



9 August 2013

Company Announcements Office
Australian Stock Exchange Limited
Exchange Centre
20 Bridge Street
SYDNEY NSW 2000

Dear Sir

SUBSTANTIAL HOLDER NOTICE

Please see attached substantial holder notice relating to escrow arrangements disclosed in the Company's prospectus dated 11 July 2013.

These arrangements give the Company a technical "relevant interest" in these shares under the Corporations Act, however, the Company has no right to acquire these shares or to control the voting rights attaching to these shares.

Yours faithfully

A handwritten signature in blue ink that reads "Linda Ellis".

Linda Ellis
Group Company Secretary & General Counsel

Steadfast Group Limited

ABN: 98 073 659 677 ACN: 073 659 677
Level 3, 99 Bathurst Street, Sydney NSW 2000
t 02 9495 6500 f 02 9495 6565 www.steadfast.com.au

STRENGTH WHEN YOU NEED IT



Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Steadfast Group Limited ("Steadfast")

ACN/ARSN ACN 073 659 677

1. Details of substantial holder (1)

Name Steadfast Group Limited

ACN/ARSN (if applicable) ACN 073 659 677

The holder became a substantial holder on 07 / 08 / 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	Person's votes (5)	Voting power (6)
Ordinary shares	183,355,928	183,355,928	36.6%

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
Steadfast	Restriction on the disposal of certain Steadfast shares, being all of the Consideration Shares, Executive Shares and the proportional allocation component of the Re-weighting Shares (as those terms are defined in the Steadfast Prospectus dated 1 August 2013 ("Prospectus")), under voluntary escrow arrangements, as disclosed in the Prospectus, gives Steadfast a technical "relevant interest" in these shares under section 608(1)(c) of the Corporations Act 2001. However, Steadfast has no right to acquire these shares or to control the voting rights attaching to these shares. A copy of the pro forma escrow agreement is attached at Annexure A.	183,355,928 ordinary shares

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
Steadfast	Those persons who were issued Consideration Shares by Steadfast under the Prospectus, as consideration for the relevant Acquisitions made by Steadfast, as described in the Prospectus ("Consideration Shares Holders").	Consideration Shares Holders	134,209,559 ordinary shares
Steadfast	Those persons who were issued Re-weighting Shares by Steadfast under the Prospectus, as part of the Capital Restructure, as described in the Prospectus ("Re-weighting Shares Holders").	Re-weighting Shares Holders	38,246,369 ordinary shares
Steadfast	Those persons who were issued Executive Shares by Steadfast	Executive Shares Holders	10,900,000 ordinary shares

	under the Prospectus, in relation to Executive Loan Agreements, as described in the Prospectus ("Executive Shares Holders").		
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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:

No consideration was paid by Steadfast. Steadfast has no right to acquire the shares that are subject to the escrow arrangements, as noted in section 3 above.

6. Associates

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

Not applicable.

7. Addresses

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

Name	Address
Steadfast Group Limited	Level 3, 99 Bathurst Street, SYDNEY, NSW 2000
Consideration Shares Holders	c/o Level 3, 99 Bathurst Street, SYDNEY, NSW 2000
Re-weighting Shares Holders	c/o Level 3, 99 Bathurst Street, SYDNEY, NSW 2000
Executive Shares Holders	c/o Level 3, 99 Bathurst Street, SYDNEY, NSW 2000

Signature

print name Peter Roberts

Capacity Company Secretary

sign here

date 9 / 8 / 2013

Steadfast Group Limited (ACN 073 659 677)

Annexure A – pro forma escrow agreement (relevant agreement by which relevant interest is acquired)

This is Annexure A of 11 pages, referred to in Form 603 – Notice of initial substantial holder notice

RESTRICTION DEED

Between

STEADFAST GROUP LIMITED

and []

In respect of []



Peter Roberts
Company Secretary

9.8.2013

MERIDIAN
LAWYERS

Level 6, 20 Bond Street
SYDNEY NSW 2000
Tel: (02) 9018 9999
Fax: (02) 9018 9900
Ref: 2007986

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DEED DATED: 2013

PARTIES:

STEADFAST GROUP LIMITED ACN 073 659 677 (Company)

of: Level 3, 97-99 Bathurst Street, Sydney, New South Wales 2000,
Fax: +612 9495 6465
Email:
Attention: the Company Secretary

[]

of []
Email []

[CONTROLLER] ACN [] (Controller) Not applicable

of: []
Fax: []
Email []
Attention: []

OPERATIVE PROVISIONS

1 PARTICULARS

1.1 The following particulars apply to this deed:

Item 1: Escrow period

The Escrow Period will commence on the date of issue of the Restricted Securities and end on 30 September 2014.

Item 2: Particulars of Restricted Securities

Fully paid ordinary shares in the Company

Item 3: Particulars of Controller Interests

Not applicable

2 ESCROW RESTRICTIONS

On Holder

- 2.1 Subject to this deed, during the Escrow Period, the Holder must not do any of the following:
- 2.1.1 Dispose of, or agree or offer to Dispose of, the Restricted Securities.
 - 2.1.2 Do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities.

On Controller

Not applicable.

Holding Lock

- 2.2 Subject to the ASX Clear Operating Rules and the Listing Rules, the Holder consents to:
- 2.2.1 The Company entering the Restricted Securities on an issuer sponsored sub-register; and
 - 2.2.2 The application of a Holding Lock on the Restricted Securities during the Escrow Period.
- 2.3 At the end of the Escrow Period the Company must take all reasonable steps to procure the release of the Holding Lock applied under clause 2.2

Warranties

- 2.4 The Holder and each Controller represent and warrant to the Company at all times during the Escrow Period that:
- 2.4.1 The Controller is the only person who Controls the Holder.
 - 2.4.2 The Controller Interests are set out in Item 3 of the Particulars.
 - 2.4.3 The Holder and each Controller has power to enter into and perform the terms of this deed and, if a body corporate, is validly existing under the laws of its place of registration and has taken all necessary corporate action to authorise the entry into and performance of this deed.
- 2.5 A breach of any of the above warranties is a breach of this deed.

3 CONSEQUENCES OF BREACHING THIS DEED

- 3.1 If the Holder or a Controller breaches this deed:
- 3.1.1 The Company is entitled to:
 - (a) take all steps necessary to enforce the agreement in this deed, or to rectify the breach.
 - (b) refuse to acknowledge, deal with, accept or register any Disposal of any of the Restricted Securities. This is in addition to other rights and remedies of the Company.

(c) recover damages, from the breaching party, to the extent the Company suffers any loss as a result of that breach.

3.1.2 The Holder of the Restricted Securities ceases to be entitled to any dividends or distributions in relation to the Restricted Securities while the breach continues.

4 EXCEPTIONS TO ESCROW RESTRICTIONS

Takeovers

4.1 If a takeover offer is made in accordance with the Corporations Act 2001 for all securities in the same class as the Restricted Securities, the Holder may accept that offer for all or part of the Restricted Securities, provided that:

4.1.1 The offer has been accepted by the holders of at least 50% of the securities in that class which are not subject to a restriction.

4.1.2 If for any reason the takeover offer does not proceed, the Restricted Securities remain subject to this deed, including the Holding Lock.

Scheme of arrangement

4.2 The Restricted Securities may be Disposed of or cancelled as part of a merger or scheme of arrangement under Part 5.1 of the Corporations Act 2001 provided that the Restricted Securities remain subject to this deed, including the Holding Lock, if for any reason the merger or scheme of arrangement does not take effect.

Related party transfers

4.3 The Restricted Securities may be transferred to a nominee or an Associate or Related Body Corporate of the Holder or Controller (as the case is) provided that:

4.3.1 The Company has given written consent to that transfer, such consent not to be unreasonably withheld; and

4.3.2 Prior to the transfer, the transferee and its controllers enter into a deed with the Company on substantially the same terms as this deed.

5 NOTICES

Giving notices

5.1 Any notice or communication given to a party under this deed is only given if it is in writing and sent in one of the following ways:

5.1.1 Delivered or posted to that party at its address set out in Schedule 1.

5.1.2 Faxed to that party at its fax number set out in Schedule 1.

Change of address or fax number

5.2 If a party gives the other party three business days' notice of a change of its address or fax number, any notice or communication is only given by that other party if it is delivered, posted or faxed to the latest address or fax number.

Time notice is given

- 5.3 Any notice or communication is to be treated as given at the following time:
- 5.3.1 If it is delivered, when it is left at the relevant address.
 - 5.3.2 If it is sent by post, two (or, in the case of a notice or communication posted to another country, nine) business days after it is posted.
 - 5.3.3 If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.
- 5.4 However, if any notice or communication is given, on a day that is not a business day or after 5pm on a business day, in the place of the party to whom it is sent it is to be treated as having been given at the beginning of the next business day.

6 MISCELLANEOUS

Approvals and consents

- 6.1 Unless this deed expressly provides otherwise, a party may give or withhold an approval or consent in that party's absolute discretion and subject to any conditions determined by the party. A party is not obliged to give its reasons for giving or withholding a consent or approval or for giving a consent or approval subject to conditions at its address set out in the description of the parties.

Assignments and transfers

- 6.2 A party must not assign or transfer any of its rights or obligations under this deed without the prior written consent of each of the other parties at its address set out in the description of the parties.

Execution of separate documents

- 6.3 This deed is properly executed if each party executes either this deed or an identical document. In the latter case, this deed takes effect when the separately executed documents are exchanged between the parties.

Further acts

- 6.4 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this deed and all transactions incidental to it.

Governing law and jurisdiction

- 6.5 This deed is governed by the law of New South Wales. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

Variation

- 6.6 No variation of this deed will be of any force or effect unless it is in writing and signed by each party to this deed.

Waivers

- 6.7 A waiver of any right, power or remedy under this deed must be in writing signed by the party granting it. A waiver is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.
- 6.8 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this deed does not amount to a waiver.

7 DEFINITIONS AND INTERPRETATION

7.1 Interpretation

In the interpretation of this deed, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this deed.
- (b) A reference in this deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney, New South Wales.
- (c) If the day on which any act, matter or thing is to be done under this deed is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this deed to dollars or \$ means Australian dollars and all amounts payable under this deed are payable in Australian dollars.
- (e) A reference in this deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this deed to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this deed.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
- (k) A reference to the word 'include' or 'including' is to be construed without limitation.

- (l) A reference to this deed includes the agreement recorded in this deed.
- (m) Any schedules and attachments form part of this deed.

7.2 Definitions

In this deed the following definitions apply:

ASX Clear Operating Rules means the rules in force from time to time, determined by ASX Clear Pty Limited ACN 001 314 503 that apply to transfers of securities.

All Restricted Securities means the Restricted Securities together with all other securities of the Company which are subject to restrictions similar to those contained in this deed.

Associates means associates for the purposes of Chapter 6 of the Corporations Act 2001.

ASX means ASX Limited ACN 008 624 691.

ASX Settlement Operating Rules means the rules in force from time to time, determined by ASX Settlement Pty Limited ACN 008 504 532.

Control has the meaning given to that expression in section 50AA of the Corporations Act 2001.

Controller Interests means the securities, substantial economic interest or other interests in the Restricted Securities and each intermediate entity through which that interest occurs, full particulars of which are set out in Item 3 of clause 1, Particulars.

Dispose or Disposal means, to sell, transfer, assign, grant a licence, create a Security Interest over, declare oneself trustee of or part with the benefit of or otherwise dispose of a Restricted Security (or any interest in it or any part of a Restricted Security), or to enter into a transaction in relation to the Restricted Security (or any interest in the Restricted Security) which results in a person other than the Holder:

- (a) acquiring or having any equitable or beneficial interest in the Restricted Security, including an equitable interest arising under a declaration of trust, an agreement for sale and purchase, an option agreement or an agreement creating a charge or other Security Interest over the Restricted Security;
- (b) acquiring or having any right to receive directly or indirectly any dividends or other distribution or proceeds of disposal payable in respect of a Restricted Security or any right to receive an amount calculated by reference to any of them;
- (c) acquiring or having any rights of pre-emption, first refusal or other direct or indirect control or influence over the disposal of the Restricted Security;
- (d) acquiring or having any rights of direct or indirect control or influence over the exercise of any voting rights or rights to appoint directors attaching to the Restricted Security; or
- (e) otherwise acquiring or having legal or equitable rights against the registered holder of the Restricted Security (or against a person who directly or indirectly controls the affairs of the registered holder of the Restricted Security) which

have the effect of placing the other person in substantially the same position as if the person had acquired a legal or equitable interest in the Restricted Security itself.

Escrow Period means the period set out in Item 1 of clause 1, Particulars.

Holding Lock has the meaning given by section 2 of the ASX Settlement Operating Rules.

Listing Rules means the listing rules in force from time to time, determined by ASX.

Related Body Corporate means a related body corporate as defined in the Corporations Act 2001.

Restricted Securities means the securities set out in Item 2 of clause 1, Particulars and any securities (as defined in the Listing Rules) attaching to or arising out of those securities that are restricted securities under paragraph (a) of the definition of restricted securities in the Listing Rules.

Security Interest includes a mortgage, debenture, charge, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, option, right of pre-emption, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off.

EXECUTED AS A DEED.

Executed by **STEADFAST GROUP LIMITED**
ACN 073 659 677 in accordance with section
127(1) of the Corporations Act by:

.....
Signature of director

.....
Signature of director/secretary

.....
Name of director (print)

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

[If holder is a company]

Executed by []

.....
Signature of witness

.....
Signature of []

.....
Name of witness (print)

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