

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To: Company Name/Scheme Redflex Holdings Limited (RDF)

ACN/ARSN 069 306 219

1. Details of substantial holder (1)

Name Carlyle Investment Management L.L.C. and its Controlled Entities including, but not limited to, Carlyle U.S. Growth Fund III, L.P. and CVP III Coinvestment, L.P (together the Carlyle Group).

This Form 603 is filed by CVP III Coinvestment, L.P. on behalf of Carlyle Investment Management L.L.C. and each of its Controlled Entities

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 20 / 2 / 11

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)
Fully Paid Ordinary (FPO)	13,275,905	13,275,905	12.03%

This notice is lodged in accordance with section 671B(1) of the Corporations Act following Carlyle U.S. Growth Fund III, L.P., CVP III Coinvestment, L.P., Macquarie Germany Holdings GMBH and Macquarie Special Situations Master Fund Limited and entering into a Subscription Agreement dated 20 February 2011 in relation to the capitalisation of Canberra Holdings Corporation (the **Interim Sponsors Agreement**), a copy of which is attached as Annexure A.

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
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	Macquarie Germany Holdings GmbH has a relevant interest pursuant to section 608(3) of the Corporations Act. Macquarie Special Situations Master Fund Limited has a relevant interest pursuant to section 608(1)(c) of the Corporations Act.	FPO – 6,637,953
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	Macquarie Special Situations Master Fund Limited has a relevant interest pursuant to section 608(1)(a) of the Corporations Act. Macquarie Germany Holdings GmbH, has a relevant interest pursuant to section 608(1)(c) of the Corporations Act.	FPO – 6,637,952

4. Details of present registered holders

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

Holders of relevant interest	Registered holder of Securities	Person entitled to be registered as a holder (8)	Class and number of securities
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	Macquarie Radar Holdings Pty Limited	Macquarie Radar Holdings Pty Limited	FPO – 6,637,953
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	Macquarie Special Situations Master Fund Limited	Macquarie Special Situations Master Fund Limited	FPO – 6,637,952

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:

Refer to Annexure B of this notice.

6. Associates

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

Name and ACN/ARSN (if applicable)	Nature of association
Part A Carlyle U.S. Growth Fund III, L.P. CVP III Coinvestment, L.P. Part B Macquarie Germany Holdings GMBH Macquarie Special Situations Master Fund Limited	The parties listed in Part A and the parties listed in Part B became associates following execution of the Interim Sponsors Agreement pursuant to section 12(2)(c) of the Corporations Act.

7. Addresses

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

Name	Address
Macquarie Germany Holdings GmbH	c/- Mezzanine Level, No. 1 Martin Place, Sydney NSW 2000
Macquarie Special Situations Master Fund Limited	c/- Citi Hedge Fund Services Ltd, Hemisphere House, 9 Church Street, Hamilton HM11, Bermuda, for attention of Company Secretary
Macquarie Radar Holdings Pty Limited	Mezzanine Level, No. 1 Martin Place, Sydney NSW 2000
Macquarie Bank Limited	Level 3, 25 National Circuit Forrester, Australian Capital Territory Australia 2603
Each member of the Carlyle Group can be contacted c/- Gilbert + Tobin	Gilbert + Tobin, 2 Park Street Sydney NSW 2000

The following terms in this Form 603 are given the following meanings:

Controlled Entities means, in relation to any other entity which is Controlled by that first entity.

Control has the meaning given to that term in section 50AA of the Corporations Act (and Controlled and Controlling have corresponding meanings).

Signature

CVP III COINVESTMENT, L.P.

By: TCG Ventures III, L.P.,
as the General Partner

By: TCG Ventures III, L.L.C.,
as the General Partner

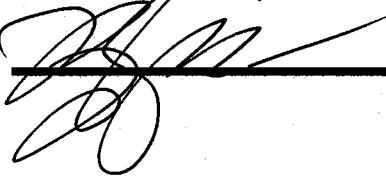
Name

Brian Humphreys

Title

Managing Director

Sign here



Date

22 February 2011

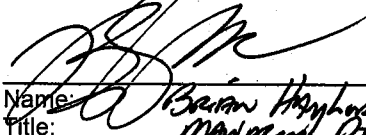
This is Annexure A of **13** pages (including this page) referred to in Form 603 – Notice of initial substantial holder – completed by CVP III COINVESTMENT, L.P. on behalf of CARLYLE INVESTMENT MANAGEMENT L.L.C. and each of its Controlled Entities.

CVP III COINVESTMENT, L.P.

By: TCG Ventures III, L.P.,
as the General Partner

By: TCG Ventures III, L.L.C.,
as the General Partner

By:


Name: Brian Hayhoe
Title: Managing Director
Date: 22/2/11

Interim Sponsor Agreement
See attached copy

CANBERRA HOLDINGS I CORPORATION SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made as of February 20, 2011 (the "Agreement"), by and among Canberra Holdings I Corporation, a Delaware corporation (the "Company"), and the entities listed on the signature pages attached hereto (collectively, the "Purchasers" and, each individually a "Purchaser").

WITNESSETH:

WHEREAS, on the terms set forth herein, each Purchaser desires to subscribe for and purchase, and the Company desires to sell to each Purchaser, that number of shares of the Company's common stock, par value \$0.01 per share (the "Common Stock") set forth opposite such Purchaser's name on Schedule A attached hereto (with respect to each Purchaser, its "Purchased Shares"), at a purchase price per share of \$0.01 for an aggregate purchase price set forth opposite such Purchaser's name on Schedule A attached hereto (with respect to each Purchaser, its "Purchase Price").

WHEREAS, each Purchaser acknowledges and agrees that the sole purpose of its subscription for its Purchased Shares is to facilitate a potential acquisition by the Purchasers, through an indirect wholly owned subsidiary of the Company, of the ordinary shares in Redflex Holdings Limited (an Australian company listed on ASX Limited) ("Redflex") through a scheme of arrangement to be negotiated and entered into pursuant to Part 5.1 of the Corporations Act between Redflex and its shareholders (the "Proposed Transaction").

NOW, THEREFORE, in order to implement the foregoing and in consideration of the mutual representations, warranties, covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Purchase and Sale of the Common Stock.

(a) Subject to the terms and conditions of this Agreement, the Company hereby agrees to sell to each Purchaser, and each Purchaser agrees to purchase from the Company, its Purchased Shares set forth on Schedule A, and each Purchaser shall pay the Company its Purchase Price set forth on Schedule A.

(b) The obligations of each Purchaser shall be several and not joint, and no Purchaser shall be liable or responsible for the acts of any other Purchaser under this Agreement.

(c) The Company hereby acknowledges that payment by each Purchaser of its Purchase Price is being made concurrently with the execution of this Agreement.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser as follows:

(a) The Company is duly organized, validly existing and in good standing under the laws of Delaware and has all requisite corporate power and authority to carry on its business as now conducted and as proposed to be conducted.

(b) The Company has full corporate power and authority and has taken all corporate action necessary to execute and deliver this Agreement and all other agreements and instruments contemplated hereby to which the Company is a party and to perform its obligations hereunder and thereunder, and this Agreement and all such other agreements and instruments have been duly authorized, executed and delivered by the Company and, assuming the due execution and delivery of this Agreement and all other agreements and instruments contemplated hereby to which the Company is a party, by the other parties hereof and thereof, are valid, binding and enforceable against the Company in accordance with their terms.

(c) The execution, delivery and performance of this Agreement by the Company, and the fulfillment of and compliance with the terms hereof by the Company, do not and will not (i) violate or conflict with any requirements of any material contract or obligation of the Company, including the certificate of incorporation of the Company, (ii) result in or constitute (with or without the giving of notice, lapse of time or both) any default or event of default under any such material obligation of the Company, or give rise to a right of termination of, or accelerate the performance required by, any terms of any such material obligation, or (iii) violate any statute, law, ordinance, rule, regulation or order of any court or governmental authority or any judgment, order or decree (U.S. federal, state or local or foreign) applicable to the Company or require it to obtain any consents, registrations, approvals, permits or authorizations from or to deliver any notice or make any report or other filing with any U.S. federal, state or local or foreign governmental or regulatory authority, agency, commission body, court or other legislative, executive or judiciary government entity (except such as may have previously been obtained or is permitted to be, and will be, filed or made promptly following the date hereof).

(d) The shares of Common Stock, when issued, sold, delivered and paid for in accordance with the terms of this Agreement, will be duly authorized, validly issued, fully paid and non-assessable and, assuming the accuracy of the representations and warranties made by the Purchasers, will be issued in compliance with all applicable U.S. federal and state securities laws.

(e) The Company is newly formed, was formed solely for the purpose of potentially entering into, and engaging in, the Proposed Transaction, has no assets, and has not conducted any business, entered into any agreements, contracts, under takings, arrangements or understandings with any other person, or incurred any liabilities other than in connection with its incorporation, this Agreement and the agreements and instruments contemplated hereby.

(f) After giving effect to the transactions contemplated by this Agreement, one hundred (100) shares of Common Stock will be issued and outstanding. After giving effect to the transactions contemplated by this Agreement, as of the date hereof, no subscription, warrant, option, convertible security, or other right (contingent or other) to purchase or otherwise acquire equity securities of the Company is authorized or outstanding and there is no commitment by the Company to issue shares, subscriptions, warrants, options, convertible securities, or other such rights or securities exercisable or exchangeable for, or convertible into, equity interests of the Company.

(g) There are no suits, actions, claims, charges, demands, hearings, indictments, proceedings, litigation, disputes, arbitral actions, governmental audits, inquiries, criminal prosecutions, remediations or investigations pending against the Company, or, to the knowledge of the Company, threatened against or involving the Company, the stockholders of the

Company or the officers or directors of the Company in connection with the business and affairs of the Company before any court, arbitrator or administrative or governmental body (U.S. federal, state or local or foreign). The Company is not subject to any judgment, writ, decree, agreement, determination, injunction, investigation, award or order of any governmental body (U.S. federal, state, local or foreign).

3. Representations and Warranties of the Purchasers. Each Purchaser hereby represents and warrants, severally and not jointly, to the Company that:

(a) Such Purchaser is a corporation, partnership, limited partnership, limited liability company or trust, as the case may be, duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Such Purchaser has full right, capacity and power to execute and deliver this Agreement and all other agreements and instruments contemplated hereby to which such Purchaser is a party, and to perform its obligations hereunder and thereunder. This Agreement and all other agreements and instruments contemplated hereby to which such Purchaser is a party have been duly executed and delivered by or on behalf of such Purchaser and, assuming due execution by each of the other parties hereto and thereto, constitute legal, valid and binding agreements, enforceable against such Purchaser in accordance with their terms.

(b) The execution, delivery and performance of this Agreement and all other agreements and instruments contemplated hereby to which such Purchaser is a party and the fulfillment of and compliance with the respective terms hereof and thereof by the Purchaser, do not and will not (i) violate or conflict with any requirements of any material contract or obligation of such Purchaser, including, if such Purchaser is not an individual, the certificate of incorporation, bylaws or comparable organizational documents of such Purchaser, or (ii) result in or constitute (with or without the giving of notice, lapse of time or both) any default or event of default under any such material contract or obligation of the Purchaser, or give rise to a right of termination of, or accelerate the performance required by, any terms of any such material contract or obligation, or (iii) violate any statute, law ordinance, rule, regulation or order of any court or governmental authority or any judgment, order or decree (U.S. federal, state or local or foreign) applicable to such Purchaser.

(c) The Purchased Shares to be received by such Purchaser will be acquired by such Purchaser for investment for such Purchaser's own account, not as a nominee or agent, and not with a view to the sale or distribution of any part thereof in violation of applicable U.S. federal or state or foreign securities laws. Such Purchaser has no current intention of selling, granting participation in or otherwise distributing its Purchased Shares in violation of applicable U.S. federal or state or foreign securities laws. Except as set forth in this Agreement, such Purchaser does not have any contract, undertaking, agreement or arrangement with any person or entity with respect to the sale, transfer, voting or other rights of its Purchased Shares.

(d) Such Purchaser understands that the offer and sale of its Purchased Shares have not been registered under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or any applicable U.S. state or foreign securities laws, and that its Purchased Shares are being issued in reliance on an exemption from registration under the Securities Act, which exemption depends upon, among other things, the bona fide nature of the investment intent and the accuracy of such Purchaser's representations as expressed herein.

(e) Such Purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of such Purchaser's

investment. Such Purchaser is a sophisticated investor, has relied upon independent investigations made by such Purchaser and, to the extent believed by such Purchaser to be appropriate, such Purchaser's representatives, including such Purchaser's own professional, tax and other advisors, and is making an independent decision to invest in its Purchased Shares. Such Purchaser has been furnished with such documents, materials and information that such Purchaser deems necessary or appropriate for evaluating an investment in the Company, and such Purchaser has read carefully such documents, materials and information and understands and has evaluated the types of risks involved with a purchase of its Purchased Shares. Such Purchaser has not relied upon any representations (other than those set forth in Section 2 of this Agreement) or other information (whether oral or written) made by the Company in connection with its investment in its Purchased Shares. Such Purchaser acknowledges that the Company has not given any assurances with respect to the tax consequences of the acquisition, ownership and disposition of its Purchased Shares.

(f) Such Purchaser has had, prior to its purchase of its Purchased Shares, the opportunity to ask questions of, and receive answers from, the Company concerning the terms and conditions of the transactions contemplated by this Agreement and such Purchaser's investment in its Purchased Shares and to obtain additional information necessary to verify the accuracy of any information furnished to him, her, or it, or to which he or she had access.

(g) Such Purchaser understands that there are substantial restrictions on the transferability of its Purchased Shares and that in the event the Proposed Transaction is entered into and consummated, there will be, and for an indefinite period thereafter there will continue to be, no public market for its Purchased Shares and, accordingly, such Purchaser may not be able to liquidate its investment in case of emergency, if at all. In addition, such Purchaser understands that in the event the Proposed Transaction is entered into, an Interim Sponsors Agreement contemplated to be entered into by and among the Purchasers and the Company (an "Interim Sponsors Agreement") and, in the event the Proposed Transaction is consummated, a Stockholders Agreement contemplated to be entered into by and among the Purchasers and the Company (a "Stockholders Agreement") will each contain substantial restrictions on the transferability of its Purchased Shares and will provide that, in the event that the conditions relating to the transfer of any shares of Common Stock have not been satisfied, the holder of such shares of Common Stock shall not transfer any such shares of Common Stock, and unless otherwise specified the Company, the Company will not recognize the transfer of any such shares of Common Stock on its books and records or issue any share certificates representing any such shares of Common Stock, and any purported transfer not in accordance with the terms of any Interim Sponsors Agreement and/or Stockholders Agreement that may be entered into after the date hereof shall be void. As such, such Purchaser understands that: (i) a restrictive legend or legends will be placed on the certificates evidencing its Purchased Shares; (ii) a notation will be made in the appropriate records of the Company indicating that each Purchased Share is subject to restrictions on transfer and, if the Company should at some time in the future engage the services of a securities transfer agent, appropriate stop-transfer instructions will be issued to such transfer agent with respect to its Purchased Shares; and (iii) such Purchaser will sell, transfer or otherwise dispose of its Purchased Shares only in a manner consistent with its representations set forth herein and then only in accordance with any Interim Sponsors Agreement and/or Stockholders Agreement that may be entered into after the date hereof.

(h) Such Purchaser understands that this investment is not recommended for investors who have any need for a current return on this investment or who cannot bear the risk of losing their entire investment. In that regard, such Purchaser understands

that the investment in its Purchased Shares involves a high degree of risk of loss of such Purchaser's investment therein, and that such Purchaser may lose the entire amount of such Purchaser's investment.

(i) Such Purchaser is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the Securities Act.

(j) Notwithstanding anything contained in this Agreement to the contrary, each Purchaser acknowledges and agrees that the Company is not making any representations or warranties whatsoever, express or implied, beyond those expressly given in Section 2. Each Purchaser further represents that none of the affiliates, officers, directors, employees, agents, consultants, attorneys or representatives (the "Representatives") of the Company, nor any other person (including any other Purchaser, their affiliates or any of their respective Representatives) has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding the shares of Common Stock, the Company, the transactions contemplated by this Agreement, the Proposed Transaction, Redflex and its affiliates ("Redflex Group") or the business conducted by the Redflex Group not expressly set forth in this Agreement or any other definitive transaction document, and none of the affiliates, officers, directors, employees, agents, consultants, attorneys or representatives of the Company, or any other person (including any other Purchaser, their affiliates or any of their respective Representatives) will have or be subject to any liability to Purchaser or any other person resulting from the distribution to the Purchaser or, as applicable, its affiliates, officers, directors, employees, agents, consultants, attorneys or representatives or the Purchaser's use of, any due diligence or other information, distributed on behalf of the Company, any other Purchaser, or their respective affiliates or Representatives provided to the Purchaser or, as applicable, its affiliates, officers, directors, employees, agents, consultants, attorneys or representatives, or any other document or information in any form provided to the Purchaser or, as applicable, its affiliates, officers, directors, employees, agents, consultants, attorneys or representatives in connection with the transactions, the Proposed Transaction, Redflex Group or the business conducted by the Redflex Group contemplated hereby. Each Purchaser further represents that it has not relied on any investigation that the Company, any other Purchaser or their respective affiliates or Representatives or any persons acting on their behalf may have conducted with respect to the transactions contemplated in this Agreement, the Proposed Transaction, Redflex Group or the business conducted by the Redflex Group, except to the extent expressly provided in this Agreement or any other definitive transaction document.

(k) Carlyle U.S. Growth Fund III, L.P. ("Carlyle U.S. Growth") and CVP III Coinvestment, L.P. ("CVP"), together with Carlyle U.S. Growth, the "Carlyle Purchasers") represent that as of the date of this Agreement, it does not have a relevant interest in any equity interests of Redflex.

(l) In the four months prior to the date of this Agreement, such Purchaser has not acquired, or offered to acquire, any equity interests of Redflex for a price that exceeds the Scheme Consideration (as defined in the Scheme Implementation Agreement).

4. Certificates. Each Purchaser shall receive, at the closing of the transactions contemplated by this Agreement, stock certificate(s) representing the number of shares of Common Stock set forth opposite such Purchaser's name on Schedule A attached hereto.

5. Cooperation and Joint Decision Making. Each Purchaser acknowledges its intent to work with and cooperate with the other Purchasers in connection with investigating, negotiating, entering into and consummating the Proposed Transaction and the Purchasers agree to jointly make decisions in connection therewith, unless otherwise specified in any Interim Sponsors Agreement or Stockholders Agreement that may be entered into after the date hereof.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, but all of which taken together shall constitute one and the same agreement.

7. No Waiver; Modifications in Writing. This Agreement and the other agreements referred to herein and therein and any exhibits, schedules or other documents referred to herein or therein, sets forth the entire understanding of the parties, and supersedes all prior agreements, arrangements, term sheets, presentations and communications, whether oral or written, with respect to the specific subject matter hereof. No waiver of or consent to any departure from any provision of this Agreement shall be effective unless signed in writing by the party waiving compliance or granting consent. Except as otherwise provided herein, no amendment, modification or termination of any provision of this Agreement shall be effective unless signed in writing by or on behalf of the Company and each Purchaser. Any amendment, supplement or modification of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure by the Company from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which it is made or given.

8. Binding Effect; Assignment. The rights and obligations of each party under this Agreement may not be assigned to any other person or entity unless signed in writing by or on behalf of the Company and each Purchaser. Except as expressly provided in this Agreement, this Agreement shall not be construed so as to confer any right or benefit upon any person or entity other than the parties to this Agreement, and their respective successors and assigns. This Agreement shall be binding upon the Company, each Purchaser and their respective heirs, successors, legal representatives and permitted assigns.

9. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

10. Schedules and Descriptive Headings. All schedules to this Agreement shall be deemed to be a part of this Agreement. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

11. Governing Law; Venue; Waiver of Jury Trial.

(a) This Agreement, and all disputes, claims or causes of action that arise from or are in connection with this Agreement, shall be governed by and construed in accordance with the domestic substantive laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction. The parties hereby irrevocably submit to the personal jurisdiction of any state or Federal court sitting in the Borough of Manhattan in the City of New York solely in respect of the interpretation and enforcement of the provisions of this Agreement

and of the documents referred to in this Agreement, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any such document may not be enforced in or by such courts, and the parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such state or Federal court sitting in the Borough of Manhattan in the City of New York. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and, to the extent permitted by law, over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 5.1 or in such other manner as may be permitted by law shall be valid and sufficient service thereof.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (ii) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (iii) EACH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (iv) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 11(B).

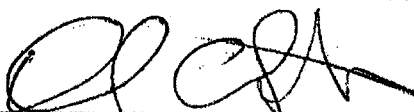
12. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, or mailed first class mail (postage prepaid) or sent by reputable overnight courier service (charges prepaid) to the Company and to any Investor at the address indicated by the Company's records, or at such address or to the attention of such other person as the recipient party has specified by prior written notice to the sending party. Notices will be deemed to have been given hereunder when received

13. Survival of Representations and Warranties. All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement regardless of any investigation made by, or on behalf of, any party hereto.

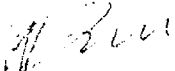
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CANBERRA HOLDINGS I CORPORATION

By: 
Name: David A. Stonelill
Title:

MACQUARIE GERMANY HOLDINGS GMBH

By: 
Name: ANTHONY TIM DAVIS
Title: ATTORNEY

By: 
Name: DOMINIC BARNES REID
Title: ATTORNEY

MACQUARIE SPECIAL SITUATIONS MASTER FUND LIMITED

By: _____
Name:
Title:


By: _____
Name:
Title:

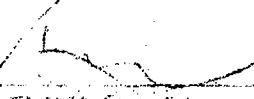
MACQUARIE GERMANY HOLDINGS GMBH

By: _____
Name:
Title:

By: _____
Name:
Title:

MACQUARIE SPECIAL SITUATIONS MASTER FUND LIMITED

By: 
Name: STEVEN SMITH
Title: ATTORNEY

By: 
Name: ELEANOR BRENNAN
Title: TREASURER

CARLYLE U.S. GROWTH FUND III, L.P.

By: TCG Ventures III, L.P.,
as the General Partner

By: TCG Ventures III, L.L.C.,
as the General Partner

By:



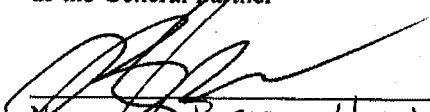
Name: Brian Hayhurst
Title: Managing Director

CVP III COINVESTMENT, L.P.

By: TCG Ventures III, L.P.,
as the General Partner

By: TCG Ventures III, L.L.C.,
as the General Partner

By:



Name: Brian Hayhurst
Title: Managing Director

SCHEDULE A

Purchaser	Common Stock	Total Purchase Price
Macquarie Germany Holdings GmbH	25	\$0.25
Macquarie Special Situations Master Fund Limited	25	\$0.25
Carlyle U.S. Growth Fund III, L.P.	47.39150	\$0.47.3915
CVP III Coinvestment, L.P.	2.6850	\$0.036085

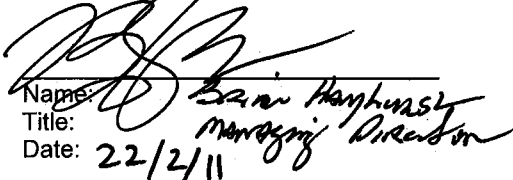
This is Annexure B of **3** pages (including this page) referred to in Form 603 – Notice of initial substantial holder – completed by CVP III COINVESTMENT, L.P. on behalf of CARLYLE INVESTMENT MANAGEMENT L.L.C. and each of its Controlled Entities.

CVP III COINVESTMENT, L.P.

By: TCG Ventures III, L.P.,
as the General Partner

By: TCG Ventures III, L.L.C.,
as the General Partner

By:


Name: *Brian Humphreys*
Title: *Managing Director*
Date: *22/2/11*

Consideration
See attached copy

ANNEXURE 'B'

Holder of Relevant interest	Date of acquisition	Consideration		Number of securities affected	Class
		Cash	Non-cash		
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	25-Feb-10	AUD 2.00	Nil	130,490	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	30-Mar-10	AUD 1.93	Nil	440,330	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	29-Apr-10	AUD 1.89	Nil	868,158	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	28-May-10	AUD 1.90	Nil	657,027	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	19-Feb-10	AUD 2.00	Nil	207,569	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	22-Feb-10	AUD 2.00	Nil	53,411	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	23-Feb-10	AUD 1.99	Nil	24,625	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	24-Feb-10	AUD 2.00	Nil	625,507	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	25-Feb-10	AUD 2.00	Nil	25,800	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	01-Mar-10	AUD 1.89	Nil	23,696	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	02-Mar-10	AUD 1.88	Nil	24,776	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	03-Mar-10	AUD 1.83	Nil	8,798	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	04-Mar-10	AUD 1.78	Nil	8,131	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	05-Mar-10	AUD 1.79	Nil	1,086	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	09-Mar-10	AUD 1.71	Nil	22,878	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	10-Mar-10	AUD 1.70	Nil	11,201	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	11-Mar-10	AUD 1.71	Nil	689	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	12-Mar-10	AUD 1.66	Nil	10,004	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	15-Mar-10	AUD 1.80	Nil	17,424	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	16-Mar-10	AUD 1.59	Nil	18,826	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	17-Mar-10	AUD 1.53	Nil	534	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	18-Mar-10	AUD 1.54	Nil	12,820	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	19-Mar-10	AUD 1.53	Nil	18,124	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	22-Mar-10	AUD 1.52	Nil	20,377	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	24-Mar-10	AUD 1.51	Nil	3,282	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	25-Mar-10	AUD 1.57	Nil	2,701	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	26-Mar-10	AUD 1.54	Nil	7,112	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	28-Mar-10	AUD 1.58	Nil	4,031	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	30-Mar-10	AUD 1.67	Nil	1,158,804	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	07-Apr-10	AUD 1.71	Nil	7,789	FPO

Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	08-Apr-10		AUD 1.71	Nil	7,983	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	09-Apr-10		AUD 1.74	Nil	5,917	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	12-Apr-10		AUD 1.75	Nil	1,170	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	13-Apr-10		AUD 1.76	Nil	33,333	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	14-Apr-10		AUD 1.73	Nil	2,992	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	15-Apr-10		AUD 1.79	Nil	43,856	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	16-Apr-10		AUD 1.81	Nil	20,041	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	21-Apr-10		AUD 1.80	Nil	7,110	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	23-Apr-10		AUD 1.89	Nil	38,397	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	27-Apr-10		AUD 1.92	Nil	10,863	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	28-Apr-10		AUD 1.84	Nil	35,178	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	03-May-10		AUD 1.80	Nil	1,200,212	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	04-May-10		AUD 1.78	Nil	20,000	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	06-May-10		AUD 1.81	Nil	10,688	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	07-May-10		AUD 1.83	Nil	3,867	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	10-May-10		AUD 1.85	Nil	8,329	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	11-May-10		AUD 1.80	Nil	1,114	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	12-May-10		AUD 1.79	Nil	2,844	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	13-May-10		AUD 1.78	Nil	1,324	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	14-May-10		AUD 1.83	Nil	8,228	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	17-May-10		AUD 1.77	Nil	3,321	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	18-May-10		AUD 1.80	Nil	141	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	19-May-10		AUD 1.80	Nil	4,878	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	24-May-10		AUD 1.84	Nil	2,499	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	25-May-10		AUD 1.82	Nil	2,870	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	27-May-10		AUD 1.87	Nil	8,219	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	31-May-10		AUD 1.55	Nil	2,329	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	01-Jun-10		AUD 1.55	Nil	2,035	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	02-Jun-10		AUD 1.56	Nil	8,017	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	04-Jun-10		AUD 2.50	Nil	8,000,000	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	18-Aug-10		AUD 2.49	Nil	94,896	FPO
Macquarie Germany Holdings GmbH and Macquarie Special Situations Master Fund Limited	19-Aug-10		AUD 2.50	Nil	1,367,380	FPO
Macquarie Germany Holdings GmbH	19-Nov-10		AUD 2.53	Nil	6,000	FPO