

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 Nicholas Ian Pagent
James Ian Pagent
and the entities listed in Annexure A

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	102,134,584	102,134,584	50.81%

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
Nicholas Ian Pagent	Deemed relevant interest in the Ordinary Shares of Autosports Group Limited in which the entities named in Annexure A hold a relevant interest either (1) under section 608(3) as a result of having voting power of above 20% in the relevant entity or controlling the relevant entity and/or (2) as a result of unwritten agreements with respect to the voting and disposal of the ordinary shares held by these entities under section 608(1)(b) and (c).	102,134,584
James Ian Pagent	Deemed relevant interest in the Ordinary Shares of Autosports Group Limited in which the entities named in Annexure A hold a relevant interest either (1) under section 608(3) as a result of having voting power of above 20% in the relevant entity or controlling the relevant entity and/or (2) as a result of unwritten agreements with respect to the voting and disposal of the ordinary shares held by these entities under section 608(1)(b) and (c).	102,134,584
The entities named in Annexure A	See Annexure A	See Annexure A
Nicholas Ian Pagent and James Ian Pagent	Deemed relevant interest in the Ordinary Shares of Autosports Group Limited in which Autosports Group Limited holds a relevant interest as shareholders holding above 20% voting power under section 608(3). 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).	134,277,804

4. Details of present registered holders

58712707

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
Nicholas Ian Pagent	Entities listed in Annexure A	Entities listed in Annexure A	See Annexure A
James Ian Pagent	Entities listed in Annexure A	Entities listed in Annexure A	See Annexure A
Entities listed in Annexure A	Entities listed in Annexure A	Entities listed in Annexure A	See Annexure A
Nicholas Ian Pagent James Ian Pagent Autosports Group Limited	Entities listed in Annexure A	Entities listed in Annexure A	See Annexure A
	Justin Trivett Group Pty Ltd ACN 136 787 678 as trustee for Four Rings Trust	Justin Trivett	823,319
	Dwyer Cullen Ogle	Dwyer Cullen Ogle	207,753
	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
	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
	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
	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
	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
	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
	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
	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
	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
	Chris Connelly as trustee for NIP Parramatta Pty Ltd ACN 128 486 653 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
	Richard Gazzard	Richard Gazzard	314,776
	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
	BDB Investments Pty Ltd ACN 612 345 347	BDB Investments Pty Ltd ACN 612 345 347	134,302
	Wapshott Investments Pty Ltd ACN 615 176 755	Wapshott Investments Pty Ltd ACN 615 176 755	134,302
	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
Hovelle Pty Ltd ACN 612 909 145	Hovelle Pty Ltd ACN 612 909 145	134,302	
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	

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	

The entities listed in Annexure A	18 November 2016	Sale of ordinary shares in Pre-IPO Autosports Group entities (as defined in the prospectus issued by Autosports Group Limited dated 28 October 2016) to Autosports Group Limited pursuant to the Implementation Deed (see Annexure B). Consideration for those shares comprised fully paid ordinary shares in Autosports Group Limited and cash, as more fully described in the Implementation Deed.	See Annexure A
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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
Entities listed in Annexure A	Bodies corporate controlled by Nicholas Ian Pagent and James Ian Pagent

7. Addresses

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

Name	Address
Nicholas Ian Pagent	73 Ballast Point Road, Birchgrove 2041 NSW Australia
James Ian Pagent	136 Milson Road, Cremorne Point 2090 NSW Australia
Entities listed in Annexure A	Refer to Annexure A

Signature

print name Leonie Chapman

capacity

sign here



date

with the authority of Nicholas Ian Pagent & James Ian Pagent

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

- with the authority of Nicholas Ian Pagent & James Ian Pagent

Holder of Relevant Interests Name and ACN/ARSN (if applicable)	Address of Holder of Relevant Interests	Nature of Relevant Interest	Class and number of Securities
JIP Parramatta Pty Ltd ACN 128 486 493 as trustee for the JIP Parramatta Trust	c/- Grant Thornton Australia Level 17, 383 Kent Street, Sydney NSW 2000	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(a) of the Corporations Act 2001 (Cth). This company is ultimately controlled by James Ian Pagent.	23,199,693 fully paid ordinary shares in Autosports Group Limited
Livist Pty Ltd ACN 101 175 946 as trustee for the Varina Trust	c/- Grant Thornton Australia Level 17, 383 Kent Street, Sydney NSW 2000	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(a) of the Corporations Act 2001 (Cth). This company is ultimately controlled by James Ian Pagent.	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	c/- Grant Thornton Australia Level 17, 383 Kent Street, Sydney NSW 2000	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(a) of the Corporations Act 2001 (Cth). This company is ultimately controlled by James Ian Pagent.	7,193,635 fully paid ordinary shares in Autosports Group Limited
Five Dock DJC Pty Ltd ACN 125 721 253	1 Parramatta Road, Five Dock NSW 2046	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(a) of the Corporations Act 2001 (Cth). This company is ultimately controlled by James Ian Pagent.	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;	1 Parramatta Road, Five Dock NSW 2046	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(a) of the Corporations Act 2001 (Cth). This company is ultimately controlled by James Ian Pagent.	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	1 Parramatta Road, Five Dock NSW 2046	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(a) of the Corporations Act 2001 (Cth). This company is ultimately controlled by James Ian Pagent.	15,310,969 fully paid ordinary shares in Autosports Group Limited
Livist Pty Ltd ACN 101 175 946 as trustee for Pagent Family Trust	c/- Grant Thornton Australia Level 17, 383 Kent Street, Sydney NSW 2000	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(a) of the Corporations Act 2001 (Cth). This company is ultimately controlled by James Ian Pagent.	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	c/- Deloitte Touche Tohmatsu, Level 1, 255 George Street, Sydney NSW 2000	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the	21,285,348 fully paid ordinary shares in Autosports Group Limited

		securities under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth). This company is ultimately controlled by Nicholas Ian Pagent.	
NIP Parramatta Pty Ltd ACN 128 486 653 as trustee for the NIP Parramatta Trust	35 Nelson Street. Rozelle NSW 2039	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(a) of the <i>Corporations Act 2001</i> (Cth). This company is ultimately controlled by Nicholas Ian Pagent.	10,401,678 fully paid ordinary shares in Autosports Group Limited
Maryanne Ellen Pagent	136 Milson Road Cremorne Point NSW 2090	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(b) and or section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth). Maryanne Ellen Pagent is the spouse of James Ian Pagent.	41,666 fully paid ordinary shares in Autosports Group Limited
Kylie Melissa Pagent	73 Ballast Point Road, Birchgrove 2041 NSW Australia	Relevant interest in the ordinary shares of Autosports Group Limited as the holder of the securities under section 608(1)(b) and or section 608(1)(c) of the <i>Corporations Act 2001</i> (Cth). Kylie Melissa Pagent is the spouse of Nicholas Ian Pagent.	208,333 fully paid ordinary shares in Autosports Group Limited



22 November 2016

Leonie Chapman
Company Secretary

- with the authority of Nicholas Ian Payant + James Ian Payant



Deed Poll

Confidential

Project Racer - Implementation Deed Poll

Autosports Group Limited

ASG Brisbane Pty Ltd

Autosports Brisbane Pty Ltd

Autosports Castle Hill Pty Ltd

Autosports Five Dock Pty Ltd

Autosports Leichhardt Pty Ltd

Autosports Prestige Pty Ltd

Autosports Sutherland Pty Ltd

Betar Prestige Cars Pty Ltd

Birchgrove Finance Pty Ltd

Modena Trading Pty Ltd

Mosman Prestige Cars Pty Ltd

New Centenary Mazda Pty Ltd

New Centenary Mercedes-Benz Pty Ltd

Prestige Auto Traders Australia Pty Ltd

Prestige Group Holdings Pty Ltd

Prestige Repair Works Pty Ltd

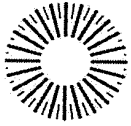


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Project Racer - Implementation Deed Poll

Date ▶ 28 OCTOBER 2016

This deed poll is made by:

ListCo **Autosports Group Limited**
ACN 614 505 261 of 565 Parramatta Road, Five Dock, NSW
2046

Operating Entities **The Operating Entities, as listed below:**
ASG Brisbane Pty Ltd
ACN 614 297 684 of 1 Parramatta Road, Five Dock NSW
2046.

Autosports Brisbane Pty Ltd
ACN 603 332 752 of 565 Parramatta Road, Leichhardt, NSW
2040.

Autosports Castle Hill Pty Ltd
ACN 163 974 481 of 1 Parramatta Road, Five Dock, NSW
2046.

Autosports Five Dock Pty Ltd
ACN 118 786 762 of 1 Parramatta Road, Five Dock, NSW
2046.

Autosports Leichhardt Pty Ltd
ACN 161 160 765 of 1 Parramatta Road, Five Dock, NSW
2046.

Autosports Prestige Pty Ltd
ACN 096 909 698 of 1 Parramatta Road, Five Dock, NSW
2046.

Autosports Sutherland Pty Ltd
ACN 125 720 998 of 1 Parramatta Road, Five Dock, NSW



2046.

Betar Prestige Cars Pty Ltd

ACN 118 667 913 of 49-51 Church Street, Parramatta, NSW 2150.

Birchgrove Finance Pty Ltd

ACN 165 682 057 c/o Deloitte Private Pty Ltd, Level 1, 225 George Street, Sydney NSW 2000.

Modena Trading Pty Ltd

ACN 140 018 015 c/o Champions Business Growth Advisers Pty Ltd, Suite 301, 107 Philip Street, Parramatta NSW 2150.

Mosman Prestige Cars Pty Ltd

ACN 149 346 476 of 5-7 Parramatta Road, Five Dock NSW 2046.

New Centenary Mazda Pty Ltd

ACN 168 183 800 of 1 Parramatta Road, Five Dock NSW 2046.

New Centenary Mercedes-Benz Pty Ltd

ACN 168 183 864 of 1 Parramatta Road, Five Dock NSW 2046.

Prestige Auto Traders Australia Pty Ltd

ACN 105 105 771 c/o Champion's Business Growth Advisers, Level 3, 107 Phillip Street, Parramatta, NSW 2150.

Prestige Group Holdings Pty Ltd

ACN 073 650 512 c/o Champion's Business Growth Advisers, Level 3, 107 Phillip Street, Parramatta, NSW 2150.

Prestige Repair Works Pty Ltd

ACN 611 760 126 of 1 Parramatta Road, Five Dock NSW



2046.

In favour of each Relevant Person (other than itself):



1 Definitions

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

Term	Meaning
A Class Share	a fully paid "A" class share in the capital of an Operating Entity as set out in Schedule 2.
ASIC	the Australian Securities and Investments Commission.
Allotment Date	the date of issue and allotment of the ListCo Shares in accordance with the Underwriting Agreement.
B Class Share	a fully paid "B" class share in the capital of an Operating Entity as set out in Schedule 2.
Board	the board of directors of ListCo.
Business Day	a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in New South Wales.
Capacity Warranties	<ol style="list-style-type: none">1 the warranties set out in section 1 of Schedule 4; and2 in respect of an Existing Owner that enters into a Shareholder Deed Poll as a Trustee, the warranties set out in section 3 of Schedule 4, in addition to the warranties set out in section 1 of Schedule 4.
Completion	the issue of ListCo Shares to successful applicants under the Offer.
Consideration Notification	<ol style="list-style-type: none">1 the notification in Schedule 1 of the Shareholder Deed Poll, under which an Existing Owner elects to receive the combination of cash and ListCo Shares set out in columns 2 and 3 in Schedule 3 as consideration for the sale of its Operating Entity Shares.
Dividend	has the meaning given in clause 7.
Effective	in respect of the Offer on the Settlement Date:



Term	Meaning
	<ol style="list-style-type: none">1 the conditions precedent in the Underwriting Agreement have been satisfied or waived;2 the Underwriting Agreement has not been terminated by an Underwriter and the Offer has not been withdrawn by ListCo; and3 settlement has occurred under the Underwriting Agreement.
Encumbrance	a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered.
Existing Owners	those parties named as Existing Owners in Schedule 2.
GST	has the meaning given in the GST Act.
GST Act	the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
Joint Lead Managers	Macquarie Capital (Australia) Limited and UBS AG, Australia Branch.
Initial ListCo Shareholder	Thomas William Pockett.
ListCo	Autosports Group Limited ACN 614 505 261 of 565 Parramatta Road, Five Dock NSW 2046.
ListCo Share	a fully paid ordinary share in the capital of ListCo.
ListCo Subscription Shares	means, in respect of an Existing Owner, such a number of ListCo Shares as are set out under the heading "ListCo Subscription Shares" in Schedule 3.
New Centenary Mercedes Benz Shareholders Deed	the New Centenary Mercedes Benz Pty Ltd Shareholders Deed dated on or around 29 May 2014 between JIP Parramatta Pty Ltd ACN 128 486 493 ATF Ian Pagent Family Trust, NIP Parramatta Pty Ltd ACN 128 486 653 ATF Nick Pagent Family Trust, Liverpool Street Investments Pty Ltd ACN 169 724 930 ATF Warrimoo Trust and New Centenary Mercedes Benz Pty Limited ACN 168 183 864, as acceded to or amended from time to time.



Term	Meaning
Offer	the proposed initial public offering of ordinary shares in ListCo as described in the Prospectus.
Operating Entity	those entities named as 'Operating Entities' in Schedule 2 and Operating Entities means all such entities.
Operating Entity Constitution	the constitution of an Operating Entity as varied from time to time and a reference to Operating Entity Constitutions is a reference to all such constitutions.
Operating Entity Shares	<ol style="list-style-type: none">1 fully paid 'ordinary shares' in the capital of certain Operating Entities as set out in Schedule 2;2 fully paid 'A Class Shares' in the capital of certain Operating Entities as set out in Schedule 2;3 fully paid 'B Class Shares' in the capital of certain Operating Entities as set out in Schedule 24 fully paid RCPS in the capital of certain Operating Entities as set out in Schedule 2, and in respect of an Existing Owner, such number of ordinary shares, 'A Class Shares', 'B Class Shares' and RCPS as are set out in Schedule 2.
Pathfinder	means the pathfinder prospectus dated 10 October 2016 issued in connection with the Potential IPO.
Potential IPO	has the meaning given in clause 4(a)(1).
Prestige Auto Traders Shareholders Agreement	the Shareholders' Agreement between Autosports Suzuki Pty Limited ACN 125 721 253, Prestige Group Holdings Pty Ltd ACN 073 650 512, Ricgaz Pty Limited ACN 117 381 290 as trustee for the RWG Trust, O'Malley Investments Pty Ltd ACN 117 048 352 as trustee for the O'Malley Family Trust & others, as amended from time to time.
Prospectus	the disclosure document to be lodged with the Australian Securities and Investments Commission on or around 28 October 2016 by ListCo in relation to the Offer, and any supplementary prospectus or replacement prospectus thereto.
Record Date	21 October 2016.



Term	Meaning
Relevant Document	<ol style="list-style-type: none">1 in respect of an Existing Owner, a Shareholder Deed Poll; and2 in respect of ListCo and each Operating Entity, this deed.
Relevant Persons	each of the Operating Entities, Existing Owners and ListCo
Registry	Link Market Services Limited (ACN 083 214 537)
Regulatory Authority	<ol style="list-style-type: none">1 any government or local authority and any department, minister or agency of any government; and2 any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange.
Restructure Steps	the restructure steps set out in Schedule 6.
RCPS	means (as context requires): <ul style="list-style-type: none">• for Autosports Five Dock Pty Limited (ACN 118 786 762), the Redeemable Cumulative Preference shares;• for Autosports Prestige Pty Limited (ACN 096 909 698), the Cumulative Redeemable Preference Shares;• for Autosports Sutherland Pty Limited (ACN 125 720 998), the "H" class redeemable preference shares, and in relation to all Operating Entities means all of the above.
Settlement Agent	the settlement agent appointed under the Underwriting Agreement.
Settlement Date	the date on which the Joint Lead Managers pay or procure payment to ListCo of the proceeds of the Offer in accordance with the Underwriting Agreement, and the intended Settlement Date (for the purposes of clause 8.1(b) is 17 November 2016.
Shareholder Deed	each of the New Centenary Mercedes Benz Shareholder Deed and the Prestige Auto Traders Shareholder Agreement. A reference to Shareholders Deeds is a reference to both shareholder deeds.
Shareholder Deed Poll	a deed poll executed, or to be executed, by an Existing Owner in relation to this deed, including to transfer its Operating Entity Shares to ListCo.



Term	Meaning
Title Warranties	the Warranties set out in section 2 of Schedule 4.
Transaction Documents	<ol style="list-style-type: none">1 this deed;2 each Shareholder Deed Poll;3 any Transfer Form; and4 any other document ancillary to, or contemplated by, any of the transaction documents described in this definition above or the Restructure Steps.
Transfer Form	a transfer form in the form of Schedule 5 executed by ListCo and an Existing Owner in connection with the transfer of an Existing Owner's Operating Entity Shares as contemplated in clauses 8.1(c) and 8.2(b)(3).
Trust	in respect of a Trustee, the trust in respect of which it enters into a Shareholder Deed Poll as trustee.
Trust Assets	all assets, properties or revenues of the Trust held by the Trustee in accordance with the Trust Deed for that Trust.
Trust Deed	in respect of a Trust, the relevant trust deed of that Trust.
Trustee	each Relevant Person who enters into a Shareholder Deed Poll as a trustee.
Underwriting Agreement	the underwriting agreement executed or to be executed by ListCo and the Joint Lead Managers documenting the terms and conditions on which the Joint Lead Managers will manage and underwrite the Offer.
Warranties	the Capacity Warranties and the Title Warranties.

2 Operating Entity and ListCo declarations and covenants

Each of the Operating Entities and ListCo irrevocably declares and covenants for the benefit of each Relevant Person that it will:



- (a) do all things, including give the acknowledgements and covenants contemplated to be done or given by it in this deed in accordance with this deed; and
- (b) promptly do all further acts and execute and deliver all further documents required by law or reasonably required to give effect to the provisions in respect of or in this deed (including the completion of the Restructure Steps).

3 Warranties

- (a) Each Relevant Person warrants to each other Relevant Person that:
 - (1) each Capacity Warranty is true and correct as at the date of this deed and each day thereafter until and including the date of Completion;
 - (2) it holds no:
 - (A) shares in an Operating Entity other than as set out in Schedule 2;
 - (B) rights or options to acquire shares in an Operating Entity, except as referred to in this deed;
 - (C) rights under any incentive scheme or other arrangement, except as referred to in this deed and set out in their Shareholder Deed Poll.
- (b) Each Existing Owner warrants to each other Relevant Person that each Title Warranty is true and correct in respect of its Operating Entity Shares at the time immediately prior to completion of the sale of Operating Entity Shares to ListCo pursuant to clause 8 and the Restructure Steps.

4 Acknowledgements and Undertakings

- (a) Each Relevant Person acknowledges that:
 - (1) a process has commenced in relation to an initial public offer of shares in ListCo which will hold all of the Operating Entity Shares (directly or indirectly) following completion of a proposed restructure as set out in the Restructure Steps and that no decision has been made at the date of this deed to proceed with an initial public offer (**Potential IPO**);
 - (2) Joint Lead Managers have been appointed in connection with the Potential IPO; and
 - (3) if a decision is made by ListCo and the Existing Owners to proceed with the Potential IPO, the Restructure Steps will occur (to the extent they have not already occurred, and in accordance with the timing and subject to the conditions set out in the Restructure Steps).
- (b) Each Relevant Person agrees and undertakes to take all actions (including executing and delivering all further documents required) as are necessary or requested by the Board to give effect to the Restructure Steps, the transactions contemplated by this deed and all ancillary or associated steps within the timing set out in Schedule 6.



5 Existing Owner Resolutions

- (a) Each Existing Owner undertakes to vote in favour of or cause their proxy to vote in favour of each resolution contemplated in the Restructure Steps (**Existing Owner Resolutions**), at the relevant general meeting of members where such Existing Owner is entitled to attend and vote or under a circular resolution of the members of an Operating Entity where such Existing Owner is entitled to vote.
- (b) Each Existing Owner consents, acknowledges and agrees to the transactions contemplated by the Existing Owner Resolutions including for the purposes of the Shareholders Deeds.

6 Consent and waiver for purposes of Shareholders Deeds and Operating Entity Constitutions and related matters

Each Relevant Person:

- (a) irrevocably waives any pre-emptive or other rights that it has or that may arise at any time whether under a Shareholders Deed (if it is a party to such a Shareholders Deed) or Operating Entity Constitution or otherwise in relation to the sale to ListCo of the Operating Entity Shares in the manner set out in this deed;
- (b) consents to and waives any breach or requirement under a relevant Shareholders Deed (if it is a party to such a Shareholders Deed) or Operating Entity Constitution resulting from the entry into, or the performance of any action contemplated by the Transaction Documents (including the Restructure Steps); and
- (c) undertakes to consent to short notice to each general meeting of Existing Owners sought to be held to pass the resolutions contemplated by the Restructure Steps (or otherwise by any of the Transaction Documents) and any ancillary or associated meeting such that the meeting takes place on a date agreed to by the Board.

7 Dividend

- (a) Each Operating Entity covenants to pay a dividend on its Operating Entity Shares, fully franked, in the amount specified in Schedule 2, payable on or about 18 November 2016 to the Existing Owners, in proportions referable to their respective holding in that Operating Entity as at the Record Date, to the account specified in each Existing Owner's Shareholder Deed Poll (**Dividend**).
- (b) Each Operating Entity directs ListCo, and ListCo agrees, to pay the Dividend to the Existing Owners, in accordance with clause 9.1.



8 Operating Entity Share Sale

8.1 Offer

- (a) Subject to clause 8.1(b), ListCo irrevocably offers to acquire each Existing Owner's Operating Entity Shares for the consideration listed in Schedule 3, which reflects the combination of ListCo Subscription Shares and cash value being offered for each Existing Owner's Operating Entity Shares.
- (b) ListCo's offer in clause 8.1(a) is conditional on the Underwriting Agreement becoming Effective. If the Underwriting Agreement does not become Effective by the day that is 14 days after the intended Settlement Date, the offer in clause 8.1(a) will lapse.
- (c) ListCo or its attorney, as transferee, will execute the Transfer Forms in relation to each Existing Owner's Operating Entity Shares on or prior to the Settlement Date.

8.2 Delivery of documents

- (a) On the date of this deed, each Existing Owner that accepts the Offer will deliver to ListCo an executed Shareholder Deed Poll.
- (b) On the date of this deed, each Existing Owner that accepts the Offer will deliver to ListCo:
 - (1) Consideration Notification(s) (as applicable);
 - (2) any original share certificates in respect of its Operating Entity Shares; and
 - (3) executed counterparts of Transfer Forms in respect of that Existing Owner's Operating Entity Shares.
- (c) ListCo will hold the documents received under clause 8.2(b) in escrow on behalf of the relevant Existing Owner until the Offer becomes Effective, to be released from escrow only in accordance with clause 9.3.
- (d) If the Offer does not become Effective by the day that is 14 days after the intended Settlement Date, ListCo will return any such documents to the relevant Existing Owners.
- (e) The Existing Owners covenant that they will not withdraw the documents delivered by them pursuant to clause 8.2(a), and acknowledge that those documents will be retained by ListCo unless and until they are released pursuant to clause 8.2(c) or returned pursuant to clause 8.2(d).



9 Completion steps

9.1 Payment of dividend

On 18 November 2016, the Operating Entities will pay, or will procure that ListCo will pay the Dividend to the Existing Owners from the proceeds of the Offer.

The following actions occur once the Offer becomes Effective and the offer shares are issued and allotted, in the following order.

9.2 Termination of Shareholder Deeds

- (a) The parties to each of the Shareholder Deeds agree that each Shareholder Deed is terminated in accordance with its terms on the Settlement Date and will have no further force or effect.
- (b) The parties to each of the Shareholder Deeds:
 - (1) release and discharge each other party to that Shareholder Deed from any existing or future obligations, claims, costs, expenses, damages, losses, liabilities, causes of action or proceedings under, either directly or indirectly, that Shareholder Deed; and
 - (2) waive all rights under that Shareholder Deed that party may have against any other party to the Shareholder Deed.

9.3 Transfer of Operating Entity Shares to ListCo

The following actions occur in the following order.

- (a) Immediately after the steps in clauses 9.1 and 9.2 have occurred, the documents provided to ListCo by each Existing Owner that accepts the Offer under clause 8.2(a) are automatically released from escrow, effecting the transfers of each relevant Existing Owner's Operating Entity Shares to ListCo.
- (b) In accordance with the Consideration Notification and the Transfer Form executed by each Existing Owner that accepts the Offer and ListCo and released from escrow under clause 9.3(a), ListCo:
 - (1) will on or about the date of Completion issue and allot the relevant number of ListCo Subscription Shares to each Existing Owner as set out in Schedule 3. The Existing Owners acknowledge that the ListCo Subscription Shares are issued with disclosure for the purposes of Ch. 6D of the Corporations Act; and
 - (2) will pay the Existing Owners the cash in accordance with the details set out in Schedule 3 on or about the date of Completion.
- (c) Each Operating Entity and ListCo must update their respective register of members in the respect of the transfer of Operating Entity Shares and the issue and allotment of ListCo Subscription Shares respectively.

10 Completion steps interdependent

The actions to take place as contemplated by clause 9 are interdependent and must take place in the order contemplated in that clause. If one action does not take place, then without prejudice to any rights available to any party as a consequence:



- (a) there is no obligation on any party to undertake or perform any of the other actions; and
- (b) to the extent that such actions have already been undertaken, the parties must do everything reasonably required to reverse those actions; and
- (c) each party must return to the other parties all documents delivered to it under this deed and must each repay to the other parties all payments received by it under this deed, without prejudice to any other rights any party may have in respect of that failure.

11 No disposal

- (a) From the date of this deed until Completion, the Initial ListCo Shareholder undertakes in favour of ListCo and each Existing Owner marked (*) in column 2 of Schedule 2 not to dispose of the ListCo Shares other than pursuant to a transaction contemplated by the Restructure Steps, without each of their prior written consent (which may be withheld in its absolute discretion).
- (b) From the date of this deed until Completion, each Existing Owner (including any Relevant Person who becomes a shareholder in an Operating Entity prior to Completion) undertakes not to dispose of Operating Entity Shares, other than pursuant to a transaction contemplated by the Restructure Steps, without the prior written consent of ListCo (which may be withheld in its absolute discretion).

12 Indemnity

Each Operating Entity indemnifies ListCo and each of its directors (each an “**Indemnified Party**”) against all Losses which the Indemnified Party suffers or incurs in relation to the Restructure Steps or the Proposed IPO (including the issuance and distribution of the Pathfinder and Prospectus). ListCo holds the benefit of this clause 12 on its own behalf and on trust for the benefit of each of its directors.

13 Amendment

This deed poll may be amended by a document signed by or on behalf of each of ListCo and each Operating Entity.

14 Termination

This deed poll will terminate on 31 December 2016 if the Offer has not become Effective on or by that date.



15 General Provisions

The provisions set out in Schedule 1 apply to this deed poll and as between any matter between each Relevant Person and the Existing Owners arising in relation to the deed poll.



Signing page


Executed as a deed poll

Executed as a deed by each of the below in favour of each Relevant Person (other than itself).

ListCo

Signed by
Autosports Group Limited
by

sign here ▶



Company Secretary/Director

sign here ▶



Director

print name

LEONIE CHAPMAN

print name

THOMAS WILLIAM POULETT

Operating Entities

Signed sealed and delivered respectively by each of the following companies

ASG Brisbane Pty Ltd
Autosports Castle Hill Pty Ltd
Autosports Five Dock Pty Ltd
Autosports Leichhardt Pty Ltd
Autosports Prestige Pty Ltd
Autosports Sutherland Pty Ltd
Betar Prestige Cars Pty Ltd
Birchgrove Finance Pty Ltd
Mosman Prestige Cars Pty Ltd
New Centenary Mazda Pty Ltd
New Centenary Mercedes-Benz Pty Ltd
Prestige Auto Traders Australia Pty Ltd
Prestige Repair Works Pty Ltd
by their common office holders

sign here ▶



Director

sign here ▶



Director

print name

James Ian Pagent


print name

Nicholas Ian Pagent




Operating Entity

Signed sealed and delivered for
Autosports Brisbane Pty Ltd
by its attorney

sign here ► 

Attorney
print name Nicholas Ian Pagent

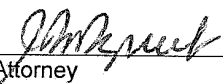
in the presence of

sign here ► 

Witness
print name Lucinda Bradshaw

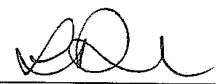
Operating Entity

Signed sealed and delivered for
Modena Trading Pty Ltd
by its attorney

sign here ► 

Attorney
print name James Ian Pagent

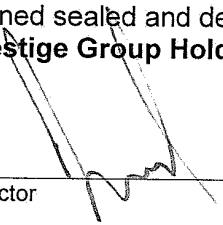
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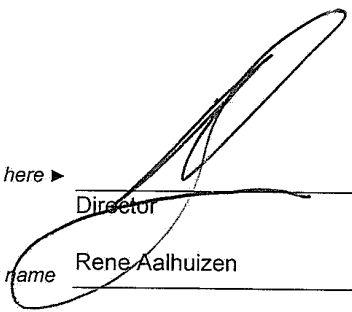
Witness
print name Lucinda Bradshaw

Operating Entity

Signed sealed and delivered by
Prestige Group Holdings Pty Ltd
by

sign here ► 

Director
print name Richard Gazzard

sign here ► 

Director
print name Rene Aalhuizen
