Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme: Tag Pacific Limited

ACN/ARSN: 009 485 625

1. Details of substantial holder (1)

Name: Tag Pacific Limited

ACN/ARSN (if applicable): 009 485 625

The holder became a substantial holder on 28 / 9 /2012

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Securities	21,598,132	21,598,132	23.07%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
	See Annexure "A"	

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
	See Annexure "B"		

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
	See Annexure "C"			

6. Associates

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

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

7. Addresses

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

Name	Address
	See Annexure "D"

Signature

print name Darrell Godin capacity Company Secretary

sign here [signature] date 2 / 10 /2012

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.

(2) See the definition of "associate" in section 9 of the Corporations Act 2001.

(3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.

(4) The voting shares of a company constitute one class unless divided into separate classes.

(5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.

(6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.

(7) Include details of:

(a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and

(b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

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

(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown".

(9) Details of the consideration must include any and all benefits, 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.

ANNEXURE "A"

This is annexure "A" of 1 page referred to in Form 603 "Notice of initial substantial holder" dated 2 October 2012.

Darrell Godin

Holder of relevant interest	Nature of relevant interest	Class and number of securities
Tag Pacific Limited	Tag Pacific Limited has a relevant interest in its own securities as a result of 12 voluntary escrow agreements entered into with shareholders which give it the power to control the exercise of a power to dispose of those securities for the purposes of section 608(1). A copy of each of the 12 voluntary escrow agreements is attached as annexure "E". Tag Pacific Limited also has a relevant interest in 10,682,814 of the same 20,072,016 shares as a result of a pre-emptive rights deed entered into with three shareholders which also gives it the power to control the exercise of a power to dispose of the 10,682,814 shares, for the purposes of section 608(1). A copy of the pre-emptive rights deed is attached as annexure "F".	20,072,016 ordinary shares
Tag Pacific Limited	The total number of shares in which Tag Pacific Limited has a relevant interest as a result of the pre-emptive rights deed attached as annexure "F" is 12,208,930 ordinary shares. Of these 12,208,930 shares, Tag Pacific Limited also has a relevant interest in 10,682,814 of the same shares as a result of the voluntary escrow agreements attached as annexure "E".	12,208,930 ordinary shares

ANNEXURE "B"

This is annexure "B" of 1 page referred to in Form 603 "Notice of initial substantial holder" dated 2 October 2012.

Darrell Godin

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
Tag Pacific Limited	Pacific Spectrum Investments Pty Ltd	Pacific Spectrum Investments Pty Ltd	6,214,125 ordinary shares
Tag Pacific Limited	Paul Douglas Sharp	Paul Douglas Sharp	4,054,068 ordinary shares
Tag Pacific Limited	Mark Scupham	Mark Scupham	3,273,270 ordinary shares
Tag Pacific Limited	Paul Douglas Sharp and Lisa Marie Sharp	Paul Douglas Sharp and Lisa Marie Sharp	1,940,737 ordinary shares
Tag Pacific Limited	Lange Investment Holdings Pty Ltd	Lange Investment Holdings Pty Ltd	1,335,491 ordinary shares
Tag Pacific Limited	ASCE Engineering Pty Ltd	ASCE Engineering Pty Ltd	1,233,077 ordinary shares
Tag Pacific Limited	Andrew Haavisto	Andrew Haavisto	1,170,000 ordinary shares
Tag Pacific Limited	Brian O'Malley	Brian O'Malley	1,029,844 ordinary shares
Tag Pacific Limited	Lillianne Sharp	Lillianne Sharp	672,505 ordinary shares
Tag Pacific Limited	Scott Young and Jacqueline Young	Scott Young and Jacqueline Young	234,367 ordinary shares
Tag Pacific Limited	Ronald Bailey and Vassoulla Bailey	Ronald Bailey and Vassoulla Bailey	227,954 ordinary shares
Tag Pacific Limited	Andrew Haavisto and Karen Haavisto	Andrew Haavisto and Karen Haavisto	212,694 ordinary shares

ANNEXURE "C"

This is annexure "C" of 1 page referred to in Form 603 "Notice of initial substantial holder" dated 2 October 2012.

Darrell Godin

Holder of relevant interest	Date of Acquisition	Consideration		Class and number of securities
		Cash	Non-cash	
Tag Pacific Limited	28/09/12	NIL	No consideration was paid by Tag Pacific Limited.	21,598,132 ordinary shares

ANNEXURE "D"

This is annexure "D" of 1 page referred to in Form 603 "Notice of initial substantial holder" dated 2 October 2012.

Darrell Godin

Name	Address
Tag Pacific Limited	Level 30, 133 Castlereagh Street, Sydney
Pacific Spectrum Investments Pty Ltd	22 Jacques Road, Narre Warren North VIC 3804
Paul Douglas Sharp	22 Jacques Road, Narre Warren North VIC 3804
Mark Scupham	18 Welland Avenue, Welland SA 5007
Paul Douglas Sharp and Lisa Marie Sharp	22 Jacques Road, Narre Warren North VIC 3804
Lange Investment Holdings Pty Ltd	PO Box 837, Gawler SA 5118
ASCE Engineering Pty Ltd	2 Margaret Terrace, Silverdale NSW 2752
Andrew Haavisto	5 Jacobs Close, Menai NSW 2234
Brian O'Malley	37 Reina Street, North Bondi NSW 2026
Lillianne Sharp	22 Jacques Road, Narre Warren North VIC 3804
Scott Young and Jacqueline Young	137 Peach Orchard Road, Fountaindale NSW 2258
Ronald Bailey and Vassoulla Bailey	19 Mountain Ash Avenue, Ashwood VIC 3147
Andrew Haavisto and Karen Haavisto	5 Jacobs Close, Menai NSW 2234

ANNEXURE "E"

Voluntary Escrow Deeds

This is annexure "E" of 73 pages referred to in Form 603 "Notice of initial substantial holder" dated 2 October 2012.

Darrell Godin

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. **ESCROW RESTRICTIONS**

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. **GOVERNING LAW**

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. **BINDING**

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address: Pacific Spectrum Investments Pty Limited ACN 085 520 921 of 22 Jacques Road, Narre Warren North Victoria 3804

Part B

New Tag Shares: 6,214,125 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
5,437,359	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
4,660,594	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
3,883,828	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
3,107,063	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....
~~Secretary~~/Director Director

PETER WISE NATHAN WISE
....
Print name of signatory Print name of signatory

<u>SIGNED</u>)
for and on behalf of <u>PACIFIC</u>)
<u>SPECTRUM INVESTMENTS</u>)
<u>PTY LIMITED</u> by authority of the)
Directors in the presence of:)

Paul

Secretary/Director

PAUL SHARP

Print name of signatory

Lillianne

Director

L. SHARP.

Print name of signatory

DEED dated: 29 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. **ESCROW RESTRICTIONS**

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. **GOVERNING LAW**

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. **BINDING**

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address: Paul Douglas Sharp of 22 Jacques Road, Narre Warren North Victoria 3804

Part B

New Tag Shares: 4,054,068 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
3,547,310	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
3,040,551	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
2,533,793	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
2,027,034	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....	....
~~Secretary~~/Director	Director
PETER WISE	NATHAN WISE
Print name of signatory	Print name of signatory

<u>SIGNED SEALED and DELIVERED</u>)
by <u>PAUL DOUGLAS SHARP</u>)
in the presence of:)

Witness

X ....

Witness

NAVEEN AGGARWAL

Print name of witness

Paul

X ....

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. **ESCROW RESTRICTIONS**

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. **GOVERNING LAW**

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. **BINDING**

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address: Mark Scupham of 18 Welland Avenue, Welland SA 5007

Part B

New Tag Shares: 3,740,880 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
3,273,270	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
2,805,660	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
2,338,050	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
1,870,440	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....
~~Secretary~~/Director

....
Director

PETER WISE
Print name of signatory

NATHAN WISE
Print name of signatory

<u>SIGNED SEALED and DELIVERED</u>)
by <u>MARK SCUPHAM</u>)
in the presence of:)

X Witness .... X Mark ....
Witness

...Jack Scupham...........
Print name of witness

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. **ESCROW RESTRICTIONS**

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. **GOVERNING LAW**

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. **BINDING**

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address: Paul Douglas Sharp and Lisa Marie Sharp jointly as trustees of The Paul Sharp Childrens Trust of c/- 22 Jacques Road, Narre Warren North Victoria 3804

Part B

New Tag Shares: 1,940,737 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
1,698,145	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
1,455,553	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
1,212,961	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
970,369	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....
~~Secretary~~/Director

....
Director

PETER WISE
Print name of signatory

NATHAN WISE
Print name of signatory

<u>SIGNED SEALED and DELIVERED</u>)
by <u>PAUL DOUGLAS SHARP</u>)
in the presence of:)

X Witness ....
Witness

X Paul ....

L. SHARP
Print name of witness

<u>SIGNED SEALED and DELIVERED</u>)
by <u>LISA MARIE SHARP</u>)
in the presence of:)

X Witness P Hawksworth
Witness

X Lisa L DiDomenico

PATRICIA HAWKSWORTH
Print name of witness

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. **ESCROW RESTRICTIONS**

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. <u>EXCEPTIONS TO ESCROW</u>

3.1 <u>Takeovers</u>

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 <u>Schemes of Arrangement</u>

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 Transfer by operation of Law

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 Termination if quotation ceases

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. GOVERNING LAW

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. BINDING

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address:	Lange Investment Holdings Pty Ltd ACN 106 239 570 of PO Box 837, Gawler SA 5118

Part B

New Tag Shares:	1,526,275 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
1,335,491	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
1,144,706	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
953,922	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
763,138	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....
~~Secretary~~/Director Director

PETER WISE NATHAN WISE
Print name of signatory Print name of signatory

SIGNED)
for and on behalf of LANGE)
INVESTMENT HOLDINGS)
PTY LTD by authority of the)
Directors in the presence of:)

....
Secretary/Director Director

HAYDEN FENIMORE EDWARDS Dwayne Lange
Print name of signatory Print name of signatory

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. **ESCROW RESTRICTIONS**

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. GOVERNING LAW

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. BINDING

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address: ASCE Engineering Pty Ltd ACN 063 805 961 of 2 Margaret Terrace, Silverdale NSW 2752

Part B

New Tag Shares: 1,409,231 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
1,233,077	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
1,056,923	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
880,769	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
704,616	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

Secretary/Director

PETER WISE
Print name of signatory

Director

NATHAN WISE
Print name of signatory

<u>SIGNED</u>)
for and on behalf of)
<u>ASCE ENGINEERING PTY LTD</u>)
by authority of the Directors in the)
presence of:)

Anthony

X ....
Secretary/Director

Anthony CSILLAG
....
Print name of signatory

Mary

X Mary Csillag
....
Director

MARY CSILLAG
....
Print name of signatory

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. ESCROW RESTRICTIONS

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 Transfer by operation of Law

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 Termination if quotation ceases

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. GOVERNING LAW

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. BINDING

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address: Andrew Haavisto of 5 Jacobs Close, Menai NSW 2234

Part B

New Tag Shares: 1,337,143 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
1,170,000	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
1,002,857	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
835,714	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
668,572	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....	....
~~Secretary~~/Director	Director
PETER WISE	NATHAN WISE
Print name of signatory	Print name of signatory

SIGNED SEALED and DELIVERED)
by ANDREW HAAVISTO)
in the presence of:)

Witness

. . . .

Witness

Andrew

. . . .

MICHAEL PRINCE

Print name of witness

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. ESCROW RESTRICTIONS

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. **GOVERNING LAW**

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. **BINDING**

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address: Brian O'Malley of 37 Reina Street, North Bondi NSW 2026

Part B

New Tag Shares: 1,176,965 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
1,029,844	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
882,724	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
735,603	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
588,483	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

~~Secretary~~/Director

PETER WISE
Print name of signatory

Director

NATHAN WISE
Print name of signatory

<u>SIGNED SEALED and DELIVERED</u>)
by <u>BRIAN O'MALLEY</u>)
in the presence of:)

Witness

Witness

Brian

Edward Blackley

Print name of witness

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. ESCROW RESTRICTIONS

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. **GOVERNING LAW**

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. **BINDING**

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address:	Lillianne Sharp of 22 Jacques Road, Narre Warren North VIC 3804

Part B

New Tag Shares:	768,577 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	Period of escrow (Column 2)
672,505	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
576,433	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
480,361	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
384,289	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....
~~Secretary~~/Director

....
Director

PETER WISE
Print name of signatory

NATHAN WISE
Print name of signatory

<u>SIGNED SEALED and DELIVERED</u>)
by <u>LILLIANNE SHARP</u>)
in the presence of:)

Witness

X Paul Sharp

....

Witness

Lillianne

X L Sharp

....

P SHARP

....

Print name of witness

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. ESCROW RESTRICTIONS

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. **GOVERNING LAW**

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. **BINDING**

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address:	Scott Young and Jacqueline Young of 137 Peach Orchard Road, Fountaindale NSW 2258

Part B

New Tag Shares:	267,848 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
234,367	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
200,886	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
167,405	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
133,924	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

<u>SIGNED</u>)
for and on behalf of)
<u>TAG PACIFIC LIMITED</u>)
by authority of the directors)
in the presence of:)

....
Secretary/Director

PETER WISE
Print name of signatory

....
Director

NATHAN WISE
Print name of signatory

<u>SIGNED SEALED and DELIVERED</u>)
by <u>SCOTT YOUNG</u>)
in the presence of:)

Witness
Witness

WILLIAM DAVID WILLIAMS
Print name of witness

Scott

<u>SIGNED SEALED and DELIVERED</u>)
by <u>JACQUELINE YOUNG</u>)
in the presence of:)

Witness
Witness

WILLIAM DAVID WILLIAMS
Print name of witness

Jacqueline

DEED dated: 28 September 2012

BETWEEN: **Tag Pacific Limited** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **The Party** described in Part A of the Schedule (the "**Holder**")

RECITALS:

A. If the Offer is accepted by the Holder and if the conditions to the Offer are satisfied or waived in accordance with the terms of the Offer, the Holder is to acquire the New Tag Shares.

B. If the New Tag Shares are issued to the Holder, the Holder agrees that the Escrowed Shares will be subject to the Escrow Restrictions.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires:

ASIC means the Australian Securities and Investments Commission.

Associate has the meaning given to it in Division 2 of Part 1.2 of the Corporations Act.

ASX means ASX Limited.

Bid means a takeover bid under Chapter 6 of the Corporations Act in respect of all ordinary shares in Tag.

Corporations Act means the Corporations Act 2001.

Escrowed Shares means, in respect of a particular Escrow Period, that number of New Tag Shares set out in column 1 of Part C of the Schedule adjacent to that Escrow Period.

Escrow Period means a period of time set out in column 2 of Part C of the Schedule.

Escrow Restrictions means the restrictions applying against the Holder set out in clause 2.

Law means any applicable law, statute, regulation, by-law, ordinance or subordinate legislation in force from time, and any requirement, ruling or determination of ASX, ASIC or any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency, regulatory authority or entity.

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. **ESCROW RESTRICTIONS**

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. **GOVERNING LAW**

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. **BINDING**

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address:	Ronald Bailey and Vassoulla Bailey of 19 Mountain Ash Avenue, Ashwood VIC 3147

Part B

New Tag Shares:	260,519 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	Period of escrow (Column 2)
227,954	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
195,389	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
162,824	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
130,260	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....
~~Secretary~~/Director

PETER WISE
....
Print name of signatory

....
Director

NATHAN WISE
....
Print name of signatory

<u>SIGNED SEALED and DELIVERED</u>)
by <u>RONALD BAILEY</u>)
in the presence of:)

x Witness

....
Witness

Annamaria Bailey
....
Print name of witness

x Ron ....

<u>SIGNED SEALED and DELIVERED</u>)
by <u>VASSOULLA BAILEY</u>)
in the presence of:)

x Witness

....
Witness

Anna Maria Bailey
....
Print name of witness

x Vassoulla ....

New Tag Shares means the number of ordinary class shares in Tag referred to in Part B of the Schedule which are to be issued to the Holder under the Offer.

Offer means the offer from Electro Securities Pty Limited to the Holder offering to purchase the Holder's shares in MPower Group Pty Limited in exchange for ordinary class shares in Tag.

Security Interest means an interest in an asset which provides security for, or protects against default by, a person for the payment or satisfaction of a debt, obligation or liability including a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, or arrangement for the retention of title.

Third Party means any person other than the Holder or an Associate of the Holder.

1.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Agreement;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) an agreement on the part of two or more persons binds them jointly and severally; and

(h) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning.

2. ESCROW RESTRICTIONS

2.1 Except as permitted by clause 3, during an Escrow Period (a "**Relevant Escrow Period**") the Holder must not:

(a) sell, assign, transfer or otherwise dispose of;

(b) agree or offer to sell, assign, transfer or otherwise dispose of;

(c) grant or exercise an option to sell, assign, transfer or otherwise dispose of; or

(d) create, or agree to offer to create, any Security Interest in,

any of the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period.

2.2 Nothing in this Deed:

(a) restricts or affects the Holder's voting or other rights in relation to or in connection with any Escrowed Share; or

(b) restricts or affects the Holder's rights in respect of any share in Tag other than an Escrowed Share.

2.3 Subject at all times to clause 3, during the Relevant Escrow Period:

(a) the Escrowed Shares set out in column 1 of Part C of the Schedule adjacent to the Relevant Escrow Period must be kept on Tag's issuer sponsored sub-register; and

(b) the Holder hereby agrees in writing to the application of a holding lock to the Escrowed Shares for that Relevant Escrow Period.

3. EXCEPTIONS TO ESCROW

3.1 Takeovers

Notwithstanding clause 2.1, if at any time:

(a) any Third Party makes a Bid; and

(b) acceptances of that Bid are received from the holders of at least 50% of the ordinary shares in Tag which are not subject to the Escrow Restrictions or any other escrow arrangements similar to the Escrow Restrictions,

the Holder may accept the Bid and take any steps in relation to an Escrowed Share necessary to do so. If the Bid does not become unconditional, the Holder acknowledges and agrees that the terms of this Deed will continue to apply to the Escrowed Shares that the Holder has tendered into the Bid.

3.2 Schemes of Arrangement

Notwithstanding clause 2.1, the Holder may take any steps in relation to an Escrowed Share during the Relevant Escrow Period in order to effect the transfer or cancellation of an Escrowed Share as part of a scheme of arrangement under Part 5.1 of the Corporations Act provided that any Escrowed Share which is the subject of the scheme of arrangement will remain subject to the Escrow Restrictions set out in this Deed if the scheme of arrangement does not take effect.

3.3 **Transfer by operation of Law**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the Escrowed Shares are required by Law to be transferred or otherwise disposed of.

3.4 **Termination if quotation ceases**

Notwithstanding clause 2.1, the Escrowed Shares will cease to be subject to the Escrow Restrictions with immediate effect if the ordinary shares in Tag cease to be quoted on ASX or Tag is removed from the Official List of ASX. For the avoidance of doubt, the Escrowed Shares shall remain subject to the Escrow Restrictions during any period in which trading in shares in Tag on ASX is suspended.

4. **GOVERNING LAW**

(a) This Deed is governed by the laws of New South Wales.

(b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

5. **BINDING**

This Deed shall not be binding on the parties unless and until the New Tag Shares are issued to the Holder and unless and until all persons named as a party to this Deed have signed this Deed.

SCHEDULE

Part A

Holder's Name and Address: Andrew Haavisto and Karen Haavisto of 5 Jacobs Close, Menai NSW 2234

Part B

New Tag Shares: 243,079 ordinary class shares in Tag.

Part C

Relevant Escrow Periods:

Number of New Tag Shares subject to escrow (Column 1)	**Period of escrow (Column 2)**
212,694	Period of 6 months commencing on the date on which the New Tag Shares are issued to the Holder
182,309	Period of 12 months commencing on the date on which the New Tag Shares are issued to the Holder
151,924	Period of 18 months commencing on the date on which the New Tag Shares are issued to the Holder
121,540	Period of 24 months commencing on the date on which the New Tag Shares are issued to the Holder

EXECUTED as a Deed.

SIGNED)
for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....
~~Secretary~~/Director

PETER WISE
Print name of signatory

....
Director

NATHAN WISE
Print name of signatory

<u>SIGNED SEALED and DELIVERED</u>)
by <u>ANDREW HAAVISTO</u>)
in the presence of:)

Witness

X ....
Witness

Andrew

X ....

MICHAEL PRINCE
Print name of witness

<u>SIGNED SEALED and DELIVERED</u>)
by <u>KAREN HAAVISTO</u>)
in the presence of:)

Witness

X ....
Witness

Karen

X Karen Haavisto

MICHAEL PRINCE
Print name of witness

ANNEXURE "F"

Pre-Emptive Rights Deed

This is annexure "F" of 18 pages referred to in Form 603 "Notice of initial substantial holder" dated 2 October 2012.

DLGod.

Darrell Godin

DATED 28/09/ **2012**

BETWEEN

TAG PACIFIC LIMITED

AND

PAUL DOUGLAS SHARP

AND

PACIFIC SPECTRUM INVESTMENTS PTY LIMITED

AND

PAUL DOUGLAS SHARP and LISA MARIE SHARP

PRE-EMPTIVE RIGHTS DEED

LANDERER & COMPANY
Solicitors
Level 31
133 Castlereagh Street
SYDNEY NSW 2000

TEL: 9261 4242
FAX: 9261 8516
DX: 1247 SYDNEY
REF: MWH17186

DEED dated: 28/ 09/ 2012

BETWEEN: **TAG PACIFIC LIMITED** ACN 009 485 625 of Level 30, 133 Castlereagh Street, Sydney, New South Wales ("**Tag**")

AND: **PAUL DOUGLAS SHARP** of 22 Jacques Road, Narre Warren North, Victoria ("**Sharp**")

AND: **PACIFIC SPECTRUM INVESTMENTS PTY LIMITED** ACN 085 520 921 of 22 Jacques Road, Narre Warren North, Victoria ("**PSI**")

AND: **PAUL DOUGLAS SHARP and LISA MARIE SHARP** as trustee of The Paul Sharp Childrens Trust of c/- 22 Jacques Road, Narre Warren North, Victoria ("**Childrens Trust**")

RECITALS:

A. The Shareholders are about to become shareholders in Tag as a consequence of Tag issuing new Shares to the Shareholders in exchange for the Shareholders transferring all their shares in MPower Group Pty Limited to Electro Securities Pty Limited, a wholly owned subsidiary of Tag.

B. The respective number of new Shares to be issued by Tag to each Shareholder is that number of Shares as appearing in column 2 of the Schedule adjacent to the name of the Shareholder.

C. It is a condition to the issue of the new Shares that is required by Tag that each Shareholder grant certain pre-emptive rights in favour of Tag over the new Shares to be issued to the Shareholder.

D. The Shareholders agree to grant pre-emptive rights in favour of Tag on the basis set out below.

THE PARTIES AGREE:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed and in the recitals, unless the context otherwise requires:

"**ASX**" means the securities exchange conducted by ASX Limited.

"**Business Day**" means any day on which banks are generally open for business in Sydney, other than a Saturday or Sunday.

"**Change in Control**" occurs in respect to a Shareholder if a person, who did not do so on the date of this Deed, acquires or holds, directly or indirectly the right to:

(a) in relation to a Shareholder that is a company, exercise, or Control the exercise of, more than half of the voting power or economic interests attaching to the shares or other form of equity in that company;

(b) in relation to a Shareholder that is a company, dispose of, or Control the disposal of, more than half (by value) of the shares or other form of equity in that company;

(c) in relation to a Shareholder that is a company, appoint or remove, or Control the appointment or removal of, directors having more than half of the votes cast at board meetings of that company;

(d) in relation to a Shareholder that is a company, exercise, or Control the exercise of, more than half of the votes cast by directors at board meetings of that company;

(e) in relation to a Shareholder that is a trust, Control the power of appointment of the beneficial interest in the corpus or income of the trust;

(f) in relation to Sharp, he dies or a legal personal representative or trustee is appointed to administer the estate of Sharp because of his mental incapacity or bankruptcy; or

(g) otherwise determine, or Control the determination of, the outcome of decisions about that Shareholder's financial and operating policies.

"**Control**" means a power or control:

(h) that is direct or indirect; or

(i) that is or can be exercised as a result of, by means of or by the revocation or breach of a trust, agreement, practice or combination of any of them, whether or not they are enforceable,

and it does not matter whether the power is express or implied, formal or informal, exercisable alone or jointly with someone else.

"**Corporations Act**" means the Corporations Act 2001.

"**Insolvency Event**" means the occurrence of any of the following events in relation to any Shareholder:

(a) the Shareholder becomes insolvent as defined in the Corporations Act;

(b) the Shareholder is wound up, dissolved or declared bankrupt;

(c) the Shareholder becomes an insolvent under administration as defined in the Corporations Act;

(d) a liquidator, provisional liquidator, Controller (as defined in the Corporations Act), administrator, trustee for creditors, trustee in bankruptcy or other similar person is appointed to, or takes possession or control of, any or all of the Shareholder's assets or undertaking;

(e) the Shareholder enters into or becomes subject to:

(i) any arrangement or composition with one or more of its creditors or any assignment for the benefit of one or more of its creditors; or

(ii) any re-organisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

(f) an application or order is made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken which is preparatory to or could result in any of (b), (c), (d) or (e) above;

(g) the Shareholder is taken, under section 459F(1) of the Corporations Act, to have failed to comply with a statutory demand; or

(h) the Shareholder suspends payment of its debts, ceases or threatens to cease to carry on all or a material part of its business or becomes unable to pay its debts when they fall due.

"**MPower Offers**" means the offer from Electro Securities Pty Limited to each Shareholder under which Electro Securities Pty Limited offers to purchase all shares held by that Shareholder in MPower Group Pty Limited in exchange for that number of the Shares set out in column 2 of the Schedule adjacent to the name of that Shareholder.

"**Pre-emption Shares**" means the ordinary class shares in Tag that are issued to each Shareholder as a consequence of acceptance of the MPower Offers, being in the case of each Shareholder, the respective number of Shares set out in column 2 of the Schedule adjacent to the name of that Shareholder.

"**Relevant Event**" means any of the following events:

(a) a Shareholder breaching any provision of this Agreement:

(i) and failing to remedy the breach within 7 days after receiving notice requiring it to do so; or

(ii) where that breach is incapable of remedy,

in which case a Relevant Event is taken to have occurred in relation to the Shareholder in breach;

(b) a Change in Control occurring in relation to a Shareholder; or

(c) an Insolvency Event occurring in relation to a Shareholder.

"**Shareholders**" means Sharp, PSI and the Childrens Trust and "**Shareholder**" means any one of Sharp, PSI and the Childrens Trust.

"**Shares**" means ordinary class fully paid shares in Tag.

"**VWAP**" in respect of a period means the number calculated by dividing the total price paid for Shares traded on the ASX during that period by the total number of Shares traded on the ASX during that period, but excluding transactions defined in the ASX Operating Rules as special crossings, crossings prior to the commencement of the open session state, crossings during overnight trading, overseas trades, trades pursuant to the exercise of options over shares and any other trades that the parties agree to exclude on the basis that the trades are not fairly reflective of supply and demand.

1.2 **Interpretation**

In this Deed, unless the context otherwise requires:

(a) headings and underlinings are for convenience only and do not affect the interpretation of this Deed;

(b) words importing the singular include the plural and vice versa;

(c) words importing a gender include any gender;

(d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;

(e) a reference to a part, paragraph, clause, party, annexure, exhibit or schedule is a reference to a part, paragraph and clause of, and a party, annexure, exhibit and schedule to, this Deed;

(f) a reference to any statute, regulation, proclamation, ordinance or by- law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by- laws issued under that statute;

(g) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;

(h) a reference to a party to a document includes that party's successors and permitted assigns;

(i) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the subsequent Business Day;

(j) a reference to an agreement includes an undertaking, covenant, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;

(k) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind; and

(l) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning.

2. TRANSFER OF PRE-EMPTION SHARES

2.1 No transfer of Pre-Emption Shares

No Shareholder may transfer any of its Pre-Emption Shares except where:

(a) this Deed has been validly terminated; or

(b) as otherwise provided under this Deed.

2.2 Transfer Notice

If at any time any Shareholder (the "**Proposed Transferor**") wishes to sell or transfer all or any of its Pre-Emption Shares, it shall serve on Tag a notice (the "**Transfer Notice**") specifying the number of Pre-Emption Shares that it wishes to sell or transfer (the "**Transfer Shares**") and the price per Pre-Emption Share that it wishes to obtain (the "**Transfer Price**").

2.3 Offer

The Transfer Notice shall include (or if not included, shall be deemed to include) an offer ("**Offer**") by the Proposed Transferor to Tag to either:

(a) buy back the Transfer Shares for a price per Transfer Share equal to the Transfer Price (the "**Buy Back Option**"); or

(b) to require the Proposed Transferor to sell the Transfer Shares to any third party as may be nominated by Tag for a price per Transfer Share equal to the Transfer Price (the "**Placement Option**").

The Offer shall be irrevocable.

2.4 Period of Offer

Tag will have a period of 30 Business Days from, but not including, the date of receiving the Transfer Notice in which to accept an Offer otherwise the Offer will lapse. When accepting an Offer, Tag can choose, in its absolute discretion, to apply the Buy Back Option to all, part or none of the Transfer Shares and to apply the Placement Option to all, part or none of the Transfer Shares. That is in respect of an Offer, Tag can elect to buy back some of the Transfer Shares the subject of that Offer and require some of the Transfer Shares the subject of the same Offer to be transferred to a nominated third party when accepting that Offer.

2.5 **Response of Tag**

(a) Tag may:

(i) reject all of the Transfer Shares offered under an Offer; or

(ii) subject to clause 2.5(c), accept all or some of the Transfer Shares offered under an Offer and specify which number of the Transfer Shares it wishes to buy back under the Buy Back Option and which number of the Transfer Shares it requires the Proposed Transferor to sell to a third party and set out the name of the third party under the Placement Option. The number of Transfer Shares to be accepted under the Buy Back Option and the number of Transfer Shares to be accepted under the Placement Option cannot exceed the total number of Transfer Shares the subject of the Offer.

(b) Tag shall make the election under clause 2.5(a) by written notice to the Proposed Transferor ("**Acceptance Notice**") within the 30 Business Day period referred to in clause 2.4. Each Acceptance Notice, once given, shall be irrevocable. If Tag gives no Acceptance Notice within the 30 Business Day period, it is deemed to have rejected all of the Transfer Shares offered under the Offer.

(c) Any acceptance under clause 2.5(a)(ii) to which Tag elects to apply the Buy Back Option is subject to the terms of the buy back agreement being approved by a special resolution of Tag's shareholders passed in accordance with section 257D(1)(a) of the Corporations Act.

2.6 **Next step**

If Tag has accepted the Offer for all or some of the Transfer Shares, then the Proposed Transferor and Tag shall proceed to complete the buy back of that number of the Transfer Shares to which Tag has elected to apply the Buy Back Option under the Acceptance Notice in accordance with clause 2.7(a) and procure the completion of the sale and purchase of that number of the Transfer Shares to which Tag has elected to apply the Placement Option under the Acceptance Notice in accordance with clause 2.7(b), and the Proposed Transferor may sell the following Transfer Shares pursuant to clause 2.8:

(a) those Transfer Shares which Tag has not accepted under clause 2.5(a)(ii);

(b) those Transfer Shares which Tag has rejected under clause 2.5(a)(i);

(c) those Transfer Shares which Tag is deemed to have rejected under clause 2.5(b); and

(d) those Transfer Shares to which Tag has elected to apply the Buy Back Option and in respect of which a buy back has not been completed within 90 days of service of the relevant Acceptance Notice on the Proposed Transferor.

2.7 **Buy Back or Sale to Third Party**

(a) If the Proposed Transferor and Tag are obliged under clause 2.6 to proceed to complete the sale of any Transfer Shares under a Buy Back Option, then completion shall occur at the offices of Tag on the first Business Day after, and only if, the necessary resolution under section 257D(1)(a) of the Corporations Act has been passed in respect of those of the Transfer Shares to which Tag has elected to apply the Buy Back Option (the "**Buy Back Shares**"). At that time, the Proposed Transferor shall deliver a transfer to Tag in respect of the Buy Back Shares duly signed by the Proposed Transferor as transferor and naming Tag as the transferee and Tag shall pay the Transfer Price for the Buy Back Shares by delivering an ordinary cheque in favour of the Proposed Transferor, or as it may direct in writing, to the Proposed Transferor. Any stamp duty in respect of such transfers will be paid by Tag. The Proposed Transferor represents that the Buy Back Shares will be free from all encumbrances.

(b) If the Proposed Transferor and Tag are obliged under clause 2.6 to proceed to complete the sale of any Transfer Shares under a Placement Option (the "**Placement Shares**"), then completion shall occur at the offices of Tag on the day that is 3 Business Days after the date that Tag delivers the Acceptance Notice to the Proposed Transferor. At that time, the Proposed Transferor shall deliver a transfer to Tag in respect of the Placement Shares duly signed by the Proposed Transferor as transferor and which names the third party nominated by Tag in the Acceptance Notice as the transferee and Tag shall procure that the Transfer Price for the Placement Shares is paid by ordinary cheque in favour of the Proposed Transferor, or as it may direct in writing, to the Proposed Transferor. Any stamp duty in respect of such transfers will be paid by the nominated third party transferee. The Proposed Transferor represents that the Placement Shares will be free of all encumbrances.

(c) If the Proposed Transferor defaults in transferring either the Buy Back Shares or Placement Shares in accordance with clause 2.7(a) or (b):

(i) each director and company secretary of Tag at the time of the default is irrevocably appointed as the joint and several attorney of the Proposed Transferor in accordance with clause 2.10 to execute all documents, receive all money and do all other things on the Proposed Transferor's behalf to effect compliance of the Proposed Transferor's obligations; and

(ii) the Proposed Transferor ratifies and confirms all such actions.

2.8 **Sale on ASX**

If the Proposed Transferor is entitled under clause 2.6 to proceed to sell Transfer Shares other than to Tag or a third party nominated by Tag under an Acceptance Notice then the Proposed Transferor may do so only during the following respective periods:

(a) in respect of those Transfer Shares which Tag has notified the Proposed Transferor it rejects under clause 2.5(a)(i), within a period of 20 Business Days after the Proposed Transferor receives the notice of rejection;

(b) in respect of those Transfer Shares which Tag has been unable to complete a buy back within 90 days of service of the relevant Acceptance Notice, within a period of 20 Business Days after the end of that 90 day period;

(c) in respect of those Transfer Shares which Tag has not included as being accepted under either a Buy Back Option or Placement Option in an Acceptance Notice, within a period of 20 Business Days after the Proposed Transferor receives the Acceptance Notice; and

(d) in respect of those Transfer Shares the subject of an Offer where Tag has given no Acceptance Notice and has not notified the Proposed Transferor that it rejects the Offer, within 20 Business Days after the end of the 30 Business Day period referred to in clause 2.4,

sell and transfer all (or some) of those Transfer Shares on the ASX at a price which is equal to or exceeds the Transfer Price.

2.9 **Relevant Event**

(a) If a Relevant Event occurs in respect of any Shareholder, then clause 2 applies as if each Shareholder has elected to give an Offer to Tag for all of its Pre-Emption Shares then held, on the basis that each Shareholder (including any Shareholder to whom a Relevant Event may not have occurred) shall be a Proposed Transferor and the provisions of clauses 2.2 to 2.7 apply (but not clause 2.8 so that a Shareholder may not sell to any one other than Tag or a third party nominated by Tag as a result of the operation of this clause 2.9).

(b) For the purposes of this clause 2.9, the Transfer Price for the Pre-Emption Shares of the Proposed Transferor shall be an amount equal to 90% of the VWAP of Shares over the 10 Business Days commencing on the first Business Day after the Relevant Event has occurred (rounded to the nearest whole cent).

2.10 **Power of Attorney**

(a) Each Shareholder (the "**Appointer**") irrevocably appoints each director and company secretary of Tag from time to time, while they remain a director or company secretary, jointly and severally as its attorney to execute all documents and do all things necessary for the purpose of attending to a transfer of Pre-emption Shares under any provision of this Agreement.

(b) Each appointment of an attorney by an Appointer is made on the following terms:

(i) the Appointor irrevocably appoints the relevant director and company secretary as its attorney to complete and execute (under hand or under seal) such instruments for and on its behalf as the attorney thinks necessary to give effect to any of the transfers of Pre-emption Shares contemplated by this Agreement;

(ii) the Appointor agrees to ratify and confirm whatever the attorney lawfully does, or causes to be done, under the appointment;

(iii) the Appointor agrees to indemnify the attorney against all claims, demands, costs, charges, expenses, outgoings, losses and liabilities arising in any way in connection with the lawful exercise of all or any of the attorney's powers and authorities under that appointment; and

(iv) the Appointor agrees to deliver to Tag on demand any power of attorney, instrument of transfer or other instruments as Tag may require to give effect to any of the transfers of Pre-emption Shares contemplated by this Agreement.

3. <u>DURATION AND TERMINATION</u>

3.1 <u>Former party not bound</u>

Subject to clause 3.3, the clauses binding a Shareholder which has transferred all its Pre-Emption Shares as permitted by this Deed shall cease to apply to that Shareholder.

3.2 <u>Term</u>

Subject to clause 3.1, this Deed continues in full force and effect until the earlier of:

(a) the date this Deed is terminated by written agreement between the parties who are then bound by the Deed; and

(b) the date on which the Shareholders have sold all the Pre-Emption Shares.

3.3 <u>Termination not to affect certain provisions</u>

The termination of this Deed however caused or the ceasing by any Shareholder to hold any Pre-Emption Shares:

(a) will be without prejudice to any obligations of the parties which has accrued prior to that termination or cessation and which remain unsatisfied; and

(b) will not affect any provision of this Deed which is expressed to come into effect on, or to continue in effect after, that termination or cessation.

4. GENERAL

4.1 Notices

Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Deed:

(a) must be in writing and addressed as shown below:

(i) if to Tag:

Address: Level 30
133 Castlereagh Street
SYDNEY NSW 2000

Attention: Mr Nathan Wise

Facsimile: (02) 8275 6060

(ii) if to any of the Shareholders:

Address: 22 Jacques Road
NARRE WARREN NORTH VIC 3804

Attention: Mr Paul Sharp

Facsimile:

or to any other address specified by any party to the sender by notice;

(b) must be signed by a director or secretary, or under the common seal, of the sender in the case of a corporation, or signed by the sender in the case of an individual;

(c) is deemed to be given by the sender and received by the addressee;

(i) if by delivery in person, when delivered to the addressee;

(ii) if by post, 2 Business Days from and including the date of postage; or

(iii) if by facsimile transmission, when received by the addressee,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 p.m. (addressee's time) it is deemed to be given on the succeeding Business Day; and

4.7 **Assignment**

No party may transfer or assign any of its rights under this Deed without the prior written consent of each other party.

4.8 **Further Assurances**

Each party must do all things and execute all further documents necessary to give full effect to this Deed.

4.9 **Stamp Duty**

Tag must pay all stamp duty (including penalties) payable in respect of this Deed, other than in respect of any share transfer of Placement Shares, in respect of which stamp duty will be payable by the relevant transferee.

4.10 **Costs and Expenses**

Subject to clause 4.9, each party must pay its own costs and expenses in respect of:

(a) the preparation and execution of this Deed; and

(b) the documents executed under this Deed.

4.11 **Previous Deeds**

This Deed supersedes all previous agreements with respect to its subject matter.

4.12 **Entire Deed**

This Deed contains the entire agreement and understanding between the parties in connection with the transactions contemplated by this Deed.

4.13 **Counterparts**

(a) This Deed may be executed in any number of counterparts.

(b) All counterparts, taken together, constitute one instrument.

(c) A party may execute this Deed by signing any counterpart.

4.14 **Attorneys**

Each of the attorneys executing this Deed states that the attorney has no notice of the revocation of that attorney's power of attorney.

SCHEDULE

Name of Shareholder	Number of Pre-Emption Shares
Sharp	4,054,068
PSI	6,214,125
Childrens Trust	1,940,737

EXECUTED as a deed.

SIGNED for and on behalf of)
TAG PACIFIC LIMITED)
by authority of the directors)
in the presence of:)

....
Secretary/Director

PETER WISE
Print name of signatory

....
Director

NATHAN WISE
Print name of signatory

SIGNED SEALED AND DELIVERED)
by PAUL DOUGLAS SHARP)
in the presence of:)

....
Signature of Witness

....

....
Print name of Witness

SIGNED for and on behalf of)
PACIFIC SPECTRUM)
INVESTMENTS PTY LIMITED)
by authority of the directors)
in the presence of:)

. . . .	. . . .
Secretary/Director	Director
. . . .	. . . .
Print name of signatory	Print name of signatory

SIGNED SEALED AND DELIVERED)
by PAUL DOUGLAS SHARP)
as trustee of The Paul Sharp Childrens)
Trust in the presence of:)

X Witness [signature] . . . . X Paul [signature] . . . .

Signature of Witness

. . . . L. SHARP . . . .

Print name of Witness

SIGNED for and on behalf of)
PACIFIC SPECTRUM)
INVESTMENTS PTY LIMITED)
by authority of the directors)
in the presence of:)

Paul

....

Secretary/Director

L. Sharp

....

Director

PAUL SHARP

....

Print name of signatory

L. SHARP.

....

Print name of signatory

SIGNED SEALED AND DELIVERED)
by PAUL DOUGLAS SHARP)
as trustee of The Paul Sharp Childrens)
Trust in the presence of:)

....

Signature of Witness

....

NAVEEN AGGARWAL

....

Print name of Witness

<u>SIGNED SEALED AND DELIVERED</u>)
by <u>LISA MARIE SHARP</u>)
as trustee of The Paul Sharp Childrens)
Trust in the presence of:)

Witness
X P Hawksworth
Signature of Witness

PATRICIA HAWKSWORTH
Print name of Witness

Lisa
X L DiDomenico