
BELL POTTER

Facsimile Transmission

Bell Potter Securities Limited
ABN 25 006 390 772 AFS Licence No. 243480
TEL: 61 3 9256 8700
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www.bellpotter.com.au

ATTENTION:	Market Announcements Office	FAX:	1300 135 638
COMPANY:	ASX		
FROM:	Cindy-Jane Lee, General Counsel	DATE:	29 November 2013
SUBJECT:	Form 603 – Notice of change of initial substantial holder		

No of pages (including this sheet): 28

Dear Sir/Madam

Please find attached a *Form 603 – Notice of Initial substantial holder (Form 603)*.

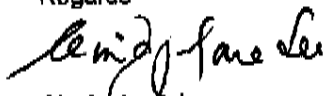
Pursuant to:

- a Block Trade Agreement – Sale of Shares and Options in RCG Corporation Limited (RCG) dated 26 November 2013 (Block Trade Agreement) between Bell Potter Securities Limited (Bell) and the vendors named in Schedule 1 to that Agreement; and
- section 608 of the *Corporations Act 2001*,

Bell has acquired a relevant interest in RCG as set out in the attached Form 603 to which the Block Trade Agreement is annexed as "Annexure A". Upon settlement of the sale under the Block Trade Agreement, Bell will cease to have a relevant interest.

Please contact Cindy-Jane Lee on 03 9235 1961 if you have any questions in relation to this matter.

Regards


Cindy Jane Lee
General Counsel

Form 603

Corporations Act 2001

Section 671B

Notice of initial substantial holder

To Company Name/Scheme RCG CORPORATION LIMITED

ACN/ARSN 108 096 251

1. Details of substantial holder (1)
Name BELL FINANCIAL GROUP LIMITED ("BFG") and its controlled body corporate,
Bell Potter Securities Limited ABN 25 006 390 772 ("Bell Group Entities")

ACN/ARSN (if applicable) 59 083 194 763

The holder became a substantial holder on 26/11/2013

2. Details of voting power

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

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary	28,462,997	28,462,997	11.30%

3. Details of relevant interests

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

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
Bell Potter Securities Limited	Pursuant to the Block Trade Agreement (see Annexure A)	28,462,997 Ordinary

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number of securities
Bell Potter Securities Limited	See Annexure A	Bell Potter Securities Limited	28,462,997

5. Consideration

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

Holder of relevant interest	Date of acquisition	Consideration (9)		Class and number of securities
		Cash	Non-cash	
Bell Potter Securities Limited	26 November 2013		See Annexure A	28,462,997

6. Associates

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

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

7. Addresses

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

Name	Address
Bell Group Entities	Level 29, 101 Collins Street, Melbourne VIC 3000

Signature

print name DEAN DAVENPORT capacity COMPANY SECRETARY
sign here  date 29 ' 11 ' 2013

ANNEXURE A

This is the annexured marked 'A' of 25 pages referred to in Form 608 - Notice of initial substantial shareholder.

BELL POTTER


DEAN DAVENPORT
Company Secretary
29 November 2013

26 November 2013

The companies and persons specified in Schedule 1 (Vendors)

Dear Sirs

Block Trade Agreement - Sale of Shares and Options in RCG Corporation Limited (Company)

1. Background

1.1 Bell Potter Securities Limited (Bell Potter) is pleased to confirm its appointment by the Vendors to act as broker and manager (Lead Manager) to manage the sale of the fully paid ordinary shares and options in the Company held by or on behalf of the Vendors which are specified in Schedule 1 (Sale Securities) by procuring purchasers for such Sale Securities (Sale), and underwriting the Sale of the Sale Securities, on the terms and conditions set out in this letter (Agreement).

1.2 This Agreement is binding on Bell Potter and the Vendors.

2. Terms of the Sale

2.1 The Vendors agree to sell the Sale Securities and exclusively appoint the Lead Manager to manage the Sale of the Sale Securities by procuring purchasers for the Sale Securities and nominate purchasers of the Sale Securities. Purchasers may include the Lead Manager's related bodies corporate (within the meaning of the term 'related body corporate' in sections 9 and 50 of the Corporations Act (Related Bodies Corporate)) and may be determined by the Lead Manager in its discretion.

2.2 The sale price for the Sale Securities will be the price per Sale Security as agreed by the Vendors and the Lead Manager (Sale Price). The relevant Sale Proceeds will be the Sale Price multiplied by the relevant number of Sale Securities.

2.3 The Sale Securities will only be offered to;

- (a) in Australia to persons, to whom a disclosure document is not required to be provided under Part 6D.2 of the Corporations Act (which includes 'sophisticated investors' within the meaning of section 708(8) of the Corporations Act and 'professional investors' within the meaning of section 708(11) of the Corporations Act); and
- (b) in other countries other than the United States, to persons to whom offer for sale of securities may lawfully be made without requiring the preparation, delivery, lodgement or filing of any prospectus or other disclosure document or any other lodgement, registration or filing with, or approval by, a government agency (other than any such requirement with which the Vendors and/or Company are willing to comply), as determined by the Lead Manager.

2.4 Any person that purchases Sale Securities will be required to confirm, among other things:

- (a) its status as a person who meets the requirements of clause 2.3; and

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- (b) its compliance with all relevant laws and regulations (including the takeover and inside trading provisions of the Corporations Act and the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* (FATA).

3. Conduct of the Sale

- 3.1 The parties agree to conduct the Sale in accordance with the timetable in Schedule 3 of this Agreement (Timetable) (unless the parties consent in writing to a variation).

3.2 To facilitate the Sale of the Sale Securities:

- (a) on the date of this Agreement, the Lead Manager and each Vendor will take all necessary steps to open an account in the name of each Vendor in accordance with the Lead Manager's usual practice; and
- (b) each Vendor will do all such other things as necessary or reasonably required by the Lead Manager to enable the Lead Manager to sell the Sale Securities at the Sale Price.

3.3 In relation to the Sale Securities identified in Schedule 1 as options, the Sale will be conducted as follows:

- (a) the Lead Manager will acquire those options from the relevant Vendors;
- (b) the Lead Manager will exercise those options and sell the ordinary shares issued upon exercise of those options as part of the Sale; and
- (c) the relevant Vendor acknowledges that the Lead Manager will be entitled to deduct from the Sales Proceeds for such ordinary shares an amount equal to the total exercise price for the relevant options and will pay the relevant Vendor an amount equal to the remaining balance less the Vendor's share of any fees.

4. Underwriting

- 4.1 Subject to the terms of this Agreement, including clause 10, the Lead Manager agrees to underwrite the Sale of the Sale Securities and, if by midnight on the Sale Date, there remain any Sale Securities for which the Lead Manager has not received binding agreements to purchase (such remaining Sale Securities being the **Shortfall Securities**), then the Lead Manager must purchase or procure the purchase of such Shortfall Securities, and pay the Sale Proceeds for such Shortfall Securities to the Vendors on the Settlement Date.

5. Settlement

- 5.1 The Lead Manager must procure the purchase of, or purchase pursuant to clause 4, the Sale Securities on the Sale Date (as defined in the Timetable) by way of one or more special crossings in accordance with the ASX Settlement Operating Rules and ASX Operating Rules at the Sale Price, with settlement to follow on a T+3 basis in accordance with the ASX Settlement Operating Rules and ASX Settlement Rules (Settlement Date).
- 5.2 By 3:00 pm on the Settlement Date, the Lead Manager must pay or procure the payment to each Vendor of an amount equal to the Sale Proceeds for the Sale Securities sold for that Vendor less that Vendor's proportionate share of fees payable to the Lead Manager pursuant to clause 6, by transfer to each Vendor's nominated account for value (in cleared funds) against delivery of the Sale Securities.

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- 5.3 Each Vendor agrees to instruct any custodian holding any of its Sale Securities to deliver such Sale Securities as directed by the Lead Manager.

6. Fees

- 6.1 In consideration of performing its obligations under this Agreement, the Lead Manager is entitled to receive such fees, as agreed between the Lead Managers and the Vendors.

- 6.2 All such fees will be borne proportionately by each Vendor that in proportion that the number of the Sale Securities sold for that Vendor bears to the total number of Sale Securities sold as part of the Sale. Each Vendor authorises the Lead Manager to deduct their proportionate shares of fees from the Sale Proceeds.

- 6.3 All fees payable by the Vendor to the Lead Manager and all costs, charges, expenses, damages or losses or other Liabilities which the Lead Manager may have incurred or paid and for which the Vendors are liable to reimburse or indemnify to the Lead Manager, may be deducted and set off by the Lead Manager from the Sale Proceeds and any other amounts payable by the Lead Manager or their Related Bodies Corporate to the Vendors under this Agreement to the extent permitted by any applicable law. The Lead Manager must promptly give written notice to the Vendors of any amounts set off by the Lead Manager pursuant to this clause 6.3.

7. Undertakings

- 7.1 Each Vendor undertakes to:

- (a) not, prior to settlement on the Settlement Date commit, be involved in or acquiesce in any activity which breaches:
 - (i) the Corporations Act and any other applicable laws;
 - (ii) the constitution of the Company;
 - (iii) the ASX Listing Rules and ASX Operating Rules; and
 - (iv) any legally binding requirement of ASIC or the ASX; and
- (b) promptly notify the Lead Manager of any breach of any warranty or undertaking given by it under this Agreement,

each of these undertakings being material terms of this Agreement.

8. Representations and warranties

- 8.1 Each Vendor represents and warrants the Lead Manager that at the date of this Agreement and at all times until and including the Settlement Date, each of the following statements is true and accurate and not misleading in any way:

- (a) **(body corporate)** If the Vendor is a body corporate, it is validly existing and duly established under the laws of its place of incorporation;
- (b) **(capacity and authority)** the Vendor has the full legal capacity, authority and power to enter into this Agreement and carry out the transactions contemplated by this agreement, including the sale of the Sale Securities, and no person has a conflicting right, whether contingent or otherwise, to purchase or be offered for purchase the Sale Securities, or any of them;

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- (c) **(agreement effective)** this Agreement constitutes the Vendor's legal, valid and binding obligations, enforceable against it in accordance with its terms;
- (d) **(no infringement of laws or agreement)** the execution, delivery and performance of this Agreement by the Vendor will not infringe any law or regulation (including the Corporations Act or ASX Listing Rules) and is not and will not result in any breach of the terms of, or constitute a default under, any instrument or agreement to which the Vendor is a party or by which it is bound under this Agreement;
- (e) **(control)** the Vendor does not control the Company (with "control" has the meaning given in section 50AA of the Corporations Act);
- (f) **(ownership)** the Vendor is, and will be on the Settlement Date, the registered holder and sole legal owner of the number of Sale Securities specified in Schedule 1 and the beneficial owner of such Sale Securities, except to the extent specifically set out in Schedule 1;
- (g) **(no encumbrances)** the Vendor will transfer, under the terms of this Agreement, the full legal and beneficial ownership of the Sale Securities free and clear of all liens, charges, security interests, claims, equities and pre-emptive rights, subject to the registration of the transferee in the register of shareholders of the Company;
- (h) **(ranking of Sale Securities)** the Sale Securities rank equally with all other fully paid ordinary shares in the Company for all dividends, distributions, rights and other benefits in accordance with the Company's constitution and may be offered for sale on the financial market operated by ASX without disclosure to investors under Chapter 6D or Part 7.9 of the Corporations Act;
- (i) **(quotation of Sale Securities)** the Sale Securities are quoted on the financial market operated by the ASX;
- (j) **(compliance with laws rules and regulations)** in relation to the Sale Securities and the Sale and the performance of its obligations under this Agreement, the Vendor has complied with all applicable obligations under the Corporations Act, FATA and all other applicable laws, rules and regulations;
- (k) **(continued compliance)** in relation to the Sale Securities and the Sale, the Vendor is subject to and will comply with the Company's constitution, the Corporations Act and the ASX Listing Rules;
- (l) **(information provided)** to the best of the Vendor's knowledge, the information provided by the Vendor to the Lead Manager, in relation to the Company, is true and correct in all material respects and not misleading or deceptive whether by omission or otherwise;
- (m) **(inside information)** the Vendor and/or its associates do not possess any "inside information" (as that term is defined in section 1042A of the Corporations Act) in relation to the Company or the Sale Securities (except information relating to the Sale of the Sale Securities) and the Sale of the Sale Securities will not result in a contravention by the Vendor and/or its associates of Division 3 of Part 7.10 of the Corporations Act;

8.2 Each Vendor acknowledges that Bell Potter has entered into this Agreement in reliance on the representations, warranties and undertakings given by them in this Agreement. The

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representation and warranties in this clause 8 continue in full force and effect notwithstanding completion of the Sale of the Sale Securities and this Agreement.

8.3 Each Vendor agrees to notify Bell Potter promptly of any change affecting any of the above representations and warranties.

8.4 Each Vendor authorises the Lead Manager to notify potential purchasers of the Sale Securities that the Vendor has made the representations and warranties contained in clause 8.1 of this Agreement and also authorises the Lead Manager to disclose the identity of the Vendor to potential purchasers.

9. Indemnity

9.1 In this clause 9:

- (a) **Claims** means a demand, claim, action or proceeding brought against a person, however arising and whether present, unascertained, immediate, future or contingent;
- (b) **Liabilities** means Claims, losses (including loss of profit or losses or costs incurred in preparation for, or involvement in connection with, any prosecution, investigation, enquiry or hearing by ASIC, ASX or any governmental authority or agency), damages, proceedings, liabilities, costs (including reasonable legal costs on a solicitor and own client basis and whether incurred by or awarded against the Indemnified Party) or expenses of any kind however arising, including penalties, fines and interest including those which are prospective or contingent and those the amount of which for the time being is not ascertained or ascertainable; and
- (c) **Indemnified Parties** means the Lead Manager and its Related Bodies Corporate and their respective directors, officers, employees and advisers (as the case may be).

9.2 Subject to clause 9.4, each Vendor severally agrees to indemnify and hold harmless on an after-tax basis, the Indemnified Parties from and against all Liabilities that any of the Indemnified Parties may sustain or incur in connection with the Sale or as the engagement of the Lead Manager under this Agreement, including (but not limited to) losses incurred directly or indirectly as a result of:

- (a) the Sale of their Sale Securities;
- (b) any breach of a representation or warranty given by that Vendor in this Agreement;
- (c) a claim brought by a purchaser of any Sale Securities or any other third party against an Indemnified Party in relation to the Sale of that Vendor's Sale Securities;
- (d) that Vendor failing to perform or observe any of its obligations under this Agreement or any other material obligation binding on it; or
- (e) any non-compliance by that Vendor with any applicable law, regulation or rule, including the Corporations Act and the Listing Rules, in relation to the Sale.

9.3 Each of the paragraphs in clause 9.2 will be construed independently and no paragraph will be limited by any implication arising from any other paragraph.

9.4 Any approval or consent given by Bell Potter does not waive or in any way prejudice the right of the Indemnified Party to the indemnity under this Agreement and such right survives the expiry or termination of this Agreement.

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- 9.5 The indemnity in this clause 9 is given to Bell Potter in its own right and on behalf of the Indemnified Parties, and may be enforced by an Indemnified Party directly or by Bell Potter on behalf of that Indemnified Party. The Vendors acknowledge that Bell Potter holds the benefits of the Indemnity on trust for itself and the other Indemnified Parties.
- 9.6 It is not necessary for an Indemnified Party to incur expense or make payment before enforcing a right of indemnity under this Agreement.
- 9.7 The indemnity in this clause 9 does not extend to an Indemnified Party to the extent (but only to the extent) that the Liability is:
- (a) finally determined by a court of competent jurisdiction, where all appeals have been exhausted, to have resulted directly and solely from the fraud, wilful misconduct or gross negligence of the Indemnified Party;
 - (b) a criminal penalty or fine which the Indemnified Party is required to pay for any contravention by it of the Corporations Act or any other applicable law; or
 - (c) any amount in respect of which this indemnity would be illegal, void or unenforceable under any applicable law.
- 9.8 Notwithstanding anything else in this Agreement:
- (a) no Vendor or Indemnified Party is liable for any indirect or consequential loss or damage suffered or incurred by any other party, irrespective of whether any Claim for damages is made in negligence, for breach of contract or statute or otherwise; and
 - (b) under no circumstances will an Indemnified Party be required to contribute to any losses in an aggregate amount that exceeds the fees paid or payable to Bell Potter in respect of the Sale.
- 9.9 Notwithstanding anything else in this Agreement, no Claim may be made by any Vendor against any director, officer, employee, adviser or agent of the Lead Manager or of any Related Body Corporate of the Lead Manager (Released Parties), and each Vendor unconditionally and irrevocably releases and discharges each Released Party from any Claim that may be made by it to recover from any Released Party any Liability incurred or sustained by any Vendor arising directly or indirectly as a result of the participation of that Released Party in connection with the Sale.
- 9.10 The provisions of this clause 9 are in addition to any rights that an Indemnified Party may have at common law or otherwise.
10. **Termination**
- 10.1 If any of the following events occurs during the period from execution of this Agreement and ending at the time the last special crossing of Sale Securities is made (Sale Period), the Lead Manager may terminate its obligations under this Agreement without cost or liability to itself at any time before the expiry of the Sale Period by giving written notice to the Vendors:
- (a) **ASX actions.** ASX does any of the following:
 - (i) announces or makes a statement to any person that the Company will be removed from the official list of ASX or securities in the same class as the Sale Securities will be suspended from quotation;
 - (ii) removes the Company from the official list of ASX; or

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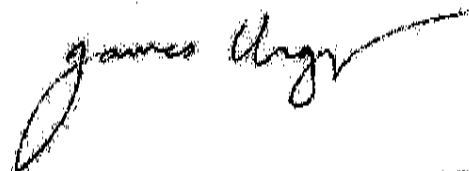
- (iii) suspends the trading of Sale Securities for any period of time, other than any trading halt or suspension made in accordance with the Timetable or otherwise with the agreement of the Lead Manager.
 - (b) ASIC actions: ASIC issues or threatens to issue proceedings in relation to the Sale or commences or threatens to commence any enquiry or investigation in relation to the Sale.
- 10.2 For the avoidance of doubt, provisions of this Agreement that are capable of having effect after termination (including those relating to the indemnification of Indemnified Parties) will survive termination of this Agreement and any rights accrued by a party prior to the date of termination will continue notwithstanding termination of this Agreement.
- 11. **Conflict of Interest**
 - 11.1 Bell Potter and its Related Bodies Corporate may be acting or may act in the future, and the Company specifically consents to Bell Potter and its Related Bodies Corporate so acting, on behalf of other clients in ways which may conflict with the interests of the Vendors or the Company.
 - 11.2 The Vendors acknowledge that Bell Potter does not owe any duty to disclose to the Vendors or utilise for the benefit of the Vendors any information acquired in the course of providing services to any other person, engaging in any other transaction or otherwise carrying on its business or any obligation to refrain from undertaking any other transaction or otherwise carrying on any aspect of its business.
 - 11.3 Accordingly, any opinions given by Bell Potter in providing services under this Agreement are given to the extent of the knowledge of those of Bell Potter's officers and employees directly engaged in acting in relation to the Sale which has been acquired in the course of acting in relation to the Sale.
 - 11.4 Notwithstanding clauses 11.2 and 11.3, as is customary, Bell Potter and its Related Bodies Corporate maintain appropriate rules, protocols and safeguards in regard to information management (typically called "Chinese Walls") which are designed to preserve and protect the confidentiality of information relating to the Vendors, the Company, this Agreement and other client information contemplated above.
- 12. **Miscellaneous**
 - 12.1 This Agreement is governed by the law of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.
 - 12.2 This Agreement may only be altered by a further agreement in writing signed by the Vendors and Bell Potter.
 - 12.3 The Vendors agree to pay their own costs of negotiating, executing and performing this Agreement.
 - 12.4 Except as specified in this Agreement, any right or obligation of the Vendors is for the benefit of and binds and applies to each of them jointly and severally.
 - 12.5 This Agreement does not create a relationship of employment, trust, agency or partnership between the parties.

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- 12.6 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 12.7 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.
- 12.8 This Agreement may be executed in counterparts. All executed counterparts constitute one document.
13. Acceptance
- 13.1 Please confirm your acceptance of this Agreement by signing the Agreement, where indicated in Schedule 2, and returning the enclosed duplicate copy of the Agreement to Bell Potter on return email linksevers@bellpotter.com.au.
- 13.2 Once signed, this Agreement will constitute a binding agreement between the Vendors and Bell Potter. The Vendors' appointment of Bell Potter as Lead Manager will take effect upon receipt of the last counterpart signed Agreement from the Vendors.

Yours sincerely

Bell Potter Securities Limited



James Unger
Head of Equity Capital Markets
Bell Potter Securities Limited



Anton Whitehead
Director, Equity Capital Markets
Bell Potter Securities Limited

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Schedule 1

Details of Vendors and Sale Securities

Vendor Name and Address	No. of Sale Securities	Type and Details of Sale Securities	SRN/HIN	Registered holder (if different from vendor)	Beneficial owner (if different from Vendor)
Michael Hirschowitz 76 Sturt Street, Kingsford NSW, 2032	4,103,158	Ordinary shares			
Omniway Pty Ltd <Omniway A/C> 76 Sturt Street, Kingsford NSW, 2032	506,614	Ordinary shares			
Mr Hilton Brett 30 Catherine Street, St Ives NSW, 2075	3,822,222	Ordinary shares			
Michael Cooper PO Box 4073 North Curl Curl NSW, 2099	4,500,000	Ordinary shares			
Vamico Pty Limited PO Box 4073 North Curl Curl NSW, 2099	743,104	Ordinary shares			
Tidereef Pty Limited <Ivan Hammerschlag S/F A/C> 12 Drumalbyn Road, Bellevue Hill, NSW 2023	3,903,039	Ordinary shares			
Tidereef Pty Limited <Ivan Hammerschlag S/F A/C> 12 Drumalbyn Road, Bellevue Hill, NSW 2023	2,539,093	Ordinary shares			

Vendor Name and Address	No. of Sale Securities	Type and details of Sale Securities	SPW/AIN	Registered holder (if different from vendor)	Beneficial owner (if different from vendor)
Rivan Pty Ltd [DAVID GORDON SUPER FUND A/C] 24 Benelong Crescent, Bellevue Hill, NSW 2023	1,698,000	Ordinary shares			
Rivan Pty Ltd [THE GORDON FAMILY A/C] 24 Benelong Crescent, Bellevue Hill, NSW 2023	1,097,767	Ordinary shares			
Mr David Gordon 24 Benelong Crescent, Bellevue Hill, NSW 2023	2,200,000	Ordinary shares			
Lexicon Capital Pty Limited [RIVAN ATF DGORDON S/F A/C] 24 Benelong Crescent, Bellevue Hill, NSW 2023	1,200,000	Ordinary shares			
Mr Stephen Gary Kulmar & Mrs Elizabeth Jane Gilkes [Kulmar Family Super Fund A/C] C/- Morgans Wealthplus, GPO Box 582, Brisbane, QLD, 4001	800,000	Ordinary shares			
Edward (Ted) Baldock 111 Nicholson Parade, Cronulla, NSW 2230	1,000,000	Employee options Series: RCGAK Expiry: 04/01/2015 Strike price: \$0.40			
Peter Rich 29 Clyde Street, Croydon Park, NSW 2133	250,000	Employee options Series: RCGAJ Expiry: 28/5/2014 Strike price: \$0.28			
Suresh Kumar 10 Dundoon Avenue, West Pymble, NSW 2073	100,000	Employee options Series: RCGAU Expiry: 24/8/2015 Strike price: \$0.52			

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BELL POTTER**Schedule 2****Execution by the Vendors**

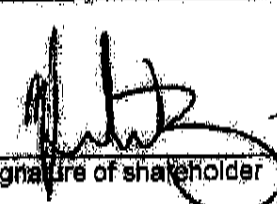
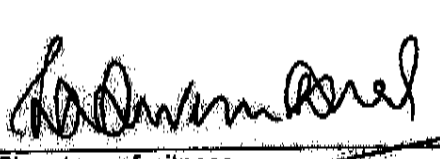
We accept the terms of this Engagement.

[To be executed by each Vendor]:

MICHAEL AIRSCHOWITZ.**FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND**

Signature of director	Signature of director/company secretary (Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)

**FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)**

 Signature of shareholder	 Signature of witness
MICHAEL AIRSCHOWITZ. Name of shareholder (print)	SURESH KUMAR Name of witness (print)

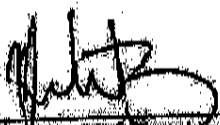
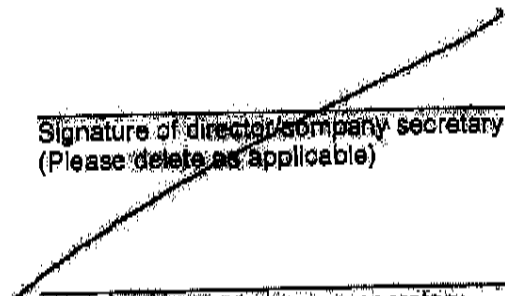
BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

[To be executed by each Vendor]:

OMNIDAY PTY LTD <OMNIDAY A/C>

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND

 _____ Signature of director (SOLE DIRECTOR)	 _____ Signature of director/company secretary (Please delete as applicable)
MICHAEL HIESCHOWITZ _____ Name of director (print)	_____ Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

_____ Signature of shareholder	_____ Signature of witness
_____ Name of shareholder (print)	_____ Name of witness (print)

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

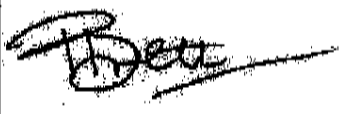
[To be executed by each Vendor]:

HILTON BRETT

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND

Signature of director	Signature of director/company secretary (Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

	
Signature of shareholder	Signature of witness
HILTON BRETT	MICHAEL HIRSCHOWITZ
Name of shareholder (print)	Name of witness (print)

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

[To be executed by each Vendor].

MICHAEL COOPER.

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND

_____ Signature of director	_____ Signature of director/company secretary (Please delete as applicable)
_____ Name of director (print)	_____ Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

_____ Signature of shareholder	_____ Signature of witness
_____ Name of shareholder (print)	_____ Name of witness (print)

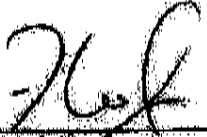
Schedule 2**Execution by the Vendors**

We accept the terms of this Engagement.

[To be executed by each Vendor]:

VAMICO PTY LTD

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND

 _____ Signature of director	_____ Signature of director/company secretary (Please delete as applicable)
 _____ Name of director (print)	_____ Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

_____ Signature of shareholder	_____ Signature of witness
_____ Name of shareholder (print)	_____ Name of witness (print)

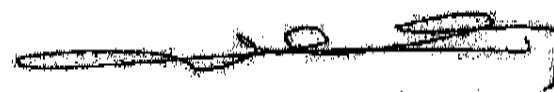
BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement,

(To be executed by each Vendor):

TINEREF P/L <IVAN HAMMERSCHLAG S/F A/C>

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND.

 Signature of director	 Signature of director/company secretary (Please delete as applicable)
DENISE HAMMERSCHLAG Name of director (print)	IVAN HAMMERSCHLAG Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

_____ Signature of shareholder	_____ Signature of witness
_____ Name of shareholder (print)	_____ Name of witness (print)

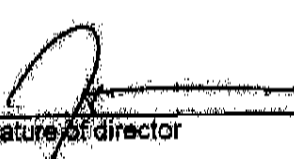
17

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

[To be executed by each Vendor]:

**FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND**RIVAN
PTM LTD
ATF
DG
SUPER
FUND

 _____ Signature of director	 _____ Signature of director/company secretary (Please delete as applicable)
DAVID GORDON _____ Name of director (print)	KAREN GORDON _____ Name of director/company secretary (print)

**FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)**

_____ Signature of shareholder	_____ Signature of witness
_____ Name of shareholder (print)	_____ Name of witness (print)

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

[To be executed by each Vendor]:

**FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND**RIVAN
PM LTD
ATF
GORDON
FAMILY
TRUST

 Signature of director	 Signature of director/company secretary (Please delete as applicable)
DAVID GORDON Name of director (print)	KAREN GORDON Name of director/company secretary (print)

**FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)**

_____ Signature of shareholder	_____ Signature of witness
_____ Name of shareholder (print)	_____ Name of witness (print)

19

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

[To be executed by each Vendor]:

DAVID GORDON

**FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND**

Signature of director	Signature of director/company secretary (Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)

**FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)**

 Signature of shareholder	 Signature of witness
DAVID GORDON Name of shareholder (print)	KAREN GORDON Name of witness (print)

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

[To be executed by each Vendor]

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND

 Signature of director	 Signature of director/company secretary (Please delete as applicable)
DAVID GORDON Name of director (print)	KAREN GORDON Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

_____ Signature of shareholder	_____ Signature of witness
_____ Name of shareholder (print)	_____ Name of witness (print)

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

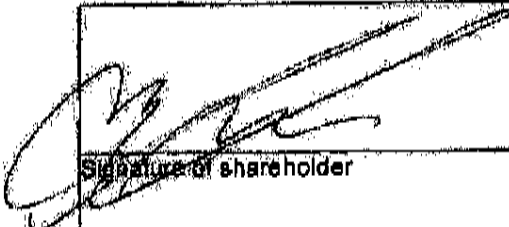
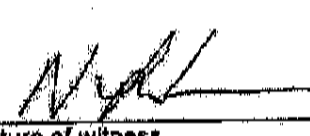
(To be executed by each Vendor):

STEPHEN KULMAR <KULMAR FAMILY SUPER FUND A/C.>

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND

Signature of director	Signature of director/company secretary (Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

 Signature of shareholder	 Signature of witness
Stephen Kulmar Name of shareholder (print)	Nerida Jenkins Name of witness (print)

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

[To be executed by each Vendor]:

EDWARD BALDOCK.

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND

_____ Signature of director	_____ Signature of director/company secretary (Please delete as applicable)
_____ Name of director (print)	_____ Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

<u></u> Signature of shareholder	<u></u> Signature of witness
<u>EDWARD (TED) BALDOCK</u> Name of shareholder (print)	<u>Chene Kellett</u> Name of witness (print)

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

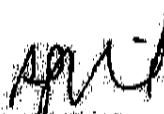
[To be executed by each Vendor]:

PETER RICH

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND

Signature of director	Signature of director/company secretary (Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

 Signature of shareholder	 Signature of witness
PETER RICH Name of shareholder (print)	CATHERINE OLLIVIER Name of witness (print)

BELL POTTER**Schedule 2****Execution by the Vendors**

We accept the terms of this Engagement.

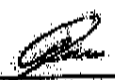
[To be executed by each Vendor]:

SURESH KUMAR.

FOR A CORPORATE SHAREHOLDER/OPTIONHOLDER OR CORPORATE TRUSTEE OF
A TRUST OR SUPERANNUATION FUND

Signature of director	Signature of director/company secretary (Please delete as applicable)
Name of director (print)	Name of director/company secretary (print)

FOR AN INDIVIDUAL SHAREHOLDER/OPTIONHOLDER
(to be witnessed by person over 18)

 Signature of shareholder	 Signature of witness
Suresh Kumar. Name of shareholder (print)	CHRISTINE HANLAN Name of witness (print)

BELL POTTER**Schedule 3 - Timetable****Event****Date**

Opening Date and Sale Date

Tuesday, 26 November 2013

Settlement Date

Monday, 2 December 2013

All dates and times are references to Sydney dates and times.