

15 July 2013

RHG Board unanimously accepts Resimac Syndicate's Counterproposal representing an increased offer of 48 cents per share

Counterproposal from the Resimac Syndicate

As previously disclosed to the market, RHG received a proposal by Pepper Australia Pty Limited ("Pepper") on 10 July 2013 to acquire all of the shares in RHG for cash consideration of 46.0 cents per share ("Competing Transaction").

RHG today announces that on 14 July 2013, RHG received a counter proposal from Australian Mortgage Acquisition Company Pty Limited ("AMAC") and Resimac Limited ("Resimac") (together the "Resimac Syndicate") **to acquire all of the issued shares in RHG for cash consideration of 48.0 cents per share** (the "Counterproposal") under the Scheme of Arrangement to be implemented by RHG ("Scheme").

The cash consideration of 48.0 cents per share will not be reduced by the payment of the fully franked dividend of 3.0 cents per share announced on 8 July 2013. Accordingly, shareholders who are on the register at both the Dividend Record Date and the Scheme Record Date will receive **total cash payments of 51.0 cents per share**.

The Counterproposal from the Resimac Syndicate represents an increase of:

- 2.0 cents per share over the Pepper proposal announced to the market on 10 July 2013; and
- 3.9 cents per share over the price under the original Merger Implementation Agreement with the Resimac Syndicate.

Acceptance of Counterproposal

The directors of RHG have unanimously agreed to accept the terms of the Counterproposal, having determined that the Counterproposal provides an outcome that is superior for RHG's shareholders as a whole compared with the Competing Transaction. As a result, in accordance with clause 10.8 of the Merger Implementation Deed between RHG and the Resimac Syndicate ("Deed"), the directors have agreed amendments to the Deed to adopt the Counterproposal.

The directors maintain their unanimous recommendation of the improved offer under the proposed Scheme.

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Total cash payments to RHG shareholders

RHG considers acceptance of the Counterproposal provides a positive result for RHG's shareholders.

Assuming that the Scheme is approved and implemented, RHG shareholders on the register on the Scheme Record Date will receive **cash consideration of 48 cents per share as part of the Scheme.**

As notified to the market on 8 July 2013, shareholders who are on the register on the Dividend Record Date will receive a fully franked dividend of 3.0 cents per share in August 2013. The Dividend is not conditional on the Scheme and does not reduce the Scheme consideration.

Accordingly, RHG shareholders on the register on both record dates will receive cash payments totalling 51 cents per share.

Amendments to the Deed

Pursuant to their obligations under clause 10.8 of the Deed, RHG and the Resimac Syndicate have agreed amendments to the Deed to reflect the Counterproposal.

A copy of the form of the amending deed executed by RHG and the Resimac Syndicate on 15 July 2013 is attached at attachment A.

Exclusivity and Break Fee

The exclusivity provisions of the Deed remain in place. The amending deed includes an increase in the break and reverse break fee applicable under the Deed.

Media enquiries

For media enquiries, please contact:
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Attachment A: Form of amending deed for the Merger Implementation Deed

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Deed of Amendment - Merger Implementation Deed

Dated **15 July 2013**

Australian Mortgage Acquisition Company Pty Limited (ACN 163 867 016) ("**Acquirer**")

Resimac Limited (ACN 002 997 935) ("**Resimac**")

RHG Limited (ABN 22 055 136 564) ("**Target**")

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Deed of Amendment - Merger Implementation Deed

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Deed of Amendment - Merger Implementation Deed

Details

Parties	Acquirer, Resimac and Target	
Acquirer	Name	Australian Mortgage Acquisition Company Pty Limited
	ACN	163 867 016
	Incorporated in	Victoria
Resimac	Name	RESIMAC LIMITED
	ACN	002 997 935
	Incorporated in	New South Wales
Target	Name	RHG Limited
	ABN	22 055 136 564
	Incorporated in	Australian Capital Territory
Recitals	A	On 6 July 2013 the parties entered into the Merger Implementation Deed.
	B	The Target Board has accepted the terms of the Counterproposal and, in accordance with the provisions of clause 10.8(b) of the Merger Implementation Deed, the parties are entering into this Deed of Amendment to reflect and implement the terms of the Counterproposal.
Governing law	New South Wales, Australia	
Date of deed	See Signing page	

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Deed of Amendment - Merger Implementation Deed

General terms

1 Definitions and interpretation

1.1 Definitions

Unless the context otherwise requires and save as set out below, capitalised terms in this Deed of Amendment have the meaning given to those terms in the Merger Implementation Deed:

Merger Implementation Deed means the Merger Implementation Deed executed by the Target, the Acquirer and Resimac on 6 July 2013.

Counterproposal means AMAC's and Resimac's revised offer dated 14 July 2013 to acquire the Scheme Shares for a cash payment of \$0.48 for each Scheme Share less the amount of any dividend or distribution declared or paid by the Target on or after the date of the Merger Implementation Deed (for avoidance of doubt, other than the July Dividend), being a "Counterproposal" for the purposes of clause 10.8 of the Merger Implementation Deed.

1.2 Clauses 1.2 to 1.5 and 20 (where applicable) of the Merger Implementation Deed

Clauses 1.2 to 1.5 and 20 (where applicable) of the Merger Implementation Deed apply to this Deed of Amendment as if set out in full in this deed and as if references in those clauses to "this deed" were to "this Deed of Amendment".

2 Amendments to the Merger Implementation Deed

2.1 Definition of "Scheme Consideration"

The reference to "\$0.441" in the definition of Scheme Consideration in clause 1.1 of the Merger Implementation Deed is deleted and replaced with "\$0.48".

2.2 Definition of Target Material Adverse Change

The references to "\$2,500,000" in the definition of Target Material Adverse Change in clause 1.1 of the Merger Implementation Deed are deleted and replaced with "\$3,110,000".

2.3 Clause 10.1

The parties acknowledge and agree that the Target has complied with its obligations under clause 10.1 of the Merger Implementation Deed and, accordingly, its provisions are no longer of any force and effect.

2.4 Clause 11.2

The reference to "\$1,200,000" in clause 11.2 of the Merger Implementation Deed is deleted and replaced with "\$1,550,000".

2.5 Clause 12.2

The reference to "\$1,200,000" in clause 12.2 of the Merger Implementation Deed is deleted and replaced with "\$1,550,000".

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2.6 Definition of “Scheme Consideration” in clause 1.1 of Annexure B

The reference to “\$0.441” in the definition of Scheme Consideration in clause 1.1 of Annexure B of the Merger Implementation Deed is deleted and replaced with “\$0.48”.

2.7 Annexure D

The reference to “\$2,500,000” in Annexure D of the Merger Implementation Deed is deleted and replaced with “\$3,110,000”.

3 Remaining provisions unaffected

Except as specifically amended by this deed, the provisions of the Merger Implementation Deed remain in full force and effect.

EXECUTED as a deed

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Deed of Amendment - Merger Implementation Deed

Signing page

DATED: 15 July 2013

EXECUTED by **AUSTRALIAN MORTGAGE ACQUISITION COMPANY PTY LIMITED** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its director:)
)
)
)
)
)

.....
Signature of Trevor Loewensohn who states that they are the sole director and sole company secretary of **AUSTRALIAN MORTGAGE ACQUISITION COMPANY PTY LIMITED**

SIGNED, SEALED AND DELIVERED BY RESIMAC LIMITED by its attorney:)
)
)
)
)
)

in the presence of

.....
Signature of attorney)
)
)
)
)
.....
Name of attorney (block letters))

.....
Signature of witness)
.....
Name of witness)

EXECUTED as a deed by **RHG LIMITED** in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:)
)
)
)
)
)
)

.....
Signature of director)
)
)
)
)
.....
Name of director (block letters))

.....
Signature of director/company secretary*
*delete whichever is not applicable
.....
Name of director/company secretary* (block letters)
*delete whichever is not applicable

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