

18 December 2017

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123 Pitt Street Sydney NSW 2000  
Australia

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DX 101 Sydney

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Company Announcements Office  
Australian Securities Exchange  
20 Bridge Street  
Sydney NSW 2000

Dear Sir/Madam

### **Substantial shareholder notices in National Tyre & Wheel Limited**

We act for National Tyre & Wheel Limited ACN 095 843 020 (**NTAW**).

We enclose substantial shareholder notices on behalf of (i) NTAW and (ii) ST Corso Pty Ltd (**ST Corso**). This letter is provided to assist the market to interpret the two attached substantial shareholder notices.

The enclosed notices are provided on behalf of:

- **NTAW** (and other persons named in that notice) – on the basis that NTAW controls the disposal of shares under voluntary escrow arrangements referred to in section 10.9 of the prospectus dated 24 November 2017 lodged by NTAW and NTAW SaleCo Limited. NTAW has no right to acquire these shares or to control the voting rights attaching to these shares; and
- **ST Corso** (and other persons named in that notice) – on the basis that section 608(3) of the Corporations Act 2001 (Cth) (**Act**) deems ST Corso to have a relevant interest in the securities that NTAW has a relevant interest in (including ST Corso's holdings).

So far as NTAW is aware, as at the date that NTAW was admitted to the official list of ASX (15 December 2017), ST Corso Pty Ltd was the registered holder of 27,032,371 shares in NTAW which (excluding the voluntary escrow shares it is deemed to have a relevant interest in under section 608(3) of the Act) represents a substantial holding in NTAW of 26.7%.

Yours sincerely

**DibbsBarker**



John Reen  
Partner  
Email: john.reen@dibbsbarker.com  
Direct Line: 61 2 8233 9572

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**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme National Tyre & Wheel Limited

ACN/ARSN 095 843 020

**1. Details of substantial holder (1)**

Name National Tyre & Wheel Limited (NTAW)  
and its subsidiaries which as at the date of this notice are as set out in Annexure A (together NTAW Group)

ACN/ARSN (if applicable) 095 843 020

The holder became a substantial holder on 15/12/2017

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	39,953,331	39,953,331	39.5%

**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
NTAW Group	NTAW has entered into voluntary restriction deeds with some of its shareholders in connection with its admission to the official list of ASX. Under the restriction deeds, the relevant shareholders are restricted from disposing of the relevant shares for a voluntary restriction period, giving NTAW Group a technical relevant interest in the shares under section 608(1)(c) of the Corporations Act. NTAW Group has no power to acquire or to exercise or control the exercise of a right to vote attached to the shares and its relevant interest in the shares is qualified accordingly. Details of the relevant shareholders, number of shares and voluntary restriction periods and a copy of the template form of voluntary restriction deed are set out in Annexure B to this Form.	39,953,331 fully paid ordinary shares in NTAW

**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
NTAW Group	See Annexure B	See Annexure B	39,953,331 fully paid ordinary shares in NTAW

**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	
NTAW Group	14/12/2017, being the date on which the voluntary restriction periods commenced under the voluntary restriction deeds. NTAW Group has no right to acquire the shares that are subject to these deeds.	Nil	Nil	39,953,331 fully paid ordinary shares in NTAW

**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

**7. Addresses**

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

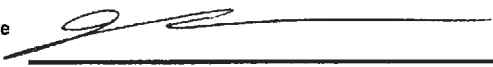
Name	Address
NTAW Group	30 Gow Street, Moorooka, Queensland 4105
Registered holders listed in Annexure B	c/o - 30 Gow Street, Moorooka, Queensland 4105

**Signature**

print name Jason Lamb

capacity Secretary

sign here



date 18/12/2017

**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, moneys 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.

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ANNEXURE 'A'

National Tyre & Wheel Limited  
ACN 095 843 020

This is annexure A of 1 page referred to in form 603 Notice of Initial Substantial Holder

  
\_\_\_\_\_  
Jason Lamb  
Secretary

18/12/17  
Date

Subsidiaries of National Tyre & Wheel Limited

MPC Mags & Tyres Pty Ltd ACN 117 639 040

Top Draw Tyres (Proprietary) Limited

Exclusive Tyre Distributors Pty Ltd ACN 159 029 357

Exclusive Tyre Distributors (NZ) Limited

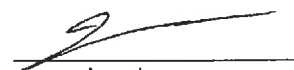
Dynamic Wheel Co. Limited ACN 007 147 364

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**ANNEXURE 'B'**

**National Tyre & Wheel Limited  
ACN 095 843 020**

**This is annexure B of 12 pages referred to in form 603 Notice of Initial Substantial Holder**

  
Jason Lamb  
Secretary

18/12/17  
Date

Registered holder of securities	Number of securities	Voluntary restriction period
ST Corso Pty Ltd ACN 062 547 666 as trustee of the Smith Trading Trust	27,032,371	CY18 Restriction Period <sup>1</sup>
Roshan Charles Chelvaratnam	3,929,250	For 50% of the Restricted Securities, CY18 Restriction Period For the other 50% of the Restricted Securities, FY19 Restriction Period <sup>2</sup>
Christopher Hummer	1,048,929	For 50% of the Restricted Securities, CY18 Restriction Period For the other 50% of the Restricted Securities, FY19 Restriction Period
Christine Hummer	1,048,929	For 50% of the Restricted Securities, CY18 Restriction Period For the other 50% of the Restricted Securities, FY19 Restriction Period
S.N. Tyre Wholesalers Pty Ltd ACN 067 405 743 as trustee for the Neighbour and Stuart Unit Trust trading as Cotton Tyre Service ABN 70 424 887 691	2,487,440	For 50% of the Restricted Securities, CY18 Restriction Period For the other 50% of the Restricted Securities, the FY19 Restriction Period
Steven John Vickers	278,262	CY18 Restriction Period
Bradley Joseph Smith	387,484	CY18 Restriction Period
Jason Lamb	285,602	CY18 Restriction Period
Hallee Smith	114,217	CY18 Restriction Period
Robert Keilar	85,663	CY18 Restriction Period
John George Smyth	76,174	CY18 Restriction Period
John Peter Ludemann	2,589,928	CY18 Restriction Period
Simon Billington	91,409	CY18 Restriction Period

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Registered holder of securities	Number of securities	Voluntary restriction period
Andrew Collings	101,566	CY18 Restriction Period
Graeme Vorster	101,566	CY18 Restriction Period
Andrew James	91,409	CY18 Restriction Period
Zambo Pty Ltd ACN 132 060 309 as trustee of the William Cook Superannuation Fund	203,132	CY18 Restriction Period
<b>Total</b>	<b>39,953,331</b>	

#### Notes

1. CY 18 Restriction Period means the period commencing on completion of the issue and sale of shares under the prospectus dated 24 November 2017 and ending on the earlier of the date 5 business days after the date that National Tyre & Wheel Limited releases to the ASX its interim results for the 6 months ending 31 December 2018 and 22 April 2018.
2. FY 19 Restriction Period means the period commencing on completion of the issue and sale of shares under the prospectus dated 24 November 2017 and ending on the earlier of the date 5 business days after the date that National Tyre & Wheel Limited releases to the ASX its final results for the 12 months ending 30 June 2019 and 7 November 2018.

# Voluntary Restriction Deed

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**National Tyre & Wheel Limited**  
ACN 095 843 020

**The Holder set out in Item 1 of Schedule 1**

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**THIS DEED** is made on

**BETWEEN National Tyre & Wheel Limited**  
ACN 095 843 020  
of 30 Gow Street, Moorooka, Queensland 4105  
(Company)

**AND The Holder set out in Item 1 of Schedule 1**  
(Holder)

## RECITALS

- A. The Company has issued the Restricted Securities to the Holder.
- B. The Holder has agreed that it will not deal with the Restricted Securities except as set out in this Deed.

## OPERATIVE PROVISIONS

### 1. DEFINITIONS & INTERPRETATION

#### 1.1 Definitions

In this Deed:

**ASX** means ASX Limited and its subsidiaries.

**ASX Listing Rules** means the official listing rules of ASX.

**ASX Settlement Operating Rules** means the official ASX Settlement Operating Rules of ASX.

**Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.

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

**Escrow Period** means the period set out in Item 2 of Schedule 1.

**Holding Lock** has the meaning in Section 2 of the ASX Settlement Operating Rules.

**Restricted Securities** means the securities set out in Item 3 of Schedule 1 and any securities attaching to or arising out of those securities.

**Scheme** means a scheme of arrangement under Part 5.1 of the Corporations Act.

**Security Interest** means an interest or power:

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

**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;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party to this Deed includes the party's successors and permitted assigns;
- (e) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority and vice versa;
- (f) a reference to this Deed or another document includes any variation, novation, replacement or supplement to any of them from time to time;
- (g) a reference to a part, clause, annexure or schedule is a reference to a part of, clause of, an annexure or schedule to this Deed and a reference to this Deed includes any annexure and schedule;
- (h) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;
- (i) specifying anything in this Deed after the words including, includes or for example or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed;
- (k) a reference to dollars or \$ is to Australian currency; and
- (l) all references to time are to Sydney time.

## 2. ESCROW RESTRICTIONS

### 2.1 Restrictions

During the Escrow Period, the Holder must not do any of the following without the prior written consent of the Company:

- (a) sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of, the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities;
- (b) create, or agree to create, any Security Interest in the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities; or
- (c) do, or omit to do, any act or omission if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities or any legal, beneficial or economic interest in the Restricted Securities.

### 2.2 Voting

During the Escrow Period, the Holder may exercise in its discretion all voting rights attached to the Restricted Securities.

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## 2.3 Holding lock

- (a) Without limiting clause 2.1, the Holder:
  - (i) acknowledges that during the Escrow Period the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
  - (ii) consents, for the purpose of ASX Listing Rule 8.10.1(i) and for all other purposes, to the application of a Holding Lock on the Restricted Securities and to the Company refusing to register a paper-based transfer of the Restricted Securities during the Escrow Period.
- (b) For the purpose of ASX Listing Rule 8.10.3 and for all other purposes, the Holder is taken, by its execution of this Deed, to have received notice from the Company of the Holding Lock and the reason for it.
- (c) The Company agrees, on the request of the Holder, to promptly remove the Holding Lock on, or register a paper-based transfer of, the Restricted Securities if the restrictions in clause 2.1 do not apply in accordance with either clause 3.1 or clause 4.1 or on expiry of the Escrow Period.
- (d) If the restrictions in clause 2.1 continue to apply to the Restricted Securities in the circumstances referred to in either clause 3.2 or clause 4.2, then clause 2.3(a) continues to apply to the Holder.

## 3. TAKEOVER BID

### 3.1 Successful bid

Subject to clause 3.2, if:

- (a) a Takeover Bid (whether a full bid or a proportional bid) is made to acquire ordinary shares in the capital of the Company; and
- (b) holders of at least half of the securities in the bid class that are not subject to escrow have accepted the Takeover Bid,

the Company must release all or any part of the Restricted Securities from the restrictions in clause 2.1 by notice in writing to the Holder.

### 3.2 Unsuccessful bid

If the Takeover Bid does not become unconditional, the restrictions in clause 2.1 continue to apply to the Restricted Securities.

## 4. SCHEME OF ARRANGEMENT

### 4.1 Successful scheme

Subject to clause 4.2, if the Restricted Securities are proposed to be transferred or cancelled as part of a merger by way of a Scheme, the Company must release all or any part of the Restricted Securities from the restrictions in clause 2.1 by notice in writing to the Holder.

### 4.2 Unsuccessful scheme

If following the approval of the Scheme by the requisite majority at a meeting of members of the Company, the Scheme does not take effect, the restrictions in clause 2.1 continue to apply to the Restricted Securities.

## 5. WARRANTIES

The Holder warrants to the Company that:

- (a) if the Holder is a body corporate, the Holder is duly incorporated and in good standing;
- (b) the Restricted Securities are as set out in Item 3 of Schedule 1; and
- (c) before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2.1 if done or omitted to be done during the Escrow Period.

## 6. CONSEQUENCES OF BREACHING THIS DEED

### 6.1 Potential breach

If it appears to the Company that the Holder may breach this Deed, the Company may take any steps it considers necessary to prevent the breach, or to enforce the Deed.

### 6.2 Breach

In addition to any other rights and remedies of the Company, if the Holder breaches this Deed, each of the following applies:

- (a) the Company may take any steps it considers necessary to enforce the Deed, or to rectify the breach;
- (b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and
- (c) the Holder of the Restricted Securities ceases to be entitled to any dividends, distributions or voting rights in respect of the Restricted Securities while the breach continues.

## 7. COSTS AND STAMP DUTY

### 7.1 Costs

Each party is responsible for its own costs in relation to the preparation and execution of this Deed.

### 7.2 Stamp duty

The Holder is liable for all stamp duty payable in relation to this Deed, the sale, purchase, assignment or transfer of property under this Deed and any document or transaction contemplated by this Deed. The Holder must indemnify and keep indemnified the Company against liability for stamp duty.

## 8. NOTICES

- (a) Any notice to be given to one party by the other under this Deed:
  - (i) must be in legible writing and in English addressed as follows:
    - (A) if to the Holder, the address set out in Item 4 of Schedule 1; and

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(B) if to the Company:

Address: 30 Gow Street  
Moorooka, Queensland 4105

Attention: Peter Ludemann

Email: Peter.L@exclusivetyres.com.au

- (ii) must be delivered to the recipient in person or courier hand delivery or by prepaid ordinary post; and
  - (iii) must be signed by a duly authorised representative.
- (b) A notice is regarded as being given by the sender and received by the recipient:
- (i) if by delivery in person, when delivered to the recipient; or
  - (ii) if by post, 3 Business Days from and including the date of postage;
- (c) A notice may be relied upon by the recipient and the recipient is not liable to the other party for any consequences of that reliance if the recipient reasonably believes the notice to be genuine, correct and authorised by the sender.

## 9. GENERAL

### 9.1 Assignment, etc

A party may not assign, novate or otherwise transfer any of its rights or obligations under this Deed without the prior written consent of each other party, which consent may be granted or withheld by the other parties in their absolute discretion.

### 9.2 Governing law

This Deed is governed by the laws of Queensland and each of the parties submits to the non-exclusive jurisdiction of the courts of that State.

### 9.3 Costs

Except as otherwise provided in this Deed, each party must pay its own costs and expenses in connection with the negotiation, preparation, execution, and performance of this Deed and other preceding and ancillary documents.

### 9.4 Duty

The Transferees must pay all duty payable in connection with this Deed and any instrument executed under or any transaction evidenced by this Deed.

### 9.5 Severance

Any provision of this Deed which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of the provision in any other jurisdiction.

### 9.6 Waiver

- (a) Waiver of a breach or of any right of election arising from a breach of this Deed must be in writing and signed by the party granting the waiver.

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- (b) A breach or any right of election arising from a breach of this Deed is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

#### **9.7 Variation**

Any variation of this Deed must be in writing and signed by the parties.

#### **9.8 Approvals and consents**

Except where this Deed expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Deed.

#### **9.9 Further action**

Each party must take all steps, execute all documents and do everything reasonably required by any other party to give effect to the transactions contemplated by this Deed.

#### **9.10 Counterparts**

This Deed may be executed in a number of counterparts which together will constitute the one instrument. A party may execute this Deed by signing any counterpart.

#### **9.11 No merger**

The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

#### **9.12 Power of attorney**

Each person who executes this Deed on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

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**Schedule 1****Item 1 Holder**

[insert]

**Item 2 Escrow Period**

*[For ST Corso and Optionholders:]*

The period commencing on the date of this Deed and ending on the earlier of:

- (a) 5 Business Days after the date the Company releases to the Australian Securities Exchange its interim results for the 6 months ended 31 December 2018; and
- (b) 22 April 2019.

*[For Vendors:]*

(a) In relation to 50% of the Restricted Securities, the period commencing on the date of this Deed and ending on the earlier of:

- (i) 5 Business Days after the date the Company releases to the Australian Securities Exchange its interim results for the 6 months ended 31 December 2018; and
- (ii) 22 April 2019.

(b) In relation to the other 50% of the Restricted Securities, the period commencing on the date of this Deed and ending on the earlier of:

- (i) 5 Business Days after the date the Company releases to the Australian Securities Exchange its final results for the 12 months ended 30 June 2019; and
- (ii) 7 November 2019.

**Item 3 Restricted Securities**

[TBA] fully paid ordinary shares in the capital of the Company issued to the Holder.

**Item 4 Holder's address for service**

[TBA]

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**SIGNED as a DEED**

**SIGNED by**  
**NATIONAL TYRE & WHEEL LIMITED**  
**ACN 095 843 020**  
in accordance with section 127 of the  
*Corporations Act 2001 (Cth)*

.....  
Signature of director/secretary

.....  
Signature of director

.....  
Name of director/secretary

.....  
Name of director

**[insert execution clause]**

\* Delete the capacity that is not applicable

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**Form 603**  
Corporations Act 2001  
Section 671B

**Notice of initial substantial holder**

To Company Name/Scheme National Tyre & Wheel Limited

ACN/ARSN 095 843 020

**1. Details of substantial holder (1)**

Name ST Corso Pty Ltd atf the Smith Trading Trust (ST Corso), Terence Patrick Smith and Susanne Smith (together Smith Group)

ACN/ARSN (if applicable) 075 838 069

The holder became a substantial holder on 15/12/2017

**2. Details of voting power**

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	39,953,331	39,953,331	39.5%

**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
Smith Group	Relevant interest under s.608(1) of the Corporations Act. ST Corso Pty Ltd atf the Smith Trading Trust is the registered holder of the securities and Terence Patrick Smith and Susanne Smith have power to exercise, or control the exercise of, a right to vote attached to the securities and have power to dispose of, or control the exercise of, a power to dispose of the securities.	27,032,371 fully paid ordinary shares in NTAW (which include the 27,032,371 ordinary shares referred to in the row above as ST Corso has entered into a voluntary restriction deed with NTAW in respect of the shares referred to in the row above)
Smith Group	Deemed relevant interest under section 608(3) of the Corporations Act (as ST Corso has voting power of more than 20% of NTAW) in shares in which NTAW has a relevant interest under section 608(1)(c) of the Corporations Act. Details of the nature of the relevant interest that NTAW has in these shares are described in a form 603 notice of initial substantial holder lodged by NTAW with ASX on 18 December 2017.	39,953,331 fully paid ordinary shares in NTAW (which include the 27,032,371 ordinary shares referred to in the row above as ST Corso has entered into a voluntary restriction deed with NTAW in respect of the shares referred to in the row above)

**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
Smith Group	ST Corso Pty Ltd atf the Smith Trading Trust	ST Corso Pty Ltd atf the Smith Trading Trust	27,032,371 fully paid ordinary shares in NTAW
Smith Group	Those holders listed in Annexure A	Those holders listed in Annexure A	39,953,331 fully paid ordinary shares in NTAW

**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	

N/A				
-----	--	--	--	--

**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

**7. Addresses**

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

Name	Address
Smith Group	30 Gow Street, Moorooka, Queensland 4105
Registered holders listed in Annexure A	c/o - 30 Gow Street, Moorooka, Queensland 4105

**Signature**

print name	Terence Patrick Smith	capacity	Director
sign here		date	18/12/2017

**DIRECTIONS**

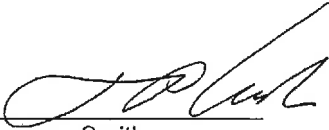
- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially 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, moneys 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.

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ANNEXURE 'A'

ST Corso Pty Ltd  
ACN 062 547 666

This is annexure A of 1 page referred to in form 603 Notice of Initial Substantial Holder

  
Terence Smith  
Director

18/12/17  
Date

Registered holder of securities
ST Corso Pty Ltd ACN 062 547 666 as trustee of the Smith Trading Trust
Roshan Charles Chelvaratnam
Christopher Hummer
Christine Hummer
S.N. Tyre Wholesalers Pty Ltd ACN 067 405 743 as trustee for the Neighbour and Stuart Unit Trust trading as Cotton Tyre Service ABN 70 424 887 691
Steven John Vickers
Bradley Joseph Smith
Jason Lamb
Hallee Smith
Robert Keilar
John George Smyth
John Peter Ludemann
Simon Billington
Andrew Collings
Graeme Vorster
Andrew James
Zambo Pty Ltd ACN 132 060 309 as trustee of the William Cook Superannuation Fund

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