

**Form 604**

Corporations Act 2001

Section 671B

**Notice of change of interests of substantial holder**

To: Company Name/Scheme SITE GROUP INTERNATIONAL LIMITED  
 ACN/ARSN ACN 003 201 910

**1. Details of substantial holder(1)**

Name SITE GROUP INTERNATIONAL LIMITED  
 ACN / ARSN (if applicable) ACN 003 201 910

There was a change in the interests of the substantial holder on 18/06/2012

The previous notice was given to the Company on 25/05/2012

The previous notice was dated 25/05/2012

**2. Previous and present voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate(2) has a relevant interest (3) in when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of Securities (4)	Previous Notice		Present Notice	
	Person's Votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	49,815,000	22.41%	55,065,000	23.99%

**3. Changes in relevant interests**

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

Date of Change	Person whose relevant interest changed	Nature of Change(6)	Consideration given in relation to change(7)	Class and number of shares affected	Person's votes affected
18/06/2012	SITE GROUP INTERNATIONAL LIMITED	Voluntary escrow issued shares pursuant to the terms of the transaction between the Company and Cyba Recruitment Ltd (a company established in Hong Kong) and others (see announcements dated 17/11/11 and 17/04/12)	N/A	4,000,000	4,000,000

18/06/2012	SITE GROUP INTERNATIONAL LIMITED	Voluntary escrow issued shares pursuant to the terms of the Cyba consultant incentive share deed between John Gilbert Rodgers and the Company (see announcements dated 17/11/11 and 17/04/12)	Cyba recruitment services (see announcements dated 17/11/11 and 17/04/12)	750,000	750,000
18/06/2012	SITE GROUP INTERNATIONAL LIMITED	Voluntary escrow issued shares under employee share plan (see announcement on 09/05/2012, notice of general meeting announced on 15/05/12)	N/A	500,000	500,000

#### 4. Present relevant interests

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder(8)	Nature of relevant interest(6)	Class and number of securities	Person's votes
SITE GROUP INTERNATIONAL LIMITED	See Annexure A (Voluntary escrow)	See Annexure A (Voluntary escrow)	The Company has a relevant interest in its own securities as a result of voluntary restrictions agreed by Cyba Recruitment Ltd (a company established in Hong Kong) and others pursuant to the terms of the transaction and specifically those restriction conditions detailed in the voluntary restriction deeds contained in Annexure A.	4,000,000	1.74%
SITE GROUP INTERNATIONAL LIMITED	See Annexure B (Voluntary escrow)	See Annexure B (Voluntary escrow)	The Company has a relevant interest in its own securities as a result of voluntary restrictions agreed by John Gilbert Rodgers pursuant to the terms of the transaction and specifically those restriction conditions detailed in the voluntary restriction deeds contained in Annexure B.	750,000	0.33%

SITE GROUP INTERNATIONAL LIMITED	See the Notice of change of interests of substantial holder announced on 25/05/12 (Voluntary escrow)	See the Notice of change of interests of substantial holder announced on 25/05/12 (Voluntary escrow)	The Company has a relevant interest in its own securities as a result of voluntary restrictions agreed by employees issued sign on shares which give it the power to control the exercise of a power to dispose of those securities for the purpose of s608(1). See the Notice of change of interests of substantial holder announced on 25/05/12 (Voluntary escrow) for terms of restrictions.	500,000	0.22%
SITE GROUP INTERNATIONAL LIMITED	See the Notice of change of interests of substantial holder announced on 25/05/12 (Voluntary escrow)	See the Notice of change of interests of substantial holder announced on 25/05/12 (Voluntary escrow)	See the Notice of change of interests of substantial holder announced on 25/05/12 (Voluntary escrow) for terms of restrictions.	2,085,000	0.91%
SITE GROUP INTERNATIONAL LIMITED	See the Notice of change of interests of substantial holder announced on 25/05/12 (Voluntary escrow)	See the Notice of change of interests of substantial holder announced on 25/05/12 (Voluntary escrow)	See the Notice of change of interests of substantial holder announced on 25/05/12 (Voluntary escrow) for the terms of the restrictions.	7,030,000	3.06%
SITE GROUP INTERNATIONAL LIMITED	See the Notice of change of interests of substantial holder announced on 25/05/12 (Mandatory escrow)	See the Notice of change of interests of substantial holder announced on 25/05/12 (Mandatory escrow)	See the Notice of change of interests of substantial holder announced on 25/05/12 (Mandatory Escrow) for terms of restrictions.	40,700,000	17.73%

**5. Changes in Association**

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

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

**6. Addresses**

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

Name	Address
SITE GROUP INTERNATIONAL LIMITED	Level 4, 96 Albert Street, Brisbane, QLD 4000

**Signature**

Print name **ANDREW BURSILL** capacity **COMPANY SECRETARY**

Sign here  date **21 /06 /2012**

**DIRECTIONS**

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

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



## Annexure A

Site Group International Limited ACN 003 201 910

This is Annexure A of 27 pages referred to in the Form 604 (Notice of change of interests of substantial holder) comprising the following documents:

1. Voluntary Restriction Deed between Site Group International Ltd and Cyba Recruitment Ltd; and
  2. Voluntary Restriction Deed between Site Group International Ltd and J&L Rodgers Family Trust.
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Andrew Bursill  
Company Secretary  
Site Group International Limited

Date: 21 June 2012



HopgoodGanim  
LAWYERS

# Voluntary Restriction Deed

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Site Group International Limited (**Entity**)

Cyba Recruitment Limited (**Holder**)

Those persons set out more particularly in part A of schedule 1 (each a **Controller**)

Contact - Nicole Radice, Partner, [n.radice@hopgoodganim.com.au](mailto:n.radice@hopgoodganim.com.au)

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Brisbane Qld 4000 Australia

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Date 16 April 2012

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**Parties**

Site Group International Limited ACN 003 201 910 (**Entity**)

Cyba Recruitment Limited (**Holder**)

Those persons set out more particularly in part A of schedule 1 (each a **Controller**)

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**Background**

- A. The Entity intends to issue the Restricted Securities to the Holder.
- B. The Holder will hold the Restricted Securities as set out in this Deed.
- C. The Holder will only deal with the Restricted Securities upon the terms set out in this Deed.

**It is agreed**

**1. Definitions and Interpretation**

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1.1 In this Deed:

**ASIC** means the Australian Securities and Investments Commission;

**ASX** means the Australian Securities Exchange;

**Authorised Officer** of a party which is a corporation means:

- (a) an employee of the party whose title contains either of the words "Director" or "Manager";
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this Deed and notified to the others;

**Controller interests** means the interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in Part B of Schedule 1;

**Corporations Act 2001** means the *Corporations Act 2001* (Cth);

**Dispose** has the meaning ascribed to it in the Listing Rules;

**Escrow Period** means:

- (a) in respect of each Tranche 1 Security, the period commencing on the date of issue of the Tranche 1 Security and ending six months (6) months from the date of issue of the Tranche 1 Security; and



- (b) in respect of each Tranche 2 Security, the period commencing on the date of issue of the Tranche 2 Security and ending one (1) year from the date of issue of the Tranche 2 Security;

**Listing Rules** means the Listing Rules of the ASX as amended from time to time;

**Official List** has the meaning ascribed to it in the Listing Rules;

**Particulars of Security Interests over Controller Interests** has the meaning ascribed to it in clause 5.2(c);

**Party** means any party to this Deed and references to **Parties** shall have a corresponding meaning;

**Permitted Dealings** means a dealing which is made in accordance with and pursuant to any of the following events:

- (a) a takeover in respect of the Entity by a person other than the Holder or the controller;
- (b) a scheme of arrangement implemented in respect of the Entity under the *Corporations Act 2001* (Cth) with a view to a person other than the Holder or the controller acquiring all of the issued share capital of the Entity;
- (c) the buy back of the Restricted Securities (or any of them) in accordance with the terms of the Restraint Deed;

**PPS Act** means the *Personal Property Securities Act 2009* (Cth);

**Recognised Trustee** shall have the meaning ascribed to it in the Listing Rules;

**Restricted Securities** means:

- (a) the Tranche 1 Securities; and
- (b) the Tranche 2 Securities;

**Restraint Deed** means the restraint deed dated on or about the date of this deed between Brett McPhee, John Rodgers and Site Group International Limited and others.

**Security** has the meaning ascribed to it in the Listing Rules;

**Security Interest** means:

- (a) an interest in or right:
- (1) reserved over property (including any retention of title to property or any right to set off or withhold payment of any deposit or other moneys); or
- (2) created or otherwise arising over property under a mortgage, charge, bill of sale (as defined in any relevant statute), lien, pledge, trust or right,

by way of security for the payment of a debt or other monetary obligation or the performance of or compliance with any other obligation;

- (b) any instrument or transaction which reserves, constitutes or evidences the interests and rights referred to in paragraph (a); and





- (c) any other interest which constitutes a security interest as that term is defined in the PPS Act.

**Security Interests over Restricted Securities** shall have the meaning ascribed to it in clause 5.2(b);

**Takeover announcement** and **takeover scheme** shall have the meanings ascribed to those terms in of the *Corporations Act 2001* (Cth);

**Trading Day** has the meaning ascribed to it in the Listing Rules.

**Services Contract** means the services contract entered into between Cyba Recruitment Limited and Site WorkReady (Philippines) Pty Ltd ACN 156 417 284 dated on or about the date of this Deed;

**Tranche 1 Securities** means 1,000,000 fully paid ordinary shares in the Entity issued to the Holder pursuant to the Restraint Deed and any securities attaching to or arising out of those Securities;

**Tranche 2 Securities** means 1,000,000 fully paid ordinary shares in the Entity issued to the Holder pursuant to the Restraint Deed and any securities attaching to or arising out of those Securities.

1.2 In this Deed, unless the contrary intention appears:

- (a) a reference to:
- (1) this Deed or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;
  - (2) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them;
  - (3) a person, firm, corporation, association or government body includes any other of them;
  - (4) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a party by novation) and assigns;
  - (5) a time is a reference to Brisbane time unless otherwise specified;
  - (6) a right includes a benefit, remedy, authority, discretion and power;
- (b) the singular includes the plural and vice versa;
- (c) headings shall not affect the construction;
- (d) where two or more persons are defined as a party to this Deed that term means each of the persons jointly, each of them severally and any two or more of them jointly;
- (e) words and expressions defined in the Listing Rules, and not in this Deed, have the meanings ascribed to them in the Listing Rules;
- (f) an agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation,



representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.

## 2. Escrow restrictions

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- 2.1 Except for the Permitted Dealings, during the Escrow Period, the Holder will not do any of the following:
- (a) Dispose of, or agree or offer to Dispose of, the Restricted Securities;
  - (b) Create, or agree or offer to create, any Security Interest in the Restricted Securities;
  - (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 Restricted Securities.

## 3. Controller's restrictions

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- 3.1 Except for the Permitted Dealings, during the Escrow Period, a Controller will not do any of the following:
- (a) Dispose of, or agree or offer to Dispose of, the Controller Interests;
  - (b) create, or agree or offer to create, any Security Interest in the Controller Interests;
  - (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 Controller Interests.

## 4. Certificates and statements of holding

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- 4.1 In the event that Restricted Securities are certificated, the Holder will deposit the certificates for the Restricted Securities with a bank or Recognised Trustee for the Escrow Period.
- 4.2 In the event that the Restricted Securities are not certificated, then the Holder shall provide a copy of this Deed to the share registrars of the Entity.

## 5. Warranties

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- 5.1 If only the Holder and the Entity are parties to this Deed, one of the following applies (**Relevant Warranty**) and the Holder warrants the Relevant Warranty to the Entity:
- (a) The Holder is an individual; or
  - (b) The Holder has no Controller.
- 5.2 The Holder and each Controller jointly and severally represent and warrant (as at the date of this Deed and throughout the Escrow Period) to the Entity the following:
- (a) If the Holder, the Entity and any Controller are parties to this Deed, the Holder has no other Controller than the Controllers set out in Part A of Schedule 1 with the corresponding Controller Interests identified in Part B of Schedule 1;
  - (b) If the details in Schedule 2 have been completed, the full particulars of the Security Interests over the Restricted Securities which have been created, or are agreed or offered to be created, in the Restricted Securities are set out in full (**Security Interests over Restricted Securities**). A release of each Security Interests Over Restricted Securities has been entered into and a copy of the relevant documentation is attached





to this Deed. Apart from the entry into the Security Interests Over Restricted Securities, before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period;

- (c) If Part C of Schedule 1 is completed, the full particulars of Security Interests which have been created, or are agreed or offered to be created, in the Controller Interests are set out in full (**Security Interests over Controller Interests**). A release of the Security Interests Over Controller Interests is attached to this Deed. Apart from the entry into the Security Interests Over Controller Interests, before the Escrow Period begins, the Controller has not done, or omitted to do, any act which would breach clause 3 if done or omitted during the Escrow Period.

5.3 A breach of any of these warranties, for the avoidance of doubt, is a breach of this Deed.

## **6. Permitted dealings**

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6.1 The Holder shall, notwithstanding the provisions of this Deed, be entitled to enter into and complete a Permitted Dealing.

6.2 The Holder shall immediately give notice of firstly the entry into and secondly the completion of any Permitted Dealing to the Entity.

## **7. Consequences of breaching this deed**

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7.1 If it appears to the Entity that the Holder or a Controller may breach this Deed, the Entity is entitled, but not obliged, to take the steps necessary to prevent the breach, or to enforce this Deed.

7.2 If the Holder or a Controller breaches this Deed, each of the following applies:

(a) the Entity may:

- (1) take the steps necessary to enforce this Deed, or to rectify the breach;
- (2) to the extent permitted by law, the *Corporations Act* and the Listing Rules, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion or other Disposal of any of the Restricted Securities;
- (3) sue the Holder and each Controller for breach of contract;
- (4) do all or any of the above things at its option.

(b) to the extent permitted by law, the *Corporations Act* and the Listing Rules, the Holder of the Restricted Securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

7.3 The Holder and each Controller indemnifies and keeps indemnified the Entity against any loss the Entity sustains as a result of any breach of this Deed by the Holder or a Controller. Without limiting the generality of this indemnity the Entity's loss is expressly agreed to include all legal costs which the Entity may incur (and whether calculated on a time charge basis or otherwise).

7.4 The rights and remedies of the Entity referred to in this clause 7 are in addition to and do not derogate from any other rights and remedies that the Entity may have at law as a result of the Holder or a Controller breaching this Deed.





## 8. Notices

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- 8.1 Any notice or other communication to or by any party shall be:
- (a) in writing and in the English language;
  - (b) addressed to the address of the recipient shown in this Deed or to such other address as it may have notified the sender; and
  - (c) be signed by the party or by an Authorised Officer of the sender.
- 8.2 In addition to any means authorised by law any communication may be given by:
- (a) being personally served on a party;
  - (b) being left at the party's current address for service;
  - (c) being sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
  - (d) being sent by facsimile to the party's current numbers for service; or
  - (e) being sent by email to the party's electronic email address.
- 8.3 A communication shall be deemed duly given or made in the case of:
- (a) delivery in person, when delivered;
  - (b) delivery by post:
    - (1) in Australia to an Australian address the second Trading Day after posting; or
    - (2) in any other case on the tenth Trading Day after posting;
  - (c) a facsimile, upon a transmission report being printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number; or
  - (d) email, when the sender's computer reports that the message has been delivered to the electronic mail address of the address,
- but if delivery is not made before 5.00pm on a Trading Day it shall be deemed to be received on the next Trading Day in that place.
- 8.4 The addresses and numbers for service are initially:

**Entity**

Address: Ground Floor, 144 Edward Street, Brisbane  
Facsimile: +61 7 3229 5678  
Attention: Chairman, Mr Vernon Wills

**Holder**

Address: 3713 The Centre, 99 Queens Road, Central, Hong Kong  
Facsimile: +852 3113 6678  
Attention: Mr Brett McPhee

**Controller**

Address: Refer to Schedule 1.

- 8.5 A party may from time to time change its address or numbers for service by notice to the other party.

**9. Amendment**

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- 9.1 Subject to the provisions in clause 9.2, this Deed will not be changed or waived without the Entity's written consent.
- 9.2 The Parties agree that this Deed, in the case of the Entity being admitted to the Official List, shall be varied in such manner and form as the ASX may require as a condition of the admission and continued listing of the Entity on the ASX.
- 9.3 The Parties agree to do all acts and things and execute all such documents as may be required to give effect to clause 9.2 of this Deed.

**10. Miscellaneous**

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**10.1 Assignment**

The parties shall not deal with any part of their rights or obligations under this Deed without the prior written consent of the other(s).

**10.2 Waivers**

- (a) A right in favour of the Entity under this Deed, subject to any express provision of this Deed to the contrary, may be waived prospectively or retrospectively by writing signed by the Entity.
- (b) No other act, omission or delay by the Entity will constitute a waiver of a right.

**10.3 Exercise Rights**

A single or partial exercise or waiver by the Entity of any right relating to this Deed will not prevent any other exercise of that right or the exercise of any other right.



#### 10.4 Remedies Cumulative

The rights provided under this Deed are cumulative and not exclusive of any rights provided by law.

#### 10.5 Attorney

The Holder and each Controller irrevocably appoint the Entity and its Authorised Officers jointly and severally its attorney on the following terms:

- (a) The Attorney has the right at any time to:
  - (1) perform and observe the obligations of the Holder and each Controller under this Deed;
  - (2) do everything which in the Attorney's reasonable opinion is necessary or expedient to enable the exercise of any right of the Holder and each Controller in relation to this Deed; and
  - (3) appoint substitutes and otherwise delegate its powers (including this power of delegation).
- (b) Any attorney may exercise its powers notwithstanding that the exercise of the power constitutes a conflict of interest or duty.
- (c) The Holder and each Controller shall from time to time and at all times ratify any exercise of a power by an attorney.
- (d) The power of attorney is granted to secure the performance of the obligations of the Holder and each Controller to the Entity under this Deed and any proprietary interests of the Entity under this Deed.



**Controller's details**

**Part A – Name and address of Controller**

<b>Name</b>	<b>Address</b>	<b>Facsimile No.</b>	<b>Email</b>
Brett McPhee			<a href="mailto:bmcphee@cybaservices.com">bmcphee@cybaservices.com</a>
John Rodgers			<a href="mailto:john@cybaservices.com">john@cybaservices.com</a>

**Part B - Particulars of Controller's Interests - Clause 1.1**

The beneficial owners of the Holder

**Part C - Particulars of Security Interests Over Controller's Interests – Clause 5.2(c)**

None



**Security Interests over Restricted Securities – Clause 5.2(b)**

None





**Signing page**

**Executed as a deed** by Site Group International Limited ACN 003 201 910

Director

*VERNON ALAN WILLIS*

Print full name of Director

Director/Secretary (if applicable)

Print full name of Director/Secretary

**Executed as a deed** by Cyba Recruitment Limited

Director

*JOSEPHINE ESPACIO SAMBRANO*

Print full name of Director

Director/Secretary

Print full name of Director/Secretary

**Signed sealed and delivered** by Brett McPhee in the presence of

Signature of Witness

*EDITH G. LAJLICH*

Print full name of Witness

Brett McPhee

**Signed sealed and delivered** by John Rodgers in the presence of

Signature of Witness

*EDITH G. LAJLICH*

Print full name of Witness

John Rodgers

# Voluntary Restriction Deed

---

Site Group International Limited (**Entity**)

John Gilbert Rodgers and Linda Marija Rodgers as trustees for The J & L Rodgers Family Trust (**Holder**)

Those persons set out more particularly in part A of schedule 1 (each a **Controller**)

Contact – Nicole Radice, Partner, [n.radice@hopgoodganim.com.au](mailto:n.radice@hopgoodganim.com.au)

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Date 16 April 2012

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## Parties

Site Group International Limited ACN 003 201 910 (Entity)

John Gilbert Rodgers and Linda Marija Rodgers as trustees for The J & L Rodgers Family Trust (Holder)

Those persons set out more particularly in part A of schedule 1 (each a Controller)

## Background

- A. The Entity intends to issue the Restricted Securities to the Holder.
- B. The Holder will hold the Restricted Securities as set out in this Deed.
- C. The Holder will only deal with the Restricted Securities upon the terms set out in this Deed.

## It is agreed

### 1. Definitions and interpretation

---

1.1 In this Deed:

**ASIC** means the Australian Securities and Investments Commission;

**ASX** means the Australian Securities Exchange;

**Authorised Officer** of a party which is a corporation means:

- (a) an employee of the party whose title contains either of the words "Director" or "Manager";
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this Deed and notified to the others;

**Controller** means each person who has a substantial interest in the equity of the Holder of, or a substantial economic interest in, the Restricted Securities and each intermediate entity through which that interest occurs;

**Controller interests** means the securities, substantial economic interest or other interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in Part B of Schedule 1;



**Corporations Act 2001** means the *Corporations Act 2001* (Cth);

**Dispose** has the meaning ascribed to it in the Listing Rules;

**Escrow Period** means:

- (a) in respect of each Tranche 1 Security, the period commencing on the date of issue of the Tranche 1 Security and ending six months (6) months from the date of issue of the Tranche 1 Security; and
- (b) in respect of each Tranche 2 Security, the period commencing on the date of issue of the Tranche 2 Security and ending one (1) year from the date of issue of the Tranche 2 Security;

**Listing Rules** means the Listing Rules of the ASX as amended from time to time;

**Official List** has the meaning ascribed to it in the Listing Rules;

**Particulars of Security Interests over Controller Interests** has the meaning ascribed to it in clause 5.2(c);

**Party** means any party to this Deed and references to **Parties** shall have a corresponding meaning;

**Permitted Dealings** means a dealing which is made in accordance with and pursuant to any of the following events:

- (a) a takeover in respect of the Entity by a person other than the Holder or the controller;
- (b) a scheme of arrangement implemented in respect of the Entity under the *Corporations Act 2001* (Cth) with a view to a person other than the Holder or the controller acquiring all of the issued share capital of the Entity;
- (c) the buy back of the Restricted Securities (or any of them) in accordance with the terms of the Restraint Deed;

**PPS Act** means the *Personal Property Securities Act 2009* (Cth);

**Recognised Trustee** shall have the meaning ascribed to it in the Listing Rules;

**Restricted Securities** means:

- (a) the Tranche 1 Securities; and
- (b) the Tranche 2 Securities;

**Restraint Deed** means the restraint deed dated on or about the date of this deed between Brett McPhee, John Rodgers and Site Group International Limited and others.

**Security** has the meaning ascribed to it in the Listing Rules;

**Security Interest** means:

- (a) an interest in or right:



- (1) reserved over property (including any retention of title to property or any right to set off or withhold payment of any deposit or other moneys); or
- (2) created or otherwise arising over property under a mortgage, charge, bill of sale (as defined in any relevant statute), lien, pledge, trust or right,

by way of security for the payment of a debt or other monetary obligation or the performance of or compliance with any other obligation;

- (b) any instrument or transaction which reserves, constitutes or evidences the interests and rights referred to in paragraph (a); and
- (c) any other interest which constitutes a security interest as that term is defined in the PPS Act.

**Security Interests over Restricted Securities** shall have the meaning ascribed to it in clause 5.2(b);

**Takeover announcement** and **takeover scheme** shall have the meanings ascribed to those terms in of the *Corporations Act 2001* (Cth);

**Trading Day** has the meaning ascribed to it in the Listing Rules.

**Services Contract** means the services contract entered into between Cyba Recruitment Limited and Site WorkReady (Philippines) Pty Ltd ACN 156 417 284 dated on or about the date of this Deed;

**Tranche 1 Securities** means 1,000,000 fully paid ordinary shares in the Entity issued to the Holder pursuant to the Restraint Deed and any securities attaching to or arising out of those Securities;

**Tranche 2 Securities** means 1,000,000 fully paid ordinary shares in the Entity issued to the Holder pursuant to the Restraint Deed and any securities attaching to or arising out of those Securities.

1.2 In this Deed, unless the contrary intention appears:

- (a) a reference to:
  - (1) this Deed or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;
  - (2) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them;
  - (3) a person, firm, corporation, association or government body includes any other of them;
  - (4) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a party by novation) and assigns;
  - (5) a time is a reference to Brisbane time unless otherwise specified;
  - (6) a right includes a benefit, remedy, authority, discretion and power;





- (b) the singular includes the plural and vice versa;
- (c) headings shall not affect the construction;
- (d) where two or more persons are defined as a party to this Deed that term means each of the persons jointly, each of them severally and any two or more of them jointly;
- (e) words and expressions defined in the Listing Rules, and not in this Deed, have the meanings ascribed to them in the Listing Rules;
- (f) an agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.

## **2. Escrow restrictions**

---

- 2.1 Except for the Permitted Dealings, during the Escrow Period, the Holder will not do any of the following:
- (a) Dispose of, or agree or offer to Dispose of, the Restricted Securities;
  - (b) Create, or agree or offer to create, any Security Interest in the Restricted Securities;
  - (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 Restricted Securities.

## **3. Controller's restrictions**

---

- 3.1 Except for the Permitted Dealings, during the Escrow Period, a Controller will not do any of the following:
- (a) Dispose of, or agree or offer to Dispose of, the Controller Interests;
  - (b) create, or agree or offer to create, any Security Interest in the Controller Interests;
  - (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 Controller Interests.

## **4. Certificates and statements of holding**

---

- 4.1 In the event that Restricted Securities are certificated, the Holder will deposit the certificates for the Restricted Securities with a bank or Recognised Trustee for the Escrow Period.
- 4.2 In the event that the Restricted Securities are not certificated, then the Holder shall provide a copy of this Deed to the share registrars of the Entity.



## 5. Warranties

---

- 5.1 If only the Holder and the Entity are parties to this Deed, one of the following applies (**Relevant Warranty**) and the Holder warrants the Relevant Warranty to the Entity:
- (a) The Holder is an individual; or
  - (b) The Holder has no Controller.
- 5.2 The Holder and each Controller jointly and severally represent and warrant (as at the date of this Deed and throughout the Escrow Period) to the Entity the following:
- (a) If the Holder, the Entity and any Controller are parties to this Deed, the Holder has no other Controller than the Controllers set out in Part A of Schedule 1 with the corresponding Controller Interests identified in Part B of Schedule 1;
  - (b) If the details in Schedule 2 have been completed, the full particulars of the Security Interests over the Restricted Securities which have been created, or are agreed or offered to be created, in the Restricted Securities are set out in full (**Security Interests over Restricted Securities**). A release of each Security Interests Over Restricted Securities has been entered into and a copy of the relevant documentation is attached to this Deed. Apart from the entry into the Security Interests Over Restricted Securities, before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2 if done or omitted during the Escrow Period;
  - (c) If Part C of Schedule 1 is completed, the full particulars of Security Interests which have been created, or are agreed or offered to be created, in the Controller Interests are set out in full (**Security Interests over Controller Interests**). A release of the Security Interests Over Controller Interests is attached to this Deed. Apart from the entry into the Security Interests Over Controller Interests, before the Escrow Period begins, the Controller has not done, or omitted to do, any act which would breach clause 3 if done or omitted during the Escrow Period.
- 5.3 A breach of any of these warranties, for the avoidance of doubt, is a breach of this Deed.

## 6. Permitted dealings

---

- 6.1 The Holder shall, notwithstanding the provisions of this Deed, be entitled to enter into and complete a Permitted Dealing.
- 6.2 The Holder shall immediately give notice of firstly the entry into and secondly the completion of any Permitted Dealing to the Entity.

## 7. Consequences of breaching this deed

---

- 7.1 If it appears to the Entity that the Holder or a Controller may breach this Deed, the Entity is entitled, but not obliged, to take the steps necessary to prevent the breach, or to enforce this Deed.
- 7.2 If the Holder or a Controller breaches this Deed, each of the following applies:
- (a) the Entity may:





- (1) take the steps necessary to enforce this Deed, or to rectify the breach;
  - (2) to the extent permitted by law, the *Corporations Act* and the Listing Rules, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion or other Disposal of any of the Restricted Securities;
  - (3) sue the Holder and each Controller for breach of contract;
  - (4) do all or any of the above things at its option.
- (b) to the extent permitted by law, the *Corporations Act* and the Listing Rules, the Holder of the Restricted Securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.
- 7.3 The Holder and each Controller indemnifies and keeps indemnified the Entity against any loss the Entity sustains as a result of any breach of this Deed by the Holder or a Controller. Without limiting the generality of this indemnity the Entity's loss is expressly agreed to include all legal costs which the Entity may incur (and whether calculated on a time charge basis or otherwise).
- 7.4 The rights and remedies of the Entity referred to in this clause 7 are in addition to and do not derogate from any other rights and remedies that the Entity may have at law as a result of the Holder or a Controller breaching this Deed.

## **8. Notices**

---

- 8.1 Any notice or other communication to or by any party shall be:
- (a) in writing and in the English language;
  - (b) addressed to the address of the recipient shown in this Deed or to such other address as it may have notified the sender; and
  - (c) be signed by the party or by an Authorised Officer of the sender.
- 8.2 In addition to any means authorised by law any communication may be given by:
- (a) being personally served on a party;
  - (b) being left at the party's current address for service;
  - (c) being sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
  - (d) being sent by facsimile to the party's current numbers for service; or
  - (e) being sent by email to the party's electronic email address.
- 8.3 A communication shall be deemed duly given or made in the case of:
- (a) delivery in person, when delivered;
  - (b) delivery by post:
    - (1) in Australia to an Australian address the second Trading Day after posting; or



- (2) in any other case on the tenth Trading Day after posting;
- (c) a facsimile, upon a transmission report being printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number; or
- (d) email, when the sender's computer reports that the message has been delivered to the electronic mail address of the address,

but if delivery is not made before 5.00pm on a Trading Day it shall be deemed to be received on the next Trading Day in that place.

8.4 The addresses and numbers for service are initially:

**Entity**

Address: Ground Floor, 144 Edward Street, Brisbane  
Facsimile: +61 7 3229 5678  
Attention: Chairman, Mr Vernon Wills

**Holder**

Address: 3713 The Centre, 99 Queens Road, Central, Hong Kong  
Facsimile: +852 3113 6678  
Attention: Mr Brett McPhee

**Controller**

Address: Refer to Schedule 1.

8.5 A party may from time to time change its address or numbers for service by notice to the other party.

**9. Amendment**

---

- 9.1 Subject to the provisions in clause 9.2, this Deed will not be changed or waived without the Entity's written consent.
- 9.2 The Parties agree that this Deed, in the case of the Entity being admitted to the Official List, shall be varied in such manner and form as the ASX may require as a condition of the admission and continued listing of the Entity on the ASX.
- 9.3 The Parties agree to do all acts and things and execute all such documents as may be required to give effect to clause 9.2 of this Deed.

**10. Miscellaneous**

---

**10.1 Assignment**

The parties shall not deal with any part of their rights or obligations under this Deed without the prior written consent of the other(s).



## 10.2 Waivers

- (a) A right in favour of the Entity under this Deed, subject to any express provision of this Deed to the contrary, may be waived prospectively or retrospectively by writing signed by the Entity.
- (b) No other act, omission or delay by the Entity will constitute a waiver of a right.

## 10.3 Exercise Rights

A single or partial exercise or waiver by the Entity of any right relating to this Deed will not prevent any other exercise of that right or the exercise of any other right.

## 10.4 Remedies Cumulative

The rights provided under this Deed are cumulative and not exclusive of any rights provided by law.

## 10.5 Attorney

The Holder and each Controller irrevocably appoint the Entity and its Authorised Officers jointly and severally its attorney on the following terms:

- (a) The Attorney has the right at any time to:
  - (1) perform and observe the obligations of the Holder and each Controller under this Deed;
  - (2) do everything which in the Attorney's reasonable opinion is necessary or expedient to enable the exercise of any right of the Holder and each Controller in relation to this Deed; and
  - (3) appoint substitutes and otherwise delegate its powers (including this power of delegation).
- (b) Any attorney may exercise its powers notwithstanding that the exercise of the power constitutes a conflict of interest or duty.
- (c) The Holder and each Controller shall from time to time and at all times ratify any exercise of a power by an attorney.
- (d) The power of attorney is granted to secure the performance of the obligations of the Holder and each Controller to the Entity under this Deed and any proprietary interests of the Entity under this Deed.





**Schedule 1**

---

**Controller's details**

**Part A – Name and address of Controller**

Name	Address	Facsimile No.	Email
Linda Rodgers			
John Rodgers			john@cybaservices.com

**Part B - Particulars of Controller's Interests - Clause 1.1**

The trustees of the Holder

**Part C - Particulars of Security Interests Over Controller's Interests – Clause 5.2(c)**

None



**Schedule 2**

---

**Security Interests over Restricted Securities – Clause 5.2(b)**

None



**Signing page**

**Executed as a deed by Site Group International Limited ACN 003 201 910**

Director

*VERNON ALAN WILES*

Print full name of Director

Director/Secretary (if applicable)

Print full name of Director/Secretary

**Signed sealed and delivered by Linda Marija Rodgers as trustee for The J & L Rodgers Family Trust in the presence of**

Signature of Witness

*ERITH G. LASICH*

Print full name of Witness

Linda Marija Rodgers

**Signed sealed and delivered by John Gilbert Rodgers as trustee for The J & L Rodgers Family Trust in the presence of**

Signature of Witness

*ERITH G. LASICH*

Print full name of Witness

John Gilbert Rodgers

**Signed sealed and delivered by Linda Marija Rodgers in the presence of**

Signature of Witness

*ERITH G. LASICH*

Print full name of Witness

Linda Marija Rodgers



Signed sealed and delivered by John Gilbert  
Rodgers in the presence of

*[Handwritten signature]*

Signature of Witness

*ERITH C. LAZICH*

Print full name of Witness

*[Handwritten signature]*

John Gilbert Rodgers

## Annexure B

Site Group International Limited ACN 003 201 910

This is Annexure B of 38 pages referred to in the Form 604 (Notice of change of interests of substantial holder) comprising the following document:

1. Voluntary Restriction Deed between Site Group International Ltd and John Gilbert Rodgers.
  2. Cyba Consultant Incentive Share Deed between Site Group International Ltd and John Gilbert Rodgers.
- 



Andrew Bursill  
Company Secretary  
Site Group International Limited

Date: 21 June 2012



HopgoodGanim

LAWYERS

# Voluntary Restriction Deed

---

Site Group International Limited ACN 003 201 910 (**Entity**)

The person set out in Schedule 1 (**Holder**)

**Contact** –Nicole Radice, Partner, [n.radice@hopgoodganim.com.au](mailto:n.radice@hopgoodganim.com.au)

Level 8 Waterfront Place, 1 Eagle Street  
Brisbane Qld 4000 Australia

T +61 7 3024 0000  
F +61 7 3024 0300

PO Box 7822, Waterfront Place Qld 4001 Australia

E [contactus@hopgoodganim.com.au](mailto:contactus@hopgoodganim.com.au)

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# Voluntary Restriction Deed



Date 18 June 2012

---

## Parties

Site Group International Limited ACN 003 201 910 (Entity)

---

The person set out in Schedule 1 (Holder)

## Background

- A. The Entity intends to issue the Restricted Securities to the Holder.
- B. The Holder will hold the Restricted Securities as set out in this Deed.
- C. The Holder will only deal with the Restricted Securities upon the terms set out in this Deed.

## It is agreed

### 1. Definitions and interpretation

---

1.1 In this Deed:

**ASIC** means the Australian Securities and Investments Commission;

**ASX** means ASX Limited;

**Authorised Officer** of a party which is a corporation means:

- (a) an employee of the party whose title contains either of the words "Director" or "Manager";
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this Deed and notified to the others;

**Corporations Act 2001** means the *Corporations Act 2001* (Cth);

**Cyba Consultant Incentive Share Deed** means the Cyba consultant incentive share deed entered by the Holder on or about the date of this deed;

**Dispose** has the meaning ascribed to it in the Listing Rules;

**Escrow Period** means:



# Voluntary Restriction Deed



- (a) in respect of each Tranche 1 Security, the period commencing on the date of issue of the Tranche 1 Security and ending one (1) year from the date of issue of the Tranche 1 Security;
- (b) in respect of each Tranche 2 Security, the period commencing on the date of issue of the Tranche 2 Security and ending two (2) years from the date of issue of the Tranche 2 Security; and
- (c) notwithstanding (a) and (b) in respect of all Restricted Securities, the period from the date of issue until all money owed by the Holder to the Company in respect of the Restricted Securities has been paid in full;

**Listing Rules** means the Listing Rules of the ASX as amended from time to time;

**Obligation** means any commitment, covenant, duty, obligation or undertaking whether arising by operation of law, in equity or by statute and whether expressed or implied;

**Official List** has the meaning ascribed to it in the Listing Rules;

**Party** means any party to this Deed and references to **Parties** shall have a corresponding meaning;

**Permitted Dealings** means the following events:

- (a) a takeover bid is made for all of the shares in the Entity, provided that the Restricted Securities must be returned to escrow if the bid does not become unconditional;
- (b) a scheme of arrangement is implemented in respect of the Entity under the *Corporations Act 2001* (Cth) with a view to a person other than the Holder acquiring all of the issued share capital of the Entity;
- (c) the buy back by the Entity of the Restricted Securities (or any of them) in accordance with the terms of the Cyba Consultant Incentive Share Deed;

**PPS Act** means the *Personal Property Securities Act 2009* (Cth);

**Recognised Trustee** shall have the meaning ascribed to it in the Listing Rules;

**Restricted Securities** means:

- (a) the Tranche 1 Securities; and
- (b) the Tranche 2 Securities;

**Security** has the meaning ascribed to it in the Listing Rules;

**Security Interest** means:

- (a) an interest in or right:
  - (1) reserved over property (including any retention of title to property or any right to set off or withhold payment of any deposit or other money); or
  - (2) created or otherwise arising over property under a mortgage, charge, bill of sale (as defined in any relevant statute), lien, pledge, trust or right;



by way of security for the payment of a debt or other monetary Obligation or the performance of or compliance with any other Obligation;

- (b) any instrument or transaction which reserves, constitutes or evidences the interests and rights referred to in paragraph (a); and
- (c) any other interest which constitutes a security interest as that term is defined in the PPS Act.

**Takeover bid** shall have the meaning ascribed to it in the *Corporations Act 2001* (Cth);

**Trading Day** has the meaning ascribed to it in the Listing Rules;

**Tranche 1 Securities** means all Securities issued to the Holder pursuant to the Cyba Consultant Incentive Share Deed and any securities attaching to or arising out of those Securities;

**Tranche 2 Securities** means 50% of the Securities issued to the Holder pursuant to the Cyba Consultant Incentive Share Deed and any securities attaching to or arising out of those Securities.

1.2 In this Deed, unless the contrary intention appears:

- (a) a reference to:
  - (1) this Deed or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;
  - (2) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them;
  - (3) a person, firm, corporation, association or government body includes any other of them;
  - (4) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a party by novation) and assigns;
  - (5) a time is a reference to Brisbane time unless otherwise specified;
  - (6) a right includes a benefit, remedy, authority, discretion and power;
- (b) the singular includes the plural and vice versa;
- (c) headings shall not affect the construction;
- (d) where two or more persons are defined as a party to this Deed that term means each of the persons jointly, each of them severally and any two or more of them jointly;
- (e) words and expressions defined in the Listing Rules, and not in this Deed, have the meanings ascribed to them in the Listing Rules;
- (f) an agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and severally and an agreement, covenant, obligation,



representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.

## **2. Escrow restrictions**

---

- 2.1 Except for the Permitted Dealings, during the Escrow Period, the Holder will not do any of the following:
- (a) Dispose of, or agree or offer to Dispose of, the Restricted Securities;
  - (b) create, or agree or offer to create, any Security Interest in the Restricted Securities;
  - (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 Restricted Securities.

## **3. Certificates and statements of holding**

---

- 3.1 In the event that Restricted Securities are certificated, the Holder and the Entity agree that the certificates for the Restricted Securities will be deposited with a bank or Recognised Trustee for the Escrow Period.
- 3.2 In the event that the Restricted Securities are not certificated, then the Holder shall provide a copy of this Deed to the share registrars of the Entity.

## **4. Warranties**

---

- 4.1 The Holder represents and warrants (as at the date of this Deed and throughout the Escrow Period) to the Entity the following:
- (a) the Holder is an individual;
  - (b) The Holder is not trustee of a trust;
  - (c) There are no Security Interests over the Restricted Securities .
- 4.2 A breach of any of these warranties, for the avoidance of doubt, is a breach of this Deed.

## **5. Permitted dealings**

---

- 5.1 The Holder shall, notwithstanding the provisions of this Deed, be entitled to enter into and complete a Permitted Dealing.
- 5.2 The Holder shall immediately give notice of firstly the entry into and secondly the completion of any Permitted Dealing to the Entity.

## **6. Consequences of breaching this deed**

---

- 6.1 If it appears to the Entity that the Holder may breach this Deed, the Entity is entitled, but not obliged, to take the steps necessary to prevent the breach, or to enforce this Deed.



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

- (a) the Entity may:
  - (1) take the steps necessary to enforce this Deed, or to rectify the breach;
  - (2) to the extent permitted by law, the *Corporations Act 2001* (Cth) and the Listing Rules, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion or other Disposal of any of the Restricted Securities;
  - (3) sue the Holder for breach of contract;
  - (4) do all or any of the above things at its option.
- (b) to the extent permitted by law, the *Corporations Act* and the Listing Rules, the Holder of the Restricted Securities ceases to be entitled to any dividends, distributions or voting rights while the breach continues.

6.3 The Holder indemnifies and keeps indemnified the Entity against any loss the Entity sustains as a result of any breach of this Deed by the Holder. Without limiting the generality of this indemnity the Entity's loss is expressly agreed to include all legal costs which the Entity may incur (and whether calculated on a time charge basis or otherwise).

6.4 The rights and remedies of the Entity referred to in this clause 6 are in addition to and do not derogate from any other rights and remedies that the Entity may have at law as a result of the Holder breaching this Deed.

## 7. Notices

---

7.1 Any notice or other communication to or by any party shall be:

- (a) in writing and in the English language;
- (b) addressed to the address of the recipient shown in this Deed or to such other address as it may have notified the sender; and
- (c) be signed by the party or by an Authorised Officer of the sender.

7.2 In addition to any means authorised by law any communication may be given by:

- (a) being personally served on a party;
- (b) being left at the party's current address for service;
- (c) being sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail; or
- (d) facsimile to the party's current numbers for service.

7.3 A communication shall be deemed duly given or made in the case of:

- (a) delivery in person, when delivered;

# Voluntary Restriction Deed



- (b) delivery by post:
  - (1) in Australia to an Australian address the second Trading Day after posting; or
  - (2) in any other case on the tenth Trading Day after posting; or
- (c) a facsimile upon a transmission report being printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number;

but if delivery is not made before 5.00pm on a Trading Day it shall be deemed to be received on the next Trading Day in that place.

7.4 The addresses and numbers for service are initially:

## Entity

Address: Ground Floor, 144 Edward Street, Brisbane, Qld, 4000, Australia  
Facsimile: +61 7 3229 5678  
Attention: Chairman, Mr Vernon Wills

## Holder

As set out in Schedule 1

7.5 A party may from time to time change its address or numbers for service by notice to the other party.

## 8. Amendment

---

8.1 Subject to the provisions in clause 8.2, this Deed will not be changed or waived without the Entity's written consent.

8.2 The Parties agree that this Deed, in the case of the Entity being admitted to the Official List, shall be varied in such manner and form as the ASX may require as a condition of the admission and continued listing of the Entity on the ASX.

8.3 The Parties agree to do all acts and things and execute all such documents as may be required to give effect to clause 8.2 of this Deed.

## 9. Miscellaneous

---

### 9.1 Assignment

The parties shall not deal with any part of their rights or obligations under this Deed without the prior written consent of the other(s).

### 9.2 Waivers

(a) A right in favour of the Entity under this Deed, subject to any express provision of this Deed to the contrary, may be waived prospectively or retrospectively by writing signed by the Entity.





- (b) No other act, omission or delay by the Entity will constitute a waiver of a right.

## 9.3 Exercise Rights

A single or partial exercise or waiver by the Entity of any right relating to this Deed will not prevent any other exercise of that right or the exercise of any other right.

## 9.4 Remedies Cumulative

The rights provided under this Deed are cumulative and not exclusive of any rights provided by law.

## 9.5 Attorney

The Holder irrevocably appoints the Entity and its Authorised Officers jointly and severally its attorney on the following terms:

- (a) The Attorney has the right at any time to:
  - (1) perform and observe the obligations of the Holder under this Deed;
  - (2) do everything which in the Attorney's reasonable opinion is necessary or expedient to enable the exercise of any right of the Holder in relation to this Deed; and
  - (3) appoint substitutes and otherwise delegate its powers (including this power of delegation).
- (b) Any attorney may exercise its powers notwithstanding that the exercise of the power constitutes a conflict of interest or duty.
- (c) The Holder shall from time to time and at all times ratify any exercise of a power by an attorney.
- (d) The power of attorney is granted to secure the performance of the obligations of the Holder to the Entity under this Deed and any proprietary interests of the Entity under this Deed.

# Voluntary Restriction Deed



## Schedule 1

---

### Holder's details

Name	Address	Facsimile No.
John Gilbert Rodgers		

# Voluntary Restriction Deed



## Signing page

Executed as a deed by Site Group International  
Limited ACN 003 201 910

A handwritten signature in black ink, appearing to read 'Vernon Alan Wilks'.

Director

Vernon Alan Wilks

Print full name of Director

Director/Secretary (if applicable)

Print full name of Director/Secretary

Signed sealed and delivered by John Gilbert  
Rodgers in the presence of

A handwritten signature in black ink, appearing to read 'Melissa R. Talabong'.

Signature of Witness

Melissa R. Talabong

Print full name of Witness

A handwritten signature in black ink, appearing to read 'John Gilbert Rodgers'.

Signature of John Gilbert Rodgers



# Voluntary Restriction Deed



## Signing page

Executed as a deed by Site Group International Limited ACN 003 201 910

Director

*Vernon Alan Wills*

Print full name of Director

Director/Secretary (if applicable)

Print full name of Director/Secretary

Signed sealed and delivered by John Gilbert Rodgers in the presence of

Signature of Witness

Print full name of Witness

Signature of John Gilbert Rodgers







HopgoodGanim

LAWYERS

# Cyba Consultant Incentive Share Deed

---

The person set out in Schedule 1 (**Consultant**)

Site Group International Limited ACN 003 201 910 (**Company**)

**Contact** Nicole Radice, n.radice@hopgoodganim.com.au

Level 8 Waterfront Place, 1 Eagle Street  
Brisbane Qld 4000 Australia

PO Box 7822, Waterfront Place Qld 4001 Australia

T +61 7 3024 0000  
F +61 7 3024 0300

E [contactus@hopgoodganim.com.au](mailto:contactus@hopgoodganim.com.au)

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# Cyba Consultant Incentive Share Deed



Date

18 June 2012

## Parties

The person set out in Schedule 1, of the address set out in Schedule 1 (**Consultant**)

Site Group International Limited ACN 003 201 910 of Level 4, 96 Albert Street, Brisbane, Queensland, Australia (**Company**)

## Background

- A. The Consultant is a consultant of Cyba and is a key consultant under the Services Contract.
- B. This Deed has been established as an initiative for creating a stronger link between consultant performance and reward and increasing shareholder value by enabling consultants to have a greater involvement with, and share in, the future growth and profitability of the Company.
- C. The Board has resolved that Shares shall be issued to the Consultant (or the Nominee) on and from the date of this Deed upon the terms and subject to the conditions set out in this Deed.

## It is agreed

### 1. Definitions and interpretation

#### 1.1 In this Deed:

**Associated Body Corporate** means:

- (a) a body corporate that is a related body corporate (as defined in the Corporations Act) of the Company;
- (b) a body corporate that has voting power in the Company of not less than 20%; and
- (c) a body corporate in which the Company has voting power of not less than 20%.

**ASIC** means the Australian Securities and Investments Commission.

**ASX** means ASX Limited.

**Authorised Officer** of a party which is a corporation means:

- (a) an employee of the party whose title contains either of the words Director or Manager;
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this Deed and notified to the others.

**Board** means the board of Directors of the Company or a committee of them.



**Business Day** has the meaning given in the Listing Rules.

**Company** means Site Group International Limited ACN 003 201 910 of Level 4, 96 Albert Street, Brisbane, Queensland, Australia.

**Consultant** means the person set out in Schedule 1, of the address set out in Schedule 1.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Cyba** means Cyba Recruitment Limited of 3713, The Centre, 99 Queens Rd, Central, Hong Kong.

**Deed** means this deed as amended from time to time in relation to the Consultant known as the Cyba Consultant Incentive Share Deed.

**Deed Shares** means the number of Shares issued pursuant to this Deed set out in Schedule 2.

**Director** means a director of the Company.

**Event of Insolvency** means:

- (a) a person is, or is deemed to be, insolvent, or is declared bankrupt; or
- (b) a liquidator, provisional liquidator, receiver, manager or administrator is appointed in respect of the person or any of the person's assets.

**Issue Date**, in relation to particular Deed Shares, means the date on which the Deed Shares are issued and allotted.

**Issue Price** means the price payable per Deed Share as set out in Schedule 2.

**Listing Rules** means the Listing Rules of the ASX as amended from time to time.

**Loan** means the loan (if any) made by the Company under this Deed for the purchase of Deed Shares and on the terms set out in Schedule 3.

**Loan Amount** means the amount of the Loan, as set out in Schedule 3.

**Loan Repayment Date** means the date by which a Loan must be repaid in full, as set out in Schedule 3.

**Nominee** means the person irrevocably nominated by the Consultant to receive the Deed Shares as set out in Schedule 1.

**Restriction Condition** means a condition set out in this Deed that must be satisfied (unless waived by the Board in its absolute discretion) before the Deed Shares to which the Restriction Condition applies can be sold, transferred, assigned, mortgaged, charged or otherwise encumbered by the Nominee.

**Restriction Period** means, in relation to a Deed Share, the period commencing on the date of issue of the Deed Share and ending on the later of:

- (a) the date all Restriction Conditions that apply to that Deed Share (if any) are satisfied or waived by the Board; and





- (b) the date any Loan in relation to the Deed Shares is repaid in full or otherwise discharged under this Deed.

**Retirement** means the voluntary cessation of employment of a Consultant with Cyba by reason of the Consultant having given notice of his or her intention to permanently leave the workforce.

**Services Contract** means the services contract executed on or about 16 April 2012 between Site WorkReady (Philippines) Pty Ltd ACN 156 417 284 of Level 4, 96 Albert Street, Brisbane, Queensland, Australia, and Cyba.

**Share** means an ordinary fully paid share in the capital of the Company.

**Share Payment** means, in respect of a Consultant, an amount equal to the Issue Price multiplied by the number of Deed Shares to be issued.

**Takeover Bid** means a takeover bid (as defined in the Corporations Act) to acquire Shares.

**Total and Permanent Disability** means that the Consultant has, in the opinion of the Board, after considering such medical and other evidence as it sees fit, become incapacitated to such an extent as to render the Consultant unlikely ever to engage in any occupation with Cyba for which he or she is reasonably qualified by education, training or experience.

**Voluntary Restriction Deed** means the deed to be entered by the Consultant and Nominee with the Company in the form set out in Attachment A.

## 1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) a reference to this Deed or this document means this document and includes any variation or replacement of it;
- (b) a reference to a statute, other law or the Listing Rules includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
- (c) the singular includes the plural number and vice versa;
- (d) a reference to a gender includes a reference to each gender;
- (e) 'includes' means includes but without limitation;
- (f) where a word or phrase is given a defined meaning in this Deed, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- (g) a reference to an act includes an omission and a reference to doing an act includes executing a document;
- (h) a reference to a person includes the legal personal representative of that person and also corporations and other entities recognised by law;
- (i) a reference to a clause or paragraph is a reference to a clause or paragraph of this Deed as amended from time to time; and



- (j) a heading is for reference only and it does not affect the meaning or interpretation of this Deed.

## **2. Issue of Deed Shares**

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### **2.1 Issue**

- (a) The Company hereby agrees to issue the Deed Shares to the Consultant on the terms and conditions set out in this Deed.
- (b) This Deed is subject to and conditional upon:
  - (1) the Company obtaining shareholder approval for the issue of the Deed Shares for the purposes of the Corporations Act and the Listing Rules (if required); and
  - (2) the Board being satisfied, in its absolute discretion, that the provision of any financial assistance being given in respect of the issue of Deed Shares under this Deed does not contravene section 260A of the Corporations Act.

### **2.2 Issue Price**

The Company agrees to issue each Deed Share to the Consultant at the Issue Price.

### **2.3 Issue of Deed Shares**

- (a) In consideration for the issue of the Deed Shares, the Consultant agrees to pay the Share Payment to the Company on the terms set out in this Deed.
- (b) If a Loan is approved in relation to the Consultant's acquisition of Deed Shares, the amount payable by the Consultant at the time of issue of the Deed Shares shall be the Share Payment less the Loan and the balance of the Share Payment shall be payable in accordance with the terms of the Loan.
- (c) The Consultant acknowledges and agrees for the benefit of the Company that this document is intended to take effect as a deed. The Consultant executes this document with the intention that it will be immediately legally bound by this document despite the existence of, but subject to, the conditions precedent contained in clause 2.1(b).
- (d) The conditions precedent in clause 2.1(b) are solely for the benefit of the Company and may be waived only by the Company in writing.
- (e) If the condition precedent in clause 2.1(b) is not satisfied or waived before 5.00pm (Brisbane time) on 30/06/2012 then this Deed will be of no further force or effect and the parties will have the same rights and obligations which they had prior to the date of execution of this Deed as if this Deed had never been executed.
- (f) The Company must promptly notify the Consultant if this Deed is at an end and must promptly refund any Share Payment paid by the Consultant to the extent this Deed is of no further force or effect.
- (g) Within 15 Business Days (or such other period as required by the Corporations Act or the Listing Rules) of the conditions precedent in clause 2.1(b) being satisfied:
  - (1) the Company must:



- (A) issue and allot Deed Shares to the Consultant (or Nominee) in accordance with this Deed;
  - (B) despatch a share certificate or enter the Deed Shares in the Consultant's uncertificated holding, as the case may be; and
  - (C) apply for quotation on the ASX of Deed Shares issued under the Deed as soon as practicable after the Issue Date in accordance with the Listing Rules; and
- (2) the Consultant must cause the Share Payment to be made to the Company, subject to clause 2.3(b).

### **3. Rights attaching to Deed Shares**

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Each Deed Share shall be issued on the same terms and conditions as the Company's issued Shares (other than in respect of transfer restrictions imposed by this Deed) and each Deed Share will rank equally with all other issued Shares from the Issue Date except for entitlements which have a record date before the Issue Date.

### **4. Restrictions on Dealing in Deed Shares**

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#### **4.1 Restriction Conditions**

- (a) Except for various dealings expressly permitted under the Voluntary Restriction Deed, the Consultant (and Nominee) may not sell, transfer, assign, mortgage, charge or otherwise encumber the Deed Shares:
- (1) for up to two years from the Issue Date provided that:
    - (A) 50% of the Deed Shares will be released from this restriction one (1) year from the Issue Date; and
    - (B) the balance of the Deed Shares will be released from this restriction two (2) years from the Issue Date.
  - (2) Notwithstanding paragraph (1), until the Loan has been repaid in full (unless the Loan is otherwise discharged under the terms of this Deed).

#### **4.2 Restriction Period**

Except as otherwise provided in this Deed, the Consultant (and Nominee) may not sell, transfer, assign, mortgage, charge or otherwise encumber a Deed Share until the end of any applicable Restriction Period.

#### **4.3 Voluntary Restriction Deed and Holding Lock**

The Consultant agrees to:

- (a) execute the Voluntary Restriction Deed in relation to the Deed Shares reflecting any Restriction Period applying to the Deed Shares under the Deed;
- (b) the Company lodging the share certificates for Deed Shares (where issuer sponsored) with a bank or recognised trustee to hold until the expiry of any Restriction Period



applying to the Deed Shares or until the Deed Shares are otherwise released from restrictions (at which time the Company shall arrange for the share certificates to be provided to the Consultant); and

- (c) the application of a holding lock over Deed Shares until any Restriction Period applying to the Deed Shares under the Deed has expired (at which time the Company shall arrange for the holding lock to be removed).

## 5. Buyback of Deed Shares

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### 5.1 Unfulfilled Restriction Condition

Where a Restriction Condition in relation to Deed Shares is not satisfied by the due date, or becomes incapable of satisfaction in the opinion of the Company, the Company must, unless the Restriction Condition is waived by the Board and subject to the Corporations Act and the ASX Listing Rules, buy back and cancel the relevant Deed Shares within 12 months of the date the Restriction Condition was not satisfied (or became incapable of satisfaction) under Part 2J.1 of the Corporations Act at a price equal to the cash consideration paid by the Consultant for the Deed Shares (with any Loan not being treated as cash consideration but any Loan Amount repayments by the Consultant being treated as cash consideration).

### 5.2 Ceasing Employment before Restriction Conditions satisfied

Where in the Company's reasonable opinion, the Consultant ceases to provide services under the Service Contract and, at that time, there are Restriction Conditions in relation to those Deed Shares that are unsatisfied or are incapable of satisfaction in the opinion of the Company (and the Company does not waive such Restriction Conditions), the Company must, subject to the Corporations Act and the ASX Listing Rules, buy back and cancel the Deed Shares in accordance with clause 5.1 of this Deed.

### 5.3 Power of Attorney

For the purposes of clause 5.1, the Consultant irrevocably appoints each of the Company and each director of the Company severally as his or her attorney to do all things necessary to give effect to the buy back of the Deed Shares including executing all documents and seeking or providing all necessary approvals and the Consultant acknowledges and agrees that the power of attorney is given for valuable consideration (in the form of the Deed Shares).

### 5.4 Notice of Intended Buy Back of Deed Shares

- (a) The Company may by written notice advise the Consultant that it intends to buy back the Deed Shares issued to the Consultant, whether or not the Restriction Period for those Deed Shares has ended, in accordance with clause 5.1 of this Deed, regardless of whether the Consultant has paid cash consideration for the Deed Shares; and
- (b) where the Company has issued the Consultant with a written notice under paragraph (a), the Consultant shall be deemed to have entered an agreement with the Company to, subject to shareholder approval being obtained, sell his or her Deed Shares to the Company pursuant to this Deed in accordance with clause 5.1 and section 257H(1) of the Corporations Act shall apply to such Deed Shares.

## 6. Warranties

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- (a) The Consultant warrants to the Company that in respect of the Deed Shares:



- (1) neither the Consultant nor the Nominee requires a disclosure document pursuant to the Corporations Act or under the law where the offer or issue of Deed Shares may be deemed to be made to the Consultant or the Nominee;
  - (2) in accepting the Deed Shares, the Consultant (and the Nominee) has relied on all information that they believe is necessary or appropriate to assess the Deed Shares and in so doing has made and relied entirely on their own assessment of, and has conducted their own independent investigation with respect to the Deed Shares, its prospects and the Deed Shares;
  - (3) as the Deed Shares are being offered and accepted without a disclosure document, the Consultant (and the Nominee) will comply with subsections 707(3) and (4) of the Corporations Act (as those subsections are modified, if applicable under the class order) in respect of any subsequent re-sale of the Deed Shares within twelve (12) months following their issue;
  - (4) the Consultant and the Nominee does not have any intention to immediately on-sell or transfer the Deed Shares after the shares are issued and it is the present intention to be an investor in the Deed Shares at least in the medium term.
- (b) This Deed and the issue of the Deed Shares in accordance with this Deed does not constitute an offer or sale in Hong Kong of any Shares and no person may offer or sell in Hong Kong, by means of this Deed, any Shares other than:
- (1) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or
  - (2) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance.
- (c) No person may issue or have in his possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Deed Shares, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance.
- (d) Notwithstanding anything to the contrary in this Deed, the Consultant and Nominee agree not to offer or sell in Hong Kong any Deed Shares other than:
- (1) to “professional investors” within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance; or
  - (2) in other circumstances which do not result in the document offering for sale the Deed Shares being a “prospectus” as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance.
- (e) The Consultant and the Nominee also agree not to issue or have in his possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement,





invitation or document relating to the Deed Shares, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Deed Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” within the meaning of the Securities and Futures Ordinance and any rules made under that Ordinance.

- (f) **WARNING.** The contents of this Deed have not been reviewed by any regulatory authority in Hong Kong. Site has advised the Consultant and the Nominee to exercise caution in relation to this Deed. If the Consultant or the Nominee are in any doubt about any of the contents of this Deed, they should obtain independent professional advice.
- (g) Contemporaneously with the execution of this Deed, the Consultant and the Nominee shall execute the Voluntary Restriction Deed.
- (h) Notwithstanding any other provision of this Deed, the Consultant acknowledges and agrees that the Deed Shares are to be issued subject to the terms of this Deed and the Voluntary Restriction Deed.

## **7. Exceptions to Dealings and Sale**

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### **7.1 Good leaver**

Notwithstanding clauses 4.2 and 5, where:

- (a) the Consultant dies; or
- (b) the Consultant to whom is a party to this Deed ceases to be a consultant for Cyba or otherwise provide services pursuant to the Services Contract as a result of:
  - (1) bona fide Retirement from the workforce (unless the Retirement happens within six (6) months of the Issue Date);
  - (2) bona fide redundancy; or
  - (3) Total and Permanent Disability,

the Board may, in its sole discretion, elect to waive any of the Restriction Conditions applying to the Deed Shares and (provided any Loan has been repaid) permit the Consultant (or their personal legal representative) to sell, transfer, assign, mortgage, charge or otherwise encumber the Deed Shares.

### **7.2 Fraud**

Where, in the opinion of the Board, acting reasonably, the Consultant has acted fraudulently or dishonestly or is (or has been) in material breach of his or her obligations to the Company or Cyba:

- (a) the Company may, following written notice to the Consultant, buy back the Deed Shares, whether or not the Restriction Period for those Deed Shares has ended, in accordance with clause 5.1 of this Deed regardless of whether the Consultant has paid cash consideration for the Deed Shares; and
- (b) where the Company has issued the Consultant with a written notice under paragraph (a), and the Restriction Period for those Deed Shares has ended, the Consultant may



not sell, transfer, assign, mortgage, charge or otherwise encumber any of the Deed Shares the subject of the written notice without the prior written consent of the Company.

## **8. Takeover, Scheme or Winding Up**

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The Board may, in its absolute discretion and subject to conditions, waive a Restriction Condition applying to a Deed Share where:

- (a) (Takeover): a Takeover Bid for the Company's issued Shares is declared unconditional and the bidder has acquired a relevant interest in at least 50.1% of the Company's issued Shares;
- (b) (Compromise or Arrangement): a court approves under Section 411(4)(b) of the Corporations Act a proposed compromise or arrangement for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies; or
- (c) (Winding Up): the Company passes a resolution for voluntary winding up or an order is made for the compulsory winding up of the Company.

## **9. No Effect on Services Contract**

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- (a) This Deed does not form part of any contract of employment or appointment, or any arrangement in respect of any such employment or appointment, between the Consultant and the Company or an Associated Body Corporate, nor do they constitute a related condition or collateral arrangement to any such contract or arrangement.
- (b) This Deed does not in any way affect:
  - (1) the rights and obligations of the Consultant under the terms of the Services Contract; or
  - (2) the rights and obligations of the Company or an Associated Body Corporate under the terms of the Services Contract.
- (c) The terms of the Services Contract will not in any way affect the rights and obligations of a Consultant under this Deed.
- (d) A Consultant may not use his or her participation in this Deed or the rights or benefits under this Deed as grounds for seeking damages in any action brought by the Consultant against the Company or an Associated Body Corporate whether in respect of any alleged wrongful termination of the Services Contract or otherwise.

## **10. Governing Law and Jurisdiction**

---

The terms and conditions of this Deed shall be governed by and construed in accordance with the laws for the time being in force in Queensland.



## 11. Miscellaneous

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### 11.1 Exercise rights

A single or partial exercise or waiver by a party of any right under or relating to this Deed will not prevent any other exercise of that right or the exercise of any other right.

### 11.2 Merger

If the liability of a party to pay money under this Deed becomes merged in any deed, judgment, order or other thing, the party liable must pay interest on the amount owing from time to time under that deed, judgment, order or other thing at the higher of the rate payable under this deed and that fixed by or payable under that deed, judgment, order or other thing.

### 11.3 Moratorium legislation

Any law which varies prevents or prejudicially affects the exercise by a party of any right, power or remedy conferred on it under this Deed is excluded to the extent permitted by law.

### 11.4 No assignment

A party must not assign, transfer or novate all or any part of its rights or obligations under or relating to this Deed or grant, declare, create or dispose of any right or interest in it, without the prior written consent of each other party.

### 11.5 Remedies cumulative

The rights and remedies under this Deed are cumulative and not exclusive of any rights or remedies provided by law.

### 11.6 Severability

If a provision of this Deed is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this Deed has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

### 11.7 Further assurance

Each party must promptly at its own cost do all things (including executing and delivering all documents) necessary or desirable to give full effect to this Deed and the transactions contemplated by it.

### 11.8 Costs

Each party is responsible for all its own costs incurred in the negotiation and performance of this Deed including legal costs.

### 11.9 Taxes

The Consultant must:

- (a) pay all Taxes which may be payable or determinable in connection with the execution, delivery, performance or enforcement of this deed or any payment or receipt or of any transaction contemplated by this deed; and



- (b) indemnify ##16 - Insert name of party being indemnified## against any liabilities resulting from any delay or omission by ##15 - Insert name of party who is paying the taxes and providing the indemnity## to pay any Taxes.

## 11.10 Time

- (a) Time is of the essence of this Deed.
- (b) If the parties agree to vary a time requirement, the time requirement so varied is of the essence of this Deed.
- (c) An agreement to vary a time requirement must be in writing.

## 11.11 Variation

An amendment or variation to this Deed is not effective unless it is in writing and signed by the parties.

## 11.12 Waiver

- (a) A party's waiver of a right under or relating to this Deed, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

## 11.13 Counterparts

This Deed may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this Deed may deliver it to, or exchange it with, another party by:

- (a) faxing; or
- (b) emailing a pdf (portable document format) copy of,  
the executed counterpart to that other party.

## 11.14 Whole agreement

This Deed:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this Deed; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

## 12. Notices

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### 12.1 Form

Any notice or other communication to or by any party must be:

- (a) in writing and in the English language;

- (b) addressed to the address of the recipient in clause 12.4 or to any other address as the recipient may have notified the sender; and
- (c) be signed by the party or by an Authorised Officer of the sender.

## 12.2 Manner

In addition to any other method of service authorised by law, the notice may be:

- (a) personally served on a party;
- (b) left at the party's current address for service;
- (c) sent to the party's current address for service by prepaid ordinary mail or if the address is outside Australia by prepaid airmail;
- (d) sent by facsimile to the party's current numbers for service; or
- (e) sent by electronic mail to the party's electronic mail address.

## 12.3 Time

If a notice is sent or delivered in the manner provided in clause 12.2 it must be treated as given to or received by the addressee in the case of:

- (a) delivery in person, when delivered;
- (b) delivery by post:
  - (1) in Australia to an Australian address, the second Business Day after posting; or
  - (2) in any other case, on the 10th Business Day after posting;
- (c) facsimile, when a transmission report being printed by the sender's facsimile machine stating that the document has been sent to the recipient's facsimile number; or
- (d) electronic mail, when the sender's computer reports that the message has been delivered to the electronic mail address of the addressee,

but if delivery is made after 5.00pm on a Business Day it must be treated as received on the next Business Day in that place.

## 12.4 Initial details

The addresses and numbers for service are initially:

### Company:

Address: Level 4, 96 Albert Street, Brisbane Qld 4000, Australia

Facsimile: +61 7 3229 5678

Attention: Managing Director, Vernon Wills

### Consultant:

As set out in Schedule 1



## 12.5 Changes

A party may from time to time change its address or numbers for service by notice to each other party.



# Cyba Consultant Incentive Share Deed



## Schedule 1 – Consultant

Name:	John Gilbert Rodgers
Address:	
Facsimile:	
Electronic mail:	
Attention:	John Gilbert Rodgers



**Schedule 2 – Deed Shares**

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Number:	750,000 Shares
Issue Price of:	\$0.20 per Share



## Schedule 3 – Loan

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### 1.1 Grant of Loan

The Company grants a Loan to the Consultant for the purpose of purchasing Deed Shares on the terms and conditions in this Deed.

### 1.2 Loan Amount

The amount of the Loan is in the sum of \$150,000.

### 1.3 Loan Repayment Date

The date by which a Loan must be repaid in full or renegotiated is 20 April 2016.

### 1.4 Loan

Upon the unconditional delivery of a fully and validly executed counterpart of this deed by each party to the other:

- (a) a loan agreement is deemed to arise between the Company and the Consultant on the terms and conditions in this Deed;
- (b) the Company is deemed to loan the Loan Amount to the Consultant at the time the Company issues the Deed Shares to the Consultant; and
- (c) the Consultant is deemed to direct the Company to apply the entire Loan Amount towards paying the Share Payment (in full or in part) in respect of the Deed Shares being acquired under this Deed.

### 1.5 Interest

A Loan will be interest free unless the Company and the Consultant agree otherwise. The Company shall be responsible for any fringe benefits tax, or any other tax liability which may accrue to the Consultant, which arises from the interest arrangements for the Loan.

### 1.6 Cash Dividends

A Consultant is deemed to have irrevocably directed the Company to apply any cash dividends in respect of Deed Shares held by the Consultant to repayment of any outstanding Loan Amount under the Consultant's Loan. Any surplus of the cash dividend after repayment of the Loan will be paid to the Consultant.

### 1.7 Repayment

- (a) A Loan is repayable in full on the Loan Repayment Date unless earlier repayment is otherwise required under the Deed as amended from time to time.
- (b) A Consultant may repay all or part of its Loan to the Company at any time prior to the Loan Repayment Date.
- (c) The Company shall be entitled to buy back and cancel the Deed Shares in respect of which a Loan Amount is outstanding in accordance with the terms of this Deed.
- (d) A Loan shall be repayable in full where:



- (1) a Restriction Condition in relation to Deed Shares subject to the Loan is not satisfied by the due date, or becomes incapable of satisfaction in the opinion of the Board (and is not waived);
  - (2) The Consultant ceases to be a consultant of Cyba for any reason (including death) or in the Company's reasonable opinion the Consultant ceases to provide services under the Services Contract;
  - (3) the Consultant suffers an Event of Insolvency; or
  - (4) the Consultant breaches any condition of the Loan or the Deed.
- (e) Where a Loan becomes repayable under paragraph (d) of this Deed and at that time a Restriction Condition in relation to Deed Shares subject to the Loan is not satisfied, or is incapable of being satisfied in the opinion of the Board (and is not waived), the Company must buy back and cancel the Deed Shares in accordance with clause 5.1 of this Deed.
- (f) Where a Loan in relation to Deed Shares becomes repayable under subparagraphs (d)(2), (3) or (4), provided all Restriction Conditions in relation to the Deed Shares have been satisfied or are waived, the Company must promptly by written notice advise the Consultant of the Loan Amount outstanding and that the outstanding Loan Amount is due and payable.
- (g) Where a Consultant fails to repay an outstanding Loan Amount in full within 30 days of the date of a notice from the Company under paragraph (f) (or such later date as approved by the Board), the Company must buy back and cancel the Deed Shares in accordance with clause 5.1 of this Deed.
- (h) A Consultant may not transfer or otherwise deal with a Deed Share until the Loan Amount in respect of that Deed Share has been fully repaid or otherwise forgiven in accordance with this Deed.
- (i) The Board may, in its absolute discretion, extend the due date for repayment (including any extended date for repayment) of a Loan which has been granted to a Consultant in accordance with this Deed and on the terms set out in this Schedule.

## 1.8 Limited Recourse Loan

- (a) A Loan will be non recourse except as provided in this Deed against the Deed Shares held by the Consultant to which the Loan relates.
- (b) In the event the Deed Shares are bought back and cancelled under clause 5.1 of this Deed, any Loan will be deemed to be forgiven.

## 1.9 Discretion to forgive Loan

The Board may, in its absolute discretion, agree to forgive a Loan granted to a Consultant under this Deed. The Company shall be responsible for any fringe benefits tax, or any other tax liability which may accrue to the Consultant, which arises directly from such a loan forgiveness.

# Cyba Consultant Incentive Share Deed



## Signing page

**Executed as a deed by Site Group  
International Limited ACN 003 201 910**

Director

*Vernon Alan Wills*

Print full name of Director

Director/Secretary (if applicable)

Print full name of Director/Secretary

## Signed sealed and delivered by

in the presence of

Signature of Witness

Print full name of Witness

# Cyba Consultant Incentive Share Deed



## Signing page

Executed as a deed by Site Group  
International Limited AON 003 201 910

Director

*Vernon Alan Wills*

Print full name of Director

Director/Secretary (if applicable)

Print full name of Director/Secretary

## Signed sealed and delivered by

in the presence of

Signature of Witness

*Mehsa R. Talabong*

Print full name of Witness

*John Raby*







**Attachment A – Voluntary Restriction Deed**

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