

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Autosports Group Limited

ACN/ARSN 614 505 261

1. Details of substantial holder (1)

Name Autosports Group Limited
and its subsidiaries which as at the date of this notice are as set out in Annexure A (together **Autosports Group**)

ACN/ARSN (if applicable) See Annexure A

The holder became a substantial holder on 18/11/2016

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary Shares	134,277,804	134,277,804	66.80%

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
Autosports Group	Restrictions on the disposal of shares under the voluntary escrow arrangements disclosed in the prospectus lodged by Autosports Group Limited dated 28 October 2016 give Autosports Group Limited a technical relevant interest under section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth). However Autosports Group has no right to acquire these shares or to control the voting rights attached to these shares.	134,277,804 fully paid ordinary shares in Autosports Group Limited

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
1. Autosports Group – see Annexure A	Justin Trivett Group Pty Ltd ACN 136 787 678 as trustee for Four Rings Trust	Justin Trivett	823,319 fully paid ordinary shares in Autosports Group Limited
	Dwyer Cullen Ogle	Dwyer Cullen Ogle	207,753 fully paid ordinary shares in Autosports Group Limited
	Amanda Pagent Investments Pty Ltd ACN 139 909 783 as trustee for Amanda Pagent Family Trust	Amanda Pagent Investments Pty Ltd ACN 139 909 783 as trustee for Amanda Pagent Family Trust	382,302 fully paid ordinary shares in Autosports Group Limited
	Ogle Investments Pty Ltd ACN 117 851 224 as trustee for Ogle Discretionary Unit Trust	Ogle Investments Pty Ltd ACN 117 851 224 as trustee for Ogle Discretionary Unit Trust	5,147,053 fully paid ordinary shares in Autosports Group Limited
	Aalhuizen Nominees Pty Ltd ACN 104 914 052 as trustee for Rene Aalhuizen Family Trust	Aalhuizen Nominees Pty Ltd ACN 104 914 052 as trustee for Rene Aalhuizen Family Trust	4,722,374 fully paid ordinary shares in Autosports Group Limited
	Ficonio Pty Ltd ACN 125 613 701 as trustee for Ficonio Trust	Ficonio Pty Ltd ACN 125 613 701 as trustee for Ficonio Trust	689,224 fully paid ordinary shares in Autosports Group Limited

Liverpool Street Investments Pty Ltd ACN 169 724 930 as trustee for Warimoo Trust	Liverpool Street Investments Pty Ltd ACN 169 724 930 as trustee for Warimoo Trust	2,453,632 fully paid ordinary shares in Autosports Group Limited
Ricgaz Pty Ltd ACN 117 381 290 as trustee for RWG Family Trust	Ricgaz Pty Ltd ACN 117 381 290 as trustee for RWG Family Trust	4,406,237 fully paid ordinary shares in Autosports Group Limited
Deetmach Pty Ltd ACN 606 866 404 as trustee for the Chamberlain Family Trust	Deetmach Pty Ltd ACN 606 866 404 as trustee for the Chamberlain Family Trust	134,302 fully paid ordinary shares in Autosports Group Limited
Daniaron Pty Ltd ACN 154 316 300 as trustee for Daniaron Family Trust	Daniaron Pty Ltd ACN 154 316 300 as trustee for Daniaron Family Trust	1,644,259 fully paid ordinary shares in Autosports Group Limited
Chris Connelly as trustee for JIP Parramatta Pty Ltd ACN 128 486 493 as trustee for JIP Parramatta Trust	Chris Connelly as trustee for JIP Parramatta Pty Ltd ACN 128 486 493 as trustee for JIP Parramatta Trust	710,739 fully paid ordinary shares in Autosports Group Limited
Chris Connelly as trustee for NIP Parramatta Pty Ltd ACN 169 724 930 as trustee for NIP Parramatta Trust	Chris Connelly as trustee for NIP Parramatta Pty Ltd ACN 169 724 930 as trustee for NIP Parramatta Trust	710,739 fully paid ordinary shares in Autosports Group Limited
Richard Gazzard	Richard Gazzard	314,776 fully paid ordinary shares in Autosports Group Limited
Haywood Enterprises Pty Ltd ACN 612 853 317 as trustee for the Haywood Family Trust	Haywood Enterprises Pty Ltd ACN 612 853 317 as trustee for the Haywood Family Trust	134,302 fully paid ordinary shares in Autosports Group Limited
BDB Investments Pty Ltd ACN 612 345 347	BDB Investments Pty Ltd ACN 612 345 347	134,302 fully paid ordinary shares in Autosports Group Limited
Wapshott Investments Pty Ltd ACN 615 176 755	Wapshott Investments Pty Ltd ACN 615 176 755	134,302 fully paid ordinary shares in Autosports Group Limited
Michael and Rebecca Della Franca as trustee for the Dellacom Family Trust	Michael and Rebecca Della Franca as trustee for the Dellacom Family Trust	134,302 fully paid ordinary shares in Autosports Group Limited
Hovelle Pty Ltd ACN 612 909 145	Hovelle Pty Ltd ACN 612 909 145	134,302 fully paid ordinary shares in Autosports Group Limited
Barbizon Pty Ltd ACN 062 850 819 as trustee for the Willims Motor Trust	Barbizon Pty Ltd ACN 062 850 819 as trustee for the Willims Motor Trust	9,375,000 fully paid ordinary shares in Autosports Group Limited
JIP Parramatta Pty Ltd ACN 128 486 493 as trustee for the JIP Parramatta Trust	JIP Parramatta Pty Ltd ACN 128 486 493 as trustee for the JIP Parramatta Trust	23,199,693 fully paid ordinary shares in Autosports Group Limited
Livist Pty Ltd ACN 101 175 946 as trustee for the Varina Trust	Livist Pty Ltd ACN 101 175 946 as trustee for the Varina Trust	15,455,897 fully paid ordinary shares in Autosports Group Limited
Pagent Family Investments Pty Ltd ACN 149 473 067 as trustee for the Pagent Family Investment Trust	Pagent Family Investments Pty Ltd ACN 149 473 067 as trustee for the Pagent Family Investment Trust	15,310,969 fully paid ordinary shares in Autosports Group Limited
Five Dock DJC Pty Ltd ACN 125 721 253	Five Dock DJC Pty Ltd ACN 125 721 253	6,436,189 fully paid ordinary shares in Autosports Group Limited
Autosports Holdings Pty Ltd ACN 117 843 115 as trustee for the Autosports Investment Trust	Autosports Holdings Pty Ltd ACN 117 843 115 as trustee for the Autosports Investment Trust	1,454,269 fully paid ordinary shares in Autosports Group Limited
Audi Parramatta Holdings Pty Ltd ACN 128 486 322 as trustee for the Audi Parramatta Trust	Audi Parramatta Holdings Pty Ltd ACN 128 486 322 as trustee for the Audi Parramatta Trust	15,310,969 fully paid ordinary shares in Autosports Group Limited

	Livist Pty Ltd ACN 101 175 946 as trustee for Pagent Family Trust	Livist Pty Ltd ACN 101 175 946 as trustee for Pagent Family Trust	1,146,907 fully paid ordinary shares in Autosports Group Limited
	Sastempo Pty Ltd ACN 117 614 801 as trustee for the Nicholas Pagent Family Trust	Sastempo Pty Ltd ACN 117 614 801 as trustee for the Nicholas Pagent Family Trust	21,285,348 fully paid ordinary shares in Autosports Group Limited
	NIP Parramatta Pty Ltd ACN 169 724 930 as trustee for the NIP Parramatta Trust	NIP Parramatta Pty Ltd ACN 169 724 930 as trustee for the NIP Parramatta Trust	10,401,678 fully paid ordinary shares in Autosports Group Limited

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	
Autosports Group Limited	18 November 2016	No consideration was paid for the relevant interest referred to in paragraph 3.		134,277,804 fully paid ordinary shares in Autosports Group Limited

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
See Annexure A	Bodies corporate controlled by Autosports Group Limited

7. Addresses

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

Name	Address
Autosports Group Limited	565 Parramatta Road, Leichhardt 2040 NSW Australia

Signature

print name Leonie Chapman capacity Company Secretary

sign here



date 22/11/2016

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.

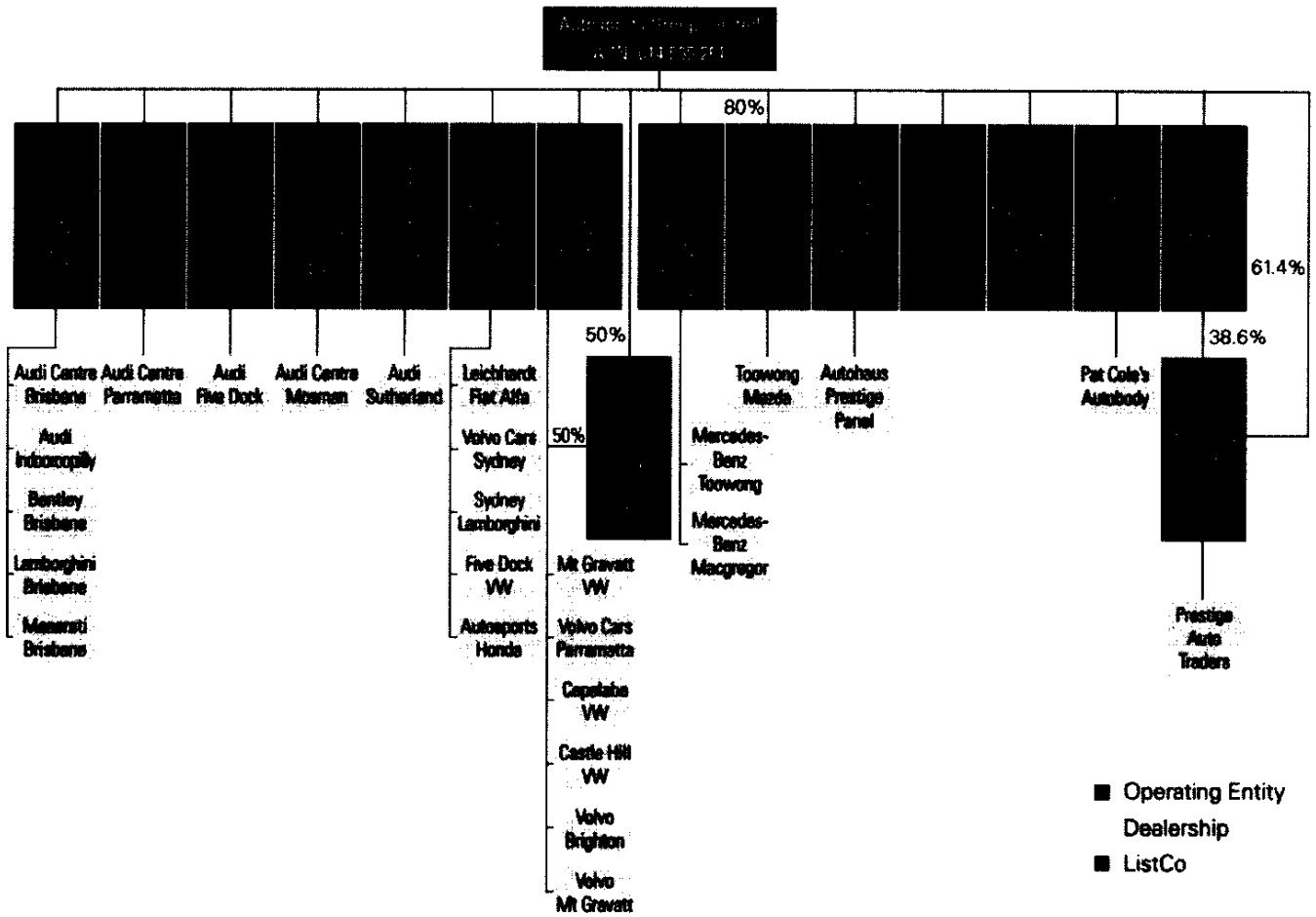
(8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."

(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.

This is Annexure A of 1 page referred to in Form 603 Notice of Initial Substantial Shareholder

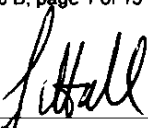
22 November 2016

Leonie Chapman
Company Secretary



This is Annexure B, page 1 of 15 pages referred to in Form 603 Notice of Initial Substantial Shareholder

Annexure B



22 November 2016

Leonie Chapman
Company Secretary



HERBERT
SMITH
FREEHILLS

Voluntary Escrow Deed



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Voluntary Escrow Deed

Date ► 2016

Between the parties

Company **Autosports Group Limited (ACN 614 505 261)**
of 565 Parramatta Road, Five Dock NSW 2046.

Holder The party identified in Item 1 of Schedule 1

Controller The party identified in Item 5 of Schedule 1 (if any)

Background

- 1 The Company intends to list on the ASX and offer Shares in the Company in the Offer made pursuant to the Prospectus.
- 2 Certain Shares and other interests in the Company that the Holder holds or will hold following the Offer will be held by the Holder as Restricted Shares for the Escrow Period on the terms set out in this deed.

This deed witnesses as follows:



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this deed are set out below.

Term	Meaning
ASX	ASX Limited (ACN 008 624 691) or the market it operates as the context requires.
ASX Settlement	ASX Settlement Pty Ltd (ABN 49 008 504 532).
Business Day	a day on which banks are open for business in Sydney, other than a Saturday, Sunday or public holiday in Sydney.
Business Hours	9.00 am to 5.00 pm on any Business Day.
Company	Autosports Group Limited (ACN 614 505 261) of 565 Parramatta Road, Five Dock NSW 2046.
Completion	the completion of the issue of new Shares in the Company to investors under the Offer.
Controller	the party specified in Item 5 of Schedule 1.
Controller Interest	the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controller has a direct or indirect interest and each intermediate entity through which that interest occurs, as set out in paragraph 2 of Item 5 of Schedule 1.
Corporations Act	<i>Corporations Act 2001</i> (Cth).
Dealing	in respect of any Restricted Shares or Controller Interest, means to: <ol style="list-style-type: none">1. sell, assign, transfer or otherwise dispose of, or agree or offer to sell, assign, transfer or otherwise dispose of, that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Share or Controller Interest;



Term	Meaning
	<ol style="list-style-type: none">2. create, or agree or offer to create, any Security Interest in that Restricted Share or Controller Interest or any legal, beneficial or economic interest in that Restricted Shares or Controller Interest;3. enter into any option which, if exercised, enables or requires the relevant security holder to sell, assign, transfer or otherwise dispose of that Restricted Share or Controller Interest; or4. do, or omit to do, any act if the act or omission would have the effect of transferring, directly or indirectly, effective ownership or control of that Restricted Shares or Controller Interest or any legal, beneficial or economic interest in that Restricted Shares or Controller Interest, or represent an agreement to do any of those things. <p>Deal and Dealt each have a corresponding meaning.</p>
Escrow Period	where: <ol style="list-style-type: none">1. paragraph 1 of Item 2 of Schedule 1 applies, the period from Completion to and including the First Release Date; and2. paragraph 2 of Item 2 of Schedule 1 applies, the period from Completion to and including the Final Release Date.
Final Release Date	the date set out in Item 4 of Schedule 1.
First Release Date	the date set out in Item 3 of Schedule 1.
Holder	the party specified in Item 1 of Schedule 1.
Holding Lock	has the meaning in Section 2 of the ASX Settlement Operating Rules.
Issuer Sponsored Subregister	the part of the Company's register for shares that is administered by the Company (and not ASX Settlement) and records uncertificated holdings of Shares.
Listing	the admission of the Company to the official list of the ASX.
Listing Rules	the listing rules of the ASX (or such other financial market on which the Company is listed) and any other rules of the ASX (or such other financial market as the Company is listed) which are applicable while the Company is admitted to the official list of the ASX (or such other financial market on which the Company is listed), each as amended or replaced from time to time, except to the extent of any express written waiver by the ASX (or such other financial market on which the



Term	Meaning
	Company is listed).
Offer	the offer of Shares pursuant to the Prospectus.
Operating Rules	the official operating rules of ASX.
Prospectus	the prospectus to be issued by the Company dated on or around 28 October 2016 and lodged with the Australian Securities and Investments Commission on that date.
Restricted Shares	the Shares specified in Item 2 of Schedule 1.
Security Interest	<p>an interest or power:</p> <ol style="list-style-type: none">reserved in or over an interest in any securities including, but not limited to, any retention of title;created or otherwise arising in or over any interest in any securities under a bill of sale, mortgage, charge, lien, pledge, trust or power, <p>and any agreement to grant or create any interest or power referred to in paragraphs (1) or (2) of this definition.</p>
Share	an ordinary share in the Company.
Voluntary Escrow Deed	a voluntary escrow deed entered into in connection with the initial public offering of Shares (including this deed).

1.2 Interpretation

In this deed (including the recitals) unless the contrary intention appears:

- the singular includes the plural and vice versa;
- a reference to a party includes its successors, personal representatives and transferees;
- words and expressions defined in the Listing Rules, and not in this deed, have the meanings given to them in the Listing Rules;
- every warranty or agreement (expressed or implied) in which more than one person is joined, binds them individually and any combination of them as a group; and
- the schedules form part of this deed.



1.3 Compliance with Listing Rules

For so long as the Company is listed on the official list of the ASX:

- (a) notwithstanding anything contained in this deed, if the Listing Rules prohibit an act being done, that act must not be done;
- (b) nothing contained in this deed prevents an act being done that the Listing Rules require to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this deed to contain a provision and it does not contain such a provision, this deed is deemed to contain that provision;
- (e) if the Listing Rules require this deed not to contain a provision and it contains such a provision, this deed is deemed not to contain that provision; and
- (f) if any provision of this deed is or becomes inconsistent with the Listing Rules, this deed is deemed not to contain that provision to the extent of the inconsistency.

2 Escrow

2.1 Holder restrictions during Escrow Period

Subject to clause 2.4, the Holder must not Deal in the Restricted Shares during the Escrow Period.

2.2 Controller restrictions during Escrow Period

Subject to clause 2.4, the Controller must not Deal in the Controller Interests during the Escrow Period.

2.3 Escrow restrictions

The parties acknowledge and agree that:

- (a) as soon as practicable following the issue of the Restricted Shares to the Holder or the commencement of trading of the Restricted Securities on the ASX pursuant to the Offer, as applicable, the Restricted Shares will be registered and held for the Holder on the Issuer Sponsored Subregister;
- (b) the Company will apply a Holding Lock to the Restricted Shares as soon as practicable after registration of the Restricted Shares on the Issuer Sponsored Subregister and the Holder hereby agrees to the application of the Holding Lock; and
- (c) the Company will do all things necessary to ensure that the Holding Lock is released:
 - (1) to the extent necessary to permit Dealings in Restricted Shares permitted by this deed; and
 - (2) in full at the conclusion of the Escrow Period,including notifying ASX that the Restricted Shares will be released from the Holding Lock, in accordance with the timing requirements set out in Listing Rule 3.10A.



2.4 Exceptions

During the Escrow Period:

- (a) the Holder may Deal in any of its Restricted Shares if the Dealing arises solely as a result of:
 - (1) the acceptance of a bona fide takeover bid made under chapter 6 of the Corporations Act in respect of the Shares, provided that the holders of at least half of the Shares that are not subject to any Voluntary Escrow Deed, and to which the offers under the bid relate, have accepted the bid;
 - (2) the transfer or cancellation of the Shares as part of a scheme of arrangement relating to the Company under Part 5.1 of the Corporations Act; or
 - (3) a disposal of, but not the creation of a Security Interest in, some or all of the Restricted Shares or Controller Interests (as the case may be) to a company wholly-owned by the Controller (a **Transferee**) where the Transferee also enters into an escrow arrangement with the Company in respect of those securities or interests under the same terms as this deed for the remainder of the Escrow Period,or if the Dealing is required by applicable law (including an order of a court of competent jurisdiction) provided that:
 - (4) in the case of an off-market bid, if the offer is conditional, the Company and the Holder agree in writing that the Holding Lock will be applied for each Restricted Share that is not bought by the bidder under the off-market takeover bid; and
 - (5) in the case of a merger by scheme of arrangement under Part 5.1 of the Corporations Act, the Holder agrees in writing that the Holding Lock will be applied if the merger does not take effect.

2.5 Notice

If the Holder or Controller becomes aware:

- (a) that a Dealing in any Restricted Shares or Controller Interests has occurred, or is likely to occur, during the Escrow Period; or
- (b) of any matter which is likely to give rise to a Dealing in any Restricted Shares or Controller Interests during the Escrow Period,

it must notify the Company as soon as practicable after becoming aware of the Dealing or the matters giving rise to the possible Dealing, providing full details.

3 Termination

This deed terminates:

- (a) if the Company is not admitted to the official list of the ASX by 31 December 2016; or
- (b) at the expiry of the Escrow Period.



4 Warranties and acknowledgment

4.1 Giving of warranties

The Holder and the Controller each give the warranties and representations in favour of the Company as at:

- (a) the date of this deed; and
- (b) at all times until expiry of the Escrow Period.

4.2 Warranties

Each of the Holder and Controller jointly and severally represents and warrants that:

- (a) it has full power and authority, without the consent of any other person, to enter into and perform its obligations under this deed (including, if the Holder or Controller have entered into this deed as a trustee (**Trustee**), under the trust deed for the relevant trust (**Trust**));
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this deed in accordance with its terms;
- (c) this deed constitutes legal, valid and binding obligations and, subject to any necessary stamping and registration, is enforceable in accordance with its terms;
- (d) the execution, delivery and performance by it of this deed does not and will not violate, breach or result in a contravention of:
 - (1) any applicable law, regulation or authorisation;
 - (2) its constitution or other constituent documents (or, if the Holder or Controller is a Trustee, the trust deed for the Trust); or
 - (3) any agreement, undertaking, Security Interest or document which is binding on it;
- (e) prior to the Escrow Period, it has not done, or omitted to do, any act which would result in it Dealing in Restricted Shares such that it will take effect during the Escrow Period;
- (f) the Restricted Shares are free from all Security Interests and other third party interests or rights and will remain so during the Escrow Period;
- (g) there is no person who has, or will have at or immediately following completion of the Offer, any economic or beneficial interest in the equity or Restricted Shares of the Holder other than the Controller or any intermediate holding company as set out in item 5 of Schedule 1;
- (h) the Holder holds the Restricted Shares set out in Item 2 of Schedule 1 and the Controller holds the Controller Interests set out in Item 5 of Schedule 1;
- (i) the Restricted Shares, as set out in Item 2 of Schedule 1 are all the securities, economic interests or other interests that the Holder has directly or indirectly in the Company at Completion;
- (j) the Controller Interests set out in Item 5 of Schedule 1 are all the securities, economic interests or other interests in the Holder or the Restricted Shares in which the Controller has an interest;
- (k) if the Holder or Controller is a Trustee, the Trustee is the trustee of the Trust and, to the best of its knowledge and belief, there is no proposal to remove it as trustee of the Trust; and



- (l) if the Holder or Controller is a Trustee:
 - (1) the Holder or Controller (as applicable) has the right to be fully indemnified out of the assets of the Trust in respect of any liability arising under, or in connection with, this deed and the right has not been modified, released or diminished in any way. The assets of the Trust are sufficient to satisfy that right in full and the Holder or the Controller (as applicable) has not released or disposed of its equitable lien over that trust; and
 - (2) the Trust has not been terminated and there is no effective proposal or requirement to wind up, deregister, terminate, reconstitute or resettle the Trust.

4.3 Acknowledgment

The Holder and the Controller each acknowledge that a breach of any of the representations and warranties set out in this clause 4 is a breach of this deed.

4.4 Survival of representations and warranties

The representations and warranties in this clause 4 survive termination of this deed.

5 Consequences of breaching this deed

- (a) If the Holder or Controller breaches this deed (a **Defaulting Party**), each of the following applies:
 - (1) the Company may take the steps necessary to enforce the deed, or to rectify the breach, as soon as practicable after becoming aware of the breach; and
 - (2) the Company may, in addition to its other rights and remedies, refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Defaulting Party's Restricted Shares (this is in addition to other rights and remedies of the Company).
- (b) If the Holder or Controller breach this deed, the Holder and Controller each acknowledge and agree that such a breach could cause substantial commercial and financial detriment to the Company and other third parties.
- (c) The parties agree that damages would be an insufficient remedy for breach of clause 2.1 or clause 2.2 and each of the Holder and Controller agrees that the Company is entitled to seek and obtain an injunction or specific performance to enforce the Holder and/or Controller's obligation under clause 2.1 or clause 2.2 without proof of actual damage and without prejudice to any of its other rights or remedies.

6 Amendment

This deed may not be amended without the prior written consent of the parties.



7 General

7.1 Governing law and jurisdiction

- (a) This deed is governed by the law in force in New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this deed. Each party irrevocably waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

7.2 Counterparts

This deed may be executed in any number of counterparts.

7.3 Further assurances

Each party must do all things and execute all further documents required to give full effect to this deed.

7.4 Notices

A Notice is regarded as given by a party to another party, at the time of delivery of that Notice to the address, or transmission of that Notice by facsimile to the facsimile number, which is specified in the address of that other party, unless in the case of a transmission by facsimile:

- (a) the machine from which that Notice is transmitted indicates a malfunction in that transmission;
- (b) that other party gives Notice within the next Business Day, to the first-mentioned party of an incomplete transmission to that other party of the Notice of the first-mentioned party; or
- (c) that Notice is delivered or transmitted by facsimile, other than during Business Hours, in which case, that Notice is regarded as given by that party at the beginning of the next Business Hour.

7.5 Time of Essence

Time is of the essence to this deed.



Schedule 1

Holder and Restricted Share details

Item 1	1 Holder	[insert]
	2 Holder address	of [insert]
Item 2	Restricted Shares	1 At any time before and including the First Release Date, all Shares held by the Holder on the date of Completion; and
		2 At any time after the First Release Date, [#]% of the Shares held by the Holder on the date of Completion, in each case, other than any Shares acquired by the Holder under the Offer.
Item 3	First Release Date	4.15pm (Sydney time) on the date on which the audited financial accounts results of the Company Fund for the year ending on 30 June 2018 have been released to ASX.
Item 4	Final Release Date	4.15pm (Sydney time) on the date on which the audited financial accounts results of the Company for the year ending on 30 June 2019 have been released to ASX.
Item 5	1 Controller	[insert]
	2 Controller Interests	all of the shares held by the Controller in the Holder

Signing page

Executed as a deed

Signed sealed and delivered by
Autosports Group Limited
by

sign here ▶ _____
Company Secretary/Director

print name _____

sign here ▶ _____
Director

print name _____

Controller

Signed sealed and delivered for
[insert]
by:
[insert]

sign here ▶ _____

print name _____

in the presence of

sign here ▶ _____
Witness

print name _____

Holder [Corporate with 2 directors]

Signed sealed and delivered by
[Holder] [as trustee for [●]]
by

sign here ▶ _____
Company Secretary/Director

print name _____

sign here ▶ _____
Director

print name _____

Holder [Corporate with 1 director]

Signed sealed and delivered by
[Holder]
by

sign here ▶ _____
Sole Director and sole Company Secretary

print name _____

Holder [POA]

Signed sealed and delivered for
[Holder]
by its/their attorney

in the presence of

sign here ▶ _____

sign here ▶ _____
Witness

print name _____

print name _____