



GWA
Group Limited

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Level 2, HQ (South Tower)
520 Wickham Street
Fortitude Valley
QLD 4006

GPO Box 1411
Brisbane QLD 4001

17 July 2012

ASX On-Line
Manager Company Announcements
Australian Securities Exchange

Dear Sir

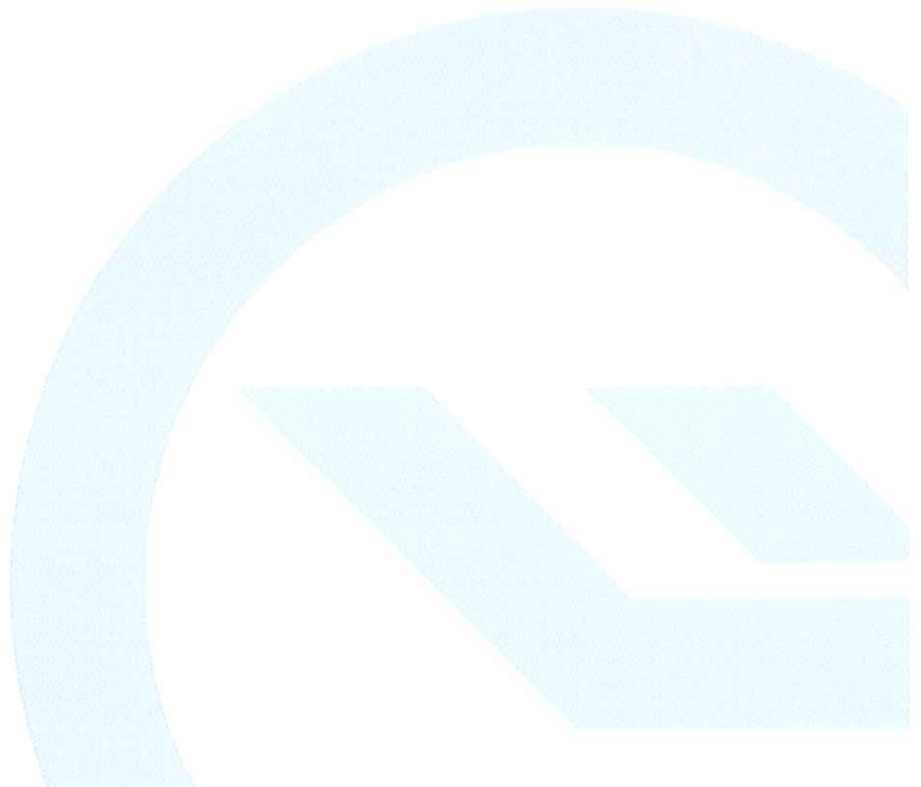
Notice of Ceasing to be a Substantial Holder

In accordance with section 671B of the Corporations Act 2001 (Cth), we attach a Notice of Ceasing to be a Substantial Holder (Form 605) in respect of Q Technology Group Limited.

Yours faithfully



R J Thornton
Executive Director



Form 605
Corporations Act 2001
Section 671B

Notice of ceasing to be a substantial holder

To Company Name/Scheme Q Technology Group Limited

ACN/ARSN ACN 009 259 876

1. Details of substantial holder (1)

Name GWA Group Limited (ACN 055 964 380) (GWA) and its subsidiaries listed in Annexure A (GWA Entities)

ACN/ARSN (if applicable) See above

The holder ceased to be a

substantial holder on 16 July 2012

The previous notice was given to the company on 18 June 2012

The previous notice was dated 18 June 2012

2. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest (2) of the substantial holder or an associate (3) in voting securities of the company or scheme, since the substantial holder was last required to give a substantial holding notice to the company or scheme are as follows:

Date of change	Person whose relevant interest changed	Nature of change (4)	Consideration given in relation to change (5)	Class (6) and number of securities affected	Person's votes affected
16 July 2012	GWA	Termination of the Call Option Deed dated 14 June 2012 between GWA and Bond Street Custodians Limited in its capacity as custodian for Helmsman Funds Management Limited in its capacity as trustee of the Helmsman Capital Fund Trust IIA pursuant to which a relevant interest was held. The Call Option Deed was terminated as a result of termination of the Scheme Implementation Agreement dated 14 June 2012 pursuant to the Deed of Termination dated 16 July 2012 between GWA and Q Technology Group Limited, a copy of which is attached as Annexure B.	Nil	28,049,813 ordinary shares (fully paid)	28,049,813

3. Changes in association

The persons who have become associates (3) of, ceased to be associates of, or have changed the nature of their association (7) with, the substantial holder in relation to voting interests in the company or scheme are as follows:

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

4. Addresses

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

Name	Address
GWA and GWA Entities	HQ South Tower Level 2 520 Wickham Street Fortitude Valley QLD 4006

Signature

print name Richard Thornton

capacity Director / Secretary

sign here



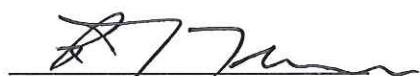
date 17 July 2012

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 4 of the form.
- (2) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (3) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (4) Include details of:
 - (a) any relevant agreement or other circumstances because of which the change in relevant interest occurred. 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.
- (5) 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.
- (6) The voting shares of a company constitute one class unless divided into separate classes.
- (7) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

Annexure A to Form 605

This is Annexure A of 1 page referred to in Form 605 signed by me and dated 17 July 2012.



Director/Secretary of GWA Group Limited

Austral Lock Pty Ltd

Bravis Climate Systems Pty Ltd

Canereb Pty Ltd

Caroma Holdings Limited

Caroma Industries (NZ) Limited

Caroma Industries Limited

Caroma International Pty Ltd

Caroma USA Inc

Corille Limited

Dorf Clark Industries Ltd

Dorf Industries (NZ) Ltd

Dux Manufacturing Limited

G Subs Pty Ltd

Gainsborough Hardware Industries Limited

Gliderol International Pty Limited

GWA Finance Pty Limited

GWA Group Holdings Limited

GWAIL (NZ) Ltd

GWA Taps Manufacturing Limited

GWA Trading (Shanghai) Co Ltd

Industrial Mowers (Australia) Limited

Mainrule Limited

McIlwraith-Davey Pty Ltd

Sebel Furniture Holdings Pty Ltd


Starion Tapware Pty Ltd

Stylus Pty Ltd

Warapave Pty Ltd

Annexure B to Form 605

This is Annexure B of 8 pages referred to in Form 605 signed by me and dated 17 July 2012.



Director/Secretary of GWA Group Limited

DEED OF TERMINATION DATED 16 JULY 2012

Allens > < Linklaters

Deed of Termination

GWA Group Limited

and

Q Technology Group Limited

Allens
Riverside Centre
123 Eagle Street
Brisbane QLD 4000
Tel +61 7 3334 3000
Fax +61 7 3334 3444
www.allens.com.au

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Date	16 July 2012
Parties	
1.	GWA Group Limited (ABN 15 055 964 380) of Level 2, HQ South Tower, 520 Wickham Street, Fortitude Valley QLD 4006 (<i>GWA</i>).
2.	Q Technology Group Limited (ABN 27 009 259 876) of Unit 5, 435 Williamstown Road, Port Melbourne, VIC 3207 (<i>QTG</i>).
Recitals	
A	GWA and QTG are parties to the Scheme Implementation Agreement dated 14 June 2012.
B	The parties have agreed to terminate the Scheme Implementation Agreement on the terms set out in this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Claim includes actions, causes of action, potential causes of action, suits, legal proceedings, disputes, differences, Rights, duties, Obligations, liabilities, responsibilities, accounts, interests, costs (whether or not the subject of a court order) and demands.

Effective Date means 16 July 2012.

Obligation means any legal, equitable, contractual, statutory or other obligation, commitment, duty, undertaking or liability.

Right includes any legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, immunity, remedy, discretion or cause of action.

Scheme Implementation Agreement means the Scheme Implementation Agreement described in the recitals to this Deed.

1.2 Terms defined in the Scheme Implementation Agreement

Words that are defined in the Scheme Implementation Agreement and not in clause 1.1 and that are used in this Deed have the same meaning in this Deed as in the Scheme Implementation Agreement, unless the context requires otherwise.

1.3 Interpretation

The provisions of clause 1.2 of the Scheme Implementation Agreement form part of this Deed as if set out in full in this Deed.

2. Termination

2.1 Termination and release

With effect on and from the Effective Date:

- (a) the Scheme Implementation Agreement is terminated and except as provided in this Deed neither party will have any further rights or obligations under it (despite any provision in the Scheme Implementation Agreement to the contrary); and
- (b) each party releases the other from all Claims under or in connection with, related to or incidental to:
 - (i) the Scheme Implementation Agreement;
 - (ii) the negotiation of the Scheme Implementation Agreement; or
 - (iii) the conduct of the other party in respect of the matters set out in (i) and (ii) above.

2.2 Final and absolute settlement

Each party hereby acknowledges that it is aware that it or its legal representatives, agents or servants may discover facts different from or in addition to the facts which it knows now or believes to be true with respect to any of the matters referred to in clause 2.1 but that it is its intention to, and it does hereby finally and absolutely settle according to the terms of this Deed, any Claims the subject of the release and discharge in clause 2.1.

2.3 Survival

Despite clause 2.1(a) of this Deed, the parties agree that clauses 1, 8.3 (to the extent that it relates to disclosure on termination of the Scheme Implementation Agreement), 8.4 and 15 will survive termination of the Scheme Implementation Agreement.

3. Entire agreement

This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

4. Costs and stamp duty

Each party must bear its own costs arising out of the negotiation, preparation and execution of this Deed and the Scheme Implementation Agreement. All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this Deed and any instrument executed under this Deed must be borne equally by the parties.

5. Governing law

This Deed is governed by the laws of Victoria. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Deed.

6. Counterparts

This Deed may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

Executed as a deed.

Executed in accordance with section 127 of the *Corporations Act 2001* by GWA Group Limited:



Peter Charles Crowley

Director Signature
Peter Charles Crowley

Print Name

Richard James Thornton

Director/Secretary Signature
Richard James Thornton

Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by Q Technology Group Limited:

Director Signature

Print Name

Director/Secretary Signature

Print Name

Executed as a deed.

Executed in accordance with section 127 of the *Corporations Act 2001* by **GWA Group Limited**:

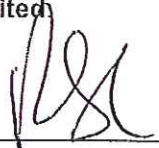
Director Signature

Director/Secretary Signature

Print Name

Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by **Q Technology Group Limited**



Director Signature



Director/Secretary Signature



Print Name



Print Name