

NOTICE OF FILING

Details of Filing

Document Lodged: Affidavit - Form 59 - Rule 29.02(1)
Court of Filing: FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment: 9/12/2022 4:34:29 PM AEDT
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File Number: NSD747/2021
File Title: IN THE MATTER OF THE FORUM GROUP OF COMPANIES PTY
LIMITED ACN 151 964 626 (ADMINISTRATORS APPOINTED) & ORS
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



Affidavit

No. NSD747 of 2021

Federal Court of Australia
District Registry: New South Wales
Division: General

**IN THE MATTER OF THE FORUM GROUP OF COMPANIES PTY LIMITED ACN 151 964 626 (IN LIQUIDATION)
(ACN 151 964 626)**

Jason Ireland and Jason Preston in their capacity as joint and several liquidators of 64-66 Berkeley St Hawthorn Pty Ltd (in liquidation) ACN 643 838 662 and another
Applicants

Affidavit of: **Jason Ireland**
Address: Level 12, 20 Martin Place, Sydney NSW 2000
Occupation: Registered Liquidator
Date: 9 December 2022

I, Jason Ireland, of Level 12, 20 Martin Place, Sydney NSW 2000, Registered Liquidator, affirm:

1. I am a Partner in the Restructuring practice of McGrathNicol, a Chartered Accountant (admitted as a member of the Chartered Accountants Australia and New Zealand) and a Registered Liquidator.
2. I, together with Jason Preston, am a joint and several liquidator of the First and Second Applicants (**Liquidators**).
3. I believe that the information contained in this affidavit is true.

Filed on behalf of (name & role of party)	Jason Ireland and Jason Preston in their capacity as joint and several liquidators of 64-66 Berkeley St Hawthorn Pty Ltd (in liquidation) ACN 643 838 662 and another, the Applicants		
Prepared by (name of person/lawyer)	Chris Prestwich		
Law firm (if applicable)	Allens		
Tel	02 9230 4000	Fax	(02) 9230 5333
Email	Chris.Prestwich@allens.com.au		
Address for service (include state and postcode)	Deutsche Bank Place, 126 Phillip Street, Sydney NSW 2000 Email: Chris.Prestwich@allens.com.au and Kirsty.Prinsloo@allens.com.au DX: 105 Sydney		

4. I make this affidavit in support of the Interlocutory Application dated 9 December 2022 (**Application**) seeking orders, among other things, that in accordance with section 57 of the Federal Court of Australia Act 1976 (Cth), the Liquidators be appointed as receivers and managers (**Receivers**) over the real properties listed in items 1 and 2 of Annexure A to the Application (**Properties**).
5. Exhibited to me at the time of affirming this affidavit is an electronic bundle of documents marked '**Exhibit JI-7**'. Where I refer to a document by page number noting Exhibit JI-7, I am referring to the corresponding page number in Exhibit JI-7.
6. This affidavit is structured as follows:
 - (a) Part A: Appointment as Liquidators;
 - (b) Part B: The Real Properties; and
 - (c) Part C: Rationale for the appointment of Receivers to the Properties.
7. This proceeding was commenced in connection with the termination of the voluntary administration of, and the appointment of liquidators to, 24 entities of which Mr Basile Papadimitriou and/or Mr Vincenzo Tesoriero were directors. Subsequent steps taken in this proceeding include:
 - (a) The addition of other Forum entities to the proceeding (orders were made in that regard on 27 August 2021); and
 - (b) The appointment of Jason Preston and I as receivers and managers of certain real property assets and a yacht (orders were made in that regard on 3 September 2021).

A. Appointment as external administrators

8. By court orders made on 2 November 2022, Jason Preston and I were appointed joint and several liquidators of 64-66 Berkeley Street Hawthorn Pty Ltd (in liquidation) ACN 643 838 662 (**Berkeley Street PL**) and 9 Gregory Street Ouyen Pty Ltd (in liquidation) ACN 641 392 707 (**Gregory Street PL**) (**Orders**). At pages 1 to 2 of Exhibit JI-7 is a copy of the Orders.
9. That appointment followed a winding up application made by the Twenty-Sixth Plaintiff in the proceeding. As described further below, both Berkeley Street and Gregory Street is an entity of which Mr Tesoriero is a director, acts as a trustee of a trust and Mr Tesoriero and Mr Papadimitriou appear to have an interest in the trust assets.

B. The Properties

64-66 Berkeley Street

- 10. On 26 August 2020, Berkeley Street PL was appointed as trustee of the 64-66 Berkeley St Hawthorn Unit Trust.
- 11. At pages 3 to 8 of Exhibit JI-7 is a copy of a current and historical extract for Berkeley Street PL.
- 12. At pages 9 to 34 of Exhibit JI-7 is a copy of the 64-66 Berkeley St Hawthorn Unit Trust Deed dated 26 August 2020 (***Berkeley Street Trust Deed***).
- 13. There are 100 units on issue for the Berkeley Street Unit Trust which are held as follows:
 - (a) 50 units held by Tesoreiro Investment Group Pty Ltd (in liquidation) ACN 161 088 115 as trustee of the Tesoreiro Investment Trust. The Liquidators are also appointed liquidators of this entity; and
 - (b) 50 units held by Eros Management Pty Ltd (in liquidation) ACN 622 298 346 in its capacity as trustee of the MAZ Trust. The Liquidators are also appointed liquidators of this entity.
- 14. Berkeley Street PL is the registered proprietor of the following real property:

Property	Date acquired	Purchase price (\$)	Encumbrances	Title search
64-66 Berkeley Street Hawthorn Victoria 3122 (<i>Berkeley Street Property</i>) Vol: 12160 Folio: 016	24 April 2020	7,950,000	Mortgage: Judo Bank Pty Ltd Dealing No: AT795383F Caveat: Westpac Banking Corporation, Dealing No: AU614481M	At pages 35 to 36 of Exhibit JI-7 is a copy of a title search for this property.

- 15. The contract of sale of the Berkeley Street Property lists "Vince Tesoriero and or Nominees" as the purchaser. This is shown in an extract from the contract of sale at page 37 of Exhibit JI-7.
- 16. At page 38 of Exhibit JI-7 is a copy of a notice of nomination under the contract of sale for the Berkeley Street Property, which nominates Berkeley Street PL in its



capacity as the 64-66 Berkeley Street Hawthorn Unit Trust as a "Nominee" under the contract for sale.

17. In the event that the Berkeley Street Property is not held on trust, as Liquidator I could cause Berkeley Street PL to sell it as registered proprietor.

9 Gregory Street

18. On 2 June 2020, Gregory Street PL was appointed as trustee of the 9 Gregory Street Ouyen Unit Trust.
19. At pages 39 to 43 of Exhibit JI-7 is a copy of a current and historical extract for Gregory Street PL.
20. At pages 44 to 66 of Exhibit JI-7 is a copy of the 9 Gregory Street Ouyen Unit Trust Deed dated 2 June 2020 (**9 Gregory Street Ouyen Unit Trust Deed**).
21. There are 100 units on issue for the 9 Gregory Street Ouyen Unit Trust which is held by BV Holdings OY Pty Ltd in its capacity as trustee of the BV Holdings OY Unit Trust.
22. Gregory Street PL in its capacity as trustee of the 9 Gregory Street Ouyen Unit Trust is the registered proprietor of the following real property:

Property	Date acquired	Purchase price (\$)	Encumbrances	Title search
9 Gregory Street Ouyen Victoria 3490 (9 Gregory Street Property) Vol: 06684 Folio: 757	20 September 2019	900,000	Mortgage: Australia and New Zealand Banking Group Ltd, Dealing No: AT890047S (18/12/2020) Caveat: Aksara Holdings Pty Ltd, Dealing No: AU069654S (22/02/2021)	At pages 67 to 68 of Exhibit JI-7 is a copy of a title search for this property.

23. Based on investigations undertaken to date and for the reasons outlined below, while I have not been able to determine the position conclusively, it appears that the 9 Gregory Street Property may be owned by Gregory Street PL in its capacity of the 9 Gregory Street Ouyen Unit Trust. By way of example:
- (a) The name of the 9 Gregory Street Ouyen Unit Trust indicates that a trust was set up with a view to holding real property on trust; and
 - (b) The balance sheet as at 30 June 2021 for Gregory Street PL in its capacity as 9 Gregory Street Ouyen Unit Trust lists the 9 Gregory Street Property as an asset and also records liabilities incurred with respect to the 9 Gregory Street

Property. At page 69 of Exhibit JI-7 is a copy of the the balance sheet for Gregory Street PL in its capacity as 9 Gregory Street Ouyen Unit Trust.

24. In the event that 9 Gregory Street Property is not held on trust, as Liquidator I could cause Gregory Street PL to sell it as the registered proprietor.

Status of the Trustees

25. Each of the 64-66 Berkeley Street Unit Trust Deed and the 9 Gregory Street Ouyen Unit Trust Deed contain a term to the effect that, if the Trustee goes into liquidation, the trustee is deemed to have retired. Specifically this term in each of the trust deeds is:

25.1 If the Trustee goes into liquidation, or ceases to carry on business, or a receiver or administrator is appointed, the Trustee is deemed to have retired and the Unitholders may appoint a new trustee.

26. To the best of my knowledge and belief, no new trustee has been appointed to the unit trusts since my appointment as Liquidator (as referred to in paragraph 8 above).

The Unit Holders – 64-66 Berkeley Street Unit Trust

27. Jason Preston and I are appointed as the joint and several liquidators of both unitholders in the 64-66 Berkeley Street Unit Trust:
- (a) Pursuant to the orders referred to at paragraph 8 above, Jason Preston and I were appointed as the joint and several liquidators of Tesoriero Investment Group Pty Ltd (in liquidation) ACN 161 088 115. Vincenzo Tesoriero and Giovanni Tesoriero are the directors and shareholders Tesoriero Investment Group Pty Ltd (in liquidation). At pages 70 to 75 of Exhibit JI-7 is a copy of a current and historical extract for Tesoreiro Investment Group Pty Ltd (in liquidation) ACN 161 088 115;
- (b) Pursuant to orders made on 28 July 2021, Jason Preston and I were appointed as the joint and several liquidators of Eros Management Pty Ltd (in liquidation) ACN 622 298 346. Mr Papadimitriou is recorded as the sole director, secretary and shareholder of Eros Management Pty Ltd (in liquidation). At pages 76 to 82 of Exhibit JI-7 is a copy of a current and historical extract for Eros Management Pty Ltd (in liquidation) ACN 622 298 346.

The Unit Holders – 9 Gregory Street Ouyen Unit Trust

28. A current and historical extract for BV Holdings OY Pty Ltd shows that the entity was deregistered on 30 October 2022. Prior to its deregistration, Mr Tesoriero was the sole director, secretary and shareholder of BV Holdings OY Pty Ltd. At pages 83 to 86 of Exhibit JI-7 is a copy of a current and historical extract for BV Holdings OY Pty Ltd.
29. Whether units in the 9 Gregory Street Ouyen Unit Trust were transferred from BV Holdings OY Pty Ltd to another party is not presently known to the Liquidators.

Acquisition of the Properties

30. From the Liquidators' investigations to date, it appears that:
- (a) Each of Berkeley Street PL and Gregory Street PL were established as special purpose vehicles to purchase the respective Properties;
 - (b) The purchase of each of the Properties was funded through a combination of:
 - (i) Monies borrowed by the respective trustees from financiers which are secured by the mortgages listed in paragraphs 14 and 22 above;
 - (ii) Contributions from Forum Group Financial Services Pty Ltd ACN 623 033 705 (in liquidation) (**FGFS**). The Liquidators are also the liquidators of FGFS. Those contributions are recorded in FGFS' books as being intercompany loans outlined below;
 - (c) There is no evidence that any amounts have been repaid to FGFS for the amounts it lent to partially fund the acquisition of the Properties;
 - (d) The FGFS balance sheet as at 30 June 2021, records FGFS being owed the following amounts (excluding interest that has accrued since that date) from the respective trustee entities in relation to the Properties:
 - (i) '64-66 Berkeley Street' in the sum of \$1,865,508.30; and
 - (ii) '9 Gregory Street' in the sum of \$18,968.58.
 - (e) Berkeley Street PL does not have any funds available to service the loan secured against the Berkeley Street Property or to repay the amount owing to FGFS; and
 - (f) While Gregory Street PL receives rent which it can use to service the debt which is secured against the 9 Gregory Street Property, it does not have

sufficient funds to service the other debts linked to the 9 Gregory Street Property (being the amount owing to FGFS and some vendor finance).

C. Rationale for the appointment of the Receivers to the Properties

31. In my experience, the appointment of the Liquidators as the Receivers to the Properties would enable a timely and cost effective recovery of those assets in circumstances where:
- (a) Given the terms of the Trust Deeds, the trustees of each of the units trusts may no longer be able to act as trustees of the Unit Trusts given their external administration;
 - (b) Each of the trustees of the unit trusts are liable to repay the sums that they borrowed in connection with the acquisition of the Properties;
 - (c) The trustees do not have funds available to continue to service the mortgages against the Property or to repay the debt owing to third parties in connection with the Properties. On that basis, it is appropriate that the Properties be sold and the appointment of the Receivers would allow for an orderly and arms-length sale of the Properties for the benefit of creditors; and
 - (d) In circumstances where there are competing claims (including proprietary claims) over some or all of the Properties, the orders sought in the Application provide for the payment of the surplus proceeds into a trust or into court if those terms cannot be agreed.

Affirmed by the above named deponent
at Sydney, New South Wales on
9 December 2022
Before me:


Signature of deponent


Signature of witness

Federal Court of Australia
District Registry: New South Wales
Division: General

**IN THE MATTER OF THE FORUM GROUP OF COMPANIES PTY LIMITED ACN 151 964 626 (IN LIQUIDATION)
(ACN 151 964 626)**

Jason Ireland and Jason Preston in their capacity as joint and several liquidators of 64-66 Berkeley St Hawthorn Pty Ltd (in liquidation) ACN 643 838 662 and another

Applicants

Affidavit of: **Jason Ireland**
Address: Level 12, 20 Martin Place, Sydney NSW 2000
Occupation: Registered Liquidator
Date: 9 December 2022

CERTIFICATE IDENTIFYING EXHIBIT

This is the exhibit marked "**JI-7**" produced and shown to Jason Ireland at the time of affirming his affidavit this 9 December 2022.

Before me:



Signature of witness



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD228/2022

**IN THE MATTER OF 64-66 BERKELEY ST HAWTHORN PTY LTD
ACN 643 838 662**

**FORUM GROUP FINANCIAL SERVICES PTY LIMITED (IN LIQUIDATION)
ACN 623 033 705**

Plaintiff

64-66 BERKELEY ST HAWTHORN PTY LTD ACN 643 838 662

Defendant

ORDER

REGISTRAR: JUDICIAL REGISTRAR ALLAWAY

DATE OF ORDER: 2 November 2022

WHERE MADE: Melbourne

THE COURT ORDERS THAT:

1. 64-66 BERKELEY ST HAWTHORN PTY LTD ACN 643 838 662 be wound up in insolvency under the provisions of the *Corporations Act 2001* (Cth).
2. JASON PRESTON and JASON IRELAND, registered liquidators, are appointed liquidators of the company.
3. The plaintiff's costs are fixed in the sum of \$9,110.00 and are to be reimbursed in accordance with s 466(2) of the *Corporations Act 2001* (Cth).

Date that entry is stamped: 2 November 2022


Registrar

Subsection 35A (5) of the *Federal Court of Australia Act 1976* (the *Act*) provides that a party to proceedings in which a Registrar has exercised any of the powers of the Court under subsection 35A (1) of the Act may, within the time prescribed by the Rules of Court, or within any further time allowed in accordance with the Rules of Court, apply to the Court to review that exercise of power.

Rule 3.11 provides that a party may apply to the Court under subsection 35A (5) of the Act for review of the exercise of a power of the Court by a Registrar and that any application must be made within 21 days after the day on which the power was exercised. A party seeking a review can apply to the Court to dispense with any requirement of the Rules (Rule1.34).



Federal Court of Australia

District Registry: New South Wales

Division: General

No: NSD225/2022

IN THE MATTER OF 9 GREGORY STREET OUYEN PTY LTD ACN 641 392 707

**FORUM GROUP FINANCIAL SERVICES PTY LIMITED (IN LIQUIDATION)
ACN 623 033 705**

Plaintiff

9 GREGORY STREET OUYEN PTY LTD ACN 641 392 707

Defendant

ORDER

REGISTRAR: JUDICIAL REGISTRAR ALLAWAY

DATE OF ORDER: 2 November 2022

WHERE MADE: Melbourne

THE COURT ORDERS THAT:

1. 9 GREGORY STREET OUYEN PTY LTD ACN 641 392 707 be wound up in insolvency under the provisions of the *Corporations Act 2001* (Cth).
2. JASON PRESTON and JASON IRELAND, registered liquidators, are appointed liquidators of the company.
3. The plaintiff's costs are fixed in the sum of \$9,110.00 and are to be reimbursed in accordance with s 466(2) of the *Corporations Act 2001* (Cth).

Date that entry is stamped: 2 November 2022


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Subsection 35A (5) of the *Federal Court of Australia Act 1976* (the *Act*) provides that a party to proceedings in which a Registrar has exercised any of the powers of the Court under subsection 35A (1) of the Act may, within the time prescribed by the Rules of Court, or within any further time allowed in accordance with the Rules of Court, apply to the Court to review that exercise of power.

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ASIC Data Extracted 07/12/2022 at 13:39

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 643 838 662 64-66 BERKELEY ST HAWTHORN PTY LTD -

ACN (Australian Company Number):	643 838 662	Document No.
ABN:		
Current Name:	64-66 BERKELEY ST HAWTHORN PTY LTD	
Registered in:	Victoria	
Registration Date:	26/08/2020	
Review Date:	26/08/2023	
Company Bounded By:		

- Current Organisation Details -

Name: 64-66 BERKELEY ST HAWTHORN PTY LTD
Name Start Date: 26/08/2020
Status: ** Under External Administration And/Or Controller Appointed **
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Proprietary Company

- Former Organisation Details from 26/08/2020 to 01/11/2022 -

Name: 64-66 BERKELEY ST HAWTHORN PTY LTD
Name Start Date: 26/08/2020
Status: Registered
Type: Australian Proprietary Company
Class: Limited By Shares
Sub Class: Proprietary Company

- Company Addresses -

- Registered Office

Address: LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060
Start Date: 26/08/2020

1EQC73398

- Principal Place of Business

Address: LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060
Start Date: 26/08/2020

1EQC73398

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Director

Name: VINCENZO FRANK TESORIERO 7EBC41883
Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161
Birth Details: 21/12/1980 MELBOURNE VIC
Appointment Date: 02/11/2020
Cease Date: //

Previous Director

Name: BASILE PAPADIMITRIOU 7EBB29785
Address: 23 MARGARET STREET ROZELLE NSW 2039
Birth Details: 31/08/1972 SYDNEY NSW
Appointment Date: 26/08/2020
Cease Date: 02/11/2020

Name: VINCENZO FRANK TESORIERO 1EQC73398
Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161
Birth Details: 21/12/1980 MELBOURNE VIC
Appointment Date: 26/08/2020
Cease Date: 27/08/2020

Secretary

Name: VINCENZO FRANK TESORIERO 7EBC41883
Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161
Birth Details: 21/12/1980 MELBOURNE VIC
Appointment Date: 02/11/2020
Cease Date: //

Previous Secretary

Name: BASILE PAPADIMITRIOU 7EBB29785
Address: 23 MARGARET STREET ROZELLE NSW 2039
Birth Details: 31/08/1972 SYDNEY NSW
Appointment Date: 26/08/2020

Cease Date: 02/11/2020

Name: VINCENZO FRANK TESORIERO 1EQC73398
Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161
Birth Details: 21/12/1980 MELBOURNE VIC
Appointment Date: 26/08/2020
Cease Date: 27/08/2020

Petitioner Court Action

Name: 623 033 705 FORUM GROUP FINANCIAL SERVICES PTY LTD 031311415
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Appointment Date: 31/03/2022
Cease Date: //
Abn: 45 623 033 705

- Court Details Affecting Role -

Type: Federal **State:** New South Wales
Application No: NSD 228 **Application Year:** 2022

Appointed Liquidator (Court Winding Up)

Name: JASON PRESTON 7EBY04957
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Birth Details:
Appointment Date: 02/11/2022
Cease Date: //

- Court Details Affecting Role -

Type: Federal **State:** New South Wales
Application No: NSD228 **Application Year:** 2022

Name: JASON CRAIG IRELAND 7EBY04957
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Birth Details:
Appointment Date: 02/11/2022
Cease Date: //

- Court Details Affecting Role -

Type: Federal **State:** New South Wales
Application No: NSD228 **Application Year:** 2022

- Share Structure -

Current

Class: ORDINARY
Number of Shares Issued: 100
Total Amount Paid / Taken to be Paid: \$100.00
Total Amount Due and Payable: \$0.00

1EQC73398

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class: ORD **Number Held:** 50 **Beneficially Owned:** Yes **Fully Paid:** Yes 7EBB29819

- Members -

Name: VINCENZO FRANK TESORIERO
Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161
Joint Holding: No

- Holding -

Class: ORD **Number Held:** 50 **Beneficially Owned:** Yes **Fully Paid:** Yes 7EBB29819

- Members -

Name: BASILE PAPADIMITRIOU
Address: 23 MARGARET STREET ROZELLE NSW 2039
Joint Holding: No

Ceased/Former

- Holding -

Class: ORD **Number Held:** 100 **Beneficially Owned:** No **Fully Paid:** Yes 1EQC73398

- Members -

Name: VINCENZO FRANK TESORIERO
Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161
Joint Holding: No

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
562		18/11/2022	18/11/2022	3	7EBY53927
562	NOTICE OF LIQ EXT TIME SUBMIT RPT CO ACTIVITIES AND PROPERTY				
505		03/11/2022	03/11/2022	2	7EBY04957
505G	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF LIQUIDATOR BY THE COURT				
519		03/11/2022	09/11/2022	3	031633882
519D	NOTIFICATION OF MAKING OF WINDING UP ORDER				

- Charges -

[There are no charges held for this organisation.](#)

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.
At that time ASIC transferred all details of current charges to the PPS Registrar.
ASIC can only provide details of satisfied charges prior to that date.
Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.
InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

- * Documents already listed under Registered Charges are not repeated here.
- * Data from Documents with no Date Processed are not included in this Extract.
- * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- * In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
519	04/04/2022	11/04/2022	3	31/03/2022	031311415
519G	Notification of Application to Wind Up Company Under S.				
	459p, 462 or 464				
484	19/11/2020	19/11/2020	2	19/11/2020	7EBC41902
484E	Change to Company Details Appointment or Cessation of A				
	Company Officeholder				
484	19/11/2020	19/11/2020	2	19/11/2020	7EBC41883
484E	Change to Company Details Appointment or Cessation of A				
	Company Officeholder				

484 484E	14/10/2020	14/10/2020	2	14/10/2020	7EBB29862
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484N	14/10/2020	14/10/2020	2	14/10/2020	7EBB29819
	Change to Company Details Changes to (Members) Share Holdings				
484 484E	14/10/2020	14/10/2020	2	14/10/2020	7EBB29785
	Change to Company Details Appointment or Cessation of A Company Officeholder				
484 484N	06/10/2020	06/10/2020	2	06/10/2020	7EBB09585
	Change to Company Details Changes to (Members) Share Holdings				
201 201C	26/08/2020	26/08/2020	3	26/08/2020	1EQC73398
	Application For Registration as a Proprietary Company				

- Company Contact Addresses -

*** End of Document ***

TRUSTEE

64-66 BERKELEY ST HAWTHORN PTY LTD

64-66 BERKELEY ST HAWTHORN UNIT TRUST

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64-66 BERKELEY ST HAWTHORN UNIT TRUST

THIS DEED OF TRUST is made on 26 AUGUST 2020.

BETWEEN

The Party described in Item 2 of the Schedule to this Deed ("the Trustee") 64-66 BERKELEY ST HAWTHORN PTY LTD of the one part.

("the Trustee")

and

TESORIERO INVESTMENT GROUP PTY LTD in its capacity as trustee of the TESORIERO INVESTMENT TRUST

and

EROS MANAGEMENT PTY LTD in its capacity as trustee of the MAZ TRUST

("the initial Unitholders")

RECITALS

- A. TESORIERO INVESTMENT GROUP PTY LTD and EROS MANAGEMENT PTY LTD are collectively known as the initial Unitholders.
- B. The initial Unitholders as set out above and more particularly described in Item 1 of Schedule A have requested the Trustee to act, and the Trustee has agreed to that request, as Trustee of the Trust constituted by this Deed.
- C. The initial Unitholders have agreed to take up the number of units set out opposite their respective names in item 1 of Schedule A and have each paid or shall pay on execution of this Deed in respect of the units the amount per unit set out in Item 2 of Schedule A.
- D. This Trust shall be for the benefit of each and every Unitholder who shall at any time hold units in the Trust in proportion to the units held by them.
- E. The Trustee has agreed to hold the fund as defined in this Deed upon the trusts and with and subject to the power and provisions following.

OPERATIVE PARTS

PART 1 THE TRUST

1. The Trust, the Trustee, Declaration of Trust and the Unitholders

- 1.1 The name of this Trust shall be 64-66 Berkeley St Hawthorn Unit Trust.
- 1.2 The Unitholders may change from time to time and every Unitholder who shall hold units in this Trust shall be deemed to have executed this Deed.
- 1.3 The Unitholders agree to be bound by the provisions of this Deed and any amendment
- 1.4 The Trustee shall be 64-66 BERKELEY ST HAWTHORN PTY LTD the registered office of which is situated at LEVEL 5, 141 WALKER STREET, NORTH SYDNEY NSW 2060.
- 1.5 In consideration of the premises set out above the Trustee HEREBY DECLARES that it shall henceforth stand possessed of the fund and the income thereof for the Unitholders upon the trusts set out in this Deed and with and subject to the powers and provisions of this Deed.
- 1.6 The Trustee shall not be the agent of the Unitholders.
- 1.7 The Trust shall terminate on a date 80 years from the date of this Deed or otherwise as is provided for in this Deed.

2. **The Fund**

2.1 Each initial Unitholder shall pay

Tesoriero Investment Group Pty Ltd: 50
Eros Management Pty Ltd: 50

to become a Unitholder and that amount shall be paid into the trust fund ("the fund") and in addition the fund shall be made up of the following:

2.1.1 other amounts or sums accepted by the Trustee on further allotment of units;

2.1.2 all money investments income and property from time to time paid or transferred to and accepted by the Trustee as additions to the fund all accretions or accumulations of income empowered by this Deed and the moneys investments and property from time to time representing those moneys additions accretions and accumulations or any part thereof or into which the same may be converted;

2.1.3 the proceeds of realised sale of investments;

2.1.4 the proceeds of any borrowing by the Trustee.

2.2 The Trustee shall hold the fund on trust and manage the fund in accordance with the terms of this Deed for the Unitholders.

2.3 The Trustee shall distribute the net income and capital of the Trust to the Unitholders in accordance with the terms of this Deed..

2.4 The Unitholders are absolutely entitled to the net income of the fund in proportion to their holdings PROVIDED THAT, unless expressly stated, no unit confers any interest in any particular part of the fund to a Unitholder.

3. **Units**

3.1 The fund at the commencement of the Trust shall be divided into units of

TESORIERO INVESTMENT GROUP PTY LTD: 50
EROS MANAGEMENT PTY LTD: 50

each and for all future purposes the unit value shall equal the value of the fund divided by the number of units.

3.2 The Trustee shall have the power to issue units from the following classes of units which shall have the entitlements as described:

3.2.1 ORDINARY UNITS - give the holder an entitlement to net income, capital and to vote in proportion to the number of units held.

3.2.2 INCOME ONLY UNITS - give the holder an entitlement to net income in proportion to the number of units held, but give no entitlement to capital or to vote.

3.2.3 CAPITAL ONLY UNITS - give the holder an entitlement to capital in proportion to the number of units held, but give no entitlement to net income or to vote.

3.2.4 VOTING ONLY UNITS - give the holder an entitlement to vote in proportion to the number of units held, but give no entitlement to net income or capital.

3.2.5 NON VOTING UNITS - give the holder an entitlement to net income and capital in proportion to the number of units held, but give no entitlement to vote.

3.2.6 NON CAPITAL UNITS - give the holder an entitlement to net income and to vote in proportion to the number of units held, but give no entitlement to capital.

3.2.7 NON INCOME UNITS - give the holder an entitlement to capital and to vote in proportion to the number of units held, but give no entitlement to net income.

3.2.8 PREFERENCE UNITS - give the holder an entitlement to net income or capital is preferential and is limited to that specified in the Unit Certificate, but give no entitlement to vote.

PART 2 THE TRUSTEE

A: TRUSTEE'S DUTIES

4 Trustee's General Duties

The Trustee's general duties shall be to hold and manage the fund, the investments and any business carried on under the Trust properly and efficiently and the Trustee shall have the specific duties set out in clauses 5 to 11 of this Deed PROVIDED THAT in fulfilling its duties whether general or specific the Trustee shall not be subject to the provisions of the *Trustee Act* 1958 as amended or to any similar Act in the Commonwealth of Australia or in any of its other States or Territories.

5 Valuation of the Fund

The Trustee shall value the investments of the fund in each of the following circumstances:

5.1 when a simple majority of Unitholders requests the Trustee in writing to do so.

5.2 when a simple majority of Unitholders present at a meeting, including those present by proxy, resolve that the Trustee should do so.

The cost of such a valuation shall be paid out of the fund.

6 Accounting

The Trustee shall arrange for proper books of account to be kept for all receipts and expenditure of the Trust and for the details of all sales and purchases of the fund in such a manner that will enable the fund and any business being carried on by the Trust to be audited.

7 Deposits and Payments

The Trustee shall pay all money received by the Trust into a separate bank account, and shall pay all outgoings of the Trust. The Trustee shall also set up necessary reserves for future and contingent liabilities.

8 Insurance

The Trustee shall adequately insure all properties in the fund and their contents and shall contribute to all applicable insurance and other schemes for the benefit of employees.

9 Investments

The Trustee shall choose how to invest the fund and then invest it. Any investments held by the Trustee at any time may be retained for the purpose of the Trust and its management, improvement and development. The Trustee shall have the power to invest the fund in any manner which may be available to an individual without restriction.

10 Licences and Permits

The Trustee shall apply for, renew, transfer, or assign any licence or permit required under any legislation governing any business in which the Trustee is engaged. A licence or permit may be in the name of the Trustee or any other person.

11 Profit and Loss Accounts

As soon as practicable after 30 June in each year (or any other accounting date set by the Trustee), the Trustee shall prepare a profit and loss account showing a calculation of the income of the fund to that date together with a balance sheet for the same period.

B: TRUSTEE'S POWERS

12 Trustee's General Powers

12.1 The Trustee shall have the maximum powers authorities and discretions to administer the fund including but not limited to the power to invest and change investments freely as if the Trustee were beneficially entitled to those investments. In the exercise of its powers, the Trustee shall not be subject to the provisions of the *Trustee Act* 1958 as amended or to any similar Act in the Commonwealth of Australia or in any of its other States or Territories.

12.2 In addition to the powers and discretions of the Trustee expressed in sub clause 12.1, the Trustee shall have the specific powers set out in clauses 13 to 21 and the power to compulsorily buy units as set out in clause 44.

13 Distribution of Net Income to Unitholders - Income Distribution Account

13.1 The Trustee shall have the power to accumulate income after preparing the accounts referred to in clause 11 and any such accumulation shall form part of the fund.

13.2 Subject to sub clause 13.1, immediately after preparing the accounts referred to in clause 11, the Trustee shall transfer to an Income Distribution Account all net income, including any category of net income or capital deemed to be net income for any purpose, of the fund less any amount transferred to the Capital Reserve Account under clause 14, until it is distributed to the Unitholders.

- 13.3 As soon as is practicable, and subject to clause 70 and any Unitholder's preferential entitlement to net income, the Trustee shall distribute the amount in the Income Distribution Account to Unitholders who are entitled to net income in proportion to the units held by them which gives the entitlement to receive net income.
- 13.4 Any income which is net income for the purposes of the *Income Tax Assessment Act 1936* ("the 1936 Act") or the *Income Tax Assessment Act 1997* ("the 1997 Act") shall be net income for the purposes of the Trust, unless the Trustee decides otherwise.
- 13.5 The Trustee shall not change the definition of net income for the purposes of the Trust without the unanimous consent of the Unitholders holding income only, capital only, non capital, non income, discretionary income and discretionary capital units.

14 Capital Reserve Account

The Trustee may establish a Capital Reserve Account if a simple majority of Unitholders pass a resolution agreeing to do so before the end of the financial year. The Trustee may set aside from the income of the fund any amount that the Trustee in its absolute discretion thinks fit for the Capital Reserve Account. The funds in the Capital Reserve Account shall be held as capital.

15 Distributing Capital to Unitholders

- 15.1 The Trustee, in accordance with this clause may distribute to Unitholders any amount, including any category of capital (or net income deemed to be capital for any purpose), which is in the Capital Reserve Account.
- 15.2 If a 75 % majority of Unitholders resolve, and subject to clause 70, any Unitholder's preferential entitlement to capital and/or any restrictions described in Item 3 of Schedule A;
- 15.3 A distribution of capital pursuant to this clause shall be made to Unitholders who are entitled to capital in proportion to their holding of units which give the entitlement to receive capital, at the date of the resolution.
- 15.4 The Trustee shall when making a distribution to a Unitholder pursuant to this clause first apply the distribution to any amount unpaid on the Unitholder's units.

16 Trustee May Categorise Net Income and Capital

- 16.1 The Trustee may identify and separately record and maintain in the books of accounts and records of the fund, income or capital having or in respect of which there is attached individual, separate or unique characteristics or sources as the Trustee by resolution shall determine.
- 16.2 Without limiting the generality of sub clause 16.1, the Trustee may in the books of account and records of the fund separately record each of the following categories of income or capital received:
 - 16.2.1 dividends from a company:
 - (a) which are fully franked;
 - (b) which are partially franked;
 - (c) which are unfranked;
 - (d) which include an amount which has been imputed to be or to form part of a dividend;
 - (e) to which a foreign tax credit attaches; or
 - (f) to which any other separately identifiable taxation or other consequence or benefit is attached or arises.
 - 16.2.2 income, or any capital gain or return of capital whether or not taxable as income:
 - (a) which as an Australian source;
 - (b) which has an ex-Australian source;
 - (c) to which a foreign tax or other credit attaches;
 - (d) which is or includes a tax rebate or credit which has been paid or received by the Trustee;
 - (e) includes an amount imputed to be income;
 - (f) which is exempt or otherwise liable not to be taxed; or
 - (g) which has or gives rise to any other separately identifiable taxation or other consequence or benefit.
- 16.3 To the extent that expenses or outgoings of the fund are attributable to a particular category they may, at the discretion of the Trustee, be allocated against and deducted from the net income or capital of the category.
- 16.4 Net income or capital of the Trust fund to which a Unitholder becomes entitled pursuant to clauses 13 or 15 as the case may be, and which can be identified from the books and records of the fund as being of a category shall retain its separate identity when it passes to or is received by the Unitholder or when the Unitholder otherwise becomes entitled to it.
- 16.5 "*category*" in relation to the net income or the capital of the fund or any allocated fund means that part or those parts of the net income or capital which the Trustee has separately identified, categorised and recorded in the books of account of the fund so that it may be separately distributed or dealt with as provided in clauses 13 or 15.

17 Trustee to Provide Distribution Statement

When all or any part of the fund is distributed to Unitholders the Trustee shall provide a statement to the Unitholders receiving a distribution showing the amount of distribution to each Unitholder and the balance of the fund remaining undistributed.

18 Amending the Trust Deed

The Trustee may only amend or vary this Deed if a 75 % majority of Unitholders pass a resolution agreeing to the amendment or variation. The amendment or variation shall be by Deed executed by the Trustee with the signatures of consenting Unitholders and shall be annexed to and form part of this Deed. An amendment to this Deed must not adversely affect any vested entitlement of a Unitholder or remove or limit the operation of clause 70.

19 Appointment of Auditor

The Trustee may appoint an auditor of the fund if a 75 % majority of unit holders agree in writing that an auditor shall be appointed. The auditor shall hold office:

19.1 until he or she retires by written notice to the Trustee; or

19.2 until he or she is requested to retire by the Trustee or a 75 % majority of Unitholders.

The Trustee shall give the auditor written notice of a request to retire and shall immediately appoint another auditor unless a 75 % majority of Unitholders agree in writing or resolve that an auditor need not be appointed.

20 To value the Fund

Wherever it is necessary to value the fund, the valuation shall be made by an independent accountant appointed by the Trustee and approved by a simple majority of Unitholders. If the Unitholders do not approve an accountant, the accountant shall be appointed by the President of the Institute of Chartered Accountants in Victoria.

21 Trustee's Specific Powers

The Trustee shall have the following specific powers in addition to those powers in clauses 12 to 20:

21.1 to exercise any of the Trustee's powers and discretions even if the Trustee has a conflict of interest and even if the Trustee is a company and any director or shareholder of the Trustee has any interest in the exercise of the Trustee's powers or discretions or may benefit in any way from their exercise;

21.2 to commence acquire and carry on any business or investment activity anywhere in the world which the Trustee may decide can be conveniently carried on or which is desirable in the interest of the fund or the Unitholders and in doing so the Trustee shall have all of the powers vested in a company by virtue of the *Corporations Act 2001*;

21.3 to execute and prosecute legal proceedings of any kind and in any Court and to enforce any contract or other arrangement entered into or to recover damages for breach of any such contract or other arrangement;

21.4 to make or purchase any such investment for a sum greater than the amount of the fund for the time being and to pay for any such investments wholly or in part from any future moneys which may come into its hands, including dividends, profits, interest or other income paid or payable in respect of any such investments;

21.5 to raise or concur in raising with or without security any money for any purpose in relation to the execution of the trusts or powers conferred on the Trustee by mortgaging or charging with or without a power of sale all or any part of the fund and no lender shall be concerned to enquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed;

21.6 to employ or otherwise contract with any person, including the Trustee or a Unitholder, in connection with any business referred to in the above sub clauses carried on by the Trustee or anything required to be done pursuant to the provisions of this Deed including the power to receive and pay money, decide the remuneration to be allowed and paid and to decide the amount of all charges and expenses;

21.7 to create or arrange or participate in any scheme of or fund for superannuation retirement benefits or pensions for the benefit of any person employed by virtue of the above sub clauses and to make contributions to any scheme or fund for the benefit of such employees;

21.8 to give any guarantee or indemnity for the payment of money or the performance of any contractual obligation or undertaking and become surety or security for any persons, trustees, companies or entities, and without exception either alone or in association or jointly and severally or jointly or severally with any persons, trustees, companies or entities and for the purpose of securing the payment of any money or the performance of any contractual obligation or undertaking for which the Trustee has become or may become liable under and by virtue of any guarantee indemnity or other contract pursuant to this clause, to mortgage or provide a lien or fixed or floating charge or to otherwise charge the whole or any part of the fund (in the present or the future) and the rights of the mortgagee or chargee shall take priority in all respects over the rights of the Unitholders and all other persons whatsoever and no lender shall be concerned to enquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed;

21.9 to advance and lend moneys to and to borrow raise moneys from and to secure by mortgage bill of sale lien or charge fixed or floating legal or equitable or otherwise howsoever the payment or repayment of any money or advances to themselves or to any persons (including themselves) and whether severally or jointly and severally with any person and upon such terms with or without security or interest as the Trustee shall deem fit and the Trustee is hereby expressly empowered to join with any other person in executing any mortgage or other document for the purpose of securing the payment of money to or the assumption of any liability (whether actual or contingent) to pay

money to any other person and if the Trustee is a corporation to give and to execute a registerable floating charge or a charge over personal property over the assets of the corporation and the assets of the Trust Fund held by it as Trustee and to give and execute any other charge or security charge registerable under any Act for the time being in force and the Trustee may borrow or raise moneys to be used in deriving income or gain in augmentation of the fund notwithstanding that the fund may already be wholly invested or applied or that the moneys to be borrowed or raised may exceed the sum or value of the fund and no lender shall be concerned to inquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed notwithstanding that the asset secured or purchased may not be income producing or of a wasting or speculative nature;

- 21.10 to delegate in writing the exercise of all or any of the powers or authorities hereby conferred on the Trustee and to execute any powers of attorney or other instruments necessary to effect such a delegation;
- 21.11 to permit any asset of the fund to be held or registered in the name of any nominee of the Trustee and to deposit securities to the deeds and other documents belonging or related to the fund with any bank or solicitor;
- 21.12 in the event of any probate succession estate or other duties fees or taxes becoming payable in any part of the world in respect of the fund or any part thereof on the death of any unitholder or any other person at the Trustee's discretion absolutely to pay all or any part of such duties fees and taxes out of the fund notwithstanding that such duties fees or taxes or some part thereof are not or may not be recoverable from the Trustee or from the fund by legal process in the place where the same become payable;
- 21.13 to open and operate accounts with any bank anywhere in the world, to draw, make, accept, endorse, discount, execute, issue, present, sign (whether as Drawer, Acceptor or Endorser) or otherwise deal with any promissory notes, bills of exchange, bills of lading, cheque or other negotiable or transferable instruments;
- 21.14 to give effectual receipts and discharges for any monies received by or on behalf of the Trustee or otherwise relating to any of the acts, matters and things provided for in this Deed;
- 21.15 notwithstanding any power contained in this Deed, the Trustee shall have power and authority to enter into and perform:
 - 21.15.1 any transaction involving, or in connection with, an exchange of streams of payment between counterparties whether directly or indirectly;
 - 2 1.15.2 any transaction involving, or in connection with, trading commodities, securities or currency at a fixed price for delivery or settlement, whether immediately or at a future date;
 - 21.15.3 any transaction for managing, lessening, hedging or protecting against movements in currency exchange, interest or discount rates or against costs of borrowing, lending or obtaining financial accommodation;
 - and without limiting the generality of the foregoing, the power conferred on the Trustee as aforesaid shall include power for any purpose to enter into and perform any interest rate swap or exchange transaction, currency swap or exchange transaction, rate cap, rate floor, rate collar, option contract relating to swaps, future contract, currency option and forward rate agreement or any interest and or currency protection transaction or any combination of such transactions, contracts or agreements or any other transactions, financial arrangements or contracts of a kind or class similar to the transactions herein referred to;
- 21.16 to do all such other things as may be incidental to the exercise of the powers and authorities conferred on the Trustee by this Deed and to exercise any of the above powers both jointly with any other person and in conjunction with any other powers, authorities or discretions; and
- 21.17 to carry out all and any of the foregoing powers by and through an agent and to appoint and authorise an agent to carry out all or any of these powers.

C: PAYMENT OF THE TRUSTEE AND THE TRUSTEE'S LIABILITY

22 Trustee's Fee

The Trustee shall be entitled to be paid a reasonable fee for each year of service. The fee shall be set each year by resolution of a 75 % majority of Unitholders. If no fee shall be set in a year the fee for the previous year shall be paid to the Trustee.

23 Liability and Indemnity of the Trustee

The Trustee shall not be liable for any loss caused by the exercise of any power unless the loss is caused by the Trustee's dishonesty (or in the case of a Trustee which is a corporation, the dishonesty of any director of that corporation) or the wilful commission or omission of an act known by the Trustee (or in the case of a Trustee which is a corporation, the wilful commission or omission of any director of that corporation) to be a breach of trust. Should the Trustee act in good faith in exercising any power under this Deed the Trustee shall be entitled to be indemnified out of the fund for any liability which is so incurred. Such indemnity shall be limited to the assets of the fund. The Unitholders shall not be liable to repay to the Trustee any money properly paid to them by the Trustee, nor to indemnify the Trustee for any loss or liability.

D: REMOVAL AND RETIREMENT OF TRUSTEE AND APPOINTMENT OF ADDITIONAL TRUSTEE

- 24 Retirement, and Appointment, of Trustee**
The Trustee may retire after giving three months' written notice if a 75 % majority of Unitholders so resolves. The identity and appointment of any new Trustee shall be determined by a 75 % majority of Unitholders.
- 25 Removal of Trustee**
- 25.1 If the Trustee goes into liquidation, or ceases to carry on business, or a receiver or administrator is appointed, the Trustee is deemed to have retired and the Unitholders may appoint a new trustee.
- 25.2 In any other case, the Unitholders may by resolution remove the Trustee and appoint a new trustee after giving notice to the Trustee.
- 25.3 Subject to any restrictions in Item 4 of Schedule A, any resolution to remove or to appoint a Trustee under this clause must be passed by a 75 % majority of Unitholders.
- 26 Additional Trustee**
The Unitholders may by resolution appoint an additional trustee after giving notice to the Trustee. Subject to any restrictions in Item 5 in Schedule A such a resolution shall be passed by a 75 % majority of Unitholders.
- 27 Restrictions on Retirement, Removal and Additional Trustee if Trustee holds Liquor Licence**
If the Trustee holds a licence under the *Estate Agents Act 1980*, the *Liquor Control Reform Act* or any similar Act in the Commonwealth of Australia or in any of its States or Territories, the Trustee may not retire or be removed, nor may an additional Trustee be appointed, until the new Trustee has been approved by the Business Licensing Authority or any similar authority in the Commonwealth of Australia or of any of its States or Territories. This clause takes precedence over the other clauses in this Chapter.

PART 3 UNITS

A: GENERAL RULES ABOUT UNITS

28 Application for Units

An application for units must be to the same effect as the form set out in Schedule 1 and must be sent to the Trustee. The application shall specify the class of and number of units applied for and any other terms relating to the units applied for.

29 Certificate for Units

- 29.1 The Trustee shall issue each Unitholder with a certificate setting out the class of and number of units that he, she or it owns and any other terms relating to the units. The certificate shall be to the same effect as the form set out in Schedule 2 to this Deed.
- 29.2 If any certificate is worn out or defaced, the Trustee may cancel it and issue a replacement certificate. If any certificate is lost or destroyed, the Unitholder may apply to the Trustee for a duplicate certificate. The Unitholder must give the Trustee a statutory declaration that the certificate has been lost or destroyed and has not been pledged, transferred, mortgaged or sold. The Trustee shall then issue a duplicate certificate.

30 Limit on Number of Units

The Trustee shall decide when sufficient units have been accepted. The Trustee shall then inform the Unitholders. After that date, no further units may be created except in the manner set out in this Deed.

31 Units may not be offered to the Public

No unit may be offered to the public. Any transaction resulting from an offer to the public shall be void.

32 Buying Back Units and Cancelling Them - to Reduce the Value of the Fund

If a 75 % majority of Unitholders resolves that the value of the fund is to be reduced, the Trustee may buy back units of any kind in accordance with the following procedure:

- 32.1 The Trustee may obtain a valuation of the fund from the auditor of the fund or the accountant appointed under clause 20. The person valuing the fund must also fix the price at which the units are to be bought back. The costs of the valuation must be paid out of the fund.
- 32.2 At least 14 days prior to buying back the units, the Trustee shall give notice to the Unitholders of the fact that the units are to be bought back and then cancelled. The notice must set out the price for each unit to be bought back and the manner in which the Trustee will pay for them.
- 32.3 The Unitholder shall deliver the relevant unit certificates to the Trustee and the Trustee shall pay for the units in cash or in assets from the fund.
- 32.4 The Trustee shall cancel any units bought under this clause from the date the Trustee bought them and may not re-issue them. The Trustee must cancel the certificate and, if necessary, issue a certificate for the balance of the units.

B: ADDITIONAL SUMS AND UNITS

33 Raising Additional Sums and Issuing New Units

- 33.1 If a 75 % majority of Unitholders resolve, the Trustee may raise additional sums by issuing more units provided the entitlements of any Unitholders described in clause 70 are not adversely affected or diminished.
- 33.2 Before more units are issued, the auditor of the fund or the accountant appointed under clause 20, whichever the case may be, shall value the fund, less the additional sums referred to in the preceding sub clause, and calculate the value of each existing unit ("the unit price").
- 33.3 The number of the new units to be issued must equal the total sale price of the units to be issued divided by the unit price, and the number of units is to be adjusted to the nearest whole number.

34 Procedure for Offering Additional Units for Subscription

If the Trustee issues more units pursuant to the preceding clause, the Trustee shall follow the following procedure:

- 34.1 The Trustee shall first offer the additional units to the Unitholders in proportion to the number and in accordance with the classes of units then held by them unless a 75 % majority of Unitholders decides otherwise.
- 34.2 The offer must be in writing and set out the number of units, the unit price, and the time within which the offer must be accepted - which cannot be less than thirty (30) days. The offer must also state that the Unitholders may accept less than the full number of units.
- 34.3 Units which are not accepted pursuant to sub clause 34.2 shall then be offered in the same manner to the Unitholders who accepted the offer, in proportion to the number and in accordance with the classes of units then held by them, until the Trustee is satisfied that no Unitholder will accept further units. Subject to clause 31, the Trustee may then dispose of the balance of the additional units at the unit price in whichever way the Trustee thinks fit.
- 34.4 If a 75 % majority of Unitholders resolve that the Trustee use a different procedure, the Trustee shall use that procedure.

35 Additional Units where Value of the Units Exceeds \$1.00

If the value of a unit is more than \$1.00 the Trustee may create further units to reduce the value of each unit. These units shall be allocated to the existing Unitholders without charge in proportion to their unitholding. The value may be reduced to any amount, even to a value of less than \$1.00 per unit.

36 Reclassifying Units

If a 75 % majority of Unitholders resolve, then subject to clause 70 and the Trustee obtaining the consent of each Unitholder holding units that are to be reclassified, the Trustee may re-classify any units which have already been issued.

C: TRANSFER OF UNITS

37 Transfer of Units

Units shall be transferred in the manner set out in this Deed and any transfer that breaches the provisions of this Deed shall be void and registration of such a transfer shall not operate so as to validate the void transfer.

38 Consent of Unitholders Required

A Unitholder may only transfer units after giving written notice to the Trustee ("transfer notice") and obtaining the written consent of a 75 % majority of Unitholders.

39 Trustee's Duties after Receiving Transfer Notice

Subject to clause 40, the Unitholder selling the units shall prepare a transfer notice and send it to the Trustee. As soon as practicable after receiving a transfer notice:

- 39.1 The Trustee shall offer the units to the other Unitholders in proportion to the number and in accordance with the classes of units held by them. Each offer must be made in writing and must set out:
 - 39.1.1 the number and price of the units; and
 - 39.1.2 the time within which the offer must be accepted - which must not be less than 7 days or more than 28 days from the date of the offer.

- 39.2 The Trustee shall give notice of the result of the offer to all Unitholders. The Trustee's notice must set out each of the following:
- 39.2.1 the names of the buying Unitholders;
 - 39.2.2 the number of units bought by each Unitholder; and
 - 39.2.3 the place and time for settlement - the time must not be more than 30 days after the date of the notice.
- 39.3 The Unitholder selling units shall transfer the units which have been bought as soon as practicable after payment has been made to the transferring Unitholder. If any units or surplus of units remain unsold then, subject to clause 31, the Unitholder may dispose of the units as he or she thinks fit at a price not less than the unit price.
- 39.4 The Trustee shall have a discretion to stipulate a period of time within which the Unitholder shall transfer the units.

40 Transfer of Initial Unitholder's Units

- 40.1 This clause shall take precedence over any other provisions in this Deed which may be to the contrary.
- 40.2 The Trustee shall not register the transfer of any units from an initial Unitholder other than by transfer to the remaining initial Unitholder(s), if any, whether by sale inter vivos or by transfer by way of sale or otherwise by the legal personal representative of a deceased initial Unitholder.
- 40.3 The Trustee shall not be bound by the preceding subclause if the remaining initial Unitholder(s), if any, choose not to purchase or otherwise take a transfer from the initial Unitholder who wishes to sell her units or from her legal personal representative.
- 40.4 The initial Unitholders by executing this Deed acknowledge that they are bound to act pursuant to this clause and that this Deed shall bind their executors, administrators and legal personal representatives in relation to the transfer of their units.
- 40.5 The unit price for sale of units in accordance with this clause shall be governed by clause 46.
- 40.6 In all other respects the sale of units by the initial Unitholders shall be governed by the provisions of this Deed.

41 Form of Transfer

A Unitholder may only transfer units by completing and signing a form to the effect of the form in Schedule 3, or any other form approved by the Trustee. After completing the procedure set out in clause 39 the form must be signed by the transferee. The transferor shall be the holder of the units until payment has been made by the transferee. The form (which must be stamped if required, with stamp duty to be paid by the transferee, unless the transferor and the transferee agree otherwise) and the relevant unit certificates must be delivered to and left with the Trustee.

42 Transfer not Completed

If a Unitholder sells units but fails to transfer the units to the purchaser the Trustee may receive and hold the purchase money on trust for the Unitholder and register the name of the purchaser as a Unitholder if requested to do so by the purchaser.

- 43 Unitholders Selling Units Back to the Trustee**
- 43.1 The Trustee may buy back units if:
- 43.1.1 A Unitholder requests the Trustee to buy back any of his, her or its units by giving the Trustee a request in writing together with the relevant Certificates; and
- 43.1.2 If a consenting resolution to that effect is passed by a 75 % majority of Unitholders.
- 43.2 In buying back the units the Trustee shall use the following procedure:
- 43.2.1 Before buying back the units the Trustee shall offer the units to all Unitholders in proportion to the number and in accordance with the classes of units held by them at the unit price.
- 43.2.2 After the Trustee has offered the units to all Unitholders in accordance with the preceding paragraph, Unitholders who have already bought units may buy any remaining units.
- 43.2.3 If any units remain, the Trustee shall buy back those units at the unit price. As soon as is practicable, the Trustee shall cancel the remaining units referred to in this paragraph and make an entry in the register.
- 44 Trustee's Power to Compulsorily Buy Back Units**
- The Trustee may compulsorily buy back the units of a Unitholder if any of the following happens:
- 44.1 a receiver, manager, official manager or administrator is appointed in relation to the Unitholder;
- 44.2 a provisional or official liquidator is appointed under the *Corporations Act* 2001 in relation to the Unitholder;
- 44.3 the Unitholder becomes bankrupt, or assigns his or her interest for the benefit of the creditors, becomes a represented person within the meaning of the *Guardianship and Administration Act* 1987, or becomes an involuntary patient under the *Mental Health Act* 1986; or
- 44.4 any Unitholder which is a company permits shareholders who are also Unitholders to dispose of their shareholding or permits any change in the shareholding which alters the effective control of the company without a unanimous resolution of the other Unitholders.
- 44.5 the Unitholder dies.
- 45 Procedure for Compulsory Buy Back**
- 45.1 In order to buy units back compulsorily the Trustee must do each of the following:
- 45.1.1 obtain a consenting resolution to that effect passed by a 75 % majority of Unitholders;
- 45.1.2 give notice to the Unitholder or to his or her legal personal representative; and
- 45.1.3 pay the Unitholder or legal personal representative the unit price for each unit calculated by the auditor or accountant appointed under clause 20.
- 45.2 A compulsory buy back by the Trustee is effective even if the certificates are not surrendered by the Unitholder or his or her legal personal representative.
- 45.3 After such a buy back the Trustee shall remove the name of the Unitholder from the register.
- 46 Price of Units**
- For the purposes of this Chapter, a reference to "*unit price*" means:
- 46.1 the unit price agreed between the Unitholders or the Unitholders and the Trustee as the case may be; or
- 46.2 if the Unitholders, or the Unitholders and the Trustee, are unable to agree upon the unit price then clause 20 shall apply to establish the value of the fund and thereby the unit price. The costs of such valuation shall be paid out of the fund.
- PART 4 UNITHOLDERS**
- A: GENERAL RULES ABOUT UNITHOLDERS**
- 47 Limitation of Liability of Unitholders**
- A Unitholder shall only be liable to contribute to the fund to the extent of the unpaid part of the price of the units he, she or it holds.
- 48 Questioning Trustee's Exercise of Power or Discretion**
- Subject to this Deed, a Unitholder shall not be entitled to interfere with or question the Trustee's exercise of any power or discretion.
- 49 Register of Unitholders**
- 49.1 The Trustee shall maintain an up-to-date register of Unitholders. The register shall contain the following information:
- 49.1.1 names and current addresses of Unitholders;
- 49.1.2 the number and class of their units;
- 49.1.3 the relevant certificate numbers or letters.
- 49.2 A Unitholder shall notify the trustee of any change to his, her or its address.
- 49.3 Subject to clause 52, no notice of any trust may be entered in the register
- 50 Death of a Unitholder**
- 50.1 In the event of the death of a Unitholder:

- 50.1.1 If the deceased Unitholder was a joint Unitholder, the survivor shall be the only person who has any title or interest in the units;
- 50.1.2 If the deceased Unitholder was not a joint Unitholder, the legal personal representative of a deceased Unitholder shall be the only person who shall have any title to the units.

50.2 The Trustee shall register a person as a Unitholder if that person proves to be satisfaction of the Trustee that that person is the surviving joint Unitholder or the legal personal representative of a deceased Unitholder who was not a joint Unitholder and provides a certified copy of the will of the deceased Unitholder, a certified copy of the Probate parchment and the certificate for the units.

51. Registration as a Unitholder After Bankruptcy

The Trustee may register a person as a Unitholder if one of the following conditions are met:

- 51.1 that person proves to the satisfaction of the Trustee that he or she is entitled to any units because of the bankruptcy of a Unitholder; or
- 51.2 that person is the trustee in bankruptcy of the bankrupt estate of the Unitholder and makes a declaration to the effect of the form in Schedule 5.

52. No Need to take Notice of Equities

The Trustee need not take notice of any trust or equity affecting any unit or certificate except where ordered to by a court.

53. Receipts

The receipt of a Unitholder (including the executor or administrator of a deceased Unitholder being a natural person) for any money due or any property transferred to a Unitholder shall be a good discharge to the Trustee.

B: MEETINGS OF UNITHOLDERS

54 Calling Meetings

- 54.1 The Trustee may call a meeting at any time or if a simple majority of Unitholders request a meeting the Trustee shall call a meeting as soon as is practicable after receiving such request.
- 54.2 The Trustee shall deliver a notice setting out the general nature of the business of any meeting to each Unitholder entitled to attend the meeting at least 7 days prior to the meeting unless all of the Unitholders who are entitled to vote waive this requirement.

55 Quorum

The quorum for a meeting is not less than two Unitholders, including proxies, holding between them 75 % of the units which give an entitlement to vote. If all the units are held by one Unitholder, the quorum is that person or his or her proxy.

56 Appointing the Chair

- 56.1 At a meeting called by the Trustee, the Trustee may nominate a Unitholder or proxy as Chair.
- 56.2 At a meeting called at the request of the Unitholders, the meeting may nominate a Unitholder or proxy as Chair.

57 Definition of Majorities

Where this Deed specifies that something shall be done if a simple majority of Unitholders or a specified percentage majority of Unitholders agree or pass a resolution to that effect, that refers to that majority or specified percentage of units that Unitholders hold which give an entitlement to vote.

58 Voting

In a meeting:

- 58.1 A Unitholder who is entitled to vote may vote either in person or by proxy.
- 58.2 Where the votes are equal, the Chair is not entitled to a second or casting vote in addition to the vote he, she or it has as a Unitholder or proxy.
- 58.3 A Unitholder under the age of 18 years may only vote by a parent or guardian. The Trustee may require proof of the appointment, or relationship, before that person can vote.

59 Proxies

Subject to the following, a Unitholder may appoint a proxy:

- 59.1 The Unitholder or any Attorney must sign the document appointing a proxy. If it is signed by an Attorney, a certified copy of the power of attorney shall be attached.
- 59.2 The document appointing a proxy and (where relevant) the authority under which it is signed shall be given to the Trustee before the meeting opens otherwise the proxy is not entitled to vote.
- 59.3 A proxy need not be a Unitholder.

60 Polls

60.1 At any meeting a question may be decided by a show of hands provided that a poll shall be taken in either of the following circumstances:

- 60.1.1 when the question must be decided by a specified majority of the votes of the Unitholders present and voting, including proxies; or

- 60.1.2 when a poll is demanded by a Unitholder before, or immediately after, any question is put to a show of hands.
- 60.2 In a poll, every Unitholder, including a proxy, shall have a vote for each unit held which entitles that Unitholder to vote. Joint Unitholders shall be entitled to only one vote for each unit held which entitles the joint Unitholders to vote, the Unitholder named first on the register shall be entitled to cast it.

61 Adjournments

With the consent of the meeting, the Chair, may adjourn the meeting to a place and time he or she chooses. The Chair shall adjourn a meeting where there is no longer a quorum.

62 Minutes

The Trustee shall arrange for minutes to be kept of the proceedings of all meetings. The Trustee shall send copies of the minutes to all Unitholders within 21 days after a meeting. Minutes signed by the Chair are conclusive evidence of the business carried out unless there is evidence to the contrary.

PART 5 TERMINATION OF THE TRUST

63 Unitholders can Require that the Trustee End the Trust

The Trustee shall terminate the Trust if a 75 % majority of Unitholders are present at a meeting -including those present by proxy, and that majority resolves that the Trustee shall do so.

64 Procedure When the Trust is Ended

When the Trust is to terminate, whether after 80 years or pursuant to clause 63 of this Deed, the Trustee shall do each of the following things:

- 64.1 convert the investments of the fund into money;
- 64.2 give each Unitholder notice that the Trust is to terminate and of the proposed distribution; and
- 64.3 distribute the fund, less all costs, charges and expenses, to the Unitholders entitled to capital in proportion to the units held by them or:
- 64.4 if there are no Unitholders hold for such charitable purposes as the Trustee in its absolute discretion shall determine.
- PROVIDED THAT:
- 64.5 The Trustee may postpone converting the investments into money if the Trustee believes that it is in the interests of the Unitholders and the Trustee will not be responsible for any loss attributable to a postponement; and
- 64.6 the Trustee may retain part of the fund to meet outgoings or liabilities, whether actual or contingent and once payment has been made of those outgoings or liabilities, any surplus funds shall be distributed to the Unitholders entitled to capital in proportion to the units held by them.

65 Trustee to Give Final Distribution Statement

When the whole of the fund is distributed to Unitholders under this part, the Trustee shall give a statement to Unitholders who have received a distribution in accordance with this Part.

PART 6 MISCELLANEOUS

66 Notices

- 66.1 A notice that shall be given under this Deed shall be in writing and given by delivering it personally, sent by facsimile or by post in a prepaid envelope addressed:
- 66.1.1 if to the Unitholder, to his, her or its address in the register; or if to the Trustee, to the address last notified.
- 66.2 If the notice is sent by post, it shall be regarded as having been received on the second day after the posting.
- 66.3. Notices sent by facsimile after 5.00 pm will be taken to have been received at 9.00 am on the next business day at the place where it is received.
- 66.4 It shall be sufficient to serve a notice or document on any one of several joint Unitholders.

67 Applicable Law

This deed is governed by the laws of Victoria

68 Relationship of Trustee and Unitholders

Nothing in this Deed shall constitute or shall be deemed to constitute or give rise to:

68.1 the relationship of principal and agent between the Trustee and the Unitholders;

68.2 the relationship of partners as between:

68.2.1 the Trustee and the Unitholders;

68.2.2 the Unitholders inter Se;

69 Limitation of Liability of Unitholders

69.1 Notwithstanding any other provision of this Deed or provision deemed to be included in this Deed or any rule of law to the contrary, no Unitholder shall be under any obligation personally to indemnify the Trustee or any creditor of the Trustee in the event that there is any deficiency of assets of the fund as compared with the liabilities of the Trustee.

69.2 The only rights, if any, of indemnity of the Trustee or of such creditor shall be limited to recourse to the assets of the fund.

69.3 A Unitholder shall only be liable to the Trustee acting as Trustee of the Trust to the extent to which the consideration (if any) payable by the Unitholder to the Trustee for the issue of units to the Unitholder may be unpaid and outstanding.

69.4 The Trustee expressly waives, releases, forfeits and abandons all rights and remedies which it otherwise might have at law or in equity to recover monies from a Unitholder by reason of any rights of indemnity or subrogation notwithstanding that any such right may not be able to be satisfied or discharged in whole or in part out of the fund.

70 Special Provision where Certain Trustees hold Units

70.1 Notwithstanding any other provision of this Deed, where the Trustee shall be empowered to exercise a discretion, (whether by any resolution of a majority of Unitholders, any provision of an agreement between Unitholders or by virtue of any units issued or otherwise) where a Unitholder is holding units:

70.1.1 in his, her or its capacity as the trustee for a superannuation fund; or

70.1.2 for the purpose of generating "excepted income" or "excepted Trust income" within the meaning of sections 1O2AE or 1O2AG of the 1936 Act the distribution of Trust net income or capital to the Unitholder shall be the amount the Unitholder would have received if there were no distributions made to Unitholders by virtue of the exercise of the Trustee's discretion.

70.2 A person subscribing for units, in their application for units, may elect for the preceding sub clause to not apply in respect of those units.

71. Mediation

Notwithstanding any other provision of this Deed, in the event of any dispute between the Trustee and the Unitholders arising in connection with:

71.1 Ownership and management of any land owned managed or utilised by or on behalf of the Trustee.

71.2 Ownership and management of any business or investment conducted or held by or on behalf of the Trustee.

71.3 Administration of the Trust.

("the dispute") which cannot be settled by negotiation between the parties or their representatives any party may refer the dispute to mediation by a mediator agreed upon by the parties or failing such agreement the Trustee shall request the President of the Law Institute Victoria or his or her nominee to appoint a mediator for the parties. The Trustee shall then arrange a time and place with the mediator for mediation to take place between the parties. During such mediation each party may be represented by a legal practitioner.

Execution

Executed as a deed.

Dated: _____

Executed by
64-66 BERKELEY ST HAWTHORN PTY LTD
ACN 643838662 in its capacity as trustee, in
accordance with section 127(1) of the
Corporations Act 2001
(Cwth):

BASILE PAPADIMITRIOU, Sole director and
sole company secretary

Executed by
TESORIERO INVESTMENT GROUP PTY
LTD ACN 161088115 in its capacity as initial
unit holder, in accordance with section
127(1) of the Corporations Act 2001 (Cwth):

VINCENZO FRANK TESORIERO, Sole
director and sole company secretary

Executed by
EROS MANAGEMENT PTY LTD ACN
622298346 in its capacity as initial unit holder,
in accordance with section 127(1) of the
Corporations Act 2001 (Cwth):

BASILE PAPADIMITRIOU, Sole
director and sole company secretary

SCHEDULE A

Item 1 Initial Unitholders

TESORIERO INVESTMENT GROUP PTY LTD in its capacity as trustee of the TESORIERO INVESTMENT TRUST (50 units).

and

EROS MANAGEMENT PTY LTD in its capacity as trustee of the MAZ TRUST (50 units).

Item 2 Initial Unit Capital -

100 ordinary units of \$1.00 each (income, capital and voting rights);
discretionary capital units of \$1.00 each;
discretionary income units of \$1.00 each;
preference units of \$1.00 each;
income units of \$1.00 each;
capital units of \$1.00 each;
voting units of \$1.00 each;
non-voting units of \$1.00 each;
non-capital units of \$1.00 each;
non-income units of \$1.00 each.

Item 3 Restrictions on distribution from Capital Reserve Account

Nil

Item 4 Restrictions on removal of Trustee

Nil

Item 5 Restrictions on appointment of additional trustee(s)

SCHEDULE 1

APPLICATION FOR UNITS

64-66 BERKELEY ST HAWTHORN UNIT TRUST

To the Trustee: 64-66 BERKELEY ST HAWTHORN PTY LTD

Please issue me with 50 ordinary units for \$1.00 each. A cheque for it is enclosed.

If I am accepted as a Unitholder I agree to be bound by the provisions of the Trust Deed. I understand that the Trustee does not have to accept my application. If it is accepted I will be issued with a certificate under clause 29. Once this happens I am bound by the whole Deed.

I am aware that clause 30 allows the Trustee to decide when sufficient funds have been accepted and if that happens my application will not be accepted. I have been strongly advised to read the whole document, especially the wide powers given to the Trustee and the liabilities attaching to Unitholders and the Trustee.

Date:

Signed by the Applicant:

TESORIERO INVESTMENT GROUP PTY LTD

SCHEDULE 1

APPLICATION FOR UNITS

64-66 BERKELEY ST HAWTHORN UNIT TRUST

To the Trustee: 64-66 BERKELEY ST HAWTHORN PTY LTD

Please issue me with 50 ordinary units for \$1.00 each. A cheque for it is enclosed.

If I am accepted as a Unitholder I agree to be bound by the provisions of the Trust Deed. I understand that the Trustee does not have to accept my application. If it is accepted I will be issued with a certificate under clause 29. Once this happens I am bound by the whole Deed.

I am aware that clause 30 allows the Trustee to decide when sufficient funds have been accepted and if that happens my application will not be accepted. I have been strongly advised to read the whole document, especially the wide powers given to the Trustee and the liabilities attaching to Unitholders and the Trustee.

Date:

Signed by the Applicant:

EROS MANAGEMENT PTY LTD

SCHEDULE 2

CERTIFICATE 1

64-66 BERKELEY ST HAWTHORN UNIT TRUST

TESORIERO INVESTMENT GROUP PTY LTD A.T.F TESORIERO INVESTMENT TRUST

is entitled to hold 50 ordinary units in 64-66 BERKELEY ST HAWTHORN UNIT TRUST subject to the conditions set out in the Trust Deed.

The restrictions set out in sub clause 70.1 of the Trust Deed apply/do not apply to these units.

DATE:

Executed by the Trustee:

SCHEDULE 2

CERTIFICATE 2

64-66 BERKELEY ST HAWTHORN UNIT TRUST

EROS MANAGEMENT PTY LTD A.T.F MAZ TRUST

is entitled to hold 50 ordinary units in 64-66 Berkeley St Hawthorn Unit Trust subject to the conditions set out in the Trust Deed.

The restrictions set out in sub clause 70.1 of the Trust Deed apply/do not apply to these units.

DATE:

Executed by the Trustee:

SCHEDULE 3 TRANSFER OF UNITS

64-66 BERKELEY ST HAWTHORN UNIT TRUST

I, _____(Transferor) transfer _____(number of units) ordinary (specify type of units) units in the Trust to _____(transferee).

The transferor agrees to be bound by the conditions of the fund and the Trust Deed.

Signed by the transferor _____

(Witness)

Signed by the transferee _____

(Witness)

SCHEDULE 4
DECLARATION

64-66 BERKELEY ST HAWTHORN UNIT TRUST

To the Trustee: 64-66 BERKELEY ST HAWTHORN PTY LTD

I/We _____ being the Executor (s) of the Will / Administrator(s) of
the estate of _____ the holder of units) _____ ordinary/
(specify other type of units) units request that you register the units.

Please also issue a Certificate in _____(names)

Date:

Signature(s) _____

Name(s) _____

Address _____

SCHEDULE 5

DECLARATION

64-66 BERKELEY ST HAWTHORN UNIT TRUST

To the Trustee: 64-66 BERKELEY ST HAWTHORN PTY LTD

I/We _____ being the Trustee(s) in bankruptcy of the bankrupt estate of _____ the holder of units) _____ ordinary/(specify other type of units) units request that you register the units.

Please also issue a Certificate in _____(names)

Date:

Signature(s) _____

Name(s) _____

Address _____

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 12160 FOLIO 016

Security no : 124101617367T

Produced 07/11/2022 10:21 AM

LAND DESCRIPTION

Land in Plan of Consolidation 379302G.

PARENT TITLES :

Volume 04490 Folio 922 Volume 12066 Folio 749

Created by instrument PC379302G 29/10/2019

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

64-66 BERKELEY ST HAWTHORN PTY LTD of LEVEL 5 141 WALKER STREET NORTH SYDNEY

NSW 2060

AT795382H 23/11/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT795383F 23/11/2020

JUDO BANK PTY LTD

CAVEAT AU614481M 23/07/2021

Caveator

WESTPAC BANKING CORPORATION ACN: 007457141

Grounds of Claim

IMPLIED, RESULTING OR CONSTRUCTIVE TRUST.

Estate or Interest

FREEHOLD ESTATE

Prohibition

ABSOLUTELY

Lodged by

MINTER ELLISON

Notices to

RODNEY OWEN of 275 KENT STREET SYDNEY NSW 2000

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PC379302G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 64-66 BERKELEY STREET HAWTHORN VIC 3122

ADMINISTRATIVE NOTICES

NIL

eCT Control 16667Y GADENS LAWYERS

Effective from 23/11/2020

DOCUMENT END

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Particulars of Sale

Vendor's estate agent

Name: Kay and Burton
Address: 226 Toorak Road, South Yarra VIC 3141
Email: southyarra@kayburton.com.au
Tel: 9825 2534 Mob: Fax: Ref:

Vendor

Name: Simone Marcelle Neal
Address: 64-66 Berkeley Street, Hawthorn VIC 3122
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Sinisgalli Foster Legal Pty Ltd ABN 71 475 450 936
Address: Level 7, 224 Queen Street, Melbourne VIC 3000
Email: richard@sinisgallifoster.com.au
Tel: 03 9133 3000 Mob: Fax: Ref:

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name: Vince Tesoriero and or Nominees
Address: 44 Howitt Road North Caulfield 3161
Email:
Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12160 Folio 016		PC37902G

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

**NOTICE OF NOMINATION IN ACORDANCE WITH THE
CONTRACT OF SALE**

Re: 64-66 Berkeley Street, Hawthorn Victoria

In accordance with General Conditions 4 of the contact of sale of land between:

Vendor: Simone Marcelle Neal
Purchaser: Vince Tesoriero
Date of Contract: 24 April 2020
Property 64-66 Berkeley Street Hawthorn Victoria
Nominee: 64-66 Berkeley Street Hawthorn Pty Ltd (ACN 643 838 662) atf the
64-66 Berkeley Street Hawthorn Unit Trust of Level 5, 141 Walker
Street North Sydney NSW
Nomination Date: 15 October 2020

The Purchaser nominates the Nominee to comply with all its obligations in the Contract of sale of land from the Nomination Date except as otherwise stated in that contract.

The Purchaser and the Nominee acknowledge that from the Nomination Date they will be jointly and severally liable for the due performance of all the obligations of the Purchaser under the Contract.

Signature of Purchaser:



Vince Tesoriero

Signature of Nominee:



Basile Papadimitriou – Sole Director/Secretary

ASIC Data Extracted 07/12/2022 at 13:39

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 641 392 707 9 GREGORY STREET OUYEN PTY LTD -

ACN (Australian Company Number):	641 392 707	Document No.
ABN:		
Current Name:	9 GREGORY STREET OUYEN PTY LTD	
Registered in:	Victoria	
Registration Date:	02/06/2020	
Review Date:	02/06/2023	
Company Bounded By:		

- Current Organisation Details -

Name:	9 GREGORY STREET OUYEN PTY LTD
Name Start Date:	02/06/2020
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Former Organisation Details from 02/06/2020 to 01/11/2022 -

Name:	9 GREGORY STREET OUYEN PTY LTD
Name Start Date:	02/06/2020
Status:	Registered
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Company Addresses -

- Registered Office

Address:	LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060	7EAZ79622
Start Date:	01/09/2020	

- Previous Registered Office

Address:	SUITE 3 LEVEL 11 343 LITTLE COLLINS STREET MELBOURNE VIC 3000	1EKH87165
Start Date:	02/06/2020	

Cease Date: 31/08/2020

- Principal Place of Business

7EAZ79622

Address: LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060

Start Date: 24/08/2020

- Previous Principal Place of Business

1EKH87165

Address: '03' LEVEL 11 SUITE 11 LOT COLLIN LOT COLLINS STREET MELBOURNE VIC 3000

Start Date: 02/06/2020

Cease Date: 23/08/2020

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Director

Name: VINCENZO FRANK TESORIERO

1EKH87165

Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161

Birth Details: 21/12/1980 MALVERN VIC

Appointment Date: 02/06/2020

Cease Date: //

Secretary

Name: VINCENZO FRANK TESORIERO

1EKH87165

Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161

Birth Details: 21/12/1980 MALVERN VIC

Appointment Date: 02/06/2020

Cease Date: //

Petitioner Court Action

Name: 623 033 705 FORUM GROUP FINANCIAL SERVICES PTY LTD

031311412

Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000

Appointment Date: 31/03/2022

Cease Date: //

Abn: 45 623 033 705

- Court Details Affecting Role -

Type: Federal

State: New South Wales

Application No: NSD 225

Application Year: 2022

Appointed Liquidator (Court Winding Up)

Name: JASON PRESTON 7EBY04970
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Birth Details:
Appointment Date: 02/11/2022
Cease Date: //

- Court Details Affecting Role -

Type: Federal **State:** New South Wales
Application No: NSD225 **Application Year:** 2022

Name: JASON CRAIG IRELAND 7EBY04970
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Birth Details:
Appointment Date: 02/11/2022
Cease Date: //

- Court Details Affecting Role -

Type: Federal **State:** New South Wales
Application No: NSD225 **Application Year:** 2022

- Share Structure -

Current

Class: ORDINARY 1EKH87165
Number of Shares Issued: 100
Total Amount Paid / Taken to be Paid: \$100.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class: ORD **Number Held:** 100 9EAA35246

Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: VINCENZO FRANK TESORIERO
Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161
Joint Holding: No

Ceased/Former

- Holding -

Class: ORD **Number Held:** 100 1EKH87165
Beneficially Owned: No **Fully Paid:** Yes

- Members -

Name: VINCENZO FRANK TESORIERO
Address: '03' LEVEL 11 SUITE 11 LOT COLLIN LOT COLLINS STREET MELBOURNE VIC 3000
Joint Holding: No

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
562		18/11/2022	18/11/2022	3	7EBY53951
562	NOTICE OF LIQ EXT TIME SUBMIT RPT CO ACTIVITIES AND PROPERTY				
505		03/11/2022	03/11/2022	2	7EBY04970
505G	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF LIQUIDATOR BY THE COURT				
519		03/11/2022	09/11/2022	3	031607711
519D	NOTIFICATION OF MAKING OF WINDING UP ORDER				

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced. At that time ASIC transferred all details of current charges to the PPS Registrar. ASIC can only provide details of satisfied charges prior to that date. Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au. InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

- * Documents already listed under Registered Charges are not repeated here.
- * Data from Documents with no Date Processed are not included in this Extract.
- * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.
- * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
- * In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
519	04/04/2022	11/04/2022	3	31/03/2022	031311412
519G	Notification of Application to Wind Up Company Under S. 459p, 462 or 464				
484	25/08/2020	25/08/2020	2	25/08/2020	7EAZ79622
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484	09/07/2020	09/07/2020	2	09/07/2020	9EAA35246
484N	Change to Company Details Changes to (Members) Share Holdings				
201	02/06/2020	02/06/2020	3	02/06/2020	1EKH87165
201C	Application For Registration as a Proprietary Company				

- Company Contact Addresses -

*** End of Document ***

TRUSTEE 9 GREGORY STREET OUYEN PTY LTD

9 GREGORY STREET OUYEN UNIT TRUST

I certify that this document is a true
and exact copy of the original.



Prakash Patel

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

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9 GREGORY STREET OUYEN UNIT TRUST

THIS DEED OF TRUST is made on 2 JUNE 2020.

BETWEEN

The Party described in Item 2 of the Schedule to this Deed ("the Trustee") 9 GREGORY STREET OUYEN PTY LTD of the one part.

("the Trustee")

and

BV HOLDINGS OY PTY LTD in its capacity as trustee of the BV HOLDINGS OY UNIT TRUST

("the initial Unitholders")

RECITALS

- A. BV HOLDINGS OY PTY LTD are collectively known as the initial Unitholders.
- B. The initial Unitholders as set out above and more particularly described in Item 1 of Schedule A have requested the Trustee to act, and the Trustee has agreed to that request, as Trustee of the Trust constituted by this Deed.
- C. The initial Unitholders have agreed to take up the number of units set out opposite their respective names in Item 1 of Schedule A and have each paid or shall pay on execution of this Deed in respect of the units the amount per unit set out in Item 2 of Schedule A.
- D. This Trust shall be for the benefit of each and every Unitholder who shall at any time hold units in the Trust in proportion to the units held by them.
- E. The Trustee has agreed to hold the fund as defined in this Deed upon the trusts and with and subject to the powers and provisions following.

OPERATIVE PARTS

PART 1 THE TRUST

1. The Trust, the Trustee, Declaration of Trust and the Unitholders

- 1.1 The name of this Trust shall be 9 GREGORY STREET OUYEN UNIT TRUST
- 1.2 The Unitholders may change from time to time and every Unitholder who shall hold units in this Trust shall be deemed to have executed this Deed.
- 1.3 The Unitholders agree to be bound by the provisions of this Deed and any amendment
- 1.4 The Trustee shall be 9 GREGORY STREET OUYEN PTY LTD the registered office of which is situated at Suite 3 Level 11 suite 3, level 11, 343 little collins street Melbourne Victoria 3000.
- 1.5 In consideration of the premises set out above the Trustee HEREBY DECLARES that it shall henceforth stand possessed of the fund and the income thereof for the Unitholders upon the trusts set out in this Deed and with and subject to the powers and provisions of this Deed.
- 1.6 The Trustee shall not be the agent of the Unitholders.
- 1.7 The Trust shall terminate on a date 80 years from the date of this Deed or otherwise as is provided for in this Deed.

2. **The Fund**

2.1 Each initial Unitholder shall pay

BV HOLDINGS OY PTY LTD: 100

to become a Unitholder and that amount shall be paid into the trust fund ("the fund") and in addition the fund shall be made up of the following:

2.1.1 other amounts or sums accepted by the Trustee on further allotment of units;

t
c

2.1.2 all money investments income and property from time to time paid or transferred to and accepted by the Trustee as additions to the fund all accretions or **and accumulation** income empowered by this Deed and the moneys investments and property from time to time representing those moneys additions accretions and accumulations or any part **thereof** or into which the same may be converted;

2.1.3 the proceeds of realised sale of investments;

2.1.4 the proceeds of any borrowing by the Trustee.

2.2 The Trustee shall hold the fund on trust and manage the fund in accordance with the terms of this Deed for the Unitholders.

2.3 The Trustee shall distribute the net income and capital of the Trust to the Unitholders in accordance with the terms of this Deed..

2.4 The Unitholders are absolutely entitled to the net income of the fund in proportion to their holdings PROVIDED THAT, unless expressly stated, no unit confers any interest in any particular part of the fund to a Unitholder.

3. **Units**

3.1 The fund at the commencement of the Trust shall be divided into units of

BV HOLDINGS OY PTY LTD: 100

each and for all future purposes the unit value shall equal the value of the fund divided by the number of units.

3.2 The Trustee shall have the power to issue units from the following classes of units which shall have the entitlements as described:

3.2.1 ORDINARY UNITS - give the holder an entitlement to net income, capital and to vote in proportion to the number of units held.

3.2.2 INCOME ONLY UNITS - give the holder an entitlement to net income in proportion to the number of units held, but give no entitlement to capital or to vote.

3.2.3 CAPITAL ONLY UNITS - give the holder an entitlement to capital in proportion to the number of units held, but give no entitlement to net income or to vote.

3.2.4 VOTING ONLY UNITS - give the holder an entitlement to vote in proportion to the number of units held, but give no entitlement to net income or capital.

3.2.5 NON VOTING UNITS - give the holder an entitlement to net income and capital in proportion to the number of units held, but give no entitlement to vote.

3.2.6 NON CAPITAL UNITS - give the holder an entitlement to net income and to vote in proportion to the number of units held, but give no entitlement to capital.

3.2.7 NON INCOME UNITS - give the holder an entitlement to capital and to vote in proportion to the number of units held, but give no entitlement to net income.

3.2.8 PREFERENCE UNITS - give the holder an entitlement to net income or capital is preferential and is limited to that specified in the Unit Certificate, but give no entitlement to vote.

PART 2 THE TRUSTEE

A: TRUSTEE'S DUTIES

4 Trustee's General Duties

The Trustee's general duties shall be to hold and manage the fund, the investments and any business carried on under the Trust properly and efficiently and the Trustee shall have the specific duties set out in clauses 5 to 11 of this Deed PROVIDED THAT in fulfilling its duties whether general or specific the Trustee shall not be subject to the provisions of the *Trustee Act* 1958 as amended or to any similar Act in the Commonwealth of Australia or in any of its other States or Territories.

5 Valuation of the Fund

The Trustee shall value the investments of the fund in each of the following circumstances:

5.1 when a simple majority of Unitholders requests the Trustee in writing to do so.

5.2 when a simple majority of Unitholders present at a meeting, including those present by proxy, resolve that the Trustee should do so.

The cost of such a valuation shall be paid out of the fund.

6 Accounting

The Trustee shall arrange for proper books of account to be kept for all receipts and expenditure of the Trust and for the details of all sales and purchases of the fund in such a manner that will enable the fund and any business being carried on by the Trust to be audited.

7 Deposits and Payments

The Trustee shall pay all money received by the Trust into a separate bank account, and shall pay all outgoings of the Trust. The Trustee shall also set up necessary reserves for future and contingent liabilities.

8 Insurance

The Trustee shall adequately insure all properties in the fund and their contents and shall contribute to all applicable insurance and other schemes for the benefit of employees.

9 Investments

The Trustee shall choose how to invest the fund and then invest it. Any investments held by the Trustee at any time may be retained for the purpose of the Trust and its management, improvement and development. The Trustee shall have the power to invest the fund in any manner which may be available to an individual without restriction.

10 Licences and Permits

The Trustee shall apply for, renew, transfer, or assign any licence or permit required under any legislation governing any business in which the Trustee is engaged. A licence or permit may be in the name of the Trustee or any other person.

11 Profit and Loss Accounts

As soon as practicable after 30 June in each year (or any other accounting date set by the Trustee), the Trustee shall prepare a profit and loss account showing a calculation of the income of the fund to that date together with a balance sheet for the same period.

B: TRUSTEE'S POWERS

12 Trustee's General Powers

12.1 The Trustee shall have the maximum powers authorities and discretions to administer the fund including but not limited to the power to invest and change investments freely as if the Trustee were beneficially entitled to those investments. In the exercise of its powers, the Trustee shall not be subject to the provisions of the *Trustee Act* 1958 as amended or to any similar Act in the Commonwealth of Australia or in any of its other States or Territories.

12.2 In addition to the powers and discretions of the Trustee expressed in sub clause 12.1, the Trustee shall have the specific powers set out in clauses 13 to 21 and the power to compulsorily buy units as set out in clause 44.

13 Distribution of Net Income to Unitholders - Income Distribution Account

13.1 The Trustee shall have the power to accumulate income after preparing the accounts referred to in clause 11 and any such accumulation shall form part of the fund.

13.2 Subject to sub clause 13.1, immediately after preparing the accounts referred to in clause 11, the Trustee shall transfer to an Income Distribution Account all net income, including any category of net income or capital deemed to be net income for any purpose, of the fund less any amount transferred to the Capital Reserve Account under clause 14, until it is distributed to the Unitholders.

- 13.3 As soon as is practicable, and subject to clause 70 and any Unitholder's preferential entitlement to net income, the Trustee shall distribute the amount in the Income Distribution Account to Unitholders who are entitled to net income in proportion to the units held by them which gives the entitlement to receive net income.
- 13.4 Any income which is net income for the purposes of the *Income Tax Assessment Act 1936* ("the 1936 Act") or the *Income Tax Assessment Act 1997* ("the 1997 Act") shall be net income for the purposes of the Trust, unless the Trustee decides otherwise.
- 13.5 The Trustee shall not change the definition of net income for the purposes of the Trust without the unanimous consent of the Unitholders holding income only, capital only, non capital, non income, discretionary income and discretionary capital units.

14 Capital Reserve Account

The Trustee may establish a Capital Reserve Account if a simple majority of Unitholders pass a resolution agreeing to do so before the end of the financial year. The Trustee may set aside from the income of the fund any amount that the Trustee in its absolute discretion thinks fit for the Capital Reserve Account. The funds in the Capital Reserve Account shall be held as capital.

15 Distributing Capital to Unitholders

- 15.1 The Trustee, in accordance with this clause may distribute to Unitholders any amount, including any category of capital (or net income deemed to be capital for any purpose), which is in the Capital Reserve Account.
- 15.2 If a 75 % majority of Unitholders resolve, and subject to clause 70, any Unitholder's preferential entitlement to capital and/or any restrictions described in Item 3 of Schedule A;
- 15.3 A distribution of capital pursuant to this clause shall be made to Unitholders who are entitled to capital in proportion to their holding of units which give the entitlement to receive capital, at the date of the resolution.
- 15.4 The Trustee shall when making a distribution to a Unitholder pursuant to this clause first apply the distribution to any amount unpaid on the Unitholder's units.

16 Trustee May Categorise Net Income and Capital

- 16.1 The Trustee may identify and separately record and maintain in the books of accounts and records of the fund, income or capital having or in respect of which there is attached individual, separate or unique characteristics or sources as the Trustee by resolution shall determine.
- 16.2 Without limiting the generality of sub clause 16.1, the Trustee may in the books of account and records of the fund separately record each of the following categories of income or capital received:
 - 16.2.1 dividends from a company:
 - (a) which are fully franked;
 - (b) which are partially franked;
 - (c) which are unfranked;
 - (d) which include an amount which has been imputed to be or to form part of a dividend;
 - (e) to which a foreign tax credit attaches; or
 - (f) to which any other separately identifiable taxation or other consequence or benefit is attached or arises.
 - 16.2.2 income, or any capital gain or return of capital whether or not taxable as income:
 - (a) which as an Australian source;
 - (b) which has an ex-Australian source;
 - (c) to which a foreign tax or other credit attaches;
 - (d) which is or includes a tax rebate or credit which has been paid or received by the Trustee;
 - (e) includes an amount imputed to be income;
 - (f) which is exempt or otherwise liable not to be taxed; or
 - (g) which has or gives rise to any other separately identifiable taxation or other consequence or benefit.
- 16.3 To the extent that expenses or outgoings of the fund are attributable to a particular category they may, at the discretion of the Trustee, be allocated against and deducted from the net income or capital of the category.
- 16.4 Net income or capital of the Trust fund to which a Unitholder becomes entitled pursuant to clauses 13 or 15 as the case may be, and which can be identified from the books and records of the fund as being of a category shall retain its separate identity when it passes to or is received by the Unitholder or when the Unitholder otherwise becomes entitled to it.
- 16.5 "category" in relation to the net income or the capital of the fund or any allocated fund means that part or those parts of the net income or capital which the Trustee has separately identified, categorised and recorded in the books of account of the fund so that it may be separately distributed or dealt with as provided in clauses 13 or 15.

17 Trustee to Provide Distribution Statement

When all or any part of the fund is distributed to Unitholders the Trustee shall provide a statement to the Unitholders receiving a distribution showing the amount of distribution to each Unitholder and the balance of the fund remaining undistributed.

18 Amending the Trust Deed

The Trustee may only amend or vary this Deed if a 75 % majority of Unitholders pass a resolution agreeing to the amendment or variation. The amendment or variation shall be by Deed executed by the Trustee with the signatures of consenting Unitholders and shall be annexed to and form part of this Deed. An amendment to this Deed must not adversely affect any vested entitlement of a Unitholder or remove or limit the operation of clause 70.

19 Appointment of Auditor

The Trustee may appoint an auditor of the fund if a 75 % majority of unit holders agree in writing that an auditor shall be appointed. The auditor shall hold office:

19.1 until he or she retires by written notice to the Trustee; or

19.2 until he or she is requested to retire by the Trustee or a 75 % majority of Unitholders.

The Trustee shall give the auditor written notice of a request to retire and shall immediately appoint another auditor unless a 75 % majority of Unitholders agree in writing or resolve that an auditor need not be appointed.

20 To value the Fund

Wherever it is necessary to value the fund, the valuation shall be made by an independent accountant appointed by the Trustee and approved by a simple majority of Unitholders. If the Unitholders do not approve an accountant, the accountant shall be appointed by the President of the Institute of Chartered Accountants in Victoria.

21 Trustee's Specific Powers

The Trustee shall have the following specific powers in addition to those powers in clauses 12 to 20:

- 21.1 to exercise any of the Trustee's powers and discretions even if the Trustee has a conflict of interest and even if the Trustee is a company and any director or shareholder of the Trustee has any interest in the exercise of the Trustee's powers or discretions or may benefit in any way from their exercise;
- 21.2 to commence acquire and carry on any business or investment activity anywhere in the world which the Trustee may decide can be conveniently carried on or which is desirable in the interest of the fund or the Unitholders and in doing so the Trustee shall have all of the powers vested in a company by virtue of the *Corporations Act 2001*;
- 21.3 to execute and prosecute legal proceedings of any kind and in any Court and to enforce any contract or other arrangement entered into or to recover damages for breach of any such contract or other arrangement;
- 21.4 to make or purchase any such investment for a sum greater than the amount of the fund for the time being and to pay for any such investments wholly or in part from any future moneys which may come into its hands, including dividends, profits, interest or other income paid or payable in respect of any such investments;
- 21.5 to raise or concur in raising with or without security any money for any purpose in relation to the execution of the trusts or powers conferred on the Trustee by mortgaging or charging with or without a power of sale all or any part of the fund and no lender shall be concerned to enquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed;
- 21.6 to employ or otherwise contract with any person, including the Trustee or a Unitholder, in connection with any business referred to in the above sub clauses carried on by the Trustee or anything required to be done pursuant to the provisions of this Deed including the power to receive and pay money, decide the remuneration to be allowed and paid and to decide the amount of all charges and expenses;
- 21.7 to create or arrange or participate in any scheme of or fund for superannuation retirement benefits or pensions for the benefit of any person employed by virtue of the above sub clauses and to make contributions to any scheme or fund for the benefit of such employees;
- 21.8 to give any guarantee or indemnity for the payment of money or the performance of any contractual obligation or undertaking and become surety or security for any persons, trustees, companies or entities, and without exception either alone or in association or jointly and severally or jointly or severally with any persons, trustees, companies or entities and for the purpose of securing the payment of any money or the performance of any contractual obligation or undertaking for which the Trustee has become or may become liable under and by virtue of any guarantee indemnity or other contract pursuant to this clause, to mortgage or provide a lien or fixed or floating charge or to otherwise charge the whole or any part of the fund (in the present or the future) and the rights of the mortgagee or chargee shall take priority in all respects over the rights of the Unitholders and all other persons whatsoever and no lender shall be concerned to enquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed;
- 21.9 to advance and lend moneys to and to borrow raise moneys from and to secure by mortgage bill of sale lien or charge fixed or floating legal or equitable or otherwise howsoever the payment or repayment of any money or advances to themselves or to any persons (including themselves) and whether severally or jointly and severally with any person and upon such terms with or without security or interest as the Trustee shall deem fit and the Trustee is hereby expressly empowered to join with any other person in executing any mortgage or other document for the purpose of securing the payment of money to or the assumption of any liability (whether actual or contingent) to pay

money to any other person and if the Trustee is a corporation to give and to execute a registerable floating charge or a charge over personal property over the assets of the corporation and the assets of the Trust Fund held by it as Trustee and to give and execute any other charge or security charge registerable under any Act for the time being in force and the Trustee may borrow or raise moneys to be used in deriving income or gain in augmentation of the fund notwithstanding that the fund may already be wholly invested or applied or that the moneys to be borrowed or raised may exceed the sum or value of the fund and no lender shall be concerned to inquire into the necessity for any such borrowing or as to the purpose for which it is required or as to the application of money borrowed notwithstanding that the asset secured or purchased may not be income producing or of a wasting or speculative nature;

- 21.10 to delegate in writing the exercise of all or any of the powers or authorities hereby conferred on the Trustee and to execute any powers of attorney or other instruments necessary to effect such a delegation;
- 21.11 to permit any asset of the fund to be held or registered in the name of any nominee of the Trustee and to deposit securities to the deeds and other documents belonging or related to the fund with any bank or solicitor;
- 21.12 in the event of any probate succession estate or other duties fees or taxes becoming payable in any part of the world in respect of the fund or any part thereof on the death of any unitholder or any other person at the Trustee's discretion absolutely to pay all or any part of such duties fees and taxes out of the fund notwithstanding that such duties fees or taxes or some part thereof are not or may not be recoverable from the Trustee or from the fund by legal process in the place where the same become payable;
- 21.13 to open and operate accounts with any bank anywhere in the world, to draw, make, accept, endorse, discount, execute, issue, present, sign (whether as Drawer, Acceptor or Endorser) or otherwise deal with any promissory notes, bills of exchange, bills of lading, cheque or other negotiable or transferable instruments;
- 21.14 to give effectual receipts and discharges for any monies received by or on behalf of the Trustee or otherwise relating to any of the acts, matters and things provided for in this Deed;
- 21.15 notwithstanding any power contained in this Deed, the Trustee shall have power and authority to enter into and perform:
 - 21.15.1 any transaction involving, or in connection with, an exchange of streams of payment between counterparties whether directly or indirectly;
 - 2 1.15.2 any transaction involving, or in connection with, trading commodities, securities or currency at a fixed price for delivery or settlement, whether immediately or at a future date;
 - 21.15.3 any transaction for managing, lessening, hedging or protecting against movements in currency exchange, interest or discount rates or against costs of borrowing, lending or obtaining financial accommodation;
and without limiting the generality of the foregoing, the power conferred on the Trustee as aforesaid shall include power for any purpose to enter into and perform any interest rate swap or exchange transaction, currency swap or exchange transaction, rate cap, rate floor, rate collar, option contract relating to swaps, future contract, currency option and forward rate agreement or any interest and or currency protection transaction or any combination of such transactions, contracts or agreements or any other transactions, financial arrangements or contracts of a kind or class similar to the transactions herein referred to;
- 21.16 to do all such other things as may be incidental to the exercise of the powers and authorities conferred on the Trustee by this Deed and to exercise any of the above powers both jointly with any other person and in conjunction with any other powers, authorities or discretions; and
- 21.17 to carry out all and any of the foregoing powers by and through an agent and to appoint and authorise an agent to carry out all or any of these powers.

C: PAYMENT OF THE TRUSTEE AND THE TRUSTEE'S LIABILITY
22 Trustee's Fee

The Trustee shall be entitled to be paid a reasonable fee for each year of service. The fee shall be set each year by resolution of a 75 % majority of Unitholders. If no fee shall be set in a year the fee for the previous year shall be paid to the Trustee.

23 Liability and Indemnity of the Trustee

The Trustee shall not be liable for any loss caused by the exercise of any power unless the loss is caused by the Trustee's dishonesty (or in the case of a Trustee which is a corporation, the dishonesty of any director of that corporation) or the wilful commission or omission of an act known by the Trustee (or in the case of a Trustee which is a corporation, the wilful commission or omission of any director of that corporation) to be a breach of trust. Should the Trustee act in good faith in exercising any power under this Deed the Trustee shall be entitled to be indemnified out of the fund for any liability which is so incurred. Such indemnity shall be limited to the assets of the fund. The Unitholders shall not be liable to repay to the Trustee any money properly paid to them by the Trustee, nor to indemnify the Trustee for any loss or liability.

D: REMOVAL AND RETIREMENT OF TRUSTEE AND APPOINTMENT OF ADDITIONAL TRUSTEE

- 24 Retirement, and Appointment, of Trustee**
The Trustee may retire after giving three months' written notice if a 75 % majority of Unitholders so resolves. The identity and appointment of any new Trustee shall be determined by a 75 % majority of Unitholders.
- 25 Removal of Trustee**
- 25.1 If the Trustee goes into liquidation, or ceases to carry on business, or a receiver or administrator is appointed, the Trustee is deemed to have retired and the Unitholders may appoint a new trustee.
- 25.2 In any other case, the Unitholders may by resolution remove the Trustee and appoint a new trustee after giving notice to the Trustee.
- 25.3 Subject to any restrictions in Item 4 of Schedule A, any resolution to remove or to appoint a Trustee under this clause must be passed by a 75 % majority of Unitholders.
- 26 Additional Trustee**
The Unitholders may by resolution appoint an additional trustee after giving notice to the Trustee. Subject to any restrictions in Item 5 in Schedule A such a resolution shall be passed by a 75 % majority of Unitholders.
- 27 Restrictions on Retirement, Removal and Additional Trustee if Trustee holds Liquor Licence**
If the Trustee holds a licence under the *Estate Agents Act 1980*, the *Liquor Control Reform Act* or any similar Act in the Commonwealth of Australia or in any of its States or Territories, the Trustee may not retire or be removed, nor may an additional Trustee be appointed, until the new Trustee has been approved by the Business Licensing Authority or any similar authority in the Commonwealth of Australia or of any of its States or Territories. This clause takes precedence over the other clauses in this Chapter.
- PART 3 UNITS**
- A: GENERAL RULES ABOUT UNITS**
- 28 Application for Units**
An application for units must be to the same effect as the form set out in Schedule 1 and must be sent to the Trustee. The application shall specify the class of and number of units applied for and any other terms relating to the units applied for.
- 29 Certificate for Units**
- 29.1 The Trustee shall issue each Unitholder with a certificate setting out the class of and number of units that he, she or it owns and any other terms relating to the units. The certificate shall be to the same effect as the form set out in Schedule 2 to this Deed.
- 29.2 If any certificate is worn out or defaced, the Trustee may cancel it and issue a replacement certificate. If any certificate is lost or destroyed, the Unitholder may apply to the Trustee for a duplicate certificate. The Unitholder must give the Trustee a statutory declaration that the certificate has been lost or destroyed and has not been pledged, transferred, mortgaged or sold. The Trustee shall then issue a duplicate certificate.
- 30 Limit on Number of Units**
The Trustee shall decide when sufficient units have been accepted. The Trustee shall then inform the Unitholders. After that date, no further units may be created except in the manner set out in this Deed.
- 31 Units may not be offered to the Public**
No unit may be offered to the public. Any transaction resulting from an offer to the public shall be void.
- 32 Buying Back Units and Cancelling Them - to Reduce the Value of the Fund**
If a 75 % majority of Unitholders resolves that the value of the fund is to be reduced, the Trustee may buy back units of any kind in accordance with the following procedure:

- 32.1 The Trustee may obtain a valuation of the fund from the auditor of the fund or the accountant appointed under clause 20. The person valuing the fund must also fix the price at which the units are to be bought back. The costs of the valuation must be paid out of the fund.
- 32.2 At least 14 days prior to buying back the units, the Trustee shall give notice to the Unitholders of the fact that the units are to be bought back and then cancelled. The notice must set out the price for each unit to be bought back and the manner in which the Trustee will pay for them.
- 32.3 The Unitholder shall deliver the relevant unit certificates to the Trustee and the Trustee shall pay for the units in cash or in assets from the fund.
- 32.4 The Trustee shall cancel any units bought under this clause from the date the Trustee bought them and may not re-issue them. The Trustee must cancel the certificate and, if necessary, issue a certificate for the balance of the units.

B: ADDITIONAL SUMS AND UNITS

33 Raising Additional Sums and Issuing New Units

- 33.1 If a 75 % majority of Unitholders resolve, the Trustee may raise additional sums by issuing more units provided the entitlements of any Unitholders described in clause 70 are not adversely affected or diminished.
- 33.2 Before more units are issued, the auditor of the fund or the accountant appointed under clause 20, whichever the case may be, shall value the fund, less the additional sums referred to in the preceding sub clause, and calculate the value of each existing unit ("the unit price").
- 33.3 The number of the new units to be issued must equal the total sale price of the units to be issued divided by the unit price, and the number of units is to be adjusted to the nearest whole number.

34 Procedure for Offering Additional Units for Subscription

If the Trustee issues more units pursuant to the preceding clause, the Trustee shall follow the following procedure:

- 34.1 The Trustee shall first offer the additional units to the Unitholders in proportion to the number and in accordance with the classes of units then held by them unless a 75 % majority of Unitholders decides otherwise.
- 34.2 The offer must be in writing and set out the number of units, the unit price, and the time within which the offer must be accepted - which cannot be less than thirty (30) days. The offer must also state that the Unitholders may accept less than the full number of units.
- 34.3 Units which are not accepted pursuant to sub clause 34.2 shall then be offered in the same manner to the Unitholders who accepted the offer, in proportion to the number and in accordance with the classes of units then held by them, until the Trustee is satisfied that no Unitholder will accept further units. Subject to clause 31, the Trustee may then dispose of the balance of the additional units at the unit price in whichever way the Trustee thinks fit.
- 34.4 If a 75 % majority of Unitholders resolve that the Trustee use a different procedure, the Trustee shall use that procedure.

35 Additional Units where Value of the Units Exceeds \$1.00

If the value of a unit is more than \$1.00 the Trustee may create further units to reduce the value of each unit. These units shall be allocated to the existing Unitholders without charge in proportion to their unitholding. The value may be reduced to any amount, even to a value of less than \$1.00 per unit.

36 Reclassifying Units

If a 75 % majority of Unitholders resolve, then subject to clause 70 and the Trustee obtaining the consent of each Unitholder holding units that are to be reclassified, the Trustee may re-classify any units which have already been issued.

C: TRANSFER OF UNITS

37 Transfer of Units

Units shall be transferred in the manner set out in this Deed and any transfer that breaches the provisions of this Deed shall be void and registration of such a transfer shall not operate so as to validate the void transfer.

38 Consent of Unitholders Required

A Unitholder may only transfer units after giving written notice to the Trustee ("transfer notice") and obtaining the written consent of a 75 % majority of Unitholders.

39 Trustee's Duties after Receiving Transfer Notice

Subject to clause 40, the Unitholder selling the units shall prepare a transfer notice and send it to the Trustee. As soon as practicable after receiving a transfer notice:

- 39.1 The Trustee shall offer the units to the other Unitholders in proportion to the number and in accordance with the classes of units held by them. Each offer must be made in writing and must set out:
 - 39.1.1 the number and price of the units; and
 - 39.1.2 the time within which the offer must be accepted - which must not be less than 7 days or more than 28 days from the date of the offer.

39.2 The Trustee shall give notice of the result of the offer to all Unitholders. The Trustee's notice must set out each of the following:

- 39.2.1 the names of the buying Unitholders;
- 39.2.2 the number of units bought by each Unitholder; and
- 39.2.3 the place and time for settlement - the time must not be more than 30 days after the date of the notice.

39.3 The Unitholder selling units shall transfer the units which have been bought as soon as practicable after payment has been made to the transferring Unitholder. If any units or surplus of units remain unsold then, subject to clause 31, the Unitholder may dispose of the units as he or she thinks fit at a price not less than the unit price.

39.4 The Trustee shall have a discretion to stipulate a period of time within which the Unitholder shall transfer the units.

40 Transfer of Initial Unitholder's Units

40.1 This clause shall take precedence over any other provisions in this Deed which may be to the contrary.

40.2 The Trustee shall not register the transfer of any units from an initial Unitholder other than by transfer to the remaining initial Unitholder(s), if any, whether by sale inter vivos or by transfer by way of sale or otherwise by the legal personal representative of a deceased initial Unitholder.

40.3 The Trustee shall not be bound by the preceding subclause if the remaining initial Unitholder(s), if any, choose not to purchase or otherwise take a transfer from the initial Unitholder who wishes to sell her units or from her legal personal representative.

40.4 The initial Unitholders by executing this Deed acknowledge that they are bound to act pursuant to this clause and that this Deed shall bind their executors, administrators and legal personal representatives in relation to the transfer of their units.

40.5 The unit price for sale of units in accordance with this clause shall be governed by clause 46.

40.6 In all other respects the sale of units by the initial Unitholders shall be governed by the provisions of this Deed.

41 Form of Transfer

A Unitholder may only transfer units by completing and signing a form to the effect of the form in Schedule 3, or any other form approved by the Trustee. After completing the procedure set out in clause 39 the form must be signed by the transferee. The transferor shall be the holder of the units until payment has been made by the transferee. The form (which must be stamped if required, with stamp duty to be paid by the transferee, unless the transferor and the transferee agree otherwise) and the relevant unit certificates must be delivered to and left with the Trustee.

42 Transfer not Completed

If a Unitholder sells units but fails to transfer the units to the purchaser the Trustee may receive and hold the purchase money on trust for the Unitholder and register the name of the purchaser as a Unitholder if requested to do so by the purchaser.

- 43 Unitholders Selling Units Back to the Trustee**
- 43.1 The Trustee may buy back units if:
- 43.1.1 A Unitholder requests the Trustee to buy back any of his, her or its units by giving the Trustee a request in writing together with the relevant Certificates; and
- 43.1.2 If a consenting resolution to that effect is passed by a 75 % majority of Unitholders.
- 43.2 In buying back the units the Trustee shall use the following procedure:
- 43.2.1 Before buying back the units the Trustee shall offer the units to all Unitholders in proportion to the number and in accordance with the classes of units held by them at the unit price.
- 43.2.2 After the Trustee has offered the units to all Unitholders in accordance with the preceding paragraph, Unitholders who have already bought units may buy any remaining units.
- 43.2.3 If any units remain, the Trustee shall buy back those units at the unit price. As soon as is practicable, the Trustee shall cancel the remaining units referred to in this paragraph and make an entry in the register.
- 44 Trustee's Power to Compulsorily Buy Back Units**
- The Trustee may compulsorily buy back the units of a Unitholder if any of the following happens:
- 44.1 a receiver, manager, official manager or administrator is appointed in relation to the Unitholder;
- 44.2 a provisional or official liquidator is appointed under the *Corporations Act 2001* in relation to the Unitholder;
- 44.3 the Unitholder becomes bankrupt, or assigns his or her interest for the benefit of the creditors, becomes a represented person within the meaning of the *Guardianship and Administration Act 1987*, or becomes an involuntary patient under the *Mental Health Act 1986*; or
- 44.4 any Unitholder which is a company permits shareholders who are also Unitholders to dispose of their shareholding or permits any change in the shareholding which alters the effective control of the company without a unanimous resolution of the other Unitholders.
- 44.5 the Unitholder dies.
- 45 Procedure for Compulsory Buy Back**
- 45.1 In order to buy units back compulsorily the Trustee must do each of the following:
- 45.1.1 obtain a consenting resolution to that effect passed by a 75 % majority of Unitholders;
- 45.1.2 give notice to the Unitholder or to his or her legal personal representative; and
- 45.1.3 pay the Unitholder or legal personal representative the unit price for each unit calculated by the auditor or accountant appointed under clause 20.
- 45.2 A compulsory buy back by the Trustee is effective even if the certificates are not surrendered by the Unitholder or his or her legal personal representative.
- 45.3 After such a buy back the Trustee shall remove the name of the Unitholder from the register.
- 46 Price of Units**
- For the purposes of this Chapter, a reference to "*unit price*" means:
- 46.1 the unit price agreed between the Unitholders or the Unitholders and the Trustee as the case may be; or
- 46.2 if the Unitholders, or the Unitholders and the Trustee, are unable to agree upon the unit price then clause 20 shall apply to establish the value of the fund and thereby the unit price. The costs of such valuation shall be paid out of the fund.

PART 4 UNITHOLDERS

A: GENERAL RULES ABOUT UNITHOLDERS

47 Limitation of Liability of Unitholders

A Unitholder shall only liable to contribute to the fund to the extent of the unpaid part of the price of the units he, she or it holds.

48 Questioning Trustee's Exercise of Power or Discretion

Subject to this Deed, a Unitholder shall not be entitled to interfere with or question the Trustee's exercise of any power or discretion.

49 Register of Unitholders

49.1 The Trustee shall maintain an up-to-date register of Unitholders. The register shall contain the following information:

49.1.1 names and current addresses of Unitholders;

49.1.2 the number and class of their units;

49.1.3 the relevant certificate numbers or letters.

49.2 A Unitholder shall notify the trustee of any change to his, her or its address.

49.3 Subject to clause 52, no notice of any trust may be entered in the register

50 Death of a Unitholder

50.1 In the event of the death of a Unitholder:

- 50.1.1 If the deceased Unitholder was a joint Unitholder, the survivor shall be the only person who has any title or interest in the units;
- 50.1.2 If the deceased Unitholder was not a joint Unitholder, the legal personal representative of a deceased Unitholder shall be the only person who shall have any title to the units.

50.2 The Trustee shall register a person as a Unitholder if that person proves to be satisfaction of the Trustee that that person is the surviving joint Unitholder or the legal personal representative of a deceased Unitholder who was not a joint Unitholder and provides a certified copy of the will of the deceased Unitholder, a certified copy of the Probate parchment and the certificate for the units.

51. Registration as a Unitholder After Bankruptcy

The Trustee may register a person as a Unitholder if one of the following conditions are met:

- 51.1 that person proves to the satisfaction of the Trustee that he or she is entitled to any units because of the bankruptcy of a Unitholder; or
- 51.2 that person is the trustee in bankruptcy of the bankrupt estate of the Unitholder and makes a declaration to the effect of the form in Schedule 5.

52. No Need to take Notice of Equities

The Trustee need not take notice of any trust or equity affecting any unit or certificate except where ordered to by a court.

53. Receipts

The receipt of a Unitholder (including the executor or administrator of a deceased Unitholder being a natural person) for any money due or any property transferred to a Unitholder shall be a good discharge to the Trustee.

B: MEETINGS OF UNITHOLDERS

54 Calling Meetings

- 54.1 The Trustee may call a meeting at any time or if a simple majority of Unitholders request a meeting the Trustee shall call a meeting as soon as is practicable after receiving such request.
- 54.2 The Trustee shall deliver a notice setting out the general nature of the business of any meeting to each Unitholder entitled to attend the meeting at least 7 days prior to the meeting unless all of the Unitholders who are entitled to vote waive this requirement.

55 Quorum

The quorum for a meeting is not less than two Unitholders, including proxies, holding between them 75 % of the units which give an entitlement to vote. If all the units are held by one Unitholder, the quorum is that person or his or her proxy.

56 Appointing the Chair

- 56.1 At a meeting called by the Trustee, the Trustee may nominate a Unitholder or proxy as Chair.
- 56.2 At a meeting called at the request of the Unitholders, the meeting may nominate a Unitholder or proxy as Chair.

57 Definition of Majorities

Where this Deed specifies that something shall be done if a simple majority of Unitholders or a specified percentage majority of Unitholders agree or pass a resolution to that effect, that refers to that majority or specified percentage of units that Unitholders hold which give an entitlement to vote.

58 Voting

In a meeting:

- 58.1 A Unitholder who is entitled to vote may vote either in person or by proxy.
- 58.2 Where the votes are equal, the Chair is not entitled to a second or casting vote in addition to the vote he, she or it has as a Unitholder or proxy.
- 58.3 A Unitholder under the age of 18 years may only vote by a parent or guardian. The Trustee may require proof of the appointment, or relationship, before that person can vote.

59 Proxies

Subject to the following, a Unitholder may appoint a proxy:

- 59.1 The Unitholder or any Attorney must sign the document appointing a proxy. If it is signed by an Attorney, a certified copy of the power of attorney shall be attached.
- 59.2 The document appointing a proxy and (where relevant) the authority under which it is signed shall be given to the Trustee before the meeting opens otherwise the proxy is not entitled to vote.
- 59.3 A proxy need not be a Unitholder.

60 Polls

60.1 At any meeting a question may be decided by a show of hands provided that a poll shall be taken in either of the following circumstances:

- 60.1.1 when the question must be decided by a specified majority of the votes of the Unitholders present and voting, including proxies; or

- 60.1.2 when a poll is demanded by a Unitholder before, or immediately after, any question is put to a show of hands.
- 60.2 In a poll, every Unitholder, including a proxy, shall have a vote for each unit held which entitles that Unitholder to vote. Joint Unitholders shall be entitled to only one vote for each unit held which entitles the joint Unitholders to vote, the Unitholder named first on the register shall be entitled to cast it.

61 Adjournments

With the consent of the meeting, the Chair, may adjourn the meeting to a place and time he or she chooses. The Chair shall adjourn a meeting where there is no longer a quorum.

62 Minutes

The Trustee shall arrange for minutes to be kept of the proceedings of all meetings. The Trustee shall send copies of the minutes to all Unitholders within 21 days after a meeting. Minutes signed by the Chair are conclusive evidence of the business carried out unless there is evidence to the contrary.

PART 5 TERMINATION OF THE TRUST

63 Unitholders can Require that the Trustee End the Trust

The Trustee shall terminate the Trust if a 75 % majority of Unitholders are present at a meeting -including those present by proxy, and that majority resolves that the Trustee shall do so.

64 Procedure When the Trust is Ended

When the Trust is to terminate, whether after 80 years or pursuant to clause 63 of this Deed, the Trustee shall do each of the following things:

- 64.1 convert the investments of the fund into money;
- 64.2 give each Unitholder notice that the Trust is to terminate and of the proposed distribution; and
- 64.3 distribute the fund, less all costs, charges and expenses, to the Unitholders entitled to capital in proportion to the units held by them or:
- 64.4 if there are no Unitholders hold for such charitable purposes as the Trustee in its absolute discretion shall determine.
- PROVIDED THAT:
- 64.5 The Trustee may postpone converting the investments into money if the Trustee believes that it is in the interests of the Unitholders and the Trustee will not be responsible for any loss attributable to a postponement; and
- 64.6 the Trustee may retain part of the fund to meet outgoings or liabilities, whether actual or contingent and once payment has been made of those outgoings or liabilities, any surplus funds shall be distributed to the Unitholders entitled to capital in proportion to the units held by them.

65 Trustee to Give Final Distribution Statement

When the whole of the fund is distributed to Unitholders under this part, the Trustee shall give a statement to Unitholders who have received a distribution in accordance with this Part.

PART 6 MISCELLANEOUS

66 Notices

- 66.1 A notice that shall be given under this Deed shall be in writing and given by delivering it personally, sent by facsimile or by post in a prepaid envelope addressed:
- 66.1.1 if to the Unitholder, to his, her or its address in the register; or if to the Trustee, to the address last notified.
- 66.2 If the notice is sent by post, it shall be regarded as having been received on the second day after the posting.
- 66.3. Notices sent by facsimile after 5.00 pm will be taken to have been received at 9.00 am on the next business day at the place where it is received.
- 66.4 It shall be sufficient to serve a notice or document on any one of several joint Unitholders.

67 Applicable Law

This deed is governed by the laws of Victoria

68 Relationship of Trustee and Unitholders

Nothing in this Deed shall constitute or shall be deemed to constitute or give rise to:

68.1 the relationship of principal and agent between the Trustee and the Unitholders;

68.2 the relationship of partners as between:

68.2.1 the Trustee and the Unitholders;

68.2.2 the Unitholders inter Se;

69 Limitation of Liability of Unitholders

69.1 Notwithstanding any other provision of this Deed or provision deemed to be included in this Deed or any rule of law to the contrary, no Unitholder shall be under any obligation personally to indemnify the Trustee or any creditor of the Trustee in the event that there is any deficiency of assets of the fund as compared with the liabilities of the Trustee.

69.2 The only rights, if any, of indemnity of the Trustee or of such creditor shall be limited to recourse to the assets of the fund.

69.3 A Unitholder shall only be liable to the Trustee acting as Trustee of the Trust to the extent to which the consideration (if any) payable by the Unitholder to the Trustee for the issue of units to the Unitholder may be unpaid and outstanding.

69.4 The Trustee expressly waives, releases, forfeits and abandons all rights and remedies which it otherwise might have at law or in equity to recover monies from a Unitholder by reason of any rights of indemnity or subrogation notwithstanding that any such right may not be able to be satisfied or discharged in whole or in part out of the fund.

70 Special Provision where Certain Trustees hold Units

70.1 Notwithstanding any other provision of this Deed, where the Trustee shall be empowered to exercise a discretion, (whether by any resolution of a majority of Unitholders, any provision of an agreement between Unitholders or by virtue of any units issued or otherwise) where a Unitholder is holding units:

70.1.1 in his, her or its capacity as the trustee for a superannuation fund; or

70.1.2 for the purpose of generating "excepted income" or "excepted Trust income" within the meaning of sections 1O2AE or 1O2AG of the 1936 Act the distribution of Trust net income or capital to the Unitholder shall be the amount the Unitholder would have received if there were no distributions made to Unitholders by virtue of the exercise of the Trustee's discretion.

70.2 A person subscribing for units, in their application for units, may elect for the preceding sub clause to not apply in respect of those units.

71. Mediation

Notwithstanding any other provision of this Deed, in the event of any dispute between the Trustee and the Unitholders arising in connection with:

71.1 Ownership and management of any land owned managed or utilised by or on behalf of the Trustee.

71.2 Ownership and management of any business or investment conducted or held by or on behalf of the Trustee.

71.3 Administration of the Trust.

("the dispute") which cannot be settled by negotiation between the parties or their representatives any party may refer the dispute to mediation by a mediator agreed upon by the parties or failing such agreement the Trustee shall request the President of the Law Institute Victoria or his or her nominee to appoint a mediator for the parties. The Trustee shall then arrange a time and place with the mediator for mediation to take place between the parties. During such mediation each party may be represented by a legal practitioner.

Execution

Executed as a deed.

Dated: 2 JUNE 2020

Executed by
9 GREGORY STREET OUYEN PTY LTD ACN
641392707 in its capacity as trustee, in
accordance with section 127(1) of the
Corporations Act 2001 (Cwth):



VINCENZO FRANK TESORIERO, Sole
director and sole company secretary

Executed by
BV HOLDINGS OY PTY LTD ACN 639872512
in its capacity as initial unit holder, in
accordance with section 127(1) of the
Corporations Act 2001 (Cwth):



VINCENZO FRANK TESORIERO, Sole
director and sole company secretary

SCHEDULE A

Item 1
Initial Unitholders

BV HOLDINGS OY PTY LTD in its capacity as trustee of the BV HOLDINGS OY UNIT TRUST (100 units).

Item 2
Initial Unit Capital -

100 ordinary units of \$1.00 each (income, capital and voting rights);
discretionary capital units of \$1.00 each;
discretionary income units of \$1.00 each;
preference units of \$1.00 each;
income units of \$1.00 each;
capital units of \$1.00 each;
voting units of \$1.00 each;
non-voting units of \$1.00 each;
non-capital units of \$1.00 each;
non-income units of \$1.00 each.

Item 3
Restrictions on distribution from Capital Reserve Account

Nil

Item 4
Restrictions on removal of Trustee

Nil

Item 5
Restrictions on appointment of additional trustee(s)

SCHEDULE 1
APPLICATION FOR UNITS

9 GREGORY STREET OUYEN UNIT TRUST

To the Trustee: 9 GREGORY STREET OUYEN PTY LTD

Please issue me with 100 ordinary units for \$1.00 each. A cheque for it is enclosed.

If I am accepted as a Unitholder I agree to be bound by the provisions of the Trust Deed. I understand that the Trustee does not have to accept my application. If it is accepted I will be issued with a certificate under clause 29. Once this happens I am bound by the whole Deed.

I am aware that clause 30 allows the Trustee to decide when sufficient funds have been accepted and if that happens my application will not be accepted. I have been strongly advised to read the whole document, especially the wide powers given to the Trustee and the liabilities attaching to Unitholders and the Trustee.

Date:

Signed by the Applicant:

BV HOLDINGS OY PTY LTD

SCHEDULE 2

CERTIFICATE 1

9 GREGORY STREET OUYEN UNIT TRUST

BV HOLDINGS OY PTY LTD PTY LTD A.T.F BV HOLDINGS OY UNIT TRUST

is entitled to hold 100 ordinary units in 9 GREGORY STREET OUYEN UNIT TRUST subject to the conditions set out in the Trust Deed.

The restrictions set out in sub clause 70.1 of the Trust Deed apply/do not apply to these units.

DATE:

Executed by the Trustee:

SCHEDULE 3
TRANSFER OF UNITS

9 GREGORY STREET OUYEN UNIT TRUST

I, _____ (Transferor) transfer _____ (number of units) ordinary (specify type of units) units in the Trust to _____ (transferee).

The transferor agrees to be bound by the conditions of the fund and the Trust Deed.

Signed by the transferor _____

(Witness)

Signed by the transferee _____

(Witness)

SCHEDULE 4

DECLARATION

9 GREGORY STREET OUYEN UNIT TRUST

To the Trustee: 9 GREGORY STREET OUYEN PTY LTD

I/We _____ being the Executor (s) of the Will / Administrator(s) of
the estate of _____ the holder of units) _____ ordinary/
(specify other type of units) units request that you register the units.

Please also issue a Certificate in _____(names)

Date:

Signature(s) _____

Name(s) _____

Address _____

SCHEDULE 5
DECLARATION

9 GREGORY STREET OUYEN UNIT TRUST

To the Trustee: 9 GREGORY STREET OUYEN PTY LTD

I/We _____ being the Trustee(s) in bankruptcy of the bankrupt estate of _____ the holder of units) _____ ordinary/(specify other type of units) units request that you register the units.

Please also issue a Certificate in _____(names)

Date:

Signature(s) _____

Name(s) _____

Address _____

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VOLUME 06684 FOLIO 757

Security no : 124101617574T

Produced 07/11/2022 10:25 AM

LAND DESCRIPTION

Lot 1 on Title Plan 398621E.
PARENT TITLE Volume 06206 Folio 046
Created by instrument 1911036 27/03/1944

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
9 GREGORY STREET OUYEN PTY LTD of LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW
2060
AT890046U 18/12/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT890047S 18/12/2020
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

CAVEAT AU069654S 22/02/2021

Caveator
AKSARA HOLDINGS PTY LTD ACN: 613374306
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
16/12/2020
Estate or Interest
INTEREST AS CHARGE
Prohibition
ABSOLUTELY
Lodged by
KABO LAWYERS
Notices to
KONFIR KABO of LOT 2 LEVEL 23 360 COLLINS STREET MELBOURNE VIC 3000

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP398621E FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 9 GREGORY STREET OUYEN VIC 3490

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED



Effective from 18/12/2020

DOCUMENT END

Delivered from the LANDATA® System by InfoTrack Pty Ltd.

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Balance Sheet

9 Gregory Street Ouyen Pty Ltd ATF 9 Gregory Street Ouyen Unit Trust As at 30 June 2021

30 JUN 2021

Assets

Bank

9 Gregory Street Ouyen	12,440.45
9 Gregory Street Ouyen Pty Ltd	12,510.36
Total Bank	24,950.81

Fixed Assets

9 Gregory Street, Ouyen	949,500.00
Total Fixed Assets	949,500.00

Total Assets

974,450.81

Liabilities

Current Liabilities

GST	1,845.93
Suspense	86,016.15
Total Current Liabilities	87,862.08

Non-current Liabilities

Loan - ANZ	538,624.11
Loan - Forum Group Financial Services	15,818.58
Vendor Loan - Aksara	315,000.00
Total Non-current Liabilities	869,442.69

Total Liabilities

957,304.77

Net Assets

17,146.04

Equity

Current Year Earnings	17,146.04
Total Equity	17,146.04

ASIC Data Extracted 07/12/2022 at 14:15

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 161 088 115 TESORIERO INVESTMENT GROUP PTY. LTD. -

ACN (Australian Company Number):	161 088 115	Document No.
ABN:		
Current Name:	TESORIERO INVESTMENT GROUP PTY. LTD.	
Registered in:	Victoria	
Registration Date:	05/11/2012	
Review Date:	05/11/2023	
Company Bounded By:		

- Current Organisation Details -

Name:	TESORIERO INVESTMENT GROUP PTY. LTD.
Name Start Date:	05/11/2012
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Former Organisation Details from 05/11/2012 to 01/11/2022 -

Name:	TESORIERO INVESTMENT GROUP PTY. LTD.	1E8862431
Name Start Date:	05/11/2012	
Status:	Registered	
Type:	Australian Proprietary Company	
Class:	Limited By Shares	
Sub Class:	Proprietary Company	

- Company Addresses -

- <u>Registered Office</u>		7E9019284
Address:	PACIFIC BLUE TAX SERVICES UNIT 1 385 TOORONGA ROAD HAWTHORN EAST VIC 3123	
Start Date:	10/05/2017	

- <u>Previous Registered Office</u>		7E4832520
Address:	LOU STEFANETTI UNIT 2 785 TOORAK ROAD HAWTHORN EAST VIC 3123	

Start Date: 14/11/2012
Cease Date: 09/05/2017

- Previous Registered Office

1E8862431

Address: LEVEL 1 225 BRIDGE ROAD RICHMOND VIC 3121
Start Date: 05/11/2012
Cease Date: 13/11/2012

- Principal Place of Business

7E4832520

Address: 46 HOWITT ROAD CAULFIELD NORTH VIC 3161
Start Date: 05/11/2012

- Previous Principal Place of Business

1E8862431

Address: LEVEL 1 225 BRIDGE ROAD RICHMOND VIC 3121
Start Date: 05/11/2012
Cease Date: 04/11/2012

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Director

Name: GIOVANNI TESORIERO 7E4832520
Address: 46 HOWITT ROAD CAULFIELD NORTH VIC 3161
Birth Details: 07/12/1942 RICHMOND VIC
Appointment Date: 05/11/2012
Cease Date: //

Name: VINCENZO FRANK TESORIERO 7EAD73336
Address: 46 HOWITT ROAD CAULFIELD NORTH VIC 3161
Birth Details: 21/12/1980 MALVERN VIC
Appointment Date: 05/11/2012
Cease Date: //

Previous Director

Name: TOM KOTSIMBOS 1E8862431
Address: 225 BRIDGE ROAD RICHMOND VIC 3121
Birth Details: 07/07/1962 MELBOURNE VIC
Appointment Date: 05/11/2012
Cease Date: 05/11/2012

Secretary

Name: GIOVANNI TESORIERO 7E4832520
Address: 46 HOWITT ROAD CAULFIELD NORTH VIC 3161
Birth Details: 07/12/1942 RICHMOND VIC
Appointment Date: 05/11/2012
Cease Date: //

Name: VINCENZO FRANK TESORIERO 7EAD73336
Address: 46 HOWITT ROAD CAULFIELD NORTH VIC 3161
Birth Details: 21/12/1980 MALVERN VIC
Appointment Date: 05/11/2012
Cease Date: //

Previous Secretary

Name: TOM KOTSIMBOS 1E8862431
Address: 225 BRIDGE ROAD RICHMOND VIC 3121
Birth Details: 07/07/1962 MELBOURNE VIC
Appointment Date: 05/11/2012
Cease Date: 05/11/2012

Petitioner Court Action

Name: 623 033 705 FORUM GROUP FINANCIAL SERVICES PTY LTD 031311419
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Appointment Date: 31/03/2022
Cease Date: //
Abn: 45 623 033 705

- Court Details Affecting Role -

Type:	Federal	State:	New South Wales
Application No:	NSD 232	Application Year:	2022

Appointed Liquidator (Court Winding Up)

Name: JASON PRESTON 7EBY04917
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Birth Details:
Appointment Date: 02/11/2022
Cease Date: //

- Court Details Affecting Role -

Type:	Federal	State:	New South Wales
Application No:	NSD232	Application Year:	2022

Name: JASON CRAIG IRELAND 7EBY04917
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Birth Details:
Appointment Date: 02/11/2022
Cease Date: //

- Court Details Affecting Role -

Type: Federal **State:** New South Wales
Application No: NSD232 **Application Year:** 2022

- Share Structure -

Current

Class: ORDINARY SHARES 1E8862431
Number of Shares Issued: 2
Total Amount Paid / Taken to be Paid: \$2.00
Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class: ORD **Number Held:** 1 7E4832520
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: GIOVANNI TESORIERO
Address: 46 HOWITT ROAD CAULFIELD NORTH VIC 3161
Joint Holding: No

- Holding -

Class: ORD **Number Held:** 1 7EAD73336
Beneficially Owned: Yes **Fully Paid:** Yes

- Members -

Name: VINCENZO FRANK TESORIERO

Address: 46 HOWITT ROAD CAULFIELD NORTH VIC 3161
Joint Holding: No

Ceased/Former

- Holding -

Class: ORD **Number Held:** 2 1E8862431
Beneficially Owned: No **Fully Paid:** Yes

- Members -

Name: TOM KOTSIMBOS
Address: 225 BRIDGE ROAD RICHMOND VIC 3121
Joint Holding: No

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
562		18/11/2022	18/11/2022	4	7EBY53876
562	NOTICE OF LIQ EXT TIME SUBMIT RPT CO ACTIVITIES AND PROPERTY				
505		03/11/2022	03/11/2022	2	7EBY04917
505G	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF LIQUIDATOR BY THE COURT				
519		03/11/2022	09/11/2022	3	031623489
519D	NOTIFICATION OF MAKING OF WINDING UP ORDER				

- Charges -

[There are no charges held for this organisation.](#)

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced.
At that time ASIC transferred all details of current charges to the PPS Registrar.
ASIC can only provide details of satisfied charges prior to that date.
Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au.
InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

* Documents already listed under Registered Charges are not repeated here.
* Data from Documents with no Date Processed are not included in this Extract.

* Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
519	04/04/2022	11/04/2022	3	31/03/2022	031311419
519G	Notification of Application to Wind Up Company Under S. 459p, 462 or 464				
484	03/09/2018	03/09/2018	2	03/09/2018	7EAD73336
484	Change to Company Details				
484A1	Change Officeholder Name or Address				
484A2	Change Member Name or Address				
484	03/05/2017	03/05/2017	2	03/05/2017	7E9019284
484B	Change to Company Details Change of Registered Address				
484	07/11/2012	07/11/2012	4	07/11/2012	7E4832520
484	Change to Company Details				
484B	Change of Registered Address				
484C	Change of Principal Place of Business (Address)				
484E	Appointment or Cessation of a Company Officeholder				
484N	Changes to (Members) Share Holdings				
201	05/11/2012	05/11/2012	3	05/11/2012	1E8862431
201C	Application For Registration as a Proprietary Company				

- Company Contact Addresses -

- Contact Address for ASIC use only

Address: PO BOX 2442 TEMPLESTOWE LOWER VIC 3107

Start Date: 07/11/2012

*** End of Document ***

ASIC Data Extracted 07/12/2022 at 14:15

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 622 298 346 EROS MANAGEMENT PTY LTD -

ACN (Australian Company Number):	622 298 346	Document No.
ABN:		
Current Name:	EROS MANAGEMENT PTY LTD	
Registered in:	New South Wales	
Registration Date:	17/10/2017	
Review Date:	17/10/2023	
Company Bounded By:		

- Current Organisation Details -

Name:	EROS MANAGEMENT PTY LTD
Name Start Date:	17/10/2017
Status:	** Under External Administration And/Or Controller Appointed **
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Former Organisation Details from 17/10/2017 to 07/07/2021 -

Name:	EROS MANAGEMENT PTY LTD	3E8870298
Name Start Date:	17/10/2017	
Status:	Registered	
Type:	Australian Proprietary Company	
Class:	Limited By Shares	
Sub Class:	Proprietary Company	

- Company Addresses -

- <u>Registered Office</u>		3E8870298
Address:	ROTHSAY ACCOUNTING SERVICES PTY LTD LEVEL 1 12-14 O'CONNELL STREET SYDNEY NSW 2000	
Start Date:	17/10/2017	

- <u>Principal Place of Business</u>		5EAV00477
Address:	LEVEL 5 141 WALKER STREET NORTH SYDNEY NSW 2060	

Start Date: 11/03/2019

- Previous Principal Place of Business

3E8870298

Address: 27 MALTON ROAD BEECROFT NSW 2119

Start Date: 17/10/2017

Cease Date: 10/03/2019

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Director

Name: BASILE PAPADIMITRIOU

5EAV00477

Address: 23 MARGARET STREET ROZELLE NSW 2039

Birth Details: 25/10/1972 SYDNEY NSW

Appointment Date: 17/10/2017

Cease Date: //

Secretary

Name: BASILE PAPADIMITRIOU

5EAV00477

Address: 23 MARGARET STREET ROZELLE NSW 2039

Birth Details: 25/10/1972 SYDNEY NSW

Appointment Date: 17/10/2017

Cease Date: //

Appointed Liquidator (Court Winding Up)

Name: JASON CRAIG IRELAND

7EBJ96653

Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000

Birth Details:

Appointment Date: 28/07/2021

Cease Date: //

- Court Details Affecting Role -

Type: Federal

State: New South Wales

Application No: 747

Application Year: 2021

Name: JASON PRESTON

7EBJ96653

Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000

Birth Details:

Appointment Date: 28/07/2021

Cease Date: //

- Court Details Affecting Role -

Type: Federal State: New South Wales
Application No: 747 Application Year: 2021

Previous Administrator of a Company under Administration

Name: JASON CRAIG IRELAND 7EBJ70598
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Birth Details:
Appointment Date: 21/07/2021
Cease Date: 28/07/2021

Name: JASON PRESTON 7EBJ70598
Address: MCGRATHNICOL LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Birth Details:
Appointment Date: 21/07/2021
Cease Date: 28/07/2021

Name: KATHERINE SOZOU 7EBJ70598
Address: LEVEL 12 20 MARTIN PLACE SYDNEY NSW 2000
Birth Details:
Appointment Date: 21/07/2021
Cease Date: 28/07/2021

Name: DOMENICO ALESSANDRO CALABRETTA 7EBJ31468
Address: MACKAY GOODWIN 'MACKAY GOODWIN' SUITE 1 LEVEL 2 10 BRIDGE STREET SYDNEY NSW 2000
Birth Details:
Appointment Date: 08/07/2021
Cease Date: 21/07/2021

Name: GRAHAME ROBERT WARD 7EBJ31468
Address: 'MACKAY GOODWIN' LEVEL 2 10 BRIDGE STREET SYDNEY NSW 2000
Birth Details:
Appointment Date: 08/07/2021
Cease Date: 21/07/2021

Name: THYGE TRAFFORD-JONES 7EBJ31468
Address: 'MACKAY GOODWIN' LEVEL 2 10 BRIDGE STREET SYDNEY NSW 2000
Birth Details:
Appointment Date: 08/07/2021
Cease Date: 21/07/2021

- Share Structure -

Current

Class:	ORDINARY SHARES	3E8870298
Number of Shares Issued:	10	
Total Amount Paid / Taken to be Paid:	\$10.00	
Total Amount Due and Payable:	\$0.00	

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Current

- Holding -

Class:	ORD	Number Held:	10	5EAV00477
Beneficially Owned:	Yes	Fully Paid:	Yes	

- Members -

Name:	BASILE PAPADIMITRIOU
Address:	23 MARGARET STREET ROZELLE NSW 2039
Joint Holding:	No

- External Administration Documents -

Note:

Documents relating to External Administration and/or appointment of Controller.
This extract may not list all documents relating to this status. State and Territory records should be searched.

Form Type	Description	Date Lodged	Processed	No. Pages	Document No.
5602		27/10/2022	27/10/2022	6	7EBX79197
5602B	ANNUAL ADMINISTRATION RETURN RETURN OF WINDING UP BY COURT				
5022		25/11/2021	25/11/2021	65	7EBN61331
5022	OUTCOME OF PROPOSAL TO CREDITORS OR CONTRIBUTORIES WITHOUT A MEETING				
5022		25/11/2021	25/11/2021	65	7EBN61301
5022	OUTCOME OF PROPOSAL TO CREDITORS OR CONTRIBUTORIES WITHOUT A MEETING				

5022	25/11/2021	25/11/2021	65	7EBN61288
5022	OUTCOME OF PROPOSAL TO CREDITORS OR CONTRIBUTORIES WITHOUT A MEETING			
5022	25/11/2021	25/11/2021	65	7EBN61278
5022	OUTCOME OF PROPOSAL TO CREDITORS OR CONTRIBUTORIES WITHOUT A MEETING			
5022	25/11/2021	25/11/2021	65	7EBN61227
5022	OUTCOME OF PROPOSAL TO CREDITORS OR CONTRIBUTORIES WITHOUT A MEETING			
5601	29/10/2021	29/10/2021	64	7EBM73876
5601A	STATUTORY REPORT FROM LIQUIDATOR S70-40 OF INSOLVENCY PRACTICE RULES (CORPORATIONS) 2016 REPORT FROM LIQUIDATOR			
5603	30/08/2021	30/08/2021	4	7EBK87721
5603K	END OF ADMINISTRATION RETURN END RETURN OF ADMINISTRATOR			
5011	04/08/2021	04/08/2021	67	7EBK13021
5011B	COPY OF MINUTES OF MEETING OF MEMBERS, CREDITORS, CONTRIBUTORIES OR COMMITTEE OF INSPECTION UNDER S.436E OR S.439A			
5602	04/08/2021	04/08/2021	5	7EBK10758
5602K	ANNUAL ADMINISTRATION RETURN RETURN OF ACCOUNTS OF ADMINISTRATOR			
505	30/07/2021	30/07/2021	2	7EBJ96676
505Y	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR OF COMPANY UNDER ADMINISTRATION UNDER S.436E(4), 449B OR 449C			
505	30/07/2021	30/07/2021	2	7EBJ96653
505G	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPOINTMENT OF LIQUIDATOR BY THE COURT			
505	27/07/2021	27/07/2021	2	7EBJ85774
505Y	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE RESIGNATION OR REMOVAL OF ADMINISTRATOR OF COMPANY UNDER ADMINISTRATION UNDER S.436E(4), 449B OR 449C			
531	23/07/2021	23/07/2021	10	7EBJ78393
531C	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY DIRRI - REVIEWING LIQUIDATOR OR INCOMING ADMINISTRATOR			
505	21/07/2021	21/07/2021	3	7EBJ70598
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)			

531		15/07/2021	15/07/2021	5	7EBJ52881
531A	DECLARATION OF RELEVANT RELATIONSHIPS AND/OR INDEMNITY COPY OF A DIRRI				
505		09/07/2021	09/07/2021	3	7EBJ31468
505U	NOTICE BY EXTERNAL ADMINISTRATOR/CONTROLLER-APPOINT/CEASE APPT OF ADMINISTRATOR UNDER S.436A, 436B, 436C, 436E(4), 449B, 449C(1), 449C(4) OR 449(6)				

- Charges -

There are no charges held for this organisation.

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced. At that time ASIC transferred all details of current charges to the PPS Registrar. ASIC can only provide details of satisfied charges prior to that date. Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au. InfoTrack may cap documents for on-file searches to 250.

- Document List -

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- * The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.
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Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
5053	30/07/2021	30/07/2021	2	28/07/2021	7EBJ96892
5053	Notice That Administration of Company Has Ended Under S.435c(2) or (3)				
484	12/03/2019	12/03/2019	2	12/03/2019	5EAV00477
484	Change to Company Details				
484C	Change of Principal Place of Business (Address)				
484A1	Change Officeholder Name or Address				
484A2	Change Member Name or Address				
201	17/10/2017	17/10/2017	3	17/10/2017	3E8870298
201C	Application For Registration as a Proprietary Company				

- Company Contact Addresses -

- Previous Contact Address for ASIC use only

Address: LEVEL 1 6-10 CONNELL STREET SYDNEY NSW 2000

Start Date: 23/11/2017
Cease Date: 13/10/2021

*** End of Document ***

ASIC Data Extracted 07/12/2022 at 13:44

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

- 641 393 124 BV HOLDINGS OY PTY LTD -

ACN (Australian Company Number):	641 393 124	Document No.
ABN:		
Current Name:	BV HOLDINGS OY PTY LTD	
Registered in:	Victoria	
Registration Date:	02/06/2020	
Review Date:	02/06/2023	
Company Bounded By:		

- Current Organisation Details -

Name:	BV HOLDINGS OY PTY LTD
Name Start Date:	02/06/2020
Status:	Deregistered
Date Deregistered:	30/10/2022
Reason Deregistered:	SECTION 601AB
Type:	Australian Proprietary Company
Class:	Limited By Shares
Sub Class:	Proprietary Company

- Former Organisation Details from 18/08/2022 to 29/10/2022 -

Name:	BV HOLDINGS OY PTY LTD	0D0848180
Name Start Date:	02/06/2020	
Status:	Strike-Off Action In Progress	
Type:	Australian Proprietary Company	
Class:	Limited By Shares	
Sub Class:	Proprietary Company	

- Former Organisation Details from 02/06/2020 to 17/08/2022 -

Name:	BV HOLDINGS OY PTY LTD
Name Start Date:	02/06/2020
Status:	Registered
Type:	Australian Proprietary Company
Class:	Limited By Shares

Sub Class: Proprietary Company

- Company Addresses -

- Previous Registered Office

1EKI16107

Address: '03' SUITE 11 343 LITTLE COLLINS STREET MELBOURNE VIC 3000

Start Date: 02/06/2020

Cease Date: 30/10/2022

- Previous Principal Place of Business

1EKI16107

Address: '03' LEVEL 11 SUITE 11 LOT COLLIN LOT COLLINS STREET MELBOURNE VIC 3000

Start Date: 02/06/2020

Cease Date: 30/10/2022

- Company Officers -

Note:

A date or address shown as UNKNOWN has not been updated since ASIC took over the records in 1991. For details, order the appropriate historical state or territory documents, available in microfiche or paper format.

* Check documents listed under ASIC Documents Received for recent changes.

Previous Director

Name: VINCENZO FRANK TESORIERO

1EKI16107

Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161

Birth Details: 21/12/1980 MALVERN VIC

Appointment Date: 02/06/2020

Cease Date: 30/10/2022

Previous Secretary

Name: VINCENZO FRANK TESORIERO

1EKI16107

Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161

Birth Details: 21/12/1980 MALVERN VIC

Appointment Date: 02/06/2020

Cease Date: 30/10/2022

- Share Structure -

Ceased/Former

Class: ORDINARY

1EKI16107

Number of Shares Issued: 100

Total Amount Paid / Taken to be Paid: \$100.00

Total Amount Due and Payable: \$0.00

Note:

For each class of shares issued by a company, ASIC records the details of the twenty members of the class (based on shareholdings). The details of any other members holding the same number of shares as the twentieth ranked member will also be recorded by ASIC on the database. Where available, historical records show that a member has ceased to be ranked amongst the twenty members. This may, but does not necessarily mean, that they have ceased to be a member of the company.

- Share/Interest Holding -

Ceased/Former

- Holding -

Class:	ORD	Number Held:	100	1EKI16107
Beneficially Owned:	No	Fully Paid:	Yes	

- Members -

Name: VINCENZO FRANK TERORIERO
Address: 44 HOWITT ROAD CAULFIELD NORTH VIC 3161
Joint Holding: No

- External Administration Documents -

[There are no external administration documents held for this organisation.](#)

- Charges -

[There are no charges held for this organisation.](#)

Notes:

On 30 January 2012, the Personal Property Securities Register (PPS Register) commenced. At that time ASIC transferred all details of current charges to the PPS Registrar. ASIC can only provide details of satisfied charges prior to that date. Details of current charges, or charge satisfied since 30 January 2012 can be found on the PPS Register, www.ppsr.gov.au. InfoTrack may cap documents for on-file searches to 250.

- Document List -

Notes:

- * Documents already listed under Registered Charges are not repeated here.
- * Data from Documents with no Date Processed are not included in this Extract.
- * Documents with '0' pages have not yet been imaged and are not available via DOCIMAGE. Imaging takes approximately 2 weeks from date of lodgement.

* The document list for a current/historical extract will be limited unless you requested ALL documents for this extract.

* In certain circumstances documents may be capped at 250.

Form Type	Date Received	Date Processed	No. Pages	Effective Date	Document No.
201	02/06/2020	02/06/2020	3	02/06/2020	1EK116107
201C	Application For Registration as a Proprietary Company				

- Company Contact Addresses -

*** End of Document ***