

10 November 2017

The Manager  
Company Announcement  
ASX Limited  
Exchange Centre  
20 Bridge Street  
Sydney NSW 2000

Dear Sirs,

**Off-Market Takeover Bid by AMA Group Limited for Automotive Solutions Group Limited**

We refer to AMA Group Limited's (**AMA**) Bidder's Statement dated 1 November 2017 in relation to its off-market takeover offer for all of the ordinary shares in Automotive Solutions Group Limited (**ASGL**) that it does not already own (**Original Bidder's Statement**).

We enclose, by way of service pursuant to paragraph 647(3)(b) of the Corporations Act 2001 (Cth) (**Act**), AMA's first supplementary bidder's statement dated 10 November 2017 (**First Supplementary Bidder's Statement**).

We also enclose (as attached to the First Supplementary Bidder's Statement), by way of service pursuant to section 633A(2)(c) of the Act (as inserted by ASIC Class Order [CO 13/528]), a copy of a replacement bidder's statement (**Replacement Bidder's Statement**), which replicates the Original Bidder's Statement as amended by the First Supplementary Bidder's Statement and is marked-up to show all changes from the Original Bidder's Statement (**Amendments**).

We also enclose, by way of service pursuant to section 633A(2)(c) of the Act (as inserted by ASIC Class Order [CO 13/528]), a clean copy of the Replacement Bidder's Statement containing all Amendments (**Clean Version of the Replacement Bidder's Statement**).

Copies of the First Supplementary Bidder's Statement, the Replacement Bidder's Statement and the Clean Version of the Replacement Bidder's Statement have been lodged with ASIC and provided to ASGL on the date of this letter.

The lodgement of the enclosed documents with ASIC and the service of those documents on ASGL and the ASX has occurred no later than the time allowed for sending the Original Bidder's Statement to persons holding ASGL shares under subitem 6(a) of the table in subsection 633(1) of the Act.

AMA has sought ASIC's approval to serve the Clean Version of the Replacement Bidder's Statement (amended to include the date of the Offer, the date the Offer closes and any other dates that are related to, or dependent upon, those dates) on ASGL shareholders in the period less than 14 days from today's date in accordance with subitem 6(b) of the table in subsection 633(1) of the Act.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'TBakos', is written over a light blue rectangular background.

Terri Bakos  
**Company Secretary**  
**AMA Group Limited**

# First Supplementary Bidder's Statement

in relation to the Off-Market Cash Offer

by

**AMA Group Limited**

ACN 113 883 560

to purchase **ALL OF THE SHARES** in

**Automotive Solutions Group Limited**

ACN 613 474 089

**This document should be read together with the Bidder's Statement Off-Market Cash Offer dated 1 November 2017.**

**THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION**

It contains an offer by AMA Group Limited to purchase all of the shares in Automotive Solutions Group Limited. You should consult your financial, legal, taxation or other professional adviser as soon as possible.

# **AMA Group Limited**

**ACN 113 883 560**

## **FIRST SUPPLEMENTARY BIDDER'S STATEMENT**

### **1. Introduction**

This document is a supplementary bidder's statement under Section 643 of the Corporations Act 2001 (Cth).

It is the first supplementary bidder's statement (First Supplementary Bidder's Statement) issued by AMA Group Limited ACN 113 883 560 (AMA) in relation to its off-market takeover bid for all of the shares in Automotive Solutions Group Limited ACN 613 474 089 (ASGL) that AMA does not already own.

This First Supplementary Bidder's Statement supplements, and should be read together with, AMA's off-market bidder's statement dated 1 November 2017 (Original Bidder's Statement).

### **2. Amendments to Original Bidder's Statement**

This First Supplementary Bidder's Statement amends the Original Bidder's Statement as marked-up in the attached Replacement Bidder's Statement.

The Amendments to the Original Bidder's Statement are required to address the change of circumstance that occurred on 2 November 2017 when the Board of ASGL was replaced and the general meetings to be held on 13 November 2017 were cancelled. This supplementary bidder's statement will also clarify certain matters in the Original Bidder's Statement including AMA's position on the Board change.

### **3. Replacement Bidder's Statement**

The Replacement Bidder's Statement replaces the Original Bidder's Statement as amended by this First Supplementary Bidder's Statement.

A clean copy of the Replacement Bidder's Statement is issued at the same time as this First Supplementary Bidder's Statement.

### **4. Other Notices**

Unless the context otherwise requires, terms defined in the Original Bidder's Statement have the same meaning as in this First Supplementary Bidder's Statement.

A copy of this First Supplementary Bidder's Statement has been lodged with ASIC and provided to ASGL. Neither ASIC, nor any of its officers take any responsibility for its contents.

**5. Approval of this First Supplementary Bidder's Statement**

This First Supplementary Bidder's Statement is dated 10 November 2017 and was approved by a resolution of the Directors of AMA.

Signed by:

A handwritten signature in dark ink, appearing to read 'Ray Malone', is written over a horizontal line.

Ray Malone

Chairman, AMA Group Limited

Dated: 10 November 2017

# Replacement Bidder's Statement Off-Market Cash Offer

by

**AMA Group Limited** ACN 113 883 560

to purchase your shares in

**Automotive Solutions Group Limited**

ACN 613 474 089

## **ACCEPT THIS OFFER**

**THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION**

It contains an offer by AMA Group Limited to purchase all of the shares in Automotive Solutions Group Limited. If you are in any doubt how to treat this document, you should consult your financial, legal, taxation or other professional adviser as soon as possible.

If you have any questions or require assistance with your acceptance, please call Mr Andy Sibley at AMA Group Limited on 07 3897 5780 (within Australia) or +61 7 3897 5780 (for callers outside Australia).

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# Important Information

## Key Dates

1. Date of ASX Announcement: 1 November 2017
- 4.2. Date Original Bidder's Statement was lodged at ASIC: 1 November 2017
- 2.3. Date of this Replacement Bidder's Statement: 1 November 10 November 2017
- 3.4. Date of this Replacement Bidder's Statement was lodged at ASIC and ASX: 1 November 10 November 2017
- 4.5. Date of this Offer: [ ] November 2017\*
- 5.6. Date the Offer opens [ ] November 2017\*
- 6.7. Date the Offer closes: 7.00pm (AEDT) on [ ] November 2017 \*
- 7.8. Date the Bidder must advise of status of the Defeating Conditions: [ ] November 2017 \*
- 8.9. Date of payment: see Section 12.8 of this Bidder's Statement\*

**Qualification:** \* the dates in items ~~4, 5, 6, 7, and 8~~ and 9 above are correct as at the date of this Bidder's Statement Offer, but may vary if the Offer Period is extended or the Offer is withdrawn as permitted under the Corporations Act.

## Bidder's Statement

This is a Replacement Bidder's Statement and is given by AMA Group Limited ACN 113 883 560 (AMA) to Automotive Solutions Group Limited ACN 613 474 089 (ASGL) under Part 6.5 of the Corporations Act, as amended by ASIC Class Order CO 13/528 and the other modifications described in Section 11.9 of this Bidder's Statement. This Replacement Bidder's Statement is dated [ ] 2017 and replaces the Bidder's Statement dated 1 November 2017 and lodged with ASIC on that date (Original Bidder's Statement). This Replacement Bidder's Statement includes an Offer dated [ ] 2017 to acquire all of your ASGL Shares off-market (including existing ASGL Shares and all ASGL Shares that will come into existence upon the conversion of

or exercise of rights attached to other ASGL securities during the period from the Register Date to the end of the Offer Period).

The Offer made in this Replacement Bidder's Statement is on the same terms as the Offer set out in the Original Bidder's Statement.

All references to the Bidder's Statement in this document are to this Replacement Bidder's Statement.

This Bidder's Statement is dated 1 November 2017 and is given by AMA Group Limited (ACN 113 883 560) (AMA) under Part 6.5 of the Corporations Act. It contains an Offer dated [ ] November 2017 to acquire all of your Shares in Automotive Solutions Group Limited (ACN 613 474 089) (ASGL) off-market (including existing ASGL Shares and all ASGL Shares that will come into existence upon the conversion of or exercise of rights attached to other ASGL securities during the period from the Register Date to the end of the Offer Period).

You should read this Bidder's Statement in its entirety.

## ASIC and ASX disclaimer

A copy of this Bidder's Statement was lodged with ASIC and provided to ASX on [ ] ~~14 November~~ 2017. Neither ASIC, ASX nor any of their respective officers takes any responsibility for the contents of this Bidder's Statement or the merits of the Offer.

## Defined Terms

A number of defined terms are used in this Bidder's Statement. Unless a contrary intention appears or the words are defined in Section 13 of this Bidder's Statement, words and phrases in this Bidder's Statement have the same meaning and interpretation as in the Corporations Act.

## Investment decisions

This Bidder's Statement does not take into account your individual investment objectives, financial situation or particular needs. You should consider seeking independent financial, legal or taxation advice before deciding whether or not to accept the Offer.

Form

## Forward-looking statements

Some of the statements in this Bidder's Statement are in the nature of forward looking statements including statements of current intention in Section 8 of this Bidder's statement.

Forward-looking statements are not based on historical facts; they are based on current expectations of future results or events. Forward-looking statements are by their nature subject to inherent risks, uncertainties and assumptions which could cause actual results or events to differ materially from the expectations set out in such forward-looking statements. Forward looking statements are generally identified by the use of words such as, 'likely', 'believe', 'intend', 'expect' or 'anticipate' and other similar wording. While AMA believes that the expectations reflected in the forward-looking statements in this document are reasonable, no assurance can be given that such expectations will prove to be correct. Matters as yet not known to AMA or not currently considered material by AMA may cause actual results or events to be materially different from those expressed in any forward-looking statements. Any forward-looking statement contained in this Bidder's Statement is qualified by this cautionary statement.

AMA and its respective officers, persons named in this Bidder's Statement with their consent or any other person involved in the preparation of this Bidder's Statement does not make any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement, or any events or outcomes expressed or implied in any forward-looking statement and any statement in the nature of a forward-looking statement having regard to the fact that the outcome may not be achieved, except to the extent required by law.

## Information regarding the Bidder and the Target

The Corporations Act prescribes that certain information be included in a Bidder's Statement. This Bidder's Statement complies with Sections 636 and 637 of the Corporations Act. All information in this Bidder's Statement relating to ASGL has been prepared by or on behalf of AMA using publicly available information including information set out on ASGL's ASX announcements platform and AMA does not make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

## The Target's Statement

The Corporations Act prescribes requirements for a Target Statement which the Directors of ASGL are required to provide to the Shareholders of ASGL in response to this Bidder's Statement.

## Notice of foreign shareholders

The distribution of this Bidder's Statement may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this Bidder's Statement should inform themselves of, and observe, those restrictions. This Bidder's Statement does not constitute an offer in any jurisdiction in which, or to any person to which, it would not be lawful to make such an offer.

## Offer information contact

For information regarding your ASGL Shares, the Offer or how to accept the Offer, please read this Bidder's Statement. If you still need assistance please contact Mr Andy Sibley of AMA Group Limited on 07 3897 5780 (from within Australia) or +61 7 3897 5780 (from outside Australia), or consult your financial, legal, taxation or other professional adviser.

## Internet references

Both AMA and ASGL maintain internet sites. The AMA internet site is [www.amagroupltd.com](http://www.amagroupltd.com). The ASGL internet site is [www.asgl.com.au](http://www.asgl.com.au). Information contained in, or otherwise accessible through, these internet sites is not part of this Bidder's Statement. All references in this Bidder's Statement to these internet sites are inactive textual references to these sites and are for your information only.

## Share Registry

### Computershare Investor Services Pty Limited

Address: GPO Box 52 Melbourne Vic 3000.

Phone: 1300 140 579 or 03) 9415 4100

## How to accept

Acceptance of the Offer must be received in sufficient time to be acted upon before the close of Offer Period. Acceptance Forms must be sent to the

address stated on the front and on the reverse of the Acceptance Form. To accept the Offer, you should follow the instructions set out in Section 1.2 of this Bidder's Statement.

# Chairman's Letter

~~4 November~~ 10 November 2017

Dear Fellow ASGL Shareholder,

On behalf of the Board of Directors of AMA Group Limited (**AMA**), I am pleased to introduce an off-market offer (**Offer**) by AMA to acquire all of your Shares in Automotive Solutions Group Limited (**ASGL**) for \$0.35 per ASGL Share (**Offer Price**), for cash consideration.

The Offer also extends to all ASGL Shares which come into existence upon the conversion of or exercise of rights attached to other ASGL securities from the Register Date to the end of the Offer Period.

This Offer is conditional upon certain conditions being satisfied including, amongst others, AMA achieving a relevant interest in not less than 50.1% of the total voting Shares in ASGL at or before the end of the Offer Period.

AMA is the major shareholder of ASGL, currently holding a relevant interest in 31.29% of the total voting Shares in ASGL.

## Reasons to accept the Offer

The Offer Price represents a 48.9% premium to the closing price of ASGL Shares on 31 October 2017 of \$0.235 per Share (being the last day on which ASGL Shares traded on the ASX before the announcement date of 1 November 2017 (Announcement Dated)).

The Offer Price represents a premium of 31.4% to the Volume Weighted Average Price of ASGL Shares on the ASX of \$0.266 per Share, for the period from 10 July 2017 (the first trading day after AMA's previous takeover offer closed) to 31 October 2017.

The Offer capitalises ASGL at \$17.621m. This is 2.85 times ASGL's net tangible assets (\$6.176 million) as at 30 June 2017.

The Offer Price equals the highest price paid by AMA for ASGL Shares in the period of 4 months prior to the Announcement Date. No other ASGL Shares have been acquired by AMA in the period since the Announcement Date.~~date of this Offer.~~

As shareholders you have been promised a return of shareholder value, however there is no definition of what that actually represents and by when. The reality is that poor financial performance has resulted in a depletion of ASGL's cash resources, and a dysfunctional board of directors has used~~is using~~ ASGL's resources to fight each other. You have to ask yourself what does a return of shareholder value mean and by when?

Following closing of AMA's previous takeover offer on 7 July 2017, there have also been a number of significant events:

- (a) the supposedly temporary price weakness has now proven itself to be sustained given that since in the period between 12 July 2017 and 31 October 2017, every on-market trade of ASGL Shares has been at a price below \$0.35 per Share.
- (b) the volume weighted average price of ASGL Shares traded on the ASX (VWAP) for the following periods up to 31 October 2017 is as follows:
  - (i) for the last 30 days: \$0.22 per Share
  - (ii) for the last 60 days \$0.243 per Share
  - (iii) for the last 90 days: \$0.253 per Share
- (c) On this basis, the present offer of \$0.35 per Share is a significant premium to those prices as follows:
  - (i) 30 day VWAP : +58.7%;

- (ii) 60 day VWAP : +44.3%;
  - (iii) 90 day VWAP : +38.5%,.
- (d) the 30 June 2017 annual report for ASGL reveals:
- (i) a loss before interest and tax (EBIT) of \$19,337,948, which included an impairment of goodwill of \$13,867,680, relating to six businesses acquired 6.5 months prior, on 16 December 2016;
  - (ii) that the reported EBIT loss of \$19,337,948 differed to the result reported in the 30 June 2017 Appendix 4E preliminary final report (provided to the ASX on 31 August 2017) by \$7,156,834. This raises serious questions about the market guidance range of \$0.8 million to \$0.9 million, provided to the market on 26 April 2017;
  - (iii) that the cash and cash equivalent balance was \$1,863,220. This has reduced from the balance reported at 31 December 2016 of \$3,971,283;
  - (iv) an audit qualification as over 25% of the inventory value was unable to be verified.
- (e) ASGL is not giving any announcements to the market to indicate that its turnaround plan is having effect or that or as to its progress regarding its guidance for the second half of 2017;
- (f) ASGL has had a change of CEO, Chairman (twice), CFO, and has engaged multiple apparent turn around specialists and contractors. Three new directors joined the board (Mr Carr on 27 October 2017 and Mr Ranawake and Mr Chapman on 2 November 2017). On 2 November 2017 Peter Alexander, Mark Larkham and Bruce Wedemeyer all resigned as directors after, and now has directors who are not united, with two warring factions fighting for control of the Board with two extraordinary general meetings to remove and appoint directors were called by fighting factions and then cancelled. Mr Wedemeyer also dropped legal proceedings against ASGL which were announced to the market as having been commenced 1 day earlier. to be held at different times on 13 November 2017 and in different locations. As a

shareholder, AMA is concerned at this series of extraordinary events, with no guarantee similar events will not occur in the future. Further, ASGL is now in the hands of an entirely new board with no prior experience or involvement in ASGL. It is apparent from this that the Board of ASGL is dysfunctional and lacking unity; and

- (g) The last Appendix 4C (Quarterly Cash Flow Report) lodged on 1 November 2017 reveals operating cash outflows in the quarter of \$8.400 million and operating cash inflows for the quarter of \$7.821 million resulting in net operating cash outflows of \$0.579 million. After net investing cash outflows of \$0.088 million, the cash and cash equivalents at the end of the quarter reduced by \$0.667 million to be \$1.196 million. In other words, ASGL continues to spend considerably more than it generates.

Added to the persistently low Share price is a lack of liquidity for shareholders with a total of 2,419,122 Shares having been traded since AMA's last takeover closed and 31 October 2017, which represents only 4.8% of the total Share capital of ASGL.

However, the current Offer allows you to sell all of your ASGL Shares to AMA (subject to the conditions herein). There is currently no competing offer to acquire your ASGL Shares and the ASGL Share price may fall after the Offer.

You should consider the value and certainty of AMA's all-cash Offer compared with the risks and uncertainties of remaining a shareholder in ASGL.

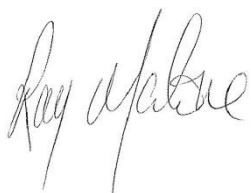
### **How to accept the Offer**

Detailed information in respect of the Offer is set out in this Bidder's Statement. I encourage you to read the entirety of this Bidder's Statement carefully and in full, and then accept the Offer as soon as possible.

Details on how to accept the Offer are set out in Section 1.2 of the Bidder's Statement. You must accept the Offer by 7.00pm (AEDT) on [ ] 2017 unless that date is otherwise extended or the Offer is withdrawn.

If you have any questions, please contact Mr Andy Sibley on 07 3897 5780 (from within Australia) or +61 7 3897 5780 (from outside Australia), or consult your financial, legal, taxation or other professional adviser.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Ray Malone', written in a cursive style.

**Ray Malone**  
**Chairman**  
**AMA Group Limited**

# 1. Key dates and Acceptance of Offer

## 1.1. Key dates

Date of ASX Announcement (a copy of the ASX announcement is in Annexure A of this Bidder's Statement) (Announcement Date)	1 November 2017
<a href="#">Date the Original Bidder's Statement was lodged at ASIC</a>	<a href="#">1 November 2017</a>
Date this Bidder's Statement was lodged with ASIC, ASX and served on ASGL	<a href="#">1 November 2017</a> <a href="#">10 November 2017</a>
Date of this Bidder's Statement	<a href="#">1 November 2017</a>
Date of Offer	[ ] 2017
Date Offer opens	[ ] 2017
Date Offer Period closes (the Offer Closing Date) *	[ ] 2017
Date Bidder must advise of status of Defeating Conditions *	[ ] 2017
Date of payment *	<a href="#">[ ] 2017 See Section 12.8 of this Bidder's Statement</a>

\* These Dates are correct as at the Date of [this Bidder's Statement the Offer](#), but may vary if the Offer Period is extended or the Offer is withdrawn as permitted by the Corporations Act.

## 1.2. How to accept the Offer

You may only accept the Offer for all of your ASGL Shares.

To accept, you must accept the Offer by no later than the Offer Closing Date.

How to accept the Offer will depend on whether you hold your ASGL Shares in an Issuer Sponsored Holding or a CHESS Holding.

**Issuer Sponsored Holdings (i.e. you have a Security Holder Reference Number starting with the letter I – see the attached Acceptance Form).**

If your holding is an Issued Sponsored Holding, you may accept the Offer by:

- (a) completing and signing the Acceptance Form attached to this Bidder's Statement; **and**
- (b) returning the Acceptance Form to AMA with all documents specified in the Acceptance Form. The Acceptance Form must be received by AMA in time to allow AMA to give instructions to the Controlling Participant prior to the Offer Closing Date.

Acceptance Forms must be received with original signatures. Copies or electronic forms will not be accepted.

**CHESS Holdings (i.e. you have a Security Holder Reference Number starting with the letter X – see attached Acceptance Form)**

If your ASGL Shares are held in a CHESS Holding, you can accept the Offer by either:

- (a) instructing your Controlling Participant to accept the Offer on your behalf prior to the Offer Closing Date; OR
- (b) Completing and signing the Acceptance Form attached to this Bidder's Statement and returning it to the address set out in the Acceptance Form. The Acceptance Form authorises your Controlling Participant (usually your Broker) to initiate your acceptance to the Offer on your behalf. Your Acceptance Form must be received by AMA in time

to allow AMA to give instructions to the Controlling Participant prior to the Offer Closing Date.

Acceptance Forms must be received with original signatures. Copies or electronic forms will not be accepted.

### **Controlling Participants**

If you are a Broker or an ASX Settlement Participant / Controlling Participant in respect of your AGL Shares, you must yourself initiate the acceptance of this Offer in accordance with rule 14.14 of the ASX Settlement Operating Rules prior to the Offer Closing Date.

The Bidder recommends that you give instructions at the earlier opportunity to avoid missing the Offer Closing Date.

#### **1.3. Terms**

The full terms of the Offer are in Section 12 of this Bidder's Statement.

The Offer will remain open until the Offer Closing Date unless withdrawn or extended.

#### **1.4. Conditions**

The Offer and any contract that results from an acceptance of this Offer are subject to the following Defeating Conditions:

- (a) that at or before the end of the Offer Period AMA has a relevant interest in not less than 50.1% of the voting Shares in ASGL (including any ASGL Shares that may be issued at any time up to the Offer Closing Date); and
- (b) the other conditions in Section 6 of this Bidder's Statement.

## 2. Why you should accept this Offer

### Attractiveness of Offer Price

This Offer Price of \$0.35 (**Offer Price**) is for each ASGL Share which represents a premium of 48.9% to the closing share price on the day before the announcement date (31 October 2017) of \$0.235, and a premium of 58.7% to the VWAP of \$0.22 per Share over the 30 day period up to 31 October 2017.

During the three months ended 31 October 2017:

- (a) the highest recorded sale price for ASGL Shares on the ASX was \$0.30 per Share on 1 August 2017; and
- (b) the lowest record sale price for ASGL Shares on the ASX was \$0.20 per Share on 11 October 2017.

A graph showing the recent Share price performance of ASGL Shares is in Section 7.9 of this Bidder's Statement.

The Offer Price equals the highest price paid by AMA for ASGL Shares in the period of 4 months prior to the date of this Offer.

Further, the last Appendix 4C (Quarterly Cash Flow Report) lodged [by ASGL](#) on 1 November 2017 reveals operating cash outflows in the quarter of \$8.400 million and operating cash inflows for the quarter of \$7.821 million resulting in net operating cash outflows of \$0.579 million. After net investing cash outflows of \$0.088 million, the cash and cash equivalents at the end of the quarter reduced by \$0.667 million to be \$1.196 million.

### 2.1 Certainty of Offer Price

The Offer Price is fixed during the Offer Period and provides certainty as opposed to future uncertain trading prices. The graph in Section 7.9 of this Bidder's Statement demonstrates the decrease in ASGL Share price since 23 May 2017 (noting that the period from 23 May 2017 to 7 July 2017 was the period during which AMA's previous takeover offer at \$0.35 per Share was able to be accepted).

## **2.2 Risks of not accepting the Offer**

### **(a) Risks of being a minor shareholder**

If you do not accept the Offer:

- (i) you may be left with a small shareholding in ASGL;
- (ii) the Shareholder spread after the Offer is completed may be less than required under the ASX Listing Rules; and
- (iii) the ASX may choose to suspend or de-list ASGL in which case, the liquidity in ASGL Shares may be severely impacted.

### **(b) Compulsory acquisition**

Where the Corporations Act permits, the Bidder intends to exercise its rights to compulsorily acquire the remaining ASGL Shares at the Offer Price and you may be paid later than accepting Shareholders.

### **(c) Future uncertainty**

Depending on the level of acceptances the Bidder receives under the Offer, the market for ASGL Shares may become even less liquid than at present. This could make it more difficult for you to sell your ASGL Shares at an attractive price in the future.

## **2.3 The Offer is the only takeover offer presently available for your Shares**

The Offer is the only takeover offer presently available for all ASGL Shares as at the date of this Bidder's Statement. The Offer represents a liquidity opportunity for Shareholders to sell all their ASGL Shares for the Offer Price. As at the date of this Bidder's Statement, the Bidder is not aware of any other party intending to make a takeover offer for ASGL Shares.

## 2.4 Brokerage by accepting the Offer

By accepting the Offer, you will not pay the Bidder's brokerage costs. You may incur brokerage to your broker if you choose to accept the Offer. You should confirm the fees with your broker.

# 3. Summary of Offer

<b>The Bidder</b>	The Bidder is AMA Group Limited. Section 5 contains further details on the Bidder.
<b>The Offer</b>	The Bidder is offering to acquire all of your ASGL's Shares on the terms detailed in this Bidder's Statement. The Offer also extends to all ASGL Shares which come into existence upon the conversion of or exercise of rights attached to other ASGL securities from the Register Date until the Offer Closing Date.
<b>Offer Price</b>	The Bidder is offering \$0.35 cash for each ASGL Share you hold.
<b>The date the Offer opens</b>	[ ] <del>November</del> 2017.
<b>Offer Closing Date</b>	The Offer is scheduled to close at 7.00pm (AEDT) on [ ] 2017, unless the Offer is extended or withdrawn.
<b>The date the Bidder must</b>	[ ] 2017, unless that date is extended or the Offer withdrawn. <del>(other than Prescribed Occurrences).</del>

<b>advise of status of Defeating Conditions</b>	
<b>Acceptance</b>	You may only accept the Offer for all (not some) of your ASGL Shares.
<b>How to accept the Offer</b>	Details on how to accept the Offer are set out in Section 1.2 of this Bidder's Statement.
<b>Terms</b>	The terms governing this Offer are set out in Section 12 of this Bidder's Statement.
<b>Payment of Offer Price for your Shares</b>	The details relating to the payment of the consideration payable for your ASGL Shares is discussed in Section 12.8 of this Bidder's Statement.
<b>Withdrawal of the Offer</b>	The Offer may only be withdrawn by the Bidder in accordance with the Corporations Act.
<b>Conditional Offer</b>	This Offer is subject to the conditions in Section 6 of this Bidder's Statement. These conditions are known as "Defeating Conditions".

## 4. Frequently Asked Questions

Question	Answer
<b>What is the Offer?</b>	This is an Offer by AMA Group Limited to acquire all of your ASGL Shares for the Offer Price of \$0.35 per ASGL Share. You can only accept the Offer for all (and not some) of your ASGL Shares.

<b>What is the Bidder's Statement?</b>	<p>This Bidder's Statement has been prepared in accordance with the Corporations Act. This Bidder's Statement is required to include information relating to the Offer including the terms of Offer for your ASGL Shares and material information relevant to your decision whether or not to accept the Offer.</p> <p>This Bidder's Statement is an important document which you should read in full. You should consult your financial, legal or other professional adviser if you have any concerns relating to this Bidder's Statement.</p>
<b>Who is AMA?</b>	<p>AMA is an Australian public company listed on the Australian Securities Exchange (<a href="#">ASX</a>).</p> <p>Section 5 of this Bidder's Statement contains further information on AMA.</p>
<b>What interest does AMA currently have in ASGL?</b>	<p>AMA has a relevant interest in 31.29% of the total number of ASGL Shares, which equates to 31.29% of the total voting rights in ASGL.</p>
<b>What are the Defeating Conditions to the Offer?</b>	<p>The Offer is conditional on:</p> <ul style="list-style-type: none"> <li>• A minimum acceptance condition – that is, AMA achieving a relevant interest or voting rights in at least 50.1% of the issued ordinary capital of ASGL at or before the end of the Offer Period.</li> <li>• ASGL not undertaking or committing to undertake any material transactions.</li> <li>• No Prescribed Events arising.</li> </ul> <p>Further information on these Defeating Conditions are set out in Section 6 of this Bidder's Statement.</p>

<b>When does the Offer become unconditional?</b>	<p>The Offer becomes unconditional when the Bidder gives a notice to ASGL declaring the Offer to be free of the Defeating Conditions. A copy of this notice is also required to be given to ASX. AMA <del>must</del><u>will</u> advise the status of the Defeating Conditions <u>on [ ] 2017 (however, that date may vary if the Offer Period is extended).</u> <del>not more than 14 days and not less than 7 days before the end of the Offer Period (other than Prescribed Occurrences).</del></p>
<b>How do I accept the Offer?</b>	<p>Section 1.2 of this Bidder's Statement sets out how you can accept the Offer. Your acceptance must be received before the end of the Offer Period in order to participate.</p>
<b>How long is the Offer open for?</b>	<p>The Offer opens on [ ] <del>November</del> 2017 and is scheduled to close at 7.00pm (AEDT) on [ ] <del>November</del> 2017 (unless that date is extended or the Offer is withdrawn in accordance with the Corporations Act).</p>
<b>When will I receive consideration for the ASGL Shares?</b>	<p>If you accept the Offer and the Offer becomes unconditional, Section 12.8 of this Bidder's Statement details when the consideration will be paid to you.</p>
<b>What is the situation if ASGL declares a dividend?</b>	<p>If you accept the Offer, AMA will be entitled to all of the Rights attaching to your ASGL Shares (including dividends or capital distributions declared or paid by ASGL after the Announcement Date, but excluding franking credits attached to any dividend).</p> <p>If ASGL pays a dividend or capital distribution to ASGL shareholders between the Announcement Date and the Closing Date, any amount received by you on account of those Rights will be offset as described in Section 12.8(c) of this Bidder's Statement.</p>

<b>What about franking credits attached to the dividend?</b>	The <a href="#">Rights</a> to be acquired by AMA do not include any franking credits attached to any dividend.
<b>What happens if I accept the Offer?</b>	If you accept the Offer, you cannot sell your ASGL Shares or otherwise deal with the Rights attaching to those ASGL Shares (subject to your limited statutory rights to withdraw your acceptance in certain circumstances). The terms governing the sale are set out in Section 12 of this Bidder's Statement.
<b>What happens if I do not accept the Offer?</b>	If you do not accept the Offer you will retain your ASGL Shares.
<b>What are the tax implications of accepting the Offer?</b>	<p>A general description of the taxation treatment for certain ASGL Shareholders accepting the Offer is set out in Section 10 of this Bidder's Statement.</p> <p>The description in Section 10 of this Bidder's Statement is a general description only and not advice. It does not take into account your particular circumstance or needs. You should not rely on that description as advice for your own affairs.</p> <p>You should consult your taxation adviser for detailed taxation advice before making a decision as to whether or not to accept the Offer for your ASGL Shares.</p>

## 5. About the Bidder

### 5.1 The Bidder

The Bidder is AMA Group Limited (**AMA**). AMA was incorporated in New South Wales on 19 April 2005. It is a public company which has been listed on the Australian Securities Exchange (**ASX**) since 31 August 2006.

### 5.2 The Directors of the Bidder

The Directors of the Bidder are:

Name	Position
Mr Raymond Malone	Chairman and Executive Director
Mr Raymond Smith-Roberts	Executive Director
Mr Hugh Robertson	Non-Executive Director
Mr Andrew Hopkins	Executive Director
Mr Brian Austin	Non-Executive Director
Mr Leath Nicholson	Non-Executive Director

### 5.3 Overview of the Bidder

The principal activity of AMA is the operation and development of complementary businesses in the automotive aftercare market. It focuses on the wholesale vehicle aftercare and accessories sector, including vehicle panel repair, vehicle aftercare and accessories, automotive electrical and cable accessories and automotive component remanufacturing.

Further information about AMA can be found at [www.amagroupltd.com](http://www.amagroupltd.com).

### 5.4 Announcement by the Bidder in relation to the Offer

On 1 November 2017, AMA made an announcement to the ASX in relation to the Offer. A copy of the announcement is set out in Annexure A of this Bidder's Statement.

ASGL Shareholders will recall that on 23 May 2017, AMA announced an on-market takeover for ASGL Shares. That takeover completed on 7 July 2017 and resulted in AMA holding 15,755,471 ASGL Shares.

## **5.5 Publicly available information about the Bidder**

The Bidder is a listed disclosing entity for the purposes of the Corporations Act and is subject to regular reporting and disclosure obligations. Specifically, as an ASX listed company, the Bidder is subject to the ASX Listing Rules, which require continuous disclosure of any information concerning it that a reasonable person would expect to have a material effect on the price or value of its securities. The ASX website lists all of the announcements issued by the Bidder. These documents are available in electronic form at [www.asx.com.au](http://www.asx.com.au).

In addition, AMA is required to lodge certain documents with ASIC. Copies of the documents lodged with ASIC may be obtained from, or inspected at, an ASIC office. A substantial amount of publicly available information about AMA is also available on AMA's website at [www.amagroupltd.com](http://www.amagroupltd.com).

Since the Bidder lodged its 2017 Annual Report it has lodged the following announcements on the ASX:

<b>Date</b>	<b>Announcement*</b>
19/09/2017	2017 Full Year Results Presentation
29/09/2017	Annual Report to shareholders

29/09/2017	Appendix 4G
06/10/2017	Change in substantial holding
06/10/2017	Change in substantial holding from CGF
27/10/2017	Notice of Annual General Meeting /Proxy Forms
31/10/2017	Change of Director's Interest Notice – RM
<a href="#">01/11/2017</a>	<a href="#">Off-Market Take Over Bid for Automotive Solutions Group Limited</a>
<a href="#">02/11/2017</a>	<a href="#">Change in Substantial Holding for 4WD</a>
<a href="#">03/11/2017</a>	<a href="#">4WD: Response to Takeover Bid.</a>
<a href="#">08/11/2017</a>	<a href="#">4WD: IER Engagement</a>

\*All announcements may be viewed on the ASX at [www.asx.com.au](http://www.asx.com.au)

## 6. Conditional Offer

**6.1** This Offer and any contracts that result from an acceptance of this Offer are subject to the fulfilment of the following conditions (**Defeating Conditions**):

(a) **Minimum acceptance condition**

It is a condition of the Offer that at or before the end of the Offer Period, AMA obtains a relevant interest which represents not less than 50.1% of the voting Shares in ASGL (including any ASGL Shares that may be issued at any time up to the Offer Closing Date).

(b) **No material transactions**

It is a condition of the Offer that, other than any transaction or proposed transaction publicly announced by ASGL before the date of this Bidder's Statement, none of the following events occur during the Offer Period:

- (i) ASGL, or any subsidiary of ASGL, acquires or disposes, offers to acquire or dispose or agrees to acquire or dispose one or more assets for an amount in aggregate greater than \$200,000;
- (ii) ASGL, or any subsidiary of ASGL, acquires or disposes, offers to acquire or dispose or agrees to acquire or dispose one or more companies for an amount in aggregate greater than \$200,000;
- (iii) ASGL, or any subsidiary of ASGL, enters into, offers to enter into or announces that it proposes to enter into any joint venture or partnership involving a commitment of greater than \$200,000;
- (iv) ASGL, or any subsidiary of ASGL enters into any funding arrangements with a third party with a total commitment exceeding \$200,000;
- (v) ASGL, or any subsidiary of ASGL, incurs or commits to incurring capital expenditure (on one or more items) exceeding \$200,000; or
- (vi) ASGL or any subsidiary of ASGL, makes an announcement in respect of the matters referred to above.

(c) **No Prescribed Occurrences**

It is a condition of the Offer that none of the following events happen during the period beginning on the date the Bidder's Statement is given to ASGL and ending at the end of the Offer Period (each event being a **Prescribed Occurrence**):

- (i) ASGL converts all or any of its Shares into a larger or smaller number of Shares;
- (ii) ASGL or a subsidiary of ASGL resolves to reduce its Share capital in any way;
- (iii) ASGL or a subsidiary of ASGL:
  - (A) enters into a buy-back agreement; or
  - (B) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (iv) ASGL or a subsidiary of ASGL issues Shares, (other than ASGL Shares issued as a result of exercise of convertible securities which are on issue at the Register Date), or grants an option over its Shares, or agrees to make such an issue or grant such an option;
- (v) ASGL or a subsidiary of ASGL issues, or agrees to issue, convertible notes;
- (vi) ASGL or a subsidiary of ASGL disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (vii) ASGL or a subsidiary of ASGL grants, or agrees to grant, a security interest in the whole, or a substantial part, of its business or property;
- (viii) ASGL or a subsidiary of ASGL resolves to be wound up;
- (ix) A liquidator or provisional liquidator of ASGL or of a subsidiary of ASGL is appointed;
- (x) A court makes an order for the winding up of ASGL or of a subsidiary of ASGL;
- (xi) An administrator of ASGL, or of a subsidiary of ASGL, is appointed under Sections 436A, 436B or 436C of the Corporations Act;

- (xii) ASGL or a subsidiary of ASGL executes a deed of company arrangement;
  - (xiii) A receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of ASGL or of a subsidiary of ASGL.
- (d) **Non-existence of “change of control” rights**

Between the Announcement Date and the end of the Offer Period (each inclusive), no person has, or exercises, or purports to have or exercise, any right (whether subject to conditions or not) as a result of AMA making or announcing the Offer or acquiring ASGL Shares to:

- (i) acquire, or require ASGL or any subsidiary of ASGL to dispose of, or offer to dispose of, any material asset of ASGL or any subsidiary of ASGL;
- (ii) terminate or vary any material agreement with ASGL or any subsidiary of ASGL;  
or
- (iii) accelerate or adversely modify the performance of any obligations of ASGL or any subsidiary of ASGL in a material respect under any material agreements, contracts or other legal arrangements.

## **6.2 Defeating Conditions for the benefit of AMA**

- (a) The Defeating Conditions in Section 6.1 of this Bidder’s Statement are conditions subsequent. The non-fulfilment of any such conditions subsequent does not:
- (i) until the end of the Offer Period; or
  - (ii) in the case of the condition in Section 6.1(c) of this Bidder’s Statement (No Prescribed Occurrences), until the third Business Day after the end of the Offer Period,

prevent a contract to sell your ASGL Shares from arising, but entitles AMA by written notice to you, to rescind the contract resulting from your acceptance of this Offer.

- (b) Subject to the Corporations Act, AMA alone is entitled to the benefit of the Defeating Conditions in Section 6.1 of this Bidder's Statement, or to rely on any non-fulfilment of any of them.
- (c) Each Defeating Condition in Section 6.1 of this Bidder's Statement is a separate, several and distinct condition. No condition will be taken to limit the meaning or effect of any other condition.

### **6.3 Effect of Defeating Conditions**

- (a) The non-fulfilment of any of the Defeating Conditions will entitle AMA to rescind the Offer by notice to you. However, AMA may, subject to the Corporations Act, determine to proceed with the Offer at its discretion.
- (b) The non-fulfilment of any of the Defeating Conditions at the end of the Offer Period will have the consequences set out in Section 6.6 of this Bidder's Statement.

### **6.4 Declaration of that Offer is free from Defeating Conditions**

AMA may free this Offer from the Defeating Conditions in Section 6.1 of this Bidder's Statement, either generally or by reference to a particular fact, matter, event, occurrence or circumstance (or class thereof), by giving a notice to ASGL and to ASX declaring this Offer to be 'free' from the specified Defeating Conditions, in accordance with Section 650F of the Corporations Act. This notice may be given:

- (a) in the case of the Defeating Condition in Section 6.1(c) of this Bidder's Statement (No Prescribed Occurrence), not later than three Business Days after the end of the Offer Period; and

- (b) in the case of all other Defeating Conditions in Section 6.1 of this Bidder's Statement, not less than seven Days before the end of the Offer Period.

If, at the end of the Offer Period (or in the case of the Defeating Condition in Section 6.1(c) of this Bidder's Statement) (No Prescribed Occurrences) at the end of the third Business Day after the end of the Offer Period, the Defeating Conditions in Section 6.1 of this Bidder's Statement have not been fulfilled and AMA has not declared the Offer free from those Defeating Conditions, all contracts resulting from the acceptance of the Offer will automatically be void.

## **6.5 Notice of status of Defeating Condition**

The date for giving the notice on the status of the Defeating Conditions required by Section 630(1) of the Corporations Act is [ ] 2017 (subject to extension in accordance with Section 630(2) of the Corporations Act if the Offer Period is extended).

## **6.6 Withdrawal of this Offer**

- (a) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions. If ASIC gives such consent, AMA will give notice of the withdrawal to ASX and to ASGL and will comply with any other conditions imposed by ASIC.
- (b) If, at the time this Offer is withdrawn, this Offer has been freed from all the Defeating Conditions in Section 6.1 of this Bidder's Statement, all contracts arising from acceptance of the Offer before it was withdrawn will remain enforceable.
- (c) If, at the time this Offer is withdrawn, the Offer remains subject to one or more of the Defeating Conditions in Section 6.1 of this Bidder's Statement, all contracts arising from

its acceptance will become void (whether or not the events referred to in the relevant Defeating Conditions have occurred).

- (d) A withdrawal pursuant to this Section 6.6 will be deemed take effect:
  - (i) if the withdrawal is not subject to conditions imposed by ASIC, after the date that consent in writing is given by ASIC; or
  - (ii) if the withdrawal is subject to conditions imposed by ASIC, after the date those conditions are satisfied.

#### **6.7 Variation of this Offer**

AMA may vary this Offer in accordance with Section 650A of the Corporations Act.

#### **6.8 Governing Laws**

This Offer and any contract that results from your acceptance of it are to be governed by the laws enforced in Victoria, Australia.

## **7. Profile of Automotive Solutions Group Limited**

#### **7.1 Disclaimer**

This overview of ASGL and all information concerning ASGL contained in this Bidder's Statement has been prepared by AMA using publicly available information, adjusted where considered appropriate by AMA based on its industry knowledge and expertise.

The information in this Bidder's Statement concerning ASGL has not been independently verified. Subject to the Corporations Act, AMA does not make any representation or warranty, express or imply, as to the accuracy or completeness of this information.

The primary sources of information about ASGL used by AMA were as follows:

- (a) publicly released information in relation to ASGL; and
- (b) AMA's knowledge and industry experience.

Further information about ASGL will be contained in ASGL's Target's Statement in relation to the Offer, which will be sent to you directly by ASGL.

## 7.2 Overview of ASGL

ASGL is a public company incorporated on 5 August 2016 and listed on the ASX since 21 December 2016.

The principal activity of the Group is the design, manufacture, supply and fitment of automotive aftermarket parts, accessories and performance technology, with an emphasis on four-wheel drive and SUV markets. It supplies components, accessories, vehicle fitment and modification services to the private four-wheel drive and fleet vehicle markets through retail and wholesale distribution networks. It operates through eight businesses with activities located in Queensland, New South Wales, Victoria and Western Australia.

## 7.3 Directors of ASGL

At the date of this Bidder's Statement, based on ASGL's public disclosures, the directors of ASGL are:

Name	Position
Dr Ken Carr	Non-Executive Chairman
<a href="#">Mr Charles Chapman</a>	<a href="#">Non-Executive Director</a>
<a href="#">Mr Mithila Ranawake</a>	<a href="#">Non-Executive Director</a>
<a href="#">Mr Peter James Alexander</a>	<a href="#">Non-Executive Director</a>

Mr Bryce Paul Wedemeyer	Non-Executive Director
Mr Mark Andrew Larkham	Non-Executive Director

Pursuant to notice of meeting dated 12 October 2017, pertaining to the general meeting of ASGL to be held at 9am on 13 November 2017, the following resolutions are proposed:

(a) — Removal of Bryce Wedemeyer; and

(b) — Election of Alan Fisher.

Pursuant to the notice of meeting dated 10 October 2017 pertaining the general meeting of ASGL to be held at 3pm on 13 November 2017, the following relevant resolutions relating to the Board have been proposed:

(a) — Appointment of Mr William Lewis Timms;

(b) — Appointment of Mr Andrew William Johnson;

(c) — Removal of Mr Peter James Alexander; and

(d) — Removal of Mr Mark Andrew Larkham.

The Bidder has not formed a view as to its voting intentions in relation to the various resolutions.

#### 7.4 Major Shareholders

Based on documents lodged with ASX up until the last Trading Day prior to the date of this Bidder's Statement, the following persons and entities were substantial holders of ASGL:

Shareholder	Number of ASGL Shares	Interests (%)
AMA Group Limited	15,755,471	31.29

Microequities Asset Management Pty Ltd	7,159,429	14.22
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## 7.5 Total securities on issue

According to documents lodged with ASX, ASGL has 50,345,622 Shares quoted on ASX of which 5,261,686 are subject to escrow (trading restrictions).

## 7.6 Historical Information

ASGL's last published financial statements are for the full year ended 30 June 2017, as lodged with ASX on 2 October 2017.

The Bidder is not aware of any changes to ASGL's financial position since the release of these results other than announcements made by ASGL up to the day before the date of this Bidder's Statement. In particular, the Bidder notes ASX announcements by ASGL on:

- 10 October 2017 - Receipt of Shareholder Meeting Requisition
- 10 October 2017 - Notice of General Meeting/Proxy Form
- 12 October 2017 - Amended Notice of General Meeting/Proxy Form
- 12 October 2017 - Notice of General Meeting/Proxy Form
- 17 October 2017 - Statement to Shareholders by Vendors
- 27 October 2017 – Director Appointment/Resignation
- 1 November 2017 – Appendix 4C Quarterly Report
- [1 November 2017 – Report of Court Application](#)
- [1 November 2017 – AMA: Off Market Takeover Bid for 4WD, Automotive Solutions](#)

- [2 November 2017 – Change in Substantial Holding from AMA](#)
- [2 November 2017 – Initial Director's Interest Notice](#)
- [2 November 2017 – Initial Director's Interest Notice](#)
- [2 November 2017 – Resolution of Director and Shareholder Issues](#)
- [3 November 2017 – Initial Director's Interest Notice](#)
- [3 November 2017 – Response to Takeover Bid](#)
- [3 November 2017 – Letter to Shareholders](#)
- [8 November 2017 – IER Engagement](#)

Being a company listed on ASX, ASGL is subject to periodic and continuous disclosure requirements under the Corporations Act and ASX Listing Rules. For more information concerning the financial position and the affairs of ASGL, you should refer to the full range of information that has been disclosed by ASGL pursuant to those obligations.

## 7.7 Statement of Financial Position

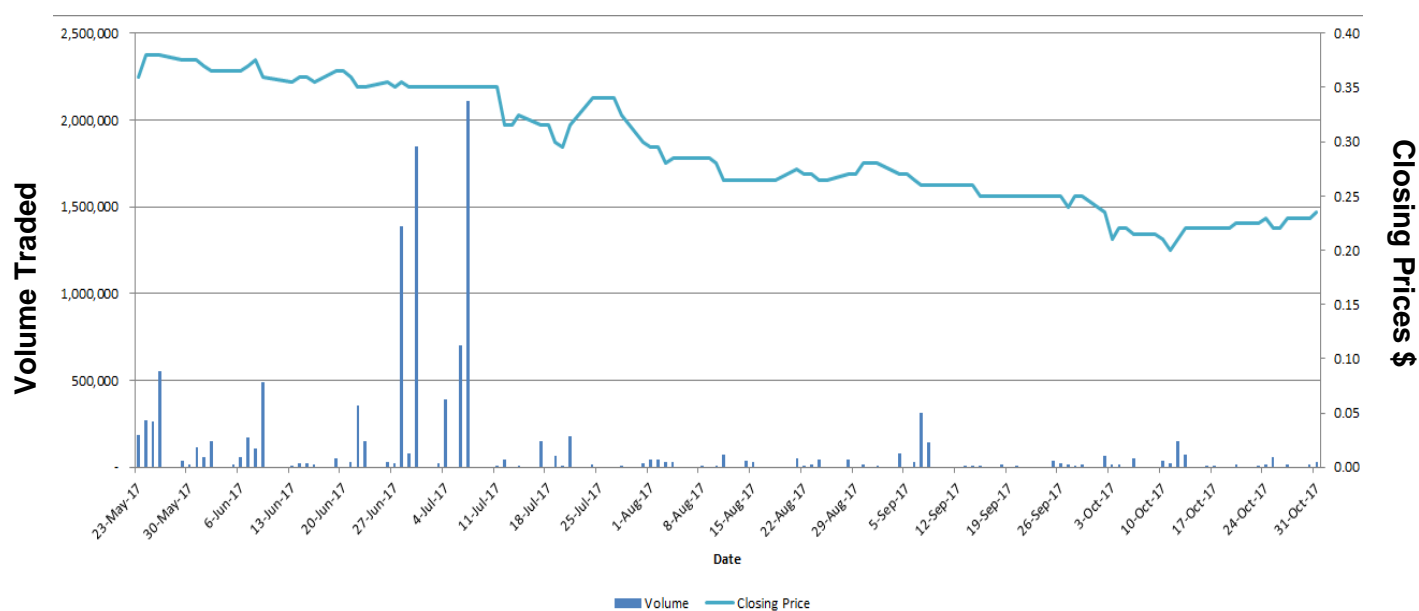
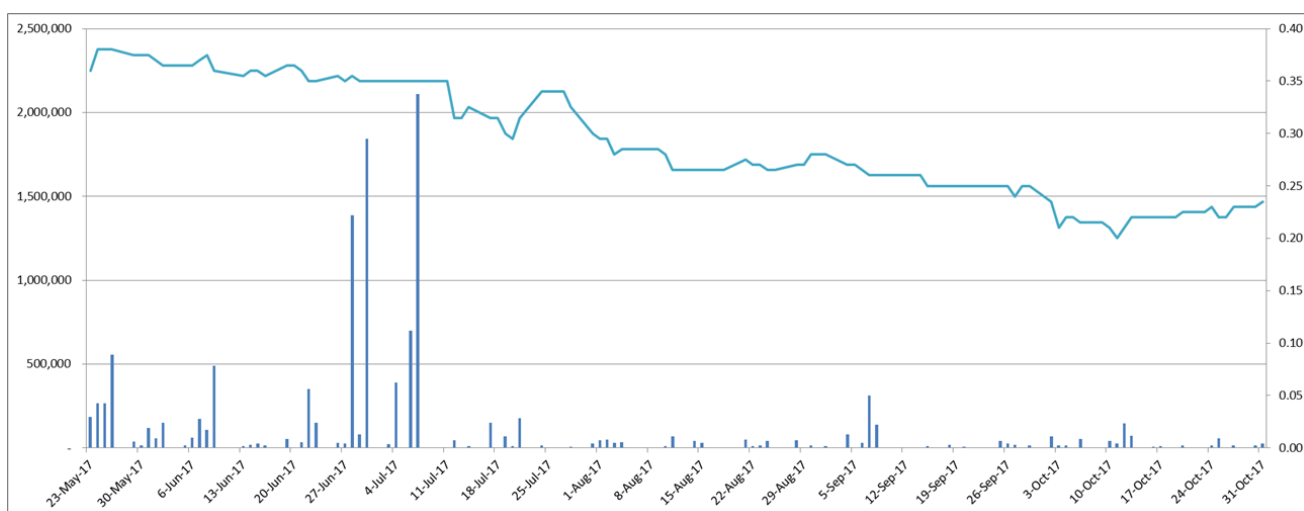
	30 June 2017 \$	30 June 2016 \$
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	1,863,220	-
Trade and other receivables	2,734,078	-
Inventories	4,168,680	-
Other assets	121,353	2
<b>TOTAL CURRENT ASSETS</b>	<b>8,887,331</b>	<b>2</b>
<b>NON-CURRENT ASSETS</b>		
Trade and other receivables	603,699	-
Property, plant and equipment	2,211,598	-
Intangible assets	11,298,556	-
Deferred tax assets	1,893,405	-

<b>TOTAL NON-CURRENT ASSETS</b>	16,007,258	-
<b>TOTAL ASSETS</b>	24,894,589	2
<b>LIABILITIES</b>		
<b>CURRENT LIABILITIES</b>		
Trade and other payables	5,845,582	1,149,838
Borrowings	14,897	
Current tax liabilities	103,641	
Provisions	18,805	
Employee benefits	1,159,143	-
<b>TOTAL CURRENT LIABILITIES</b>	7,142,068	1,149,838
<b>NON-CURRENT LIABILITIES</b>		
Trade and other payables	6,020	
Borrowings	34,451	
Deferred tax liabilities	768	
Provisions	131,195	
Employee benefits	105,069	-
<b>TOTAL NON-CURRENT LIABILITIES</b>	277,503	-
<b>TOTAL LIABILITIES</b>	7,419,571	1,149,838
<b>NET ASSETS</b>	17,419,571	(1,149,836)
<b>EQUITY</b>		
Issued capital	37,260,368	2
Retained earnings	(19,785,350)	(1,149,838)
<b>TOTAL EQUITY</b>	17,475,018	(1,149,836)

## 7.8 Employee Share plans

Based on documents lodged by ASGL with ASX, the Bidder understands that, whilst ASGL has adopted employee Share plans, as at the date of this Bidder's Statement, there ~~has~~have been no announcements on the ASX platform advising of any issues under those plans.

## 7.9 Recent Share price performance



Since 10 July 2017 (being the first trading day after the close of the previous AMA takeover bid) until 31 October 2017 (being the last Trading Day prior to the date of [this-the Original Bidder's Statement](#)):

- the highest recorded sale price for ASGL Shares on the ASX was \$0.355 per Share on 11 July 2017;
- the lowest recorded sale price for ASGL Shares on the ASX was \$0.20 per Share on 11 October 2017; and

- The Volume Weighted Average Closing price for ASGL Shares on the ASX was \$0.266 per Share.

The data above was prepared by Bell Potter Securities Limited using data feed sourced from the IRESS Software System.

#### **7.10 Offer extends to new Shares**

The Offer extends to ASGL Shares that are issued or otherwise come into existence during the period from the Register Date (see Section 11.7 of this Bidder's Statement) to the end of the Offer Period due to the conversion of, or exercise of rights attached to, other securities convertible into ASGL Shares that are on issue at the Register Date. As at the date of this Bidder's Statement, the Bidder is not aware of any such securities being on issue.

#### **7.11 The Bidder's voting power in ASGL**

The Bidder's voting power in ASGL and the number of ASGL Shares held by AMA (as at the dates specified) is shown below:

	<b>At date of this Bidder's Statement</b>	<b>At date first Offer is sent</b>
Voting power in ASGL	31.29%	31.29%
Number of ASGL Shares	15,755,471	15,755,471

#### **7.12 Publicly available information**

ASGL is a listed disclosing entity for the purposes of the Corporations Act and is subject to regular reporting and disclosure obligations. Specifically, as an ASX listed company, ASGL is subject to the ASX Listing Rules, which require continuous disclosure of any information ASGL has concerning it that a reasonable person would expect to have a material effect on the price

or value of its securities. The ASX website lists all of the announcements issued by ASGL. These documents are available in electronic form at [www.asx.com.au](http://www.asx.com.au).

You should consider publicly available information regarding ASGL including information available on its website, announcements made to ASX by ASGL and the Target's Statement that ASGL is required to provide to you under the Corporations Act.

Since the publication of ASGL's annual report for the financial year ending 30 June 2017, ASGL has issued the following announcements with ASX:

Date	Announcement
2/10/2017	Full Year Statutory Accounts
10/10/2017	Receipt of Shareholder Meeting Requisition
10/10/2017	Notice of General Meeting/Proxy Form
12/10/2017	Amended Notice of General Meeting/Proxy Form
12/10/2017	Notice of General Meeting/Proxy Form
17/10/2017	Statement to Shareholders by Vendors
27/10/2017	Directors Appointment/Resignation (Appointment of Ken Carr)
01/11/2017	Appendix 4C Quarterly Report
01/11/2017	Receipt of Court Application
<a href="#">1 November 2017</a>	<a href="#">AMA: Off Market Takeover Bid for 4WD, Automotive Solutions</a>
<a href="#">2 November 2017</a>	<a href="#">Change in Substantial Holding from AMA</a>
<a href="#">2 November 2017</a>	<a href="#">Initial Director's Interest Notice</a>
<a href="#">2 November 2017</a>	<a href="#">Initial Director's Interest Notice</a>
<a href="#">2 November 2017</a>	<a href="#">Resolution of Director and Shareholder Issues</a>
<a href="#">3 November 2017</a>	<a href="#">Initial Director's Interest Notice</a>

<a href="#">3 November 2017</a>	<a href="#">Response to Takeover Bid</a>
<a href="#">3 November 2017</a>	<a href="#">Letter to Shareholders</a>
<a href="#">8 November 2017</a>	<a href="#">IER Engagement</a>

\* All announcements may be viewed on the ASX at [www.asx.com.au](http://www.asx.com.au)

## 8. The Bidder's intentions

### 8.1 Introduction

This Section sets out the rationale for the Offer and the Bidder's intentions in relation to:

- (a) the continuation of the business of ASGL;
- (b) any redeployment of fixed assets which are significant to the business of ASGL; and
- (c) the future employment of the present employees of ASGL.

These intentions are based on the information available to the Bidder at the time of preparation of this Bidder's Statement.

### 8.2 Strategic Review

The Bidder and its advisers have reviewed information that has been publicly released by ASGL, its current activities and its plans for the future. However, the Bidder does not currently have access to all material information, facts and circumstances which it considers necessary to assess the operational, commercial, taxation and financial implications of its current intentions in order to make final decisions on these key matters.

While the Bidder's general intentions are set out in Section 8 of this Bidder's Statement, where the Bidder controls more than 50% of the voting power in ASGL's Shares, it proposes to conduct a review of the strategy, operations, activities, assets and employees of ASGL in light of the information which then becomes available to it (**Strategic Review**).

The Strategic Review will focus on and have as its objectives:

- (a) integrating management operating systems and platforms, administrative procedures, systems and reporting lines;
- (b) reviewing management, employees and operations;
- (c) identifying potential synergies and cost savings, including rent, professional advisory fees and other synergistic operational cost; and
- (d) identifying any revenue enhancement opportunities that may become available through interaction with other parts of the AMA Group of entities.

Final decision will only be reached in light of all material facts and circumstances. Accordingly, the statements set out in this Section are statements of current intention only which may change as new information becomes available or circumstances change.

### **8.3 Intentions generally**

The purpose of the Strategic Review will be to undertake a review of current operations, systems and processes to ascertain opportunities for cost rationalisation and determine synergies which benefit both the Bidder and ASGL. In the short term (except for the changes and intentions set out in this Section 8 and subject to the outcome of the Strategic Review), the Bidder intends, based on the information presently known to it:

- (a) to continue the ASGL current businesses;
- (b) not to make any major material changes to the current businesses of ASGL;
- (c) not to materially redeploy any of the fixed assets of the businesses of ASGL; and
- (d) not to make any immediate material changes to the employment of ASGL's employees.

The Bidder has already formed a preliminary view that certain cost savings may be achieved by eliminating the duplication of specific tasks which may benefit both entities.

#### 8.4 Intention upon controlling 90% or more of ASGL Shares

Should the Bidder obtain control of 90% or more of ASGL's Shares, ~~#ASGL~~ will become a controlled entity of the Bidder and become entitled to acquire the balance of the ASGL Shares under the Corporations Act, the Bidder will:

- (a) proceed with the compulsory acquisition of the balance of the ASGL Shares;
- (b) seek to remove ASGL from the Official List of the ASX;
- (c) seek to replace all non-executive directors with nominees of the Bidder;
- (d) undertake the Strategic Review; and
- (e) meet with key partners (for example, where consent is required under a material contracts (see Section 11.6 of this Bidder's Statement)).

It is not the Bidder's current intention to substantially change the operating activities of ASGL. Rather, the Bidder would seek to assist ASGL management with their operating activities seeking to grow and expand the size and profitability of its business. As outlined above, the Bidder will however, undertake the Strategic Review of ASGL. The results of which may change these current intentions.

The Bidder considers ASGL's employees to be an integral part of the ASGL's operations. The Bidder will, however, seek to integrate certain functions of ASGL with those of the Bidder to take advantage of cost savings from eliminating duplicated functions. In these circumstances, some positions may become redundant. Where possible, the Bidder will seek to redeploy employees. However, where this is not possible, affected employees will be made redundant in compliance with any applicable legislative or contractual requirements and be paid their full legal entitlements.

## **8.5 Intentions upon controlling more than 50% but less than 90% of ASGL's Shares**

Should the Bidder obtain control of more than 50%, but less than 90% of the ASGL Shares, ASGL will still become a controlled entity of the Bidder. The Bidder's current intentions are to:

- (a) not substantially change the operating activities of ASGL. Rather AMA would assist ASGL management in their operating activities seeking to grow and expand the size and profitability of these businesses. Due to the Board's uncertainty as to the date of this Bidder's Statement, AMA will consider Board appointments at the relevant time with the view of seeking stability
- (b) undertake the Strategic Review, assessing the operations and potentially altering some elements of these activities depending on the findings of this Review;
- (c) maintain ASGL's listing on the ASX, subject to the requirements for listing (including a sufficient spread of investors) continuing to be satisfied. The ASX may, however, decide itself to remove ASGL from the Official List depending upon factors such as the spread of ASGL shareholders at that time, the level of liquidity in ASGL Shares and the listing requirements of the ASX; and
- (d) meet with key partners (for example, where consent is required under a material contracts (see Section 11.6 of this Bidder's Statement)).

The Bidder may, at some time in the future, acquire additional ASGL Shares in a manner consistent with the Corporations Act. The Bidder has not yet decided whether it will acquire further ASGL Shares as this will depend upon the extent to which the Bidder has the capacity to acquire further ASGL Shares and market conditions at that time.

If the Bidder becomes entitled, at some time to exercise general compulsory acquisition rights under the Corporations Act, it may exercise those rights.

## 8.6 Intentions upon controlling 50% or less of ASGL Shares

It is a condition (minimum acceptance condition) of the Offer that AMA obtain at least 50.1% of the voting Shares in ASGL. Therefore, if AMA achieve less than 50.1% of the ASGL Shares, the Offer will be withdrawn unless AMA waives this condition.

If the Bidder does not ~~contain~~obtain control of more than 50% of the voting Shares in ASGL and has waived the minimum acceptance condition, it will consider acquiring additional ASGL Shares under Item 9 in section 611 of the Corporations Act which permits a Bidder and its Associates to acquire up to 3% of ASGL Shares every 6 months (known as the 'creep' exception). The Bidder has not yet decided whether it will acquire further ASGL Shares as this will depend upon the extent to which the Bidder has the capacity to acquire further ASGL Shares and market conditions at that time.

## 8.7 Limitations on intentions

The intentions and statements of future conduct set out in this Section 8 must be read as being subject to:

- (a) the outcome of the Strategic Review;
- (b) the law (including the Corporations Act) and the Listing Rules, including in particular the requirement of the Corporations Act and the Listing Rules in relation to conflicts of interest and "related party" transactions given that, if the Bidder gains control of ASGL but does not acquire all of the ASGL Shares, it will be treated as a related party of ASGL for these purposes; and
- (c) the legal obligation of the ASGL directors at the time, including any nominees of the Bidder, to act in good faith and in the best interests of ASGL and for the proper purposes and to have regard to the interest of all ASGL Shareholders (in which regard the role of independent directors of ASGL will also be important).

## 9. Sources of cash consideration

### 9.1 Maximum amount payable

The consideration for the acquisition of the ASGL Shares under this Offer will be satisfied by the payment of cash (in Australian dollars).

As at the date of this Bidder's Statement, there are 50,345,622 Shares on issue; 15,755,471 of which are already held by the Bidder.

Accordingly, the total maximum amount of cash which may be required by the Bidder to settle acceptances under the Offer is \$12,106,553 (**Total Offer Consideration**).

### 9.2 Source of funding

The Bidder already has in place undrawn debt funding arrangements in excess of the Total Offer Consideration.

On 24 August 2016, AMA entered into a new Facility Agreement with National Australia Bank Limited. The key terms of this agreement are:

- a \$40 million debt facility, with a tenure of 36 months, to assist in funding acquisitions and general corporate needs;
- a \$6.5 million lease facility to assist with the purchase of capital equipment;
- a \$3.0 million bank guarantee facility to assist with securing property rental leases; and
- a \$0.4 million letter of credit facility.

The Facility is secured by a fixed and floating charge over all of the assets of AMA and its wholly owned subsidiaries and is subject to standard covenants. As at the date of this Bidder's

Statement, AMA has drawn \$16 million of the \$40 million debt facility and is in compliance with covenants governing this facility.

The Offer will not be sourced from the Bidder's own cash resources.

The Offer is not subject to any financing conditions.

### **9.3 Provisions of consideration**

Having regard to the matters set out in this Section 9, the Bidder is of the opinion that it has a reasonable basis for forming the view, and it holds the view, that it will be able to satisfy its payment obligations under the Offer.

## **10. Taxation considerations**

### **10.1 Australian tax implications for ASGL Shareholders**

The following is a general description of the Australian income tax, Capital Gains Tax (**CGT**) and Goods and Services Tax (**GST**) consequences for ASGL Shareholders on disposing of their ASGL Shares, in return for cash.

The general information contained herein is based upon taxation law and practice in effect at the date of this Bidder's Statement. It is not intended to be an authoritative or comprehensive analysis of the taxation laws of Australia, nor should it be construed as taxation advice. The summary does not consider any specific facts or circumstances that may apply to particular shareholders. Further, it does not deal with the taxation consequences of disposing of Shares issued under an employee Share scheme, which may be subject to specific tax provisions.

We recommend you seek independent professional advice regarding the Australian tax consequences of disposing of your ASGL Shares according to your own particular circumstances.

The Australian tax consequences of disposing of your ASGL Shares will depend on a number of factors including:

- whether you are an Australian resident or non-resident for tax purposes;
- whether you hold your ASGL Shares on capital or revenue account or as trading stock;
- when you acquired your ASGL Shares for tax purposes; and
- whether you are an individual, a company or a trustee of a complying superannuation entity.

## **10.2 Shareholders who are Australian residents for tax purposes**

### **Disposal of Shares held as trading stock**

If you hold your ASGL Shares as trading stock (e.g. you are carrying on a business as a Share trader) you will be required to include the amount of the cash consideration for the disposal of your ASGL Shares in your assessable income. Under the trading stock rules, a deduction would be expected to be claimable for the tax cost base of those Shares.

### **Disposal of Shares held on revenue account**

If you hold your ASGL Shares on revenue account (e.g. you acquired your ASGL Shares for the main purpose of reselling them at a profit, but are not carrying on a business as a Share trader) then you will be required to treat any gain or loss arising on the disposal of your ASGL Shares as either assessable income or, subject to meeting certain integrity provisions, an allowable deduction.

The calculation of the gain or loss will broadly be the difference between the:

- the cash consideration received; and
- the cost of acquiring your ASGL Shares.

### **Disposal of Shares held on capital account**

If you hold your ASGL Shares on capital account, the disposal of ASGL Shares will generally have an Australian CGT consequence. The disposal of your ASGL Shares whether under the acceptance of the Offer or the compulsory acquisition of your ASGL Shares will constitute a CGT event for CGT purposes.

The CGT event will occur at the time that you accept the Offer, or at the time that your ASGL Shares are compulsorily acquired.

The CGT implications of a disposal of your ASGL Shares will depend upon a number of factors, including:

- the date your ASGL Shares were acquired for CGT purposes;
- your taxpayer status (e.g. individual, trust, self managed superannuation fund or company); and
- the length of time you have held your ASGL Shares.

#### **Shares acquired before 11.45am on 21 September 1999**

A capital gain or loss will arise depending on the difference between:

- the cash proceeds received; and
- the cost base of the ASGL Shares (which would generally include the amount paid to acquire the Shares plus any incidental costs of acquisition, e.g. brokerage fees).

If your ASGL Shares were acquired before 11.45am by legal time in the Australian Capital Territory (ACT time) on 21 September 1999 then for the purpose of calculating a capital gain (but not a capital loss), you may choose that the cost base of those Shares be indexed (the “indexation method”).

Alternatively, provided you have held your ASGL Shares for at least 12 months, and you do not choose to apply the indexation method, the discount capital gain provisions may apply (the “discount method”). This means that:

- if you are an individual or trust, half of the capital gain (after offsetting any applicable capital losses) would be included in your assessable income; or
- if you are a complying superannuation fund, two-thirds of the capital gain after offsetting any applicable capital losses would be included in your assessable income<sup>1</sup>.

The CGT provisions may also apply to beneficiaries that receive a trust distribution from a trust that makes a capital gain on the disposal of the ASGL Shares. You should seek advice from your professional tax adviser in this regard.

The discount method will not apply to a company making a capital gain. Accordingly, Shareholders that are companies will not be able to apply the CGT discount to reduce a capital gain that arises on the disposal of their ASGL Shares.

If you make a capital loss on the disposal of your ASGL Shares, the capital loss may only be used to reduce other capital gains that arise in the same or subsequent income years.

Shareholders applying the discount method must apply any current or prior year capital losses to reduce the gross capital gain before applying the relevant discount. Alternatively, if you choose the indexation method, capital losses are applied after calculating the capital gain using the indexed cost base.

### **Shares acquired after 11.45 am on 21 September 1999**

If you acquired your ASGL Shares after 11.45 am (ACT time) on 21 September 1999 then you will not be entitled to choose the indexation method when calculating a capital gain or loss on the disposal of your ASGL Shares.

If you are an individual, trust or complying superannuation fund, and have held your ASGL Shares for at least 12 months at the time the Offer is accepted (or at the time the ASGL Shares

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<sup>1</sup> If the asset that gives rise to the capital gain was held to provide for a super income stream benefits to members (of the complying superannuation fund) the capital gain may be exempt from tax.

are compulsorily acquired where no acceptance is given) then the discount method will automatically apply in calculating any capital gain on disposal.

Any available capital loss must be applied to reduce the realised gross capital gain before applying the relevant CGT discount.

If your ASGL Shares have been held for less than 12 months, or you are a company, the discount method is not available to you. In these circumstances, the gross capital gain on the Shares, being any excess of the value of the capital proceeds over the cost base of the Shares, will be assessable in full.

### **10.3 Shareholders who are not Australian residents for tax purposes**

#### **Disposal of Shares held as trading stock or on revenue account**

If you are not an Australian tax resident and your ASGL Shares are held as trading stock or otherwise on revenue account you should seek your own professional advice.

#### **Disposal of Shares held on capital account**

Generally speaking if you are not an Australian tax resident and you hold your ASGL Shares on capital account, you are not expected to be subject to Australian CGT on the disposal of your ASGL Shares. However, you should seek your own professional advice.

### **10.4 Taxation of Financial Arrangements (TOFA)**

The TOFA provisions apply to assess gains and losses arising from certain “financial arrangements” on revenue account. In particular, the TOFA provisions will determine the timing of the assessability / deductibility of affected gains or losses.

Generally speaking the TOFA provisions should not apply to a gain or loss arising on the disposal of an ASGL Share unless either a “fair value method” election or a “reliance on financial reports” election has been made by the shareholder. The TOFA rules will only have application to certain taxpayers.

Given the complexity of the TOFA provisions ASGL Shareholders should obtain their own advice in relation to the applicability of the TOFA provisions in light of their own individual facts and circumstances.

#### **10.5 Goods and Services Tax (GST)**

GST should not be payable on the disposal of your ASGL Shares under the arrangement.

## **11. Other material information**

#### **11.1 Relevant Interest and voting power of the Bidder's directors**

As at the date of this Bidder's Statement, none of the directors of the Bidder have a relevant interest in any ASGL Shares.

As at the date of this Bidder's Statement and immediately before the Offer was first sent, each Director of the Bidder had 0% voting power in ASGL.

#### **11.2 No agreements with ASGL Directors**

There is no agreement between the Bidder or its associates and ASGL Director or another officer of ASGL in connection with or conditional on the outcome of the Offer other than as disclosed in this Bidder's Statement.

#### **11.3 No escalation agreements**

Neither the Bidder nor any of their associates has entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

#### **11.4 No collateral benefits**

During the period beginning 4 months before each of the date of this Bidder's Statement and the Offer Date, neither the Bidder nor any associate of the Bidder, gave, or offered to give or

agreed to give a benefit to another person that is not available under the Offer and was likely to induce the other person, or an associate of the other person, to accept an Offer.

#### **11.5 Acquisitions of ASGL Shares by AMA in the last 4 months**

In the 4 months prior to the [date of the announcement of this Offer \(1 November 2017\)](#)~~date of this Bidder's Statement~~ AMA acquired 5,055,036 ASGL Shares all at a price of \$0.35 per Share pursuant to AMA's on-market takeover offer for ASGL Shares announced on 23 May 2017. No other ASGL Shares have been acquired by the Bidder since the close of the previous on-market takeover undertaken by the Bidder.

#### **11.6 Material Contracts**

The Bidder is aware that the prospectus issued by ASGL dated 7 December 2016 (**Prospectus**) states "*certain agreements with manufacturers or distributors contain change of control provisions. If a change of control occurs (for example, by way of a takeover offer or other acquisition) those provision require the consent of the relevant manufacturer or distributor. If consent is not obtained as required, the manufacturer or distributor may terminate the relevant agreement*".

As part of the Strategic Review, the Bidder would seek to obtain the consent of those Manufacturers and Distributors. In the event that this approval is not obtained, the Bidder believes it will not have a material impact on ASGL's businesses as alternative suppliers would be sought.

There may be other agreements (such as leases) which may also have change of control provisions but which ASGL deemed immaterial for the purposes of the Prospectus.

#### **11.7 Register Date**

For the purposes of Section 633(2) of the Corporations Act, the date for determining the persons to whom information is to be sent pursuant to items 6 and 12 in the table in Section 633(1) of the Corporations Act is 2 November 2017 (**Register Date**).

## 11.8 Regulatory approvals

There are no regulatory approvals that the Bidder must obtain in order to make and complete the Offer.

## 11.9 ASIC modification and exemptions

The Bidder has not obtained from ASIC any modifications of, or exemptions from, the Corporations Act in relation to the Offer. However, ASIC has published various instruments providing for modifications and exemptions that apply generally to all persons, including the Bidder, in relation to the operation of Chapters 6 and 6A of the Corporations Act.

The Bidder has relied on the modifications to Section 617(2), Section 620, Section 633 and Section 636(1)(i) of the Corporations Act set out in paragraphs 4(a), 4(d), 5(a) and 5(c) of ASIC Class Order 13/521.

The Bidder has also relied on the modification to Section 636(3) of the Corporations Act set out in paragraph 5(d) of ASIC Class Order 13/521 'Takeover Bids' to include references to certain statements by ASGL and the ASGL Directors in this Bidder's Statement without obtaining the consent of those persons. The relevant statements were taken from certain ASGL ASX announcements.

~~(a) references to certain statements by ASGL and the ASGL Directors in this Bidder's Statement without obtaining the consent of those persons. The relevant statements were taken from certain ASGL ASX announcements; and~~

Form

(b) ~~trading data sourced from Bloomberg and IRESS without their consent.~~

Form

As required by ASIC Class Order 13/521, the Bidder will make available a copy of this Bidder's Statement (or relevant extracts from these documents), free of charge, to ASGL Shareholders who request them during the Offer Period. To obtain a copy please contact Mr Andy Sibley of AMA Group Limited on 07 3897 5780 (from within Australia) or +61 7 3897 5780 (from outside Australia).

The Bidder has also relied on the modifications to Section 636(3) of the Corporations Act set out in paragraph 5 of ASIC Corporations (Consent to Statements) Instrument 2016/72 to include references to trading data of ASGL Shares at the ASX. In accordance with the requirements of paragraph 5, the trading data was prepared by Bell Potter Securities Limited using data feed sourced from Bloomberg and IRESS who have not consented to the inclusion of the trading data in this Bidder's Statement. The table in Section 7.9 of this Bidder's Statement was prepared by AMA based on trading data provided by Bell Potter Securities Limited.

#### 11.10 Consents

**Foster Nicholson Lawyers Pty Ltd** has given and before lodgement of this Bidder's Statement has not withdrawn its written consent to be named as the legal advisor to the Offer in the form and context in which it is so named.

**Bell Potter Securities Limited** is providing corporate advisory services to the Bidder and Bell Potter Securities Limited has not authorised, advised on or caused the issue of the Bidder's Statement. Bell Potter Securities Limited does not make, or purport to make, any statement or representation in the Bidder's Statement or any statement or representation on which a statement in the Bidder's Statement is based, other than as described above with respect to its name and role, and expressly disclaims and takes no responsibility for statements or representation made in or omissions from any part of the Bidder's Statement.

**Computershare Investor Services Pty Limited** will provide share registry services for the Offer and has not authorised, advised on or caused the issue of the Bidder's Statement. Computershare Investor Services Pty Limited does not make, or purport to make, any statement or representation in the Bidder's Statement or any statement or representation on which a statement in the Bidder's Statement is based, other than as described above with respect to its name and role, and expressly disclaims and takes no responsibility for statements or representation made in or omissions from any part of the Bidder's Statement.

Each of Foster Nicholson Lawyers Pty Ltd, Bell Potter Securities Limited and Computershare Investor Services Pty Limited:

- (a) has not authorised or caused the issue of the Bidder's Statement;
- (b) does not make, or purport to make, any statement in this Bidder's Statement other than as specified in this Section; and
- (c) to the maximum extent permitted by law, expressly disclaims all liability in respect of, makes no representation regarding and takes no responsibility for, any part of this Bidder's Statement with the consent of that party as specified in this Section.

#### **11.11 No other material information**

Except as disclosed in this Bidder's Statement, there is no other information that:

- (a) is material to the making of a decision by an ASGL Shareholder whether or not to accept the Offer; and
- (b) is known to the Bidder,

which has not been previously disclosed to ASGL Shareholders.

A Director of the Bidder is a contractor with Bell Potter Securities Limited. Whilst this does not result in a related party transaction, the Bidder has been requested by Bell Potter Securities Limited to make disclosure of this relationship.

#### **11.12 Variation of Offer**

The Bidder reserves the right to vary this Offer in accordance with Section 650A of the Corporations Act.

#### **11.13 Costs of Offer**

The Bidder will meet the costs relating to the preparation and circulation of this Bidder's Statement and Offer together with all transfer duty (if any) on the transfer of the ASGL Shares to the Bidder.

## **12. The terms of the Offer**

Should you accept the Offer (in accordance with Section 1), the following terms apply to the sale of your ASGL Shares to AMA.

#### **12.1 The Offer Price**

The Offer Price per each ASGL Share is \$0.35.

#### **12.2 Sale of your ASGL Shares and Warranties**

You will be taken to have accepted the Offer for all of your ASGL Shares held by you on the date your acceptance is processed.

You warrant that:

- (a) your ASGL Shares are fully paid and Encumbrance free;
- (b) AMA will acquire good title including beneficial ownership; and
- (c) you have the full power and capacity to sell and transfer your ASGL Shares.

### 12.3 Rights attaching to Shares

If AMA acquires your ASGL Shares, AMA is also entitled to any Rights, but not franking credits attached to dividends, attaching to those ASGL Shares.

### 12.4 Your obligation when the Offer becomes unconditional

Where ~~the ASGL Shares of~~ this Offer becomes unconditional, you:

- (a) agree not to attend or vote in person at any general meeting of ASGL or to exercise, or to purport to exercise any rights you have attaching to your ASGL Shares (notwithstanding that the Offer Price has not yet been paid);
- (b) ~~where this Offer becomes unconditional you~~ authorise AMA to transmit a message to ASX Settlement in accordance with rule 14.17.1 of the ASX Settlement Operating Rules so as to enter your ASGL Shares which are in a CHESS Holding into AMA's Account;

### 12.5 Recording of Acceptance

If you accept the Offer and the Defeating Conditions have been satisfied, you cannot withdraw your acceptance. You are able to withdraw your acceptance of the Offer under the limited circumstances described in Section 12.7 of this Bidder's Statement.

### 12.6 Validity of Acceptances

- (a) Subject to this Section 12.6, your acceptance of the Offer is not valid unless it is made in accordance with the procedure set out in Section 1.2 of this Bidder's Statement.
- (b) The Bidder may determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the Offer and time of receipt of an acceptance of the Offer. The Bidder is not required to communicate with you prior to making this determination. The determination of the Bidder will be final and binding on all parties.

- (c) Notwithstanding Section 1.2 of this Bidder's Statement, the Bidder may in its sole discretion at any time and without further communication to you, treat any Acceptance Form it receives to be a valid acceptance in respect of your ASGL Shares, even if a requirement for acceptance has not been complied with but the payment of the consideration in accordance with the Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by the Bidder.
- (d) Where you have satisfied the requirements for acceptance in respect of only some of your ASGL Shares, the Bidder may, in its sole discretion, regard the Offer to be accepted in respect of those of your ASGL Shares but not the remainder.
- (e) The Bidder will provide the consideration to you in accordance with Section 12.8 of this Bidder's Statement, in respect of any part an acceptance determined by the Bidder to be valid.

## **12.7 The effect of acceptance**

- (a) Once you have accepted this Offer, you will be unable to revoke your acceptance. The contract resulting from your acceptance will be binding on you and you will be unable to withdraw your ASGL Shares from the Offer or otherwise dispose of your ASGL Shares, except as follows:
  - (i) if, by the relevant time specified in Section 12.7(b), the Defeating Conditions in Section 6.1 of this Bidder's Statement have not been fulfilled or freed, this Offer will automatically terminate and your ASGL Shares will be returned to you; or
  - (ii) if the Offer Period is varied in any way that postpones for more than one month the time when the Bidder has to meet its obligations under the Offer and, at the time, this Offer is subject to one or more of the Defeating Conditions in Section 6.1 of this Bidder's Statement, you may be able to withdraw your acceptance

and your ASGL Shares in accordance with Section 650E of the Corporations Act. A notice will be sent to you at the time explaining your rights in this regard.

- (b) The relevant times for the purposes of Section 12.7(a)(i) of this Bidder's Statement are:
  - (i) in relation to the Defeating Condition in Section 6.1(c) of this Bidder's Statement (No Prescribed Occurrences), not later than three Business Days after the end of the Offer Period; and
  - (ii) in relation to all other Defeating Conditions in Section 6.1 of this Bidder's Statement, the end of the Offer Period.
- (c) By signing and returning the Acceptance Form, or otherwise accepting this Offer pursuant to Section 1.2 of this Bidder's Statement, you are taken to have:
  - (i) subject to all of the Defeating Conditions in Section 6.1 of this Bidder's Statement being fulfilled or freed, accepted this Offer (and any variation of it) in respect of your ASGL Shares and agreed to transfer your ASGL Shares to the Bidder (even if the number of ASGL Shares specified on the Acceptance Form differs from the number of your ASGL Shares);
  - (ii) warranted to the Bidder, as a fundamental condition of the contract resulting from your acceptance, that at the time of acceptance, and the time of transfer of your ASGL Shares (including any Rights) to the Bidder is registered, that all your ASGL Shares are and will be free from all Encumbrances and free from restrictions on transfer of any nature (whether legal or otherwise), and that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in your ASGL Shares (including any Rights) to the Bidder, and that you have paid to ASGL all amounts which at the time of

acceptance have fallen due for payment to ASGL in respect of your ASGL Shares;

- (iii) irrevocably authorised the Bidder (and any director, secretary or nominee of the Bidder) to alter the Acceptance Form on your behalf by inserting correct details of your ASGL Shares, filling in any blanks remaining on the form and rectifying any errors or omissions as may be considered necessary by the Bidder to make it an effective acceptance of this Offer or to enable registration of your ASGL Shares in the name of the Bidder;
- (iv) if you signed the Acceptance Form in respect of your ASGL Shares which are held in a CHESS Holding, irrevocably authorised the Bidder (or any director, secretary or agent of the Bidder) to instruct your Controlling Participant to initiate acceptance of this Offer in respect of your ASGL Share in accordance with Rule 14.14 of the ASX Settlement Operating Rules;
- (v) if you signed the Acceptance Form in respect of your ASGL Shares which are held in a CHESS Holding, irrevocably authorised the Bidder (or any director, secretary or agent of the Bidder) to give any other instructions in relation to your ASGL Shares to your Controlling Participant, as determined by the Bidder acting in its own interest as a beneficial owner and intended registered holder of those Shares;
- (vi) irrevocably authorised and directed ASGL to pay to the Bidder all Rights in respect of your ASGL Shares, subject if this Offer is rescinded or rendered void, to the Bidder accounting to you for any such Rights received by the Bidder;
- (vii) irrevocably authorised the Bidder to notify ASGL on your behalf your place of address for the purpose of service notices upon you in respect of your ASGL Shares is the address specified by the Bidder in the notification;

(viii) irrevocably appointed the Bidder (and any director, secretary or nominee of the Bidder) severally with effect from the date on which all of the Defeating Conditions in Section 6.1 of this Bidder's Statement have been fulfilled or freed, as your attorney to exercise all powers and rights that you have as the registered holder of your ASGL Shares, including:

- (A) attending any meeting of ASGL and voting in respect of your ASGL Shares, proposing or seconding any motion and demanding a poll for any vote at any such meeting;
- (B) requisitioning the convening of any general meeting of ASGL and convening a general meeting pursuant to any such requisition;
- (C) signing any form, notice, instrument or other document (including any proxy appointment) relating to your ASGL Shares; and
- (D) requesting the ASGL register, in the name of the Bidder or its nominee, your ASGL Shares, as appropriate, with full power of substitution.

Such appoint terminates on the earlier of the withdrawal of your acceptance of this Offer under Section 650E of the Corporations Act and the end of the Offer Period or, if all the Defeating Conditions in Section 6.1 of this Bidder's Statement have been fulfilled or waived, the registration of the Bidder as the holder of your ASGL Shares;

(ix) agreed that, in exercising the powers and rights conferred by the power of attorney in Section 12.7(c)(viii), each attorney may act in the interest of the Bidder as the intended registered holder and beneficial owner of your ASGL Shares;

- (x) with the effect from the date on which all the Defeating Conditions in Section 6.1 of this Bidder's Statement have been fulfilled or freed, agreed not to attend or vote in person, by proxy or by body corporate representative at any general meeting of ASGL or to exercise or purport to exercise any of the powers and rights conferred on the Bidder (and its directors, secretaries and nominees) in Section 12.7(c)(viii) of this Bidder's Statement;
  - (xi) agreed to do all such acts, matters and things that the Bidder may require to give effect to the matters the subject of this Section 12.7(c) (including the execution of a written form of proxy to the same effect as this Section 12.7(c) which complies in all respects with the requirements of the Constitution of the ASGL) if requested by the Bidder;
  - (xii) agreed to indemnify and keep indemnified the Bidder in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not providing your Holder Identification Number or Security Holder Reference Number or in consequence of the transfer of your Acceptance Shares to the Bidder being registered by ASGL without production of your Holder Identification Number or your Security Holder Reference Number for your ASGL Shares; and
  - (xiii) agreed subject to the Defeating Conditions of this Offer in Section 6.1 of this Bidder's Statement being fulfilled or freed, to execute all such documents, transfers and assurances, and do all such acts, matters and things that the Bidder may consider necessary or desirable to convey your ASGL Shares registered in your name and Rights to the Bidder.
- (d) The undertakings and authorities referred to in Section 12.7(c) of this Bidder's Statement remaining in force after you receive the consideration for your ASGL Shares and after the Bidder becomes registered as the holder of your ASGL Shares.

## 12.8 Payment of Consideration

If you accept this Offer, the Bidder will give you the Offer Price for your ASGL Shares as follows:

- (a) Subject to this Section 12.8 and the Corporations Act, the Bidder is to provide the consideration due to you for your ASGL Shares on or before the earlier of:
  - (i) one month after the day that your Acceptance Form is received by the Bidder, or if this Offer is subject to a Defeating Condition when you accept this Offer, within one month after this Offer becomes unconditional; and
  - (ii) 21 days after the end of the Offer Period.
- (b) Where the Acceptance Form requires an additional document (or documents) to be delivered with your Acceptance Form (such as a power of attorney):
  - (i) if that document is given with your Acceptance Form, the Bidder will provide the consideration in accordance with Section 12.8(a) of this Bidder's Statement;
  - (ii) if that document is given to the Bidder after the Bidder receives your Acceptance Form and before the end of the Offer Period, the Bidder will provide the consideration:
    - (A) if the Offer is subject to a Defeating Condition when the Bidder receives that document – by the earlier of one month after this Offer becomes unconditional or 21 days after the end of the Offer Period; and
    - (B) if the Offer is unconditional – by the earlier of one month after the Bidder is given the document or 21 days after the end of the Offer Period;
  - (iii) if that document is given to the Bidder after receipt of your Acceptance Form and after the end of the Offer Period, and the Offer is not subject to a Defeating

Condition, the Bidder will provide the consideration due to you within 21 days after that document is delivered to the Bidder. However, if at the time the document is given, the Offer is still subject to a Defeating Condition that relates only to the happening of an event or a circumstance referred to in Section 652C(1) or (2) of the Corporations Act, the Bidder will provide the consideration due to you within 21 days after the Offer becomes unconditional.

~~(c) If you accept this Offer, the Bidder is entitled to all Rights in respect of your ASGL Shares. The Bidder may require you to provide all documents necessary to vest the title to those Rights in the Bidder, or otherwise to give it the benefit or value of those Rights. If you do not give those documents to the Bidder, or if you have received the benefit of those Rights, the Bidder will deduct from the consideration otherwise due to you the amount (or value, as reasonably assessed by the Bidder) of those Rights, together with the value (as reasonably assessed by the Bidder).~~

~~(d)~~(c) The consideration payable by the Bidder to you under this Offer is to be paid to you by cheque in Australian currency. Cheques will be posted to you at your risk by ordinary mail (or in the case of overseas shareholders, by airmail) at the registered address shown on the Bidder's copy of ASGL's shareholder register.

~~(e)~~(d) If at the time you accept the Offer any of the following:

- (i) Banking (Foreign Exchange) Regulations 1959 (Cth);
- (ii) Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth); or
- (iii) any other law of Australia,

require that an authority, clearance or approval of the Reserve Bank of Australia, the Australian Taxation Office or any other government authority be obtained before you receive any consideration for your ASGL Shares, or would make it unlawful for the

Bidder to provide any consideration to you for your ASGL Shares, you will not be entitled to receive any consideration for your ASGL Shares until all requisite authorities, clearances or approvals have been received by the Bidder.

## 12.9 Trustee Warranties

If you are the legal owner but not the beneficial owner of your ASGL Shares, you represent and warrant to the Bidder that:

- (a) the beneficial holder has not sent a separate acceptance of the Offer in respect of your ASGL Shares;
- (b) the number of ASGL Shares you have specified as being the entire holding of ASGL Shares you hold on behalf of particular beneficial holder is in fact the entire holding; and
- (c) that you are irrevocably and unconditionally entitled to transfer the ASGL Shares and Rights, and to assign all of the beneficial interest therein, to the Bidder.

## 13. Definitions

- (a) **Acceptance Form** means the acceptance form attached to this Bidder's Statement;
- (b) **AMA** means AMA Group Limited (ACN 113 883 560);
- (c) **Announcement Date** is defined in Section 1.1 of this Bidder's Statement;
- (d) **ASGL** means Automotive Solutions Group Limited (ACN 613 474 089);
- (e) **ASGL Shares** means fully paid ordinary Shares of ASGL;
- (f) **ASIC** means the Australian Securities and Investments Commission;
- (g) **Associate** is defined in Chapter 1, Division 2 of the Corporations Act;

- (h) **ASX Listing Rules** means the listing rules of the ASX;
- (i) **ASX** means ASX Limited (ABN 98 008 624 691);
- (j) **Bidder** means AMA;
- (k) **Bidder's Statement** means this document and its content;
- (l) **Business Day** means a day which is not a Saturday, Sunday or public holiday in Melbourne, Victoria;
- (m) **Corporations Act** means the Corporations Act 2001 (Cth);
- (n) **Defeating Conditions** is defined in Section 6.1 of this Bidder's Statement;
- (o) **Encumbrance** means any security interest, mortgage, charge, lien, pledge, hypothecation;
- (p) **Offer** means the offer to acquire your ASGL Shares and Rights, off-market and in accordance with the terms of this Bidder's Statement;
- (q) **Offer Closing Date** is defined in Section 1.1 of this Bidder's Statement;
- (r) **Offer Period** means the period during which the Offer remains open, being the period between the date of this Bidder's Statement and the Offer Closing Date mentioned in Section 1.1 of this Bidder's Statement;
- (s) **Offer Price** is defined in Section 2.1 of this Bidder's Statement;
- ~~(t)~~ **Official List** means the official list of the ASX;
- ~~(t)~~~~(u)~~ **Original Bidder's Statement** has the meaning defined in the Important Information section on page 1 of this Bidder's Statement;
- ~~(u)~~~~(v)~~ **Prescribed Events** is defined in Section 6.1 (c) of this Bidder's Statement;

~~(v)~~~~(w)~~ **Register Date** is defined in Section 11.7 of this Bidder's Statement;

~~(w)~~~~(x)~~ **Rights** means all accreditations, rights or benefits of whatever kind attaching or arising from your ASGL Shares directly or indirectly at or after the Announcement Date (including, but not limited to, all dividends (but excluding franking credits attached to any dividend) and all rights to receive them or rights to receive or subscribe for Shares, notes, bonds, options or other securities declared, paid or issued by ASGL or any of its subsidiaries);

~~(x)~~~~(y)~~ **Shares** means fully paid ordinary Shares in the capital of ASGL;

~~(y)~~~~(z)~~ **Strategic Review** is defined in Section 8.2 of this Bidder's Statement;

~~(z)~~~~(aa)~~ **Target** means ASGL;

~~(aa)~~~~(bb)~~ **Target's Statement** means the document that ASGL is required to send to its Shareholders in response to this Bidder's Statement; and

~~(bb)~~~~(cc)~~ **Trading Day** means a trading day on the ASX.

## 14. Approval of Bidder's Statement

This Bidder's Statement has been approved by a resolution unanimously passed by the Directors of AMA Group Limited dated ~~4 November~~ 10 November 2017.

## 15. Directory

**Legal Advisor to AMA Group Limited**

Foster Nicholson Lawyers Pty Ltd

**Corporate Advisor to the Offer**

Bell Potter Securities Limited

**Share Registry for the Offer**

Computershare Investor Services Pty Limited

## **Annexure A – ASX Announcement**

1 November 2017

The Manager  
Company Announcement  
ASX Limited  
Exchange Centre  
20 Bridge Street  
Sydney NSW 2000

Dear Sirs,

**Off-Market Takeover Bid by AMA Group Limited for Automotive Solutions Group Limited**

AMA Group Limited (**AMA**) announces its off-market takeover offer for all the ordinary shares in Automotive Solutions Group Limited (**ASGL**).

In accordance with Item 5 of Section 633(1) of the Corporations Act 2001 (Cth) (**Act**), we **enclose** for lodgement a copy of AMA's Bidder's Statement dated 1 November 2017.

A copy of the Bidder's Statement was lodged with the Australian Securities and Investments Commission and served on ASGL today pursuant to Items 2 and 3 of Section 633(1) of the Act.

As required by Section 633(4) of the Act, AMA also gives notice that it has set 7.00pm (AEDT) on 2 November 2017 as the register date (being the date for determining holders of ASGL securities for the purposes of Section 633(2) of the Act).

Yours faithfully



Terri Bakos  
**Company Secretary**  
**AMA Group Limited**

# Replacement Bidder's Statement Off-Market Cash Offer

by

**AMA Group Limited** ACN 113 883 560

to purchase your shares in

**Automotive Solutions Group Limited**

ACN 613 474 089

## **ACCEPT THIS OFFER**

**THIS IS AN IMPORTANT DOCUMENT AND REQUIRES YOUR IMMEDIATE ATTENTION**

It contains an offer by AMA Group Limited to purchase all of the shares in Automotive Solutions Group Limited. If you are in any doubt how to treat this document, you should consult your financial, legal, taxation or other professional adviser as soon as possible.

If you have any questions or require assistance with your acceptance, please call Mr Andy Sibley at AMA Group Limited on 07 3897 5780 (within Australia) or +61 7 3897 5780 (for callers outside Australia).

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# Important Information

## Key Dates

1. Date of ASX Announcement: 1 November 2017
2. Date Original Bidder's Statement was lodged at ASIC: 1 November 2017
3. Date of this Replacement Bidder's Statement: 10 November 2017
4. Date this Replacement Bidder's Statement was lodged at ASIC and ASX: 10 November 2017
5. Date of this Offer: [ ] 2017
6. Date the Offer opens [ ] 2017
7. Date the Offer closes: 7.00pm (AEDT) on [ ] 2017 \*
8. Date the Bidder must advise of status of the Defeating Conditions: [ ] 2017 \*
9. Date of payment: see Section 12.8 of this Bidder's Statement\*

**Qualification: \* the dates in items, 7,8 and 9 above are correct as at the date of this Offer, but may vary if the Offer Period is extended or the Offer is withdrawn as permitted under the Corporations Act.**

## Bidder's Statement

This is a Replacement Bidder's Statement and is given by AMA Group Limited ACN 113 883 560 (**AMA**) to Automotive Solutions Group Limited ACN 613 474 089 (**ASGL**) under Part 6.5 of the Corporations Act, as amended by ASIC Class Order CO 13/528 and the other modifications described in Section 11.9 of this Bidder's Statement. This Replacement Bidder's Statement is dated [ ] 2017 and replaces the Bidder's Statement dated 1 November 2017 and lodged with ASIC on that date (**Original Bidder's Statement**). This Replacement Bidder's Statement includes an Offer dated [ ] 2017 to acquire all of your ASGL Shares off-market (including existing ASGL Shares and all ASGL Shares that will come into existence upon the conversion of or exercise of rights attached to other ASGL securities

during the period from the Register Date to the end of the Offer Period).

The Offer made in this Replacement Bidder's Statement is on the same terms as the Offer set out in the Original Bidder's Statement.

All references to the Bidder's Statement in this document are to this Replacement Bidder's Statement.

You should read this Bidder's Statement in its entirety.

## ASIC and ASX disclaimer

A copy of this Bidder's Statement was lodged with ASIC and provided to ASX on [ ] 2017. Neither ASIC, ASX nor any of their respective officers takes any responsibility for the contents of this Bidder's Statement or the merits of the Offer.

## Defined Terms

A number of defined terms are used in this Bidder's Statement. Unless a contrary intention appears or the words are defined in Section 13 of this Bidder's Statement, words and phrases in this Bidder's Statement have the same meaning and interpretation as in the Corporations Act.

## Investment decisions

This Bidder's Statement does not take into account your individual investment objectives, financial situation or particular needs. You should consider seeking independent financial, legal or taxation advice before deciding whether or not to accept the Offer.

## Forward-looking statements

Some of the statements in this Bidder's Statement are in the nature of forward looking statements including statements of current intention in Section 8 of this Bidder's statement.

Forward-looking statements are not based on historical facts; they are based on current expectations of future results or events. Forward-looking statements are by their nature subject to inherent risks, uncertainties and assumptions which could cause actual results or events to differ materially

from the expectations set out in such forward-looking statements. Forward looking statements are generally identified by the use of words such as, 'likely', 'believe', 'intend', 'expect' or 'anticipate' and other similar wording. While AMA believes that the expectations reflected in the forward-looking statements in this document are reasonable, no assurance can be given that such expectations will prove to be correct. Matters as yet not known to AMA or not currently considered material by AMA may cause actual results or events to be materially different from those expressed in any forward-looking statements. Any forward-looking statement contained in this Bidder's Statement is qualified by this cautionary statement.

AMA and its respective officers, persons named in this Bidder's Statement with their consent or any other person involved in the preparation of this Bidder's Statement does not make any representation or warranty (express or implied) as to the accuracy or likelihood of fulfilment of any forward-looking statement, or any events or outcomes expressed or implied in any forward-looking statement and any statement in the nature of a forward-looking statement having regard to the fact that the outcome may not be achieved, except to the extent required by law.

### **Information regarding the Bidder and the Target**

The Corporations Act prescribes that certain information be included in a Bidder's Statement. This Bidder's Statement complies with Sections 636 and 637 of the Corporations Act. All information in this Bidder's Statement relating to ASGL has been prepared by or on behalf of AMA using publicly available information including information set out on ASGL's ASX announcements platform and AMA does not make any representation or warranty, express or implied, as to the accuracy or completeness of such information.

### **The Target's Statement**

The Corporations Act prescribes requirements for a Target Statement which the Directors of ASGL are required to provide to the Shareholders of ASGL in response to this Bidder's Statement.

### **Notice of foreign shareholders**

The distribution of this Bidder's Statement may, in some countries, be restricted by law or regulation. Accordingly, persons who come into possession of this Bidder's Statement should inform themselves of,

and observe, those restrictions. This Bidder's Statement does not constitute an offer in any jurisdiction in which, or to any person to which, it would not be lawful to make such an offer.

### **Offer information contact**

For information regarding your ASGL Shares, the Offer or how to accept the Offer, please read this Bidder's Statement. If you still need assistance please contact Mr Andy Sibley of AMA Group Limited on 07 3897 5780 (from within Australia) or +61 7 3897 5780 (from outside Australia), or consult your financial, legal, taxation or other professional adviser.

### **Internet references**

Both AMA and ASGL maintain internet sites. The AMA internet site is [www.amagroupltd.com](http://www.amagroupltd.com). The ASGL internet site is [www.asgl.com.au](http://www.asgl.com.au). Information contained in, or otherwise accessible through, these internet sites is not part of this Bidder's Statement. All references in this Bidder's Statement to these internet sites are inactive textual references to these sites and are for your information only.

### **Share Registry**

#### **Computershare Investor Services Pty Limited**

Address: GPO Box 52 Melbourne Vic 3000.

Phone: 1300 140 579 or 03) 9415 4100

### **How to accept**

Acceptance of the Offer must be received in sufficient time to be acted upon before the close of Offer Period. Acceptance Forms must be sent to the address stated on the front and on the reverse of the Acceptance Form. To accept the Offer, you should follow the instructions set out in Section 1.2 of this Bidder's Statement.

# Chairman's Letter

10 November 2017

Dear Fellow ASGL Shareholder,

On behalf of the Board of Directors of AMA Group Limited (**AMA**), I am pleased to introduce an off-market offer (**Offer**) by AMA to acquire all of your Shares in Automotive Solutions Group Limited (**ASGL**) for \$0.35 per ASGL Share (**Offer Price**), for cash consideration.

The Offer also extends to all ASGL Shares which come into existence upon the conversion of or exercise of rights attached to other ASGL securities from the Register Date to the end of the Offer Period.

This Offer is conditional upon certain conditions being satisfied including, amongst others, AMA achieving a relevant interest in not less than 50.1% of the total voting Shares in ASGL at or before the end of the Offer Period.

AMA is the major shareholder of ASGL, currently holding a relevant interest in 31.29% of the total voting Shares in ASGL.

## Reasons to accept the Offer

The Offer Price represents a 48.9% premium to the closing price of ASGL Shares on 31 October 2017 of \$0.235 per Share (being the last day on which ASGL Shares traded on the ASX before the announcement date of 1 November 2017 (**Announcement Dated**)).

The Offer Price represents a premium of 31.4% to the Volume Weighted Average Price of ASGL Shares on the ASX of \$0.266 per Share, for the period from 10 July 2017 (the first trading day after AMA's previous takeover offer closed) to 31 October 2017.

The Offer capitalises ASGL at \$17.621m. This is 2.85 times ASGL's net tangible assets (\$6.176 million) as at 30 June 2017.

The Offer Price equals the highest price paid by AMA for ASGL Shares in the period of 4 months prior to the Announcement Date. No other ASGL Shares have been acquired by AMA in the period since the Announcement Date..

As shareholders you have been promised a return of shareholder value, however there is no definition of what that actually represents and by when. The reality is that poor financial performance has resulted in a depletion of ASGL's cash resources, and a dysfunctional board of directors has used ASGL's resources to fight each other. You have to ask yourself what does a return of shareholder value mean and by when?

Following closing of AMA's previous takeover offer on 7 July 2017, there have also been a number of significant events:

- (a) the supposedly temporary price weakness has now proven itself to be sustained given that in the period between 12 July 2017 and 31 October 2017, every on-market trade of ASGL Shares has been at a price below \$0.35 per Share.
- (b) the volume weighted average price of ASGL Shares traded on the ASX (VWAP) for the following periods up to 31 October 2017 is as follows:
  - (i) for the last 30 days: \$0.22 per Share
  - (ii) for the last 60 days \$0.243 per Share
  - (iii) for the last 90 days: \$0.253 per Share
- (c) On this basis, the present offer of \$0.35 per Share is a significant premium to those prices as follows:
  - (i) 30 day VWAP : +58.7%;

- (ii) 60 day VWAP : +44.3%;
  - (iii) 90 day VWAP : +38.5%,.
- (d) the 30 June 2017 annual report for ASGL reveals:
- (i) a loss before interest and tax (EBIT) of \$19,337,948, which included an impairment of goodwill of \$13,867,680, relating to six businesses acquired 6.5 months prior, on 16 December 2016;
  - (ii) that the reported EBIT loss of \$19,337,948 differed to the result reported in the 30 June 2017 Appendix 4E preliminary final report (provided to the ASX on 31 August 2017) by \$7,156,834. This raises serious questions about the market guidance range of \$0.8 million to \$0.9 million, provided to the market on 26 April 2017;
  - (iii) that the cash and cash equivalent balance was \$1,863,220. This has reduced from the balance reported at 31 December 2016 of \$3,971,283;
  - (iv) an audit qualification as over 25% of the inventory value was unable to be verified.
- (e) ASGL is not giving any announcements to the market to indicate that its turnaround plan is having effect or that or as to its progress regarding its guidance for the second half of 2017;
- (f) ASGL has had a change of CEO, Chairman (twice), CFO and has engaged multiple apparent turn around specialists and contractors. Three new directors joined the board (Mr Carr on 27 October 2017 and Mr Ranawake and Mr Chapman on 2 November 2017). On 2 November 2017 Peter Alexander, Mark Larkham and Bruce Wedemeyer all resigned as directors after two extraordinary general meetings to remove and appoint directors were called by fighting factions and then cancelled. Mr Wedemeyer also dropped legal proceedings against ASGL which were announced to the market as having been commenced 1 day earlier. As a shareholder, AMA is concerned at this series of extraordinary events, with no guarantee

similar events will not occur in the future. Further, ASGL is now in the hands of an entirely new board with no prior experience or involvement in ASGL; and

- (g) The last Appendix 4C (Quarterly Cash Flow Report) lodged on 1 November 2017 reveals operating cash outflows in the quarter of \$8.400 million and operating cash inflows for the quarter of \$7.821 million resulting in net operating cash outflows of \$0.579 million. After net investing cash outflows of \$0.088 million, the cash and cash equivalents at the end of the quarter reduced by \$0.667 million to be \$1.196 million. In other words, ASGL continues to spend considerably more than it generates.

Added to the persistently low Share price is a lack of liquidity for shareholders with a total of 2,419,122 Shares having been traded since AMA's last takeover closed and 31 October 2017, which represents only 4.8% of the total Share capital of ASGL.

However, the current Offer allows you to sell all of your ASGL Shares to AMA (subject to the conditions herein). There is currently no competing offer to acquire your ASGL Shares and the ASGL Share price may fall after the Offer.

You should consider the value and certainty of AMA's all-cash Offer compared with the risks and uncertainties of remaining a shareholder in ASGL.

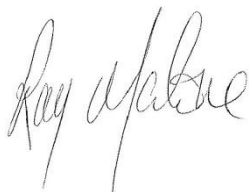
### **How to accept the Offer**

Detailed information in respect of the Offer is set out in this Bidder's Statement. I encourage you to read the entirety of this Bidder's Statement carefully and in full, and then accept the Offer as soon as possible.

Details on how to accept the Offer are set out in Section 1.2 of the Bidder's Statement. You must accept the Offer by 7.00pm (AEDT) on [ ] 2017 unless that date is otherwise extended or the Offer is withdrawn.

If you have any questions, please contact Mr Andy Sibley on 07 3897 5780 (from within Australia) or +61 7 3897 5780 (from outside Australia), or consult your financial, legal, taxation or other professional adviser.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Ray Malone', written in a cursive style.

**Ray Malone**  
**Chairman**  
**AMA Group Limited**

# 1. Key dates and Acceptance of Offer

## 1.1. Key dates

<b>Date of ASX Announcement (a copy of the ASX announcement is in Annexure A of this Bidder's Statement) (Announcement Date)</b>	1 November 2017
<b>Date the Original Bidder's Statement was lodged at ASIC</b>	1 November 2017
<b>Date this Bidder's Statement was lodged with ASIC, ASX and served on ASGL</b>	10 November 2017
<b>Date of this Bidder's Statement</b>	10 November 2017
<b>Date of Offer</b>	[ ] 2017
<b>Date Offer opens</b>	[ ] 2017
<b>Date Offer Period closes (the Offer Closing Date) *</b>	[ ] 2017
<b>Date Bidder must advise of status of Defeating Conditions *</b>	[ ] 2017
<b>Date of payment *</b>	See Section 12.8 of this Bidder's Statement

\* These Dates are correct as at the Date of the Offer, but may vary if the Offer Period is extended or the Offer is withdrawn as permitted by the Corporations Act.

## 1.2. How to accept the Offer

You may only accept the Offer for all of your ASGL Shares.

To accept, you must accept the Offer by no later than the Offer Closing Date.

How to accept the Offer will depend on whether you hold your ASGL Shares in an Issuer Sponsored Holding or a CHESS Holding.

**Issuer Sponsored Holdings (i.e. you have a Security Holder Reference Number starting with the letter I – see the attached Acceptance Form).**

If your holding is an Issued Sponsored Holding, you may accept the Offer by:

- (a) completing and signing the Acceptance Form attached to this Bidder's Statement; **and**
- (b) returning the Acceptance Form to AMA with all documents specified in the Acceptance Form. The Acceptance Form must be received by AMA in time to allow AMA to give instructions to the Controlling Participant prior to the Offer Closing Date.

Acceptance Forms must be received with original signatures. Copies or electronic forms will not be accepted.

**CHESS Holdings (i.e. you have a Security Holder Reference Number starting with the letter X – see attached Acceptance Form)**

If your ASGL Shares are held in a CHESS Holding, you can accept the Offer by either:

- (a) instructing your Controlling Participant to accept the Offer on your behalf prior to the Offer Closing Date; OR
- (b) Completing and signing the Acceptance Form attached to this Bidder's Statement and returning it to the address set out in the Acceptance Form. The Acceptance Form authorises your Controlling Participant (usually your Broker) to initiate your acceptance to the Offer on your behalf. Your Acceptance Form must be received by AMA in time to allow AMA to give instructions to the Controlling Participant prior to the Offer Closing Date.

Acceptance Forms must be received with original signatures. Copies or electronic forms will not be accepted.

### **Controlling Participants**

If you are a Broker or an ASX Settlement Participant / Controlling Participant in respect of your AGL Shares, you must yourself initiate the acceptance of this Offer in accordance with rule 14.14 of the ASX Settlement Operating Rules prior to the Offer Closing Date.

The Bidder recommends that you give instructions at the earlier opportunity to avoid missing the Offer Closing Date.

### **1.3. Terms**

The full terms of the Offer are in Section 12 of this Bidder's Statement.

The Offer will remain open until the Offer Closing Date unless withdrawn or extended.

### **1.4. Conditions**

The Offer and any contract that results from an acceptance of this Offer are subject to the following Defeating Conditions:

- (a) that at or before the end of the Offer Period AMA has a relevant interest in not less than 50.1% of the voting Shares in ASGL (including any ASGL Shares that may be issued at any time up to the Offer Closing Date); and
- (b) the other conditions in Section 6 of this Bidder's Statement.

## **2. Why you should accept this Offer**

### **Attractiveness of Offer Price**

This Offer Price of \$0.35 (**Offer Price**) is for each ASGL Share which represents a premium of 48.9% to the closing share price on the day before the announcement date (31 October

2017) of \$0.235, and a premium of 58.7% to the VWAP of \$0.22 per Share over the 30 day period up to 31 October 2017.

During the three months ended 31 October 2017:

- (a) the highest recorded sale price for ASGL Shares on the ASX was \$0.30 per Share on 1 August 2017; and
- (b) the lowest record sale price for ASGL Shares on the ASX was \$0.20 per Share on 11 October 2017.

A graph showing the recent Share price performance of ASGL Shares is in Section 7.9 of this Bidder's Statement.

The Offer Price equals the highest price paid by AMA for ASGL Shares in the period of 4 months prior to the date of this Offer.

Further, the last Appendix 4C (Quarterly Cash Flow Report) lodged by ASGL on 1 November 2017 reveals operating cash outflows in the quarter of \$8.400 million and operating cash inflows for the quarter of \$7.821 million resulting in net operating cash outflows of \$0.579 million. After net investing cash outflows of \$0.088 million, the cash and cash equivalents at the end of the quarter reduced by \$0.667 million to be \$1.196 million.

## **2.1 Certainty of Offer Price**

The Offer Price is fixed during the Offer Period and provides certainty as opposed to future uncertain trading prices. The graph in Section 7.9 of this Bidder's Statement demonstrates the decrease in ASGL Share price since 23 May 2017 (noting that the period from 23 May 2017 to 7 July 2017 was the period during which AMA's previous takeover offer at \$0.35 per Share was able to be accepted).

## **2.2 Risks of not accepting the Offer**

### **(a) Risks of being a minor shareholder**

If you do not accept the Offer:

- (i) you may be left with a small shareholding in ASGL;
- (ii) the Shareholder spread after the Offer is completed may be less than required under the ASX Listing Rules; and
- (iii) the ASX may choose to suspend or de-list ASGL in which case, the liquidity in ASGL Shares may be severely impacted.

### **(b) Compulsory acquisition**

Where the Corporations Act permits, the Bidder intends to exercise its rights to compulsorily acquire the remaining ASGL Shares at the Offer Price and you may be paid later than accepting Shareholders.

### **(c) Future uncertainty**

Depending on the level of acceptances the Bidder receives under the Offer, the market for ASGL Shares may become even less liquid than at present. This could make it more difficult for you to sell your ASGL Shares at an attractive price in the future.

## **2.3 The Offer is the only takeover offer presently available for your Shares**

The Offer is the only takeover offer presently available for all ASGL Shares as at the date of this Bidder's Statement. The Offer represents a liquidity opportunity for Shareholders to sell all their ASGL Shares for the Offer Price. As at the date of this Bidder's Statement, the Bidder is not aware of any other party intending to make a takeover offer for ASGL Shares.

## 2.4 Brokerage by accepting the Offer

By accepting the Offer, you will not pay the Bidder's brokerage costs. You may incur brokerage to your broker if you choose to accept the Offer. You should confirm the fees with your broker.

## 3. Summary of Offer

<b>The Bidder</b>	The Bidder is AMA Group Limited. Section 5 contains further details on the Bidder.
<b>The Offer</b>	The Bidder is offering to acquire all of your ASGL's Shares on the terms detailed in this Bidder's Statement. The Offer also extends to all ASGL Shares which come into existence upon the conversion of or exercise of rights attached to other ASGL securities from the Register Date until the Offer Closing Date.
<b>Offer Price</b>	The Bidder is offering \$0.35 cash for each ASGL Share you hold.
<b>The date the Offer opens</b>	[ ] 2017.
<b>Offer Closing Date</b>	The Offer is scheduled to close at 7.00pm (AEDT) on [ ] 2017, unless the Offer is extended or withdrawn.
<b>The date the Bidder must advise of status of Defeating Conditions</b>	[ ] 2017, unless that date is extended or the Offer withdrawn.
<b>Acceptance</b>	You may only accept the Offer for all (not some) of your ASGL Shares.

<b>How to accept the Offer</b>	Details on how to accept the Offer are set out in Section 1.2 of this Bidder's Statement.
<b>Terms</b>	The terms governing this Offer are set out in Section 12 of this Bidder's Statement.
<b>Payment of Offer Price for your Shares</b>	The details relating to the payment of the consideration payable for your ASGL Shares is discussed in Section 12.8 of this Bidder's Statement.
<b>Withdrawal of the Offer</b>	The Offer may only be withdrawn by the Bidder in accordance with the Corporations Act.
<b>Conditional Offer</b>	This Offer is subject to the conditions in Section 6 of this Bidder's Statement. These conditions are known as "Defeating Conditions".

## 4. Frequently Asked Questions

<b>Question</b>	<b>Answer</b>
<b>What is the Offer?</b>	This is an Offer by AMA Group Limited to acquire all of your ASGL Shares for the Offer Price of \$0.35 per ASGL Share. You can only accept the Offer for all (and not some) of your ASGL Shares.
<b>What is the Bidder's Statement?</b>	This Bidder's Statement has been prepared in accordance with the Corporations Act. This Bidder's Statement is required to include information relating to the Offer including the terms of Offer for your ASGL

	<p>Shares and material information relevant to your decision whether or not to accept the Offer.</p> <p>This Bidder's Statement is an important document which you should read in full. You should consult your financial, legal or other professional adviser if you have any concerns relating to this Bidder's Statement.</p>
<b>Who is AMA?</b>	<p>AMA is an Australian public company listed on the Australian Securities Exchange (<b>ASX</b>).</p> <p>Section 5 of this Bidder's Statement contains further information on AMA.</p>
<b>What interest does AMA currently have in ASGL?</b>	<p>AMA has a relevant interest in 31.29% of the total number of ASGL Shares, which equates to 31.29% of the total voting rights in ASGL.</p>
<b>What are the Defeating Conditions to the Offer?</b>	<p>The Offer is conditional on:</p> <ul style="list-style-type: none"> <li>• A minimum acceptance condition – that is, AMA achieving a relevant interest or voting rights in at least 50.1% of the issued ordinary capital of ASGL at or before the end of the Offer Period.</li> <li>• ASGL not undertaking or committing to undertake any material transactions.</li> <li>• No Prescribed Events arising.</li> </ul> <p>Further information on these Defeating Conditions are set out in Section 6 of this Bidder's Statement.</p>
<b>When does the Offer become unconditional?</b>	<p>The Offer becomes unconditional when the Bidder gives a notice to ASGL declaring the Offer to be free of the Defeating Conditions. A copy of this notice is also required to be given to ASX. AMA will advise the status of</p>

	the Defeating Conditions on [ ] 2017 (however, that date may vary if the Offer Period is extended).
<b>How do I accept the Offer?</b>	Section 1.2 of this Bidder's Statement sets out how you can accept the Offer. Your acceptance must be received before the end of the Offer Period in order to participate.
<b>How long is the Offer open for?</b>	The Offer opens on [ ] 2017 and is scheduled to close at 7.00pm (AEDT) on [ ] 2017 (unless that date is extended or the Offer is withdrawn in accordance with the Corporations Act).
<b>When will I receive consideration for the ASGL Shares?</b>	If you accept the Offer and the Offer becomes unconditional, Section 12.8 of this Bidder's Statement details when the consideration will be paid to you.
<b>What is the situation if ASGL declares a dividend?</b>	<p>If you accept the Offer, AMA will be entitled to all of the Rights attaching to your ASGL Shares (including dividends or capital distributions declared or paid by ASGL after the Announcement Date, but excluding franking credits attached to any dividend).</p> <p>If ASGL pays a dividend or capital distribution to ASGL shareholders between the Announcement Date and the Closing Date, any amount received by you on account of those Rights will be offset as described in Section 12.8(c) of this Bidder's Statement.</p>
<b>What about franking credits attached to the dividend?</b>	The Rights to be acquired by AMA do not include any franking credits attached to any dividend.

<p><b>What happens if I accept the Offer?</b></p>	<p>If you accept the Offer, you cannot sell your ASGL Shares or otherwise deal with the Rights attaching to those ASGL Shares (subject to your limited statutory rights to withdraw your acceptance in certain circumstances). The terms governing the sale are set out in Section 12 of this Bidder's Statement.</p>
<p><b>What happens if I do not accept the Offer?</b></p>	<p>If you do not accept the Offer you will retain your ASGL Shares.</p>
<p><b>What are the tax implications of accepting the Offer?</b></p>	<p>A general description of the taxation treatment for certain ASGL Shareholders accepting the Offer is set out in Section 10 of this Bidder's Statement.</p> <p>The description in Section 10 of this Bidder's Statement is a general description only and not advice. It does not take into account your particular circumstance or needs. You should not rely on that description as advice for your own affairs.</p> <p>You should consult your taxation adviser for detailed taxation advice before making a decision as to whether or not to accept the Offer for your ASGL Shares.</p>

## 5. About the Bidder

### 5.1 The Bidder

The Bidder is AMA Group Limited (**AMA**). AMA was incorporated in New South Wales on 19 April 2005. It is a public company which has been listed on the Australian Securities Exchange (**ASX**) since 31 August 2006.

### 5.2 The Directors of the Bidder

The Directors of the Bidder are:

<b>Name</b>	<b>Position</b>
Mr Raymond Malone	Chairman and Executive Director
Mr Raymond Smith-Roberts	Executive Director
Mr Hugh Robertson	Non-Executive Director
Mr Andrew Hopkins	Executive Director
Mr Brian Austin	Non-Executive Director
Mr Leath Nicholson	Non-Executive Director

### 5.3 Overview of the Bidder

The principal activity of AMA is the operation and development of complementary businesses in the automotive aftercare market. It focuses on the wholesale vehicle aftercare and accessories sector, including vehicle panel repair, vehicle aftercare and accessories, automotive electrical and cable accessories and automotive component remanufacturing.

Further information about AMA can be found at [www.amagroupltd.com](http://www.amagroupltd.com).

## **5.4 Announcement by the Bidder in relation to the Offer**

On 1 November 2017, AMA made an announcement to the ASX in relation to the Offer. A copy of the announcement is set out in Annexure A of this Bidder's Statement.

ASGL Shareholders will recall that on 23 May 2017, AMA announced an on-market takeover for ASGL Shares. That takeover completed on 7 July 2017 and resulted in AMA holding 15,755,471 ASGL Shares.

## **5.5 Publicly available information about the Bidder**

The Bidder is a listed disclosing entity for the purposes of the Corporations Act and is subject to regular reporting and disclosure obligations. Specifically, as an ASX listed company, the Bidder is subject to the ASX Listing Rules, which require continuous disclosure of any information concerning it that a reasonable person would expect to have a material effect on the price or value of its securities. The ASX website lists all of the announcements issued by the Bidder. These documents are available in electronic form at [www.asx.com.au](http://www.asx.com.au).

In addition, AMA is required to lodge certain documents with ASIC. Copies of the documents lodged with ASIC may be obtained from, or inspected at, an ASIC office. A substantial amount of publicly available information about AMA is also available on AMA's website at [www.amagroupltd.com](http://www.amagroupltd.com).

Since the Bidder lodged its 2017 Annual Report it has lodged the following announcements on the ASX:

<b>Date</b>	<b>Announcement*</b>
19/09/2017	2017 Full Year Results Presentation
29/09/2017	Annual Report to shareholders

29/09/2017	Appendix 4G
06/10/2017	Change in substantial holding
06/10/2017	Change in substantial holding from CGF
27/10/2017	Notice of Annual General Meeting /Proxy Forms
31/10/2017	Change of Director's Interest Notice – RM
01/11/2017	Off-Market Take Over Bid for Automotive Solutions Group Limited
02/11/2017	Change in Substantial Holding for 4WD
03/11/2017	4WD: Response to Takeover Bid.
08/11/2017	4WD: IER Engagement

\*All announcements may be viewed on the ASX at [www.asx.com.au](http://www.asx.com.au)

## 6. Conditional Offer

**6.1** This Offer and any contracts that result from an acceptance of this Offer are subject to the fulfilment of the following conditions (**Defeating Conditions**):

(a) **Minimum acceptance condition**

It is a condition of the Offer that at or before the end of the Offer Period, AMA obtains a relevant interest which represents not less than 50.1% of the voting Shares in ASGL (including any ASGL Shares that may be issued at any time up to the Offer Closing Date).

(b) **No material transactions**

It is a condition of the Offer that, other than any transaction or proposed transaction publicly announced by ASGL before the date of this Bidder's Statement, none of the following events occur during the Offer Period:

- (i) ASGL, or any subsidiary of ASGL, acquires or disposes, offers to acquire or dispose or agrees to acquire or dispose one or more assets for an amount in aggregate greater than \$200,000;
- (ii) ASGL, or any subsidiary of ASGL, acquires or disposes, offers to acquire or dispose or agrees to acquire or dispose one or more companies for an amount in aggregate greater than \$200,000;
- (iii) ASGL, or any subsidiary of ASGL, enters into, offers to enter into or announces that it proposes to enter into any joint venture or partnership involving a commitment of greater than \$200,000;
- (iv) ASGL, or any subsidiary of ASGL enters into any funding arrangements with a third party with a total commitment exceeding \$200,000;
- (v) ASGL, or any subsidiary of ASGL, incurs or commits to incurring capital expenditure (on one or more items) exceeding \$200,000; or
- (vi) ASGL or any subsidiary of ASGL, makes an announcement in respect of the matters referred to above.

(c) **No Prescribed Occurrences**

It is a condition of the Offer that none of the following events happen during the period beginning on the date the Bidder's Statement is given to ASGL and ending at the end of the Offer Period (each event being a **Prescribed Occurrence**):

- (i) ASGL converts all or any of its Shares into a larger or smaller number of Shares;
- (ii) ASGL or a subsidiary of ASGL resolves to reduce its Share capital in any way;
- (iii) ASGL or a subsidiary of ASGL:
  - (A) enters into a buy-back agreement; or
  - (B) resolves to approve the terms of a buy-back agreement under section 257C(1) or 257D(1) of the Corporations Act;
- (iv) ASGL or a subsidiary of ASGL issues Shares, (other than ASGL Shares issued as a result of exercise of convertible securities which are on issue at the Register Date), or grants an option over its Shares, or agrees to make such an issue or grant such an option;
- (v) ASGL or a subsidiary of ASGL issues, or agrees to issue, convertible notes;
- (vi) ASGL or a subsidiary of ASGL disposes, or agrees to dispose, of the whole, or a substantial part, of its business or property;
- (vii) ASGL or a subsidiary of ASGL grants, or agrees to grant, a security interest in the whole, or a substantial part, of its business or property;
- (viii) ASGL or a subsidiary of ASGL resolves to be wound up;
- (ix) A liquidator or provisional liquidator of ASGL or of a subsidiary of ASGL is appointed;
- (x) A court makes an order for the winding up of ASGL or of a subsidiary of ASGL;
- (xi) An administrator of ASGL, or of a subsidiary of ASGL, is appointed under Sections 436A, 436B or 436C of the Corporations Act;

- (xii) ASGL or a subsidiary of ASGL executes a deed of company arrangement;
  - (xiii) A receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of ASGL or of a subsidiary of ASGL.
- (d) **Non-existence of “change of control” rights**

Between the Announcement Date and the end of the Offer Period (each inclusive), no person has, or exercises, or purports to have or exercise, any right (whether subject to conditions or not) as a result of AMA making or announcing the Offer or acquiring ASGL Shares to:

- (i) acquire, or require ASGL or any subsidiary of ASGL to dispose of, or offer to dispose of, any material asset of ASGL or any subsidiary of ASGL;
- (ii) terminate or vary any material agreement with ASGL or any subsidiary of ASGL;  
or
- (iii) accelerate or adversely modify the performance of any obligations of ASGL or any subsidiary of ASGL in a material respect under any material agreements, contracts or other legal arrangements.

## **6.2 Defeating Conditions for the benefit of AMA**

- (a) The Defeating Conditions in Section 6.1 of this Bidder’s Statement are conditions subsequent. The non-fulfilment of any such conditions subsequent does not:
- (i) until the end of the Offer Period; or
  - (ii) in the case of the condition in Section 6.1(c) of this Bidder’s Statement (No Prescribed Occurrences), until the third Business Day after the end of the Offer Period,

prevent a contract to sell your ASGL Shares from arising, but entitles AMA by written notice to you, to rescind the contract resulting from your acceptance of this Offer.

- (b) Subject to the Corporations Act, AMA alone is entitled to the benefit of the Defeating Conditions in Section 6.1 of this Bidder's Statement, or to rely on any non-fulfilment of any of them.
- (c) Each Defeating Condition in Section 6.1 of this Bidder's Statement is a separate, several and distinct condition. No condition will be taken to limit the meaning or effect of any other condition.

### **6.3 Effect of Defeating Conditions**

- (a) The non-fulfilment of any of the Defeating Conditions will entitle AMA to rescind the Offer by notice to you. However, AMA may, subject to the Corporations Act, determine to proceed with the Offer at its discretion.
- (b) The non-fulfilment of any of the Defeating Conditions at the end of the Offer Period will have the consequences set out in Section 6.6 of this Bidder's Statement.

### **6.4 Declaration of that Offer is free from Defeating Conditions**

AMA may free this Offer from the Defeating Conditions in Section 6.1 of this Bidder's Statement, either generally or by reference to a particular fact, matter, event, occurrence or circumstance (or class thereof), by giving a notice to ASGL and to ASX declaring this Offer to be 'free' from the specified Defeating Conditions, in accordance with Section 650F of the Corporations Act. This notice may be given:

- (a) in the case of the Defeating Condition in Section 6.1(c) of this Bidder's Statement (No Prescribed Occurrence), not later than three Business Days after the end of the Offer Period; and

- (b) in the case of all other Defeating Conditions in Section 6.1 of this Bidder's Statement, not less than seven Days before the end of the Offer Period.

If, at the end of the Offer Period (or in the case of the Defeating Condition in Section 6.1(c) of this Bidder's Statement) (No Prescribed Occurrences) at the end of the third Business Day after the end of the Offer Period, the Defeating Conditions in Section 6.1 of this Bidder's Statement have not been fulfilled and AMA has not declared the Offer free from those Defeating Conditions, all contracts resulting from the acceptance of the Offer will automatically be void.

## **6.5 Notice of status of Defeating Condition**

The date for giving the notice on the status of the Defeating Conditions required by Section 630(1) of the Corporations Act is [ ] 2017 (subject to extension in accordance with Section 630(2) of the Corporations Act if the Offer Period is extended).

## **6.6 Withdrawal of this Offer**

- (a) This Offer may be withdrawn with the consent in writing of ASIC, which consent may be subject to conditions. If ASIC gives such consent, AMA will give notice of the withdrawal to ASX and to ASGL and will comply with any other conditions imposed by ASIC.
- (b) If, at the time this Offer is withdrawn, this Offer has been freed from all the Defeating Conditions in Section 6.1 of this Bidder's Statement, all contracts arising from acceptance of the Offer before it was withdrawn will remain enforceable.
- (c) If, at the time this Offer is withdrawn, the Offer remains subject to one or more of the Defeating Conditions in Section 6.1 of this Bidder's Statement, all contracts arising from its acceptance will become void (whether or not the events referred to in the relevant Defeating Conditions have occurred).

(d) A withdrawal pursuant to this Section 6.6 will be deemed take effect:

- (i) if the withdrawal is not subject to conditions imposed by ASIC, after the date that consent in writing is given by ASIC; or
- (ii) if the withdrawal is subject to conditions imposed by ASIC, after the date those conditions are satisfied.

## **6.7 Variation of this Offer**

AMA may vary this Offer in accordance with Section 650A of the Corporations Act.

## **6.8 Governing Laws**

This Offer and any contract that results from your acceptance of it are to be governed by the laws enforced in Victoria, Australia.

# **7. Profile of Automotive Solutions Group Limited**

## **7.1 Disclaimer**

This overview of ASGL and all information concerning ASGL contained in this Bidder's Statement has been prepared by AMA using publicly available information, adjusted where considered appropriate by AMA based on its industry knowledge and expertise.

The information in this Bidder's Statement concerning ASGL has not been independently verified. Subject to the Corporations Act, AMA does not make any representation or warranty, express or imply, as to the accuracy or completeness of this information.

The primary sources of information about ASGL used by AMA were as follows:

- (a) publicly released information in relation to ASGL; and
- (b) AMA's knowledge and industry experience.

Further information about ASGL will be contained in ASGL's Target's Statement in relation to the Offer, which will be sent to you directly by ASGL.

## **7.2 Overview of ASGL**

ASGL is a public company incorporated on 5 August 2016 and listed on the ASX since 21 December 2016.

The principal activity of the Group is the design, manufacture, supply and fitment of automotive aftermarket parts, accessories and performance technology, with an emphasis on four-wheel drive and SUV markets. It supplies components, accessories, vehicle fitment and modification services to the private four-wheel drive and fleet vehicle markets through retail and wholesale distribution networks. It operates through eight businesses with activities located in Queensland, New South Wales, Victoria and Western Australia.

## **7.3 Directors of ASGL**

At the date of this Bidder's Statement, based on ASGL's public disclosures, the directors of ASGL are:

<b>Name</b>	<b>Position</b>
Dr Ken Carr	Non-Executive Chairman
Mr Charles Chapman	Non-Executive Director
Mr Mithila Ranawake	Non-Executive Director

## 7.4 Major Shareholders

Based on documents lodged with ASX up until the last Trading Day prior to the date of this Bidder's Statement, the following persons and entities were substantial holders of ASGL:

Shareholder	Number of ASGL Shares	Interests (%)
AMA Group Limited	15,755,471	31.29
Microequities Asset Management Pty Ltd	7,159,429	14.22

## 7.5 Total securities on issue

According to documents lodged with ASX, ASGL has 50,345,622 Shares quoted on ASX of which 5,261,686 are subject to escrow (trading restrictions).

## 7.6 Historical Information

ASGL's last published financial statements are for the full year ended 30 June 2017, as lodged with ASX on 2 October 2017.

The Bidder is not aware of any changes to ASGL's financial position since the release of these results other than announcements made by ASGL up to the day before the date of this Bidder's Statement. In particular, the Bidder notes ASX announcements by ASGL on:

- 10 October 2017 - Receipt of Shareholder Meeting Requisition
- 10 October 2017 - Notice of General Meeting/Proxy Form
- 12 October 2017 - Amended Notice of General Meeting/Proxy Form
- 12 October 2017 - Notice of General Meeting/Proxy Form

- 17 October 2017 - Statement to Shareholders by Vendors
- 27 October 2017 – Director Appointment/Resignation
- 1 November 2017 – Appendix 4C Quarterly Report
- 1 November 2017 – Report of Court Application
- 1 November 2017 – AMA: Off Market Takeover Bid for 4WD, Automotive Solutions
- 2 November 2017 – Change in Substantial Holding from AMA
- 2 November 2017 – Initial Director’s Interest Notice
- 2 November 2017 – Initial Director’s Interest Notice
- 2 November 2017 – Resolution of Director and Shareholder Issues
- 3 November 2017 – Initial Director’s Interest Notice
- 3 November 2017 – Response to Takeover Bid
- 3 November 2017 – Letter to Shareholders
- 8 November 2017 – IER Engagement

Being a company listed on ASX, ASGL is subject to periodic and continuous disclosure requirements under the Corporations Act and ASX Listing Rules. For more information concerning the financial position and the affairs of ASGL, you should refer to the full range of information that has been disclosed by ASGL pursuant to those obligations.

## 7.7 Statement of Financial Position

	30 June 2017 \$	30 June 2016 \$
<b>ASSETS</b>		

**CURRENT ASSETS**

Cash and cash equivalents	1,863,220	-
Trade and other receivables	2,734,078	-
Inventories	4,168,680	-
Other assets	121,353	2

**TOTAL CURRENT ASSETS**

8,887,331	2
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**NON-CURRENT ASSETS**

Trade and other receivables	603,699	-
Property, plant and equipment	2,211,598	-
Intangible assets	11,298,556	-
Deferred tax assets	1,893,405	-

**TOTAL NON-CURRENT ASSETS**

16,007,258	-
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**TOTAL ASSETS**

24,894,589	2
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**LIABILITIES****CURRENT LIABILITIES**

Trade and other payables	5,845,582	1,149,838
Borrowings	14,897	
Current tax liabilities	103,641	
Provisions	18,805	
Employee benefits	1,159,143	-

**TOTAL CURRENT LIABILITIES**

7,142,068	1,149,838
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**NON-CURRENT LIABILITIES**

Trade and other payables	6,020	
Borrowings	34,451	
Deferred tax liabilities	768	
Provisions	131,195	
Employee benefits	105,069	-

**TOTAL NON-CURRENT LIABILITIES**

277,503	-
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**TOTAL LIABILITIES**

7,419,571	1,149,838
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**NET ASSETS**

17,419,571	(1,149,836)
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**EQUITY**

Issued capital	37,260,368	2
Retained earnings	(19,785,350)	(1,149,838)

**TOTAL EQUITY**

17,475,018	(1,149,836)
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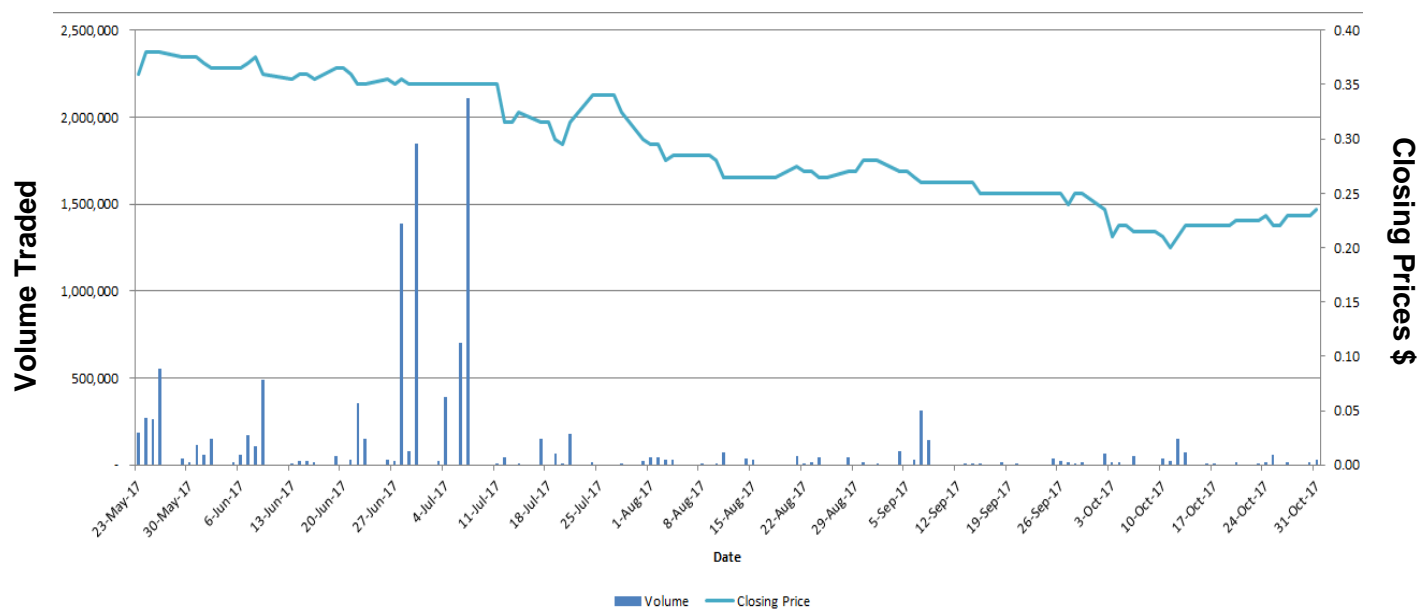
## 7.8 Employee Share plans

Based on documents lodged by ASGL with ASX, the Bidder understands that, whilst ASGL has adopted employee Share plans, as at the date of this Bidder's Statement, there have been no announcements on the ASX platform advising of any issues under those plans.

## 7.9 Recent Share price performance

Since 10 July 2017 (being the first trading day after the close of the previous AMA takeover bid) until 31 October 2017 (being the last Trading Day prior to the date of the Original Bidder's Statement):

- the highest recorded sale price for ASGL Shares on the ASX was \$0.355 per Share on 11 July 2017;
- the lowest recorded sale price for ASGL Shares on the ASX was \$0.20 per Share on 11 October 2017; and



- The Volume Weighted Average Closing price for ASGL Shares on the ASX was \$0.266 per Share.

The data above was prepared by Bell Potter Securities Limited using data feed sourced from the IRESS Software System.

#### **7.10 Offer extends to new Shares**

The Offer extends to ASGL Shares that are issued or otherwise come into existence during the period from the Register Date (see Section 11.7 of this Bidder's Statement) to the end of the Offer Period due to the conversion of, or exercise of rights attached to, other securities convertible into ASGL Shares that are on issue at the Register Date. As at the date of this Bidder's Statement, the Bidder is not aware of any such securities being on issue.

#### **7.11 The Bidder's voting power in ASGL**

The Bidder's voting power in ASGL and the number of ASGL Shares held by AMA (as at the dates specified) is shown below:

	<b>At date of this Bidder's Statement</b>	<b>At date first Offer is sent</b>
Voting power in ASGL	31.29%	31.29%
Number of ASGL Shares	15,755,471	15,755,471

#### **7.12 Publicly available information**

ASGL is a listed disclosing entity for the purposes of the Corporations Act and is subject to regular reporting and disclosure obligations. Specifically, as an ASX listed company, ASGL is subject to the ASX Listing Rules, which require continuous disclosure of any information ASGL has concerning it that a reasonable person would expect to have a material effect on the price or value of its securities. The ASX website lists all of the announcements issued by ASGL. These documents are available in electronic form at [www.asx.com.au](http://www.asx.com.au).

You should consider publicly available information regarding ASGL including information available on its website, announcements made to ASX by ASGL and the Target's Statement that ASGL is required to provide to you under the Corporations Act.

Since the publication of ASGL's annual report for the financial year ending 30 June 2017, ASGL has issued the following announcements with ASX:

<b>Date</b>	<b>Announcement</b>
2/10/2017	Full Year Statutory Accounts
10/10/2017	Receipt of Shareholder Meeting Requisition
10/10/2017	Notice of General Meeting/Proxy Form
12/10/2017	Amended Notice of General Meeting/Proxy Form
12/10/2017	Notice of General Meeting/Proxy Form
17/10/2017	Statement to Shareholders by Vendors
27/10/2017	Directors Appointment/Resignation (Appointment of Ken Carr)
01/11/2017	Appendix 4C Quarterly Report
01/11/2017	Receipt of Court Application
1 November 2017	AMA: Off Market Takeover Bid for 4WD, Automotive Solutions
2 November 2017	Change in Substantial Holding from AMA
2 November 2017	Initial Director's Interest Notice
2 November 2017	Initial Director's Interest Notice
2 November 2017	Resolution of Director and Shareholder Issues
3 November 2017	Initial Director's Interest Notice
3 November 2017	Response to Takeover Bid
3 November 2017	Letter to Shareholders

\* All announcements may be viewed on the ASX at [www.asx.com.au](http://www.asx.com.au)

## 8. The Bidder's intentions

### 8.1 Introduction

This Section sets out the rationale for the Offer and the Bidder's intentions in relation to:

- (a) the continuation of the business of ASGL;
- (b) any redeployment of fixed assets which are significant to the business of ASGL; and
- (c) the future employment of the present employees of ASGL.

These intentions are based on the information available to the Bidder at the time of preparation of this Bidder's Statement.

### 8.2 Strategic Review

The Bidder and its advisers have reviewed information that has been publicly released by ASGL, its current activities and its plans for the future. However, the Bidder does not currently have access to all material information, facts and circumstances which it considers necessary to assess the operational, commercial, taxation and financial implications of its current intentions in order to make final decisions on these key matters.

While the Bidder's general intentions are set out in Section 8 of this Bidder's Statement, where the Bidder controls more than 50% of the voting power in ASGL's Shares, it proposes to conduct a review of the strategy, operations, activities, assets and employees of ASGL in light of the information which then becomes available to it (**Strategic Review**).

The Strategic Review will focus on and have as its objectives:

- (a) integrating management operating systems and platforms, administrative procedures, systems and reporting lines;
- (b) reviewing management, employees and operations;
- (c) identifying potential synergies and cost savings, including rent, professional advisory fees and other synergistic operational cost; and
- (d) identifying any revenue enhancement opportunities that may become available through interaction with other parts of the AMA Group of entities.

Final decision will only be reached in light of all material facts and circumstances. Accordingly, the statements set out in this Section are statements of current intention only which may change as new information becomes available or circumstances change.

### **8.3 Intentions generally**

The purpose of the Strategic Review will be to undertake a review of current operations, systems and processes to ascertain opportunities for cost rationalisation and determine synergies which benefit both the Bidder and ASGL. In the short term (except for the changes and intentions set out in this Section 8 and subject to the outcome of the Strategic Review), the Bidder intends, based on the information presently known to it:

- (a) to continue the ASGL current businesses;
- (b) not to make any major material changes to the current businesses of ASGL;
- (c) not to materially redeploy any of the fixed assets of the businesses of ASGL; and
- (d) not to make any immediate material changes to the employment of ASGL's employees.

The Bidder has already formed a preliminary view that certain cost savings may be achieved by eliminating the duplication of specific tasks which may benefit both entities.

#### **8.4 Intention upon controlling 90% or more of ASGL Shares**

Should the Bidder obtain control of 90% or more of ASGL's Shares, ASGL will become a controlled entity of the Bidder and become entitled to acquire the balance of the ASGL Shares under the Corporations Act, the Bidder will:

- (a) proceed with the compulsory acquisition of the balance of the ASGL Shares;
- (b) seek to remove ASGL from the Official List of the ASX;
- (c) seek to replace all non-executive directors with nominees of the Bidder;
- (d) undertake the Strategic Review; and
- (e) meet with key partners (for example, where consent is required under a material contracts (see Section 11.6 of this Bidder's Statement)).

It is not the Bidder's current intention to substantially change the operating activities of ASGL. Rather, the Bidder would seek to assist ASGL management with their operating activities seeking to grow and expand the size and profitability of its business. As outlined above, the Bidder will however, undertake the Strategic Review of ASGL. The results of which may change these current intentions.

The Bidder considers ASGL's employees to be an integral part of the ASGL's operations. The Bidder will, however, seek to integrate certain functions of ASGL with those of the Bidder to take advantage of cost savings from eliminating duplicated functions. In these circumstances, some positions may become redundant. Where possible, the Bidder will seek to redeploy employees. However, where this is not possible, affected employees will be made redundant in compliance with any applicable legislative or contractual requirements and be paid their full legal entitlements.

## **8.5 Intentions upon controlling more than 50% but less than 90% of ASGL's Shares**

Should the Bidder obtain control of more than 50%, but less than 90% of the ASGL Shares, ASGL will still become a controlled entity of the Bidder. The Bidder's current intentions are to:

- (a) not substantially change the operating activities of ASGL. Rather AMA would assist ASGL management in their operating activities seeking to grow and expand the size and profitability of these businesses. Due to the Board's uncertainty as to the date of this Bidder's Statement, AMA will consider Board appointments at the relevant time with the view of seeking stability
- (b) undertake the Strategic Review, assessing the operations and potentially altering some elements of these activities depending on the findings of this Review;
- (c) maintain ASGL's listing on the ASX, subject to the requirements for listing (including a sufficient spread of investors) continuing to be satisfied. The ASX may, however, decide itself to remove ASGL from the Official List depending upon factors such as the spread of ASGL shareholders at that time, the level of liquidity in ASGL Shares and the listing requirements of the ASX; and
- (d) meet with key partners (for example, where consent is required under a material contracts (see Section 11.6 of this Bidder's Statement)).

The Bidder may, at some time in the future, acquire additional ASGL Shares in a manner consistent with the Corporations Act. The Bidder has not yet decided whether it will acquire further ASGL Shares as this will depend upon the extent to which the Bidder has the capacity to acquire further ASGL Shares and market conditions at that time.

If the Bidder becomes entitled, at some time to exercise general compulsory acquisition rights under the Corporations Act, it may exercise those rights.

## **8.6 Intentions upon controlling 50% or less of ASGL Shares**

It is a condition (minimum acceptance condition) of the Offer that AMA obtain at least 50.1% of the voting Shares in ASGL. Therefore, if AMA achieve less than 50.1% of the ASGL Shares, the Offer will be withdrawn unless AMA waives this condition.

If the Bidder does not obtain control of more than 50% of the voting Shares in ASGL and has waived the minimum acceptance condition, it will consider acquiring additional ASGL Shares under Item 9 in section 611 of the Corporations Act which permits a Bidder and its Associates to acquire up to 3% of ASGL Shares every 6 months (known as the ‘creep’ exception). The Bidder has not yet decided whether it will acquire further ASGL Shares as this will depend upon the extent to which the Bidder has the capacity to acquire further ASGL Shares and market conditions at that time.

## **8.7 Limitations on intentions**

The intentions and statements of future conduct set out in this Section 8 must be read as being subject to:

- (a) the outcome of the Strategic Review;
- (b) the law (including the Corporations Act) and the Listing Rules, including in particular the requirement of the Corporations Act and the Listing Rules in relation to conflicts of interest and “related party” transactions given that, if the Bidder gains control of ASGL but does not acquire all of the ASGL Shares, it will be treated as a related party of ASGL for these purposes; and
- (c) the legal obligation of the ASGL directors at the time, including any nominees of the Bidder, to act in good faith and in the best interests of ASGL and for the proper purposes and to have regard to the interest of all ASGL Shareholders (in which regard the role of independent directors of ASGL will also be important).

## 9. Sources of cash consideration

### 9.1 Maximum amount payable

The consideration for the acquisition of the ASGL Shares under this Offer will be satisfied by the payment of cash (in Australian dollars).

As at the date of this Bidder's Statement, there are 50,345,622 Shares on issue; 15,755,471 of which are already held by the Bidder.

Accordingly, the total maximum amount of cash which may be required by the Bidder to settle acceptances under the Offer is \$12,106,553 (**Total Offer Consideration**).

### 9.2 Source of funding

The Bidder already has in place undrawn debt funding arrangements in excess of the Total Offer Consideration.

On 24 August 2016, AMA entered into a new Facility Agreement with National Australia Bank Limited. The key terms of this agreement are:

- a \$40 million debt facility, with a tenure of 36 months, to assist in funding acquisitions and general corporate needs;
- a \$6.5 million lease facility to assist with the purchase of capital equipment;
- a \$3.0 million bank guarantee facility to assist with securing property rental leases; and
- a \$0.4 million letter of credit facility.

The Facility is secured by a fixed and floating charge over all of the assets of AMA and its wholly owned subsidiaries and is subject to standard covenants. As at the date of this Bidder's

Statement, AMA has drawn \$16 million of the \$40 million debt facility and is in compliance with covenants governing this facility.

The Offer will not be sourced from the Bidder's own cash resources.

The Offer is not subject to any financing conditions.

### **9.3 Provisions of consideration**

Having regard to the matters set out in this Section 9, the Bidder is of the opinion that it has a reasonable basis for forming the view, and it holds the view, that it will be able to satisfy its payment obligations under the Offer.

## **10. Taxation considerations**

### **10.1 Australian tax implications for ASGL Shareholders**

The following is a general description of the Australian income tax, Capital Gains Tax (**CGT**) and Goods and Services Tax (**GST**) consequences for ASGL Shareholders on disposing of their ASGL Shares, in return for cash.

The general information contained herein is based upon taxation law and practice in effect at the date of this Bidder's Statement. It is not intended to be an authoritative or comprehensive analysis of the taxation laws of Australia, nor should it be construed as taxation advice. The summary does not consider any specific facts or circumstances that may apply to particular shareholders. Further, it does not deal with the taxation consequences of disposing of Shares issued under an employee Share scheme, which may be subject to specific tax provisions.

We recommend you seek independent professional advice regarding the Australian tax consequences of disposing of your ASGL Shares according to your own particular circumstances.

The Australian tax consequences of disposing of your ASGL Shares will depend on a number of factors including:

- whether you are an Australian resident or non-resident for tax purposes;
- whether you hold your ASGL Shares on capital or revenue account or as trading stock;
- when you acquired your ASGL Shares for tax purposes; and
- whether you are an individual, a company or a trustee of a complying superannuation entity.

## **10.2 Shareholders who are Australian residents for tax purposes**

### **Disposal of Shares held as trading stock**

If you hold your ASGL Shares as trading stock (e.g. you are carrying on a business as a Share trader) you will be required to include the amount of the cash consideration for the disposal of your ASGL Shares in your assessable income. Under the trading stock rules, a deduction would be expected to be claimable for the tax cost base of those Shares.

### **Disposal of Shares held on revenue account**

If you hold your ASGL Shares on revenue account (e.g. you acquired your ASGL Shares for the main purpose of reselling them at a profit, but are not carrying on a business as a Share trader) then you will be required to treat any gain or loss arising on the disposal of your ASGL Shares as either assessable income or, subject to meeting certain integrity provisions, an allowable deduction.

The calculation of the gain or loss will broadly be the difference between the:

- the cash consideration received; and
- the cost of acquiring your ASGL Shares.

### **Disposal of Shares held on capital account**

If you hold your ASGL Shares on capital account, the disposal of ASGL Shares will generally have an Australian CGT consequence. The disposal of your ASGL Shares whether under the acceptance of the Offer or the compulsory acquisition of your ASGL Shares will constitute a CGT event for CGT purposes.

The CGT event will occur at the time that you accept the Offer, or at the time that your ASGL Shares are compulsorily acquired.

The CGT implications of a disposal of your ASGL Shares will depend upon a number of factors, including:

- the date your ASGL Shares were acquired for CGT purposes;
- your taxpayer status (e.g. individual, trust, self managed superannuation fund or company); and
- the length of time you have held your ASGL Shares.

### **Shares acquired before 11.45am on 21 September 1999**

A capital gain or loss will arise depending on the difference between:

- the cash proceeds received; and
- the cost base of the ASGL Shares (which would generally include the amount paid to acquire the Shares plus any incidental costs of acquisition, e.g. brokerage fees).

If your ASGL Shares were acquired before 11.45am by legal time in the Australian Capital Territory (ACT time) on 21 September 1999 then for the purpose of calculating a capital gain (but not a capital loss), you may choose that the cost base of those Shares be indexed (the “indexation method”).

Alternatively, provided you have held your ASGL Shares for at least 12 months, and you do not choose to apply the indexation method, the discount capital gain provisions may apply (the “discount method”). This means that:

- if you are an individual or trust, half of the capital gain (after offsetting any applicable capital losses) would be included in your assessable income; or
- if you are a complying superannuation fund, two-thirds of the capital gain after offsetting any applicable capital losses would be included in your assessable income<sup>1</sup>.

The CGT provisions may also apply to beneficiaries that receive a trust distribution from a trust that makes a capital gain on the disposal of the ASGL Shares. You should seek advice from your professional tax adviser in this regard.

The discount method will not apply to a company making a capital gain. Accordingly, Shareholders that are companies will not be able to apply the CGT discount to reduce a capital gain that arises on the disposal of their ASGL Shares.

If you make a capital loss on the disposal of your ASGL Shares, the capital loss may only be used to reduce other capital gains that arise in the same or subsequent income years.

Shareholders applying the discount method must apply any current or prior year capital losses to reduce the gross capital gain before applying the relevant discount. Alternatively, if you choose the indexation method, capital losses are applied after calculating the capital gain using the indexed cost base.

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<sup>1</sup> If the asset that gives rise to the capital gain was held to provide for a super income stream benefits to members (of the complying superannuation fund) the capital gain may be exempt from tax.

### **Shares acquired after 11.45 am on 21 September 1999**

If you acquired your ASGL Shares after 11.45 am (ACT time) on 21 September 1999 then you will not be entitled to choose the indexation method when calculating a capital gain or loss on the disposal of your ASGL Shares.

If you are an individual, trust or complying superannuation fund, and have held your ASGL Shares for at least 12 months at the time the Offer is accepted (or at the time the ASGL Shares are compulsorily acquired where no acceptance is given) then the discount method will automatically apply in calculating any capital gain on disposal.

Any available capital loss must be applied to reduce the realised gross capital gain before applying the relevant CGT discount.

If your ASGL Shares have been held for less than 12 months, or you are a company, the discount method is not available to you. In these circumstances, the gross capital gain on the Shares, being any excess of the value of the capital proceeds over the cost base of the Shares, will be assessable in full.

## **10.3 Shareholders who are not Australian residents for tax purposes**

### **Disposal of Shares held as trading stock or on revenue account**

If you are not an Australian tax resident and your ASGL Shares are held as trading stock or otherwise on revenue account you should seek your own professional advice.

### **Disposal of Shares held on capital account**

Generally speaking if you are not an Australian tax resident and you hold your ASGL Shares on capital account, you are not expected to be subject to Australian CGT on the disposal of your ASGL Shares. However, you should seek your own professional advice.

#### **10.4 Taxation of Financial Arrangements (TOFA)**

The TOFA provisions apply to assess gains and losses arising from certain “financial arrangements” on revenue account. In particular, the TOFA provisions will determine the timing of the assessability / deductibility of affected gains or losses.

Generally speaking the TOFA provisions should not apply to a gain or loss arising on the disposal of an ASGL Share unless either a “fair value method” election or a “reliance on financial reports” election has been made by the shareholder. The TOFA rules will only have application to certain taxpayers.

Given the complexity of the TOFA provisions ASGL Shareholders should obtain their own advice in relation to the applicability of the TOFA provisions in light of their own individual facts and circumstances.

#### **10.5 Goods and Services Tax (GST)**

GST should not be payable on the disposal of your ASGL Shares under the arrangement.

## **11. Other material information**

#### **11.1 Relevant Interest and voting power of the Bidder’s directors**

As at the date of this Bidder’s Statement, none of the directors of the Bidder have a relevant interest in any ASGL Shares.

As at the date of this Bidder’s Statement and immediately before the Offer was first sent, each Director of the Bidder had 0% voting power in ASGL.

#### **11.2 No agreements with ASGL Directors**

There is no agreement between the Bidder or its associates and ASGL Director or another officer of ASGL in connection with or conditional on the outcome of the Offer other than as disclosed in this Bidder’s Statement.

### **11.3 No escalation agreements**

Neither the Bidder nor any of their associates has entered into any escalation agreement that is prohibited by section 622 of the Corporations Act.

### **11.4 No collateral benefits**

During the period beginning 4 months before each of the date of this Bidder's Statement and the Offer Date, neither the Bidder nor any associate of the Bidder, gave, or offered to give or agreed to give a benefit to another person that is not available under the Offer and was likely to induce the other person, or an associate of the other person, to accept an Offer.

### **11.5 Acquisitions of ASGL Shares by AMA in the last 4 months**

In the 4 months prior to the date of the announcement of this Offer (1 November 2017) AMA acquired 5,055,036 ASGL Shares all at a price of \$0.35 per Share pursuant to AMA's on-market takeover offer for ASGL Shares announced on 23 May 2017. No other ASGL Shares have been acquired by the Bidder since the close of the previous on-market takeover undertaken by the Bidder.

### **11.6 Material Contracts**

The Bidder is aware that the prospectus issued by ASGL dated 7 December 2016 (**Prospectus**) states "*certain agreements with manufacturers or distributors contain change of control provisions. If a change of control occurs (for example, by way of a takeover offer or other acquisition) those provision require the consent of the relevant manufacturer or distributor. If consent is not obtained as required, the manufacturer or distributor may terminate the relevant agreement*".

As part of the Strategic Review, the Bidder would seek to obtain the consent of those Manufacturers and Distributors. In the event that this approval is not obtained, the Bidder

believes it will not have a material impact on ASGL's businesses as alternative suppliers would be sought.

There may be other agreements (such as leases) which may also have change of control provisions but which ASGL deemed immaterial for the purposes of the Prospectus.

#### **11.7 Register Date**

For the purposes of Section 633(2) of the Corporations Act, the date for determining the persons to whom information is to be sent pursuant to items 6 and 12 in the table in Section 633(1) of the Corporations Act is 2 November 2017 (**Register Date**).

#### **11.8 Regulatory approvals**

There are no regulatory approvals that the Bidder must obtain in order to make and complete the Offer.

#### **11.9 ASIC modification and exemptions**

The Bidder has not obtained from ASIC any modifications of, or exemptions from, the Corporations Act in relation to the Offer. However, ASIC has published various instruments providing for modifications and exemptions that apply generally to all persons, including the Bidder, in relation to the operation of Chapters 6 and 6A of the Corporations Act.

The Bidder has relied on the modifications to Section 617(2), Section 620, Section 633 and Section 636(1)(j) of the Corporations Act set out in paragraphs 4(a), 4(d), 5(a) and 5(c) of ASIC Class Order 13/521.

The Bidder has also relied on the modification to Section 636(3) of the Corporations Act set out in paragraph 5(d) of ASIC Class Order 13/521 to include references to certain statements by ASGL and the ASGL Directors in this Bidder's Statement without obtaining the consent of those persons. The relevant statements were taken from certain ASGL ASX announcements.

As required by ASIC Class Order 13/521, the Bidder will make available a copy of this Bidder's Statement (or relevant extracts from these documents), free of charge, to ASGL Shareholders who request them during the Offer Period. To obtain a copy please contact Mr Andy Sibley of AMA Group Limited on 07 3897 5780 (from within Australia) or +61 7 3897 5780 (from outside Australia).

The Bidder has also relied on the modifications to Section 636(3) of the Corporations Act set out in paragraph 5 of ASIC Corporations (Consent to Statements) Instrument 2016/72 to include references to trading data of ASGL Shares at the ASX. In accordance with the requirements of paragraph 5, the trading data was prepared by Bell Potter Securities Limited using data feed sourced from Bloomberg and IRESS who have not consented to the inclusion of the trading data in this Bidder's Statement. The table in Section 7.9 of this Bidder's Statement was prepared by AMA based on trading data provided by Bell Potter Securities Limited.

#### **11.10 Consents**

**Foster Nicholson Lawyers Pty Ltd** has given and before lodgement of this Bidder's Statement has not withdrawn its written consent to be named as the legal advisor to the Offer in the form and context in which it is so named.

**Bell Potter Securities Limited** is providing corporate advisory services to the Bidder and Bell Potter Securities Limited has not authorised, advised on or caused the issue of the Bidder's Statement. Bell Potter Securities Limited does not make, or purport to make, any statement or representation in the Bidder's Statement or any statement or representation on which a statement in the Bidder's Statement is based, other than as described above with respect to its name and role, and expressly disclaims and takes no responsibility for statements or representation made in or omissions from any part of the Bidder's Statement.

**Computershare Investor Services Pty Limited** will provide share registry services for the Offer and has not authorised, advised on or caused the issue of the Bidder's Statement. Computershare Investor Services Pty Limited does not make, or purport to make, any statement or representation in the Bidder's Statement or any statement or representation on which a statement in the Bidder's Statement is based, other than as described above with respect to its name and role, and expressly disclaims and takes no responsibility for statements or representation made in or omissions from any part of the Bidder's Statement.

Each of Foster Nicholson Lawyers Pty Ltd, Bell Potter Securities Limited and Computershare Investor Services Pty Limited:

- (a) has not authorised or caused the issue of the Bidder's Statement;
- (b) does not make, or purport to make, any statement in this Bidder's Statement other than as specified in this Section; and
- (c) to the maximum extent permitted by law, expressly disclaims all liability in respect of, makes no representation regarding and takes no responsibility for, any part of this Bidder's Statement with the consent of that party as specified in this Section.

#### **11.11 No other material information**

Except as disclosed in this Bidder's Statement, there is no other information that:

- (a) is material to the making of a decision by an ASGL Shareholder whether or not to accept the Offer; and
- (b) is known to the Bidder,

which has not been previously disclosed to ASGL Shareholders.

A Director of the Bidder is a contractor with Bell Potter Securities Limited. Whilst this does not result in a related party transaction, the Bidder has been requested by Bell Potter Securities Limited to make disclosure of this relationship.

#### **11.12 Variation of Offer**

The Bidder reserves the right to vary this Offer in accordance with Section 650A of the Corporations Act.

#### **11.13 Costs of Offer**

The Bidder will meet the costs relating to the preparation and circulation of this Bidder's Statement and Offer together with all transfer duty (if any) on the transfer of the ASGL Shares to the Bidder.

## **12. The terms of the Offer**

Should you accept the Offer (in accordance with Section 1), the following terms apply to the sale of your ASGL Shares to AMA.

#### **12.1 The Offer Price**

The Offer Price per each ASGL Share is \$0.35.

#### **12.2 Sale of your ASGL Shares and Warranties**

You will be taken to have accepted the Offer for all of your ASGL Shares held by you on the date your acceptance is processed.

You warrant that:

- (a) your ASGL Shares are fully paid and Encumbrance free;
- (b) AMA will acquire good title including beneficial ownership; and
- (c) you have the full power and capacity to sell and transfer your ASGL Shares.

### **12.3 Rights attaching to Shares**

If AMA acquires your ASGL Shares, AMA is also entitled to any Rights, but not franking credits attached to dividends, attaching to those ASGL Shares.

### **12.4 Your obligation when the Offer becomes unconditional**

Where this Offer becomes unconditional, you:

- (a) agree not to attend or vote in person at any general meeting of ASGL or to exercise, or to purport to exercise any rights you have attaching to your ASGL Shares (notwithstanding that the Offer Price has not yet been paid);
- (b) authorise AMA to transmit a message to ASX Settlement in accordance with rule 14.17.1 of the ASX Settlement Operating Rules so as to enter your ASGL Shares which are in a CHESS Holding into AMA's Account;

### **12.5 Recording of Acceptance**

If you accept the Offer and the Defeating Conditions have been satisfied, you cannot withdraw your acceptance. You are able to withdraw your acceptance of the Offer under the limited circumstances described in Section 12.7 of this Bidder's Statement.

### **12.6 Validity of Acceptances**

- (a) Subject to this Section 12.6, your acceptance of the Offer is not valid unless it is made in accordance with the procedure set out in Section 1.2 of this Bidder's Statement.
- (b) The Bidder may determine, in its sole discretion, all questions as to the form of documents, eligibility to accept the Offer and time of receipt of an acceptance of the Offer. The Bidder is not required to communicate with you prior to making this determination. The determination of the Bidder will be final and binding on all parties.

- (c) Notwithstanding Section 1.2 of this Bidder's Statement, the Bidder may in its sole discretion at any time and without further communication to you, treat any Acceptance Form it receives to be a valid acceptance in respect of your ASGL Shares, even if a requirement for acceptance has not been complied with but the payment of the consideration in accordance with the Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by the Bidder.
- (d) Where you have satisfied the requirements for acceptance in respect of only some of your ASGL Shares, the Bidder may, in its sole discretion, regard the Offer to be accepted in respect of those of your ASGL Shares but not the remainder.
- (e) The Bidder will provide the consideration to you in accordance with Section 12.8 of this Bidder's Statement, in respect of any part an acceptance determined by the Bidder to be valid.

## **12.7 The effect of acceptance**

- (a) Once you have accepted this Offer, you will be unable to revoke your acceptance. The contract resulting from your acceptance will be binding on you and you will be unable to withdraw your ASGL Shares from the Offer or otherwise dispose of your ASGL Shares, except as follows:
  - (i) if, by the relevant time specified in Section 12.7(b), the Defeating Conditions in Section 6.1 of this Bidder's Statement have not been fulfilled or freed, this Offer will automatically terminate and your ASGL Shares will be returned to you; or
  - (ii) if the Offer Period is varied in any way that postpones for more than one month the time when the Bidder has to meet its obligations under the Offer and, at the time, this Offer is subject to one or more of the Defeating Conditions in Section 6.1 of this Bidder's Statement, you may be able to withdraw your acceptance

and your ASGL Shares in accordance with Section 650E of the Corporations Act. A notice will be sent to you at the time explaining your rights in this regard.

- (b) The relevant times for the purposes of Section 12.7(a)(i) of this Bidder's Statement are:
  - (i) in relation to the Defeating Condition in Section 6.1(c) of this Bidder's Statement (No Prescribed Occurrences), not later than three Business Days after the end of the Offer Period; and
  - (ii) in relation to all other Defeating Conditions in Section 6.1 of this Bidder's Statement, the end of the Offer Period.
- (c) By signing and returning the Acceptance Form, or otherwise accepting this Offer pursuant to Section 1.2 of this Bidder's Statement, you are taken to have:
  - (i) subject to all of the Defeating Conditions in Section 6.1 of this Bidder's Statement being fulfilled or freed, accepted this Offer (and any variation of it) in respect of your ASGL Shares and agreed to transfer your ASGL Shares to the Bidder (even if the number of ASGL Shares specified on the Acceptance Form differs from the number of your ASGL Shares);
  - (ii) warranted to the Bidder, as a fundamental condition of the contract resulting from your acceptance, that at the time of acceptance, and the time of transfer of your ASGL Shares (including any Rights) to the Bidder is registered, that all your ASGL Shares are and will be free from all Encumbrances and free from restrictions on transfer of any nature (whether legal or otherwise), and that you have full power and capacity to accept this Offer and to sell and transfer the legal and beneficial ownership in your ASGL Shares (including any Rights) to the Bidder, and that you have paid to ASGL all amounts which at the time of

acceptance have fallen due for payment to ASGL in respect of your ASGL Shares;

- (iii) irrevocably authorised the Bidder (and any director, secretary or nominee of the Bidder) to alter the Acceptance Form on your behalf by inserting correct details of your ASGL Shares, filling in any blanks remaining on the form and rectifying any errors or omissions as may be considered necessary by the Bidder to make it an effective acceptance of this Offer or to enable registration of your ASGL Shares in the name of the Bidder;
- (iv) if you signed the Acceptance Form in respect of your ASGL Shares which are held in a CHESS Holding, irrevocably authorised the Bidder (or any director, secretary or agent of the Bidder) to instruct your Controlling Participant to initiate acceptance of this Offer in respect of your ASGL Share in accordance with Rule 14.14 of the ASX Settlement Operating Rules;
- (v) if you signed the Acceptance Form in respect of your ASGL Shares which are held in a CHESS Holding, irrevocably authorised the Bidder (or any director, secretary or agent of the Bidder) to give any other instructions in relation to your ASGL Shares to your Controlling Participant, as determined by the Bidder acting in its own interest as a beneficial owner and intended registered holder of those Shares;
- (vi) irrevocably authorised and directed ASGL to pay to the Bidder all Rights in respect of your ASGL Shares, subject if this Offer is rescinded or rendered void, to the Bidder accounting to you for any such Rights received by the Bidder;
- (vii) irrevocably authorised the Bidder to notify ASGL on your behalf your place of address for the purpose of service notices upon you in respect of your ASGL Shares is the address specified by the Bidder in the notification;

(viii) irrevocably appointed the Bidder (and any director, secretary or nominee of the Bidder) severally with effect from the date on which all of the Defeating Conditions in Section 6.1 of this Bidder's Statement have been fulfilled or freed, as your attorney to exercise all powers and rights that you have as the registered holder of your ASGL Shares, including:

- (A) attending any meeting of ASGL and voting in respect of your ASGL Shares, proposing or seconding any motion and demanding a poll for any vote at any such meeting;
- (B) requisitioning the convening of any general meeting of ASGL and convening a general meeting pursuant to any such requisition;
- (C) signing any form, notice, instrument or other document (including any proxy appointment) relating to your ASGL Shares; and
- (D) requesting the ASGL register, in the name of the Bidder or its nominee, your ASGL Shares, as appropriate, with full power of substitution.

Such appoint terminates on the earlier of the withdrawal of your acceptance of this Offer under Section 650E of the Corporations Act and the end of the Offer Period or, if all the Defeating Conditions in Section 6.1 of this Bidder's Statement have been fulfilled or waived, the registration of the Bidder as the holder of your ASGL Shares;

(ix) agreed that, in exercising the powers and rights conferred by the power of attorney in Section 12.7(c)(viii), each attorney may act in the interest of the Bidder as the intended registered holder and beneficial owner of your ASGL Shares;

- (x) with the effect from the date on which all the Defeating Conditions in Section 6.1 of this Bidder's Statement have been fulfilled or freed, agreed not to attend or vote in person, by proxy or by body corporate representative at any general meeting of ASGL or to exercise or purport to exercise any of the powers and rights conferred on the Bidder (and its directors, secretaries and nominees) in Section 12.7(c)(viii) of this Bidder's Statement;
  - (xi) agreed to do all such acts, matters and things that the Bidder may require to give effect to the matters the subject of this Section 12.7(c) (including the execution of a written form of proxy to the same effect as this Section 12.7(c) which complies in all respects with the requirements of the Constitution of the ASGL) if requested by the Bidder;
  - (xii) agreed to indemnify and keep indemnified the Bidder in respect of any claim or action against it or any loss, damage or liability whatsoever incurred by it as a result of you not providing your Holder Identification Number or Security Holder Reference Number or in consequence of the transfer of your Acceptance Shares to the Bidder being registered by ASGL without production of your Holder Identification Number or your Security Holder Reference Number for your ASGL Shares; and
  - (xiii) agreed subject to the Defeating Conditions of this Offer in Section 6.1 of this Bidder's Statement being fulfilled or freed, to execute all such documents, transfers and assurances, and do all such acts, matters and things that the Bidder may consider necessary or desirable to convey your ASGL Shares registered in your name and Rights to the Bidder.
- (d) The undertakings and authorities referred to in Section 12.7(c) of this Bidder's Statement remaining in force after you receive the consideration for your ASGL Shares and after the Bidder becomes registered as the holder of your ASGL Shares.

## 12.8 Payment of Consideration

If you accept this Offer, the Bidder will give you the Offer Price for your ASGL Shares as follows:

- (a) Subject to this Section 12.8 and the Corporations Act, the Bidder is to provide the consideration due to you for your ASGL Shares on or before the earlier of:
  - (i) one month after the day that your Acceptance Form is received by the Bidder, or if this Offer is subject to a Defeating Condition when you accept this Offer, within one month after this Offer becomes unconditional; and
  - (ii) 21 days after the end of the Offer Period.
- (b) Where the Acceptance Form requires an additional document (or documents) to be delivered with your Acceptance Form (such as a power of attorney):
  - (i) if that document is given with your Acceptance Form, the Bidder will provide the consideration in accordance with Section 12.8(a) of this Bidder's Statement;
  - (ii) if that document is given to the Bidder after the Bidder receives your Acceptance Form and before the end of the Offer Period, the Bidder will provide the consideration:
    - (A) if the Offer is subject to a Defeating Condition when the Bidder receives that document – by the earlier of one month after this Offer becomes unconditional or 21 days after the end of the Offer Period; and
    - (B) if the Offer is unconditional – by the earlier of one month after the Bidder is given the document or 21 days after the end of the Offer Period;
  - (iii) if that document is given to the Bidder after receipt of your Acceptance Form and after the end of the Offer Period, and the Offer is not subject to a Defeating

Condition, the Bidder will provide the consideration due to you within 21 days after that document is delivered to the Bidder. However, if at the time the document is given, the Offer is still subject to a Defeating Condition that relates only to the happening of an event or a circumstance referred to in Section 652C(1) or (2) of the Corporations Act, the Bidder will provide the consideration due to you within 21 days after the Offer becomes unconditional.

- (c) The consideration payable by the Bidder to you under this Offer is to be paid to you by cheque in Australian currency. Cheques will be posted to you at your risk by ordinary mail (or in the case of overseas shareholders, by airmail) at the registered address shown on the Bidder's copy of ASGL's shareholder register.
- (d) If at the time you accept the Offer any of the following:
  - (i) Banking (Foreign Exchange) Regulations 1959 (Cth);
  - (ii) Charter of the United Nations (Dealing with Assets) Regulations 2008 (Cth); or
  - (iii) any other law of Australia,

require that an authority, clearance or approval of the Reserve Bank of Australia, the Australian Taxation Office or any other government authority be obtained before you receive any consideration for your ASGL Shares, or would make it unlawful for the Bidder to provide any consideration to you for your ASGL Shares, you will not be entitled to receive any consideration for your ASGL Shares until all requisite authorities, clearances or approvals have been received by the Bidder.

## **12.9 Trustee Warranties**

If you are the legal owner but not the beneficial owner of your ASGL Shares, you represent and warrant to the Bidder that:

- (a) the beneficial holder has not sent a separate acceptance of the Offer in respect of your ASGL Shares;
- (b) the number of ASGL Shares you have specified as being the entire holding of ASGL Shares you hold on behalf of particular beneficial holder is in fact the entire holding; and
- (c) that you are irrevocably and unconditionally entitled to transfer the ASGL Shares and Rights, and to assign all of the beneficial interest therein, to the Bidder.

## 13. Definitions

- (a) **Acceptance Form** means the acceptance form attached to this Bidder's Statement;
- (b) **AMA** means AMA Group Limited (ACN 113 883 560);
- (c) **Announcement Date** is defined in Section 1.1 of this Bidder's Statement;
- (d) **ASGL** means Automotive Solutions Group Limited (ACN 613 474 089);
- (e) **ASGL Shares** means fully paid ordinary Shares of ASGL;
- (f) **ASIC** means the Australian Securities and Investments Commission;
- (g) **Associate** is defined in Chapter 1, Division 2 of the Corporations Act;
- (h) **ASX Listing Rules** means the listing rules of the ASX;
- (i) **ASX** means ASX Limited (ABN 98 008 624 691);
- (j) **Bidder** means AMA;
- (k) **Bidder's Statement** means this document and its content;

- (l) **Business Day** means a day which is not a Saturday, Sunday or public holiday in Melbourne, Victoria;
- (m) **Corporations Act** means the Corporations Act 2001 (Cth);
- (n) **Defeating Conditions** is defined in Section 6.1 of this Bidder's Statement;
- (o) **Encumbrance** means any security interest, mortgage, charge, lien, pledge, hypothecation;
- (p) **Offer** means the offer to acquire your ASGL Shares and Rights, off-market and in accordance with the terms of this Bidder's Statement;
- (q) **Offer Closing Date** is defined in Section 1.1 of this Bidder's Statement;
- (r) **Offer Period** means the period during which the Offer remains open, being the period between the date of this Bidder's Statement and the Offer Closing Date mentioned in Section 1.1 of this Bidder's Statement;
- (s) **Offer Price** is defined in Section 2.1 of this Bidder's Statement;
- (t) **Official List** means the official list of the ASX;
- (u) **Original Bidder's Statement** has the meaning defined in the Important Information section on page 1 of this Bidder's Statement;
- (v) **Prescribed Events** is defined in Section 6.1 (c) of this Bidder's Statement;
- (w) **Register Date** is defined in Section 11.7 of this Bidder's Statement;
- (x) **Rights** means all accreditations, rights or benefits of whatever kind attaching or arising from your ASGL Shares directly or indirectly at or after the Announcement Date (including, but not limited to, all dividends (but excluding franking credits attached to any dividend) and all rights to receive them or rights to receive or

subscribe for Shares, notes, bonds, options or other securities declared, paid or issued by ASGL or any of its subsidiaries);

(y) **Shares** means fully paid ordinary Shares in the capital of ASGL;

(z) **Strategic Review** is defined in Section 8.2 of this Bidder's Statement;

(aa) **Target** means ASGL;

(bb) **Target's Statement** means the document that ASGL is required to send to its Shareholders in response to this Bidder's Statement; and

(cc) **Trading Day** means a trading day on the ASX.

## 14. Approval of Bidder's Statement

This Bidder's Statement has been approved by a resolution unanimously passed by the Directors of AMA Group Limited dated 10 November 2017.

## 15. Directory

### **Legal Advisor to AMA Group Limited**

Foster Nicholson Lawyers Pty Ltd

### **Corporate Advisor to the Offer**

Bell Potter Securities Limited

### **Share Registry for the Offer**

Computershare Investor Services Pty Limited

## **Annexure A – ASX Announcement**

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1 November 2017

The Manager  
Company Announcement  
ASX Limited  
Exchange Centre  
20 Bridge Street  
Sydney NSW 2000

Dear Sirs,

**Off-Market Takeover Bid by AMA Group Limited for Automotive Solutions Group Limited**

AMA Group Limited (**AMA**) announces its off-market takeover offer for all the ordinary shares in Automotive Solutions Group Limited (**ASGL**).

In accordance with Item 5 of Section 633(1) of the Corporations Act 2001 (Cth) (**Act**), we **enclose** for lodgement a copy of AMA's Bidder's Statement dated 1 November 2017.

A copy of the Bidder's Statement was lodged with the Australian Securities and Investments Commission and served on ASGL today pursuant to Items 2 and 3 of Section 633(1) of the Act.

As required by Section 633(4) of the Act, AMA also gives notice that it has set 7.00pm (AEDT) on 2 November 2017 as the register date (being the date for determining holders of ASGL securities for the purposes of Section 633(2) of the Act).

Yours faithfully



Terri Bakos  
**Company Secretary**  
**AMA Group Limited**