



safer better dependable

ASX Forms

20 December 2010

ASX: DSB

Board of Directors

Gordon Galt – Chairman
Stephen Bizzaca – Managing Director – CEO
Glyn Dawkins – Non Executive Director
Tony De Santis – Executive Director – COO

Company Secretary

Tony McFadden

Principal Contact

Stephen Bizzaca – Managing Director – CEO
Phone: 02 4629 0300

Tony McFadden – Company Secretary - CFO
Phone: 02 4629 0300

Registered office

Suite 220, Centric
4 Hyde Parade
Campbelltown NSW 2560
Telephone: 02 4629 0300
Facsimile: 02 4629 0399
Website: www.deltasbd.com.au

To : Australian Securities Exchange

Please find attached the following Appendix 3X and Form 603.

Appendix 3X Initial Director's Interest Notice

1. Gordon Galt
2. Stephen Bizzaca
3. Glyn Dawkins
4. Antonio De Santis

Form 603 Notice of Initial Substantial Holder

1. SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust and Titanwood Holdings Pty Ltd ACN 051 137 476 (entities associated with Stephen Bizzaca)
2. Glyn Dawkins and Pamela Dawkins, G & P Dawkins Pty Ltd ACN 147 856 273 and Dawkins Enterprises Pty Ltd ACN 109 622 719
3. DeltaSBD Limited including Annexure for the Voluntary Restriction Deeds

Regards

Tony McFadden
Chief Financial Officer and Company Secretary

Appendix 3X

Initial Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/9/2001.

Name of entity: Delta SBD Limited
ABN: 18 127 894 893

We (the entity) give ASX the following information under listing rule 3.19A.1 and as agent for the director for the purposes of section 205G of the Corporations Act.

Name of Director	Gordon Thomas Galt
Date of appointment	8 October 2007

Part 1 - Director's relevant interests in securities of which the director is the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Number & class of securities
Nil

Appendix 3X
Initial Director's Interest Notice

Part 2 – Director's relevant interests in securities of which the director is not the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Name of holder & nature of interest	Number & class of Securities
Note: Provide details of the circumstances giving rise to the relevant interest.	Nil

Part 3 – Director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	N/A
Nature of interest	N/A
Name of registered holder (if issued securities)	N/A
No. and class of securities to which interest relates	N/A

+ See chapter 19 for defined terms.

Appendix 3X

Initial Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/9/2001.

Name of entity: Delta SBD Limited (Company)
ABN: 18 127 894 893

We (the entity) give ASX the following information under listing rule 3.19A.1 and as agent for the director for the purposes of section 205G of the Corporations Act.

Name of Director	Stephen John Bizzaca
Date of appointment	8 October 2007

Part 1 - Director's relevant interests in securities of which the director is the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Number & class of securities Unrenounceable right to subscribe for 428,694 shares two years from the date that the Company is listed on the ASX under the Company's long term incentive plan.

+ See chapter 19 for defined terms.

Appendix 3X
Initial Director's Interest Notice

Part 2 – Director's relevant interests in securities of which the director is not the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Name of holder & nature of interest	Number & class of Securities
<small>Note: Provide details of the circumstances giving rise to the relevant interest.</small>	
SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust Stephen Bizzaca controls SBD Nominees Pty Ltd and is a beneficiary of the SBD Trading Trust	14,558,723 ordinary shares
Titanwood Holdings Pty Ltd ACN 051 137 476	1,236,282 ordinary shares
Stephen Bizzaca controls Titanwood Holdings Pty Ltd	

Part 3 – Director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	N/A
Nature of interest	N/A
Name of registered holder (if issued securities)	N/A
No. and class of securities to which interest relates	N/A

+ See chapter 19 for defined terms.

Appendix 3X

Initial Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/9/2001.

Name of entity: Delta SBD Limited
ABN: 18 127 894 893

We (the entity) give ASX the following information under listing rule 3.19A.1 and as agent for the director for the purposes of section 205G of the Corporations Act.

Name of Director	Glyn Dawkins
Date of appointment	8 October 2007

Part 1 - Director's relevant interests in securities of which the director is the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Number & class of securities
Nil

Appendix 3X
Initial Director's Interest Notice

Part 2 – Director's relevant interests in securities of which the director is not the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Name of holder & nature of interest	Number & class of Securities
<small>Note: Provide details of the circumstances giving rise to the relevant interest.</small>	
Dawkins Enterprises Pty Ltd ACN 109 622 719	9,336,483 ordinary shares
Mr Glyn Dawkins and Mrs Pamela Dawkins (Dawkins Family S/F A/C) ABN 805 445 553 740	1,726,275 ordinary shares
G&P Dawkins Pty Ltd ACN 147 856 273	1,000,000 ordinary shares
Glyn Dawkins controls all the above listed entities	

Part 3 – Director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	N/A
Nature of interest	N/A
Name of registered holder (if issued securities)	N/A
No. and class of securities to which interest relates	N/A

+ See chapter 19 for defined terms.

Appendix 3X

Initial Director's Interest Notice

Information or documents not available now must be given to ASX as soon as available. Information and documents given to ASX become ASX's property and may be made public.

Introduced 30/9/2001.

Name of entity: Delta SBD Limited (Company)
ABN: 18 127 894 893

We (the entity) give ASX the following information under listing rule 3.19A.1 and as agent for the director for the purposes of section 205G of the Corporations Act.

Name of Director	Antonio De Santis
Date of appointment	7 July 2009

Part 1 - Director's relevant interests in securities of which the director is the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Note: In the case of a company, interests which come within paragraph (i) of the definition of "notifiable interest of a director" should be disclosed in this part.

Number & class of securities 279,529 units in the employee share plan trust (ESPT) (with each unit representing one share held by the trustee of the ESPT, Trinity Management Pty Ltd, in the Company). Unrenounceable right to subscribe for 357,545 shares on 1 July 2013 under the Company's long term incentive plan.
--

+ See chapter 19 for defined terms.

Appendix 3X
Initial Director's Interest Notice

Part 2 – Director's relevant interests in securities of which the director is not the registered holder

In the case of a trust, this includes interests in the trust made available by the responsible entity of the trust

Name of holder & nature of interest	Number & class of Securities
<p>Note: Provide details of the circumstances giving rise to the relevant interest.</p> <p>De Santis Public Relations Pty Ltd ACN 116 802 076 as trustee for the De Santis Family Trust</p> <p>Antonio De Santis controls De Santis Public Relations Pty Ltd and is a beneficiary of the De Santis Family Trust</p>	1,006,222 ordinary shares

Part 3 – Director's interests in contracts

Note: In the case of a company, interests which come within paragraph (ii) of the definition of "notifiable interest of a director" should be disclosed in this part.

Detail of contract	N/A
Nature of interest	N/A
Name of registered holder (if issued securities)	N/A
No. and class of securities to which interest relates	N/A

+ See chapter 19 for defined terms.

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Delta SBD Limited

ACN/ARSN ACN 127 894 893

1. Details of substantial holder (1)

Name SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust and Titanwood Holdings Pty Ltd ACN 051 137 476 (entities associated with Stephen Bizzaca)

ACN/ARSN (if applicable) _____

The holder became a substantial holder on 20/12/10

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
ORD	15,795,005	15,795,005	36.44%

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
SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust	Relevant interest under section 608(1) of the Corporations Act, being the registered holder of the securities	ORD 14,558,723
Titanwood Holdings Pty Ltd ACN 051 137 476	Relevant interest under section 608(1) of the Corporations Act, being the registered holder of the securities	ORD 1,236,282

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
SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust	SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust	SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust	ORD 14,558,723
Titanwood Holdings Pty Ltd ACN 051 137 476	Titanwood Holdings Pty Ltd ACN 051 137 476	Titanwood Holdings Pty Ltd ACN 051 137 476	ORD 1,236,282

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	
SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust	8 October 2007		Non-cash – 10,834,119 ordinary shares in SBD Services Limited ACN 124 019 815	ORD 12,475,256
SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust	10 November 2010	Cash - \$1,666,774		ORD 2,083,467
Titanwood Holdings Pty Ltd ACN 051 137 476	8 October 2007		Non-cash – 920,000 ordinary shares in SBD Services Limited ACN 124 019 815	ORD 1,059,360
Titanwood Holdings Pty Ltd ACN 051 137 476	10 November 2010	Cash - \$141,537		ORD 176,922

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Stephen Bizzaca	Stephen Bizzaca controls SBD Nominees Pty Ltd ACN 069 598 894 and Titanwood Holdings Pty Ltd ACN 051 137 476

7. Addresses

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

Name	Address
SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust	8 Weaver Terrace, Bulli, NSW 2516
Titanwood Holdings Pty Ltd ACN 051 137 476	8 Weaver Terrace, Bulli, NSW 2516

Signature

	Stephen John Bizzaca	capacity	Director
sign here		date	18/12/2010

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Delta SBD Limited

ACN/ARSN ACN 127 894 893

1. Details of substantial holder (1)

Name Glyn Dawkins and Pamela Dawkins, G & P Dawkins Pty Ltd ACN 147 856 273 and Dawkins Enterprises Pty Ltd ACN 109 622 719

ACN/ARSN (if applicable) _____

The holder became a substantial holder on 20/12/10

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
ORD	12,062,758	12,062,758	27.83%

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
Dawkins Enterprises Pty Ltd ACN 109 622 719	Relevant interest under section 608(1) of the Corporations Act, being the registered holder of the securities	ORD 9,336,483
Mr Glyn Dawkins and Mrs Pamela Dawkins	Glyn Dawkins and Pamela Dawkins have a relevant interest in securities held by Dawkins Enterprises and G & P Dawkins Pty Ltd pursuant to section 608(3) of the Corporations Act and a relevant interest under section 608(1) of the Corporations Act, being the registered holder of securities held by Glyn Dawkins and Pamela Dawkins	ORD 12,062,758
G&P Dawkins Pty Ltd ACN 147 856 273	Relevant interest under section 608(1) of the Corporations Act, being the registered holder of the securities	ORD 1,000,000

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
Dawkins Enterprises Pty Ltd ACN 109 622 719	Dawkins Enterprises Pty Ltd ACN 109 622 719	Dawkins Enterprises Pty Ltd ACN 109 622 719	ORD 9,336,483
Mr Glyn Dawkins and Mrs Pamela Dawkins (Dawkins Family S/F A/C)) ABN 805 445 553 740	Mr Glyn Dawkins and Mrs Pamela Dawkins (Dawkins Family S/F A/C)) ABN 805 445 553 740	Mr Glyn Dawkins and Mrs Pamela Dawkins (Dawkins Family S/F A/C)) ABN 805 445 553 740	ORD 1,726,275
G&P Dawkins Pty Ltd ACN 147 856 273	G&P Dawkins Pty Ltd ACN 147 856 273	G&P Dawkins Pty Ltd ACN 147 856 273	ORD 1,000,000

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)	Class and number of securities
-----------------------------	---------------------	-------------------	--------------------------------

		Cash	Non-cash	
Dawkins Enterprises Pty Ltd ACN 109 622 719	8 October 2007		Non-cash - ordinary shares in Delta Mining Pty Ltd ACN 056 692 883	ORD 9,336,483
G&P Dawkins Pty Ltd ACN 147 856 273	18 December 2010	Cash - \$800,000		ORD 1,000,000
Mr Glyn Dawkins and Mrs Pamela Dawkins	10 November 2010		Cash - \$2,181,020 in respect of the securities held by Glyn Dawkins and Pamela Dawkins and G & P Dawkins Pty Ltd. Non-cash - Ordinary shares in Delta Mining Pty Ltd in respect to the shares held by Dawkins Enterprises Pty Ltd	ORD 12,062,758

6. Associates

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

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


7. Addresses

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

Name	Address
Dawkins Enterprises Pty Ltd ACN 109 622 719	9 Davies Place, Picton, NSW 2571
Glyn Dawkins	9 Davies Place, Picton, NSW 2571
Pamela Dawkins	9 Davies Place, Picton, NSW 2571
G & P Dawkins Pty Ltd ACN 147 856 273	9 Davies Place, Picton, NSW 2571

Signature

print name Glyn Dawkins capacity Director and joint holder

sign here  date 18/12/2010

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

- (7) Include details of:
- (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.

- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

GUIDE

This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 603.

Signature	This form must be signed by either a director or a secretary of the substantial holder.
Lodging period	Nil
Lodging Fee	Nil
Other forms to be completed	Nil
Additional information	<p>(a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.</p> <p>(b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.</p> <p>(c) The person must give a copy of this notice:</p> <ul style="list-style-type: none"> (i) within 2 business days after they become aware of the information; or (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if: <ul style="list-style-type: none"> (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and (B) the person becomes aware of the information during the bid period.
Annexures	<p>To make any annexure conform to the regulations, you must</p> <ol style="list-style-type: none"> 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides 2 show the corporation name and ACN or ARBN 3 number the pages consecutively 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied 5 identify the annexure with a mark such as A, B, C, etc 6 endorse the annexure with the words: <i>This is annexure (mark) of (number) pages referred to in form (form number and title)</i> 7 sign and date the annexure. <p>The annexure must be signed by the same person(s) who signed the form.</p>

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Delta SBD Limited

ACN/ARSN ACN 127 894 893

1. Details of substantial holder (1)

Name Delta SBD Limited

ACN/ARSN (if applicable) ACN 127 894 893

The holder became a substantial holder on 20/12/10

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
ORD	32,583,005	32,583,005	75.17%

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
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Tania Withers contained in Annexure A which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 633,363
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Christine Gardner contained in Annexure B which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 1,066,160
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Lee Dawkins contained in Annexure C which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 351,868
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Mase Investments Pty Ltd contained in Annexure D which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 351,868
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Omicron Enterprises Pty Ltd contained in Annexure E which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 675,587

Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Nachal Pty Ltd for MR Burrows Family Trust contained in Annexure F which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 675,587
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Diane Collier contained in Annexure G which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 545,255
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Dawkins Enterprises Pty Ltd contained in Annexure H which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 9,336,483
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with G&P Dawkins Pty Ltd contained in Annexure H which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 1,000,000
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Nehemine Pty Ltd as trustee for the McCreddie Family Trust contained in Annexure I which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 1,143,712
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with De Santis Public Relations Pty Ltd as trustee for the De Santis Family Trust contained in Annexure J which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 879,670
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with L & C Gardner Pty Ltd as trustee for the Gardner Family Trust contained in Annexure K which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 295,569
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with C & L Dawkins Pty Ltd as trustee for the Carl Dawkins Family Trust contained in Annexure L which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 323,719
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with D & T Withers Pty Ltd as trustee for the Withers Family Trust contained in Annexure M which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 177,341
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Mesdam Pty Ltd for the Michael Dawkins Family Trust contained in Annexure N which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 323,719

Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Ann Judith Diaz contained in Annexure O which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 35,186
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Danny Milani contained in Annexure P which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 35,186
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Bronwyn Gaye Marvell contained in Annexure Q which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 35,197
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with William Peter Huuskas and Nadia Huuskas as trustees for the William and Nadia Huuskas Superannuation Fund contained in Annexure R which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 17,593
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Coalshare Services Pty Ltd as trustee for the Brannon Family Trust contained in Annexure S which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 17,593
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with SBD Nominees Pty Ltd as trustee for SBD Trading Trust contained in Annexure T which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 12,475,256
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Titanwood Holdings Pty Ltd contained in Annexure U which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 1,059,360
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Blade Equities Pty Ltd as trustee for the Kathage Superannuation Fund contained in Annexure V which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 128,205
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Blade Equities Pty Ltd as trustee for the Monarch Investment Trust contained in Annexure W which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 448,719
Delta SBD Limited ACN 127 894 893	Relevant interest under section 608(1) of the Corporations Act, acquired pursuant to a Voluntary Restriction Deed entered into with Tambuti Pty Ltd as trustee for the Podocarpus Family Trust contained in Annexure X which provides Delta SBD Limited can control the power to dispose of the restricted securities	ORD 550,809

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
-----------------------------	---------------------------------	--	--------------------------------

Delta SBD Limited ACN 127 894 893	Tania Withers	Tania Withers	ORD 633,363
Delta SBD Limited ACN 127 894 893	Christine Gardner	Christine Gardner	ORD 1,066,160
Delta SBD Limited ACN 127 894 893	Lee Dawkins	Lee Dawkins	ORD 351,868
Delta SBD Limited ACN 127 894 893	Mase Investments Pty Ltd	Mase Investments Pty Ltd	ORD 351,868
Delta SBD Limited ACN 127 894 893	Omicron Enterprises Pty Ltd	Omicron Enterprises Pty Ltd	ORD 675,587
Delta SBD Limited ACN 127 894 893	Nachal Pty Ltd for MR Burrows Family Trust	Nachal Pty Ltd for MR Burrows Family Trust	ORD 675,587
Delta SBD Limited ACN 127 894 893	Diane Collier	Diane Collier	ORD 545,255
Delta SBD Limited ACN 127 894 893	Dawkins Enterprises Pty Ltd	Dawkins Enterprises Pty Ltd	ORD 9,336,483
Delta SBD Limited ACN 127 894 893	G&P Dawkins Pty Ltd	G&P Dawkins Pty Ltd	ORD 1,000,000
Delta SBD Limited ACN 127 894 893	Nehemine Pty Ltd as trustee for the McCreddie Family Trust	Nehemine Pty Ltd as trustee for the McCreddie Family Trust	ORD 1,143,712
Delta SBD Limited ACN 127 894 893	De Santis Public Relations Pty Ltd as trustee for the De Santis Family Trust	De Santis Public Relations Pty Ltd as trustee for the De Santis Family Trust	ORD 879,670
Delta SBD Limited ACN 127 894 893	L & C Gardner Pty Ltd as trustee for the Gardner Family Trust	L & C Gardner Pty Ltd as trustee for the Gardner Family Trust	ORD 295,569
Delta SBD Limited ACN 127 894 893	C & L Dawkins Pty Ltd as trustee for the Carl Dawkins Family Trust	C & L Dawkins Pty Ltd as trustee for the Carl Dawkins Family Trust	ORD 323,719
Delta SBD Limited ACN 127 894 893	D & T Withers Pty Ltd as trustee for the Withers Family Trust	D & T Withers Pty Ltd as trustee for the Withers Family Trust	ORD 177,341
Delta SBD Limited ACN 127 894 893	Mesdam Pty Ltd for the Michael Dawkins Family Trust	Mesdam Pty Ltd for the Michael Dawkins Family Trust	ORD 323,719
Delta SBD Limited ACN 127 894 893	Ann Judith Diaz	Ann Judith Diaz	ORD 35,186
Delta SBD Limited ACN 127 894 893	Danny Milani	Danny Milani	ORD 35,186
Delta SBD Limited ACN 127 894 893	Bronwyn Gaye Marvell	Bronwyn Gaye Marvell	ORD 35,197
Delta SBD Limited ACN 127 894 893	William Peter Huuskes and Nadia Huuskes as trustees for the William and Nadia Husskes Superannuation Fund	William Peter Huuskes and Nadia Huuskes as trustees for the William and Nadia Husskes Superannuation Fund	ORD 17,593
Delta SBD Limited ACN 127 894 893	Coalshare Services Pty Ltd as trustee for the Brannon Family Trust	Coalshare Services Pty Ltd as trustee for the Brannon Family Trust	ORD 17,593
Delta SBD Limited ACN 127 894 893	SBD Nominees Pty Ltd as trustee for SBD Trading Trust	SBD Nominees Pty Ltd as trustee for SBD Trading Trust	ORD 12,475,256
Delta SBD Limited ACN 127 894 893	Titanwood Holdings Pty Ltd	Titanwood Holdings Pty Ltd	ORD 1,059,360
Delta SBD Limited ACN 127 894 893	Blade Equities Pty Ltd as trustee for the Kathage Superannuation Fund	Blade Equities Pty Ltd as trustee for the Kathage Superannuation Fund	ORD 128,205
Delta SBD Limited ACN 127 894 893	Blade Equities Pty Ltd as trustee for the Monarch Investment Trust	Blade Equities Pty Ltd as trustee for the Monarch Investment Trust	ORD 448,719
Delta SBD Limited ACN 127 894 893	Tambuti Pty Ltd as trustee for the Podocarpus Family Trust	Tambuti Pty Ltd as trustee for the Podocarpus Family Trust	ORD 550,809

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	
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 633,363
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 1,066,160
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 351,868
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 351,868
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 675,587
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 675,587
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 545,255
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 9,336,483
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 1,000,000
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 1,143,712
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 879,670
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 295,569
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 323,719
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 177,341
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 323,719
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 35,186
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 35,186
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 35,197
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 17,593
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 17,593
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 12,475,256
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 1,059,360
Delta SBD Limited ACN 127 894 893	08/12/10	N/A		ORD 128,205

Delta SBD Limited ACN 127 894 893	08/12/10	N/A	ORD 448,719
Delta SBD Limited ACN 127 894 893	08/12/10	N/A	ORD 550,809

6. Associates

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

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

7. Addresses

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

Name	Address
Delta SBD Limited ACN 127 894 893	Suite 220, 4 Hyde Parade, Campbelltown, NSW 2560
Tania Withers	23 Toggerai Street, Appin, NSW 2560
Christine Gardner	15 Browns Road, The Oakes, NSW 2570
Lee Dawkins	20 Stargard Crescent, Picton, NSW 2571
Mase Investments Pty Ltd	13 Hollier Road, Picton, NSW 2571
Omicron Enterprises Pty Ltd	127 Remembrance Drive, Tahmoor, NSW 2573
Nachal Pty Ltd for MNR Burrows Family Trust	PO Box 1, Tahmoor, NSW 2573
Diane Coller	214 Georges River Road, Kentlyn, NSW 2560
Dawkins Enterprises Ltd	9 Davies Place, Picton, NSW 2571
G&P Dawkins Pty Ltd	9 Davies Place, Picton, NSW 2571
Nehemine Pty Ltd as trustee for the McCreddie Family Trust	4 Tremlow Crescent, Ambervale, NSW 2560
De Santis Public Relations Pty Ltd as trustee for the De Santis Family Trust	165 Koloona Avenue, Mount Keira, NSW 2500
L & C Gardner Pty Ltd as trustee for the Gardner Family Trust	15 Browns Road, The Oakes, NSW 2570
C & L Dawkins Pty Ltd as trustee for the Carl Dawkins Family Trust	20 Stargard Crescent, Picton, NSW 2571
D & T Withers Pty Ltd as trustee for the Withers Family Trust	23 Toggerai Street, Appin, NSW 2560
Mesdam Pty Ltd for the Michael Dawkins Family Trust	13 Hollier Road, Picton, NSW 2571
Ann Judith Diaz	3 Honeyeater Close, Farmborough Heights, NSW 2526
Danny Milani	4 Mitchell Place, Kiama Downs, NSW 2533
Bronwyn Gaye Marvell	11 Coronata Drive, Figtree, NSW 2525
William Peter Huskes and Nadia Huskes as trustees for the William and Nadia Huskes Superannuation Fund	PO Box 440, Albion Park, NSW 2527
Coalshare Services Pty Ltd as trustee for the Brannon Family Trust	8 Avon Parade, Mount Kembla, NSW 2526
SBD Nominees Pty Ltd as trustee for SBD Trading Trust	8 Weaver Terrace, Bulli, NSW 2516
Titanwood Holdings Pty Ltd	8 Weaver Terrace, Bulli, NSW 2516
Blade Equities Pty Ltd as trustee for the Kathage Superannuation Fund	Payne Luyten & Associates Pty Ltd, PO Box 340, Acacia Ridge, Qld 4110
Blade Equities Pty Ltd as trustee for the Monarch Investment Trust	Payne Luyten & Associates Pty Ltd, PO Box 340, Acacia Ridge, Qld 4110
Tambuti Pty Ltd as trustee for the Podocarpus Family Trust	59 Mdine Drive, Habana, Qld 4740

Signature

print name Anthony McFadden

capacity Company Secretary

sign here

date

18 / 12 / 10

DIRECTIONS

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

ANNEXURE A
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE A OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND TANIA WITHERS.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Tania Withers

Power of
Attorney

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and Interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry Into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder's warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
	Schedule -----	8
	Particulars (clause 1)	8
	Execution -----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

- (a) the Company may take the steps necessary to enforce the document or to rectify the breach;
- (b) the Company may (In addition to other rights and remedies of the Company) refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules; and
- (c) the Holder of the Securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule


Particulars (clause 1)

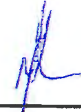
1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	633,363 fully paid ordinary shares in the Company.
3	Holders details	Tania Withers, 23 Toggerai Street, Appin, NSW, 2560

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

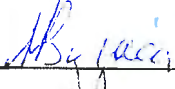
^ 
Director

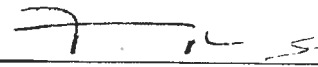
^ 
~~Director~~/Secretary

^ STEPHEN BIZZACA
Full name of Director

^ TONY MYFADEN
Full name of ~~Director~~/Secretary

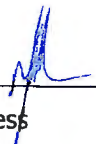
Signed sealed and delivered for and on behalf of
Tania Withers under Power of Attorney in the
presence of:

^ 
Signature of Attorney

^ 
Signature of Attorney

^ STEPHEN BIZZACA
Full name of Attorney

^ ANTONIO DESANTIS
Full name of Attorney

^ 
Signature of witness

^ TONY MYFADEN
Name of witness (print)

ANNEXURE B
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE B OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND CHRISTINE GARDNER.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Christine Gardner

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and Interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry Into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated

2010

Parties

Company **Delta SBD Limited ACN 127 894 893**

of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry Into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule


Particulars (clause 1)


1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	1,066,160 fully paid ordinary shares in the Company.
3	Holders details	Christine Gardner, 15 Browns Road, The Oakes, NSW, 2570

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

A 
Director

A 
Director/Secretary

A STEPHEN BIZZACA
Full name of Director

A Tony Padden
Full name of Director/Secretary

Signed sealed and delivered
by Christine Gardner in the presence of:

A 
Signature of Christine Gardner

A 
Signature of witness

A LESLIE JOHN GARONER
Name of witness (print)

ANNEXURE C
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE C OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND LEE DAWKINS.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Lee Dawkins

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder's warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

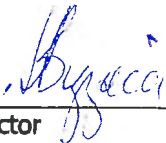
Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	351,868 fully paid ordinary shares in the Company.
3	Holders details	Lee Dawkins, 20 Stargard Crescent, Picton, NSW, 2571

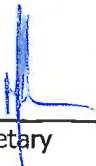
Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:


A 
Director

A STEPHEN BIZZACA
Full name of Director

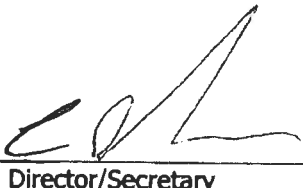
A 
Director/Secretary

A TONY M. FADDEN
Full name of Director/Secretary

Executed by
C & L Dawkins Pty Ltd ACN 127 453 445 as trustee
for the Carl Dawkins Family Trust by:

A 
Director

A Lee Ann Kim Dawkins
Full name of director

A 
Director/Secretary

A Carl Ian Dawkins
Full name of director/secretary

Schedule

Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	323,719 fully paid ordinary shares in the Company.
3	Holders details	C & L Dawkins Pty Ltd as trustee for the Carl Dawkins Family Trust, 20 Stargard Crescent, Picton, NSW, 2571

ANNEXURE D

VOLUNTARY RESTRICTION DEED

DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE D OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND MASE INVESTMENTS PTY LTD.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN

COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Mase Investments Pty Ltd ACN 115 420 909

Power of
Attorney

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

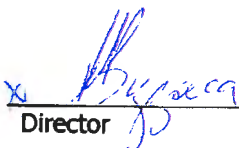
Particulars (clause 1)

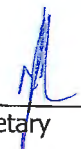
1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	351,868 fully paid ordinary shares in the Company.
3	Holders details	Mase Investments Pty Ltd, 13 Hollier Road, Picton, NSW, 2571

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

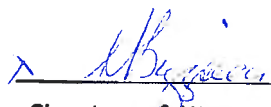
A 
Director

A 
Director/Secretary

A X STEPHEN BIZZACCO
Full name of Director

A TONY McFadden
Full name of Director/Secretary

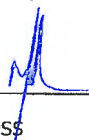
Signed sealed and delivered for and on behalf of
Mase Investments Pty Ltd ACN 115 420 909 under
Power of Attorney in the presence of:

A 
Signature of Attorney

A 
Signature of Attorney

A X STEPHEN BIZZACCO
Full name of Attorney

A ANTONIO DE SANTIS
Full name of Attorney

A 
Signature of witness

A TONY McFADDEN
Name of witness (print)

ANNEXURE E
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE E OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.


THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND OMICRON ENTERPRISES PTY LTD.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Omicron Enterprises Pty Ltd ACN 108 230 002

Power of
Attorney

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
	Schedule -----	8
	Particulars (clause 1)	8
	Execution -----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

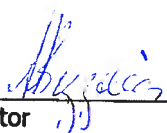
Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	675,587 fully paid ordinary shares in the Company.
3	Holder details	Omicron Enterprises Pty Ltd, 127 Remembrance Drive, Tahmoor, NSW, 2573

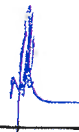
Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

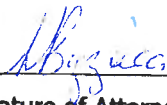
^ 
Director

^ STEPHEN BIZZACA
Full name of Director

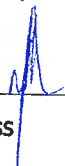
^ 
Director/Secretary

^ TONY MYFADEN
Full name of Director/Secretary

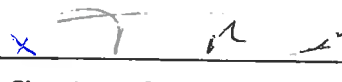
Signed sealed and delivered for and on behalf of
Omicron Enterprises Pty Ltd ACN 108 230 002
under Power of Attorney in the presence of:

^ 
Signature of Attorney

^ STEPHEN BIZZACA
Full name of Attorney

^ 
Signature of witness

^ TONY MYFADEN
Name of witness (print)

^ 
Signature of Attorney

^ ANTONIO DESANTIS
Full name of Attorney

ANNEXURE F
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE F OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND NACHAL PTY LTD FOR MR BURROWS FAMILY TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/10/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Nachal Pty Ltd ACN 003 680 859 as trustee for MR Burrows Family Trust

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
	Schedule -----	8
	Particulars (clause 1)	8
	Execution -----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) In writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

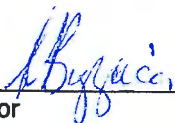
Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	675,587 fully paid ordinary shares in the Company.
3	Holders details	Nachal Pty Ltd as trustee for MR Burrows Family Trust, Post Office Box 1, Tahmoor, NSW, 2573

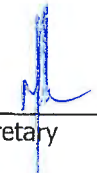
Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

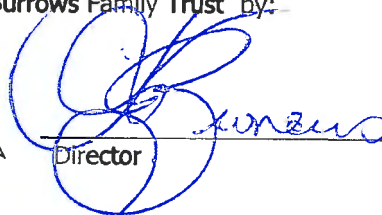
^ 
Director

^ STEPHEN BIZZACA
Full name of Director


^ 
Director/Secretary

^ TONY McFadden
Full name of Director/Secretary

Executed by
Nachal Pty Ltd ACN 003 680 859 as trustee for MR
Burrows Family Trust by:

^ 
Director

^ Rym-Allyson Burrows
Full name of director

^ 
Director/Secretary

^ Matthew Roder Burrows
Full name of director/secretary

ANNEXURE G

VOLUNTARY RESTRICTION DEED

DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE G OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND DIANE COLLER.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN

COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Diane Coller

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
	Schedule -----	8
	Particulars (clause 1)	8
	Execution -----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	545,255 fully paid ordinary shares in the Company.
3	Holders details	Diane Collier, 214 Georges River Road, Kentlyn, NSW, 2560

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

^ *Stephen Bizzaca*
Director

^ STEPHEN BIZZACA
Full name of Director

^ *[Signature]*
Director/Secretary

^ TONY McFadden
Full name of ~~Director~~/Secretary

Signed sealed and delivered
by Diane Collier in the presence of:

^ *Graham Collier*
Signature of witness

^ GRAHAM COLLIER
Name of witness (print)

^ *[Signature]*
Signature of Diane Collier

ANNEXURE H and H1
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE H OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND DAWKINS ENTERPRISES PTY LTD AND G&P DAWKINS PTY LTD

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN

COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Dawkins Enterprises Pty Ltd ACN 109 622 729

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder’s warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	<p>(a) for 100% of the Securities, from the date of this document until the date that is 12 months after the Company is listed on ASX;</p> <p>(b) for 66% of the Securities, from the date of this document until the date that is 18 months after the Company is listed on ASX; and</p> <p>(c) for 33% of the Securities, from the date of this document until the date that is 24 months after the Company is listed on ASX.</p>
2	Particulars of Securities	9,336,483 fully paid ordinary shares in the Company.
3	Holders details	Dawkins Enterprises Pty Ltd, 9 Davies Place, Picton, NSW, 2571

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:



^ _____
Director

^ _____
Stephen Bizzaca
Full name of Director

Signed sealed and delivered
by
Dawkins Enterprises Pty Ltd ACN 109 622 729 by:



^ _____
Director

^ _____
Glyn Dawkins
Full name of Director



^ _____
Director/Secretary

^ _____
Tony McFadden
Full name of Director/Secretary



^ _____
Director/Secretary

^ _____
Pam Dawkins
Full name of Director/Secretary

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

G&P Dawkins Pty Ltd ACN 147 856 273

Table of contents

Parties -----	1
Background -----	1
Agreed terms -----	1
1 Definitions and interpretation -----	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions -----	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers -----	3
4 Condition subsequent -----	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid -----	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements -----	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger -----	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties -----	5
8.1 Holder’s warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document -----	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile -----	6
11 General -----	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	<p>(a) for 100% of the Securities, from the date of this document until the date that is 12 months after the Company is listed on ASX;</p> <p>(b) for 66% of the Securities, from the date of this document until the date that is 18 months after the Company is listed on ASX; and</p> <p>(c) for 33% of the Securities, from the date of this document until the date that is 24 months after the Company is listed on ASX.</p>
2	Particulars of Securities	1,000,000 fully paid ordinary shares in the Company.
3	Holders details	G&P Dawkins Pty Ltd, 9 Davies Place, Picton, NSW, 2571

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:



^ _____
Director

^ _____
Stephen Bizzaca
Full name of Director



^ _____
Director/Secretary

^ _____
Tony McFadden
Full name of Director/Secretary

Signed sealed and delivered
by
G&P Dawkins Pty Ltd ACN 147 856 273 by:



^ _____
Director

^ _____
Glyn Dawkins
Full name of Director



^ _____
Director/Secretary

^ _____
Pam Dawkins
Full name of Director/Secretary

ANNEXURE I
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE I OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND NEHEMINE PTY LTD AS TRUSTEE FOR THE MCCREADIE FAMILY TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Nehemine Pty Ltd ACN 116 397 525 as trustee for the McCreddie Family Trust

Power of
Attorney

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder's warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule		8
	Particulars (clause 1)	8
Execution		9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

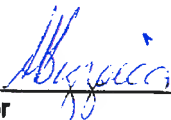
Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	1,143,712 fully paid ordinary shares in the Company.
3	Holders details	Nehemine Pty Ltd as trustee for the McCreddie Family Trust, 4 Tremlow Crescent, Ambervale, NSW, 2560

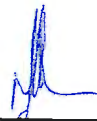
Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

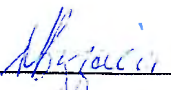
^ 
Director

^ STEPHEN BIZZACA
Full name of Director

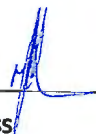
^ 
Director/Secretary

^ TONY MCFADDEN
Full name of Director/Secretary

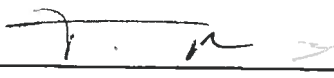
Signed sealed and delivered for and on behalf of
Nehemine Pty Ltd ACN 116 397 525 as trustee for
the McCreadie Family Trust under Power of
Attorney in the presence of:

^ 
Signature of Attorney

^ STEPHEN BIZZACA
Full name of Attorney

^ 
Signature of witness

^ TONY MCFADDEN.
Name of witness (print)

^ 
Signature of Attorney

^ ANTONIO DE SANTIS
Full name of Attorney

ANNEXURE J
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE J OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND DE SANTIS PUBLIC RELATIONS PTY LTD AS TRUSTEE FOR THE DE SANTIS FAMILY TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

De Santis Public Relations Pty Ltd ACN 116 802 076 as trustee for the De Santis Family Trust

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule


Particulars (clause 1)

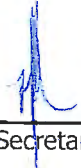
1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	879,670 fully paid ordinary shares in the Company.
3	Holders details	De Santis Public Relations Pty Ltd as trustee for the De Santis Family Trust, 165 Koloona Avenue, Mount Keira, NSW 2500

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

A 
Director

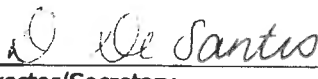
A 
Director/Secretary

A STEPHEN BIZZACA
Full name of Director

A TONY McFadden
Full name of Director/Secretary

Executed by
De Santis Public Relations Pty Ltd ACN 116 802 076
as trustee for the De Santis Family Trust by:

A 
Director

A 
Director/Secretary

A 
Full name of director

A DEBORAH KATHRYN DE SANTIS
Full name of director/secretary

ANNEXURE K
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE K OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND L & C GARDNER PTY LTD AS TRUSTEE FOR THE GARDNER FAMILY TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

L & C Gardner Pty Ltd ACN 127 453 427 as trustee for the Gardner Family Trust

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule		8
	Particulars (clause 1)	8
Execution		9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

Particulars (clause 1)


1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	295,569 fully paid ordinary shares in the Company.
3	Holders details	L & C Gardner Pty Ltd as trustee for the Gardner Family Trust, 15 Browns Road, The Oakes, NSW, 2570

LG

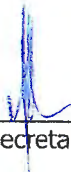
Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

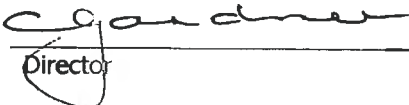
A  _____
Director

A STEPHEN BIZZACA
Full name of Director


A  _____
Director/Secretary

A TONY McFadden
Full name of Director/Secretary

Executed by
L & C Gardner Pty Ltd ACN 127 453 427 as trustee
for the Gardner Family Trust by:

A  _____
Director

A CHRISTINE MARY GARDNER
Full name of director

A  _____
Director/Secretary

A LESLIE JOHN GARDNER
Full name of director/secretary

ANNEXURE L

VOLUNTARY RESTRICTION DEED

DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE L OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND C & L DAWKINS PTY LTD AS TRUSTEE FOR THE CARL DAWKINS FAMILY TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN

COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893 ABN 18 127 894 893

C & L Dawkins Pty Ltd ACN 127 453 445 as trustee for the Carl Dawkins
Family Trust

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder's warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated

2010

Parties

Company

Delta SBD Limited ACN 127 894 893

of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder

As set out in the Schedule

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule


Particulars (clause 1)

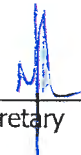
1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	323,719 fully paid ordinary shares in the Company.
3	Holders details	C & L Dawkins Pty Ltd as trustee for the Carl Dawkins Family Trust, 20 Stargard Crescent, Picton, NSW, 2571

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

A 
Director

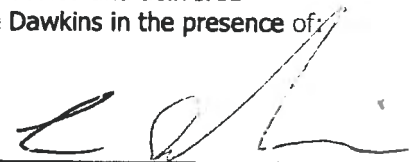
A 
Director/Secretary

A STEPHEN BIZZACA
Full name of Director

A TONY McEndon
Full name of Director/Secretary

Signed sealed and delivered
by Lee Dawkins in the presence of:

A 
Signature of Lee Dawkins

A 
Signature of witness

A CARL IAN DAWKINS
Name of witness (print)

ANNEXURE M
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE M OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND D & T WITHERS PTY LTD AS TRUSTEE FOR THE WITHERS FAMILY TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

D & T Withers Pty Ltd ACN 127 453 418 as trustee for the Withers Family Trust

Power of
Attorney

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder's warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
	Schedule -----	8
	Particulars (clause 1)	8
	Execution -----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule


Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	177,341 fully paid ordinary shares in the Company.
3	Holders details	D & T Withers Pty Ltd as trustee for the Withers Family Trust, 23 Toggerai Street, Appin, NSW, 2560


Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

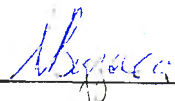
^ 
Director

^ STEPHEN BIZZACA
Full name of Director


^ 
Director/Secretary

^ TONY MCFADDEN
Full name of Director/Secretary

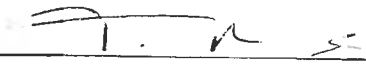
Signed sealed and delivered for and on behalf of
D & T Withers Pty Ltd ACN 127 453 418
as trustee for the Withers Family Trust under
Power of Attorney in the presence of:

^ 
Signature of Attorney

^ STEPHEN BIZZACA
Full name of Attorney

^ 
Signature of witness

^ TONY MCFADDEN
Name of witness (print)

^ 
Signature of Attorney

^ ANTONIO DE SANTIS
Full name of Attorney

ANNEXURE N
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE N OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND MESDAM PTY LTD FOR THE MICHAEL DAWKINS FAMILY TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

19/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Mesdam Pty Ltd ACN 127 453 454 as trustee for the Michael Dawkins Family Trust

Power of Attorney

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
	Schedule -----	8
	Particulars (clause 1)	8
	Execution -----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

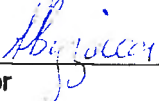
Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	323,719 fully paid ordinary shares in the Company.
3	Holder details	Mesdam Pty Ltd as trustee for the Michael Dawkins Family Trust, 13 Hollier Road, Picton, NSW, 2571


Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

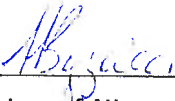
^ 
Director

^ STEPHEN BIZZACA
Full name of Director

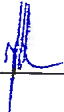
^ 
Director/Secretary

^ TONY MYFADEN
Full name of Director/Secretary


Signed sealed and delivered for and on behalf of
Mesdam Pty Ltd ACN 127 453 454 as trustee for
the Michael Dawkins Family Trust under Power of
Attorney in the presence of:

^ 
Signature of Attorney

^ STEPHEN BIZZACA
Full name of Attorney

^ 
Signature of witness

^ TONY MYFADEN
Name of witness (print)

^ 
Signature of Attorney

^ ANTONIO DESANTIS
Full name of Attorney

ANNEXURE O
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE O OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND ANN JUDITH DIAZ.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Ann Judith Diaz

Power of
Attorney

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry Into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

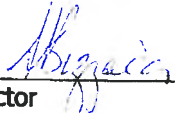
Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	35,186 fully paid ordinary shares in the Company.
3	Holders details	Ann Judith Diaz, 3 Honeyeater Close, Farmborough Heights, NSW, 2526

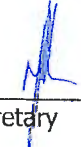
Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

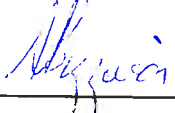
^ 
Director

^ STEPHEN BIZZACCA
Full name of Director

^ 
Director/Secretary

^ TONY MCFADDEN
Full name of Director/Secretary

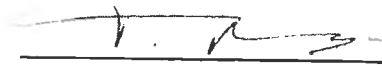
Signed sealed and delivered for and on behalf of
Ann Judith Diaz under Power of Attorney in the
presence of:

^ 
Signature of Attorney

^ STEPHEN BIZZACCA
Full name of Attorney

^ 
Signature of witness

^ TONY MCFADDEN
Name of witness (print)

^ 
Signature of Attorney

^ ANTONIO DESANTIS
Full name of Attorney

ANNEXURE P
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE P OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND DANNY MILANI.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Danny Milani

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder’s warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

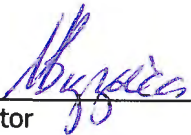
Particulars (clause 1)


1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	35,186 fully paid ordinary shares in the Company.
3	Holder details	Danny Milani, 4 Mitchell Place, Kiama Downs, NSW, 2533

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

^ 
Director

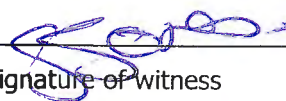
^ 
Director/Secretary

^ STEPHEN BIZZACA
Full name of Director

^ TONY McFadden
Full name of Director/Secretary

Signed sealed and delivered
by Danny Milani in the presence of:

^ 
Signature of Danny Milani

^ 
Signature of witness

^ Julie Jones
Name of witness (print)

ANNEXURE Q
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE Q OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND BRONWYN GAYE MARVELL.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Bronwyn Gaye Marvell

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

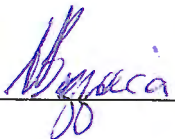
Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	35,197 fully paid ordinary shares in the Company.
3	Holders details	Bronwyn Gaye Marvell, 11 Coronata Drive, Figtree, NSW, 2525

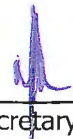
Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

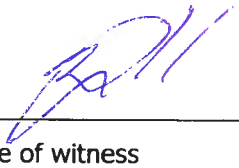
^ Director 

^ Full name of Director **STEPHEN BIZZACA**

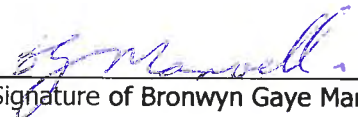
^ Director/Secretary 

^ Full name of Director/Secretary **TONY McFADDEN**

Signed sealed and delivered
by Bronwyn Gaye Marvell in the presence of:

^ Signature of witness 

^ Name of witness (print) **NEIL MARVELL**

^ Signature of Bronwyn Gaye Marvell 

Schedule

Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	35,197 fully paid ordinary shares in the Company.
3	Holder details	Bronwyn Gaye Marvell, 11 Coronata Drive, Figtree, NSW, 2525

ANNEXURE R
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE R OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND WILLIAM PETER HUUSKES AND NADIA HUUSKES AS TRUSTEES FOR THE WILLIAM AND NADIA HUUSKES SUPERANNUATION FUND.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

William Peter Huuskes and Nadia Huuskes as trustees for the William and Nadia Huuskes Superannuation Fund

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder’s warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	17,593 fully paid ordinary shares in the Company.
3	Holder details	William Peter Huuskes and Nadia Huuskes as trustees for the William and Nadia Huuskes Superannuation Fund, P O Box 440, Albion Park, NSW, 2527

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

^ *Nyrica*
Director

^ *[Signature]*
Director/Secretary

^ STEPHEN BIZZACA
Full name of Director

^ TONY McFALLER
Full name of ~~Director~~/Secretary

Executed by
William Peter Huuskas as trustee for the William
and Nadia Huuskas Superannuation Fund by:

^ *W Huuskas*
Director

^ _____
Director/Secretary

^ WILLIAM PETER HUSKES
Full name of director

^ _____
Full name of director/secretary

Executed by
Nadia Huuskas as trustee for the William and Nadia
Huuskas Superannuation Fund by:

^ *N. Huuskas*
Director

^ _____
Director/Secretary

^ NADIA HUSKES
Full name of director

^ _____
Full name of director/secretary

ANNEXURE S
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE S OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.


THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND COALSHARE SERVICES PTY LTD AS TRUSTEE FOR THE BRANNON FAMILY TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

RECEIVED
- 6 DEC 2010

.....

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Coalshare Services Pty Ltd ACN 118 736 217 as trustee for the Brannon
Family Trust

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder’s warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated

2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	17,593 fully paid ordinary shares in the Company.
3	Holders details	Coalshare Services Pty Ltd as trustee for the Brannon Family Trust, 8 Avon Parade, Mount Kembla, NSW, 2526

ANNEXURE T
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE T OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND SBD NOMINEES PTY LTD AS TRUSTEE FOR SBD TRADING TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

SBD Nominees Pty Ltd ACN 069 598 894 as trustee for the SBD Trading Trust

Table of contents

Parties -----	1
Background -----	1
Agreed terms -----	1
1 Definitions and interpretation -----	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions -----	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers -----	3
4 Condition subsequent -----	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid -----	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements -----	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger -----	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties -----	5
8.1 Holder’s warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document -----	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile -----	6
11 General -----	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	<p>(a) for 100% of the Securities, from the date of this document until the date that is 12 months after the Company is listed on ASX;</p> <p>(b) for 66% of the Securities, from the date of this document until the date that is 18 months after the Company is listed on ASX; and</p> <p>(c) for 33% of the Securities, from the date of this document until the date that is 24 months after the Company is listed on ASX.</p>
2	Particulars of Securities	12,475,256 fully paid ordinary shares in the Company.
3	Holders details	SBD Nominees Pty Ltd as trustee for SBD Trading Trust, 8 Weaver Terrace, Bulli, NSW, 2516


Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

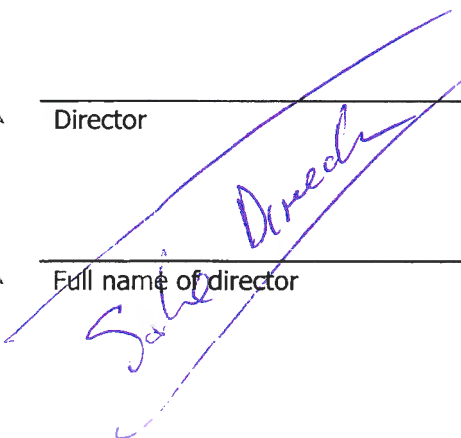

A _____
Director

ANTONIO DE SANTIS
A _____
Full name of Director

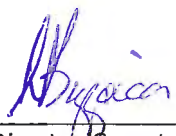

A _____
Director/Secretary

TONY McFadden
A _____
Full name of Director/Secretary

Executed by
SBD Nominees Pty Ltd ACN 069 598 894 as trustee
for SBD Trading Trust by:


A _____
Director

Saba Dinechi
A _____
Full name of director


A _____
Director/Secretary

STEPHEN BIZZAEN
A _____
Full name of director/secretary

ANNEXURE U
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE U OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND TITANWOOD HOLDINGS PTY LTD.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED: 18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Titanwood Holdings Pty Ltd ACN 051 137 476

Table of contents

Parties	-----	1
Background	-----	1
Agreed terms	-----	1
1 Definitions and interpretation	-----	1
1.1	Definitions	1
1.2	Interpretation	2
2 Restrictions	-----	3
2.1	Holder activity during Restricted Period	3
2.2	Deposit of certificates	3
2.3	Holding lock	3
3 Permitted transfers	-----	3
4 Condition subsequent	-----	3
4.1	Restrictions released if listing is not achieved	3
5 Takeover Bid	-----	4
5.1	Release during Takeover Bid	4
5.2	Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	-----	4
6.1	Entry into Pre-bid Acceptance Agreements	4
6.2	Limited release	5
7 Merger	-----	5
7.1	Release during merger	5
7.2	Return of certificate or holding lock	5
8 Warranties	-----	5
8.1	Holder’s warranties	5
8.2	Breach of warranties	5
9 Consequences of breaching this document	-----	5
9.1	Enforcement	5
9.2	Consequences of breach	5
10 Facsimile	-----	6
11 General	-----	6
11.1	Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated

2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule


Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	<p>(a) for 100% of the Securities, from the date of this document until the date that is 12 months after the Company is listed on ASX;</p> <p>(b) for 66% of the Securities, from the date of this document until the date that is 18 months after the Company is listed on ASX; and</p> <p>(c) for 33% of the Securities, from the date of this document until the date that is 24 months after the Company is listed on ASX.</p>
2	Particulars of Securities	1,059,360 fully paid ordinary shares in the Company.
3	Holders details	Titanwood Holdings Pty Ltd, 8 Weaver Terrace, Bulli, NSW, 2516


Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

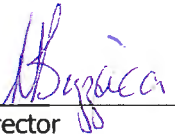

^ _____
Director

ANTONIO DE SANTIS
^ _____
Full name of Director



^ _____
Director/Secretary

Tony McFallon.
^ _____
Full name of Director/Secretary

Signed sealed and delivered
by
Titanwood Holdings Pty Ltd ACN 051 137 476 by:


^ _____
Director

STEPHEN BIZZACA
^ _____
Full name of Director


^ _____
Director/Secretary

Denise Pegg
^ _____
Full name of Director/Secretary

ANNEXURE V
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE V OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND BLADE EQUITIES PTY LTD AS TRUSTEE FOR THE KATHAGE SUPERANNUATION FUND.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED: 18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Blade Equities Pty Ltd ACN 104 003 732 as trustee for the Kathage
Superannuation Fund

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder’s warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	128,205 fully paid ordinary shares in the Company.
3	Holders details	Blade Equities Pty Ltd as trustee for the Kathage Superannuation Fund, Payne Luyten & Associates Pty Ltd, P O Box 340, Acacia Ridge, QLD, 4110

ANNEXURE W
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE W OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND BLADE EQUITIES PTY LTD AS TRUSTEE FOR THE MONARCH INVESTMENT TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED: 18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Blade Equities Pty Ltd ACN 104 003 732 as trustee for the Monarch
Investment Trust

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry Into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated

2010

Parties

Company

Delta SBD Limited ACN 127 894 893

of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder

As set out in the Schedule

Background

- A The Company has or will Issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	<ul style="list-style-type: none"> (a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

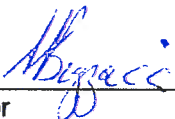
Particulars (clause 1)


1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	448,719 fully paid ordinary shares in the Company.
3	Holder details	Blade Equities Pty Ltd as trustee for the Monarch Investment Trust, Payne Luyten & Associates Pty Ltd, P O Box 340, Acacia Ridge, QLD, 4110

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

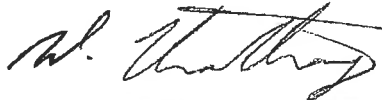
^  _____
Director

^  _____
Director/Secretary

^ STEPHEN BIZZACA
Full name of Director

^ TOMY McFadden
Full name of Director/Secretary

Executed by
Blade Equities Pty Ltd ACN 104 003 732 as trustee
for the Monarch Investment Trust by:

^  _____
Director

^ _____
Director/Secretary

^ WADE NOEL KATHAGE
Full name of director

^ _____
Full name of director/secretary

ANNEXURE X
VOLUNTARY RESTRICTION DEED
DELTA SBD LIMITED ACN 127 894 893

THIS IS ANNEXURE X OF 9 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

THIS IS A TRUE COPY OF THE VOLUNTARY RESTRICTION DEED BETWEEN DELTA SBD LIMITED AND TAMBUTI PTY LTD AS TRUSTEE FOR THE PODOCARPUS FAMILY TRUST.

ALL TERMS AND CONDITIONS OF THE AGREEMENT ARE CONTAINED IN THE ATTACHED DEED.

DATED:

18/12/10

SIGNED



ANTHONY MCFADDEN
COMPANY SECRETARY

Voluntary restriction deed

Delta SBD Limited ACN 127 894 893

Tambuti Pty Ltd ACN 127 439 936 as trustee for the Podocarpus Family Trust

Powis
Attorney

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	2
2 Restrictions	3
2.1 Holder activity during Restricted Period	3
2.2 Deposit of certificates	3
2.3 Holding lock	3
3 Permitted transfers	3
4 Condition subsequent	3
4.1 Restrictions released if listing is not achieved	3
5 Takeover Bid	4
5.1 Release during Takeover Bid	4
5.2 Return of certificate or holding lock	4
6 Pre-bid Acceptance Agreements	4
6.1 Entry into Pre-bid Acceptance Agreements	4
6.2 Limited release	5
7 Merger	5
7.1 Release during merger	5
7.2 Return of certificate or holding lock	5
8 Warranties	5
8.1 Holder's warranties	5
8.2 Breach of warranties	5
9 Consequences of breaching this document	5
9.1 Enforcement	5
9.2 Consequences of breach	5
10 Facsimile	6
11 General	6
11.1 Governing law and jurisdiction	6

11.2	Counterparts	6
12	Notice -----	6
12.1	Method of giving notice	6
12.2	When is notice given	6
12.3	Address for notices	7
Schedule	-----	8
	Particulars (clause 1)	8
Execution	-----	9

Voluntary restriction deed

Dated 2010

Parties

Company **Delta SBD Limited ACN 127 894 893**
of Suite 220, Centric, 4 Hyde Parade, Campbelltown NSW 2560

Holder **As set out in the Schedule**

Background

- A The Company has or will issue securities to the Holder.
- B The Holder holds, or may in the future hold, the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

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

Term	Definition
Affiliate	(a) a person who controls the Holder; (b) a spouse (or partner), sibling, parent or child of the Holder or a party mentioned in paragraph (a); (c) an entity controlled by a party mentioned in paragraph (a) or (b); (d) an entity in which the parties mentioned in paragraph (a) or (b) have an economic interest of greater than 50%; or (e) a family superannuation fund of which a party mentioned in paragraph (a) or (b) is a beneficiary.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the context requires).
Bidder	has the meaning given to that term in the Corporations Act.
Board	means the board of directors of the Company.

Term	Definition
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means Corporations Act 2001 (Cth).
Listing Rules	means the listing rules of ASX which govern, among other things, the admission of entities to the official list of ASX, disclosure and some aspects of a listed company's conduct.
Related Body Corporate	has the meaning given to that term by section 9 Corporations Act.
Restricted Period	means the period set out in the Schedule.
Securities	means the securities set out in the Schedule.
Superior Proposal	means competing Takeover Bid that has been publicly announced and that, taking into account all aspects of the competing Takeover Bid, is: <ul style="list-style-type: none"> (a) reasonably capable of being completed; and (b) values each Security higher than under any other Takeover Bid that is on offer at the relevant time.
Takeover Bid	has the meaning given to that term in the <i>Corporations Act 2001</i> (Cth).

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (g) a reference to this document includes the agreement recorded by this document;
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;

- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (k) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder activity during Restricted Period

Subject to clauses 3, 4, 5, 6 and 7, during the Restricted Period the Holder must not do any of the following:

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

2.2 Deposit of certificates

If the Securities are kept on a certificated subregister the Holder must deposit the certificates for the Securities with a bank or recognised trustee for the Restricted Period.

2.3 Holding lock

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

3 Permitted transfers

- (a) Subject to clause 3(b), clause 2 does not apply to a transfer by the Holder of Securities to an Affiliate of the Holder or the transfer from an Affiliate of the Holder to another Affiliate of the Holder, but if the transferee under this clause ceases to be an Affiliate of the Holder, then the relevant Securities must be promptly transferred by the transferee back to the Holder.
- (b) The Holder must not transfer Securities under clause 3(a) unless the relevant Affiliate signs a document, in substantially identical terms to this document.

4 Condition subsequent

4.1 Restrictions released if listing is not achieved

If, on the date that is six months after the date of this document, the Company is not admitted to the official list of ASX, this document terminates immediately.

5 Takeover Bid

5.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if:

- (a) a Takeover Bid is made to acquire all of the issued ordinary securities of the Company and, if the Securities are not ordinary securities, all the securities of the same class as the Securities; and
- (b) at least 50% of the securities of the Company in the bid class for which acceptances are received under the Takeover Bid are not subject to restrictions in the terms of those in clause 2.

5.2 Return of certificate or holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for the certificate for the Securities to be returned to the bank or recognised trustee, or for a holding lock to be applied.

6 Pre-bid Acceptance Agreements

6.1 Entry Into Pre-bid Acceptance Agreements

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

- (a) be subject to a condition precedent that the Bidder publicly propose the Offer within 5 Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) require the Holder to accept the Offer for all or any part of the Securities no earlier than 10 Business Days after the offer period begins;
- (c) automatically terminate if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a superior proposal (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and represents superior value to members of the Company) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

6.2 Limited release

- (a) Subject to clause 6.2(b) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 6.1, the Company must release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2 and do all other things necessary in time to permit the Holder to comply with its obligation to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 6.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.

7 Merger

7.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by notice in writing to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 *Corporations Act 2001* (Cth).

7.2 Return of certificate or holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for the Securities certificate to be returned to the bank or recognised trustee or for a holding lock to be applied.

8 Warranties

8.1 Holder's warranties

The Holder warrants to the Company that:

- (a) before the Restricted Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) the Holder has power to enter into and perform its obligations under this document.

8.2 Breach of warranties

A breach of the warranties in clause 8.1 is a breach of this document.

9 Consequences of breaching this document

9.1 Enforcement

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

9.2 Consequences of breach

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

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

10 Facsimile

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

11 General

11.1 Governing law and jurisdiction

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

11.2 Counterparts

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

12 Notice

12.1 Method of giving notice

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

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent by prepaid mail (and by prepaid airmail if the person is overseas) to that person's address; or
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient.

12.2 When is notice given

A notice, consent or communication delivered under clause 12.1 is given and received:

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

12.3 Address for notices

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

Company:

The Company Secretary
Suite 220, Centric
4 Hyde Parade
Campbelltown, NSW 2560
Ph: (02) 4629 0300
Fax: (02) 4629 0399

Holder:

As set out in the Schedule

Schedule

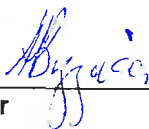
Particulars (clause 1)

1	Restricted Period (the period during which the Securities are restricted)	All Securities are restricted for 12 months after the Company is listed on ASX
2	Particulars of Securities	550,809 fully paid ordinary shares in the Company.
3	Holder details	Tambuti Pty Ltd as trustee for the Podocarpus Family Trust, 59 Mbine Drive, Habana, QLD 4740

Execution

EXECUTED as a deed

Signed sealed and delivered
by Delta SBD Limited ACN 127 894 893 by:

A 

Director

A STEPHEN BIZZACA

Full name of Director

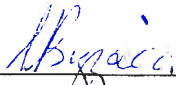
A 

Director/Secretary

A TONY MCFADDEN

Full name of Director/Secretary


Signed sealed and delivered for and on behalf of
Tambutu Pty Ltd ACN 127 439 936 as trustee for
the Podocarpus Family Trust under Power of
Attorney in the presence of:

A 

Signature of Attorney

A STEPHEN BIZZACA

Full name of Attorney

A 

Signature of witness

A TONY MCFADDEN

Name of witness (print)

A 

Signature of Attorney

A ANTONIO DE SANTIS

Full name of Attorney