

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme Wagners Holding Company Limited

ACN/ARSN 622 632 848

1. Details of substantial holder (1)

Name Wagners Holding Company Limited

ACN/ARSN (if applicable) 622 632 848

The holder became a substantial holder on 08/12/2017

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary	88,756,575	88,756,575	55%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Wagners Holding Company Limited	Wagners Holding Company Limited has a relevant interest in its own securities as a result of the voluntary restriction agreements entered into which gives it the power to control the exercise of a power to dispose of those securities for the purpose of section 608(1). The voluntary restriction deeds are attached as an annexure.	88,756,575 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
See annexure A	See annexure A	See annexure A	88,756,575 ordinary shares

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Wagners Holding Company Limited	19 November 2017	Nil		88,756,575 ordinary shares

6. Associates

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

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

7. Addresses

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

Name	Address
Wagners Holding Company Limited	1511 Toowoomba Cecil Plains Road, Wellcamp, Queensland 4350

Signature

print name Karen Brown

capacity Company secretary

sign here



date 12/12/2017

DIRECTIONS

- (1) If there are a number of substantial holders with similar or related relevant interests (eg. a corporation and its related corporations, or the manager and trustee of an equity trust), the names could be included in an annexure to the form. If the relevant interests of a group of persons are essentially similar, they may be referred to throughout the form as a specifically named group if the membership of each group, with the names and addresses of members is clearly set out in paragraph 7 of the form.
- (2) See the definition of "associate" in section 9 of the Corporations Act 2001.
- (3) See the definition of "relevant interest" in sections 608 and 671B(7) of the Corporations Act 2001.
- (4) The voting shares of a company constitute one class unless divided into separate classes.
- (5) The total number of votes attached to all the voting shares in the company or voting interests in the scheme (if any) that the person or an associate has a relevant interest in.
- (6) The person's votes divided by the total votes in the body corporate or scheme multiplied by 100.
- (7) Include details of:
 - (a) any relevant agreement or other circumstances by which the relevant interest was acquired. If subsection 671B(4) applies, a copy of any document setting out the terms of any relevant agreement, and a statement by the person giving full and accurate details of any contract, scheme or arrangement, must accompany this form, together with a written statement certifying this contract, scheme or arrangement; and
 - (b) any qualification of the power of a person to exercise, control the exercise of, or influence the exercise of, the voting powers or disposal of the securities to which the relevant interest relates (indicating clearly the particular securities to which the qualification applies).

See the definition of "relevant agreement" in section 9 of the Corporations Act 2001.
- (8) If the substantial holder is unable to determine the identity of the person (eg. if the relevant interest arises because of an option) write "unknown."
- (9) Details of the consideration must include any and all benefits, moneys and other, that any person from whom a relevant interest was acquired has, or may, become entitled to receive in relation to that acquisition. Details must be included even if the benefit is conditional on the happening or not of a contingency. Details must be included of any benefit paid on behalf of the substantial holder or its associate in relation to the acquisitions, even if they are not paid directly to the person from whom the relevant interest was acquired.

GUIDE

This guide does not form part of the prescribed form and is included by ASIC to assist you in completing and lodging form 603.

Signature

This form must be signed by either a director or a secretary of the substantial holder.

Lodging period

Nil

Lodging Fee

Nil

Other forms to be completed

Nil

Additional information

- (a) If additional space is required to complete a question, the information may be included on a separate piece of paper annexed to the form.
- (b) This notice must be given to a listed company, or the responsible entity for a listed managed investment scheme. A copy of this notice must also be given to each relevant securities exchange.
- (c) The person must give a copy of this notice:
 - (i) within 2 business days after they become aware of the information; or
 - (ii) by 9.30 am on the next trading day of the relevant securities exchange after they become aware of the information if:
 - (A) a takeover bid is made for voting shares in the company or voting interests in the scheme; and
 - (B) the person becomes aware of the information during the bid period.

Annexures

To make any annexure conform to the regulations, you must

- 1 use A4 size paper of white or light pastel colour with a margin of at least 10mm on all sides
- 2 show the corporation name and ACN or ARBN
- 3 number the pages consecutively
- 4 print or type in BLOCK letters in dark blue or black ink so that the document is clearly legible when photocopied
- 5 identify the annexure with a mark such as A, B, C, etc
- 6 endorse the annexure with the words:
This is annexure (mark) of (number) pages referred to in form (form number and title)
- 7 sign and date the annexure.

The annexure must be signed by the same person(s) who signed the form.

Annexure A
Details of present registered holders
Wagners Holding Company Limited ACN 622 632 848

This is the Annexure of 1 page referred to in Form 603 (Notice of initial substantial holder).

A handwritten signature in black ink, appearing to be 'KB', is written over a horizontal line.

Karen Brown


Date: 12 December 2017

Details of present registered holders

Holder	Ordinary shares subject to voluntary escrow
Prior to completion of the demerger (as described in section 10.4 of the prospectus)	
Wagners Holding Company Operations Pty Ltd ACN 109 763 742	88,756,575
Following completion of the demerger (as described in section 10.4 of the prospectus)	
John Wagner Investments Pty Ltd ACN 099 936 419	839,306
Denis Wagner Investments Pty Ltd ACN 099 936 393	839,306
Neill Wagner Investments Pty Ltd ACN 099 936 428	839,306
Joe Wagner Investments Pty Ltd ACN 101 863 334	629,479
Henry Wagner Investments Pty Ltd ACN 099 936 400	335,722
Neill Thomas Wagner	21,318,364
Denis Patrick Wagner	21,318,364
John Henry Wagner	21,318,364
Joseph Doyle Wagner	21,318,364

Annexure A
Voluntary restriction deeds
Wagners Holding Company Limited ACN 622 632 848

This is the Annexure of 25 pages referred to in Form 603 (Notice of initial substantial holder).



Karen Brown

Date: 12 December 2017

Voluntary restriction deed

Wagners Holding Company Limited ACN 622 632 848

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Voluntary restriction deed

Dated

Parties

Company **Wagners Holding Company Limited ACN 622 632 848**
of '1 Airport Drive', 1511 Toowoomba Cecil Plains Road, Wellcamp, Qld 4350

Holder **The parties listed in item 1 of the Schedule**
of the addresses listed in item 1 of the Schedule

Background

- A The Company has issued securities to the Holder.
- B The Holder holds the securities as set out in this document.
- C The Holder has agreed to enter into this document voluntarily for the benefit of the Company.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Bidder	has the meaning given to that term in the Corporations Act.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).

Term	Definition
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Offer	has the meaning set out in clause 5.1.
Pre-Bid Acceptance Agreement	has the meaning set out in clause 5.1.
Restricted Period	means the period set out in item 2 of the Schedule.
Securities	means the securities held by the Holder set out in item 3 of the Schedule.
Takeover Bid	has the meaning given to that term in the Corporations Act.
Underwriters	means: <ul style="list-style-type: none"> (a) Credit Suisse (Australia) Limited ABN 94 007 016 300; and (b) Morgans Corporate Limited ABN 32 010 539 607.

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and
- (i) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holder's activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holder must not, except to give effect to the Demerger:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Securities.

2.2 Holding lock

If the Securities are kept on an issuer sponsored subregister, the Holder agrees to the application of a holding lock to the Securities.

3 Takeover Bid

3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if:

- (a) a Takeover Bid is made to acquire all or a proportion (under a proportional takeover bid) of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

3.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holder and the Company agree for holding locks on the Securities to be reapplied.

4 Merger

4.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holder if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

4.2 Return of holding lock

If the merger by scheme of arrangement is not carried out the Holder and the Company agree for holding locks on the Securities to be reapplied.

5 Pre-bid Acceptance Agreements

5.1 Entry into Pre-bid Acceptance Agreements

The Holder may enter into, and perform its obligations under, an agreement with a potential Bidder under which the Holder agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires each Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holder accepts the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

5.2 Limited release

- (a) Subject to clauses 5.2(b) and 5.2(c) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
 - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
 - (ii) do all other things necessary in time to permit the Holder to comply with their obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holder from the restrictions in clause 2 for the sole purpose of accepting the Offer.
- (c) Any waiver of the restrictions in clause 2 by the Company under clause 5.2(a) must first be approved by the Underwriters in writing (that approval not to be unreasonably withheld).

6 Warranties

6.1 Holder's warranties

The Holder warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

6.2 Breach of warranties

A breach of the warranties in clause 6.1 is a breach of this document.

7 Consequences of breaching this document

7.1 Enforcement

If the Company anticipates that a Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

7.2 Consequences of breach

If a Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

8 General

8.1 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

8.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

8.3 Amendments

This document may only be amended by written agreement between all parties.

9 Notice

9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or
 - (iv) sent by email to that person's email address unless the sender receives a computer generated report that the email was not successfully sent, within two hours after the email being sent.

9.2 When is notice given

A notice, consent or communication given under clause 9.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by fax or email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

9.3 Address for notices

A person's address, fax number and email address are those set out below, or as the person notifies the sender:

Name	Company
Attention	Denis Wagner
Address	'1 Airport Drive', 1511 Toowoomba Cecil Plains Road, Wellcamp, Qld 4350
Fax	+61 7 4637 7778
Email address	Denis.Wagner@wagner.com.au

Name	Wagners Holding Company Operations Pty Ltd ACN 109 763 742
Attention	John Wagner
Address	'1 Airport Drive', 1511 Toowoomba Cecil Plains Road, Wellcamp, Qld 4350
Fax	+61 7 4637 7778
Email address	John.Wagner@wagner.com.au

Schedule

Particulars (clause 1)

1	Holder	Wagners Holding Company Operations Pty Ltd ACN 109 763 742 (WHC) '1 Airport Drive', 1511 Toowoomba Cecil Plains Road, Wellcamp, Qld 4350
2	Restricted Period (the period during which the Securities are restricted)	From the date of lodgment of an IPO prospectus by the Company until the earlier of: (a) completion of the Demerger, which must occur no earlier than the business day after commencement of normal trading of the Company's shares on ASX; and (b) if the Demerger does not occur, the earlier of the date that is three Business Days after the release of the Company's full year results for the period ending 30 June 2019 and 24 months after the date of this document. For the purpose of this definition ' Demerger ' means the various transactions to give effect to the transfer of shares in the Company held by WHC to the shareholders in the ultimate parent company of the Company and WHC.
3	Particulars of Securities	88,756,574 fully paid ordinary shares in the issued capital of the Company.

Execution

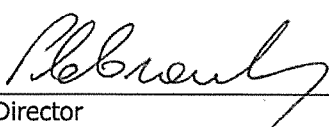
EXECUTED as a deed


Signed sealed and delivered

by

Wagners Holding Company Limited ACN 622 632

848 by:

^ 
Director

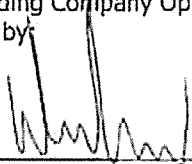
^ 
Director/Secretary

^ PETER CHARLES CROWLEY
Full name of Director

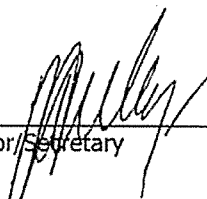
^ ROSS COLLINS NEEDHAM
Full name of Director/Secretary Walker

Signed sealed and delivered
by

Wagners Holding Company Operations Pty Ltd ACN
109 763 742 by:

^ 
Director

^ Denis Patrick Wagner
Full name of Director

^ 
Director/Secretary

^ John Henry Wagner
Full name of Director/Secretary

Voluntary restriction deed

Wagners Holding Company Limited ACN 622 632 848

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9.3 Address for notices

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Schedule ----- Error! Bookmark not defined.

Particulars (clause 1) Error! Bookmark not defined.

Execution ----- **9**

Voluntary restriction deed

Dated

Parties

Company	Wagners Holding Company Limited ACN 622 632 848 of '1 Airport Drive', 1511 Toowoomba Cecil Plains Road, Wellcamp, Qld 4350
Holders	The parties listed in item 1 of the Schedule of the addresses listed in item 1 of the Schedule

Background

- A The Company has issued the Securities to WHCO.
- B The Holders are the ultimate shareholders in the parent company of the Company and WHCO.
- C On completion of the Demerger, WHCO will transfer the Securities to the Holders. The Demerger is expected to occur shortly after commencement of normal trading of the Company's shares on ASX.
- D The Holders have agreed to hold the Securities as set out in this document on and from completion of the Demerger.
- E The Holders have agreed to enter into this document voluntarily for the benefit of the Company.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this document, terms defined in the Listing Rules have the same meanings when used in this document, and:

Term	Definition
ASX	means ASX Limited ACN 008 624 691 or the securities exchange operated by it (as the case requires).
Bidder	has the meaning given to that term in the Corporations Act.
Business Day	means a day that is not a Saturday, Sunday or public holiday in the place where an act is to be performed, notice received or a payment is to be made.
Corporations Act	means <i>Corporations Act 2001</i> (Cth).

Term	Definition
Demerger	The various transactions to give effect to the transfer of the Securities held by WHCO to the Holders (being the shareholders in the ultimate parent company of the Company and WHCO).
Listing Rules	means the Listing Rules of ASX and any other rules of ASX which are applicable while the Company is admitted to the Official List of ASX, each as amended or replaced from time to time, except to the extent of any express written waiver by ASX.
Offer	has the meaning set out in clause 5.1.
Pre-Bid Acceptance Agreement	has the meaning set out in clause 5.1.
Restricted Period	means the period set out in item 2 of the Schedule.
Securities	means the securities to be transferred to and held by the Holders as set out in item 3 of the Schedule.
Takeover Bid	has the meaning given to that term in the Corporations Act.
Underwriters	means: (a) Credit Suisse (Australia) Limited ABN 94 007 016 300; and (b) Morgans Corporate Limited ABN 32 010 539 607.
WHCO	Wagners Holding Company Operations Pty Ltd ACN 109 763 742.

1.2 Interpretation

In this document:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures;
- (b) a reference to a party to this document or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to this document) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to this document includes the agreement recorded by this document;
- (f) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (g) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day;
- (h) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity; and

- (i) a reference to 'month' means calendar month.

2 Restrictions

2.1 Holders' activity during Restricted Period

Subject to clauses 3, 4 and 5, during the Restricted Period the Holders must not:

- (a) sell, transfer, or otherwise dispose of, or agree or offer to sell, transfer or otherwise dispose of, the Securities;
- (b) create, or agree to create, any security interests in the Securities; or
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Securities.

2.2 Holding lock

If the Securities are kept on an issuer sponsored subregister, the Holders agree to the application of a holding lock to the Securities.

3 Takeover Bid

3.1 Release during Takeover Bid

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holders if:

- (a) a Takeover Bid is made to acquire all or a proportion (under a proportional takeover bid) of the issued ordinary shares of the Company; and
- (b) holders of at least 50% of the Securities in the bid class that are not subject to escrow have accepted the Takeover Bid.

3.2 Return of holding lock

If the Takeover Bid does not become unconditional, the Holders and the Company agree for holding locks on the Securities to be reapplied.

4 Merger

4.1 Release during merger

The Company must release all or any part of the Securities from the restrictions in clause 2 by written notice to the Holders if the Securities are proposed to be transferred or cancelled as part of a merger by way of scheme of arrangement under part 5.1 Corporations Act.

4.2 Return of holding lock

If the merger by scheme of arrangement is not carried out the Holders and the Company agree for holding locks on the Securities to be reapplied.

5 Pre-bid Acceptance Agreements

5.1 Entry into Pre-bid Acceptance Agreements

Each of the Holders may enter into, and perform its obligations under, an agreement with a potential Bidder under which each of the Holders agrees to accept the offer made to it under a Takeover Bid for all of the issued ordinary shares of the Company (**Offer**) within a period of time after the offer period begins (**Pre-Bid Acceptance Agreement**), provided that the Pre-Bid Acceptance Agreement:

- (a) is subject to a condition precedent that the Bidder publicly propose the Offer within five Business Days after the date of the Pre-Bid Acceptance Agreement;
- (b) requires each Holder to accept the Offer for all or any part of the Securities no earlier than ten Business Days after the offer period begins; and
- (c) automatically terminates if:
 - (i) the Bidder does not dispatch offers under the Offer within two months after the date on which the Bidder publicly announces that it intends to make the Offer;
 - (ii) a competing Takeover Bid that has been publicly announced, (being one that, taking into account all aspects of the proposal, is reasonably capable of being completed and values each Security higher than under any other Takeover Bid that is on offer at the relevant time) is made before the Holders accept the Offer;
 - (iii) the Bidder's offers under the Offer lapse (without being free of all conditions);
 - (iv) a court or the Takeovers Panel decides that all or any part of the transaction contemplated by the Pre-bid Acceptance Agreement is unlawful or constitutes unacceptable circumstances; or
 - (v) on the date which is three months after the date of the Pre-bid Acceptance Agreement.

5.2 Limited release

- (a) Subject to clauses 5.2(b) and 5.2(c) and the Pre-bid Acceptance Agreement satisfying the requirements of clause 5.1, the Company must:
 - (i) release those Securities which are the subject of the Offer and the Pre-bid Acceptance Agreement from the restrictions in clause 2; and
 - (ii) do all other things necessary in time to permit the Holders to comply with their obligations to accept the Offer under the Pre-bid Acceptance Agreement.
- (b) The release contained in this clause 5.2 is a limited release and only releases the Holders from the restrictions in clause 2 for the sole purpose of accepting the Offer.
- (c) Any waiver of the restrictions in clause 2 by the Company under clause 5.2(a) must first be approved by the Underwriters in writing (that approval not to be unreasonably withheld).

6 Warranties

6.1 Holders' warranties

Each of the Holders warrants to the Company that it:

- (a) before the Restricted Period begins, has not done, or omitted to do, any act (other than in connection with the Demerger) which would breach clause 2 if done or omitted to be done during the Restricted Period; and
- (b) has power to enter into and perform its obligations under this document.

6.2 Breach of warranties

A breach of the warranties in clause 6.1 is a breach of this document.

7 Consequences of breaching this document

7.1 Enforcement

If the Company anticipates that a Holder may breach this document, the Company may take steps necessary to prevent the breach or to enforce the document.

7.2 Consequences of breach

If a Holder breaches this document, each of the following applies:

- (a) the Company may take the steps necessary against the Holder to enforce the document or to rectify the breach; and
- (b) the Company may (in addition to other rights and remedies of the Company), refuse to acknowledge, deal with, accept or register any sale, assignment, transfer or conversion of any of the Securities unless prohibited from doing so by the Listing Rules.

8 General

8.1 Governing law and jurisdiction

- (a) Queensland law governs this document.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the Queensland courts and courts competent to hear appeals from those courts.

8.2 Counterparts

This document may be signed in any number of counterparts. All counterparts together make one instrument.

8.3 Amendments

This document may only be amended by written agreement between all parties.

9 Notice

9.1 Method of giving notice

A notice, consent or communication under this document is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) given as follows:
 - (i) delivered by hand to that person's address;
 - (ii) sent to that person's address by prepaid mail or by prepaid airmail, if the address is overseas;
 - (iii) sent by fax to that person's fax number where the sender receives a transmission confirmation report from the despatching machine indicating the transmission has been made without error and showing the relevant number of pages and the correct destination fax number or name of recipient; or
 - (iv) sent by email to that person's email address unless the sender receives a computer generated report that the email was not successfully sent, within two hours after the email being sent.

9.2 When is notice given

A notice, consent or communication given under clause 9.1(a) is given and received on the corresponding day set out in the table below. The time expressed in the table is the local time in the place of receipt.

If a notice is	It is given and received on
Delivered by hand or sent by fax or email	(a) that day, if delivered or sent by 5.00pm on a Business Day; or (b) the next Business Day, in any other case.
Sent by post	(a) three Business Days after posting, if sent within Australia; or (b) seven Business Days after posting, if sent to or from a place outside Australia.

9.3 Address for notices

A person's address, fax number and email address are those set out below, or as the person notifies the sender:

Name	Company
Attention	Denis Wagner
Address	'1 Airport Drive', 1511 Toowoomba Cecil Plains Road, Wellcamp, Qld 4350
Fax	+61 7 4637 7778
Email address	Denis.Wagner@wagner.com.au

Name	[#insert]
Attention	[#insert]
Address	[#insert]
Fax	[#insert]
Email address	[#insert]

Schedule

Particulars (clause 1)

1	Holders	[#insert]
2	Restricted Period (the period during which the Securities are restricted)	<p>From the date of listing of the Company on ASX until the earlier of the date that is:</p> <p>(a) three Business Days after the release of the Company's full year results for the period ending 30 June 2019; and</p> <p>(b) 24 months after the date of this document.</p>
3	Particulars of Securities	[#insert]

Execution

EXECUTED as a deed

Signed sealed and delivered
by
Wagners Holding Company Limited ACN 622 632
848 by:

^ _____
Director

^ _____
Director/Secretary

^ _____
Full name of Director

^ _____
Full name of Director/Secretary

[#Note: use for a company]

Signed sealed and delivered
by
[#insert] ACN [#insert ACN] by:

^ _____
Director

^ _____
Director/Secretary

^ _____
Full name of Director

^ _____
Full name of Director/Secretary

[#Note: use for an individual]

Signed sealed and delivered
by [#insert name] in the presence of:

^ _____
Signature of [#insert name]

^ _____
Signature of witness

^ _____
Name of witness (print)