

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Automotive Holdings Group Limited

ACN/ARSN 111 470 038

1. Details of substantial holder (1)

Name A.P. Eagers Limited ACN 009 680 013 and its associated entities set out in Annexure A.

ACN/ARSN (if applicable) As set out above and in Annexure A

The holder became a substantial holder on 09/07/2012

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 fully paid shares	43,212,300	43,212,300	16.58%

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
A.P. Eagers Limited	Holder of the securities 639,085 securities were acquired on market 42,573,215 securities were acquired under the share sale agreement in Annexure B	43,212,300 Ordinary fully paid 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
A.P. Eagers Limited	A.P. Eagers Limited	A.P. Eagers Limited	43,212,300 Ordinary fully paid 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	
A.P. Eagers Limited	23/12/11	\$1.65 per share		639,085 Ordinary fully paid shares
A.P. Eagers Limited	09/07/2012	\$120,125,126 payable in the manner set out in the share sale agreement in Annexure B		42,573,215 Ordinary fully paid 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. Addresses

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

Name	Address
A.P. Eagers Limited	80 McLachlan Street, Fortitude Valley, Queensland 4006
Entities associated with A.P. Eagers Limited	See Annexure A

Signature

print name Denis Gerard Stark

capacity Secretary

sign here



date 11/7/12

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.

ANNEXURE A

SUBSTANTIAL HOLDERS – ASSOCIATED ENTITIES

THIS IS ANNEXURE A OF TWO PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.

DATED: 11 July 2012

SIGNED: 

NAME: Denis Gerard Stark

CAPACITY: Secretary

ASSOCIATED ENTITIES OF A.P. EAGERS LIMITED:

NAME	ACN	ADDRESS
Eagers Retail Pty Ltd	009 662 211	80 McLachlan Street, Fortitude Valley, Queensland 4006
Eagers MD Pty Ltd	009 727 753	80 McLachlan Street, Fortitude Valley, Queensland 4006
Eagers Finance Pty Ltd	009 721 288	80 McLachlan Street, Fortitude Valley, Queensland 4006
Nundah Motors Pty Ltd	009 681 556	80 McLachlan Street, Fortitude Valley, Queensland 4006
Eagers Nominees Pty Ltd	009 723 488	80 McLachlan Street, Fortitude Valley, Queensland 4006
Austral Pty Ltd	009 662 202	80 McLachlan Street, Fortitude Valley, Queensland 4006
E G Eager & Son Pty Ltd	009 658 306	80 McLachlan Street, Fortitude Valley, Queensland 4006
A.P. Group Ltd	010 030 994	80 McLachlan Street, Fortitude Valley, Queensland 4006
A.P. Ford Pty Ltd	010 602 383	80 McLachlan Street, Fortitude Valley, Queensland 4006
A.P. Motors Pty Ltd	010 579 996	80 McLachlan Street, Fortitude Valley, Queensland 4006
A.P. Motors (No.1) Pty Ltd	010 585 234	80 McLachlan Street, Fortitude Valley, Queensland 4006
A.P. Motors (No.2) Pty Ltd	010 585 243	80 McLachlan Street, Fortitude Valley, Queensland 4006
A.P. Motors (No.3) Pty Ltd	010 585 252	80 McLachlan Street, Fortitude Valley, Queensland 4006
Associated Finance Pty Limited	009 677 678	80 McLachlan Street, Fortitude Valley, Queensland 4006
Leaseline & General Finance Limited	010 131 361	80 McLachlan Street, Fortitude Valley, Queensland 4006
City Automotive Group Pty Ltd	067 985 602	80 McLachlan Street, Fortitude Valley, Queensland 4006
PPT Investments Pty Ltd	000 868 860	80 McLachlan Street, Fortitude Valley, Queensland 4006
PPT Holdings No 1 Pty Ltd	078 207 333	80 McLachlan Street, Fortitude Valley, Queensland 4006
PPT Holdings No 2 Pty Ltd	078 207 397	80 McLachlan Street, Fortitude Valley, Queensland 4006
PPT Holdings No 3 Pty Ltd	078 207 468	80 McLachlan Street, Fortitude Valley, Queensland 4006
Bill Buckle Holdings Pty Ltd	062 951 106	80 McLachlan Street, Fortitude Valley, Queensland 4006
Bill Buckle Autos Pty Ltd	000 388 054	80 McLachlan Street, Fortitude Valley, Queensland 4006
Bill Buckle Leasing Pty Ltd	000 871 910	80 McLachlan Street, Fortitude Valley, Queensland 4006
Adtrans Group Limited	008 129 477	80 McLachlan Street, Fortitude Valley, Queensland 4006
Adtrans Corporate Pty Ltd	056 340 928	80 McLachlan Street, Fortitude Valley, Queensland 4006
Adtrans Automotive Group Pty Ltd	007 866 917	80 McLachlan Street, Fortitude Valley, Queensland 4006

Stillwell Trucks Pty Ltd	008 014 720	80 McLachlan Street, Fortitude Valley, Queensland 4006
Adtrans Trucks Pty Ltd	008 264 935	80 McLachlan Street, Fortitude Valley, Queensland 4006
Graham Cornes Motors Pty Ltd	008 123 993	80 McLachlan Street, Fortitude Valley, Queensland 4006
Whitehorse Trucks Pty Ltd	116 437 702	80 McLachlan Street, Fortitude Valley, Queensland 4006
Adtrans Used Pty Ltd	074 561 514	80 McLachlan Street, Fortitude Valley, Queensland 4006
Adtrans Hino Pty Ltd	127 369 260	80 McLachlan Street, Fortitude Valley, Queensland 4006
Adtrans Australia Pty Ltd	008 278 171	80 McLachlan Street, Fortitude Valley, Queensland 4006
Melbourne Truck and Bus Centre Pty Ltd	143 202 699	80 McLachlan Street, Fortitude Valley, Queensland 4006
Adtrans Truck Centre Pty Ltd	106 764 327	80 McLachlan Street, Fortitude Valley, Queensland 4006
Adtrans Trucks Adelaide Pty Ltd	151 699 651	80 McLachlan Street, Fortitude Valley, Queensland 4006

ANNEXURE B

SHARE SALE AGREEMENT

THIS IS ANNEXURE B OF 40 PAGES REFERRED TO IN FORM 603 NOTICE OF INITIAL SUBSTANTIAL HOLDER.
THIS IS A TRUE COPY OF THE SHARE SALE AGREEMENT TO WHICH A.P. EAGERS LIMITED IS A PARTY
ALL TERMS AND CONDITIONS ARE CONTAINED IN THE ATTACHED DOCUMENT

DATED: 11 July 2012

SIGNED: 

NAME: Denis Gerard Stark

CAPACITY: Secretary

Share sale agreement – execution copy

Jove Pty Ltd ACN 008 694 344

Jove Management Pty Ltd ACN 008 857 225 in its capacity as trustee for the
Wheatley Family Trust

P.F.V. Pty Ltd ACN 008 938 038 in its capacity as trustee for the Wheatley
Unit Trust

A.P. Eagers Limited ACN 009 680 013

Table of contents

Parties	1
Background	1
Agreed terms	1
1 Definitions and interpretation	1
1.1 Definitions	1
1.2 Interpretation	3
2 Agreement to sell and buy the Sale Shares	4
3 Purchase Price	4
4 Completion	4
4.1 Obligations of PFV and Jove Management on Completion	4
4.2 Obligations of Jove on Completion	5
4.3 APE's obligations at Completion	5
4.4 Recording the transfer of the Sale Shares	5
4.5 Obligations are interdependent	5
5 Second Tranche Payment	5
6 Balance Payment	5
7 Title and Capacity	6
7.1 Title	6
7.2 Capacity	6
8 GST	7
8.1 GST exclusive	7
8.2 Taxable Supply	7
8.3 Reimbursement or indemnity	7
9 General	7
9.1 Amendments	7
9.2 Assignment	7
9.3 Counterparts	7
9.4 No merger	7
9.5 Entire agreement	7
9.6 Further assurances	8
9.7 No waiver	8

9.8	Governing law and jurisdiction	8
9.9	Severability	8
9.10	Method of payment	8
9.11	Interest to be paid on default	8
Schedule 1	-----	9
Security Agreement		9
Execution	-----	20

Share sale agreement

Dated

9 JULY 2012

Parties

Jove	Jove Pty Ltd ACN 008 694 344 of 6 Pulo Road, Brentwood, Western Australia 6153
Jove Management	Jove Management Pty Ltd ACN 008 857 225 in its capacity as trustee for the Wheatley Family Trust of 6 Pulo Road, Brentwood, Western Australia 6153
PFV	P.F.V. Pty Ltd ACN 008 938 038 in its capacity as trustee for the Wheatley Unit Trust of 6 Pulo Road, Brentwood, Western Australia 6153
APE	A.P. Eagers Limited ACN 009 680 013 of 80 McLachlan Street, Fortitude Valley, Queensland 4006

Background

- A PFV and Jove Management own the Sale Shares.
- B Each of PFV and Jove Management agree to sell and APE agrees to buy the Sale Shares, cum dividend, on the terms of this document.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document:

Term	Definition
AHG	means Automotive Holdings Group Limited ACN 111 470 038.
AHG Share	means an ordinary fully paid share in the capital of AHG.
APE Share	means an ordinary fully paid share in the capital of APE.
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).

Term	Definition
Balance Date	means the earlier of: (a) 4 July 2013; and (b) an Insolvency Event occurring in respect of APE.
Balance Payment	means \$46,967,099 to be paid to PFV.
Business Day	means a business day as defined in the Listing Rules.
Completion	means completion of the sale and purchase of the Sale Shares which is to occur on the date of this document contemporaneously with the signing of this document.
Consideration APE Shares	means 10,193,381 APE Shares.
Encumbrance	means any mortgage, pledge, charge, licence, any right of set off, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement and any other security agreement or arrangement of any kind given, arising or created.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Insolvency Event	means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its creditors, or any analogous event.
Issue Price	means \$3.12 per APE Share.
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while APE is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
PPS Register	means the register of security interests established and maintained under the <i>Personal Property Securities Act 2009</i> (Cth).
Purchase Price	means the amount set out in clause 3 which is allocated across the Sale Shares in the manner set out in the transfers attached to this document marked 'A', 'B', 'C' and 'D', respectively.
Sale Shares	means 42,573,215 AHG Shares comprising: (a) 35,545,282 AHG Shares held by PFV; and (b) 7,027,933 AHG Shares held by Jove Management which are sold in the tranches and for the purchase prices set out in the transfers attached to his document marked 'A', 'B', 'C' and 'D', respectively.

Term	Definition
Second Tranche Payment Date	means as soon as reasonably practicable after the date of this document but in any event, not later than Friday 3 August 2012.
Second Tranche Payment	means \$41,354,678 to be paid to PFV.
Security Agreement	means a specific security agreement APE must give PFV over 14,769,528 AHG Shares acquired by APE under this document, which must be in the form set out in Schedule 1 securing the payment to PFV of the Balance Payment by APE on the Balance Date.
Supplier	means the entity making the Supply.

1.2 Interpretation

In this document:

- (a) a singular word includes the plural and vice versa;
- (b) a word which suggests one gender includes the other gender;
- (c) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (d) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (e) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (f) terms defined in the GST Act have the same meaning when capitalised and used in this document, except where the context requires otherwise;
- (g) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (h) a reference to this document includes the agreement recorded by this document;
- (i) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (j) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (k) a reference to '\$' or 'dollar' is to Australian currency;
- (l) a reference to 'month' means calendar month; and
- (m) if an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

2 Agreement to sell and buy the Sale Shares

PFV and Jove Management agree to sell the Sale Shares cum dividend, and APE agrees to buy the Sale Shares cum dividend, from PFV and Jove Management:

- (a) free from Encumbrances;
- (b) for the Purchase Price;
- (c) on Completion; and
- (d) otherwise on the terms of this document.

3 Purchase Price

The Purchase Price for the Sale Shares is an aggregate amount of \$120,125,124 comprising:

- (a) \$88,321,777 in cash; and
- (b) the Consideration APE Shares issued at the Issue Price (being an amount of \$31,803,347 and which is, in accordance with transfers 'A' and 'B' attached to this document, allocated as to \$17,148,157 to Jove Management and \$ 14,655,190 to PFV),

which must be satisfied and is payable to PFV, Jove Management and Jove in the manner set out in clauses 4, 5 and 6.

4 Completion

4.1 Obligations of PFV and Jove Management on Completion

At Completion, each of PFV and Jove Management must give APE:

- (a) absolute ownership of and title to the relevant Sale Shares free from any Encumbrance;
- (b) any documents which APE reasonably requires to effect transfer of the relevant Sale Shares, including completed transfers of the Sale Shares to APE signed by each of PFV and Jove Management, respectively, in the form set out as attachments 'A', 'B', 'C' and 'D', respectively; and
- (c) a copy of any power of attorney under which any document delivered under this document has been signed.

4.2 Obligations of Jove on Completion

At Completion, Jove must deliver an application for the Consideration APE Shares to APE. APE warrants (and it is a condition of this document) that the application for and issue of those shares will not constitute a breach of the Listing Rules.

4.3 APE's obligations at Completion

At Completion, APE must:

- (a) issue the Consideration APE Shares to Jove at the Issue Price and, at its cost, apply within three Business Days after Completion for quotation of the Consideration APE Shares on ASX; and
- (b) deliver a signed copy of the Security Agreement to PFV and Jove Management.

APE warrants and represents (and it is a condition of this document) that the Consideration Shares will be issued free of all Encumbrances.

4.4 Recording the transfer of the Sale Shares

The parties must cooperate with each other and the share registry for AHG for the purposes of ensuring that the transfer of 14,769,528 AHG Shares included in the Sale Shares (which are to be given as security to PFV for the payment of the Balance Payment pursuant to the Security Agreement) is recorded separately from APE's ownership and holding of any other AHG Shares on AHG's register of members (including the balance of the Sale Shares). The parties agree that, to give effect to this, they will include on each relevant transfer, an identifier (in a form agreed by the parties and which is satisfactory to the share registry (including not exceeding 32 characters)), to enable the share registry to create and maintain a separate account for those 14,769,528 AHG Shares pending satisfaction of the Balance Payment.

4.5 Obligations are interdependent

- (a) The obligations of the parties at Completion are interdependent.
- (b) Completion:
 - (i) is, accordingly, conditional on each of the parties complying with all their obligations under this clause 4; and
 - (ii) will be taken not to have occurred until and unless each of the parties have satisfied their respective obligations under this clause 4.

5 Second Tranche Payment

On or before the Second Tranche Payment Date, APE must pay the Second Tranche Payment to PFV (or as it directs).

6 Balance Payment

On or before the Balance Date:

- (a) APE must pay the Balance Payment to PFV (or as PFV directs); and

- (b) PFV must, at APE's cost, in exchange for the payment of the Balance Payment:
 - (i) provide a signed deed poll (in form and substance satisfactory to PFV) in favour of APE releasing the security granted by APE under the Security Agreement; and
 - (ii) undertake to lodge, within five Business Days, any documentation required to record the release of its security interest from the PPS Register.

7 Title and Capacity

7.1 Title

Each of PFV and Jove Management represents and warrants that:

- (a) each of the Sale Shares is fully paid up and is being sold cum dividend;
- (b) it is the sole legal owner and registered holder of each relevant Sale Share, free from any Encumbrance; and
- (c) it has complete and unrestricted power and authority to transfer full legal and beneficial ownership of the relevant Sale Shares to APE on the First Tranche Completion in respect of the First Tranche Sale Shares and, on the Second Tranche Completion, in respect of the Second Tranche Sale Shares, without the consent of a third person and free of any rights of a person under an arrangement such as option, a right of pre-emption or a right of first refusal.

7.2 Capacity

Each party represents and warrants that:

- (a) it is validly existing under the laws of its place of incorporation or registration;
- (b) it has the power to enter into and perform its obligations under this document;
- (c) it has taken all corporate action and holds all authorisations necessary or desirable to enable its entry into and performance of this document;
- (d) its obligations under this document are enforceable against it under the terms of the document; and
- (e) the execution, delivery and performance by it of this document (and any other document required to be entered into by it relating to this agreement) does not and will not:
 - (i) result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound; or
 - (ii) result in a breach of any law or order, judgment or decree of any court or government agency or regulatory body by which it is bound.

8 GST

8.1 GST exclusive

Except under this clause, the consideration for a Supply made under or in connection with this document does not include GST.

8.2 Taxable Supply

If a Supply made under or in connection with this document is a Taxable Supply, then at or before the time the consideration for the Supply is payable:

- (a) the Recipient must pay the Supplier an amount equal to the GST for the Supply (in addition to the consideration otherwise payable under this document for that Supply); and
- (b) the Supplier must give the Recipient a Tax Invoice for the Supply.

8.3 Reimbursement or indemnity

If any party has the right under this document to be reimbursed or indemnified by another party for a cost incurred in connection with this document, that reimbursement or indemnity excludes any GST component of that cost for which an Input Tax Credit may be claimed by the party being reimbursed or indemnified.

9 General

9.1 Amendments

This document may only be amended by written agreement between all parties.

9.2 Assignment

A party may only assign this document or a right under this document with the written consent of the other party.

9.3 Counterparts

This document may be executed in any number of counterparts. All counterparts together make one instrument.

9.4 No merger

The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

9.5 Entire agreement

- (a) This document supersedes all previous agreements about its subject matter and embodies the entire agreement between the parties.
- (b) To the extent permitted by law, any statement, representation or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

9.6 Further assurances

Each party must do all things reasonably necessary to give effect to this document and the transactions contemplated by it.

9.7 No waiver

- (a) The failure of a party to require full or partial performance of a provision of this document does not affect the right of that party to require performance subsequently.
- (b) A single or partial exercise of or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A right under this document may only be waived in writing signed by the party granting the waiver, and is effective only to the extent specifically set out in that waiver.

9.8 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

9.9 Severability

A clause or part of a clause of this document that is illegal or unenforceable may be severed from this document and the remaining clauses or parts of the clause of this document continue in force.

9.10 Method of payment

All payments required to be made under this document must be made:

- (a) in cash or by bank cheque; or
- (b) by crediting the account of the recipient (specified for that purpose) with cleared funds.

9.11 Interest to be paid on default

- (a) If APE fails to pay an amount payable under this document on the due date, APE must pay simple interest at the rate of 6% per annum on the amount, from the time the amount falls due until it is paid in full.
- (b) This right to require payment of interest is without prejudice to any other rights and remedies the non-defaulting party may have against APE at law or in equity.

Schedule 1

Security Agreement

Specific security agreement

Dated

Parties

Grantor	A.P. Eagers Limited ACN 009 680 013 of 80 McLachlan Street, Fortitude Valley, Queensland, 4006
PFV	P.F.V. Pty Ltd ACN 008 938 038 in its capacity as trustee for the Wheatley Unit Trust of 6 Pulo Road, Brentwood, Western Australia, 6153

1 Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Share Sale agreement have the same meaning when used in this document, and:

Term	Definition
Attorney	means an attorney appointed under clause 11.
Authorised Officer	means, in respect of a Secured Party, any of its directors or its secretary.
Collateral	means the Shares, any New Rights and the Proceeds.
Controller	has the same meaning given to that term by the Corporations Act.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).
Encumbrance	means: (a) any Security Interest or a preferential or adverse interest of any kind; (b) a right of any person to purchase, occupy or use assets (including under a hire purchase agreement, option or agreement to purchase); (c) a right to set-off or right to withhold payment of a deposit or other money; (d) an agreement to create any of the items referred to in paragraphs (a) to (c) above or to allow any of those

Term	Definition
	items to exist; (e) a notice under section 255 of the Tax Act (1936), subdivision 260-A in schedule 1 <i>Taxation Administration Act 1953</i> (Cth) or any similar legislation; or (f) any other right (including without limitation under a trust or agency arrangement) of a creditor to have its claims satisfied prior to other creditors with, or from the proceeds of, or be recourse to any asset and includes any agreement, arrangement or deed conferring such a right.
Event of Default	means the Grantor fails to pay the Secured Money when due under the Share Sale Agreement.
New Rights	means any new AHG Shares that may be allotted to a holder in respect of the Shares or in respect of any new AHG Shares which become subject to this document.
Permitted Encumbrance	means: (a) an Encumbrance: (i) created with the Secured Party's prior written consent; or (ii) permitted, with the Secured Party's prior written consent, to subsist, over all or any part of the Collateral, subject to and in accordance with the conditions (if any) that the Secured Party may attach to the consent; (b) an Encumbrance over all or any part of the Collateral created prior to the date of this document that has a lower priority than the Secured Party under this document; and (c) liens or charges arising over the Collateral by operation of law in the ordinary course of business (other than those not discharged when due).
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth).
Proceeds	means all money payable to the Grantor as holder of any Shares or New Rights, including bonuses, return of capital and all proceeds of sale or disposal but (if and as long as the Grantor is not in default of any of its obligations under a Transaction Document) excludes any dividends.
Receiver	means any receiver or receiver and manager appointed under this document.
Secured Money	means all the Balance Payment payable to the Secured Party under the Share Sale Agreement.
Secured Party	means PFV.
Shares	means 14,769,528 AHG Shares held by the Grantor.
Share Sale Agreement	means the agreement made between the parties, Jove Management Pty Ltd and Jove Pty Ltd for the sale of 42,573,215 AHG Shares by PFV and Jove Management Pty Ltd (as sellers) to the Grantor (as buyer) dated 9 July 2012.

Term	Definition
Transaction Document	means: (a) this document; and (b) the Share Sale Agreement.
Void Payment	means any payment made to the Secured Party by or on behalf of the Grantor which is subsequently avoided, conceded or compromised as being void or voidable under any law relating to insolvency or the protection of creditors or to any other matter or event.

1.2 Interpretation

- (a) Clause 1.2 of the Share Sale Agreement applies to and is incorporated into this document as if that provision had been reproduced in full in this document.
- (b) Words defined in the PPSA have the same meaning when that word (with a capitalised first letter) is used in this document.

2 PPSA

2.1 Charge

The Grantor charges and grants a Security Interest in the Collateral to the Secured Party as security for the payment of the Secured Money to the Secured Party.

2.2 Security Interest Attaches to Collateral

The Security Interest created by this document Attaches to the Collateral in accordance with the PPSA.

2.3 Secured Party's actions under PPSA

The Grantor authorises the Secured Party to do all things which are necessary to Perfect the Security Interest by registration, and continue the Secured Party's Security Interest, to protect and preserve the Collateral and to realise the Secured Party's Security Interest.

2.4 Restrictions on Dealing with Collateral

The Grantor must not:

- (a) create, attempt to create or permit to exist any Encumbrance other than a Permitted Encumbrance in relation to the Collateral (whether ranking ahead of, equally with or after, the Security); or
- (b) dispose of, declare a trust over or otherwise create or permit the creation or existence of any interest in, or part with possession of, any Collateral,

without the Secured Party's consent.

3 Secured Money

3.1 Payment of Secured Money

The Grantor must pay the Secured Money in the manner set out in the Share Sale Agreement to the Secured Party at the Balance Date.

3.2 No set off or deduction

The Grantor must make payment of the Secured Money without any deductions, set off or counterclaims.

4 Event of Default

The Secured Party may do any the following at any time after an Event of Default occurs:

- (a) enforce this document;
- (b) enforce the Share Sale Agreement; or
- (c) exercise or enforce all or any of the Secured Party's rights, powers or remedies:
 - (i) conferred by law;
 - (ii) under or arising in connection with any Transaction Document; or
 - (iii) arising in any other way whatever.

5 Secured Party's powers

5.1 Secured Party's powers after Event of Default

If an Event of Default occurs, the Secured Party may, to the full extent permitted by law and without having to give any notice or allow any time to elapse:

- (a) do all acts and things and exercise or enforce all rights, powers and remedies of a Secured Party, including all the rights of a Secured Party under the PPSA or otherwise conferred by law;
- (b) take or enter into Possession of, collect or get in, the Collateral to the exclusion of the Grantor;
- (c) require that any Proceeds are paid to the Secured Party;
- (d) sell any part of the Collateral:
 - (i) either by public auction, private treaty, option or tender;
 - (ii) in one lot or in parcels;
 - (iii) for cash or on credit;

- (iv) with power to allow the whole or any part of the purchase money to remain owing on a mortgage of the property sold, on any other Encumbrance or without any Encumbrance; and
- (v) subject to any conditions that the Secured Party chooses;
- (e) give effectual receipts for all money or assets which may come into the Secured Party's hands in the exercise of any power conferred by this clause. Those receipts will exonerate any person paying or handing over money or assets from all liability to:
 - (i) see to the application of that money or assets;
 - (ii) enquire whether the Secured Money or any part of it has become payable; and
 - (iii) see to the propriety or regularity of any act or appointment under this document;
- (f) do any one or more of the following:
 - (i) appoint in writing any one or more persons to be a Receiver of the Collateral with all or any of the rights, powers, remedies, authorities and discretions referred to in this clause;
 - (ii) remove a Receiver appointed under this clause; and
 - (iii) if any Receiver is removed, retires or dies, appoint another in their place or, if the Secured Party chooses, in the case of removal or retirement, reappoint that person;
- (g) exercise any voting or other rights or powers relating to the Collateral.

5.2 Secured Party's powers at any time

The Secured Party may at any time, do one or both of the following:

- (a) give up Possession or Control of the whole or any part of the Collateral; or
- (b) terminate any Receivership.

6 Receivers

6.1 Appointment of Receiver

Every Receiver appointed under clause 5.1(f) will have, subject to any limitation or restrictions set out in the document under which the Receiver is appointed:

- (a) power in the name and on behalf of and at the Grantor's cost to do or omit to do anything which the Grantor or an absolute owner could do or have done relating to the Collateral;
- (b) (with the Secured Party's consent) all the powers conferred by law on Secured Parties in Possession or Control of Collateral as those powers are varied and extended and applicable to the Secured Party under this document;
- (c) all the rights and powers conferred by law or under statute (including the Corporations Act) on Receivers; and

- (d) all the rights, powers, remedies, discretions and privileges available to or conferred on the Secured Party under this document (other than the power to appoint Receivers).

6.2 Appointment of further Receiver

A Receiver is the Grantor's agent and the Grantor is alone responsible for the Receiver's acts and defaults. If at any time, a resolution is passed or an order is made for the Grantor's winding up, the Receiver will to the extent required by law, cease to be the Grantor's agent and may, if the Secured Party notifies the Receiver in writing, become the Secured Party's agent. The Secured Party may, despite that resolution or order, exercise power to appoint a further Receiver under clause 5.1(f)(i) at or after that time.

6.3 Powers of Receiver

The obligations, prohibitions and restrictions set out in or implied by this document are not to be interpreted as limiting any rights, powers, remedies or discretions exercisable by a Receiver appointed under this document who is, or who is deemed under this document to be, the Grantor's agent.

6.4 Joint and several appointments

If two or more persons are appointed to be a Receiver under this document, those persons may be appointed jointly, severally or jointly and severally as the Secured Party may, in the instrument of appointment, stipulate. In the absence of any stipulation, the appointment is deemed to have been made jointly and severally.

6.5 Receiver's remuneration

The Secured Party may fix the remuneration of any Receiver appointed under this document at an amount agreed between the Secured Party and the Receiver or, in the absence of agreement, at a rate the Secured Party decides.

7 Exercise of powers

7.1 Enforcement despite earlier payment

This document may be enforced:

- (a) even if the Secured Party accepts a payment of interest or other amount after any default; and
- (b) without the need for any notice to, or of any consent or agreement of, the Grantor or any other person.

7.2 Exercise of power

- (a) If the Secured Party or any Receiver disposes of or deals with or attempts to dispose of or deal with any of the Collateral under or in purported exercise of any of the Secured Party's or the Receiver's (as the case may be) rights, powers, remedies or authorities under this document no purchaser or any other person involved with any disposal or dealing:
 - (i) need enquire whether there has been a default by the Grantor under this document, or otherwise as to the propriety or regularity of the dealing or disposal; or

- (ii) is affected by express or constructive notice that the dealing or disposal is unnecessary or improper.
- (b) Despite any irregularity or impropriety, that disposal or dealing or attempted disposal or dealing is deemed to be authorised and is valid.

7.3 Receiver's and Secured Party's liability

- (a) The Secured Party, any Receiver or any of the Secured Party's or Receiver's employees, professional advisers, agents, or other persons on their behalf will not by reason of entering the Collateral, be liable to account as Secured Party in Possession or for anything except actual receipts by the Secured Party or the Receiver (as the case may be).
- (b) The Secured Party or any Receiver is not liable or answerable for or in connection with any omission or delay or for any irregularity or involuntary loss which occurs as a result of or in connection with the exercise or non-exercise or attempted or purported exercise of any of the rights, powers, remedies, authorities or discretions of or conferred on the Secured Party or a Receiver under this document or otherwise.

8 Receipt and application of money

Any money received by the Secured Party or any Receiver after the enforcement of this document will be applied in the following order:

- (a) in payment of all Expenses incurred in or incidental to the appointment of any Receiver, and the exercise of the powers of, and all Expenses debts and liabilities of the Receiver or the Secured Party;
- (b) in payment of any Receiver's remuneration;
- (c) in payment of any Encumbrances that have a higher priority than the Secured Party;
- (d) towards the discharge of the Secured Money;
- (e) in reduction or discharge of Permitted Encumbrances that have a lower priority than the Secured Party; and
- (f) the surplus (if any) to the Grantor.

9 Exercise of rights and consent

The Secured Party and a Receiver may:

- (a) exercise any right, power, remedy or authority;
- (b) give or decline to give any consent; or
- (c) make or decline to make any decision,

under this document, in the Secured Party's or the Receiver's absolute discretion. The Secured Party or the Receiver is not liable for any loss arising out of any delaying, declining or omission to exercise any right, power, remedy or authority, to give any consent, or to make any decision.

10 Secured Party's rights

10.1 Preservation of Secured Party's rights

The Secured Party's rights and the Grantor's obligations and liabilities under this document are not affected by anything which might otherwise affect them at law or in equity, including:

- (a) the Secured Party or another person granting time or other indulgence to the Grantor;
- (b) any lack of power by the Grantor to enter into this document;
- (c) the release, discharge, abandonment, loss, impairment, transfer of or other dealing with (either in whole or in part and whether with or without consideration) any of the Secured Party's rights under this document or under the Share Sale Agreement;
- (d) the obtaining of a judgement or order against the Grantor; or
- (e) the failure by any person intended or contemplated as a party to this document to properly execute this document.

10.2 Judgments

Any judgment which the Secured Party may obtain against the Grantor in respect of the Secured Money may be held as a Collateral Security and no other Collateral Security will need to merge in that judgment.

10.3 Void Payments

If a Void Payment is made to the Secured Party:

- (a) the Void Payment is not deemed to have discharged the Grantor's liability for which it was made despite any release, settlement or discharge which may have been given on the faith of the Void Payment;
- (b) the Secured Party and the Grantor are to be placed in or restored to the position they would have been in but for the Void Payment and the Grantor and the Secured Party may exercise the rights and are subject to the liabilities which each would have had or been subject to, if the Void Payment and any release, discharge or settlement given on the faith of the Void Payment had not been made or given;
- (c) the Grantor must take all steps and sign all documents, and must procure that all relevant third parties take all steps and sign all documents that the Secured Party requires for the replacement or reinstatement of a Transaction Document previously held by the Secured Party from the Grantor;
- (d) the Grantor must pay all costs, expenses, duties and fees for the replacement or reinstatement of a Transaction Document; and
- (e) despite anything to the contrary contained in or implied by this document, the Secured Party may retain each Transaction Document until the Secured Party is satisfied that no Void Payment made to the Secured Party remains liable to be avoided.

11 Power of Attorney

11.1 Appointment of Attorney

- (a) For valuable consideration, the Grantor irrevocably appoints the Secured Party and each of the Secured Party's Authorised Officers jointly and severally to be the Grantor's Attorney. Any Attorney appointed under this clause may in the Grantor's name (or in the Secured Party's or that Attorney's name) and on the Grantor's behalf:
 - (i) do any act or thing which in the Secured Party's or that Attorney's opinion:
 - (A) is necessary to give effect to any right, power or remedy conferred on the Secured Party; or
 - (B) it is necessary for the Grantor to do,
 under this document; and
 - (ii) use the Grantor's name in the exercise of all or any of the powers conferred on the Secured Party under or by this document, any, statute, and the general law or otherwise.
- (b) The Grantor ratifies and confirms all things that any Attorney appointed under this clause may do under this power of Attorney.

11.2 Irrevocable Attorney

The power of Attorney created under this clause 11 is irrevocable and is granted to secure performance of the Grantor's obligations under this document.

12 Discharge

- (a) The Secured Party will reconvey, surrender or release any remaining Collateral (as appropriate) to the Grantor in accordance with the Share Sale Agreement and the Collateral will then be discharged from this document.
- (b) Any discharge required under the PPSA will be prepared by the Secured Party in the form required by the Share Sale Agreement.

13 Costs

- (a) Each party must pay its own costs and expenses relating to the negotiation, preparation, stamping and registration of this document.
- (b) The Grantor must indemnify the Secured Party against, and must pay the Secured Party on demand the amount of, all taxes, levies, duties, charges, deductions or withholdings, however they are described, that are imposed by law or by a government agency, together with any related interest, penalty, fine or other charge other than one that is imposed on net income in any jurisdiction and expenses incurred in connection with:
 - (i) any discharge or release of this document;

- (ii) any actual or attempted exercise or enforcement of a power or right under this document or at law; and
- (iii) all registration fees, fines and penalties which may be paid or payable in connection with this document.

14 Application of other laws

To the extent permissible, no law will apply to this document so as to extinguish, delay or otherwise prejudice any of the Secured Party's rights and powers under this document or otherwise available to the Secured Party.

15 General

Clause 8 of the Share Sale Agreement applies to and is incorporated into this document as if that provision had been reproduced in full in this document.

Execution

EXECUTED as a deed.

Signed sealed and delivered
 by
 P.F.V. Pty Ltd ACN 008 938 038 in its capacity as
 trustee for the Wheatley Unit Trust by:

^ 
 Director

Michelle V. Prater

^ Full name of Director

^ 
 Director/Secretary

Vernon C. Wheatley

^ Full name of Director/Secretary

Signed sealed and delivered
 by
 A.P. Eagers Limited ACN 009 680 013 by:

^ 
 Director

^ MARTIN WARD
 Full name of Director

^ 
 Director/Secretary

^ BEN MACDONALD
 Full name of Director/Secretary

Execution

EXECUTED as an agreement

Executed by
Jove Pty Ltd ACN 008 694 344 by:

^ _____
Director

Michelle V. Prater

^ _____
Full name of Director

^ _____
Director/Secretary

Vernon C. Wheatley

^ _____
Full name of Director/Secretary

Executed by
Jove Management Pty Ltd ACN 008 857 225 in its
capacity as trustee for the Wheatley Family Trust
by:

^ _____
Director

Michelle V. Prater

^ _____
Full name of Director

^ _____
Director/Secretary

Vernon C. Wheatley

^ _____
Full name of Director/Secretary

Executed by
P.F.V. Pty Ltd ACN 008 938 038 in its capacity as
trustee for the Wheatley Unit Trust by:

^ Director

Michelle V. Prater

^ Full name of Director

^ Director/Secretary

Vernon C. Wheatley

^ Full name of Director/Secretary

Executed by A.P. Eagers Limited ACN 009 680 013
by:

^ Director

^ MARTIN WARD
Full name of Director

^ Director/Secretary

^ Ben Macdonald
Full name of Director/Secretary

Return your information:



By Mail:

Computershare Investor Services Pty Limited
GPO Box 2975 Melbourne
Victoria 3001 Australia

Enquiries:



(within Australia) 1300 850 505
(international) 61 3 9415 4000



www.investorcentre.com/contact

Registered
Name(s)

JOVE MANAGEMENT PTY LTD
<WHEATLEY FAMILY A/C>

Registered
Address

6 PULO RD
MT PLEASANT WA

6 1 5 3

Securityholder Reference Number (SRN)

Use a **black** pen.
Print in **CAPITAL** letters.

A B C

1 2 3

Please read the following instructions carefully before completing this form

The Standard Transfer Form you requested is included in this booklet. It is important that the Transfer Form is accurate and complete and all requirements have been met to avoid the form being returned to you for correction or further action.

When should you NOT use this form?

Do not use this form if you are buying/selling/transferring broker sponsored/CHESS securities. You must contact your broker to perform this transaction. To check whether you have a broker sponsored/CHESS holding, you should look at your Holder Identification Number. If the number begins with an "X" or "L" you will need to contact your broker.

What to do if you hold certificates

If the holding is certificated, please enclose the original certificate(s) with the transfer form when it is returned for registration. If the original certificate(s) are not provided, the transfer may be returned.

If you are unable to locate your certificates please contact Computershare on the above number.

Stamp Duty requirements for unlisted securities

If the securities being transferred are not listed on the Australian Securities Exchange (or other recognised exchange), Stamp Duty may be payable. We understand Stamp Duty is only payable in New South Wales and South Australia, however you should confirm this. Assessment and payment of stamp duty (if applicable) must be made prior to sending the transfer form to Computershare.

Do you need to complete more than one Transfer Form?

You must complete and return a separate Transfer Form for each class of security and each registered holding. For example, if you are transferring ordinary fully paid shares and also options, you will require two transfer forms.

How do I complete the form?

Carefully read and follow the instructions for Sections A, B and C when completing the form.

What if I make a mistake when I'm completing the form?

If you make any alteration to the form, it MUST be initialled by both the Seller(s) and the Buyer(s). If you increase the amount of securities being transferred or you use correction fluid or tape, we cannot accept the transfer, even if it has been initialled. You will need to complete a new Transfer Form.

Who do I contact if I need help with completing the Transfer Form?

You can complete the form online via our website at www.investorcentre.com by clicking on Forms. Our electronic transfer form will guide you through the process step by step. Alternatively, you can contact Computershare on the above number.

Where do I return the form?

The original transfer form must be returned to Computershare. We cannot accept a copy, fax or email, so return it by post to the address above. **DO NOT DETACH any part of this form.** All pages must be returned. If all pages are not returned, we may not be able to register the transfer.

Your checklist – what you need to do to complete this form

Section A

☐

Follow the instructions in Section A carefully to complete the Transfer Form.

Section B

☐

*A fee of AU\$50 (per transfer, inclusive of GST) is payable for security validation services prior to the registration of each transfer. For more information please refer to the Terms and Conditions in this document.

*Where **multiple transfers** are submitted together for the **same seller** or joint sellers at the **same time**, a single AU\$50 fee may be charged. This will only apply for transfers where the seller's registered name and address details are exactly the same on each transfer.

A fee is **not payable** if securities are being transferred directly from a **deceased estate** either to the executor(s) or directly to the beneficiaries of the estate

Section C

☐

For security validation purposes the seller(s) must provide copies of originally certified documentation to verify their identity. Section C outlines documentation that **must** be returned depending on the type of holding and the registered details of the seller(s) and instructions to certify documents.

Section A - Completing the transfer form.

Please use block letters and black or blue pen when completing this form, where relevant

- 1** **Details of Issuer**
Full Name of Company/Trust in which Securities are held - The full name of the company or trust in which the securities being transferred or sold are held.
ASX Code for the Company/Trust - Please enter the three (3) letter Australian Securities Exchange (ASX) code, if the security is listed on the ASX.
State or Territory of Registration - The State in which the company or trust is registered. This can usually be found on documentation relating to the securityholding.
- 2** **Description of Securities**
Class - for example Fully Paid Ordinary Shares, Unsecured Convertible Notes, Options and applicable expiry date, Partly Paid Shares, Units etc.
If not fully paid, paid to - Only complete this section if securities are partly paid.
- 3** **Quantity of Securities**
The number of securities being transferred (amount both in words and figures)
- 4** **Consideration - value of transfer**
The consideration paid for the securities or otherwise the approximate market value of the securities on the date of transfer. The market price can be found in daily newspapers and at www.asx.com.au
Date of Transfer - Enter the date of purchase/transfer of the securities. This is the date the transfer has been effected between the Seller and Buyer.
- 5** **Full registered name(s) of Seller(s)/Transferor(s)**
Please enter the names of all securityholders as shown on related securityholder documentation such as a holding or dividend statement.
- 6** **Seller(s) Securityholder Reference Number (SRN)**
The transfer cannot be processed without the SRN. This can be found on the issuer sponsored holding statement.
- 7** **Full name(s) of Buyer(s)/Transferee(s)**
Please enter the full names of the person(s)/company acquiring the securities. There is a maximum of (3) joint holders. Securities cannot be registered in an unincorporated trading name/business or in the name of a trust, a superannuation fund, a minor, an estate or a deceased person's name. If transferred into an existing holding you must write the name (and address details) of the existing holding exactly as they currently appear on the register.
- 8** **Full postal address of Buyer(s)**
Please enter the address in full including the postcode. If transferring to an existing account, the address must match the current registration details exactly. Only one address may be recorded, irrespective of the number of buyers.
- 9** **Buyer(s) Securityholder Reference Number (SRN)**
If the Buyer is an existing holder of securities in this company please enter their SRN. This field should only be completed if applicable.
- 10 11** **Signing Requirements - Both Seller(s) and Buyer(s)"**
It is important that the Transfer Form is signed correctly. Please follow the instructions below carefully to avoid it being returned to you for correction/further action
Signing Requirements based on the capacity of the Seller(s) and Buyer(s)
The signing requirements vary depending on the capacity of both the Seller(s) and Buyer(s). They are as follows:
Individual: where the holding is in one name, the securityholder must sign.
Joint Holding: where the holding is in more than one name, all of the securityholders must sign.
Power of Attorney: to sign as Power of Attorney (POA), you must have already lodged the POA with the registry. Alternatively, attach an original certified copy of the POA to this form.
Companies: either two Directors OR a Director and Secretary OR a Sole Director and Sole Company Secretary OR a Sole Director (if no Company Secretary exists) must sign (in accordance with the Corporations Act).
Overseas companies: companies incorporated outside Australia must sign as above, or provide documentation showing that the company can sign in an alternate manner.
Deceased Estates: when the holding is in the name of an estate, all executor(s)/administrator(s) are required to sign. When the executors and beneficiaries are the same people, they will need to sign as seller and buyer. Signing must also comply with any Probate requirements.
All Seller(s) and Buyer(s) must:
 - a. state the capacity in which they are signing by crossing out titles that are not applicable
 - b. sign in the appropriate boxes
 - c. enter the date on which the Transfer Form was signed
 - d. provide contact details in case we need to make contact with you about registration of the Transfer.

Section B - Payment details

Payment Amount - AUD\$50.00 per transfer (inclusive of GST). Refer to the Checklist on the front page of this document for additional information regarding the lodgement of multiple transfers for the same seller.

Please select payment method (place a cross in the box)

☐ Credit card payment ☐ Visa ☐ Mastercard ☐ AMEX

Card Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiry Date

M	M	Y	Y
---	---	---	---

(Please ensure that you provide valid and current credit card details)

Name on card

--

Signature of cardholder

--

OR

☐ Cheque or Money Order or Bank Draft

Make cheque, money order or bank draft payable to "Computershare Investor Services Pty Limited" in Australian currency and cross it "Not Negotiable"

Drawer

--

Cheque Number

--

BSB Number

--

Account Number

--

Amount of Cheque

AU\$

T R F B

DO NOT DETACH



Standard Transfer Form

Please use block letters and black or blue pen when completing this form, where relevant

1	Details of Issuer	Full Name of Company/Trust in which Securities are held AUTOMOTIVE HOLDINGS GROUP LIMITED	ASX Code for the Company/Trust AHE	State or Territory of Registration WA
2	Description of Securities	Class (for example Ordinary Fully Paid Shares, Options and applicable expiry date, etc.) Ordinary Fully Paid Shares		
3	Quantity of Securities	Amount in Words Seven million, twenty seven thousand, nine hundred and thirty three		Figures 7,027,933
4	Consideration - value of transfer	\$ 17,148,157		Date of Transfer 09 / 07 / 12
5	Full registered name(s) of Seller(s)/ Transferor(s)	Title Given name(s)/Company name/Estate name Surname JOVE MANAGEMENT PTY LTD <WHEATLEY FAMILY A/C>		
6	Seller(s) Securityholder Reference Number	SRN (must be quoted) 		
Buyer must be a legal entity Please refer to Section A	7	Full name(s) of Buyer(s)/ Transferee(s) Title Given name(s)/Company name Surname AP EAGERS LIMITED		
	8	Full postal address of Buyer(s) PO BOX 199 FORTITUDE VALLEY QLD Postcode 4006 Country Australia		
9	Buyer(s) Securityholder Reference Number	SRN (if transferring to an existing account) 		

I/We the registered holder(s) and undersigned seller(s) for the above consideration do hereby transfer to the above named hereinafter called the buyer(s) the securities as specified above standing in my/our name(s) in the books of the above company, subject to the several conditions on which I/we held the same at the time of signing hereof and I/We the buyer(s) do hereby agree to accept the said securities subject to the same conditions.
 I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed (if applicable).

Please ensure you sign in the box matching to your capacity Important: Full signing requirements in Section A	10	All Seller(s) must sign here	Individual or Securityholder 1 or Executor 1 Director Names of Signatory 1 (please print) _____ Date: ____/____/____ Contact Name: _____ Daytime Phone Number : _____ Email Address: _____	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable) Names of Signatory 2 (please print) _____ Date: ____/____/____ Contact Name: _____ Daytime Phone Number : _____ Email Address: _____	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable) Names of Signatory 3 (please print) _____ Date: ____/____/____ Contact Name: _____ Daytime Phone Number : _____ Email Address: _____
	11	All Buyer(s) must sign here	Individual or Securityholder 1 or Executor 1 Director Names of Signatory 1 (please print) _____ Date: ____/____/____ Contact Name: _____ Daytime Phone Number : _____ Email Address: _____	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable) Names of Signatory 2 (please print) _____ Date: ____/____/____ Contact Name: _____ Daytime Phone Number : _____ Email Address: _____	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable) Names of Signatory 3 (please print) _____ Date: ____/____/____ Contact Name: _____ Daytime Phone Number : _____ Email Address: _____

Section C - Documentation Requirements (these are only required to be submitted for the SELLER)

This section provides details of the documentation that must be returned with the transfer form depending on the type of holding and the registered details of the seller(s).

If you are unsure of the Identification Documentation requirements for your type of holding or you do not have the requested documents, please contact Computershare on 1300 850 505 or +61 3 9415 4000.

Holder Type	Holder Type Example	Identification Documents that MUST be provided
Individual	SAM SAMPLE OR SAM SAMPLE <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport
Joint	SAM SAMPLE + JANE SMITH OR SAM SAMPLE + JANE SMITH <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport for each registered holder
Company	ABC PTY LIMITED OR ABC PTY LIMITED <SMITH FAMILY A/C> ABC PLC OR ABC PLC <SMITH FAMILY A/C>	> Original certified copy of the most recent Company Statement issued by ASIC and original certified copy of current driver's licence or passport for each Officeholder who has signed the transfer form. Please ensure that the Company Key on your Company Statement is masked so that it is not visible OR > Foreign registered companies must provide a document issued by the relevant foreign registration body outlining current Officeholders and original certified copy of current driver's licence or passport for each Officeholder or joint holder who has signed the transfer form

Important Note:

Where the transfer form has been signed under **Power of Attorney**, the Power of Attorney must have already been lodged with Computershare or an original certified copy must be provided with the transfer form. Additionally, ALL required Identification Documentation outlined above must be provided for the seller(s). If the seller(s) include a company, then Identification Documentation must be provided for any two of the Officeholders listed in the Company Statement or equivalent document (unless there is a Sole Director or Sole Director/Secretary in which case documentation for that Officeholder only is required).

This is how to certify a document

An authorised person **must** check and sign a copy of an original document to state that it is a valid document. The person certifying the photocopy must be authorised to do so under State/Territory law. These are some of the people who may certify photocopies:

- Legal Practitioner
- Justices of the peace
- Chartered or certified practicing accountants
- Legally qualified medical practitioners
- Members of the police force
- Managers of banks, building societies or credit unions
- Pharmacists

The person certifying the document must state their title, name and contact details (including telephone number).

The certification must state that the copy is a "true and correct" copy of the original document.

If the document has more than one page, the certification must either state the number of pages it relates to, or each page of the photocopy must be certified.

The signature of the person certifying the photocopy must be the original signature, and not photocopied.

Terms & Conditions

- By submitting an off-market transfer form to Computershare Investor Services Pty Ltd (ABN 48 078 279 277) (**Computershare**) and requesting that Computershare proceed to register the transfer, you agree to be bound by these terms and conditions.
- Computershare will conduct reasonable security validation checks (**Services**) on receipt of an off-market transfer form (with requested accompanying documentation) and in consideration for payment of the designated fee. The designated fee will be published on Computershare's website www.investorcentre.com or can be otherwise obtained by contacting Computershare on 1300 850 505 or +61 3 9415 4000.
- Computershare will require a reasonable time to perform the Services and process the transfer and this may take longer than the standard settlement time of 3 business days, particularly for international transfers.
- Computershare reserves the right to request additional information in circumstances where a transfer form has not been properly completed or where the transfer appears to be improper or unauthorised and to delay or refuse processing the transfer in those circumstances.
- Computershare performs the Services as a reasonable precaution to reduce the risk that a transfer is fraudulent, unauthorised or improper, however, Computershare's processing, accepting or registering a transfer is not equivalent to a guarantee or any assurance that the transfer is genuine, effective or has been authorised.
- Nothing in these terms and conditions operates to exclude, restrict or modify the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* or any other applicable statute, where to do so would contravene that statute, or cause any part of these terms and conditions to be void (**Non-excludable Obligation**).
- If a transfer is withdrawn for a reason other than a material breach of these terms and conditions by Computershare, or contravention of a Non-Excludable Obligation by Computershare, Computershare is entitled to retain any fee already provided.
- Subject to clause 6 above, Computershare will not be liable to you or any third party for any loss or damage, including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity or indirect or consequential loss or damage suffered or incurred due to:
 - delays in processing, or a refusal to process, the transfer; or
 - Computershare registering a transfer in good faith which is subsequently shown to be fraudulent, unauthorised or improper.
- These terms and conditions are governed by the laws of the State within the Commonwealth of Australia in which the services are performed by Computershare.

Privacy notice

Personal information is collected by Computershare for the purpose of conducting reasonable security checks and maintaining registers of securityholders as required or permitted by the Corporations Act 2001 and other legislation. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. It may also be used for the purpose of undertaking independent verification of the information provided. If you would like details of your personal information held by Computershare, or you would like to correct information that is inaccurate, incorrect or out of date, please contact Computershare using the details provided on the front of this form or e-mail privacy@computershare.com.au.

B

Return your information:

By Mail:
Computershare Investor Services Pty Limited
GPO Box 2975 Melbourne
Victoria 3001 Australia

Enquiries:

(within Australia) 1300 850 505
(international) 61 3 9415 4000



www.investorcentre.com/contact

Registered
Name(s)

P F V PTY LTD <WHEATLEY UNIT A/C>

Registered
Address

6 PULO RD
MT PLEASANT WA

6 1 5 3

Securityholder Reference Number (SRN)

Use a **black** pen.
Print in **CAPITAL** letters.

A B C

1 2 3

Please read the following instructions carefully before completing this form

The Standard Transfer Form you requested is included in this booklet. It is important that the Transfer Form is accurate and complete and all requirements have been met to avoid the form being returned to you for correction or further action.

When should you NOT use this form?

Do not use this form if you are buying/selling/transferring broker sponsored/CHESS securities. You must contact your broker to perform this transaction. To check whether you have a broker sponsored/CHESS holding, you should look at your Holder Identification Number. If the number begins with an "X" or "L" you will need to contact your broker.

What to do if you hold certificates

If the holding is certificated, please enclose the original certificate(s) with the transfer form when it is returned for registration. If the original certificate(s) are not provided, the transfer may be returned.

If you are unable to locate your certificates please contact Computershare on the above number.

Stamp Duty requirements for unlisted securities

If the securities being transferred are not listed on the Australian Securities Exchange (or other recognised exchange), Stamp Duty may be payable. We understand Stamp Duty is only payable in New South Wales and South Australia, however you should confirm this. Assessment and payment of stamp duty (if applicable) must be made prior to sending the transfer form to Computershare.

Do you need to complete more than one Transfer Form?

You must complete and return a separate Transfer Form for each class of security and each registered holding. For example, if you are transferring ordinary fully paid shares and also options, you will require two transfer forms.

How do I complete the form?

Carefully read and follow the instructions for Sections A, B and C when completing the form.

What if I make a mistake when I'm completing the form?

If you make any alteration to the form, it MUST be initialled by both the Seller(s) and the Buyer(s). If you increase the amount of securities being transferred or you use correction fluid or tape, we cannot accept the transfer, even if it has been initialled. You will need to complete a new Transfer Form.

Who do I contact if I need help with completing the Transfer Form?

You can complete the form online via our website at www.investorcentre.com by clicking on Forms. Our electronic transfer form will guide you through the process step by step. Alternatively, you can contact Computershare on the above number.

Where do I return the form?

The original transfer form must be returned to Computershare. We cannot accept a copy, fax or email, so return it by post to the address above. **DO NOT DETACH any part of this form.** All pages must be returned. If all pages are not returned, we may not be able to register the transfer.

Your checklist – what you need to do to complete this form

Section A

☐

Follow the instructions in Section A carefully to complete the Transfer Form.

Section B

☐

*A fee of AU\$50 (per transfer, inclusive of GST) is payable for security validation services prior to the registration of each transfer. For more information please refer to the Terms and Conditions in this document.

*Where **multiple transfers** are submitted together for the **same seller** or joint sellers at the **same time**, a single AU\$50 fee may be charged. This will only apply for transfers where the seller's registered name and address details are exactly the same on each transfer.

A fee is **not payable** if securities are being transferred directly from a **deceased estate** either to the executor(s) or directly to the beneficiaries of the estate

Section C

☐

For security validation purposes the seller(s) must provide copies of originally certified documentation to verify their identity. Section C outlines documentation that must be returned depending on the type of holding and the registered details of the seller(s) and instructions to certify documents.

Section A - Completing the transfer form.

Please use block letters and black or blue pen when completing this form, where relevant

- 1** **Details of Issuer**
Full Name of Company/Trust in which Securities are held - The full name of the company or trust in which the securities being transferred or sold are held.
ASX Code for the Company/Trust - Please enter the three (3) letter Australian Securities Exchange (ASX) code, if the security is listed on the ASX.
State or Territory of Registration - The State in which the company or trust is registered. This can usually be found on documentation relating to the securityholding.
- 2** **Description of Securities**
Class - for example Fully Paid Ordinary Shares, Unsecured Convertible Notes, Options and applicable expiry date, Partly Paid Shares, Units etc.
If not fully paid, paid to - Only complete this section if securities are partly paid.
- 3** **Quantity of Securities**
The number of securities being transferred (amount both in words and figures)
- 4** **Consideration - value of transfer**
The consideration paid for the securities or otherwise the approximate market value of the securities on the date of transfer. The market price can be found in daily newspapers and at www.asx.com.au
Date of Transfer - Enter the date of purchase/transfer of the securities. This is the date the transfer has been effected between the Seller and Buyer.
- 5** **Full registered name(s) of Seller(s)/Transferor(s)**
Please enter the names of all securityholders as shown on related securityholder documentation such as a holding or dividend statement.
- 6** **Seller(s) Securityholder Reference Number (SRN)**
The transfer cannot be processed without the SRN. This can be found on the issuer sponsored holding statement.
- 7** **Full name(s) of Buyer(s)/Transferee(s)**
Please enter the full names of the person(s)/company acquiring the securities. There is a maximum of (3) joint holders. Securities cannot be registered in an unincorporated trading name/business or in the name of a trust, a superannuation fund, a minor, an estate or a deceased person's name. If transferred into an existing holding you must write the name (and address details) of the existing holding exactly as they currently appear on the register.
- 8** **Full postal address of Buyer(s)**
Please enter the address in full including the postcode. If transferring to an existing account, the address must match the current registration details exactly. Only one address may be recorded, irrespective of the number of buyers.
- 9** **Buyer(s) Securityholder Reference Number (SRN)**
If the Buyer is an existing holder of securities in this company please enter their SRN. This field should only be completed if applicable.
- 10 11** **Signing Requirements - Both Seller(s) and Buyer(s)**
It is important that the Transfer Form is signed correctly. Please follow the instructions below carefully to avoid it being returned to you for correction/further action
Signing Requirements based on the capacity of the Seller(s) and Buyer(s)
The signing requirements vary depending on the capacity of both the Seller(s) and Buyer(s). They are as follows:

Individual:	where the holding is in one name, the securityholder must sign.
Joint Holding:	where the holding is in more than one name, all of the securityholders must sign.
Power of Attorney:	to sign as Power of Attorney (POA), you must have already lodged the POA with the registry. Alternatively, attach an original certified copy of the POA to this form.
Companies:	either two Directors OR a Director and Secretary OR a Sole Director and Sole Company Secretary OR a Sole Director (if no Company Secretary exists) must sign (in accordance with the Corporations Act).
Overseas companies:	companies incorporated outside Australia must sign as above, or provide documentation showing that the company can sign in an alternate manner.
Deceased Estates:	when the holding is in the name of an estate, all executor(s)/administrator(s) are required to sign. When the executors and beneficiaries are the same people, they will need to sign as seller and buyer. Signing must also comply with any Probate requirements.

All Seller(s) and Buyer(s) must:
 - state the capacity in which they are signing by crossing out titles that are not applicable
 - sign in the appropriate boxes
 - enter the date on which the Transfer Form was signed
 - provide contact details in case we need to make contact with you about registration of the Transfer.

Section B - Payment details

Payment Amount - AUD\$50.00 per transfer (inclusive of GST). Refer to the Checklist on the front page of this document for additional information regarding the lodgement of multiple transfers for the same seller.

Please select payment method (place a cross in the box)

☐ Credit card payment ☐ Visa ☐ Mastercard ☐ AMEX

Card Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiry Date

M	M	Y	Y
---	---	---	---

(Please ensure that you provide valid and current credit card details)

Name on card

--

Signature of cardholder

--

OR

☐ Cheque or Money Order or Bank Draft

Make cheque, money order or bank draft payable to "Computershare Investor Services Pty Limited" in Australian currency and cross it "Not Negotiable"

Drawer

--

Cheque Number

--

BSB Number

--

Account Number

--

Amount of Cheque

AUS

Standard Transfer Form

Please use block letters and black or blue pen when completing this form, where relevant

1	Details of Issuer	Full Name of Company/Trust in which Securities are held AUTOMOTIVE HOLDINGS GROUP LIMITED	ASX Code for the Company/Trust AHE	State or Territory of Registration WA												
2	Description of Securities	Class (for example Ordinary Fully Paid Shares, Options and applicable expiry date, etc.) Ordinary Fully Paid Shares														
3	Quantity of Securities	Amount in Words Six million, six thousand, two hundred and twenty six	Figures 6,006,226													
4	Consideration - value of transfer	\$ 14,655,190		Date of Transfer 09 / 07 / 12												
5	Full registered name(s) of Seller(s)/ Transferor(s)	Title Given name(s)/Company name/Estate name Surname P F V PTY LTD <WHEATLEY UNIT A/C>														
6	Seller(s) Securityholder Reference Number	SRN (must be quoted) 														
Buyer must be a legal entity Please refer to Section A	7	Title Given name(s)/Company name Surname AP EAGERS LIMITED														
	8	Full postal address of Buyer(s) PO BOX 199 FORTITUDE VALLEY QLD 4006 Australia														
9	Buyer(s) Securityholder Reference Number	SRN (if transferring to an existing account) 														
I/We the registered holder(s) and undersigned seller(s) for the above consideration do hereby transfer to the above named hereinafter called the buyer(s) the securities as specified above standing in my/our name(s) in the books of the above company, subject to the several conditions on which I/we held the same at the time of signing hereof and I/We the buyer(s) do hereby agree to accept the said securities subject to the same conditions. I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed (if applicable).																
Please ensure you sign in the box matching to your capacity Important: Full signing requirements in Section A	10	All Seller(s) must sign here <table border="1"> <tr> <td>Individual or Securityholder 1 or Executor 1 Director</td> <td>Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)</td> <td>Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)</td> </tr> <tr> <td>Names of Signatory 1 (please print)</td> <td>Names of Signatory 2 (please print)</td> <td>Names of Signatory 3 (please print)</td> </tr> <tr> <td>Date: ____/____/____</td> <td colspan="2">Contact Name: _____</td> </tr> <tr> <td colspan="2">Daytime Phone Number : _____</td> <td>Email Address: _____</td> </tr> </table>			Individual or Securityholder 1 or Executor 1 Director	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)	Names of Signatory 1 (please print)	Names of Signatory 2 (please print)	Names of Signatory 3 (please print)	Date: ____/____/____	Contact Name: _____		Daytime Phone Number : _____		Email Address: _____
	Individual or Securityholder 1 or Executor 1 Director	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)													
Names of Signatory 1 (please print)	Names of Signatory 2 (please print)	Names of Signatory 3 (please print)														
Date: ____/____/____	Contact Name: _____															
Daytime Phone Number : _____		Email Address: _____														
11	All Buyer(s) must sign here <table border="1"> <tr> <td>Individual or Securityholder 1 or Executor 1 Director</td> <td>Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)</td> <td>Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)</td> </tr> <tr> <td>Names of Signatory 1 (please print)</td> <td>Names of Signatory 2 (please print)</td> <td>Names of Signatory 3 (please print)</td> </tr> <tr> <td>Date: ____/____/____</td> <td colspan="2">Contact Name: _____</td> </tr> <tr> <td colspan="2">Daytime Phone Number : _____</td> <td>Email Address: _____</td> </tr> </table>			Individual or Securityholder 1 or Executor 1 Director	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)	Names of Signatory 1 (please print)	Names of Signatory 2 (please print)	Names of Signatory 3 (please print)	Date: ____/____/____	Contact Name: _____		Daytime Phone Number : _____		Email Address: _____	
Individual or Securityholder 1 or Executor 1 Director	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)														
Names of Signatory 1 (please print)	Names of Signatory 2 (please print)	Names of Signatory 3 (please print)														
Date: ____/____/____	Contact Name: _____															
Daytime Phone Number : _____		Email Address: _____														

Section C - Documentation Requirements (these are only required to be submitted for the SELLER)

This section provides details of the documentation that must be returned with the transfer form depending on the type of holding and the registered details of the seller(s).

If you are unsure of the Identification Documentation requirements for your type of holding or you do not have the requested documents, please contact Computershare on 1300 850 505 or +61 3 9415 4000.

Holder Type	Holder Type Example	Identification Documents that MUST be provided
Individual	SAM SAMPLE OR SAM SAMPLE <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport
Joint	SAM SAMPLE + JANE SMITH OR SAM SAMPLE + JANE SMITH <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport for each registered holder
Company	ABC PTY LIMITED OR ABC PTY LIMITED <SMITH FAMILY A/C> ABC PLC OR ABC PLC <SMITH FAMILY A/C>	> Original certified copy of the most recent Company Statement issued by ASIC and original certified copy of current driver's licence or passport for each Officeholder who has signed the transfer form. Please ensure that the Company Key on your Company Statement is masked so that it is not visible OR > Foreign registered companies must provide a document issued by the relevant foreign registration body outlining current Officeholders and original certified copy of current driver's licence or passport for each Officeholder or joint holder who has signed the transfer form

Important Note:

Where the transfer form has been signed under **Power of Attorney**, the Power of Attorney must have already been lodged with Computershare or an original certified copy must be provided with the transfer form. Additionally, ALL required Identification Documentation outlined above must be provided for the seller(s). If the seller(s) include a company, then Identification Documentation must be provided for any two of the Officeholders listed in the Company Statement or equivalent document (unless there is a Sole Director or Sole Director/Secretary in which case documentation for that Officeholder only is required).

This is how to certify a document

An authorised person **must** check and sign a copy of an original document to state that it is a valid document. The person certifying the photocopy must be authorised to do so under State/Territory law. These are some of the people who may certify photocopies:

- Legal Practitioner
- Chartered or certified practicing accountants
- Members of the police force
- Pharmacists
- Justices of the peace
- Legally qualified medical practitioners
- Managers of banks, building societies or credit unions

The person certifying the document must state their title, name and contact details (including telephone number).

The certification must state that the copy is a "true and correct" copy of the original document.

If the document has more than one page, the certification must either state the number of pages it relates to, or each page of the photocopy must be certified.

The signature of the person certifying the photocopy must be the original signature, and not photocopied.

Terms & Conditions

- By submitting an off-market transfer form to Computershare Investor Services Pty Ltd (ABN 48 078 279 277) (Computershare) and requesting that Computershare proceed to register the transfer, you agree to be bound by these terms and conditions.
- Computershare will conduct reasonable security validation checks (Services) on receipt of an off-market transfer form (with requested accompanying documentation) and in consideration for payment of the designated fee. The designated fee will be published on Computershare's website www.investorcentre.com or can be otherwise obtained by contacting Computershare on 1300 850 505 or +61 3 9415 4000.
- Computershare will require a reasonable time to perform the Services and process the transfer and this may take longer than the standard settlement time of 3 business days, particularly for international transfers.
- Computershare reserves the right to request additional information in circumstances where a transfer form has not been properly completed or where the transfer appears to be improper or unauthorised and to delay or refuse processing the transfer in those circumstances.
- Computershare performs the Services as a reasonable precaution to reduce the risk that a transfer is fraudulent, unauthorised or improper, however, Computershare's processing, accepting or registering a transfer is not equivalent to a guarantee or any assurance that the transfer is genuine, effective or has been authorised.
- Nothing in these terms and conditions operates to exclude, restrict or modify the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* or any other applicable statute, where to do so would contravene that statute, or cause any part of these terms and conditions to be void (**Non-excludable Obligation**).
- If a transfer is withdrawn for a reason other than a material breach of these terms and conditions by Computershare, or contravention of a Non-Excludable Obligation by Computershare, Computershare is entitled to retain any fee already provided.
- Subject to clause 6 above, Computershare will not be liable to you or any third party for any loss or damage, including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity or indirect or consequential loss or damage suffered or incurred due to:
 - delays in processing, or a refusal to process, the transfer; or
 - Computershare registering a transfer in good faith which is subsequently shown to be fraudulent, unauthorised or improper.
- These terms and conditions are governed by the laws of the State within the Commonwealth of Australia in which the services are performed by Computershare.

Privacy notice

Personal information is collected by Computershare for the purpose of conducting reasonable security checks and maintaining registers of securityholders as required or permitted by the Corporations Act 2001 and other legislation. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. It may also be used for the purpose of undertaking independent verification of the information provided. If you would like details of your personal information held by Computershare, or you would like to correct information that is inaccurate, incorrect or out of date, please contact Computershare using the details provided on the front of this form or e-mail privacy@computershare.com.au.

Return your information:



By Mail:

Computershare Investor Services Pty Limited
GPO Box 2975 Melbourne
Victoria 3001 Australia

Enquiries:



(within Australia) 1300 850 505
(international) 61 3 9415 4000



www.investorcentre.com/contact

Registered
Name(s)

P F V PTY LTD <WHEATLEY UNIT A/C>.

Registered
Address

6 PULO RD
MT PLEASANT WA

6 1 5 3

Securityholder Reference Number (SRN)

Use a **black pen**.
Print in **CAPITAL** letters.

A B C

1 2 3

Please read the following instructions carefully before completing this form

The Standard Transfer Form you requested is included in this booklet. It is important that the Transfer Form is accurate and complete and all requirements have been met to avoid the form being returned to you for correction or further action.

When should you NOT use this form?

Do not use this form if you are buying/selling/transferring broker sponsored/CHESS securities. You must contact your broker to perform this transaction. To check whether you have a broker sponsored/CHESS holding, you should look at your Holder Identification Number. If the number begins with an "X" or "L" you will need to contact your broker.

What to do if you hold certificates

If the holding is certificated, please enclose the original certificate(s) with the transfer form when it is returned for registration. If the original certificate(s) are not provided, the transfer may be returned.

If you are unable to locate your certificates please contact Computershare on the above number.

Stamp Duty requirements for unlisted securities

If the securities being transferred are not listed on the Australian Securities Exchange (or other recognised exchange), Stamp Duty may be payable. We understand Stamp Duty is only payable in New South Wales and South Australia, however you should confirm this. Assessment and payment of stamp duty (if applicable) must be made prior to sending the transfer form to Computershare.

Do you need to complete more than one Transfer Form?

You must complete and return a separate Transfer Form for each class of security and each registered holding. For example, if you are transferring ordinary fully paid shares and also options, you will require two transfer forms.

How do I complete the form?

Carefully read and follow the instructions for Sections A, B and C when completing the form.

What if I make a mistake when I'm completing the form?

If you make any alteration to the form, it **MUST** be initialled by both the Seller(s) and the Buyer(s). If you increase the amount of securities being transferred or you use correction fluid or tape, we cannot accept the transfer, even if it has been initialled. You will need to complete a new Transfer Form.

Who do I contact if I need help with completing the Transfer Form?

You can complete the form online via our website at www.investorcentre.com by clicking on Forms. Our electronic transfer form will guide you through the process step by step. Alternatively, you can contact Computershare on the above number.

Where do I return the form?

The original transfer form must be returned to Computershare. We cannot accept a copy, fax or email, so return it by post to the address above. **DO NOT DETACH any part of this form.** All pages must be returned. If all pages are not returned, we may not be able to register the transfer.

Your checklist – what you need to do to complete this form

Section A

☐

Follow the instructions in Section A carefully to complete the Transfer Form.

Section B

☐

*A fee of AU\$50 (per transfer, inclusive of GST) is payable for security validation services prior to the registration of each transfer. For more information please refer to the Terms and Conditions in this document.

*Where **multiple transfers** are submitted together for the **same seller** or joint sellers at the **same time**, a single AU\$50 fee may be charged. This will only apply for transfers where the seller's registered name and address details are exactly the same on each transfer.

A fee is **not payable** if securities are being transferred directly from a **deceased estate** either to the executor(s) or directly to the beneficiaries of the estate

Section C

☐

For security validation purposes the seller(s) must provide copies of originally certified documentation to verify their identity. Section C outlines documentation that **must** be returned depending on the type of holding and the registered details of the seller(s) and instructions to certify documents.

Section A - Completing the transfer form.

Please use block letters and black or blue pen when completing this form, where relevant

- 1** **Details of Issuer**
Full Name of Company/Trust in which Securities are held - The full name of the company or trust in which the securities being transferred or sold are held.
ASX Code for the Company/Trust - Please enter the three (3) letter Australian Securities Exchange (ASX) code, if the security is listed on the ASX.
State or Territory of Registration - The State in which the company or trust is registered. This can usually be found on documentation relating to the securityholding.
- 2** **Description of Securities**
Class - for example Fully Paid Ordinary Shares, Unsecured Convertible Notes, Options and applicable expiry date, Partly Paid Shares, Units etc.
If not fully paid, paid to - Only complete this section if securities are partly paid.
- 3** **Quantity of Securities**
The number of securities being transferred (amount both in words and figures)
- 4** **Consideration - value of transfer**
The consideration paid for the securities or otherwise the approximate market value of the securities on the date of transfer. The market price can be found in daily newspapers and at www.asx.com.au
Date of Transfer - Enter the date of purchase/transfer of the securities. This is the date the transfer has been effected between the Seller and Buyer.
- 5** **Full registered name(s) of Seller(s)/Transferor(s)**
Please enter the names of all securityholders as shown on related securityholder documentation such as a holding or dividend statement.
- 6** **Seller(s) Securityholder Reference Number (SRN)**
The transfer cannot be processed without the SRN. This can be found on the issuer sponsored holding statement.
- 7** **Full name(s) of Buyer(s)/Transferee(s)**
Please enter the full names of the person(s)/company acquiring the securities. There is a maximum of (3) joint holders. Securities cannot be registered in an unincorporated trading name/business or in the name of a trust, a superannuation fund, a minor, an estate or a deceased person's name. If transferred into an existing holding you must write the name (and address details) of the existing holding exactly as they currently appear on the register.
- 8** **Full postal address of Buyer(s)**
Please enter the address in full including the postcode. If transferring to an existing account, the address must match the current registration details exactly. Only one address may be recorded, irrespective of the number of buyers.
- 9** **Buyer(s) Securityholder Reference Number (SRN)**
If the Buyer is an existing holder of securities in this company please enter their SRN. This field should only be completed if applicable.
- 10 11** **Signing Requirements - Both Seller(s) and Buyer(s)**
It is important that the Transfer Form is signed correctly. Please follow the instructions below carefully to avoid it being returned to you for correction/further action
Signing Requirements based on the capacity of the Seller(s) and Buyer(s)
The signing requirements vary depending on the capacity of both the Seller(s) and Buyer(s). They are as follows:
Individual: where the holding is in one name, the securityholder must sign.
Joint Holding: where the holding is in more than one name, all of the securityholders must sign.
Power of Attorney: to sign as Power of Attorney (POA), you must have already lodged the POA with the registry. Alternatively, attach an original certified copy of the POA to this form.
Companies: either two Directors OR a Director and Secretary OR a Sole Director and Sole Company Secretary OR a Sole Director (if no Company Secretary exists) must sign (in accordance with the Corporations Act).
Overseas companies: companies incorporated outside Australia must sign as above, or provide documentation showing that the company can sign in an alternate manner.
Deceased Estates: when the holding is in the name of an estate, all executor(s)/administrator(s) are required to sign. When the executors and beneficiaries are the same people, they will need to sign as seller and buyer. Signing must also comply with any Probate requirements.
All Seller(s) and Buyer(s) must:
 - a. state the capacity in which they are signing by crossing out titles that are not applicable
 - b. sign in the appropriate boxes
 - c. enter the date on which the Transfer Form was signed
 - d. provide contact details in case we need to make contact with you about registration of the Transfer.

Section B - Payment details

Payment Amount - AUD\$50.00 per transfer (inclusive of GST). Refer to the Checklist on the front page of this document for additional information regarding the lodgement of multiple transfers for the same seller.

Please select payment method (place a cross in the box)

☐ Credit card payment ☐ Visa ☐ Mastercard ☐ AMEX

Card Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Expiry Date

--	--	--	--	--	--

(Please ensure that you provide valid and current credit card details)

Name on card

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of cardholder

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

OR

☐ Cheque or Money Order or Bank Draft

Make cheque, money order or bank draft payable to "Computershare Investor Services Pty Limited" in Australian currency and cross it "Not Negotiable"

Drawer

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Cheque Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

BSB Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Account Number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Amount of Cheque

AU\$																			
------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

T R F B



Standard Transfer Form

Please use block letters and black or blue pen when completing this form, where relevant

1	Details of Issuer	Full Name of Company/Trust in which Securities are held AUTOMOTIVE HOLDINGS GROUP LIMITED	ASX Code for the Company/Trust AHE	State or Territory of Registration WA												
2	Description of Securities	Class (for example Ordinary Fully Paid Shares, Options and applicable expiry date, etc.) Ordinary Fully Paid Shares														
3	Quantity of Securities	Amount in Words Fourteen million, seven hundred and sixty nine thousand, five hundred and twenty eight	Figures 14,769,528													
4	Consideration - value of transfer	\$ 41,354,678		Date of Transfer 09 / 07 / 12												
5	Full registered name(s) of Seller(s)/ Transferor(s)	Title Given name(s)/Company name/Estate name Surname P F V PTY LTD <WHEATLEY UNIT A/C>														
6	Seller(s) Securityholder Reference Number	SRN (must be quoted) 														
Buyer must be a legal entity Please refer to Section A	7	Full name(s) of Buyer(s)/ Transferee(s)	Title Given name(s)/Company name Surname AP EAGERS LIMITED													
	8	Full postal address of Buyer(s)	PO BOX 199 FORTITUDE VALLEY QLD 4006 Australia													
9	Buyer(s) Securityholder Reference Number	SRN (if transferring to an existing account) 														
I/We the registered holder(s) and undersigned seller(s) for the above consideration do hereby transfer to the above named hereinafter called the buyer(s) the securities as specified above standing in my/our name(s) in the books of the above company, subject to the several conditions on which I/we held the same at the time of signing hereof and I/We the buyer(s) do hereby agree to accept the said securities subject to the same conditions. I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed (if applicable).																
Please ensure you sign in the box matching to your capacity Important: Full signing requirements in Section A	10	All Seller(s) must sign here	<table border="0"> <tr> <td>Individual or Securityholder 1 or Executor 1 Director</td> <td>Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)</td> <td>Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)</td> </tr> <tr> <td>Names of Signatory 1 (please print)</td> <td>Names of Signatory 2 (please print)</td> <td>Names of Signatory 3 (please print)</td> </tr> <tr> <td>Date: ____/____/____</td> <td>Contact Name: _____</td> <td></td> </tr> <tr> <td colspan="3">Daytime Phone Number : _____ Email Address: _____</td> </tr> </table>		Individual or Securityholder 1 or Executor 1 Director	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)	Names of Signatory 1 (please print)	Names of Signatory 2 (please print)	Names of Signatory 3 (please print)	Date: ____/____/____	Contact Name: _____		Daytime Phone Number : _____ Email Address: _____		
	Individual or Securityholder 1 or Executor 1 Director	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)													
Names of Signatory 1 (please print)	Names of Signatory 2 (please print)	Names of Signatory 3 (please print)														
Date: ____/____/____	Contact Name: _____															
Daytime Phone Number : _____ Email Address: _____																
11	All Buyer(s) must sign here	<table border="0"> <tr> <td>Individual or Securityholder 1 or Executor 1 Director</td> <td>Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)</td> <td>Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)</td> </tr> <tr> <td>Names of Signatory 1 (please print)</td> <td>Names of Signatory 2 (please print)</td> <td>Names of Signatory 3 (please print)</td> </tr> <tr> <td>Date: ____/____/____</td> <td>Contact Name: _____</td> <td></td> </tr> <tr> <td colspan="3">Daytime Phone Number : _____ Email Address: _____</td> </tr> </table>		Individual or Securityholder 1 or Executor 1 Director	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)	Names of Signatory 1 (please print)	Names of Signatory 2 (please print)	Names of Signatory 3 (please print)	Date: ____/____/____	Contact Name: _____		Daytime Phone Number : _____ Email Address: _____			
Individual or Securityholder 1 or Executor 1 Director	Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable)	Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable)														
Names of Signatory 1 (please print)	Names of Signatory 2 (please print)	Names of Signatory 3 (please print)														
Date: ____/____/____	Contact Name: _____															
Daytime Phone Number : _____ Email Address: _____																

Section C - Documentation Requirements (these are only required to be submitted for the SELLER)

This section provides details of the documentation that must be returned with the transfer form depending on the type of holding and the registered details of the seller(s).

If you are unsure of the Identification Documentation requirements for your type of holding or you do not have the requested documents, please contact Computershare on 1300 850 505 or +61 3 9415 4000.

Holder Type	Holder Type Example		Identification Documents that MUST be provided
Individual	SAM SAMPLE	OR SAM SAMPLE <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport
Joint	SAM SAMPLE + JANE SMITH	OR SAM SAMPLE + JANE SMITH <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport for each registered holder
Company	ABC PTY LIMITED	OR ABC PTY LIMITED <SMITH FAMILY A/C>	> Original certified copy of the most recent Company Statement issued by ASIC and original certified copy of current driver's licence or passport for each Officeholder who has signed the transfer form. Please ensure that the Company Key on your Company Statement is masked so that it is not visible OR > Foreign registered companies must provide a document issued by the relevant foreign registration body outlining current Officeholders and original certified copy of current driver's licence or passport for each Officeholder or joint holder who has signed the transfer form
	ABC PLC	OR ABC PLC <SMITH FAMILY A/C>	

Important Note:

Where the transfer form has been signed under **Power of Attorney**, the Power of Attorney must have already been lodged with Computershare or an original certified copy must be provided with the transfer form. Additionally, ALL required Identification Documentation outlined above must be provided for the seller(s). If the seller(s) include a company, then Identification Documentation must be provided for any two of the Officeholders listed in the Company Statement or equivalent document (unless there is a Sole Director or Sole Director/Secretary in which case documentation for that Officeholder only is required).

This is how to certify a document

An authorised person must check and sign a copy of an original document to state that it is a valid document. The person certifying the photocopy must be authorised to do so under State/Territory law. These are some of the people who may certify photocopies:

- Legal Practitioner
- Chartered or certified practicing accountants
- Members of the police force
- Pharmacists
- Justices of the peace
- Legally qualified medical practitioners
- Managers of banks, building societies or credit unions

The person certifying the document must state their title, name and contact details (including telephone number).

The certification must state that the copy is a "true and correct" copy of the original document.

If the document has more than one page, the certification must either state the number of pages it relates to, or each page of the photocopy must be certified.

The signature of the person certifying the photocopy must be the original signature, and not photocopied.

Terms & Conditions

- By submitting an off-market transfer form to Computershare Investor Services Pty Ltd (ABN 48 078 279 277) (Computershare) and requesting that Computershare proceed to register the transfer, you agree to be bound by these terms and conditions.
- Computershare will conduct reasonable security validation checks (Services) on receipt of an off-market transfer form (with requested accompanying documentation) and in consideration for payment of the designated fee. The designated fee will be published on Computershare's website www.investorcentre.com or can be otherwise obtained by contacting Computershare on 1300 850 505 or +61 3 9415 4000.
- Computershare will require a reasonable time to perform the Services and process the transfer and this may take longer than the standard settlement time of 3 business days, particularly for international transfers.
- Computershare reserves the right to request additional information in circumstances where a transfer form has not been properly completed or where the transfer appears to be improper or unauthorised and to delay or refuse processing the transfer in those circumstances.
- Computershare performs the Services as a reasonable precaution to reduce the risk that a transfer is fraudulent, unauthorised or improper, however, Computershare's processing, accepting or registering a transfer is not equivalent to a guarantee or any assurance that the transfer is genuine, effective or has been authorised.
- Nothing in these terms and conditions operates to exclude, restrict or modify the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* or any other applicable statute, where to do so would contravene that statute, or cause any part of these terms and conditions to be void (Non-excludable Obligation).
- If a transfer is withdrawn for a reason other than a material breach of these terms and conditions by Computershare, or contravention of a Non-Excludable Obligation by Computershare, Computershare is entitled to retain any fee already provided.
- Subject to clause 6 above, Computershare will not be liable to you or any third party for any loss or damage, including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity or indirect or consequential loss or damage suffered or incurred due to:
 - delays in processing, or a refusal to process, the transfer; or
 - Computershare registering a transfer in good faith which is subsequently shown to be fraudulent, unauthorised or improper.
- These terms and conditions are governed by the laws of the State within the Commonwealth of Australia in which the services are performed by Computershare.

Privacy notice

Personal information is collected by Computershare for the purpose of conducting reasonable security checks and maintaining registers of securityholders as required or permitted by the Corporations Act 2001 and other legislation. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. It may also be used for the purpose of undertaking independent verification of the information provided. If you would like details of your personal information held by Computershare, or you would like to correct information that is inaccurate, incorrect or out of date, please contact Computershare using the details provided on the front of this form or e-mail privacy@computershare.com.au.

Return your information:



By Mail:

Computershare Investor Services Pty Limited
GPO Box 2975 Melbourne
Victoria 3001 Australia

Enquiries:



(within Australia) 1300 850 505
(international) 61 3 9415 4000



www.investorcentre.com/contact

Registered
Name(s)

P F V PTY LTD <WHEATLEY UNIT A/C>

Registered
Address

6 PULO RD
MT PLEASANT WA

6 1 5 3

Securityholder Reference Number (SRN)

Use a black pen.
Print in CAPITAL letters.

A B C

1 2 3

Please read the following instructions carefully before completing this form

The Standard Transfer Form you requested is included in this booklet. It is important that the Transfer Form is accurate and complete and all requirements have been met to avoid the form being returned to you for correction or further action.

When should you NOT use this form?

Do not use this form if you are buying/selling/transferring broker sponsored/CHESS securities. You must contact your broker to perform this transaction. To check whether you have a broker sponsored/CHESS holding, you should look at your Holder Identification Number. If the number begins with an "X" or "L" you will need to contact your broker.

What to do if you hold certificates

If the holding is certificated, please enclose the original certificate(s) with the transfer form when it is returned for registration. If the original certificate(s) are not provided, the transfer may be returned.

If you are unable to locate your certificates please contact Computershare on the above number.

Stamp Duty requirements for unlisted securities

If the securities being transferred are not listed on the Australian Securities Exchange (or other recognised exchange), Stamp Duty may be payable. We understand Stamp Duty is only payable in New South Wales and South Australia, however you should confirm this. Assessment and payment of stamp duty (if applicable) must be made prior to sending the transfer form to Computershare.

Do you need to complete more than one Transfer Form?

You must complete and return a separate Transfer Form for each class of security and each registered holding. For example, if you are transferring ordinary fully paid shares and also options, you will require two transfer forms.

How do I complete the form?

Carefully read and follow the instructions for Sections A, B and C when completing the form.

What if I make a mistake when I'm completing the form?

If you make any alteration to the form, it MUST be initialled by both the Seller(s) and the Buyer(s). If you increase the amount of securities being transferred or you use correction fluid or tape, we cannot accept the transfer, even if it has been initialled. You will need to complete a new Transfer Form.

Who do I contact if I need help with completing the Transfer Form?

You can complete the form online via our website at www.investorcentre.com by clicking on Forms. Our electronic transfer form will guide you through the process step by step. Alternatively, you can contact Computershare on the above number.

Where do I return the form?

The original transfer form must be returned to Computershare. We cannot accept a copy, fax or email, so return it by post to the address above. **DO NOT DETACH any part of this form.** All pages must be returned. If all pages are not returned, we may not be able to register the transfer.

Your checklist – what you need to do to complete this form

Section A

☐

Follow the instructions in Section A carefully to complete the Transfer Form.

Section B

☐

*A fee of AU\$50 (per transfer, inclusive of GST) is payable for security validation services prior to the registration of each transfer. For more information please refer to the Terms and Conditions in this document.

*Where **multiple transfers** are submitted together for the **same seller** or joint sellers at the **same time**, a single AU\$50 fee may be charged. This will only apply for transfers where the seller's registered name and address details are exactly the same on each transfer.

A fee is **not payable** if securities are being transferred directly from a **deceased estate** either to the executor(s) or directly to the beneficiaries of the estate

Section C

☐

For security validation purposes the seller(s) must provide copies of originally certified documentation to verify their identity. Section C outlines documentation that must be returned depending on the type of holding and the registered details of the seller(s) and instructions to certify documents.

Standard Transfer Form

Please use block letters and black or blue pen when completing this form, where relevant

1	Details of Issuer	Full Name of Company/Trust in which Securities are held AUTOMOTIVE HOLDINGS GROUP LIMITED	ASX Code for the Company/Trust AHE	State or Territory of Registration WA
2	Description of Securities	Class (for example Ordinary Fully Paid Shares, Options and applicable expiry date, etc.) Ordinary Fully Paid Shares		
3	Quantity of Securities	Amount in Words Fourteen million, seven hundred and sixty nine thousand, five hundred and twenty eight	Figures 14,769,528	
4	Consideration - value of transfer	\$ 46,967,099		Date of Transfer 09 / 07 / 12
5	Full registered name(s) of Seller(s)/ Transferor(s)	Title Given name(s)/Company name/Estate name Surname P F V PTY LTD <WHEATLEY UNIT A/C>		
6	Seller(s) Securityholder Reference Number	SRN (must be quoted) 		
Buyer must be a legal entity Please refer to Section A	7	Title Given name(s)/Company name Surname AP EAGERS LIMITED <PFV SECURITY A/C>		
	8	Full postal address of Buyer(s) PO BOX 199 FORTITUDE VALLEY QLD 4006 Australia Postcode Country		
	9	Buyer(s) Securityholder Reference Number SRN (if transferring to an existing account) 		
I/We the registered holder(s) and undersigned seller(s) for the above consideration do hereby transfer to the above named hereinafter called the buyer(s) the securities as specified above standing in my/our name(s) in the books of the above company, subject to the several conditions on which I/we held the same at the time of signing hereof and I/we the buyer(s) do hereby agree to accept the said securities subject to the same conditions. I/We have not received any notice of revocation of the Power of Attorney by death of the grantor or otherwise, under which this transfer is signed (if applicable).				
Please ensure you sign in the box matching to your capacity Important: Full signing requirements in Section A	10	All Seller(s) must sign here Individual or Securityholder 1 or Executor 1 Director Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable) Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable) Names of Signatory 1 (please print) Names of Signatory 2 (please print) Names of Signatory 3 (please print) Date: ____/____/____ Contact Name: _____ Daytime Phone Number : _____ Email Address: _____		
	11	All Buyer(s) must sign here Individual or Securityholder 1 or Executor 1 Director Securityholder 2 or Executor 2 Director/Company Secretary (cross out titles as applicable) Securityholder 3 or Executor 3 Sole Director and Sole Company Secretary/ Sole Director (no Company Secretary) (cross out titles as applicable) Names of Signatory 1 (please print) Names of Signatory 2 (please print) Names of Signatory 3 (please print) Date: ____/____/____ Contact Name: _____ Daytime Phone Number : _____ Email Address: _____		

Section C - Documentation Requirements (these are only required to be submitted for the SELLER)

This section provides details of the documentation that must be returned with the transfer form depending on the type of holding and the registered details of the seller(s).

If you are unsure of the Identification Documentation requirements for your type of holding or you do not have the requested documents, please contact Computershare on 1300 850 505 or +61 3 9415 4000.

Holder Type	Holder Type Example		Identification Documents that MUST be provided
Individual	SAM SAMPLE	OR SAM SAMPLE <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport
Joint	SAM SAMPLE + JANE SMITH	OR SAM SAMPLE + JANE SMITH <SMITH FAMILY A/C>	> Original certified copy of current driver's licence or passport for each registered holder
Company	ABC PTY LIMITED	OR ABC PTY LIMITED <SMITH FAMILY A/C>	> Original certified copy of the most recent Company Statement issued by ASIC and original certified copy of current driver's licence or passport for each Officeholder who has signed the transfer form. Please ensure that the Company Key on your Company Statement is masked so that it is not visible OR > Foreign registered companies must provide a document issued by the relevant foreign registration body outlining current Officeholders and original certified copy of current driver's licence or passport for each Officeholder or joint holder who has signed the transfer form
	ABC PLC	OR ABC PLC <SMITH FAMILY A/C>	

Important Note:

Where the transfer form has been signed under **Power of Attorney**, the Power of Attorney must have already been lodged with Computershare or an original certified copy must be provided with the transfer form. Additionally, ALL required Identification Documentation outlined above must be provided for the seller(s). If the seller(s) include a company, then Identification Documentation must be provided for any two of the Officeholders listed in the Company Statement or equivalent document (unless there is a Sole Director or Sole Director/Secretary in which case documentation for that Officeholder only is required).

This is how to certify a document

An authorised person **must** check and sign a copy of an original document to state that it is a valid document. The person certifying the photocopy must be authorised to do so under State/Territory law. These are some of the people who may certify photocopies:

- Legal Practitioner
- Chartered or certified practicing accountants
- Members of the police force
- Pharmacists
- Justices of the peace
- Legally qualified medical practitioners
- Managers of banks, building societies or credit unions

The person certifying the document must state their title, name and contact details (including telephone number).

The certification must state that the copy is a "true and correct" copy of the original document.

If the document has more than one page, the certification must either state the number of pages it relates to, or each page of the photocopy must be certified.

The signature of the person certifying the photocopy must be the original signature, and not photocopied.

Terms & Conditions

- By submitting an off-market transfer form to Computershare Investor Services Pty Ltd (ABN 48 078 279 277) (Computershare) and requesting that Computershare proceed to register the transfer, you agree to be bound by these terms and conditions.
- Computershare will conduct reasonable security validation checks (Services) on receipt of an off-market transfer form (with requested accompanying documentation) and in consideration for payment of the designated fee. The designated fee will be published on Computershare's website www.investorcentre.com or can be otherwise obtained by contacting Computershare on 1300 850 505 or +61 3 9415 4000.
- Computershare will require a reasonable time to perform the Services and process the transfer and this may take longer than the standard settlement time of 3 business days, particularly for international transfers.
- Computershare reserves the right to request additional information in circumstances where a transfer form has not been properly completed or where the transfer appears to be improper or unauthorised and to delay or refuse processing the transfer in those circumstances.
- Computershare performs the Services as a reasonable precaution to reduce the risk that a transfer is fraudulent, unauthorised or improper, however, Computershare's processing, accepting or registering a transfer is not equivalent to a guarantee or any assurance that the transfer is genuine, effective or has been authorised.
- Nothing in these terms and conditions operates to exclude, restrict or modify the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* or any other applicable statute, where to do so would contravene that statute, or cause any part of these terms and conditions to be void (Non-excludable Obligation).
- If a transfer is withdrawn for a reason other than a material breach of these terms and conditions by Computershare, or contravention of a Non-Excludable Obligation by Computershare, Computershare is entitled to retain any fee already provided.
- Subject to clause 6 above, Computershare will not be liable to you or any third party for any loss or damage, including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity or indirect or consequential loss or damage suffered or incurred due to:
 - delays in processing ,or a refusal to process, the transfer; or
 - Computershare registering a transfer in good faith which is subsequently shown to be fraudulent, unauthorised or improper.
- These terms and conditions are governed by the laws of the State within the Commonwealth of Australia in which the services are performed by Computershare.

Privacy notice

Personal information is collected by Computershare for the purpose of conducting reasonable security checks and maintaining registers of securityholders as required or permitted by the Corporations Act 2001 and other legislation. Your personal information may be disclosed to our related bodies corporate, to external service companies such as print or mail service providers, or as otherwise required or permitted by law. It may also be used for the purpose of undertaking independent verification of the information provided. If you would like details of your personal information held by Computershare, or you would like to correct information that is inaccurate, incorrect or out of date, please contact Computershare using the details provided on the front of this form or e-mail privacy@computershare.com.au.