

Form 603
Corporations Act 2001
Section 671B

Notice of initial substantial holder

To Company Name/Scheme RCG Corporation Limited (RCG)

ACN/ARSN 108 096 251

1. Details of substantial holder (1)

Name

- BBRC International Pte Limited (BBRC) as trustee for The BB Family International Trust and the BBRC Associates set out in Annexure A
- Brett Blundy

ACN/ARSN (if applicable) N/A

The holder became a substantial holder on 26/11/2017

2. Details of voting power

The total number of votes attached to all the voting shares in the company or voting interests in the scheme that the substantial holder or an associate (2) had a

relevant interest (3) in on the date the substantial holder became a substantial holder are as follows:

Class of securities (4)	Number of securities	Person's votes (5)	Voting power (6)
Ordinary shares	78,047,623	78,047,623	14.41%

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 substantial holder are as follows:

Holder of relevant interest	Nature of relevant interest (7)	Class and number of securities
BBRC	Section 608(1)(a) – BBRC is registered holder of the securities	14,047,623 ordinary shares
BBRC	Sections 608(1)(c) and 608(8) – BBRC controls the power to dispose of the shares by virtue of the share sale document attached as Annexure B and will become the registered holder of the shares upon Completion of the Sale on 14 December 2017.	64,000,000 ordinary shares
Brett Blundy	Section 608(3)(b) – Mr Blundy is the registered holder of 100% of BBRC's issued share capital	78,047,623 ordinary shares

4. Details of present registered holders

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

Holder of relevant interest	Registered holder of securities	Person entitled to be registered as holder (8)	Class and number
BBRC	BBRC	BBRC	14,047,623 ordinary shares
BBRC	Craig John Thompson	BBRC	36,000,000 ordinary shares
BBRC	James William Duell	BBRC	14,000,000 ordinary shares
BBRC	Michael John Hapgood	BBRC	14,000,000 ordinary shares

5. Consideration

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

Craig John Thompson	RCG	26.11.2017	\$0.95 per share	36,000,000
James William Duell	RCG	26.11.2017	\$0.95 per share	14,000,000
Michael John Hapgood	RCG	26.11.2017	\$0.95 per share	14,000,000

6. Associates

The reasons the persons named in paragraph 3 above are associates of the substantial holder are as follows:
The BBRC Associates are associates of BBRC by virtue of section 12(2)(a)(i) of the Corporations Act.

7. Addresses

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

Name	Address
RCG	719 Elizabeth Street, Waterloo, NSW, 2017
BBRC	3 Philip Street, #11-01, Royal Group Building, Singapore 048693
Brett Blundy	c/o 3 Philip Street, #11-01, Royal Group Building, Singapore 048693

Signature

print name Costas Condoleon

capacity Solicitor

sign here

date 27/11/2017

Annexure A

This Annexure A of 1 page referred to in Form 603 – Notice of initial substantial holder – completed on behalf of BBRC International Pte Limited (BBRC) as trustee for The BB Family International Trust



Name: Costas Condoleon

Date: 27 November 2017

Company	ACN
Aventus Property Group Pty Ltd	606 747 620
Honey Birdette (Aust.) Pty Ltd	117 200 647
B&D Agricultural Investments Pty Ltd	611 185 490

Annexure B

This Annexure B of 9 pages referred to in Form 603 – Notice of initial substantial holder – completed on behalf of BBRC International Pte Limited (BBRC) as trustee for The BB Family International Trust



Name: Costas Condoleon

Date: 27 November 2017

This is a certified true copy

Date 27 November 2017

Solicitor 



Co Regn No. 201305666E

BBRC International Pte Ltd

3 Phillip Street

#11-01, Royal Group Building

Singapore 048693

26

November 2017

Mr Craig John Thompson



Mr James William Duell



Mr Michael John Hapgood



Gentlemen

Sale of Securities in RCG Corporation Limited

1 Background

- 1.1 Craig John Thompson, James William Duell and Michael John Hapgood (each a **Seller** and, together, **Sellers**) are the registered holders and beneficial owners of the ordinary shares in RCG Corporation Limited (**RCG**)¹ set out opposite their names in the 2nd column of Schedule 1 (**Shares**).
- 1.2 By this document, the Sellers will sell, and BBRC International Pte Limited as trustee for The BB Family International Trust (**BBRC**) will buy, that number of Shares set out opposite the name of each Seller in the 4th column of Schedule 1 (**Sale Shares**) on the terms and conditions set out in this document.

2 Sale and purchase of Sale Shares

Each Seller will sell to BBRC the Sale Shares set opposite its name in Schedule 1, and BBRC will buy those Sale Shares from each Seller (**Sale**):

- (a) for \$0.95 per Sale Share;

¹ We note that the company has resolved to change its name to "Accent Group Limited" which change will take effect once the relevant document is registered by ASIC. To the extent that the name change becomes effective after the date of this document, any reference to RCG is taken to be read as a reference to Accent Group Limited.

aventus

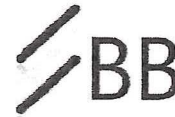
bras / things



Lovisa

**BB
Beef**





Co Regn No. 201305666E

- (b) free from any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect (including a security interest under the *Personal Property Securities Act 2009* (Cth)) (**Security Interest**);
- (c) with all rights, including dividend rights, attached to or accruing to them on and from the date of completion of the Sale (**Settlement**); and
- (d) on the terms and conditions of this document.

3 Settlement

Settlement of the Sale must occur at 11am on Thursday, 14 December 2017 at the offices of Gilbert + Tobin, Level 35, Tower Two, International Towers Sydney, Barangaroo, or at any other time and place agreed by the parties. On that date:

- (a) each Seller must:
 - (i) transfer the Sale Shares held by them to BBRC free of all Security Interests and, to that end, must deliver to BBRC duly signed and completed share transfer forms and all relevant CHESS details for the Sale Shares to be delivered by the Seller including:
 - (A) if the Sale Shares are on an Issuer Sponsored Sub- Register, a copy of the Seller's holding statement showing the holding of those shares and its SRN; or
 - (B) if the Sale Shares are on a CHESS Sub-Register, the Seller's HIN and the Seller's written instructions to its Sponsoring Participant to deliver those shares to BBRC or its nominee; and
 - (ii) procure performance of all that is required under the ASX Settlement Operating Rules to enable those Sale Shares to be acquired by BBRC; and
 - (iii) do anything else reasonably required by BBRC to effect the transfer to it of the Sale Shares (including directing any nominee, custodian or other registered holder in relation to the Sale Shares); and
- (b) BBRC must provide to each Seller the Sale consideration set out opposite the name of that Seller in the 5th column of Schedule 1 by way of bank cheque or direct payment into an account nominated by a Seller.

Each of the obligations in this paragraph 3 is interdependent. Subject to BBRC (or its nominee) complying with paragraph 3(b), each Seller grants to BBRC a power of attorney to execute all documents and take any actions on the Seller's behalf which are necessary or convenient to give effect to the transfer of the Sale Shares.

4 Warranties

4.1 BBRC represents and warrants to each Seller that each of the following statements is true and accurate, complete and not misleading in all material respects:

- (a) it is duly incorporated and validly exists under the law of its place of incorporation;

aventus

bras N things

Henry & Biddle

Lovisa

BB
Beef

BRIDGE CLIFF
FOODS
FOODS & BEVERAGES



Co Regn No. 201305666E

- (b) it has full corporate power and lawful authority to execute and deliver this document and to consummate and perform or cause to be performed its obligations under this document and its execution and delivery of this document has been properly authorised by all necessary corporate action;
- (c) this document constitutes legal, valid and binding obligations enforceable in accordance with their terms;
- (d) the execution, delivery and performance of this document does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (i) any provision of its constitution;
 - (ii) any material term or provision of any security arrangement (including any Security Interest), undertaking, agreement or deed to which it is bound; or
 - (iii) any writ, order or injunction, judgement, or law to which it is a party or is subject or by which it is bound; and
- (e) it is not insolvent.

4.2 Each Seller severally represents and warrants to BBRC that each of the following statements is true and accurate, complete and not misleading in all material respects:

- (a) he is the legal and beneficial owner of, and can transfer, his Sale Shares free from all Security Interests, and there are no facts or circumstances that could result in the creation of a Security Interest over his Sale Shares;
- (b) this document constitutes legal, valid and binding obligations enforceable in accordance with their terms;
- (c) the execution, delivery and performance of this letter does not or will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under:
 - (i) any material term or provision of any security arrangement (including any Security Interest), undertaking, agreement or deed to which he is bound; or
 - (ii) any writ, order or injunction, judgement, or law to which he is a party or is subject or by which he is bound.

4.3 The representations and warranties in paragraphs 4.1 and 4.2 are given on the date of this document and taken to be repeated on each date up to and including the date of Settlement.

4.4 BBRC and the Sellers each acknowledge that the other parties have entered into this document in reliance on the warranties in this paragraph 4.

4.5 BBRC and the Sellers indemnifies the other parties against any loss suffered by the other party arising directly or indirectly from any breach of the warranties in this paragraph 4.

4.6 This paragraph 4 survives settlement of the Sale or termination of this document.

aventus

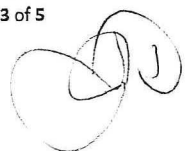
bras / things


Henry Lindell

Lovisa


BB
Beef


BBRC



5 Substantial shareholder notices

The parties acknowledge and agree that:

- (a) BBRC must prepare and lodge with RCG and ASX a Notice of Initial Substantial Shareholding within 2 business days of the date of this document; and
- (b) each of the Sellers must prepare and lodge with RCG and ASX a Notice of change of interests of substantial shareholder or a Notice of ceasing to be a substantial shareholder (as the case may be) within 2 business days after the date of Settlement, in addition to any documents lodged by RCG under section 205G of the Corporations Act.

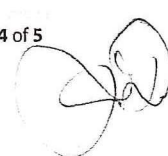
6 Public announcements

- 6.1 The parties acknowledge and agree that RCG may make an announcement in relation to the Sale under Listing Rule 3.1. To that end, the Sellers will use their reasonable endeavours to cause RCG to provide BBRC with an advanced draft of that announcement and to consider in good faith any comments that BBRC may have on that draft announcement.
- 6.2 Other than as contemplated by paragraph 6.1, the Sellers must not make or send a public announcement, communication or circular concerning the transactions referred to in this letter or the Sale unless the written consent of BBRC has been obtained.

7 General

- 7.1 This document is of no force or effect unless and until it has been signed by all parties to it.
- 7.2 This document may be executed in any number of counterparts and signatures on behalf of a party may be on different counterparts.
- 7.3 Each party must, at its own expense, do all things reasonably necessary to give full effect to this document and the matters contemplated by it.
- 7.4 This document is governed by the laws of New South Wales. The parties irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

BLANK





Co Regn No. 201305666E

Executed as a deed.

Signed, sealed and delivered by BBRC International Pte Limited as trustee for The BB Family International Trust in the presence of:	BL
Signature of witness <i>[Signature]</i>	Signature of director <i>Brett Blundy</i>
Name of witness (print) VANESSA SPEER	Name of director (print)

Signed, sealed and delivered by Craig John Thompson in the presence of:	
Signature of witness	Signature of Craig John Thompson
Name of witness (print)	

Signed, sealed and delivered by James William Duell in the presence of:	<i>[Signature]</i>
Signature of witness <i>[Signature]</i>	Signature of James William Duell
Name of witness (print) Suzanne Jane Grave	


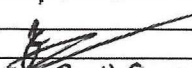
Signed, sealed and delivered by Michael John Hapgood in the presence of:	
Signature of witness	Signature of Michael John Hapgood
Name of witness (print)	

Schedule 1 – Shares, Sale Shares and Sale consideration

Seller	Number of Shares held	Percentage of RGC capital	Number of Sale Shares	Percentage of RGC capital	Sale consideration payable to each Seller
Craig John Thompson	71,428,562	13.19%	36,000,000	6.54%	\$34,200,000
James William Duell	28,571,425	5.27%	14,000,000	2.69%	\$13,300,000
Michael John Hapgood	28,571,425	5.27%	14,000,000	2.69%	\$13,300,000

Executed as a deed.

Signed, sealed and delivered by BBRC International Pte Limited as trustee for The BB Family International Trust in the presence of:	
Signature of witness	Signature of director
Name of witness (print)	Name of director (print)

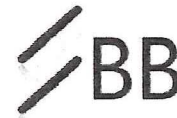
Signed, sealed and delivered by Craig John Thompson in the presence of:	
Signature of witness 	Signature of Craig John Thompson
Name of witness (print) Carol Suzanne Jensen	

Signed, sealed and delivered by James William Duell in the presence of:	
Signature of witness	Signature of James William Duell
Name of witness (print)	

Signed, sealed and delivered by Michael John Hapgood in the presence of:	
Signature of witness	Signature of Michael John Hapgood
Name of witness (print)	

Schedule 1 – Shares, Sale Shares and Sale consideration

Seller	Number of Shares held	Percentage of RGC capital	Number of Sale Shares	Percentage of RGC capital	Sale consideration payable to each Seller
Craig John Thompson	71,428,562	13.19%	36,000,000	6.54%	\$34,200,000
James William Duell	28,571,425	5.27%	14,000,000	2.69%	\$13,300,000
Michael John Hapgood	28,571,425	5.27%	14,000,000	2.69%	\$13,300,000

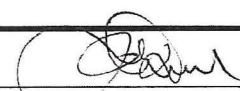
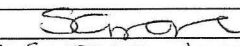


Co Regn No. 201305666E

Executed as a deed.

Signed, sealed and delivered by BBRC International Pte Limited as trustee for The BB Family International Trust in the presence of:	
Signature of witness	Signature of director
Name of witness (print)	Name of director (print)

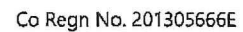
Signed, sealed and delivered by Craig John Thompson in the presence of:	
Signature of witness	Signature of Craig John Thompson
Name of witness (print)	

Signed, sealed and delivered by James William Duell in the presence of:	
Signature of witness 	Signature of James William Duell
Name of witness (print) Suzanne Jane Crane	

Signed, sealed and delivered by Michael John Hapgood in the presence of:	
Signature of witness	Signature of Michael John Hapgood
Name of witness (print)	

Schedule 1 – Shares, Sale Shares and Sale consideration



Seller	Number of Shares held	Percentage of RGC capital	Number of Sale Shares	Percentage of RGC capital	Sale consideration payable to each Seller
Craig John Thompson	71,428,562	13.19%	36,000,000	6.54%	\$34,200,000
James William Duell	28,571,425	5.27%	14,000,000	2.69%	\$13,300,000
Michael John Hapgood	28,571,425	5.27%	14,000,000	2.69%	\$13,300,000



Signed, sealed and delivered by BBRC International Pte Limited as trustee for The BB Family International Trust in the presence of:	
Signature of witness	Signature of director
Name of witness (print)	Name of director (print)

Signed, sealed and delivered by Craig John Thompson in the presence of:	
Signature of witness	Signature of Craig John Thompson
Name of witness (print)	

Signed, sealed and delivered by James William Duell in the presence of:		
Signature of witness		Signature of James William Duell
Name of witness (print)		

Signed, sealed and delivered by Michael John Hapgood in the presence of:	
Signature of witness 	Signature of Michael John Hapgood 
Name of witness (print) <u>Nicholas Gilbert</u>	

Seller	Number of Shares held	Percentage of RGC capital	Number of Sale Shares	Percentage of RGC capital	Sale consideration payable to each Seller
Craig John Thompson	71,428,562	13.19%	36,000,000	6.54%	\$34,200,000
James William Duell	28,571,425	5.27%	14,000,000	2.69%	\$13,300,000
Michael John Haggood	28,571,425	5.27%	14,000,000	2.69%	\$13,300,000

