

## Exhibit Certificate

Federal Court of Australia

No            of 2021

District Registry: New South Wales

Division: Commercial and Corporations

**Societe Generale (ABN 71 092 516 286)**

Applicant

**Forum Finance Pty Limited (ACN 153 301 172)**

First Respondent

AND

**Basile Papadimitriou (also known as Bill Papas)**

Second Respondent

This is the exhibit marked "**GB-1**" referred to in the affidavit of Gurpreet Brar sworn before me on 1 July 2021.

Signature of witness



Name of witness

Matthew Youssef

Address of witness

Level 11, Martin Place, Sydney NSW 2000

Capacity of witness

Solicitor

## Notice of Assignment

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To: Veolia Environmental Services (Australia) Pty Ltd ABN 20 051 316 584 (**Debtor**)  
From: Forum Finance Pty Limited ACN 153 301 172 (**Seller**)  
Date: 8<sup>th</sup> March 2021

We refer to the Payment Schedule dated 1<sup>st</sup> March 2021 between the Debtor and Seller (as amended from time to time) (**Contract**).

### 1. Notice of Assignment of Receivables

The Seller hereby notifies the Debtor that it has assigned to Societe Generale, Sydney Branch ABN 71 092 516 286 (**Purchaser**) of all its rights, title, benefit and interest in and to the account receivables evidenced by the attached Payment Schedules [set out below] , together with any obligation of the Debtor to pay default or other interest, to pay finance charges or to satisfy other liabilities under the Contract (**Receivables**):

Payment Schedule Number	Payment Schedule Date	Face Value of Payment Schedule	Maturity Date
	1 <sup>st</sup> March 2021 – refer to attached Payment Schedule		

### 1. Payment direction

As assignee of the Receivables, the Purchaser is therefore entitled to collect or recover for its own account the sums due by the Debtor in respect of each such Receivable and the Debtor is hereby irrevocably instructed to pay all sums becoming due and payable under or in connection with the Receivables to the Seller, unless otherwise instructed to the Debtor by the Purchaser (which may be given by the Purchaser to the Debtor in the Purchaser's absolute discretion and for any reason whatsoever).

### 2. Revocation of notice and payment direction

Without prejudice to paragraph 12 above, the Purchaser may at any time give the Debtor notice that the Purchaser has not proceeded to purchase or has re-assigned any of the Receivables to the Seller (such Receivables being the **Re-assigned Receivables**).

From the date of receipt of such notice, this Notice of Assignment (including, without limitation, the payment direction in paragraph 12 above) will no longer apply to any Re-assigned Receivable and the Debtor must pay all amounts in respect of the Re-assigned Receivables to the Seller in accordance with the Contract or as directed by the Seller in writing.

**Signed for and on behalf of**

**Forum Finance Pty Limited ACN 153 301 172**

by its authorised signatory:



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BILL PAPAS  
Name

**Acknowledged for and on behalf of**

**Veolia Environmental Services (Australia) Pty Ltd ABN 20 251 316 584**

by its authorised signatory:



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PREET BRAR  
Name

# Payment Schedule

Forum Finance Pty Ltd. ABN 16 153 301 172 of Level 5, 141 Walker Street, North Sydney NSW 2060 (the "owner") enters into this Agreement with:

## Customer Details

Reference No. \_\_\_\_\_

Customer Name Veolia Environmental Services (Australia) Pty Ltd

Trading Name \_\_\_\_\_ ABN 20 051 316 584

Address Level 4, Pirrama Road, Pyrmont, Sydney, NSW Postcode 2009

This is a Payment Schedule dated 1st March 2021 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and Veolia Environmental Services (Australia) Pty Ltd (**Customer**).

In the event of a conflict between the terms of this Schedule and the terms of any software license, product warranty or service agreement between the product vendor(s) shown in Table A (**Product Vendor(s)**) and Customer (**Licence Agreement**), applicable to the Products in this Schedule, the terms of this Schedule shall take priority and prevail. This Schedule, once accepted by the Supplier returning an executed copy of the Schedule, constitutes a binding contract subject to the terms and conditions in Annexure A.

## Product Description (Table A)

The items described below are the software and/or hardware products the subject of this Schedule (Products):

### Software

Software Vendor	Software Description
N/A	

### Hardware

Hardware Vendor	Hardware Description
Organic Waste Digestors	Refer to Annexure (A)

## Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
1st March 2021	\$84,000.00	\$8,400.00	\$92,400.00
59 subsequent payments monthly	\$84,000.00	\$8,400.00	\$92,400.00
		<b>Product Price</b>	<b>\$5,544,000.00</b>

# Payment Schedule



## Product Price and Payment Terms, Cont...

On acceptance of delivery of the Products by Customer the Customer irrevocably acknowledges and agrees that:

- The Product Price shown in Table B is incurred on acceptance of delivery of the Products by Customer and Customer irrevocably commits to paying the Product Price in all circumstances and that its obligation to pay the Product Price is absolute and unconditional from the date of acceptance of delivery of the Products.
- Subject to the provisions in **Annexure A**, the Product Price is payable by installments in the amounts (**Installment Amount**) and on the due dates set out in **Table B** above.

Customer hereby agrees to all terms and conditions of this Schedule (including the terms and conditions attached hereto as Annexure A).

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Schedule to be duly executed by their authorized representatives.

Customer	Veolia Environmental Services (Australia) Pty Ltd	Supplier	Forum Finance Pty Ltd
By		By	
Print Name	Preet Brar	Name	Bill Papas
Title	Chief Financial Officer	Title	Chief Executive Officer



# Payment Schedule

- 1 Product Price**  
 (a) The Product Price shall be due and payable as shown in Table B of this Schedule and (b) Customer shall pay the Product Price in the instalments and on the due dates set out in Table B of this Schedule in full in cleared funds without any abatement, set-off, withholding, defense or counterclaim for any reason whatsoever (including, but not limited to, a force majeure event). The Supplier will issue a separate tax invoice to the Customer for payment of any instalment before its due date but any failure by the Supplier to issue the separate tax invoice does not affect the Customer's obligation to pay the instalments on the due dates as set out in Table B.
- 2 Assignment**  
 CUSTOMER MAY NOT ASSIGN, NOVATE OR GRANT AN ENCUMBRANCE THIS SCHEDULE OR THE RIGHTS AND/OR OBLIGATIONS HEREUNDER, NOR SHALL THE CUSTOMER ENCUMBER, LEASE OR LEND THE PRODUCTS OR SUBMIT THEM TO BE USED BY ANYONE OTHER THAN CUSTOMER'S EMPLOYEES OR AGENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUPPLIER. The Customer agrees that the Supplier may, without notice to or consent of the Customer, assign to the benefit of a third party ("Assignee") its rights, title and interest, in whole and in part, to receive the Product Price and any other amounts payable by the Customer pursuant to the Schedule ("Assigned Payments"). The Assignee shall not be liable for or be required to perform any of the Supplier's or Product Vendor's obligations to Customer under or in connection with this Schedule, the Products or any Licence Agreement, such obligations being retained by Supplier and/or Product Vendor (as the case may be) each in their own capacity. For the avoidance of doubt, service credits, rebates or price reductions, if applicable, shall be independent of the Customer's obligation to pay the Product Price and shall not have the effect of reducing the Product Price payable. Customer's obligation to pay the Product Price and liability therefore is absolute and unconditional, and is separate and completely independent of the delivery, performance or quality of the Products and of any Licence Agreement the Customer may have with the Product Vendor or any other person and without limiting the foregoing, the Customer's obligation to pay the Product Price shall continue notwithstanding (and shall not be affected by, released and/or reduced as a result of) any of the following (each a "Relevant Event"): (a) any breach under or in connection with this Schedule, the Products or any Licence Agreement and/or any wrongful or negligent act or omission by or on behalf of the Supplier and/or the Product Vendor; (b) any dispute between the Product Vendor and/or the Supplier and the Customer; (c) any change or revision to this Schedule; (d) any termination or suspension of this Schedule in whole or in part for any reason whatsoever; (e) any accident or damage to and/or loss of any Product (or any function thereof) or the Customer being unable to use any Product, in each case for any reason whatsoever; and/or (f) any Event of Default. None of the foregoing shall affect any right the Customer may have to bring a claim in damages against the Supplier or the Product Vendors directly.
- 3 Events of Default**  
 The term "Event of Default" shall mean any one or more of the following: (a) Customer shall fail to pay any Product Price when due and such failure is not cured within 10 days; (b) Customer shall fail to perform any other covenant or agreement hereunder and such failure is not cured, if capable of being remedied, within 15 days after written notice from the Supplier; (c) Customer or any guarantor of Customer's obligations (each a "Guarantor") commence any action for relief under any laws relating to bankruptcy, insolvency, reorganization or relief of debtors or is otherwise unable to pay its debts as and when they fall due; (d) Customer shall enter into a merger or other transaction in which it is not the surviving entity, sell or transfer all or substantially all of its assets, or take any step to dissolve itself or be terminated; (e) there is a change in the ownership or control of the Customer, funding arrangements, business management or financial condition of the Customer that would have a material adverse effect on the Customer's ability or willingness to perform its obligations under this Schedule; or (f) any representation or warranty made by Customer to the Supplier in connection with this Schedule shall prove at any time to have been untrue or misleading in any material respect.
- 4 Remedies**  
 Upon the occurrence of any Event of Default, in whole or in part and for whatever reason, the Supplier (or Assignee, if applicable) may by notice to the Customer exercise any one or more of the following remedies: (a) declare all Product Price (or Assigned Payments, if applicable) due and unpaid on the date of Event of Default and all Product Price which would have fallen due on or after the date of Event of Default pursuant to Table A of this Schedule, accrued interest, late charges, taxes, and other amounts due under or in connection with this Schedule, to be immediately due and payable; (b) charge Customer interest on all Product Price (or Assigned Payments, if applicable) due to the Supplier (or Assignee, if applicable) at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, from the date of the Event of Default until paid in full (before and after judgment); (c) require Customer to cease use of all Product, delete all Software from Customer's computer systems and deliver all Hardware (and all documentation) to the Supplier at Customer's expense; (d) require payment of any costs incurred by the Supplier (or Assignee, if applicable) in terminating or replacing any funding arrangements entered into in connection with the provision of the Product (or provision of funds by the Assignee in connection with the assignment of rights contemplated hereunder, if applicable); and/or (e) require payment of any taxes applicable to any of the foregoing amounts (together "Termination Payment"). The Customer agrees that the Termination Payment is fair and reasonable, and is not a penalty.
- 5 Termination**  
 This Schedule shall terminate on receipt of all monies due from the Customer unless terminated earlier in accordance with this clause 5. Subject to this clause, neither party shall be entitled to terminate this Schedule prior to that date. Notwithstanding the foregoing, the Supplier (or Assignee, if applicable) may terminate this Schedule by notice to the Customer at any time after the occurrence of an Event of Default. Termination shall be without prejudice to the accrued rights and remedies of either party. In particular, the Customer's obligations set out in clauses 1, 2, 4, 6 and 7 of this Schedule shall survive any such termination of this agreement.
- 6 Indemnities**  
 The Customer unconditionally and irrevocably indemnifies the Supplier against liability, loss and reasonable costs, charges or expenses incurred in connection with: (a) an Event of Default; (b) any new legislation or change in any legislation or regulation, or any change in any ruling, guideline, directive or requirement issued by a governmental authority or body or any change in the interpretation of any such legislation or regulation, ruling, guideline, directive or requirement that affects this Schedule, the transactions under it, the Supplier's obligations under this Schedule or the Supplier's return under this Schedule; (c) the early termination of this Schedule; (d) any security interest provided under this Schedule not having its intended priority, failing to attach to the Product (if applicable), not being perfected, being void, illegal, invalid, unenforceable or of limited force and effect; (e) any claim or demand made by any third party in relation to the Product, including without limitation any claim for the infringement of a patent, trademark, copyright or other intellectual property right; (f) any steps taken by Supplier or the Assignee to administer, exercise, enforce or preserve any of its rights under this Schedule.
- 7 Ownership**  
 Ownership of Product which is Hardware remains with the Supplier until all amounts due from the Customer under this Schedule are received by the Supplier in clear funds.
- 8 Risk of Loss, Insurance**  
 Customer shall take out third-party insurance with a reputable insurer approved by the Supplier and accept responsibility for any loss or damage to the Hardware while in its possession.
- 9 Covenants**  
 Customer represents, warrants and covenants to the Supplier as of the date hereof, that: (a) Customer (and each Guarantor, if any): (i) is duly organized and validly existing under the laws of the state of its organization; (ii) has adequate power and capacity to enter into this Schedule and any other documents required to be delivered in connection herewith (hereinafter "Documents"); and (iii) holds each authorization and consent necessary for it to conduct its business as it is now being conducted; (b) the Documents have been duly authorized, executed and delivered by Customer and each Guarantor and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) Customer's payment obligations under this Schedule rank at least equally with all of its other unsecured and unsubordinated payment obligations, other than obligations that are mandatorily preferred by law; (d) Customer has disclosed to the Supplier all the information that is material to an assessment by the Supplier of the risks that it assumes by entering into this Schedule and the transactions under it; (e) Customer has not asserted against the Supplier, and has no basis to assert: (i) any set-offs, counterclaims or defences to Customer's obligation under this Schedule; or (ii) any claims in connection with the Products; (f) Customer has not received or been promised any credits, rebates, refunds or other compensation, in cash or in kind, with respect to the purchase of the Products, except as disclosed to the Supplier; and (g) Customer shall keep the Products free of all liens and encumbrances, except for the rights of Product Vendor and any Assignee.
- 10 PPSA**  
 As security for Customer's obligations under this Schedule, Customer grants to Supplier a security interest in the Products. The Supplier may, at the Supplier's expense, apply for any registration, or give any notification, in connection with any security interest for the purposes of the PPSA, and for whatever class of collateral Supplier thinks fit. The Customer consents to any registration or notification by the Supplier and agrees not to make an amendment demand. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Customer agrees that the Supplier need not comply with sections 95, 118, 121(4), 125, 130, 132(3) (d) and 132(4) of the PPSA, or any other provision of the PPSA notified to the Customer by Supplier after the date of this Schedule, and the Customer may not exercise any rights under sections 142 and 143 of the PPSA, to the extent that the law permits these provisions, rights and requirements to be excluded. Whenever the Supplier or the Assignee reasonably requests Customer to do anything: (a) to ensure that this Schedule or any security interest is fully effective, enforceable and perfected with the contemplated priority; (b) for more satisfactorily assuring or securing to the Supplier or the Assignee the property the subject of any such security interest in a manner consistent with this Schedule; or (c) for aiding the exercise of any power in this Schedule, the Customer shall do it promptly at its own cost. For the purposes of this clause, PPSA means the Personal Property Securities Act 2009 (Cwlth).
- 11 Choice of Law**  
 This Schedule and any non-contractual obligations arising out of or in connection with it are governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdictions of the Courts of New South Wales and Courts of Appeal from them.
- 12 Waivers**  
 Customer shall not be discharged from its obligations hereunder except by payment and performance in full of all such obligations.
- 13 Entire Agreement**  
 This Schedule contains the entire agreement between Customer and the Supplier relating to the subject matter hereof. No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Schedule. Any wording of this Schedule held unenforceable in any jurisdiction shall be deemed deleted to the extent of such unenforceability without invalidating the remaining wording and/or provisions of this Schedule.



1300 048 447

info@iugis.com

iugis.com

Level 5

141 Walker Street

North Sydney, NSW 2060

1 of 3

IPS.Version1 / Nov.2019

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Agreement To. \_\_\_\_\_

Agreement No. \_\_\_\_\_

Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR00401	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00402	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00403	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00404	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00405	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00406	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00407	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00408	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00409	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00410	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00411	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00412	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00413	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00414	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00415	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR00425	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00426	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00427	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00430	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR00431	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91213	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91214	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91215	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91216	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91218	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91219	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91220	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91221	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91226	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91227	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR91228	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91229	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91230	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91231	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91232	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91234	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91235	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91242	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91243	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91244	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91245	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91246	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91247	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91248	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91249	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91250	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91251	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91252	19 McDonald Road, Brooklyn VIC 3025

Agreement To. \_\_\_\_\_

Agreement No. \_\_\_\_\_

lugis Congo 500	IG5001GR91253	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91254	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91255	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91256	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR91257	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91258	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91259	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91260	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91261	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91262	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91263	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91264	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91265	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91266	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91267	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91268	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91269	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91270	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91271	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91272	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91273	166 Boundary Road, Rockleah QLD 4106
lugis Congo 500	IG5001GR91274	166 Boundary Road, Rockleah QLD 4106
lugis Tongass 250	IG2501GR25290	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR25291	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR25292	95 Kennedy Drive, Cambridge TAS 7170
lugis Tongass 250	IG2501GR25293	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25294	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25295	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25296	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25297	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25298	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25299	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25300	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25301	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25302	14 Monash Gate, Jandakot WA 6163
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lugis Tongass 250	IG2501GR25306	14 Monash Gate, Jandakot WA 6163
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lugis Tongass 250	IG2501GR25311	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25312	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25313	14 Monash Gate, Jandakot WA 6163
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lugis Tongass 250	IG2501GR25315	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25317	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25318	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25319	14 Monash Gate, Jandakot WA 6163




Agreement To. \_\_\_\_\_

Agreement No. \_\_\_\_\_

lugis Tongass 250	IG2501GR25320	14 Monash Gate, Jandakot WA 6163
lugis Tongass 250	IG2501GR25321	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR25322	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR25323	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR25324	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR25325	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR25326	34 Lidco Street, Arndell Park, NSW 2148
lugis Tongass 250	IG2501GR25328	34 Lidco Street, Arndell Park, NSW 2148
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lugis Tongass 250	IG2501GR25332	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00690	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00691	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00692	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00693	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00694	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00695	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00696	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00697	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00698	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00699	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00700	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00701	34 Lidco Street, Arndell Park, NSW 2148
lugis Sagano 150	IG1501GR00702	34 Lidco Street, Arndell Park, NSW 2148

**Customer's Signature**

Signed for and on behalf of: Veolia Environmental Services (Australia) Pty Ltd  
 ABN: 20 051 316 584  
 Signature:   
 Name of Signatory: PREET BRAR  
 Title of Signatory: CFO Date: 1<sup>st</sup> March 2021

## Exhibit Certificate

Federal Court of Australia

No            of 2021

District Registry: New South Wales

Division: Commercial and Corporations

**Societe Generale (ABN 71 092 516 286)**

Applicant

**Forum Finance Pty Limited (ACN 153 301 172)**

First Respondent

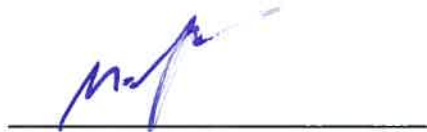
AND

**Basile Papadimitriou (also known as Bill Papas)**

Second Respondent

This is the exhibit marked "**GB-2**" referred to in the affidavit of Gurpreet Brar sworn before me on 1 July 2021.

Signature of witness



Name of witness

Matthew Youssef

Address of witness

Level 11, Martin Place, Sydney NSW 2000

Capacity of witness

Solicitor

# Notice of Assignment

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To: Veolia Environmental Services (Australia) Pty Ltd ABN 20 051 316 584 (**Debtor**)

From: Forum Finance Pty Limited ACN 153 301 172 (**Seller**)

Date: 6<sup>th</sup> May 2021

We refer to the Payment Schedule dated 28<sup>th</sup> April 2021 between the Debtor and Seller (as amended from time to time) (**Contract**).

## 1. Notice of Assignment of Receivables

The Seller hereby notifies the Debtor that it has assigned to Societe Generale, Sydney Branch ABN 71 092 516 286 (**Purchaser**) of all its rights, title, benefit and interest in and to the account receivables evidenced by the attached Payment Schedules [set out below], together with any obligation of the Debtor to pay default or other interest, to pay finance charges or to satisfy other liabilities under the Contract (**Receivables**):

Payment Schedule Number	Payment Schedule Date	Face Value of Payment Schedule	Maturity Date
	28 <sup>th</sup> April 2021 – refer to attached Payment Schedule		

## 1. Payment direction

As assignee of the Receivables, the Purchaser is therefore entitled to collect or recover for its own account the sums due by the Debtor in respect of each such Receivable and the Debtor is hereby irrevocably instructed to pay all sums becoming due and payable under or in connection with the Receivables to the Seller, unless otherwise instructed to the Debtor by the Purchaser (which may be given by the Purchaser to the Debtor in the Purchaser's absolute discretion and for any reason whatsoever).

## 2. Revocation of notice and payment direction

Without prejudice to paragraph 1 above, the Purchaser may at any time give the Debtor notice that the Purchaser has not proceeded to purchase or has re-assigned any of the Receivables to the Seller (such Receivables being the **Re-assigned Receivables**).

From the date of receipt of such notice, this Notice of Assignment (including, without limitation, the payment direction in paragraph 1 above) will no longer apply to any Re-assigned Receivable and the Debtor must pay all amounts in respect of the Re-assigned Receivables to the Seller in accordance with the Contract or as directed by the Seller in writing.

**Signed** for and on behalf of

**Forum Finance Pty Limited ACN 153 301 172**

by its authorised signatory:



---

Basile Papadimitriou  
Name

**Acknowledged** for and on behalf of

**Veolia Environmental Services (Australia) Pty Ltd ABN 20 251 316 584**

by its authorised signatory:



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Preet Brar  
Name

Forum Finance Pty Ltd. ABN 16 153 301 172 of Level 5, 141 Walker Street, North Sydney NSW 2060 (the "owner") enters into this Agreement with:

**Customer Details**

Reference No. \_\_\_\_\_

Customer Name Veolia Environmental Services (Australia) Pty Ltd

Trading Name \_\_\_\_\_ ABN 20 051 316 584

Address Level 4, Pirrama Road, Pyrmont, Sydney, NSW Postcode 2009

This is a Payment Schedule dated 28th April 2021 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and Veolia Environmental Services (Australia) Pty Ltd (**Customer**).

In the event of a conflict between the terms of this Schedule and the terms of any software license, product warranty or service agreement between the product vendor(s) shown in Table A (**Product Vendor(s)**) and Customer (**Licence Agreement**), applicable to the Products in this Schedule, the terms of this Schedule shall take priority and prevail. This Schedule, once accepted by the Supplier returning an executed copy of the Schedule, constitutes a binding contract subject to the terms and conditions in Annexure A.

**Product Description** (Table A)

The items described below are the software and/or hardware products the subject of this Schedule (Products):

**Software**

Software Vendor	Software Description
N/A	

**Hardware**

Hardware Vendor	Hardware Description
Organic Waste Digestors	Refer to Annexure (A)

**Product Price and Payment Terms** (Table B)

Date	Installment Amount	GST	Amount Inc GST
5th May 2021	\$46,800.00	\$4,680.00	\$51,480.00
59 subsequent payments monthly	\$46,800.00	\$4,680.00	\$51,480.00
		<b>Product Price</b>	<b>\$3,088,800.00</b>

# Payment Schedule



## Product Price and Payment Terms, Cont...

On acceptance of delivery of the Products by Customer the Customer irrevocably acknowledges and agrees that:

- The Product Price shown in Table B is incurred on acceptance of delivery of the Products by Customer and Customer irrevocably commits to paying the Product Price in all circumstances and that its obligation to pay the Product Price is absolute and unconditional from the date of acceptance of delivery of the Products.
- Subject to the provisions in **Annexure A**, the Product Price is payable by installments in the amounts (**Installment Amount**) and on the due dates set out in **Table B** above.

Customer hereby agrees to all terms and conditions of this Schedule (including the terms and conditions attached hereto as Annexure A).

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Schedule to be duly executed by their authorized representatives.

Customer	Veolia Environmental Services (Australia) Pty Ltd	Supplier	Forum Finance Pty Ltd
By		By	
Print Name	Preet Brar	Name	Bill Papas
Title	Chief Financial Officer	Title	Chief Executive Officer



# Payment Schedule

## 1 Product Price

(a) The Product Price shall be due and payable as shown in Table B of this Schedule and (b) Customer shall pay the Product Price in the instalments and on the due dates set out in Table B of this Schedule in full in cleared funds without any abatement, set-off, withholding, defense or counterclaim for any reason whatsoever (including, but not limited to, a force majeure event). The Supplier will issue a separate tax invoice to the Customer for payment of any instalment before its due date but any failure by the Supplier to issue the separate tax invoice does not affect the Customer's obligation to pay the instalments on the due dates as set out in Table B.

## 2 Assignment

CUSTOMER MAY NOT ASSIGN, NOVATE OR GRANT AN ENCUMBRANCE THIS SCHEDULE OR THE RIGHTS AND/OR OBLIGATIONS HEREUNDER, NOR SHALL THE CUSTOMER ENCUMBER, LEASE OR LEND THE PRODUCTS OR SUBMIT THEM TO BE USED BY ANYONE OTHER THAN CUSTOMER'S EMPLOYEES OR AGENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUPPLIER. The Customer agrees that the Supplier may, without notice to or consent of the Customer, assign to the benefit of a third party ("Assignee") its rights, title and interest, in whole and in part, to receive the Product Price and any other amounts payable by the Customer pursuant to the Schedule ("Assigned Payments"). The Assignee shall not be liable for or be required to perform any of the Supplier's or Product Vendor's obligations to Customer under or in connection with this Schedule, the Products or any Licence Agreement, such obligations being retained by Supplier and/or Product Vendor (as the case may be) each in their own capacity. For the avoidance of doubt, service credits, rebates or price reductions, if applicable, shall be independent of the Customer's obligation to pay the Product Price and shall not have the effect of reducing the Product Price payable. Customer's obligation to pay the Product Price and liability therefore is absolute and unconditional, and is separate and completely independent of the delivery, performance or quality of the Products and of any Licence Agreement the Customer may have with the Product Vendor or any other person and without limiting the foregoing, the Customer's obligation to pay the Product Price shall continue notwithstanding (and shall not be affected by, released and/or reduced as a result of) any of the following (each a "Relevant Event"): (a) any breach under or in connection with this Schedule, the Products or any Licence Agreement and/or any wrongful or negligent act or omission by or on behalf of the Supplier and/or the Product Vendor; (b) any dispute between the Product Vendor and/or the Supplier and the Customer; (c) any change or revision to this Schedule; (d) any termination or suspension of this Schedule in whole or in part for any reason whatsoever; (e) any accident or damage to and/or loss of any Product (or any function thereof) or the Customer being unable to use any Product, in each case for any reason whatsoever; and/or (f) any Event of Default. None of the foregoing shall affect any right the Customer may have to bring a claim in damages against the Supplier or the Product Vendors directly.

## 3 Events of Default

The term "Event of Default" shall mean any one or more of the following: (a) Customer shall fail to pay any Product Price when due and such failure is not cured within 10 days; (b) Customer shall fail to perform any other covenant or agreement hereunder and such failure is not cured, if capable of being remedied, within 15 days after written notice from the Supplier; (c) Customer or any guarantor of Customer's obligations (each a "Guarantor") commence any action for relief under any laws relating to bankruptcy, insolvency, reorganization or relief of debtors or is otherwise unable to pay its debts as and when they fall due; (d) Customer shall enter into a merger or other transaction in which it is not the surviving entity, sell or transfer all or substantially all of its assets, or take any step to dissolve itself or be terminated; (e) there is a change in the ownership or control of the Customer, funding arrangements, business management or financial condition of the Customer that would have a material adverse effect on the Customer's ability or willingness to perform its obligations under this Schedule; or (f) any representation or warranty made by Customer to the Supplier in connection with this Schedule shall prove at any time to have been untrue or misleading in any material respect.

## 4 Remedies

Upon the occurrence of any Event of Default, in whole or in part and for whatever reason, the Supplier (or Assignee, if applicable) may by notice to the Customer exercise any one or more of the following remedies: (a) declare all Product Price (or Assigned Payments, if applicable) due and unpaid on the date of Event of Default and all Product Price which would have fallen due on or after the date of Event of Default pursuant to Table A of this Schedule, accrued interest, late charges, taxes, and other amounts due under or in connection with this Schedule, to be immediately due and payable; (b) charge Customer interest on all Product Price (or Assigned Payments, if applicable) due to the Supplier (or Assignee, if applicable) at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, from the date of the Event of Default until paid in full (before and after judgment); (c) require Customer to cease use of all Product, delete all Software from Customer's computer systems and deliver all Hardware (and all documentation) to the Supplier at Customer's expense; (d) require payment of any costs incurred by the Supplier (or Assignee, if applicable) in terminating or replacing any funding arrangements entered into in connection with the provision of the Product (or provision of funds by the Assignee in connection with the assignment of rights contemplated hereunder, if applicable); and/or (e) require payment of any taxes applicable to any of the foregoing amounts (together "Termination Payment"). The Customer agrees that the Termination Payment is fair and reasonable, and is not a penalty.

## 5 Termination

This Schedule shall terminate on receipt of all monies due from the Customer unless terminated earlier in accordance with this clause 5. Subject to this clause, neither party shall be entitled to terminate this Schedule prior to that date. Notwithstanding the foregoing, the Supplier (or Assignee, if applicable) may terminate this Schedule by notice to the Customer at any time after the occurrence of an Event of Default. Termination shall be without prejudice to the accrued rights and remedies of either party. In particular, the Customer's obligations set out in clauses 1, 2, 4, 6 and 7 of this Schedule shall survive any such termination of this agreement.

## 6 Indemnities

The Customer unconditionally and irrevocably indemnifies the Supplier against liability, loss and reasonable costs, charges or expenses incurred in connection with: (a) an Event of Default; (b) any new legislation or change in any legislation or regulation, or any change in any ruling, guideline, directive or requirement issued by a governmental authority or body or any change in the interpretation of any such legislation or regulation, ruling, guideline, directive or requirement that affects this Schedule, the transactions under it, the Supplier's obligations under this Schedule or the Supplier's return under this Schedule; (c) the early termination of this Schedule; (d) any security interest provided under this Schedule not having its intended priority, failing to attach to the Product (if applicable), not being perfected, being void, illegal, invalid, unenforceable or of limited force and effect; (e) any claim or demand made by any third party in relation to the Product, including without limitation any claim for the infringement of a patent, trademark, copyright or other intellectual property right; (f) any steps taken by Supplier or the Assignee to administer, exercise, enforce or preserve any of its rights under this Schedule.

## 7 Ownership

Ownership of Product which is Hardware remains with the Supplier until all amounts due from the Customer under this Schedule are received by the Supplier in clear funds.

## 8 Risk of Loss, Insurance

Customer shall take out third-party insurance with a reputable Insurer approved by the Supplier and accept responsibility for any loss or damage to the Hardware while in its possession.

## 9 Covenants

Customer represents, warrants and covenants to the Supplier as to the date hereof, that: (a) Customer (and each Guarantor, if any): (i) is duly organized and validly existing under the laws of the state of its organization; (ii) has adequate power and capacity to enter into this Schedule and any other documents required to be delivered in connection herewith (hereinafter "Documents"); and (iii) holds each authorization and consent necessary for it to conduct its business as it is now being conducted; (b) the Documents have been duly authorized, executed and delivered by Customer and each Guarantor and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) Customer's payment obligations under this Schedule rank at least equally with all of its other unsecured and unsubordinated payment obligations, other than obligations that are mandatorily preferred by law; (d) Customer has disclosed to the Supplier all the information that is material to an assessment by the Supplier of the risks that it assumes by entering into this Schedule and the transactions under it; (e) Customer has not asserted against the Supplier, and has no basis to assert: (i) any set-offs, counterclaims or defences to Customer's obligation under this Schedule; or (ii) any claims in connection with the Products; (f) Customer has not received or been promised any credits, rebates, refunds or other compensation, in cash or in kind, with respect to the purchase of the Products, except as disclosed to the Supplier; and (g) Customer shall keep the Products free of all liens and encumbrances, except for the rights of Product Vendor and any Assignee.

## 10 PPSA

As security for Customer's obligations under this Schedule, Customer grants to Supplier a security interest in the Products. The Supplier may, at the Supplier's expense, apply for any registration, or give any notification, in connection with any security interest for the purposes of the PPSA, and for whatever class of collateral Supplier thinks fit. The Customer consents to any registration or notification by the Supplier and agrees not to make an amendment demand. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Customer agrees that the Supplier need not comply with sections 95, 118, 121(4), 125, 130, 132(3) (d) and 132(4) of the PPSA, or any other provision of the PPSA notified to the Customer by Supplier after the date of this Schedule, and the Customer may not exercise any rights under sections 142 and 143 of the PPSA, to the extent that the law permits these provisions, rights and requirements to be excluded. Whenever the Supplier or the Assignee reasonably requests Customer to do anything: (a) to ensure that this Schedule or any security interest is fully effective, enforceable and perfected with the contemplated priority; (b) for more satisfactorily assuring or securing to the Supplier or the Assignee the property the subject of any such security interest in a manner consistent with this Schedule; or (c) for aiding the exercise of any power in this Schedule, the Customer shall do it promptly at its own cost.

For the purposes of this clause, PPSA means the Personal Property Securities Act 2009 (Cwth).

## 11 Choice of Law

This Schedule and any non-contractual obligations arising out of or in connection with it are governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdictions of the Courts of New South Wales and Courts of Appeal from them.

## 12 Waivers

Customer shall not be discharged from its obligations hereunder except by payment and performance in full of all such obligations.

## 13 Entire Agreement

This Schedule contains the entire agreement between Customer and the Supplier relating to the subject matter hereof. No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Schedule. Any wording of this Schedule held unenforceable in any jurisdiction shall be deemed deleted to the extent of such unenforceability without invalidating the remaining wording and/or provisions of this Schedule.

Agreement To. \_\_\_\_\_

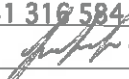
Agreement No. \_\_\_\_\_

Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR01149	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01150	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01151	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01152	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01153	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01154	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01155	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01156	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01157	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01158	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01159	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01170	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01171	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR93639	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR93640	14 Monash Gate, Jandakot WA 6163
lugis Congo 500	IG5001GR93645	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR93646	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR93647	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR93648	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR93649	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR93650	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR93651	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR93652	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR93653	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR93654	34 Lidco Street, Arndell Park, NSW 2148

Customer's Signature

Signed for and on behalf of: Veolia Environmental Services (Australia) Pty Ltd

ABN: 20 051 316 584

Signature: 

Name of Signatory: PREET BRAR

Title of Signatory: CFO Date: 28<sup>th</sup> April 2021



## Exhibit Certificate

Federal Court of Australia

No            of 2021

District Registry: New South Wales

Division: Commercial and Corporations

**Societe Generale (ABN 71 092 516 286)**

Applicant

**Forum Finance Pty Limited (ACN 153 301 172)**

First Respondent

AND

**Basile Papadimitriou (also known as Bill Papas)**

Second Respondent

This is the exhibit marked "**GB-3**" referred to in the affidavit of Gurpreet Brar sworn before me on 1 July 2021.

Signature of witness



Name of witness

Matthew Youssef

Address of witness

Level 11, Martin Place, Sydney NSW 2000

Capacity of witness

Solicitor

## Notice of Assignment

---

To: Veolia Environmental Services (Australia) Pty Ltd ABN 20 051 316 584 (**Debtor**)

From: Forum Finance Pty Limited ACN 153 301 172 (**Seller**)

Date: 24<sup>th</sup> May 2021

We refer to the Payment Schedule dated 14th May 2021 between the Debtor and Seller (as amended from time to time) (**Contract**).

### 1. Notice of Assignment of Receivables

The Seller hereby notifies the Debtor that it has assigned to Societe Generale, Sydney Branch ABN 71 092 516 286 (**Purchaser**) of all its rights, title, benefit and interest in and to the account receivables evidenced by the attached Payment Schedules [set out below] , together with any obligation of the Debtor to pay default or other interest, to pay finance charges or to satisfy other liabilities under the Contract (**Receivables**):

Payment Schedule Number	Payment Schedule Date	Face Value of Payment Schedule	Maturity Date
	14 <sup>th</sup> May 2021 – refer to attached Payment Schedule		

### 1. Payment direction

As assignee of the Receivables, the Purchaser is therefore entitled to collect or recover for its own account the sums due by the Debtor in respect of each such Receivable and the Debtor is hereby irrevocably instructed to pay all sums becoming due and payable under or in connection with the Receivables to the Seller, unless otherwise instructed to the Debtor by the Purchaser (which may be given by the Purchaser to the Debtor in the Purchaser's absolute discretion and for any reason whatsoever).

### 2. Revocation of notice and payment direction

Without prejudice to paragraph 12 above, the Purchaser may at any time give the Debtor notice that the Purchaser has not proceeded to purchase or has re-assigned any of the Receivables to the Seller (such Receivables being the **Re-assigned Receivables**).

From the date of receipt of such notice, this Notice of Assignment (including, without limitation, the payment direction in paragraph 12 above) will no longer apply to any Re-assigned Receivable and the Debtor must pay all amounts in respect of the Re-assigned Receivables to the Seller in accordance with the Contract or as directed by the Seller in writing.

**Signed** for and on behalf of

**Forum Finance Pty Limited ACN 153 301 172**

by its authorised signatory:



---

Basile Papadimitriou  
Name

**Acknowledged** for and on behalf of

**Veolia Environmental Services (Australia) Pty Ltd ABN 20 251 316 584**

by its authorised signatory:



---

Preet Brar  
Name

# Payment Schedule

Forum Finance Pty Ltd, ABN 16 153 301 172 of Level 5, 141 Walker Street, North Sydney NSW 2060 (the "owner") enters into this Agreement with:

## Customer Details

Reference No. \_\_\_\_\_

Customer Name Veolia Environmental Services (Australia) Pty Ltd

Trading Name \_\_\_\_\_ ABN 20 051 316 584

Address Level 4, Pirrama Road, Pyrmont, Sydney, NSW Postcode 2009

This is a Payment Schedule dated 14th May 2021 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier** and Veolia Environmental Services (Australia) Pty Ltd (**Customer**).

In the event of a conflict between the terms of this Schedule and the terms of any software license, product warranty or service agreement between the product vendor(s) shown in Table A (**Product Vendor(s)**) and Customer (**Licence Agreement**), applicable to the Products in this Schedule, the terms of this Schedule shall take priority and prevail. This Schedule, once accepted by the Supplier returning an executed copy of the Schedule, constitutes a binding contract subject to the terms and conditions in Annexure A.

## Product Description (Table A)

The items described below are the software and/or hardware products the subject of this Schedule (Products):

### Software

Software Vendor	Software Description
N/A	

### Hardware

Hardware Vendor	Hardware Description
Organic Waste Digestors	Refer to Annexure (A)

## Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
14th May 2021	\$52,200.00	\$5,220.00	\$57,420.00
59 subsequent payments monthly	\$52,200.00	\$5,220.00	\$57,420.00
		<b>Product Price</b>	<b>\$3,445,200.00</b>

# Payment Schedule


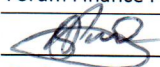
## Product Price and Payment Terms, Cont...

On acceptance of delivery of the Products by Customer the Customer irrevocably acknowledges and agrees that:

- The Product Price shown in Table B is incurred on acceptance of delivery of the Products by Customer and Customer irrevocably commits to paying the Product Price in all circumstances and that its obligation to pay the Product Price is absolute and unconditional from the date of acceptance of delivery of the Products.
- Subject to the provisions in **Annexure A**, the Product Price is payable by installments in the amounts (**Installment Amount**) and on the due dates set out in **Table B** above.

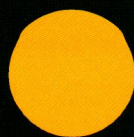
Customer hereby agrees to all terms and conditions of this Schedule (including the terms and conditions attached hereto as Annexure A).

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Schedule to be duly executed by their authorized representatives.

Customer	_____	Supplier	_____
	Veolia Environmental Services (Australia) Pty Ltd		Forum Finance Pty Ltd
By	_____	By	_____
			
Print Name	_____	Name	_____
	Preet Brar		Bill Papas
Title	_____	Title	_____
	Chief Financial Officer		Chief Executive Officer

## Payment Schedule

- 1 Product Price**  
 (a) The Product Price shall be due and payable as shown in Table B of this Schedule and (b) Customer shall pay the Product Price in the instalments and on the due dates set out in Table B of this Schedule in full in cleared funds without any abatement, set-off, withholding, defense or counterclaim for any reason whatsoever (including, but not limited to, a force majeure event). The Supplier will issue a separate tax invoice to the Customer for payment of any instalment before its due date but any failure by the Supplier to issue the separate tax invoice does not affect the Customer's obligation to pay the instalments on the due dates as set out in Table B.
- 2 Assignment**  
 CUSTOMER MAY NOT ASSIGN, NOVATE OR GRANT AN ENCUMBRANCE THIS SCHEDULE OR THE RIGHTS AND/OR OBLIGATIONS HEREUNDER, NOR SHALL THE CUSTOMER ENCUMBER, LEASE OR LEND THE PRODUCTS OR SUBMIT THEM TO BE USED BY ANYONE OTHER THAN CUSTOMER'S EMPLOYEES OR AGENTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE SUPPLIER. The Customer agrees that the Supplier may, without notice to or consent of the Customer, assign to the benefit of a third party ("Assignee") its rights, title and interest, in whole and in part, to receive the Product Price and any other amounts payable by the Customer pursuant to the Schedule ("Assigned Payments"). The Assignee shall not be liable for or be required to perform any of the Supplier's or Product Vendor's obligations to Customer under or in connection with this Schedule, the Products or any Licence Agreement, such obligations being retained by Supplier and/or Product Vendor (as the case may be) each in their own capacity. For the avoidance of doubt, service credits, rebates or price reductions, if applicable, shall be independent of the Customer's obligation to pay the Product Price and shall not have the effect of reducing the Product Price payable. Customer's obligation to pay the Product Price and liability therefore is absolute and unconditional, and is separate and completely independent of the delivery, performance or quality of the Products and of any Licence Agreement the Customer may have with the Product Vendor or any other person and without limiting the foregoing, the Customer's obligation to pay the Product Price shall continue notwithstanding (and shall not be affected by, released and/or reduced as a result of) any of the following (each a "Relevant Event"): (a) any breach under or in connection with this Schedule, the Products or any Licence Agreement and/or any wrongful or negligent act or omission by or on behalf of the Supplier and/or the Product Vendor; (b) any dispute between the Product Vendor and/or the Supplier and the Customer; (c) any change or revision to this Schedule; (d) any termination or suspension of this Schedule in whole or in part for any reason whatsoever; (e) any accident or damage to and/or loss of any Product (or any function thereof) or the Customer being unable to use any Product, in each case for any reason whatsoever, and/or (f) any Event of Default. None of the foregoing shall affect any right the Customer may have to bring a claim in damages against the Supplier or the Product Vendors directly.
- 3 Events of Default**  
 The term "Event of Default" shall mean any one or more of the following: (a) Customer shall fail to pay any Product Price when due and such failure is not cured within 10 days; (b) Customer shall fail to perform any other covenant or agreement hereunder and such failure is not cured, if capable of being remedied, within 15 days after written notice from the Supplier; (c) Customer or any guarantor of Customer's obligations (each a "Guarantor") commence any action for relief under any laws relating to bankruptcy, insolvency, reorganization or relief of debtors or is otherwise unable to pay its debts as and when they fall due; (d) Customer shall enter into a merger or other transaction in which it is not the surviving entity, sell or transfer all or substantially all of its assets, or take any step to dissolve itself or be terminated; (e) there is a change in the ownership or control of the Customer, funding arrangements, business management or financial condition of the Customer that would have a material adverse effect on the Customer's ability or willingness to perform its obligations under this Schedule; or (f) any representation or warranty made by Customer to the Supplier in connection with this Schedule shall prove at any time to have been untrue or misleading in any material respect.
- 4 Remedies**  
 Upon the occurrence of any Event of Default, in whole or in part and for whatever reason, the Supplier (or Assignee, if applicable) may by notice to the Customer exercise any one or more of the following remedies: (a) declare all Product Price (or Assigned Payments, if applicable) due and unpaid on the date of Event of Default and all Product Price which would have fallen due on or after the date of Event of Default pursuant to Table A of this Schedule, accrued interest, late charges, taxes, and other amounts due under or in connection with this Schedule, to be immediately due and payable; (b) charge Customer interest on all Product Price (or Assigned Payments, if applicable) due to the Supplier (or Assignee, if applicable) at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, from the date of the Event of Default until paid in full (before and after judgment); (c) require Customer to cease use of all Product, delete all Software from Customer's computer systems and deliver all Hardware (and all documentation) to the Supplier at Customer's expense; (d) require payment of any costs incurred by the Supplier (or Assignee, if applicable) in terminating or replacing any funding arrangements entered into in connection with the provision of the Product (or provision of funds by the Assignee in connection with the assignment of rights contemplated hereunder, if applicable); and/or (e) require payment of any taxes applicable to any of the foregoing amounts (together "Termination Payment"). The Customer agrees that the Termination Payment is fair and reasonable, and is not a penalty.
- 5 Termination**  
 This Schedule shall terminate on receipt of all monies due from the Customer unless terminated earlier in accordance with this clause 5. Subject to this clause, neither party shall be entitled to terminate this Schedule prior to that date. Notwithstanding the foregoing, the Supplier (or Assignee, if applicable) may terminate this Schedule by notice to the Customer at any time after the occurrence of an Event of Default. Termination shall be without prejudice to the accrued rights and remedies of either party. In particular, the Customer's obligations set out in clauses 1, 2, 4, 6 and 7 of this Schedule shall survive any such termination of this agreement.
- 6 Indemnities**  
 The Customer unconditionally and irrevocably indemnifies the Supplier against liability, loss and reasonable costs, charges or expenses incurred in connection with: (a) an Event of Default; (b) any new legislation or change in any legislation or regulation, or any change in any ruling, guideline, directive or requirement issued by a governmental authority or body or any change in the interpretation of any such legislation or regulation, ruling, guideline, directive or requirement that affects this Schedule, the transactions under it, the Supplier's obligations under this Schedule or the Supplier's return under this Schedule; (c) the early termination of this Schedule; (d) any security interest provided under this Schedule not having its intended priority, failing to attach to the Product (if applicable), not being perfected, being void, illegal, invalid, unenforceable or of limited force and effect; (e) any claim or demand made by any third party in relation to the Product, including without limitation any claim for the infringement of a patent, trademark, copyright or other intellectual property right; (f) any steps taken by Supplier or the Assignee to administer, exercise, enforce or preserve any of its rights under this Schedule.
- 7 Ownership**  
 Ownership of Product which is Hardware remains with the Supplier until all amounts due from the Customer under this Schedule are received by the Supplier in clear funds.
- 8 Risk of Loss, Insurance**  
 Customer shall take out third-party insurance with a reputable insurer approved by the Supplier and accept responsibility for any loss or damage to the Hardware while in its possession.
- 9 Covenants**  
 Customer represents, warrants and covenants to the Supplier as of the date hereof, that: (a) Customer (and each Guarantor, if any): (i) is duly organized and validly existing under the laws of the state of its organization; (ii) has adequate power and capacity to enter into this Schedule and any other documents required to be delivered in connection herewith (hereinafter "Documents"); and (iii) holds each authorization and consent necessary for it to conduct its business as it is now being conducted; (b) the Documents have been duly authorized, executed and delivered by Customer and each Guarantor and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) Customer's payment obligations under this Schedule rank at least equally with all of its other unsecured and unsubordinated payment obligations, other than obligations that are mandatorily preferred by law; (d) Customer has disclosed to the Supplier all the information that is material to an assessment by the Supplier of the risks that it assumes by entering into this Schedule and the transactions under it; (e) Customer has not asserted against the Supplier, and has no basis to assert: (i) any set-offs, counterclaims or defences to Customer's obligation under this Schedule; or (ii) any claims in connection with the Products; (f) Customer has not received or been promised any credits, rebates, refunds or other compensation, in cash or in kind, with respect to the purchase of the Products, except as disclosed to the Supplier; and (g) Customer shall keep the Products free of all liens and encumbrances, except for the rights of Product Vendor and any Assignee.
- 10 PPSA**  
 As security for Customer's obligations under this Schedule, Customer grants to Supplier a security interest in the Products. The Supplier may, at the Supplier's expense, apply for any registration, or give any notification, in connection with any security interest for the purposes of the PPSA, and for whatever class of collateral Supplier thinks fit. The Customer consents to any registration or notification by the Supplier and agrees not to make an amendment demand. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Supplier need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded. The Customer agrees that the Supplier need not comply with sections 95, 118, 121(4), 125, 130, 132(3) (d) and 132(4) of the PPSA, or any other provision of the PPSA notified to the Customer by Supplier after the date of this Schedule, and the Customer may not exercise any rights under sections 142 and 143 of the PPSA, to the extent that the law permits these provisions, rights and requirements to be excluded. Whenever the Supplier or the Assignee reasonably requests Customer to do anything: (a) to ensure that this Schedule or any security interest is fully effective, enforceable and perfected with the contemplated priority; (b) for more satisfactory assuring or securing to the Supplier or the Assignee the property the subject of any such security interest in a manner consistent with this Schedule; or (c) for aiding the exercise of any power in this Schedule, the Customer shall do it promptly at its own cost. For the purposes of this clause, PPSA means the Personal Property Securities Act 2009 (Cwlth).
- 11 Choice of Law**  
 This Schedule and any non-contractual obligations arising out of or in connection with it are governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdictions of the Courts of New South Wales and Courts of Appeal from them.
- 12 Waivers**  
 Customer shall not be discharged from its obligations hereunder except by payment and performance in full of all such obligations.
- 13 Entire Agreement**  
 This Schedule contains the entire agreement between Customer and the Supplier relating to the subject matter hereof. No agreements or understandings shall be binding on the parties hereto unless set forth in writing and signed by the parties. Time is of the essence in this Schedule. Any wording of this Schedule held unenforceable in any jurisdiction shall be deemed deleted to the extent of such unenforceability without invalidating the remaining wording and/or provisions of this Schedule.



1300 048 447

info@iugis.com

iugis.com

Level 5

141 Walker Street

North Sydney, NSW 2060

1 of 3

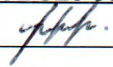
IPS.Version1 / Nov 2015

Agreement To. \_\_\_\_\_

Agreement No. \_\_\_\_\_

Product Description	Serial No.	Location Address
lugis Amazon 1000	IG1001GR01176	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01177	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01178	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01179	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01180	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01181	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01182	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01183	19 McDonald Road, Brooklyn VIC 3025
lugis Amazon 1000	IG1001GR01184	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01185	14 Monash Gate, Jandakot WA 6163
lugis Amazon 1000	IG1001GR01191	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01192	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01193	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01194	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01195	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01196	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01197	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01198	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01199	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01200	34 Lidco Street, Arndell Park, NSW 2148
lugis Amazon 1000	IG1001GR01201	34 Lidco Street, Arndell Park, NSW 2148
lugis Congo 500	IG5001GR95027	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95028	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95029	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95030	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95031	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95032	19 McDonald Road, Brooklyn VIC 3025
lugis Congo 500	IG5001GR95033	19 McDonald Road, Brooklyn VIC 3025

**Customer's Signature**

Signed for and on behalf of: Veolia Environmental Services (Australia) Pty Ltd  
 ABN: 20 051 316 584  
 Signature:   
 Name of Signatory: PREET BRAR  
 Title of Signatory: CFO

Date: 14<sup>th</sup> April 2021 **20**

## Exhibit Certificate

Federal Court of Australia

No            of 2021

District Registry: New South Wales

Division: Commercial and Corporations

**Societe Generale (ABN 71 092 516 286)**

Applicant

**Forum Finance Pty Limited (ACN 153 301 172)**

First Respondent

AND

**Basile Papadimitriou (also known as Bill Papas)**

Second Respondent

This is the exhibit marked "**GB-4**" referred to in the affidavit of Gurpreet Brar sworn before me on 1 July 2021.

Signature of witness



---

Name of witness

Matthew Youssef

Address of witness

Level 11, Martin Place, Sydney NSW 2000

Capacity of witness

Solicitor





# Certificate of Acceptance of Delivery

Forum Finance Pty Ltd, ABN 16 153 301 172 of Level 5, 141 Walker Street, North Sydney, NSW 2060 (the "owner") enters into this Agreement with:

## Supplier Details

Customer Name Forum Finance Pty Ltd

Trading Name \_\_\_\_\_ ABN 16 153 301 172

Address Level 5, 141 Walker Street, North Sydney NSW Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd Pty Limited \_\_\_\_\_

Trading Name \_\_\_\_\_ ABN 20 051 316 584

Address Level 4, Pirrama Road, Pyrmont, Sydney NSW Postcode 2009

## Payment Schedule

Payment Schedule dated on 1st March 2021 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 1st March 2021

## Products

As described in the Payment Schedule.



## Product price

As described in Table B in the Payment Schedule.

On the date of executing this Certificate, the Customer hereby acknowledges, agrees and declares that:

1. All Products the subject of the above Payment Schedule have been received and accepted by the Customer on the above date of acceptance of delivery for the purpose of the Payment Schedule, and complies with its description in the Payment Schedule, are in good working order and condition, are of merchantable quality and are fit for their purpose;
2. The Customer has read and fully understands the Payment Schedule (including, without limitation, the terms and conditions attached in Annexure A thereto);
3. The Product Price shown in Table B of the Payment Schedule is incurred on the above date of acceptance of delivery by Customer and Customer irrevocably commits to paying the Product Price in all circumstances and that its obligation to pay the Product Price is absolute and unconditional from the above date of acceptance of delivery of the Products; and
4. Subject to the provisions in Annexure A of the Payment Schedule, the Product Price is payable by installments in the amounts (Installment Amount) and on the due dates set out in Table B in the Payment Schedule.

Date 1st March 2021

Signed by Customer	
Authorised Signature: 	Name (print): Preet Brar
	Title: CFO
In the presence of: Signature of witness: 	Name (print): Bill Papas
	Title: Managing Director



## Exhibit Certificate

Federal Court of Australia

No            of 2021

District Registry: New South Wales

Division: Commercial and Corporations

**Societe Generale (ABN 71 092 516 286)**

Applicant

**Forum Finance Pty Limited (ACN 153 301 172)**

First Respondent

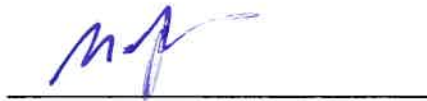
AND

**Basile Papadimitriou (also known as Bill Papas)**

Second Respondent

This is the exhibit marked "**GB-5**" referred to in the affidavit of Gurpreet Brar sworn before me on 1 July 2021.

Signature of witness



Name of witness

Matthew Youssef

Address of witness

Level 11, Martin Place, Sydney NSW 2000

Capacity of witness

Solicitor

Forum Finance Pty Ltd. ABN 16 153 301 172 of Level 5, 141 Walker Street, North Sydney, NSW 2060 (the "owner") enters into this Agreement with:

## Supplier Details

Customer Name Forum Finance Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 16 153 301 172  
 Address Level 5, 141 Walker Street, North Sydney NSW Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd Pty Limited \_\_\_\_\_  
 Trading Name \_\_\_\_\_ ABN 20 051 316 584  
 Address Level 4, Pirrama Road, Pyrmont, Sydney NSW Postcode 2009

## Payment Schedule

Payment Schedule dated on 28th April 2021 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 28th April 2021 2020

## Products

As described in the Payment Schedule.


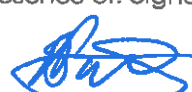
## Product price

As described in Table B in the Payment Schedule.

On the date of executing this Certificate, the Customer hereby acknowledges, agrees and declares that:

1. All Products the subject of the above Payment Schedule have been received and accepted by the Customer on the above date of acceptance of delivery for the purpose of the Payment Schedule, and complies with its description in the Payment Schedule, are in good working order and condition, are of merchantable quality and are fit for their purpose;
2. The Customer has read and fully understands the Payment Schedule (including, without limitation, the terms and conditions attached in Annexure A thereto);
3. The Product Price shown in Table B of the Payment Schedule is incurred on the above date of acceptance of delivery by Customer and Customer irrevocably commits to paying the Product Price in all circumstances and that its obligation to pay the Product Price is absolute and unconditional from the above date of acceptance of delivery of the Products; and
4. Subject to the provisions in Annexure A of the Payment Schedule, the Product Price is payable by installments in the amounts (Installment Amount) and on the due dates set out in Table B in the Payment Schedule.

Date 5th May 2021

Signed by Customer	
Authorised Signature: 	Name (print): Preet Brar
	Title: CFO
In the presence of: Signature of witness: 	Name (print): Bill Papas
	Title: Managing Director



## Exhibit Certificate

Federal Court of Australia

No            of 2021

District Registry: New South Wales

Division: Commercial and Corporations

**Societe Generale (ABN 71 092 516 286)**

Applicant

**Forum Finance Pty Limited (ACN 153 301 172)**

First Respondent

AND

**Basile Papadimitriou (also known as Bill Papas)**

Second Respondent

This is the exhibit marked "**GB-6**" referred to in the affidavit of Gurpreet Brar sworn before me on 1 July 2021.

Signature of witness



Name of witness

Matthew Youssef

Address of witness

Level 11, Martin Place, Sydney NSW 2000

Capacity of witness

Solicitor

Forum Finance Pty Ltd. ABN 16 153 301 172 of Level 5, 141 Walker Street, North Sydney, NSW 2060 (the "owner") enters into this Agreement with:

## Supplier Details

Customer Name Forum Finance Pty Ltd  
 Trading Name \_\_\_\_\_ ABN 16 153 301 172  
 Address Level 5, 141 Walker Street, North Sydney NSW Postcode 2060

## Customer Details

Customer Name Veolia Environmental Services (Australia) Pty Ltd Pty Limited \_\_\_\_\_  
 Trading Name \_\_\_\_\_ ABN 20 051 316 584  
 Address Level 4, Pirrama Road, Pyrmont, Sydney NSW Postcode 2009

## Payment Schedule

Payment Schedule dated on 14th May 2021 between Supplier and Customer.

## Date of Acceptance of Delivery

Date 14th May 2021 2020

## Products

As described in the Payment Schedule.



## Product price

As described in Table B in the Payment Schedule.

On the date of executing this Certificate, the Customer hereby acknowledges, agrees and declares that:

1. All Products the subject of the above Payment Schedule have been received and accepted by the Customer on the above date of acceptance of delivery for the purpose of the Payment Schedule, and complies with its description in the Payment Schedule, are in good working order and condition, are of merchantable quality and are fit for their purpose;
2. The Customer has read and fully understands the Payment Schedule (including, without limitation, the terms and conditions attached in Annexure A thereto);
3. The Product Price shown in Table B of the Payment Schedule is incurred on the above date of acceptance of delivery by Customer and Customer irrevocably commits to paying the Product Price in all circumstances and that its obligation to pay the Product Price is absolute and unconditional from the above date of acceptance of delivery of the Products; and
4. Subject to the provisions in Annexure A of the Payment Schedule, the Product Price is payable by installments in the amounts (Installment Amount) and on the due dates set out in Table B in the Payment Schedule.

Date 14th May 2021

Signed by Customer	
Authorised Signature: 	Name (print): Preet Brar
	Title: CFO
In the presence of: Signature of witness: 	Name (print): Bill Papas
	Title: Managing Director



## Exhibit Certificate

Federal Court of Australia

No            of 2021

District Registry: New South Wales

Division: Commercial and Corporations

**Societe Generale (ABN 71 092 516 286)**

Applicant

**Forum Finance Pty Limited (ACN 153 301 172)**

First Respondent

AND

**Basile Papadimitriou (also known as Bill Papas)**

Second Respondent

This is the exhibit marked "**GB-7**" referred to in the affidavit of Gurpreet Brar sworn before me on 1 July 2021.

Signature of witness



Name of witness

Matthew Youssef

Address of witness

Level 11, Martin Place, Sydney NSW 2000

Capacity of witness

Solicitor

Serial Number	Product	Customer Name	Removed	Rate
OG251463EA	OG25	Acre Eatery - Camperdown	Removed	\$ 845.00
OG151032EA	OG15	Acres Club	lugis	\$ 580.00
OG251211EA	OG25	Al Aseel Food Services	Veolia	\$ 870.00
OG251253EA	OG25	Apples & Pears Entertainment Group Pty Ltd (Red Spice)	lugis	\$ 870.00
OG251262EA	OG25	Auburn Tennis Club	lugis	\$ 845.00
OG251495EA	OG25	Avondale College	Veolia	\$ 870.00
OG501415EA	OG50	Bankstown RSL - Star Buffet	lugis	\$ 1,250.00
OG501416EA	OG50	Bankstown RSL - Star Buffet	lugis	\$ 1,250.00
OG501418EA	OG50	Bankstown RSL - Villaggio On Meredith	lugis	\$ 1,250.00
OG501440EA	OG50	Bankstown Sports Club	Veolia	\$ 1,250.00
OG501439EA	OG50	Bankstown Sports Club	Veolia	\$ 1,250.00
OG151109EA	OG15	Baulkham Hills Sports Club	Veolia	\$ 590.00
OG501442EA	OG50	Bella Vista Hotel	lugis	\$ 1,250.00
OG251216EA	OG25	Bendigo RSL	Veolia	\$ 845.00
OG151111EA	OG15	Bentleigh RSL	lugis	\$ 590.00
OG251214EA	OG25	BIC Services - Kings Square	lugis	\$ 819.00
OG151068EA	OG15	Big Mouth Foods (Big Crunch Sushi)	lugis	\$ 590.00
OG151087EA	OG15	Birrong Sports Club	Veolia	\$ 590.00
OG501243EA	OG50	Blacktown Workers Club	Veolia	\$ 1,250.00
OG501206EA	OG50	Blacktown Workers Club	Veolia	\$ 1,250.00
OG501417EA	OG50	Blacktown Workers Sports Club	Veolia	\$ 1,250.00
OG151165EA	OG15	Blue Gum Hotel	lugis	\$ 590.00
OG1001423EA	OG100	Bonnyrigg Plaza	lugis	\$ 1,397.00
OG251460EA	OG25	Box Hill RSL	lugis	\$ 870.00
OG501239EA	OG50	Breakfast Creek	Veolia	\$ 1,250.00
OG151076EA	OG15	Bright Brewery	lugis	\$ 580.00
OG151015EA	OG15	Brunswick Hotel	Veolia	\$ 590.00
OG1001116E	OG100	Burns Club	lugis	\$ 500.00
OG501236EA	OG50	Cabramatta Rugby Leagues Club	lugis	\$ 650.00
OG501133E	OG50	Campbelltown Catholic Club	lugis	\$ 1,250.00

OG151092EA	OG15	Campbelltown Catholic Club	lugis	\$	590.00
OG251147E	OG25	Campbelltown Golf Club	lugis	\$	870.00
IG100GR10019	OG100	Campbelltown Mall	Veolia	\$	1,495.00
OG151160EA	OG15	Canva	lugis	\$	590.00
OG151098EA	OG15	Catholic Health Care - Bodington	lugis	\$	580.00
OG151119EA	OG15	Catholic Health Care - Emmaus Village Kemps Creek	lugis	\$	590.00
OG151108EA	OG15	Catholic Health Care - Gertrude Abbott Nursing	lugis	\$	590.00
OG151014EA	OG15	Catholic Health Care - Holy Spirit Aged Care	lugis	\$	590.00
OG151199EA	OG15	Catholic Health Care - Jemalong Residential Village	lugis	\$	580.00
OG151103EA	OG15	Catholic Health Care - McQuion Park	lugis	\$	590.00
OG151033EA	OG15	Catholic Health Care - St Joseph	lugis	\$	580.00
OG151022EA	OG15	Catholic Health Care - St Paul's	lugis	\$	580.00
OG151089EA	OG15	Catholic Health Care - St Peters Lane Cove North	lugis	\$	590.00
OG151156EA	OG15	Catholic Health Care Maranatha Lodge Batehaven	lugis	\$	580.00
OG151168EA	OG15	Catholic Health Care Our Lady of Loreto - Hamlyn Terrace	lugis	\$	580.00
OG151121EA	OG15	Catholic Health Care The Haven (Wagga Wagga)	lugis	\$	580.00
OG151140EA	OG15	Catholic Health Care The Haven 2 (Wagga Wagga)	lugis	\$	580.00
OG151162EA	OG15	Catholic Health Care Villa Maria - Unanderra	lugis	\$	580.00
OG151167EA	OG15	Catholic Health Care St Josephs Coffs Harbour	lugis	\$	580.00
OG251227EA	OG25	Charlestown Bowling Club	lugis	\$	845.00
IG25GR20141	OG25	Charter Hall - Bass Hill	Veolia	\$	819.00
OG1001166EA	OG100	Charter Hall - Rockdale	Veolia	\$	1,495.00
OG251230EA	OG25	Christchurch Casino - NZ	lugis	\$	870.00
OG251161EA	OG25	Club Central Hurstville ICC	lugis	\$	190.00
OG251119E	OG25	Club Central Menai ICC	lugis	\$	190.00
OG251428EA	OG25	Coles Amaroo	lugis	\$	870.00
OG251465EA	OG25	Coles Belconnen	lugis	\$	870.00
OG251350EA	OG25	Coles Bendigo East	lugis	\$	870.00
OG251452EA	OG25	Coles Canberra Civic	lugis	\$	870.00
OG251427EA	OG25	Coles Curtin	lugis	\$	870.00
OG251466EA	OG25	Coles Gungahlin	lugis	\$	870.00
OG251429EA	OG25	Coles Kaleen	lugis	\$	870.00



OG251453EA	OG25	Coles Kangaroo Flat	lugis	\$	870.00
OG251455EA	OG25	Coles Kilmore	lugis	\$	870.00
OG251432EA	OG25	Coles Ocean Grove	lugis	\$	870.00
OG501165EA	OG50	Coles Shellharbour	lugis	\$	1,250.00
OG501255EA	OG50	Coles Southland	lugis	\$	1,250.00
OG501266EA	OG50	Coles Surrey Hills Melb	lugis	\$	1,250.00
OG251473EA	OG25	Coles Wanniassa	lugis	\$	870.00
OG251426EA	OG25	Coles Woden Plaza	lugis	\$	870.00
OG253086E	OG25	Commercial Club Albury - OG25	lugis	\$	845.00
OG501567EA	OG50	Commercial Club Albury - OG50	lugis	\$	1,175.00
OG1001237EA	OG100	Cordis Hotel Auckland	lugis	\$	1,600.00
OG151124EA	OG15	Corrimal RSL Memorial Club Ltd	lugis	\$	590.00
OG151084EA	OG15	Country Club Gledswood Hills (West's Group Macarthur)	lugis	\$	580.00
OG501436EA	OG50	Cronulla RSL	lugis	\$	1,250.00
OG251240EA	OG25	Crown Plaza Hobart	Veolia	\$	845.00
OG1001406EA	OG100	Crowne Plaza Coogee IHG Group	lugis	\$	1,600.00
OG501261EA	OG50	Crowne Plaza Hawkesbury Valley IHG Group	lugis	\$	1,250.00
OG1001118EA	OG100	Crowne Plaza Hunter Valley	Veolia	\$	1,397.00
OG251110EA	OG25	Dandenong Club	lugis	\$	845.00
OG251467EA	OG25	Delaware North El Questro Pty Ltd	lugis	\$	221.40
OG251464EA	OG25	Delaware North Kings Canyon	lugis	\$	221.40
OG251469EA	OG25	Delaware North Lizard Island Pty Ltd	lugis	\$	221.40
IG25GR20174	OG25	Demos Property Services (Aust.) PTY LTD	lugis	\$	870.00
OG1511102EA	OG15	Diggers Miranda RSL	lugis	\$	580.00
OG251111E	OG25	Ettamogah Hotel	Veolia	\$	870.00
OG501496EA	OG50	Fairfield RSL	lugis	\$	1,250.00
OG501574EA	OG50	Figtree Grove Shopping Centre - Figtree	Removed	\$	1,107.00
OG1001259EA	OG100	Flemington Racecourse - Club Stand	Veolia	\$	1,600.00
OG1001113E	OG100	Flemington Racecourse - Grandstand Incognitus	Veolia	\$	1,600.00
OG1001119E	OG100	Floreat Forum	lugis	\$	1,600.00
OG501248EA	OG50	Gate Gourmet - NZ	lugis	\$	1,250.00
OG1001115E	OG100	Gate Gourmet Sydney 2 - Recycling	lugis	\$	1,600.00

OG1001244EA	OG100	Gate Gourmet Sydney 3 - Loading	lugis	\$	1,600.00
OG151075EA	OG15	Georges River 16ft Sailing Club - Sandringham	lugis	\$	580.00
IG25GR20172	OG25	Georges River 16ft Sailing Club - Sandringham	lugis	\$	845.00
OG151107EA	OG15	Gold Leaf	lugis	\$	590.00
OG251487EA	OG25	Golden Sheaf Hotel (Solotel)	lugis	\$	870.00
OG251462EA	OG25	Goulburn Soldiers Club	lugis	\$	870.00
OG151026EA	OG15	Hand and Feet - Kings Park	Removed	\$	567.00
OG251210EA	OG25	Healthscope Knox	Veolia	\$	819.00
OG251397EA	OG25	Helensvale Plaza Shopping Centre - Helensvale	Veolia	\$	819.00
OG501497EA	OG50	HMAS Albatross	Veolia	\$	1,250.00
OG501123EA	OG50	HMAS Creswell	Veolia	\$	1,175.00
OG251160EA	OG25	Holiday Inn Sydney Airport IHG Group	lugis	\$	870.00
OG501573EA	OG50	Hollywood Private Hospital Ramsay Health	lugis	\$	1,250.00
OG251208EA	OG25	Home Hub Marsden Park (Aventus)	Veolia	\$	870.00
OG501537EA	OG50	Imperial Paradiso Reception	Veolia	\$	1,250.00
OG151113EA	OG15	Innocent Bystander	lugis	\$	590.00
OG1001167EA	OG100	ISS Facilities - Nestle Campbellfield	Veolia	\$	1,397.00
IG25GR20180	OG25	Japon Manly Pty Ltd (Daniel San - Sydney Collective)	lugis	\$	845.00
OG1001258EA	OG100	Jewel Fine Foods	lugis	\$	1,600.00
OG501264EA	OG50	Joondalup Hospital Ramsay Health	lugis	\$	1,250.00
OG251120E	OG25	Lakemba RSL	lugis	\$	870.00
OG151166EA	OG15	Lakeside Golf Club Camden - CATHERINE FIELD	lugis	\$	580.00
OG251115E	OG25	Luna Park Sydney	lugis	\$	870.00
OG251425EA	OG25	Manhattan Hotel	Veolia	\$	870.00
OG251106E	OG25	Mark Moran Little Bay Moran Group	lugis	\$	870.00
OG251159EA	OG25	Mark Moran Vacluse Moran Group	lugis	\$	870.00
OG501139E	OG50	Marriott Hotel Brisbane	lugis	\$	1,250.00
OG1001419EA	OG100	Mars Confectionary - Wendouree	Veolia	\$	1,600.00
OG501120E	OG50	Melbourne City Council - Ross House	lugis	\$	1,250.00
OG501164EA	OG50	Merrylands RSL	lugis	\$	1,250.00
OG501502EA	OG50	Mildura Gateway Tavern	lugis	\$	1,250.00
OG501134E	OG50	Monash Hospital	lugis	\$	1,250.00

OG251207EA	OG25	Mosman RSL	lugis	\$	300.00
OG251215EA	OG25	Northies Cronulla Hotel (Sydney Collective)	lugis	\$	845.00
OG151158EA	OG15	Novotel Darling-Harbour (Pearl Hotels)	lugis	\$	590.00
OG251212EA	OG25	Novotel Northbeach Wollongong	lugis	\$	870.00
OG501434EA	OG50	Novotel Northbeach Wollongong	lugis	\$	1,250.00
OG251249EA	OG25	Novotel Queenstown	lugis	\$	870.00
OG1001413EA	OG100	Novotel Sydney Brighton Beach	lugis	\$	1,600.00
OG151118EA	OG15	Oaks Cypress Lakes Resort	Veolia	\$	590.00
OG151141EA	OG15	Ovolo 1888 Darling Harbour	lugis	\$	580.00
OG253087E	OG25	Ovolo Nishi	lugis	\$	845.00
OG151085EA	OG15	Ovolo The Valley	Removed	\$	580.00
OG1001242EA	OG100	Pacific Werribee	lugis	\$	1,397.00
OG501569EA	OG50	Park House Food and Liquor (Sydney Collective)	lugis	\$	1,175.00
OG251144E	OG25	Park Hyatt Melbourne	lugis	\$	380.00
OG251424EA	OG25	Pascoe Vale RSL	lugis	\$	845.00
OG151072EA	OG15	Pastuso	lugis	\$	580.00
OG251122E	OG25	Picasso Foods	Veolia	\$	870.00
OG251209EA	OG25	Pullman Hyde Park	Veolia	\$	870.00
OG251564EA	OG25	Pullman Magenta Shores Resort (Accor Hotels)	Veolia	\$	819.00
OG151074EA	OG15	Punch Lane - Melbourne	lugis	\$	590.00
OG151082EA	OG15	Pymble Ladies College	lugis	\$	580.00
OG501500EA	OG50	Qantas Sydney Domestic T3	lugis	\$	1,175.00
OG151090EA	OG15	QT Hotels - Melbourne	lugis	\$	590.00
OG251145E	OG25	QT Hotels Gold Coast	lugis	\$	845.00
OG501499EA	OG50	Qudos Bank Arena	Veolia	\$	1,175.00
OG501498EA	OG50	RACV Healesville	lugis	\$	1,175.00
OG1001122EA	OG100	RACV Melbourne City	lugis	\$	1,600.00
OG151159EA	OG15	Ramsgate RSL - Chinese Restaurant	lugis	\$	590.00
OG151155EA	OG15	Ramsgate RSL - Mike's Bar	lugis	\$	590.00
OG151144EA	OG15	Renaissance Hawthorn IGA Plus Liquor - Glenferrie Rd	lugis	\$	590.00
OG151100EA	OG15	Renaissance Hawthorn Square IGA Plus Liquor - Burwood Rd	lugis	\$	590.00
OG151157EA	OG15	Republic Hotel & Taylors Rooftop Bar (Sydney Collective)	lugis	\$	590.00

OG501571EA	OG50	Rhodes Waterside Shopping Centre - Loading Dock 2	lugis	\$	1,175.00
IG50GR50051	OG50	Rhodes Waterside Shopping Centre - Loading Dock 3	lugis	\$	1,175.00
OG251121E	OG25	Richards on the Park (NEW)	lugis	\$	845.00
OG151194E	OG15	RMYC - Port Hacking - Burraneer	lugis	\$	590.00
OG251430EA	OG25	Rosebud RSL	lugis	\$	845.00
OG251146E	OG25	Rydges Hotel Campbelltown Catholic Club	lugis	\$	870.00
OG251494EA	OG25	Rydges Newcastle (Schwartz Family Company)	lugis	\$	870.00
OG501256EA	OG50	Sammut Developments - Banc Cronulla	lugis	\$	1,250.00
OG151021EA	OG15	Second Bite - Penrith	lugis	\$	590.00
OG1001420EA	OG100	Second Bite VIC	lugis	\$	1,600.00
OG151093EA	OG15	SETA Sydney (Pantree Group Pty Ltd) - Sydney	lugis	\$	580.00
OG1001250EA	OG100	Shangri-La Hotel Sydney	lugis	\$	1,600.00
OG151112EA	OG15	Shelly Beach Golf Club	Veolia	\$	590.00
OG1001263EA	OG100	South Sydney Juniors Club	lugis	\$	1,600.00
OG151128EA	OG15	St Basil's Annandale	lugis	\$	580.00
OG151114EA	OG15	St Basil's Homes - Randwick	lugis	\$	590.00
OG151116EA	OG15	St Basil's Kensington	lugis	\$	580.00
OG151115EA	OG15	St Basil's Kogarah	lugis	\$	580.00
OG151069EA	OG15	St Basil's Lakemba	lugis	\$	580.00
OG151020EA	OG15	St Basil's Miranda	lugis	\$	580.00
OG251252EA	OG25	St Collins Lane	lugis	\$	870.00
IG25GR20031	OG25	St Ives Shopping Village - Dock 2	lugis	\$	819.00
IG25GR20038	OG25	St Ives Shopping Village - Dock 3	lugis	\$	819.00
IG25GR20196	OG25	St Johns Park Bowling Club	lugis	\$	870.00
OG1001127E	OG100	St Marys Leagues Club	lugis	\$	1,600.00
OG251459EA	OG25	Stokehouse	lugis	\$	870.00
OG251456EA	OG25	Stuartholme School	lugis	\$	870.00
OG151181EA	OG15	Sunset Diner - Avalon Beach	lugis	\$	580.00
OG151101EA	OG15	The Albert Park Hotel	lugis	\$	580.00
OG251107E	OG25	The Boat House - Shelly Beach Manly	lugis	\$	819.00
OG151123EA	OG15	The Boathouse Group - Moby Dick	lugis	\$	590.00
OG251471EA	OG25	The Boathouse Group - Patonga	lugis	\$	870.00

OG151083EA	OG15	The Boathouse Group - Whale Beach	lugis	\$	567.00
OG251431EA	OG25	The Builders Club, Wollongong	lugis	\$	845.00
OG251123E	OG25	The Fiddler	lugis	\$	870.00
OG251461EA	OG25	The Fresh Collective (Fresh Catering)	lugis	\$	870.00
OG151127EA	OG15	The Golden Dog Hotel	lugis	\$	580.00
OG251491EA	OG25	The Hotel Windsor	lugis	\$	870.00
OG151164EA	OG15	The Imperial Hotel - Erskineville	lugis	\$	590.00
IG25GR20146	OG25	The Locker Room	Veolia	\$	845.00
IG50GR50048	OG50	The Marsden Brewhouse	Veolia	\$	1,175.00
OG1001409EA	OG100	The Paper Mill on Georges River	lugis	\$	250.00
OG251213EA	OG25	The Ranch Hotel	Veolia	\$	870.00
OG251105E	OG25	The Village Green Hotel	Veolia	\$	870.00
OG1001411EA	OG100	Veolia Vendor Managed Inventory	VMI - Veolia	\$	1,600.00
OG1001120E	OG100	Veolia Vendor Managed Inventory	VMI - Veolia	\$	1,600.00
OG151161EA	OG15	Veolia Vendor Managed Inventory	VMI - lugis	\$	567.00
OG1001121EA	OG100	Veolia Vendor Managed Inventory	VMI - lugis	\$	1,495.00
OG151088EA	OG15	Veolia Vendor Managed Inventory	VMI - lugis	\$	580.00
OG503049EA	OG50	Veolia Vendor Managed Inventory	VMI - lugis	\$	1,175.00
IG50GR50094	OG50	Veolia Vendor Managed Inventory	VMI - lugis	\$	1,107.00
OG1001407EA	OG100	Veolia Vendor Managed Inventory	VMI - Veolia	\$	1,600.00
IG50GR50105	OG50	Veolia Vendor Managed Inventory	VMI - Veolia	\$	1,250.00
OG1001168EA	OG100	Veolia Vendor Managed Inventory	VMI - Veolia	\$	1,495.00
OG1001114EA	OG100	Veolia Vendor Managed Inventory	VMI - lugis	\$	1,600.00
IG100GR10005	OG100	Veolia Vendor Managed Inventory	VMI - ex Veolia	\$	1,600.00
IG50GR50078	OG50	Veolia Vendor Managed Inventory	VMI - Veolia	\$	1,250.00
IG50GR50067	OG50	Veolia Vendor Managed Inventory	VMI - ex Veolia	\$	1,107.00
OG151067EA	OG15	Veolia Vendor Managed Inventory	VMI - lugis	\$	590.00
OG501129E	OG50	Veolia Vendor Managed Inventory	VMI - lugis	\$	1,250.00
OG501162EA	OG50	Veolia Vendor Managed Inventory	VMI - lugis	\$	1,250.00
OG501140E	OG50	Veolia Vendor Managed Inventory	VMI - lugis	\$	1,250.00
OG151179EA	OG15	Veolia Vendor Managed Inventory	VMI - lugis	\$	580.00
OG151097EA	OG15	Veolia Vendor Managed Inventory	VMI - lugis	\$	580.00

OG251474EA	OG25	Veolia Vendor Managed Inventory	VMI - Iugis	\$	845.00
OG1001408EA	OG100	Veolia Vendor Managed Inventory	Veolia	\$	1,495.00
OG151129EA	OG15	Waratah Group - Tandara Hotel	Iugis	\$	580.00
OG501241EA	OG50	Watermark Hotel (SA)	Veolia	\$	1,250.00
OG251566EA	OG25	Watsons Bay Boutique Hotel	Iugis	\$	845.00
OG501501EA	OG50	Watson's Bay Boutique Hotel	Iugis	\$	1,250.00
OG151078EA	OG15	Wellington Hospital - NZ	Iugis	\$	590.00
OG151131EA	OG15	West Pennant Hills Sports Club	Iugis	\$	580.00
OG1001126E	OG100	Westfields Kotara Scentre Group	Veolia	\$	1,600.00
IG25GR20185	OG25	Woolwich Pier Hotel	Veolia	\$	845.00
IG50GR50049	OG50	Woolworths Box Hill	Iugis	\$	1,107.00
OG251349EA	OG25	Woolworths North Melbourne	Iugis	\$	845.00
OG501128E	OG50	Wrest Point Hobart	Veolia	\$	1,250.00
OG251398EA	OG25	Zouki - Royal Melbourne Hospital	Iugis	\$	845.00
<b>Total</b>				<b>\$</b>	<b>217,398.20</b>