

## Form 603

Corporations Act 2001

Section 671B

## Notice of initial substantial holder

To Company Name/Scheme

MILLENNIUM SERVICES GROUP LIMITED

ACN/ARSN

ACN 607 926 787

## 1. Details of substantial holder (1)

Name

TOMI-SASHA HOLDINGS PTY LTD

ACN/ARSN (if applicable)

ACN 076 376 308

The holder became a substantial holder on

17/11/15

## 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 SHARES	6,893,557	6,893,557	15.01%

## 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
TOMI-SASHA HOLDINGS PTY LTD		6,893,557 ORD

## 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
TOMI-SASHA HOLDINGS PTY LTD	TOMI-SASHA HOLDINGS PTY LTD	TOMI-SASHA HOLDINGS PTY LTD	6,893,557 ORD

## 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	
TOMI-SASHA HOLDINGS PTY LTD	20/8/15	\$20		20 ORD
"	23/10/15	N/A (share split)	N/A (share split)	8,691,413 ORD
"	17/11/15	Non-cash per corporate restructure disclosed in Replacement Prospectus, which included sell down of 3,329,408 ORD shares		1,531,552 ORD

**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
TOMI-SABHA HOLDINGS PTY LTD ACN 076 376 308	REGISTERED HOLDER OF SHARES NOTED ON FORM

**7. Addresses**

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

Name	Address
TOMI-SABHA HOLDINGS PTY LTD	SUITE C3 LEVEL 1 459 TOORAK RD TOORAK, VIC 3142

**Signature**

print name

EILEEN TRECENT

capacity

DIRECTOR

sign here



date

18/11/15

**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.

## **THIS DEED OF VARIATION OF BUSINESS SALE AND PURCHASE AGREEMENT**

Dated the            November 2015.

### **Between:**

**Absolute Cleaning Security Maintenance Pty Ltd ACN 121 743 271** care of PKF, 755 Hunter Street, Newcastle West NSW 2302

**AAA Cleaning Security Maintenance Pty Ltd ACN 099 891 246** care of PKF, 755 Hunter Street, Newcastle West NSW 2302

**Amazon Cleaning & Security Pty Ltd ACN 125 704 841** care of PKF, 755 Hunter Street, Newcastle West NSW 2302

**Atlantic Cleaning & Security Pty Ltd ACN 125 618 564** care of PKF, 755 Hunter Street, Newcastle West NSW 2302

**Atlas Cleaning & Security Pty Ltd ACN 121 673 112** care of PKF, 755 Hunter Street, Newcastle West NSW 2302

**Wattletree Group Pty Ltd ACN 144 036 920** care of PKF, 755 Hunter Street, Newcastle West NSW 2302  
(collectively the Sellers)

**And**

**Warren Hughes** of 7-9 Pacific Street TERRIGAL NSW 2260  
(the Executive)

**And**

**Millennium Hi-Tech Holdings Pty Ltd ACN 145 989 224** of TOKH Centre, Suite C3 Level 1, 459-465 Toorak Road, Toorak VIC 3142  
(Buyer)

**Millennium Services Group Ltd ACN 607 926 787** of TOKH Centre, Suite C3 Level 1, 459-465 Toorak Road, Toorak VIC 3142  
(Millennium)

### **BACKGROUND:**

- A. The Parties entered into a Business Sale and Purchase Agreement on 8 September 2015 between the Sellers as sellers, the Buyer as buyer (the Contract). The Executive and Millennium were also parties to the Contract.
- B. The parties agreed to extend the sunset date set out in clause 6.7 of the Contract by exchange of emails on 23 October 2015.
- C. As at the date of this Deed, the sale of business has not been completed pursuant to the terms of the Contract.
- D. The Parties wish to vary the Contract on the terms contained in this Deed, on and from the date of this Deed.

**THIS DEED STATES:**

**1. Variation of Contract**

The parties agree to vary the Contract as follows:

- 1.1 Other than as appearing in clause 25 and in clause 7.8 as varied below, immediately after each occasion where the words "New Stockland Equipment" appear in the Contract, add the words "and the New QIC Equipment."
- 1.2 Clause 6.7 is amended by deleting the words "31 October 2015" and replacing with "18 November 2015"
- 1.3 Delete clause 7.8 and replace with:

"7.8 If at any stage during the period following Completion, but prior to the payment of the Post Completion Payment, either the New Stockland Services Agreement or the New QIC Services Agreement are terminated by the customer named in that agreement for reasons other than the wilful act, neglect or default of the Buyer, the parties acknowledge and agree that:

7.8.1 The Buyer may assign or novate to the Sellers any of the finance agreements relating to either the New Stockland Equipment (if the New Stockland Services Agreement is terminated) or the New QIC Equipment (if the New QIC Contract is terminated), in the form typically required by the provider of finance under the relevant finance agreements; and

7.8.2 From the date of assignment or novation of the above finance agreements:

- (i) Title in the affected equipment will reside with the Sellers (subject to the terms of the relevant finance agreements);
- (ii) The affected equipment will be provided to the Sellers on an 'as is' basis;
- (iii) The Sellers will be liable for all costs, fees and payments in relation to the affected equipment under the relevant finance agreements; and
- (iv) The Sellers will be liable for any stamp duty or related taxes which may be imposed in relation to the transfer of the affected equipment back to the Sellers"

- 1.4 Amend clause 25 by adding the following definitions in alphabetical order:

**"New QIC Services Agreement** means an agreement entered into between QIC Limited as trustee for the Canberra Centre (No.2) Investment Trust, QIC Westpoint Pty Ltd as trustee for the QIC March 2001 Trust, Canberra Centre Investments Pty Ltd as trustee for the Canberra Centre Investment Trust, QIC Robina Pty Ltd as trustee for the QIC Robina Trust, QIC Noosa Civic Pty Ltd as trustee for the Noosa Civic Trust and one of the Sellers on or about 1 November 2015 for the provision of cleaning and security services"

**"New QIC Equipment** means the plant and equipment listed in Schedule 11, obtained by the Sellers under a finance agreement under the terms noted in Schedule 11."

- 1.5 Insert new schedule 11 in the form of the schedule attached to this Deed.

**2. What isn't varied in the Contract?**

2.1 All the other terms contained and implied in the Contract remain in full force and effect.

**3. Definitions and interpretation**

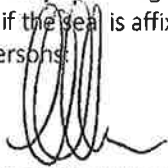
3.1 Unless the context otherwise requires the expressions contained in this deed have the same meanings as in the Contract. In particular, clauses 24 and 25 apply to the contents of this Deed as if they were repeated in their entirety in this Deed.

**4. Effective Date**

4.1 The Contract is varied and this deed becomes effective on the date of this deed.

**EXECUTED AS A DEED**

Executed by **Absolute Cleaning Security Maintenance Pty Ltd** acting by the following persons or, if the seal is affixed, witnessed by the following persons:



.....  
Signature of director

Warren Hughes

.....  
Name of director (print)

.....  
Signature of director/secretary

.....  
Name of director/secretary (print)

Executed by **AAA Cleaning Security Maintenance Pty Ltd** acting by the following persons or, if the seal is affixed, witnessed by the following persons:



.....  
Signature of director

Warren Hughes

.....  
Name of director (print)

.....  
Signature of director/secretary

.....  
Name of director/secretary (print)

Executed by **Amazon Cleaning & Security Pty Ltd**  
acting by the following persons or, if the seal is  
affixed, witnessed by the following persons:



.....  
Signature of director

.....  
*Warren Hughes*

.....  
Name of director (print)

.....  
Signature of director/secretary

.....  
Name of director/secretary (print)

Executed by **Atlantic Cleaning & Security Pty Ltd**  
acting by the following persons or, if the seal is  
affixed, witnessed by the following persons:



.....  
Signature of director

.....  
*Warren Hughes*

.....  
Name of director (print)

.....  
Signature of director/secretary

.....  
Name of director/secretary (print)

Executed by **Atlas Cleaning & Security Pty Ltd**  
acting by the following persons or, if the seal is  
affixed, witnessed by the following persons:



.....  
Signature of director

.....  
*Warren Hughes*

.....  
Name of director (print)

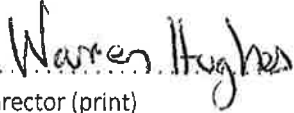
.....  
Signature of director/secretary

.....  
Name of director/secretary (print)

Executed by **Wattle Tree Group Pty Ltd** acting by the following persons or, if the seal is affixed, witnessed by the following persons:



Signature of director

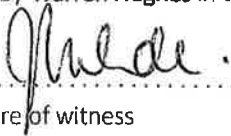


Name of director (print)

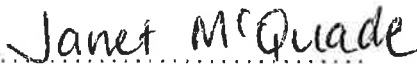
Signature of director/secretary

Name of director/secretary (print)

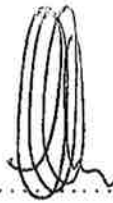
Signed by **Warren Hughes** in the presence of:



Signature of witness



Name of witness (print)



Signature of Warren Hughes

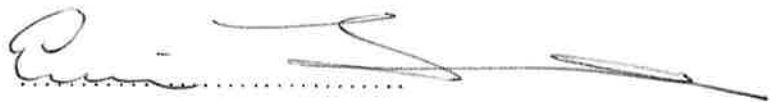
Executed by **Millennium HI-Tech Holdings Pty Ltd** acting by the following persons or, if the seal is affixed, witnessed by the following persons:



Signature of director



Name of director (print)



Signature of director/secretary



Name of director/secretary (print)

Executed by **Millennium Services Group Ltd**  
acting by the following persons or, if the seal is  
affixed, witnessed by the following persons:

.....  
Signature of director

.....  
Signature of director/secretary

.....  
Name of director (print)

.....  
Name of director/secretary (print)



**Signed as an agreement.**

**Signing Page**

**Executed** on behalf of Stockland Property Management Pty Limited (ACN 000 059 398) by its attorney

pursuant to power of attorney book no.  
in the presence of:


\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney

Date of Agreement: .....

**The Common Seal of Millennium Hi Tech Group Pty Ltd (ABN 94 103 423 374) was affixed in accordance its constitution:**

  
\_\_\_\_\_  
Secretary/Director

\_\_\_\_\_  
Name

  
\_\_\_\_\_  
Director

STEPHEN M. LORRY.  
\_\_\_\_\_  
Name