

State of Victoria
Road Safety Act 1986
Certificate under Section 84(4A)

CERTIFICATE AS TO REGISTRATION IN CERTAIN NAME

This is to certify that on 01/09/2021 a vehicle with the details set out below was registered to :

Name : 65 NELSON STREET ENTERPRIS ES PTY LTD

Residential address : 44 HOWITT RD CAULFIELD NORTH 3161

Postal address :

Vehicle details

Vehicle registration number : ACI676
and Check digit : T

Colour / Year / Make / Type : BLACK 2014 PORSCHE WAGON

Serial number : 00433219

VIN/Chassis number : WP1ZZZ92ZFLA65814

Engine number : 010233

Expiry date : 05/12/2021

Axles :

GCM, GVM, Tare mass : N/A, N/A, 01500
(values in kg)

Cubic capacity (motor cycle) :

Category/Rate code : VL

Learner approved motorcycle : No
(LAM)

Issued by : PAUL YOUNIS
THE SECRETARY TO THE DEPARTMENT OF TRANSPORT

On : 01/09/2021

Userid : CRDAXH

From: S Pagano <s.pagano@live.com.au>
Sent: Tuesday, 6 October 2020 10:32 PM
To: accountsreceivable@grays.com.au
Cc: collections@grays.com.au; Vince Tesoriero
Subject: GraysOnline Invoice 20007068-22
Attachments: payment_details_report-2020-10-06_1614_168461570.pdf; ATT00001.htm; 20007068-22.pdf; ATT00002.htm

Hi there,

Attached you will find the remittance for payment made in reference to invoice 20007068-22.

Jason, I understand you spoke to Vince and you will produce some sort of receipt docket which I can then forward to the driver to collect.

Kind regards
Sam

From: GraysOnline Admin <collections@grays.com.au>
Date: 1 October 2020 at 9:11:38 am AEST
To: "S.pagano@live.com.au" <S.pagano@live.com.au>
Subject: GraysOnline Invoice 20007068-22 - Over \$10000

Dear Sammy Pagano,

Please find attached a copy of your invoice totalling \$
239197.18.

As outlined in the [Terms and Conditions](#) & the Sale Overview, **purchases exceeding \$10,000 must be paid - IN FULL (NO part payments) by Cash paid via Direct Deposit into our bank account within two (2) working days from sale closing date.** Note that Bank, personal & business cheques are **not** accepted as cleared funds & that goods purchased will not be released for delivery or pick up until funds have cleared (up to three working days) through the GraysOnline bank account. Cash payments **will not** be accepted at pick-up sites.

Our bank Account details are:

ANZ, Lidcombe
BSB: 012-432
Account No: 836721473
A/C Name: Grays (VIC) Pty Ltd
Reference: Please use your *invoice* number (20007068-22) as a reference

*Please fax - or [email collections@grays.com.au](mailto:collections@grays.com.au) your payment confirmation when deposit has been made.

Please feel free to contact us if you wish to discuss any matter in regards to your payment or payment terms as

soon as practicable.

GraysOnline-Disclaimer:

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<http://www.mailguard.com.au>

[Report this message as spam](#)

AUCTIONEERS (AS AGENTS FOR THE VENDORS)
Terms As Per Conditions Of Sale At Auction
WITH ALL FAULTS, IF ANY

TAX INVOICE

Payment Due Date: 02/10/2020

INVOICE NO: 20007068-22-1

Sammy Pagano
19 parklands close
Donvale VIC 3111
Phone: 0450630042

Invoice Date: 30/09/2020

Page 1

Lot	Units	Description	Qty Per Unit	Each Rate	Total Incl. GST
1	1	<p>1969 Ford Mustang Boss 429 Z-Code Coupe</p> <p>The 1969 Boss Mustang is by far the most collectable and sought after Mustang. These cars were built to win races. Ford were very serious about improving the Mustang aerodynamics, so in the 1969 model the roof height was lowered 1 ½ inches. With total build numbers in 1969 worldwide being 857, these cars are now achieving prices around USD \$500,000- (AUD \$700,000). This car is an unfinished restoration and most parts are with the car including the original 429 Ford Motor.</p> <ul style="list-style-type: none"> ·No. of Seats: 4 ·Build Date: 1969-00 ·Compliance Date: Unable to locate ·VIN: 9F02Z173053 ·No. of Cylinders: 8 ·Engine Capacity: 7 lt ·Engine no. 9F173053 ·Transmission: 4 speed manual ·Indicated Odometer Reading: 32110 ·Odometer Measurement: miles ·Registration No: No plates ·Registration State: VIC ·Registration Expiry Date: Sold Unregistered, Without Plates ·No. of Plates: 0 ·Exterior Colour: White ·Interior Colour: Black <p>General Condition for age and kilometres:</p> <ul style="list-style-type: none"> ·Key: No ·Spare Key: No ·Owners Manual: No ·Service History: No ·Engine Turns Over: Yes . Not installed in vehicle <p>The below condition assessment is the opinion of our booking staff which may differ from your own opinion:</p> <ul style="list-style-type: none"> ·Seats and Upholstery: Good <ul style="list-style-type: none"> ·Controls and Dash: Good ·Paint & Panel: Good ·Comment: Tilt Tray Required For Pick Up <p>Features:</p> <ul style="list-style-type: none"> ·Location: 140-152 National Drive, Dandenong South, VIC, 3175 ·Key No: 1891 (127368) <p>Motor Dealer Licence: LMCT11156</p>	1.00	\$222,509.00	\$222,509.00

GST HAS BEEN CHARGED ON ITEMS MARKED WITH AN *
E. & O.E. NOTE: TITLE TO THIS INVOICE DOES NOT PASS UNTIL PAID FOR IN FULL



140-152 NATIONAL DRIVE
 DANDENONG SOUTH VIC 3175
 Phone: (02) 9105 8000
 Fax: -

A Division Of Grays (VIC) Pty Limited
 ABN: 24 085 287 289
 ACN: 085 287 289

AUCTIONEERS (AS AGENTS FOR THE VENDORS)
 Terms As Per Conditions Of Sale At Auction
 WITH ALL FAULTS, IF ANY

TAX INVOICE

Payment Due Date: 02/10/2020

INVOICE NO: 20007068-22-1

Sammy Pagano
 19 parklands close
 Donvale VIC 3111
 Phone: 0450630042

Invoice Date: 30/09/2020

Page 2

Lot	Units	Description	Qty Per Unit	Each Rate	Total Incl. GST
		<p>Sale is on As is Where is basis. No Statutory Warranty/Cooling off periods apply. Vehicle inspection is based on walk-around and start-up only and is the opinion of the Booking-In Officer. Sale description is a guide only as vehicle may have unsighted damage/issues. Full inspection is recommended. (SN:9F02Z173053) (104892-3) Warranty: Please be advised that when purchasing a vehicle from auction you do not receive Statutory Warranty or Cooling-Off Period Serial No: 9F02Z173053 *BUYER PREMIUM</p>			\$16,688.18

TOTAL GST COMPONENT OF THIS INVOICE: \$1,517.11

Amount in AUD

Grand Total	\$239,197.18
Payment	\$0.00
Balance Payable	\$239,197.18

Our Bank Details are:

ANZ, Lidcombe
 BSB: 012-432
 Account No: 836721473
 A/C Name: Grays (VIC) Pty Ltd

Reference: Please use your invoice number as a reference - 20007068-22-1

GST HAS BEEN CHARGED ON ITEMS MARKED WITH AN *
 E. & O.E. NOTE: TITLE TO THIS INVOICE DOES NOT PASS UNTIL PAID FOR IN FULL



NAB Connect - Domestic payment report

Payment ID 168461570

When 06/10/2020

Status Processed

Total amount (AUD) \$239,197.18

Authorisation details

Authoriser name

Signature

MOUSSA BOUCHAHINE

Payment details

Payment type Pay anyone (Domestic)

Payment method RTGS payment

Additional information for payee

From

Account name	BSB	Account	Description for you	Amount (AUD)	Status
FORUM GRP FS	082-080	271058642	VT Grays	\$239,197.18 DR	Processed

To

Account name	BSB	Account	Reference	Amount (AUD)	Status
Grays (VIC) Pty Ltd Trust Account	012-432	836721473	20007068 22 1	\$239,197.18 CR	Processed

Additional details

Payee account name Grays (VIC) Pty Ltd Trust Account

Payee bank name Australia and New Zealand Banking

Payee address

Payee bank address Shop 2 250-318 Parramatta Rd
Sydney Markets
NSW 2129

End of report

Individual Tax Return 2020**1 July 2019 to 30 June 2020****Your tax file number (TFN)**

Are you an Australian resident?

Print **Y** for yes or **N** for no.See the **Privacy** note in the **Taxpayer's declaration** on page 15 of this return.

Have you included any attachments?

Print **Y** for yes or **N** for no.**Your name**Title—for example,
Mr, Mrs, Ms, Miss**MR**

Surname or family name

TESORIERO

Given names

VINCENZO

Has any part of your name changed since completing your last tax return?

Print **Y** for yes or **N** for no.To find out how to update your name on our records, go to ato.gov.au/updatedetails or phone **13 28 61**.**Your postal address****46 HOWITT ROAD**

Has your postal address changed since completing your last tax return?

Print **Y** for yes or **N** for no.Suburb or town **CAULFIELD NORTH**

State

VIC

Postcode

3161

Country—if not Australia

Your home addressIf the same as your current postal address, print **AS ABOVE**.**46 HOWITT ROAD**Suburb or town **CAULFIELD NORTH**

State

VIC

Postcode

3161

Country—if not Australia

Your mobile phone number**Your daytime phone number**

(if different from your mobile phone number above)

Area code

03

Phone number

88624646**Your email address**

Your contact details may be used by the ATO:

- to advise you of tax return lodgment options
- to correspond with you with regards to your taxation and superannuation affairs
- to issue notices to you, or
- to conduct research and marketing.

Your date of birthIf you were under 18 years of age on 30 June 2020 you must complete item **A1** on page 5 of this tax return.

Day Month Year

21/12/1980**Final tax return**If you know this is your final tax return, print **FINAL**.**Electronic funds transfer (EFT)**

We need your financial institution details to pay any refund owing to you, even if you have provided them to us before.

Write the BSB number, account number and account name.

BSB number
(must be six digits)

Account number

Account name (for example, JQ Citizen. Do not show the account type, such as cheque, savings, mortgage offset)

Sensitive (when completed)

Income

1 Salary or wages

Your main salary and wage occupation

Consultant - management

Occupation code **X** **922401**

Payer's Australian business number

72 151 964 626

Tax withheld
(do not show cents)

60889.00

Income
(do not show cents)

148955

TYPE

TYPE

TYPE

TYPE

TYPE

TYPE

2 Allowances, earnings, tips, director's fees etc

K

3 Employer lump sum payments

Amount A in lump sum payments box

R

TYPE

5% of amount B in lump sum payments box

H

4 Employment termination payments (ETP)

Date of payment

Day Month Year

Taxable component

I

CODE

Payer's ABN

5 Australian Government allowances and payments like Newstart, Youth Allowance, Jobseeker and Austudy payments

A

6 Australian Government pensions and allowances
 You must complete item T1 in Tax offsets on page 4.

B

7 Australian annuities and superannuation income streams

Taxable component Taxed element **J**

Untaxed element **N**

Assessable amount from capped defined benefit income stream **M**

Lump sum in arrears - taxable component Taxed element **Y**

Untaxed element **Z**

8 Australian superannuation lump sum payments

Date of payment

Day Month Year

Taxable component

Taxed element **Q**

Payer's ABN

Untaxed element **P**

9 Attributed personal services income

O

Add up the boxes.

\$ **60889**

Sensitive (when completed)

10 Gross interest

Tax file number amounts withheld from gross interest **M**

Gross interest **L** 00

11 Dividends

Tax file number amounts withheld from dividends **V**

Unfranked amount **S** 00

Franked amount **T** 00

Franking credit **U** 00

12 Employee share schemes

Discount from taxed upfront schemes – eligible for reduction **D** 00

Discount from taxed upfront schemes – not eligible for reduction **E** 00

Discount from deferral schemes **F** 00

Total Assessable discount amount **B** 00

TFN amounts withheld from discounts **C**

Foreign source discounts **A** 00

I Only used by taxpayers completing the supplementary section

Transfer the amount from **TOTAL SUPPLEMENT INCOME OR LOSS** on page 10 and write it here. 00 / LOSS

TOTAL INCOME OR LOSS

Add up the income amounts and deduct any loss amount in the boxes. 00 / LOSS

Deductions

D1 Work-related car expenses **A** 00 / **S** Q/M T/F/E

D2 Work-related travel expenses **B** 00

D3 Work-related clothing, laundry and dry cleaning expenses **C** 00 / Q/M T/F/E

D4 Work-related self-education expenses **D** 00 / Q/M T/F/E

D5 Other work-related expenses **E** 00

D6 Low value pool deduction **K** 00

D7 Interest deductions **I** 00

D8 Dividend deductions **H** 00

D9 Gifts or donations **J** 00

D10 Cost of managing tax affairs

Interest charged by the ATO **N** 00

Litigation costs **L** 00

Other expenses incurred in managing your tax affairs **M** 00

D Only used by taxpayers completing the supplementary section

Transfer the amount from **TOTAL SUPPLEMENT DEDUCTIONS** on page 11 and write it here. 00

TOTAL DEDUCTIONS

Items **D1** to **D** - add up the boxes. 00

SUBTOTAL

TOTAL INCOME OR LOSS less TOTAL DEDUCTIONS 00 / LOSS

Sensitive (when completed)

Losses

L1 Tax losses of earlier income years

Primary production losses carried forward from earlier income years	Q <input type="text"/>	00	Primary production losses claimed this income year	F <input type="text"/>	00
Non-primary production losses carried forward from earlier income years	R <input type="text"/>	00	Non-primary production losses claimed this income year	Z <input type="text"/>	00

TAXABLE INCOME OR LOSS	Subtract amounts at F and Z item L1 from amount at SUBTOTAL.	\$ <input type="text" value="524748"/>	00	LOSS <input type="text"/>
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Tax offsets

T1 Seniors and pensioners (includes self-funded retirees)

If you had a spouse during 2019-20 you must also complete **Spouse details - married or de facto** on page 7.

TAX OFFSET	VETERAN
N <input type="text"/>	Y <input type="text"/>
CODE	CODE

T2 Australian superannuation income stream

S <input type="text"/>	00
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T Only used by taxpayers completing the supplementary section

Transfer the amount from **TOTAL SUPPLEMENT TAX OFFSETS** on page 11 and write it here. 00

TOTAL TAX OFFSETS	Items T2 and T - add up the <input type="text"/> boxes.	U <input type="text" value="0"/>	00
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Medicare levy related items

M1 Medicare levy reduction or exemption

If you complete this item and you had a spouse during 2019-20 you must also complete **Spouse details - married or de facto** on page 7.

Reduction based on family income

Number of dependent children and students **Y**

Exemption categories

Full 2.0% levy exemption - number of days **V** /

Half 2.0% levy exemption - number of days **W**

M2 Medicare levy surcharge (MLS)

THIS ITEM IS COMPULSORY.

If you do not complete this item you may be charged the full Medicare levy surcharge.

For the whole period 1 July 2019 to 30 June 2020, were you and all your dependants (including your spouse) - if you had any - covered by private patient HOSPITAL cover?

E **Y** Print Y for yes or N for no.

If you printed Y, you must complete **Private health insurance policy details** on the next page. If you printed N, read below.

If you are liable for the surcharge for the whole period 1 July 2019 to 30 June 2020 you must write 0 at A

If you are liable for the surcharge for part of the period 1 July 2019 to 30 June 2020 you must write the number of days you were NOT liable at A

Number of days NOT liable for surcharge **A**

If you are NOT liable for the surcharge for the whole period 1 July 2019 to 30 June 2020 you must write 366 at A

If you had a spouse during 2019-20 (and you printed N at E), complete **Spouse details - married or de facto** on page 7. If you were covered by private patient hospital cover at any time during 2019-20 you must complete **Private health insurance policy details** on the next page.

Sensitive (when completed)

Private health insurance policy details

You must read **Private health insurance policy details** in the instructions before completing this item.
 Fill all the labels below unless directed in the instructions.

Health insurer ID	B <input type="text" value="BUP"/>	Membership number	C <input type="text" value="54424742"/>
Your premiums eligible for Australian Government rebate	J <input type="text" value="3300"/> <input type="checkbox"/>	Your Australian Government rebate received	K <input type="text" value="0"/> <input type="checkbox"/> <small>CODE</small>
Benefit code	L <input type="text" value="30"/>	Tax claim code. Read the instructions.	A <input type="text"/>

Health insurer ID	B <input type="text" value="BUP"/>	Membership number	C <input type="text" value="54424742"/>
Your premiums eligible for Australian Government rebate	J <input type="text" value="440"/> <input type="checkbox"/>	Your Australian Government rebate received	K <input type="text" value="0"/> <input type="checkbox"/> <small>CODE</small>
Benefit code	L <input type="text" value="31"/>	Tax claim code. Read the instructions.	A <input type="text"/>

Health insurer ID	B <input type="text"/>	Membership number	C <input type="text"/>
Your premiums eligible for Australian Government rebate	J <input type="text"/> <input type="checkbox"/>	Your Australian Government rebate received	K <input type="text"/> <input type="checkbox"/> <small>CODE</small>
Benefit code	L <input type="text"/>	Tax claim code. Read the instructions.	<input type="text"/>

Health insurer ID	B <input type="text"/>	Membership number	C <input type="text"/>
Your premiums eligible for Australian Government rebate	J <input type="text"/> <input type="checkbox"/>	Your Australian Government rebate received	K <input type="text"/> <input type="checkbox"/> <small>CODE</small>
Benefit code	L <input type="text"/>	Tax claim code. Read the instructions.	<input type="text"/>

Adjustments

A1 Under 18
 If you were under 18 years of age on 30 June 2020 you must complete this item or you may be taxed at a higher rate. Read the information on **A1** in the instructions for more information.

J TYPE

A2 Part-year tax-free threshold
 Read the information on **A2** in the instructions before completing this item.

Date Months eligible for threshold **N**

A3 Government super contributions
 Read the information on **A3** in the instructions before completing this item.

Income from investment, partnership and other sources **F** CODE

Other income from employment and business **G** LOSS

Other deductions from business income **H**

A4 Working holiday maker net income **D**

Sensitive (when completed)

Income tests

You must complete this section.

If you had a spouse during 2019-20 you must also complete **Spouse details – married or de facto** on page 7.

If the amount is zero, write 0.

IT1 Total reportable fringe benefits amounts

Employers exempt from FBT under section 57A of the FBTA 1986 **N** 00

Employers not exempt from FBT under section 57A of the FBTA 1986 **W** 00

IT2 Reportable employer superannuation contributions

T 00

IT3 Tax-free government pensions

U 00

IT4 Target foreign income

V 00

IT5 Net financial investment loss

X 00

IT6 Net rental property loss

Y 00

IT7 Child support you paid

Z 00

IT8 Number of dependent children

D

Sensitive (when completed)

TFN:

Taxpayer Name: **VINCENZO TESORIERO**

Page 7

Individual Tax Return 2020

RN 100017591E1

Spouse details - married or de factoIf you had a spouse during 2019-20, you must complete **Spouse details - married or de facto**.

We need the information included in this section to assess your tax accurately.

If you did not have a spouse, go to page 8.

Your spouse's name

If you had more than one spouse during 2019-20 print the name of your spouse on 30 June 2020 or your last spouse.

Surname or family name

First given name

Other given names

Your spouse's date of birth

K	Day	Month	Year
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Your spouse's genderMale Female Indeterminate **Period you had a spouse - married or de facto**

Did you have a spouse for the full year - 1 July 2019 to 30 June 2020?

Print **Y** for yes or **N** for no.

If you did not have a spouse for the full year, write the dates you had a spouse between 1 July 2019 and 30 June 2020.

From

M	Day	Month	Year
	<input type="text"/>	<input type="text"/>	<input type="text"/>

to

N	Day	Month	Year
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Did your spouse die during the year?

Print **Y** for yes or **N** for no.**This information relates to your spouse's income.**

You must complete all labels.

If the amount is zero, write **0**.

Your spouse's 2019-20 taxable income (excluding any assessable First home super saver released amount)	O	<input type="text"/>	00
Your spouse's share of trust income on which the trustee is assessed under section 98, and which has not been included in your spouse's taxable income	T	<input type="text"/>	00
Distributions to your spouse on which family trust distribution tax has been paid and which your spouse would have had to show as assessable income if the tax had not been paid	U	<input type="text"/>	00
Your spouse's total reportable fringe benefits amounts			
Employers exempt from FBT under section 57A of the FBTA 1986	R	<input type="text"/>	00
Employers not exempt from FBT under section 57A of the FBTA 1986	S	<input type="text"/>	00
Amount of Australian Government pensions and allowances (see Q6 Australian Government pensions and allowances in the instructions) that your spouse received in 2019-20 (exclude exempt pension income)	P	<input type="text"/>	00
Amount of exempt pension income (see Spouse details - married or de facto in the instructions) that your spouse received in 2019-20. Do not include any amount paid under the <i>Military Rehabilitation and Compensation Act 2004</i>	Q	<input type="text"/>	00
Amount of your spouse's reportable superannuation contributions (which is the total of reportable employer superannuation contributions and deductible personal superannuation contributions)	A	<input type="text"/>	00
Other specified exempt payments (see Spouse details - married or de facto in the instructions) that your spouse received	B	<input type="text"/>	00
Your spouse's target foreign income	C	<input type="text"/>	00
Your spouse's total net investment loss (total of net financial investment loss and net rental property loss)	D	<input type="text"/>	00
Child support your spouse paid	E	<input type="text"/>	00
Your spouse's taxed element of a superannuation lump sum for which the tax rate is zero (see M2 Medicare levy surcharge in the instructions)	F	<input type="text"/>	00

Sensitive (when completed)

Supplementary section Income

Refer to the supplement instructions before you complete item 13. If you are required to complete item 13 include deferred non-commercial business losses from a prior year at either X or Y as appropriate. Refer to the supplement instructions for the relevant code.

13 Partnerships and trusts

Primary production

Distribution from partnerships **N** 00 /
 Share of net income from trusts **L** 00 /
 Landcare operations and deduction for decline in value of water facility, fencing asset and fodder storage asset **I** 00
 Other deductions relating to amounts shown at N and L **X** 00 /

Note: If you have a net loss from a partnership business activity, complete items P3 and P9 in the **Business and professional items** section of this tax return in addition to item 13.

Net primary production amount 00 / LOSS

Non-primary production

Distribution from partnerships less foreign income **O** 00 /
 Share of net income from trusts less capital gains, foreign income and franked distributions **U** **379492** 00 /
 Franked distributions from trusts **C** 00
 Landcare operations expenses **J** 00
 Other deductions relating to amounts shown at O, U and C **Y** 00 /

Show amounts of:
 Capital gains from trusts at item 18 on page 9 and Foreign income at item 19 or 20 on page 9-10.

Net non-primary production amount **379492** 00 / LOSS

Partnership share of net small business income less deductions attributable to that share **D** 00

Trust share of net small business income less deductions attributable to that share **E** 00

Share of credits from income and tax offsets

Share of credit for tax withheld where Australian business number not quoted **P**
 Share of franking credit from franked dividends **Q**
 Share of credit for tax file number amounts withheld from interest, dividends and unit trust distributions **R**
 Credit for TFN amounts withheld from payments from closely held trusts **M**
 Share of credit for tax paid by trustee **S**
 Share of credit for foreign resident withholding amounts (excluding capital gains) **A**
 Share of National rental affordability scheme tax offset **B**

Show amounts of:
 Credit for foreign resident capital gains withholding from trusts at item 18.

14 Personal services income (PSI)

Tax withheld - voluntary agreement **G**
 Tax withheld where Australian business number not quoted **H**
 Tax withheld - labour hire or other specified payments **J**

Net PSI - transferred from **A** 00 / LOSS
 A item P1 on page 12

Sensitive (when completed)

15 Net income or loss from business

Primary production - transferred from **Y** item **P8** on page 13 **B** 00 / LOSS

Non-primary production - transferred from **Z** item **P8** on page 13 **C** 00 / LOSS

If you show a loss at **B** or **C** you must complete item **P9** on page 14.

Net small business income **A** 00

Tax withheld - voluntary agreement **D**

Tax withheld where Australian business number not quoted **W**

Tax withheld - foreign resident withholding (excluding capital gains) **E**

Tax withheld - labour hire or other specified payments **F**

16 Deferred non-commercial business losses

Item **P9** on page 14 must be completed before you complete this item.

Your share of deferred losses from partnership activities **F** 00

Deferred losses from sole trader activities **G** 00

Primary production deferred losses **I** 00

Non-primary production deferred losses **J** 00

17 Net farm management deposits or repayments

Deductible deposits **D** 00

Early repayments - natural disaster and drought **N** 00

Other repayments **R** 00

Net farm management deposits or repayments **E** 00 / LOSS

18 Capital gains

Did you have a capital gains tax event during the year? **G** **N** Print **Y** for yes or **N** for no.

You must print **Y** at **G** if you had an amount of a capital gain from a trust.

Have you applied an exemption or rollover? **M** / CODE Print **Y** for yes or **N** for no.

Net capital gain **A** 00

Total current year capital gains **H** 00

Net capital losses carried forward to later income years **V** 00

Credit for foreign resident capital gains withholding amounts **X**

19 Foreign entities

Did you have either a direct or indirect interest in a controlled foreign company (CFC)? **I** **N** Print **Y** for yes or **N** for no.

CFC income **K** 00

Have you ever, either directly or indirectly, caused the transfer of property - including money - or services to a non-resident trust estate? **W** **N** Print **Y** for yes or **N** for no.

Transferor trust income **B** 00

Sensitive (when completed)

20 Foreign source income and foreign assets or property

Assessable foreign source income **E** ^{LOSS}

Other net foreign employment income **T** ^{LOSS}

Net foreign pension or annuity income WITHOUT an undeducted purchase price **L** ^{LOSS}

Net foreign pension or annuity income WITH an undeducted purchase price **D** ^{LOSS}

Net foreign rent **R** ^{LOSS}

Other net foreign source income **M** ^{LOSS}

Australian franking credits from a New Zealand franking company **F** ^{LOSS}

Net foreign employment income - payment summary **U** ^{LOSS}

Exempt foreign employment income **N** ^{LOSS}

Foreign income tax offset **O**

During the year did you own, or have an interest in, assets located outside Australia which had a total value of AUD\$50,000 or more? **P** **N** Print **Y** for yes or **N** for no.

Also include at **F** Australian franking credits from a New Zealand franking company that you have received indirectly through a partnership or trust.

21 Rent

Gross rent **P** ^{LOSS}

Interest deductions **Q** ^{LOSS}

Capital works deductions **F** ^{LOSS}

Other rental deductions **U** ^{LOSS}

Net rent **P** less (**Q** + **F** + **U**) ^{LOSS}

22 Bonuses from life insurance companies and friendly societies

W ^{LOSS}

23 Forestry managed investment scheme income

A ^{LOSS}

24 Other income

Type of income

- Category 1 **Y** ^{LOSS}
- Category 2 (ATO interest) **X** ^{LOSS}
- Category 3 (FHSS) **R** ^{LOSS}
- Category 4 **V** ^{LOSS}

Tax withheld - lump sum payments in arrears **E**

Taxable professional income **Z** ^{LOSS}

Tax withheld - assessable FHSS released amount **S**

TOTAL SUPPLEMENT INCOME OR LOSS

Items 13 to 24 - add up the boxes for income amounts and deduct any loss amounts in the boxes. ^{LOSS}

Transfer this amount to **I** on page 3.

Deductions

D11 Deductible amount of undeducted purchase price of a foreign pension or annuity

Y ^{LOSS}

Sensitive (when completed)

Deductions

D12 Personal superannuation contributions

Did you provide your fund (including a retirement savings account) with a notice of intent to claim a deduction for personal superannuation contributions, and receive an acknowledgement from your fund?

Print **Y** for yes or **N** for no.

Full name of fund

Account number

H

00

Fund Australian business number

Fund tax file number

D13 Deduction for project pool

D

00

D14 Forestry managed investment scheme deduction

F

00

D15 Other deductions - not claimable at items D1 to D14

Description of claim

Election expenses

E

00

Other deductions

J

00

TOTAL SUPPLEMENT DEDUCTIONS

Items **D11** to **D15** - add up the boxes and transfer this amount to **D** on page 3.

00

Tax offsets

T3 Superannuation contributions on behalf of your spouse

You must also complete Spouse details - married or de facto on page 7.

Contributions paid

00

A

00

T4 Zone or overseas forces

R

00

T5 Invalid and invalid carer

B

00

T6 Landcare and water facility

Landcare and water facility tax offset brought forward from earlier income years

T

00

T7 Early stage venture capital limited partnership

Current year tax offset

K

00

Tax offset carried forward from previous year

M

00

T8 Early stage investor

Current year tax offset

L

00

Tax offset carried forward from previous year

O

00

T9 Other non-refundable tax offsets

If you are entitled to a low-income tax offset, or the low and middle income tax offset, or both, do not write them anywhere on your tax return. We will calculate them for you.

C

00

CLAIM TYPE

T10 Other refundable tax offsets

P

00

OFF

TOTAL SUPPLEMENT TAX OFFSETS

Items **T3** to **T10** - add up the boxes.

00

Transfer this amount to **T** on page 4.

Adjustment

A5 Amount on which family trust distribution tax has been paid

Read the information on **A5** in the supplement instructions before completing this item.

X

00

Credit for interest on tax paid

C1 Credit for interest on early payments - amount of interest

L

Sensitive (when completed)

PARTA**Electronic Lodgment Declaration (Form I)**

This declaration is to be completed where a taxpayer elects to use an approved ATO electronic channel. It is the responsibility of the taxpayer to retain this declaration for a period of five years after the declaration is made, penalties may apply for failure to do so.

Privacy

The ATO is authorised by the *Taxation Administration Act 1953* to request your tax file number (TFN). We will use your TFN to identify you in our records. It is not an offence not to provide your TFN. However, you cannot lodge your income tax form electronically if you do not quote your TFN.

Taxation law authorises the ATO to collect information and to disclose it to other government agencies.

For information about your privacy go to ato.gov.au/privacy

Electronic funds transfer - direct debit

Where you have requested an EFT direct debit some of your details will be provided to your financial institution and the Tax Office's sponsor bank to facilitate the payment of your taxation liability from your nominated account.

Tax File Number	<input type="text"/>	Year	<input type="text" value="2020"/>
Name	<input type="text" value="VINCENZO TESORIERO"/>		
Total Income or Loss	\$ <input type="text" value="528447"/>	Total Deductions with L1	\$ <input type="text" value="3699"/>
		Total Tax Offsets	\$ <input type="text" value="0"/>
Total Tax Withheld	\$ <input type="text" value="60889.00"/>	Total Credits	\$ <input type="text" value="223729"/>
		Taxable Income	\$ <input type="text" value="524748"/>

Declaration**I declare that:**

- the information provided to my registered tax agent for the preparation of this tax return, including any applicable schedules is true and correct, and
- the agent is authorised to lodge this tax return.

Important: The tax law imposes heavy penalties for giving false or misleading information.

Signature	<input type="text"/>	Date	<input type="text"/>
-----------	----------------------	------	----------------------

Taxpayer Name **VINCENZO TESORIERO**

Tax File Number

Tax Year **2020**

Partnerships and Trusts (Trusts)

Trustname	PP amount	PP code	NPP amount	NPP code	PP expenses	NPP expenses	NPP franked distrib.	ABN credits	Franking credits	TFN credits	Tax paid trustee	Foreign resident credits (ex. CGs)	Share of NRAS tax offset	Share of explor. credits	TFN credits CHTs
Transferred from *TESORIERO INVESTME 65 NELSON STREET ENTERPRISES TR			252082	I											
			127410.00	T											
Total	0		379492		0	0	0	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00

Income test - Net financial investment loss

Description	Income Amount	Deductions Amount
Distribution from Trusts	0	
Total	0	0
Income test - Net financial investment loss		0

Other work related expenses

Description of expenses	Amount claimed	Use Dep'n
WRE	299.00	
Total	299.00	

Private health insurance

Health Insurer ID	Membership Number	Start date	End date	Benefit code	Tax claim code	Eligible premiums	Rebate received	Rebate %	Rebate Entitlement	Balance of PHI rebate
BUP	54424742	01/07/2019	31/12/2019	30	A	3300	0	0.00	0.00	0.00
BUP	54424742	01/01/2020	30/06/2020	31	A	440	0	0.00	0.00	0.00
Combined income for surcharge purposes (for PHI rebate):						524748				

Tax calculation - Credit for PAYG already paid

Details	Quarter or Annually	Date Paid	Amount Paid
ATO		30/06/2020	162840.00
Total			162840.00

Retain this page for your records - the information on this page is NOT sent to the ATO.

Taxpayer Name **VINCENZO TESORIERO**

Tax File Number

Tax Year **2020**

Work Related Car Expenses - Question D1

Description: **M/V**Reg'n No Make Car limit Model Cost Price Cents per
KM rate **Method** B - Log book S - Set rate/Business KM **Claim Details**Purchase date Odometer Start Business Use %
shown in log book Period Start Date Odometer End Business Use %
claimed Period End Date Total KM Business KM **Expenses**Fuel / oil Services Deductions for
decline in value Insurance Rego / 3rd Party Other Repairs Lease Payments Interest Tyres / Battery Total **Notes****Depreciation**Opening written
down value Opening
adjustable value **less:** Deductible
decline in value **less:** Decline
in value Closing written
down value Closing
adjustable value Prime Cost DiminishingRate Amount Claimed

Do NOT lodge this print out with your tax return



Current details for ABN 72 151 964 626

ABN details

Entity name:	The Forum Group of Companies Pty Ltd
ABN status:	Active from 07 Jul 2011
Entity type:	Australian Private Company
Goods & Services Tax (GST):	Registered from 07 Jul 2011
Main business location:	NSW 2060

ASIC registration - ACN or ARBN or ARSN or ARFN

151 964 626 [View record on the ASIC website](#)

Deductible gift recipient status

Not entitled to receive tax deductible gifts

Disclaimer

The Registrar makes every reasonable effort to maintain current and accurate information on this site. The Commissioner of Taxation advises that if you use ABN Lookup for information about another entity for taxation purposes and that information turns out to be incorrect, in certain circumstances you will be protected from liability. For more information see [disclaimer](#)

ANZ
BUSINESS EXTRA STATEMENT
STATEMENT NUMBER 18
31 MAY 2022 TO 30 JUNE 2022

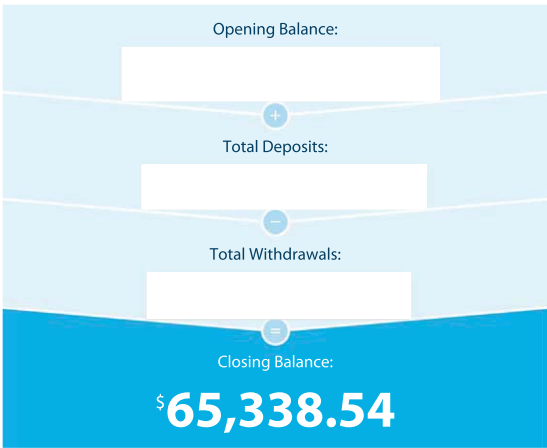
THE MANAGER
14 KIRWIN ROAD MORWELL UNIT TRUST
03 SUITE 11
11/343 LITTLE COLLINS ST
MELBOURNE VIC 3000

WELCOME TO YOUR ANZ ACCOUNT AT A GLANCE

Account Details
14 KIRWIN ROAD MORWELL PTY LTD ATF 14
KIRWIN ROAD MORWELL UNIT TRUST

Branch Number (BSB)
013-405

Account Number
3202-66238



NEED TO GET IN TOUCH?

ANZ Internet Banking
anz.com

OR

Enquiries: 13 13 14
Lost/Stolen Cards: 1800 033 844

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. AFSL 234527. Aust. Credit Licence No. 234527.
RTBSP031_MAIL

XPRCA-P0021-220710411

BUSINESS EXTRA STATEMENT

Account Number 3202-66238

Transaction Details

Please retain this statement for taxation purposes

Date	Transaction Details	Withdrawals (\$)	Deposits (\$)	Balance (\$)
2022				
02 JUN	TRANSFER FROM BUXTON (OAKLEIGH 9 MAIN)		5,242.84	69,203.90
02 JUN	TRANSFER FROM BUXTON (OAKLEIGH 89 BETKA)		7,877.60	77,081.50
02 JUN	TRANSFER FROM BUXTON (OAKLEIGH 14 KIRWIN)		9,141.37	86,222.87
02 JUN	TRANSFER FROM BUXTON (OAKLEIGH 275 HIGH)		23,555.89	109,778.76
02 JUN	TRANSFER FROM BUXTON (OAKLEIGH 4 COWSLIP)		23,949.23	133,727.99
14 JUN	TRANSFER FROM BUXTON (OAKLEIGH 9 GREGORY)		6,678.14	140,406.13
14 JUN	TRANSFER FROM BUXTON (OAKLEIGH 31 ELLERMAN)		8,079.35	148,485.48
16 JUN	PAYMENT TO 14 KIRWIN ROAD MORWELL UN EFFECTIVE DATE 15 JUN 2022	1,888.96		146,596.52
16 JUN	FEE REDIRECTED FROM 6868-66828 EFFECTIVE DATE 15 JUN 2022	50.00		146,546.52
21 JUN	TRANSFER FROM BUXTON (OAKLEIGH 123 HIGH)		4,620.78	151,167.30
22 JUN	DETAILS ADVISED SEPARATELY	8,662.83		142,504.47
23 JUN	DETAILS ADVISED SEPARATELY	100,000.00		42,504.47
24 JUN	ACCOUNT SERVICING FEE	22.00		42,482.47
28 JUN	TRANSFER FROM BUXTON (OAKLEIGH 55 NOLAN)		9,199.28	51,681.75
28 JUN	TRANSFER FROM BUXTON (OAKLEIGH 160 MURRAY)		13,656.79	65,338.54
TOTALS AT END OF PAGE				
TOTALS AT END OF PERIOD				\$65,338.54

This Statement Includes

ANZ bank charges	\$72.00
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Yearly Summary

Previous Year to 30/06/2022 (\$)

Fees Charged

ANZ bank account fee	264.00
Total	\$264.00

BUSINESS EXTRA STATEMENT

Account Number 3202-66238

Fee Summary

Fees Charged for period: 27 MAY 2022 to 24 JUN 2022

Summary of ANZ Transaction Fees

	Transactions		Fee Per Transaction (\$)	Total Charge (\$)
	Total	Free Additional		
SERVICE FEES				
ACCOUNT SERVICE FEE				22.00
Total Account Service Fees				\$22.00
Total Bank Account Fees Charged				\$22.00

Please note: Overseas transaction fees, overseas ATM fees and non ANZ ATM operator fees not included

Please note: Your fee cycle may not always reconcile with your statement cycle. This statement date ends on 30/06/22 and the monthly fee cycle, as appears above, ended on 24/06/22.

IMPORTANT INFORMATION

PLEASE CHECK THE ENTRIES AND CALL 13 13 14 REGARDING ANY ERRORS ON THIS STATEMENT.

All entries generated are subject to authorisation and verification, and if necessary, adjustments will appear on a later statement.

Further information in relation to this product (including details of benefits or fees and charges) is available on request and you can access this information by reviewing the Terms and Conditions, and Fees and Charges brochures which can be found at anz.com or by calling **13 13 14**.

If you have a complaint about an ANZ product or service, please contact us and we will try to resolve the issue as quickly as possible. Our customer complaints guide is available at <https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/>, alternatively you may wish to:

- Call us:**
- General enquiries **13 13 14**
 - If you're overseas **+61 3 9683 9999**
 - ANZ Complaint Resolution Team on **1800 805 154**
 - If you're deaf, hard of hearing and/or have a speech impairment, call **133 677** or visit the **National Relay Service** at: <https://nrschat.nrschat.gov.au/nrs/internetrelay>

Write to us: ANZ Complaint Resolution Team
Locked Bag 4050,
South Melbourne VIC 3205
or **ANZ online complaints form:** <https://www.anz.com.au/support/contact-us/compliments-suggestions-complaints/feedback/>

Visit us: At your nearest ANZ branch.
If you have a Relationship Manager, please feel free to contact them.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Call: **1800 931 678** (free call within Australia), or **+61 1800 931 678** (International)
Write to: **Australian Financial Complaints Authority Limited**
GPO Box 3,
Melbourne VIC 3001
Online: Email: info@afca.org.au
Web: www.afca.org.au



13 November 2020

**Vincenzo Frank Tesoriero ,
64-66 Berkeley St Hawthorn Pty Ltd
Level 5, 141 Walker Street
NORTH SYDNEY NSW 2060**

Dear Basile

Thanks for choosing Judo.

Judo Bank Pty Ltd (ACN 615 995 581) ("Judo", the "Lender", "we" or "us") is pleased to offer You the Facilities set out below.

The following terms form part of each Facility:

1. this Offer Letter (including the Schedule of Facilities attached) ("Offer Letter"); and
2. Business Lending Terms and Conditions dated July 2020 ("T&Cs").

Capitalised words used throughout this Offer Letter have special definitions. These definitions are set out in this Offer Letter and the T&Cs. Throughout this Offer Letter, when we talk about a "clause" or "schedule", we are referring to a "clause" or "schedule" of this Offer Letter.

Acceptance

We are pleased to extend this offer to You for the next 14 days for acceptance and for initial drawdown to occur within 90 days of acceptance. Please advise us if these dates do not provide you with the time you need.

To accept this offer, you must execute and return this Offer Letter to us. This constitutes a legal binding contract between each Guarantor, You and Us. If You comprise of more than one Borrower, each of You are jointly and severally liable. You and each Guarantor should read this Offer Letter, the T&Cs and Security Documents carefully.

For any questions, please do not hesitate to contact me or any of the Judo Bank team.

Dedicated to doing business.

Yours sincerely,

Nav Ganegoda
Director Relationships
M: +61 488 862 113
E: nav.ganegoda@judo.bank
A: Level 3, 40 City Road, Southbank Victoria 3006

SCHEDULE OF FACILITIES

SECTION ONE PARTY DETAILS

Lender ("Judo", "we" or "us")	Judo Bank Pty Ltd ACN 615 995 581
Borrower ("you" or "your")	64-66 Berkeley St Hawthorn Pty Ltd ACN 643 838 662 in their own right and as Trustee for 64-66 Berkeley St Hawthorn Unit Trust ABN 36 893 521 744
Guarantors	The Forum Group Of Companies Pty Ltd ACN 151 964 626 Vincenzo Frank Tesoriero

SECTION TWO SUMMARY OF FACILITIES

Facility Type	Facility Limit (AUD)
Facility One - Business Loan - Variable Rate - Interest Only - J300003572	\$6,360,000.00
Facility Two - Business Loan - Variable Rate - Principal and Interest - V300003571	\$795,000.00
Total Facility Limits	\$7,155,000.00

SECTION THREE SPECIFIC FACILITY SCHEDULES

The Facilities set out in the separate schedules below are available to You.

A. Facility One – J300003572

Facility Type	Business Loan - Variable Rate - Interest Only
Loan Amount	\$6,360,000.00
Purpose	To assist with purchase of 64-66 Berkeley St Hawthorn VIC
Term	60 months from the Loan Date.
Interest Rate - Variable Rate	The Judo Market Base Rate plus the customer margin. Currently the indicative Judo Market Base Rate is 0.36% per annum and the customer margin is 5.48% per annum. Total indicative variable rate of 5.84% per annum
Interest Payments	<p>This loan is interest only. Interest Payments must be made monthly by direct debit.</p> <p>The interest only period is 60 months from the Loan Date. At the end of the interest only period, if the Term of the Loan has also ended, you must pay us the Debt.</p> <p>At the end of the interest only period, if the Term of the Loan has not ended, principal and interest repayments commence on the next repayment date. The amount of principal and interest repayments will be advised at the time.</p>

B. Facility Two – V300003571

Facility Type	Business Loan - Variable Rate - Principal and Interest
Loan Amount	\$795,000.00
Purpose	To assist with purchase of 64-66 Berkeley St Hawthorn VIC
Term	36 months from the Loan Date.
Interest Rate - Variable Rate	The Judo Market Base Rate plus the customer margin. Currently the indicative Judo Market Base Rate is 0.36% per annum and the customer margin is 5.48% per annum. Total indicative variable rate of 5.84% per annum
Repayment	Repayments must be made monthly by direct debit. The monthly payment based on the indicative interest rate will be \$24,128.00. The monthly payments will be calculated to progressively repay the whole of the Loan Amount during the Term.

SECTION FOUR SECURITY

The Securities for the Facilities are set out below.

Funding of any Facility (unless stated otherwise) is conditional upon each Security being provided to Us in an acceptable form.

The Securities secure all amounts payable under any Facility and any guarantee and indemnity provided by a Guarantor to Us unless we tell you otherwise.

1. **First registered mortgage** by 64-66 Berkeley St Hawthorn Pty Ltd ACN 643 838 662 in their own right and as Trustee for 64-66 Berkeley St Hawthorn Unit Trust ABN 36 893 521 744 over the property situated at 64-66 Berkeley Street Hawthorn VIC 3122 being the land more particularly described in Certificate of Title Reference 12160/016.
2. **General Security Agreement** over all present and after acquired property of 64-66 Berkeley St Hawthorn Pty Ltd ACN 643 838 662 in their own right and as Trustee for 64-66 Berkeley St Hawthorn Unit Trust ABN 36 893 521 744.
3. **Guarantee and Indemnity by:**
 - (a) The Forum Group Of Companies Pty Ltd ACN 151 964 626
 - (b) Vincenzo Frank Tesorierolimited to \$7,155,000.00 plus other amounts described in the guarantee on account of 64-66 Berkeley St Hawthorn Pty Ltd ACN 643 838 662 in their own right and as Trustee for 64-66 Berkeley St Hawthorn Unit Trust ABN 36 893 521 744.
4. **General Security Agreement** over all present and after acquired property of The Forum Group Of Companies Pty Ltd ACN 151 964 626.

SECTION FIVE FEES AND COSTS

Establishment Fee	Facility One and Facility Two - \$71,550.00
Document and Settlement Fee	Facility One - \$2,970.00 Facility Two - Nil
Estimated Search Fees, Government Registration, Stamping and Lodgement Costs	\$300.00
Total Estimated Costs	\$74,820.00
Valuation Fee	To be negotiated and cost met by the Borrower.
Other Costs	Any costs or expenses (including legal and out of pockets) incurred by Judo in settling this transaction to be met by the Borrower.

SECTION SIX CONDITIONS PRECEDENT

A. Conditions Precedent to any drawing of any Facility

Before you can draw any part of any Facility, the following conditions precedent must be satisfied:

1. Provision of a satisfactory certificate of currency evidencing a life insurance policy on Vince Tesoriero.
2. Provision of satisfactory confirmation of the commercial benefit applying to The Forum Group of Companies Pty Ltd and controlled entities in providing a guarantee in support of 64-66 Berkeley St Hawthorn Pty Ltd ATF 64-66 Berkeley St Hawthorn Unit Trust, such as written confirmation from your accountant.
3. Vince Tesoriero is to be appointed as a director to 64-66 Berkeley St Hawthorn Pty Ltd

SECTION SEVEN CONDITIONS SUBSEQUENT

You must satisfy the following conditions subsequent by the time specified:

Condition Subsequent Description	When required
Within 60 days of settlement of Berkeley St Hawthorn, confirmation that the pool fence is compliant with regulation is to be provided to Judo Bank and deemed acceptable.	Within 60 days of settlement

SECTION EIGHT HEALTH INDICATORS AND ONGOING CONDITIONS

You and each Guarantor (where applicable) must comply with the following Health Indicators and conditions during the Term of all Facilities:

1. You agree to ensure that no encumbrance is registered by any person against Borrower and Guarantor, or against any Security provided to us without our prior written consent. Our consent will not be unreasonably withheld.
2. The Group agrees that you will not pay out or make any dividends to any person without our prior written consent. Our consent will not be unreasonably withheld.
3. The Group agrees that it will not, without Judo's prior written consent, obtain any, or permit any financial accommodation to remain owing by The Group to any other person other than Judo. Our consent will not be unreasonably withheld.
4. Within 225 days of the close of the Financial Year, a signed copy of the annual accountant prepared financials (including balance sheet and profit and loss accounts) for the group are to be provided to us.
5. Within 225 days of the close of the Financial Year, Income Tax Returns for both Vincenzo Tesoriero and Basile Papadimitriou is to be provided to us.

SECTION NINE ADDITIONAL DEFINITIONS

The following additional definitions apply to this Offer Letter:

The Group is defined as:

- 64-66 Berkeley St Hawthorn Pty Ltd atf 64-66 Berkeley St Hawthorn Unit Trust, and
- The Forum Group of Companies Pty Ltd

SECTION TEN GENERAL CLAUSES

A. Commissions

We may pay an upfront and/or ongoing commission to Nick Vukelic for introducing Your business to Us for the purpose of Us providing the Loan Amount to You, and You herein acknowledge and consent to such commission being paid.

B. Special Conditions

The following special conditions apply to this Offer Letter:

The T&Cs are amended as follows:

1. A new clause 2.2 is inserted as follows:

2.2 No Reliance on the Lender

The Borrower acknowledges that it has not entered into the Offer Letter relying on any representation, warranty, promise or statement of the Lender or any person on behalf of the Lender

2. Clause 4.1 is deleted and replaced with the following:

4.1 Event of Default

If any one or more of the following occur, an Event of Default will have occurred:

- (a) *there is default (other than by the Lender) in the performance of any term, covenant, agreement, or condition contained in or implied by this document or any Facility Document, which, if capable of being remedied, has not been remedied within 10 Business Days of the Lender's notification;*
- (b) *any indebtedness or obligation of the Borrower to any person including the Lender is not paid, met, or satisfied when due or becomes due and payable before its specified maturity or any creditor of the Borrower becomes entitled to declare any indebtedness of the Borrower due or the Borrower defaults under any charge or security in favour of any person;*
- (c) *an Insolvency Event occurs;*
- (d) *the Borrower ceases or threatens to cease to carry on its business or a material part of its business or disposes of or threatens to dispose of*

substantially all of its assets;

- (e) if the Borrower is an individual, the Borrower dies or is made or declared bankrupt or becomes incapable of managing its own affairs or is jailed;*
- (f) in the Lender's reasonable opinion any of the money is used for an illegal or improper purpose or to finance terrorism activity, or if the Lender reasonably suspects that the funds are being used for an illegal or improper purpose or to finance terrorism activity. If any of the Borrower's directors become subject to any sanction imposed by the Australian Securities and Investments Commission or any equivalent regulatory body, this is deemed sufficient grounds for such reasonable suspicion;*
- (g) the Borrower commits an offence under the Corporations Act, which, if capable of being remedied, has not been remedied within 10 Business Days of the commission of the offence;*
- (h) any distress or execution is levied or enforced against any Secured Property;*
- (i) any of the events in sub-clauses (b) to (h) inclusive of this clause occurs in relation to any Guarantor or any Related Body Corporate of the Borrower or the Guarantor;*
- (j) any representation, warranty, reply to requisition, or any financial or other information provided to the Lender in connection with any Facility Document is or becomes untrue, false, or misleading, which, if capable of being remedied, has not been remedied within 10 Business Days of the Lender's notification;*
- (k) any Event of Default (however so described) or ~~any~~ default occurs under any Facility Document;*
- (l) any action is initiated by any competent authority with a view to striking the Borrower's name off any register of companies; and*
- (m) if the Lender notifies the Borrower that one or more of the following has occurred and the Borrower has not remedied same (to the Lender's absolute satisfaction) within 10 Business Days of the Lender's notification:*
 - (i) the Borrower or any person on behalf of the Borrower breaches any undertaking at any time given to the Lender or its lawyers or any condition imposed by the Lender in agreeing to anything;*
 - (ii) there is any change in ownership or control of the Borrower or any company of which the Borrower is a Subsidiary and which the Borrower has not obtained the Lender's prior consent;*
 - (iii) the Borrower does not meet any agreed Health Indicator; or*
 - (iv) the Borrower does any of the things contemplated by Part 2B.7 (changing company type), Part 2J.2 (self-acquisition and control of shares) or Part 2J.3 (financial assistance in respect of shares) of the*

Corporations Act, or varies in any way the rights or obligations attached to shares in the Borrower without the Lender's prior written consent.

Acceptance of Offer Letter

1. By signing below, You (and if more than one, each of You) accepts the offer contained in this Offer Letter, acknowledges receipt of the T&Cs and agrees to be bound by its terms. You have read this letter carefully and understands it is an enforceable and binding legal contract; and
2. Each Guarantor accepts this Offer Letter and acknowledges receipt of the T&Cs and that each guarantee or security given or to be given secures all present and future obligations of the Borrower to Judo in accordance with the terms of the Facility Documents.

Authority to date and complete

You and each Guarantor irrevocably request and authorise Us and our lawyers or agents to do all things necessary to render the Facility Documents and all collateral documents valid and enforceable both at law and in equity (in respect of those securities specified to which they are a party) including (without limitation) by the filling of all blanks, including dates, and by the doing of all things necessary to enable any of them to be registered. You and each Guarantor undertake to comply with all requisitions which may be raised in connection with this matter.

Payment of Money

Our lawyers or agents are directed to pay the amount of the loan as directed by You or Your lawyers/conveyancing company or representative. Where there are two or more of You, any one of You may give a written or verbal direction as to how loan proceeds are to be paid.

The payment of money authority extends to any other moneys You may provide to Us or our lawyers or agents in addition to the amount of the loan for the purpose of this transaction.

Authority to Operate

By completing Annexure 1 and signing below, You are authorising the persons detailed in Annexure 1 (each an "**Authorised Person**") to operate the nominated Judo Bank account(s), as well as nominate the default non-Judo bank account where funds will be transferred and give Us, by email or phone as indicated in this authority, instructions to transact on that account(s) upon the terms of this authority (each an "**Electronic Instruction**").

You authorise Us to accept and act upon any such Electronic Instruction that is given, or that appears to be given, in accordance with this authority, and scan and hold this document electronically, which will be treated as the original.

An Authorised Person may give Us instructions electronically from a nominated email address to an email address nominated by Us OR by phone from a nominated phone/mobile number to a phone/mobile number nominated by Us. In order to fulfil the instruction, We require the instruction to contain such information to identify the person who has sent the Electronic Instruction and meet such other requirements including executed attachments We may specify from time to time. Unless otherwise agreed, an Electronic Instruction is irrevocable once it is given.

You agree that We may elect not to follow any instructions given under the authority if:

- (a) We are not satisfied that the person giving the instruction has authority (for example, if Judo is not satisfied that the signature on the instruction matches the specimen signature held);

- (b) in our opinion, the instructions are not clear;
- (c) We cannot authenticate or validate any information or documents relating to the account or service, a person who is authorised to transact on it, or the transaction; or
- (d) We are notified of a dispute between joint account holders or directors (in which case Judo may require all joint account holders or directors to sign any authority to operate the account).

You further agree that We may, by giving You notice, override this authority and require that all or specific future transactions must be authorised by all account holders/directors and acknowledge that this authority does not prevent Us from complying with other valid account holder instructions.

You will ensure that We are told if any person named in Annexure 1 changes their names.

If there is more than one account holder, You acknowledge and agree that:

- (a) You hold the account jointly where each of You is entitled to any credit balance, and all of You are jointly and severally liable for any debit balance;
- (b) if any of You die, the account will be treated as the survivor's or survivors' jointly. The survivor/s are entitled to any credit balance;
- (c) if a partnership, You will immediately give Us notice of any change to Your membership.

You further authorise Us to disclose information to, and collect information from, other financial institutions to the extent We consider this reasonably necessary in relation to transactions to or from your accounts and to disclose information to and collect, retain and use personal information from third parties in the course of verifying your identity or establishing the authenticity or correctness of any information or document You provided to Us.

Consent to receive notices and documents electronically

By signing below, You and each Guarantor give consent to receiving and sending notices and other documents electronically and understand that upon giving this consent you may no longer send paper copies of notices and other documents to us. You should regularly check your nominated email address in Annexure 1 for notices and other documents.

Disbursements Instructions

By completing Annexure 2 and signing below, You and each Guarantor agree and authorise Us to disburse the funds from your loan account/s as directed in Annexure 2.

Direct Debit Request Service Agreement

By completing Annexure 3 and signing below, You are authorising Judo Bank to debit your account with another financial institution.

You also agree that by reading this Direct Debit Request Service Agreement and signing below and/or providing Judo Bank with a valid instruction in respect to your Direct Debit Request (DDR), You are authorising Us User IDs 506998, 522178, 530720, 600217 and 600218 to debit the nominated account in Annexure 3, until further notice in writing. You understand the terms and conditions set out in this DDR and acknowledge that:

1. If the debit day falls on a day that is not a banking day, Judo Bank may direct the nominated financial institution to debit your account on the following banking day.
2. The nominated financial institution may in its absolute discretion:
 - (a) decide the order of priority of payment made by it of any outgoings pursuant to this DDR; and
 - (b) terminate this DDR as to future debits, at any time, by giving me written notice.
3. Either party may vary, modify, defer or cancel the DDR, by providing the other with not less than 14 days' notice.
4. It is your responsibility:
 - (a) to ensure there are sufficient cleared funds in your nominated account to honour the DDR. You understand that the DDR will automatically be cancelled if three direct debit payments are dishonoured because of insufficient funds within a 12-month period. Judo Bank will give you 14 days' notice in writing if they intend to cancel your DDR. Judo Bank will charge the cost of the dishonoured direct debits against your account;
 - (b) to check with the nominated financial institution whether direct debiting is available from your account (as direct debiting is not available on all accounts offered by financial institutions) and to check with them if You have any queries about completing this DDR;
 - (c) to confirm that the account details You have provided to Judo Bank are correct; and
 - (d) to notify Judo Bank in writing if You think there has been an error in debiting your account, which Judo Bank will investigate. You acknowledge that if the conclusion of the investigation is that the account has been incorrectly debited, your account will be adjusted accordingly, and You will receive written notice of the amount of the adjustment. If the investigation concludes that your account has been correctly debited, You will be provided with reasons and evidence of the finding.
5. Judo Bank will keep any information in this DDR confidential and use reasonable efforts to ensure that any of Judo Bank's employees or agents who have access to the information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.
6. Notwithstanding the above, Judo Bank may disclose information that Judo Bank has about You:
 - (a) to our sponsor bank in BECS to assist with the checking of incorrect debits to your nominated account;
 - (b) to the extent specifically required by law; or
 - (c) for the purposes of this Service Agreement.

Execution

Dated:

Executed by the Borrower and each Guarantor below:


Executed by 64-66 Berkeley St Hawthorn Pty Ltd ACN 643 838 662 in their own right and as Trustee for 64-66 Berkeley St Hawthorn Unit Trust ABN 36 893 521 744 in accordance with Section 127 of the Corporations Act 2001 (Cth) by authority of its directors:



Director

Vincenzo Frank Tesoriero

Name of Director




Director/Secretary

Basile Papadimitriou

Name of Director/Secretary

Executed by The Forum Group Of Companies Pty Ltd ACN 151 964 626 in accordance with Section 127 of the Corporations Act 2001 (Cth) by authority of its sole director/secretary:



Sole director and sole secretary

Basile Papadimitriou

Name of Sole director and sole secretary

Signed, Sealed and Delivered by Vincenzo Frank Tesoriero in the presence of:



Witness



Vincenzo Frank Tesoriero

Print Name

Prakash Patel
Suite 3, Level 11, 343 Little Collins Street
Melbourne VIC 3000
An Australian Legal Practitioner
within the meaning of the
Law Application Act 2014 (VIC)

Statement



Account Number
725-888 500586425

Level 3, 40 City Road
Southbank VIC 3006

Statement Period
24 June 2022 to 30 June 2022

www.judo.bank
13 JUDO (13 58 36)

VINCENZO TESORIERO
44 HOWITT ROAD
CAULFIELD NORTH VIC 3161

Account Name	64-66 BERKELEY ST HAWTHORN UNIT TRU
Statement Date	01 July 2022
Account No.	725-888 500586425
Account Status	OPEN
Account Type	Business Loan (Variable Rate P & I)

ACCOUNT SUMMARY

Account Number	Facility/Name	Opening Balance	Total Debits	Total Credits	Closing Balance
725-888 500586425	64-66 BERKELEY ST HAWTHORN UNIT TRU	\$0.00	\$6,787,642.59	\$51,728.56	-\$6,735,914.03

ACCOUNT TRANSACTIONS

Date	Details	Debits	Credits	Balance
24 June 2022	Loan Drawdown	\$6,756,147.00	\$0.00	-\$6,756,147.00
24 June 2022	Loan Repayment	\$0.00	\$25,859.38	-\$6,730,287.62
24 June 2022	Loan Repayment	\$0.00	\$4.90	-\$6,730,282.72
30 June 2022	Loan Debit Interest	\$5,631.31	\$0.00	-\$6,735,914.03
30 June 2022	Principal Reduction	\$25,864.28	\$0.00	-\$6,761,778.31
30 June 2022	Principal Reduction	\$0.00	\$25,864.28	-\$6,735,914.03

This is a statement of account in accordance with Judo Bank's Terms and Conditions. Judo Bank accepts no liability in relation to computer errors or unauthorised disclosure of information. Please check all transactions carefully and report any possible discrepancies, errors or unauthorised transactions as soon as possible by calling 13 JUDO. For details on the calculation of interest charges, please refer to your Terms and Conditions.

BUILDING AUSTRALIA'S MOST TRUSTED SME BUSINESS BANK



P: 13 JUDO (13 5836)
E: service@judo.bank

www.judo.bank

Judo Bank Pty Ltd
ABN 11 615 995 581
ACL and AFSL 501091

Page 1 of 1

Form ID: 50R-1221-1.0.4

Forbearance Deed

64-66 Berkeley St Hawthorn Pty Ltd in its own right and
as trustee for 64-66 Berkeley St Hawthorn Unit Trust
(**Borrower**)

Vincenzo Frank Tesoriero

Judo Bank Pty Ltd (**Judo**)

gadens

Level 20, 25 Martin Place
Sydney NSW 2000
Australia

T +61 2 9163 3011
F +61 2 9163 3000

Ref: JER CCW

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Forbearance Deed

Parties

1. 64-66 Berkeley St Hawthorn Pty Ltd (ACN 643 838 662) in its own right and as trustee for 64-66 Berkeley St Hawthorn Unit Trust (ABN 36 893 521 744) (**Borrower**);
2. Vincenzo Frank Tesoriero of 44 Howitt Road, Caulfield North, VIC 3161 (**Mr Tesoriero**);
3. Judo Bank Pty Ltd ACN 615 995 581 of Level 4, 28 Margaret Street, Sydney, NSW 2000 (**Judo**)

Background

- A. Judo provided to the Borrower loan facilities under the Facility Agreement.
- B. To secure the moneys owing under the Facility Agreement and the other Facility Documents, the Borrower and the Guarantors granted the Security in favour of Judo.
- C. Events of Default have occurred under the Facility Agreement, and as a consequence Judo is entitled to exercise its powers under the Facility Agreement and Facility Documents.
- D. Forum has been placed into liquidation.
- E. The Borrower and Mr Tesoriero have requested that Judo defer immediately exercising its rights including taking immediate Enforcement Action and Judo has agreed to do so subject to the terms and provisions of this document.

Operative provisions

1. Definitions and interpretation

1.1 Facility Agreement definitions

Unless the context otherwise requires or the relevant term is defined in this document, terms defined in the Facility Agreement (as amended by this document) have the same meaning in this document.

1.2 Definitions

In this document, unless the context requires otherwise:

Borrower GSA means the General Security Agreement granted by the Borrower in favour of Judo dated on or around 23 November 2020.

Borrower Mortgage means registered mortgage no. AT795383F granted by the Borrower in favour of Judo in respect of the Property.

Business Day means a day that is not a Saturday, Sunday or any other day which is a public holiday or a day on which an ADI is not open for business in the state of Victoria.

Claims means all claims, demands, debts, liabilities, accounts, costs and expenses of whatever description (including legal costs (on the higher of a full indemnity basis or solicitor and own client basis) and disbursements), liens, causes of action, suits, proceedings, damages and all interest and other amounts payable to third parties and whether accrued, actual, contingent or prospective and includes any right to challenge or submit to taxation of legal costs and expenses and whether or not the facts, matters and circumstances are known to the parties at the date of this document. It includes any claim or complaint made to Judo or to any dispute resolution scheme.

Controller has the meaning given to that term in the *Corporations Act 2001* (Cth).

Enforcement Action means appointing a Controller to any of the Obligors or their property.

Event of Default has the meaning given to that term in the Facility Agreement (as amended by this document).

Facility Agreement means the Offer Letter between Judo and the Borrower dated on or about 23 November 2020, including the schedule of facilities in respect of loan numbers J300003572 and V300003571 and Business Lending Terms and Conditions dated July 2020.

Facility Document has the meaning given to that term in the Facility Agreement and includes, without limitation, this document, the Guarantee, the Borrower GSA and the Borrower Mortgage.

Forbearance Breach means the occurrence of any of the following events:

- (a) a failure by the Obligors to comply in all respects with any Forbearance Condition by the relevant Forbearance Condition Date;
- (b) a failure by any Obligor to comply with any other provision of this document; and/or
- (c) a breach by any Obligor of any of the terms or provisions of the Facility Agreement (as amended by this document) or any other Facility Document other than a pre-existing Relevant Event of Default,

in each case which, if capable of being remedied, has not been remedied within 10 Business Days of notice from Judo. For the avoidance of doubt, and without limitation, it will be an immediate Forbearance Breach if an Insolvency Event (as defined in the Facility Agreement) occurs in relation to the Borrower.

Forbearance Commencement Date means the date of this document.

Forbearance Conditions means each forbearance condition set out in Schedule 1.

Forbearance Condition Date means each forbearance condition date set out in Schedule 1.

Forbearance End Date means the earliest date on which:

- (a) all amounts owing under the Facility Agreement (as amended by this document) and any other Facility Document are repaid to Judo to its satisfaction; or
- (b) a Forbearance Breach occurs .

Forbearance Period means the period commencing on the Forbearance Commencement Date and ending on the Forbearance End Date.

Forum means The Forum Group of Companies Pty Ltd ACN 151 964 626 (in liquidation).

Forum GSA means the general security agreement granted by Forum in favour of Judo dated on or around 23 November 2020.

Guarantee means the Guarantee and Indemnity dated on or around 23 November 2020 given by Forum and Mr Tesoriero in favour of Judo in respect of the liabilities of the Borrower, limited to \$7,155,000 plus interest and other amounts described in the guarantee and indemnity.

Guarantors means Mr Tesoriero and Forum.

Obligors means the Borrower and Mr Tesoriero.

Property means the property located at 64-66 Berkeley Street, Hawthorn VIC 3122, more particularly described in certificate of title reference 12160/016.

Relevant Event of Default means the 'default' or 'event of default' expressly identified in the notice of default and reservation of rights letter issued by Judo to the Borrower on 19 July 2021.

Security has the meaning given to that term in the Facility Agreement and includes, without limitation, the Borrower GSA, the Borrower Mortgage, and the Guarantee.

Trust means the 64-66 Berkeley St Hawthorn Unit Trust (ABN 36 893 521 744).

1.3 Interpretation

Clause 10.2 (*Interpretation*) of the Facility Agreement applies to this document.

1.4 Facility Document

This document is a "Facility Document" as defined under and for the purposes of the Facility Agreement.

2. Acknowledgements

2.1 Each Obligor acknowledges and agrees that:

- (a) the Relevant Event of Default has occurred and is subsisting under the Facility Agreement and Facility Documents as at the date of this document;
- (b) but for this document, as a consequence of the Relevant Event of Default Judo is entitled to demand and require immediate payment from the Borrower and each

Guarantor the whole amount owing under the Facility Agreement and Facility Documents being, indicatively, \$6,832,516.30 as at 9 March 2022;

- (c) subject to clause 3, each Security is and will continue to be binding and in full force and effect to secure the Obligors' obligations to Judo under the Facility Documents (including the Facility Agreement as amended by this document);
- (d) the background to this document is correct, including specifically (but without limitation) that the Borrower GSA, Borrower Mortgage and Guarantee are immediately enforceable and, subject to the terms of this document, Judo is entitled to immediately take steps to enforce each Security, including by taking Enforcement Action;
- (e) this document is binding on each of the Borrower and Mr Tesoriero from the date of exchange of counterparts with Judo, notwithstanding that Forum is not also a party to it;
- (f) Judo has relied on the acknowledgements set out in this clause;
- (g) no failure or delay by Judo prior to, or after, the date of this document in exercising:
 - (i) any right arising from the occurrence of the Relevant Event of Default or any other Event of Default, default or breach (however described); or
 - (ii) a power created by, or arising upon the occurrence of, the Relevant Event of Default or any other Event of Default, default or breach (however described),

has resulted in, or may result in, a waiver of that right or power or may be relied upon by any Obligor as a waiver of that right or power.

- 2.2 Each Obligor represents and warrants to Judo that its entry into and performance of its obligations under this document (including the Facility Agreement and Facility Documents, as amended by this document) does not contravene any laws or the orders of any Court affecting or applying to each Obligor.
- 2.3 Each Obligor acknowledges that Judo has relied on the representations and warranties in clauses 2.2, 8.1 and 9.2 in entering into this document, and that it is an immediate Forbearance Breach if any of the representations and warranties in clauses 2.2, 8.1 and 9.2 is or becomes untrue, false, or misleading.

3. Release of Forum

- (a) On the Forbearance Commencement Date, Judo releases Forum from its obligations under the Guarantee and releases all "Secured Property" (as that term is defined in the Forum GSA) from the security interest granted by Forum under the Forum GSA.
- (b) Clause 3(a) operates as a deed poll.
- (c) Mr Tesoriero acknowledges the release of Forum set out in this clause 3 and acknowledges and agrees the Guarantee is and will continue to be in full force and effect against him, and that all his obligations under the Guarantee continue to apply despite the release of Forum.

4. Forbearance and Enforcement

4.1 Judo not to enforce during forbearance

- (a) Subject to paragraph (c) below, Judo agrees not to take Enforcement Action in respect of the Relevant Event of Default on and from the Forbearance Commencement Date until the Forbearance End Date.
- (b) On the Forbearance End Date, the forbearance under this document ends immediately and Judo will immediately be entitled to take Enforcement Action under the Facility Agreement and any other Facility Document and otherwise at law without further notice to the Borrower or Mr Tesoriero.
- (c) Notwithstanding clause 4.1(a), Judo is entitled during the Forbearance Period to take any action referred to in clause 4.1(a) which it considers to be necessary or desirable:
 - (i) to defend any action or proceeding brought against it by the Obligors or any other person, or to preserve or clarify its contractual rights which are being disputed by the Obligors or any other person;
 - (ii) for the purpose of protecting or preserving any Security; or
 - (iii) in reliance upon the occurrence of an Event of Default or other default or breach (however described) under any Facility Document (including the Facility Agreement as amended by this document), other than the Relevant Event of Default.

4.2 Forbearance Conditions

The Obligors must ensure that they each comply fully and in all respects with each Forbearance Condition by the relevant Forbearance Condition Date.

4.3 Event of Default

The Obligors acknowledge and agree that any Forbearance Breach is an Event of Default incapable of rectification under the terms of the Facility Agreement and that upon the occurrence of a Forbearance Breach, the Forbearance Period will end and Judo is entitled (in addition to any other rights under the Facility Documents) to immediately exercise all and any of its rights arising under the Facility Documents, including to appoint a Controller to the Borrower and/or the Property, without the need for any notice to the Obligors.

4.4 Lender's determination

A determination by Judo, acting reasonably, that any Forbearance Breach has occurred will be final and binding on each Obligor.

4.5 Notification

The Obligors must promptly inform Judo in writing upon occurrence of failure or breach of its obligations to Judo which is or may comprise a Forbearance Breach.

5. Obligations of each Obligor

Each Obligor agrees that:

- (a) it will do anything that Judo reasonably requests (such as obtaining consents, signing and producing documents, replying to questions, producing receipts and completing and signing documents):
 - (i) to enable Judo to exercise its rights in connection with the Facility Agreement (as amended by this document), the Securities, each other Facility Document and this document; and
 - (ii) to protect the assets and property that is subject to the Securities;
- (b) it will comply with each of its obligations under the Facility Agreement and the Facility Documents (in each case, other than those obligations which relate directly to the Relevant Event of Default which has already occurred); and
- (c) it will also comply with the Conditions set out in Schedule 1 of this document.

6. Terms of the Facility Agreement and the Securities

6.1 Combination of loan accounts

- (a) On the Forbearance Commencement Date (or as soon as practicable thereafter), the Obligors consent to and direct Judo to combine the balance owing under loan account no. J300003572 with the balance owing under loan account no. V300003571 such that the whole amount owing under the Facility Agreement comprises the one Business Loan – Variable Rate – Principal and Interest facility.
- (b) The terms and conditions applicable to the Business Loan – Variable Rate – Principal and Interest loan under the Facility Agreement (as amended by this document) continue to apply to the combined facility.
- (c) The Borrower acknowledges that no surplus or other funds will be made available to the Borrower for drawing in connection with the combination of the loan accounts.

6.2 Repayment terms

- (a) During the Forbearance Period, provided no Forbearance Breach occurs, Judo will accept repayment of the amount owing under the Facility Agreement in accordance with the revised Facility Agreement terms set out in Schedule 2 of this document.
- (b) The Borrower must comply with all of the terms of the amended Facility Agreement as set out in Schedule 2 of this document.

6.3 Facility Agreement and the Security otherwise continue to apply

- (a) The Facility Agreement and each Facility Document (including the Security) continue to apply in accordance with their respective terms and nothing in this document is to be taken to prejudice or in any way limit any of the rights or interests of Judo under them except as expressly otherwise provided for in this document.

- (b) The parties agree that all references to "Security" and "Facility Document" in any Facility Document are taken to include a reference to the Guarantee, the Borrower GSA and the Borrower Mortgage in addition to any other Facility Documents.

6.4 Read in conjunction

- (a) This document is to be read in conjunction with the Facility Agreement and each other Facility Document.
- (b) If there is any inconsistency between the terms of this document, the Facility Agreement, and each other Facility Document, then the terms of this document will prevail.

6.5 Reservation of rights

Subject only to clause 4.1(a) Judo reserves all of its rights under the Facility Agreement (as amended by this document) and each other Facility Document.

7. Release of Judo

7.1 No claim

Upon execution of this document, each Obligor party to this document unconditionally and irrevocably releases Judo and any of its related entities and any of their directors or officers from any Claims that they presently have, may have or could or might at any future time have or have had, against Judo in respect of any matter arising directly or indirectly out of or in connection with this document including but not limited to the following:

- (a) the Facility Documents; and
- (b) any transaction undertaken or action taken by Judo to enforce its rights under the Facility Documents or recover the Debt (as defined in the Facility Agreement).

7.2 Bar to proceedings

This document may be raised or pleaded by Judo as a complete defence to the continuance or commencement of any proceedings or Claim brought by any Obligor party to this document against Judo or any of its related entities or any of their directors or officers.

8. Legal advice acknowledgment

8.1 Warranty

Before signing this document, each Obligor party to this document acknowledges and confirms that they have received a copy of, read and fully understood and obtained and followed independent legal advice in respect of this document and each other Facility Document, including each Obligor's ability to lawfully enter into this document, the other Facility Documents and the transactions contemplated by them (**Legal Advice Warranty**).

8.2 Reliance

In reliance on the Legal Advice Warranty, Judo proceeded to sign this document.

9. Trustee provisions

9.1 Borrower liable as trustee of the trust and in its own right

The Borrower enters this document in its own right and as trustee of the Trust.

9.2 Trustee warranties

The Borrower warrants as follows.

- (a) All of the powers and discretions conferred by the deed establishing the Trust are capable of being validly exercised by the Trustee as trustee and have not been varied or revoked and the Trust is a valid and subsisting trust.
- (b) The Trustee has the power under the deed establishing the Trust to enter into and perform its obligations under this document.
- (c) The Trustee is the sole trustee of the Trust and has full and unfettered power under the terms of the deed establishing the Trust to grant security over the Trust's assets.
- (d) This document is being executed and entered into as part of the due and proper administration of the Trust and for the benefit of the beneficiaries of the Trust.
- (e) No restriction on the Trustee's right of indemnity out of or lien over the Trust's assets exists or will be created or permitted to exist and that right of indemnity will have priority over the right of the beneficiaries to the Trust's assets.

10. Costs and Expenses

10.1 Costs and expenses generally

The parties agree that clause 9.1 (*Costs and expenses*) and clause 9.2 (*GST*) of the Facility Agreement apply to this document as a "Facility Document" and as if set out in full in this document with any necessary changes.

10.2 Judo's costs of this document

For the avoidance of doubt, without limitation, the Borrower agrees to pay Judo's reasonable costs, charges and expenses (including legal costs) in connection with the negotiation, preparation and execution of this document.

11. General provisions

11.1 Further Action

Each Obligor party to this document must do all things necessary or desirable (in the opinion of Judo) to give full effect to the terms and provisions of this document.

11.2 Severability

If any term, agreement or condition of this document or the application thereof to any person or any circumstance is or becomes illegal, invalid or unenforceable in any jurisdiction it will be severed and neither the remaining terms, agreements and conditions nor the validity or enforceability of such provision in any other jurisdiction will be affected.

11.3 Governing law and jurisdiction

This document is governed by and construed in accordance with the law for the time being in force in the place specified in the Facility Agreement and each party agrees to submit to the non-exclusive jurisdiction of the courts of that place.

11.4 Counterparts

This document may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this document.

11.5 Amendments

This document may be amended only in writing signed by each party.

11.6 Survival

Any term by its nature intended to survive termination of this document survives termination of this document.

11.7 No merger

The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.

11.8 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

11.9 Time

In respect of the provisions of this document as against the Obligors party to this document time will be of the essence.

11.10 Electronic Signing

- (a) Each party consents to each other party signing this document electronically.
- (b) A party may sign electronically a soft copy of this document, and bind itself accordingly. This will satisfy any statutory or other requirements for the deed to be in writing and signed by that party.

Schedule 1 – Conditions

Item	Requirement	Timing
1.	The Borrower must repay the amount owing under the Facility Agreement (as amended by this deed) on time in accordance with its terms.	Monthly repayments of principal and interest in accordance with the Facility Agreement (as amended by this document). Payment of the Lump Sum Payment by the end of the Term. See Schedule 2.
2.	The Borrower must comply with all additional and amended special and ongoing conditions under the Facility Agreement (as amended by this document) on time in accordance with its terms.	Ongoing. See Schedule 2 (<i>health indicators and ongoing conditions</i>)
3.	The Obligors must provide any documents or information reasonably required and requested by Judo within a reasonable time, being no more than 5 Business Days of request by Judo (unless a longer period is agreed with Judo).	Ongoing.
4.	The Obligors must ensure that no Event of Default, default or breach (however described) occurs under the Facility Documents (as amended by this document) (other than the existing Relevant Event of Default).	Ongoing. See also Schedule 2.

Schedule 2 – Amended Facility Agreement Terms

The following amended terms apply to the repayment of the amount owing under the Facility Agreement on and from the Forbearance Commencement Date (subject to no Forbearance Breach subsisting, and the combination of loan accounts occurring in accordance with clause 6.1 of this document):

- a) **Facility Type:** Business Loan – Variable Rate – Principal and Interest.
- b) **Term:** 15 years (180 months) from the Loan Date.
- c) **Loan Date:** taken to be the date of the combination of loan accounts in accordance with this document.
- d) **Loan Amount:** means the whole amount owing under the Facility Agreement as at the Loan Date.
- e) **Interest Rate – Variable Rate:** The Judo Market Base Rate plus Customer Margin of 4.22% per annum. As at 10 March 2022, the total indicative variable rate is 4.6% per annum.
- f) **Repayment:**
 - i. **Lump Sum Payment:** \$5,000,000 to be paid by the last day of the Term; and
 - ii. **Monthly repayments:** Repayments of the Loan Amount (less the Lump Sum Payment) must be made monthly commencing 30 days after the Loan Date (or, if any such day is not a Business Day, the next Business Day) by direct debit. The monthly repayments will be calculated to progressively repay the whole Loan Amount (less the Lump Sum Payment) during the Term. The monthly payments based on the indicative interest rate will be approximately \$33,000 per month. Judo will provide confirmation of the amount of the first repayment within 7 Business Days after the Loan Date.
- g) **Health indicators and ongoing conditions:** The following variations and additions are made to the existing health indicators and ongoing additions:
 - i. condition 5 is amended to remove reference to Basile Papadimitriou;
 - ii. "The Group" is amended to exclude reference to Forum, such that "The Group" means the Borrower (in its own right and in its trustee capacity);
 - iii. additional condition 6 is inserted as follows:
 - 6. Within 30 days of the close of the half-yearly period, ATO Portals (Income Tax Account and Integrated Client Account) for The Group are to be provided to Judo.
 - iv. additional condition 7 is inserted as follows:
 - 7. The Borrower agrees that Judo may revalue the Property at any time it considers reasonable during the term of the loan, but at least every three years, commencing 31 January 2024. The Borrower agrees to pay the reasonable cost of each valuation commissioned by Judo.
 - v. additional condition 8 is inserted as follows:

8. The Borrower agrees to ensure that the Loan to Valuation Ratio (LVR) is less than or equal to 75%.

LVR is calculated as Total Borrowings divided by the Market Value of the Property expressed as a percentage.

Total Borrowings refers to the balance of all financial obligations owing to Judo by the Borrower.

Market Value of the Property is as assessed by valuation reports accepted by Judo (or any other assessment of Market Value accepted by us).

- vi. additional condition 9 is inserted as follows:

9. The Borrower acknowledges that Judo will undertake an annual review of the facility and the Borrower's performance commencing 31 March 2023, and the Borrower agrees to cooperate fully with Judo in connection with the annual review and must provide any documents or information requested by Judo within a reasonable time, being no more than 5 Business Days of request by Judo (unless a longer period is agreed with Judo).

- h) **Events of Default:** Clause 4.1 is amended as follows:

- i. the word "or" is deleted from the end of clause 4.1(m)(iii);
- ii. the full stop is deleted from the end of clause 4.1(m)(iv) and replaced with "; or"
- iii. additional subclause 4.1(n) is inserted as follows:
 - (n) an event, matter or circumstance occurs which, in Judo's opinion (acting reasonably) has had, or may have a Material Adverse Effect, including (without limitation):
 - (i) the Borrower or any Guarantor breaches or is in default under any law or regulation or any judgment, ruling, order or decree of any governmental agency binding on it or them which breach or default could have a Material Adverse Effect; and/or
 - (ii) litigation, arbitration or administrative proceedings of or before any Court, arbitral body or agency have been started or threatened against the Borrower or any Guarantor, the adverse determination of which could have a Material Adverse Effect.

Material Adverse Effect means a material adverse effect on:

- a) the financial condition, property (including the Property), business, management, or operations of the Borrower or the Guarantor;
- b) the ability of the Borrower or any Guarantor to perform and comply with its material obligations under any Facility Document;
- c) the validity or enforceability of the whole or any material part of any of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to, any Facility Document; or


- d) any material rights or remedies or benefits of Judo under any Facility Document.

Signing page

Executed as a deed.


Dated 14 June 2022

Executed on behalf of **Judo Bank Pty Ltd**
ACN 615 995 581 by its attorney under
power of attorney dated 21 December 2020
who has no notice of the revocation of the
power of attorney, in the presence of:



Witness Signature
ANGELEKE ELFES

Witness Name



Attorney
LIAM WILLIAMS

Print name

Signed, Sealed and Delivered by **Vincenzo Frank Tesoriero** in the presence of:

Witness

Print Name

Vincenzo Frank Tesoriero

Executed by 64-66 Berkeley St Hawthorn Pty Ltd (ACN 643 838 662) in its own right and as trustee for 64-66 Berkeley St Hawthorn Unit Trust (ABN 36 893 521 744) in accordance with Section 127 of the Corporations Act 2001 (Cth) by authority of its sole director/secretary:

Sole director and sole secretary

Vincenzo Frank Tesoriero

Sole director and sole secretary

- d) any material rights or remedies or benefits of Judo under any Facility Document.

Signing page

Executed as a deed.

Dated 14 June 2022

Executed on behalf of **Judo Bank Pty Ltd**
ACN 615 995 581 by its attorney under
power of attorney dated 21 December 2020
who has no notice of the revocation of the
power of attorney, in the presence of:


Witness Signature

Attorney


Witness Name

Print name

Signed, Sealed and Delivered by **Vincenzo**
Frank Tesoriero in the presence of:



Witness




Vincenzo Frank Tesoriero

GIOVANNI TESORIERO

Print Name

Executed by **64-66 Berkeley St Hawthorn Pty**
Ltd (ACN 643 838 662) in its own right and
as trustee for **64-66 Berkeley St Hawthorn**
Unit Trust (ABN 36 893 521 744) in
accordance with Section 127 of the
Corporations Act 2001 (Cth) by authority of its
sole director/secretary:



Sole director and sole secretary

Vincenzo Frank Tesoriero

Sole director and sole secretary