

Our reference: KP2202

2/03/2021

Tesoriero Investment Group Pty Ltd ACN 161 088 115 in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870
c/- Pacific Blue Tax Services Unit 1, 385 Tooronga Road
HAWTHORN EAST VIC 3123



Dear Giovanni Tesoriero And Vincenzo Frank Tesoriero

Finance offer

We are pleased to let you know that we have approved your request for finance and offer you the facility. This offer is made to you on the terms of this offer and the terms set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) ("**memorandum of common provisions**").

You will have received a copy of the memorandum of common provisions with this offer. The meaning of certain words (printed *like this*) is explained in Part H of the memorandum of common provisions.

How to accept this offer

You should carefully read this offer together with the memorandum of common provisions and the other documents and information we have given you. If you would like to accept this offer, please sign and return a copy of it. If we require a guarantee to support your facility, you will also need to arrange for each guarantor to sign this offer.

If you do not sign this offer within 30 days of its date, our offer is withdrawn. If you need more time, please let us know as we may be able to agree to a longer a period. We can withdraw this offer at any time before you sign it. We will let you know if we do this.

Before you can use the facility

Before you can use your facility, there may be some documents (for example, securities) and information you need to give to us. You may also need to pay some upfront fees. Each of these things is set out in this offer. If you cannot provide us with these things, you may not be able to use your facility.

If we require security

If we require you or a guarantor to give us security over all your assets, you grant us this security when you sign this offer and do this on the terms of this offer and the memorandum of common provisions.

If we require you or a guarantor to give us a mortgage over land, you grant us the mortgage on the terms of the national mortgage form and the memorandum of common provisions.

We appreciate the opportunity to support your business. If you have any questions, please do not hesitate to contact us on 02 9056 9998.

Your sincerely

Jeremy Enconniere

Manager of Commercial Property

Nulend Pty Ltd

Finance Offer Schedule

Lender ("we")	Name	NP035 Pty. Ltd. ACN 648 251 727
	Address	Ageis 12/167 Macquarie Street, Sydney, NSW 2000
	Email	jeremy@nulend.com.au
Borrower ("you")	Name	Tesoriero Investment Group Pty Ltd ACN 161 088 115 in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870
	Address	c/- Pacific Blue Tax Services Unit 1, 385 Tooronga Road, Hawthorn East, VIC 3123
	Email	
	Phone	
Guarantor ("guarantor")	Name	Giovanni Tesoriero
	Address	
	Email	
	Mobile	
	Guarantee limit	Unlimited
Guarantor ("guarantor")	Name	Vincenzo Frank Tesoriero
	Address	
	Email	
	Mobile	
	Guarantee limit	Unlimited
Guarantor ("guarantor")	Name	Teresa M Tesoriero
	Address	
	Email	
	Mobile	
	Guarantee limit	Unlimited
Guarantor ("guarantor")	Name	Basile Papadimitriou
	Address	23 Margaret Street, Rozelle, NSW 2039
	Email	
	Mobile	
	Guarantee limit	Unlimited

Guarantor ("guarantor")	Name	286 Carlisle Street Pty Ltd ACN 610 042 343
	Address	C/- Pacific Blue Tax Services Level 1, 385 Tooronga Road, Hawthorn East, VIC 3123
	Email	
	Mobile	
	Guarantee limit	Unlimited

Guarantor ("guarantor")	Name	308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439
	Address	Level 1, 385 Tooronga Road, Hawthorn East, VIC 3123
	Email	
	Mobile	
	Guarantee limit	Unlimited

Facility	Facility limit	\$3,000,000.00
	Purpose	Cash out of encumbered property with a second registered mortgage
	Facility term	2 Months from the date of first drawdown with a minimum term of 1 month from the date of first drawdown
	Drawdown	Single
	Redraw	No redraw permitted
	Interest	Higher Rate – 40% per annum Lower Rate - 20% per annum.
	Payment arrangements	Payment type Interest only with one Principal payment to be made in accordance with the Special Conditions Your interest charges for a payment period are due on the first day of the period. Payment period Monthly in advance You must pay us the <i>secured money</i> on the last day of the <i>facility term</i> .
	Facility fees	means the fees detailed in "Fees and charges" below.

Conditions precedents	Please refer to Pre-Settlement Check List for a list of conditions precedents.
-----------------------	--

Security	You and the <i>guarantor</i> (as applicable) have to give us the security listed in this section before you can use the facility. Each security must be in form and substance satisfactory to us.
----------	---

- Guarantee and indemnity from the *guarantors* in favour of us.
- Security by you and the *guarantors* in favour of us over *all assets*.
- Mortgages by the *grantor* over the *land* detailed below:

mortgage type	land address	grantor
2 nd registered mortgage	Units 1-4, 150-152 Brighton Road Ripponlea VIC 3185 (11245/650, 11245/651, 11245/652 and 11245/653)	GIOVANNI TESORIERO
2 nd registered mortgage	30 Nelson Street Balaclava VIC 3183 (2931/109)	GIOVANNI TESORIERO and TERESA TESORIERO
2 nd registered mortgage	32 Nelson Street Balaclava VIC 3183 (03396/154)	GIOVANNI TESORIERO
2 nd registered mortgage	286 Carlisle Street Balaclava VIC 3183 (08473/034)	GIOVANNI TESORIERO
2 nd registered mortgage	20 & 22 Bell Street Ripponlea VIC 3183 (11245/656 and 11245/657)	GIOVANNI TESORIERO
2 nd registered mortgage	44-46 Howitt Road Caulfield North VIC 3161 (4160/979 and 4175/953)	GIOVANNI TESORIERO and TERESA TESORIERO
Caveat with 3 rd registered mortgage on default	308 Carlisle Street, Balaclava VIC 3183 (12013/220 and 12013/221)	308 CARLISLE STREET HOLDINGS PTY LTD

- If a person is required to give us a guarantee or security over all their assets, they grant that guarantee or security on the terms of this offer and the memorandum of common provisions.
- If a person is required to give us a mortgage over land, they mortgage the land on the terms of the national mortgage form and the memorandum of common provisions.

Special conditions

Minimum interest and line fee	<ul style="list-style-type: none"> ▪ You must pay at least \$50,000.00 in interest which is calculated on the <i>facility limit</i>.
Retained interest on first drawdown	<ul style="list-style-type: none"> ▪ \$50,000.00 in interest has been deducted from the first drawdown and retained by us to pay towards interest you must pay us.
Confirmation of prior mortgagee's security amount	<ul style="list-style-type: none"> ▪ We require evidence from the existing mortgagee over the <i>land</i> confirming that the existing debt with the Commonwealth Bank of Australia does not exceed \$8,684,945.82.
Principal repayment and additional conditions	<ul style="list-style-type: none"> ▪ Within 30 days of the first draw down you must make a Principal repayment of \$600,000.00 from your own resources and without obtaining an additional facility (Principal Repayment). ▪ After the Principal Repayment and 30 days after the first draw down, we may at our discretion roll over this facility into a first registered mortgage facility over the <i>land</i> with additional terms at our sole discretion, including applicable LVR provisions which are acceptable to us.
Loan to value ratio	<ul style="list-style-type: none"> ▪ At all times your loan to value ratio cannot be more than 68%. <p><i>How is this financial undertaking calculated?</i></p>

Divide (for the calculation period):

- the *secured money*, by
- the value of the *secured property* (using the latest valuations accepted by us).

The result is expressed as a percentage.

When is this financial undertaking tested?

Quarterly and each time you give us (or we obtain) a valuation in accordance with your *finance documents*.

What happens if your loan to value ratio is more?

If your loan to value ratio is more than the percentage stated above, we can ask you to do either (or a combination) of the following:

- pay enough of the *secured money* to ensure the loan to value ratio is not more than the percentage stated above
- give us additional security over property satisfactory to us — this may include a *security interest* over a cash deposit.

You must do this within 30 days after we ask.

- We can use annual accounts and management accounts to work out these values.

Fees and charges

The following fees and charges (inclusive of any applicable goods and services tax) are or may become payable in connection with the facility:

Fee or charge	Amount	When is the fee or charge payable?
Establishment fee – charged to cover the costs of originating the facility.	\$105,000.00	At or prior to the entry into this agreement or drawdown of the facility.
Valuation fee – a fee to be paid to us for obtaining a valuation of the <i>land</i>	\$unascertainable	At or prior to the entry into this agreement or drawdown of the facility.
Lender disbursement fee – a fee to be paid to us on account of the disbursements incurred by us in connection with this agreement.	\$unascertainable	At or prior to settlement.
Correspondence fee – a fee for each item of correspondence sent by us to you or the <i>guarantor</i> to us or sent by you and the <i>guarantor</i> to us.	\$unascertainable	Monthly
Loan extension fee – a fee that may be charged by us if we approve your request to extend the <i>facility term</i>	To be advised	Immediately upon demand by us.
Urgent settlement fee – a fee to be paid to us if we are provided with less than 5 business days' notice to attend a settlement in connection	\$480.00	Before the date of the urgent settlement requested you.

with the <i>collateral</i> (including a discharge of our interests).		
Loan security release fee – a fee paid to us for arranging a release or discharge of a security or mortgage	\$385.00	Immediately upon demand by us.
Further establishment fee – a fee to be paid to us after an <i>event of default</i> has occurred, being a pre-estimate of the loss sustained by us due to the default.	\$unascertainable	Immediately upon demand by us.
Default loan management fee – a fee calculated on a daily basis once an <i>event of default</i> occurs and remains continuing, until it is fixed.	\$75.00 per day	Immediately upon demand by us.
Default correspondence fee - a fee for each item of correspondence sent by us to you (or another person) or sent by you or the <i>guarantor</i> to us as a result of an <i>event of default</i> .	\$235.00	Immediately upon demand by us.
Trust account management fee - a fee that is payable to our lawyers' accountant for managing and transferring settlement funds in respect of facility (eg disbursement of loan funds by cheque or EFT and distribution of settlement funds).	\$220.00	Immediately upon demand by us.
Legal fee - a fee to be paid to our lawyers for preparing the security documents* *If our solicitors incur extra work outside the scope of their initial estimate or work and as a result their fees increase, you must also reimburse us those additional fees. Additional work includes (but is not limited to) additional work because settlement is delayed or the searches reveal additional enquiries are required, you seek to negotiate the documents.	\$3,500.00	At or prior to the entry into this agreement or drawdown of the facility.
Legal disbursements – are expenses and disbursements incurred by our lawyers for preparing the security documents and fees incurred by them (eg search fees, enquiry fees, lodgement fees, PEXA fees, all government revenue charges, transaction specific banking charges, external photocopying costs).	To be advised	At or prior to the entry into this agreement or drawdown of the facility
Legal attendance fee - a fee to be paid by to our lawyers for special legal attendance attendances including but not exclusive to reviewing exclusive of deeds of priority, consenting to leases,	\$330.00 per attendance exclusive of disbursements incurred	Immediately upon demand by us

consenting to disbursements subdivision plans and any other dealings when an incurred. Event of Default has not occurred.

Legal discharge fee - a fee that is payable to our lawyers for each discharge settlement.

A one-off fee of \$1,000.00 per discharge plus \$110.00 for each rescheduled settlement

Immediately upon demand by us

Bank fee - a fixed disbursement fee that is payable \$150.00 to our solicitors to reimburse them for the costs associated with the transfer of settlement funds to you as a part of the advance and back to us as a part of the settlement.

\$150.00

Immediately upon demand by us

Guarantor acknowledgement and signing

By signing this offer, you as guarantor:

- acknowledge that you have considered and understand the terms of this offer and the memorandum of common provisions;
- confirm that you benefit from the facility;
- if we require you to give us security over all your assets to secure your obligations as guarantor, grant us a security over *all assets* on the terms of this offer and the memorandum of common provisions;
- if we require you to give us a mortgage over land to secure your obligations as guarantor, grant us a mortgage over the *land* on the terms of the national mortgage form and the memorandum of common provisions;
- if we require you to provide security for your obligations as guarantor, acknowledge that the securities you give us secure the amounts payable under the facility together with all other amounts payable described in the securities (subject to any limits set out in those securities);
- acknowledge that you are responsible for making yourself aware of the financial position of the borrower and any other person who provides a guarantee.

We recommend that you obtain independent legal, financial and tax advice before signing this offer.

Name: Giovanni Tesoriero

Signature

x *G. Tesoriero*

Date:

Witness name:

Prakash Patel

Witness position: Solicitor
Suite 2, Level 2, 349 Collins Street
Melbourne VIC 3000

Signature An Australian Legal Practitioner
within the meaning of the
Law Application Act 2014 (VIC)

x

Date:

3/3/21

- acknowledge that you have considered and understand the terms of this offer and the memorandum of common provisions;
- confirm that you benefit from the facility;
- if we require you to give us security over all your assets to secure your obligations as guarantor, grant us a security over *all assets* on the terms of this offer and the memorandum of common provisions;
- if we require you to give us a mortgage over land to secure your obligations as guarantor, grant us a mortgage over the *land* on the terms of the national mortgage form and the memorandum of common provisions;
- if we require you to provide security for your obligations as guarantor, acknowledge that the securities you give us secure the amounts payable under the facility together with all other amounts payable described in the securities (subject to any limits set out in those securities);
- acknowledge that you are responsible for making yourself aware of the financial position of the borrower and any other person who provides a guarantee.

We recommend that you obtain independent legal, financial and tax advice before signing this offer.

K&P

Guarantor acknowledgement and signing

By signing this offer, you as guarantor:

- acknowledge that you have considered and understand the terms of this offer and the memorandum of common provisions;
- confirm that you benefit from the facility;
- if we require you to give us security over all your assets to secure your obligations as guarantor, grant us a security over *all assets* on the terms of this offer and the memorandum of common provisions;
- if we require you to give us a mortgage over land to secure your obligations as guarantor, grant us a mortgage over the *land* on the terms of the national mortgage form and the memorandum of common provisions;
- if we require you to provide security for your obligations as guarantor, acknowledge that the securities you give us secure the amounts payable under the facility together with all other amounts payable described in the securities (subject to any limits set out in those securities);
- acknowledge that you are responsible for making yourself aware of the financial position of the borrower and any other person who provides a guarantee.

We recommend that you obtain independent legal, financial and tax advice before signing this offer.

Name: Teresa M Tesoriero	Witness name: <i>CHEZKEEL DEREN</i>
	Witness position: Solicitor
Signature <i>x Teresa Tesoriero</i>	Signature <i>x [Signature]</i>
Date: <i>03/03/2021</i>	Date: <i>03/03/2021</i>

Guarantor acknowledgement and signing

By signing this offer, you as guarantor:

- acknowledge that you have considered and understand the terms of this offer and the memorandum of common provisions;
- confirm that you benefit from the facility;
- if we require you to give us security over all your assets to secure your obligations as guarantor, grant us a security over *all assets* on the terms of this offer and the memorandum of common provisions;
- if we require you to give us a mortgage over land to secure your obligations as guarantor, grant us a mortgage over the *land* on the terms of the national mortgage form and the memorandum of common provisions;
- if we require you to provide security for your obligations as guarantor, acknowledge that the securities you give us secure the amounts payable under the facility together with all other amounts payable described in the securities (subject to any limits set out in those securities);
- acknowledge that you are responsible for making yourself aware of the financial position of the borrower and any other person who provides a guarantee.

We recommend that you obtain independent legal, financial and tax advice before signing this offer.

Name: Basile Papadimitriou

Witness name:

Witness position: Solicitor

Signature

x

Signature

x

Date:

Date:

Guarantor acknowledgement and signing

By signing this offer, you as guarantor:

- acknowledge that you have considered and understand the terms of this offer and the memorandum of common provisions;
- confirm that you benefit from the facility;
- if we require you to give us security over all your assets to secure your obligations as guarantor, grant us a security over *all assets* on the terms of this offer and the memorandum of common provisions;
- if we require you to give us a mortgage over land to secure your obligations as guarantor, grant us a mortgage over the *land* on the terms of the national mortgage form and the memorandum of common provisions;
- if we require you to provide security for your obligations as guarantor, acknowledge that the securities you give us secure the amounts payable under the facility together with all other amounts payable described in the securities (subject to any limits set out in those securities);
- acknowledge that you are responsible for making yourself aware of the financial position of the borrower and any other person who provides a guarantee.

We recommend that you obtain independent legal, financial and tax advice before signing this offer.

Executed by 286 Carlisle Street Pty Ltd ACN 610 042 343 in accordance with Section 127 of the Corporations Act 2001 by being signed by the person who is authorised to sign for the company:

Name: Giovanni Tesoriero

Position: Director

Signature

x *G. Tesoriero*

Date: 3/3/21

Witness name:

Witness position: Solicitor

Prakash Patel
Suite 2, Level 2, 349 Collins Street
Melbourne VIC 3000
An Australian Legal Practitioner
within the meaning of the
Law Application Act 2014 (VIC)

Signature

x

Date: 3/3/21

Name: Vincenzo Tesoriero

Position: Director

Signature

x

Date:

Witness name:

Witness position: Solicitor

Signature

x

Date:

Guarantor acknowledgement and signing

By signing this offer, you as guarantor:

- acknowledge that you have considered and understand the terms of this offer and the memorandum of common provisions;
- confirm that you benefit from the facility;
- if we require you to give us security over all your assets to secure your obligations as guarantor, grant us a security over *all assets* on the terms of this offer and the memorandum of common provisions;
- if we require you to give us a mortgage over land to secure your obligations as guarantor, grant us a mortgage over the *land* on the terms of the national mortgage form and the memorandum of common provisions;
- if we require you to provide security for your obligations as guarantor, acknowledge that the securities you give us secure the amounts payable under the facility together with all other amounts payable described in the securities (subject to any limits set out in those securities);
- acknowledge that you are responsible for making yourself aware of the financial position of the borrower and any other person who provides a guarantee.

We recommend that you obtain independent legal, financial and tax advice before signing this offer.

Executed by 308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439 in accordance with Section 127 of the Corporations Act 2001 by being signed by the person who is authorised to sign for the company:

Name: Vincenzo Tesoriero

Witness name:

Position: Sole Director and Company Secretary

Witness position: Solicitor

Signature

Signature

X

X

Date:

Date:

Lodger Details

Lodger Code
Name
Address
Lodger Box
Phone
Email
Reference

For Office Use Only

**THE BACK OF THIS FORM
MUST NOT BE USED**

MORTGAGE**Jurisdiction** VICTORIA**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference Part Land Affected? Land Description

11245/650
11245/651
11245/652
11245/653
03396/154
08473/034
11245/656
11245/657

Mortgagor

Given Name(s) GIOVANNI
Family Name TESORIERO

Mortgagee

Name NP035 PTY. LTD.
ACN 648251727
Address
Property Name C/- KINGSTON AND PARTNERS
Street Number 167
Street Name EDGECLIFF
Street Type ROAD
Locality WOOLLAHRA
State NSW
Postcode 2025

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference NIL

(b) Additional terms and conditions

Finance Offer Schedule

Facility term 2 Months from the date of the first drawdown

Lender NP035 Pty. Ltd. ACN 648 251 727

Borrower Tesoriero Investment Group Pty Ltd ACN 161 088 115

Guarantor Giovanni Tesoriero, Vincenzo Frank Tesoriero, Teresa M Tesoriero, Basile Papadimitriou, 286

Carlisle Street Pty Ltd ACN 610 042 343 and 308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439

Facility limit \$3,000,000.00

Lower rate 20 % per annum

Higher rate 40 % per annum

1. The provisions set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (Memorandum) are incorporated in this Mortgage.

2. The Mortgagor acknowledges having received a copy of the Memorandum prior to executing this Mortgage.

3. The Mortgagor and Mortgagee acknowledge and agree that references to the Lender include the Mortgagee and references to the Grantor in the Memorandum include the Mortgagor.

SPECIAL CONDITION: Notwithstanding any clause to the contrary contained within this mortgage or the Memorandum the sum secured by this mortgage is the amount of \$3,000,000.00. The Mortgagor acknowledges that the sum of \$3,000,000.00 has been advanced by the Mortgagee.

Mortgagor Execution

Prakash Patel
Suite 2, Level 2, 349 Collins Street
Full Name of Witness Melbourne VIC 3000

An Australian Legal Practitioner
within the meaning of the
Witness Signature Law Application Act 2014 (VIC)

Executed on behalf of GIOVANNI TESORIERO

Signer Name GIOVANNI TESORIERO

Signature

Execution Date

G. Tesoriero

3 / 3 / 21

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference

For Office Use Only

**THE BACK OF THIS FORM
 MUST NOT BE USED**

MORTGAGE

Jurisdiction VICTORIA

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference Part Land Affected? Land Description

2931/109

4160/979

4175/953

Mortgagor

Given Name(s) GIOVANNI
 Family Name TESORIERO

Given Name(s) TERESA
 Family Name TESORIERO

Mortgagee

Name NP035 PTY. LTD.
 ACN 648251727
 Address
 Property Name C/- KINGSTON AND PARTNERS
 Street Number 167
 Street Name EDGECLIFF
 Street Type ROAD
 Locality WOOLLAHRA
 State NSW
 Postcode 2025

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference NIL

(b) Additional terms and conditions

Finance Offer Schedule

Facility term 2 Months from the date of the first drawdown

Lender NP035 Pty. Ltd. ACN 648 251 727

Borrower Tesoriero Investment Group Pty Ltd ACN 161 088 115

Guarantor Giovanni Tesoriero, Vincenzo Frank Tesoriero, Teresa M Tesoriero, Basile Papadimitriou, 286 Carlisle Street Pty Ltd ACN 610 042 343 and 308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439

Facility limit \$3,000,000.00

Lower rate 20 % per annum

Higher rate 40 % per annum

1. The provisions set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (Memorandum) are incorporated in this Mortgage.

2. The Mortgagor acknowledges having received a copy of the Memorandum prior to executing this Mortgage.

3. The Mortgagor and Mortgagee acknowledge and agree that references to the Lender include the Mortgagee and references to the Grantor in the Memorandum include the Mortgagor.

SPECIAL CONDITION: Notwithstanding any clause to the contrary contained within this mortgage or the Memorandum the sum secured by this mortgage is the amount of \$3,000,000.00. The Mortgagor acknowledges that the sum of \$3,000,000.00 has been advanced by the Mortgagee.

Mortgagor Execution**Prakash Patel**Suite 2, Level 2, 349 Collins Street
Melbourne VIC 3000Full Name of Witness **Prakash Patel**

Australian Legal Practitioner

within the meaning of the

Law Application Act 2014 (VIC)

Witness Signature

Executed on behalf of GIOVANNI TESORIERO

Signer Name

GIOVANNI TESORIERO

Signature

G. Tesoriero

Execution Date

3/3/21.

Full Name of Witness

CHEZHELDEREN

Executed on behalf of TERESA TESORIERO

Signer Name

TERESA TESORIERO

Witness Signature

Chezelderen

Signature

Teresa Tesoriero

Execution Date

03/03/2021

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference

For Office Use Only

**THE BACK OF THIS FORM
 MUST NOT BE USED**

MORTGAGE

Jurisdiction VICTORIA

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference Part Land Affected? Land Description

12013/220

12013/221

Mortgagor

Name 308 CARLISLE STREET HOLDINGS PTY LTD
 ACN 613047439

Mortgagee

Name NP035 PTY. LTD.
 ACN 648251727
 Address
 Property Name C/- KINGSTON AND PARTNERS
 Street Number 167
 Street Name EDGECLIFF
 Street Type ROAD
 Locality WOOLLAHRA
 State NSW
 Postcode 2025

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference NIL

(b) Additional terms and conditions

Finance Offer Schedule

Facility term 2 Months from the date of the first drawdown

Lender NP035 Pty. Ltd. ACN 648 251 727

Borrower Tesoriero Investment Group Pty Ltd ACN 161 088 115

Mortgage Form version 1.5

Guarantor Giovanni Tesoriero, Vincenzo Frank Tesoriero, Teresa M Tesoriero, Basile Papadimitriou, 286 Carlisle Street Pty Ltd ACN 610 042 343 and 308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439

Facility limit \$3,000,000.00

Lower rate 20 % per annum

Higher rate 40 % per annum

1. The provisions set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (Memorandum) are incorporated in this Mortgage.

2. The Mortgagor acknowledges having received a copy of the Memorandum prior to executing this Mortgage.

3. The Mortgagor and Mortgagee acknowledge and agree that references to the Lender include the Mortgagee and references to the Grantor in the Memorandum include the Mortgagor.

SPECIAL CONDITION: Notwithstanding any clause to the contrary contained within this mortgage or the Memorandum the sum secured by this mortgage is the amount of \$3,000,000.00. The Mortgagor acknowledges that the sum of \$3,000,000.00 has been advanced by the Mortgagee.

Mortgagor Execution

Executed on behalf of 308 CARLISLE STREET
HOLDINGS PTY LTD

Signer Name VINCENZO TESORIERO

Signer Organisation 308 CARLISLE STREET

Signer Role HOLDINGS PTY LTD

SOLE DIRECTOR / SECRETARY

Signature

Execution Date

CHEQUE DIRECTIONS

To:	Kingston & Partners (K&P)
And to:	NP035 Pty. Ltd. (Lender)
Borrower:	Tesoriero Investment Group Pty Ltd in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870
Security Property:	Units 1-4, 150-152 Brighton Road Ripponlea VIC 3185, 30 Nelson Street Balaclava VIC 3183, 32 Nelson Street Balaclava VIC 3183, 286 Carlisle Street Balaclava VIC 3183, 20 & 22 Bell Street Ripponlea VIC 3183 and 44-46 Howitt Road Caulfield North VIC 3161

The Borrower authorises the Lender and/or K&P to pay the facility limit in the following order:

1. to all encumbrances, statutory fees and/or charges of the Security Property; and
2. to all additional fees and charges necessary to complete this transaction (such as PEXA, registration, account fees, banking fees); and
3. to all other amounts drawn down for settlement in accordance with any written direction provided by the Borrower (or any of its officers), the Borrower's solicitor and/or Borrower's broker; and then
4. in accordance with the below table (or as varied by 1 - 3. above).

Payee	Banking details		Amounts
	BSB	A/C#	
1 Lender	-		
Application/Establishment Fee			\$ 105,000.00
Retained interest			\$ 50,000.00
2 Kingston & Partners	-		
Loan Documentation Fee			\$ 3,500.00
Disbursements (search/registration fees approx.)			\$ 1,100.00
3 Borrower	-		
AMOUNT TO YOU			\$ 2,840,400.00

Subject to 1-4 above, the Borrower's bank account¹ details for transfer of the surplus funds are:

Name of Account:

Bank:

BSB:

Account No:

¹ Unless waived, a certified copy of the Borrower's bank account is required by the Lender prior to the transfer of any money.

Executed

Executed by Tesoriero Investment Group Pty Ltd ACN 161 088 115 in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870 in accordance with Section 127 of the Corporations Act 2001 by being signed by the person who is authorised to sign for the company:

Name: Giovanni Tesoriero	Witness name: Prakash Patel Suite 2, Level 2, 349 Collins Street Melbourne VIC 3000
Position: Director	Witness position: Solicitor An Australian Legal Practitioner within the meaning of the Law Application Act 2014 (VIC)
Signature x <i>G. Tesoriero</i>	Signature x <i>[Signature]</i>
Date: 3/3/21	Date: 3/3/21
Name: Vincenzo Frank Tesoriero	Witness name:
Position: Director	Witness position: Solicitor
Signature x	Signature x
Date:	Date:

Borrower's Advice Declaration

Company Officer:	Giovanni Tesoriero
Position:	Director
Borrower:	Tesoriero Investment Group Pty Ltd ACN 161 088 115 in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870

The Lender will accept a declaration/certificate authorised and produced by the Australian Legal Practitioner's Certificate regulatory body in lieu of the Borrower's Advice Declaration.

I am the Company Officer of the Borrower having agreed to enter into this Facility **HEREBY ACKNOWLEDGE** that:-

1. I understand the terms of the Finance Offer Schedule plus any mortgage the Borrower has provided over land and the terms set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (MCP) (collectively, **Facility**) and my liability both financial and legal thereunder.
2. The Facility has been freely and voluntarily executed by me and without undue influence or pressure from any third party.
3. I have had the opportunity of obtaining and did obtain legal advice from an independent Australian Legal Practitioner prior to executing the Facility as to the legal effect of the Facility and my obligations under it.
4. It is on the basis of:
 - (a) the statements contained:
 - (i) this Facility; and
 - (ii) in this declaration; and
 - (b) my entering into this Facility -

that the Lender has agreed at my request and direction to enter into this Facility and to advance the Borrower the Facility and that I am aware that the Lender relies on the truth of the statements contained in this declaration and in the MCP in entering into this Facility.
5. I have considered and understand that the provision of the Facility will have a financial impact upon me if the Facility is enforced by the Lender.
6. This declaration has been signed by me prior to executing this Facility.

Name: Giovanni Tesoriero

Position: Director

Signature

x *G. Tesoriero*

Date:

Witness name: **Prakash Patel**

Suite 2, Level 2, 349 Collins Street

Witness position: Solicitor

An Australian Legal Practitioner

Witness signature
within the meaning of the
Law Application Act 2014 (VIC)

x *[Signature]*

Date:

3/3/21

KYC information for companies, trust, partnerships ('Entity')

A. Companies

Full name of company	Tesoriero Investment Group Pty Ltd ACN 161 088 115 in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870		
Registered office			
Principal place of business in Australia	c/- Pacific Blue Tax Services Unit 1, 385 Tooronga Road, Hawthorn East, VIC 3123		
Names of all directors	1.		
	2.		
	3.		
Name and residential address of ultimate beneficial owners owning 25% or more of the company	1.		
	2.		
	3.		
Name and residential address of any individual having ultimate control			

B. Trusts

Full name of trust			
Full name of trustee – individual of company			
Business names (if any) of the trust			
ABN			
Type of trust			
The full name of the settlor of the trust, if the settlor contributed AUD \$10,000 or more to the trust, unless the settlor is dead			
Name of ultimate beneficial owners owning 25% or more of the trust:	1.		
	2.		
	3.		
Full name of the natural person appointor or other person who has control of the trust:			
Name of ultimate beneficial owners owning 25% or more of the trustee:			

C. Partnerships

Full name of partnership			
Full business name, as registered with ASIC			
ABN			

Full name and address of one partner.

Full name and residential address of each partner except where the regulated status of the partnership is confirmed through reference to the current membership directory of the relevant professional association

The individuals ultimately owning 25% or more of the partnership, or the individuals controlling the partnership have been identified:

Declaration by Solicitor for the Borrower ('Agent')

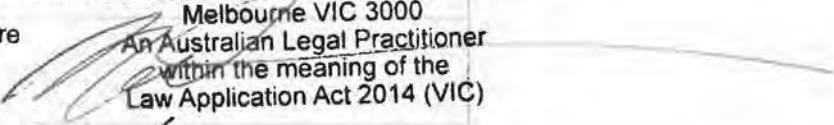
1. I am a person enrolled on the roll of Legal Practitioners in a state or territory of Australia;
2. I have conducted face to face interviews with a person authorised to speak on behalf of the Entity; and
3. I have noted down the details of the Entity as provided to me by a person authorised to speak on behalf of the Entity and have concluded there is no 'suspicious matter' associated with my identification of the individuals controlling the Entity or the proposed transaction.

Signed by Agent

Name:

Prakash Patel

Position: Solicitor **Suite 2, Level 2, 349 Collins Street**
Melbourne VIC 3000

Signature  An Australian Legal Practitioner
within the meaning of the
Law Application Act 2014 (VIC)

x

Date: **31/3/21**

A separate individual KYC form is required for each individual guarantor, director of a company or trustee of a trust who is a borrower and their respective beneficial owners

Obligor's Advice Declaration

Company Officer: Giovanni Tesoriero

Position: Director

Obligor: Tesoriero Investment Group Pty Ltd in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870

The Lender will accept a declaration/certificate authorised and produced by the Australian Legal Practitioner's Certificate regulatory body in lieu of Schedule D and Schedule E.

I am the Company Officer of the Obligor having agreed to enter into this Mortgage **HEREBY ACKNOWLEDGE** that:-

1. I understand the terms of Finance Offer Schedule plus any mortgage the Borrower has provided over land and the terms set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (MCP) (collectively, **Facility**) and my liability both financial and legal thereunder.
2. The Facility has been freely and voluntarily executed by me and without undue influence or pressure from any third party.
3. I have had the opportunity of obtaining and did obtain legal advice from an independent Australian Legal Practitioner prior to executing the Facility as to the legal effect of the Facility and my obligations under it.
4. It is on the basis of:
 - (a) the statements contained:
 - (i) this Facility; and
 - (ii) in this declaration; and
 - (b) my entering into this Facility -

that the Lender has agreed at my request and direction to enter into this Facility and to advance the Obligor the Facility and that I am aware that the Lender relies on the truth of the statements contained in this declaration and in the MCP in entering into this Facility.
5. I have considered and understand that the provision of the Facility will have a financial impact upon me if the Facility is enforced by the Lender.
6. This declaration has been signed by me prior to executing this Facility.

Name: Giovanni Tesoriero

Position: Director

Signature

x *G Tesoriero*
Date: 3/3/21.

Witness name: Prakash Patel

Suite 2, Level 2, 349 Collins Street
 Melbourne VIC 3000
 An Australian Legal Practitioner
 within the meaning of the
 Law Application Act 2014 (VIC)

x *[Signature]*
Date: 3/3/21

KYC information for individual

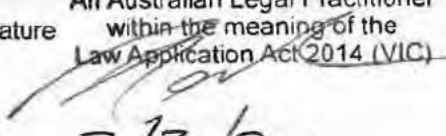
Full name ("Person Being Identified")	Giovanni Tesoriero
Date of birth	
Residential address	
Country of residence	
Any other names known by	
Occupation/business activities	

Verification of identity

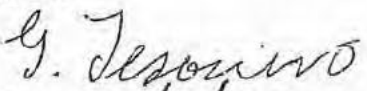
I the Identity Verifier (named below) having been directed to use the Verification of Identity Standard by NP035 Pty. Ltd. hereby certify that:

1. the identification I carried out relates to the Person Being Identified; and
2. the identification was carried out on the date this document was signed by me.
3. the original identification Documents as listed below were produced to me and copies of these Documents signed, dated and endorsed by me as true copies are attached to this certification; and
4. the verification of identity was conducted at a face to face meeting with the Person Being Identified and in accordance with the Verification of Identity Standard; and
5. I witnessed the Person Being Identified grant the mortgages.

Signed by Identity Verifier

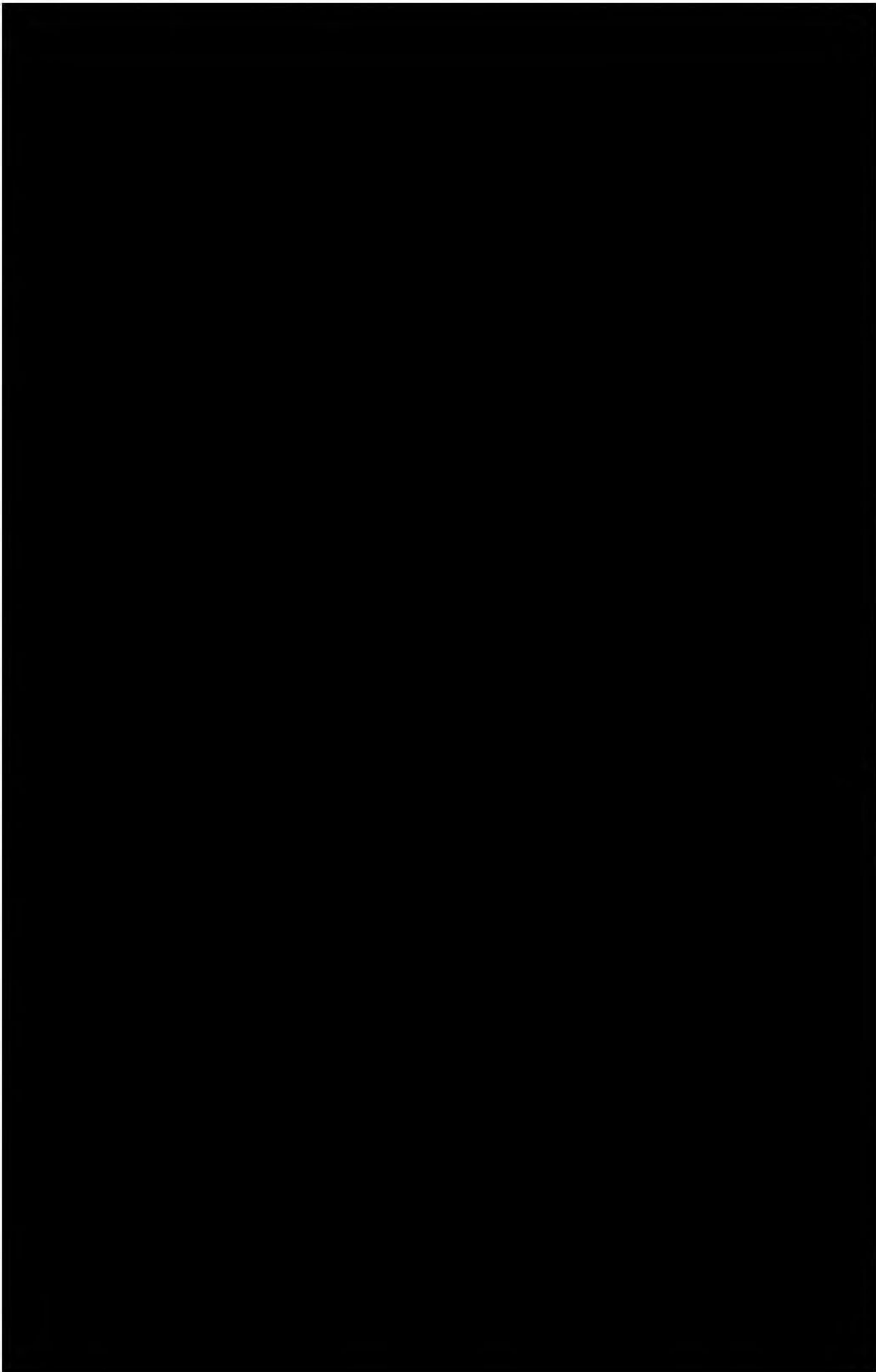
Name: **Prakash Patel**
 Suite 2, Level 2, 349 Collins Street
 Position: Solicitor Melbourne VIC 3000
 An Australian Legal Practitioner
 Signature within the meaning of the
 Law Application Act 2014 (VIC)
 x 
 Date: 3/3/21.

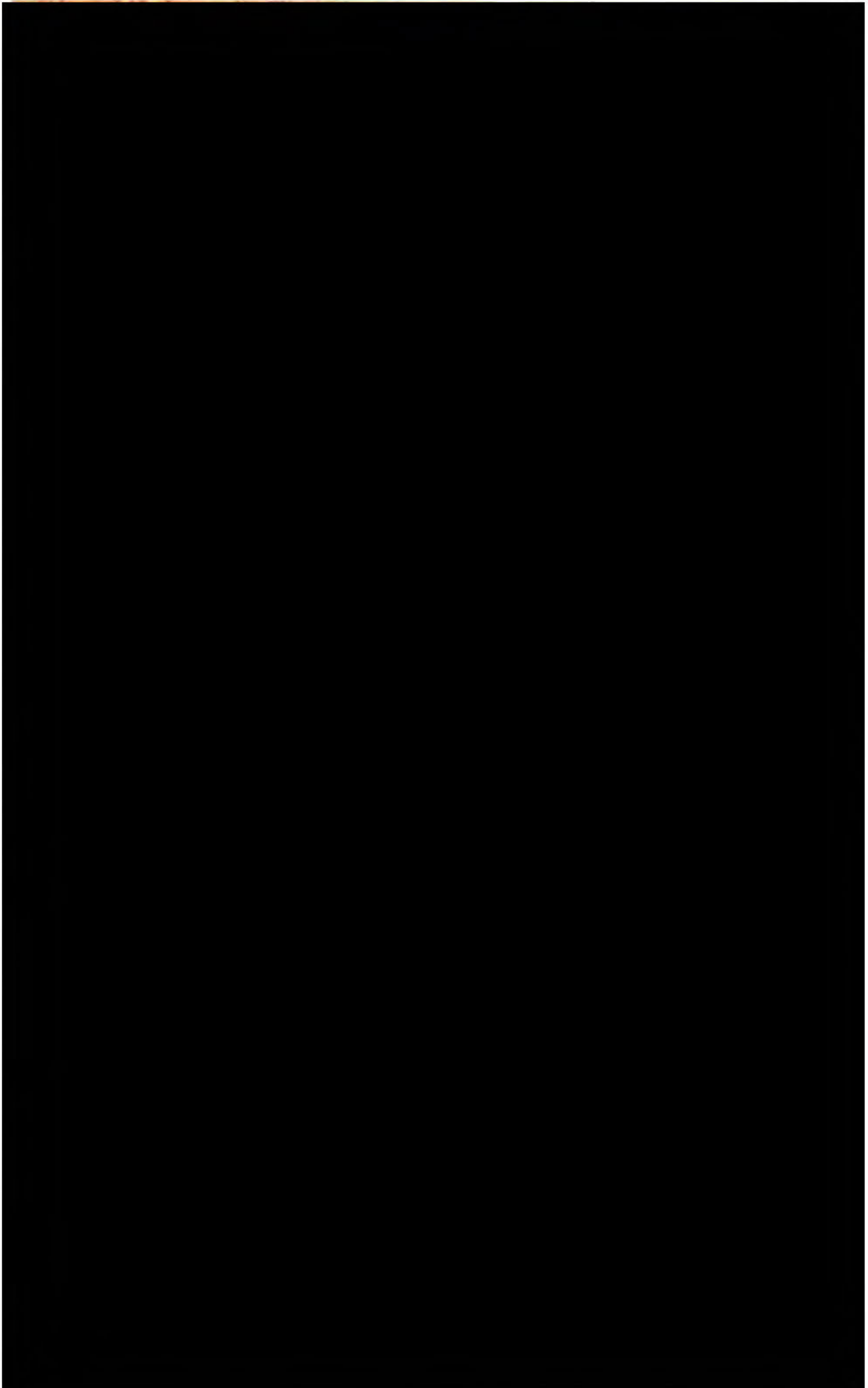
Signed by Person Being Identified

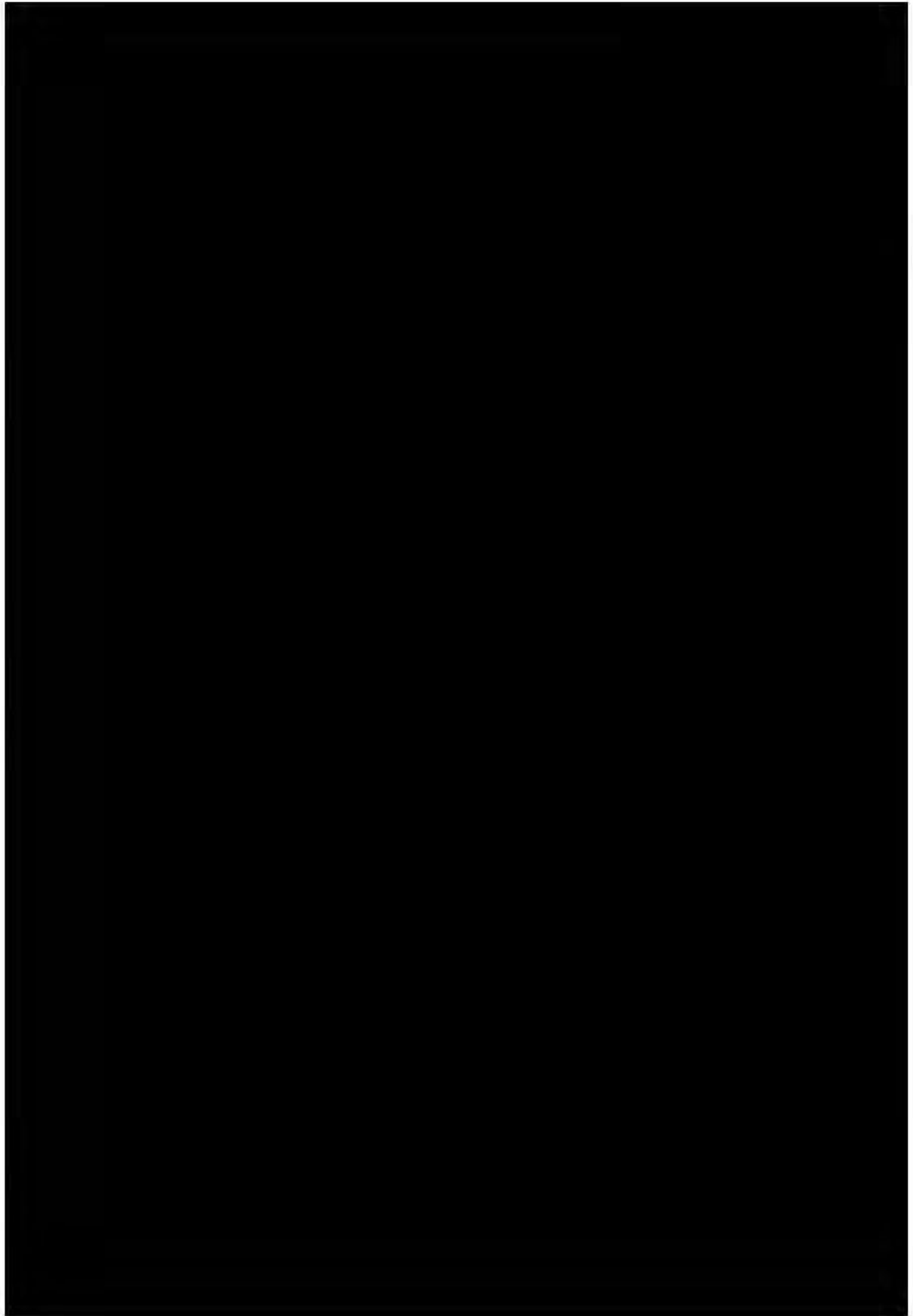
Name: GIOVANNI
 TESORIERO
 Signature
 x 
 Date: 3/3/21.

**Annexure – prescribed list of identification documents from Model Participation Rules Version 5
(excluding Identity Declarant option)**

FOR PERSONS WHO ARE AUSTRALIAN CITIZENS OR RESIDENTS	
<i>Category</i>	<i>Minimum document requirements</i>
<input type="checkbox"/> Category 1	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus Australian drivers licence or Photo Card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 2	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 3	Australian drivers licence or Photo Card plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 4(a)	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 4(b)	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 5(a)	Identifier Declaration plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 5(b)	Identifier Declaration by a Person specified in Verification of Identity Standard paragraph 4.4(e) plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary. <i>Note: Refer to Verification of Identity Standard paragraph 4.</i>
FOR PERSONS WHO ARE NOT AUSTRALIAN CITIZENS OR RESIDENTS	
<input type="checkbox"/> Category 6(a)	Foreign passport plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 6(b)	Foreign passport plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary.







Guarantor's Advice Declaration

Guarantor: Teresa M Tesoriero
Address: [REDACTED]
Borrower: Tesoriero Investment Group Pty Ltd ACN 161 088 115

The Lender will accept a declaration/certificate authorised and produced by the Australian Legal Practitioner's Certificate regulatory body in lieu of this Guarantor's Advice Declaration.

I am the Guarantor having agreed to guarantee the performance of the Borrower pursuant to the Guarantee HEREBY ACKNOWLEDGE that:-

1. I understand the terms of the Guarantee referred to in the Finance Offer Schedule plus any mortgage that I have provided over land and the terms set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (MCP) (collectively, **Guarantee**) and my liability both financial and legal thereunder.
2. The Guarantee has been freely and voluntarily executed by me and without undue influence or pressure from any third party.
3. I have had the opportunity of obtaining and did obtain legal advice from an independent Australian Legal Practitioner prior to executing the Guarantee as to the legal effect of the Guarantee and my obligations under it.
4. It is on the basis of:
 - (a) the statements contained:
 - (i) the Guarantee; and
 - (ii) in this declaration; and
 - (b) my entering into this Guarantee -

that the Lender has agreed at my request and direction to enter into this Guarantee and to advance the Borrower the Principal Amount and that I am aware that the Lender relies on the truth of the statements contained in this declaration and in the MCP in entering into this Guarantee.
5. I have considered and understand that the provision of the Guarantee will have a financial impact upon me if the Guarantee is enforced by the Lender.
6. This declaration has been signed by me prior to executing this Guarantee.

Name: Teresa M Tesoriero

Signature

x *Teresa Tesoriero*

Date: 03/03/2021

Witness name: *CHERYL DEAN*

Witness position: Solicitor

Witness signature

x *[Signature]*

Date: 03/03/2021

KYC information for individual

Full name ('Person Being Identified')	Teresa M Tesoriero
Date of birth	
Residential address	
Country of residence	
Any other names known by	
Occupation/business activities	

Verification of identity

I the Identity Verifier (named below) having been directed to use the Verification of Identity Standard by NP035 Pty. Ltd. hereby certify that:

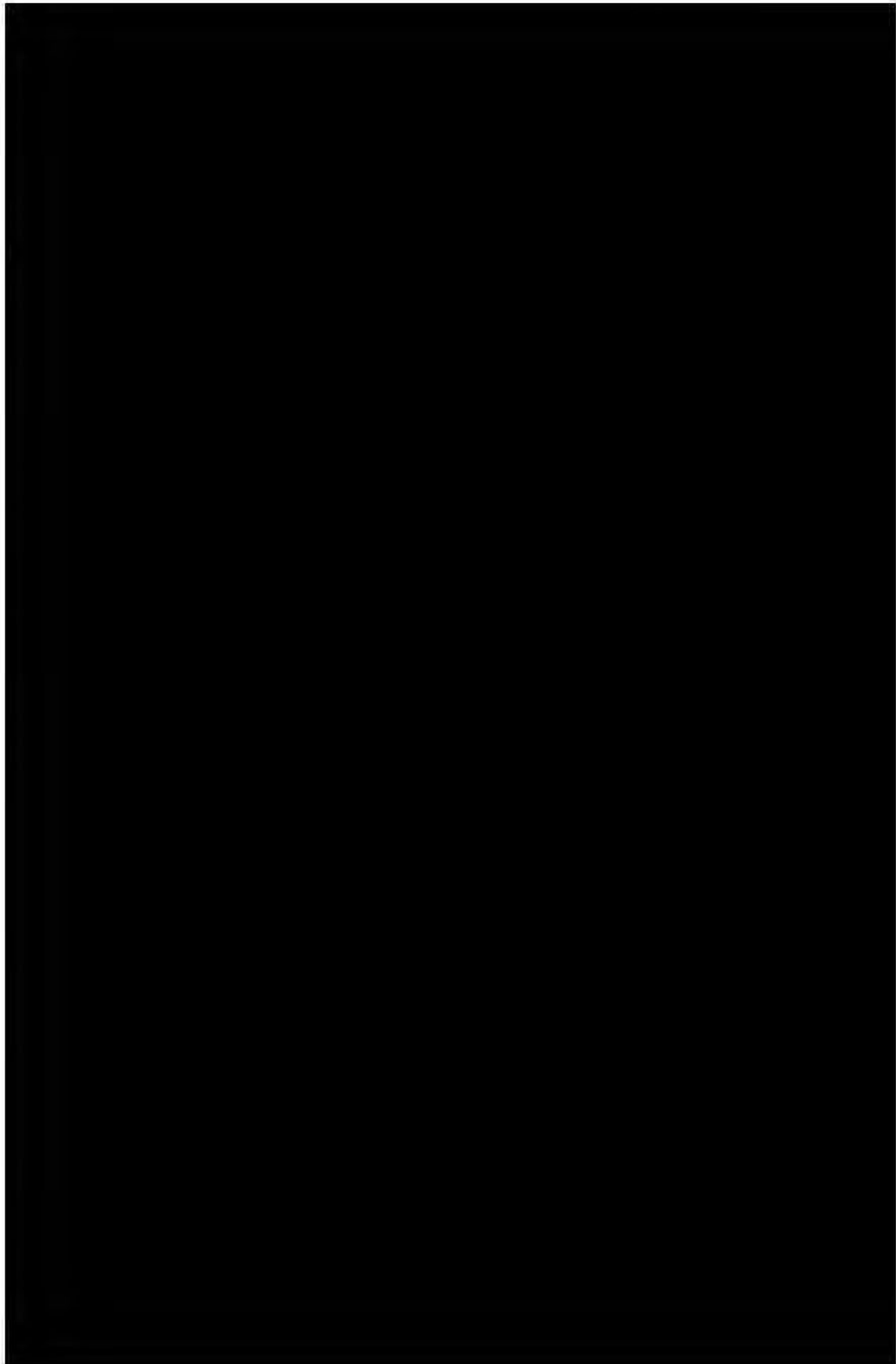
1. the identification I carried out relates to the Person Being Identified; and
2. the identification was carried out on the date this document was signed by me.
3. the original identification Documents as listed below were produced to me and copies of these Documents signed, dated and endorsed by me as true copies are attached to this certification; and
4. the verification of identity was conducted at a face to face meeting with the Person Being Identified and in accordance with the Verification of Identity Standard; and
5. I witnessed the Person Being Identified grant the mortgages.



Signed by Identity Verifier	Signed by Person Being Identified
Name: Chezekel Deren	Name:
Position: Suite 2, Level 2, 349 Collins Street Melbourne VIC 3000	
Signature An Australian Legal Practitioner within the meaning of the Law Application Act 2014 (VIC)	Signature
x	x
Date:	Date:

Annexure – prescribed list of identification documents from Model Participation Rules Version 5 (excluding Identity Declarant option)

FOR PERSONS WHO ARE AUSTRALIAN CITIZENS OR RESIDENTS	
Category	Minimum document requirements
<input type="checkbox"/> Category 1	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus Australian drivers licence or Photo Card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 2	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 3	Australian drivers licence or Photo Card plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 4(a)	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 4(b)	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 5(a)	Identifier Declaration plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 5(b)	Identifier Declaration by a Person specified in Verification of Identity Standard paragraph 4.4(e) plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary. <i>Note: Refer to Verification of Identity Standard paragraph 4.</i>
FOR PERSONS WHO ARE NOT AUSTRALIAN CITIZENS OR RESIDENTS	
<input type="checkbox"/> Category 6(a)	Foreign passport plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 6(b)	Foreign passport plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary.



Guarantor's Advice Declaration

Guarantor: 286 Carlisle Street Pty Ltd ACN 610 042 343

Borrower: Tesoriero Investment Group Pty Ltd ACN 161 088 115 in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870

The Lender will accept a guarantor or surety declaration/certificate authorised and produced by the Australian Legal Practitioner's regulatory body in lieu of Schedule F.

The Guarantor having agreed to guarantee the performance of the Borrower pursuant to the Mortgage HEREBY ACKNOWLEDGE that:-

1. the Guarantor understands the terms of the Guarantee referred to in the Finance Offer Schedule plus any mortgage that I have provided over land and the terms set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (MCP) (collectively, **Guarantee**) and its liability both financial and legal thereunder.
2. The Guarantee has been freely and voluntarily executed by the Guarantor and without undue influence or pressure from any third party.
3. the Guarantor has had the opportunity of obtaining and did obtain legal advice from an independent Australian Legal Practitioner prior to executing the Guarantee as to the legal effect of the Guarantee and the Guarantor obligations under it.
4. It is on the basis of:
 - (a) the statements contained:
 - (i) the Guarantee; and
 - (ii) in this declaration; and
 - (b) the Guarantor entering into this Guarantee -

that the Lender has agreed to the Guarantor's request and direction to advance the Borrower the Principal Amount and that the Guarantor is aware that the Lender relies on the truth of the statements contained in this declaration and in the Guarantee in entering into this Mortgage.
5. The Guarantor has considered and understand that the provision of the Guarantee will have a financial impact upon the Guarantor if the Guarantee is enforced by the Lender.
6. This declaration has been signed by the Guarantor prior to executing this Guarantee.

Executed by 286 Carlisle Street Pty Ltd ACN 610 042 343 in accordance with Section 127 of the Corporations Act 2001 by being signed by the person who is authorised to sign for the company:

Name: VINCENZO TESORIERO

Position: Director

Signature

x

Date:

Name: GIOVANNI TESORIERO

Position: Director

Signature

x

Date:

Solicitor's name:

Solicitors certificate #:

Signature

x

Date:

Solicitor's name: **Prakash Patel**
Solicitor's certificate #: 2, 349 Collins Street
 Melbourne VIC 3000

Signature

x

Date:

An Australian Legal Practitioner
 within the meaning of the
 Law Application Act 2014 (VIC)

Australian Legal Practitioners Certificate

Guarantor:	286 Carlisle Street Pty Ltd ACN 610 042 343
Borrower:	Tesoriero Investment Group Pty Ltd ACN 161 088 115 in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870

The Lender will accept a solicitor's declaration/certificate authorised and produced by the Australian Legal Practitioner's regulatory body in lieu of Schedule G.

I, the Australian Legal Practitioner named below do hereby certify:

1. I am satisfied that the Guarantor and the persons who has executed the Guarantee are the same entity named in the Guarantee and my means of so identifying the signatory is contained within the attached Combined Appointment as Identifier Certificate and Identification Certificate.
2. I have explained to the signatory the nature and the effect of the Guarantee to be executed by the Guarantor and each of its terms and the legal effect of the Guarantee and its terms.
3. That the signatory told me that the Guarantor had:
 - (a) read and understood the effect of the Guarantee and its terms; and
 - (b) understood the financial risks to the Guarantor of signing the Guarantee.
4. That the signatory for the Guarantor told me that the Guarantor signed the Guarantee of its own free will.
5. That following the steps in paragraphs 1 to 4 above, the Guarantee was then signed by the signatory in my presence and witnessed by me.

Name:	Prakash Patel
Position:	Suite 2, Level 2, 349 Collins Street Melbourne VIC 3000 An Australian Legal Practitioner within the meaning of the Law Application Act 2014 (VIC)
Signature	
Date:	3/3/21

KYC information for companies, trust, partnerships ('Entity')

A. Companies

Full name of company	286 Carlisle Street Pty Ltd ACN 610 042 343		
Registered office			
Principal place of business in Australia	C/- Pacific Blue Tax Services Level 1, 385 Tooronga Road, Hawthorn East, VIC 3123		
Names of all directors	1.		
	2.		
	3.		
Name and residential address of ultimate beneficial owners owning 25% or more of the company	1.		
	2.		
	3.		
Name and residential address of any individual having ultimate control			

B. Trusts

Full name of trust			
Full name of trustee – individual of company			
Business names (if any) of the trust			
ABN			
Type of trust			
The full name of the settlor of the trust, if the settlor contributed AUD \$10,000 or more to the trust, unless the settlor is dead			
Name of ultimate beneficial owners owning 25% or more of the trust:	1.		
	2.		
	3.		
Full name of the natural person appointor or other person who has control of the trust:			

Name of ultimate beneficial owners
owning 25% or more of the trustee:

C. Partnerships

Full name of partnership

Full business name, as registered with
ASIC

ABN

Full name and address of one partner.

Full name and residential address of
each partner except where the
regulated status of the partnership is
confirmed through reference to the
current membership directory of the
relevant professional association

The individuals ultimately owning 25%
or more of the partnership, or the
individuals controlling the partnership
have been identified:

Declaration by Solicitor for the Borrower ('Agent')

1. I am a person enrolled on the roll of Legal Practitioners in a state or territory of Australia;
2. I have conducted face to face interviews with a person authorised to speak on behalf of the Entity; and
3. I have noted down the details of the Entity as provided to me by a person authorised to speak on behalf of the Entity and have concluded there is no 'suspicious matter' associated with my identification of the individuals controlling the Entity or the proposed transaction.

Signed by Agent

Name: **Prakash Patel**
Suite 2, Level 2, 349 Collins Street
Melbourne VIC 3000
Position: Solicitor
An Australian Legal Practitioner
within the meaning of the
Law Application Act 2014 (VIC)

Signature

x

Date:

3/3/21.

A separate individual KYC form is required for each individual guarantor, director of a company or trustee of a trust who is a borrower and their respective beneficial owners

Guarantor's Advice Declaration

Guarantor: 308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439

Borrower: Tesoriero Investment Group Pty Ltd ACN 161 088 115 in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870

The Lender will accept a guarantor or surety declaration/certificate authorised and produced by the Australian Legal Practitioner's regulatory body in lieu of Schedule F.

The Guarantor having agreed to guarantee the performance of the Borrower pursuant to the Mortgage HEREBY ACKNOWLEDGE that:-

1. the Guarantor understands the terms of the Guarantee referred to in the Finance Offer Schedule plus any mortgage that I have provided over land and the terms set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (MCP) (collectively, **Guarantee**) and its liability both financial and legal thereunder.
2. The Guarantee has been freely and voluntarily executed by the Guarantor and without undue influence or pressure from any third party.
3. the Guarantor has had the opportunity of obtaining and did obtain legal advice from an independent Australian Legal Practitioner prior to executing the Guarantee as to the legal effect of the Guarantee and the Guarantor obligations under it.
4. It is on the basis of:
 - (a) the statements contained:
 - (i) the Guarantee; and
 - (ii) in this declaration; and
 - (b) the Guarantor entering into this Guarantee -

that the Lender has agreed to the Guarantor's request and direction to advance the Borrower the Principal Amount and that the Guarantor is aware that the Lender relies on the truth of the statements contained in this declaration and in the Guarantee in entering into this Mortgage.
5. The Guarantor has considered and understand that the provision of the Guarantee will have a financial impact upon the Guarantor if the Guarantee is enforced by the Lender.
6. This declaration has been signed by the Guarantor prior to executing this Guarantee.

Executed by 308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439 in accordance with Section 127 of the Corporations Act 2001 by being signed by the person who is authorised to sign for the company:

Name: Vincenzo Tesoriero

Solicitor's name:

Position: Sole Director and Sole Company Secretary

Solicitors certificate #:

Signature

Signature

x

x

Date:

Date:

Australian Legal Practitioners Certificate

Guarantor:	308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439
Borrower:	Tesoriero Investment Group Pty Ltd ACN 161 088 115 in its corporate capacity and as Trustee for Tesoriero Investments Family Trust ABN 40 853 604 870

The Lender will accept a solicitor's declaration/certificate authorised and produced by the Australian Legal Practitioner's regulatory body in lieu of Schedule G.

I, the Australian Legal Practitioner named below do hereby certify:

1. I am satisfied that the Guarantor and the persons who has executed the Guarantee are the same entity named in the Guarantee and my means of so identifying the signatory is contained within the attached Combined Appointment as Identifier Certificate and Identification Certificate.
2. I have explained to the signatory the nature and the effect of the Guarantee to be executed by the Guarantor and each of its terms and the legal effect of the Guarantee and its terms.
3. That the signatory told me that the Guarantor had:
 - (a) read and understood the effect of the Guarantee and its terms; and
 - (b) understood the financial risks to the Guarantor of signing the Guarantee.
4. That the signatory for the Guarantor told me that the Guarantor signed the Guarantee of its own free will.
5. That following the steps in paragraphs 1 to 4 above, the Guarantee was then signed by the signatory in my presence and witnessed by me.

Name:

Position: Australian Legal Practitioner

Signature

X

Date:

KYC information for companies, trust, partnerships ('Entity')

A. Companies

Full name of company	308 Carlisle Street Holdings Pty. Ltd. ACN 613 047 439		
Registered office			
Principal place of business in Australia	Level 1, 385 Tooronga Road, Hawthorn East, VIC 3123		
Names of all directors	1.		
	2.		
	3.		
Name and residential address of ultimate beneficial owners owning 25% or more of the company	1.		
	2.		
	3.		
Name and residential address of any individual having ultimate control			

B. Trusts

Full name of trust			
Full name of trustee – individual of company			
Business names (if any) of the trust			
ABN			
Type of trust			
The full name of the settlor of the trust, if the settlor contributed AUD \$10,000 or more to the trust, unless the settlor is dead			
Name of ultimate beneficial owners owning 25% or more of the trust:	1.		
	2.		
	3.		
Full name of the natural person appointor or other person who has control of the trust:			

Name of ultimate beneficial owners owning 25% or more of the trustee:	
---	--

C. Partnerships

Full name of partnership	
--------------------------	--

Full business name, as registered with ASIC	
---	--

ABN	
-----	--

Full name and address of one partner.	
---------------------------------------	--

Full name and residential address of each partner except where the regulated status of the partnership is confirmed through reference to the current membership directory of the relevant professional association	
--	--

The individuals ultimately owning 25% or more of the partnership, or the individuals controlling the partnership have been identified:	
--	--

Declaration by Solicitor for the Borrower ('Agent')

1. I am a person enrolled on the roll of Legal Practitioners in a state or territory of Australia;
2. I have conducted face to face interviews with a person authorised to speak on behalf of the Entity; and
3. I have noted down the details of the Entity as provided to me by a person authorised to speak on behalf of the Entity and have concluded there is no 'suspicious matter' associated with my identification of the individuals controlling the Entity or the proposed transaction.

Signed by Agent	
-----------------	--

Name:	
-------	--

Position: Solicitor	
---------------------	--

Signature	
-----------	--

x	
---	--

Date:	
-------	--

A separate individual KYC form is required for each individual guarantor, director of a company or trustee of a trust who is a borrower and their respective beneficial owners

Guarantor's Advice Declaration

Guarantor: Vincenzo Frank Tesoriero

Address: [REDACTED]

Borrower: Tesoriero Investment Group Pty Ltd ACN 161 088 115

The Lender will accept a declaration/certificate authorised and produced by the Australian Legal Practitioner's Certificate regulatory body in lieu of this Guarantor's Advice Declaration.

I am the Guarantor having agreed to guarantee the performance of the Borrower pursuant to the Guarantee HEREBY ACKNOWLEDGE that:-

1. I understand the terms of the Guarantee referred to in the Finance Offer Schedule plus any mortgage that I have provided over land and the terms set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (MCP) (collectively, **Guarantee**) and my liability both financial and legal thereunder.
2. The Guarantee has been freely and voluntarily executed by me and without undue influence or pressure from any third party.
3. I have had the opportunity of obtaining and did obtain legal advice from an independent Australian Legal Practitioner prior to executing the Guarantee as to the legal effect of the Guarantee and my obligations under it.
4. It is on the basis of:
 - (a) the statements contained:
 - (i) the Guarantee; and
 - (ii) in this declaration; and
 - (b) my entering into this Guarantee -

that the Lender has agreed at my request and direction to enter into this Guarantee and to advance the Borrower the Principal Amount and that I am aware that the Lender relies on the truth of the statements contained in this declaration and in the MCP in entering into this Guarantee.
5. I have considered and understand that the provision of the Guarantee will have a financial impact upon me if the Guarantee is enforced by the Lender.
6. This declaration has been signed by me prior to executing this Guarantee.

Name: Vincenzo Frank Tesoriero

Signature

X

Date:

Witness name:

Witness position: Solicitor

Witness signature

X

Date:

KYC information for individual

Full name ('Person Being Identified')	Vincenzo Frank Tesoriero
Date of birth	
Residential address	
Country of residence	
Any other names known by	
Occupation/business activities	

Verification of identity

I the Identity Verifier (named below) having been directed to use the Verification of Identity Standard by NP035 Pty. Ltd. hereby certify that:

1. the identification I carried out relates to the Person Being Identified; and
2. the identification was carried out on the date this document was signed by me.
3. the original identification Documents as listed below were produced to me and copies of these Documents signed, dated and endorsed by me as true copies are attached to this certification; and
4. the verification of identity was conducted at a face to face meeting with the Person Being Identified and in accordance with the Verification of Identity Standard; and
5. I witnessed the Person Being Identified grant the mortgages.

Description of identity Documents produced	Expiry date

Signed by Identity Verifier Name: Position: Solicitor Signature x Date:	Signed by Person Being Identified Name: Signature x Date:
--	--

**Annexure – prescribed list of identification documents from Model Participation Rules Version 5
(excluding Identity Declarant option)**

FOR PERSONS WHO ARE AUSTRALIAN CITIZENS OR RESIDENTS	
<i>Category</i>	<i>Minimum document requirements</i>
<input type="checkbox"/> Category 1	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus Australian drivers licence or Photo Card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 2	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 3	Australian drivers licence or Photo Card plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 4(a)	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 4(b)	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 5(a)	Identifier Declaration plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 5(b)	Identifier Declaration by a Person specified in Verification of Identity Standard paragraph 4.4(e) plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary. <i>Note: Refer to Verification of Identity Standard paragraph 4.</i>
FOR PERSONS WHO ARE NOT AUSTRALIAN CITIZENS OR RESIDENTS	
<input type="checkbox"/> Category 6(a)	Foreign passport plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 6(b)	Foreign passport plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary.

Guarantor's Advice Declaration

Guarantor:	Basile Papadimitriou
Address:	23 Margaret Street, Rozelle, NSW 2039
Borrower:	Tesoriero Investment Group Pty Ltd ACN 161 088 115

The Lender will accept a declaration/certificate authorised and produced by the Australian Legal Practitioner's Certificate regulatory body in lieu of this Guarantor's Advice Declaration.

I am the Guarantor having agreed to guarantee the performance of the Borrower pursuant to the Guarantee HEREBY ACKNOWLEDGE that:-

1. I understand the terms of the Guarantee referred to in the Finance Offer Schedule plus any mortgage that I have provided over land and the terms set out in the Kingston & Partners Memorandum of Common Provision Version 1 (LFMCPV1) (MCP) (collectively, **Guarantee**) and my liability both financial and legal thereunder.
2. The Guarantee has been freely and voluntarily executed by me and without undue influence or pressure from any third party.
3. I have had the opportunity of obtaining and did obtain legal advice from an independent Australian Legal Practitioner prior to executing the Guarantee as to the legal effect of the Guarantee and my obligations under it.
4. It is on the basis of:
 - (a) the statements contained:
 - (i) the Guarantee; and
 - (ii) in this declaration; and
 - (b) my entering into this Guarantee -

that the Lender has agreed at my request and direction to enter into this Guarantee and to advance the Borrower the Principal Amount and that I am aware that the Lender relies on the truth of the statements contained in this declaration and in the MCP in entering into this Guarantee.
5. I have considered and understand that the provision of the Guarantee will have a financial impact upon me if the Guarantee is enforced by the Lender.
6. This declaration has been signed by me prior to executing this Guarantee.

Name: Basile Papadimitriou

Signature

X

Date:

Witness name:

Witness position: Solicitor

Witness signature

X

Date:

KYC information for individual

Full name ('Person Being Identified')	Basile Papadimitriou
Date of birth	
Residential address	23 Margaret Street, Rozelle, NSW 2039
Country of residence	
Any other names known by	
Occupation/business activities	

Verification of identity

I the Identity Verifier (named below) having been directed to use the Verification of Identity Standard by NP035 Pty. Ltd. hereby certify that:

1. the identification I carried out relates to the Person Being Identified; and
2. the identification was carried out on the date this document was signed by me.
3. the original identification Documents as listed below were produced to me and copies of these Documents signed, dated and endorsed by me as true copies are attached to this certification; and
4. the verification of identity was conducted at a face to face meeting with the Person Being Identified and in accordance with the Verification of Identity Standard; and
5. I witnessed the Person Being Identified grant the mortgages.

Description of identity Documents produced	Expiry date

Signed by Identity Verifier	Signed by Person Being Identified
Name:	Name:
Position: Solicitor	
Signature	Signature
x	x
Date:	Date:

**Annexure – prescribed list of identification documents from Model Participation Rules Version 5
(excluding Identity Declarant option)**

FOR PERSONS WHO ARE AUSTRALIAN CITIZENS OR RESIDENTS	
<i>Category</i>	<i>Minimum document requirements</i>
<input type="checkbox"/> Category 1	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus Australian drivers licence or Photo Card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 2	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 3	Australian drivers licence or Photo Card plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 4(a)	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 4(b)	Australian Passport or foreign passport or Australian Evidence of Immigration Status ImmiCard or Australian Migration Status ImmiCard plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 5(a)	Identifier Declaration plus full birth certificate or citizenship certificate or descent certificate plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 5(b)	Identifier Declaration by a Person specified in Verification of Identity Standard paragraph 4.4(e) plus Medicare or Centrelink or Department of Veterans' Affairs card plus change of name or marriage certificate if necessary. <i>Note: Refer to Verification of Identity Standard paragraph 4.</i>
FOR PERSONS WHO ARE NOT AUSTRALIAN CITIZENS OR RESIDENTS	
<input type="checkbox"/> Category 6(a)	Foreign passport plus another form of government issued photographic identity Document plus change of name or marriage certificate if necessary.
<input type="checkbox"/> Category 6(b)	Foreign passport plus full birth certificate plus another form of government issued identity Document plus change of name or marriage certificate if necessary.