

6 August 2020

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

Our ref: JRE/38210646

Dear Sir/Madam

Substantial shareholder notices in National Tyre & Wheel Limited

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

We enclose:

- (a) a Form 603 Notice of initial substantial holder on behalf of NTAW; and
- (b) a Form 604 Notice of change in interests of substantial holder on behalf of ST Corso Pty Ltd (**ST Corso**).

This letter is provided to assist the market to interpret the two attached notices.

The enclosed notices are provided on behalf of:

- **NTAW** (and other persons named in that notice) – on the basis that NTAW controls the disposal of shares under the voluntary restriction deeds referred to in and attached to the notice. NTAW has no right to acquire these shares or to control the voting rights attaching to these shares; and
- **ST Corso** (and other persons named in that notice) – on the basis that section 608(3) of the Corporations Act 2001 (Cth) deems ST Corso to have a relevant interest in the securities that NTAW has a relevant interest in.

Yours sincerely



John Reen
Partner
Dentons Australia

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme National Tyre & Wheel Limited

ACN/ARSN 095 843 020

1. Details of substantial holder (1)

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

ACN/ARSN (if applicable) 095 843 020

The holder became a substantial holder on 04/08/2020

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Fully paid ordinary shares	11,534,482	11,534,482	10.10%

3. Details of relevant interests

The nature of the relevant interest the substantial holder or an associate had in the following voting securities on the date the substantial holder became a substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
NTAW Group	NTAW has entered into voluntary restriction deeds with Tyres4U Pty Ltd as trustee for the TWA Trust and Tyre & Tube Australia (Services) Pty Ltd as announced by NTAW on 17 July 2020. NTAW also entered into a voluntary restriction deed with Trevor Wren on 18 June 2018. Under the restriction deeds, the relevant shareholders are restricted from disposing of the relevant shares for a voluntary restriction period, giving NTAW Group a technical relevant interest in the shares under section 608(1)(c) of the Corporations Act. NTAW Group has no power to acquire or to exercise or control the exercise of a right to vote attached to the shares and its relevant interest in the shares is qualified accordingly. Details of the relevant shareholders, number of shares and voluntary restriction periods and a copy of the voluntary restriction deeds are set out in Annexure B to this Form.	11,534,482 fully paid ordinary shares in NTAW

4. Details of present registered holders

The persons registered as holders of the securities referred to in paragraph 3 above are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
NTAW Group	See Annexure B	See Annexure B	11,534,482 fully paid ordinary shares in NTAW

5. Consideration

The consideration paid for each relevant interest referred to in paragraph 3 above, and acquired in the four months prior to the day that the substantial holder became a substantial holder is as follows:

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
NTAW Group	4 August 2020, being the date on which the voluntary restriction periods commenced under the voluntary restriction deeds with Tyres4U Pty Ltd as trustee for the TWA Trust and Tyre & Tube Australia (Services) Pty Ltd. NTAW Group has no right to acquire the shares that are subject to these deeds.	Nil	Nil	11,315,903 fully paid ordinary shares in NTAW

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:

Name and ACN/ARSN (if applicable)	Nature of association

7. Addresses

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

Name	Address
NTAW Group	30 Gow Street, Moorooka, Queensland 4105
Tyres4U Pty Ltd as trustee for the TWA Trust	Boroughs Australia Pty Limited, Level 6, 77 Castlereagh Street, Sydney NSW 2000
Tyre & Tube Australia (Services) Pty Ltd	PO Box 7075, McMahons Point NSW 2060
Trevor Wren	c/- 30 Gow Street, Moorooka, Qld 4105

Signature

print name Laura Fanning

capacity Secretary

sign here



date 06/08/2020

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'

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

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



Laura Fanning
Secretary

6 August 2020

Date

Subsidiaries of National Tyre & Wheel Limited

MPC Mags & Tyres Pty Ltd ACN 117 639 040

Top Draw Tyres (Proprietary) Limited

Exclusive Tyre Distributors Pty Ltd ACN 159 029 357

Exclusive Tyre Distributors (NZ) Limited

Dynamic Wheel Co. Limited ACN 007 147 364

Statewide Tyre Distribution Pty Ltd ACN 008 181 904

National Tyre Wholesalers (NZ) Limited NZBN 9429048495059

NTAW Purchaser Australia Pty Ltd ACN 642 540 690

ANNEXURE 'B'

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

This is Annexure B of 32 pages referred to in form 603 Notice of Initial Substantial Holder



6 August 2020

Laura Fanning
Secretary

Date

Registered holder of securities	Number of securities	Voluntary restriction period
Tyres4U Pty Ltd as trustee for the TWA Trust	10,617,107	From 4 August 2020 until 4 February 2022
Tyre & Tube Australia (Services) Pty Ltd	698,796	From 4 August 2020 until 4 February 2022
Trevor Wren	218,579	From 18 June 2018 until 31 May 2021
Total	11,534,482	

A copy of each voluntary restriction deed follows.

Voluntary Restriction Deed

National Tyre & Wheel Limited
ACN 095 843 020

Tyres4U Pty Ltd in its capacity as trustee of the TWA
Trust

大成 DENTONS

77 Castlereagh Street
Sydney NSW 2000
Australia

T +61 2 9931 4999
F +61 2 9931 4888
Ref: JRE/4020898

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THIS DEED is made on 4 August 2020

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

AND Tyres4U Pty Ltd in its capacity as trustee of the TWA Trust
of Level 3, 157 Walker Street, North Sydney New South Wales 2060
(**Holder**)

RECITALS

- A. The Company has issued the Restricted Securities to the Holder.
- B. The Restricted Securities are subject to forfeiture in accordance with their terms of issue.
- C. The Holder has agreed that it will not deal with the Restricted Securities except as set out in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Deed:

ASX means ASX Limited and its subsidiaries.

ASX Listing Rules means the official listing rules of ASX.

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

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

Business Sale Agreement means the business sale agreement between the Company, the Holder and others dated 17 July 2020.

Completion Date means the date of completion of the Business Sale Agreement.

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

Escrow Period means the period commencing on the Issue Date and ending on the Expiry Date and, if any of the Restricted Securities are forfeited in accordance with their terms of issue, the relevant Escrow Period for those Restricted Securities will be automatically extended until the date that those Restricted Securities are cancelled in accordance with section 258D of the Corporations Act.

Expiry Date means the later of:

- (a) 18 months from the Completion Date; and
- (b) the second Business Day following the date of agreement or determination of the last Warranty Claim as contemplated by clause 16.3 of the Business Sale Agreement.

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

Issue Date means the date of issue of the Restricted Securities.

Restricted Securities means 10,617,107 fully paid ordinary shares in the capital of the Company and any securities attaching to or arising out of those securities.

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

Security Interest means an interest or power:

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

Takeover Bid has the meaning given to that term in the Corporations Act.

Warranty Claim has the meaning given in the Business Sale Agreement.

1.2 Interpretation

In this Deed:

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

2. ESCROW RESTRICTIONS

2.1 Restrictions

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

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

2.2 Other rights

During the Escrow Period, the Holder may exercise in its discretion all voting rights attached to the Restricted Securities and this deed will have no effect on any rights of the Holder to receive or participate in dividends, any rights issues or other distribution in respect of the Restricted Securities.

2.3 Holding lock

- (a) Without limiting clause 2.1, the Holder:
 - (i) acknowledges that during the Escrow Period the Restricted Securities will be kept on the Company's issuer sponsored sub-register; and
 - (ii) consents, for the purpose of ASX Listing Rule 8.10.1(i) and for all other purposes, to the application of a Holding Lock on the Restricted Securities and to the Company refusing to register a paper-based transfer of the Restricted Securities during the Escrow Period.
- (b) For the purpose of ASX Listing Rule 8.10.3 and for all other purposes, the Holder is taken, by its execution of this Deed, to have received notice from the Company of the Holding Lock and the reason for it.
- (c) The Company agrees, on the request of the Holder, to promptly remove the Holding Lock on, or register a paper-based transfer of, the Restricted Securities if the restrictions in clause 2.1 do not apply in accordance with either clauses 3.1, 4.1 or 5, or on expiry of the Escrow Period.
- (d) If the restrictions in clause 2.1 continue to apply to the Restricted Securities in the circumstances referred to in either clause 3.2 or clause 4.2, then clause 2.3(a) continues to apply to the Holder.

3. TAKEOVER BID

3.1 Successful bid

Subject to clause 3.2, if:

- (a) a Takeover Bid (whether a full bid or a proportional bid) is made to acquire ordinary shares in the capital of the Company; and

- (b) holders of at least half of the securities in the bid class that are not subject to escrow have accepted the Takeover Bid,

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

3.2 Unsuccessful bid

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

4. SCHEME OF ARRANGEMENT

4.1 Successful scheme

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

4.2 Unsuccessful scheme

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

5. OTHER

The Company must release all or any part of the Restricted Securities from the restrictions in clause 2.1 to the extent necessary to allow the Restricted Securities to be transferred or cancelled as part of a share buyback or return of capital or other similar reorganisation which has in any such case received all necessary approvals, including all such necessary approvals by shareholders of the Company and courts.

6. WARRANTIES

The Holder warrants to the Company that:

- (a) if the Holder is a body corporate, the Holder is duly incorporated and in good standing;
- (b) the Restricted Securities are as set out in clause 1.1; and
- (c) before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2.1 if done or omitted to be done during the Escrow Period.

7. CONSEQUENCES OF BREACHING THIS DEED

7.1 Potential breach

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

7.2 Breach

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

- (a) the Company may take any steps it considers necessary to enforce the Deed, or to rectify the breach; and
- (b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities.

8. COSTS AND STAMP DUTY

8.1 Costs

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

9. NOTICES

- (a) Any notice to be given to one party by the other under this Deed:
 - (i) must be in legible writing and in English addressed as follows:
 - (A) if to the Holder:
 - Address: Boroughs Australia Pty Limited, Level 6, 77 Castlereagh Street, SYDNEY NSW 2000
 - Attention: Brenden Hughes
 - Email: bhughes@boroughts.net.au
 - (B) if to the Company:
 - Address: 30 Gow Street Moorooka, Queensland 4105
 - Attention: Peter Ludemann
 - Email: Peter.L@exclusivetyres.com.au
 - (ii) must be delivered to the recipient in person or courier hand delivery or by prepaid ordinary post; and
 - (iii) must be signed by a duly authorised representative.
- (b) A notice is regarded as being given by the sender and received by the recipient:
 - (i) if by delivery in person, when delivered to the recipient; or
 - (ii) if by post, 3 Business Days from and including the date of postage;
- (c) A notice may be relied upon by the recipient and the recipient is not liable to the other party for any consequences of that reliance if the recipient reasonably believes the notice to be genuine, correct and authorised by the sender.

10. GENERAL

10.1 Assignment, etc

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

10.2 Governing law

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

10.3 Costs

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

10.4 Severance

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

10.5 Waiver

- (a) Waiver of a breach or of any right of election arising from a breach of this Deed must be in writing and signed by the party granting the waiver.
- (b) A breach or any right of election arising from a breach of this Deed is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

10.6 Variation

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

10.7 Approvals and consents

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

10.8 Further action

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

10.9 Counterparts

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

10.10 No merger

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

10.11 Power of attorney

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

SIGNED as a DEED

Signed sealed and delivered by and on behalf of **National Tyre & Wheel Limited** pursuant to section 127 of the Corporations Act:



Signature of Secretary/Director

Jason Lamb
Print name



Signature of Director

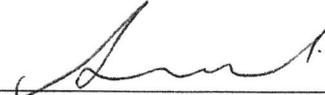
Peter Ludemann
Print name

Signed sealed and delivered by and on behalf
of **Tyres4U Pty Ltd in its capacity as trustee of**
the **TWA Trust** pursuant to section 127 of the
Corporations Act:



Signature of Secretary/Director

EDWARD MICHAEL ROSS
Print name



Signature of Director

SANDY NICOLLE WIESEL.
Print name

Voluntary Restriction Deed

National Tyre & Wheel Limited
ACN 095 843 020

Tyre & Tube Australia (Services) Pty Ltd
ACN 105 550 089

大成 DENTONS

77 Castlereagh Street
Sydney NSW 2000
Australia

T +61 2 9931 4999
F +61 2 9931 4888
Ref: JRE/4020898

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	SIGNED as a DEED.....	8

THIS DEED is made on

4 August 2020

BETWEEN National Tyre & Wheel Limited

ACN 095 843 020
of 30 Gow Street, Moorooka, Queensland 4105
(**Company**)

AND Tyre & Tube Australia (Services) Pty Ltd

105 550 089 of [Redacted address] (**Holder**)

RECITALS

- A. The Company has issued the Restricted Securities to the Holder.
- B. The Restricted Securities are subject to forfeiture in accordance with their terms of issue.
- C. The Holder has agreed that it will not deal with the Restricted Securities except as set out in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Deed:

AB means Andrew Bloxham.

ASX means ASX Limited and its subsidiaries.

ASX Listing Rules means the official listing rules of ASX.

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

Bad Leaver has the meaning given in the Deed of Release.

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

Business Sale Agreement means the business sale agreement between the Company, the Holder and others dated 17 July 2020.

Completion Date means the date of completion of the Business Sale Agreement.

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

Deed of Release means the Deed of Release between the Holder, AB, NTD and others dated 17 July 2020.

Employment Agreement means the employment agreement between AB and Tyres4U Pty Ltd dated 14 October 2019, as amended, which will bind AB and the Employer on and from the Completion Date.

Employer means NTAW Purchaser Australia Pty Ltd ACN 642 540 690.

Escrow Period means the period commencing on the Issue Date and ending on the Expiry Date and, if the Restricted Securities are forfeited in accordance with

their terms of issue, the relevant Escrow Period for those Restricted Securities will be automatically extended until the date that the Restricted Securities are cancelled in accordance with section 258D of the Corporations Act.

Expiry Date means the earlier of:

- (a) 18 months from the Completion Date; and
- (b) the date that AB's employment with the Employer ceases in circumstances where AB is a Good Leaver.

Good Leaver means AB ceasing to be employed or engaged by the Employer other than as a Bad Leaver.

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

Issue Date means the date of issue of the Restricted Securities.

Restricted Securities means 698,796 fully paid ordinary shares in the capital of the Company that were issued under or in connection with the Deed of Release and any securities attaching to or arising out of those securities.

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

Security Interest means an interest or power:

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

Takeover Bid has the meaning given to that term in the Corporations Act.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party to this Deed includes the party's successors and permitted assigns;
- (e) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority and vice versa;
- (f) a reference to this Deed or another document includes any variation, novation, replacement or supplement to any of them from time to time;
- (g) a reference to a part, clause, annexure or schedule is a reference to a part of, clause of, an annexure or schedule to this Deed and a reference to this Deed includes any annexure and schedule;
- (h) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and any regulations and statutory instruments issued under it;

- (i) specifying anything in this Deed after the words including, includes or for example or similar expressions does not limit what else might be included unless there is express wording to the contrary;
- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed;
- (k) a reference to dollars or \$ is to Australian currency; and
- (l) all references to time are to Sydney time.

2. ESCROW RESTRICTIONS

2.1 Restrictions

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

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

2.2 Voting

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

2.3 Holding lock

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

3. TAKEOVER BID

3.1 Successful bid

Subject to clause 3.2, if:

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

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

3.2 Unsuccessful bid

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

4. SCHEME OF ARRANGEMENT

4.1 Successful scheme

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

4.2 Unsuccessful scheme

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

5. WARRANTIES

The Holder warrants to the Company that:

- (a) if the Holder is a body corporate, the Holder is duly incorporated and in good standing;
- (b) the Restricted Securities are as set out in clause 1.1; and
- (c) before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2.1 if done or omitted to be done during the Escrow Period.

6. CONSEQUENCES OF BREACHING THIS DEED

6.1 Potential breach

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

6.2 Breach

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

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

7. COSTS AND STAMP DUTY

7.1 Costs

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

7.2 Stamp duty

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

8. NOTICES

- (a) Any notice to be given to one party by the other under this Deed:
 - (i) must be in legible writing and in English addressed as follows:
 - (A) if to the Holder:
 - Address: [Redacted address]
 - Attention: Andrew Bloxham
 - Email: [Redacted address]
 - (B) if to the Company:
 - Address: 30 Gow Street
Moorooka, Queensland 4105
 - Attention: Peter Ludemann
 - Email: Peter.L@exclusivetyres.com.au
 - (ii) must be delivered to the recipient in person or courier hand delivery or by prepaid ordinary post; and
 - (iii) must be signed by a duly authorised representative.
- (b) A notice is regarded as being given by the sender and received by the recipient:
 - (i) if by delivery in person, when delivered to the recipient; or
 - (ii) if by post, 3 Business Days from and including the date of postage;
- (c) A notice may be relied upon by the recipient and the recipient is not liable to the other party for any consequences of that reliance if the recipient

reasonably believes the notice to be genuine, correct and authorised by the sender.

9. GENERAL

9.1 Assignment, etc

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

9.2 Governing law

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

9.3 Costs

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

9.4 Severance

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

9.5 Waiver

- (a) Waiver of a breach or of any right of election arising from a breach of this Deed must be in writing and signed by the party granting the waiver.
- (b) A breach or any right of election arising from a breach of this Deed is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

9.6 Variation

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

9.7 Approvals and consents

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

9.8 Further action

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

9.9 Counterparts

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

9.10 No merger

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

9.11 Power of attorney

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

SIGNED as a DEED

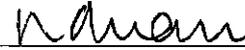
Signed sealed and delivered by and on behalf of **National Tyre & Wheel Limited** pursuant to section 127 of the Corporations Act:



Signature of Secretary/Director

Simon Lamb

Print name



Signature of Director

Peter Ludemann

Print name

Signed sealed and delivered by and on behalf of Tyre & Tube Australia (Services) Pty Ltd pursuant to section 127 of the Corporations Act:



Signature of Secretary/Director

Andrew Bloxham

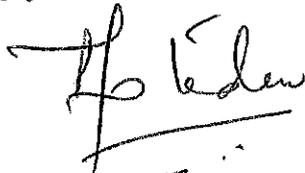
Print name

Sole Director.

Signature of Director

Print name

Signature of witness.



PAULINE FOTEDAR

Voluntary Restriction Deed

National Tyre & Wheel Limited
ACN 095 843 020

Trevor John Wren

大成 DENTONS

77 Castlereagh Street
Sydney NSW 2000
Australia

T +61 2 9931 4999
F +61 2 9931 4888
Ref: JRE/38213812

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THIS DEED is made on 31 May 2018

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

AND Trevor John Wren

(Holder)

RECITALS

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

OPERATIVE PROVISIONS

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Deed:

ASX means ASX Limited and its subsidiaries.

ASX Listing Rules means the official listing rules of ASX.

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

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

Completion Date means the date of completion of the Share Sale Deed.

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

Escrow Period means the First Escrow Period, the Second Escrow Period and the Third Escrow Period, as applicable.

First Escrow Period means the period commencing on the Issue Date and ending on the first anniversary of the Completion Date.

First Restricted Securities means 218,579 fully paid ordinary shares in the capital of the Company and any securities attaching to or arising out of those securities.

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

Issue Date means the date of issue of the Restricted Securities.

Restricted Securities means the First Restricted Securities, the Second Restricted Securities and the Third Restricted Securities, as applicable.

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

Second Escrow Period means the period commencing on the Issue Date and ending on the second anniversary of the Completion Date.

Second Restricted Securities means 218,579 fully paid ordinary shares in the capital of the Company and any securities attaching to or arising out of those securities.

Security Interest means an interest or power:

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

Share Sale Deed means the share sale and purchase deed between the Company, the Holder and others dated 31 May 2018.

Takeover Bid has the meaning given to that term in the Corporations Act.

Third Escrow Period means the period commencing on the Issue Date and ending on the third anniversary of the Completion Date.

Third Restricted Securities means 218,579 fully paid ordinary shares in the capital of the Company and any securities attaching to or arising out of those securities.

1.2 Interpretation

In this Deed:

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

- (k) a reference to dollars or \$ is to Australian currency; and
- (l) all references to time are to Brisbane time.

2. ESCROW RESTRICTIONS

2.1 Restrictions

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

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

2.2 Voting

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

2.3 Holding lock

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

3. TAKEOVER BID

3.1 Successful bid

Subject to clause 3.2, if:

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

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

3.2 Unsuccessful bid

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

4. SCHEME OF ARRANGEMENT

4.1 Successful scheme

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

4.2 Unsuccessful scheme

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

5. WARRANTIES

The Holder warrants to the Company that:

- (a) if the Holder is a body corporate, the Holder is duly incorporated and in good standing;
- (b) the Restricted Securities are as set out in clause 1.1; and
- (c) before the Escrow Period begins, the Holder has not done, or omitted to do, any act which would breach clause 2.1 if done or omitted to be done during the Escrow Period.

6. CONSEQUENCES OF BREACHING THIS DEED

6.1 Potential breach

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

6.2 Breach

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

- (a) the Company may take any steps it considers necessary to enforce the Deed, or to rectify the breach;
- (b) the Company may refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Restricted Securities; and

- (c) the Holder of the Restricted Securities ceases to be entitled to any dividends, distributions or voting rights in respect of the Restricted Securities while the breach continues.

7. COSTS AND STAMP DUTY

7.1 Costs

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

7.2 Stamp duty

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

8. NOTICES

- (a) Any notice to be given to one party by the other under this Deed:
 - (i) must be in legible writing and in English addressed as follows:
 - (A) if to the Holder:

Address: C/- R. M. Nicol & Associates
129 Lipson Street
Port Adelaide SA 5015

Attention: Bob Nicol

Email: bnicol@rmonicol.com.au
 - (B) if to the Company:

Address: 30 Gow Street
Moorooka, Queensland 4105

Attention: Peter Ludemann

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

9. GENERAL

9.1 Assignment, etc

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

9.2 Governing law

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

9.3 Costs

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

9.4 Duty

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

9.5 Severance

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

9.6 Waiver

- (a) Waiver of a breach or of any right of election arising from a breach of this Deed must be in writing and signed by the party granting the waiver.
- (b) A breach or any right of election arising from a breach of this Deed is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

9.7 Variation

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

9.8 Approvals and consents

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

9.9 Further action

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

9.10 Counterparts

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

9.11 No merger

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

9.12 Power of attorney

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

Form 604
Corporations Act 2001
Section 671B

Notice of change of interests of substantial holder

To Company Name/Scheme National Tyre & Wheel Limited (NTAW)

ACN/ARSN 095 843 020

1. Details of substantial holder (1)

Name ST Corso Pty Ltd ACN 075 838 069 atf the Smith Trading Trust (ST Corso), Terence Patrick Smith and Susanne Smith, STFT Investment Holdings Pty Ltd ACN 108 389 662 (together Smith Group)

ACN/ARSN (if applicable) As above

There was a change in the interests of the substantial holder on 04/08/2020
The previous notice was given to the company on 05/09/2019
The previous notice was dated 05/09/2019

2. Previous and present 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 when last required, and when now required, to give a substantial holding notice to the company or scheme, are as follows:

Class of securities (4)	Previous notice		Present notice	
	Person's votes	Voting power (5)	Person's votes	Voting power (5)
Fully paid ordinary shares	27,692,455	26.91%	38,789,779	33.96%

3. Changes in relevant interests

Particulars of each change in, or change in the nature of, a relevant interest of the substantial holder or an associate 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 (6)	Consideration given in relation to change (7)	Class and number of securities affected	Person's votes affected
31/05/2020	Smith Group	Release of shares from voluntary escrow in which Smith Group had a relevant interest under s608(3) of the Corporations Act 2001 (Cth) (Corporations Act) merely as a result of having voting power of more than 20% in NTAW	N/A	(218,579) fully paid ordinary shares	N/A
04/08/2020	Smith Group	Dilution of interests as a result of shares issued on 4 August 2020	N/A	N/A	N/A

04/08/2020	Smith Group	Deemed relevant interest under s608(3) of the Corporations Act (as ST Corso has voting power of more than 20% in NTAW) in shares in which NTAW has a relevant interest under s608(1)(c) of the Corporations Act as a result of voluntary restriction deed between NTAW and Tyres4U Pty Ltd announced by NTAW on 17 July 2020 and contained in NTAW's Form 603 dated 6 August 2020	N/A	10,617,107 fully paid ordinary shares	N/A
04/08/2020	Smith Group	Deemed relevant interest under s608(3) of the Corporations Act (as ST Corso has voting power of more than 20% in NTAW) in shares in which NTAW has a relevant interest under s608(1)(c) of the Corporations Act as a result of voluntary restriction deed between NTAW and Tyre & Tube Australia (Services) Pty Ltd announced by NTAW on 17 July 2020 and contained in NTAW's Form 603 dated 6 August 2020	N/A	698,796 fully paid ordinary shares	N/A

4. Present relevant interests

Particulars of each relevant interest of the substantial holder in voting securities after the change are as follows:

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Nature of relevant interest (6)	Class and number of securities	Person's votes
ST Corso	ST Corso		Interest under s608(1)(a) of the Corporations Act as the holder of the securities	26,750,297 fully paid ordinary shares	26,750,297
Terence Patrick Smith and Susanne Smith	ST Corso		Interest under s608(3) of the Corporations Act as persons that have the relevant interest in the securities that a body corporate (ST Corso) controlled by the persons have.	26,750,297 fully paid ordinary shares	26,750,297
ST Corso	Bond Street Custodians Limited		Interest under s608(1)(b) and (c) of the Corporations Act as a person that has power to exercise, or control the exercise of, a right to vote the securities and a power to dispose of, or control the exercise of a power to dispose of, the securities	410,000 fully paid ordinary shares	410,000
Terence Patrick Smith and Susanne Smith	Bond Street Custodians Limited		Interest under s608(3) of the Corporations Act as persons that have the relevant interest in the securities that a body corporate (ST Corso) controlled by the persons have.	410,000 fully paid ordinary shares	410,000

STFT Investment Holdings Pty Ltd	Bond Street Custodians Limited		Interest under s608(1)(b) and (c) of the Corporations Act as a person that has power to exercise, or control the exercise of, a right to vote the securities and a power to dispose of, or control the exercise of a power to dispose of, the securities	95,000 fully paid ordinary shares	95,000
Terence Patrick Smith and Susanne Smith, ST Corso	Bond Street Custodians Limited		Interest under s608(3) of the Corporations Act as persons that have the relevant interest in the securities that a body corporate (STFT Investment Holdings Pty Ltd) controlled by the persons have.	95,000 fully paid ordinary shares	95,000
Smith Group	Persons referred to in Annexure B of NTAW's Form 603 dated 6 August 2020		Deemed relevant interest under s608(3) of the Corporations Act (as ST Corso has voting power of more than 20% in NTAW) in shares in which NTAW has a relevant interest under s608(1)(c) of the Corporations Act as a result of voluntary restriction deeds between NTAW and various shareholders.	11,534,482 fully paid ordinary shares	11,534,482

5. Changes in association

The persons who have become associates (2) of, ceased to be associates of, or have changed the nature of their association (9) 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
N/A	N/A

6. Addresses

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

Name	Address
Smith Group	30 Gow Street, Moorooka, Queensland 4105

Signature

print name Terence Patrick Smith

capacity For and on behalf of Substantial Holders

sign here



date 06/08/2020

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 6 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 person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (6) 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.
- (7) Details of the consideration must include any and all benefits, money 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 on 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.
- (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) Give details, if appropriate, of the present association and any change in that association since the last substantial holding notice.

SIGNED as a DEED

SIGNED SEALED AND DELIVERED for and on behalf of **NATIONAL TYRE & WHEEL LIMITED** ACN 095 843 02 by its duly appointed attorney, **JAMES NEVILLE LAMB** in the presence of:



Signature of witness



Signature of James Neville Lamb

BRAD STUART TARBOTTON

Name of witness

(block letters)

71 Commercial Rd Port Adelaide

Address of witness:

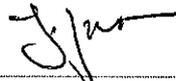
5015

The attorney executing this deed states that he has no notice of revocation or suspension of their power of attorney or authority

SIGNED SEALED AND DELIVERED by **TREVOR JOHN WREN** in the presence of



Witness



Signature of Trevor John Wren

BRAD STUART TARBOTTON

Name (printed)

71 Commercial Rd Port Adelaide

Address of Witness (printed)

SA 5015