

26 July 2021

BY EMAIL

Forum Finance Pty Limited (In Liquidation)
c/- Allens
Deutsche Bank Place
Corner Hunter and Phillip Street
Sydney NSW 2000

Dear Sir/Madam

**Receivables Acquisition and Servicing Agreement dated 6 November 2020 (Master Agreement)
Societe Generale v Forum Finance Pty Limited (In Liquidation) – FCA proceeding NSD642/2021 (SG proceeding)**

1. We refer to:
 - (a) the Master Agreement between, among others, Forum Finance Pty Limited (In Liquidation) (**Forum Finance**) and Societe Generale, Sydney Branch (**SG**);
 - (b) the Affidavit of Gregory Thong sworn on 30 June 2021 (**Affidavit**) that was filed and served on Forum Finance in the SG proceeding and which forms part of this letter;
 - (c) the Concise Statement filed and served on 1 July 2021 (**CS**) in the SG proceeding and which also forms part of this letter;
 - (d) the orders made by Justice Lee on 16 July 2021 in Federal Court of Australia Proceeding Number NSD616/2021 placing Forum Finance into liquidation; and
 - (e) your email to Ashurst Australia dated 26 July 2021 notifying the address for the delivery of a demand under the Master Agreement are email addresses Chris.Prestwich@allens.com.au and Kirsty.Prinsloo@allens.com.au.
2. In the circumstances set out in the Affidavit and CS and paragraph 1(d) above:
 - (a) Forum Finance has breached the Master Agreement. In particular, and without limitation, Forum Finance has breached clauses 8.1(e), 8.1(g)(i), 8.1(j)(i), 8.1(k), 8.1(n), 8.1(r), 8.1(s), 8.1(u)(i), 8.1(v), 8.2(a), 8.2(b), 8.2(f), 8.2(g), 9.1(b), 9.1(g)(i), 9.1(g)(ii), 9.1(k)(iii) and 9.1(p) of the Master Agreement;
 - (b) by virtue of the matters set out in paragraph 2(a) above, and the operation of clauses 3.2(a)(ii) and 3.2(a)(iii) of the Master Agreement, Forum Finance is deemed to have collected the "Outstanding Balance" (as defined in the Master Agreement) and in breach of clause 3.2(b) of the Master Agreement it has failed to promptly pay that amount to our client;
 - (c) there has been an Event of Default (as defined in the Master Agreement) as set out in clauses 11.1(a)-(d), (g), (i) and (j) of the Master Agreement; and

- (d) those matters have, in the reasonable opinion of SG, had a "Material Adverse Effect" as set out in each of subparagraphs (a) to (f) in the definition of that term in the Master Agreement.
3. In light of the matters set out in paragraph 2 above, SG demands immediate payment of the sum of \$10,391,585.09, being:
- (a) the sum of \$10,278,999, being the "Outstanding Balance" of the First Offer Notice, the Second Offer Notice and the Third Offer Notice (as those terms are defined in the Master Agreement) pursuant to clause 3.2(b) of the Master Agreement and the indemnity contained in clause 12.2 of the Master Agreement;
 - (b) the sum of \$63,319, being the "Fixed Rate Termination Payments" (as defined in the Master Agreement) pursuant to the indemnities contained in clauses 6.3 and 12.2 of the Master Agreement; and
 - (c) the sum of \$49,267.09, being SG's legal expenses in relation to the preparation, execution and completion of the Master Agreement pursuant to clause 19.5(a)(i) of the Master Agreement and the indemnity contained in clause 12.2 of the Master Agreement.
4. In addition:
- (a) interest accrues on the amounts set out in paragraph 3 in accordance with clause 16.1 of the Master Agreement; and
 - (b) Forum Finance must pay all of SG's legal expenses in connection with the proceeding on a full indemnity basis in accordance with clause 9.5(a)(ii) of the Master Agreement,
 - (c) each of which are amounts also the subject of the indemnity contained in clause 12.2 of the Master Agreement.
5. SG reserves all of its rights.

Yours faithfully



Lisa Mazere
Managing Director and Chief Operating Officer, Australia
Societe Generale, Sydney Branch