

Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme SubZero Group Limited

ACN/ARSN 009 161 522

1. Details of substantial holder (1)

Name SubZero Group Limited and its associates listed in annexure A (collectively SubZero Group)

ACN/ARSN (if applicable) 009 161 522

The holder became a substantial holder on 10/04/2013

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	Persons' votes (5)	Voting power (6)
Fully paid ordinary shares(FPO Shares)	70,029,696	70,029,696	42.36%

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
SubZero Group Limited (SZG)	<p>Relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> under 8 Voluntary Restriction Agreements dated 10 April 2013 between SZG and the respective holders of the securities which give SZG the power to control the exercise of a power to dispose of the securities.</p> <p>A copy of the Voluntary Restriction Agreement (VRA) between SZG and Subzero Services Pty Ltd is attached as annexure B.</p> <p>Except for the parties, the number of Consideration Shares specified in Recital B and the details in the schedule, each of the other VRAs is in the same terms. A copy of page 1, the schedule and the execution page of each of the other VRAs is included in annexure B.</p>	70,029,696 FPO Shares
SubZero Group (other than SZG)	N/A	N/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 C			

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	
SZG and SubZero Group	10 April 2013	N/A	Non cash pursuant to the VRAs referred to in paragraph 3.	70,029,696 FPO Shares

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15 July 2001

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
See annexure C	Entity controlled by SZG

7. Addresses

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

Name	Address
SubZero Group Limited	PO Box 5, Muswellbrook NSW 2333
SubZero Group	PO Box 5, Muswellbrook NSW 2333
SF Auto Australia Pty Ltd, Subzero Services Pty Ltd and Value Add Property Investments Pty Ltd	PO Box 5, Muswellbrook NSW 2333
Carlie Sherie Watson and Butler-Jones Project Management Pty Ltd,	10 Carramere Drive, Muswellbrook NSW 2333
Pebede Pty Ltd	9 Kingfisher Crescent, Scone NSW 2337
Turbot Investments Pty Limited	Level 3, 169 King Street, Newcastle NSW 2300
Diesel and Plant Services Pty Ltd	Lot 3, Carramere Drive, Muswellbrook NSW 2333

Signature

print name Andrew Cooke capacity Secretary

sign here



date 15 April 2013.

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 the ASIC Form 603 "Notice of initial substantial holder" dated 15 April 2013.

Signed by Andrew J Cooke



Entity	ACN
Subzero Holdings Pty Limited	153 511 212
Harness Master Wiring Systems (NSW) Pty Ltd	153 272 103
DMST Pty Limited	104 903 139
DPS Newco Pty Ltd	153 511 445
SF Auto Australia Pty Ltd	111 133 156
Subzero Line Boring Services Pty Ltd	097 757 036
Subzero Mining Services Pty Ltd	133 463 439
McTaggart Farrell Unit Trust	N/A
Subzero Mining Services Unit Trust	N/A
Bro Built Group Unit Trust	N/A

Annexure B

This is annexure B of 34 pages referred to in the ASIC Form 603 "Notice of initial substantial holder" dated 15 April 2013.

A handwritten signature in black ink that reads "Andrew Cooke". The signature is written in a cursive style with a long horizontal stroke at the end.

Signed by Andrew J Cooke

Voluntary Restriction Agreement

SVC Group Limited (to be renamed SubZero Group Limited)

and

Subzero Services Pty. Limited

and

Scott Michael Farrell

**HWL
EBSWORTH**
LAWYERS

Level 14, Australia Square
264-278 George Street
SYDNEY NSW 2000
DX 129 SYDNEY
ABN 37 246 549 189
Tel: (02) 9334 8555
Fax: 1300 369 656

www.hwlebsworth.com.au
Ref: JGM:235281

*I certify that these 34 pages
are true copies of the
originals.*

*Per to be
Solutor
Sydney*

15 April 2013

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Voluntary Restriction Agreement

Date	10 April 2013.
Parties	<p>SVC Group Limited (to be renamed SubZero Group Limited) ACN 009 161 522 of Level 8, 55 Hunter Street, Sydney, New South Wales</p> <p style="text-align: right;">(Entity)</p> <p>The party listed in item 1 of the Schedule</p> <p style="text-align: right;">(Holder)</p> <p>The party listed in item 2 of the Schedule</p> <p style="text-align: right;">(Controller)</p>
Recitals	<p>A. The Holder and the Entity (amongst others) have entered into the Share Purchase Agreement.</p> <p>B. The Entity has agreed to issue a total of 53,397,045 Consideration Shares to the Holder on the terms and otherwise in accordance with the Share Purchase Agreement.</p> <p>C. At the Entity's request, to ensure an orderly market for the securities in the Entity following the issue of the Consideration Shares, the Holder and the Controller have agreed to the restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

ASTC means ASX Settlement Pty Limited ACN 008 504 532;

ASX means ASX Limited ABN 98 008 624 691;

Business Day means a day on which banks are open for business in the State of New South Wales, Australia, excluding a Saturday, Sunday or public holiday;

CHESS means the Clearing House Electronic Subregister System as defined in the ASX Settlement Operating Rules;

Controller Interests means, in respect of a Controller, the securities, substantial economic or beneficial interest in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in **item 5** of the Schedule;

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

Dealing in respect of any Restricted Security, means to:

- (a) dispose of, or agree or offer to dispose of, that Restricted Security or any legal, beneficial or economic interest in that Restricted Security;
- (b) create, or agree or offer to create, any Security Interest other than a Permitted Security Interest in that Restricted Security or any legal, beneficial or economic interest in that Restricted Security other than a Permitted Security Interest; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of that Restricted Security or any legal, beneficial or economic interest in that Restricted Security,

Deal and **Dealt** each have a corresponding meaning;

Escrow Period means the periods set out in **item 3** of the Schedule;

Listing Rules means the official listing rules of ASX as amended from time to time;

Permitted Security Interest means any Security Interest created in or over all or any of the Restricted Securities as security for any financial accommodation made available or agreed to be made available to the Holder or any third party before 14 December 2012 the payment of which, or the performance of any associated obligations under which, is or are secured by a Security Interest in or over:

- (a) all or any of the units in any entity in the SubZero Group owned by the Holder prior to the Restructure Completion; or
- (b) all or any of the Sale Shares to be held by the Holder after the Restructure Completion;

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

Restricted Securities means the securities set out in **item 4** of the Schedule;

Security Interest means an interest or power:

- (a) reserved in or over an interest in any asset including, but not limited to, any retention of title; or
- (b) created or otherwise arising in or over any interest in any asset under the PPSA, a bill of sale, mortgage, lien, pledge, trust or power; and
- (c) any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.

Share Purchase Agreement means the agreement relating to the sale and purchase of 39,046,575 fully paid ordinary shares in the issued capital of Subzero Holdings Pty Limited ACN 153 511 212 between the Entity and the Holder (amongst others) dated 14 December 2012;

Shares means fully paid ordinary shares in the capital of the Entity; and

Voluntary Escrow Agreement means a voluntary escrow agreement entered into under clause 2.4(b) of the Share Purchase Agreement.

1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this the have a corresponding meaning;
- (e) a reference to a "person" includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this Agreement and a reference to this Agreement includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (including this Agreement) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Sydney time;
- (k) the word **person** means a natural person and any association, body or entity whether incorporated or not;
- (l) where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- (m) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (n) no rule of construction applies to the disadvantage of a party because this Agreement is prepared by (or on behalf of) that party; and
- (o) a reference to any thing is a reference to the whole and each part of it.

1.3 Business Day

If anything under this Agreement is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

1.4 Definitions in Share Purchase Agreement

Unless otherwise defined in this Agreement:

- (a) terms defined in the Share Purchase Agreement have that defined meaning in this Agreement; and
- (b) terms defined in the Listing Rules have that defined meaning in this Agreement.

2. Escrow Restrictions

2.1 Escrow Restrictions - Holder

Subject to clause 2.3, the Holder must not Deal in the Restricted Securities during the Escrow Period.

2.2 Escrow Restrictions - Controller

Subject to clause 2.3, the Controller must not Deal in the Controller Interests during the Escrow Period.

2.3 Exceptions

During the Escrow Period, the Holder or the Controller may Deal in any of its Restricted Securities or Controller Interests (as relevant) if the Dealing arises solely as a result of:

- (a) the acceptance of a bona fide takeover bid made under Chapter 6 of the Corporations Act in respect of all of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Agreement have accepted the bid;
- (b) the transfer or cancellation of the Shares as part of a scheme of arrangement under Part 5.1 of the Corporations Act,

or if the Dealing is required by applicable law (including an order of a court of competent jurisdiction).

2.4 Reinstatement of no Dealing undertaking

If a takeover bid referred to in clause 2.3(a) does not become unconditional or a scheme of arrangement referred to in clause 2.3(b) does not take effect, the obligations in clauses 2.1 and 2.2 will be reinstated for the duration of the Escrow Period.

2.5 Notice

If the Holder or the Controller becomes aware:

- (a) that a Dealing in any Restricted Securities or its Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Securities or its Controller Interests during the Escrow Period,

it must notify the Entity as soon as practicable after becoming aware of the Dealing or the matters giving rise to the Dealing, providing full details.

3. Rights Attaching to Restricted Securities

Nothing in this Agreement, including clause 2, affects or in any way restricts the following rights attaching to the Restricted Securities:

- (a) the right to vote;
- (b) the right to receive dividends or other forms of distribution, including in-specie distributions or capital returns; and
- (c) the right to participate in any form of rights, entitlement or other pro-rata offer to shareholders or any bonus or dividend reinvestment plan.

4. Holding Lock

4.1 Application

The Entity must apply a holding lock to the Restricted Securities during the Escrow Period (if the Restricted Securities are held on an issuer sponsored subregister) or give notice to ASTC requesting it to apply a holding lock (if they are held in a CHESS holding).

4.2 Consent

The Holder and the Controller consent to:

- (a) the Entity entering the Restricted Securities on the Entity's issuer sponsored subregister; and
- (b) the application of a holding lock to such Restricted Securities,

during the Escrow Period. The Entity must take all steps necessary to ensure the Restricted Securities become fully transferable at the end of the Escrow Period.

4.3 Removal of Holding Lock

At least 10 Business Days prior to the expiry of the relevant Escrow Period, the Entity must apply to remove any holding lock applied to the applicable Restricted Securities under clause 4.1 (if they are held on an issuer sponsored subregister) or give notice to ASTC requesting it to remove the holding lock (if they are in a CHESS holding). The removal of the holding lock is to take effect from the day after the last day of the relevant Escrow Period.

5. Warranties, Representations and Undertaking

5.1 Giving of Warranties

The Holder and the Controller each give the warranties and representations in favour of the Entity as at:

- (a) the date of this Agreement; and
- (b) at all times until expiry of the Escrow Period.

5.2 Warranties and Representations

The Holder and the Controller jointly and severally represent and warrant that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this Agreement (including, if the Holder or Controller has entered into this Agreement as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**);
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) this Agreement constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this Agreement does not and will not violate, breach or result in a contravention of:
 - (i) any applicable law, regulation or authorisation;
 - (ii) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
 - (iii) any agreement, undertaking, Security Interest, Permitted Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in the Restricted Securities such that it will take effect during the Escrow Period;
- (f) the Restricted Securities are free from all Security Interests and other third party interests or rights other than a Permitted Security Interest and will remain so during the Escrow Period;
- (g) there is no person who has, or will have, at or immediately following Completion, any substantial economic or beneficial interest in the Restricted Securities other than the Holder and the Controller;
- (h) the Holder will at Completion, hold the Restricted Securities set out in **item 4** of the Schedule and the Controller will at Completion, hold its Controller Interests set out in **item 5** of the Schedule;
- (i) if the Holder or the Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and
- (j) if the Holder or the Controller is a Trustee:
 - (i) the Holder or Controller has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this Agreement and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or Controller has not released or disposed of its equitable lien over that trust; and
 - (ii) the Trust has not been terminated and there is not effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

5.3 Undertaking

The Holder and the Controller each undertake to the Entity:

- (a) to comply in all respects with this Agreement; and
- (b) not to seek any waiver or variation of this Agreement without the prior written consent of the Entity.

5.4 Effect of Breach of Warranty

A breach of any of the warranties set out in clause 5.1 is a breach of this Agreement.

5.5 Survival of Warranties and Representations

The warranties and representations set out in clause 5.1 survive termination of this Agreement.

6. Consequences of breach

6.1 Consequences of Breach

If the Holder or a Controller breaches this Agreement (**Defaulting Party**), each of the following applies:

- (a) as soon as practicable after becoming aware of the breach, the Entity must take the steps as necessary to prevent the breach, or to enforce the Agreement, including seeking injunctive relief;
- (b) the Entity must refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities. This is in addition to other rights and remedies of the Entity; and
- (c) the Defaulting Party will cease to be entitled to any dividends, distributions or voting rights attaching to the Restricted Securities while the breach continues.

6.2 Injunctive Relief or Specific Performance

The parties agree that damages would be an insufficient remedy for breach of clauses 2.1 and 2.2 and each of the Holder and Controller agrees that the Entity is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its rights or remedies.

7. Disclosure to ASX

The Holder and the Controller authorise the Entity to disclose to the ASX such information relating to the terms of this Agreement as is required by ASX under the Listing Rules or otherwise, including disclosure in compliance with Listing Rule 3.10A.

8. Confidentiality

The parties agree to keep confidential all information, and to not make press or other announcements or releases, relating to this Agreement and the transactions contemplated by it (including the execution of documents) other than as required by law or the Listing Rules.

9. Notices

9.1 Form of Notice

All notices, requests, demands, consents, approvals, agreements or other communications (**notices**) to or by a party given for the purposes of Agreement must be:

- (a) in writing;
- (b) signed by the party giving notice or a person duly authorised by that party or, where transmitted by e-mail, sent by the party giving notice or a person duly authorised by that party;
- (c) directed to the recipient's address (as specified in clause 9.3 or as varied by any notice); and
- (d) hand delivered, sent by prepaid post or transmitted by email or facsimile to that address,

and will be taken to be duly given or made (in the case of delivery in person or by post or email or facsimile transmission) when delivered, received or left at the address of the recipient shown in this Agreement or to any other address which it may have notified the sender.

9.2 Receipt

A notice given in accordance with this clause is taken as having been given and received:

- (a) if hand delivered at or before 4.00 pm on a Business Day, on delivery, otherwise at 9.30 am on the next Business Day;
- (b) if sent by prepaid post, on the seventh Business Day after the date of posting;
- (c) if transmitted by e-mail, on the first Business Day after the date of transmission; or
- (d) if transmitted by facsimile at or before 4.00 pm on a Business Day, at the time recorded on the transmission report indicating successful transmission of the entire notice, otherwise at 9.30 am on the next Business Day.

9.3 Address for notices

Unless varied by notice in accordance with this clause 9.3, the parties' addresses and other details are:

- (a) if to the Entity:
 - Address: Level 8,55 Hunter Street
Sydney NSW 2000
 - Email: bcrowley@transoceangroup.com
 - Facsimile: +61 2 9252 8466
 - Attention: Brett Crowley

- (b) if to the Holder:
- Address: 10 Carramere Drive
Muswellbrook NSW 2333
- Email: sfarrell@subzeroservices.com.au
- Facsimile: +61 2 6541 1217
- Attention: Scott Farrell
- (c) if to the Controller:
- Address: 10 Carramere Drive
Muswellbrook NSW 2333
- Email: sfarrell@subzeroservices.com.au
- Facsimile: +61 2 6541 1217

10. General

10.1 Amendments

This Agreement may only be varied by a document signed by or on behalf of the parties.

10.2 Counterparts

- (a) The parties may execute this Agreement in two or more counterparts.
- (b) The parties deem that each counterpart is an original.
- (c) All counterparts together constitute one instrument.

10.3 Further Acts

Each party will promptly do and perform all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by any other party to give effect to this Agreement.

10.4 Time of the Essence

Time is of the essence of this Agreement.

10.5 Liability

An obligation of two or more persons binds them separately and together.

10.6 Governing Law and Jurisdiction

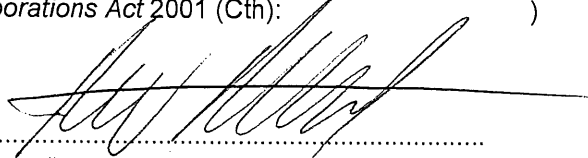
- (a) This Agreement is governed by the laws of New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Schedule

1. Holder's name and address: Subzero Services Pty. Limited ACN 086 937 984 of 10 Carramere Drive, Muswellbrook NSW 2333
2. Each Controller's (if any) name and address: Scott Michael Farrell of 10 Carramere Drive, Muswellbrook NSW 2333
3. Escrow Period:
 - (a) In respect of 19,558,818 Consideration Shares (being the total number of the Holder's Consideration Shares minus 4,500,000 Consideration Shares multiplied by 40%), 12 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder); and
 - (b) In respect of 19,558,818 Consideration Shares (being the total number of the Holder's Consideration Shares minus 4,500,000 Consideration Shares multiplied by 40%), 24 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder).
4. Particulars of Restricted Securities: 39,117,636 Shares
5. Particulars of Controller Interests (if any): One fully paid ordinary share in the Holder (being 100% of the total number of ordinary shares on issue as at the date of this Agreement).

Executed as an agreement

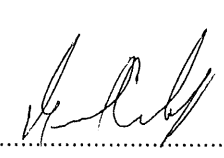
Executed by **SVC Group Limited ACN 009**)
161 522 in accordance with section 127 of the)
Corporations Act 2001 (Cth):)



Director

RICHARD PRITCHARD

(Print) Full Name



Director/Secretary

BRETT CROWLEY

(Print) Full Name

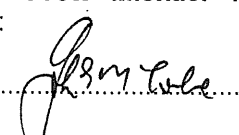
Executed by **Subzero Services Pty Limited**))
ACN 086 937 984 in accordance with))
section 127 of the *Corporations Act 2001 (Cth):*)



Sole Director and Sole Company Secretary

Scott Michael Farrell

Signed by **Scott Michael Farrell** in the presence of:



Signature of Witness

SOEEN GREGORY M'COMBE

(Print) Name of Witness

36 Fitzwilliam Road, Vaucluse

Address of Witness



Signature of **Scott Michael Farrell**

Voluntary Restriction Agreement

Date	10 April 2013.
Parties	<p>SVC Group Limited (to be renamed SubZero Group Limited) ACN 009 161 522 of Level 8, 55 Hunter Street, Sydney, New South Wales</p> <p>(Entity)</p> <p>The party listed in item 1 of the Schedule</p> <p>(Holder)</p> <p>The parties listed in item 2 of the Schedule (if any)</p> <p>(each a Controller, and together the Controllers)</p>
Recitals	<p>A. The Holder and the Entity (amongst others) have entered into the Share Purchase Agreement.</p> <p>B. The Entity has agreed to issue a total of 1,875 Consideration Shares to the Holder on the terms and otherwise in accordance with the Share Purchase Agreement.</p> <p>C. At the Entity's request, to ensure an orderly market for the securities in the Entity following the issue of the Consideration Shares, the Holder and the Controllers have agreed to the restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

ASTC means ASX Settlement Pty Limited ACN 008 504 532;

ASX means ASX Limited ABN 98 008 624 691;

Business Day means a day on which banks are open for business in the State of New South Wales, Australia, excluding a Saturday, Sunday or public holiday;

CHESS means the Clearing House Electronic Subregister System as defined in the ASX Settlement Operating Rules;

Schedule

1. Holder's name and address: SF Auto Australia Pty Ltd ACN 111 133 156 (as trustee for the SF Investment Trust ABN 81 993 312 715) of 10 Carramere Drive, Muswellbrook NSW 2333
2. Each Controller's (if any) name and address: Not applicable
3. Escrow Period:
 - (a) In respect of 750 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 12 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder); and
 - (b) In respect of 750 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 24 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder).
4. Particulars of Restricted Securities: 1500 Shares
5. Particulars of Controller Interests (if any): Not applicable

Executed as an agreement

Executed by SVC Group Limited ACN 009 161 522 in accordance with section 127 of the Corporations Act 2001 (Cth):

[Handwritten signature of Michael Mitcham]

Director

MICHAEL MITCHAM

(Print) Full Name

[Handwritten signature of Brett Chowley]

Director/Secretary

BRETT CHOWLEY

(Print) Full Name

Executed by SF Auto Australia Pty Ltd ACN 111 133 156 (as trustee for the SF Investment Trust ABN 81 993 312 715) in accordance with section 127 of the Corporations Act 2001 (Cth):

.....

Sole Director and Sole Company Secretary

Scott Michael Farrell

(Print) Full Name

Voluntary Restriction Agreement

Date	10 April 2013
Parties	<p>SVC Group Limited (to be renamed SubZero Group Limited) ACN 009 161 522 of Level 8, 55 Hunter Street, Sydney, New South Wales</p> <p>(Entity)</p> <p>The party listed in item 1 of the Schedule</p> <p>(Holder)</p> <p>The parties listed in item 2 of the Schedule (if any)</p> <p>(each a Controller, and together the Controllers)</p>
Recitals	<p>A. The Holder and the Entity (amongst others) have entered into the Share Purchase Agreement.</p> <p>B. The Entity has agreed to issue a total of 5,852,280 Consideration Shares to the Holder on the terms and otherwise in accordance with the Share Purchase Agreement.</p> <p>C. At the Entity's request, to ensure an orderly market for the securities in the Entity following the issue of the Consideration Shares, the Holder and the Controllers have agreed to the restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

ASTC means ASX Settlement Pty Limited ACN 008 504 532;

ASX means ASX Limited ABN 98 008 624 691;

Business Day means a day on which banks are open for business in the State of New South Wales, Australia, excluding a Saturday, Sunday or public holiday;

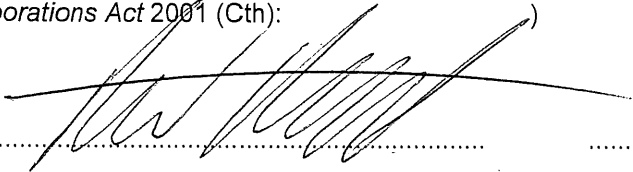
CHESS means the Clearing House Electronic Subregister System as defined in the ASX Settlement Operating Rules;

Schedule

1. Holder's name and address: Value Add Property Investments Pty Ltd ACN 110 853 300 (as trustee for the Farrell Investment Trust ABN 24 558 337 890) of 10 Carramere Drive, Muswellbrook NSW 2333
2. Each Controller's (if any) name and address: Not applicable
3. Escrow Period:
 - (a) In respect of 2,340,912 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 12 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder); and
 - (b) In respect of 2,340,912 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 24 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder).
4. Particulars of Restricted Securities: 4,681,824 Shares
5. Particulars of Controller Interests (if any): Not applicable

Executed as an agreement

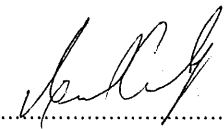
Executed by SVC Group Limited ACN 009)
161 522 in accordance with section 127 of the)
Corporations Act 2001 (Cth):)



Director

RICHARD PRITCHARD

(Print) Full Name



Director/Secretary

BRETT CROWLEY

(Print) Full Name

Executed by Value Add Property)
Investments Pty Ltd ACN 110 853 300 (as)
trustee for the Farrell Investment Trust ABN)
24 558 337 890) in accordance with)
section 127 of the Corporations Act 2001 (Cth):



Sole Director and Sole Company Secretary

Scott Michael Farrell

(Print) Full Name

Voluntary Restriction Agreement

Date	10 April 2013.
Parties	<p>SVC SubZero Group Limited (formerly called SVC Group Limited) ACN 009 161 522 of Level 8, 55 Hunter Street, Sydney, New South Wales</p> <p>(Entity)</p> <p>The party listed in item 1 of the Schedule</p> <p>(Holder)</p> <p>The parties listed in item 2 of the Schedule (if any)</p> <p>(each a Controller, and together the Controllers)</p>
Recitals	<p>A. The Holder and the Entity (amongst others) have entered into the Share Purchase Agreement.</p> <p>B. The Entity has agreed to issue a total of 6,000,000 Consideration Shares to the Holder on the terms and otherwise in accordance with the Share Purchase Agreement.</p> <p>C. At the Entity's request, to ensure an orderly market for the securities in the Entity following the issue of the Consideration Shares, the Holder and the Controllers have agreed to the restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

ASTC means ASX Settlement Pty Limited ACN 008 504 532;

ASX means ASX Limited ABN 98 008 624 691;

Business Day means a day on which banks are open for business in the State of New South Wales, Australia, excluding a Saturday, Sunday or public holiday;

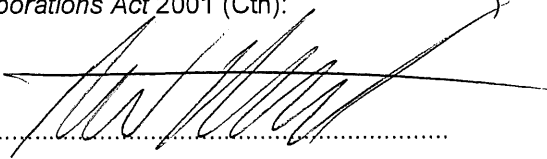
CHESS means the Clearing House Electronic Subregister System as defined in the ASX Settlement Operating Rules;

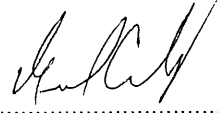
Schedule

1. Holder's name and address: Carlie Sherie Watson (as trustee for the Watson Family Trust ABN 64 810 762 922) of 10 Carramere Drive, Muswellbrook NSW 2333
2. Each Controller's (if any) name and address: Not applicable
3. Escrow Period:
 - (a) In respect of 2,400,000 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 12 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder); and
 - (b) In respect of 2,400,000 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 24 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder).
4. Particulars of Restricted Securities: 4,800,000 Shares
5. Particulars of Controller Interests (if any): Not applicable

Executed as an agreement

Executed by ^{SVC} ~~SubZero~~ Group Limited ACN)
009 161 522 in accordance with section 127 of)
the Corporations Act 2001 (Cth):)





Director

Director/Secretary

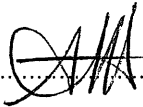
RICHARD PRITCHARD

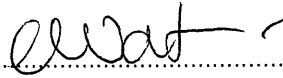
BRETT CROWLEY

(Print) Full Name

(Print) Full Name

Signed by Carlie Sherie Watson (as trustee)
for the Watson Family Trust ABN 64 810 762)
922) in the presence of:)





Signature of Witness

Signature of Carlie Sherie Watson

ALEXANDRA MEISSNER

(Print) Name of Witness

43 VIRGINIA ST DENMAN

Address

Voluntary Restriction Agreement

Date	10 April 2013.
Parties	<p><i>J</i> ^{SVC} SubZero Group Limited (formerly called SVC Group Limited) ACN 009 161 522 of Level 8, 55 Hunter Street, Sydney, New South Wales</p> <p>(Entity)</p> <p>The party listed in item 1 of the Schedule</p> <p>(Holder)</p> <p>The parties listed in item 2 of the Schedule (if any)</p> <p>(each a Controller, and together the Controllers)</p>
Recitals	<p>A. The Holder and the Entity (amongst others) have entered into the Share Purchase Agreement.</p> <p>B. The Entity has agreed to issue a total of 9,801,960 Consideration Shares to the Holder on the terms and otherwise in accordance with the Share Purchase Agreement.</p> <p>C. At the Entity's request, to ensure an orderly market for the securities in the Entity following the issue of the Consideration Shares, the Holder and the Controllers have agreed to the restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

ASTC means ASX Settlement Pty Limited ACN 008 504 532;

ASX means ASX Limited ABN 98 008 624 691;

Business Day means a day on which banks are open for business in the State of New South Wales, Australia, excluding a Saturday, Sunday or public holiday;

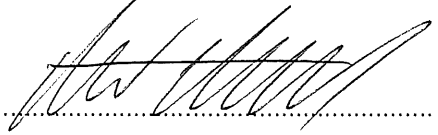
CHESS means the Clearing House Electronic Subregister System as defined in the ASX Settlement Operating Rules;

Schedule

1. Holder's name and address: Butler-Jones Project Management Pty Ltd ACN 103 180 409 (as trustee for the McTaggart Family Trust ABN 78 931 455 334) of 10 Carramere Drive, Muswellbrook NSW 2333.
2. Each Controller's (if any) name and address: Not applicable
3. Escrow Period:
 - (a) In respect of 3,920,784 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 12 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder); and
 - (b) In respect of 3,920,784 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 24 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder).
4. Particulars of Restricted Securities: 7,841,568 Shares
5. Particulars of Controller Interests (if any): Not applicable

Executed as an agreement

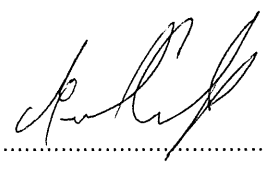
Executed by ^{SVC} ~~SubZero~~ Group Limited ACN)
009 161 522 in accordance with section 127 of)
the Corporations Act 2001 (Cth):)



Director

RICHARD PRITCHARD

(Print) Full Name



Director/Secretary

ABBOTT CROWLEY

(Print) Full Name

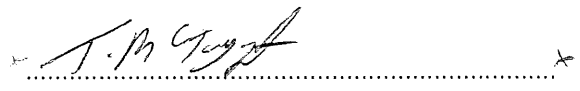
Executed by Butler-Jones Project)
Management Pty Ltd ACN 103 180 409 (as)
trustee for the McTaggart Family Trust ABN)
78 931 455 334) in accordance with)
section 127 of the Corporations Act 2001 (Cth):



Director

Jonathan Heath McTaggart

(Print) Full Name



Director/Secretary

TIFFANY-JANE MCTAGGART

(Print) Full Name

Voluntary Restriction Agreement

Date	10 April 2013.
Parties	<p><i>SVC</i> <i>Y</i> SubZero Group Limited (formerly called SVC Group Limited) ACN 009 161 522 of Level 8, 55 Hunter Street, Sydney, New South Wales</p> <p>(Entity)</p> <p>The party listed in item 1 of the Schedule</p> <p>(Holder)</p> <p>The parties listed in item 2 of the Schedule (if any)</p> <p>(each a Controller, and together the Controllers)</p>
Recitals	<p>A. The Holder and the Entity (amongst others) have entered into the Share Purchase Agreement.</p> <p>B. The Entity has agreed to issue a total of 5,852,280 Consideration Shares to the Holder on the terms and otherwise in accordance with the Share Purchase Agreement.</p> <p>C. At the Entity's request, to ensure an orderly market for the securities in the Entity following the issue of the Consideration Shares, the Holder and the Controllers have agreed to the restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

ASTC means ASX Settlement Pty Limited ACN 008 504 532;

ASX means ASX Limited ABN 98 008 624 691;

Business Day means a day on which banks are open for business in the State of New South Wales, Australia, excluding a Saturday, Sunday or public holiday;

CHESS means the Clearing House Electronic Subregister System as defined in the ASX Settlement Operating Rules;

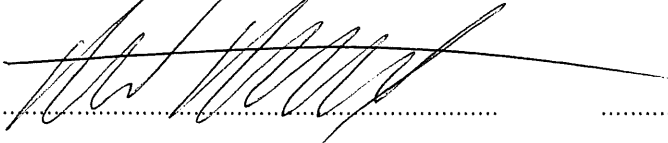
Schedule

1. Holder's name and address: Pebede Pty Ltd ACN 134 603 384 (as trustee for the Dacruz Family Trust ABN 47 532 580 085) of 9 Kingfisher Crescent, Scone NSW 2337
2. Each Controller's (if any) name and address: Not applicable
3. Escrow Period:
 - (a) In respect of 2,340,912 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 12 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder); and
 - (b) In respect of 2,340,912 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 24 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder).
4. Particulars of Restricted Securities: 4,681,824 Shares
5. Particulars of Controller Interests (if any): Not applicable

Executed as an agreement

✓

Executed by ^{SVC} ~~SubZero~~ Group Limited ACN)
009 161 522 in accordance with section 127 of)
the Corporations Act 2001 (Cth):)

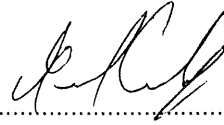


Director

.....
MICHAEL PRITCHARD

(Print) Full Name

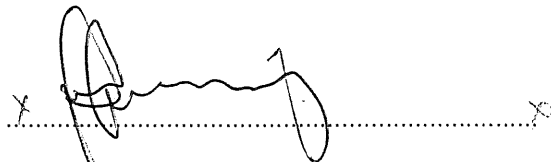
Executed by Pebede Pty Ltd ACN 134 603)
384 (as trustee for the Dacruz Family Trust)
ABN 47 532 580 085) in accordance with)
section 127 of the Corporations Act 2001 (Cth):)



Director/Secretary

.....
BRETT CROWLEY

(Print) Full Name



Sole Director and Sole Company Secretary

.....
Filipe Nunes Dacruz

(Print) Full Name

Voluntary Restriction Agreement

Date	10 April 2013
Parties	<p>SVC SubZero Group Limited (formerly called SVC Group Limited) ACN 009 161 522 of Level 8, 55 Hunter Street, Sydney, New South Wales</p> <p>(Entity)</p> <p>The party listed in item 1 of the Schedule</p> <p>(Holder)</p> <p>The parties listed in item 2 of the Schedule (if any)</p> <p>(each a Controller, and together the Controllers)</p>
Recitals	<p>A. The Holder and the Entity (amongst others) have entered into the Share Purchase Agreement.</p> <p>B. The Entity has agreed to issue a total of 5,852,280 Consideration Shares to the Holder on the terms and otherwise in accordance with the Share Purchase Agreement.</p> <p>C. At the Entity's request, to ensure an orderly market for the securities in the Entity following the issue of the Consideration Shares, the Holder and the Controllers have agreed to the restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

ASTC means ASX Settlement Pty Limited ACN 008 504 532;

ASX means ASX Limited ABN 98 008 624 691;

Business Day means a day on which banks are open for business in the State of New South Wales, Australia, excluding a Saturday, Sunday or public holiday;

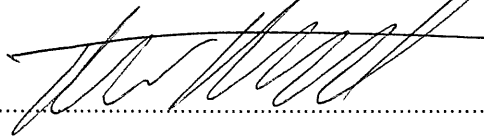
CHESS means the Clearing House Electronic Subregister System as defined in the ASX Settlement Operating Rules;

Schedule

1. Holder's name and address: Turbot Investments Pty Limited ACN 110 265 515 (as trustee for the Fat Sam Trading Trust ABN 99 354 063 619) of Level 3, 169 King Street, Newcastle NSW 2300
2. Each Controller's (if any) name and address: Not applicable
3. Escrow Period:
 - (a) In respect of 2,340,912 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 12 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder); and
 - (b) In respect of 2,340,912 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 24 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder).
4. Particulars of Restricted Securities: 4,681,824 Shares
5. Particulars of Controller Interests (if any): Not applicable

Executed as an agreement

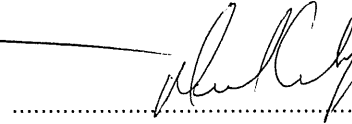
Executed by ^{SVC} ~~SubZero~~ Group Limited ACN)
009 161 522 in accordance with section 127 of)
the Corporations Act 2001 (Cth):)



Director

MEGAN PRITCHARD

(Print) Full Name

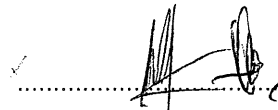


Director/Secretary

BRETT SNOWLEY

(Print) Full Name

Executed by Turbot Investments Pty Limited)
ACN 110 265 515 (as trustee for the Fat Sam)
Trading Trust ABN 99 354 063 619) in)
accordance with section 127 of the)
Corporations Act 2001 (Cth):



Sole Director and Sole Company Secretary

Mark Anthony Farrell

(Print) Full Name

Voluntary Restriction Agreement

Date	10 April 2013
Parties	<p><i>JK</i> ^{SVC} SubZero Group Limited (formerly called SVC Group Limited); ACN 009 161 522 of Level 8, 55 Hunter Street, Sydney, New South Wales</p> <p>(Entity)</p> <p>The party listed in item 1 of the Schedule</p> <p>(Holder)</p> <p>The parties listed in item 2 of the Schedule (if any)</p> <p>(each a Controller, and together the Controllers)</p>
Recitals	<p>A. The Holder and the Entity (amongst others) have entered into the Share Purchase Agreement.</p> <p>B. The Entity has agreed to issue a total of 5,279,400 Consideration Shares to the Holder on the terms and otherwise in accordance with the Share Purchase Agreement.</p> <p>C. At the Entity's request, to ensure an orderly market for the securities in the Entity following the issue of the Consideration Shares, the Holder and the Controllers have agreed to the restrictions in relation to the Restricted Securities contained in this Agreement and to the other provisions of this Agreement.</p>

The parties agree, in consideration of, among other things, the mutual promises contained in this Agreement as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

ASTC means ASX Settlement Pty Limited ACN 008 504 532;

ASX means ASX Limited ABN 98 008 624 691;

Business Day means a day on which banks are open for business in the State of New South Wales, Australia, excluding a Saturday, Sunday or public holiday;

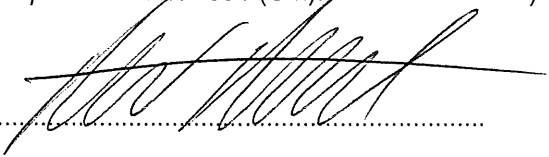
CHESS means the Clearing House Electronic Subregister System as defined in the ASX Settlement Operating Rules;

Schedule

1. Holder's name and address: Diesel and Plant Services Pty Ltd ACN 126 454 313
(as trustee for the DPS Trust ABN 87 825 596 410) of
Lot 3, Carramere Drive, Muswellbrook NSW 2333
2. Each Controller's (if any) name and address: Not applicable
3. Escrow Period:
 - (a) In respect of 2,111,760 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 12 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder); and
 - (b) In respect of 2,111,760 Consideration Shares (being 40% of the total number of the Holder's Consideration Shares), 24 months after the date of this Agreement (being the date on which the Consideration Shares are issued to the Holder).
4. Particulars of Restricted Securities: 4,223,520 Shares
5. Particulars of Controller Interests (if any): Not applicable

Executed as an agreement

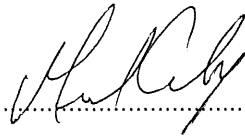
Executed by ^{SVC} ~~SubZero~~ Group Limited ACN)
009 161 522 in accordance with section 127 of)
the Corporations Act 2001 (Cth):)



Director

MICHAEL PRITCHARD

(Print) Full Name

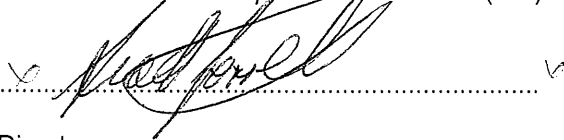


Director/Secretary

BRETT CROWLEY

(Print) Full Name

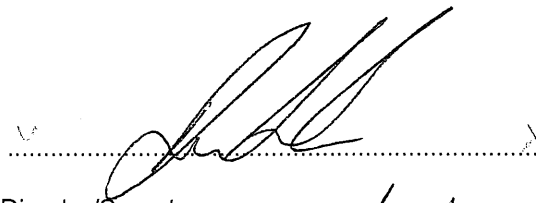
Executed by Diesel and Plant Services Pty)
Ltd ACN 126 454 313 as trustee for the DPS)
Trust ABN 87 825 596 410 in accordance with)
section 127 of the Corporations Act 2001 (Cth):)



Director

SCOTT FARRELL

(Print) Full Name



Director/Secretary

LOUISE ACKER

(Print) Full Name

Annexure C

This is annexure C of one 1 page referred to in ASIC Form 603 "Notice of initial substantial holder" dated 15 April 2013.

Signed by Andrew J Cooke



Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder	Class and number of securities
SubZero Group	SF Auto Australia Pty Ltd	SF Auto Australia Pty Ltd	1,500 FPO Shares
SubZero Group	Carlie Sherie Watson	Carlie Sherie Watson	4,800,000 FPO Shares
SubZero Group	Subzero Services Pty Limited	Subzero Services Pty Limited	39,117,636 FPO Shares
SubZero Group	Butler-Jones Project Management Pty Ltd	Butler-Jones Project Management Pty Ltd	7,841,568 FPO Shares
SubZero Group	Value Add Property Investments Pty Ltd	Value Add Property Investments Pty Ltd	4,681,824 FPO Shares
SubZero Group	Turbot Investments Pty Limited	Turbot Investments Pty Limited	4,681,824 FPO Shares
SubZero Group	Pebede Pty Ltd	Pebede Pty Ltd	4,681,824 FPO Shares
SubZero Group	Diesel and Plant Services Pty Ltd	Diesel and Plant Services Pty Ltd	4,223,520 FPO Shares