

**RXP SERVICES LIMITED**  
**ACN 146 959 917**

**SUPPLEMENTARY PROSPECTUS**

**ABOUT THIS SUPPLEMENTARY PROSPECTUS**

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This is a supplementary prospectus (**Supplementary Prospectus**) issued by RXP Services Limited (**Company**) which is to be read with the prospectus lodged with the Australian Securities and Investments Commission (**ASIC**) on 19 September 2011 (**Prospectus**) relating to the issue of shares in the Company. The Supplementary Prospectus is dated 31 October 2011, and is to be lodged with ASIC on that same date.

Pursuant to section 719(4) of the *Corporations Act 2001* (**Act**), the Prospectus is taken to include this Supplementary Prospectus for the purposes of the application of Chapter 6D of the Act to events that occur after lodgement. Terms used in this Supplementary Prospectus have the same meaning as in the Prospectus unless otherwise defined or the contrary intention appears. References to sections are sections in the Prospectus unless otherwise stated.

**SUPPLEMENTARY INFORMATION**

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**1 TIMETABLE**

The Prospectus noted that the Company reserves the right to vary the times and dates of the Offer, without notifying any recipient of this Prospectus or Applicant for Shares. As at 5pm on 24 October 2011, the Company had not yet reached the Subscription Amount (being \$7,500,000) and, as such, the Directors have resolved to vary the Closing Date, and extend the Offer Period, until 5pm on 14 November 2011.

The revised key dates in respect of the Offer are set out below:

<b>Event</b>	<b>Date</b>
Offer Closes	14 November 2011 at 5pm (AEDT)
Allotment and Issue of Shares	21 November 2011
Expected Dispatch of Security holding statements	23 November 2011
Expected Commencement of ASX Trading	28 November 2011

Note that this timetable is indicative only. RXP Services Limited reserves the right to vary the times and dates of the Offer, including extending the Closing Date, closing the Offer early or accepting late Applications, without notifying any recipient of this Prospectus or Applicant for Shares. The decision to grant official quotation, and the date of quotation of the Shares on ASX, is subject to the determination and at the discretion of the ASX. Investors are encouraged to submit their Applications for Shares as soon as possible. On the basis of these revised key dates and though the Company may vary dates at its discretion, it is intended that the Indigo Pacific Acquisition will be completed by no later than 20 November 2011 and that the Vanguard Acquisition will be completed by no later than 22 November 2011.

## 2 UNCONDITIONAL COMMITMENT LETTER

### Commitment Letter

The Company has received a legally binding commitment letter (**Commitment Letter**) from Charn Investments Pty Ltd (**Applicant**) pursuant to which the Applicant has confirmed its unconditional and irrevocable commitment to subscribe for 5,000,000 Shares (or such lesser number of shares as is agreed in writing between the Applicant and the Company) (**Subscription Shares**) under the Prospectus for an aggregate subscription price of \$2,500,000 (**Subscription Amount**). The Applicant is a vendor under the Vanguard Acquisition Agreement (which is summarised in section 8.4 of the Prospectus). The Board currently intends to accept the application of the Applicant under the Prospectus in full.

If the Company issues the Applicant with the maximum number of Shares for which it has agreed to subscribe under the Commitment Letter, as at listing, the Applicant will hold 16.01% of the total issued Shares in the Company. Charn Investments Pty Ltd has given and, as at the date of lodgement of this Supplementary Prospectus with ASIC, has not withdrawn, its consent to be named in this Supplementary Prospectus as an applicant for Shares in the form and context in which it is named.

## 3 PARTIAL UNDERWRITING ARRANGEMENT

### Underwriting Deed

The Company has entered into an underwriting deed dated on or about the date of this Supplementary Prospectus with Indigo Pacific Pty Ltd (**Underwriter**) pursuant to which the Underwriter agrees to underwrite up a maximum underwritten amount of \$1,800,000 (**Underwriting Deed**).

The Underwriter is a vendor under the Indigo Pacific Acquisition Agreement (which is summarised in section 8.5 of the Prospectus). The Underwriter has agreed to partially underwrite the Offer up to the maximum underwritten amount of \$1,800,000 in accordance with the terms of the Underwriting Deed. As such, provided that the Company raises at least \$5,700,000 under the Offer (including the commitment described in section 2 of this Supplementary Prospectus) and provided further the Underwriting Deed is not terminated, the Offer will raise the subscription amount of \$7,500,000. As a result of the entry into the Underwriting Deed by the Company, all references throughout the Prospectus to the Offer not being underwritten (including the references in the Investment Overview, section 1.1 and section 1.4) shall be deleted.

Pursuant to the Underwriting Deed:

- The Underwriter agrees to underwrite the Offer up to a maximum of \$1,800,000.
- If the Company does not receive valid applications for at least 15,000,000 Shares (being a subscription price of \$7,500,000), then the Company may give the Underwriter a notice compelling the Underwriter to subscribe for the deficit at the Offer Price (or a lesser amount nominated by the Company), up to a maximum of \$1,800,000.
- On the date that Shares are to be allotted and issued under the Prospectus, the Company must first issue Shares to the Underwriter under the Underwriting Agreement, and then issue Shares to or for the account of other applicants to whom allocations have been made for which payment has been received.
- The obligations of the Underwriter under the Underwriting Deed are unconditional. However, the Underwriter does have a right to terminate the Underwriting Deed if:
  - the Company withdraws the Prospectus or the Offer; or

- approval or conditional approval is refused or not granted to the Company's admission to the official list of the ASX or the official quotation of all of the Offer Securities on ASX at least two days before the date that Shares are allotted and issued under the Prospectus.

If no shares are issued to Indigo Pacific Pty Ltd under the Underwriting Deed, as at listing, Indigo Pacific Pty Ltd (and entities associated with it) will hold approximately 27.92% of the total issued Shares in the Company. If the Company issues Indigo Pacific Pty Ltd with the maximum number of Shares that it has agreed to underwrite under the Underwriting Agreement, it (and entities associated with it) will hold 36.30% of the total issued Shares in the Company (representing an increase of 8.38%). These additional Shares will increase the voting power of Indigo Pacific Pty Ltd by the increased percentage.

### **Interests of Underwriter**

Indigo Pacific Pty Ltd has agreed to partially underwrite the Offer, as summarised in this Supplementary Prospectus. For these services, the Underwriter will not be paid an underwriting fee, and will not be reimbursed for the expenses incurred by it in relation to the performance of its obligations under the Underwriting Deed. Indigo Pacific Pty Ltd has given and, as at the date of lodgement of this Supplementary Prospectus with ASIC, has not withdrawn, its consent to be named in this Supplementary Prospectus as Underwriter to the Offer in the form and context in which it is named.

### **CONSENT TO LODGEMENT**

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Every director of the Company has given, and has not withdrawn, before the date of this Supplementary Prospectus, their consent to the lodgement of this Supplementary Prospectus with ASIC in accordance with section 720 of the *Corporations Act 2001*.

Signed for, and on behalf of, RXP Services Limited

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**Ross Fielding**  
Managing Director and Chief Executive Officer

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