Form 603

Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name / Scheme	LogiCamms Limited
ACN/ARSN	127 897 689
1. Details of substantial holder (1)	
Name	LogiCamms Limited
ACN/ARSN (if applicable)	127 897 689
The holder became a substantial holder on	29 September 2009

2. Details of voting power

The total number of votes attached to all 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 vote (5)	Voting power(6)
Ordinary shares	4,304,688 ordinary shares	4,304,688	10.59%

3. Details of relevant interest

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	Name of relevant interest (7)	Class and number of securities
LogiCamms Limited	The relevant interest arises by virtue of voluntary escrow deeds to which LogiCamms Limited is a party (attached at Annexure A) as LogiCamms Limited controls the exercise of a power to dispose of its securities by way of prohibition (s.608(1)(c) of the *Corporations Act 2001* (Cth))	4,304,688 ordinary shares

4. Details of present registered holders

The person 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
LogiCamms Limited	Kristina Aspinall as trustee for The Aspinall Family Trust	Kristina Aspinall as trustee for The Aspinall Family Trust	218,679 ordinary shares
LogiCamms Limited	Ann Schinkel and Peter John Schinkel as trustees for the Ann Schinkel Family Trust	Ann Schinkel and Peter John Schinkel as trustees for the Ann Schinkel Family Trust	1,362,003 ordinary shares
LogiCamms Limited	Jason Andrew Hepburn as trustee for the Jason Hepburn Family Trust	Jason Andrew Hepburn as trustee for the Jason Hepburn Family Trust	1,362,003 ordinary shares
LogiCamms Limited	059 050 574 Pty Ltd ACN 059 050 574 as trustee for the Crombie Tait Family Trust	059 050 574 Pty Ltd ACN 059 050 574 as trustee for the Crombie Tait Family Trust	1,362,003 ordinary shares

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	
LogiCamms Limited	29 September 2009	Nil	Nil	4,304,688 ordinary shares

6. Associates

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

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

7. Address

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

Name	Address
LogiCamms Limited	Level 3, 35 Outram Street, West Perth, Western Australia, 6005

Print name Ian Hobson Capacity Company Secretary

Sign here date 1 / 10 / 2009

DIRECTIONS

(1) If there are a number of substantial holders with similar or related relevant interests leg. 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 – LOGICAMMS LIMITED ACN 127 897 689

This is Annexure "A" of 33 pages referred to in Form 603 – Notice of initial substantial holder

Ian Hobson

Date: 1/10/2009

Voluntary Escrow Deed

LogiCamms Limited
ABN 90 127 897 689
Company

The person described in Item 2 of the Schedule
Holder

The person described in Item 3 of the Schedule
Controller

McKENZIE MONCRIEFF
LAWYERS

Level 5, Citibank House
37 St Georges Terrace
Perth WA 6000
Tel: +618 9326 5000
Fax: +618 9326 5050
www.mckenziemoncrieff.com
Our ref: BJO:GD:00420

Escrow Deed made on the date in Item 1 of the Schedule

Parties

LogiCamms Limited ABN 90 127 897 689 of Level 3, 35 Outram Street, West Perth, Western Australia, 6005 **(Company)**

The person described in Item 2 of the Schedule (Holder)

The person described in Item 3 of the Schedule (Controller)

Recitals

A. The Company is admitted to the official list of ASX.

B. The Holder is the holder of Shares issued by the Company.

C. The Holder and the Controller have agreed not to Dispose of the Escrowed Securities in accordance with the terms and conditions of this Deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

In this Deed:

ASTC Settlement Rules means the operating rules of the settlement facility provided by ASX Settlement and Transfer Corporation Pty Ltd (ABN 49 008 504 532).

ASX means ASX Limited.

ASX Listing Rules means the official listing rules of ASX.

bid class has the meaning given to that term in the Corporations Act.

Business Day means a day upon which ASX is open for trading.

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

Deed means this voluntary escrow deed, including any schedule or annexure to it.

Dispose means:

(a) sell, transfer or assign;

(b) agree to sell, transfer or assign; 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 a Escrowed Security.

Escrow Period means the period stated in Item 5 of the Schedule.

Escrowed Securities means the securities held by the Holder described in Item 4 of the Schedule and includes all securities issued to the Holder in respect of those securities as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

Holding Lock has the meaning given to that term in Section 2 of the ASTC Settlement Rules.

Share Purchase Deed means the share purchase deed between the Company and:

(d) 059 050 574 Pty Ltd ACN 059 050 574 as trustee for the Crombie Tait Family Trust;

(e) Peter James Tait;

(f) Jason Andrew Hepburn in his own right and as trustee for the Jason Hepburn Family Trust;

(g) Ann Schinkel;

(h) Ann Schinkel and Peter John Schinkel as trustees for the Ann Schinkel Family Trust;

(i) Michael Aspinall; and

(j) Kristina Louise Aspinall as trustee for The Aspinall Family Trust,

effecting the Company's acquisition of HSE Holdings Pty Ltd ABN 20 091 117 501, dated 7 July 2009, as varied by the first deed of variation between the parties dated 6 August 2009 and the second deed of variation between the parties dated [•] 2009.

Shares means fully paid ordinary shares in the capital of the Company.

takeover bid has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;

(c) a reference to this Deed or to any other agreement, deed or document includes, respectively, this Deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;

(d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed;

(e) the word "**includes**" in any form is not a word of limitation;

(f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and

(g) all reference to times are to the time in Perth, Western Australia.

2. Restrictions on disposal of Escrowed Securities

2.1 Disposal of Escrowed Securities

(a) Each of the Holder and the Controller undertake and agree not to Dispose of any Escrowed Securities during the Escrow Period.

(b) Neither the Holder nor the Controller will be in breach of clause 2.1(a) if the Escrowed Securities held by the Holder are subject to a trust arrangement entered into prior to the date of this Deed, provided that during the Escrow Period neither the Holder nor the Controller deal with the Escrowed Securities such that legal title to the Escrowed Securities is transferred to another person.

(c) The Holder may Dispose of any and all Escrowed Securities after the end of the Escrow Period.

2.2 Application of Holding Lock

(a) The Company may instruct its registry to apply a Holding Lock in respect of the Escrowed Securities.

(b) The Holder and the Controller agree to the application of a Holding Lock in respect of the Escrowed Securities.

(c) The Company agrees to remove the Holding Lock to enable the Holder to Dispose of the Escrowed Securities in accordance with clauses 2.1(b) and 3 of this Deed.

2.3 Company registry actions

The Company may:

(a) may refuse to register any paper based transfer of the Escrowed Securities that occurs in breach of clause 2.1(a) or does not occur in accordance with clause 3 of this Deed;

(b) identify on its register of members the Escrowed Securities as securities restricted from Disposal under the terms of this Deed; and

(c) procure statements issued in respect of the Escrowed Securities from time to time to indicate that the Escrowed Securities are restricted from Disposal under the terms of this Deed.

3. Permitted disposals

3.1 Takeovers

The voluntary escrow arrangements contained in this Deed do not preclude the Holder from participating in a takeover bid if all of the following conditions are met:

(a) the offers under the takeover bid are for securities of the Company in the same bid class as the relevant Escrowed Securities;

(b) holders of at least half of the securities of the Company in the bid class that are not Escrowed Securities, either under this Deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the takeover bid; and

(c) if the takeover bid is an off-market bid, and if the offer is conditional, the Holder and the Controller agree with the bidder in writing that a holding lock will be re-applied to each Escrowed Security that is not bought by the bidder under the takeover bid.

3.2 Schemes of arrangement

The Escrowed Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under the Corporations Act if the Holder agrees in writing that a holding lock will be re-applied if the merger does not take effect.

4. Holder's and Controller's acknowledgements, undertakings and warranties

Each of the Holder and the Controller:

(a) represents and warrants that it has not before the date of this Deed done or omitted to do any act which would breach clause 2.1 if done or omitted to be done after the date of this Deed;

(b) undertakes that if it Disposes of any of the Escrowed Securities in breach of the provisions of this Deed, the Holder will, within three Business Days of the Disposal, purchase on market, subject to clause 4(c), the number of Shares that equal the number of the Shares the subject of the Disposal;

(c) shall not be required to acquire Shares under clause 4(b) to the extent that such acquisition would result in a breach of the Corporations Act;

(d) undertakes not to make any public announcement or disclosures in relation to this Deed or information of which it has become aware in connection with this Deed unless it first consults with and obtains the agreement in writing of the Company; and

(e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this Deed or information of which it has become aware on connection with this Deed from time to time as required by the ASX Listing Rules.

5. Miscellaneous

(a) This Deed is governed by and is to be construed according to the laws of Western Australia.

(b) Each of the parties irrevocably:

(i) submits to and accepts generally and unconditionally the non exclusive jurisdiction of the courts and appellate courts of Western Australia with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed; and

(ii) each of the parties irrevocably waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that the action or proceeding has been brought in an inconvenient forum.

(c) Any provision of this Deed which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions.

(d) This Deed may not be modified, amended or otherwise varied except by a document in writing signed by or on behalf of each of the parties.

(e) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its subsequent exercise.

(f) The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Deed.

(g) The rights and obligations of a party under this Deed cannot be assigned without the prior written consent of the other party which consent must not be unreasonably withheld.

(h) No waiver of one breach of any term or condition of this Deed will operate as a waiver of another breach of the same or any other term or condition of this Deed. Delay by either party in exercising its rights under this Deed does not amount to a waiver of those rights.

(i) Any agreement, waiver, consent or approval given by a party under this Deed will only be effective and only binds that party if it is given in writing and executed by that party or on its behalf by an officer for the time being of that party.

(j) Each party will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by the other party to carry out and effect the intent and purpose of this Deed.

(k) This Deed may be executed in any number of counterparts (whether in original or a copy transmitted by fax), all of which taken together constitute one and the same document.

(l) All notices under this Deed shall be given in writing and either personally served or sent by facsimile transmission.

Schedule

1. Date of Deed

29 September 2009

2. Holder's name and address

Ann Schinkel and Peter John Schinkel as trustees for the Ann Schinkel Family Trust
15 David Street
Alderley Queensland 4051

3. Controller's name and address

Ann Schinkel
15 David Street
Alderley Queensland 4051

4. Escrowed Securities

1,362,003 Shares

5. Escrow Period

The period of 6 months from the date of this Deed.

Executed as a Deed

Executed by **LogiCamms Limited ACN 127 897 689** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Director

ADAM A. KEATS

Name of Director in full

Signature of ~~Director~~ or Secretary

Ian Hobson

Name of ~~Director~~ or Secretary in full

Signed by **Ann Schinkel** as trustee for the Ann Schinkel Family Trust in the presence of:

Signature of Witness

PETER JAMES TAIT.

Name of Witness in full

A. Schinkel

Signature of Ann Schinkel

Signed by **Peter John Schinkel** as trustee for the Ann Schinkel Family Trust in the presence of:

H. L. Crombie

Signature of Witness

HONOR LEA CROMBIE

Name of Witness in full

Signature of Peter John Schinkel

Signed by **Ann Schinkel** in the presence of:

Signature of Witness

PETER JAMES TAIT.

Name of Witness in full

A. Schinkel

Signature of Ann Schinkel

Voluntary Escrow Deed

LogiCamms Limited
ABN 90 127 897 689
Company

The person described in Item 2 of the Schedule
Holder

The person described in Item 3 of the Schedule
Controller

McKENZIE MONCRIEFF
LAWYERS

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37 St Georges Terrace
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Our ref: BJO:GD:00420

Escrow Deed made on the date in Item 1 of the Schedule

Parties

LogiCamms Limited ABN 90 127 897 689 of Level 3, 35 Outram Street, West Perth, Western Australia, 6005 **(Company)**

The person described in Item 2 of the Schedule (Holder)

The person described in Item 3 of the Schedule (Controller)

Recitals

A. The Company is admitted to the official list of ASX.

B. The Holder is the holder of Shares issued by the Company.

C. The Holder and the Controller have agreed not to Dispose of the Escrowed Securities in accordance with the terms and conditions of this Deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

In this Deed:

ASTC Settlement Rules means the operating rules of the settlement facility provided by ASX Settlement and Transfer Corporation Pty Ltd (ABN 49 008 504 532).

ASX means ASX Limited.

ASX Listing Rules means the official listing rules of ASX.

bid class has the meaning given to that term in the Corporations Act.

Business Day means a day upon which ASX is open for trading.

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

Deed means this voluntary escrow deed, including any schedule or annexure to it.

Dispose means:

(a) sell, transfer or assign;

(b) agree to sell, transfer or assign; 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 a Escrowed Security.

Escrow Period means the period stated in Item 5 of the Schedule.

Escrowed Securities means the securities held by the Holder described in Item 4 of the Schedule and includes all securities issued to the Holder in respect of those securities as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

Holding Lock has the meaning given to that term in Section 2 of the ASTC Settlement Rules.

Share Purchase Deed means the share purchase deed between the Company and:

(d) 059 050 574 Pty Ltd ACN 059 050 574 as trustee for the Crombie Tait Family Trust;

(e) Peter James Tait;

(f) Jason Andrew Hepburn in his own right and as trustee for the Jason Hepburn Family Trust;

(g) Ann Schinkel;

(h) Ann Schinkel and Peter John Schinkel as trustees for the Ann Schinkel Family Trust;

(i) Michael Aspinall; and

(j) Kristina Louise Aspinall as trustee for The Aspinall Family Trust,

effecting the Company's acquisition of HSE Holdings Pty Ltd ABN 20 091 117 501, dated 7 July 2009, as varied by the first deed of variation between the parties dated 6 August 2009 and the second deed of variation between the parties dated 17 August 2009.

Shares means fully paid ordinary shares in the capital of the Company.

takeover bid has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;

(c) a reference to this Deed or to any other agreement, deed or document includes, respectively, this Deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;

(d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed;

(e) the word "**includes**" in any form is not a word of limitation;

(f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and

(g) all reference to times are to the time in Perth, Western Australia.

2. Restrictions on disposal of Escrowed Securities

2.1 Disposal of Escrowed Securities

(a) Each of the Holder and the Controller undertake and agree not to Dispose of any Escrowed Securities during the Escrow Period.

(b) Neither the Holder nor the Controller will be in breach of clause 2.1(a) if the Escrowed Securities held by the Holder are subject to a trust arrangement entered into prior to the date of this Deed, provided that during the Escrow Period neither the Holder nor the Controller deal with the Escrowed Securities such that legal title to the Escrowed Securities is transferred to another person.

(c) The Holder may Dispose of any and all Escrowed Securities after the end of the Escrow Period.

2.2 Application of Holding Lock

(a) The Company may instruct its registry to apply a Holding Lock in respect of the Escrowed Securities.

(b) The Holder and the Controller agree to the application of a Holding Lock in respect of the Escrowed Securities.

(c) The Company agrees to remove the Holding Lock to enable the Holder to Dispose of the Escrowed Securities in accordance with clauses 2.1(b) and 3 of this Deed.

2.3 Company registry actions

The Company may:

(a) may refuse to register any paper based transfer of the Escrowed Securities that occurs in breach of clause 2.1(a) or does not occur in accordance with clause 3 of this Deed;

(b) identify on its register of members the Escrowed Securities as securities restricted from Disposal under the terms of this Deed; and

(c) procure statements issued in respect of the Escrowed Securities from time to time to indicate that the Escrowed Securities are restricted from Disposal under the terms of this Deed.

3. Permitted disposals

3.1 Takeovers

The voluntary escrow arrangements contained in this Deed do not preclude the Holder from participating in a takeover bid if all of the following conditions are met:

(a) the offers under the takeover bid are for securities of the Company in the same bid class as the relevant Escrowed Securities;

(b) holders of at least half of the securities of the Company in the bid class that are not Escrowed Securities, either under this Deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the takeover bid; and

(c) if the takeover bid is an off-market bid, and if the offer is conditional, the Holder and the Controller agree with the bidder in writing that a holding lock will be re-applied to each Escrowed Security that is not bought by the bidder under the takeover bid.

3.2 Schemes of arrangement

The Escrowed Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under the Corporations Act if the Holder agrees in writing that a holding lock will be re-applied if the merger does not take effect.

4. Holder's and Controller's acknowledgements, undertakings and warranties

Each of the Holder and the Controller:

(a) represents and warrants that it has not before the date of this Deed done or omitted to do any act which would breach clause 2.1 if done or omitted to be done after the date of this Deed;

(b) undertakes that if it Disposes of any of the Escrowed Securities in breach of the provisions of this Deed, the Holder will, within three Business Days of the Disposal, purchase on market, subject to clause 4(c), the number of Shares that equal the number of the Shares the subject of the Disposal;

(c) shall not be required to acquire Shares under clause 4(b) to the extent that such acquisition would result in a breach of the Corporations Act;

(d) undertakes not to make any public announcement or disclosures in relation to this Deed or information of which it has become aware in connection with this Deed unless it first consults with and obtains the agreement in writing of the Company; and

(e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this Deed or information of which it has become aware on connection with this Deed from time to time as required by the ASX Listing Rules.

5. Miscellaneous

(a) This Deed is governed by and is to be construed according to the laws of Western Australia.

(b) Each of the parties irrevocably:

(i) submits to and accepts generally and unconditionally the non exclusive jurisdiction of the courts and appellate courts of Western Australia with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed; and

(ii) each of the parties irrevocably waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that the action or proceeding has been brought in an inconvenient forum.

(c) Any provision of this Deed which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions.

(d) This Deed may not be modified, amended or otherwise varied except by a document in writing signed by or on behalf of each of the parties.

(e) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its subsequent exercise.

(f) The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Deed.

(g) The rights and obligations of a party under this Deed cannot be assigned without the prior written consent of the other party which consent must not be unreasonably withheld.

(h) No waiver of one breach of any term or condition of this Deed will operate as a waiver of another breach of the same or any other term or condition of this Deed. Delay by either party in exercising its rights under this Deed does not amount to a waiver of those rights.

(i) Any agreement, waiver, consent or approval given by a party under this Deed will only be effective and only binds that party if it is given in writing and executed by that party or on its behalf by an officer for the time being of that party.

(j) Each party will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by the other party to carry out and effect the intent and purpose of this Deed.

(k) This Deed may be executed in any number of counterparts (whether in original or a copy transmitted by fax), all of which taken together constitute one and the same document.

(l) All notices under this Deed shall be given in writing and either personally served or sent by facsimile transmission.

Schedule

1. **Date of Deed**

   29 September 2009

2. **Holder's name and address**

   Kristina Aspinall as trustee for The Aspinall Family Trust
   24 Stewart Street
   Hawthorne Queensland 4171

3. **Controller's name and address**

   Kristina Aspinall
   24 Stewart Street
   Hawthorne Queensland 4171

4. **Escrowed Securities**

   218,679 Shares

5. **Escrow Period**

   The period of 6 months from the date of this Deed.

Executed as a Deed

Executed by **LogiCamms Limited ACN 127 897 689** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Director

ADAM R KEATS

Name of Director in full

Signature of ~~Director~~ or Secretary

Ian Hobson

Name of ~~Director~~ or Secretary in full

Signed by **Kristina Louise Aspinall** as trustee for The Aspinall Family Trust in the presence of:

Signature of Witness

MICHAEL ASPINALL

Name of Witness in full

Signature of Kristina Louise Aspinall

Signed by **Kristina Louise Aspinall** in the presence of:

Signature of Witness

MICHAEL ASPINALL

Name of Witness in full

Signature of Kristina Louise Aspinall

Voluntary Escrow Deed

LogiCamms Limited
ABN 90 127 897 689
Company

The person described in Item 2 of the Schedule
Holder

The person described in Item 3 of the Schedule
Controller

McKENZIE MONCRIEFF
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www.mckenziemoncrieff.com
Our ref: BJO:GD:00420

Escrow Deed made on the date in Item 1 of the Schedule

Parties

LogiCamms Limited ABN 90 127 897 689 of Level 3, 35 Outram Street, West Perth, Western Australia, 6005 **(Company)**

The person described in Item 2 of the Schedule (Holder)

The person described in Item 3 of the Schedule (Controller)

Recitals

A. The Company is admitted to the official list of ASX.

B. The Holder is the holder of Shares issued by the Company.

C. The Holder and the Controller have agreed not to Dispose of the Escrowed Securities in accordance with the terms and conditions of this Deed.

This deed provides

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1.1 Definitions

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bid class has the meaning given to that term in the Corporations Act.

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Deed means this voluntary escrow deed, including any schedule or annexure to it.

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(a) sell, transfer or assign;

(b) agree to sell, transfer or assign; 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 a Escrowed Security.

Escrow Period means the period stated in Item 5 of the Schedule.

Escrowed Securities means the securities held by the Holder described in Item 4 of the Schedule and includes all securities issued to the Holder in respect of those securities as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

Holding Lock has the meaning given to that term in Section 2 of the ASTC Settlement Rules.

Share Purchase Deed means the share purchase deed between the Company and:

(d) 059 050 574 Pty Ltd ACN 059 050 574 as trustee for the Crombie Tait Family Trust;

(e) Peter James Tait;

(f) Jason Andrew Hepburn in his own right and as trustee for the Jason Hepburn Family Trust;

(g) Ann Schinkel;

(h) Ann Schinkel and Peter John Schinkel as trustees for the Ann Schinkel Family Trust;

(i) Michael Aspinall; and

(j) Kristina Louise Aspinall as trustee for The Aspinall Family Trust,

effecting the Company's acquisition of HSE Holdings Pty Ltd ABN 20 091 117 501, dated 7 July 2009, as varied by the first deed of variation between the parties dated 6 August 2009 and the second deed of variation between the parties dated 17 August 2009.

Shares means fully paid ordinary shares in the capital of the Company.

takeover bid has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;

(c) a reference to this Deed or to any other agreement, deed or document includes, respectively, this Deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;

(d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed;

(e) the word "**includes**" in any form is not a word of limitation;

(f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and

(g) all reference to times are to the time in Perth, Western Australia.

2. Restrictions on disposal of Escrowed Securities

2.1 Disposal of Escrowed Securities

(a) Each of the Holder and the Controller undertake and agree not to Dispose of any Escrowed Securities during the Escrow Period.

(b) Neither the Holder nor the Controller will be in breach of clause 2.1(a) if the Escrowed Securities held by the Holder are subject to a trust arrangement entered into prior to the date of this Deed, provided that during the Escrow Period neither the Holder nor the Controller deal with the Escrowed Securities such that legal title to the Escrowed Securities is transferred to another person.

(c) The Holder may Dispose of any and all Escrowed Securities after the end of the Escrow Period.

2.2 Application of Holding Lock

(a) The Company may instruct its registry to apply a Holding Lock in respect of the Escrowed Securities.

(b) The Holder and the Controller agree to the application of a Holding Lock in respect of the Escrowed Securities.

(c) The Company agrees to remove the Holding Lock to enable the Holder to Dispose of the Escrowed Securities in accordance with clauses 2.1(b) and 3 of this Deed.

2.3 Company registry actions

The Company may:

(a) may refuse to register any paper based transfer of the Escrowed Securities that occurs in breach of clause 2.1(a) or does not occur in accordance with clause 3 of this Deed;

(b) identify on its register of members the Escrowed Securities as securities restricted from Disposal under the terms of this Deed; and

(c) procure statements issued in respect of the Escrowed Securities from time to time to indicate that the Escrowed Securities are restricted from Disposal under the terms of this Deed.

3. Permitted disposals

3.1 Takeovers

The voluntary escrow arrangements contained in this Deed do not preclude the Holder from participating in a takeover bid if all of the following conditions are met:

(a) the offers under the takeover bid are for securities of the Company in the same bid class as the relevant Escrowed Securities;

(b) holders of at least half of the securities of the Company in the bid class that are not Escrowed Securities, either under this Deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the takeover bid; and

(c) if the takeover bid is an off-market bid, and if the offer is conditional, the Holder and the Controller agree with the bidder in writing that a holding lock will be re-applied to each Escrowed Security that is not bought by the bidder under the takeover bid.

3.2 Schemes of arrangement

The Escrowed Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under the Corporations Act if the Holder agrees in writing that a holding lock will be re-applied if the merger does not take effect.

4. Holder's and Controller's acknowledgements, undertakings and warranties

Each of the Holder and the Controller:

(a) represents and warrants that it has not before the date of this Deed done or omitted to do any act which would breach clause 2.1 if done or omitted to be done after the date of this Deed;

(b) undertakes that if it Disposes of any of the Escrowed Securities in breach of the provisions of this Deed, the Holder will, within three Business Days of the Disposal, purchase on market, subject to clause 4(c), the number of Shares that equal the number of the Shares the subject of the Disposal;

(c) shall not be required to acquire Shares under clause 4(b) to the extent that such acquisition would result in a breach of the Corporations Act;

(d) undertakes not to make any public announcement or disclosures in relation to this Deed or information of which it has become aware in connection with this Deed unless it first consults with and obtains the agreement in writing of the Company; and

(e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this Deed or information of which it has become aware on connection with this Deed from time to time as required by the ASX Listing Rules.

5. Miscellaneous

(a) This Deed is governed by and is to be construed according to the laws of Western Australia.

(b) Each of the parties irrevocably:

(i) submits to and accepts generally and unconditionally the non exclusive jurisdiction of the courts and appellate courts of Western Australia with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed; and

(ii) each of the parties irrevocably waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that the action or proceeding has been brought in an inconvenient forum.

(c) Any provision of this Deed which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions.

(d) This Deed may not be modified, amended or otherwise varied except by a document in writing signed by or on behalf of each of the parties.

(e) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its subsequent exercise.

(f) The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Deed.

(g) The rights and obligations of a party under this Deed cannot be assigned without the prior written consent of the other party which consent must not be unreasonably withheld.

(h) No waiver of one breach of any term or condition of this Deed will operate as a waiver of another breach of the same or any other term or condition of this Deed. Delay by either party in exercising its rights under this Deed does not amount to a waiver of those rights.

(i) Any agreement, waiver, consent or approval given by a party under this Deed will only be effective and only binds that party if it is given in writing and executed by that party or on its behalf by an officer for the time being of that party.

(j) Each party will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by the other party to carry out and effect the intent and purpose of this Deed.

(k) This Deed may be executed in any number of counterparts (whether in original or a copy transmitted by fax), all of which taken together constitute one and the same document.

(l) All notices under this Deed shall be given in writing and either personally served or sent by facsimile transmission.

Schedule

1. Date of Deed

29 September 2009

2. Holder's name and address

059 050 574 Pty Ltd ACN 059 050 574 as trustee for the Crombie Tait Family Trust
107 Bradley Street
Spring Hill Queensland 4000

3. Controller's name and address

Peter James Tait
107 Bradley Street
Spring Hill Queensland 4000

4. Escrowed Securities

1,362,003 Shares

5. Escrow Period

The period of 6 months from the date of this Deed.

Executed as a Deed

Executed by **LogiCamms Limited ACN 127 897 689** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Director

ADAM R KEATS

Name of Director in full

Signature of ~~Director~~ or Secretary

Ian Hobson

Name of Director or Secretary in full

Executed by **059 050 574 Pty Ltd ACN 059 050 574** as trustee for the Crombie Tait Family Trust in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Director

PETER JAMES TAIT.

Name of Director in full

H. L Crombie

Signature of Director or Secretary

HONOR LEA CROMBIE

Name of Director or Secretary in full

Signed by **Peter James Tait** in the presence of:

Signature of Witness

Brendan William Cock

Name of Witness in full

Signature of Peter James Tait

Voluntary Escrow Deed

LogiCamms Limited
ABN 90 127 897 689
Company

The person described in Item 2 of the Schedule
Holder

The person described in Item 3 of the Schedule
Controller

McKENZIE MONCRIEFF
LAWYERS

Level 5, Citibank House
37 St Georges Terrace
Perth WA 6000
Tel: +618 9326 5000
Fax: +618 9326 5050
www.mckenziemoncrieff.com
Our ref: BJO:GD:00420

Escrow Deed made on the date in Item 1 of the Schedule

Parties

LogiCamms Limited ABN 90 127 897 689 of Level 3, 35 Outram Street, West Perth, Western Australia, 6005 **(Company)**

The person described in Item 2 of the Schedule (Holder)

The person described in Item 3 of the Schedule (Controller)

Recitals

A. The Company is admitted to the official list of ASX.

B. The Holder is the holder of Shares issued by the Company.

C. The Holder and the Controller have agreed not to Dispose of the Escrowed Securities in accordance with the terms and conditions of this Deed.

This deed provides

1. Definitions and interpretation

1.1 Definitions

In this Deed:

ASTC Settlement Rules means the operating rules of the settlement facility provided by ASX Settlement and Transfer Corporation Pty Ltd (ABN 49 008 504 532).

ASX means ASX Limited.

ASX Listing Rules means the official listing rules of ASX.

bid class has the meaning given to that term in the Corporations Act.

Business Day means a day upon which ASX is open for trading.

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

Deed means this voluntary escrow deed, including any schedule or annexure to it.

Dispose means:

(a) sell, transfer or assign;

(b) agree to sell, transfer or assign; 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 a Escrowed Security.

Escrow Period means the period stated in Item 5 of the Schedule.

Escrowed Securities means the securities held by the Holder described in Item 4 of the Schedule and includes all securities issued to the Holder in respect of those securities as a result of subdivisions or consolidations or other reorganisations in the capital of the Company, including any bonus issue.

Holding Lock has the meaning given to that term in Section 2 of the ASTC Settlement Rules.

Share Purchase Deed means the share purchase deed between the Company and:

(d) 059 050 574 Pty Ltd ACN 059 050 574 as trustee for the Crombie Tait Family Trust;

(e) Peter James Tait;

(f) Jason Andrew Hepburn in his own right and as trustee for the Jason Hepburn Family Trust;

(g) Ann Schinkel;

(h) Ann Schinkel and Peter John Schinkel as trustees for the Ann Schinkel Family Trust;

(i) Michael Aspinall; and

(j) Kristina Louise Aspinall as trustee for The Aspinall Family Trust,

effecting the Company's acquisition of HSE Holdings Pty Ltd ABN 20 091 117 501, dated 7 July 2009, as varied by the first deed of variation between the parties dated 6 August 2009 and the second deed of variation between the parties dated 17 August 2009.

Shares means fully paid ordinary shares in the capital of the Company.

takeover bid has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) a reference to any party includes that party's successors, substitutes and assigns, including any person taking by way of novation;

(c) a reference to this Deed or to any other agreement, deed or document includes, respectively, this Deed or that other agreement, deed or document as amended, novated, supplemented, varied or replaced from time to time;

(d) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed;

(e) the word "**includes**" in any form is not a word of limitation;

(f) a word or phrase in the singular number includes the plural, a word or phrase in the plural number includes the singular, and a word indicating a gender includes every other gender; and

(g) all reference to times are to the time in Perth, Western Australia.

2. Restrictions on disposal of Escrowed Securities

2.1 Disposal of Escrowed Securities

(a) Each of the Holder and the Controller undertake and agree not to Dispose of any Escrowed Securities during the Escrow Period.

(b) Neither the Holder nor the Controller will be in breach of clause 2.1(a) if the Escrowed Securities held by the Holder are subject to a trust arrangement entered into prior to the date of this Deed, provided that during the Escrow Period neither the Holder nor the Controller deal with the Escrowed Securities such that legal title to the Escrowed Securities is transferred to another person.

(c) The Holder may Dispose of any and all Escrowed Securities after the end of the Escrow Period.

2.2 Application of Holding Lock

(a) The Company may instruct its registry to apply a Holding Lock in respect of the Escrowed Securities.

(b) The Holder and the Controller agree to the application of a Holding Lock in respect of the Escrowed Securities.

(c) The Company agrees to remove the Holding Lock to enable the Holder to Dispose of the Escrowed Securities in accordance with clauses 2.1(b) and 3 of this Deed.

2.3 Company registry actions

The Company may:

(a) may refuse to register any paper based transfer of the Escrowed Securities that occurs in breach of clause 2.1(a) or does not occur in accordance with clause 3 of this Deed;

(b) identify on its register of members the Escrowed Securities as securities restricted from Disposal under the terms of this Deed; and

(c) procure statements issued in respect of the Escrowed Securities from time to time to indicate that the Escrowed Securities are restricted from Disposal under the terms of this Deed.

3. Permitted disposals

3.1 Takeovers

The voluntary escrow arrangements contained in this Deed do not preclude the Holder from participating in a takeover bid if all of the following conditions are met:

(a) the offers under the takeover bid are for securities of the Company in the same bid class as the relevant Escrowed Securities;

(b) holders of at least half of the securities of the Company in the bid class that are not Escrowed Securities, either under this Deed or any other agreement between the Company and one of its shareholders which imposes similar restrictions, to which the offers relate have accepted the takeover bid; and

(c) if the takeover bid is an off-market bid, and if the offer is conditional, the Holder and the Controller agree with the bidder in writing that a holding lock will be re-applied to each Escrowed Security that is not bought by the bidder under the takeover bid.

3.2 Schemes of arrangement

The Escrowed Securities may be transferred or cancelled in accordance with a merger by way of scheme of arrangement under the Corporations Act if the Holder agrees in writing that a holding lock will be re-applied if the merger does not take effect.

4. Holder's and Controller's acknowledgements, undertakings and warranties

Each of the Holder and the Controller:

(a) represents and warrants that it has not before the date of this Deed done or omitted to do any act which would breach clause 2.1 if done or omitted to be done after the date of this Deed;

(b) undertakes that if it Disposes of any of the Escrowed Securities in breach of the provisions of this Deed, the Holder will, within three Business Days of the Disposal, purchase on market, subject to clause 4(c), the number of Shares that equal the number of the Shares the subject of the Disposal;

(c) shall not be required to acquire Shares under clause 4(b) to the extent that such acquisition would result in a breach of the Corporations Act;

(d) undertakes not to make any public announcement or disclosures in relation to this Deed or information of which it has become aware in connection with this Deed unless it first consults with and obtains the agreement in writing of the Company; and

(e) acknowledges that the Company may be required to make public announcements or disclosures in relation to this Deed or information of which it has become aware on connection with this Deed from time to time as required by the ASX Listing Rules.

5. Miscellaneous

(a) This Deed is governed by and is to be construed according to the laws of Western Australia.

(b) Each of the parties irrevocably:

(i) submits to and accepts generally and unconditionally the non exclusive jurisdiction of the courts and appellate courts of Western Australia with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed; and

(ii) each of the parties irrevocably waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that the action or proceeding has been brought in an inconvenient forum.

(c) Any provision of this Deed which is illegal, void or unenforceable is only ineffective to the extent of that illegality, voidness or unenforceability, without invalidating the remaining provisions.

(d) This Deed may not be modified, amended or otherwise varied except by a document in writing signed by or on behalf of each of the parties.

(e) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its subsequent exercise.

(f) The rights, powers and remedies provided in this Deed are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Deed.

(g) The rights and obligations of a party under this Deed cannot be assigned without the prior written consent of the other party which consent must not be unreasonably withheld.

(h) No waiver of one breach of any term or condition of this Deed will operate as a waiver of another breach of the same or any other term or condition of this Deed. Delay by either party in exercising its rights under this Deed does not amount to a waiver of those rights.

(i) Any agreement, waiver, consent or approval given by a party under this Deed will only be effective and only binds that party if it is given in writing and executed by that party or on its behalf by an officer for the time being of that party.

(j) Each party will promptly do and perform all further acts and execute and deliver all further documents required by law or reasonably requested by the other party to carry out and effect the intent and purpose of this Deed.

(k) This Deed may be executed in any number of counterparts (whether in original or a copy transmitted by fax), all of which taken together constitute one and the same document.

(l) All notices under this Deed shall be given in writing and either personally served or sent by facsimile transmission.

Schedule

1. Date of Deed

29 September 2009

2. Holder's name and address

Jason Andrew Hepburn as trustee for the Jason Hepburn Family Trust
110 Whitmore Street
Taringa Queensland 4068

3. Controller's name and address

Jason Andrew Hepburn
110 Whitmore Street
Taringa Queensland 4068

4. Escrowed Securities

1,362,003 Shares

5. Escrow Period

The period of 6 months from the date of this Deed.

Executed as a Deed

Executed by **LogiCamms Limited ACN 127 897 689** in accordance with section 127 of the Corporations Act by or in the presence of:

Signature of Director

[illegible]

Name of Director in full

Signature of Director or Secretary

Ian Hobson

Name of Director or Secretary in full

Signed by **Jason Andrew Hepburn** as trustee for the Jason Hepburn Family Trust in the presence of:

Signature of Witness

Krishna Aspinall

Name of Witness in full

Signature of Jason Andrew Hepburn

Signed by **Jason Andrew Hepburn** in the presence of:

Signature of Witness

Krishna Aspinall

Name of Witness in full

Signature of Jason Andrew Hepburn