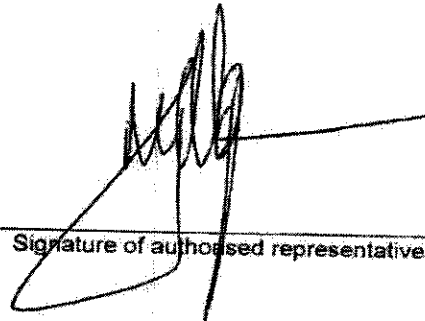
SIGNED by
Construction Industry Solutions Limited
by its duly authorised representative in
the presence of



 Signature of witness

SANREEN SIKANDER MALAH

 Name of witness (please print) and date



 Signature of authorised representative

NIGELL COPE - DIRECTOR

 Name and title of authorised representative

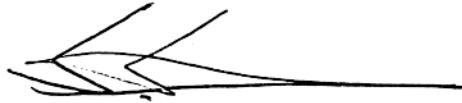
**This is Annexure “L” of 6 pages (including this page) accompanying ASX Form 603
(Notice of initial substantial holder)**

I am authorised to sign this document and certify that the information in this document is true and complete.

Print Name: Steven Stamboultgis

Capacity: Company Secretary

Sign here _____

A handwritten signature in black ink, appearing to be 'Steven Stamboultgis', written over a horizontal line.

Date 22 / 09 / 2014



Voluntary Restriction Deed

Urbanise.com Limited
(ACN 095 768 086)

Ekoglobal Pty Ltd

Watson Mangioni Lawyers Pty Limited
Corporate and Commercial Lawyers
Level 13, 50 Carrington Street
SYDNEY NSW 2000
Tel: (02) 9262 6666
Fax: (02) 9262 2626

This Voluntary Restriction Deed is made on 11 August

2014

Parties:

1. **Urbanise.com Limited (ACN 095 768 086)** of c/o Affinity Accountants Pty Ltd, 9 Meaden Street, Southbank VIC 3006 (**Company**); and
2. **Ekoglobal Pty Ltd** of 268 Bush Street #2603, San Francisco, California 94104, United States of America (**Holder**).

Recitals:

- A. The Company proposes to undertake an initial public offer of its shares. The Holder is a shareholder in the Company and the registered holder of the Restricted Securities.
- B. The Company and the Holder acknowledge and agree that it is in their mutual best interests that the Restricted Securities be restricted from trading and be subject to a Holding Lock during the Escrow Period on the terms set out in this Deed.

1. Escrow Restrictions

1.1. Restriction

- (a) Subject to Clause 1.2, during the Escrow Period, the Holder will not do any of the following:
 - (i) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (ii) create, or agree or offer to create, any security interest in the Restricted Securities;
 - (iii) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities; or
 - (iv) participate in a return of capital by the Company.
- (b) The Parties acknowledge that during the Escrow Period, the power to exercise, or control the exercise of, a right to vote attached to a Restricted Security will not be affected.

1.2. Takeover Bid or Merger

- (a) To enable the Holder to accept an offer under a takeover bid or to enable the Restricted Securities to be transferred or cancelled as part of a merger by way of scheme of arrangement under Part 5.1 of the Corporations Act 2001 (Cth), the Company will consent to the removal of the Holding Lock on the Restricted Securities.
- (b) The Company will not consent under Clause 1.2(a) unless, to the extent to which they are applicable, all of the conditions set out in ASX Listing Rule 9.18 are met.
- (c) In the event that such a takeover or merger referred to in Clause 1.2(a) is unsuccessful, the Holder acknowledges and agrees that the restrictions set out in this Deed will continue to apply to the Restricted Securities.

2. Holding Lock

2.1. Holding Lock during Escrow Period

The Parties acknowledge and agree that during the Escrow Period (and subject to Clause 1.2):

- (a) the Restricted Securities will be subject to a Holding Lock; and

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- (b) the Company may apply the Holding Lock and prevent a transfer of the Restricted Securities by either:
 - (i) requesting the Share Registry to apply the Holding Lock; or
 - (ii) refusing to register a paper-based transfer document in respect of the Restricted Securities.

2.2. Prevention of Breach

If it appears to the Company that the Holder may breach this Deed, the Company must take the steps necessary to prevent the breach, or to enforce this Deed.

2.3. Consequence of Breach

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

- (a) the Company must take the steps necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

3. Miscellaneous

3.1. Amendment

This Deed will not be changed or waived without the Company's written consent.

3.2. Jurisdiction

This Deed shall be governed by and construed in accordance with the laws of Victoria and the Parties submit themselves to the exclusive jurisdiction of the courts of that State.

3.3. Further Assurance

Each Party shall sign, execute and do all acts, documents and things that may reasonably be required in order to implement and give full effect to the provisions and purposes of this Deed whether before or after its execution.

3.4. Counterparts

This Deed may be executed in any number of counterparts and by facsimile copies, all of which taken together constitute one and the same document. The execution of this Deed shall not be effective until the counterparts of it have been executed by the relevant Parties and executed copies delivered to each other Party.

4. Definitions and Interpretation

4.1. Definitions

In this Deed unless the context otherwise requires:

ASX means the Australian Securities Exchange operated by ASX Limited.

Business Day has the same meaning as in the ASX Listing Rules.

Deed means the voluntary restriction agreement constituted by this Deed.

Escrow Period means the period commencing on the date the Company is admitted to the official list of the ASX and ending on the date which is 12 months after that.

Holding Lock has the meaning given to that term in section 2 of the ASX Settlement Operating Rules.

Party means a party to this Deed.

Restricted Securities means 6,665,940 ordinary shares in the Company held by the Holder.

Share Registry means the Company's share registry.


4.2. Interpretation

- (a) The singular includes the plural and vice versa.
- (b) A reference to a party includes its successors, personal representatives and transferees.
- (c) Words and expressions defined in the ASX Listing Rules, and not in this Deed, have the meanings given to them in the ASX Listing Rules.
- (d) Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.

50.

Executed by the Parties as a Deed:

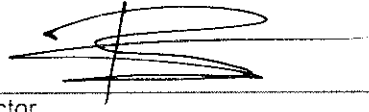
SIGNED by)
 Urbanise.com Limited)
 (ACN 095 768 086))
 in accordance with section 127 of the)
 Corporations Act)



 Director/Secretary

ROBERT CUMMING.

 Name (please print)

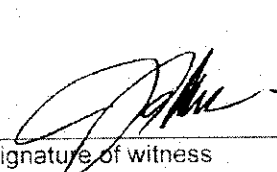


 Director

BEN CHURCHILL

 Name (please print)

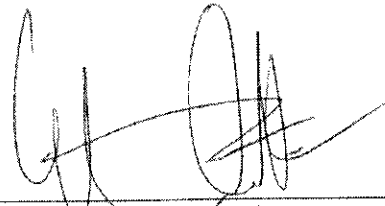
SIGNED by)
 Ekoglobal Pty Ltd)
 by its duly authorised representative in)
 the presence of)



 Signature of witness

JOE BELLUOMINI 7/20/14

 Name of witness (please print) and date



 Signature of authorised representative

STEVE OUTTRIM DIRECTOR

 Name and title of authorised representative