

THIS IS AN IMPORTANT DOCUMENT WHICH YOU SHOULD READ CAREFULLY. IF YOU ARE IN ANY DOUBT AS TO HOW TO DEAL WITH IT, PLEASE CONSULT YOUR FINANCIAL OR OTHER PROFESSIONAL ADVISER.

TAMAWOOD LIMITED
(ACN 010 954 499)

BIDDER'S STATEMENT

**In relation to a Takeover Offer by Tamawood Limited to
acquire all of your shares in**

ASTIVITA LIMITED
(ACN 139 461 733)

Consideration offered is:

One (1) Tamawood Share for every five (5) AIR Shares you own

The Takeover Offer is dated 6 April 2022 and will close at 5.00pm (AEST) on 19 May 2022, unless extended or withdrawn.

The AIR Independent Director recommends that AIR Shareholders accept the Takeover Offer in the absence of a Superior Proposal. The directors of AIR have indicated that they will accept the Takeover Offer in respect of their own holdings, in the absence of a Superior Proposal.

Legal Advisor to Tamawood



Independent Expert to Tamawood



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IMPORTANT INFORMATION

Bidder's Statement

This document (Bidder's Statement), dated 6 April 2022, is issued by Tamawood Limited (ACN 010 954 499) under Part 6.5 of the Corporations Act in relation to an off-market offer by Tamawood to acquire all AIR Shares (including all Rights attaching to them) and sets out certain disclosures required by the Corporations Act.

A copy of this Bidder's Statement was lodged with ASX on 6 April 2022. ASIC takes no responsibility for the contents of this Bidder's Statement.

Investments Risks

There are a number of risks that may have a material impact on the value of the Takeover Offer, the future performance of Tamawood and the value of Tamawood Shares. Some of these risks are described in Section 8 of this Bidder's Statement.

Foreign Jurisdictions

The distribution of this document and the making of the Takeover Offer may be restricted by the laws or regulations of foreign jurisdictions. Persons who come into possession of this Bidder's Statement should seek advice and observe these restrictions.

The Takeover Offer is not being made, directly or indirectly, in or into and will not be capable of acceptance from within any jurisdiction, if to do so would not be in compliance with the laws of that jurisdiction.

The entitlements of AIR Shareholders who are located in jurisdictions outside Australia and its external territories are set out in Section 9.17 of this Bidder's Statement.

No action has been taken to register or qualify Tamawood or to otherwise permit the offering of Tamawood Shares outside Australia and its external territories.

This Takeover Offer is not registered in any jurisdiction outside Australia (unless an applicable foreign law treats it as registered as

a result of the Bidder's Statement being lodged with ASIC).

This Bidder's Statement has been prepared having regard to Australian disclosure requirements. These disclosure requirements may differ from those of other countries.

Disclosure Regarding Forward-Looking Statements

This Bidder's Statement may contain forward-looking statements that have been based on the Tamawood's current expectations and predictions about future events. These forward-looking statements are, however, subject to inherent risks, uncertainties and assumptions that could cause actual results, performance or achievements of the Tamawood, AIR and the New Tamawood Group to differ materially from the expectations and predictions, expressed or implied, in such forward-looking statements. These factors include, among other things, those risks identified in Section 8.

You are cautioned not to place reliance on these statements in the event that the outcome is not achieved. The forward-looking statements in this Bidder's Statement reflect views held only at the date of this Bidder's Statement.

Value of Bidder Shares

The implied value of the Takeover Offer will vary with the market price of Tamawood Shares. Further information on the implied value of the Takeover Offer is contained in Section 5.3. Before accepting the Takeover Offer, AIR Shareholders should obtain current quotes for Tamawood Shares from their stockbroker or other financial adviser. In addition, all references to the implied value of the Takeover Offer are subject to the effects of rounding.

Investment Advice

This Bidder's Statement does not take into account the individual investment objectives, financial situation or particular needs of each AIR Shareholder (or any other person). You may wish to seek independent financial and taxation advice before making a decision as to whether or not to accept the Takeover Offer.

Privacy

Tamawood has collected your information from the registers of AIR for the purposes of making the Takeover Offer and administering your acceptance over your AIR Shares. The type of information Tamawood has collected about you includes your name, contact details and information on your shareholding in AIR. Without this information, Tamawood would be hindered in its ability to issue this Bidder's Statement. Tamawood and its share registry may also disclose your personal information to their related bodies corporate and external service providers and may be required to disclose such information to regulators, such as ASIC and ASX. By submitting an Acceptance Form, you authorise Tamawood to disclose any personal information contained in your Acceptance Form or collected from the register of AIR to Tamawood, AIR, its share registry and their related bodies corporate and external service providers where necessary, for any purpose in connection with the Takeover Offer, including processing your acceptance of the Offer and complying with applicable law, the Corporations Act, the ASX Listing Rules, the ASX Settlement Operating Rules and any requirements imposed by any Government Authority. Any disclosure of your personal information made for the above purposes will be on a confidential basis and in accordance with the Privacy Act 1988 (Cth) and all other legal requirements. If you would like details of, or would like to update, information about you held by Tamawood, please contact Tamawood at the address set out in the Corporate Directory.

Defined Terms

A number of defined terms are used in this Bidder's Statement. Unless expressly specified otherwise, defined terms have the meaning given in Section 11.

Websites

Tamawood and AIR each maintain websites, www.tamawood.com.au and www.aircorporate.com.au respectively. Information contained in or otherwise accessible through these internet sites is not

part of this Bidder's Statement. All references to these sites in this Bidder's Statement are for information purposes only.

Estimates and Assumptions

Unless otherwise indicated, all references to estimates, assumptions and derivations of the same in this Bidder's Statement are references to estimates, assumptions and derivations of the same by Tamawood's management. Management estimates reflect and are based on views as at the date of this Bidder's Statement, and actual facts or outcomes may materially differ from those estimates or assumptions.

Effect of Rounding

Figures, amounts, percentages, prices, estimates, calculations of value and fractions in this Bidder's Statement may be subject to the effect of rounding. Accordingly, the actual figures may vary from those included in this Bidder's Statement.

Currencies

In this Bidder's Statement, references to "Australian dollars", "AUD", "\$", "A\$" or "cents" are to the lawful currency of Australia.

This Bidder's Statement may contain conversions of relevant currencies to other currencies for convenience. These conversions should not be construed as representations that the relevant currency could be converted into the other currency at the rate used or at any other rate. Conversions that have been calculated at the date of this Bidder's Statement (or any other relevant date) may not correspond to the amounts shown in the historic or future financial statements of Tamawood or AIR in respect of which different exchange rates may have been, or may be, used.

CORPORATE DIRECTORY

Directors

Robert Lynch	Non-Executive Chairman
Lev Mizikovsky	Non-Executive Director
Tim Bartholomaeus	Managing Director
Linda Barr	Non-Executive Director

Joint Company Secretaries

Geoff Acton
Narelle Lynch

Registered and Principal Office

Tamawood Limited
1821 Ipswich Road
ROCKLEA QLD 4106
Phone: +61 7 3277 0000
Email: geoff@dixonhomes.com.au
Website: www.tamawood.com.au

Share Registry*

Computershare Investor Services Pty Limited
Level 1, 200 Mary Street
BRISBANE QLD 4000
Phone (within Australia): 1300 850 505
Phone (outside Australia): +61 3 9415 4000

Independent Experts

Vincents
Level 34 Santos Place, 32 Turbot Street
BRISBANE QLD 4000

ASX Codes

Shares: TWD

Lawyers (Australia)

Sparke Helmore Lawyers
Level 23, 240 Queen Street
BRISBANE QLD 4000

Auditor*

William Buck (Qld)
Level 21, 307 Queen Street
BRISBANE QLD 4000

* These entities are included for information purposes only. They have not been involved in the preparation of this Bidder's Statement.

LETTER FROM THE CHAIRMAN

Dear AIR Shareholders,

On behalf of the Directors of Tamawood Limited (**Tamawood**), I am pleased to present you with this compelling opportunity to become a shareholder in Tamawood.

Tamawood is offering to acquire all your shares in AIR by way of an off-market takeover offer under which you will receive, subject to the terms and conditions of the takeover offer, one (1) Tamawood Share for every five (5) AIR Shares you own (**Takeover Offer**).

The AIR Independent Director, in the absence of a Superior Proposal, recommends that AIR Shareholders accept the Takeover Offer. As at the date of this Bidder's Statement, Tamawood's offer is the only offer that has been made for AIR Shares.

The Takeover Offer provides AIR Shareholders with, among other reasons, the following key benefits:

- The opportunity to be part of a strong home building company that is more integrated with respect to:
 - supply of kitchen appliances, sanitary-ware, bathroom products, solar hot water and photovoltaic systems used in homes (**AstiVita Products**);
 - control over the selection of AstiVita Products that are best suited to the needs of Tamawood customers
 - efficiency in the ordering and handling of AstiVita Products for use in Tamawood built homes;
 - handling of product warranties, maintenance and service for AstiVita Products.
- Tamawood can leverage its stronger financial position to negotiate larger purchasing volumes. Having the ability to increase inventory levels will help to reduce the impact of supply chain delays.
- AIR is currently unlikely to pay dividends for the next 5 years meaning that AIR Shareholders will not be able to realise the value in AIR's franking credit reserves. The New Tamawood Group is expected to pay regular dividends and will be able to utilise AIR's accumulated tax losses of \$16.8m and franking credits of \$1.497m, to the advantage of all shareholders of the New Tamawood Group.

The members of the AIR Board and other key AIR Shareholders which together own approximately 87.46% of all AIR Shares on issue as at the date of this Bidder's Statement, have advised AIR that, in the absence of a Superior Proposal, they intend to accept and/or procure the acceptance of the Takeover Offer in respect of all of the AIR Shares that they control.¹

The Conditions of the Takeover Offer are explained further in Section 9 of Annexure A and include obtaining the necessary approvals from Tamawood Shareholders required as a result of the Takeover Offer.

We encourage you to read this Bidder's Statement carefully, including the risk factors set out in Section 8 before accepting the Takeover Offer.

To accept the Takeover Offer, you must follow the instructions on the Acceptance Form enclosed with this Bidder's Statement.

¹ For further information on the intentions of certain AIR Shareholders, please see Section 9.1.

The Takeover Offer is open for your acceptance until 5.00 pm (AEST) on 19 May 2022, unless extended or withdrawn.

If you have any questions about the Takeover Offer, please contact your professional financial advisor.

Yours faithfully

A handwritten signature in black ink that reads "R. Lynch". The signature is written in a cursive style with a large initial "R" and a clear "Lynch" following.

Robert Lynch
Non-Executive Chairman

KEY DATES

Event	Date
Execution of Bid Implementation Agreement and announcement of Takeover Offer	16 March 2022
Lodgement of Bidder's Statement with ASIC Register Date	6 April 2022
Offer opens	12 April 2022
Tamawood Shareholders Meeting	12 May 2022
Offer closes	19 May 2022

Note:

The above dates are indicative only and may change without notice. Tamawood reserves the right to amend the timetable at any time.

1. Investment Overview

The information in this Section is intended to provide an overview of Tamawood, the Takeover Offer that Tamawood is making for your AIR Shares and the risks you should consider.

The information in this Section 1 is not intended to be comprehensive and should be read in conjunction with the detailed information contained in this Bidder's Statement.

You should read this Bidder's Statement in its entirety and the separate Target's Statement which is enclosed with this Bidder's Statement before deciding how to deal with your AIR Shares. The detailed terms of the Takeover Offer are set out in Annexure A.

The information in this Section 1 is set out by way of response to a series of questions. Tamawood believes this is the most informative way to provide the information. Each answer has, where appropriate, cross-references to other questions in this Investment Overview and other parts of this Bidder's Statement, including the Annexures, which contain more information that you might find useful or relevant.

Part A of this Investment Overview deals with the Takeover Offer. **Part B** deals with Tamawood, its business and assets and Tamawood securities. **Part C** deals with risks relating to Tamawood, AIR, the Takeover Offer and the New Tamawood Group. **Part D** deals with other relevant questions.

If you have any questions about the Takeover Offer, please contact your professional financial advisor.

Part A – Overview of the Takeover Offer

Question	Answer	Further information
What is Tamawood offering to buy?	Tamawood is offering to buy all AIR Shares (including all Rights attaching to them) on the terms set out in this Bidder's Statement. You may only accept the Takeover Offer in respect of all (and not some) of Your AIR Shares.	Annexure A contains the full terms of the Takeover Offer and the Conditions.
Why should I accept the Takeover Offer?	<p>Tamawood believes there are a number of reasons AIR Shareholders should accept the Takeover Offer, which are set out in Section 2.</p> <p>There is strong support from major AIR Shareholders and the AIR Independent Director recommends you accept this Takeover Offer in the absence of a Superior Proposal.</p> <p>In the independent expert prepared by Advisory Partner for AIR, has concluded that the Offer is both fair and reasonable.</p> <p>At the date of this Bidder's Statement no Superior Proposal has emerged.</p>	Section 2

<p>What will you receive if you accept the Takeover Offer?</p>	<p>If you accept the Takeover Offer, subject to satisfaction of the Conditions of the Takeover Offer, you will receive one (1) Tamawood Share for every five (5) AIR Shares held by you, unless you are an Ineligible Foreign Shareholder.</p>	<p>Annexure A contains full terms of the Takeover Offer and the Conditions.</p>
<p>What if I am an Ineligible Foreign Shareholder?</p>	<p>If you accept the Takeover Offer and you are an Ineligible Foreign Shareholder, you will not be entitled to receive Tamawood Shares as consideration for your AIR Shares, unless Tamawood otherwise determines. In these circumstances, the Tamawood Shares which would otherwise have been issued to you will instead be issued to the Sale Nominee who will sell those Tamawood Shares and remit the sale proceeds (less any transaction costs) to you by cheque in Australian dollars.</p>	<p>Section 8 of Annexure A</p>
<p>What is the value of the Takeover Offer?</p>	<p>The implied value of the Offer as at the date of this Bidder's Statement is \$0.63 per AIR Share.</p> <p>The implied value of the Offer will change as a consequence of changes in the market price of Tamawood and AIR shares.</p>	<p>Section 5.3</p>
<p>How long will the Takeover Offer remain open?</p>	<p>The Takeover Offer opens on 12 April 2022. Unless withdrawn or extended in accordance with the Corporations Act, the Takeover Offer is scheduled to close at 5:00 pm (AEST) on 19 May 2022.</p>	<p>Section 2 of Annexure A</p>
<p>Can the Offer Period be extended?</p>	<p>The Offer Period can be extended at Tamawood's election, up to a maximum period of 12 months after the opening date of the Offer Period. AIR Shareholders will be provided with written notice of any extension, and the extension will be announced to ASX under the code "TWD".</p>	<p>The Key Dates Section provides an indicative timetable for the Takeover Offer.</p>
<p>What choices do I have as an AIR shareholder?</p>	<p>As an AIR Shareholder, you have the following choices in respect of your AIR Shares:</p> <ul style="list-style-type: none"> (a) accept the Takeover Offer; (b) sell all or some your AIR Shares outside of the Takeover Offer; or (c) do nothing. 	

<p>How do I accept the Takeover Offer?</p>	<p>To accept the Takeover Offer, you should follow the instructions set out in this Bidder's Statement and in the enclosed Acceptance Form.</p>	<p>See your Acceptance Form enclosed with this Bidder's Statement and Section 4 of Annexure A.</p>
<p>Can I accept the Takeover Offer for part of my holding?</p>	<p>No, you must accept the Takeover Offer for all of Your AIR Shares.</p>	<p>Section 4(a) of Annexure A</p>
<p>If I accept the Takeover Offer can I withdraw my acceptance?</p>	<p>You cannot withdraw or revoke your acceptance unless a withdrawal right arises under the Corporations Act. A withdrawal right will arise if, after you have accepted the Takeover Offer, Tamawood varies the Takeover Offer in a way that postpones for more than 1 month the time that Tamawood has to meet its obligations under the Takeover Offer (for example, if Tamawood extends the Offer Period for more than 1 month while the Takeover Offer remains subject to any of the Conditions).</p>	<p>Section 6(a) of Annexure A</p>
<p>What happens if I do not accept the Takeover Offer?</p>	<p>If you do not accept the Takeover Offer and Tamawood acquires a Relevant Interest in at least 90% of AIR Shares and the other conditions of the Takeover Offer are satisfied or waived, Tamawood intends to proceed to compulsorily acquire the outstanding AIR Shares. You will be invited to claim the Takeover Offer Consideration. Therefore, accepting the Takeover Offer will result in you receiving your Takeover Offer Consideration sooner if you accept the Takeover Offer, rather than having your AIR Shares compulsorily acquired.</p>	<p>Section 6</p>
	<p>If the Takeover Offer becomes, or is declared, unconditional but Tamawood does not become entitled to compulsorily acquire your AIR Shares under the Corporations Act, unless you sell your AIR Shares, you will remain a shareholder in AIR. In order for the Takeover Offer to become unconditional without Tamawood being entitled to compulsorily acquire Your Shares, AIR consent will be required.</p> <p>In these circumstances, depending on the number of AIR Shares acquired by Tamawood, you may be a minority AIR Shareholder in what will be a less liquid stock as AIR will not be listed on the ASX.</p>	

What happens if Tamawood improves the Takeover Offer Consideration?	If Tamawood improves the Takeover Offer Consideration, all the AIR Shareholders who accept the Takeover Offer (whether or not they have accepted the Takeover Offer before or after such improvement) will be entitled to the benefit of the improved Takeover Offer Consideration, should the Takeover Offer become or be declared unconditional.	This is a requirement of, and governed by, the Corporations Act.
Are there conditions to the Takeover Offer?	The Takeover Offer is subject to the Conditions set out in Section 9 of Annexure A. As at the date of this Bidder's Statement, Tamawood is not aware of any act, omission, event of fact that would result in any of the Conditions to the Offer being not satisfied.	Section 9 of Annexure A sets out the Conditions in full.
What if the Conditions are not satisfied or waived?	If the Takeover Offer closes and the Conditions are not satisfied or waived (except in relation to the Minimum Acceptance Condition which cannot be waived without the consent of AIR), the Takeover Offer will lapse, and your acceptance will be void. In other words, you will continue to hold your AIR Shares (unless you otherwise sell them). Tamawood will announce whether the Conditions have been satisfied or waived during the Offer Period in accordance with its obligations under the Corporations Act.	Section 10 of Annexure A
Will my new Tamawood Shares be listed on ASX?	Within 10 days of the date of this Bidder's Statement, Tamawood will apply to ASX for Official Quotation of the new Tamawood Shares to be issued as Takeover Offer Consideration. Quotation of the new Tamawood Shares depends on ASX exercising its discretion to admit them to quotation on ASX.	Section 9.7

Part B – Overview of Tamawood

Question	Answer	Further information
Who is Tamawood?	Tamawood is an ASX listed residential home builder listed on the ASX since August 2000.	Section 3.1
What rights and liabilities will attach to my new Tamawood Shares?	The new Tamawood Shares issued under the Takeover Offer will be issued fully paid and will, from the time of issue, rank equally with existing Tamawood Shares.	Section 3.10

<p>Who are the Tamawood Directors and what experience do they have?</p>	<p>The Directors of Tamawood are:</p> <p>Robert Lynch – Non-Executive Chairman</p> <p>Lev Mizikovsky – Non-Executive Director</p> <p>Linda Barr – Non-Executive Director</p> <p>Tim Bartholomaeus – Managing Director</p>	<p>Section 3.3</p>								
<p>Do the Tamawood Directors have any securities in, or potential conflicts of interest in relation to, AIR?</p>	<p>The Tamawood Directors have an interest in AIR securities.</p> <table border="1" data-bbox="564 595 1195 801"> <thead> <tr> <th>Director</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>Robert Lynch</td> <td>120,442</td> </tr> <tr> <td>Lev Mizikovsky</td> <td>16,878,075</td> </tr> <tr> <td>Tim Bartholomaeus</td> <td>3,771</td> </tr> </tbody> </table>	Director	Shares	Robert Lynch	120,442	Lev Mizikovsky	16,878,075	Tim Bartholomaeus	3,771	<p>Section 9.14</p>
Director	Shares									
Robert Lynch	120,442									
Lev Mizikovsky	16,878,075									
Tim Bartholomaeus	3,771									
<p>What arrangements will be put in place in respect of Lev Mizikovsky's and Geoff Acton's AIR directorship and the Takeover Offer?</p>	<p>We note that Mr Lev Mizikovsky and Mr Geoff Acton are non-executive directors of both Tamawood and AIR. Under the information sharing and conflict of interest protocol in place between Tamawood and AIR, Mr Lev Mizikovsky and Mr Geoff Acton have advised AIR of their respective conflicts of interest in respect of the Takeover Offer, and offered to recuse themselves from all AIR board and committee meetings, other than those that all directors are required by law to attend to determine a particular matter, for the duration of the Takeover Offer.</p>	<p>Section 4.2</p>								
<p>Do the Tamawood Directors have any interest in Tamawood securities?</p>	<p>The interests of the Directors in Tamawood are set out below:</p> <table border="1" data-bbox="624 1350 1254 1556"> <thead> <tr> <th>Director</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>Robert Lynch</td> <td>545,354</td> </tr> <tr> <td>Lev Mizikovsky</td> <td>16,182,789</td> </tr> <tr> <td>Tim Bartholomaeus</td> <td>541,260</td> </tr> </tbody> </table>	Director	Shares	Robert Lynch	545,354	Lev Mizikovsky	16,182,789	Tim Bartholomaeus	541,260	<p>Section 9.14</p>
Director	Shares									
Robert Lynch	545,354									
Lev Mizikovsky	16,182,789									
Tim Bartholomaeus	541,260									

Part C – Overview of Risks

Question	Answer	Further information
<p>Are there risks if I accept the Takeover Offer?</p>	<p>If you accept the Takeover Offer and it becomes unconditional or the Conditions are satisfied or waived (except in relation to the Minimum Acceptance Condition which cannot be waived without the consent of AIR), you will be issued with new</p>	<p>Section 8</p>

	<p>Tamawood Shares. There are risks in holding Tamawood Shares.</p> <p>Section 8 provides a summary of these risks. Specifically, it deals with:</p> <p>(a) Risks relating to the Takeover Offer;</p> <p>(b) Risks that relate to the New Tamawood Group; and</p> <p>General and industry risks (to which you are already exposed).</p>	
<p>Are there any risks in respect of the Takeover Offer not proceeding?</p>	<p>In the event that the Takeover Offer does not proceed, AIR Shareholders will not achieve the benefits of the Takeover Offer as described in Section 2.</p>	<p>Section 8.2</p>

Part D – Other relevant questions

Question	Answer	Further information
<p>When will you receive your consideration?</p>	<p>If you accept the Takeover Offer, Tamawood intends to issue the Takeover Offer Consideration approximately 10 days after the Takeover Offer closes.</p> <p>Tamawood is required under the Corporations Act to issue you Tamawood Shares as consideration for your AIR Shares on or before the earlier of:</p> <p>(a) one month after you have validly accepted the Takeover Offer or the contract resulting from its acceptance has become unconditional (whichever is later); and</p> <p>(b) 21 days after the end of the Offer Period,</p> <p>provided that you have provided all of the documents required for acceptance of the Offer with your acceptance.</p> <p>If you accept the Takeover Offer and you are an Ineligible Foreign Shareholder, unless Tamawood otherwise determines, you will not be entitled to receive Tamawood Shares as consideration for accepting the Takeover Offer in respect of Your AIR Shares. In these circumstances, the Tamawood Shares which would otherwise have been issued to you will instead be issued to the Sale Nominee who will sell those Tamawood Shares and remit the proceeds (less transaction costs) of such sale to you by cheque in Australian dollars.</p> <p>However, you will not be an Ineligible Foreign Shareholder if Tamawood is satisfied that it is not legally or practically constrained from making the Offer to an AIR Shareholder in</p>	<p>Section 7 and Section 8 of Annexure A</p>

	the relevant jurisdiction and to issue Tamawood Shares to such a shareholder on acceptance of the Offer, and that it is lawful for the shareholder to accept the Offer in such circumstances in the relevant jurisdiction.	
Will I need to pay any transaction costs if I accept the Takeover Offer?	You will not incur any brokerage fees or be obliged to pay stamp duty or GST in connection with your acceptance of the Takeover Offer.	Section 7
What are the tax implications of accepting the Takeover Offer?	A general summary of the Australian tax consequences for AIR Shareholder who accept the Takeover Offer is set out in Section 7. This summary is expressed in general terms only and is not intended to provide taxation advice for your specific circumstances. AIR Shareholders should seek their own taxation advice in relation to the Takeover Offer.	Section 7

2. Why you should accept the Offer

Tamawood believes you should ACCEPT the Takeover Offer for the following reasons:

- The AIR business would no longer be profitable if Tamawood went elsewhere for the supply of its household items, some 90% plus of AIR's business.
- The opportunity to be part of a strong home building company that is more integrated with respect to:
 - supply of kitchen appliances, sanitary-ware, bathroom products, solar hot water and photovoltaic systems used in homes (**AstiVita Products**);
 - control over the selection of AstiVita Products that are best suited to the needs of Tamawood customers
 - efficiency in the ordering and handling of AstiVita Products for use in Tamawood built homes;
 - handling of product warranties, maintenance and service for AstiVita Products.
- Tamawood can leverage its stronger financial position to negotiate larger purchasing volumes. Having the ability to increase inventory levels will help to reduce the impact of supply chain delays.
 - AIR is currently unlikely to pay dividends for the next 5 years meaning that AIR Shareholders will not be able to realise the value in AIR's franking credit reserves. The New Tamawood Group is expected to pay regular dividends and will be able to utilise AIR's accumulated unutilised tax losses of \$16.8m (as at 30 June 2021) and franking credits of \$1.497m, to the advantage of all shareholders of the New Tamawood Group.
 - The AIR Independent Director recommends that you accept the Takeover Offer.
 - There is strong support from major AIR Shareholders
 - There is no Superior Proposal.
 - You may be eligible for capital gains tax rollover relief

The above is only a headline summary of some of the reasons why you should accept the Takeover Offer. Each of the reasons is explained below.

If you wish to accept this Takeover Offer, you must return the signed Acceptance Form by 5.00pm (AEST) on 19 May 2022.

Tamawood believes you should ACCEPT the Takeover Offer for the following reasons:

2.1 Tamawood secures long term supply of key household items including appliances, plumbing/bathroom products, solar systems and hot water systems.

Currently Tamawood represents over 90% of AIR's business. If Tamawood seeks alternative suppliers other than AIR's products then AIR would have no business and significantly reduce profitability and impact AIR's ongoing business. If Tamawood acquires ownership of AIR then there is more commercial alignment between the two companies thereby mitigating this risk for AIR Shareholders. By accepting the Takeover Offer and becoming a Tamawood Shareholder, AIR Shareholders will retain an indirect interest in AIR's business.

2.2 Tamawood can leverage its stronger financial position to negotiate better supply terms and improve warehouse stock levels

Tamawood has a stronger financial position compared to AIR which it expects to be able to leverage in respect of negotiating pricing for larger orders for AIR Products on better commercial terms. This in turn, if successful, will further reduce supply chain delays over the next 12 months.

2.3 Tamawood obtain franking credits and tax losses

Tamawood will be able to access \$1.497 million in franking credits of AIR, which will benefit Tamawood's ability to continue to pay fully franked dividends to all shareholders of the New Tamawood Group, which includes AIR Shareholders who accept the Takeover Offer. In addition, Tamawood will be able to utilise AIR's tax losses of \$16.8m (as at 30 June 2021), thus reducing Tamawood's tax expense over the next 5 years. This will also indirectly benefit AIR Shareholders who accept the Takeover Offer and become shareholders of the New Tamawood Group

2.4 The AIR Shareholders will be able to access Tamawood fully franked dividends.

Tamawood has a track record as a profitable residential house builder, paying consistent fully franked dividends. Tamawood has continually delivered profits and returns to its Shareholders in the form of fully franked dividends and share market value since its listing of 50 cents in August 2000. AIR has not paid any dividends since 2011 and is unlikely to pay fully franked dividends in the foreseeable future. As a result, AIR is unable to derive value from its franking credit reserves. As part of the New Tamawood Group, these franking credits will be

accessible by Tamawood when it pays dividends, extending its ability to pay these dividends as full franked.

2.5 AIR Independent Directors recommends that you accept the Takeover Offer

The AIR Independent Director recommends that AIR Shareholders accept the Offer, in the absence of a Superior Proposal. All the AIR Directors, representing 70.19% of all AIR Shares, intend to accept, or procure the acceptance of, the Offer.

2.6 Strong support from major AIR Shareholders

Lev Mizikovsky, representing 67.94% of all AIR Shares on issue, has provided Tamawood with a written statement confirming his intentions to accept the Offer and procure that his associated entities accept the offer, subject to no Superior Proposal emerging. The following letters of confirmation of intentions to accept the Offer have been provided:

AIR Shareholder	Shares Held	Percentages
Lev Mizikovsky and his associated entities	16,878,075	67.94%
Odalreach Pty Ltd	3,333,334	13.42%
Joseph Mizikovsky	988,715	3.98%
Stoddart Building Products Pty Ltd	220,394	0.89%
Totals	21,420,518	86.23%

The commitment by the above AIR Shareholders supports the view of the Directors as to the merits of the Offer. These commitments also improve the prospects of the Offer being consummated in a timely manner.

2.7 No Superior Proposal has emerged

No Superior Proposals have emerged at the date of this Bidder's Statement. If the Takeover Offer does not complete, and no alternative proposal emerges, AIR will continue as a listed entity.

2.8 You may be eligible for capital gains tax rollover relief

AIR Shareholders may have access to scrip for scrip rollover relief, in which case you will not incur capital gains tax (CGT) as a result of accepting the Takeover Offer.

Should the Takeover Offer be successful and result in Tamawood becoming the holder of 80% or more of the voting shares in AIR as at the close of the Offer Period, AIR Shareholders who would otherwise make a capital gain from the disposal of their AIR Shares pursuant to the Takeover Offer may be able to choose to obtain full scrip for scrip rollover relief.

If scrip for scrip rollover relief is available and is chosen by AIR Shareholders who would otherwise have made a capital gain on the disposal of their AIR Shares under the Takeover Offer, all of the capital gain from the disposal may be disregarded.

However, AIR Shareholders may be subject to capital gains tax as a result of a later taxable event (such as a disposal) happening to the Tamawood Shares received as consideration under the Takeover Offer.

Please refer to Section 7 for more information.

3. Profile of Tamawood Limited

3.1 Overview of Tamawood

Tamawood is a residential house builder in Queensland and New South Wales.

Tamawood's Subsidiaries are set out below:

Subsidiaries	Percentage of Ownership
Dixonbuild Pty Ltd	100%
DixonConstruct Pty Ltd	100%
Dixon NSW Pty Ltd	100%
DixonRes Pty Ltd	100%
Dixon Systems Pty Ltd	100%
SolarpowerRex Pty Ltd	70%
SolarRex Pty Ltd	70%
TamawoodL Pty Ltd	100%

3.2 Corporate Information

Tamawood was incorporated on 3 July 1989 in Australia. It is currently listed on the ASX having commenced quotation on 10 August 2000.

3.3 Directors and key personnel of Tamawood

Details of the responsibilities and experience of the Tamawood Directors (as at the date of this Bidder's Statement) are set out in Tamawood's 2021 Annual Financial Report, a copy of which is available from Tamawood's website www.tamawood.com.au/investors.

A brief summary of the Tamawood Board, as at the date of this Bidder's Statement, is set out below.

Mr Robert Lynch – Non-Executive Chairman LREA, Justice of the Peace

As Chairman of Tamawood Limited, Robert has had more than 30 years' experience in residential housing construction and land development. Robert was CEO of Mirvac Homes for 17 years and Clarendon Homes for two years. Robert is a past President of the New South Wales Housing Industry Association. Robert has been a Non-executive Director of the Tamawood Group since 2008 and Chairman of the Group since November 2011. He is currently the Chairman of the Group's Risk Management Committee and is a member of the Nominations, Remuneration and Audit Committees. Robert was formerly a Non-executive Director of AstiVita Limited until 16 March 2017.

Mr Lev Mizikovsky – Non-Executive Director FAICD

Lev Mizikovsky started Tamawood in July 1989. Tamawood was listed on the ASX in August 2000 and in December 2000 acquired Dixon Homes. Lev is currently Executive Chairman of AstiVita Limited (AIR). Since 1997, Lev has been a Fellow of the Australian Institute of

Company Directors (AICD). He is a substantial shareholder in a number of other Queensland Companies including Lindsay Australia Limited (LAU). Lev is a Non-executive Chairman of Advance NanoTek Limited (ANO) since 3 March 2017, Chairman of Senterprisys Ltd (formerly Resiweb Ltd) and was formerly a Non-executive director of Collection House Limited (CLH). He is currently a member of the Audit and Risk Management Committees.

Mrs Linda Barr– Non-Executive Director

Linda Barr brings to Tamawood extensive knowledge in accounting systems and over 30 years in accounting and management roles. Growth and expansion focused director with executive experience in finance and ICT gained in manufacturing, engineering, hospitality and wholesale distribution industries. She gained valuable skills in senior finance and executive roles reporting to an ASX 100 listed Company Board, where she focused on delivering strategic integration of acquisitions, identifying synergies, and creating value added services for finance and ICT to support business operations. An accomplished leader of cultural change, business innovation and transformation. Determined to seek and create business value by acquisition, digital transformation, operational excellence, and financial acumen.

Mr Tim Bartholomaeus – Managing Director GAICD

Timothy has been with the group since 1996 commencing as a Building Designer. Since 2001 he held a number of management positions including Design and Estimating Manager, Construction Manager, Administration Manager, Premium Brands Manager and Sales & Marketing Manager. Timothy was Chief Operating Officer from 2010 until his appointment as Managing Director and is a Director of the Group's Dixon Homes NSW operations. Timothy is not and has not been a director of any other publicly listed company in the past 4 years.

3.4 Capital Structure

As at the date of this Bidder's Statement, Tamawood's capital structure is as follows:

Securities	Currently on issue
Shares	29,776,789

See Section 5.4 for the effect of the Takeover Offer and associated transactions on the capital structure of Tamawood.

3.5 Tamawood's Financial Performance

For information concerning the financial position of Tamawood, you should refer to the information that has been disclosed by Tamawood to the ASX and ASIC. The annual financial report for Tamawood for the year ended 30 June 2021 was lodged with ASIC on 4 August 2021 and given to ASX on that date. The half year report for Tamawood for the 6 months ended 31 December 2021 was lodged with ASIC on 8 February 2022 and given to ASX on that date.

3.6 Corporate Governance

The Tamawood Board seeks, where appropriate, to meet the ASX Corporate Governance Council's Principles and Recommendations.

Details of Tamawood 's corporate governance procedures, policies and practices can be obtained from Tamawood's website www.tamawood.com.au/corporategovernance

3.7 Trading of Tamawood Shares

Set out below is a table showing relevant trading prices of Tamawood Shares on ASX:

Trading Period	Price of Tamawood Shares
Highest closing price on ASX in the four months prior to 4 April 2022 (being the last practicable trading date prior to the date of this Bidder's Statement)	\$3.85
Lowest closing price on ASX in the four months prior to 4 April 2022 (being the last practicable trading date prior to the date of this Bidder's Statement)	\$3.04
Closing sale price on ASX on the last trading day before the date Tamawood announced the Takeover Offer, being 15 March 2022	\$3.22
Closing sale price of Tamawood shares on ASX on the last practicable trading date prior to the date of this Bidder's Statement, being 4 April 2022	\$3.15
30-day volume weighted average price of Tamawood Shares before announcing the Takeover Offer 14 February to 15 March 2022	\$3.44

3.8 Substantial shareholders of Tamawood

As at the date of this Bidder's Statement, the following persons is a substantial Shareholder of Tamawood (i.e. Shareholder that holds more than a 5% interest in Tamawood):

Tamawood Shareholder	Number of Tamawood Shares	% of Tamawood issued Share Capital
Lev Mizikovsky and associated entities	16,182,789	54.35%
Mutual Trust Pty Ltd	1,706,563	5.73%

The directors of Tamawood have a Relevant Interest in 17,269,403 Tamawood Shares, being approximately 58% of the total number of Tamawood Shares on issue as at the date of this Bidder's Statement. The individual interests of each Tamawood Director are set out in Section 9.15.

3.9 Related Party Approval

Tamawood will convene an extraordinary general meeting to consider approval (by simple majority vote, subject to certain voting exclusions) of the following ordinary resolutions:

That for the purposes of listing Rule 10.1 of the ASX listing Rules and for all other purposes, approval is given for Tamawood to proceed with the proposed acquisition of all the shares in AstiVita Limited (ASX: AIR) (AIR) held by the following entities associated with Lev Mizikovsky:

- (a) Rainrose Pty Ltd (Rainrose): 7,997,654 AIR Shares;*
- (b) Ankla Pty Ltd (Ankla): 6,591,54 AIR Shares;*
- (c) Sunstar Australia Pty Ltd (Sunstar): 2,186,892 AIR Shares;*
- (d) Mrs Mollika Winothai Mizikovsky as trustee for the Winothai Family (Mollika): 60,313 AIR Shares;*
- (e) Mr Lev Mizikovsky and Mrs Mollika Winothai Mizikovsky (Mr and Mrs Mizikovsky): 41,667 AIR Shares,*

comprising in aggregate 67.94% of the AIR Shares on issue, on the terms set out in the Explanatory Memorandum accompanying this Notice of Meeting.

The Takeover Offer is conditional on this resolution being passed.

The Tamawood Shareholder Meeting has been convened for 12 May 2022.

3.10 Rights and liabilities of Tamawood Shares

The Tamawood Shares offered to AIR Shareholders under the Takeover Offer are fully paid ordinary shares in the capital of Tamawood, and from the date of their issue will rank equally with all then existing Tamawood Shares and will have the same rights and liabilities attaching to them.

The rights and liabilities attaching to Tamawood Shares are governed by the Constitution of Tamawood, the Corporations Act, ASX Listing Rules, ASX Settlement Operating Rules and the general law of Australia.

The following is a summary of the more significant rights and liabilities attaching to Shares being offered pursuant to this Bidder's Statement. This summary is not exhaustive and does not constitute a definitive statement of the rights and liabilities of Shareholders. To obtain such a statement, persons should seek independent legal advice.

Further details of the rights and liabilities attaching to Shares are set out in the Constitution, a copy of which is available for inspection at Tamawood's registered office during normal business hours.

(a) General meetings

Each Shareholder is entitled to receive notice of, and to attend and vote at, general meetings of Tamawood and to receive all notices, accounts and other documents required to be sent to members under the Constitution, the Corporations Act or the Listing Rules.

The Directors may convene a general meeting whenever they think fit. The Constitution does not permit Shareholders to call a general meeting, although Shareholders may call a general meeting in accordance with the provisions of the Corporations Act.

A notice of general meeting must be given in accordance with the Corporations Act and must specify the place, date and time of the meeting, the general nature of the business to be transacted at the meeting, information regarding a Shareholder's right to appoint a

proxy, and if a special resolution is to be proposed at the meeting, set out an intention to propose the special resolution and the text of the special resolution.

(b) Voting

Subject to any rights or restrictions for the time being attached to any class of Shares whether by the terms of their issue, the Constitution, the Corporations Act or the Listing Rules, at a general meeting every Shareholder present in person or by a representative has one vote on a show of hands and every Shareholder present in person or by a representative, proxy or attorney has one vote per Share on a poll. Where there are two or more joint Shareholders and more than one of them is present at a meeting and tenders a vote in respect of the Share (whether in person or by proxy or attorney), Tamawood will count only the vote cast by the Shareholder whose name appears before the other(s) in Tamawood's register.

(c) Alteration of Capital

Subject to the Constitution, Corporations Act and the Listing Rules, Tamawood in general meeting may increase, divide, consolidate or reduce its share capital if it complies with the Constitution, Corporations Act and the Listing Rules.

(d) Variation of rights

Subject to the Constitution, Corporations Act and Listing Rules, if at any time the share capital is divided into different classes of shares, the rights attached to the shares in any class may be altered only by special resolution passed at a separate meeting of the holders of the issued shares of the affected class, or with the written consent of the holders of at least three quarters of the issued shares of the affected class.

(e) Transfer of Shares

Subject to the Constitution, the Corporations Act and the Listing Rules, Shares are freely transferable.

The Shares may be transferred by a proper transfer effected in accordance with ASX Settlement Rules, by any other method of transferring or dealing introduced by ASX and as otherwise permitted by the Corporations Act or by a written instrument of transfer in any usual form or in any other form approved by the Directors or the ASX.

(f) Dividends

The Directors, subject to the Constitution, the Corporations Act and the Listing Rules, may determine that a dividend is payable and fix the amount, the time for payment, and the method of payment. The Directors may, before declaring any dividend, set aside out of the profits of Tamawood, such sums as they think proper as reserves, which may be used in the business of Tamawood or be invested in such investments as the Directors think fit.

3.11 Dividend History

Please refer to the table below for history of Tamawood dividends over the last 5 years.

Year	Total Amount	Franked	Comments
2017	26 cents	30%	

2018	27 cents	30%	
2019	16 cents	30%	
2020	33 cents	30%	The 33 cents fully franked dividend was paid as a dividend of 27 cents and an additional 6 cents special dividend brought forward because of the policy uncertainty around franked dividends at the time of the last Federal election.
2021	26 cents	30%	The final fully franked dividend for F20 was 14 cents made up of cash and in-specie distribution of SenterpriSys Limited shares (1 for 3 basis).

3.12 Further Information

Due to the fact that Tamawood is offering Tamawood Shares as consideration for the acquisition of AIR Shares, the Corporations Act requires that this Bidder's Statement must include all information that would be required for a prospectus for an offer of Tamawood Shares under Sections 710 to 713 of the Corporations Act.

Tamawood is a listed disclosing entity for the purposes of the Corporations Act and as such is subject to regular reporting and disclosure obligations. Tamawood is subject to the ASX Listing Rules which require continuous disclosure of any information Tamawood has concerning itself that a reasonable person would expect to have a material effect on the price or value or its securities.

ASX maintains files containing publicly disclosed information about all listed companies. Tamawood's file is available for inspection at ASX during normal business hours.

Tamawood is also required to lodge various documents with ASIC.

On request to Tamawood and free of charge, AIR Shareholders may obtain a copy of:

- (a) the annual financial report of Tamawood for the year ended 30 June 2021 (being the annual financial report most recently lodged with ASIC before lodgement of this Bidder's Statement with ASIC);
- (b) any half-year financial report lodged with ASIC by Tamawood after the lodgement of the annual financial report referred to above and before lodgement of this Bidder's Statement with ASIC; and
- (c) any continuous disclosure notice given to ASX by Tamawood since the lodgement with ASIC of the 2021 annual report for Tamawood referred to above and before lodgement of this Bidder's Statement with ASIC.

A list of the announcements that Tamawood has lodged with ASX since 30 June 2021 is set out below.

Date	Subject of Announcement
17 March 2022	Bid implementation Agreement
16 March 2022	Intention to Make Takeover Bid
14 March 2022	Change in substantial holding
14 March 2022	Change of Director's Interest Notice - Lev Mizikovsky
14 March 2022	Application for quotation of securities - TWD
4 March 2022	Flood update
16 February 2022	Final Director's Interest Notice - Linda Horgan
16 February 2022	Final Director's Interest Notice - Laurie Lefcourt
16 February 2022	Resignation of Directors
8 February 2022	Half Year Accounts
8 February 2022	Appendix 4D
8 February 2022	Dividend/Distribution - TWD
1 February 2022	Margin Improvement Anticipated Second Half FY22
10 December 2021	Positive Outlook in FY2022
3 December 2021	Change of Director's Interest Notice – Lev Mizikovsky
17 November 2021	50% of Builders at Risk, Tamawood Ltd is NOT one of them
5 November 2021	Results of Meeting
4 November 2021	Chairman's Address to Shareholders
22 October 2021	Change of Director's Interest Notice – Lev Mizikovsky
20 October 2021	Application for quotation of securities – TWD
15 October 2021	Proposed issue of securities – TWD
1 October 2021	Notice of Annual General Meeting/Proxy Form
7 September 2021	Application for quotations of securities – TWD
7 September 2021	Change of Director's Interest Notice – Linda Horgan

7 September 2021	Change of Director's Interest Notice – Lev Mizikovsky
12 August 2021	Corporate Governance Statement
12 August 2021	Appendix 4G
12 August 2021	Annual Report to shareholders
2 August 2021	Dividend/Distribution – TWD
2 August 2021	Chairman's Letter
2 August 2021	Appendix 4E
16 July 2021	Dividend Update

A substantial amount of information about Tamawood is also available in electronic form from www.tamawood.com.au

4. Profile of Astivita Limited

AIR is a public listed company listed on the ASX on 11 December 2009 to wholesale and distribute household products including solar PV panels, solar hot water systems, appliances and PC items to the residential housing market.

4.1 Corporate Structure

The corporate structure of AIR is as follows:

Astivita's Subsidiaries are as follows:

Subsidiaries	Percentage of Ownership
AstiVita Bathrooms and Kitchens Pty Ltd	100%
Solarpower Pty Ltd	100%
Indent Manufacturing Pty Ltd	100%

4.2 AIR Board of Directors

As at the date of this Bidder's Statement, the directors of AIR are:

- (a) Mr Lev Mizikovsky – Executive Chairman;
- (b) Mr Rade Dudurovic – Non-Executive Director; and
- (c) Mr Geoff Acton – Non-Executive Director.

We note that Mr Lev Mizikovsky is a non-executive director of both Tamawood and AIR and Mr Geoff Acton is company secretary of both Tamawood and AIR. Under the information sharing and conflict of interest protocol in place between Tamawood and AIR, Mr Lev Mizikovsky and Mr Geoff Acton have advised AIR of their respective conflicts of interest in respect of the Takeover Offer, and offered to recuse themselves from all AIR board and committee meetings, other than those that all directors are required by law to attend to determine a particular matter, for the duration of the Takeover Offer.

4.3 Information about AIR Securities

AIR has the following securities on issue:

Securities	Number of Securities
Shares	24,841,974

4.4 Substantial shareholders of AIR

As at the date of this Bidder's Statement, so far as is known to Tamawood, the following persons are substantial shareholders of AIR:

AIR Shareholder	Number of AIR Shares	% of AIR issued Share Capital
Lev Mizikovsky and his associated entities ¹	16,878,075	67.94%
Odalreach Pty Ltd	3,333,334	13.42%

Notes:

- 1 Mr Mizikovsky and his associated entities is also a substantial shareholder of Tamawood holding 54.35% of the Tamawood Shares on issue.

4.5 AIR's Financial Information

For information concerning the financial position of AIR, you should refer to the information that has been disclosed by AIR to the ASX and ASIC. The annual financial report for AIR for the year ended 30 June 2021 was lodged with ASIC on 31 August 2021 and given to ASX on that date. The half year report for AIR for the 6 months ended 31 December 2021 was lodged with ASIC on 28 February 2022 and given to ASX on that date.

4.6 Corporate Governance

The AIR Board seeks, where appropriate, to meet the ASX Corporate Governance Council's Principles and Recommendations.

Details of AIR's corporate governance procedures, policies and practices can be obtained from AIR's website www.aircorporate.com.au/corporategovernance

4.7 Trading of AIR Shares

Set out below is a table showing relevant trading prices of AIR Shares on ASX:

Trading Period	Price of Tamawood Shares
Highest closing price on ASX in the four months prior to 4 April 2022 (being the last practicable trading date prior to the date of this Bidder's Statement)	\$0.775

Lowest closing price on ASX in the four months prior to 4 April 2022 (being the last practicable trading date prior to the date of this Bidder's Statement)	\$0.57
Closing sale price on ASX on the last trading day before the date Tamawood announced the Takeover Offer, being 15 March 2022	\$0.72
Closing sale price of AIR shares on ASX on the last practicable trading date prior to the date of this Bidder's Statement, being 4 April 2022	\$0.60
30-day volume weighted average price of AIR Shares before announcing the Takeover Offer, being the period between 14 February 2022 and 15 March 2022.	\$0.72

4.8 Dividend History

AIR has only paid a dividend in 2011, and not since.

4.9 Further information on AIR

AIR maintains a website, www.aircorporate.com.au, which contains further information about AIR and its operations.

AIR is a public listed company and, as such, is subject to regular financial reporting obligations under the Corporations Act. Further information about AIR is contained in its Target's Statement.

5. The New Tamawood Group

5.1 Approach

This Section 5 provides an overview of Tamawood and its subsidiaries following the acquisition by Tamawood of all, or a portion of the AIR Shares on issue (**New Tamawood Group**), in the various scenarios following the Takeover Offer and the effect of the Takeover Offer on Tamawood and AIR.

5.2 Profile of the New Tamawood Group

If the Takeover Offer is successful, AIR Shareholders who accepted the Takeover Offer will each receive one (1) Tamawood Share for every five (5) AIR Shares transferred to Tamawood (except in the circumstances described in Section 9.17) and thereupon, become economic owners of the New Tamawood Group.

If Tamawood becomes entitled to compulsorily acquire outstanding AIR Shares in accordance with Part 6A.1 of the Corporations Act, it intends to proceed with compulsory acquisition of those AIR Shares and all of AIR Shareholders will be shareholders in the New Tamawood Group, along with existing Tamawood Shareholders.

5.3 Takeover Offer Consideration

Under the Offer, AIR Shareholders will be issued one (1) Tamawood Share for every five (5) AIR Shares held implying a theoretical value of \$0.64 per AIR Share, based upon a Tamawood Share price of \$3.22, as it was at the close of trading on 15 March 2022, immediately prior to the execution of the Bid Implementation Agreement.

5.4 Effect of Takeover Offer on capital structure

The effect of the Takeover Offer (and associated issues of shares relating to the Takeover Offer) on the capital of Tamawood is set out below.

	Shares
Current	29,776,789
Consideration Shares	4,968,395
TOTAL	34,745,184

5.5 Substantial Shareholders

Following Completion of the Takeover Offer, it is expected that the following will be substantial shareholders of Tamawood: (assuming 100% of AIR is acquired)

Holder	No. of Tamawood Shares	Percentage
Lev Mizikovsky Group of Entities	19,558,404	56.29%
Mutual Trust Pty Ltd	1,706,563	4.91%

5.6 Effect of takeover Offer on corporate structure

At Completion, Tamawood's structure will be as follows:

Tamawood Limited Parent Entity

Subsidiaries	Percentage of Ownership
Dixonbuild Pty Ltd	100%
DixonConstruct Pty Ltd	100%
Dixon NSW Pty Ltd	100%
DixonRes Pty Ltd	100%
Dixon Systems Pty Ltd	100%
SolarpowerRex Pty Ltd	70%
SolarRex Pty Ltd	70%
TamawoodL Pty Ltd	100%

AstiVita Bathrooms and Kitchens Pty Ltd	100%
Solarpower Pty Ltd	100%
Indent Manufacturing Pty Ltd	100%

5.7 Basis for preparation of the unaudited pro forma consolidated statement of financial position

The unaudited pro forma consolidated statement of financial position has been prepared in connection with the Takeover Offer. The unaudited pro forma consolidated statement of financial position has been prepared for illustrative purposes only. The unaudited pro forma consolidated statement of financial position as at 31 December 2021 gives effect to the Transaction as if it had occurred as at that date.

The unaudited pro forma consolidated statement of financial position is not necessarily indicative of the financial position that would have been achieved if the transaction had been completed on the dates or for the periods presented, nor do they purport to project the results of operations or the financial position of the consolidated entities for any future period or as of any future date. The unaudited pro forma consolidated statement of financial position does not reflect any special items such as integration costs or operating synergies that may be incurred or achieved as a result of the acquisition.

The unaudited pro forma consolidated statement of financial position has been prepared in accordance with the recognition and measurement principles of the International Financial Reporting Standards (**IFRS**).

In preparing the unaudited pro forma consolidated statement of financial position in accordance with IFRS, the following historical information was used:

- (a) the audited consolidated financial report of Tamawood as of and for the year ended 31 December 2021; and
- (b) the audited consolidated financial report of AIR for the year ended 31 December 2021.

In preparing the pro forma consolidated statement of financial position no alignment has been made between the accounting policies of Tamawood and AIR.

TAMAWOOD LIMITED	Tamawood	AsstVita	Combined
Pro-Forma Balance Sheet			Post-Takeover
Consolidated	\$000's	\$000's	\$000's
ASSETS			
Cash and Cash Equivalents	4,557	343	4,900
Trade and Other Receivables	25,630	854	26,484
Inventory	998	3,199	4,197
Fixed Assets	678	34	712
Investments	430	-	430
Intangible Assets	4,291	530	4,821
Other Assets	765	412	1,177
TOTAL ASSETS	37,349	5,372	42,721
LIABILITIES			
Trade and Other Payables	(6,208)	(578)	(6,786)
Tax Liabilities	(6,488)	(3)	(6,491)
Employee Liabilities	(1,046)	(102)	(1,148)
Other Liabilities	(4,066)	-	(4,066)
TOTAL LIABILITIES	(17,808)	(683)	(18,491)
NET ASSETS	19,541	4,689	24,230

5.8 Outlook for the New Tamawood Group

This Bidder's Statement does not include any financial forecasts or projections for revenue or profit in relation to Tamawood, AIR or the New Tamawood Group.

Tamawood has given careful consideration as to whether there is a reasonable basis to produce reliable and meaningful forecast financial information for the New Tamawood Group. However, the Tamawood Directors have concluded that as at the date of this Bidder's Statement, it would be misleading to provide forecast financial information for the New Tamawood Group.

6. Tamawood's Intentions Regarding AIR

6.1 Disclosure Regarding Forward-Looking Statements

This Bidder's Statement includes forward-looking statements that have been based on Tamawood's current expectations and predictions about future events including Tamawood's intentions (which include those set out in this Section 6). These forward-looking statements are, however, subject to inherent risks, uncertainties and assumptions that could cause actual results, performance or achievements of Tamawood, AIR and the New Tamawood Group to differ materially from the expectations and predictions, express or implied, in such forward-looking statements. These factors include, among other things, those risks identified in this Bidder's Statement (including those set out in Section 8).

None of Tamawood, its officers, the persons named in this Bidder's Statement with their consent or the persons involved in the preparation of this Bidder's Statement makes any representation or warranty (express or implied) as to the accuracy or likelihood of any forward-looking statements. You are cautioned not to place reliance on these statements in the event that the outcome is not achieved. These statements reflect views and opinions as at the date of this Bidder's Statement.

6.2 Tamawood's Intentions Regarding AIR

(a) Overview

Subject to the below, it is the present intention of Tamawood, on the basis of the information concerning AIR which is known to Tamawood and the existing circumstances affecting the business of AIR, that:

- (i) the business of AIR will otherwise be continued in substantially the same manner as it is presently being conducted;
- (ii) no major changes will be made to the business of AIR;
- (iii) there will not be any redeployment of the fixed assets of AIR; and
- (iv) the present three employees of AIR will continue to be employed by AIR.

The current intentions of Tamawood may change in light of material facts and circumstances at the relevant time.

(b) Intentions Upon Acquisition of 90% or More of AIR

If, as a result of the Takeover Offer, Tamawood becomes entitled to compulsorily acquire outstanding AIR Shares in accordance with Part 6A.1 of the Corporations Act, it intends to proceed with the compulsory acquisition of those AIR Shares.

Tamawood then intends to undertake the steps outlined in 6.2(a) above and seek to remove AIR from the Official List of the ASX.

(c) Intentions Upon Gaining Control (more than 50%) but Less Than 90% of AIR

Tamawood reserves its right, with AIR's consent and subject to the status of the other Conditions, to declare the Takeover Offer free from the Minimum Acceptance Condition (or any other Condition) to the Takeover Offer. Tamawood has however decided at this stage it will not free the Takeover Offer from the 90% minimum acceptance Condition but reserves its rights in respect of the other Conditions.

If, Tamawood does declare the Takeover Offer unconditional and, following the close of the Takeover Offer, AIR becomes a controlled entity but not a wholly owned subsidiary of Tamawood, Tamawood presently intends, subject to the following, and to the extent possible, and to the extent appropriate, to implement the objectives and goals mentioned in 6.2(a).

6.3 Limitations on Intentions

The extent to which Tamawood will be able to implement these intentions will be subject to:

- (a) the law and the ASX Listing Rules, in particular in relation to related party transactions and conflicts of interests; and
- (b) the legal obligation of the directors of AIR to act for proper purposes and in the best interests of AIR Shareholders as a whole.

7. Australian Tax Considerations

7.1 Overview

The following is a general summary of the Australian income tax, GST and duty considerations for AIR Shareholders who accept the Offer by Tamawood. Under the Offer, each AIR Shareholder will receive one (1) Tamawood Share for every five (5) AIR Shares held.

This summary does not provide an exhaustive consideration of all possible Australian income tax, GST and duty implications that could apply to AIR Shareholders that accept the Offer. Furthermore, this summary does not consider any tax implications in jurisdictions outside of Australia.

Only AIR Shareholders that are individuals, complying superannuation funds and corporate shareholders, trusts that hold their shares on capital account have been considered in this summary. In particular, this summary is not intended to cover AIR Shareholders who:

- (a) are exempt from Australian income tax;
- (b) hold their AIR shares on revenue account or as trading stock;
- (c) are partnerships or persons that are partners of such partnerships;
- (d) acquired their AIR shares under an employee share scheme or similar employee incentive plan; or
- (e) are subject to the taxation of financial arrangements rules in Division 230 of the *Income Tax Assessment Act 1997* in relation to gains and losses on their AIR shares.

This summary does not constitute tax advice and is intended only as a general guide to the Australian tax implications of accepting the Offer based upon Australian taxation law and administrative practice in effect as at the date of this Bidder's Statement. It does not consider any specific facts or circumstances that may apply to AIR Shareholders. As the tax consequences of accepting the Offer depend on each AIR Shareholder's individual circumstances, all AIR shareholders are advised to seek independent professional advice regarding the Australian and foreign tax consequences of accepting the Offer according to their own particular circumstances.

7.2 Australian Tax Resident Shareholders

This Section applies to AIR Shareholders that accept the Offer and are residents of Australia for Australian income tax purposes that hold their AIR shares on capital account.

(a) Capital Gains Tax (CGT) Event

By accepting the Offer, AIR Shareholders will dispose of their AIR Shares to Tamawood in exchange for the Consideration Shares, comprising Tamawood Shares. The disposal of the AIR Shares to Tamawood will give rise to a CGT event. The time of the CGT event should be the date the AIR Shares are disposed of, which will be the date that AIR Shareholders enter into a contract with Tamawood.

If an AIR Shareholder does not accept the Offer and their AIR Shares are compulsorily acquired in accordance with Part 7A.1 of the Corporations Act, the date of disposal for CGT purposes will be the date when Tamawood becomes the owner of the AIR Shares.

In the absence of CGT roll-over relief, the following tax consequences are expected to arise for AIR Shareholders:

- (i) a capital gain will be realised to the extent the capital proceeds received by AIR Shareholders from the disposal of their AIR Shares exceed the cost base of those AIR Shares; or
- (ii) A capital loss will be realised to the extent the capital proceeds received by AIR Shareholders from the disposal of their AIR shares are less than the reduced cost base of those shares.

Capital losses can be offset against capital gains derived in the same income year or in later income years. Specific loss recoupment rules apply to companies to limit their availability in future years in certain circumstances. AIR Shareholders should seek their own tax advice in relation to the operation of these rules.

(b) CGT Scrip for Scrip Roll-over Relief

AIR Shareholders who make a capital gain from the disposal of their AIR Shares may be eligible to choose CGT scrip for scrip roll-over relief (provided certain conditions are met). CGT scrip for scrip roll-over relief enables AIR shareholders to disregard the capital gain they make from the disposal of their AIR Shares under the Offer.

Broadly, for roll-over relief to be available, Tamawood must become the owner of 80% or more of the AIR Shares under the Offer and AIR Shareholders must make a capital gain on the disposal of their AIR Shares. In addition, both AIR shareholders and Tamawood must elect to utilise this rollover and AIR shareholders must inform Tamawood, in writing, of their respective cost bases. If a capital loss arises, no CGT scrip for scrip roll-over relief is available.

AIR Shareholders do not need to inform the ATO, or document their choice to claim CGT scrip for scrip roll-over relief in any particular way, other than to complete their income tax return in a manner consistent with their choice.

(c) Consequences of Choosing CGT Scrip for Scrip Roll-over Relief

If an AIR Shareholder chooses to obtain CGT scrip for scrip roll-over relief, the capital gain arising on the disposal of their AIR Shares under the Offer should be disregarded.

Further, the first element of the cost base for the Tamawood Shares received is determined by attributing to them, on a reasonable basis, the existing cost base of the AIR shares exchanged under the Offer. The first element of the reduced cost base is determined similarly.

Finally, for the purposes of determining future eligibility for the CGT Discount, the acquisition date of the Tamawood Shares is taken to be the date when the AIR Shareholder originally acquired their AIR Shares.

(d) Consequences if CGT Scrip for Scrip Roll-over Relief is not Available or is not Chosen

If an AIR Shareholder does not qualify for CGT scrip for scrip roll-over relief or does not choose to obtain CGT scrip for scrip roll-over relief, the general CGT treatment outlined above at Section 7.1(a) will apply.

If an AIR Shareholder makes a capital loss from the disposal of their AIR Shares, this loss may be used to offset capital gains in the same or subsequent years of income (subject to satisfying certain conditions). The capital loss cannot be offset against ordinary income or carried back to offset against capital gains arising in earlier income years.

(e) Capital Proceeds

The capital proceeds on the disposal of the AIR Shares should be equal to the Consideration Shares received by AIR shareholders.

The capital proceeds will be equal to the market value of the Tamawood Shares received by AIR Shareholders at the time they enter into a contract with Tamawood.

(f) Cost Base and Reduced Cost Base of an AIR Share

The cost base of an AIR share will generally be equal to the cost of acquiring the AIR Share, plus any incidental costs of acquisition and disposal (such as brokerage fees and legal costs). The reduced cost base of an AIR Share is determined in a manner similar to the cost base although some differences in the calculation of the reduced cost base may exist depending on the AIR Shareholder's particular individual circumstances. The cost base and reduced cost base of each AIR Share will depend on the individual circumstances of each AIR shareholder.

(g) CGT Discount

The CGT Discount may apply to AIR Shareholders that are individuals, complying superannuation funds or trusts, who have held, or are taken to have held, their AIR Shares for at least 12 months (not including the date of acquisition or the date of disposal) at the time of the disposal of their AIR shares.

The CGT Discount is:

- (i) one-half if the AIR Shareholder is an individual or trustee; meaning only 50% of the capital gain will be included in assessable income; and
- (ii) one-third if the AIR shareholder is a trustee of a complying superannuation entity; meaning only two-thirds of the capital gain will be included in assessable income.

The CGT Discount is not available to AIR Shareholders that are companies.

If an AIR shareholder makes a discount capital gain, any carried forward capital losses will be applied to reduce the undiscounted capital gain before either the one-half or one-third discount is applied. The resulting amount is then included in the AIR shareholder's net capital gain for the income year and included in assessable income.

The CGT Discount rules relating to trusts are complex. Accordingly, we recommend trustees seek their own independent advice on how the CGT Discount applies to them and the trust's beneficiaries.

7.3 Foreign Tax Resident Shareholders

This Section applies to AIR Shareholders that accept the Offer and are not residents of Australia for Australian income tax purposes (i.e. foreign tax residents) that hold their AIR Shares on capital account. It does not apply to AIR shareholders who have held their AIR Shares at any time in carrying on a business at or through a permanent establishment in Australia.

(a) Indirect Australian Real Property Interests

On the basis that not more than 50% of the market value of AIR's assets is attributable to Australian real property, the AIR shares would not meet the definition to be classified as indirect Australian real property interests. Therefore, there should be no CGT implications for the foreign resident AIR shareholders on disposal of their AIR shares, including CGT withholding tax.

- (b) A foreign tax resident AIR Shareholder who was previously an Australian resident and chose to disregard a capital gain or loss on ceasing to be an Australian resident will be subject to the CGT consequences on disposal of their AIR Shares as detailed in Section 7.2.

7.4 GST

No GST will be payable by AIR Shareholders on the acquisition of their AIR Shares by Tamawood under the Offer, or on the receipt of Tamawood Shares as consideration for acceptance of the Offer. AIR Shareholders who are registered for GST may not be entitled to input taxed credits (or only entitled to reduced input taxed credits) for any GST incurred on costs associated with the disposal of their AIR Shares.

7.5 Duty

No Australian duty should be payable by AIR shareholders on the acquisition of their AIR shares by Tamawood under the Offer, or on the receipt of Tamawood Shares as consideration for acceptance of the Offer.

8. Risk Factors

8.1 Overview

The business activities of Tamawood and the New Tamawood Group are subject to various risks that may impact on the future performance of Tamawood and the New Tamawood Group. Some of these risks can be mitigated by the use of safeguards and appropriate systems and controls, but some are outside the control of Tamawood and the New Tamawood Group and cannot be mitigated.

If the Offer becomes unconditional, AIR Shareholders who accept the Offer will become Tamawood Shareholders. In those circumstances, AIR Shareholders will:

- (a) continue to be exposed to the risks associated to the investment in AIR as a result of their indirect interest in AIR through Tamawood;
- (b) be exposed to the risks which are specific to an investment in Tamawood; and
- (c) be exposed to additional risks relating to the Offer and the New Tamawood Group.

The principal risk factors are explained below. These risks are not intended to be an exhaustive list of the risk factors to which Tamawood and the New Tamawood Group are exposed.

AIR Shareholders should read the Bidder's Statement carefully and consult their professional advisers before deciding whether to accept the Offer. This Section 8 has been prepared without taking into account the individual financial objectives, financial situation and particular needs of AIR Shareholders.

An investment in the New Tamawood Group carries no guarantee with respect to the payment of dividends, return of capital or price at which shares will trade and should be considered speculative.

By accepting the Offer, AIR Shareholders will be investing in Tamawood.

8.2 Risks Relating to the Offer

- (a) Transaction Completion risk

Tamawood seeks to acquire 100% of the issued capital of AIR by way of the Takeover Offer. The Takeover Offer is subject to Conditions. If any of the Conditions are not satisfied or waived (except in relation to the Minimum Acceptance Condition which cannot be waived without the consent of AIR), or any of the counterparties do not

comply with their obligations, Completion of the Takeover Offer may be deferred or not occur.

(b) Transaction Due Diligence Risk

Tamawood and its advisers have performed certain pre-acquisition due diligence on AIR. While Tamawood has obtained certain warranties from AIR under the Bid Implementation Agreement with respect to information provided by AIR, there is a risk that the due diligence conducted has not identified issues that would have been material to the decision by Tamawood to acquire AIR. A material adverse issue which was not identified prior to Tamawood's acquisition of AIR could have an adverse impact on the financial performance or operations of the relevant businesses and may have a material adverse effect on Tamawood.

(c) Issue of Tamawood Shares as consideration

AIR Shareholders are being offered specific quantities of Tamawood Shares as consideration under the Offer. As a result, the value of the consideration will fluctuate depending upon the market value of Tamawood Shares at any given time. Accordingly, the market value of the Tamawood Shares at the time you receive them may vary significantly from their market value on the date of your acceptance of the Offer.

(d) Rollover Relief

If Tamawood does not acquire a Relevant Interest in at least 80% of AIR Shares, scrip-for-scrip CGT rollover relief will not be available to AIR Shareholders. Refer to Section 7 above for further details.

(e) Sale of Tamawood Shares

Under the Offer, Tamawood will issue a significant number of new Tamawood Shares. Some holders of Tamawood Shares may not intend to continue to hold their Tamawood Shares and may wish to sell them. There is a risk that this may adversely impact on the price of and demand for Tamawood Shares.

(f) Acquisition of Less than 90% of AIR Shares

It is possible that Tamawood could acquire a Relevant Interest of less than 90% of AIR Shares on issue under the Offer. The existence of a minority interest in AIR may have an impact on the operations of the New Tamawood Group, although the degree of this impact will depend upon the ultimate level of AIR ownership acquired by Tamawood.

8.3 Specific Risks Relating to the New Tamawood Group

This Section 8.3 sets out risks that are specific to Tamawood, AIR and the New Tamawood Group.

(a) Risks in respect of Tamawood's current operations

(i) Supply chain risk

Tamawood and AIR each have a number of contractual arrangements with key suppliers and sub-contractors. Should any of these key suppliers or sub-contractors become unable to deliver the required product or service, this may impact Tamawood's ability to deliver products on time or on budget which may lead to a decline in profitability.

(ii) Loss of key management personnel

Tamawood's success largely depends upon key management personnel for the management of Tamawood as well as upon other management and technical personnel for the daily operation of Tamawood. Consequently, there is a possibility that Tamawood will be adversely affected if one or more of the key management personnel cease their employment.

(iii) Tax rules

Tax rules or their interpretation in relation to equity investments may change. In particular, both the level and basis of taxation may change. In addition, an investment in the Shares involves tax considerations that may differ for each Shareholder. Each prospective Shareholder is encouraged to seek professional tax advice in connection with any investment in Tamawood.

Tax law is complex and is subject to regular change. Changes in tax law, including various proposed but as yet not enacted changes in tax law may adversely impact Tamawood's future financial performance and position.

Resulting changes in tax arrangements may adversely impact Tamawood's future financial performance and position. In addition, future changes to other laws and regulations or accounting standards, which apply to Tamawood from time to time, could materially adversely affect Tamawood's future financial performance and position.

(iv) Competition risk

Tamawood is susceptible to competition for the provision of homes in the markets in which operates. Although Tamawood will undertake all reasonable due diligence in its business decisions and operations, it will have no influence or control over the activities or actions of its competitors, which activities or actions may positively or negatively affect the operating and financial performance of Tamawood's business.

(v) Economic Risks

General economic conditions, movements in building material prices, interest and inflation rates may have an adverse effect on Tamawood's activities, as well as on its ability to fund those activities.

Further, share market conditions may affect the value of Tamawood's securities regardless of Tamawood's operating performance. Share market conditions are affected by many factors such as:

- (A) general economic outlook;
- (B) interest rates and inflation rates;
- (C) currency fluctuations;
- (D) the demand for, and supply of, capital; and
- (E) war and other hostilities.

(vi) Force Majeure

Tamawood, now or in the future may be adversely affected by risks outside the control of Tamawood including labour unrest, civil disorder, war, subversive

activities or sabotage, extreme weather conditions, fires, floods, explosions or other catastrophes, epidemics or quarantine restrictions.

Tamawood will seek to mitigate these risks to the extent possible. However, Tamawood's ability to mitigate such risks may be limited to by occurrences outside their control.

8.4 General Risks Relating to the New Tamawood Group

(a) Risk of High Volume of Sale of Securities in Tamawood

If the Takeover Offer is successfully completed, Tamawood will have issued a significant number of new Shares to various parties. Some of the AIR Shareholders that receive Tamawood Shares as a result of the Takeover Offer may not intend to continue to hold those Shares and may wish to sell them on ASX. There is a risk that an increase in the amount of people wanting to sell Tamawood shares may adversely impact on the market price of Tamawood's securities.

There can be no assurance that there will be, or continue to be, an active market for Tamawood shares or that the price of Tamawood shares will increase. As a result, AIR Shareholders may, upon selling their Tamawood Shares, receive a market price for their securities that is less than the price at the date of this Bidder's Statement.

(b) Trading Price of Tamawood Shares

Tamawood's operating results, economic and financial prospects and other factors will affect the trading price of the Tamawood Shares. In addition, the price of Tamawood Shares is subject to varied and often unpredictable influences on the market for equities, including, but not limited to general economic conditions including the performance of the Australian dollar on world markets, inflation rates, foreign exchange rates and interest rates, variations in the general market for listed stocks in general or Australian home builder stocks in particular, changes to government policy, legislation or regulation, industrial disputes, general operational and business risks and hedging or arbitrage trading activity that may develop involving the Tamawood Shares.

In particular, the share prices for many companies have been and may in the future be highly volatile, which in many cases may reflect a diverse range of non-company specific influences such as global hostilities and tensions relating to certain unstable regions of the world, acts of terrorism and the general state of the global economy. No assurances can be made that Tamawood's market performance will not be adversely affected by any such market fluctuations or factors.

(c) Additional Requirements for Capital

The capital requirements of the New Tamawood Group depend on numerous factors. Depending on the ability of the New Tamawood Group to generate income from its operations, the New Tamawood Group may require further financing. Any additional equity financing will dilute shareholdings, and debt financing, if available, may involve restrictions on financing and operating activities. If the New Tamawood Group is unable to obtain additional financing as needed, it may be required to reduce the scope of its operations and scale back its exploration programmes as the case may be.

9. Additional Information

9.1 AIR Shareholders' intention to accept the offer

On 16 March 2022, Tamawood announced that it had entered into a Bid Implementation Agreement with AIR, and that the Takeover Offer is supported by AIR's majority shareholder, Mr Lev Mizikovsky, representing 67.94% of all AIR Shares.

Mr Lev Mizikovsky has consented to the disclosure of his intentions in this Bidder's Statement and has not withdrawn that consent before the date of this Bidder's Statement.

9.2 AIR Independent Director Recommendation

The AIR Independent Director has recommended that AIR Shareholders accept the Takeover Offer in the absence of a Superior Proposal.

9.3 Bid Implementation Agreement

On 16 March 2022, Tamawood and AIR entered into the Bid Implementation Agreement pursuant to which Tamawood made a conditional off-market Takeover Offer for all the AIR Shares on issue. The Conditions to the Takeover Offer are set out in Annexure A, Section 9.

A full copy of the Bid Implementation Agreement was lodged with the ASX on 16 March 2022 and can be obtained from Tamawood's website (at www.tamawood.com.au/investors) or on Tamawood's profile on the ASX's website at (www.asx.com.au).

9.4 Exclusivity

Under the Bid Implementation Agreement, Tamawood and AIR have agreed to an exclusivity period commencing 16 March 2022 until the earlier of Completion, termination of the Bid Implementation Agreement or 5 months after the date of the Bid Implementation Agreement, during which neither party may solicit other proposals without the other party's consent and must notify each other if a competing proposal is received. In the event that a competing proposal is received by AIR which is superior to the Takeover Offer, Tamawood will have an opportunity to vary the terms of the Takeover Offer to match or better such a Superior Proposal.

9.5 No changes to the Tamawood Board

If the Takeover Offer is successful, there will be no changes to the Tamawood board of directors.

9.6 Status of Conditions

The conditions of the Takeover Offer are set out in Section 9 of Annexure A (**Conditions**). Tamawood will use all reasonable endeavours to ensure the Conditions are satisfied as soon as possible after the date of this Bidder's Statement.

As at the date of this Bidder's Statement, Tamawood is not aware of any events which have occurred which would result in a breach or inability to satisfy the Conditions.

Tamawood will give a notice of the status of the Conditions in accordance with the Corporations Act on 12 May 2022 (subject to extension if the Offer Period is extended).

9.7 Admission of Takeover Offer Consideration

Tamawood will lodge an application for admission to Official Quotation of all Tamawood Shares issued as the Takeover Offer Consideration on ASX. Quotation will not be automatic and will depend upon ASX exercising its discretion.

As Tamawood is listed on ASX, Tamawood's actions and activities are subject to the ASX Listing Rules.

9.8 Interests and Benefits Relating to the Takeover Offer

(a) Interests

Other than as set out below or elsewhere in this Bidder's Statement, no:

- (i) Director of Tamawood;
- (ii) person named in this Bidder's Statement as performing a function in a professional, advisory or other capacity in connection with the preparation or distribution of this Bidder's Statement;
- (iii) promoter of Tamawood,

(together, the **Interested Persons**) has, or had within 2 years before the date of this Bidder's Statement, any interest in:

- (i) the formation or promotion of Tamawood;
- (ii) any property acquired or proposed to be acquired by Tamawood in connection with its formation or promotion or in connection with the offer of Tamawood Shares under the Takeover Offer; or
- (iii) the offer of Tamawood Shares under the Takeover Offer.

(b) Disclosure of Fees and Benefits Received by Certain Persons

Other than as set out below or elsewhere in this Bidder's Statement, no amounts have been paid or agreed to be paid and no benefits have been given or agreed to be given:

- (i) to a Director of Tamawood to induce them to become, or to qualify as, a Director of Tamawood; or
- (ii) for services provided by a Director of Tamawood in connection with the formation or promotion of Tamawood or the offer of Tamawood Shares under the Takeover Offer.

9.9 Tamawood's Interest in AIR Shares

As at the date of this Bidder's Statement:

- (a) Tamawood has no voting power in AIR; and
- (b) Tamawood has no Relevant Interest in AIR Shares.

Immediately before the first Takeover Offer is sent:

- (a) Tamawood has no voting power in AIR; and
- (b) Tamawood has no Relevant Interest in AIR Shares.

9.10 Tamawood Shareholder Interests in AIR

At the date of this Bidder's Statement:

- (a) Tamawood Shareholders hold 76.08% of the total AIR Shares on issue.
- (b) Mr Mizikovsky and his associated entities hold 67.94% of the total AIR Shares on issue.

9.11 Acquisitions of AIR Shares by Tamawood and its Associates

- (a) Previous 4 months

Neither Tamawood nor any Associate of Tamawood has provided, or agreed to provide, consideration for AIR Shares under any purchase or agreement during the period beginning 4 months before the date of this Bidder's Statement ending on the day immediately before the date of this Bidder's Statement.

- (b) Period before Takeover Offer

Neither Tamawood nor any Associate of Tamawood will provide, or agree to provide, consideration for AIR Shares under any purchase or agreement during the period starting on the date of this Bidder's Statement and ending on the date immediately before the date of the Takeover Offer.

9.12 No Escalation Agreements

Neither Tamawood nor any Associate of Tamawood has entered into any escalation agreement that is prohibited by Section 622 of the Corporations Act.

9.13 Collateral Benefits

- (a) Previous 4 months

During the period beginning 4 months before the date of this Bidder's Statement and ending on the day immediately before the date of this Bidder's Statement, neither Tamawood nor any Associate of Tamawood gave, or offered to give or agreed to give, a benefit to another person that was likely to induce the other person, or an Associate of that person, to:

- (i) accept the Takeover Offer; or
- (ii) dispose of their AIR Shares,

and which is not offered to all holders of AIR Shares under the Takeover Offer.

- (b) Period before Takeover Offer

During the period starting on the date of this Bidder's Statement and ending on the date immediately before the date of the Takeover Offer, neither Tamawood nor any Associate of Tamawood will give, or offer to give or agree to give, a benefit to another person that was likely to induce the other person, or an Associate of that person, to:

- (i) accept the Takeover Offer; or
- (ii) dispose of their AIR Shares,

and which is not offered to all holders of AIR Shares under the Takeover Offer.

9.14 Disclosure of Interests of Directors

The Relevant Interests of each of the Directors in Tamawood Shares as at the date of this Bidder's Statement are set out below:

Name	Tamawood Shares	% of Tamawood Share Capital
Lev Mizikovsky	16,182,789	54.35
Robert Lynch	545,354	1.83
Tim Bartholomaeus	541,260	1.82
Total	17,269,403	58.00

The Relevant Interests of each of the Tamawood Directors in AIR Shares, as at the date of this Bidder's Statement, is set out below.

Name	AIR Shares	% of AIR Share Capital
Lev Mizikovsky	16,878,075	67.94
Geoff Acton	145,157	0.58
Total	17,436,899	70.19

9.15 Fees and Benefits of Directors

The Constitution of Tamawood provides that the Directors may be paid for their services as Directors a sum not exceeding such fixed sum per annum as may be determined by Tamawood in general meeting, to be divided among the Directors and in default of agreement then in equal shares. The current sum payable to Directors, including executive directors, is \$394,715 per annum.

The annual remuneration (inclusive of superannuation) of the Tamawood Directors for the last two financial years ended 30 June 2021 and 30 June 2020 are as follows:

Director	FY	Salary, fees & leave (\$)	Super-annuation (\$)	TOTAL (\$)
Lev Mizikovsky	2021	-	-	-
	2020	-	-	-
Robert Lynch	2021	114,000	-	114,000
	2020	117,000	-	117,000
Tim Bartholomaeus*	2021	258,918	21,797	280,715
	2020	245,677	20,830	266,507

* Tim Bartholomaeus's wages are excluded from the total remuneration of Directors.

9.16 Material Litigation

Tamawood is not aware of any instituted or threatened litigation, or other legal proceedings in relation to Tamawood.

9.17 Ineligible Foreign Shareholders

AIR Shareholders who are Ineligible Foreign Shareholders will not be entitled to receive Tamawood Shares as consideration for their AIR Shares pursuant to the Takeover Offer, unless Tamawood otherwise determines.

An AIR Shareholder is an Ineligible Foreign Shareholder for the purposes of the Takeover Offer if their address as shown in the register of members of AIR is in a jurisdiction other than Australia or its external territories. However, such a person will not be an Ineligible Foreign Shareholder if Tamawood is satisfied, in its sole discretion, that it is not legally or practically constrained from making the Takeover Offer to an AIR Shareholder in the relevant jurisdiction and to issue Tamawood Shares to such an AIR Shareholder on acceptance of the Takeover Offer, and that it is lawful for the AIR Shareholder to accept the Takeover Offer in such circumstances in the relevant jurisdiction. Notwithstanding anything else in this Bidder's Statement, Tamawood is not under any obligation to spend any money, or undertake any action, in order to satisfy itself concerning any of these matters.

The Tamawood Shares which would otherwise have been issued to Ineligible Foreign Shareholders will instead be issued to the Sale Nominee who will sell these shares. The proceeds of the sale (less any transaction costs) of such shares will then be remitted to the relevant Ineligible Foreign Shareholders.

For further information, see Section 8 of Annexure A of this Bidder's Statement.

9.18 Expiry Date

No securities will be issued on the basis of this Bidder's Statement after the date which is 13 months after the date of this Bidder's Statement.

9.19 Date for Determining Holders

For the purposes of Section 633 of the Corporations Act, the date for determining the people to whom this Bidder's Statement is sent is the Register Date.

9.20 Other Material Information

There is no other information material to the making of a decision by a holder of AIR Shares whether or not to accept the Takeover Offer being information that is known to Tamawood and which has not previously been disclosed to AIR Shareholders other than as is contained elsewhere in this Bidder's Statement.

9.21 Consent

Each of the parties referred to in this Section 9.21:

- (a) to the maximum extent permitted by law, expressly disclaims and takes no responsibility for any part of this Bidder's Statement other than a reference to its name and a statement included in this Bidder's Statement with the consent of that party as specified in this Section 9.21; and

(b) has not caused or authorised the issue of this Bidder's Statement.

Each of the following has consented to being named in this Bidder's Statement in the capacity as noted below and have not withdrawn such consent prior to the lodgement of this Bidder's Statement with ASIC:

- (a) Sparke Helmore Lawyers as legal advisors to Tamawood in relation to the Takeover Offer;
- (b) Vincents Capital Management Pty Ltd as an Independent Expert in the form and context it is so named in relation to all statements made by or said to be based upon statements by Vincents Capital Management Pty Ltd, in the form and context in which they appear; and
- (c) Computershare Investor Services Pty Limited as the share registry of Tamawood.

This Bidder's Statement includes statements which are made in, or based on statements made in, documents lodged with ASIC or on Tamawood announcement platform of ASX. Under the Class Order 13/521, the parties making those statements are not required to consent to, and have not consented to, inclusion of those statements in this Bidder's Statement. If you would like to receive a copy of any of these reports or statements free of charge, please contact Tamawood's Company Secretary at geoff@dixonhomes.com.au.

10. Directors Authorisation

The Bidder's Statement is issued by Tamawood and its issue has been authorised by a unanimous resolution of the Directors.

In accordance with section 720 of the Corporations Act, each Director has consented to the lodgement of this Bidder's Statement with ASIC and has not withdrawn that consent.

This Bidder's Statement is signed for and on behalf of Tamawood by:



Robert Lynch

Non-executive Chairman

Dated 6 April 2022

11. Glossary of Terms

11.1 Definitions

In this Bidder's Statement (including its annexures), unless the context otherwise requires:

\$ or **Dollar** means Australian dollars.

Acceptance Form means the form of acceptance for the Offer accompanying this Bidder's Statement or alternatively any acceptance form sent to an AIR Shareholder by Tamawood's share registry in relation to the Offer, as the context requires.

AEST means Australian eastern standard time.

AIR, AstiVita or Target means Astivita Limited (ACN 139 461 733).

AIR Board means the board of directors of AstiVita.

AIR Share means a fully paid ordinary share in the capital of AIR.

AIR Shareholders means all persons who hold AIR Shares.

Announcement Date means 6 April 2022, being the date, the Offer was announced on ASX.

Associate has the meaning given in Chapter 6 of the Corporations Act.

ASIC means the Australian Securities and Investments Commission.

AstiVita Board Committee means any committee of the AstiVita Board or single AstiVita Director to whom the AstiVita Board has delegated the authority to consider the Offers and any Competing Transaction.

AstiVita Group means AstiVita and its Subsidiaries.

AstiVita Material Adverse Change means any of the following:

- (a) any act, omission, event, change, condition, matter, thing or circumstance occurring, or which will occur, or which is reasonably likely to occur (either individually or aggregated with other acts, omissions, events, changes, matters or circumstances) (**Matter**);
- (b) any information disclosed or announced by AstiVita, discovered or which becomes public or otherwise becomes known to Tamawood,

where that Matter or information:

- (c) has, will or is reasonably likely to have a material adverse effect on the assets, liabilities, financial position, performance, profitability or prospects of the AstiVita Group taken as a whole (whether individually or when aggregated with one or more other Matters); or
- (d) occurred before the date of the Bid Implementation Agreement but was not reasonably apparent from public filings by AstiVita before then, becomes public.

For the avoidance of doubt that Matter or information will not have nor be reasonably likely to have a material adverse effect where the financial impact of that Matter or information on the Tamawood Group does not exceed \$500,000, and in any event does not include:

- (e) those events or circumstances required to be done or procured by AstiVita pursuant to the Bid Implementation Agreement; or
- (f) any Matter or information that is known to Tamawood or its Representatives on or prior to the date of the Bid Implementation Agreement or otherwise disclosed in public filings by AstiVita with ASIC or provided to ASX on or prior to the date of the Bid Implementation Agreement (unless such Matter or information was not reasonably apparent from such filings with ASIC or ASX).

ASX means ASX Limited (ACN 008 624 691) or the Australian Securities Exchange (as the context requires).

ASX Listing Rules means the official listing rules of ASX, as amended from time to time.

ASX Settlement Corporation means ASX Settlement Pty Ltd (ACN 008 504 532).

ASX Settlement Operating Rules means the operating rules of the ASX Settlement Facility (as defined in Rule 1.1.1 and Rule 1.1.2 of the ASX Settlement Operating Rules) in accordance with Rule 1.2 which govern, inter alia, the administration of the CHESS subregisters.

Bid Implementation Agreement means the agreement between Tamawood and AIR pursuant to which Tamawood agreed to make the Takeover Offer, a copy of which was announced by Tamawood on 16 March 2022.

Bidder's Statement means this document including the Annexures.

Board or **Tamawood Board** means the board of directors of Tamawood.

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Queensland.

CGT means capital gains tax as defined in the Income Tax Assessment Act 1997 (Cth).

CGT Discount has the meaning given in Section 7.2(g).

CHESS means Clearing House Electronic Subregister System as defined in Rule 2.3.1 of the ASX Settlement Operating Rules.

CHESS Holding means a number of AIR Shares which are registered on AIR's share register being a registered administered by the ASX Settlement Corporation and which records uncertified holdings of shares.

Competing Transaction means any expression of interest, proposal, offer or transaction notified to the AstiVita Board or the AstiVita Board Committee as the case may be, which if completed substantially in accordance with its terms, would mean a person (other than Tamawood or its Related Bodies Corporate) would:

- (a) directly or indirectly, acquire an interest or Relevant Interest in or become the holder of:
 - (i) 20% or more of all AstiVita Shares;
 - (ii) voting power of more than 20% in AstiVita; or
 - (iii) all or a substantial part of the business conducted by the AstiVita Group;
- (b) acquire control of AstiVita, within the meaning of section 50AA of the Corporations Act; or
- (c) otherwise directly or indirectly acquire or merge with AstiVita or acquire an economic interest in the whole or a substantial part of AstiVita or its businesses or assets (including by takeover offer, scheme of arrangement, capital reduction, sale of assets, strategic alliance, joint venture, partnership or reverse takeover bid).

Completion means successful completion of the Takeover Offer.

Control, in respect of an entity, has the meaning given in section 50AA of the Corporations Act.

Conditions means the conditions to the Takeover Offer set out in Section 9 of Annexure A.

Consideration Shares means Tamawood Shares offered to AIR Shareholders as Takeover Offer Consideration.

Constitution means the constitution of Tamawood.

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

Director or **Tamawood Director** means a director of Tamawood as at the date of this Bidder's Statement.

Encumbrance means any mortgage, fixed or floating charge, pledge, lien, option, right to acquire a security or to restrain someone from acquiring a security (including under a right of

pre-emption or right of first refusal), assignment by way of security, trust arrangement for the purpose of providing security, retention arrangement or other security interest of any kind (including a “security interest” as defined under the *Personal Property Securities Act 2009* (Cth)), and any agreement to create any of the foregoing or allow any of the foregoing to exist.

Government Authority means:

- (a) any government or governmental, semi-governmental or local authority within the Commonwealth of Australia or any of its states and territories and any department, office, minister, commission, board, delegate or agency of any such government or authority;
- (b) any judicial or administrative entity or authority within the Commonwealth of Australia or any of its states and territories; or
- (c) any other authority, commission, board, agency or other entity established or having power under statute within the Commonwealth of Australia or any of its states and territories or the ASX Listing Rules, including ASIC, ASX and the Takeovers Panel.

Ineligible Foreign Shareholder means any AIR Shareholder whose address, as entered in the register of members of AIR, is in a jurisdiction other than Australia (and its external Territories), unless Tamawood otherwise determines after being satisfied that it is not unlawful, not unduly onerous and not unduly impracticable to make the Offer to an AIR Shareholder in the relevant jurisdiction and to issue Tamawood Shares to such an AIR Shareholder on acceptance of the Offer, and that it is not unlawful for such an AIR Shareholder to accept the Offer in such circumstances in the relevant jurisdiction.

Minimum Acceptance Condition means the condition to the Takeover Offer set out in Section 9(a) of Annexure A.

New Tamawood Group means Tamawood and its subsidiaries after successful Completion of the Takeover Offer, including without limitation AIR.

Notice of Meeting means the Notice for the Tamawood Shareholder Meeting to be held on 12 May 2022.

Offer has the same meaning as given to the term “Takeover Offer” in this Bidder’s Statement.

Offer Period means the period during which the Takeover Offer is open for acceptance.

Official List of the ASX means the official list of entities that ASX has admitted and not removed.

Prescribed Occurrence is defined as (using the terms as defined in the Bid Implementation Agreement):

- (a) AstiVita converts all or any of its shares into a larger or smaller number of shares under section 254H of the Corporations Act.
- (b) AstiVita or a Subsidiary resolves to reduce its share capital in any way.
- (c) AstiVita or a Subsidiary enters into a buy-back agreement or resolves to approve the terms of a buy-back agreement under subsection 257C(1) or 257D(1) of the Corporations Act.
- (d) AstiVita or a Subsidiary issues shares, or grants an option over its shares, or agrees to make such an issue or grant such an option, other than the issue of shares in the exercise of an options or performance right presently on issue and disclosed to ASX.

- (e) AstiVita or a Subsidiary issues, or agrees to issue, convertible notes.
- (f) AstiVita or a Subsidiary disposes, or agrees to dispose, of the whole or a substantial part of its business or property.
- (g) AstiVita or a Subsidiary grants, or agrees to grant, a security interest in the whole, or a substantial part, of its business or property.
- (h) AstiVita or a Subsidiary resolves to be wound up.
- (i) A liquidator or provisional liquidator of AstiVita or a Subsidiary is appointed.
- (j) A court makes an order for the winding up of AstiVita or a Subsidiary.
- (k) An administrator of AstiVita or a Subsidiary is appointed under section 436A, 436B or 436C of the Corporations Act.
- (l) AstiVita or a Subsidiary executes a deed of company arrangement.
- (m) A receiver, or a receiver and manager, is appointed in relation to the whole, or a substantial part, of the property of AstiVita or a Subsidiary.

Register Date means the date set by Tamawood under section 633(2) of the Corporations Act, being 5pm AEST on 6 April 2022.

Relevant Interest has the meaning given in Sections 608 and 609 of the Corporations Act.

Rights means, in respect of Your Shares, all accreditations, benefits and rights attaching to or arising from Your Shares directly or indirectly at or after the Announcement Date (including, but not limited to, all dividends and distributions and all rights to receive dividends and distributions and to receive or subscribe for shares, stock units, notes, options or other securities declared, paid, or issued by AIR).

Sale Nominee means the nominee approved by ASIC for the sale of Tamawood Shares that would otherwise be issued as Takeover Offer Consideration to Ineligible Foreign Shareholders.

Section means a section of this Bidder's Statement.

Subsidiary means a subsidiary within the meaning given to that term in Section 9 of the Corporations Act.

Superior Proposal means a Competing Transaction which is, in the determination of the AstiVita Board or AstiVita Board Committee as the case may be, acting in good faith and in order to satisfy what the AstiVita Board or AstiVita Board Committee as appropriate, consider to be the fiduciary and statutory duties of any AstiVita Director:

- (a) reasonably capable of being completed taking into account all aspects of the Competing Transaction; and
- (b) more favourable to AstiVita Shareholders than the Takeover Offer, taking into account all terms and conditions of the Competing Transaction.

Takeover Offer or **Offer** means the off-market takeover offer by Tamawood to acquire all AIR Shares (including all Rights attaching to them) in consideration for one (1) Tamawood Share for every five (25) AIR Share (on a pre-Consolidation basis), on the terms and conditions set out in this Bidder's Statement.

Takeover Offer Consideration means one (1) Tamawood Share for every five (5) AIR Shares held by AIR Shareholders to be issued to AIR Shareholders who accept the Takeover Offer.

Takeovers Panel means the body called the Takeovers Panel continuing in existence under section 261 of the *Australian Securities and Investments Commission Act 2001* (Cth) and given various powers under Part 6.10 of the Corporations Act.

Tamawood or **Bidder** means Tamawood Limited ACN 010 954 499.

Tamawood Group means Tamawood and its Subsidiaries.

Tamawood Share or **Share** means a fully paid ordinary share in the capital of Tamawood.

Tamawood Shareholder or **Shareholder** means a holder of a Tamawood Share.

Tamawood Shareholder Approval Condition means the condition to the Takeover Offer set out in Section 9(b) of Annexure A to this Bidder's Statement.

Tamawood Shareholder Meeting means a meeting of Tamawood Shareholders to consider and (if thought fit) approve the acquisition of 6,878,075 AIR Shares held by interests associated with Mr Lev Mizikovsky under the Offer for the purposes of Listing Rule 10.1;

Target's Statement means the target's statement prepared by AIR in respect of the Takeover Offer, a copy of which is enclosed with this Bidder's Statement.

Your Shares or **Your AIR Shares** means, in respect of an AIR Shareholder, all of the AIR Shares:

- (a) on issue as at the Register Date; and
- (b) to which you are able to give good title at the time you accept this Offer during the Offer Period,

including all Rights attaching to all such AIR Shares.

11.2 Interpretation

The following rules of interpretation apply unless intention appears or the context requires otherwise:

- (a) a reference to a time is a reference to Perth (Western Australian) time, unless otherwise stated;
- (b) headings are for convenience only and do not affect interpretation;
- (c) the singular includes the plural and conversely;
- (d) a reference to a Section is to a section of this Bidder's Statement;
- (e) a gender includes all genders;
- (f) where a word or phrase is defined, the other grammatical forms have a corresponding meaning;
- (g) \$, or cents is a reference to the lawful currency in Australia, unless otherwise stated;
- (h) a reference to a person includes a body corporate, an unincorporated body or other entity and conversely;
- (i) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;

- (j) a reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it;
- (k) a reference to any instrument or document includes any variation or replacement of it;
- (l) a term not specifically defined in this Bidder's Statement has the meaning given to it (if any) in the Corporations Act;
- (m) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and individually;
- (n) a reference to you is to a person to whom the Takeover Offer is made; and
- (o) the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

Annexure A - Terms of Takeover Offer

1 General Terms

- (a) Tamawood offers to acquire all of Your Shares (including all Rights attached to them) on the following terms and conditions.
- (b) The Takeover Offer Consideration being offered by Tamawood the acquisition of all of Your Shares is one (1) Tamawood Share for every five (5) AIR Shares you own, subject to the terms and conditions set out in this Takeover Offer.
- (c) If you are an Ineligible Foreign Shareholder then, unless Tamawood otherwise decides, despite any other provision of this Takeover Offer, you may be offered and may receive for Your Shares a cash amount calculated under Section 8(a) of this Annexure A.
- (d) The Tamawood Shares to be issued pursuant to this Takeover Offer will be fully paid and, from their date of issue, rank equally in all respects with existing Tamawood Shares currently on issue.
- (e) The rights and obligations of the Tamawood Shares to be issued under the Takeover Offer are summarised in Section 3.10 of the Bidder's Statement.

2 Offer Period

- (a) Unless withdrawn, this Takeover Offer will remain open for acceptance during the period commencing on the date of this Takeover Offer and ending at 19 May 2022 5:00 pm (AEST).
- (b) Tamawood reserves the right, exercisable in its sole discretion, to extend the Offer Period in accordance with the Corporations Act.
- (c) If, within the last 7 days of the Offer Period, either of the following events occurs:
 - (i) the Takeover Offer is varied to improve the consideration offered; or
 - (ii) Tamawood's voting power in AIR increases to more than 50%,then the Offer Period will automatically be extended so that it ends 14 days after the relevant events in accordance with section 624(2) of the Corporations Act.

3 Who May Accept?

- (a) An Offer on the terms and conditions set out in this Annexure A and bearing the same date is being made to each person registered as a holder of AIR Shares on AIR's register of members at 5:00pm (AEST) on the Register Date.
- (b) The Offer applies in respect of all AIR Shares on issue as at the Register Date.
- (c) A person who:
 - (i) is able, during the Offer Period, to give good title to a parcel of AIR Shares; and
 - (ii) has not already accepted this Takeover Offer in relation to those AIR Shares, may accept as if an Offer from Tamawood on terms identical with this Takeover Offer had been made to that person in relation to those AIR Shares.
- (d) If, at the time the Takeover Offer is made to you, or at any time during the Offer Period, another person is registered as the holder of some or all of Your Shares, then a corresponding offer on the same terms and conditions as this Takeover Offer will be deemed to have been made to that other person in respect of those AIR Shares.

- (e) If, at any time during the Offer Period you are registered as the holder of one or more parcels of AIR Shares as trustee or nominee for, or otherwise on account of, another person, you may accept as if a separate and distinct offer on the same terms and conditions as this Takeover Offer has been made in relation to each of those parcels and any parcel you hold in your own right. To validly accept the Takeover Offer for each distinct parcel, you must comply with the procedure in section 653B(3) of the Corporations Act and provide Tamawood with a notice stating the following:
- (i) either that the parcel is held in your own right or, if the parcel is held for a beneficiary, the name and address of each beneficiary;
 - (ii) if the parcel is held in your own right, the date of the transaction through which you acquired a legal interest in the parcel; and
 - (iii) if the parcel is held for one or more beneficiaries, the date on which each beneficiary acquired a beneficial interest in that parcel (or, if unknown, the date that the beneficiary is reasonably believed to have acquired a beneficial interest in that parcel).

If, for the purposes of complying with that procedure, you require additional copies of this Bidder's Statement and/or the Acceptance Form, please email Tamawood's Company Secretary at geoff@dixonhomes.com.au to request those additional copies.

- (f) This Takeover Offer is not registered in any jurisdiction outside Australia (unless an applicable foreign law treats it as registered as a result of the Bidder's Statement being lodged with ASIC).
- (g) If Your Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee you should contact that nominee for assistance in accepting this Takeover Offer.

4 How to Accept this Takeover Offer

- (a) You may only accept this Takeover Offer in respect of all (and not a lesser number) of Your Shares. For example, if you have 10,000 AIR Shares and you wish to accept the Takeover Offer, you may only accept this Takeover Offer in respect of 10,000 AIR Shares.
- (b) You may accept this Takeover Offer at any time during the Offer Period.
- (c) To accept this Takeover Offer for AIR Shares held in your name, you must:
- (i) complete and sign the Acceptance Form in accordance with the terms of this Takeover Offer and the instructions on the Acceptance Form; and
 - (ii) ensure that the Acceptance Form (including any documents required by the terms of this Takeover Offer and the instructions on the Acceptance Form) is received before the end of the Offer Period, at the address shown on the Acceptance Form.
- (d) Acceptance Form and Other Documents
- (i) The Acceptance Form forms part of the Takeover Offer. The requirements on the Acceptance Form must be observed in accepting the Takeover Offer.
 - (ii) For your acceptance of this Offer to be valid, you must ensure that your Acceptance Form (including any documents required by the terms of this Takeover Offer and the instructions on the Acceptance Form) are posted or

delivered by email in sufficient time for it to be received by Tamawood at the address shown on the Acceptance Form before the end of the Offer Period.

- (iii) The postage and transmission of the Acceptance Form and other documents is at your own risk.
- (iv) When accepting the Takeover Offer, you must also forward for inspection:
 - (A) if the Acceptance Form is executed by an attorney, a certified copy of the power of attorney; and
 - (B) if the Acceptance Form is executed by the executor of a will or the administrator of the estate of a deceased AIR Shareholder, the relevant grant of probate or letters of administration.

5 Validity of Acceptances

- (a) Subject to the remainder of this section 5 of this Annexure A, your acceptance of the Takeover Offer will not be valid unless it is made in accordance with the procedures set out in section 4 of this Annexure A.
- (b) Tamawood may, in its sole discretion, at any time deem any Acceptance Form it receives to be a valid acceptance in respect of Your Shares even if a requirement for acceptance has not been complied with.
- (c) Tamawood may at any time in its sole discretion:
 - (i) treat the receipt by it of an Acceptance Form during the Offer Period (or in an envelope post-marked before the expiry of the Offer Period) as a valid acceptance notwithstanding that one or more of the other requirements for a valid acceptance have not been complied with and without further communication to you; and
 - (ii) where you have satisfied the requirements for acceptance in respect of only some of Your AIR Shares, treat the acceptance as a valid acceptance in respect of all of Your AIR Shares.
- (d) In respect of any part of an acceptance treated by it as valid, Tamawood will provide you with the relevant consideration in accordance with sections 7(a) and 8 of this Annexure A, and the exercise of Tamawood's rights under this section 5 of this Annexure A will be conclusive and only evidenced by its so doing. Subject to the requirements of the Corporations Act, the payment of consideration in accordance with the Takeover Offer may be delayed until any irregularity has been resolved or waived and any other documents required to procure registration have been received by Tamawood.

6 The Effect of Acceptance

- (a) Once you have accepted this Takeover Offer, you will be unable to revoke your acceptance and the contract resulting from your acceptance will be binding on you. In addition, you will be unable to withdraw your acceptance of the Takeover Offer or otherwise dispose of Your Shares, except as follows:
 - (i) if by the end of the Offer Period of this Annexure A, the conditions in Section 90 of this Annexure A have not all been fulfilled or waived (in which case the Takeover Offer will lapse and any contract resulting from an acceptance of the Offer will be void); or
 - (ii) if the Takeover Offer is varied in accordance with the Corporations Act in a way that postpones for more than one month the time when Tamawood has to meet

its obligations under the Takeover Offer, and, at the time, the Takeover Offer is subject to one or more of the conditions in Section 90 of this Annexure A, you may be able to withdraw your acceptance in accordance with section 650E of the Corporations Act.

- (b) By following the procedures described in section 4 of this Annexure A, you will be deemed to have:
- (i) accepted this Takeover Offer (and any variation to it) in respect of all of Your AIR Shares, regardless of the number of AIR Shares specified in the Acceptance Form;
 - (ii) agreed to the terms of the Takeover Offer and, subject to the conditions contained in Section 90 of this Annexure A being fulfilled or waived, agreed to transfer to Tamawood all of Your AIR Shares (including all of the Rights attached to those AIR Shares);
 - (iii) in the event that the ASX requires that AIR Shareholders who receive Tamawood Shares as Takeover Offer Consideration enter into restriction agreements on the terms set out in the ASX Listing Rules, irrevocably appointed Tamawood and its Directors as your attorney for the purpose of executing such a restriction agreement;
 - (iv) authorised Tamawood to complete the Acceptance Form by correcting any errors in or omissions from the Acceptance Form as may be necessary:
 - (A) to make the Acceptance Form an effective acceptance of this Takeover Offer; and/or
 - (B) to enable registration of the transfer to Tamawood of Your AIR Shares;
 - (v) irrevocably authorised and directed AIR to pay to Tamawood or to account to Tamawood for all dividends and other distributions and entitlements which are declared, paid or which arise or accrue after the date of this Takeover Offer in respect of Your AIR Shares (subject to Tamawood accounting to you for any dividends, distributions or entitlements received by it if your acceptance of this Takeover Offer is validly withdrawn pursuant to Section 650E of the Corporations Act or the contract resulting from that acceptance becomes void);
 - (vi) represented and warranted to Tamawood that:
 - (A) Tamawood will acquire good title to and beneficial ownership of all of Your AIR Shares free from all Encumbrances (whether legal or equitable) and other third-party interests of any kind;
 - (B) you have paid AIR all amounts which are due in respect of Your AIR Shares;
 - (C) all of Your AIR Shares are fully paid; and
 - (D) you have full power and capacity to accept the Takeover Offer and to sell and transfer the legal and beneficial ownership of Your AIR Shares (including all Rights attached to them) to Tamawood;
 - (vii) unless you are an Ineligible Foreign Shareholder, agreed to accept the Tamawood Shares to which you become entitled by accepting this Takeover Offer subject to the Constitution and the terms of issue of the Tamawood Shares and to have

authorised Tamawood to place your name on its register of shareholders as the holder of the Tamawood Shares issued to you under the Takeover Offer;

- (viii) acknowledged and agreed that if you are an Ineligible Foreign Shareholder, Tamawood will arrange for any Tamawood Shares otherwise issuable to you to be issued and sold, and the proceeds (less any transaction costs) to be remitted to you, as described in section 8 of this Annexure A;
- (ix) represented and warranted to Tamawood that the making by Tamawood to you, and your acceptance, of this Takeover Offer is lawful under any foreign law which applies to you, to the making of this Takeover Offer, and to your acceptance of this Takeover Offer;
- (x) with effect from the later of acceptance of the Takeover Offer and the date that any contract resulting from that acceptance becomes or is declared unconditional, appointed (and agreed not to revoke that appointment) Tamawood and each of its directors, secretaries and other officers from time to time severally as your agent and true and lawful attorney, with power to do all things which you could lawfully do concerning Your AIR Shares or in exercise of any right or power derived from the holding of Your AIR Shares including, without limitation:
 - (A) attend and vote in respect of Your AIR Shares at any and all meetings of the members of AIR;
 - (B) requisition or join with other holders of AIR Shares in requisitioning and/or convening a meeting of the members of AIR;
 - (C) demand a poll for any vote to be taken at any meeting of the members of AIR;
 - (D) propose or second any resolutions to be considered at any, and all meetings of AIR Shareholders;
 - (E) execute all forms, transfers, assignments, notices, instruments (including instruments appointing a director of Tamawood as a proxy in respect of all or any of Your AIR Shares and a transfer form for Your AIR Shares), proxies, consents, agreements and resolutions relating to your AIR Shares;
 - (F) request AIR to register in the name of Tamawood all of Your AIR Shares; and
 - (G) do all things incidental or ancillary to the foregoing,

and to have agreed that in exercising the powers conferred by that power of attorney, the attorney shall be entitled to act in the interests of Tamawood as the beneficial owner and intended registered holder of Your AIR Shares and to have further agreed to do all such acts, matters and things that Tamawood may require to give effect to the matters the subject of this paragraph (including the execution of a written form of proxy to the same effect as this paragraph which complies in all respects with the requirements of the constitution of AIR) if requested by Tamawood. This appointment is irrevocable and terminates upon the earlier of registration of a transfer to Tamawood of Your AIR Shares, withdrawal of your acceptance of the Offer in accordance with section 650E of the Corporations Act and withdrawal of this Takeover Offer by Tamawood in accordance with section 652A of the Corporations Act;

- (xi) with effect from the later of acceptance of the Takeover Offer and the date that any contract resulting from that acceptance becomes, or is declared unconditional, agreed not to vote in person at any general meeting of AIR or to exercise (or purport to exercise) in person, by proxy or otherwise, any of the powers conferred on Tamawood and the directors, secretaries and other officers of Tamawood by Section 6(b)(x) of this Annexure A;
 - (xii) irrevocably authorised Tamawood to notify AIR on your behalf that your place of address for the purposes of serving notices in respect of Your AIR Shares is the address specified by Tamawood in the notification;
 - (xiii) represented and warranted to Tamawood that, unless you have notified Tamawood in accordance with Section 3(e) of this Annexure A, Your AIR Shares do not consist of one or more separate parcels of AIR Shares; and
 - (xiv) agreed, subject to the conditions of this Takeover Offer in Section 90 of this Annexure A being fulfilled or freed, to execute all such documents, transfers and assurances, and do all such acts, matters and things that Tamawood may consider necessary or desirable to transfer and convey Your AIR Shares (including all Rights attaching to them) to Tamawood.
- (c) The representations, warranties, undertakings and authorities referred to in this Section 6 of this Annexure A will (unless otherwise stated) remain in force after you receive the consideration for Your AIR Shares and after Tamawood becomes the register as the holder of Your AIR Shares.

7 Payment of Consideration

- (a) Subject to the terms of this Takeover Offer and the Corporations Act, Tamawood will provide the consideration for Your Shares on or before the earlier of:
- (i) one month after the date of your acceptance or, if this Takeover Offer is subject to a defeating condition when you accept this Takeover Offer, within one month after this Takeover Offer becomes unconditional; and
 - (ii) 21 days after the end of the Offer Period.
- Notwithstanding the above, Tamawood will endeavour to issue the Takeover Offer Consideration approximately 10 days after the Takeover Offer closes.
- (b) Under no circumstances will interest be paid on the consideration to which you are entitled under the Takeover Offer, regardless of any delay in providing the consideration or any extension of the Takeover Offer.
- (c) Where the Acceptance Form requires an additional document to be given with your acceptance (such as a power of attorney):
- (i) if that document is given with or at the same time as your acceptance, Tamawood will provide the consideration in accordance with section 7(a) of this Annexure A;
 - (ii) if that document is given after acceptance and before the end of the Offer Period while this Takeover Offer is subject to a defeating condition, Tamawood will provide the consideration by the end of whichever of the following periods ends earlier:
 - (A) within one month after this Takeover Offer becomes unconditional; or
 - (B) 21 days after the end of the Offer Period;

- (iii) if that document is given after acceptance and before the end of the Offer Period while this Takeover Offer is not subject to a defeating condition, Tamawood will provide the consideration due to you on or before the earlier of:
 - (A) one month after that document is given to Tamawood; and
 - (B) 21 days after the end of the Offer Period; and
 - (iv) if that document is given after acceptance and after the end of the Offer Period, and the Takeover Offer is not subject to a defeating condition, Tamawood will provide the consideration within 21 days after that document is given to Tamawood. However, if at the time the document is given, the Takeover Offer is still subject to a defeating condition that relates only to the happening of an event of circumstances referred to in section 652C(1) or (2) of the Corporations Act, Tamawood will provide the consideration for you within 21 days after the Takeover Offer becomes unconditional.
- (d) Subject to section 8 of this Annexure A, the obligation of Tamawood to allot and issue any Tamawood Shares to which you are entitled as a result of your acceptance of this Takeover Offer will be satisfied by:
- (i) entering your name on the register of members of Tamawood; and
 - (ii) dispatching or procuring the dispatch to you by pre-paid post to your last recorded address on AIR's register of members (or as stated in your Acceptance Form, if different), or by email in the case of holders that have designated a preference for electronic communication, a confirmation of the issue of Tamawood Shares in your name. If Your Shares are held in a joint name, an uncertificated holding statement will be issued in the name of the first person that appears on AIR's register of members, and forwarded to your last recorded address on AIR's register of members (or as stated in your Acceptance Form, if different).
- (e) If, at the time you accept the Takeover Offer, any of the following:
- (i) the Autonomous Sanctions Regulations 2011 (Cth);
 - (ii) *Charter of the United Nations (Sanctions – Al-Qaida) Regulations 2008* (Cth);
 - (iii) *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth);
 - (iv) any other law of Australia,
- require that an authority, clearance or approval of the Australian Department of Foreign Affairs and Trade or the Australian Taxation Office be obtained before you receive any consideration for Your Shares, or would make it unlawful for Tamawood to provide any consideration to you for Your Shares, you will not be entitled to receive any consideration for Your Shares until all requisite authorities, clearances or approvals have been received by Tamawood.

8 Ineligible Foreign Shareholders

- (a) If you are an Ineligible Foreign Shareholder, you may not be entitled to receive Tamawood Shares as the consideration for Your Shares as a result of accepting the Takeover Offer, and Tamawood will, subject to receiving ASIC approval for the appointment of a sale nominee:
 - (i) arrange for the issue to a nominee approved by ASIC (the **Sale Nominee**) of the number of Tamawood Shares to which you and all other Ineligible Foreign

Shareholders would have been entitled but for section 1(c) of this Annexure A and the equivalent provision of each other Offer;

- (ii) cause the Tamawood Shares so issued to be offered for sale by the Sale Nominee on ASX as soon as practicable and otherwise in the manner, at the price and on such other terms and conditions as are determined by the Sale Nominee acting in good faith; and
- (iii) cause the Sale Nominee to pay, to you the amount ascertained in accordance with the following formula (calculated on an average basis so that all Ineligible Foreign Shareholders who accept the Takeover Offer receive the same proceeds per AIR Share, subject to rounding):

$$\frac{\text{Net Proceeds of Sale x Your Tamawood Shares}}{\text{Total Nominee Tamawood Shares}}$$

Where:

Net Proceeds of Sale means the amount which is received by the Sale Nominee upon the sale of all Tamawood Shares under this Annexure A section 8(a);

Your Tamawood Shares means the number of Tamawood Shares which would have been issued to you under the Offer; and

Total Nominee Tamawood Shares means the total number of Tamawood Shares allotted to the Sale Nominee.

- (b) You will be paid your share of the proceeds of the sale of Tamawood Shares by the Sale Nominee in Australian currency.
- (c) Payment will be made by cheque payable in Australian Dollars and drawn on an Australian bank branch posted to you at your risk by ordinary mail (or in the case of overseas shareholders by airmail) as soon as practicable and in any event within the period required by the Corporations Act to your last recorded address on AIR register of members (or as stated in your Acceptance Form, if different).
- (d) Under no circumstances will interest be paid on your share of the proceeds of the sale of AIR Shares by the Sale Nominee, regardless of any delay in remitting these proceeds to you or your receipt of those proceeds.

9 Conditions of this Takeover Offer

The Takeover Offer and any contract that results from acceptance of the Takeover Offer is subject to the fulfilment of the following conditions:

- (a) **Minimum Acceptance**

At or before the end of the Offer Period, Tamawood has a Relevant Interest in 90% of the aggregate of the AstiVita Shares on issue (on a fully diluted basis).
- (b) **Tamawood Shareholder Approval**

Approval of the acquisition of 16,878,075 AIR Shares held by interests associated with Mr Lev Mizikovskiy under the Offer for the purposes of Listing Rule 10.1.
- (c) **No regulatory action**

Between the Announcement Date and the end of the Offer Period (each inclusive):

- (i) there is not in effect any preliminary or final decision, order or ruling issued by any Government Authority;
- (ii) no application is made to any Government Authority (other than by Tamawood or any associate of Tamawood);
- (iii) no action or investigation is announced, commenced, or threatened by any Government Authority,

in consequence of or in connection with the Offers (other than an application to, or a decision or order of, or action or investigation by, ASIC or the Takeovers Panel in exercise of the powers and discretions conferred by the Corporations Act) which restrains, prohibit or impedes, or threatens to restrain, prohibit or impede, or materially impact on, the making of the Offers and the completion of any transaction completed by the Bidder's Statement (including, without limitation, full, lawful, timely and effectual implementation of Tamawood's intentions expressed in the Bidder's Statement) or which requires the divestiture by Tamawood of any AstiVita Shares or any material assets of the AstiVita Group.

(d) No Prescribed Occurrences

Between the Announcement Date and the date 3 business days after the end of the Offer Period (each inclusive) no Prescribed Occurrence occurs.

(e) Conduct of business

Between the Announcement Date and the end of the Offer Period (each inclusive), no member of the AstiVita Group:

- (i) announces, declares, determines to pay, makes or pays any dividend or other distribution (whether in cash or in specie);
- (ii) incurs capital expenditure exceeding \$50,000 or, except in the ordinary course of trading, transfers or otherwise disposes of or creates any Encumbrance in respect of, assets having a value exceeding \$50,000;
- (iii) acquires or disposes of any shares or other securities in any body corporate or any units in any trust, or substantially all of the assets of any business other than in the ordinary course of business, except where the aggregate consideration paid or received by all members of the AstiVita Group for all such acquisitions or disposals does not exceed \$50,000 or enters into, or terminates any participation in, any partnership, joint venture or similar commitment;
- (iv) borrows an amount which when combined with all other amounts borrowed since the Announcement Date exceeds \$100,000 or enters into any swap, option, futures contract, forward commitment or other derivative transaction;
- (v) enters into, waives any material rights under, varies or terminates any contract, commitment or arrangement which may require annual expenditure by the relevant member of AstiVita Group in excess of \$100,000 or is otherwise of material importance to the business of the AstiVita Group;
- (vi) enters into any unusual or abnormal contract or commitment which is outside the ordinary course of business and which could reasonably be expected to:
 - (A) change the nature of the business conducted by the AstiVita Group; or

- (B) have a material adverse impact on the business conducted by the AstiVita Group;
- (vii) other than in the ordinary course of business and consistent with past practice, AstiVita or any of its subsidiaries disposes of, acquires or agrees to dispose of or acquire, or creates or agrees to create an equity interest in respect of any assets (including, without limitation, under any joint venture or similar deed), properties or businesses, or incurs, agrees to incur or enters into a commitment or a series of commitments involving capital expenditure by the AstiVita Group, whether in one or more transactions, where the amounts or value involved in such transaction or transactions, commitments or series of commitments exceeds \$100,000 in aggregate;
- (viii) accelerates the rights of any of its directors or employees to compensation or benefits of any kind (including, without limitation, the vesting of any performance rights);
- (ix) increases the remuneration of, makes any bonus payment, retention payment or termination payment (being a payment which is in addition to their existing contractual entitlements) to, or otherwise changes the terms and conditions of employment of:
 - (A) any directors of AstiVita; or
 - (B) any employee of any member of the AstiVita Group whose total employment cost exceeds \$100,000.
- (x) issues any securities convertible into AstiVita Shares;
- (xi) changes its constitution (including adopting a new constitution or modifying or repealing its constitution or a provision of it) or passes any resolution of shareholders or any class of shareholders;
- (xii) commences, compromises or settles any litigation or similar proceedings for an amount exceeding \$100,000;
- (xiii) becomes insolvent; or
- (xiv) agrees, conditionally or otherwise, to do any of the things referred to in paragraphs (i) to (xiii) above, or announces or represents to any person that any of those things will be done, unless the doing of that thing:
 - (A) is authorised or otherwise permitted by the terms of the Bid Implementation Agreement; or
 - (B) was otherwise fairly disclosed to Tamawood by AstiVita before the Announcement Date.
- (f) No inaccurate public information

Tamawood does not become aware, during the period between the Announcement Date and the end of the Offer Period (each inclusive) that:

 - (i) any document lodged by or on behalf of AstiVita with ASIC; or
 - (ii) any other public statement made by or on behalf of AstiVita, is inaccurate or misleading in any material way, including by omission.
- (g) No AstiVita Material Adverse Change

Between the Announcement Date and the end of the Offer Period (each inclusive), no AstiVita Material Adverse Change occurs.

- (h) No breach of Representation or Warranty

Between the Announcement Date and the end of the Offer Period (each inclusive), the warranties in provided by AIR are true and correct in all material respects.

10 Freeing the Takeover Offer of Conditions

- (a) Except in respect of the Minimum Acceptance Condition which cannot be waived without the consent of AIR, Tamawood may free this Takeover Offer, and any contract resulting from its acceptance, from all or any of the conditions in Section 9 of this Annexure A by giving notice to AIR declaring the Takeover Offer to be free from the relevant Conditions specified in accordance with section 650F of the Corporations Act. This notice may be given not less than 7 days before the end of the Offer Period.
- (b) Tamawood may only waive the Minimum Acceptance Condition, Tamawood Shareholder Approval Condition with the prior written consent of AIR.
- (c) If, at the end of the Offer Period, any of the Conditions in Section 9 of this Annexure A has not been fulfilled and Tamawood has not declared the Takeover Offer (or it has not become) free from the relevant condition, all contracts resulting from the acceptance of the Takeover Offer will be automatically void.

11 Notice of Status of Conditions

The date for giving the notice required by section 630(1) of the Corporations Act is 12 May 2022, subject to extension in accordance with 630(2) if the Offer Period is extended.

12 Quotation

- (a) An application will be made to ASX for the granting of quotation of the Tamawood Shares to be issued in accordance with the Takeover Offer. However, quotation is not granted automatically on application.
- (b) Pursuant to the Corporations Act, this Takeover Offer and any contract that results from your acceptance of it is subject to conditions that:
- (i) application for permission to quotation is made within 7 days after the start of the Offer Period; and
 - (ii) permission for quotation by ASX (as the circumstances require) of the Tamawood Shares to be issued pursuant to the Takeover Offer being granted no later than 7 days after the end of the Offer Period. If this condition is not fulfilled, all contracts resulting from the acceptance of the Takeover Offer will be automatically void.

13 Withdrawal of Offer

- (a) Tamawood may withdraw this Takeover Offer at any time before you accept it, but only with the consent in writing of ASIC (which consent may be given subject to such conditions, if any, as are imposed by ASIC). If ASIC gives such consent, Tamawood will give notice of the withdrawal to ASX and to AIR and comply with any other conditions imposed by ASIC.
- (b) Subject to any conditions imposed by ASIC in its consent, if Tamawood withdraws the Offer, the Offer, to the extent not previously accepted automatically becomes incapable of acceptance and any contract resulting from acceptance of the Offer before the withdrawal will be automatically void.

14 Variation

Tamawood may vary this Takeover Offer in accordance the Corporations Act.

15 Duty or Other Costs

- (a) All costs and expenses of the preparation, dispatch and circulation of this Takeover Offer and any duty payable in respect of the transfers will be paid by Tamawood.
- (b) As long as Your AIR Shares are registered in your name and you deliver them directly to Tamawood, you will not incur any brokerage in connection with your acceptance of this Takeover Offer.

16 Governing Law

This Takeover Offer and any contract that results from your acceptance of this Takeover Offer is governed by the laws in force in Queensland.

17 Date of Offer

This Takeover Offer is dated 6 April 2022.