

Exhibit certificate

No. N ___ of 2021

Federal Court of Australia
District Registry: Sydney
Division: General

Westpac Banking Corporation ABN 33 007 457 141

Applicant

Forum Finance Pty Limited ACN 153 301 172 and another

Respondents

This is the exhibit marked '**NOB-1**' now produced and shown to Nicholas Antony O'Brien at the time of swearing his affidavit on 27 June 2021 before me



Simon Henry Brandis
Level 40, Governor Macquarie Tower
One Farrer Place
Sydney NSW 200

Solicitor

Filed on behalf of (name & role of party)	<u>Westpac Banking Corporation, Applicant</u>
Prepared by (name of person/lawyer)	<u>Caitlin Murray</u>
Law firm (if applicable)	<u>MinterEllison</u>
Tel <u>(02) 9921 4279</u>	Tel <u>(02) 9921 4279</u>
Email	<u>caitlin.murray@minterellison.com</u>
Address for service (include state and postcode)	<u>Governor Macquarie Tower, 1 Farrer Place, SYDNEY NSW 2000</u> <u>Our reference: 1353397</u>

From: [REDACTED]
To: [REDACTED]
Subject: RE:
Date: Wednesday 2 June 2021 04:54:43 PM
Attachments: [image002.jpg](#)
[image003.png](#)
[m016738_2-06-2021_16-47-20_1.pdf](#)
[m016738_2-06-2021_16-47-20.pdf](#)
[m016738_2-06-2021_16-47-20_2.pdf](#)
[m016738_2-06-2021_16-47-20_3.pdf](#)

Hi Carly

Here are four of the packs and the fifth one will follow as its in a slightly different format with a number of separate attachments

Hi Carly

Here are four of the packs and the fifth one will follow as has slightly different schedules in a number of attachments.

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

[REDACTED]



From: Carly Rossbach-Smith

Sent: Wednesday, 2 June 2021 11:18 AM

To: Ewing, Tim

Subject: RE:

Thanks Tim – much appreciated!

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 9:14 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

No problem – just need to source them and will then send through – hopefully this afternoon

Regards

Tim

Tim Ewing

Director, Structured and Asset Finance

██████████: www.westrac.com.au



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From: Ewing, Tim ██████████

Sent: Wednesday, 2 June 2021 7:35 AM

To: Carly Rossbach-Smith ██████████

Subject: RE:

Hi Carly

I think Eqwe Pty Ltd is one of their subsidiaries which might be more familiar to your colleagues as that's the name referenced on the docs

Hope that helps

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith ██████████

Sent: Wednesday, 2 June 2021 9:27 AM

To: Ewing, Tim ██████████

Subject: RE:

Thanks for sending this through Tim,

Is BHO an actual company? Sorry the initials aren't familiar to anyone here.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

██████████: www.westrac.com.au



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From: Ewing, Tim ██████████

Sent: Wednesday, 2 June 2021 7:24 AM

To: Carly Rossbach-Smith ██████████

Subject: RE:

Hi Carly

I've attached an example of the pack that would have been provided by BHO (Agent) and Forum (Supplier) to Westrac for the most recent of the leases (which commenced Feb-21).

We have all of these on file to my knowledge so can send through the other 6 no problem but suspect your IT team should have the same.

Just let me know what you need

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Monday, 31 May 2021 1:53 PM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Hope your trip home went well.

I received a flurry of emails from you all at once on Friday evening.

Any further detail you have on this arrangement that you can share would be very helpful please.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED]

I: www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Friday, 28 May 2021 6:14 PM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I wasn't directly involved in this arrangement but I expect that there will be an agreement in place between Westpac and BHO as to how the P&A relationship works, and then a separate one between Westrac and BHO regarding the provision and financing of the equipment. If we have the latter on file I'd be happy to provide on Monday.

Enjoy your weekend

Regards

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Friday, 28 May 2021 3:22 PM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Also, do you also have a copy of the actual principal and agency agreement please or is that something that BHO have in place with WesTrac?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED]

I: www.westrac.com.au



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From: Carly Rossbach-Smith

Sent: Friday, 28 May 2021 9:05 AM

To: [REDACTED]

Subject: RE:

Hi Tim,

Hope you've had a great week.

If it was possible are you able to send me through the details and schedules behind these individual leases please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED]

I: www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Thursday, 27 May 2021 3:24 PM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

Please see attached what we have on our system in relation to the BHO leases.

If you require more detail behind the individual leases in terms of the breakdown of the equipment we should be able to dig out some supporting schedules.



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 26 May 2021 6:19 PM

To: Ewing, Tim [REDACTED]

Subject:

Hi Tim,

Hope your day has gone well.

I just got a call back from Nick O'Brien and he mentioned out leasing limits were \$14m but that under finance leases we currently had \$9.7m of exposure. Do you know what this relates to please because I didn't think we had anything in place at the moment?

Kind Regards

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | [REDACTED] | [REDACTED] | www.westrac.com.au



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Confidential communication

Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)

Westpac Institutional Bank is a division of Westpac Banking Corporation



Your business. Just better.

THIS PAYMENT SCHEDULE IS A TAX INVOICE

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 WESTRAC PTY LTD

Trading Name _____ ABN 63 009 342 572

Address 128-136 Great Eastern HWY, South Guildford Postcode 6055

This is a Payment Schedule dated 30th June 2020 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and WESTRAC 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
PRINT MULTIFUNCTION EQUIPMENTS	

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
30th June 2020	\$30,200.00	\$3,020.00	\$33,220.00
59 SUBSEQUENT PAYMENTS	\$30,200.00	\$3,020.00	\$33,220.00
		Product Price	\$1,993,200.00

Payment Schedule

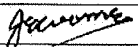

Product Price and Payment Terms, Cont...

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	WESTRAC PTY LTD	Supplier	FORUM FINANCE PTY LTD
By		By	
Print Name	JARVAS CROOME	Name	BILL PAPAS
Title	CEO	Title	MANAGING DIRECTOR

Annexure A

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.

Agreement To. _____

Agreement No. _____

Equipment

PRODUCT DESCRIPTION	SERIAL NO.	LOCATION ADDRESS
INEO + 360i	A0ED2302207	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302213	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302214	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302225	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302231	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302239	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302244	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302249	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302255	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302261	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302265	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302273	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302272	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302285	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302294	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302297	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302303	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302306	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302310	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302314	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302318	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302322	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302327	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302331	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302334	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302338	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302342	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302345	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302350	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302354	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 360i	A0ED2302356	2 CAROL AVE MOREE 2400
INEO + 360i	A0ED2302363	2 CAROL AVE MOREE 2400
INEO + 360i	A0ED2302367	2 CAROL AVE MOREE 2400
INEO + 360i	A0ED2302371	11 MT THORLEY ROAD MT THORLEY 2330
INEO + 360i	A0ED2302375	11 MT THORLEY ROAD MT THORLEY 2330
INEO + 360i	A0ED2302379	17-91 ADAMS DRIVE WELSHPOOL 6106
INEO + 360i	A0ED2302383	17-91 ADAMS DRIVE WELSHPOOL 6106
INEO + 360i	A0ED2302387	17-91 ADAMS DRIVE WELSHPOOL 6106
INEO + 360i	A0ED2302391	17-91 ADAMS DRIVE WELSHPOOL 6106
INEO + 360i	A0ED2302395	17-91 ADAMS DRIVE WELSHPOOL 6106

Agreement To. _____

Agreement No. _____

Equipment		
INEO + 360i	A0ED2302399	17-91 ADAMS DRIVE WELSHPOOL 6106
INEO + 360i	A0ED2302403	17-91 ADAMS DRIVE WELSHPOOL 6106
INEO + 360i	A0ED2302407	17-91 ADAMS DRIVE WELSHPOOL 6106
INEO + 360i	A0ED2302412	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
INEO + 360i	A0ED2302415	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
INEO + 360i	A0ED2302419	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
INEO + 360i	A0ED2302429	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
INEO + 360i	A0ED2302427	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
INEO + 360i	A0ED2302434	13B OLD PUNT ROAD TOMAGO 2322
INEO + 360i	A0ED2302435	13B OLD PUNT ROAD TOMAGO 2322
INEO + 360i	A0ED2302436	13B OLD PUNT ROAD TOMAGO 2322
INEO + 360i	A0ED2302437	13B OLD PUNT ROAD TOMAGO 2322
INEO + 360i	A0ED2302444	13B OLD PUNT ROAD TOMAGO 2322
INEO + 360i	A0ED2302454	13B OLD PUNT ROAD TOMAGO 2322
INEO + 360i	A0ED2302460	13B OLD PUNT ROAD TOMAGO 2322
INEO + 360i	A0ED2302480	13B OLD PUNT ROAD TOMAGO 2322
INEO + 360i	A0ED2302442	13B OLD PUNT ROAD TOMAGO 2322
INEO + 360i	A0ED2302404	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
INEO + 360i	A0ED2302366	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
INEO + 360i	A0ED2302328	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
INEO + 360i	A0ED2302290	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
INEO + 360i	A0ED2302252	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
INEO + 360i	A0ED2302513	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
INEO + 360i	A0ED2302555	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
INEO + 360i	A0ED2302590	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2302632	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2302681	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2302723	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2302765	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2302802	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2302849	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2302896	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2302943	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2302990	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2303037	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2303083	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2303132	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2303178	1 WESTRAC DRV, TOMAGO 2322
INEO + 360i	A0ED2303225	LOT 140 GOULDS ROAD NARNGULU 6532
INEO + 360i	A0ED2303272	LOT 140 GOULDS ROAD NARNGULU 6532
INEO + 360i	A0ED2303320	COAL STORE BROKE ROAD C/O TNT 23136027 BULGA 2330
INEO + 360i	A0ED2303366	COAL STORE BROKE ROAD C/O TNT 23136027 BULGA 2330

Agreement To, _____

Agreement No., _____

Equipment		
INEO +450	AA7R141000190	2 CAROL AVE MOREE 2400
INEO +450	AA7R141000222	11 MT THORLEY ROAD MT THORLEY 2330
INEO +450	AA7R141000253	1 WESTRAC DRV, TOMAGO 2322
INEO +450	AA7R141000285	LOT 140 GOULDS ROAD NARNGULU 6532
INEO +450	AA7R141000317	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO +450	AA7R141000349	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO +450	AA7R141000381	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO +450	AA7R141000413	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO +450	AA7R141000445	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO +450	AA7R141000472	13B OLD PUNT ROAD TOMAGO 2322
INEO +450	AA7R141000510	13B OLD PUNT ROAD TOMAGO 2322
INEO + 550i	AA7P141000444	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 550i	AA7P141000457	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 550i	AA7P141000470	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R6W2	13B OLD PUNT ROAD TOMAGO 2322
HP E60165	CNMKM9R6W7	13B OLD PUNT ROAD TOMAGO 2322
HP E60165	CNMKM9R7M0	13B OLD PUNT ROAD TOMAGO 2322
HP E60165	CNMKM9R7M1	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7M2	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7M3	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7M4	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7M5	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7M6	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7M7	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7M8	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7M9	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7V5	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7V6	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7V2	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7V8	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7V3	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
HP E60165	CNMKM9R7V1	1 WESTRAC DRV, TOMAGO 2322
HP E60165	CNMKM9R7B1	1 WESTRAC DRV, TOMAGO 2322
HP E60165	CNMKM9R8G2	1 WESTRAC DRV, TOMAGO 2322
HP E60165	CNMKM9R8G5	1 WESTRAC DRV, TOMAGO 2322
HP E60165	CNMKM9R8K4	1 WESTRAC DRV, TOMAGO 2322
HP E60165	CNMKM9P8G2	1 WESTRAC DRV, TOMAGO 2322
HP E60165	CNMKM9P8G3	1 WESTRAC DRV, TOMAGO 2322
HP E60165	CNMKM9P8G4	1 WESTRAC DRV, TOMAGO 2322
HP E60165	CNMKM9P8G5	1 WESTRAC DRV, TOMAGO 2322
HP E60165	CNMKM9P8G6	17-91 ADAMS DRIVE WELSHPOOL 6106
HP E60165	CNMKM9P8G7	17-91 ADAMS DRIVE WELSHPOOL 6106

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13th July 2020

Jarvas Croome – CEO
Westrac Pty Ltd
ABN 63 009 342 572.
128-136 Great Eastern Highway
South Guildford, WA, 6055.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Jarvas,

Referring to your Payment Schedule dated 30th June 2020 entered into thereunder between Westrac Pty Ltd and Forum Finance Pty Ltd we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, BHO Funding Pty Limited ACN 630 535 554 (who is acting as agent for Westpac Institutional Bank) ("**BHO**"):

Payments

As shown in Table B to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHO:

Bank: Westpac Bank
Branch: 032 298
A/C No: 455 353
A/C Name: BHO Funding Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,



Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney. NSW 2060



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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 LVL 5, 141 WALKER ST, NORTH SYDNEY Postcode 2060

Customer Details

Customer Name WESTRAC PTY LTD Pty Limited _____

Trading Name _____ ABN 63 009 342 572

Address 128-136 GREAT EASTERN HWY, SOUTH GUILDFORD Postcode 6055

Payment Schedule

Payment Schedule dated on between Supplier and Customer.

Date of Acceptance of Delivery

Date 7/07/2020

Products

As described in the Payment Schedule.

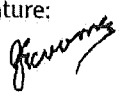
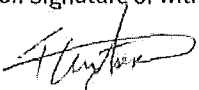
Product price

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.

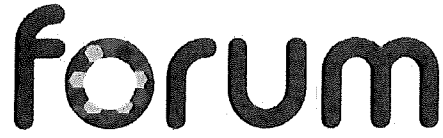
Date 30/06/20

Signed by Customer	
Authorised Signature: 	Name (print): JARVAS CROOME
	Title: CEO
In the presence of: Signature of witness: 	Name (print): TIM CLAYDEN
	Title: GM SALES WA

Want to know more?
Let's Talk

p. 1300 036 786
e. info@forumgroup.com.au
forumgroup.com.au

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29th September 2020

Jarvas Croome – CEO
Westrac Pty Ltd
ABN 63 009 342 572.
128-136 Great Eastern Highway
South Guildford, WA, 6055.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Jarvas,

Referring to your Payment Schedule dated 24th September 2020 entered into thereunder between Westrac Pty Ltd and Forum Finance Pty Ltd we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, BHO Funding Pty Limited ACN 630 535 554 (who is acting as agent for Westpac Institutional Bank) ("**BHO**"):

Payments

As shown in Table B to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHO:

Bank: Westpac Bank
Branch: 032 298
A/C No: 455 353
A/C Name: BHO Funding Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Bill Papas".

Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney, NSW 2060



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 _____
 Address Level 5, 141 Walker Street, North Sydney NSW ABN 16 153 301 172
 Postcode 2060

Customer Details

Customer Name WESTRAC PTY LTD Pty Limited _____
 Trading Name WESTRAC PTY LTD
 Address _____ ABN 63 009 342 572
 Postcode 6055

Payment Schedule

Payment Schedule dated on 24th September 2020 between Supplier and Customer.

Date of Acceptance of Delivery

Date 24th September 2020

Products

As described in the Payment Schedule.

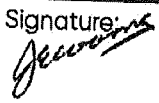

Product price

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 24th Septembr2020

Signed by Customer	
Authorised Signature: 	Name (print): Jarvas Croome Title: Chief Executive Officer
In the presence of: Signature of witness: 	Name (print): BILL PAPAS Title: Managing Director

1500 048 747
info@iugis.com

iugis.com

Level 5
141 Walker Street
North Sydney, NSW 2060

Page 1 | IACF Form | Rev 2017

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, either 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 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 defenses 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.

1300 048 447

info@igis.com

igis.com

Level 5

101 Walker Street

North Sydney NSW 2060

Tel 7

IPS Version 1.0 - May 2012

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THIS PAYMENT SCHEDULE IS A TAX INVOICE
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	<u>WESTRAC PTY LTD</u>	Supplier	<u>Forum Finance Pty Ltd</u>
By	<u><i>Jarvas Croome</i></u>	By	<u><i>[Signature]</i></u>
Print Name	<u>JARVAS CROOME</u>	Name	<u>Bill Papas</u>
Title	<u>Chief Executive Officer</u>	Title	<u>Chief Executive Officer</u>





THIS PAYMENT SCHEDULE IS A TAX INVOICE
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

Customer Name WESTRAC PTY LTD

Reference No. _____

Trading Name WESTRAC PTY LTD

Address 128-136 GREAT EASTERN HWY, SOUTH GUILDFORD ABN 63 009 342 572
Postcode 6055

This is a Payment Schedule dated 24th September 2020 ("**Schedule**") by and between Forum Finance Pty Ltd. (Supplier) and WESTRAC 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
Surfacide Helios UV-C	Refer to Annexure (A)

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
24th September 2020	\$40,000.00	\$4,000.00	\$44,000.00
59 subsequent payments monthly	\$40,000.00	\$4,000.00	\$44,000.00
		Product Price	\$2,640,000.00



forum

Your business. Just better.

2nd November 2020

Jarvas Croome – CEO
Westrac Pty Ltd
ABN 63 009 342 572.
128-136 Great Eastern Highway
South Guildford, WA, 6055.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Jarvas,

Referring to your Payment Schedule dated 27th October 2020 entered into thereunder between Westrac Pty Ltd and Forum Finance Pty Ltd in respect of the Zzoota GPS systems, we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, Eqwe Pty Limited (previously BHO Funding Pty Limited) ACN 630 535 554 (who is acting as agent for Westpac Institutional Bank) ("**BHO**");

Payments

As shown in Table B to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHO:

Bank: Westpac Bank
Branch: 032 298
A/C No: 455 353
A/C Name: BHO Funding Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,



Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney, NSW 2060

Supplier Details

Customer Name FORUM FINANCE PTY LTD
 Trading Name _____ ABN 16 153 301 172
 Address LVL 5, 141 WALKER ST, NORTH SYDNEY Postcode 2060

Customer Details

Customer Name WESTRAC PTY LTD
 Trading Name _____ ABN 63 009 342 572
 Address 128-136 GREAT EASTERN HWY, SOUTH GUILDFORD Postcode 6055

Payment Schedule

Payment Schedule dated on between Supplier and Customer.

Date of Acceptance of Delivery

Date 27/10/2020

Products

As described in the Payment Schedule.

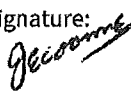
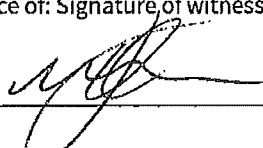
Product price

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 27/10/20

Signed by Customer	
Authorised Signature: 	Name (print): JARVAS CROOME
	Title: CEO
In the presence of: Signature of witness: 	Name (print): JEFF GLASS
	Title: GM Enterprise Sales

Want to know more?
Let's Talk

p: 1300 036 726
 e: info@forumgroup.com.au
 forumgroup.com.au

Agreement To. _____

Agreement No. _____

Equipment

Product	Serial	Location
ZZOTA Site 7X GPS	213WP2020001211	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001213	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001214	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001216	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001217	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001218	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001219	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001220	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001221	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001222	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001223	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001224	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001225	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001226	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001227	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001228	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001229	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001230	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001232	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001233	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001234	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Site 7X GPS	213WP2020001235	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000022	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000023	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000024	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000025	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000026	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000027	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000028	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000029	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000030	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000031	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000032	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000033	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001248	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001249	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001250	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001251	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001252	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001253	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001254	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001255	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001256	128 - 136 Great Eastern Hwy Guildford WA 6055

Annexure A

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 defenses 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

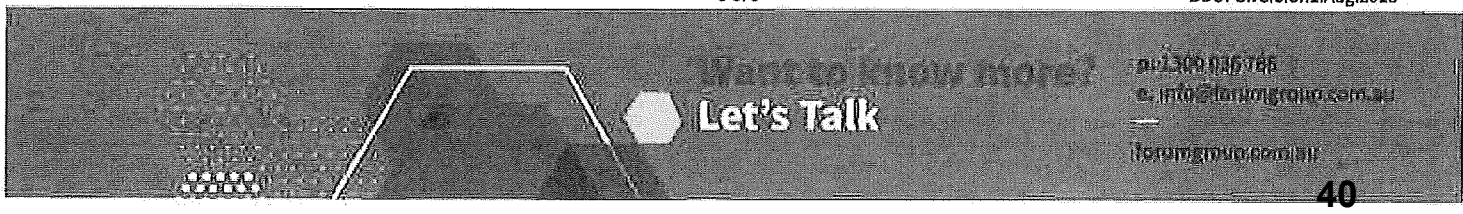
This Schedule and any non-contractual obligations arising out of or in connection with it are governed by the laws of New South Wales, Australia. Each party irrevocably and unconditionally submits to the non-exclusive jurisdictions of the Courts of New South Wales and Courts of Appeal from them.

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.



Payment Schedule

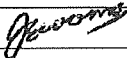

Product Price and Payment Terms, Cont...

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	WESTRAC PTY LTD	Supplier	FORUM FINANCE PTY LTD
By		By	
Print Name	JARVAS CROOME	Name	BILL PAPAS
Title	CEO	Title	MANAGING DIRECTOR



THIS PAYMENT SCHEDULE IS A TAX INVOICE
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 WESTRAC PTY LTD

Trading Name _____ ABN 63 009 342 572

Address 128 - 136 GREAT EASTERN HWY, SOUTH GUILDFORD Postcode 6055

This is a Payment Schedule dated 27TH OCTOBER 2020 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and WESTRAC 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
Refer to Annexure	

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
27th October 2020	\$42,000.00	\$4,200.00	\$46,200.00
59 SUBSEQUENT PAYMENTS	\$42,000.00	\$4,200.00	\$46,200.00
		Product Price	\$2,772,000.00



Your business. Just better.

8 October 2018

Jarvas Croome – CEO
Westrac Pty Ltd
ABN 63 009 342 572.
128-136 Great Eastern Highway
South Guildford, WA, 6055.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Jarvas,

Referring to your Payment Schedule dated 25 September 2018 entered into thereunder between Westrac Pty Ltd and Forum Finance Pty Limited, we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, BHD Leasing Pty Limited ACN 154 478 707 (who is acting as agent for Westpac Institutional Bank) ("**BHD**"):

Payments

As shown in Table A to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHD:

Bank : Westpac Bank
Branch : 032 298
A/C No : 403 174
A/C Name: BHD Leasing Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Bill Papas".

Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney, NSW 2060

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 WESTRAC PTY LTD

Trading Name _____ ABN 63 009 342 572

Address 128-136 GREAT EASTERN HWY, SOUTH GUILDFORD Postcode 6055

This is a Payment Schedule dated 25th September 2018 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and WESTRAC 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
REFER TO ANNEXURE (A)	

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
5th October 2018	\$50,350.00	\$5,035.00	\$55,385.00
59 SUBSEQUENT PAYMENTS	\$50,350.00	\$5,035.00	\$55,385.00
		Product Price	\$3,323,100.00

Payment Schedule

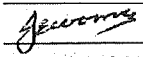
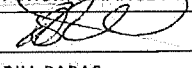
Product Price and Payment Terms, Cont...

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	WESTRAC PTY LTD	Supplier	FORUM FINANCE PTY LTD
By		By	
Print Name	JARVAS CROOME	Name	BILL PAPAS
Title	CEO	Title	MD

Annexure A

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* (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.

Want to know more?
 Let's Talk

p. 1300 036 786
 e. info@forumgroup.com.au
 —
 forumgroup.com.au

Agreement To. _____

Agreement No. _____

Equipment

Product Description	Serial No.	Location Address
INEO + 658	A79J040V78F01	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F23	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F02	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F24	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F03	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F25	1 WESTRAC DRV, TOMAGO 2322
INEO + 658	A79J040V78F04	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F26	1 WESTRAC DRV, TOMAGO 2322
INEO + 658	A79J040V78F05	1 WESTRAC DRV, TOMAGO 2322
INEO + 658	A79J040X76F27	1 WESTRAC DRV, TOMAGO 2322
INEO + 658	A79J040V78F06	1 WESTRAC DRV, TOMAGO 2322
INEO + 658	A79J040X76F28	1 WESTRAC DRV, TOMAGO 2322
INEO + 658	A79J040V78F07	1 WESTRAC DRV, TOMAGO 2322
INEO + 658	A79J040X76F29	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F08	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F30	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F09	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F31	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F10	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F32	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F11	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F33	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F12	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F34	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F13	1 WESTRAC DRV, TOMAGO 2322
INEO + 658	A79J040X76F35	1 WESTRAC DRV, TOMAGO 2322
INEO + 658	A79J040V78F14	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F36	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F15	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040X76F37	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 658	A79J040V78F16	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 458	A79M4J647Y002	1 WESTRAC DRV, TOMAGO 2322
INEO + 458	A79M4J577Y012	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
INEO + 458	A79M4J647Y003	1 WESTRAC DRV, TOMAGO 2322
INEO + 458	A79M4J577Y013	1 WESTRAC DRV, TOMAGO 2322
INEO + 458	A79M4J647Y004	1 WESTRAC DRV, TOMAGO 2322
INEO + 458	A79M4J577Y014	1 WESTRAC DRV, TOMAGO 2322
INEO + 458	A79M4J647Y005	1 WESTRAC DRV, TOMAGO 2322
INEO + 458	A79M4J577Y015	1 WESTRAC DRV, TOMAGO 2322
INEO + 458	A79M4J647Y006	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055

Supplier Details

Customer Name FORUM FINANCE PTY LTD
 Trading Name FORUM FINANCE PTY LTD ABN 16 153 301 172
 Address Level 5, 141 Walker Street, North Sydney Postcode 2060

Customer Details

Customer Name WESTRAC PTY LTD Pty Limited _____
 Trading Name WESTRAC PTY LTD ABN 63 009 342 572
 Address 128-136 GREAT EASTERN HWY, SOUTH GUILDFORD Postcode 6055

Payment Schedule

Payment Schedule dated on between Supplier and Customer.

Date of Acceptance of Delivery

Date 25th September 2018

Products

As described in the Payment Schedule.

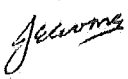
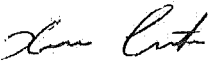
Product price

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 25th Sept 2018

Signed by Customer	
Authorised Signature: 	Name (print): JARVAS CROOME
	Title: CEO
In the presence of: Signature of witness: 	Name (print): XAVIER COETZEE
	Title: GM Contracts Procurement

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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 9:14 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

No problem – just need to source them and will then send through – hopefully this afternoon

Regards

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 10:54 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Hope the morning is going well.

Are you able to send me through copies of all of these schedules please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | [REDACTED] | **I:** www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 7:43 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I don't think its an abbreviation albeit it might have been based on the original founders names but apparently Eqwe is the new name of the business.

They are primarily an equipment manager eg servicing, procuring etc

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 9:36 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Thanks for clarifying, but just for my understanding, what does BHO stand for please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 7:35 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I think Eqwe Pty Ltd is one of their subsidiaries which might be more familiar to your colleagues as that's the name referenced on the docs

Hope that helps

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 9:27 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Thanks for sending this through Tim,

Is BHO an actual company? Sorry the initials aren't familiar to anyone here.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [Redacted]

Sent: Wednesday, 2 June 2021 7:24 AM

To: Carly Rossbach-Smith [Redacted]

Subject: RE:

Hi Carly

I've attached an example of the pack that would have been provided by BHO (Agent) and Forum (Supplier) to Westrac for the most recent of the leases (which commenced Feb-21).

We have all of these on file to my knowledge so can send through the other 6 no problem but suspect your IT team should have the same.

Just let me know what you need

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith [Redacted]

Sent: Monday, 31 May 2021 1:53 PM

To: Ewing, Tim [Redacted]

Subject: RE:

Hi Tim,

Hope your trip home went well.

I received a flurry of emails from you all at once on Friday evening.

Any further detail you have on this arrangement that you can share would be very helpful please.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[Redacted] | [Redacted] | www.westrac.com.au



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From: Ewing, Tim [Redacted]

Sent: Friday, 28 May 2021 6:14 PM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I wasn't directly involved in this arrangement but I expect that there will be an agreement in place between Westpac and BHO as to how the P&A relationship works, and then a separate one between Westrac and BHO regarding the provision and financing of the equipment. If we have the latter on file I'd be happy to provide on Monday.

Enjoy your weekend

Regards

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Friday, 28 May 2021 3:22 PM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Also, do you also have a copy of the actual principal and agency agreement please or is that something that BHO have in place with WesTrac?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED]

[REDACTED]

I: www.westrac.com.au



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From: Carly Rossbach-Smith

Sent: Friday, 28 May 2021 9:05 AM

To: [REDACTED]

Subject: RE:

Hi Tim,

Hope you've had a great week.

If it was possible are you able to send me through the details and schedules behind these individual leases please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED]

[REDACTED]

I: www.westrac.com.au



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From: Ewing, Tim [REDACTED]
Sent: Thursday, 27 May 2021 3:24 PM
To: Carly Rossbach-Smith [REDACTED]
Subject: RE:

Hi Carly

Please see attached what we have on our system in relation to the BHO leases.
If you require more detail behind the individual leases in terms of the breakdown of the equipment we should be able to dig out some supporting schedules.

Regards
Tim

Tim Ewing
Director, Structured and Asset Finance
Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith [REDACTED]
Sent: Wednesday, 26 May 2021 9:18 PM
To: Ewing, Tim [REDACTED]
Subject: RE:

Thanks Tim,

Appreciate the clarification. Our IS team would oversee these ones.
Are you able to provide me with a full listing of the ones we currently have in place please?
Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [REDACTED]
Sent: Wednesday, 26 May 2021 5:42 PM
To: Carly Rossbach-Smith [REDACTED]
Subject: RE:

Hi Carly

The \$9.7m relates to a \$12m finance lease facility that was established in Oct-18 when Duncan Scott was around and has 7 leases under it currently (the last one of which commenced in Feb-21).

I think it relates to a mixture of photocopiers and equipment monitoring equipment.
It's under a Principal & Agency arrangement whereby BHO provides Westrac with the equipment and Westpac finances it on a fully disclosed basis with the documentation specific to that arrangement.

Happy to discuss further or provide more information.

Regards

Tim

ps we'll have that quote to you first thing tomorrow morning.

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 26 May 2021 6:19 PM

To: Ewing, Tim [REDACTED]

Subject:

Hi Tim,

Hope your day has gone well.

I just got a call back from Nick O'Brien and he mentioned out leasing limits were \$14m but that under finance leases we currently had \$9.7m of exposure. Do you know what this relates to please because I didn't think we had anything in place at the moment?

Kind Regards

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED]

I: www.westrac.com.au



THE FIRST CHOICE IN EQUIPMENT SOLUTIONS

ACN 009 342 572 | Our applicable terms and conditions can be found at: [WesTrac Terms & Conditions](#)

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Confidential communication

Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)

Westpac Institutional Bank is a division of Westpac Banking Corporation



People & Technology. Together.

Rental Agreement

Between Northern Managed Finance Pty Ltd ABN 43 125 018 582 of Suite 305, 220 George Street, Sydney NSW 2000 (the "Owner") and the "Renter" as described in the Schedule ("you").

Tax Invoice

Schedule Rental Agreement No.: Commencement Date:

Renter Details

Name of **WESTRAC PTY LTD**
 Renter in full:
 Address: **128-136 GREAT EASTERN HWY, SOUTH GUILDFORD** State: **WA** Postcode: **6055** ABN: **63 009 342 572**
 Contact Name: Phone: Fax: Email:
 Industry Type: Years Trading: Insurer:
 Location of Equipment (if different from above):

Equipment Description

Qty	Model	Description	Serial No
		REFER TO ANNEXURE	

Rental Payments

■ **Rental Payment**
 Fixed payment (for each Period) comprising of:
 - Payment of (inc Stamp Duty) \$ **26,600**
 - Plus GST \$ **2,660**
 Rental Payment (total for each Period): \$ **29,260**

■ **Term**
 - Term: **48** Periods from the first Payment Date
 - Period: Monthly Quarterly
 In Advance In Arrears

Details of Director / Partner / Individual / Guarantor

Name in Full:	Name in Full:
Address:	Address:
State: Postcode: Date of Birth:	State: Postcode: Date of Birth:
Drivers Licence No: Expiry Date:	Drivers Licence No: Expiry Date:
Home Owner: Value: Mortgage:	Home Owner: Value: Mortgage:

Business Purpose Declaration

I/We declare that the Equipment to be hired by me/us from the lessor are to be hired wholly or predominantly for business purposes.
IMPORTANT: You should only sign this declaration if the Equipment is hired wholly or predominantly for business purposes. By signing this declaration you may lose your protection under the National Credit Code.

Signatures

Renter Signature

By signing this Agreement, you are bound to this Agreement, including this Schedule and the Terms of Rental attached to this.

Name: JARVAS CROOME	Title: CEO/DIRECTOR	Signature:	Date: 9/6/17
Name: BRIAN PEREIRA	Title: CFO	Signature:	Date: 9/6/17
Witness Name: NATALIE CARTRIGHT	Title: NATIONAL PROCUREMENT	Witness Signature:	Date: 9/6/17

Guarantee & Indemnity

By signing this Agreement, each of the following person(s) (collectively the "Guarantor") agrees to provide a guarantee and indemnity in accordance with the guarantee and indemnity provisions set out in the Terms of Rental. The Guarantor acknowledges having read and understood the Terms of Rental attached to this Schedule.

Name:	Title:	Signature:	Date:
Name:	Title:	Signature:	Date:
Witness Name:	Title:	Witness Signature:	Date:

Acceptance by Owner - by signing this Agreement the Owner agrees to be bound by it.* (Office use only)

Name (print):	Authorised Signature:	Date:
Title:		

*The Owner may evidence its acceptance of this Agreement without signing the above through purchasing the Equipment for the purposes of this Agreement.

© Copyright

Privacy – Acknowledgement and Consent

Privacy Act 1988 (Cth) and all related rules and regulations (“the Act”)

To: Northern Managed Finance Pty Ltd ABN 43 125 018 582 and any disclosed or undisclosed principal on whose behalf it may act as agent (“You” or “Your”)

I acknowledge that the information and notifications below are provided on Your behalf. You may collect, hold, use and disclose personal information about me (including information required to comply with Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments, the National Consumer Credit Protection Act 2009 and the Personal Property Securities Act 2009) to enable You to: assess my personal and/or commercial credit worthiness; process my application; provide, administer and manage the products and services provided to me; audit and evaluate those products and services; notify a credit reporting body or other credit providers of my payment history or any default by me; model and test data; communicate with me; improve and develop products and services; conduct credit scoring, securitisation, research, risk management and portfolio analysis; provide and administer any related rewards program and deal with any complaints or enquiries. I acknowledge that if I fail to provide complete information or information that is inaccurate, You may not be able to process or accept the application and transactions may be delayed, blocked or refused.

Authority for You to obtain certain credit information: I authorise You, Your agents and third parties who referred me to You to seek, obtain and use, credit reporting information about me (including from credit reporting bodies (“CRBs”)) to: assess an application by me for consumer credit or commercial credit; manage my credit and related funding arrangements; assess an application by me to be a guarantor in relation to credit; review my credit on a periodic basis as though assessing a new application; collect overdue payments; and create assessments and ratings of my credit worthiness.

Authority to exchange information with credit reporting bodies: I authorise You and Your agents to obtain credit reporting information about me from a CRB or other business that provides information about credit worthiness. The CRB may include that information in reports that it provides to other credit providers to assist them to assess my credit worthiness. You may deal with the following CRB:

Veda Advantage Information Services and Solutions Limited (ABN 26 000 602 862) (“Veda”) Address: PO BOX 964, NORTH SYDNEY NSW 2059 - Website: www.mycreditfile.com.au Veda has a privacy policy which explains how it will manage credit-related personal information. This is available at www.veda.com.au/privacy or by contacting Veda using the details set out above.

I have the right to contact a CRB and request that it: not use my credit reporting information for pre-screening for direct marketing offers by a credit provider; and not use or disclose my credit reporting information if I believe on reasonable grounds that I have been, or am likely to be, the victim of fraud.

I allow such an entity to create or maintain credit information about me (before, during or after the provision of credit to me). The information may include: permitted identification particulars; the fact that I have applied for credit and the amount and type of credit; the fact that You are a credit provider to me; credit limit; loan start/end dates; repayment history; ‘default information’ (in addition to and without limiting repayment history information), i.e. payments overdue for more than 60 days in specified circumstances; in relation to those overdue payments, advice about new payment arrangements or that those payments are no longer overdue; in specified circumstances that in Your opinion there has been a serious credit infringement (e.g. fraud); and other credit worthiness information that can be disclosed under the Privacy Act.

Authority to exchange information with other credit providers: I authorise You to give to and obtain from Your agents (as defined in the Act) and any credit providers information about my credit worthiness, credit standing, credit history or credit capacity, and to give and receive a banker’s opinion for purposes connected with my creditworthiness, business, trade or profession. The information may be exchanged for, but not limited to, any of the following purposes: to assess an application by me for credit or to be a guarantor, to determine or confirm the status of my credit including any defaults; to assess my creditworthiness at any time during or after the life of a credit arrangement; to give or obtain an opinion on me; and any other purpose permitted by law.

Authority to exchange information with other third parties: You may exchange my personal information with other related companies; any suppliers or dealers of items the subject of my application; persons with whom You have white label arrangements (e.g. to sell our products under another brand); introducers, referrers and any other person associated with the lodgement of this application; funders and related service providers that assist in the processing of my application and the management of my credit; as well as with service providers including those relating to any associate rewards program and the types of service providers described in our Privacy Policy. Other authorised disclosures include to my referees, my past and present employers, my past and present landlords, my next of kin, any person acting on my behalf, (e.g. financial adviser, solicitor, broker, accountant, executor, administrator, trustee or guardian), rating agencies, insurers, entity concerned with the supply or manufacture of assets to me/applciant, valuers and debt collection agencies. You may also disclose personal information to regulatory authorities (e.g. tax authorities in Australia and overseas) in connection with their lawful information requests or to meet legal obligations in any relevant jurisdiction.

Authority to exchange sensitive information: In some cases, sensitive information may be collected for specific purposes (for example, information regarding my health to enable the assessment of a hardship relief application). The references in this Privacy Statement to personal information include sensitive information such as my medical and health related details, and I agree that You may exchange such information with other parties listed in this

Privacy Statement for the purpose of assessing or processing such applications and may seek further information from any medical attendant consulted by me.

Authority to give information to guarantors: I authorise You to give to any person who guarantees or indemnifies, or is to guarantee or indemnify, my obligations (“Guarantor”) information about my credit worthiness, credit standing, credit history or credit capacity for the purpose of determining if that person wishes to act as a Guarantor and keeping the Guarantor informed of the guarantee or indemnity, and for any purposes related to the proposed or actual enforcement of the guarantee or indemnity.

Authority to obtain information about guarantors: (This section addresses additional matters relevant if I am a Guarantor) I authorise and consent to You or Your agents collecting personal information about me and obtaining both my personal and commercial credit reports from a CRB, to assess my capacity as a guarantor. If I am accepted as a guarantor You may disclose my personal information to external agents, professional advisers and service providers, for the purpose of managing the account and contacting me in relation to the guarantee or indemnity provided. I also authorise You and Your agents to provide to the person/s in respect of whom I am Guarantor personal information about my credit worthiness, credit standing, credit history or credit capacity for any purposes related to the product or any proposed or actual enforcement of the product, guarantee or indemnity. I acknowledge and agree that if You provide the product, this authority remains in force until the credit under the product is fully and finally settled and discharged.

Authority to use information for administration processes: I authorise You to use any information collected in this application and in subsequent administration processes for future applications I may wish to make for Your other products and/or services and related services, and to disclose this information to our related bodies corporate for similar use. We will only use information collected for this purpose to the extent it is permitted to do so at law.

Authority to provide information for funding purposes: I authorise You to disclose any personal information about me to another person (including without limitation, any trustee, servicer, credit enhancer, funder, ratings agency) in connection with any funding of our business or any transactions including by means of an arrangement involving securitisation.

General Privacy Matters: I acknowledge that You collect personal information through interactions with me and my agent(s) (including telephone, email or online), as well as from public sources and third parties including information brokers and service providers. Without this information, You may not be able to process my application or provide me with an appropriate level of service.

I consent and agree that: (a) You may give me notices or documents by electronic communication, including by sending the notice or document to the email address provided with my application or the last email address I have otherwise notified; (b) if a notice or document is so given, it will be taken to be given at the time when the notice or document has entered my information system; (c) where a notice or document requires acceptance of the information contained therein, such an intention can be met electronically with the utilisation of an electronic signature; (d) paper notices and documents may no longer be given to me; (e) electronic communications should be regularly checked for notices and documents; and (f) my consent to the giving of notices and documents by electronic communication may be withdrawn by me at any time.

I acknowledge that where I have provided You with personal information about someone else that I have obtained their consent to provide their personal information based on this Privacy Consent.

I acknowledge that the third parties with whom You exchange personal information whilst conducting ordinary business activities, may operate outside of Australia (this includes the United States; United Kingdom; Philippines; Malaysia; India and other countries specified in our Privacy Policy). I understand and agree that while the third parties may be subject to confidentiality or privacy obligations, in relation to personal information that is not ‘credit eligibility information’ (certain personal information from (or based on information from) credit reporting bodies) they may not always follow the particular requirements of Australian privacy laws.

You, Your related companies and any third parties involved in the introduction or referral of this application (including any dealers or suppliers of items the subject of my application) or with whom You have white label arrangements may exchange and use my personal information to contact me on an ongoing basis by telephone, electronic communications (like email), online and other means to offer products or services that may be of interest to me, including offers of banking, financial, advisory, investment, insurance and funds management services, and assets suited to leasing or finance (including vehicles, medical equipment, computers, office equipment, machinery and manufacturing equipment).

By ticking this box I/We do not consent to You using and disclosing my/our personal information for the purpose described immediately above. In accordance with the Privacy Act, requests for access to and correction of personal information can be made using the contact details below:

Addressee: Northern Managed Finance Pty Ltd
Postal Address: Suite 305, 220 George Street, Sydney, NSW 2000
Phone: (02) 9251 2700

I have the right to make a complaint to You if I consider that You have committed a breach of the Privacy Act 1988 (Cth) in relation to my personal information. By requesting a copy of Your Privacy policies and (where applicable) credit reporting policies, further information can be obtained regarding the handling of personal information, access or correction of personal information, how privacy concerns are dealt with, website privacy, the credit reporting bodies used and how to obtain free copies of Your credit reporting information from those bodies. Northern Managed Finance Pty Ltd (Privacy Officer) can be contacted on (02) 9251 2700.

Name and signature of individual(s) giving his/her consent as applicant or guarantor:

Name:	
Signature	Date:
Name:	
Signature	Date:

Terms of Rental

1. Your Acknowledgments You acknowledge and agree: (a) you have satisfied yourself as to the Equipment's condition and suitability for your purposes; (b) you will, at your own cost, obtain delivery of the Equipment and we will not be liable for any delay in that delivery (except to the extent directly caused or contributed by our fraud, gross negligence or wilful misconduct); (c) under the ASIC Act, the ACL or another law to a similar effect, you may have the benefit of statutory warranties, guarantees, linked credit provider liability and other rights in respect of the Equipment that we cannot contract out of. Apart from these, and to the full extent permitted by the ASIC Act, the ACL and other applicable laws: (i) all express and implied terms, guarantees, conditions and warranties (other than the ones set out in this Agreement) are excluded; (ii) we make no representation or warranty as to the condition, specifications, quality, fitness for purpose, suitability or safety of the Equipment or as to the taxation treatment or accounting classification of any transaction evidenced by this Agreement; and (iii) we are not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Equipment (except to the extent directly caused or contributed by our fraud, gross negligence or wilful misconduct); (d) whether or not the ASIC Act, the ACL or any law to a similar effect applies, our liability for anything in relation to the Equipment or its use, including damage or economic loss to anyone, is limited to the maximum extent permitted by law. In any event, our liability is limited, at our option: (i) in the case of Equipment, to the replacement of the Equipment (or the supply of equivalent Equipment), the repair of the Equipment, the payment of the cost of replacing the Equipment (or of acquiring equivalent Equipment) or the payment of the cost of having the Equipment repaired; or (ii) in the case of services, to the supplying of the services again or the payment of the cost of having the services supplied again; and (e) in no event will we be liable for any indirect, consequential or economic loss or damage arising under or in connection with this Agreement (except to the extent directly caused or contributed to by our fraud, gross negligence or wilful misconduct). For the avoidance of doubt, nothing in this Agreement is intended to exclude, restrict or modify any rights or remedies which you may have under the ASIC Act, the ACL or any other applicable law which cannot be excluded, restricted or modified.

2. Payment Obligations 2.1 You must make any payments under this Agreement by way of direct debit or in such other manner as we may from time to time direct in writing (acting reasonably). 2.2 You must pay us the Rental Payments referred to in the Schedule at the times referred to in the Schedule. If the Commencement Date occurs after the Acceptance Date (or the date we pay for the Equipment if that is later than the Acceptance Date), then you also agree to rent the Equipment from us during the period from the Acceptance Date to the Commencement Date (the "Interim Period") and to pay to us promptly on demand an additional amount equal to the Rental Payment for the first Period multiplied by the number of days in the Interim Period and divided by the number of days in that Period. Payment of this additional amount does not alter your liability to pay the Rental Payments described in the Schedule throughout the Term. 2.3 You must pay or bear and indemnify us against all stamp duties, taxes (other than income tax), other duties, fees and fiscal imposts payable on or in respect of this Agreement, any monies payable under this Agreement, or our purchase or sale of the Equipment and any other transaction evidenced by this Agreement. Should the amount actually payable to the relevant authority for any such duties, taxes, fees or imposts differ from the amount (if any) disclosed in the Schedule, you must pay to us the amount of the deficiency promptly on demand. 2.4 You must pay or reimburse us on demand for the amount of any GST payable on any supply made by us under or in connection with this Agreement (including, without limitation, any GST payable in connection with any Early Termination Amount). You must also pay or reimburse us on demand for the amount of any GST payable by us on the acquisition of the Equipment (to the extent that we are unable to claim an input tax credit in respect of such GST). 2.5 You must pay to us any fees or charges reasonably incurred by us that we may reasonably request: (a) to recover any transaction fees or costs reasonably incurred by us, including, but not limited to, any costs incurred in seeking to recover any payments owed by you to us; (b) for the provision of information requested by you; (c) for acting on any assignment or variation of this Agreement requested by you; (d) as a result of you not paying us in the way we require under clause 2.1; (e) to recover registration, account maintenance and update fees; or (f) to recover any losses arising from and any costs incurred in connection with any action taken by us under or in relation to the PPSA, including any registration, or any response to an amendment demand or a request under section 275 of the PPSA, or any search of the PPS Register, and you authorise us to debit your account for these fees at the time charged. 2.6 Subject to clause 2.1, all payments by you must be paid promptly on demand or as provided for in the Schedule in funds that are immediately available to us. If a date for payment: (a) is not a Business Day, the payment must be made on the preceding Business Day; or (b) falls on a day not contained in a month, the payment must be made on the last day of that month. 2.7 Without limiting clause 2.3, you must pay for all registration fees, compulsory third party insurance and purchase stamp duty in relation to the Equipment and consent to us making payment on your behalf. 2.8 Your obligation to pay the Rental Payments is absolute and unconditional and (without limitation) will continue even if the Equipment breaks down, are defective, damaged, lost, stolen or destroyed (other than as a result solely of our own fraud, gross negligence or wilful misconduct) and you agree not to exercise or seek to exercise any right or claim to withhold payment or claim any deduction or set-off.

3. Use & Care Of The Equipment 3.1 You: (a) must ensure that the Equipment is used only in your general business operations and only for the purposes for which it was designed, by qualified personnel complying at all times with all laws relating to the Equipment and its use and with all instructions and recommendations issued by the supplier or manufacturer of the Equipment and, if the law requires the Equipment to be registered, you must attend to this and ensure they remain registered at all times; (b) must at your own cost ensure the Equipment is maintained by qualified personnel in accordance with all instructions and recommendations issued by the supplier or manufacturer of the Equipment and, if necessary, repaired by qualified personnel, so it remains at all times in good working order and condition and subject to any applicable warranty; (c) irrevocably authorise, and must use your best endeavours to have others authorise, us to enter upon any premises during reasonable times and upon reasonable notice (but at any time after the occurrence of an event referred to in clause 7) where we reasonably believe the Equipment is located to examine its state of repair and operation; (d) agree that any replacement of, alteration or addition to any accessories, tools or other Equipment supplied with, installed in, or attached to, the Equipment (including, without limitation, any tyres) during the Term will become our property and will be considered part of the Equipment for the purposes of this Agreement. You must ensure that they are free of any Security Interests (other than PPS Security Interests in our favour) before they are installed on or attached to the Equipment; (e) must not permit any Equipment: (i) to become a fixture or an accession to; or (ii) to be manufactured, processed, assembled or commingled with, anything that we do not own or is not subject to a perfected PPS Security Interest in favour of us, and even then only if the priority of that PPS Security Interest is no less favourable than the priority of our PPS Security Interest in those Equipment. If the normal use of the Equipment may require it to become a fixture or an accession then you may request our consent which will not be unreasonably withheld, subject to any conditions reasonably necessary to protect our interest as a secured party under our PPS Security Interest in the Equipment; (f) agree to notify in advance any person who is to repair or maintain the Equipment that you have no authority to pledge our credit or create a Security Interest or right in, over, the Equipment to or in favour of any person other than us; (g) must not sell, hire, dispose, sublet, or part with possession of, or create or permit to be written consent; and (h) must promptly provide us access to the Equipment at reasonable times and on reasonable notice to enable us to affix identifying plates or marks on the Equipment, and you must not place, or allow to be placed, on any Equipment any plates, words, markings or numbers that are inconsistent with our PPS Security Interest in the Equipment. If we reasonably ask, you must affix to the Equipment a readily visible plate or sign that brings the existence of our PPS Security Interest in the Equipment to the attention of other persons and states that a disposal of the Equipment or the granting of a Security Interest over the Equipment which is not otherwise permitted under this Agreement will breach this Agreement. You must not remove or change, or allow any person to remove or change, that plate or sign unless we give our consent (such consent not to be unreasonably withheld). 3.2 You acknowledge, if you dispose of or otherwise deal with the Equipment or an interest in them in breach of clause 3.1(g), that we have not authorised the disposal or agreed that the dealing would extinguish our interest (including any PPS Security Interest), and that our interest (including any PPS Security Interest) continues in the Equipment or interest, despite the disposal or dealing. 3.3 For the purposes of section 20(2)(b)(i) of the PPSA, the collateral that is subject to the PPS Security under this Agreement is the Equipment.

4. Other Obligations 4.1 You must: (a) do or cause to be done anything which we consider reasonably necessary or desirable to perfect and protect any PPS Security Interest provided for by this Agreement; and (b) provide us with all information we reasonably need in order to ensure that any registration of any PPS Security Interest provided for by this Agreement is, and remains, fully effective and with the priority that we require. 4.2 You warrant that you have not had any other name in the last 5 years other than your name in this Agreement (except as notified to us) and you agree not to change your name without first giving us 30 Business Days' notice in writing of your proposed new name. 4.3 You agree to notify us immediately in writing of any transfer of Equipment or an interest in Equipment, and to provide us with any information that we ask for in relation to the transferee to enable us to perfect our PPS Security Interest as against the transferee. You acknowledge, though, that any such notification does not cure any breach of your undertaking in clause 3.1(g). 4.4 If you: (a) sub-lease the Equipment to a third party; or (b) transfer the Equipment to a third party and that third party grants you a Security Interest in the Equipment, you must immediately provide us with all original documents relating to that sub-lease or Security Interest. You acknowledge, though, that providing those documents does not cure any breach of your undertaking in clause 3.1(g). 4.5 If you dispose of the Equipment in a way that gives rise to an account (as defined in the PPSA), you grant us a PPS Security Interest in that account. You acknowledge, though, that any such grant does not cure any breach of your undertaking in clause 3.1(g).

5. Insurance 5.1 You must, at your cost, effect and keep current throughout the Term (and during any Interim or Holding Over Period) with a reputable and solvent insurer: (a) insurance in respect of the Equipment for its full insurable value against all loss or damage of any kind whatever and however caused; (b) insurance for such amount of cover as is reasonably required by us (or if not specifically required by us, for such amount as a prudent owner of the Equipment would obtain cover) having regard to the nature and intended use of the Equipment, against any loss, damage or injury of any kind whatever and however caused to any person or property arising out of the Equipment or its use, under a policy covering all such risks, including claims by third parties; and (c) insurance against any other loss, damage, injury or risk which we may reasonably require from time to time.

5.2 You must ensure that our interest as owner and secured party is noted on all such insurances and you must produce to us promptly on demand proof of the currency of such insurances and must ensure nothing is done or occurs which might prejudice or invalidate those insurances. We may at our discretion and acting reasonably, at any time, effect any such insurances in our own name and on our own behalf, in which case we may include that cost in the acquisition cost of the Equipment or you must reimburse us on demand for that cost. 5.3 We are entitled to receive all monies payable under any relevant insurance or by any other person in respect of damage to, or loss of, the Equipment and you irrevocably appoint us and each of our authorised representatives, as your attorney to recover or compromise in our respective names any claim for loss or damage under any of the abovementioned insurances, and to give effectual releases and receipts. You also irrevocably authorise us to appropriate any insurance or other monies received (less any GST) in respect of any loss of, or damage to, the Equipment towards any debt or liability, present or future, actual or contingent, of yours or, in our discretion (acting reasonably), to repairing such damage or replacing the Equipment. To the extent that those insurance monies may be insufficient to effect such repairs, you must apply your own monies for this purpose. 5.4 You must notify us immediately in writing of any loss of or damage to the Equipment.

6. Permitted Exclusions & Indemnities 6.1 You indemnify us, our agents and employees against all loss, damage, liabilities, taxes and reasonable costs, charges and expenses (including legal expenses but excluding any liability, cost, loss or expense to the extent directly due to our fraud, wilful misconduct or gross negligence) arising from, or in respect of: (a) the Equipment's delivery, installation, use or change of use, location, condition, operation, seizure, forfeiture or other confiscation, or the Equipment's loss, destruction, theft or damage however caused including loss of value resulting from insufficient, inadequate or faulty repair; (b) any claim or demand made by any third party in relation to the Equipment or the use of the Equipment; (c) any damage to property or death of, or injury to, any person suffered or sustained in connection with the Equipment or the use of the Equipment; (d) any failure by you to observe your obligations under this Agreement or arising from the early termination of this Agreement (to the extent not otherwise recoverable under this Agreement) or from any representation, warranty or statement (including on tax matters) made by you in, or in connection with, this Agreement which is untrue or misleading in any material respect; (e) any steps reasonably taken by us to administer, exercise, enforce or preserve any of our rights under or in connection with this Agreement; (f) any loss, reduction or disallowance of any depreciation allowance or of any tax deduction or rebate of any income or other tax upon which we have reasonably relied in calculating the Rental Payments payable under this Agreement; (g) any new legislation or change in any legislation (including government revenue raising legislation) or subordinate legislation, or any change in any ruling, guideline, directive or requirement issued by any government authority or any change in the interpretation of any such legislation, subordinate legislation, ruling, guideline, directive or requirement that affects this Agreement, the transactions evidenced by this Agreement, our obligations under this Agreement or our return under this Agreement; or (h) any Security Interest contemplated by this Agreement not having its intended priority required by us, failing to attach to the Equipment, not being perfected, being void, illegal, invalid, unenforceable or of limited force and effect (other than as a result solely of our own act or omission). 6.2 You release us, to the full extent permitted by law, from all claims and demands of every kind arising out of the delivery, installation, location or use of the Equipment, including any liability which may arise in respect of any accident or damage to property or death of, or injury to, you or any other person of whatever nature or kind or arising out of any steps taken by us to exercise, enforce or preserve our rights under or in connection with this Agreement. This release does not apply to the extent that a claim or demand arises directly from our fraud, wilful misconduct or gross negligence. 6.3 The indemnities and releases set out in this Agreement continue in full force and effect notwithstanding the termination (however occurring) of this Agreement.

7. Our Right To Terminate 7.1 We may terminate this Agreement by notice in writing to you and repossess the Equipment if any of the following events occur: (a) (failure to pay Rental Payment) you fail to pay a Rental Payment within two (2) Business Days of its due date; (b) (repudiation) you breach any other essential provision of this Agreement or otherwise repudiate your obligations under this Agreement; (c) (non-compliance with rectification notice) you fail to observe any other obligation under this Agreement after first being given a written notice by us which requires such failure to be rectified within a period of at least ten (10) Business Days after service of the notice, that notice being deemed to stipulate the time for rectification to be of the essence; (d) (misrepresentation) we ascertain in our reasonable opinion that any representation, warranty or statement made by you in, or in connection with, this Agreement is untrue or misleading (whether by omission or otherwise) in any material respect; (e) (material change) there is, in our reasonable opinion, a material adverse change in your business, assets or financial condition or a material change in your ownership without our prior written consent and which will, in our reasonable opinion, materially adversely affect the performance of your obligations under this Agreement; (f) (Insolvency) you or the Guarantor enter into, or any steps are taken to have you or the Guarantor enter into, liquidation, provisional liquidation, official management, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with your or the Guarantor's creditors or any of them or you or the Guarantor fail to pay your or the Guarantor's debts as they fall due or you or the Guarantor otherwise become insolvent; (g) (insurance) any insurance required under this Agreement is cancelled or any insurer disclaims liability, or we receive notice that any such insurance will be cancelled or materially adversely modified and a fresh policy is not effected in accordance with this Agreement before expiration of the notice; (h) (loss of Equipment) the Equipment is lost, destroyed, in adverse possession, seized or impounded, or in the opinion of any insurer, damaged to any extent making repair impracticable or uneconomic; (i) (cross default) you fail, or a related body corporate fails, to comply with your or its obligations under any leasing, borrowing, hiring or other finance agreement or arrangement with us or any related body corporate, or under any guarantee, indemnity or undertaking given to us or any related body corporate where: (i) such failure is not rectified within five (5) Business Days (or any longer period applying under the relevant agreement or arrangement) after we or the related body corporate (where applicable) give you a notice requiring you to do so; and (ii) we are of the reasonable view that such failure would have a materially adverse effect on your ability to perform your obligations under this Agreement; or (j) (jeopardy) we ascertain in our reasonable opinion that there is a serious risk of loss or damage to the Equipment for any reason. 7.2 Without limiting the essentiality of any other term of this Agreement, your obligation to pay the Rental Payments on time, to maintain and insure the Equipment, to comply with clause 3.1(g) and to remain solvent are essential terms of this Agreement. You will be taken to have repudiated your obligations under this Agreement if you do not comply with any of the essential terms of this Agreement. 7.3 If we terminate this Agreement under clause 7.1, you must: (a) immediately on receiving notice of termination, deliver up the Equipment in good working order and condition (fair wear and tear excepted), packed and crated and decommissioned in accordance with the manufacturer's specifications (and otherwise in accordance with any return conditions set out in the Special Conditions), to us at a place directed by us (acting reasonably) together with any duly executed transfer of certificate of registration and such records regarding the Equipment as reasonably required by us; (b) pay to us on demand, by way of indemnity for our loss arising from the early termination, the Early Termination Amount; (c) pay to us on demand our reasonable Costs of Repossession; and (d) pay to us on demand all monies which fell due prior to termination and which remain outstanding. 7.4 If an event referred to in clause 7.1 occurs entitling us to terminate this Agreement, then the occurrence of such event shall: (a) constitute an event of default under; and (b) be taken to be a repudiation of your obligations under, any other leasing, borrowing, hiring or other finance agreement or arrangement with us or any related body corporate, thereby entitling us to terminate that leasing, borrowing, hiring or other finance agreement or arrangement.

8. Our Title To The Equipment 8.1 You acknowledge that the Equipment remains our property at all times and that your rights under this Agreement are personal and as bailee only, and that you have no authority to deal with, and agree not to purport to deal with, or share or transfer possession of, the Equipment. 8.2 You must do everything reasonably necessary to protect our title to and PPS Security Interest in the Equipment, including advising third parties of our ownership of and PPS Security Interest in the Equipment. You must refrain from doing anything which could give rise to any claim adverse to our ownership of and PPS Security Interest in the Equipment. You must notify us immediately if a third party makes any such claim. 8.3 If we become entitled to repossess the Equipment, you irrevocably authorise us to enter upon any land or premises where we reasonably believe the Equipment is and remove, detach and dismantle the Equipment, including from any part of the premises to which it may have been affixed.

9. Procedure On Expiry 9.1 On expiry of the Term (or on expiry of any Holding Over Period, under clause 9.2), you must: (a) at your cost, immediately deliver up the Equipment in good working order and condition (fair wear and tear excepted), packed and crated and decommissioned in accordance with the manufacturer's specifications (and otherwise in accordance with the return conditions set out in the Special Conditions) to us at a place directed by us (acting reasonably) together with a duly executed transfer or certificate of registration (where applicable) and such records regarding the Equipment as are reasonably required by us, and if you do not do so, we may repossess the Equipment; (b) pay to us on demand, by way of liquidated damages, an amount equal to the average daily Rental Payment payable by you during the Term for each day you fail to deliver up the Equipment in accordance with clause 9.1(a) or until we retake possession of the Equipment (to the extent not otherwise payable under clause 9.2); (c) pay to us on demand our reasonable Costs of Repossession; and (d) pay to us on demand all other reasonable amounts then due and payable under or in connection with this Agreement. 9.2 If you do not return the Equipment in accordance with clause 9.1(a) at the expiry of the Term, and we have not terminated this Agreement or exercised our right to repossess the Equipment, this Agreement shall be extended from month to month ("Holding Over Period") at the same Rental Payment (pro-rated, if applicable) and otherwise on the same terms and conditions which applied during the Term; provided that any Holding Over Period may be determined by us demanding possession of the Equipment at any time on fourteen (14) days' written notice to you or by you at any time providing fourteen (14) days' prior written notice and delivering the Equipment to us in the manner required under clause 9.1. This clause does not affect your obligation to return the Equipment on the day that this Agreement terminates or expires. 9.3 Payment of additional Rental Payments by you under clause 9.2 will not affect our ownership of or PPS Security Interest in the Equipment or any of our rights under or in connection with this Agreement.

10. Charges for Services 10.1 If the Rental Payments include amounts payable for the maintenance of the Equipment for the provision of other services (or for our recovery of our funding of maintenance or other services), whether or not such amounts are separately identified in the Schedule, you agree and acknowledge that: (a) such amounts have been included at your request; (b) you have given to us a direction to pay those amounts to the person providing the services ("Service Provider") or to retain those amounts if we have already paid the relevant maintenance or service charges to the Service Provider; (c) our role in the maintenance or other services consists solely of paying the Service Provider, and we are not responsible for the maintenance of the Equipment or the provision of any services; (d) we are not related to the Service Provider; and (e) your obligation to: (i) pay the Rental Payments and other monies payable under this Agreement free of any deduction, withholding or set-off on any account; and (ii) perform your other material obligations under this Agreement, is absolute and unconditional and, without limitation, will not be affected by: (i) the failure of the Service Provider to perform the services; (ii) the insolvency of the Service Provider; (iii) any defect in the Equipment; or (iv) the termination of any agreement or arrangement for the provision of any services. 10.2 If there is any breach in relation to the provision of any such services: (a) we may notify you of the part of the Rental Payment that relates solely to the rental of the Equipment, which revised Rental Payment for each subsequent Period will become payable by you in place of all Rental Payments due after such notification; (b) in all other respects, this Agreement and your obligations under it shall continue unchanged; and (c) we may assist you in finding a replacement Service Provider.

11. Where The Equipment Includes Software If the Equipment includes software or the licensing of any software is funded by us under or in connection with this Agreement: (a) where you have been granted the licence to use the software: (i) it is acknowledged that you will be entitled to the benefit of the licence during the Term (and any extension of the Term), subject to the terms of the licence; and (ii) upon the expiration or earlier termination of this Agreement, you will do all things reasonably required by us to ensure that we obtain the benefit of the licence or the grant of an equivalent licence to enable the continued use of the software; (b) where we have been granted the licence to use the software: (i) you may enjoy the benefit of the licence during the Term (or any extension of the Term) to the extent that the licence permits you to do so; and (ii) we will do anything within our power that is reasonably requested by you to enable you to enjoy the benefit of the licence during the Term (or any Holding Over Period); (c) you acknowledge and agree that we are not the licensor of the software or software licence(s) and to the full extent permitted by the ASIC Act, the ACL and other applicable laws, we make no representation about the software and you cannot refuse to pay Rental Payments should the software be defective or unsuitable. Any claims against us in relation to a defect or unsuitability are subject to clause 1(c); (d) to the full extent permitted by the ASIC Act, the ACL and other applicable laws, we make no representation about the terms of any licence relating to the software and you must rely on your own enquiries in this regard; and (e) on the expiration or earlier termination of this Agreement, you must return the software to us with the Equipment.

12. Where The Equipment Includes Serial Numbered Property 12.1 You declare that you have provided us with the serial numbers that we would require to make an effective registration (with the priority required by us) against all Serial Numbered Property in accordance with the PPSA and the PPS Regulations. 12.2 You must notify us immediately in writing if a new or different serial number is allocated to any Serial Numbered Property. 12.3 You must not change or remove the serial number of any Serial Numbered Property after you have disclosed the number to us.

13. Casualty Events 13.1 If the Equipment or any item or items of the Equipment (the "Affected Equipment") is lost, stolen or damaged beyond economic repair, you must immediately notify us and you must either: (a) within 5 business days of such notification replace the Affected Equipment at your cost with Equipment approved by us being at least equivalent in type, functionality and value as at the time the Equipment became Affected Equipment; or (b) pay to us by way of indemnity: (i) the amount which we notify you (acting reasonably) is the amount of the Rental Payments (if any) then due and payable by you to us in respect of the Affected Equipment; (ii) the amount which we notify you (acting reasonably) is the Early Termination Amount referable to the Affected Equipment, calculated as at the date of our notification to you; and the amount which we notify you (acting reasonably) is, as at the date of our notification, the gross residual value referable to the Affected Equipment (being the residual value assumed by us in calculating the Rental Payments, adjusted in accordance with our usual procedures to include our required investment return on the Residual Value up to that date). 13.2 You must pay the aggregate of the amounts referred to in this clause 13.1(b) within five (5) Business Days of the date of our notification to you. If you replace the Affected Equipment in accordance with clause 13.1(a), then you must: (a) ensure that we obtain clear title to the replacement Equipment; (b) notify us immediately in writing of the replacement and provide us with any information that we ask for in relation to the replacement Equipment to enable us to perfect our PPS Security Interest in them; and (c) ensure that the priority of our PPS Security Interest is no less favourable than the priority of our PPS Security Interest in the Affected Equipment. 13.3 Such replacement Equipment shall be taken to be the Equipment (or the relevant item or items of the Equipment as the case may be) for the purposes of this Agreement. If clause 13.1(b) applies, then, upon our receipt of the amount payable by you under clause 13.1(b) in respect of the Affected Equipment: (a) the Rental Payment to you of the Affected Equipment shall terminate; (b) the Rental Payment of any remaining item or items of the Equipment will continue at a new Rental Payment on the terms of this Agreement commencing on the next due date for a Rental Payment, being the Rental Payment otherwise payable less the proportion of the Rental Payment which we calculate was payable in respect of the Affected Equipment; and (c) we will make a pro rata adjustment to any Rental Payment already paid in respect of the Affected Equipment for the period from the receipt of the payment referred to in clause 13.1(b) to the next date on which a Rental Payment falls due. 13.4 If we receive any insurance proceeds in respect of the Affected Equipment: (a) where you have replaced the Equipment in accordance with clause 13.1(a), such proceeds (net of GST) will be credited to you; and (b) where clause 13.1(b) applies, such proceeds (net of GST) will be credited to you to the extent of the Rental Payment received from you under clause 13.1(b)(i) and (ii).

14. Occupational Health & Safety (a) (Your acknowledgements) You acknowledge that during the term of this Agreement you (and not us) will have sole possession and control of the Equipment (b) (Your undertakings) For the purposes of enabling us to comply with our obligations under any applicable occupational or work health and safety laws ("Occupational Health & Safety Law"), you undertake: (i) before taking possession, using or dealing with the Equipment, to: (A) obtain all available information concerning health and safety about the Equipment from the designer or manufacturer of such Equipment, including, without limitation (where applicable) obtaining all records kept by any previous owner of the Equipment and obtaining any information, data or certificates provided or kept in accordance with the Occupational Health & Safety Law; and (B) ensure that the Equipment is inspected and tested in accordance with the requirements set out in the Occupational Health & Safety Law and that you obtain written notification of any faults detected in respect of the Equipment and (if applicable) receive written notification that the Equipment is not to be used until the faults are rectified; (ii) before the date upon which any Equipment are returned or repossessed, to: (A) do all things necessary to ascertain whether or not the Equipment is suitable only for use as scrap or for spare parts; and (B) provide to us upon demand any information reasonably required to be obtained or collected by you pursuant to paragraphs (i) and (ii) of this paragraph (B). (c) (Indemnity) You indemnify us against any loss or liability arising from your failure to comply with your obligations under this clause (except to the extent directly caused or contributed to by our fraud, gross negligence or wilful misconduct).

15. General Provisions 15.1 **Assignment** Subject only to your rights under this Agreement, we may assign, transfer or otherwise deal with the Equipment or all or any part of our rights or obligations under or in connection with this Agreement without giving notice to you or the Guarantor or obtaining your or the Guarantor's consent. However, we will give such notice and obtain such consent prior to effecting any such assignment, transfer or dealing that would be materially detrimental to you. You must not assign, transfer or otherwise deal with any of your rights under or in connection with this Agreement without our prior written consent. 15.2 **Equipment Location** You must notify us of the usual location of the Equipment from time to time and agree not to use them outside the State or Territory in which they are first delivered to you without our consent (not to be unreasonably withheld). 15.3 **Rights Termination** of this Agreement, howsoever arising, will be without prejudice to our rights, powers and remedies with respect to any antecedent breach by you under this Agreement. All rights of ours under this Agreement are in addition to our rights under the general law. 15.4 **Product Information** You consent to us providing you from time to time with information on our or other third party products or services. 15.5 **Financial Information** You must promptly provide us with any financial or other information relating to the financial condition, business, assets and affairs of yourself and any of your related bodies corporate as and when reasonably requested by us. 15.6 **Notices** Any notice or demand to be given by us under or in connection with this Agreement may be served on you by being left at or sent by pre-paid mail or transmitted by facsimile to your address set out in the Schedule or otherwise as notified in writing to us. The notice or demand will be treated as having been given and received: (a) if delivered, on the day of delivery; (b) if sent by pre-paid mail, on the next delivery day; and (c) if transmitted by facsimile, on the day of transmission if a Business Day, or otherwise on the next Business Day. 15.7 **Overdue Interest** You must pay to us on demand interest calculated at the Implicit Rate plus two percent (2%) per annum on any monies payable under or in connection with this Agreement which are overdue on a daily basis for the respective periods from the date the monies became due to the date of payment by you and such amount shall compound monthly. If a liability under or in connection with this Agreement becomes merged in a judgement or order or exists after your winding up, you, as an independent obligation, must pay interest on the amount of that liability from the date the liability becomes payable both before and after the judgement, order or winding up until it is paid, also at that rate. 15.8 **No Waiver By Us** No waiver or indulgence by us in relation to any breach of this Agreement by you will be deemed a waiver or indulgence of any continuing or recurring breach. 15.9 **Commission** You consent to us paying a commission to any third party in relation to this Agreement. You acknowledge that any third party which submitted this Agreement to us, or who conducted any antecedent negotiations with you, is not and was not our agent for any purpose. Commission may be included in the cost of the Equipment. 15.10 **Authority to Complete Schedule** You authorise us to complete and amend any incomplete particular and to correct any manifest or typographical error appearing in the Schedule. 15.11 **We May Act on Your Omissions** If you neglect to pay any money or take any other action required by or in connection with this Agreement, we may (acting reasonably) pay that money or take that other action and recover the costs from you. We may enter and remain upon any land or premises of yours for this purpose. 15.12 **Set Off** You irrevocably authorise us to set off without notice any money held by us on any account of yours against any money owing by you to us or any related body corporate. You must not exercise any right of set off on any account.

15.13 Trust Provisions If you enter into this Agreement as a trustee, you acknowledge, warrant and agree that this Agreement binds you personally and in your capacity as trustee, that you enter into this Agreement for a proper purpose of the trust, that you have power and authority under the trust to enter into this Agreement and that you have the right to be indemnified fully out of the trust property before the trust's beneficiaries for all liabilities you incur under or in connection with this Agreement.

15.14 Governing Law This Agreement is governed by the law of the State or Territory referred to in the Schedule. **15.15 Sever Invalld Provisions** If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction.

16. Agency We may enter into this Agreement as agent for another person (whether disclosed or not).

17. Authority to Sign Where this Agreement is executed by a person on your behalf, that person warrants that he or she has the authority and delegated power to execute this Agreement on your behalf.

18. Authority to Register and Waiver of Right to Receive Notice of Verification Statements You acknowledge that we may register one or more financing statements in relation to any PPS Security Interest provided for by this Agreement. If permitted by the PPSA, you waive your right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

19. PPSA Confidentiality **19.1** You and we agree with each other not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7) (b) to (e) of the PPSA. You agree that you will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) if we approve. Nothing in this clause will prevent any disclosure by us that we believe is necessary to comply with our other obligations under the PPSA. **19.2** To the extent that it is not inconsistent with clause 19.1 constituting a "confidentiality agreement" for the purposes of section 275(6) (a) of the PPSA, you agree that we may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that we are not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

20. Contracting Out of the PPSA **20.1** To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by us of any PPS Security Interest created, arising under or provided for by this Agreement, we and you agree with each other that the following provisions of the PPSA do not apply: (a) to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and (b) in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.

21. Acknowledgment of no Subordination Unless agreed to by us in writing, you acknowledge that we have not agreed to subordinate any PPS Security Interest created, arising under or provided for by this Agreement in favour of any third party.

22. Guarantee **22.1** In consideration of us agreeing to enter into this Agreement at the request of the Guarantor, the Guarantor irrevocably and unconditionally guarantees to us: (a) the due and punctual payment of all amounts at any time owing by you to us under or in connection with this Agreement; and (b) the due and punctual performance by you of all of your obligations under this Agreement. If you do not pay any of the monies guaranteed when due, then, the Guarantor must pay the whole of that money to us (or as we direct) upon our demand. If you default in the due and punctual performance of any of your other obligations under this Agreement, the Guarantor must immediately perform, or procure the performance of, such obligations to our satisfaction. **22.2** The Guarantor agrees to indemnify us against all losses, costs, liabilities or damage which we may suffer or sustain as a result of the non-payment of any monies or the non-performance of any obligations under this Agreement by you or if the monies guaranteed are not recoverable by us from you or from the Guarantor as surety for any reason or any payment towards the satisfaction of the monies guaranteed is set aside or refundable, in whole or any part. **22.3** The guarantee and indemnity obligations of the Guarantor are principal and continuing obligations which will not be released until all monies payable to us under this Agreement have been paid in full and satisfied and all of your obligations under this Agreement have been performed, and in our reasonable opinion any payment will not be set aside or be refundable, in whole or any part. We are not obliged to enforce any right against any person or property or demand payment from you or any other person before demanding payment by the Guarantor. **22.4** The guarantee and indemnity obligations of the Guarantor will not be affected by anything which would otherwise reduce or discharge the Guarantor's liability, including: (a) our granting time or any other indulgence or concession to you; (b) our varying this Agreement; (c) any transaction or agreement or variation, novation or assignment of a transaction or agreement between us and you; (d) your winding up, administration, bankruptcy or insolvency; (e) any judgment or order being obtained or made against you; (f) an obligation on you, or any provision of this Agreement, being void, voidable, unenforceable, defective, released, waived, impaired, novated, enforced or impossible or illegal to perform; (g) any amount owing under this Agreement not being recoverable or your liability or the liability of any other person to us ceasing (including as a result of a release or discharge by us or by law); (h) our exercising or not exercising any rights under or in connection with this Agreement or our taking or failing to take or enforcing or failing to enforce or holding any other Security Interest for your indebtedness or varying or surrendering any such Security Interest; (i) any default, misrepresentation, negligence, breach of contract, misconduct, acquiescence, delay, waiver, mistake, failure to give notice or other action or inaction of any kind (whether or not prejudicial to you) by us or any other person. **22.5** Any amount payable under this guarantee and indemnity must be paid by the Guarantor to us upon demand. Without limiting our other rights, the Guarantor must pay interest to us on any amount due by the Guarantor but unpaid at a rate of interest equal to the Implicit Rate plus two percent (2%) per annum, payable on demand. Unpaid interest will compound monthly. **22.6** The Guarantor warrants that it will obtain a commercial benefit as a result of giving this guarantee and indemnity. **22.7** Where the Guarantor comprises more than one person, then the obligations of those persons are joint and several.

23. Interpretation In this Agreement, unless the context otherwise requires:

"Acceptance Date" means the date that this Agreement is signed on our behalf. "ACL" means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth). "ASIC Act" means the Australian Securities and Investments Commission Act 2001 (Cth). "Business Day" means a day on which we are open for business in New South Wales and, where applicable, in the jurisdiction referred to in the Schedule. "Commencement Date" means the Commencement Date referred to in the Schedule. "Costs of Repossession" means all costs and expenses incurred by us in effecting, or attempting, repossession of the Equipment, satisfying any third party claim, and in storing, repairing to good working order and condition, insuring, valuing and disposing of, the Equipment after repossession. "Discount Rate" means the rate reasonably determined by us to calculate the present value of the Rental Payments, taking into account any costs to us of an early termination. Those costs may include costs incurred under our funding or hedging arrangements or any corresponding adjustments to them, and we may assess these on a global basis across all or part of our funding and hedging arrangements, not just any specific arrangement for this Agreement. "Early Termination Amount" means the sum of: (i) the Rental Payments (net of GST) which, but for the termination, would have been payable by you under this Agreement as from the date of early termination to the end of the Term (inclusive of any unamortised brokerage or commission and after making any applicable adjustment on account of future service charges), reduced to a present value as at the date of termination by applying the Discount Rate to such Rental Payments; (ii) our administrative termination fee from time to time. This reflects our general administrative costs for processing early termination; and (iii) at our option, any other monies due, owing or payable by you to us on any account under any other agreement or document between you and us (and to the extent we have included such an amount, payment of the Early Termination Amount in full will discharge that amount). On request from you, we will advise you of the Early Termination Amount or the administrative termination fee at any particular time. "Equipment" means the Equipment referred to in the Schedule and any Equipment which you receive as replacement for the Equipment described in the Schedule, and includes any other items that are deemed to be or form part of the "Equipment" under this Agreement. "GST" means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation. "Guarantor" means the person or persons (if any) named as Guarantor in the Schedule and includes any one or more of them and the successors, legal personal representatives and permitted assigns of each such person. "Implicit Rate" means the interest rate used by us to calculate the Rental Payments under this Agreement, details of which will be made available within a reasonable time after request. "Period" refers to the Period specified in the Schedule. "person" includes any body corporate, association, authority and any other body or entity. "PPSA" means the Personal Property Securities Act 2009 (Cth). "PPS Register" means the Personal Property Securities Register established under Part 5.2 of the PPSA. "PPS Regulations" means the Personal Property Securities Regulations 2010 (Cth). "PPS Security Interest" means a security interest under the PPSA. "Rental Payments" means the Rental Payments referred to in the Schedule. "Security Interest" means: (i) a PPS Security Interest; (ii) any other mortgage, pledge, lien or charge; and (iii) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property. "Serial Numbered Property" means any Equipment which may or must be described by serial number in a registration under the PPSA. "Special Conditions" means special conditions, if any, set out in, or annexed to, the Schedule. "Term" means the Term referred to in the Schedule, including (where the context permits) any "Holding Over Period" under clause 9.2. "we" or "us" or "Owner" means Northern Managed Finance Pty Ltd ABN 43 125 018 582. "you" means the customer referred to in the Schedule.

A reference to any party includes that party's successors, personal legal representatives and permitted assigns; if any party is comprised of more than one person, those persons' obligations are joint and several; a reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment or any substituted statutory provision and all ordinances, by-laws, regulations and other statutory instruments; the singular includes the plural and vice versa; if there is any inconsistency between any Special Conditions and the Terms and Conditions, the Special Conditions will prevail to the extent of the inconsistency; and the following terms have the meaning given to them in the PPSA: "amendment demand", "collateral", "financing change statement", "financing statement", "perfected", "registration", "serial number" and "verification statement".

Annexure "A"

This is Annexure "A" as referred to in the rental agreement between Northern Managed Finance Pty Ltd, ABN 43 125 018 582 of Level 3, 220 George Street, SYDNEY, NSW 2000

And

Company Name: Westrac Pty Ltd

ABN: 63 009 342 572

Address: 128-136 Great Eastern HWY Guildford WA 6055

Dated this 9th Day of JUNE 2017

MODEL	SERIAL	ADDRESS
Zebra QLn420 Mobile Printer	XXQVJ171301445	6 Reiff Court, Lavington NSW 2641
Zebra QLn420 Mobile Printer	XXQVJ171301446	6 Reiff Court, Lavington NSW 2641
Zebra QLn420 Mobile Printer	XXQVJ171301447	6 Reiff Court, Lavington NSW 2641
Zebra QLn420 Mobile Printer	XXQVJ171301448	6 Reiff Court, Lavington NSW 2641
Zebra QLn420 Mobile Printer	XXQVJ171301449	6 Reiff Court, Lavington NSW 2641
Zebra QLn420 Mobile Printer	XXQVJ171301450	78 Canberra Street, Huem ACT 2620
Zebra QLn420 Mobile Printer	XXQVJ171301451	78 Canberra Street, Huem ACT 2620
Zebra QLn420 Mobile Printer	XXQVJ171301452	78 Canberra Street, Huem ACT 2620
Zebra QLn420 Mobile Printer	XXQVJ171301453	78 Canberra Street, Huem ACT 2620
Zebra QLn420 Mobile Printer	XXQVJ171301454	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301456	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301457	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301458	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301459	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301460	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301461	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301462	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301463	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301464	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301465	Cnr Parraweena Rd & Taren Point Rd, Caringbah NSW 2229
Zebra QLn420 Mobile Printer	XXQVJ171301466	LOT 8 Purvis Lane, Dubbo NSW 2830
Zebra QLn420 Mobile Printer	XXQVJ171301467	LOT 8 Purvis Lane, Dubbo NSW 2830
Zebra QLn420 Mobile Printer	XXQVJ171301468	LOT 8 Purvis Lane, Dubbo NSW 2830
Zebra QLn420 Mobile Printer	XXQVJ171301469	LOT 8 Purvis Lane, Dubbo NSW 2830
Zebra QLn420 Mobile Printer	XXQVJ171301470	LOT 8 Purvis Lane, Dubbo NSW 2830
Zebra QLn420 Mobile Printer	XXQVJ171301471	LOT 8 Purvis Lane, Dubbo NSW 2830



Zebra QLn420 Mobile Printer	XXQVJ171301472	LOT 8 Purvis Lane, Dubbo NSW 2830
Zebra QLn420 Mobile Printer	XXQVJ171301473	1 Wilson Rd, Bunbury WA 6230
Zebra QLn420 Mobile Printer	XXQVJ171301474	1 Wilson Rd, Bunbury WA 6230
Zebra QLn420 Mobile Printer	XXQVJ171301475	1 Wilson Rd, Bunbury WA 6230
Zebra QLn420 Mobile Printer	XXQVJ171301476	1 Wilson Rd, Bunbury WA 6230
Zebra QLn420 Mobile Printer	XXQVJ171301477	1 Wilson Rd, Bunbury WA 6230
Zebra QLn420 Mobile Printer	XXQVJ171301478	1 Wilson Rd, Bunbury WA 6230
Zebra QLn420 Mobile Printer	XXQVJ171301479	1 Wilson Rd, Bunbury WA 6230
Zebra QLn420 Mobile Printer	XXQVJ171301480	1 Wilson Rd, Bunbury WA 6230
Zebra ZT410 Thermal Transfer Label Printer	18J164900375	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900376	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900377	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900378	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900379	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900380	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900381	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900382	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900383	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900384	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900385	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900386	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900387	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900388	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900389	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900390	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900391	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900392	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900393	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900394	128-136 Great Eastern Hwy, South Guildford WA 6055

Zebra ZT410 Thermal Transfer Label Printer	18J164900395	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900396	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900397	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900398	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900399	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900400	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900401	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900402	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900403	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900404	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900405	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900406	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900407	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900408	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900409	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900410	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900411	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900412	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900413	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900414	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900415	128-136 Great Eastern Hwy, South Guildford WA 6055
Zebra ZT410 Thermal Transfer Label Printer	18J164900416	128-136 Great Eastern Hwy, South Guildford WA 6055
Konica Minolta C458ecom1	A79M041004620	1 Crescent St, Holroyd NSW 2142
Konica Minolta C458ecom1	A79M041004621	1 Crescent St, Holroyd NSW 2142
Konica Minolta C458ecom1	A79M041004622	1 Crescent St, Holroyd NSW 2142
Konica Minolta C458ecom1	A79M041004623	1 Crescent St, Holroyd NSW 2142
Konica Minolta C458ecom1	A79M041004624	1 Crescent St, Holroyd NSW 2142



Konica Minolta C458ecom1	A79M041004625	1 Crescent St, Holroyd NSW 2142
Konica Minolta C458ecom1	A79M041004626	1 Crescent St, Holroyd NSW 2142
Konica Minolta C458ecom1	A79M041004627	1 Crescent St, Holroyd NSW 2142
Konica Minolta C458ecom1	A79M041004628	1 Crescent St, Holroyd NSW 2142
Konica Minolta C458ecom1	A79M041004629	128-136 Great Eastern Hwy, South Guildford WA 6055
Konica Minolta C458ecom1	A79M041004630	128-136 Great Eastern Hwy, South Guildford WA 6055
Konica Minolta C458ecom1	A79M041004631	128-136 Great Eastern Hwy, South Guildford WA 6055
Konica Minolta C458ecom1	A79M041004632	128-136 Great Eastern Hwy, South Guildford WA 6055
Konica Minolta C458ecom1	A79M041004633	128-136 Great Eastern Hwy, South Guildford WA 6055

Renters Signature: *Jarvis*Witness Name: X *[Signature]*Name: JARVIS CRUDDINEWitness Name: BRIAN PEREIRA



People & Technology. Together.

ABN: 25 153 334 917

Forum Finance Pty Ltd
PO Box 146, St Leonards NSW 1590
Tel: 02 9002 4000
E: accounts@forumgroup.com.au

Date: 14/06/2017
Invoice #: 283440

Tax Invoice

Invoice To:
Northern Managed Finance Pty Ltd
Level 3, 220 George Street
Sydney, NSW 1225

Deliver To:
Westrac Pty Ltd
128-126 Great Eastern Hwy
Guildford WA 6050

New Equipment:

Table with 7 columns: Qty, Model, Description, Serial, Location, Unit Cost. Contains multiple rows of equipment details including Zebra and Konica Minolta printers.

Subtotal \$1,025,048.22

GST	\$102,504.82
TOTAL	\$1,127,553.04

Account Name: Forum Group Pty Ltd
BIB: 082 080
Account: 835042583

\$1,025,048.22
\$102,504.82
\$1,127,553.04
\$1,127,553.04



People & Technology. Together.

Rental Agreement

Between Northern Managed Finance Pty Ltd ABN 43 125 018 582 of Suite 305, 220 George Street, Sydney NSW 2000 (the "Owner") and the "Renter" as described in the Schedule ("you").

Tax Invoice

Schedule Rental Agreement No.: Commencement Date:

Renter Details

Name of WESTRAC PTY LTD
 Renter in full:
 Address: 128-136 GREAT EASTERN HWY, SOUTH GUILDFORD State: WA Postcode: 6055 ABN: 63 009 342 572
 Contact Name: NATALIE CARTRIGHT Phone: Fax: Email:
 Industry Type: Years Trading: Insurer:
 Location of Equipment (if different from above):

Equipment Description

Qty	Model	Description	Serial No
		REFER TO ANNEXURE	

Rental Payments

■ Rental Payment
 Fixed payment (for each Period) comprising of:
 - Payment of (inc Stamp Duty) \$ 12,650
 - Plus GST \$ 1,265
 Rental Payment (total for each Period): \$ 13,915

■ Term
 - Term: 48 Periods from the first Payment Date
 - Period: Monthly Quarterly
 In Advance In Arrears

Details of Director / Partner / Individual / Guarantor

Name in Full:	Name in Full:
Address:	Address:
State: Postcode: Date of Birth:	State: Postcode: Date of Birth:
Drivers Licence No: Expiry Date:	Drivers Licence No: Expiry Date:
Home Owner: Value: Mortgage:	Home Owner: Value: Mortgage:

Business Purpose Declaration

I/We declare that the Equipment to be hired by me/us from the lessor are to be hired wholly or predominantly for business purposes.
IMPORTANT: You should only sign this declaration if the Equipment is hired wholly or predominantly for business purposes. By signing this declaration you may lose your protection under the National Credit Code.

Signatures

Renter Signature

By signing this Agreement, you are bound to this Agreement, including this Schedule and the Terms of Rental attached to this.

Name: JARVAS CROOME	Title: CEO / DIRECTOR	Signature:	Date: 7/2/17
Name: BRIAN PEREIRA	Title: CFO	Signature:	Date: 7/2/17
Witness Name: NATALIE CARTRIGHT	Title: NATIONAL PROCUREMENT MANAGER	Witness Signature:	Date: 7/2/17

Guarantee & Indemnity

By signing this Agreement, each of the following person(s) (collectively the "Guarantor") agrees to provide a guarantee and indemnity in accordance with the guarantee and indemnity provisions set out in the Terms of Rental. The Guarantor acknowledges having read and understood the Terms of Rental attached to this Schedule.

Name:	Title:	Signature:	Date:
Name:	Title:	Signature:	Date:
Witness Name:	Title:	Witness Signature:	Date:

Acceptance by Owner - by signing this Agreement the Owner agrees to be bound by it.* (Office use only)

Name (print):
 Title: Authorised Signature: Date:

*The Owner may evidence its acceptance of this Agreement without signing the above through purchasing the Equipment for the purposes of this Agreement. © Copyright

Privacy – Acknowledgement and Consent

Privacy Act 1988 (Cth) and all related rules and regulations ("the Act")

To: Northern Managed Finance Pty Ltd ABN 43 125 018 582 and any disclosed or undisclosed principal on whose behalf it may act as agent ("You" or "Your")

I acknowledge that the information and notifications below are provided on Your behalf. You may collect, hold, use and disclose personal information about me (including information required to comply with Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments, the National Consumer Credit Protection Act 2009 and the Personal Property Securities Act 2009) to enable You to: assess my personal and/or commercial credit worthiness; process my application; provide, administer and manage the products and services provided to me; audit and evaluate those products and services; notify a credit reporting body or other credit providers of my payment history or any default by me; model and test data; communicate with me; improve and develop products and services; conduct credit scoring, securitisation, research, risk management and portfolio analysis; provide and administer any related rewards program and deal with any complaints or enquiries. I acknowledge that if I fail to provide complete information or information that is inaccurate, You may not be able to process or accept the application and transactions may be delayed, blocked or refused.

Authority for You to obtain certain credit information: I authorise You, Your agents and third parties who referred me to You to seek, obtain and use, credit reporting information about me (including from credit reporting bodies ("CRBs")) to: assess an application by me for consumer credit or commercial credit; manage my credit and related funding arrangements; assess an application by me to be a guarantor in relation to credit; review my credit on a periodic basis as though assessing a new application; collect overdue payments; and create assessments and ratings of my credit worthiness.

Authority to exchange information with credit reporting bodies: I authorise You and Your agents to obtain credit reporting information about me from a CRB or other business that provides information about credit worthiness. The CRB may include that information in reports that it provides to other credit providers to assist them to assess my credit worthiness. You may deal with the following CRB:

Veda Advantage Information Services and Solutions Limited (ABN 26 000 602 862) ("Veda")
Address: PO BOX 964, NORTH SYDNEY NSW 2059 · Website: www.mycreditfile.com.au
Veda has a privacy policy which explains how it will manage credit-related personal information. This is available at www.veda.com.au/privacy or by contacting Veda using the details set out above.

I have the right to contact a CRB and request that it: not use my credit reporting information for pre-screening for direct marketing offers by a credit provider; and not use or disclose my credit reporting information if I believe on reasonable grounds that I have been, or am likely to be, the victim of fraud.

I allow such an entity to create or maintain credit information about me (before, during or after the provision of credit to me). The information may include: permitted identification particulars; the fact that I have applied for credit and the amount and type of credit; the fact that You are a credit provider to me; credit limit; loan start/end dates; repayment history; 'default information' (in addition to and without limiting repayment history information), i.e. payments overdue for more than 60 days in specified circumstances; in relation to those overdue payments, advice about new payment arrangements or that those payments are no longer overdue; in specified circumstances that in Your opinion there has been a serious credit infringement (e.g. fraud); and other credit worthiness information that can be disclosed under the Privacy Act.

Authority to exchange information with other credit providers: I authorise You to give to and obtain from Your agents (as defined in the Act) and any credit providers information about my credit worthiness, credit standing, credit history or credit capacity, and to give and receive a banker's opinion for purposes connected with my creditworthiness, business, trade or profession. The information may be exchanged for, but not limited to, any of the following purposes: to assess an application by me for credit or to be a guarantor, to determine or confirm the status of my credit including any defaults; to assess my creditworthiness at any time during or after the life of a credit arrangement; to give or obtain an opinion on me; and any other purpose permitted by law.

Authority to exchange information with other third parties: You may exchange my personal information with other related companies; any suppliers or dealers of items the subject of my application; persons with whom You have white label arrangements (e.g. to sell our products under another brand); introducers, referrers and any other person associated with the lodgement of this application; funders and related service providers that assist in the processing of my application and the management of my credit; as well as with service providers including those relating to any associate rewards program and the types of service providers described in our Privacy Policy. Other authorised disclosures include to my referees, my past and present employers, my past and present landlords, my next of kin, any person acting on my behalf, (e.g. financial adviser, solicitor, broker, accountant, executor, administrator, trustee or guardian), rating agencies, insurers, entity concerned with the supply or manufacture of assets to me/applicant, valuers and debt collection agencies. You may also disclose personal information to regulatory authorities (e.g. tax authorities in Australia and overseas) in connection with their lawful information requests or to meet legal obligations in any relevant jurisdiction.

Authority to exchange sensitive information: In some cases, sensitive information may be collected for specific purposes (for example, information regarding my health to enable the assessment of a hardship relief application). The references in this Privacy Statement to personal information include sensitive information such as my medical and health related details, and I agree that You may exchange such information with other parties listed in this

Privacy Statement for the purpose of assessing or processing such applications and may seek further information from any medical attendant consulted by me.

Authority to give information to guarantors: I authorise You to give to any person who guarantees or indemnifies, or is to guarantee or indemnify, my obligations ("Guarantor") information about my credit worthiness, credit standing, credit history or credit capacity for the purpose of determining if that person wishes to act as a Guarantor and keeping the Guarantor informed of the guarantee or indemnity, and for any purposes related to the proposed or actual enforcement of the guarantee or indemnity.

Authority to obtain information about guarantors: (This section addresses additional matters relevant if I am a Guarantor) I authorise and consent to You or Your agents collecting personal information about me and obtaining both my personal and commercial credit reports from a CRB, to assess my capacity as a guarantor. If I am accepted as a guarantor You may disclose my personal information to external agents, professional advisers and service providers, for the purpose of managing the account and contacting me in relation to the guarantee or indemnity provided. I also authorise You and Your agents to provide to the person/s in respect of whom I am Guarantor personal information about my credit worthiness, credit standing, credit history or credit capacity for any purposes related to the product or any proposed or actual enforcement of the product, guarantee or indemnity. I acknowledge and agree that if You provide the product, this authority remains in force until the credit under the product is fully and finally settled and discharged.

Authority to use information for administration processes: I authorise You to use any information collected in this application and in subsequent administration processes for future applications I may wish to make for Your other products and/or services and related services, and to disclose this information to our related bodies corporate for similar use. We will only use information collected for this purpose to the extent it is permitted to do so at law.

Authority to provide information for funding purposes: I authorise You to disclose any personal information about me to another person (including without limitation, any trustee, servicer, credit enhancer, funder, ratings agency) in connection with any funding of our business or any transactions including by means of an arrangement involving securitisation.

General Privacy Matters: I acknowledge that You collect personal information through interactions with me and my agent(s) (including telephone, email or online), as well as from public sources and third parties including information brokers and service providers. Without this information, You may not be able to process my application or provide me with an appropriate level of service.

I consent and agree that: (a) You may give me notices or documents by electronic communication, including by sending the notice or document to the email address provided with my application or the last email address I have otherwise notified; (b) if a notice or document is so given, it will be taken to be given at the time when the notice or document has entered my information system; (c) where a notice or document requires acceptance of the information contained therein, such an intention can be met electronically with the utilisation of an electronic signature; (d) paper notices and documents may no longer be given to me; (e) my consent to the giving of notices and documents by electronic communication may be withdrawn by me at any time.

I acknowledge that where I have provided You with personal information about someone else that I have obtained their consent to provide their personal information based on this Privacy Consent.

I acknowledge that the third parties with whom You exchange personal information whilst conducting ordinary business activities, may operate outside of Australia (this includes the United States; United Kingdom; Philippines; Malaysia; India and other countries specified in our Privacy Policy). I understand and agree that while the third parties may be subject to confidentiality or privacy obligations, in relation to personal information that is not 'credit eligibility information' (certain personal information from (or based on information from) credit reporting bodies) they may not always follow the particular requirements of Australian privacy laws.

You, Your related companies and any third parties involved in the introduction or referral of this application (including any dealers or suppliers of items the subject of my application) or with whom You have white label arrangements may exchange and use my personal information to contact me on an ongoing basis by telephone, electronic communications (like email), online and other means to offer products or services that may be of interest to me, including offers of banking, financial, advisory, investment, insurance and funds management services, and assets suited to leasing or finance (including vehicles, medical equipment, computers, office equipment, machinery and manufacturing equipment).

By ticking this box I/We do not consent to You using and disclosing my/our personal information for the purpose described immediately above. In accordance with the Privacy Act, requests for access to and correction of personal information can be made using the contact details below:

Address: Northern Managed Finance Pty Ltd
Postal Address: Suite 305, 220 George Street, Sydney, NSW 2000
Phone: (02) 9251 2700

I have the right to make a complaint to You if I consider that You have committed a breach of the Privacy Act 1988 (Cth) in relation to my personal information. By requesting a copy of Your Privacy policies and (where applicable) credit reporting policies, further information can be obtained regarding the handling of personal information, access or correction of personal information, how privacy concerns are dealt with, website privacy, the credit reporting bodies used and how to obtain free copies of Your credit reporting information from those bodies. Northern Managed Finance Pty Ltd (Privacy Officer) can be contacted on (02) 9251 2700.

Name and signature of individual(s) giving his/her consent as applicant or guarantor:

Name:	
Signature	Date:
Name:	
Signature	Date:

Terms of Rental

1. Your Acknowledgments You acknowledge and agree: (a) you have satisfied yourself as to the Equipment's condition and suitability for your purposes; (b) you will, at your own cost, obtain delivery of the Equipment and we will not be liable for any delay in that delivery (except to the extent directly caused or contributed by our fraud, gross negligence or wilful misconduct); (c) under the ASIC Act, the ACL or another law to a similar effect, you may have the benefit of statutory warranties, guarantees, linked credit provider liability and other rights in respect of the Equipment that we cannot contract out of. Apart from these, and to the full extent permitted by the ASIC Act, the ACL and other applicable laws: (i) all express and implied terms, guarantees, conditions and warranties (other than the ones set out in this Agreement) are excluded; (ii) we make no representation or warranty as to the condition, specifications, quality, fitness for purpose, suitability or safety of the Equipment or as to the taxation treatment or accounting classification of any transaction evidenced by this Agreement; and (iii) we are not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Equipment (except to the extent directly caused or contributed by our fraud, gross negligence or wilful misconduct); (d) whether or not the ASIC Act, the ACL or any law to a similar effect applies, our liability for anything in relation to the Equipment or its use, including damage or economic loss to anyone, is limited to the maximum extent permitted by law. In any event, our liability is limited, at our option: (i) in the case of Equipment, to the replacement of the Equipment (or the supply of equivalent Equipment), the repair of the Equipment, the payment of the cost of replacing the Equipment (or of acquiring equivalent Equipment) or the payment of the cost of having the Equipment repaired; or (ii) in the case of services, to the supplying of the services again or the payment of the cost of having the services supplied again; and (e) in no event will we be liable for any indirect, consequential or economic loss or damage arising under or in connection with this Agreement (except to the extent directly caused or contributed to by our fraud, gross negligence or wilful misconduct). For the avoidance of doubt, nothing in this Agreement is intended to exclude, restrict or modify any rights or remedies which you may have under the ASIC Act, the ACL or any other applicable law which cannot be excluded, restricted or modified.

2. Payment Obligations 2.1 You must make any payments under this Agreement by way of direct debit or in such other manner as we may from time to time direct in writing (acting reasonably). 2.2 You must pay us the Rental Payments referred to in the Schedule at the times referred to in the Schedule. If the Commencement Date occurs after the Acceptance Date (or the date we pay for the Equipment if that is later than the Acceptance Date), then you also agree to rent the Equipment from us during the period from the Acceptance Date to the Commencement Date (the "Interim Period") and to pay to us promptly on demand an additional amount equal to the Rental Payment for the first Period multiplied by the number of days in the Interim Period and divided by the number of days in that Period. Payment of this additional amount does not alter your liability to pay the Rental Payments described in the Schedule throughout the Term. 2.3 You must pay or bear and indemnify us against all stamp duties, taxes (other than income tax), other duties, fees and fiscal imposts payable on or in respect of this Agreement, any monies payable under this Agreement, or our purchase or sale of the Equipment and any other transaction evidenced by this Agreement. Should the amount actually payable to the relevant authority for any such duties, taxes, fees or imposts differ from the amount (if any) disclosed in the Schedule, you must pay to us the amount of the deficiency promptly on demand. 2.4 You must pay or reimburse us on demand for the amount of any GST payable on any supply made by us under or in connection with this Agreement (including, without limitation, any GST payable in connection with any Early Termination Amount). You must also pay or reimburse us on demand for the amount of any GST payable by us on the acquisition of the Equipment (to the extent that we are unable to claim an input tax credit in respect of such GST). 2.5 You must pay to us any fees or charges reasonably incurred by us that we may reasonably request: (a) to recover any transaction fees or costs reasonably incurred by us, including, but not limited to, any costs incurred in seeking to recover any payments owed by you to us; (b) for the provision of information requested by you; (c) for acting on any assignment or variation of this Agreement requested by you; (d) as a result of you not paying us in the way we require under clause 2.1; (e) to recover registration, account maintenance and update fees; or (f) to recover any losses arising from and any costs incurred in connection with any action taken by us under or in relation to the PPSA, including any registration, or any response to an amendment demand or a request under section 275 of the PPSA, or any search of the PPS Register, and you authorise us to debit your account for these fees at the time charged. 2.6 Subject to clause 2.1, all payments by you must be paid promptly on demand or as provided for in the Schedule in funds that are immediately available to us. If a date for payment: (a) is not a Business Day, the payment must be made on the preceding Business Day; or (b) falls on a day not contained in a month, the payment must be made on the last day of that month. 2.7 Without limiting clause 2.3, you must pay for all registration fees, compulsory third party insurance and purchase stamp duty in relation to the Equipment and consent to us making payment on your behalf. 2.8 Your obligation to pay the Rental Payments is absolute and unconditional and (without limitation) will continue even if the Equipment breaks down, are defective, damaged, lost, stolen or destroyed (other than as a result solely of our own fraud, gross negligence or wilful misconduct) and you agree not to exercise or seek to exercise any right or claim to withhold payment or claim any deduction or set-off.

3. Use & Care Of The Equipment 3.1 You: (a) must ensure that the Equipment is used only in your general business operations and only for the purposes for which it was designed, by qualified personnel complying at all times with all laws relating to the Equipment and its use and with all instructions and recommendations issued by the supplier or manufacturer of the Equipment and, if the law requires the Equipment to be registered, you must attend to this and ensure they remain registered at all times; (b) must at your own cost ensure the Equipment is maintained by qualified personnel in accordance with all instructions and recommendations issued by the supplier or manufacturer of the Equipment and, if necessary, repaired by qualified personnel, so it remains at all times in good working order and condition and subject to any applicable warranty; (c) irrevocably authorise, and must use your best endeavours to have others authorise, us to enter upon any premises during reasonable times and upon reasonable notice (but at any time after the occurrence of an event referred to in clause 7) where we reasonably believe the Equipment is located to examine its state of repair and operation; (d) agree that any replacement of, alteration or addition to any accessories, tools or other Equipment supplied with, installed in, or attached to, the Equipment (including, without limitation, any tyres) during the Term will become our property and will be considered part of the Equipment for the purposes of this Agreement. You must ensure that they are free of any Security Interests (other than PPS Security Interests in our favour) before they are installed on or attached to the Equipment; (e) must not permit any Equipment: (i) to become a fixture or an accession to; or (ii) to be manufactured, processed, assembled or commingled with, anything that we do not own or is not subject to a perfected PPS Security Interest in favour of us, and even then only if the priority of that PPS Security Interest is no less favourable than the priority of our PPS Security Interest in those Equipment. If the normal use of the Equipment may require it to become a fixture or an accession then you may request our consent which will not be unreasonably withheld, subject to any conditions reasonably necessary to protect our interest as a secured party under our PPS Security Interest in the Equipment; (f) agree to notify in advance any person who is to repair or maintain the Equipment that you have no authority to pledge our credit or create a Security Interest or right in, or over, the Equipment to or in favour of any person other than us; (g) must not sell, hire, dispose, sublet, or part with possession of, or create or permit to be written consent; and subsist any Security Interest that is not in our favour in, the Equipment or any interest in the Equipment, or agree or attempt to do so or authorise any person to do so, without our prior written consent; and (h) must promptly provide us access to the Equipment at reasonable times and on reasonable notice to enable us to affix identifying plates or marks on the Equipment, and you must not place, or allow to be placed, on any Equipment any plates, words, markings or numbers that are inconsistent with our PPS Security Interest in the Equipment. If we reasonably ask, you must affix to the Equipment a readily visible plate or sign that brings the existence of our PPS Security Interest in the Equipment to the attention of other persons and states that a disposal of the Equipment or the granting of a Security Interest over the Equipment which is not otherwise permitted under this Agreement will breach this Agreement. You must not remove or change, or allow any person to remove or change, that plate or sign unless we give our consent (such consent not to be unreasonably withheld). 3.2 You acknowledge, if you dispose of or otherwise deal with the Equipment or an interest in them in breach of clause 3.1(g), that we have not authorised the disposal or agreed that the dealing would extinguish our interest (including any PPS Security Interest), and that our interest (including any PPS Security Interest) continues in the Equipment or interest, despite the disposal or dealing. 3.3 For the purposes of section 20(2)(b)(i) of the PPSA, the collateral that is subject to the PPS Security under this Agreement is the Equipment.

4. Other Obligations 4.1 You must: (a) do or cause to be done anything which we consider reasonably necessary or desirable to perfect and protect any PPS Security Interest provided for by this Agreement; and (b) provide us with all information we reasonably need in order to ensure that any registration of any PPS Security Interest provided for by this Agreement is, and remains, fully effective and with the priority that we require. 4.2 You warrant that you have not had any other name in the last 5 years other than your name in this Agreement (except as notified to us) and you agree not to change your name without first giving us 30 Business Days' notice in writing of your proposed new name. 4.3 You agree to notify us immediately in writing of any transfer of Equipment or an interest in Equipment, and to provide us with any information that we ask for in relation to the transferee to enable us to perfect our PPS Security Interest as against the transferee. You acknowledge, though, that any such notification does not cure any breach of your undertaking in clause 3.1(g). 4.4 If you: (a) sub-lease the Equipment to a third party; or (b) transfer the Equipment to a third party and that third party grants you a Security Interest in the Equipment, you must immediately provide us with all original documents relating to that sub-lease or Security Interest. You acknowledge, though, that providing those documents does not cure any breach of your undertaking in clause 3.1(g). 4.5 If you dispose of the Equipment in a way that gives rise to an account (as defined in the PPSA), you grant us a PPS Security Interest in that account. You acknowledge, though, that any such grant does not cure any breach of your undertaking in clause 3.1(g).

5. Insurance 5.1 You must, at your cost, effect and keep current throughout the Term (and during any Interim or Holding Over Period) with a reputable and solvent insurer: (a) insurance in respect of the Equipment for its full insurable value against all loss or damage of any kind whatever and however caused; (b) insurance for such amount of cover as is reasonably required by us (or if not specifically required by us, for such amount as a prudent owner of the Equipment would obtain cover) having regard to the nature and intended use of the Equipment, against any loss, damage or injury of any kind whatever and however caused to any person or property arising out of the Equipment or its use, under a policy covering all such risks, including claims by third parties; and (c) insurance against any other loss, damage, injury or risk which we may reasonably require from time to time.

5.2 You must ensure that our interest as owner and secured party is noted on all such insurances and you must produce to us promptly on demand proof of the currency of such insurances and must ensure nothing is done or occurs which might prejudice or invalidate those insurances. We may at our discretion and acting reasonably, at any time, effect any such insurances in our own name and on our own behalf, in which case we may include that cost in the acquisition cost of the Equipment or you must reimburse us on demand for that cost. 5.3 We are entitled to receive all monies payable under any relevant insurance or by any other person in respect of damage to, or loss of, the Equipment and you irrevocably appoint us and each of our authorised representatives, as your attorney to recover or compromise in our respective names any claim for loss or damage under any of the abovementioned insurances, and to give effectual releases and receipts. You also irrevocably authorise us to appropriate any insurance or other monies received (less any GST) in respect of any loss of, or damage to, the Equipment towards any debt or liability, present or future, actual or contingent, of yours or, in our discretion (acting reasonably), to repairing such damage or replacing the Equipment. To the extent that those insurance monies may be insufficient to effect such repairs, you must apply your own monies for this purpose. 5.4 You must notify us immediately in writing of any loss of or damage to the Equipment.

6. Permitted Exclusions & Indemnities 6.1 You indemnify us, our agents and employees against all loss, damage, liabilities, taxes and reasonable costs, charges and expenses (including legal expenses but excluding any liability, cost, loss or expense to the extent directly due to our fraud, wilful misconduct or gross negligence) arising from, or in respect of: (a) the Equipment's delivery, installation, use or change of use, location, condition, operation, seizure, forfeiture or other confiscation, or the Equipment's loss, destruction, theft or damage however caused including loss of value resulting from insufficient, inadequate or faulty repair; (b) any claim or demand made by any third party in relation to the Equipment or the use of the Equipment; (c) any damage to property or death of, or injury to, any person suffered or sustained in connection with the Equipment or the use of the Equipment; (d) any failure by you to observe your obligations under this Agreement or arising from the early termination of this Agreement (to the extent not otherwise recoverable under this Agreement) or from any representation, warranty or statement (including on tax matters) made by you in, or in connection with, this Agreement which is untrue or misleading in any material respect; (e) any steps reasonably taken by us to administer, exercise, enforce or preserve any of our rights under or in connection with this Agreement; (f) any loss, reduction or disallowance of any depreciation allowance or of any tax deduction or rebate of any income or other tax upon which we have reasonably relied in calculating the Rental Payments payable under this Agreement; (g) any new legislation or change in any legislation (including government revenue raising legislation) or subordinate legislation, or any change in any ruling, guideline, directive or requirement issued by any government authority or any change in the interpretation of any such legislation, subordinate legislation, ruling, guideline, directive or requirement that affects this Agreement, the transactions evidenced by this Agreement, our obligations under this Agreement or our return under this Agreement; or (h) any Security Interest contemplated by this Agreement not having its intended priority required by us, failing to attach to the Equipment, not being perfected, being void, illegal, invalid, unenforceable or of limited force and effect (other than as a result solely of our own act or omission). 6.2 You release us, to the full extent permitted by law, from all claims and demands of every kind arising out of the delivery, installation, location or use of the Equipment, including any liability which may arise in respect of any accident or damage to property or death of, or injury to, you or any other person of whatever nature or kind or arising out of any steps taken by us to exercise, enforce or preserve our rights under or in connection with this Agreement. This release does not apply to the extent that a claim or demand arises directly from our fraud, wilful misconduct or gross negligence. 6.3 The indemnities and releases set out in this Agreement continue in full force and effect notwithstanding the termination (however occurring) of this Agreement.

7. Our Right To Terminate 7.1 We may terminate this Agreement by notice in writing to you and repossess the Equipment if any of the following events occur: (a) (failure to pay Rental Payment) you fail to pay a Rental Payment within two (2) Business Days of its due date; (b) (repudiation) you breach any other essential provision of this Agreement or otherwise repudiate your obligations under this Agreement; (c) (non-compliance with rectification notice) you fail to observe any other obligation under this Agreement after first being given a written notice by us which requires such failure to be rectified within a period of at least ten (10) Business Days after service of the notice, that notice being deemed to stipulate the time for rectification to be of the essence; (d) (misrepresentation) we ascertain in our reasonable opinion that any representation, warranty or statement made by you in, or in connection with, this Agreement is untrue or misleading (whether by omission or otherwise) in any material respect; (e) (material change) there is, in our reasonable opinion, a material adverse change in your business, assets or financial condition or a material change in your ownership without our prior written consent and which will, in our reasonable opinion, materially adversely affect the performance of your obligations under this Agreement; (f) (insolvency) you or the Guarantor enter into, or any steps are taken to have you or the Guarantor enter into, liquidation, provisional liquidation, official management, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with your or the Guarantor's creditors or any of them or you or the Guarantor fail to pay your or the Guarantor's debts as they fall due or you or the Guarantor otherwise become insolvent; (g) (insurance) any insurance required under this Agreement is cancelled or any insurer disclaims liability, or we receive notice that any such insurance will be cancelled or materially adversely modified and a fresh policy is not effected in accordance with this Agreement before expiration of the notice; (h) (loss of Equipment) the Equipment is lost, destroyed, in adverse possession, seized or impounded, or in the opinion of any insurer, damaged to any extent making repair impracticable or uneconomic; (i) (cross default) you fail, or a related body corporate fails, to comply with your or its obligations under any leasing, borrowing, hiring or other finance agreement or arrangement with us or any related body corporate, or under any guarantee, indemnity or undertaking given to us or any related body corporate where: (i) such failure is not rectified within five (5) Business Days (or any longer period applying under the relevant agreement or arrangement) after we or the related body corporate (where applicable) give you a notice requiring you to do so; and (ii) we are of the reasonable view that such failure would have a materially adverse effect on your ability to perform your obligations under this Agreement; or (j) (jeopardy) we ascertain in our reasonable opinion that there is a serious risk of loss or damage to the Equipment for any reason. 7.2 Without limiting the essentiality of any other term of this Agreement, your obligation to pay the Rental Payments on time, to maintain and insure the Equipment, to comply with clause 3.1(g) and to remain solvent are essential terms of this Agreement. You will be taken to have repudiated your obligations under this Agreement if you do not comply with any of the essential terms of this Agreement. 7.3 If we terminate this Agreement under clause 7.1, you must: (a) immediately on receiving notice of termination, deliver up the Equipment in good working order and condition (fair wear and tear excepted), packed and crated and decommissioned in accordance with the manufacturer's specifications (and otherwise in accordance with any return conditions set out in the Special Conditions), to us at a place directed by us (acting reasonably) together with any duly executed transfer of certificate of registration and such records regarding the Equipment as reasonably required by us; (b) pay to us on demand, by way of indemnity for our loss arising from the early termination, the Early Termination Amount; (c) pay to us on demand our reasonable Costs of Repossession; and (d) pay to us on demand all monies which fell due prior to termination and which remain outstanding. 7.4 If an event referred to in clause 7.1 occurs entitling us to terminate this Agreement, then the occurrence of such event shall: (a) constitute an event of default under; and (b) be taken to be a repudiation of your obligations under, any other leasing, borrowing, hiring or other finance agreement or arrangement with us or any related body corporate, thereby entitling us to terminate that leasing, borrowing, hiring or other finance agreement or arrangement.

8. Our Title To The Equipment 8.1 You acknowledge that the Equipment remains our property at all times and that your rights under this Agreement are personal and as bailee only, and that you have no authority to deal with, and agree not to purport to deal with, or share or transfer possession of, the Equipment. 8.2 You must do everything reasonably necessary to protect our title to and PPS Security Interest in the Equipment, including advising third parties of our ownership of and PPS Security Interest in the Equipment. You must refrain from doing anything which could give rise to any claim adverse to our ownership of and PPS Security Interest in the Equipment. You must notify us immediately if a third party makes any such claim. 8.3 If we become entitled to repossess the Equipment, you irrevocably authorise us to enter upon any land or premises where we reasonably believe the Equipment is and remove, detach and dismantle the Equipment, including from any part of the premises to which it may have been affixed.

9. Procedure On Expiry 9.1 On expiry of the Term (or on expiry of any Holding Over Period, under clause 9.2), you must: (a) at your cost, immediately deliver up the Equipment in good working order and condition (fair wear and tear excepted), packed and crated and decommissioned in accordance with the manufacturer's specifications (and otherwise in accordance with the return conditions set out in the Special Conditions) to us at a place directed by us (acting reasonably) together with a duly executed transfer or certificate of registration (where applicable) and such records regarding the Equipment as are reasonably required by us, and if you do not do so, we may repossess the Equipment; (b) pay to us on demand, by way of liquidated damages, an amount equal to the average daily Rental Payment payable by you during the Term for each day you fail to deliver up the Equipment in accordance with clause 9.1(a) or until we retake possession of the Equipment (to the extent not otherwise payable under clause 9.2); (c) pay to us on demand our reasonable Costs of Repossession; and (d) pay to us on demand all other reasonable amounts then due and payable under or in connection with this Agreement. 9.2 If you do not return the Equipment in accordance with clause 9.1(a) at the expiry of the Term, and we have not terminated this Agreement or exercised our right to repossess the Equipment, this Agreement shall be extended from month to month ("Holding Over Period") at the same Rental Payment (pro-rated, if applicable) and otherwise on the same terms and conditions which applied during the Term; provided that any Holding Over Period may be determined by us demanding possession of the Equipment at any time on fourteen (14) days' written notice to you or by you at any time providing fourteen (14) days' prior written notice and delivering the Equipment to us in the manner required under clause 9.1. This clause does not affect your obligation to return the Equipment on the day that this Agreement terminates or expires. 9.3 Payment of additional Rental Payments by you under clause 9.2 will not affect our ownership of or PPS Security Interest in the Equipment or any of our rights under or in connection with this Agreement.

10. Charges for Services 10.1 If the Rental Payments include amounts payable for the maintenance of the Equipment for the provision of other services (or for our recovery of our funding of maintenance or other services), whether or not such amounts are separately identified in the Schedule, you agree and acknowledge that: (a) such amounts have been included at your request; (b) you have given to us a direction to pay those amounts to the person providing the services ("Service Provider") or to retain those amounts if we have already paid the relevant maintenance or service charges to the Service Provider; (c) our role in the maintenance or other services consists solely of paying the Service Provider, and we are not responsible for the maintenance of the Equipment or the provision of any services; (d) we are not related to the Service Provider; and (e) your obligation to: (i) pay the Rental Payments and other monies payable under this Agreement free of any deduction, withholding or set-off on any account; and (ii) perform your other material obligations under this Agreement, is absolute and unconditional and, without limitation, will not be affected by: (i) the failure of the Service Provider to perform the services; (ii) the insolvency of the Service Provider; (iii) any defect in the Equipment; or (iv) the termination of any agreement or arrangement for the provision of any services. 10.2 If there is any breach in relation to the provision of any such services: (a) we may notify you of the part of the Rental Payment that relates solely to the rental of the Equipment, which revised Rental Payment for each subsequent Period will become payable by you in place of all Rental Payments due after such notification; (b) in all other respects, this Agreement and your obligations under it shall continue unchanged; and (c) we may assist you in finding a replacement Service Provider.

11. Where The Equipment Includes Software If the Equipment includes software or the licensing of any software is funded by us under or in connection with this Agreement: (a) where you have been granted the licence to use the software: (i) it is acknowledged that you will be entitled to the benefit of the licence during the Term (and any extension of the Term), subject to the terms of the licence; and (ii) upon the expiration or earlier termination of this Agreement, you will do all things reasonably required by us to ensure that we obtain the benefit of the licence or the grant of an equivalent licence to enable the continued use of the software; (b) where we have been granted the licence to use the software: (i) you may enjoy the benefit of the licence during the Term (or any extension of the Term) to the extent that the licence permits you to do so; and (ii) we will do anything within our power that is reasonably requested by you to enable you to enjoy the benefit of the licence during the Term (or any Holding Over Period); (c) you acknowledge and agree that we are not the licensor of the software or software licence(s) and to the full extent permitted by the ASIC Act, the ACL and other applicable laws, we make no representation about the software and you cannot refuse to pay Rental Payments should the software be defective or unsuitable. Any claims against us in relation to a defect or unsuitability are subject to clause 1(c); (d) to the full extent permitted by the ASIC Act, the ACL and other applicable laws, we make no representation about the terms of any licence relating to the software and you must rely on your own enquiries in this regard; and (e) on the expiration or earlier termination of this Agreement, you must return the software to us with the Equipment.

12. Where The Equipment Includes Serial Numbered Property 12.1 You declare that you have provided us with the serial numbers that we would require to make an effective registration (with the priority required by us) against all Serial Numbered Property in accordance with the PPSA and the PPS Regulations. 12.2 You must notify us immediately in writing if a new or different serial number is allocated to any Serial Numbered Property. 12.3 You must not change or remove the serial number of any Serial Numbered Property after you have disclosed the number to us.

13. Casualty Events 13.1 If the Equipment or any item or items of the Equipment (the "Affected Equipment") is lost, stolen or damaged beyond economic repair, you must immediately notify us and you must either: (a) within 5 business days of such notification replace the Affected Equipment at your cost with Equipment approved by us being at least equivalent in type, functionality and value as at the time the Equipment became Affected Equipment; or (b) pay to us by way of indemnity: (i) the amount which we notify you (acting reasonably) is the amount of the Rental Payments (if any) then due and payable by you to us in respect of the Affected Equipment; (ii) the amount which we notify you (acting reasonably) is the Early Termination Amount referable to the Affected Equipment, calculated as at the date of our notification to you; and the amount which we notify you (acting reasonably) is, as at the date of our notification, the gross residual value referable to the Affected Equipment (being the residual value assumed by us in calculating the Rental Payments, adjusted in accordance with our usual procedures to include our required investment return on the Residual Value up to that date). 13.2 You must pay the aggregate of the amounts referred to in this clause 13.1(b) within five (5) Business Days of the date of our notification to you. If you replace the Affected Equipment in accordance with clause 13.1(a), then you must: (a) ensure that we obtain clear title to the replacement Equipment; (b) notify us immediately in writing of the replacement and provide us with any information that we ask for in relation to the replacement Equipment to enable us to perfect our PPS Security Interest in them; and (c) ensure that the priority of our PPS Security Interest is no less favourable than the priority of our PPS Security Interest in the Affected Equipment. 13.3 Such replacement Equipment shall be taken to be the Equipment (or the relevant item or items of the Equipment as the case may be) for the purposes of this Agreement. If clause 13.1(b) applies, then, upon our receipt of the amount payable by you under clause 13.1(b) in respect of the Affected Equipment: (a) the Rental Payment to you of the Affected Equipment shall terminate; (b) the Rental Payment of any remaining item or items of the Equipment will continue at a new Rental Payment on the terms of this Agreement commencing on the next due date for a Rental Payment, being the Rental Payment otherwise payable less the proportion of the Rental Payment which we calculate was payable in respect of the Affected Equipment; and (c) we will make a pro rata adjustment to any Rental Payment already paid in respect of the Affected Equipment for the period from the receipt of the payment referred to in clause 13.1(b) to the next date on which a Rental Payment falls due. 13.4 If we receive any insurance proceeds in respect of the Affected Equipment: (a) where you have replaced the Equipment in accordance with clause 13.1(a), such proceeds (net of GST) will be credited to you; and (b) where clause 13.1(b) applies, such proceeds (net of GST) will be credited to you to the extent of the Rental Payment received from you under clause 13.1(b)(i) and (iii).

14. Occupational Health & Safety (a) (Your acknowledgements) You acknowledge that during the term of this Agreement you (and not us) will have sole possession and control of the Equipment (b) (Your undertakings) For the purposes of enabling us to comply with our obligations under any applicable occupational or work health and safety laws ("Occupational Health & Safety Law"), you undertake: (i) before taking possession, using or dealing with the Equipment, to: (A) obtain all available information concerning health and safety about the Equipment from the designer or manufacturer of such Equipment, including, without limitation (where applicable) obtaining all records kept by any previous owner of the Equipment and obtaining any information, data or certificates provided or kept in accordance with the Occupational Health & Safety Law; and (B) ensure that the Equipment is inspected and tested in accordance with the requirements set out in the Occupational Health & Safety Law and that you obtain written notification of any faults detected in respect of the Equipment and (if applicable) receive written notification that the Equipment is not to be used until the faults are rectified; (ii) before the date upon which any Equipment are returned or repossessed, to: (A) do all things necessary to ascertain whether or not the Equipment is suitable only for use as scrap or for spare parts; and (B) provide to us upon demand any information reasonably required to be obtained or collected by you pursuant to paragraphs (i) and (ii) of this paragraph (B). (c) (Indemnity) You indemnify us against any loss or liability arising from your failure to comply with your obligations under this clause (except to the extent directly caused or contributed to by our fraud, gross negligence or wilful misconduct).

15. General Provisions 15.1 **Assignment** Subject only to your rights under this Agreement, we may assign, transfer or otherwise deal with the Equipment or all or any part of our rights or obligations under or in connection with this Agreement without giving notice to you or the Guarantor or obtaining your or the Guarantor's consent. However, we will give such notice and obtain such consent prior to effecting any such assignment, transfer or dealing that would be materially detrimental to you. You must not assign, transfer or otherwise deal with any of your rights under or in connection with this Agreement without our prior written consent. 15.2 **Equipment Location** You must notify us of the usual location of the Equipment from time to time and agree not to use them outside the State or Territory in which they are first delivered to you without our consent (not to be unreasonably withheld). 15.3 **Rights Termination** of this Agreement, howsoever arising, will be without prejudice to our rights, powers and remedies with respect to any antecedent breach by you under this Agreement. All rights of ours under this Agreement are in addition to our rights under the general law. 15.4 **Product Information** You consent to us providing you from time to time with information on our or other third party products or services. 15.5 **Financial Information** You must promptly provide us with any financial or other information relating to the financial condition, business, assets and affairs of yourself and any of your related bodies corporate as and when reasonably requested by us. 15.6 **Notices** Any notice or demand to be given by us under or in connection with this Agreement may be served on you by being left at or sent by pre-paid mail or transmitted by facsimile to your address set out in the Schedule or otherwise as notified in writing to us. The notice or demand will be treated as having been given and received: (a) if delivered, on the day of delivery; (b) if sent by pre-paid mail, on the next delivery day; and (c) if transmitted by facsimile, on the day of transmission if a Business Day, or otherwise on the next Business Day. 15.7 **Overdue Interest** You must pay to us on demand interest calculated at the Implicit Rate plus two percent (2%) per annum on any monies payable under or in connection with this Agreement which are overdue on a daily basis for the respective periods from the date the monies became due to the date of payment by you and such amount shall compound monthly. If a liability under or in connection with this Agreement becomes merged in a judgement or order or exists after your winding up, you, as an independent obligation, must pay interest on the amount of that liability from the date the liability becomes payable both before and after the judgement, order or winding up until it is paid, also at that rate. 15.8 **No Waiver By Us** No waiver or indulgence by us in relation to any breach of this Agreement by you will be deemed a waiver or indulgence of any continuing or recurring breach. 15.9 **Commission** You consent to us paying a commission to any third party in relation to this Agreement. You acknowledge that any third party which submitted this Agreement to us, or who conducted any antecedent negotiations with you, is not and was not our agent for any purpose. Commission may be included in the cost of the Equipment. 15.10 **Authority to Complete Schedule** You authorise us to complete and amend any incomplete particular and to correct any manifest or typographical error appearing in the Schedule. 15.11 **We May Act on Your Omissions** If you neglect to pay any money or take any other action required by or in connection with this Agreement, we may (acting reasonably) pay that money or take that other action and recover the costs from you. We may enter and remain upon any land or premises of yours for this purpose. 15.12 **Set Off** You irrevocably authorise us to set off without notice any money held by us on any account of yours against any money owing by you to us or any related body corporate. You must not exercise any right of set off on any account.

15.13 Trust Provisions If you enter into this Agreement as a trustee, you acknowledge, warrant and agree that this Agreement binds you personally and in your capacity as trustee, that you enter into this Agreement for a proper purpose of the trust, that you have power and authority under the trust to enter into this Agreement and that you have the right to be indemnified fully out of the trust property before the trust's beneficiaries for all liabilities you incur under or in connection with this Agreement.

15.14 Governing Law This Agreement is governed by the law of the State or Territory referred to in the Schedule. **15.15 Sever Invald Provisions** If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction.

16. Agency We may enter into this Agreement as agent for another person (whether disclosed or not).

17. Authority to Sign Where this Agreement is executed by a person on your behalf, that person warrants that he or she has the authority and delegated power to execute this Agreement on your behalf.

18. Authority to Register and Waiver of Right to Receive Notice of Verification Statements You acknowledge that we may register one or more financing statements in relation to any PPS Security Interest provided for by this Agreement. If permitted by the PPSA, you waive your right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

19. PPSA Confidentiality **19.1** You and we agree with each other not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7) (b) to (e) of the PPSA. You agree that you will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) if we approve. Nothing in this clause will prevent any disclosure by us that we believe is necessary to comply with our other obligations under the PPSA. **19.2** To the extent that it is not inconsistent with clause 19.1 constituting a "confidentiality agreement" for the purposes of section 275(6) (a) of the PPSA, you agree that we may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that we are not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

20. Contracting Out of the PPSA **20.1** To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by us of any PPS Security Interest created, arising under or provided for by this Agreement, we and you agree with each other that the following provisions of the PPSA do not apply: (a) to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and (b) in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.

21. Acknowledgment of no Subordination Unless agreed to by us in writing, you acknowledge that we have not agreed to subordinate any PPS Security Interest created, arising under or provided for by this Agreement in favour of any third party.

22. Guarantee **22.1** In consideration of us agreeing to enter into this Agreement at the request of the Guarantor, the Guarantor irrevocably and unconditionally guarantees to us: (a) the due and punctual payment of all amounts at any time owing by you to us under or in connection with this Agreement; and (b) the due and punctual performance by you of all of your obligations under this Agreement. If you do not pay any of the monies guaranteed when due, then, the Guarantor must pay the whole of that money to us (or as we direct) upon our demand. If you default in the due and punctual performance of any of your other obligations under this Agreement, the Guarantor must immediately perform, or procure the performance of, such obligations to our satisfaction. **22.2** The Guarantor agrees to indemnify us against all losses, costs, liabilities or damage which we may suffer or sustain as a result of the non-payment of any monies or the non-performance of any obligations under this Agreement by you or if the monies guaranteed are not recoverable by us from you or from the Guarantor as surety for any reason or any payment towards the satisfaction of the monies guaranteed is set aside or refundable, in whole or any part. **22.3** The guarantee and indemnity obligations of the Guarantor are principal and continuing obligations which will not be released until all monies payable to us under this Agreement have been paid in full and satisfied and all of your obligations under this Agreement have been performed, and in our reasonable opinion any payment will not be set aside or be refundable, in whole or any part. We are not obliged to enforce any right against any person or property or demand payment from you or any other person before demanding payment by the Guarantor. **22.4** The guarantee and indemnity obligations of the Guarantor will not be affected by anything which would otherwise reduce or discharge the Guarantor's liability, including: (a) our granting time or any other indulgence or concession to you; (b) our varying this Agreement; (c) any transaction or agreement or variation, novation or assignment of a transaction or agreement between us and you; (d) your winding up, administration, bankruptcy or insolvency; (e) any judgment or order being obtained or made against you; (f) an obligation on you, or any provision of this Agreement, being void, voidable, unenforceable, defective, released, waived, impaired, novated, enforced or impossible or illegal to perform; (g) any amount owing under this Agreement not being recoverable or your liability or the liability of any other person to us ceasing (including as a result of a release or discharge by us or by law); (h) our exercising or not exercising any rights under or in connection with this Agreement or our taking or failing to take or enforcing or failing to enforce or holding any other Security Interest for your indebtedness or varying or surrendering any such Security Interest; (i) any default, misrepresentation, negligence, breach of contract, misconduct, acquiescence, delay, waiver, mistake, failure to give notice or other action or inaction of any kind (whether or not prejudicial to you) by us or any other person. **22.5** Any amount payable under this guarantee and indemnity must be paid by the Guarantor to us upon demand. Without limiting our other rights, the Guarantor must pay interest to us on any amount due by the Guarantor but unpaid at a rate of interest equal to the Implicit Rate plus two percent (2%) per annum, payable on demand. Unpaid interest will compound monthly. **22.6** The Guarantor warrants that it will obtain a commercial benefit as a result of giving this guarantee and indemnity. **22.7** Where the Guarantor comprises more than one person, then the obligations of those persons are joint and several.

23. Interpretation In this Agreement, unless the context otherwise requires:

"Acceptance Date" means the date that this Agreement is signed on our behalf. "ACL" means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth). "ASIC Act" means the Australian Securities and Investments Commission Act 2001 (Cth). "Business Day" means a day on which we are open for business in New South Wales and, where applicable, in the jurisdiction referred to in the Schedule. "Commencement Date" means the Commencement Date referred to in the Schedule. "Costs of Repossession" means all costs and expenses incurred by us in effecting, or attempting, repossession of the Equipment, satisfying any third party claim, and in storing, repairing to good working order and condition, insuring, valuing and disposing of, the Equipment after repossession. "Discount Rate" means the rate reasonably determined by us to calculate the present value of the Rental Payments, taking into account any costs to us of an early termination. Those costs may include costs incurred under our funding or hedging arrangements or any corresponding adjustments to them, and we may assess these on a global basis across all or part of our funding and hedging arrangements, not just any specific arrangement for this Agreement. "Early Termination Amount" means the sum of: (i) the Rental Payments (net of GST) which, but for the termination, would have been payable by you under this Agreement as from the date of early termination to the end of the Term (inclusive of any unamortised brokerage or commission and after making any applicable adjustment on account of future service charges), reduced to a present value as at the date of termination by applying the Discount Rate to such Rental Payments; (ii) our administrative termination fee from time to time. This reflects our general administrative costs for processing early termination; and (iii) at our option, any other monies due, owing or payable by you to us on any account under any other agreement or document between you and us (and to the extent we have included such an amount, payment of the Early Termination Amount in full will discharge that amount). On request from you, we will advise you of the Early Termination Amount or the administrative termination fee at any particular time. "Equipment" means the Equipment referred to in the Schedule and any Equipment which you receive as replacement for the Equipment described in the Schedule, and includes any other items that are deemed to be or form part of the "Equipment" under this Agreement. "GST" means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation. "Guarantor" means the person or persons (if any) named as Guarantor in the Schedule and includes any one or more of them and the successors, legal personal representatives and permitted assigns of each such person. "Implicit Rate" means the interest rate used by us to calculate the Rental Payments under this Agreement, details of which will be made available within a reasonable time after request. "Period" refers to the Period specified in the Schedule. "person" includes any body corporate, association, authority and any other body or entity. "PPSA" means the Personal Property Securities Act 2009 (Cth). "PPS Register" means the Personal Property Securities Register established under Part 5.2 of the PPSA. "PPS Regulations" means the Personal Property Securities Regulations 2010 (Cth). "PPS Security Interest" means a security interest under the PPSA. "Rental Payments" means the Rental Payments referred to in the Schedule. "Security Interest" means: (i) a PPS Security Interest; (ii) any other mortgage, pledge, lien or charge; and (iii) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property. "Serial Numbered Property" means any Equipment which may or must be described by serial number in a registration under the PPSA. "Special Conditions" means special conditions, if any, set out in, or annexed to, the Schedule. "Term" means the Term referred to in the Schedule, including (where the context permits) any "Holding Over Period" under clause 9.2. "we" or "us" or "Owner" means Northern Managed Finance Pty Ltd ABN 43 125 018 582. "you" means the customer referred to in the Schedule.

A reference to any party includes that party's successors, personal legal representatives and permitted assigns; if any party is comprised of more than one person, those persons' obligations are joint and several; a reference to any legislation or to any section or provision of any legislation includes any statutory modification or enactment or any substituted statutory provision and all ordinances, by-laws, regulations and other statutory instruments; the singular includes the plural and vice versa; if there is any inconsistency between any Special Conditions and the Terms and Conditions, the Special Conditions will prevail to the extent of the inconsistency; and the following terms have the meaning given to them in the PPSA: "amendment demand", "collateral", "financing change statement", "financing statement", "perfected", "registration", "serial number" and "verification statement".

Annexure "A"

This is Annexure "A" as referred to in the rental agreement between Northern Managed Finance Pty Ltd, ABN 43125 018 582 of Level 3, 220 George Street, SYDNEY, NSW 2000

And

Company Name: WESTRAC PTY LTD

ABN: 63 009 342 572

Address: 128-136 Great Eastern HWY, Guildford, WA 6055

Dated this 7th Day of FEBRUARY 2017

MODEL	SERIAL	ADDRESS
Konica Minolta C458COM2	A79M041000885	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C458COM2	A79M041001001	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C458COM2	A79M041001117	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C458COM2	A79M041001233	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C458COM2	A79M041001349	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C458COM2	A79M041001465	11 Mount Thorley Rd, Singleton NSW 2330
Konica Minolta C458COM2	A79M041001581	11 Mount Thorley Rd, Singleton NSW 2330
Konica Minolta C458COM2	A79M041001697	Lot 136 Goulds Road Narngulu
Konica Minolta C558COM2	A79K041001008	Lot 136 Goulds Road Narngulu
Konica Minolta C558COM2	A79K041001023	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C558COM2	A79K041001038	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C558COM2	A79K041001053	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C558COM2	A79K041001068	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C558COM2	A79K041001083	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055

Renters Signature: *Jarvas Cromie*

Witness Name: X *[Signature]*

Name: JARVAS CROMIE

Witness Name: BRIAN PEREIRA



Date: 10-Feb-17
 Invoice #: 270552

Tax Invoice

Invoice To:
 Northern Managed Finance Pty Ltd
 Level 3, 220 George Street
 Sydney, NSW 1225

Deliver To:
 Westrac Pty Ltd
 128-126 Great Eastern HWY
 Guildford WA 6050

New Equipment:

Qty	Model	Description	Serial	Location	Unit Cost
1	KMC458	Konica Minolta C458COM2	A79M041000885	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 32,000.00
1	KMC458	Konica Minolta C458COM2	A79M041001001	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 32,000.00
1	KMC458	Konica Minolta C458COM2	A79M041001117	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 32,000.00
1	KMC458	Konica Minolta C458COM2	A79M041001233	1 WESTRAC DRV, TOMAGO 2322	\$ 32,000.00
1	KMC458	Konica Minolta C458COM2	A79M041001349	1 WESTRAC DRV, TOMAGO 2322	\$ 32,000.00
1	KMC458	Konica Minolta C458COM2	A79M041001465	11 Mount Thorley Rd, Singleton NSW 2330	\$ 32,000.00
1	KMC458	Konica Minolta C458COM2	A79M041001581	11 Mount Thorley Rd, Singleton NSW 2330	\$ 32,000.00
1	KMC458	Konica Minolta C458COM2	A79M041001697	Lot 136 Goulds Road Nangulu	\$ 32,000.00
1	KMC558	Konica Minolta C558COM2	A79K041001008	Lot 136 Goulds Road Nangulu	\$ 42,233.00
1	KMC558	Konica Minolta C558COM2	A79K041001023	1 WESTRAC DRV, TOMAGO 2322	\$ 42,233.00
1	KMC558	Konica Minolta C558COM2	A79K041001038	1 WESTRAC DRV, TOMAGO 2322	\$ 42,233.00
1	KMC558	Konica Minolta C558COM2	A79K041001053	1 WESTRAC DRV, TOMAGO 2322	\$ 42,233.00
1	KMC558	Konica Minolta C558COM2	A79K041001068	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 42,233.00
1	KMC558	Konica Minolta C558COM2	A79K041001083	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 42,235.00

Subtotal	\$	509,400.00
GST	\$	50,940.00
TOTAL	\$	560,340.00

BSE: 082 080
Account: 835042583

270552
17-Feb-17
S 560,340.00

People & Technology. Together.

Forum Finance Pty Ltd ABN 16 153 301 172 of Unit 20, 39 Herbert Street, St Leonards NSW 2055 (the "owner") enters into this Agreement with:

Customer Details

Agreement No. _____

Customer Name WESTRAC PTY LTD
 Trading Name WESTRAC PTY LTD ABN 63009342572
 Address 129-136 GREAT EASTERN HWY, 5TH GUILDFORD WA Postcode 6055
 Postal Address LOCKED BAG 9, MIDLAND WA Postcode 6736
 Contact Name JARVAS CROONE Telephone _____
 Contact Email procurement.categories@westrac.com.au Billing Email payables@westrac.com.au
 Preferred Method of Contact Mail Email
 Installation Address for Equipment AS PER WESTRAC STANDING OFFER Postcode _____
(if different from above)

Equipment

Product Model No.	Description	Serial No.
	AS PER WESTRAC STANDING OFFER	
	ANNEXURE	

Commencement, Term and Payments

Commencement Date _____ Rental Instalments (ex GST) \$ 52,068.00
 Term 48 months + GST \$ 5,206.80
 Billing Period Monthly Quarterly Annually Total \$ 57,274.80

NB: Payment for the first Billing Period must accompany this offer. Upon acceptance the payment will be applied to your account.
 By signing this Agreement, the Customer and each Guarantor also acknowledge, agree and consent to the use and disclosure of information (including personal and credit information) as set out in the Privacy Disclosure Statement set out overleaf. The Customer and each Guarantor acknowledges and agrees that they have had the opportunity and have read, understood, and agree to all of the terms in the Terms and Conditions of this Agreement inclusive of all clauses numbered 1 to 25.2 and further agree that this Schedule together with those Terms and Conditions constitute the entire agreement between us, that no other representations have been relied upon by the Customer or Guarantor in entering into this Agreement and that all information provided by the Customer and Guarantor either in this Agreement (including all Client Information) or in connection with it is true and correct.

Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory.
 Name JARVAS CROONE Title DIRECTOR/ CHIEF EXECUTIVE Signature Jarvas Croone
 Witness Signature BRIAN PEREIRA Print Name CFO Date 3/2/16

Guarantee & Indemnity

By signing this SCHEDULE the Guarantor(s) agree to provide a guarantee and indemnity of the Customer's obligations under this Agreement in accordance with the terms of the Guarantee and Indemnity set out in clause 24 of the Terms and Conditions attached to this AGREEMENT.

Executed by the Guarantor(s)
 Guarantor Name _____ Title _____ Signature _____
 Witness Signature _____ Print Name _____ Date _____
 Guarantor Name N/A Title _____ Signature _____
 Witness Signature _____ Print Name _____ Date _____

Acceptance

By accepting the Customer's and Guarantor(s)' offer as set out in the Schedule and the attached terms and conditions Forum Finance Pty Ltd ABN 16 153 301 172 as owner agrees to be bound by this Agreement.

Office Use Only: Memorandum of Acceptance and Date of Issue
 The owner hereby accepts this offer dated _____ Signature _____ Date of Acceptance _____
 Authorised Officer _____ Commencement Date (if different from the Schedule) _____

Business Purpose Declaration

To be signed by individuals (including sole traders, partners, employees and individual trustees) and by strata corporations only.
I/We declare that the credit to be provided by Forum Finance Pty Ltd pursuant to this Agreement is to be applied wholly or predominantly for business purposes.

IMPORTANT
You should only SIGN this declaration if this Agreement is wholly or predominantly for business purposes.
By signing this declaration you may lose your protection under the National Credit Code.

Signed by the Customer on

Date _____

Execution by Individual

Name _____ Signature _____

Privacy Act

Our Privacy Policy and our Credit Reporting Policy is available on our website at www.forumgroup.com.au or we can provide written copies to you on request.

Acknowledgement and Consent to the Disclosure of Information

By signing below I acknowledge that you may collect and use my personal information (including identifying information required to comply with anti- money laundering and counter terrorism financing laws) to:

- assess my consumer or commercial credit application, to assess a credit application by a company of which I am director or to assess my capacity to act as a guarantor;
- source any finances I may require; and
- as the law otherwise authorises or requires.

I acknowledge and agree that you may:

- Disclose to and obtain from any prospective credit provider, information about me that is reasonably necessary to obtain any finance I require;
- Disclose to and obtain from any third party information about me that is reasonably necessary to assist obtaining the finance required;
- Provide my information including credit reports to one or more of the credit providers set out in the Schedule of Credit Providers disclosed on our website so that they can assess my application, the application of a company of which I am a director or my suitability to act as a guarantor;
- Provide credit information about me to a guarantor or prospective guarantor;
- Disclose my personal or credit information to the extent permitted by law to other organisations that provide us with services such as contractors, agents, printers, mail houses, lawyers, collection agencies, document custodians, securitisers and computer systems consultants or providers so that they can perform those services for us; and
- Disclose my personal information to any other organisation that may wish to acquire or has acquired an interest in our business or any rights under your contract with us or the contract with us of a company of which you are a director.

I also agree and consent to:

- A Credit Reporting Body (CRB) disclosing consumer credit information to one or more of the credit providers set out below for the purpose of assessing my application for commercial credit, the application of a company of which I am a director, or my application to act as guarantor
- If I have made an application to become a guarantor a credit provider using that information to assess my suitability to be a guarantor
- A credit provider disclosing my credit information (including information obtained by it from a CRB) to a guarantor or prospective guarantor
- A credit provider disclosing to another credit provider, for a particular purpose information it holds about me.

Where the applicant is a company of which I am a director I consent to the use of my information in addition to the company's information, in each of the ways listed above.

Authorisation

By signing this acknowledgement and consent I also authorise you to make a request on my behalf to obtain credit reporting information about my consumer and commercial credit worthiness from a CRB. That information will assist you in providing services to me. This authorisation ceases when we undertake a task on behalf of a credit provider.

Other Services

I agree that you may provide me or provide to a company of which I am a director offers or information of other goods or services you or any of your associated entities, may be able to provide to me or the company unless I have ticked the box below.

I do not consent to the use of my personal information for other services listed above

I acknowledge that I can contact you and request access to my personal information (subject to any permitted exceptions) to verify that it is correct by contacting your Privacy Officer on 1300 036 786. In some cases an administration fee may be charged to cover the cost of retrieval.

Name and signature giving their consent as applicant or guarantor

Name _____	Name _____
Signature _____	Signature _____
Drivers License _____	Drivers License _____
Date _____	Date _____

Client Information

Rental Plan

Finance Information

Nature of Business _____ Years Owned _____

Trade References (1) _____

Contact Name _____ Telephone _____

Trade References (2) _____

Contact Name _____ Telephone _____

The Customer authorises its accountant to provide you with such information as you may request in relation to the financial position of the Customer including copies of its financial statements for the purpose of assessing this credit application.

Accountant _____

Contact Name _____ Telephone _____

Director/Proprietor's Information

Director/Proprietor (1) _____			
Home Address	_____	Postcode	_____
Home Telephone	_____	Property Value	\$ _____
Date of Birth	_____	Mortgage	\$ <u>N/A</u>
Driver's License	_____	State of Issue	_____
		Expiry Date	_____
Director/Proprietor (2) _____			
Home Address	_____	Postcode	_____
Home Telephone	_____	Property Value	\$ _____
Date of Birth	_____	Mortgage	\$ _____
Driver's License	_____	State of Issue	_____
		Expiry Date	_____

Insurance Information

Insurer/Broker _____ Policy No. _____

Contact Name _____ Telephone _____

Drivers License Verification

(Required for all signatories for the Customer and any Guarantor (s)).

Name (1) _____

Home Address _____ Postcode _____

Date of Birth _____

Driver's License _____ State of Issue _____ Expiry Date _____

I certify that I have identified and verified the signature to the Driver's License a true and correct copy of which is provided as sighted by me.

Vendor/Account Manager Name _____

Address _____ Postcode _____

Vendor/Account Manager Signature _____ Date _____

Name (2) _____

Home Address _____ Postcode _____

Date of Birth _____

Driver's License _____ State of Issue _____ Expiry Date _____

I certify that I have identified and verified the signature to the Driver's License a true and correct copy of which is provided as sighted by me.

Vendor/Account Manager Name _____

Address _____ Postcode _____

Vendor/Account Manager Signature _____ Date _____

Name (3) _____

Home Address _____ Postcode _____

Date of Birth _____

Driver's License _____ State of Issue _____ Expiry Date _____

I certify that I have identified and verified the signature to the Driver's License a true and correct copy of which is provided as sighted by me.

Vendor/Account Manager Name _____

Address _____ Postcode _____

Vendor/Account Manager Signature _____ Date _____

NB// SEE COPY (BACK + FRONT) OF DRIVERS LICENCE ATTACHED

1. OFFER AND ACCEPTANCE
 - 1.1 You have irrevocably offered to rent the Equipment from Us by signing the Schedule.
 - 1.2 This Agreement only becomes binding on us when we accept that offer. Our acceptance of that offer will only occur if we notify you we have signed this Agreement, or if and when we agree with the supplier of the Equipment to acquire it for the purposes of this Agreement (whichever occurs first). These are the only ways in which we may be deemed to have accepted your offer.
 - 1.3 Our acceptance of your offer may be subject to a guarantee given by someone nominated by You and acceptable to Us.
2. TERM AND COMMENCEMENT
 - 2.1 This Agreement begins on the Commencement Date.
 - 2.2 On expiration of the Term this Agreement will continue unless it is terminated in accordance with clause 2.3 or 2.4. If you wish this Agreement to terminate on expiration of the Term you must provide at least 3 months prior written notice before the end of the Term, otherwise the Agreement will be automatically extended for an additional three calendar months ("Extension Term").
 - 2.3 If the Agreement is extended under clause 2.2 you may terminate this Agreement from the expiration of the Extension Term by giving us at least 3 months prior written notice.
 - 2.4 Upon expiration of the Extension Term either party may terminate this Agreement by giving to the other at least 1 month's prior written notice. Until a party gives such notice this Agreement will continue on a month by month basis.
 - 2.5 Any notice of termination given by the Customer will only take effect from the date of the next Rental Instalment due after expiration of the required notice period and you will remain liable for payment of the Rent until the termination notice takes effect.
 - 2.6 If you wish to vary this Agreement whether in relation to the Term or the Equipment hired we will consider your request but we are not obliged to agree to any such request and any variation will be in our sole discretion.
3. DELIVERY OF EQUIPMENT AND RISK
 - 3.1 You must obtain delivery and installation of the Equipment, but before doing so must satisfy yourself as to its identity, condition, merchantable quality and fitness for your purpose. You agree that we have not advised you on any aspect of the Equipment or the servicing requirements of the Equipment.
 - 3.2 You agree that we are not responsible for the servicing of the Equipment and that you are responsible to ensure that the Equipment is taken care of properly, kept in good working order and maintained in accordance with the manufacturer's instructions and recommendations.
 - 3.3 If you obtain possession of the Equipment before our acceptance of this Agreement you will be doing so at your own risk and not as our agent.
4. OUR OWNERSHIP RIGHTS
 - 4.1 The Equipment is our property. You are a bailee of the Equipment only and have no right to purchase or acquire any interest in it. You agree that we are the owner of the Equipment including any software under this Agreement.
 - 4.2 You agree that we may have entered into this Agreement in any capacity we chose and may charge or deal with our interests in this Agreement in any way without notice to you.
5. PAYMENT OF RENT AND OTHER AMOUNTS
 - 5.1 You must pay the Rental Instalment each Billing Period in advance until this Agreement is terminated, commencing on the Commencement Date.
 - 5.2 If all of the Equipment is delivered prior to the Commencement Date you must pay an amount equal to one day's proportion of the Rental Instalment for each day from such delivery until but not including the Commencement Date.
 - 5.3 Your obligation to pay the Rental Instalments and to pay any other money due under this Agreement is absolute and unconditional. Without limitation your payment obligations will continue notwithstanding any defect in, breakdown, accident, theft or damage to or non-performance of the Equipment. Your payment obligations are absolute and are not subject to reduction or set off for any reason.
 - 5.4 The Rental Instalments must be paid by direct debit and all other amounts payable must be paid by either direct debit or electronic funds transfer in accordance with our payment procedures as notified to you from time to time, unless we agree otherwise in writing.
 - 5.5 A payment you make to us is not considered to have been made until we have received it in cleared funds.
 - 5.6 You must pay interest to us on any money payable under this Agreement but unpaid when due including on any damages payable in connection with this Agreement at the Default Rate.
 - 5.7 You must pay or reimburse us for all duties, taxes (including goods and services tax) and other government charges which are payable by you or us in connection with the Equipment, its use, possession or operation or which are payable in connection with this Agreement and we may by notice to you vary the Rent Instalment by the amount of any variation to such charges.
 - 5.8 In this subclause GST, Input Tax Credit, Input Taxed and Taxable Supply have the same meanings as under a New Tax System (Goods and Services Tax) Act 1999. Unless an amount in this Agreement is expressed to be inclusive of GST, if we are or become liable to pay GST in relation to a Taxable Supply made to you in connection with this Agreement then in addition to any other amounts payable or consideration provided by you, you must at the same time pay to us an amount equal to the amount of GST we have to pay, however we must reduce this amount by the amount of any Input Tax Credit that we are entitled to claim in respect of the payment, cost, expense, or liability.
- 5.9 You must pay us all costs and expenses including legal costs which we incur in exercising any of our rights under this Agreement including any amount we pay to release a lien claimed by anyone over the Equipment, or to remedy any breach of your obligations under this Agreement.
- 5.10 Except where you are liable to pay the Recoverable Amount, upon any other early termination of this Agreement you agree to pay in addition to any other money we require you to pay us as compensation for the loss of future rentals, a payout administration fee in the sum of three (3) months rent.
6. YOUR WARRANTIES AND ACKNOWLEDGEMENTS
 - 6.1 You acknowledge and agree that clauses 5, 6.2, 7, 8.1, 8.3 and 10.4 are fundamental terms of this Agreement.
 - 6.2 You warrant to us that: (a) all information which you have given us is correct and not misleading; (b) in entering into this Agreement you have not relied upon any conduct of or statement made by us or anyone acting on our behalf concerning the effect on you of your entry into this Agreement, your financial affairs or taxation position, the classification of this transaction under the Australian Accounting Standards, the quality of the Equipment, its suitability for any purpose or its performance; (c) the Equipment will be used solely or mainly for the purpose of carrying on your business and not for any other purpose; (d) you have satisfied yourself that the Equipment complies with its description, is in good working order and condition, is of merchantable quality and suitable for your purposes and that you have relied on your own skill and judgement in choosing the Equipment; (e) You are authorised to enter into this Agreement and in doing so are not in breach of any authorisations or regulations affecting or controlling you or your business; (f) Unless stated in the Customer Details you have not entered into this Agreement as the trustee of any trust and (g) You are not Insolvent and will not become Insolvent during the Term.
 - 6.3 You acknowledge that this Agreement sets out the whole of the agreement between us in respect of the Equipment and that you are not entitled to any compensation or remedy in connection with the performance or servicing of the Equipment, warranties, or the use or other benefits which you may or may not obtain from the Equipment or any related services.
 - 6.4 You acknowledge that the Rental Instalments may include amounts for any commissions, fees or other remuneration that we have paid or will pay on account of this Agreement including any commission payable to any broker, agent, dealer or other person who introduces you to us or us to you.
 - 6.5 You acknowledge that the moneys payable under this Agreement may include a payout component from previous agreements.
7. INSURANCE
 - 7.1 You must at all times during the Term and during any time after the Term where the Equipment has not been returned to us maintain public liability insurance for injury or damage caused by the use of the Equipment, property insurance against loss or damage to the Equipment for all risks at its Market Value (and we may notify you what this amount should be) and any other insurance policies which we reasonably require.
 - 7.2 Both the Insurer and the terms of the Insurance must be approved by us in writing. You must note our interests on all policies as a co-insured and produce the policy documents, certificates of currency or proof of payment whenever we request you to do so.
 - 7.3 You must not fail to do anything which (a) may result in any Insurance claim being refused or not met in full, (b) vary any Insurance in any material respect without our consent, or (c) enforce, conduct, settle or compromise any Insurance claim without our consent.
 - 7.4 You must notify us of all circumstances which may entitle a claim to be made under any Insurance.
 - 7.5 You must forward to us any proceeds or any payment of any entitlement sent to you under any Insurance unless we agree otherwise. Any amount we receive under this clause may be applied by us towards the repair or replacement of the Equipment, or the reduction of your liability to us, at our discretion.
 - 7.6 Any money we receive under any Insurance for loss or damage to the Equipment which is not applied toward the repair or replacement of the Equipment will be applied as follows: (a) first in reimbursing any costs incurred by us in obtaining or attempting to obtain any of this money, (b) second, in reduction of any amount payable by you under clauses 13, 14, or 15; (c) third, in refunding any amount you have paid to us under clauses 13, 14, or 15 and (d) the balance if any is for us to keep.
8. USE, MAINTENANCE AND REPAIR
 - 8.1 You must maintain the Equipment in good working order and condition at all times and in accordance with the manufacturer's specifications and recommendations. You must keep detailed maintenance records and produce them to us whenever we require them and also produce to us your maintenance agreement or such other documentation or information we require to evidence compliance with your obligations to maintain the Equipment under this Agreement.
 - 8.2 You must only use the Equipment for the purpose for which it was designed and in accordance with the manufacturer's instructions.
 - 8.3 The Equipment must remain in your personal control at all times and except as required to comply with your obligations under clause 8.1 you must not enter into any agreement with anyone in relation to the Equipment or do anything which may prejudice our rights in the Equipment.
 - 8.4 You must only engage qualified personnel to undertake any repairs or other service to the Equipment and not do anything which may cause such person to believe that we will be responsible for that person's account.
 - 8.5 You must not make any alteration or addition to the Equipment which may adversely affect its Market Value without our prior written consent.

- 8.6 You must not remove the Equipment from the location set out in the Schedule without our written consent.
- 8.7 You must ensure that the Equipment is only used by persons with proper qualifications and experience.
- 8.8 You must keep the Equipment secure from theft or damage and not do or allow anything to be done which is likely to jeopardise its safety, condition or value.
- 8.9 You must ensure that all warranties, service agreements and other performance requirements that you may wish to rely on in relation to the Equipment are arranged directly between you and the supplier of the Equipment or relevant services. We have no liability to you in connection with any of these things.
- 9. **COMPUTER EQUIPMENT, SOFTWARE AND LICENSING**
- 9.1 Clause 9 applies where the Equipment is information technology equipment or includes software.
- 9.2 You must ensure that there is installed on the Equipment such enhancements or upgrades to software used with the Equipment as are generally made available by the manufacturer of the Equipment from time to time.
- 9.3 If for any reason there is a termination of this Agreement then the recovery of any amount which may be recoverable from a software supplier or from a supplier of maintenance or support services because you no longer wish to use the software or receive those services is a matter for you to arrange with the relevant supplier and will not affect our entitlement to recover from you the balance of the Rental Instalments under clause 15. If any such supplier makes a refund to us of any such license, maintenance or support fees we will set them off against any amount which you owe us under this Agreement.
- 9.4 If any amount which we have paid relates to software which forms part of or is supplied for use with the Equipment then you are responsible for ensuring you are licensed to use that software for as long as you retain possession of the Equipment and we have no obligation to you at all regarding the software, its use or the ongoing support or service of that software, apart from sublicensing to you, so far as we can any license we have gained as a consequence of paying an amount to the software supplier.
- 9.5 Upon retaking possession of the Equipment we will give you such opportunity to download any data and delete any software from it as we consider reasonable in the circumstances but we will not be liable for any loss of such data and you indemnify us against any claim made by any person in relation to our possessing the Equipment when there is another person's data or software on it or in connection with our deletion of any such data or software.
- 10. **YOUR FURTHER OBLIGATIONS**
- 10.1 You must notify us immediately of any change in your address.
- 10.2 You must ensure we have access to any premises where the Equipment is located and produce it for; our inspection; for testing; or so that we may exercise our rights in relation to it, at any time we request you to do so. We will give you reasonable prior notice unless we consider we must act quickly in order to protect our interests in the Equipment.
- 10.3 You must notify us immediately following any loss or damage to the Equipment.
- 10.4 You must not assign this Agreement or any of your rights under it without our prior written consent and any purported assignment without such consent will be invalid and of no effect.
- 10.5 You must provide us with copies of your financial statements and other information reasonably requested by us during the Term.
- 10.6 You indemnify us on demand: (a) against any claims and any costs arising in connection with the use, operation or your possession of the Equipment and (b) against any claims, costs, losses or damage we suffer or incur in connection with your breach of this Agreement or this Agreement being terminated before the end of the Term.
- 11. **IMPLIED WARRANTIES AND LIMITATION OF LIABILITY**
- 11.1 To the full extent permitted by law all express and implied terms, conditions and warranties (other than any set out in this Agreement) are excluded. We are not liable for any damage, injury or loss to any person or property arising out of the possession, operation or use of the Equipment. Whether or not Schedule 2 of the Competition and Consumer Law 2010 (Cth) or any law of similar effect applies, our liability for anything related to the Equipment and its use including damage or economic and consequential loss is limited to the maximum extent permitted by law. In any event our liability is limited to either: (a) the replacement or the cost of the replacement of the relevant Equipment; or (b) the repair or the cost of repair of the relevant Equipment, at our option.
- 11.2 Except as provided in clause 11.1 we will not be liable to you or any person claiming under you in contract, tort or otherwise for or in respect of any direct, indirect, or consequential loss, damage, expense or injury suffered by you or any other person arising in connection with this Agreement, its performance, any delay in its performance or non performance due to our negligence or default or any error (whether negligent or not) in information supplied to you either before or after the date of this Agreement in connection with it or the Equipment.
- 12. **DEFAULT EVENTS**
- 12.1 A Default Event occurs if (a) You fail to pay any one or more Rental Instalments in whole or in part and also fail to comply with any subsequent notice by us requiring payment to be made (b) You fail to pay any one or more Rental Instalments under clause 5 in whole or in part and also fail to comply with any subsequent undertaking (written or oral) given by you to us in respect of that default, (c) You default in complying with any of your obligations in clause 7 (Insurance) (d) You purport to assign or in any way deal with the Equipment or any of your rights under this Agreement, (e) the Equipment is lost or destroyed or we form the opinion that the Equipment is so damaged as to make its repair uneconomical, (f) You default in complying with any other obligation under this Agreement and that default is not remedied within 14 days of us giving you notice of the default; (g) You are a corporation and action is taken by you or another person on the basis that you are insolvent; (h) You are an individual and you die or become incapable of managing your own affairs by reason of mental illness or other condition, (i) You are a partnership and that partnership is dissolved or application is made to a court for its dissolution, (j) the holder of any security given at any time over any of your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise takes action to enforce the security, (k) an event described in (g) to (j) occurs in relation to any guarantor of your obligations under this Agreement or the guarantor if an individual becomes or becomes liable to be declared a bankrupt, (l) any warranty given by you in relation to this Agreement is false, or (m) due to a change in any Controlling Person we have at our discretion determined that there has been a change in the credit risk associated with this Agreement from that assessed before the Agreement was entered into and no agreement is made with you as to a change to the terms of this Agreement satisfactory to us.
- 13. **OUR RIGHTS UPON A DEFAULT EVENT**
- 13.1 If a Default Event occurs, you will be deemed to have repudiated this Agreement. We will then be entitled to terminate this Agreement by written notice to you or if we consider that the Equipment or our rights upon termination may be adversely affected if we do not immediately take possession of the Equipment we may terminate this Agreement by taking or attempting to take possession of the Equipment without giving you written notice in advance of termination.
- 13.2 Upon termination under clause 13.1 you are immediately liable to pay us, without need or prior demand and both by way of liquidated damages arising from the Default Event and from early termination of this Agreement the Recoverable Amount together with any other amounts payable under this Agreement.
- 13.3 If we terminate this Agreement following a Default Event described in clause 12.1(e) loss and destruction the amount payable under clause 13.2 will be the Recoverable Amount plus as compensation for the loss of the Equipment the Market Value which the Equipment would have had if it had not been lost, destroyed or so damaged, assuming that it was in excellent condition for its age prior to that event.
- 14. **OBLIGATIONS AT THE END OF HIRING**
- 14.1 At the end of this Agreement (howsoever that occurs) we are entitled to possession of the Equipment and you must immediately return the Equipment to the place specified by us and do all things necessary to transfer to us any registration, license or certificate in connection with the Equipment including paying all fees costs or duties connected with doing so.
- 14.2 If the Equipment is not returned to us at the end of this Agreement (with or without our consent) you must pay us by way of rental or as damages for your failure to return the Equipment an amount equal to one day's proportion of the Rental Instalment for each day until the Equipment is returned to us.
- 14.3 If you do not return the Equipment to us when you are due to do so and we are not able to recover possession of it within a reasonable time we may, without prior notice to you, declare it to be lost and you must pay us compensation for this loss calculated as at the date of such declaration in accordance with clause 13.3.
- 14.4 At the end of this Agreement (howsoever that occurs) if any software forms part of the Equipment or was included in this Agreement you assign or license to us, so far as you can all of your rights in the software with power for us to assign or license such rights to others.
- 15. **VALUE OF GOODS ON TERMINATION**
- 15.1 When the Equipment is returned to our possession upon any termination (whether early or not) you must pay the amount we notify you as being: (a) the difference between the Market Value of the Equipment and the Market Value of other Equipment of the same type which is in good condition for a similar age; or (b) at our choice, and provided this is less than the amount which would be payable under (a), the cost of repairing the Equipment to such a condition.
- 15.2 Upon early termination under clause 13.1 we will credit you with any amount by which the net proceeds of any sale of the Equipment (after deduction of all costs and expenses of sale including storage) exceed the amount which we have provided for in our records as the value of the Equipment at the expiration of the Term but after that value has been rebated by application of the Rebate Rate over the period between the date of the termination and the date when the Term would have expired.
- 16. **COMMISSIONS**
- 16.1 You agree that we may pay a commission, fee or other remuneration to any broker, agent, dealer or other person who introduces you to us or us to you.
- 17. **APPROPRIATION OF PAYMENTS**
- 17.1 We may apply any money received from you or from anyone else on your behalf, to any money owing by you to us whether in connection with this Agreement or otherwise, and we may disregard any directions you give us as to how that money is to be applied.
- 18. **AGENCY AND TRUST**
- 18.1 We may enter into this Agreement as agent for another person (whether disclosed or not) and such other person may have, or may acquire title to, or property or an interest in the Equipment or our rights under this Agreement. If you enter into this Agreement as the trustee of any trust you acknowledge, agree and represent that this Agreement binds you both personally and also in your capacity as trustee, that you have power and authority under the trust to enter into this Agreement, that you have the right to be fully indemnified out of the trust property (ahead of the beneficiaries) for all liabilities you incur under

- this Agreement and you will notify us immediately upon becoming aware that you are to be or have been replaced as the trustee.
- 19. CERTIFICATES AND NOTICES**
- 19.1 Any notice required to be served under this Agreement will be deemed to have been properly served if left at or sent by prepaid post to the last known address, or sent by facsimile to the last notified facsimile number of the addressee.
- 19.2 Any notice sent by pre paid post will be taken to have been received three (3) days after the date of posting and any facsimile will be taken to have been received when the transmitting machine records that a successful transmission has been made.
- 19.3 You must advise us in writing as soon as practicable if you change your address, phone number or facsimile number.
- 20. POWERS YOU GIVE US**
- 20.1 You give us and our employees authority to do, without notice to you, anything considered by us to be necessary to give effect to this Agreement including the completion or correction of any details in the Schedule or the doing of anything you should have done under this Agreement and anything we consider to be desirable to protect our rights under this Agreement.
- 20.2 Our rights under clause 20.1 include but are not limited to all rights necessary and full power to sue for and recover any claims for loss or damage to the Equipment under any Insurance or otherwise, to compromise any such claim in your name or in the names of You and Us and to give effective releases and receipts in respect of any such claim.
- 20.3 You indemnify us against any loss, damage, costs or claims suffered or incurred by us arising out of actions authorised under this clause 20.
- 21. PERSONAL PROPERTY AND SECURITIES ACT (PPSA)**
- 21.1 In this Agreement unless the context requires otherwise, the terms used in this clause have the meanings given to them in the PPSA.
- 21.2 We may take all such steps as we consider appropriate to register, protect and perfect our position in respect of this Agreement under the PPS Law including the registration of one or more financing statements.
- 21.3 You acknowledge that we may register one or more financing statements in relation to our Security Interests under this Agreement.
- 21.4 You waive your rights to receive notice of any verification statement relating to the registration of a financing statement or any financing change statement to the extent permitted under the PPSA.
- 21.5 We may by notice to you at any time, require you to do any of the following things:
- (a) take all steps, and sign all necessary documents to perfect, protect, record or better secure our Security Interests;
 - (b) reimburse us for our costs incurred in attending to registration of our Security Interest under the PPS Law; and
 - (c) ensure that this Agreement and any Security Interest is enforceable by us against you or any third party.
- 21.6 If permitted by the PPSA, you waive your right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of such financing statement or any related financing change statement.
- 21.7 You agree that we are not required to give you any notices or provide copies of any documents required to be given under the PPSA and you consent and agree to waive any rights: (a) to receive such notices or documents (including but not limited to, sections 95, 118, 121 (4), 125, 127, 129, 130, 132, 134(2), 135, 136(3), (4) and (5), 138 (b) (4), 142 and 143 of the PPS Act); (b) to receive a statement of account under section 132(4) of the PPSA; or (c) to receive details of the amounts paid to other secured parties in a statement of account under section 132(1) of the PPSA and have no rights by reference to or under sections 125, 142, and 143 of the PPS Act, unless the right or requirement to provide a notice or document cannot be excluded by law.
- 21.8 You and we agree not to disclose information of the kind set out in section 275 (1) of the PPSA, except in the circumstances required by sections 275 (7) (b) to (e). You agree you will not authorise the disclosure of information under section 275 (7) (c) or request information under section 275 (7) (d) without our prior written approval. However nothing in this Agreement prevents a disclosure by us that is required to comply with our other obligations under the PPSA and to the extent permitted by the PPSA nothing prevents us from making such disclosures in response to a request made by a party who is not an interested person under section 275 (9) of the PPSA.
- 22. GENERAL PROVISIONS**
- 22.1 No delay, or the granting of any time or other indulgence by us will affect our rights to enforce your obligations or to exercise any of our rights under this Agreement.
- 22.2 No waiver of our rights may be implied from anything done or omitted to be done by us. Any express waiver by us of any right will not be deemed to extend to any continuing or recurring default by you of your obligations.
- 22.3 Every provision of this Agreement is independent of every other provision. Any provision that is prohibited or unenforceable in any jurisdiction is to the extent of the prohibition or unenforceability, deemed removed without invalidating so far as possible the remainder of the provisions.
- 23. APPLICABLE LAW**
- 23.1 This Agreement is governed by the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of that State.
- 24. GUARANTEE AND INDEMNITY**
- 24.1 Clause 19 (Certificates and Notices), clause 23 (General Provisions), clause 24 (Applicable Law) and clause 25 (Meaning of Words and Interpretation) apply to the provisions of this Guarantee and Indemnity duly modified where required.
- 24.2 The Guarantor unconditionally and irrevocably guarantees to us the due and punctual payment of all money that is or may become owing or payable by the Customer under this Agreement and the punctual performance of all of the Customer's obligations under this Agreement, in each case including any variation of the payment or other terms of this Agreement as provided for in it or as otherwise agreed from time to time by us and the Customer (with or without the Guarantor's consent).
- 24.3 The Guarantor indemnifies and will keep us wholly indemnified against any loss, cost, damage, charge, expense or any other liability directly or indirectly incurred by us in any way arising from or in connection with (a) any actual or attempted breach or default by the Customer of any of its obligations under this Agreement, or (b) any inability by us to enforce this Agreement against the Customer for any reason, including that this Agreement is or any part of it may be void, voidable or declared unenforceable.
- 24.4 Each of the Indemnities in clause 24.3 is separate and distinct from the other and from the guarantee under clause 24.1 and must not be construed or otherwise read down or limited in its effect or otherwise varied by virtue of its inclusion in the same document as the guarantee, or by virtue of any of the other undertakings given by the Guarantor.
- 24.5 The Guarantor must pay any money due to us under this Guarantee and Indemnity on demand.
- 24.6 The Guarantor's obligations and our rights and remedies against the Guarantor will continue until all Guaranteed Money has been paid and discharged in full and this Guarantee and Indemnity has been released and will not in any way be affected by (a) any release or variation of any obligations under this Agreement at any time, (b) any grant of time, concession, indulgence, waiver, compromise, abandonment or transfer (whether with or without consideration) of (i) any right of any person under this Guarantee and Indemnity or any obligations under this Agreement, (ii) any other of our rights against the Customer, the Guarantor or any other person, (c) any acquiescence, delay, act or omission, neglect or mistake on our part or by any other person to enforce the Agreement or this Guarantee and Indemnity, (d) the Customer, the Guarantor or any other person becoming bankrupt, insolvent, placed under administration or in liquidation or dying, or being dissolved or deregistered or otherwise ceasing to exist whether or not we assent to this or receive or accept any dividend from any trustee, administrator or liquidator, (e) any incapacity or change in the legal capacity of the Customer or any other Guarantor, including any change in the membership of any firm (whether or not this involves dissolving an existing partnership and forming another) which is the Customer or the Guarantor or of which the Customer or Guarantor is a member; (f) any amounts guaranteed by this Guarantee and Indemnity being or becoming irrecoverable against any person for any reason, (g) any provision of this Agreement or the Guarantee and Indemnity being or becoming void, voidable or unenforceable against any person; (h) any assignment or transfer of any rights in respect of this Agreement or the Guarantee and Indemnity by us, the Customer, the Guarantor or any assignee of them or any other person, (i) any judgement or order being made against any person, (j) the amount of the Guaranteed Money increasing or being reduced to nil or otherwise varied, (k) the failure to give notice to or the lack of consent of the Guarantor before or after the happening of any acts or events referred to in this clause or (l) any other act, omission or default by any person or any other matter or thing which, but for this clause, might discharge, reduce, abrogate, prejudice or otherwise affect the liability of the Customer or the Guarantor.
- 24.7 The Guarantor's obligations are continuing obligations under this Guarantee and Indemnity and are unconditional and irrevocable, remaining in full force and effect until the whole of the Guaranteed Money has been paid or satisfied and this Guarantee and Indemnity is released.
- 24.8 Subject to clause 24.9 if after all Guaranteed Money has been paid to us the Guarantor requests it in writing, we will release this Guarantee and Indemnity at the Guarantor's cost, seven months after the date of payment.
- 24.9 Notwithstanding any release given under clause 24.8 the release will be ineffective and our rights under this Guarantee and Indemnity will not be prejudiced or affected if: (a) any amount paid or any assurances, security or other benefit given to us must be repaid or is revoked or avoided for any reason (including under any laws relating to bankruptcy, insolvency or any legal limitation, disability or incapacity of or affecting any person) or (b) anyone claims that an amount paid or any assurances, security or other benefit given to us must be repaid, revoked or avoided for any such reason, and in either event (i) the liabilities of the Guarantor under this Guarantee and Indemnity will be the same as if the release had not occurred, (ii) the Guarantor must do all things requested by us to confirm our rights under this Guarantee and Indemnity and (iii) the Guarantor must pay to us on demand all costs, charges and expenses incurred by us in connection with the matters referred to in this clause.
- 24.10 This Guarantee and Indemnity: (a) is and remains a principal obligation and (b) may be enforced against the Guarantor without us first having taken proceedings against the Customer or any other guarantor to recover the Guaranteed Money. The Guarantor hereby charges in our favour all interests in any land which each Guarantor now owns or of which it becomes owner.
- 24.11 This Guarantee and Indemnity is in addition to and does not affect or merge with any other of our rights under any other guarantee, indemnity or security held at any time by us.
- 24.12 The Guarantor is not entitled to: (a) claim or seek the benefit of or require the transfer of the benefit of any guarantee and indemnity or security held by us at any time, or to (b) recover from the Customer any amount paid to us by or on behalf of the Guarantor unless and until all money owed by the Customer to us (whether or not guaranteed) has been fully paid and satisfied.

25. MEANING OF WORDS AND INTERPRETATION

25.1 Words used in these terms have the meaning given below:

Acceptance Date means the date your offer is accepted by us in accordance with clause 1.2

Commencement Date means the Commencement Date set out in the Schedule or if that is blank the Acceptance Date.

Controlling Person means any person or persons who directly or indirectly and either alone or together with other persons, may control you, including without limitation the capacity to determine the outcome of decisions about your financial and operating policies but does not include the directors of a publicly listed company.

Default Event means an event described in clause 12.

Default Rate means the 90 day bank bill rate published by Westpac its successors or assigns from time to time plus 5% per annum calculated on the outstanding amount at such intervals as we determine capitalised annually.

Equipment means each and every item of equipment specified in the Schedule and includes any part of them together with all spare parts, software, enhancements and updates which may be incorporated in the Equipment during the currency of this Agreement.

Guarantee and Indemnity means the Guarantee and Indemnity contained in clause 24.

Guaranteed Money means and includes all and any money that is or may become payable by the Customer, the Guarantor or any other person in connection with this Agreement or the Guarantee and Indemnity.

Guarantor means any Guarantor or Guarantors named in this Agreement as a guarantor.

Insurance means any Insurance policy or cover required to be obtained by you under clause 7.

Insolvent means bankrupt, in receivership, in receivership and management, in liquidation or provisional liquidation, under administration, wound up or subject to any arrangement, assignment or composition, or protected from creditors under any statute or unable to pay your debts as and when they fall due or if an event of default (however defined) occurs under any other financing arrangement whether by way of, loan, lease, hiring agreement, or other financing arrangement to which you are a party, or you repudiate such financing arrangement.

Market Value means the value of the Equipment as determined by a person nominated by us as being experienced in the valuation of equipment of a type similar to the Equipment.

Rebate Rate means the rate that when applied to a future Rental Instalment or the value of the Equipment will ensure that we will receive the same rate of pretax return after that discounting that we would have received from this Agreement if all Rental Instalments and other payments had been paid on their respective due dates and we received the Equipment back in its required condition on the last day of the Term or the Extension Term (as applicable).

Recoverable Amount means the total of the following: (a) the sum of any Rental Instalments due but unpaid as at the date of termination and (b) the sum of the Rental Instalments which would but for the termination have become owing for the balance of the Term of this Agreement (after the deduction of stamp duty and GST where applicable) discounted by the Rebate Rate (c) any other amount due but unpaid under this Agreement (d) any additional loss (including any loss of profit, cost or expense as determined by us which we incur in breaking or varying any arrangement we made in order to fund the Equipment for the Term, and (e) any amount payable by us under clause 5.7 or 5.8

Rent and Rental Instalment means the Rental Instalments set out in the Schedule.

We and Us or we and us means Forum Finance Pty Ltd and includes our agents and other authorised representatives.

You and Your or you and your means the person named as Customer in the Schedule and each and every one of them jointly and severally.

25.2 In the interpretation of this Agreement (a) the singular includes the plural and vice versa, any gender includes the other genders and a person includes an individual, body corporate, partnership or governmental corporation or authority, and (b) any warranty, obligation or right which binds or benefits (2) two or more persons under this Agreement binds or benefits those persons jointly and severally.

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1300 036 786 or Info@forumgroup.com.au
www.forumgroup.com.au

Sydney.
Unit 20, 39 Herbert St, St Leonards NSW 2065
Melbourne.
5/10 Duerdin Street, Clayton VIC 3168
Brisbane.
26 Edmondstone Rd, Bowen Hills QLD 4006

EQUIPMENT ANNEXURE

Equipment

forum
 People & Technology. Together.

MODEL	QTY	SERIAL NUMBER	LOCATION
HPM527FMFP	1	CNDXG6V8KM	COAL STORE BROKE ROAD C/O TNT 23136027 BULGA 2330
HPM527FMFP	1	CNDXG6V8KN	LEMINGTON ROAD RAVENSWORTH 2330
HPM527FMFP	1	CNDXG6V8KQ	LEMINGTON ROAD RAVENSWORTH 2330
HPM527FMFP	1	CNDXG6V8KT	CLOUDBREAK WESTRAC WORKSHOP SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8KX	CLOUDBREAK WESTRAC WORKSHOP SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8KV	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8KW	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8KS	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KA	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KC	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KD	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KR	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KX	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KB	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KK	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KW	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KF	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KH	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KN	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KG	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KV	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KJ	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V9KP	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8LM	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8LN	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8LL	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8LQ	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8LW	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8LS	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8LH	MT KEITH MINE SITE LEONORA SOUTH GUILDFORD 6055
HPM527FMFP	1	CNDXG6V8LG	105 WOODBROOK ROAD KARRATHA 6714
HPM527FMFP	1	CNDXG6V8LA	BLACK STREET FIMISTON 6432
HPM527FMFP	1	CNDXG6V8LO	BLACK STREET FIMISTON 6432
HPM527FMFP	1	CNDXG6V8LP	11 MT THORLEY ROAD MT THORLEY 2330
HPM527FMFP	1	CNDXG6V8LX	3 KALAMUNDA ROAD C/O WESTRAC SOUTH GUILDFORD NEWMAN 6753

Page | 1

1. **1300 036 786**
 2. **info@forumgroup.com.au**
 3. **forumgroup.com.au**

Sydney.
 Unit 20, 39 Herbert St, St Leonards NSW 2065
Melbourne.
 5/10 Duerdin Street, Clayton VIC 3168
Brisbane
 26 Edmondstone Rd, Bowen Hills QLD 4006

Gold Coast.
 Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217
Perth.
 Suite 1, 28 Belmont Avenue, Belmont WA 6104

EQUIPMENT ANNEXURE

Equipment			
HPM527FMFP	1	CNDXG6V8LZ	1 CRESCENT STREET HOLROYD 2142
HPM527FMFP	1	CNDXG6V8L3	1 CRESCENT STREET HOLROYD 2142
HPM527FMFP	1	CNDXG6W8LO	1 CRESCENT STREET HOLROYD 2142
HPM527FMFP	1	CNDXG6W8MN	NORTH WEST COASTAL HIGHWAY PORT HEDLAND 6721
HPM527FMFP	1	CNDXG6W8MW	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM527FMFP	1	CNDXG6W8MP	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM527FMFP	1	CNDXG6W8MR	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM527FMFP	1	CNDXG6W8MO	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM527FMFP	1	CNDXG6W8M8	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM527FMFP	1	CNDXG6W8M7	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM527FMFP	1	CNDXG6W8MF	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM527FMFP	1	CNDXG6W8MG	51-59 HUME ST TAMINDA 2340
HPM527FMFP	1	CNDXG6W8MM	C/ MCMAHON HAULAGE 104 POOLE STREET TELFER 6762
HPM527FMFP	1	CNDXG6W8MV	25D SANDRINGHAM AVE THORNTON 3233
HPM527FMFP	1	CNDXG6W8MS	LOT 14 LIGHT INDUSTRIAL ESTATE TOM PRICE 6751
HPM527FMFP	1	CNDXG6W8M4	1 WESTRAC DRIVE TOMAGO 2322
HPM527FMFP	1	CNDXG6W8M1	1 WESTRAC DRIVE TOMAGO 2322
HPM527FMFP	1	CNDXG6W8M0	1 WESTRAC DRIVE TOMAGO 2322
HPM527FMFP	1	CNDXG6W8MC	17-91 ADAMS DRIVE WELSHPOOL 6106
HPM605X	1	CNCXH8J6V11	12 REIFF STREET LAVINGTON 2641
HPM605X	1	CNCXH8J6V15	12 REIFF STREET LAVINGTON 2641
HPM605X	1	CNCXH8J6V16	55 SYDNEY STREET KELSO 2795
HPM605X	1	CNCXH8J6V17	55 SYDNEY STREET KELSO 2795
HPM605X	1	CNCXH8J6V20	55 SYDNEY STREET KELSO 2795
HPM605X	1	CNCXH8J6V18	20 KULLARA CLOS BERESFIELD 2322
HPM605X	1	CNCXH8J6V22	20 KULLARA CLOS BERESFIELD 2322
HPM605X	1	CNCXH8J6X12	WESTRAC BODDINGTON GOLD MINE BODDINGTON 6390
HPM605X	1	CNCXH8J6V40	WESTRAC BODDINGTON GOLD MINE BODDINGTON 6390
HPM605X	1	CNCXH8J6V41	WESTRAC BODDINGTON GOLD MINE BODDINGTON 6390
HPM605X	1	CNCXH8J6V42	COAL STORE BROKE ROAD C/O TNT 23136027 BULGA 2330
HPM605X	1	CNCXH8J6V43	1 WILSON ROAD BUNBURY 6230
HPM605X	1	CNCXH8J6V44	1 WILSON ROAD BUNBURY 6230
HPM605X	1	CNCXH8J6X01	1 WILSON ROAD BUNBURY 6230
HPM605X	1	CNCXH8J6X02	1 WILSON ROAD BUNBURY 6230
HPM605X	1	CNCXH8J6X03	1 WILSON ROAD BUNBURY 6230
HPM605X	1	CNCXH8J6V23	1 WILSON ROAD BUNBURY 6230
HPM605X	1	CNCXH8J6V24	CADIA ROAD C/O TNT 21316027 CADIA 2800
HPM605X	1	CNCXH8J6V25	CADIA ROAD C/O TNT 21316027 CADIA 2800

p 1300 036 786
 e info@forumgroup.com.au
 w forumgroup.com.au

Sydney.
 Unit 20, 39 Herbert St, St Leonards NSW 2065
Melbourne.
 5/10 Duerdin Street, Clayton VIC 3168
Brisbane
 26 Edmondstone Rd, Bowen Hills QLD 4006

Gold Coast.
 Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217
Perth.
 Suite 1, 28 Belmont Avenue, Belmont WA 6104

EQUIPMENT ANNEXURE

Equipment

HPM605X	1	CNCXH8J6V0A	78 SHEPPARD STREET HUME 2620
HPM605X	1	CNCXH8J6V26	78 SHEPPARD STREET HUME 2620
HPM605X	1	CNCXH8J6V27	78 SHEPPARD STREET HUME 2620
HPM605X	1	CNCXH9H6X01	16 THIRTEENTH STREET COBAR 2835
HPM605X	1	CNCXH9H6X02	16 THIRTEENTH STREET COBAR 2835
HPM605X	1	CNCXH9H6X03	8 PURVIS LANE DUBBO 2830
HPM605X	1	CNCXH9H6X04	8 PURVIS LANE DUBBO 2830
HPM605X	1	CNCXH9H6X05	LOT 140 GOULDS ROAD NARNGULU 6532
HPM605X	1	CNCXH9H6X11	LOT 140 GOULDS ROAD NARNGULU 6532
HPM605X	1	CNCXH9H6M12	LOT 140 GOULDS ROAD NARNGULU 6532
HPM605X	1	CNCXH9H6X16	2 TYSON STREET GRAFTON 2460
HPM605X	1	CNCXH9H6X20	2 TYSON STREET GRAFTON 2460
HPM605X	1	CNCXH9H6X07	3 HAM STREET GRIFFITH 2680
HPM605X	1	CNCXH9H6X08	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X09	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X10	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X12	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X13	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X21	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X22	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X23	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X24	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X25	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H6X26	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H5X01	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X01	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X02	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X03	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X04	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X05	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X06	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X07	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X09	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X11	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X13	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X20	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X15	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X16	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055

 **1300 036 786**
 **Info@forumgroup.com.au**
 **forumgroup.com.au**

Sydney.
 Unit 20, 39 Herbert St, St Leonards NSW 2065
Melbourne.
 5/10 Duerdin Street, Clayton VIC 3168
Brisbane
 26 Edmondstone Rd, Bowen Hills QLD 4006

Gold Coast.
 Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217
Perth.
 Suite 1, 28 Belmont Avenue, Belmont WA 6104

EQUIPMENT ANNEXURE

Equipment			
HPM605X	1	CNCXH9H7X17	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X18	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X08	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
HPM605X	1	CNCXH9H7X00	LOT 26 GREAT EASTERN HIGHWAY KALGOORLIE 6430
HPM605X	1	CNCXH8N6V27	LOT 26 GREAT EASTERN HIGHWAY KALGOORLIE 6430
HPM605X	1	CNCXH8N6V09	105 WOODBROOK ROAD KARRATHA 6714
HPM605X	1	CNCXH8N6V13	BLACK STREET FIMISTON 6432
HPM605X	1	CNCXH8N6V11	514 ABERNETHY ROAD KEWDALE 6105
HPM605X	1	CNCXH8N6V02	514 ABERNETHY ROAD KEWDALE 6105
HPM605X	1	CNCXH8N6V03	CLEAR RIDGE ROAD VIA WEST WYALONG 2761
HPM605X	1	CNCXH8N6V04	2 CAROL AVE MOREE 2400
HPM605X	1	CNCXH8N6V05	2 CAROL AVE MOREE 2400
HPM605X	1	CNCXH8N6V06	11 MT THORLEY ROAD MT THORLEY 2330
HPM605X	1	CNCXH8N6V12	11 MT THORLEY ROAD MT THORLEY 2330
HPM605X	1	CNCXH8N6V14	11 MT THORLEY ROAD MT THORLEY 2330
HPM605X	1	CNCXH8N6V15	11 MT THORLEY ROAD MT THORLEY 2330
HPM605X	1	CNCXH8N6V19	MURRIN MURRIN MINE SITE LEONORA SOUTH GUILDFORD 6055
HPM605X	1	CNCXH8N6V00	MURRIN MURRIN MINE SITE LEONORA SOUTH GUILDFORD 6055
HPM605X	1	CNCXH8N6X01	LOT 2330 OLD LIGHT INDUSTRIAL NEWMAN 6753
HPM605X	1	CNCXH8N6X02	3 KALAMUNDA ROAD C/O WESTRAC SOUTH GUILDFORD NEWMAN 6753
HPM605X	1	CNCXH8N6X03	3 KALAMUNDA ROAD C/O WESTRAC SOUTH GUILDFORD NEWMAN 6753
HPM605X	1	CNCXH8N6X04	3 KALAMUNDA ROAD C/O WESTRAC SOUTH GUILDFORD NEWMAN 6753
HPM605X	1	CNCXH8N6X11	1 CRESCENT STREET HOLROYD 2142
HPM605X	1	CNCXH8N6X12	1 CRESCENT STREET HOLROYD 2142
HPM605X	1	CNCXH8N6X13	1 CRESCENT STREET HOLROYD 2142
HPM605X	1	CNCXH8N6X05	1 CRESCENT STREET HOLROYD 2142
HPM605X	1	CNCXH8N6X06	NORTH WEST COASTAL HIGHWAY PORT HEDLAND 6721
HPM605X	1	CNCXH8N6X08	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM605X	1	CNCXH8N6X09	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM605X	1	CNCXH8N6X15	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
HPM605X	1	CNCXH8N6X16	51-59 HUME ST TAMINDA 2340
HPM605X	1	CNCXH8N6X22	51-59 HUME ST TAMINDA 2340
HPM605X	1	CNCXH8N6X23	C/ MCMAHON HAULAGE 104 POOLE STREET TELFER 6762
HPM605X	1	CNCXH8N6X40	C/ MCMAHON HAULAGE 104 POOLE STREET TELFER 6762
HPM605X	1	CNCXH8N6X30	C/ MCMAHON HAULAGE 104 POOLE STREET TELFER 6762
HPM605X	1	CNCXH8N6X45	1 WESTRAC DRIVE TOMAGO 2322


1300 036 786
info@forumgroup.com.au
forumgroup.com.au

Sydney.
 Unit 20, 39 Herbert St, St Leonards NSW 2065
Melbourne.
 5/10 Duerdin Street, Clayton VIC 3168
Brisbane
 26 Edmondstone Rd, Bowen Hills QLD 4006

Gold Coast.
 Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217
Perth.
 Suite 1, 28 Belmont Avenue, Belmont WA 6104

EQUIPMENT ANNEXURE

Equipment

HPM605X	1	CNCXH8N6X49	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X43	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X25	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X2A	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N5X33	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X33	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X34	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X35	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X36	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X50	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X55	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X51	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X52	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X53	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X54	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X60	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X19	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X56	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X57	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N6X62	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N3X33	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N3X34	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N3X35	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N3X36	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N3X01	1 WESTRAC DRIVE TOMAGO 2322
HPM605X	1	CNCXH8N3X00	149 HAMMOND AVENUE WAGGA WAGGA 2650
HPM605X	1	CNCXH8N3X03	149 HAMMOND AVENUE WAGGA WAGGA 2650
HPM605X	1	CNCXH8N3X05	17-91 ADAMS DRIVE WELSHPOOL 6106
HPM605X	1	CNCXH8N3X07	17-91 ADAMS DRIVE WELSHPOOL 6106
HPM605X	1	CNCXH8N3X10	181 FIVE ISLAND ROAD WOLLONGONG 2526
HPM605X	1	CNCXH8N3X11	181 FIVE ISLAND ROAD WOLLONGONG 2526
KMC454ECOM1	1	A5C0041008329	12 REIFF STREET LAVINGTON 2641
KMC454ECOM1	1	A5C0041008333	55 SYDNEY STREET KELSO 2795
KMC454ECOM1	1	A5C0041008332	20 KULLARA CLOS BERESFIELD 2322
KMC454ECOM1	1	A5C0041008334	20 KULLARA CLOS BERESFIELD 2322
KMC454ECOM1	1	A5C0041008331	WESTRAC BODDINGTON GOLD MINE BODDINGTON 6390
KMC454ECOM1	1	A5C0041008341	WESTRAC BODDINGTON GOLD MINE BODDINGTON 6390
KMC454ECOM1	1	A5C0041008344	WESTRAC BODDINGTON GOLD MINE BODDINGTON 6390

1300 036 786
info@forumgroup.com.au
forumgroup.com.au

Sydney.
Unit 20, 39 Herbert St, St Leonards NSW 2065
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5/10 Duerdin Street, Clayton VIC 3168
Brisbane
26 Edmondstone Rd, Bowen Hills QLD 4006

Gold Coast.
Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217
Perth.
Suite 1, 28 Belmont Avenue, Belmont WA 6104

EQUIPMENT ANNEXURE

Equipment

KMC454ECOM1	1	A5C0041008346	WESTRAC BODDINGTON GOLD MINE BODDINGTON 6390
KMC454ECOM1	1	A5C0041008347	WESTRAC BODDINGTON GOLD MINE BODDINGTON 6390
KMC454ECOM1	1	A5C0041008348	LEMINGTON ROAD RAVENSWORTH 2330
KMC454ECOM1	1	A5C0041008349	1 WILSON ROAD BUNBURY 6230
KMC454ECOM1	1	A5C0041008350	1 WILSON ROAD BUNBURY 6230
KMC454ECOM1	1	A5C0041008355	CADIA ROAD C/O TNT 21316027 CADIA 2800
KMC454ECOM1	1	A5C0043008355	78 SHEPPARD STREET HUME 2620
KMC454ECOM1	1	A5C0043008301	16 THIRTEENTH STREET COBAR 2835
KMC454ECOM1	1	A5C0043008311	8 PURVIS LANE DUBBO 2830
KMC454ECOM1	1	A5C0043008303	49 SIMPSON STREET ESPERANCE 6450
KMC454ECOM1	1	A5C0043008305	LOT 140 GOULDS ROAD NARNGULU 6532
KMC454ECOM1	1	A5C0043008307	LOT 140 GOULDS ROAD NARNGULU 6532
KMC454ECOM1	1	A5C0043008308	2 TYSON STREET GRAFTON 2460
KMC454ECOM1	1	A5C0043008313	3 HAM STREET GRIFFITH 2680
KMC454ECOM1	1	A5C0043008309	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008314	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008315	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008316	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008317	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008318	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008319	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008320	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008321	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008322	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008323	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008327	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008344	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008372	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0043008345	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0041018359	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0041018310	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0041018300	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0041018302	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0041018303	MT KEITH MINE SITE LEONORA SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0041018304	MT KEITH MINE SITE LEONORA SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0041018305	LOT 26 GREAT EASTERN HIGHWAY KALGOORLIE 6430
KMC454ECOM1	1	A5C0041018306	LOT 26 GREAT EASTERN HIGHWAY KALGOORLIE 6430
KMC454ECOM1	1	A5C0041018307	BLACK STREET FIMISTON 6432

D 1300 036 786
E info@forumgroup.com.au
W forumgroup.com.au

Sydney.
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Perth.
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EQUIPMENT ANNEXURE

Equipment			
KMC454ECOM1	1	A5C0041018308	514 ABERNETHY ROAD KEWDALE 6105
KMC454ECOM1	1	A5C0041018309	2 CAROL AVE MOREE 2400
KMC454ECOM1	1	A5C0041018311	11 MT THORLEY ROAD MT THORLEY 2330
KMC454ECOM1	1	A5C0041018312	11 MT THORLEY ROAD MT THORLEY 2330
KMC454ECOM1	1	A5C0041018313	11 MT THORLEY ROAD MT THORLEY 2330
KMC454ECOM1	1	A5C0041018319	11 MT THORLEY ROAD MT THORLEY 2330
KMC454ECOM1	1	A5C0041018344	11 MT THORLEY ROAD MT THORLEY 2330
KMC454ECOM1	1	A5C0041018244	MURRIN MURRIN MINE SITE LEONORA SOUTH GUILDFORD 6055
KMC454ECOM1	1	A5C0041018234	LOT 2330 OLD LIGHT INDUSTRIAL NEWMAN 6753
KMC454ECOM1	1	A5C0041018254	LOT 2330 OLD LIGHT INDUSTRIAL NEWMAN 6753
KMC454ECOM1	1	A5C0041018264	3 KALAMUNDA ROAD C/O WESTRAC SOUTH GUILDFORD NEWMAN 6753
KMC454ECOM1	1	A5C0041018274	1 CRESCENT STREET HOLROYD 2142
KMC454ECOM1	1	A5C0041018284	1 CRESCENT STREET HOLROYD 2142
KMC454ECOM1	1	A5C0041018204	NORTH WEST COASTAL HIGHWAY PORT HEDLAND 6721
KMC454ECOM1	1	A5C0041018245	2 REID RD PERTH INTERNATIONAL AIRPORT 6105
KMC454ECOM1	1	A5C0041018206	51-59 HUME ST TAMINDA 2340
KMC454ECOM1	1	A5C0041018209	51-59 HUME ST TAMINDA 2340
KMC454ECOM1	1	A5C0041018210	C/ MCMAHON HAULAGE 104 POOLE STREET TELFER 6762
KMC454ECOM1	1	A5C0041018222	LOT 14 LIGHT INDUSTRIAL ESTATE TOM PRICE 6751
KMC454ECOM1	1	A5C0041018223	1 WESTRAC DRIVE TOMAGO 2322
KMC454ECOM1	1	A5C0041018224	1 WESTRAC DRIVE TOMAGO 2322
KMC454ECOM1	1	A5C0041018225	1 WESTRAC DRIVE TOMAGO 2322
KMC454ECOM1	1	A5C0041018226	13B OLD PUNT ROAD TOMAGO 2322
KMC454ECOM1	1	A5C0041018227	13B OLD PUNT ROAD TOMAGO 2322
KMC454ECOM1	1	A5C0041018228	1 WESTRAC DRIVE TOMAGO 2322
KMC454ECOM1	1	A5C0041018229	1 WESTRAC DRIVE TOMAGO 2322
KMC454ECOM1	1	A5C0041018230	1 WESTRAC DRIVE TOMAGO 2322
KMC454ECOM1	1	A5C0041018231	1 WESTRAC DRIVE TOMAGO 2322
KMC454ECOM1	1	A5C0041018232	13B OLD PUNT ROAD TOMAGO 2322
KMC454ECOM1	1	A5C0041018233	1 WESTRAC DRIVE TOMAGO 2322
KMC454ECOM1	1	A5C0041018239	1 WESTRAC DRIVE TOMAGO 2322
KMC454ECOM1	1	A5C0041018240	5-7 INDUSTRY DRIVE TWEED HEADS SOUTH 2486
KMC454ECOM1	1	A5C0041018247	149 HAMMOND AVENUE WAGGA WAGGA 2650
KMC454ECOM1	1	A5C0041018248	17-91 ADAMS DRIVE WELSHPOOL 6106
KMC454ECOM1	1	A5C0041018249	17-91 ADAMS DRIVE WELSHPOOL 6106
KMC654ECOM1	1	A2X1047002410	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055
KMC654ECOM1	1	A2X1047002411	GOODS INWARDS - HYNE RD SOUTH GUILDFORD 6055

T 1300 036 786
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People & Technology. Together.
ABN: 25 153 334 997

Forum Finance Pty Ltd
PO Box 146, St Leonards NSW 1590
Tel: 02 9002 4000
E: accounts@forumgroup.com.au

Date: 10-Feb-16
Invoice #: 233635

Tax Invoice

Invoice To:
Northern Managed Finance Pty Ltd
Level 3, 220 George St
Sydney, NSW 1225

Deliver To:
Westrac Pty Ltd
128-136 Great Eastern Highway
South Guildford WA 6055

New Equipment:

Qty	Item #	Description	Serial	Unit Cost
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8KM	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8KN	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8KQ	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8KT	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8KX	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8KV	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8KW	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8KS	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KA	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KC	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KD	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KR	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KX	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KB	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KK	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KW	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KF	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KH	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KN	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KG	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KV	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KJ	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V9KP	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LM	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LN	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LL	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LQ	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LW	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LS	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LH	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LG	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LA	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LO	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LP	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LX	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8LZ	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6V8L3	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8LO	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MN	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MW	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MP	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MR	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MO	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8M8	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8M7	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MF	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MG	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MM	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MV	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MS	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8M4	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8M1	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8M0	6,500.00
1	HPM5271MFP	Mono A4 Multifunction C/P/F/S	CNDXG6W8MC	6,500.00

1	HPM605x	Mono A4 Printer	CNCXH8N6X43	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X25	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X2A	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N5X33	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X33	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X34	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X35	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X36	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X50	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X55	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X51	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X52	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X53	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X54	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X60	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X19	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X56	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X57	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N6X62	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X33	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X34	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X35	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X36	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X01	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X00	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X03	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X05	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X07	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X10	\$	2,500.00
1	HPM605x	Mono A4 Printer	CNCXH8N3X11	\$	2,500.00
1	KMC654e	Colour A3 MFP	A2X1047002410	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002411	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002412	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002413	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002444	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002417	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002420	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X10470024A3	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002421	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002425	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002430	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002433	\$	21,314.65
1	KMC654e	Colour A3 MFP	A2X1047002435	\$	21,314.65

Subtotal	\$	2,138,090.45
GST	\$	213,809.05
TOTAL	\$	2,351,899.50

Account Name: Forum Group Pty
 Ltd
 BSB: 082 080
 Account: 121782934

10-Feb-16
 233635
 17-Feb-16
 \$ 2,351,899.50

People & Technology. Together.

Forum Finance Pty Ltd ABN 16 153 301 172 of Unit 20, 39 Herbert Street, St Leonards NSW 2055 (the "owner") enters into this Agreement with:

Customer Details

Agreement No.

Customer Name **Westrac PTY LTD**
 Trading Name **Westrac Pty Ltd**
 Address **128-136 Great Eastern Hwy, South Guildford WA**
 Postal Address **Locked Bag 9, Midland WA**
 Contact Name **Jarvas Croome**
 Contact Email **procurement.category@westrac.com.au**
 Preferred Method of Contact Mail Email
 Installation Address for Equipment (if different from above)

ABN **63 009 342 572**
 Postcode **6055**
 Postcode **6936**

Billing Email **payables@westrac.com.au**

Postcode

Equipment

Product Model No.	Description	Serial No.
	As per Annexure	

Commencement, Term and Payments

Commencement Date		Rental Instalments (ex GST)	\$ 25,100	. 00
Term 48 months		+ GST	\$ 2,510	. 00
Billing Period <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually		Total	\$ 27,610	. 00

NB: Payment for the first Billing Period must accompany this offer. Upon acceptance the payment will be applied to your account.

By signing this Agreement, the Customer and each Guarantor also acknowledge, agree and consent to the use and disclosure of information (including personal and credit information) as set out in the Privacy Disclosure Statement set out overleaf. The Customer and each Guarantor acknowledges and agrees that they have had the opportunity and have read, understood, and agree to all of the terms in the Terms and Conditions of this Agreement inclusive of all clauses numbered 1 to 25.2 and further agree that this Schedule together with those Terms and Conditions constitute the entire agreement between us, that no other representations have been relied upon by the Customer or Guarantor in entering into this Agreement and that all information provided by the Customer and Guarantor either in this Agreement (including all Client Information) or in connection with it is true and correct.

Customer's Signature

Executed for and on behalf of the Customer by its duly authorised signatory.

Name Jarvas Croome	Title Chief Executive	Signature
Witness Signature	Print Name Brian Pereira	Date 16/02/16

Guarantee & Indemnity

By signing this SCHEDULE the Guarantor(s) agree to provide a guarantee and indemnity of the Customer's obligations under this Agreement in accordance with the terms of the Guarantee and Indemnity set out in clause 24 of the Terms and Conditions attached to this AGREEMENT.

Executed by the Guarantor(s)

Guarantor Name	Title	Signature
Witness Signature	Print Name	Date
Guarantor Name	Title	Signature
Witness Signature	Print Name	Date

Accepted

By accepting the Customer's and Guarantor(s)' offer as set out in the Schedule and the attached terms and conditions Forum Finance Pty Ltd ABN 16 153 301 172 as owner agrees to be bound by this Agreement.

Office Use Only: Memorandum of Acceptance and Date of Issue

The owner hereby accepts this offer dated _____ Signature _____ Date of Acceptance _____

Authorised Officer _____ Commencement Date (if different from the Schedule) _____

Business Purpose Declaration

To be signed by individuals (including sole traders, partners, employees and individual trustees) and by strata corporations only. I/We declare that the credit to be provided by Forum Finance Pty Ltd pursuant to this Agreement is to be applied wholly or predominantly for business purposes.

IMPORTANT

You should only SIGN this declaration if this Agreement is wholly or predominantly for business purposes. By signing this declaration you may lose your protection under the National Credit Code.

Signed by the Customer on

Date _____

Execution by Individual

Name _____

Signature _____

Privacy Act

Our Privacy Policy and our Credit Reporting Policy is available on our website at www.forumgroup.com.au or we can provide written copies to you on request.

Acknowledgement and Consent to the Disclosure of Information

By signing below I acknowledge that you may collect and use my personal information (including identifying information required to comply with anti-money laundering and counter terrorism financing laws) to:

- assess my consumer or commercial credit application, to assess a credit application by a company of which I am director or to assess my capacity to act as a guarantor;
- source any finances I may require; and
- as the law otherwise authorises or requires.

I acknowledge and agree that you may:

- Disclose to and obtain from any prospective credit provider, information about me that is reasonably necessary to obtain any finance I require;
- Disclose to and obtain from any third party information about me that is reasonably necessary to assist obtaining the finance required;
- Provide my information including credit reports to one or more of the credit providers set out in the Schedule of Credit Providers disclosed on our website so that they can assess my application, the application of a company of which I am a director or my suitability to act as a guarantor;
- Provide credit information about me to a guarantor or prospective guarantor;
- Disclose my personal or credit information to the extent permitted by law to other organisations that provide us with services such as contractors, agents, printers, mail houses, lawyers, collection agencies, document custodians, securitisers and computer systems consultants or providers so that they can perform those services for us; and
- Disclose my personal information to any other organisation that may wish to acquire or has acquired an interest in our business or any rights under your contract with us or the contract with us of a company of which you are a director.

I also agree and consent to:

- A Credit Reporting Body (CRB) disclosing consumer credit information to one or more of the credit providers set out below for the purpose of assessing my application for commercial credit, the application of a company of which I am a director, or my application to act as guarantor
- If I have made an application to become a guarantor a credit provider using that information to assess my suitability to be a guarantor
- A credit provider disclosing my credit information (including information obtained by it from a CRB) to a guarantor or prospective guarantor
- A credit provider disclosing to another credit provider, for a particular purpose information it holds about me.

Where the applicant is a company of which I am a director I consent to the use of my information in addition to the company's information, in each of the ways listed above.

Authorisation

By signing this acknowledgement and consent I also authorise you to make a request on my behalf to obtain credit reporting information about my consumer and commercial credit worthiness from a CRB. That information will assist you in providing services to me. This authorisation ceases when we undertake a task on behalf of a credit provider.

Other Services

I agree that you may provide me or provide to a company of which I am a director offers or information of other goods or services you or any of your associated entities, may be able to provide to me or the company unless I have ticked the box below.

I do not consent to the use of my personal information for other services listed above

I acknowledge that I can contact you and request access to my personal information (subject to any permitted exceptions) to verify that it is correct by contacting your Privacy Officer on 1300 036 786. In some cases an administration fee may be charged to cover the cost of retrieval.

Name and signature giving their consent as applicant or guarantor

Name	_____	Name	_____
Signature	_____	Signature	_____
Drivers License	_____	Drivers License	_____
Date	_____	Date	_____

Finance Information

Nature of Business _____ Years Owned _____

Trade References (1) _____

Contact Name _____ Telephone _____

Trade References (2) _____

Contact Name _____ Telephone _____

The Customer authorises its accountant to provide you with such information as you may request in relation to the financial position of the Customer including copies of its financial statements for the purpose of assessing this credit application.

Accountant _____

Contact Name _____ Telephone _____

Director/Proprietor's Information

Director/Proprietor (1) _____			
Home Address	_____	Postcode	_____
Home Telephone	_____	Property Value	\$ _____
Date of Birth	_____	Mortgage	\$ _____
Driver's License	_____	State of Issue	_____
		Expiry Date	_____
Director/Proprietor (2) _____			
Home Address	_____	Postcode	_____
Home Telephone	_____	Property Value	\$ _____
Date of Birth	_____	Mortgage	\$ _____
Driver's License	_____	State of Issue	_____
		Expiry Date	_____

Insurance Information

Insurer/Broker _____ Policy No. _____

Contact Name _____ Telephone _____

Drivers License Verification

(Required for all signatories for the Customer and any Guarantor (s)).

Name (1) _____

Home Address _____ Postcode _____

Date of Birth _____

Driver's License _____ State of Issue _____ Expiry Date _____

I certify that I have identified and verified the signature to the Driver's License a true and correct copy of which is provided as sighted by me.

Vendor/Account Manager Name _____

Address _____ Postcode _____

Vendor/Account Manager Signature _____ Date _____

Name (2) _____

Home Address _____ Postcode _____

Date of Birth _____

Driver's License _____ State of Issue _____ Expiry Date _____

I certify that I have identified and verified the signature to the Driver's License a true and correct copy of which is provided as sighted by me.

Vendor/Account Manager Name _____

Address _____ Postcode _____

Vendor/Account Manager Signature _____ Date _____

Name (3) _____

Home Address _____ Postcode _____

Date of Birth _____

Driver's License _____ State of Issue _____ Expiry Date _____

I certify that I have identified and verified the signature to the Driver's License a true and correct copy of which is provided as sighted by me.

Vendor/Account Manager Name _____

Address _____ Postcode _____

Vendor/Account Manager Signature _____ Date _____

Terms and Conditions

1. OFFER AND ACCEPTANCE
- 1.1 You have irrevocably offered to rent the Equipment from Us by signing the Schedule.
- 1.2 This Agreement only becomes binding on us when we accept that offer. Our acceptance of that offer will only occur if we notify you we have signed this Agreement, or if and when we agree with the supplier of the Equipment to acquire it for the purposes of this Agreement (whichever occurs first). These are the only ways in which we may be deemed to have accepted your offer.
- 1.3 Our acceptance of your offer may be subject to a guarantee given by someone nominated by You and acceptable to Us.
2. TERM AND COMMENCEMENT
- 2.1 This Agreement begins on the Commencement Date.
- 2.2 On expiration of the Term this Agreement will continue unless it is terminated in accordance with clause 2.3 or 2.4. If you wish this Agreement to terminate on expiration of the Term you must provide at least 3 months prior written notice before the end of the Term, otherwise the Agreement will be automatically extended for an additional three calendar months ("Extension Term").
- 2.3 If the Agreement is extended under clause 2.2 you may terminate this Agreement from the expiration of the Extension Term by giving us at least 3 months prior written notice.
- 2.4 Upon expiration of the Extension Term either party may terminate this Agreement by giving to the other at least 1 month's prior written notice. Until a party gives such notice this Agreement will continue on a month by month basis.
- 2.5 Any notice of termination given by the Customer will only take effect from the date of the next Rental Instalment due after expiration of the required notice period and you will remain liable for payment of the Rent until the termination notice takes effect.
- 2.6 If you wish to vary this Agreement whether in relation to the Term or the Equipment hired we will consider your request but we are not obliged to agree to any such request and any variation will be in our sole discretion.
3. DELIVERY OF EQUIPMENT AND RISK
- 3.1 You must obtain delivery and installation of the Equipment, but before doing so must satisfy yourself as to its identity, condition, merchantable quality and fitness for your purpose. You agree that we have not advised you on any aspect of the Equipment or the servicing requirements of the Equipment.
- 3.2 You agree that we are not responsible for the servicing of the Equipment and that you are responsible to ensure that the Equipment is taken care of properly, kept in good working order and maintained in accordance with the manufacturer's instructions and recommendations.
- 3.3 If you obtain possession of the Equipment before our acceptance of this Agreement you will be doing so at your own risk and not as our agent.
4. OUR OWNERSHIP RIGHTS
- 4.1 The Equipment is our property. You are a bailee of the Equipment only and have no right to purchase or acquire any interest in it. You agree that we are the owner of the Equipment including any software under this Agreement.
- 4.2 You agree that we may have entered into this Agreement in any capacity we chose and may charge or deal with our interests in this Agreement in any way without notice to you.
5. PAYMENT OF RENT AND OTHER AMOUNTS
- 5.1 You must pay the Rental Instalment each Billing Period in advance until this Agreement is terminated, commencing on the Commencement Date.
- 5.2 If all of the Equipment is delivered prior to the Commencement Date you must pay an amount equal to one day's proportion of the Rental Instalment for each day from such delivery until but not including the Commencement Date.
- 5.3 Your obligation to pay the Rental Instalments and to pay any other money due under this Agreement is absolute and unconditional. Without limitation your payment obligations will continue notwithstanding any defect in, breakdown, accident, theft or damage to or non-performance of the Equipment. Your payment obligations are absolute and are not subject to reduction or set off for any reason.
- 5.4 The Rental Instalments must be paid by direct debit and all other amounts payable must be paid by either direct debit or electronic funds transfer in accordance with our payment procedures as notified to you from time to time, unless we agree otherwise in writing.
- 5.5 A payment you make to us is not considered to have been made until we have received it in cleared funds.
- 5.6 You must pay interest to us on any money payable under this Agreement but unpaid when due including on any damages payable in connection with this Agreement at the Default Rate.
- 5.7 You must pay or reimburse us for all duties, taxes (including goods and services tax) and other government charges which are payable by you or us in connection with the Equipment, its use, possession or operation or which are payable in connection with this Agreement and we may by notice to you vary the Rent Instalment by the amount of any variation to such charges.
- 5.8 In this subclause GST, Input Tax Credit, Input Taxed and Taxable Supply have the same meanings as under a New Tax System (Goods and Services Tax) Act 1999. Unless an amount in this Agreement is expressed to be inclusive of GST, if we are or become liable to pay GST in relation to a Taxable Supply made to you in connection with this Agreement then in addition to any other amounts payable or consideration provided by you, you must at the same time pay to us an amount equal to the amount of GST we have to pay, however we must reduce this amount by the amount of any Input Tax Credit that we are entitled to claim in respect of the payment, cost, expense, or liability.

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- 5.9 You must pay us all costs and expenses including legal costs which we incur in exercising any of our rights under this Agreement including any amount we pay to release a lien claimed by anyone over the Equipment, or to remedy any breach of your obligations under this Agreement.
- 5.10 Except where you are liable to pay the Recoverable Amount, upon any other early termination of this Agreement you agree to pay in addition to any other money we require you to pay us as compensation for the loss of future rentals, a payout administration fee in the sum of three (3) months rent.
6. YOUR WARRANTIES AND ACKNOWLEDGEMENTS
- 6.1 You acknowledge and agree that clauses 5, 6.2, 7, 8.1, 8.3 and 10.4 are fundamental terms of this Agreement.
- 6.2 You warrant to us that: (a) all information which you have given us is correct and not misleading; (b) in entering into this Agreement you have not relied upon any conduct of or statement made by us or anyone acting on our behalf concerning the effect on you of your entry into this Agreement, your financial affairs or taxation position, the classification of this transaction under the Australian Accounting Standards, the quality of the Equipment, its suitability for any purpose or its performance; (c) the Equipment will be used solely or mainly for the purpose of carrying on your business and not for any other purpose; (d) you have satisfied yourself that the Equipment complies with its description, is in good working order and condition, is of merchantable quality and suitable for your purposes and that you have relied on your own skill and judgement in choosing the Equipment; (e) You are authorised to enter into this Agreement and in doing so are not in breach of any authorisations or regulations affecting or controlling you or your business; (f) Unless stated in the Customer Details you have not entered into this Agreement as the trustee of any trust and (g) You are not insolvent and will not become insolvent during the Term.
- 6.3 You acknowledge that this Agreement sets out the whole of the agreement between us in respect of the Equipment and that you are not entitled to any compensation or remedy in connection with the performance or servicing of the Equipment, warranties, or the use or other benefits which you may or may not obtain from the Equipment or any related services.
- 6.4 You acknowledge that the Rental Instalments may include amounts for any commissions, fees or other remuneration that we have paid or will pay on account of this Agreement including any commission payable to any broker, agent, dealer or other person who introduces you to us or us to you.
- 6.5 You acknowledge that the moneys payable under this Agreement may include a payout component from previous agreements.
7. INSURANCE
- 7.1 You must at all times during the Term and during any time after the Term where the Equipment has not been returned to us maintain public liability insurance for injury or damage caused by the use of the Equipment, property insurance against loss or damage to the Equipment for all risks at its Market Value (and we may notify you what this amount should be) and any other insurance policies which we reasonably require.
- 7.2 Both the insurer and the terms of the insurance must be approved by us in writing. You must note our interests on all policies as a co-insured and produce the policy documents, certificates of currency or proof of payment whenever we request you to do so.
- 7.3 You must not fail to do anything which (a) may result in any insurance claim being refused or not met in full, (b) vary any insurance in any material respect without our consent, or (c) enforce, conduct, settle or compromise any insurance claim without our consent.
- 7.4 You must notify us of all circumstances which may entitle a claim to be made under any insurance.
- 7.5 You must forward to us any proceeds or any payment of any entitlement sent to you under any insurance unless we agree otherwise. Any amount we receive under this clause may be applied by us towards the repair or replacement of the Equipment, or the reduction of your liability to us, at our discretion.
- 7.6 Any money we receive under any insurance for loss or damage to the Equipment which is not applied toward the repair or replacement of the Equipment will be applied as follows: (a) first in reimbursing any costs incurred by us in obtaining or attempting to obtain any of this money, (b) second, in reduction of any amount payable by you under clauses 13, 14, or 15; (c) third, in refunding any amount you have paid to us under clauses 13, 14, or 15 and (d) the balance if any is for us to keep.
8. USE, MAINTENANCE AND REPAIR
- 8.1 You must maintain the Equipment in good working order and condition at all times and in accordance with the manufacturer's specifications and recommendations. You must keep detailed maintenance records and produce them to us whenever we require them and also produce to us your maintenance agreement or such other documentation or information we require to evidence compliance with your obligations to maintain the Equipment under this Agreement.
- 8.2 You must only use the Equipment for the purpose for which it was designed and in accordance with the manufacturer's instructions.
- 8.3 The Equipment must remain in your personal control at all times and except as required to comply with your obligations under clause 8.1 you must not enter into any agreement with anyone in relation to the Equipment or do anything which may prejudice our rights in the Equipment.
- 8.4 You must only engage qualified personnel to undertake any repairs or other service to the Equipment and not do anything which may cause such person to believe that we will be responsible for that person's account.
- 8.5 You must not make any alteration or addition to the Equipment which may adversely affect its Market Value without our prior written consent.

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- 8.6 You must not remove the Equipment from the location set out in the Schedule without our written consent.
- 8.7 You must ensure that the Equipment is only used by persons with proper qualifications and experience.
- 8.8 You must keep the Equipment secure from theft or damage and not do or allow anything to be done which is likely to jeopardise its safety, condition or value.
- 8.9 You must ensure that all warranties, service agreements and other performance requirements that you may wish to rely on in relation to the Equipment are arranged directly between you and the supplier of the Equipment or relevant services. We have no liability to you in connection with any of these things.
9. **COMPUTER EQUIPMENT, SOFTWARE AND LICENSING**
- 9.1 Clause 9 applies where the Equipment is information technology equipment or includes software.
- 9.2 You must ensure that there is installed on the Equipment such enhancements or upgrades to software used with the Equipment as are generally made available by the manufacturer of the Equipment from time to time.
- 9.3 If for any reason there is a termination of this Agreement then the recovery of any amount which may be recoverable from a software supplier or from a supplier of maintenance or support services because you no longer wish to use the software or receive those services is a matter for you to arrange with the relevant supplier and will not affect our entitlement to recover from you the balance of the Rental Instalments under clause 15. If any such supplier makes a refund to us of any such license, maintenance or support fees we will set them off against any amount which you owe us under this Agreement.
- 9.4 If any amount which we have paid relates to software which forms part of or is supplied for use with the Equipment then you are responsible for ensuring you are licensed to use that software for as long as you retain possession of the Equipment and we have no obligation to you at all regarding the software, its use or the ongoing support or service of that software, apart from sublicensing to you, so far as we can any license we have gained as a consequence of paying an amount to the software supplier.
- 9.5 Upon retaking possession of the Equipment we will give you such opportunity to download any data and delete any software from it as we consider reasonable in the circumstances but we will not be liable for any loss of such data and you indemnify us against any claim made by any person in relation to our possessing the Equipment when there is another person's data or software on it or in connection with our deletion of any such data or software.
10. **YOUR FURTHER OBLIGATIONS**
- 10.1 You must notify us immediately of any change in your address.
- 10.2 You must ensure we have access to any premises where the Equipment is located and produce it for our inspection; for testing; or so that we may exercise our rights in relation to it, at any time we request you to do so. We will give you reasonable prior notice unless we consider we must act quickly in order to protect our interests in the Equipment.
- 10.3 You must notify us immediately following any loss or damage to the Equipment.
- 10.4 You must not assign this Agreement or any of your rights under it without our prior written consent and any purported assignment without such consent will be invalid and of no effect.
- 10.5 You must provide us with copies of your financial statements and other information reasonably requested by us during the Term.
- 10.6 You indemnify us on demand: (a) against any claims and any costs arising in connection with the use, operation or your possession of the Equipment and (b) against any claims, costs, losses or damage we suffer or incur in connection with your breach of this Agreement or this Agreement being terminated before the end of the Term.
11. **IMPLIED WARRANTIES AND LIMITATION OF LIABILITY**
- 11.1 To the full extent permitted by law all express and implied terms, conditions and warranties (other than any set out in this Agreement) are excluded. We are not liable for any damage, injury or loss to any person or property arising out of the possession, operation or use of the Equipment. Whether or not Schedule 2 of the Competition and Consumer Law 2010 (Cth) or any law of similar effect applies, our liability for anything related to the Equipment and its use including damage or economic and consequential loss is limited to the maximum extent permitted by law. In any event our liability is limited to either: (a) the replacement or the cost of the replacement of the relevant Equipment; or (b) the repair or the cost of repair of the relevant Equipment, at our option.
- 11.2 Except as provided in clause 11.1 we will not be liable to you or any person claiming under you in contract, tort or otherwise for or in respect of any direct, indirect, or consequential loss, damage, expense or injury suffered by you or any other person arising in connection with this Agreement, its performance, any delay in its performance or non performance due to our negligence or default or any error (whether negligent or not) in information supplied to you either before or after the date of this Agreement in connection with it or the Equipment.
12. **DEFAULT EVENTS**
- 12.1 A Default Event occurs if (a) You fail to pay any one or more Rental Instalments in whole or in part and also fail to comply with any subsequent notice by us requiring payment to be made (b) You fail to pay any one or more Rental Instalments under clause 5 in whole or in part and also fail to comply with any subsequent undertaking (written or oral) given by you to us in respect of that default, (c) You default in complying with any of your obligations in clause 7 (Insurance) (d) You purport to assign or in any way deal with the Equipment or any of your rights under this Agreement, (e) the Equipment is lost or destroyed or we form the opinion that the Equipment is so damaged as to make its repair uneconomical, (f) You default in complying with any other obligation under this Agreement and that default is not remedied within 14 days of us giving you notice of the default; (g) You are a corporation and action is taken by you or another person on the basis that you are insolvent; (h) You are an individual and you die or become incapable of managing your own affairs by reason of mental illness or other condition, (i) You are a partnership and that partnership is dissolved or application is made to a court for its dissolution, (j) the holder of any security given at any time over any of your assets becomes entitled to exercise any powers arising on default pursuant to that security or otherwise takes action to enforce the security, (k) an event described in (g) to (j) occurs in relation to any guarantor of your obligations under this Agreement or the guarantor if an individual becomes or becomes liable to be declared a bankrupt, (l) any warranty given by you in relation to this Agreement is false, or (m) due to a change in any Controlling Person we have at our discretion determined that there has been a change in the credit risk associated with this Agreement from that assessed before the Agreement was entered into and no agreement is made with you as to a change to the terms of this Agreement satisfactory to us.
13. **OUR RIGHTS UPON A DEFAULT EVENT**
- 13.1 If a Default Event occurs, you will be deemed to have repudiated this Agreement. We will then be entitled to terminate this Agreement by written notice to you or if we consider that the Equipment or our rights upon termination may be adversely affected if we do not immediately take possession of the Equipment we may terminate this Agreement by taking or attempting to take possession of the Equipment without giving you written notice in advance of termination.
- 13.2 Upon termination under clause 13.1 you are immediately liable to pay us, without need or prior demand and both by way of liquidated damages arising from the Default Event and from early termination of this Agreement the Recoverable Amount together with any other amounts payable under this Agreement.
- 13.3 If we terminate this Agreement following a Default Event described in clause 12.1(e) loss and destruction the amount payable under clause 13.2 will be the Recoverable Amount plus as compensation for the loss of the Equipment the Market Value which the Equipment would have had if it had not been lost, destroyed or so damaged, assuming that it was in excellent condition for its age prior to that event.
14. **OBLIGATIONS AT THE END OF HIRING**
- 14.1 At the end of this Agreement (howsoever that occurs) we are entitled to possession of the Equipment and you must immediately return the Equipment to the place specified by us and do all things necessary to transfer to us any registration, license or certificate in connection with the Equipment including paying all fees costs or duties connected with doing so.
- 14.2 If the Equipment is not returned to us at the end of this Agreement (with or without our consent) you must pay us by way of rental or as damages for your failure to return the Equipment an amount equal to one day's proportion of the Rental Instalment for each day until the Equipment is returned to us.
- 14.3 If you do not return the Equipment to us when you are due to do so and we are not able to recover possession of it within a reasonable time we may, without prior notice to you, declare it to be lost and you must pay us compensation for this loss calculated as at the date of such declaration in accordance with clause 13.3.
- 14.4 At the end of this Agreement (howsoever that occurs) if any software forms part of the Equipment or was included in this Agreement you assign or license to us, so far as you can all of your rights in the software with power for us to assign or license such rights to others.
15. **VALUE OF GOODS ON TERMINATION**
- 15.1 When the Equipment is returned to our possession upon any termination (whether early or not) you must pay the amount we notify you as being: (a) the difference between the Market Value of the Equipment and the Market Value of other Equipment of the same type which is in good condition for a similar age; or (b) at our choice, and provided this is less than the amount which would be payable under (a), the cost of repairing the Equipment to such a condition.
- 15.2 Upon early termination under clause 13.1 we will credit you with any amount by which the net proceeds of any sale of the Equipment (after deduction of all costs and expenses of sale including storage) exceed the amount which we have provided for in our records as the value of the Equipment at the expiration of the Term but after that value has been rebated by application of the Rebate Rate over the period between the date of the termination and the date when the Term would have expired.
16. **COMMISSIONS**
- 16.1 You agree that we may pay a commission, fee or other remuneration to any broker, agent, dealer or other person who introduces you to us or us to you.
17. **APPROPRIATION OF PAYMENTS**
- 17.1 We may apply any money received from you or from anyone else on your behalf, to any money owing by you to us whether in connection with this Agreement or otherwise, and we may disregard any directions you give us as to how that money is to be applied.
18. **AGENCY AND TRUST**
- 18.1 We may enter into this Agreement as agent for another person (whether disclosed or not) and such other person may have, or may acquire title to, or property or an interest in the Equipment or our rights under this Agreement.
- 18.2 If you enter into this Agreement as the trustee of any trust you acknowledge, agree and represent that this Agreement binds you both personally and also in your capacity as trustee, that you have power and authority under the trust to enter into this Agreement, that you have the right to be fully indemnified out of the trust property (ahead of the beneficiaries) for all liabilities you incur under

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- this Agreement and you will notify us immediately upon becoming aware that you are to be or have been replaced as the trustee.
19. CERTIFICATES AND NOTICES
- 19.1 Any notice required to be served under this Agreement will be deemed to have been properly served if left at or sent by prepaid post to the last known address, or sent by facsimile to the last notified facsimile number of the addressee.
- 19.2 Any notice sent by pre paid post will be taken to have been received three (3) days after the date of posting and any facsimile will be taken to have been received when the transmitting machine records that a successful transmission has been made.
- 19.3 You must advise us in writing as soon as practicable if you change your address, phone number or facsimile number.
20. POWERS YOU GIVE US
- 20.1 You give us and our employees authority to do, without notice to you, anything considered by us to be necessary to give effect to this Agreement including the completion or correction of any details in the Schedule or the doing of anything you should have done under this Agreement and anything we consider to be desirable to protect our rights under this Agreement.
- 20.2 Our rights under clause 20.1 include but are not limited to all rights necessary and full power to sue for and recover any claims for loss or damage to the Equipment under any insurance or otherwise, to compromise any such claim in your name or in the names of You and Us and to give effective releases and receipts in respect of any such claim.
- 20.3 You indemnify us against any loss, damage, costs or claims suffered or incurred by us arising out of actions authorised under this clause 20.
21. PERSONAL PROPERTY AND SECURITIES ACT (PPSA)
- 21.1 In this Agreement unless the context requires otherwise, the terms used in this clause have the meanings given to them in the PPSA.
- 21.2 We may take all such steps as we consider appropriate to register, protect and perfect our position in respect of this Agreement under the PPS Law including the registration of one or more financing statements.
- 21.3 You acknowledge that we may register one or more financing statements in relation to our Security Interests under this Agreement.
- 21.4 You waive your rights to receive notice of any verification statement relating to the registration of a financing statement or any financing change statement to the extent permitted under the PPSA.
- 21.5 We may by notice to you at any time, require you to do any of the following things:
- (a) take all steps, and sign all necessary documents to perfect, protect, record or better secure our Security Interest;
 - (b) reimburse us for our costs incurred in attending to registration of our Security Interest under the PPS Law; and
 - (c) ensure that this Agreement and any Security Interest is enforceable by us against you or any third party.
- 21.6 If permitted by the PPSA, you waive your right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of such financing statement or any related financing change statement.
- 21.7 You agree that we are not required to give you any notices or provide copies of any documents required to be given under the PPSA and you consent and agree to waive any rights: (a) to receive such notices or documents (including but not limited to, sections 95, 118, 121 (4), 125, 127, 129, 130, 132, 134(2), 135, 136(3), (4) and (5), 138 (b) (4), 142 and 143 of the PPS Act); (b) to receive a statement of account under section 132(4) of the PPSA; or (c) to receive details of the amounts paid to other secured parties in a statement of account under section 132(1) of the PPSA and have no rights by reference to or under sections 125, 142, and 143 of the PPS Act, unless the right or requirement to provide a notice or document cannot be excluded by law.
- 21.8 You and we agree not to disclose information of the kind set out in section 275 (1) of the PPSA, except in the circumstances required by sections 275 (7) (b) to (e). You agree you will not authorise the disclosure of information under section 275 (7) (c) or request information under section 275 (7) (d) without our prior written approval. However nothing in this Agreement prevents a disclosure by us that is required to comply with our other obligations under the PPSA and to the extent permitted by the PPSA nothing prevents us from making such disclosures in response to a request made by a party who is not an interested person under section 275 (9) of the PPSA.
22. GENERAL PROVISIONS
- 22.1 No delay, or the granting of any time or other indulgence by us will affect our rights to enforce your obligations or to exercise any of our rights under this Agreement.
- 22.2 No waiver of our rights may be implied from anything done or omitted to be done by us. Any express waiver by us of any right will not be deemed to extend to any continuing or recurring default by you of your obligations.
- 22.3 Every provision of this Agreement is independent of every other provision. Any provision that is prohibited or unenforceable in any jurisdiction is to the extent of the prohibition or unenforceability, deemed removed without invalidating so far as possible the remainder of the provisions.
23. APPLICABLE LAW
- 23.1 This Agreement is governed by the laws of the state of New South Wales and the parties submit to the jurisdiction of the courts of that State.
24. GUARANTEE AND INDEMNITY
- 24.1 Clause 19 (Certificates and Notices), clause 23 (General Provisions), clause 24 (Applicable Law) and clause 25 (Meaning of Words and Interpretation) apply to the provisions of this Guarantee and Indemnity duly modified where required.
- 24.2 The Guarantor unconditionally and irrevocably guarantees to us the due and punctual payment of all money that is or may become owing or payable by the Customer under this Agreement and the punctual performance of all of the Customer's obligations under this Agreement, in each case including any variation of the payment or other terms of this Agreement as provided for in it or as otherwise agreed from time to time by us and the Customer (with or without the Guarantor's consent).
- 24.3 The Guarantor indemnifies and will keep us wholly indemnified against any loss, cost, damage, charge, expense or any other liability directly or indirectly incurred by us in any way arising from or in connection with (a) any actual or attempted breach or default by the Customer of any of its obligations under this Agreement, or (b) any inability by us to enforce this Agreement against the Customer for any reason, including that this Agreement is or any part of it may be void, voidable or declared unenforceable.
- 24.4 Each of the indemnities in clause 24.3 is separate and distinct from the other and from the guarantee under clause 24.1 and must not be construed or otherwise read down or limited in its effect or otherwise varied by virtue of its inclusion in the same document as the guarantee, or by virtue of any of the other undertakings given by the Guarantor.
- 24.5 The Guarantor must pay any money due to us under this Guarantee and Indemnity on demand.
- 24.6 The Guarantor's obligations and our rights and remedies against the Guarantor will continue until all Guaranteed Money has been paid and discharged in full and this Guarantee and Indemnity has been released and will not in any way be affected by (a) any release or variation of any obligations under this Agreement at any time, (b) any grant of time, concession, indulgence, waiver, compromise, abandonment or transfer (whether with or without consideration) of (i) any right of any person under this Guarantee and Indemnity or any obligations under this Agreement, (ii) any other of our rights against the Customer, the Guarantor or any other person, (c) any acquiescence, delay, act or omission, neglect or mistake on our part or by any other person to enforce the Agreement or this Guarantee and Indemnity, (d) the Customer, the Guarantor or any other person becoming bankrupt, insolvent, placed under administration or in liquidation or dying, or being dissolved or deregistered or otherwise ceasing to exist whether or not we assent to this or receive or accept any dividend from any trustee, administrator or liquidator, (e) any incapacity or change in the legal capacity of the Customer or any other Guarantor, including any change in the membership of any firm (whether or not this involves dissolving an existing partnership and forming another) which is the Customer or the Guarantor or of which the Customer or Guarantor is a member; (f) any amounts guaranteed by this Guarantee and Indemnity being or becoming irrecoverable against any person for any reason, (g) any provision of this Agreement or the Guarantee and Indemnity being or becoming void, voidable or unenforceable against any person; (h) any assignment or transfer of any rights in respect of this Agreement or the Guarantee and Indemnity by us, the Customer, the Guarantor or any assignee of them or any other person, (i) any judgement or order being made against any person, (j) the amount of the Guaranteed Money increasing or being reduced to nil or otherwise varied, (k) the failure to give notice to or the lack of consent of the Guarantor before or after the happening of any acts or events referred to in this clause or (l) any other act, omission or default by any person or any other matter or thing which, but for this clause, might discharge, reduce, abrogate, prejudice or otherwise affect the liability of the Customer or the Guarantor.
- 24.7 The Guarantor's obligations are continuing obligations under this Guarantee and Indemnity and are unconditional and irrevocable, remaining in full force and effect until the whole of the Guaranteed Money has been paid or satisfied and this Guarantee and Indemnity is released.
- 24.8 Subject to clause 24.9 if after all Guaranteed Money has been paid to us the Guarantor requests it in writing, we will release this Guarantee and Indemnity at the Guarantor's cost, seven months after the date of payment.
- 24.9 Notwithstanding any release given under clause 24.8 the release will be ineffective and our rights under this Guarantee and Indemnity will not be prejudiced or affected if: (a) any amount paid or any assurances, security or other benefit given to us must be repaid or is revoked or avoided for any reason (including under any laws relating to bankruptcy, insolvency or any legal limitation, disability or incapacity of or affecting any person) or (b) anyone claims that an amount paid or any assurances, security or other benefit given to us must be repaid, revoked or avoided for any such reason, and in either event (i) the liabilities of the Guarantor under this Guarantee and Indemnity will be the same as if the release had not occurred, (ii) the Guarantor must do all things requested by us to confirm our rights under this Guarantee and Indemnity and (iii) the Guarantor must pay to us on demand all costs, charges and expenses incurred by us in connection with the matters referred to in this clause.
- 24.10 This Guarantee and Indemnity: (a) is and remains a principal obligation and (b) may be enforced against the Guarantor without us first having taken proceedings against the Customer or any other guarantor to recover the Guaranteed Money. The Guarantor hereby charges in our favour all interests in any land which each Guarantor now owns or of which it becomes owner.
- 24.11 This Guarantee and Indemnity is in addition to and does not affect or merge with any other of our rights under any other guarantee, indemnity or security held at any time by us.
- 24.12 The Guarantor is not entitled to: (a) claim or seek the benefit of or require the transfer of the benefit of any guarantee and indemnity or security held by us at any time, or to (b) recover from the Customer any amount paid to us by or on behalf of the Guarantor unless and until all money owed by the Customer to us (whether or not guaranteed) has been fully paid and satisfied.

25. MEANING OF WORDS AND INTERPRETATION
- 25.1 Words used in these terms have the meaning given below:
- Acceptance Date** means the date your offer is accepted by us in accordance with clause 1.2
- Commencement Date** means the Commencement Date set out in the Schedule or if that is blank the Acceptance Date.
- Controlling Person** means any person or persons who directly or indirectly and either alone or together with other persons, may control you, including without limitation the capacity to determine the outcome of decisions about your financial and operating policies but does not include the directors of a publicly listed company.
- Default Event** means an event described in clause 12.
- Default Rate** means the 90 day bank bill rate published by Westpac its successors or assigns from time to time plus 5% per annum calculated on the outstanding amount at such intervals as we determine capitalised annually.
- Equipment** means each and every item of equipment specified in the Schedule and includes any part of them together with all spare parts, software, enhancements and updates which may be incorporated in the Equipment during the currency of this Agreement.
- Guarantee and Indemnity** means the Guarantee and Indemnity contained in clause 24.
- Guaranteed Money** means and includes all and any money that is or may become payable by the Customer, the Guarantor or any other person in connection with this Agreement or the Guarantee and Indemnity.
- Guarantor** means any Guarantor or Guarantors named in this Agreement as a guarantor.
- Insurance** means any insurance policy or cover required to be obtained by you under clause 7.
- Insolvent** means bankrupt, in receivership, in receivership and management, in liquidation or provisional liquidation, under administration, wound up or subject to any arrangement, assignment or composition, or protected from creditors under any statute or unable to pay your debts as and when they fall due or if an event of default (however defined) occurs under any other financing arrangement whether by way of, loan, lease, hiring agreement, or other financing arrangement to which you are a party, or you repudiate such financing arrangement.
- Market Value** means the value of the Equipment as determined by a person nominated by us as being experienced in the valuation of equipment of a type similar to the Equipment.
- Rebate Rate** means the rate that when applied to a future Rental Instalment or the value of the Equipment will ensure that we will receive the same rate of pre-tax return after that discounting that we would have received from this Agreement if all Rental Instalments and other payments had been paid on their respective due dates and we received the Equipment back in its required condition on the last day of the Term or the Extension Term (as applicable).
- Recoverable Amount** means the total of the following: (a) the sum of any Rental Instalments due but unpaid as at the date of termination and (b) the sum of the Rental Instalments which would but for the termination have become owing for the balance of the Term of this Agreement (after the deduction of stamp duty and GST where applicable) discounted by the Rebate Rate (c) any other amount due but unpaid under this Agreement (d) any additional loss (including any loss of profit, cost or expense as determined by us which we incur in breaking or varying any arrangement we made in order to fund the Equipment for the Term, and (e) any amount payable by us under clause 5.7 or 5.8
- Rent and Rental Instalment** means the Rental Instalments set out in the Schedule.
- We and Us or we and us** means Forum Finance Pty Ltd and includes our agents and other authorised representatives.
- You and Your or you and your** means the person named as Customer in the Schedule and each and every one of them jointly and severally.
- 25.2 In the interpretation of this Agreement (a) the singular includes the plural and vice versa, any gender includes the other genders and a person includes an individual, body corporate, partnership or governmental corporation or authority, and (b) any warranty, obligation or right which binds or benefits (2) two or more persons under this Agreement binds or benefits those persons jointly and severally.

Want to know more?
Let's Talk

p. 1300 036 786
e. info@forumgroup.com.au
w. forumgroup.com.au

Sydney:
Unit 20, 39 Herbert St, St Leonards NSW 2065
Melbourne:
5/10 Duerdin Street, Clayton VIC 3168
Brisbane:
26 Edmondstone Rd, Bowen Hills QLD 4006
Gold Coast:
Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217
Perth:
Suite 1, 28 Belmont Avenue, Belmont WA 6104

MODEL	QTY	SERIAL NUMBER	LOCATION
KMC308COM2	1	A7P5Y041000352	8 PURVIS LANE DUBBO 2830
KMC308COM2	1	A7P5Y041000353	1 CRESCENT STREET HOLROYD 2142
KMC308COM2	1	A7P5Y041000354	128-136 GREAT WESTERN HWY, SOUTH GUILDFORD WA 6055
KMC308COM2	1	A7P5Y041000355	1 WESTRAC DRIVE, TOMAGO NSW 2322
KMC308COM2	1	A7P5Y041000360	51-59 HUME STREET, TAMINDA NSW 2340
KMC554COM2	1	A5EY0410018321	8 PURVIS LANE DUBBO 2830
KMC554COM2	1	A5EY0410018325	1 CRESCENT STREET HOLROYD 2142
KMC554COM2	1	A5EY0410018330	128-136 GREAT WESTERN HWY, SOUTH GUILDFORD WA 6055
KMC554COM2	1	A5EY0410018333	1 WESTRAC DRIVE, TOMAGO NSW 2322
KMC554COM2	1	A5EY0410018340	51-59 HUME STREET, TAMINDA NSW 2340
KMC654ECOM2	1	A2X1047002472	8 PURVIS LANE DUBBO 2830
KMC654ECOM2	1	A2X1047002521	1 CRESCENT STREET HOLROYD 2142
KMC654ECOM2	1	A2X1047002522	1 CRESCENT STREET HOLROYD 2142
KMC654ECOM2	1	A2X1047002525	128-136 GREAT WESTERN HWY, SOUTH GUILDFORD WA 6055
KMC654ECOM2	1	A2X1047002527	1 WESTRAC DRIVE, TOMAGO NSW 2322
KMC654ECOM2	1	A2X1047002530	1 WESTRAC DRIVE, TOMAGO NSW 2322
KMC654ECOM2	1	A2X1047002532	51-59 HUME STREET, TAMINDA NSW 2340
KMC654ECOM2	1	A2X1047002533	51-59 HUME STREET, TAMINDA NSW 2340
KMC654ECOM2	1	A2X1047002538	78 SHEPPARD STREET HUME 2620
KMC654ECOM2	1	A2X1047002541	1 CRESCENT STREET HOLROYD 2142

Customer's Signature

Signed for and on behalf of: Westrac Pty Ltd
 ABN: 63 009 342 572

16/02/2016

Renters Signature: *Jerema*

Witness Signature: *Matthew*

Name: JACQUES CROOME

Witness Name: MATHEW FREDERICKSON

p. 1300 036 786
 e. Info@forumgroup.com.au
 w. forumgroup.com.au

Sydney.
 Unit 20, 39 Herbert St, St Leonards NSW 2065
Melbourne.
 5/10 Duerdin Street, Clayton VIC 3168
Brisbane
 26 Edmondstone Rd, Bowen Hills QLD 4006

Gold Coast.
 Level 2, 46 Cavill Avenue, Surfers Paradise QLD 4217
Perth.
 Suite 1, 28 Belmont Avenue, Belmont WA 6104



People & Technology, Together.
 ABN: 25 153 334 997

Forum Finance Pty Ltd
 PO Box 146, St Leonards NSW 1590
 Tel: 02 9002 4000
 E: accounts@forumgroup.com.au

Date: 22-Feb-16
 Invoice #: 234274

Tax Invoice

Invoice To:
 Northern Managed Finance Pty Ltd
 Level 3, 220 George St
 Sydney, NSW 1225

Deliver To:
 Westrac Pty Ltd
 128-136 Great Eastern Highway
 South Guildford WA 6055

New Equipment:

Qty	Item #	Description	Serial	Unit Cost
1	KMC308complete2	Colour A3 MFP C/P/F/S	A7P5Y041000352	\$ 32,000.00
1	KMC308complete2	Colour A3 MFP C/P/F/S	A7P5Y041000353	\$ 32,000.00
1	KMC308complete2	Colour A3 MFP C/P/F/S	A7P5Y041000354	\$ 32,000.00
1	KMC308complete2	Colour A3 MFP C/P/F/S	A7P5Y041000355	\$ 32,000.00
1	KMC308complete2	Colour A3 MFP C/P/F/S	A7P5Y041000360	\$ 32,000.00
1	KMC554complete2	Colour A3 MFP C/P/F/S	A5EY0410018321	\$ 54,200.00
1	KMC554complete2	Colour A3 MFP C/P/F/S	A5EY0410018325	\$ 54,200.00
1	KMC554complete2	Colour A3 MFP C/P/F/S	A5EY0410018330	\$ 54,200.00
1	KMC554complete2	Colour A3 MFP C/P/F/S	A5EY0410018333	\$ 54,200.00
1	KMC554complete2	Colour A3 MFP C/P/F/S	A5EY0410018340	\$ 54,200.00
1	KMC654complete2	Colour A3 MFP C/P/F/S	A2X1047002472	\$ 59,740.00
1	KMC654complete2	Colour A3 MFP C/P/F/S	A2X1047002521	\$ 59,740.00
1	KMC654complete2	Colour A3 MFP C/P/F/S	A2X1047002522	\$ 59,740.00
1	KMC654complete2	Colour A3 MFP C/P/F/S	A2X1047002525	\$ 59,740.00
1	KMC654complete2	Colour A3 MFP C/P/F/S	A2X1047002527	\$ 59,740.00
1	KMC654complete2	Colour A3 MFP C/P/F/S	A2X1047002530	\$ 59,740.00
1	KMC654complete2	Colour A3 MFP C/P/F/S	A2X1047002532	\$ 59,740.00
1	KMC654complete3	Colour A3 MFP C/P/F/S	A2X1047002533	\$ 59,740.00
1	KMC654complete4	Colour A3 MFP C/P/F/S	A2X1047002538	\$ 59,740.00
1	KMC654complete2	Colour A3 MFP C/P/F/S	A2X1047002541	\$ 59,740.00

Subtotal	\$	1,028,400.00
GST	\$	102,840.00
TOTAL	\$	1,131,240.00

Account Name: Forum Group Pty
 11d
 BSB: 082 080
 Account: 121782734

22-Feb-16
 234274
 29-Feb-16
\$ 1,131,240.00

Schedule Rental Agreement No.: _____ Commencement Date: _____

Renter Details

Name of: **WESTRAC PTY LTD**
 Renter in full:
 Address: **128-136 GREAT EASTERN HWY, SOUTH GUILDFORD** State: **WA** Postcode: **6055** ABN: **63 009 342 572**
 Contact Name: _____ Phone: _____ Fax: _____ Email: _____
 Industry Type: _____ Years Trading: _____ Insurer: _____
 Location of Equipment (if different from above): **Refer to Annexure**

Equipment Description

Qty	Model	Description	Serial No
		Refer to Annexure "A"	

Rental Payments

<p>Rental Payment</p> <p>Fixed payment (for each Period) comprising of:</p> <ul style="list-style-type: none"> Payment of (inc Stamp Duty) \$ 28,175.00 Plus GST \$ 2,817.50 <p>Rental Payment (total for each Period): \$ 30,992.50</p>	<p>Term</p> <p>Term: 48 Periods from the first Payment Date</p> <p>Period: Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/></p> <p>In Advance <input checked="" type="checkbox"/> In Arrears <input type="checkbox"/></p>
--	---

Details of Director / Partner / Individual / Guarantor

<p>Name in Full: _____</p> <p>Address: _____</p> <p>State: _____ Postcode: _____ Date of Birth: _____</p> <p>Drivers Licence No: _____ Expiry Date: _____</p> <p>Home Owner: _____ Value: _____ Mortgage: _____</p>	<p>Name in Full: _____</p> <p>Address: _____</p> <p>State: _____ Postcode: _____ Date of Birth: _____</p> <p>Drivers Licence No: _____ Expiry Date: _____</p> <p>Home Owner: _____ Value: _____ Mortgage: _____</p>
---	---

Business Purpose Declaration

I/We declare that the Equipment to be hired by me/us from the lessor are to be hired wholly or predominantly for business purposes.
IMPORTANT: You should only sign this declaration if the Equipment is hired wholly or predominantly for business purposes. By signing this declaration you may lose your protection under the National Credit Code.

Signatures

Renter Signature

By signing this Agreement, you are bound to this Agreement, including this Schedule and the Terms of Rental attached to this.

Name: JARVAS CROOME	Title: CEO	Signature: <i>Jarvas Croome</i>	Date: 20/4/18
Name: Xavier Coetzee	Title: General Manager Procurement	Signature: <i>Xavier Coetzee</i>	Date: 20/4/18
Witness Name: Matthew Frederickson	Title: GM WA	Witness Signature: <i>M. Frederickson</i>	Date: 20/4/18

Guarantee & Indemnity

By signing this Agreement, each of the following person(s) (collectively the "Guarantor") agrees to provide a guarantee and indemnity in accordance with the guarantee and indemnity provisions set out in the Terms of Rental. The Guarantor acknowledges having read and understood the Terms of Rental attached to this Schedule.

Name: _____	Title: _____	Signature: _____	Date: _____
Name: _____	Title: _____	Signature: _____	Date: _____
Witness Name: _____	Title: _____	Witness Signature: _____	Date: _____

Acceptance by Owner - by signing this Agreement the Owner agrees to be bound by it* (Office use only)

Name (print): _____	Authorized Signature: _____	Date: _____
Title: _____		

*The Owner may evidence its acceptance of this Agreement without signing the above through purchasing the Equipment for the purposes of this Agreement. © Copyright

Annexure "A"

This is Annexure "A" as referred to in the rental agreement between Northern Managed Finance Pty Ltd, ABN 43 125 018 582 of Level 3, 220 George Street, SYDNEY, NSW 2000

And

Company Name: WESTRAC PTY LTD

ABN: 63 009 342 572

Address: 128-136 Great Eastern HWY, Guildford, WA 6055

Dated this 9th Day of APRIL 2018

MODEL	SERIAL	ADDRESS
Konica Minolta C458COM2	A79M2J646X002	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C458COM2	A79M2J646X011	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C458COM2	A79M2J646X020	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C458COM2	A79M2J646X029	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C458COM2	A79M2J646X038	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C458COM2	A79M2J646X047	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C458COM2	A79M2J646X056	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C458COM2	A79M2J646X065	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C458COM2	A79M2J646X074	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C458COM2	A79M2J646X083	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C458COM2	A79M2J646X092	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C458COM2	A79M2J646X101	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C658COM2	A79J040V78C91	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C658COM2	A79J040V74000	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V78C92	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V74001	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V78C93	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V74002	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V78C94	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V74003	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V78C95	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V74004	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V78C96	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V74005	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055
Konica Minolta C658COM2	A79J040V78C97	1 WESTRAC DRV, TOMAGO 2322
Konica Minolta C658COM2	A79J040V74006	1 WESTRAC DRV, TOMAGO 2322

Renters Signature: *Jarvas Croome*

Witness Signature: *Xavier Coetsee*

Name: JARVAS CROOME

Witness Name: Xavier Coetsee



Privacy – Acknowledgement and Consent

Privacy Act 1988 (Cth) and all related rules and regulations ("the Act")
To: Northern Managed Finance Pty Ltd ABN 43 125 018 582 and any disclosed or undisclosed principal on whose behalf it may act as agent ("You" or "Your")

I acknowledge that the information and notifications below are provided on Your behalf. You may collect, hold, use and disclose personal information about me (including information required to comply with Anti-Money Laundering and Counter-Terrorism Financing Act 2006, rules and other subordinate instruments, the National Consumer Credit Protection Act 2009 and the Personal Property Securities Act 2009) to enable You to: assess my personal and/or commercial credit worthiness; process my application; provide, administer and manage the products and services provided to me; audit and evaluate those products and services; notify a credit reporting body or other credit providers of my payment history or any default by me; model and test data; communicate with me; improve and develop products and services; conduct credit scoring, securitisation, research, risk management and portfolio analysis; provide and administer any related rewards program and deal with any complaints or enquiries. I acknowledge that if I fail to provide complete information or information that is inaccurate, You may not be able to process or accept the application and transactions may be delayed, blocked or refused.

Authority for You to obtain certain credit information: I authorise You, Your agents and third parties who referred me to You to seek, obtain and use, credit reporting information about me (including from credit reporting bodies ("CRBs")) to: assess an application by me for consumer credit or commercial credit; manage my credit and related funding arrangements; assess an application by me to be a guarantor in relation to credit; review my credit on a periodic basis as though assessing a new application; collect overdue payments; and create assessments and ratings of my credit worthiness.

Authority to exchange information with credit reporting bodies: I authorise You and Your agents to obtain credit reporting information about me from a CRB or other business that provides information about credit worthiness. The CRB may include that information in reports that it provides to other credit providers to assist them to assess my credit worthiness. You may deal with the following CRB:

Veda Advantage Information Services and Solutions Limited (ABN 26 000 602 862) ("Veda")
 Address: PO BOX 964, NORTH SYDNEY NSW 2059 · Website: www.mycreditfile.com.au
 Veda has a privacy policy which explains how it will manage credit related personal information. This is available at www.veda.com.au/privacy or by contacting Veda using the details set out above.

I have the right to contact a CRB and request that it: not use my credit reporting information for pre-screening for direct marketing offers by a credit provider; and not use or disclose my credit reporting information if I believe on reasonable grounds that I have been, or am likely to be, the victim of fraud.

I allow such an entity to create or maintain credit information about me (before, during or after the provision of credit to me). The information may include: permitted identification particulars; the fact that I have applied for credit and the amount and type of credit; the fact that You are a credit provider to me; credit limit; loan start/end dates; repayment history; 'default information' (in addition to and without limiting repayment history information), i.e. payments overdue for more than 60 days in specified circumstances; in relation to those overdue payments, advice about new payment arrangements or that those payments are no longer overdue; in specified circumstances that in Your opinion there has been a serious credit infringement (e.g. fraud); and other credit worthiness information that can be disclosed under the Privacy Act.

Authority to exchange information with other credit providers: I authorise You to give to and obtain from Your agents (as defined in the Act) and any credit providers information about my credit worthiness, credit standing, credit history or credit capacity, and to give and receive a banker's opinion for purposes connected with my creditworthiness, business, trade or profession. The information may be exchanged for, but not limited to, any of the following purposes: to assess an application by me for credit or to be a guarantor, to determine or confirm the status of my credit including any defaults; to assess my creditworthiness at any time during or after the life of a credit arrangement; to give or obtain an opinion on me; and any other purpose permitted by law.

Authority to exchange information with other third parties: You may exchange my personal information with other related companies; any suppliers or dealers of items the subject of my application; persons with whom You have white label arrangements (e.g. to sell our products under another brand); introducers, referrers and any other person associated with the lodgement of this application; funders and related service providers that assist in the processing of my application and the management of my credit; as well as with service providers including those relating to any associate rewards program and the types of service providers described in our Privacy Policy. Other authorised disclosures include to my referees, my past and present employers, my past and present landlords, my next of kin, any person acting on my behalf, (e.g. financial advisor, solicitor, broker, accountant, executor, administrator, trustee or guardian), rating agencies, insurers, entity concerned with the supply or manufacture of assets to me/applicant, valuers and debt collection agencies. You may also disclose personal information to regulatory authorities (e.g. tax authorities in Australia and overseas) in connection with their lawful information requests or to meet legal obligations in any relevant jurisdiction.

Authority to exchange sensitive information: In some cases, sensitive information may be collected for specific purposes (for example, information regarding my health to enable the assessment of a hardship relief application). The references in this Privacy Statement to personal information include sensitive information such as my medical and health related details, and I agree that You may exchange such information with other parties listed in this

Privacy Statement for the purpose of assessing or processing such applications and may seek further information from any medical attendant consulted by me.

Authority to give information to guarantors: I authorise You to give to any person who guarantees or indemnifies, or is to guarantee or indemnify, my obligations ("Guarantor") information about my credit worthiness, credit standing, credit history or credit capacity for the purpose of determining if that person wishes to act as a Guarantor and keeping the Guarantor informed of the guarantee or indemnity, and for any purposes related to the proposed or actual enforcement of the guarantee or indemnity.

Authority to obtain information about guarantors: (This section addresses additional matters relevant if I am a Guarantor) I authorise and consent to You or Your agents collecting personal information about me and obtaining both my personal and commercial credit reports from a CRB, to assess my capacity as a guarantor. If I am accepted as a guarantor You may disclose my personal information to external agents, professional advisers and service providers, for the purpose of managing the account and contacting me in relation to the guarantee or indemnity provided. I also authorise You and Your agents to provide to the person/s in respect of whom I am Guarantor personal information about my credit worthiness, credit standing, credit history or credit capacity for any purposes related to the product or any proposed or actual enforcement of the product, guarantee or indemnity. I acknowledge and agree that if You provide the product, this authority remains in force until the credit under the product is fully and finally settled and discharged.

Authority to use information for administration processes: I authorise You to use any information collected in this application and in subsequent administration processes for future applications I may wish to make for Your other products and/or services and related services, and to disclose this information to our related bodies corporate for similar use. We will only use information collected for this purpose to the extent it is permitted to do so at law.

Authority to provide information for funding purposes: I authorise You to disclose any personal information about me to another person (including without limitation, any trustee, servicer, credit enhancer, funder, ratings agency) in connection with any funding of our business or any transactions including by means of an arrangement involving securitisation.

General Privacy Matters: I acknowledge that You collect personal information through interactions with me and my agent(s) (including telephone, email or online), as well as from public sources and third parties including information brokers and service providers. Without this information, You may not be able to process my application or provide me with an appropriate level of service.

I consent and agree that: (a) You may give me notices or documents by electronic communication, including by sending the notice or document to the email address provided with my application or the last email address I have otherwise notified; (b) if a notice or document is so given, it will be taken to be given at the time when the notice or document has entered my information system; (c) where a notice or document requires acceptance of the information contained therein, such an intention can be met electronically with the utilisation of an electronic signature; (d) paper notices and documents may no longer be given to me; (e) electronic communications should be regularly checked for notices and documents; and (f) my consent to the giving of notices and documents by electronic communication may be withdrawn by me at any time.

I acknowledge that where I have provided You with personal information about someone else that I have obtained their consent to provide their personal information based on this Privacy Consent.

I acknowledge that the third parties with whom You exchange personal information whilst conducting ordinary business activities, may operate outside of Australia (this includes the United States; United Kingdom; Philippines; Malaysia; India and other countries specified in our Privacy Policy). I understand and agree that while the third parties may be subject to confidentiality or privacy obligations, in relation to personal information that is not 'credit eligibility information' (certain personal information from (or based on information from) credit reporting bodies) they may not always follow the particular requirements of Australian privacy laws.

You, Your related companies and any third parties involved in the introduction or referral of this application (including any dealers or suppliers of items the subject of my application) or with whom You have white label arrangements may exchange and use my personal information to contact me on an ongoing basis by telephone, electronic communications (like email), online and other means to offer products or services that may be of interest to me, including offers of banking, financial, advisory, investment, insurance and funds management services, and assets suited to leasing or finance (including vehicles, medical equipment, computers, office equipment, machinery and manufacturing equipment).

By ticking this box I/We do not consent to You using and disclosing my/our personal information for the purpose described immediately above. In accordance with the Privacy Act, requests for access to and correction of personal information can be made using the contact details below:

Address: Northern Managed Finance Pty Ltd
 Suite 305, 220 George Street, Sydney, NSW 2000
 Phone: (02) 9251 2700

I have the right to make a complaint to You if I consider that You have committed a breach of the Privacy Act 1988 (Cth) in relation to my personal information. By requesting a copy of Your Privacy policies and (where applicable) credit reporting policies, further information can be obtained regarding the handling of personal information, access or correction of personal information, how privacy concerns are dealt with, website privacy, the credit reporting bodies used and how to obtain free copies of Your credit reporting information from those bodies. Northern Managed Finance Pty Ltd (Privacy Officer) can be contacted on (02) 9251 2700.

Name and signature of individual(s) giving his/her consent as applicant or guarantor:

Name:	
Signature	Date:
Name:	
Signature	Date:

Terms of Rental

1. Your Acknowledgments You acknowledge and agree: (a) you have satisfied yourself as to the Equipment's condition and suitability for your purposes; (b) you will, at your own cost, obtain delivery of the Equipment and we will not be liable for any delay in that delivery (except to the extent directly caused or contributed by our fraud, gross negligence or wilful misconduct); (c) under the ASIC Act, the ACL or another law to a similar effect, you may have the benefit of statutory warranties, guarantees, linked credit provider liability and other rights in respect of the Equipment that we cannot contract out of. Apart from these, and to the full extent permitted by the ASIC Act, the ACL and other applicable laws: (i) all express and implied terms, guarantees, conditions and warranties (other than the ones set out in this Agreement) are excluded; (ii) we make no representation or warranty as to the condition, specifications, quality, fitness for purpose, suitability or safety of the Equipment or as to the taxation treatment or accounting classification of any transaction evidenced by this Agreement; and (iii) we are not liable for any damage, injury or loss to any person or property arising from the possession, operation or use of the Equipment (except to the extent directly caused or contributed by our fraud, gross negligence or wilful misconduct); (d) whether or not the ASIC Act, the ACL or any law to a similar effect applies, our liability for anything in relation to the Equipment or its use, including damage or economic loss to anyone, is limited to the maximum extent permitted by law. In any event, our liability is limited, at our option: (i) in the case of Equipment, to the replacement of the Equipment (or the supply of equivalent Equipment), the repair of the Equipment, the payment of the cost of replacing the Equipment (or of acquiring equivalent Equipment) or the payment of the cost of having the Equipment repaired; or (ii) in the case of services, to the supplying of the services again or the payment of the cost of having the services supplied again; and (e) in no event will we be liable for any indirect, consequential or economic loss or damage arising under or in connection with this Agreement (except to the extent directly caused or contributed to by our fraud, gross negligence or wilful misconduct). For the avoidance of doubt, nothing in this Agreement is intended to exclude, restrict or modify any rights or remedies which you may have under the ASIC Act, the ACL or any other applicable law which cannot be excluded, restricted or modified.

2. Payment Obligations 2.1 You must make any payments under this Agreement by way of direct debit or in such other manner as we may from time to time direct in writing (acting reasonably). 2.2 You must pay us the Rental Payments referred to in the Schedule at the times referred to in the Schedule. If the Commencement Date occurs after the Acceptance Date (or the date we pay for the Equipment if that is later than the Acceptance Date), then you also agree to rent the Equipment from us during the period from the Acceptance Date to the Commencement Date (the "Interim Period") and to pay to us promptly on demand an additional amount equal to the Rental Payment for the first Period multiplied by the number of days in the Interim Period and divided by the number of days in that Period. Payment of this additional amount does not alter your liability to pay the Rental Payments described in the Schedule throughout the Term. 2.3 You must pay or bear and indemnify us against all stamp duties, taxes (other than income tax), other duties, fees and fiscal imposts payable on or in respect of this Agreement, any monies payable under this Agreement, or our purchase or sale of the Equipment and any other transaction evidenced by this Agreement. Should the amount actually payable to the relevant authority for any such duties, taxes, fees or imposts differ from the amount (if any) disclosed in the Schedule, you must pay to us the amount of the deficiency promptly on demand. 2.4 You must pay or reimburse us on demand for the amount of any GST payable on any supply made by us under or in connection with this Agreement (including, without limitation, any GST payable in connection with any Early Termination Amount). You must also pay or reimburse us on demand for the amount of any GST payable by us on the acquisition of the Equipment (to the extent that we are unable to claim an input tax credit in respect of such GST). 2.5 You must pay to us any fees or charges reasonably incurred by us that we may reasonably request: (a) to recover any transaction fees or costs reasonably incurred by us, including, but not limited to, any costs incurred in seeking to recover any payments owed by you to us; (b) for the provision of information requested by you; (c) for acting on any assignment or variation of this Agreement requested by you; (d) as a result of you not paying us in the way we require under clause 2.1; (e) to recover registration, account maintenance and update fees; or (f) to recover any losses arising from and any costs incurred in connection with any action taken by us under or in relation to the PPSA, including any registration, or any response to an amendment demand or a request under section 275 of the PPSA, or any search of the PPS Register, and you authorise us to debit your account for these fees at the time charged. 2.6 Subject to clause 2.1, all payments by you must be paid promptly on demand or as provided for in the Schedule in funds that are immediately available to us. If a date for payment: (a) is not a Business Day, the payment must be made on the preceding Business Day; or (b) falls on a day not contained in a month, the payment must be made on the last day of that month. 2.7 Without limiting clause 2.3, you must pay for all registration fees, compulsory third party insurance and purchase stamp duty in relation to the Equipment and consent to us making payment on your behalf. 2.8 Your obligation to pay the Rental Payments is absolute and unconditional and (without limitation) will continue even if the Equipment breaks down, are defective, damaged, lost, stolen or destroyed (other than as a result solely of our own fraud, gross negligence or wilful misconduct) and you agree not to exercise or seek to exercise any right or claim to withhold payment or claim any deduction or set-off.

3. Use & Care Of The Equipment 3.1 You: (a) must ensure that the Equipment is used only in your general business operations and only for the purposes for which it was designed, by qualified personnel complying at all times with all laws relating to the Equipment and its use and with all instructions and recommendations issued by the supplier or manufacturer of the Equipment and, if the law requires the Equipment to be registered, you must attend to this and ensure they remain registered at all times; (b) must at your own cost ensure the Equipment is maintained by qualified personnel in accordance with all instructions and recommendations issued by the supplier or manufacturer of the Equipment and, if necessary, repaired by qualified personnel, so it remains at all times in good working order and condition and subject to any applicable warranty; (c) irrevocably authorise, and must use your best endeavours to have others authorise, us to enter upon any premises during reasonable times and upon reasonable notice (but at any time after the occurrence of an event referred to in clause 7) where we reasonably believe the Equipment is located to examine its state of repair and operation; (d) agree that any replacement of, alteration or addition to any accessories, tools or other Equipment supplied with, installed in, or attached to, the Equipment (including, without limitation, any tyres) during the Term will become our property and will be considered part of the Equipment for the purposes of this Agreement. You must ensure that they are free of any Security Interests (other than PPS Security Interests in our favour) before they are installed on or attached to the Equipment; (e) must not permit any Equipment: (i) to become a fixture or an accession to; or (ii) to be manufactured, processed, assembled or commingled with, anything that we do not own or is not subject to a perfected PPS Security Interest in favour of us, and even then only if the priority of that PPS Security Interest is no less favourable than the priority of our PPS Security Interest in those Equipment. If the normal use of the Equipment may require it to become a fixture or an accession then you may request our consent which will not be unreasonably withheld, subject to any conditions reasonably necessary to protect our interest as a secured party under our PPS Security Interest in the Equipment. (f) agree to notify in advance any person who is to repair or maintain the Equipment that you have no authority to pledge our credit or create a Security Interest or right in, or over, the Equipment to or in favour of any person other than us; (g) must not sell, hire, dispose, sublet, or part with possession of, or create or permit to written consent; and subsist any Security Interest that is not in our favour in, the Equipment or any interest in the Equipment, or agree or attempt to do so or authorise any person to do so, without our prior written consent; and (h) must promptly provide us access to the Equipment at reasonable times and on reasonable notice to enable us to affix identifying plates or marks on the Equipment, and you must not place, or allow to be placed, on any Equipment any plates, words, markings or numbers that are inconsistent with our PPS Security Interest in the Equipment. If we reasonably ask, you must affix to the Equipment a readily visible plate or sign that brings the existence of our PPS Security Interest in the Equipment to the attention of other persons and states that a disposal of the Equipment or the granting of a Security Interest over the Equipment which is not otherwise permitted under this Agreement will breach this Agreement. You must not remove or change, or allow any person to remove or change, that plate or sign unless we give our consent (such consent not to be unreasonably withheld). 3.2 You acknowledge, if you dispose of or otherwise deal with the Equipment or an interest in them in breach of clause 3.1(g), that we have not authorised the disposal or agreed that the dealing would extinguish our interest (including any PPS Security Interest), and that our interest (including any PPS Security Interest) continues in the Equipment or interest, despite the disposal or dealing. 3.3 For the purposes of section 20(2)(b)(i) of the PPSA, the collateral that is subject to the PPS Security under this Agreement is the Equipment.

4. Other Obligations 4.1 You must: (a) do or cause to be done anything which we consider reasonably necessary or desirable to perfect and protect any PPS Security Interest provided for by this Agreement; and (b) provide us with all information we reasonably need in order to ensure that any registration of any PPS Security Interest provided for by this Agreement is, and remains, fully effective and with the priority that we require. 4.2 You warrant that you have not had any other name in the last 5 years other than your name in this Agreement (except as notified to us) and you agree not to change your name without first giving us 30 Business Days' notice in writing of your proposed new name. 4.3 You agree to notify us immediately in writing of any transfer of Equipment or an interest in Equipment, and to provide us with any information that we ask for in relation to the transferee to enable us to perfect our PPS Security Interest as against the transferee. You acknowledge, though, that any such notification does not cure any breach of your undertaking in clause 3.1(g). 4.4 If you: (a) sub-lease the Equipment to a third party; or (b) transfer the Equipment to a third party and that third party grants you a Security Interest in the Equipment, you must immediately provide us with all original documents relating to that sub-lease or Security Interest. You acknowledge, though, that providing those documents does not cure any breach of your undertaking in clause 3.1(g). 4.5 If you dispose of the Equipment in a way that gives rise to an account (as defined in the PPSA), you grant us a PPS Security Interest in that account. You acknowledge, though, that any such grant does not cure any breach of your undertaking in clause 3.1(g).

5. Insurance 5.1 You must, at your cost, effect and keep current throughout the Term (and during any interim or Holding Over Period) with a reputable and solvent insurer: (a) insurance in respect of the Equipment for its full insurable value against all loss or damage of any kind whatever and however caused; (b) insurance for such amount of cover as is reasonably required by us (or if not specifically required by us, for such amount as a prudent owner of the Equipment would obtain cover) having regard to the nature and intended use of the Equipment, against any loss, damage or injury of any kind whatever and however caused to any person or property arising out of the Equipment or its use, under a policy covering all such risks, including claims by third parties; and (c) insurance against any other loss, damage, injury or risk which we may reasonably require from time to time.

5.2 You must ensure that our interest as owner and secured party is noted on all such insurances and you must produce to us promptly on demand proof of the currency of such insurances and must ensure nothing is done or occurs which might prejudice or invalidate those insurances. We may at our discretion and acting reasonably, at any time, effect any such insurances in our own name and on our own behalf, in which case we may include that cost in the acquisition cost of the Equipment or you must reimburse us on demand for that cost. 5.3 We are entitled to receive all monies payable under any relevant insurance or by any other person in respect of damage to, or loss of, the Equipment and you irrevocably appoint us and each of our authorised representatives, as your attorney to recover or compromise in our respective names any claim for loss or damage under any of the abovementioned insurances, and to give effectual releases and receipts. You also irrevocably authorise us to appropriate any insurance or other monies received (less any GST) in respect of any loss of, or damage to, the Equipment towards any debt or liability, present or future, actual or contingent, of yours or, in our discretion (acting reasonably), to repairing such damage or replacing the Equipment. To the extent that those insurance monies may be insufficient to effect such repairs, you must apply your own monies for this purpose. 5.4 You must notify us immediately in writing of any loss of or damage to the Equipment.

6. Permitted Exclusions & Indemnities 6.1 You indemnify us, our agents and employees against all loss, damage, liabilities, taxes and reasonable costs, charges and expenses (including legal expenses but excluding any liability, cost, loss or expense to the extent directly due to our fraud, wilful misconduct or gross negligence) arising from, or in respect of: (a) the Equipment's delivery, installation, use or change of use, location, condition, operation, seizure, forfeiture or other confiscation, or the Equipment's loss, destruction, theft or damage however caused including loss of value resulting from insufficient, inadequate or faulty repair; (b) any claim or demand made by any third party in relation to the Equipment or the use of the Equipment; (c) any damage to property or death of, or injury to, any person suffered or sustained in connection with the Equipment or the use of the Equipment; (d) any failure by you to observe your obligations under this Agreement or arising from the early termination of this Agreement (to the extent not otherwise recoverable under this Agreement) or from any representation, warranty or statement (including on tax matters) made by you in, or in connection with, this Agreement which is untrue or misleading in any material respect; (e) any steps reasonably taken by us to administer, exercise, enforce or preserve any of our rights under or in connection with this Agreement; (f) any loss, reduction or disallowance of any depreciation allowance or of any tax deduction or rebate of any income or other tax upon which we have reasonably relied in calculating the Rental Payments payable under this Agreement; (g) any new legislation or change in any legislation (including government revenue raising legislation) or subordinate legislation, or any change in any ruling, guideline, directive or requirement issued by any government authority or any change in the interpretation of any such legislation, subordinate legislation, ruling, guideline, directive or requirement that affects this Agreement, the transactions evidenced by this Agreement, our obligations under this Agreement or our return under this Agreement; or (h) any Security Interest contemplated by this Agreement not having its intended priority required by us, failing to attach to the Equipment, not being perfected, being void, illegal, invalid, unenforceable or of limited force and effect (other than as a result solely of our own act or omission). 6.2 You release us, to the full extent permitted by law, from all claims and demands of every kind arising out of the delivery, installation, location or use of the Equipment, including any liability which may arise in respect of any accident or damage to property or death of, or injury to, you or any other person of whatever nature or kind or arising out of any steps taken by us to exercise, enforce or preserve our rights under or in connection with this Agreement. This release does not apply to the extent that a claim or demand arises directly from our fraud, wilful misconduct or gross negligence. 6.3 The indemnities and releases set out in this Agreement continue in full force and effect notwithstanding the termination (however occurring) of this Agreement.

7. Our Right To Terminate 7.1 We may terminate this Agreement by notice in writing to you and repossess the Equipment if any of the following events occur: (a) (failure to pay Rental Payment) you fail to pay a Rental Payment within two (2) Business Days of its due date; (b) (repudiation) you breach any other essential provision of this Agreement or otherwise repudiate your obligations under this Agreement; (c) (non-compliance with rectification notice) you fail to observe any other obligation under this Agreement after first being given a written notice by us which requires such failure to be rectified within a period of at least ten (10) Business Days after service of the notice, that notice being deemed to stipulate the time for rectification to be of the essence; (d) (misrepresentation) we ascertain in our reasonable opinion that any representation, warranty or statement made by you in, or in connection with, this Agreement is untrue or misleading (whether by omission or otherwise) in any material respect; (e) (material change) there is, in our reasonable opinion, a material adverse change in your business, assets or financial condition or a material change in your ownership without our prior written consent and which will, in our reasonable opinion, materially adversely affect the performance of your obligations under this Agreement; (f) (insolvency) you or the Guarantor enter into, or any steps are taken to have you or the Guarantor enter into, liquidation, provisional liquidation, official management, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with your or the Guarantor's creditors or any of them or you or the Guarantor fail to pay your or the Guarantor's debts as they fall due or you or the Guarantor otherwise become insolvent; (g) (insurance) any insurance required under this Agreement is cancelled or any insurer disclaims liability, or we receive notice that any such insurance will be cancelled or materially adversely modified and a fresh policy is not effected in accordance with this Agreement before expiration of the notice; (h) (loss of Equipment) the Equipment is lost, destroyed, in adverse possession, seized or impounded, or in the opinion of any insurer, damaged to any extent making repair impracticable or uneconomic; (i) (cross default) you fail, or a related body corporate fails, to comply with your or its obligations under any leasing, borrowing, hiring or other finance agreement or arrangement with us or any related body corporate, or under any guarantee, indemnity or undertaking given to us or any related body corporate where: (i) such failure is not rectified within five (5) Business Days (or any longer period applying under the relevant agreement or arrangement) after we or the related body corporate (where applicable) give you a notice requiring you to do so; and (ii) we are of the reasonable view that such failure would have a materially adverse effect on your ability to perform your obligations under this Agreement; or (j) (jeopardy) we ascertain in our reasonable opinion that there is a serious risk of loss or damage to the Equipment for any reason. 7.2 Without limiting the essentiality of any other term of this Agreement, your obligation to pay the Rental Payments on time, to maintain and insure the Equipment, to comply with clause 3.1(g) and to remain solvent are essential terms of this Agreement. You will be taken to have repudiated your obligations under this Agreement if you do not comply with any of the essential terms of this Agreement. 7.3 If we terminate this Agreement under clause 7.1, you must: (a) immediately on receiving notice of termination, deliver up the Equipment in good working order and condition (fair wear and tear excepted), packed and crated and decommissioned in accordance with the manufacturer's specifications (and otherwise in accordance with any return conditions set out in the Special Conditions), to us at a place directed by us (acting reasonably) together with any duly executed transfer of certificate of registration and such records regarding the Equipment as reasonably required by us; (b) pay to us on demand, by way of indemnity for our loss arising from the early termination, the Early Termination Amount; (c) pay to us on demand our reasonable Costs of Repossession; and (d) pay to us on demand all monies which fell due prior to termination and which remain outstanding. 7.4 If an event referred to in clause 7.1 occurs entitling us to terminate this Agreement, then the occurrence of such event shall: (a) constitute an event of default under; and (b) be taken to be a repudiation of your obligations under, any other leasing, borrowing, hiring or other finance agreement or arrangement with us or any related body corporate, thereby entitling us to terminate that leasing, borrowing, hiring or other finance agreement or arrangement.

8. Our Title To The Equipment 8.1 You acknowledge that the Equipment remains our property at all times and that your rights under this Agreement are personal and as bailee only, and that you have no authority to deal with, and agree not to purport to deal with, or share or transfer possession of, the Equipment. 8.2 You must do everything reasonably necessary to protect our title to and PPS Security Interest in the Equipment, including advising third parties of our ownership of and PPS Security Interest in the Equipment. You must refrain from doing anything which could give rise to any claim adverse to our ownership of and PPS Security Interest in the Equipment. You must notify us immediately if a third party makes any such claim. 8.3 If we become entitled to repossess the Equipment, you irrevocably authorise us to enter upon any land or premises where we reasonably believe the Equipment is and remove, detach and dismantle the Equipment, including from any part of the premises to which it may have been affixed.

9. Procedure On Expiry 9.1 On expiry of the Term (or on expiry of any Holding Over Period, under clause 9.2), you must: (a) at your cost, immediately deliver up the Equipment in good working order and condition (fair wear and tear excepted), packed and crated and decommissioned in accordance with the manufacturer's specifications (and otherwise in accordance with the return conditions set out in the Special Conditions) to us at a place directed by us (acting reasonably) together with a duly executed transfer or certificate of registration (where applicable) and such records regarding the Equipment as are reasonably required by us, and if you do not do so, we may repossess the Equipment; (b) pay to us on demand, by way of liquidated damages, an amount equal to the average daily Rental Payment payable by you during the Term for each day you fail to deliver up the Equipment in accordance with clause 9.1(a) or until we retake possession of the Equipment (to the extent not otherwise payable under clause 9.2); (c) pay to us on demand our reasonable Costs of Repossession; and (d) pay to us on demand all other reasonable amounts then due and payable under or in connection with this Agreement. 9.2 If you do not return the Equipment in accordance with clause 9.1(a) at the expiry of the Term, and we have not terminated this Agreement or exercised our right to repossess the Equipment, this Agreement shall be extended from month to month ("Holding Over Period") at the same Rental Payment (pro rated, if applicable) and otherwise on the same terms and conditions which applied during the Term; provided that any Holding Over Period may be determined by us demanding possession of the Equipment at any time on fourteen (14) days' written notice to you or by you at any time providing fourteen (14) days' prior written notice and delivering the Equipment to us in the manner required under clause 9.1. This clause does not affect your obligation to return the Equipment on the day that this Agreement terminates or expires. 9.3 Payment of additional Rental Payments by you under clause 9.2 will not affect our ownership of or PPS Security Interest in the Equipment or any of our rights under or in connection with this Agreement.

10. Charges for Services 10.1 If the Rental Payments include amounts payable for the maintenance of the Equipment for the provision of other services (or for our recovery of our funding of maintenance or other services), whether or not such amounts are separately identified in the Schedule, you agree and acknowledge that: (a) such amounts have been included at your request; (b) you have given to us a direction to pay those amounts to the person providing the services ("Service Provider") or to retain those amounts if we have already paid the relevant maintenance or service charges to the Service Provider; (c) our role in the maintenance or other services consists solely of paying the Service Provider, and we are not responsible for the maintenance of the Equipment or the provision of any services; (d) we are not related to the Service Provider; and (e) your obligation to: (i) pay the Rental Payments and other monies payable under this Agreement free of any deduction, withholding or set-off on any account; and (ii) perform your other material obligations under this Agreement, is absolute and unconditional and, without limitation, will not be affected by: (i) the failure of the Service Provider to perform the services; (ii) the insolvency of the Service Provider; (iii) any defect in the Equipment; or (iv) the termination of any agreement or arrangement for the provision of any services. 10.2 If there is any breach in relation to the provision of any such services: (a) we may notify you of the part of the Rental Payment that relates solely to the rental of the Equipment, which revised Rental Payment for each subsequent Period will become payable by you in place of all Rental Payments due after such notification; (b) in all other respects, this Agreement and your obligations under it shall continue unchanged; and (c) we may assist you in finding a replacement Service Provider.

11. Where The Equipment Includes Software If the Equipment includes software or the licensing of any software is funded by us under or in connection with this Agreement: (a) where you have been granted the licence to use the software: (i) it is acknowledged that you will be entitled to the benefit of the licence during the Term (and any extension of the Term), subject to the terms of the licence; and (ii) upon the expiration or earlier termination of this Agreement, you will do all things reasonably required by us to ensure that we obtain the benefit of the licence or the grant of an equivalent licence to enable the continued use of the software; (b) where we have been granted the licence to use the software: (i) you may enjoy the benefit of the licence during the Term (or any extension of the Term) to the extent that the licence permits you to do so; and (ii) we will do anything within our power that is reasonably requested by you to enable you to enjoy the benefit of the licence during the Term (or any Holding Over Period); (c) you acknowledge and agree that we are not the licensor of the software or software licence(s) and to the full extent permitted by the ASIC Act, the ACL and other applicable laws, we make no representation about the software and you cannot refuse to pay Rental Payments should the software be defective or unsuitable. Any claims against us in relation to a defect or unsuitability are subject to clause 1(c); (d) to the full extent permitted by the ASIC Act, the ACL and other applicable laws, we make no representation about the terms of any licence relating to the software and you must rely on your own enquiries in this regard; and (e) on the expiration or earlier termination of this Agreement, you must return the software to us with the Equipment.

12. Where The Equipment Includes Serial Numbered Property 12.1 You declare that you have provided us with the serial numbers that we would require to make an effective registration (with the priority required by us) against all Serial Numbered Property in accordance with the PPSA and the PPS Regulations. 12.2 You must notify us immediately in writing if a new or different serial number is allocated to any Serial Numbered Property. 12.3 You must not change or remove the serial number of any Serial Numbered Property after you have disclosed the number to us.

13. Casualty Events 13.1 If the Equipment or any item or items of the Equipment (the "Affected Equipment") is lost, stolen or damaged beyond economic repair, you must immediately notify us and you must either: (a) within 5 business days of such notification replace the Affected Equipment at your cost with Equipment approved by us being at least equivalent in type, functionality and value as at the time the Equipment became Affected Equipment; or (b) pay to us by way of indemnity: (i) the amount which we notify you (acting reasonably) is the amount of the Rental Payments (if any) then due and payable by you to us in respect of the Affected Equipment; (ii) the amount which we notify you (acting reasonably) is the Early Termination Amount referable to the Affected Equipment, calculated as at the date of our notification to you; and the amount which we notify you (acting reasonably) is, as at the date of our notification, the gross residual value referable to the Affected Equipment (being the residual value assumed by us in calculating the Rental Payments, adjusted in accordance with our usual procedures to include our required investment return on the Residual Value up to that date). 13.2 You must pay the aggregate of the amounts referred to in this clause 13.1(b) within five (5) Business Days of the date of our notification to you. If you replace the Affected Equipment in accordance with clause 13.1(a), then you must: (a) ensure that we obtain clear title to the replacement Equipment; (b) notify us immediately in writing of the replacement and provide us with any information that we ask for in relation to the replacement Equipment to enable us to perfect our PPS Security Interest in them; and (c) ensure that the priority of our PPS Security Interest is no less favourable than the priority of our PPS Security Interest in the Affected Equipment. 13.3 Such replacement Equipment shall be taken to be the Equipment (or the relevant item or items of the Equipment as the case may be) for the purposes of this Agreement. If clause 13.1(b) applies, then, upon our receipt of the amount payable by you under clause 13.1(b) in respect of the Affected Equipment: (a) the Rental Payment to you of the Affected Equipment shall terminate; (b) the Rental Payment of any remaining item or items of the Equipment will continue at a new Rental Payment on the terms of this Agreement commencing on the next due date for a Rental Payment, being the Rental Payment otherwise payable less the proportion of the Rental Payment which we calculate was payable in respect of the Affected Equipment; and (c) we will make a pro rata adjustment to any Rental Payment already paid in respect of the Affected Equipment for the period from the receipt of the payment referred to in clause 13.1(b) to the next date on which a Rental Payment falls due. 13.4 If we receive any insurance proceeds in respect of the Affected Equipment: (a) where you have replaced the Equipment in accordance with clause 13.1(a), such proceeds (net of GST) will be credited to you; and (b) where clause 13.1(b) applies, such proceeds (net of GST) will be credited to you to the extent of the Rental Payment received from you under clause 13.1(b)(i) and (iii).

14. Occupational Health & Safety (a) (Your acknowledgements) You acknowledge that during the term of this Agreement you (and not us) will have sole possession and control of the Equipment (b) (Your undertakings) For the purposes of enabling us to comply with our obligations under any applicable occupational or work health and safety laws ("Occupational Health & Safety Law"), you undertake: (i) before taking possession, using or dealing with the Equipment, to: (A) obtain all available information concerning health and safety about the Equipment from the designer or manufacturer of such Equipment, including, without limitation (where applicable) obtaining all records kept by any previous owner of the Equipment and obtaining any information, data or certificates provided or kept in accordance with the Occupational Health & Safety Law; and (B) ensure that the Equipment is inspected and tested in accordance with the requirements set out in the Occupational Health & Safety Law and that you obtain written notification of any faults detected in respect of the Equipment and (if applicable) receive written notification that the Equipment is not to be used until the faults are rectified; (ii) before the date upon which any Equipment are returned or repossessed, to: (A) do all things necessary to ascertain whether or not the Equipment is suitable only for use as scrap or for spare parts; and (B) provide to us upon demand any information reasonably required to be obtained or collected by you pursuant to paragraphs (i) and (ii) of this paragraph (B). (c) (Indemnity) You indemnify us against any loss or liability arising from your failure to comply with your obligations under this clause (except to the extent directly caused or contributed to by our fraud, gross negligence or wilful misconduct).

15. General Provisions 15.1 **Assignment** Subject only to your rights under this Agreement, we may assign, transfer or otherwise deal with the Equipment or all or any part of our rights or obligations under or in connection with this Agreement without giving notice to you or the Guarantor or obtaining your or the Guarantor's consent. However, we will give such notice and obtain such consent prior to effecting any such assignment, transfer or dealing that would be materially detrimental to you. You must not assign, transfer or otherwise deal with any of your rights under or in connection with this Agreement without our prior written consent. 15.2 **Equipment Location** You must notify us of the usual location of the Equipment from time to time and agree not to use them outside the State or Territory in which they are first delivered to you without our consent (not to be unreasonably withheld). 15.3 **Rights Termination** of this Agreement, howsoever arising, will be without prejudice to our rights, powers and remedies with respect to any antecedent breach by you under this Agreement. All rights of ours under this Agreement are in addition to our rights under the general law. 15.4 **Product Information** You consent to us providing you from time to time with information on our or other third party products or services.

15.5 **Financial Information** You must promptly provide us with any financial or other information relating to the financial condition, business, assets and affairs of yourself and any of your related bodies corporate as and when reasonably requested by us. 15.6 **Notices** Any notice or demand to be given by us under or in connection with this Agreement may be served on you by being left at or sent by pre-paid mail or transmitted by facsimile to your address set out in the Schedule or otherwise as notified in writing to us. The notice or demand will be treated as having been given and received: (a) if delivered, on the day of delivery; (b) if sent by pre-paid mail, on the next delivery day; and (c) if transmitted by facsimile, on the day of transmission if a Business Day, or otherwise on the next Business Day. 15.7 **Overdue Interest** You must pay to us on demand interest calculated at the Implicit Rate plus two percent (2%) per annum on any monies payable under or in connection with this Agreement which are overdue on a daily basis for the respective periods from the date the monies became due to the date of payment by you and such amount shall compound monthly. If a liability under or in connection with this Agreement becomes merged in a judgement or order or exists after your winding up, you, as an independent obligation, must pay interest on the amount of that liability from the date the liability becomes payable both before and after the judgement, order or winding up until it is paid, also at that rate. 15.8 **No Waiver By Us** No waiver or indulgence by us in relation to any breach of this Agreement by you will be deemed a waiver or indulgence of any continuing or recurring breach. 15.9 **Commission** You consent to us paying a commission to any third party in relation to this Agreement. You acknowledge that any third party which submitted this Agreement to us, or who conducted any antecedent negotiations with you, is not and was not our agent for any purpose. Commission may be included in the cost of the Equipment. 15.10 **Authority to Complete Schedule** You authorise us to complete and amend any incomplete particular and to correct any manifest or typographical error appearing in the Schedule. 15.11 **We May Act on Your Omissions** If you neglect to pay any money or take any other action required by or in connection with this Agreement, we may (acting reasonably) pay that money or take that other action and recover the costs from you. We may enter and remain upon any land or premises of yours for this purpose. 15.12 **Set Off** You irrevocably authorise us to set off without notice any money held by us on any account of yours against any money owing by you to us or any related body corporate. You must not exercise any right of set off on any account.

15.13 Trust Provisions If you enter into this Agreement as a trustee, you acknowledge, warrant and agree that this Agreement binds you personally and in your capacity as trustee, that you enter into this Agreement for a proper purpose of the trust, that you have power and authority under the trust to enter into this Agreement and that you have the right to be indemnified fully out of the trust property before the trust's beneficiaries for all liabilities you incur under or in connection with this Agreement.

15.14 Governing Law This Agreement is governed by the law of the State or Territory referred to in the Schedule. **15.15 Sever Invald Provisions** If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction, it will have no force or effect in that jurisdiction and will be severed from this Agreement in that jurisdiction without affecting the remaining provisions and without affecting the operation of this Agreement in any other jurisdiction.

16. Agency We may enter into this Agreement as agent for another person (whether disclosed or not).

17. Authority to Sign Where this Agreement is executed by a person on your behalf, that person warrants that he or she has the authority and delegated power to execute this Agreement on your behalf.

18. Authority to Register and Waiver of Right to Receive Notice of Verification Statements You acknowledge that we may register one or more financing statements in relation to any PPS Security Interest provided for by this Agreement. If permitted by the PPSA, you waive your right under section 157 of the PPSA to receive notice of any verification statement relating to the registration of any such financing statement or any related financing change statement.

19. PPSA Confidentiality 19.1 You and we agree with each other not to disclose information of the kind mentioned in section 275(1) of the PPSA, except in the circumstances required by sections 275(7) (b) to (e) of the PPSA. You agree that you will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d) if we approve. Nothing in this clause will prevent any disclosure by us that we believe is necessary to comply with our other obligations under the PPSA. 19.2 To the extent that it is not inconsistent with clause 19.1 constituting a "confidentiality agreement" for the purposes of section 275(6) (a) of the PPSA, you agree that we may disclose information of the kind mentioned in section 275(1) of the PPSA to the extent that we are not doing so in response to a request made by an "interested person" (as defined in section 275(9) of the PPSA) pursuant to section 275(1) of the PPSA.

20. Contracting Out of the PPSA 20.1 To the extent that Chapter 4 of the PPSA would otherwise apply to an enforcement by us of any PPS Security Interest created, arising under or provided for by this Agreement, we and you agree with each other that the following provisions of the PPSA do not apply: (a) to the extent that section 115(1) of the PPSA allows them to be excluded: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 138B(4), 142 and 143; and (b) in addition, to the extent that section 115(7) of the PPSA allows them to be excluded: sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137.

21. Acknowledgment of no Subordination Unless agreed to by us in writing, you acknowledge that we have not agreed to subordinate any PPS Security Interest created, arising under or provided for by this Agreement in favour of any third party.

22. Guarantee 22.1 In consideration of us agreeing to enter into this Agreement at the request of the Guarantor, the Guarantor irrevocably and unconditionally guarantees to us: (a) the due and punctual payment of all amounts at any time owing by you to us under or in connection with this Agreement; and (b) the due and punctual performance by you of all of your obligations under this Agreement. If you do not pay any of the monies guaranteed when due, then, the Guarantor must pay the whole of that money to us (or as we direct) upon our demand. If you default in the due and punctual performance of any of your other obligations under this Agreement, the Guarantor must immediately perform, or procure the performance of, such obligations to our satisfaction. 22.2 The Guarantor agrees to indemnify us against all losses, costs, liabilities or damage which we may suffer or sustain as a result of the non-payment of any monies or the non-performance of any obligations under this Agreement by you or if the monies guaranteed are not recoverable by us from you or from the Guarantor as surety for any reason or any payment towards the satisfaction of the monies guaranteed is set aside or refundable, in whole or any part. 22.3 The guarantee and indemnity obligations of the Guarantor are principal and continuing obligations which will not be released until all monies payable to us under this Agreement have been paid in full and satisfied and all of your obligations under this Agreement have been performed, and in our reasonable opinion any payment will not be set aside or be refundable, in whole or any part. We are not obliged to enforce any right against any person or property or demand payment from you or any other person before demanding payment by the Guarantor. 22.4 The guarantee and indemnity obligations of the Guarantor will not be affected by anything which would otherwise reduce or discharge the Guarantor's liability, including: (a) our granting time or any other indulgence or concession to you; (b) our varying this Agreement; (c) any transaction or agreement or variation, novation or assignment of a transaction or agreement between us and you; (d) your winding up, administration, bankruptcy or insolvency; (e) any judgment or order being obtained or made against you; (f) an obligation on you, or any provision of this Agreement, being void, voidable, unenforceable, defective, released, waived, impaired, novated, enforced or impossible or illegal to perform; (g) any amount owing under this Agreement not being recoverable or your liability or the liability of any other person to us ceasing (including as a result of a release or discharge by us or by law); (h) our exercising or not exercising any rights under or in connection with this Agreement or our taking or failing to take or enforcing or failing to enforce or holding any other Security Interest for your indebtedness or varying or surrendering any such Security Interest; (i) any default, misrepresentation, negligence, breach of contract, misconduct, acquiescence, delay, waiver, mistake, failure to give notice or other action or inaction of any kind (whether or not prejudicial to you) by us or any other person. 22.5 Any amount payable under this guarantee and indemnity must be paid by the Guarantor to us upon demand. Without limiting our other rights, the Guarantor must pay interest to us on any amount due by the Guarantor but unpaid at a rate of interest equal to the Implicit Rate plus two percent (2%) per annum, payable on demand. Unpaid interest will compound monthly. 22.6 The Guarantor warrants that it will obtain a commercial benefit as a result of giving this guarantee and indemnity. 22.7 Where the Guarantor comprises more than one person, then the obligations of those persons are joint and several.

23. Interpretation In this Agreement, unless the context otherwise requires:

"Acceptance Date" means the date that this Agreement is signed on our behalf. "ACL" means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth). "ASIC Act" means the Australian Securities and Investments Commission Act 2001 (Cth). "Business Day" means a day on which we are open for business in New South Wales and, where applicable, in the jurisdiction referred to in the Schedule. "Commencement Date" means the Commencement Date referred to in the Schedule. "Costs of Repossession" means all costs and expenses incurred by us in effecting, or attempting, repossession of the Equipment, satisfying any third party claim, and in storing, repairing to good working order and condition, insuring, valuing and disposing of, the Equipment after repossession. "Discount Rate" means the rate reasonably determined by us to calculate the present value of the Rental Payments, taking into account any costs to us of an early termination. Those costs may include costs incurred under our funding or hedging arrangements or any corresponding adjustments to them, and we may assess these on a global basis across all or part of our funding and hedging arrangements, not just any specific arrangement for this Agreement. "Early Termination Amount" means the sum of: (i) the Rental Payments (net of GST) which, but for the termination, would have been payable by you under this Agreement as from the date of early termination to the end of the Term (inclusive of any unamortised brokerage or commission and after making any applicable adjustment on account of future service charges), reduced to a present value as at the date of termination by applying the Discount Rate to such Rental Payments; (ii) our administrative termination fee from time to time. This reflects our general administrative costs for processing early termination; and (iii) at our option, any other monies due, owing or payable by you to us on any account under any other agreement or document between you and us (and to the extent we have included such an amount, payment of the Early Termination Amount in full will discharge that amount). On request from you, we will advise you of the Early Termination Amount or the administrative termination fee at any particular time. "Equipment" means the Equipment referred to in the Schedule and any Equipment which you receive as replacement for the Equipment described in the Schedule, and includes any other items that are deemed to be or form part of the "Equipment" under this Agreement. "GST" means goods and services tax levied under A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related legislation. "Guarantor" means the person or persons (if any) named as Guarantor in the Schedule and includes any one or more of them and the successors, legal personal representatives and permitted assigns of each such person. "Implicit Rate" means the interest rate used by us to calculate the Rental Payments under this Agreement, details of which will be made available within a reasonable time after request. "Period" refers to the Period specified in the Schedule, "person" includes any body corporate, association, authority and any other body or entity. "PPSA" means the Personal Property Securities Act 2009 (Cth). "PPS Register" means the Personal Property Securities Register established under Part 5.2 of the PPSA. "PPS Regulations" means the Personal Property Securities Regulations 2010 (Cth). "PPS Security Interest" means a security interest under the PPSA. "Rental Payments" means the Rental Payments referred to in the Schedule. "Security Interest" means: (i) a PPS Security Interest; (ii) any other mortgage, pledge, lien or charge; and (iii) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property. "Serial Numbered Property" means any Equipment which may or must be described by serial number in a registration under the PPSA. "Special Conditions" means special conditions, if any, set out in, or annexed to, the Schedule. "Term" means the Term referred to in the Schedule, including (where the context permits) any "Holding Over Period" under clause 9.2. "we" or "us" or "Owner" means Northern Managed Finance Pty Ltd ABN 43 125 018 582. "you" means the customer referred to in the Schedule.

A reference to any party includes that party's successors, personal legal representatives and permitted assigns; if any party is comprised of more than one person, those persons' obligations are joint and several; a reference to any legislation or to any section or provision of any legislation includes any statutory modification or enactment or any substituted statutory provision and all ordinances, by-laws, regulations and other statutory instruments; the singular includes the plural and vice versa; if there is any inconsistency between any Special Conditions and the Terms and Conditions, the Special Conditions will prevail to the extent of the inconsistency; and the following terms have the meaning given to them in the PPSA: "amendment demand", "collateral", "financing change statement", "financing statement", "perfected", "registration", "serial number" and "verification statement".



Forum Group Pty Ltd
 PO Box 146, St Leonards NSW 1590
 Tel: 02 9002 4000
 E: accounts@forumgroup.com.au
 ABN:25 153 336 997

Date: 16-May-18
 Invoice #: 307984

Tax Invoice

Invoice To:
 Northern Managed
 Level 3, 220 George Street
 Sydney, NSW 1225

Deliver To:
 Westrac Pty Ltd
 128-136 Great Eastern Hwy
 Guilford WA 6055

New Equipment:

Qty	Model	Description	Serial	Location	Unit Cost
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X002	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X011	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X020	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X029	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X038	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X047	1 WESTRAC DRV, TOMAGO 2322	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X056	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X065	1 WESTRAC DRV, TOMAGO 2322	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X074	1 WESTRAC DRV, TOMAGO 2322	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X083	1 WESTRAC DRV, TOMAGO 2322	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X092	1 WESTRAC DRV, TOMAGO 2322	\$ 31,000.00
1	Konica Minolta C458COM2	Konica Minolta C458C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79M2J646X101	1 WESTRAC DRV, TOMAGO 2322	\$ 31,000.00
1	Konica Minolta C658COM2	Konica Minolta C658C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79J040V78C91	1 WESTRAC DRV, TOMAGO 2322	\$ 51,750.00
1	Konica Minolta C658COM2	Konica Minolta C658C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79J040V74000	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 51,750.00
1	Konica Minolta C658COM2	Konica Minolta C658C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79J040V78C92	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 51,750.00
1	Konica Minolta C658COM2	Konica Minolta C658C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79J040V74001	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 51,750.00
1	Konica Minolta C658COM2	Konica Minolta C658C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79J040V78C93	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 51,750.00
1	Konica Minolta C658COM2	Konica Minolta C658C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79J040V74002	128-136 GREAT EASTERN HIGHWAY GUILFORD WA 6055	\$ 51,750.00
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1	Konica Minolta C658COM2	Konica Minolta C658C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79J040V78C97	1 WESTRAC DRV, TOMAGO 2322	\$ 51,750.00
1	Konica Minolta C658COM2	Konica Minolta C658C/P/F/S - LU-204 (CT)2500 sheet), Staple Finisher	A79J040V74006	1 WESTRAC DRV, TOMAGO 2322	\$ 50,750.00

Subtotal \$ 1,095,500.00
 GST \$ 109,550.00
 TOTAL \$ 1,205,050.00

Account Name: Forum Group Pty Ltd
 BSB: 082 080
 Account: 121 782 934

16-May-18
 307984
 23-May-18
 \$ 1,205,050.00



24 July 2019

Jarvas Croome – CEO
Westrac Pty Ltd
ABN 63 009 342 572.
128-136 Great Eastern Highway
South Guildford, WA, 6055.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Juan,

Referring to the following Print Plan Management Agreements entered into by Westrac Pty Limited:

1. Rental Agreement N 11159853 dated 10 February 2016;
2. Rental Agreement N 21610236 dated 22 February 2016;
3. Rental Agreement N 061713277 dated 14 June 2017;
4. Rental Agreement N 091611807 dated 10 February 2017;
5. Rental Agreement N 051815150 dated 16 May 2018;

we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Agreements, including the payments and goods (“**Purchased Assets**”) to a third party financier, BHO Funding Pty Limited ACN 630 535 554 (who is acting as agent for Westpac Institutional Bank) (“**BHO**”):

You are hereby directed to make all payments due or to become due from you under the Agreements to the following account until further notice from BHO:

Bank : Westpac Bank
Branch : 032 298
A/C No : 455 353
A/C Name: BHO Funding Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Bill Papas", written over a horizontal line.

Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney. NSW 2060

From: [REDACTED]
To: [REDACTED]
Subject: RE:
Date: Thursday 3 June 2021 09:21:24 AM
Attachments: [image001.jpg](#)
[image002.png](#)
[m723541_3-06-2021_8-46-39.pdf](#)

Hi Carly
Sorry, here's the last one – for some reason it didn't scan properly.
Hopefully you have everything now
Cheers
Tim

Tim Ewing
Director, Structured and Asset Finance
Westpac Institutional Bank
Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith
Sent: Wednesday, 2 June 2021 5:12 PM
To: Ewing, Tim
Subject: RE:

Thanks for sending these through Tim,
Is there one more please? I thought it was seven all up.
Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance
[REDACTED] | [REDACTED] | www.westrac.com.au



THE FIRST CHOICE IN EQUIPMENT SOLUTIONS

ACN 009 342 572 | Our applicable terms and conditions can be found at: [WesTrac Terms & Conditions](#)

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From: Ewing, Tim [REDACTED]
Sent: Wednesday, 2 June 2021 2:59 PM
To: Carly Rossbach-Smith [REDACTED]
Subject: RE:

And the fifth one...

Tim Ewing
Director, Structured and Asset Finance
Westpac Institutional Bank
Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Ewing, Tim
Sent: Wednesday, 2 June 2021 4:55 PM

To: 'Carly Rossbach-Smith' [REDACTED]

Subject: RE:

Hi Carly

Here are four of the packs and the fifth one will follow as its in a slioghtly different format woth a number of separate attachments

Hi Carly

Here are four of the packs and the fifth one will follow as has slightly different schedules in a number of attachments.

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 11:18 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Thanks Tim – much appreciated!

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED]

[REDACTED]

I: www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 9:14 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

No problem – just need to source them and will then send through – hopefully this afternoon

Regards

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 10:54 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Hope the morning is going well.

Are you able to send me through copies of all of these schedules please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 7:43 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I don't think its an abbreviation albeit it might have been based on the original founders names but apparently Eqwe is the new name of the business.

They are primarily an equipment manager eg servicing, procuring etc

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED] [REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 9:36 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Thanks for clarifying, but just for my understanding, what does BHO stand for please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 7:35 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I think Eqwe Pty Ltd is one of their subsidiaries which might be more familiar to your colleagues as that's the name referenced on the docs

Hope that helps

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 9:27 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Thanks for sending this through Tim,

Is BHO an actual company? Sorry the initials aren't familiar to anyone here.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 7:24 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I've attached an example of the pack that would have been provided by BHO (Agent) and Forum (Supplier) to Westrac for the most recent of the leases (which commenced Feb-21).

We have all of these on file to my knowledge so can send through the other 6 no problem but suspect your IT team should have the same.

Just let me know what you need

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Monday, 31 May 2021 1:53 PM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Hope your trip home went well.

I received a flurry of emails from you all at once on Friday evening.

Any further detail you have on this arrangement that you can share would be very helpful please.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED]

[REDACTED]

I: www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Friday, 28 May 2021 6:14 PM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I wasn't directly involved in this arrangement but I expect that there will be an agreement in place between Westpac and BHO as to how the P&A relationship works, and then a separate one between Westpac and BHO regarding the provision and financing of the equipment. If we have the latter on file I'd be happy to provide on Monday.

Enjoy your weekend

Regards

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Friday, 28 May 2021 3:22 PM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Also, do you also have a copy of the actual principal and agency agreement please or is that something that BHO have in place with WesTrac?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

██████████ | ██████████ | ██████████ | I: www.westrac.com.au



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From: Carly Rossbach-Smith

Sent: Friday, 28 May 2021 9:05 AM

To: ██████████

Subject: RE:

Hi Tim,

Hope you've had a great week.

If it was possible are you able to send me through the details and schedules behind these individual leases please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

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From: Ewing, Tim ██████████

Sent: Thursday, 27 May 2021 3:24 PM

To: Carly Rossbach-Smith ██████████

Subject: RE:

Hi Carly

Please see attached what we have on our system in relation to the BHO leases.

If you require more detail behind the individual leases in terms of the breakdown of the equipment we should be able to dig out some supporting schedules.

Regards

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

██████████ | ██████████



From: Carly Rossbach-Smith [REDACTED]
Sent: Wednesday, 26 May 2021 9:18 PM
To: Ewing, Tim [REDACTED]
Subject: RE:

Thanks Tim,
Appreciate the clarification. Our IS team would oversee these ones.
Are you able to provide me with a full listing of the ones we currently have in place please?
Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance
[REDACTED] | [REDACTED] | [I: www.westrac.com.au](http://www.westrac.com.au)



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From: Ewing, Tim [REDACTED]
Sent: Wednesday, 26 May 2021 5:42 PM
To: Carly Rossbach-Smith [REDACTED]
Subject: RE:

Hi Carly
The \$9.7m relates to a \$12m finance lease facility that was established in Oct-18 when Duncan Scott was around and has 7 leases under it currently (the last one of which commenced in Feb-21).
I think it relates to a mixture of photocopiers and equipment monitoring equipment.
It's under a Principal & Agency arrangement whereby BHO provides Westrac with the equipment and Westpac finances it on a fully disclosed basis with the documentation specific to that arrangement.
Happy to discuss further or provide more information.
Regards
Tim
ps we'll have that quote to you first thing tomorrow morning.

Tim Ewing
Director, Structured and Asset Finance
Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith [REDACTED]
Sent: Wednesday, 26 May 2021 6:19 PM
To: Ewing, Tim [REDACTED]
Subject:

Hi Tim,
Hope your day has gone well.

I just got a call back from Nick O'Brien and he mentioned out leasing limits were \$14m but that under finance leases we currently had \$9.7m of exposure. Do you know what this relates to please because I didn't think we had anything in place at the moment?

Kind Regards

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

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Confidential communication

Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)

Westpac Institutional Bank is a division of Westpac Banking Corporation



Your business. Just better.

2nd December 2020

Jarvas Croome – CEO
Westrac Pty Ltd
ABN 63 009 342 572.
128-136 Great Eastern Highway
South Guildford, WA, 6055.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Jarvas,

Referring to your Payment Schedule dated 24th November 2020 entered into thereunder between Westrac Pty Ltd and Forum Finance Pty Ltd in respect of the Zzoota GPS systems, we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, Eqwe Pty Limited (previously BHO Funding Pty Limited) ACN 630 535 554 (who is acting as agent for Westpac Institutional Bank) ("**BHO**"):

Payments

As shown in Table B to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHO:

Bank: Westpac Bank
Branch: 032 298
A/C No: 455 353
A/C Name: Eqwe Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Bill Papas".

Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street

North Sydney. NSW 2060



Your business. Just better.

THIS PAYMENT SCHEDULE IS A TAX INVOICE

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 WESTRAC PTY LTD

Trading Name _____ ABN 63 009 342 572

Address 128 - 136 GREAT EASTERN HWY, SOUTH GUILDFORD Postcode 6055

This is a Payment Schedule dated 24th November 2020 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and WESTRAC 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
Refer to Annexure	

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
24th November 2020	\$37,800.00	\$3,780.00	\$41,580.00
59 SUBSEQUENT PAYMENTS	\$37,800.00	\$3,780.00	\$41,580.00
		Product Price	\$2,494,800.00

Payment Schedule

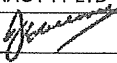

Product Price and Payment Terms, Cont...

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	<u>WESTRAC PTY LTD</u>	Supplier	<u>FORUM FINANCE PTY LTD</u>
By	<u></u>	By	<u></u>
Print Name	<u>JARVAS CROOME</u>	Name	<u>BILL PAPAS</u>
Title	<u>CEO</u>	Title	<u>MANAGING DIRECTOR</u>

Annexure A

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.

Agreement To. _____ Agreement No. _____

Equipment

Product	Serial	Location
ZZOOTA Site 7X GPS	213WP2020001322	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001323	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001324	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001325	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001326	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001327	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001328	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001329	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001330	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001331	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001332	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001333	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001334	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001335	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001336	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001337	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001338	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001339	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001340	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001341	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001342	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001343	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001344	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001345	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001346	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001347	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001348	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOOTA Site 7X GPS	213WP2020001350	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOOTA Site 7X GPS	213WP2020001352	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001353	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001354	128 - 136 Great Eastern Hwy Guildford WA 6055

Agreement To. _____

Agreement No. _____

Equipment

ZZOOTA Site 7X GPS	213WP2020001390	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001391	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001392	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001393	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001394	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001395	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001396	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001397	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001398	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001399	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001400	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001401	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001402	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001403	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOOTA Site 7X GPS	213WP2020001405	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001406	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOOTA Site 7X GPS	213WP2020001409	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOOTA Site 7X GPS	213WP2020001411	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001412	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001413	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001414	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001415	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001416	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001417	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001418	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001419	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001420	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOOTA Site 7X GPS	213WP2020001422	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001423	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001424	128 - 136 Great Eastern Hwy Guildford WA 6055

Agreement To. _____

Agreement No. _____

Equipment

ZZOOTA Site 7X GPS	213WP2020001600	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001601	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001602	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001603	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001604	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001605	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001606	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Site 7X GPS	213WP2020001607	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOOTA Space 10X	217WS2020000117	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOOTA Space 10X	217WS2020000136	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Space 10X	217WS2020000137	128 - 136 Great Eastern Hwy Guildford WA 6055

Agreement To. _____

Agreement No. _____

Equipment

ZZOTA Space 10X	217WS2020000173	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000174	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000175	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOTA Space 10X	217WS2020000182	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000183	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOTA Space 10X	217WS2020000206	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000207	128 - 136 Great Eastern Hwy Guildford WA 6055

Agreement To. _____

Agreement No. _____

Equipment

ZZOTA Space 10X	217WS2020000278	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000279	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000280	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000281	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Space 10X	217WS2020000282	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOTA Space 10X	217WS2020000293	128 - 136 Great Eastern Hwy Guildford WA 6055
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ZZOTA Square 3X	210WX2020001278	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001279	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001280	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001281	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001282	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001283	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001284	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001285	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOTA Square 3X	210WX2020001286	128 - 136 Great Eastern Hwy Guildford WA 6055

Agreement To. _____

Agreement No. _____

Equipment

ZZOOTA Square 3X	210WX2020001287	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001288	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001289	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001290	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001291	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001292	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001293	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001294	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001295	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001296	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001297	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001298	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001299	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001300	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001301	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001302	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001303	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001304	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001305	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001306	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001307	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001308	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001309	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001310	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001311	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001312	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001313	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001314	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001315	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001316	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001317	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001318	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001319	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001320	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001321	128 - 136 Great Eastern Hwy Guildford WA 6055

Agreement To. _____

Agreement No. _____

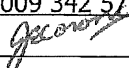
Equipment

ZZOOTA Square 3X	210WX2020001322	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001323	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001324	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001325	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001326	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001327	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001328	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001329	128 - 136 Great Eastern Hwy Guildford WA 6055
ZZOOTA Square 3X	210WX2020001330	128 - 136 Great Eastern Hwy Guildford WA 6055

Customer's Signature

Signed for and on behalf of: WESTRAC PTY LTD

ABN: 63 009 342 572

Signature:  _____

Name of Signatory: JARVAS CROOME

Title of Signatory: CEO Date: 24TH NOVEMBER 2020

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 _____
 Address LVL 5, 141 WALKER ST, NORTH SYDNEY ABN 16 153 301 172
 Postcode 2060

Customer Details

Customer Name WESTRAC PTY LTD Pty Limited _____
 Trading Name _____
 Address 128-136 GREAT EASTERN HWY, SOUTH GUILDFORD ABN 63 009 342 572
 Postcode 6055

Payment Schedule

Payment Schedule dated on between Supplier and Customer. 24/11/20

Date of Acceptance of Delivery

Date 24/11/2020

Products

As described in the Payment Schedule.

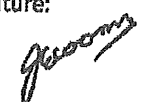
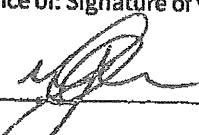
Product price

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 24/11/20

Signed by Customer	
Authorised Signature: 	Name (print): <u>JARVAS CROOME</u>
	Title: <u>CEO</u>
In the presence of: Signature of witness: 	Name (print): <u>JEFF GLASS</u>
	Title: <u>GM Enterprise Sales</u>

From: [REDACTED]
To: [REDACTED]
Subject: RE:
Date: Thursday 3 June 2021 05:23:42 PM
Attachments: [image001.jpg](#)
[image002.png](#)

Hi Carly

My understanding on this is that the equipment is supplied by Forum to Westrac but that EQWE act as the middle man in terms of managing / servicing the equipment on an ongoing basis and arranging the finance.

Since the payment of the rentals is a Westrac obligation the finance provided by Westpac (on a fully disclosed basis to the customer) is booked against Westrac limits as it is effectively Westrac risk.

In terms of when rentals / operating leases terminate it sounds like the one you've referenced has either been extended or that one of the schedules may have expired but the others are still live.

Hopefully you can shed some more light on this through your colleagues – Jarvas Croome at Westrac seems to have signed off on all of these.

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith

Sent: Thursday, 3 June 2021 12:25 PM

To: Ewing, Tim

Subject: RE:

Thanks Tim,

We are currently working through this on our side.

I'll admit though that I don't really understand how the mechanics of this Principal and Agency Agreement works, because if it is that WesTrac has an agreement with Forum Group (for example) and we are essentially renting this equipment (photocopiers) off them, then even if they are choosing to use a third party financier to do this, why are WesTrac limits utilised?

Also with the fifth one you sent me through, this agreement actually finished on 31 May 2021.

When it is likely that it would drop off the listing you sent through?

Any clarification you can provide on this would be very helpful please.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | www.westrac.com.au



THE FIRST CHOICE IN EQUIPMENT SOLUTIONS

ACN 009 342 572 | Our applicable terms and conditions can be found at: [WesTrac Terms & Conditions](#)

This message including any attached files is confidential and may include proprietary or privileged information. If you are not the intended recipient, you are strictly prohibited from using, reproducing, disclosing or distributing the information contained in this email. If you have received this email in error, please contact WesTrac immediately on +61 8 9377 9444

or by return email. We do not accept liability in connection with computer virus, data corruption, delay, interruption, unauthorised access or unauthorised amendment. We reserve the right to monitor all e-mail communications.

From: Ewing, Tim [REDACTED]

Sent: Thursday, 3 June 2021 7:21 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

Sorry, here's the last one – for some reason it didn't scan properly.

Hopefully you have everything now

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED] | [REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 5:12 PM

To: Ewing, Tim [REDACTED]

Subject: RE:

Thanks for sending these through Tim,

Is there one more please? I thought it was seven all up.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | [REDACTED]

I: www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 2:59 PM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

And the fifth one...

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED] | [REDACTED]



From: Ewing, Tim

Sent: Wednesday, 2 June 2021 4:55 PM

To: 'Carly Rossbach-Smith' [REDACTED]

Subject: RE:

Hi Carly

Here are four of the packs and the fifth one will follow as its in a slioghtly different format woth a number of separate attachments

Hi Carly

Here are four of the packs and the fifth one will follow as has slightly different schedules in a number of attachments.

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 11:18 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Thanks Tim – much appreciated!

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED]

[REDACTED]

I: www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 9:14 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

No problem – just need to source them and will then send through – hopefully this afternoon

Regards

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 10:54 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Hope the morning is going well.

Are you able to send me through copies of all of these schedules please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 7:43 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I don't think its an abbreviation albeit it might have been based on the original founders names but apparently Eqwe is the new name of the business.

They are primarily an equipment manager eg servicing, procuring etc

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 9:36 AM

To: Ewing, Tim [REDACTED] >

Subject: RE:

Hi Tim,

Thanks for clarifying, but just for my understanding, what does BHO stand for please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 7:35 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I think Eqwe Pty Ltd is one of their subsidiaries which might be more familiar to your colleagues as that's the name referenced on the docs

Hope that helps

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000

[REDACTED]



From: Carly Rossbach-Smith [REDACTED]

Sent: Wednesday, 2 June 2021 9:27 AM

To: Ewing, Tim [REDACTED]

Subject: RE:

Thanks for sending this through Tim,

Is BHO an actual company? Sorry the initials aren't familiar to anyone here.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] | [REDACTED] | www.westrac.com.au



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From: Ewing, Tim [REDACTED]

Sent: Wednesday, 2 June 2021 7:24 AM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I've attached an example of the pack that would have been provided by BHO (Agent) and Forum (Supplier) to Westrac for the most recent of the leases (which commenced Feb-21).

We have all of these on file to my knowledge so can send through the other 6 no problem but suspect your IT team should have the same.

Just let me know what you need

Cheers

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith [REDACTED]

Sent: Monday, 31 May 2021 1:53 PM

To: Ewing, Tim [REDACTED]

Subject: RE:

Hi Tim,

Hope your trip home went well.

I received a flurry of emails from you all at once on Friday evening.

Any further detail you have on this arrangement that you can share would be very helpful please.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance



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From: Ewing, Tim [REDACTED]

Sent: Friday, 28 May 2021 6:14 PM

To: Carly Rossbach-Smith [REDACTED]

Subject: RE:

Hi Carly

I wasn't directly involved in this arrangement but I expect that there will be an agreement in place between Westpac and BHO as to how the P&A relationship works, and then a separate one between Westpac and BHO regarding the provision and financing of the equipment. If we have the latter on file I'd be happy to provide on Monday.

Enjoy your weekend

Regards

Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith [REDACTED]

Sent: Friday, 28 May 2021 3:22 PM

To: Ewing, Tim [REDACTED]

Subject: RE:

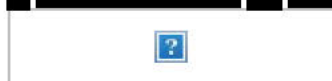
Hi Tim,

Also, do you also have a copy of the actual principal and agency agreement please or is that something that BHO have in place with WesTrac?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

██████████ | ██████████ | ██████████ | [l: www.westrac.com.au](mailto:www.westrac.com.au)



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From: Carly Rossbach-Smith

Sent: Friday, 28 May 2021 9:05 AM

To: ██████████

Subject: RE:

Hi Tim,

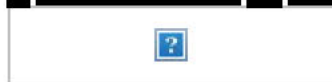
Hope you've had a great week.

If it was possible are you able to send me through the details and schedules behind these individual leases please?

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

██████████ | ██████████ | ██████████ | [l: www.westrac.com.au](mailto:www.westrac.com.au)



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From: Ewing, Tim ██████████

Sent: Thursday, 27 May 2021 3:24 PM

To: Carly Rossbach-Smith ██████████

Subject: RE:

Hi Carly

Please see attached what we have on our system in relation to the BHO leases.

If you require more detail behind the individual leases in terms of the breakdown of the equipment we should be able to dig out some supporting schedules.

Regards

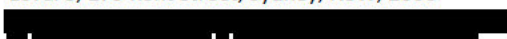
Tim

Tim Ewing

Director, Structured and Asset Finance

Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000





From: Carly Rossbach-Smith [REDACTED]
Sent: Wednesday, 26 May 2021 9:18 PM
To: Ewing, Tim [REDACTED]
Subject: RE:

Thanks Tim,
Appreciate the clarification. Our IS team would oversee these ones.
Are you able to provide me with a full listing of the ones we currently have in place please?
Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance
[REDACTED] | [REDACTED] | [I: www.westrac.com.au](http://www.westrac.com.au)



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From: Ewing, Tim [REDACTED]
Sent: Wednesday, 26 May 2021 5:42 PM
To: Carly Rossbach-Smith [REDACTED]
Subject: RE:

Hi Carly
The \$9.7m relates to a \$12m finance lease facility that was established in Oct-18 when Duncan Scott was around and has 7 leases under it currently (the last one of which commenced in Feb-21).
I think it relates to a mixture of photocopiers and equipment monitoring equipment.
It's under a Principal & Agency arrangement whereby BHO provides Westrac with the equipment and Westpac finances it on a fully disclosed basis with the documentation specific to that arrangement.
Happy to discuss further or provide more information.
Regards
Tim
ps we'll have that quote to you first thing tomorrow morning.

Tim Ewing
Director, Structured and Asset Finance
Westpac Institutional Bank

Level 3, 275 Kent Street, Sydney, NSW, 2000



From: Carly Rossbach-Smith [REDACTED]
Sent: Wednesday, 26 May 2021 6:19 PM
To: Ewing, Tim [REDACTED]
Subject:

Hi Tim,
Hope your day has gone well.

I just got a call back from Nick O'Brien and he mentioned out leasing limits were \$14m but that under finance leases we currently had \$9.7m of exposure. Do you know what this relates to please because I didn't think we had anything in place at the moment?

Kind Regards

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

 | www.westrac.com.au



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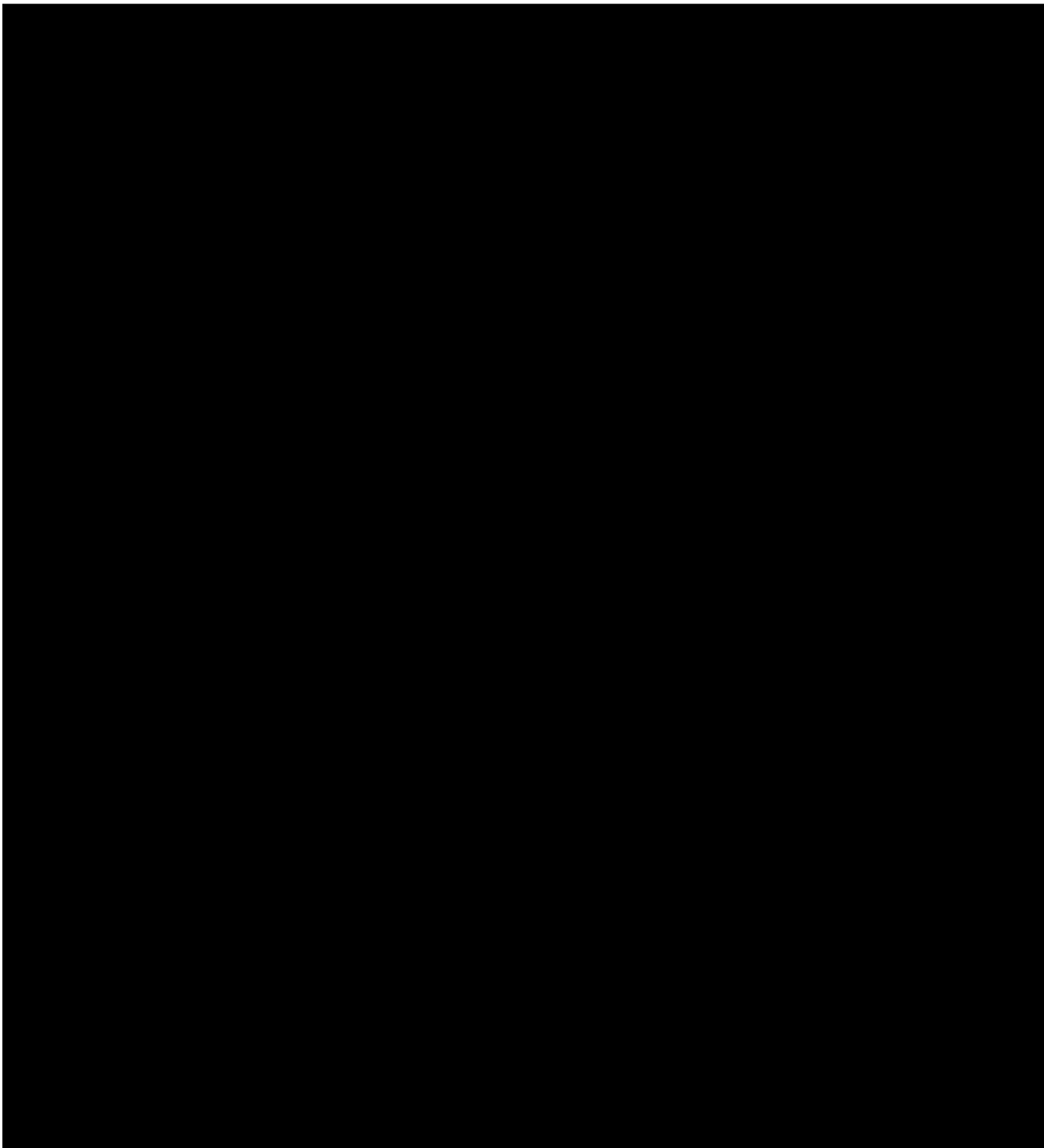
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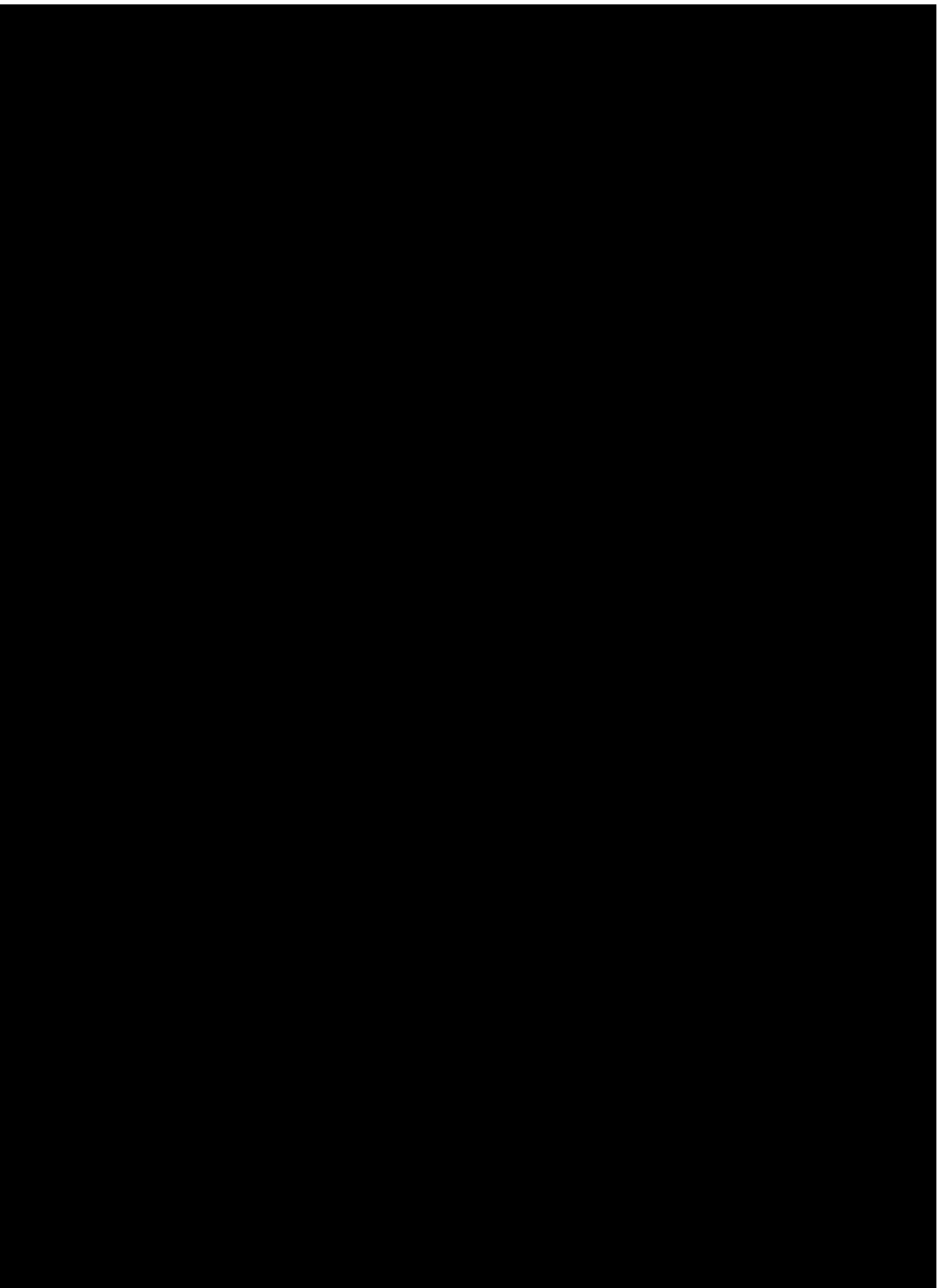
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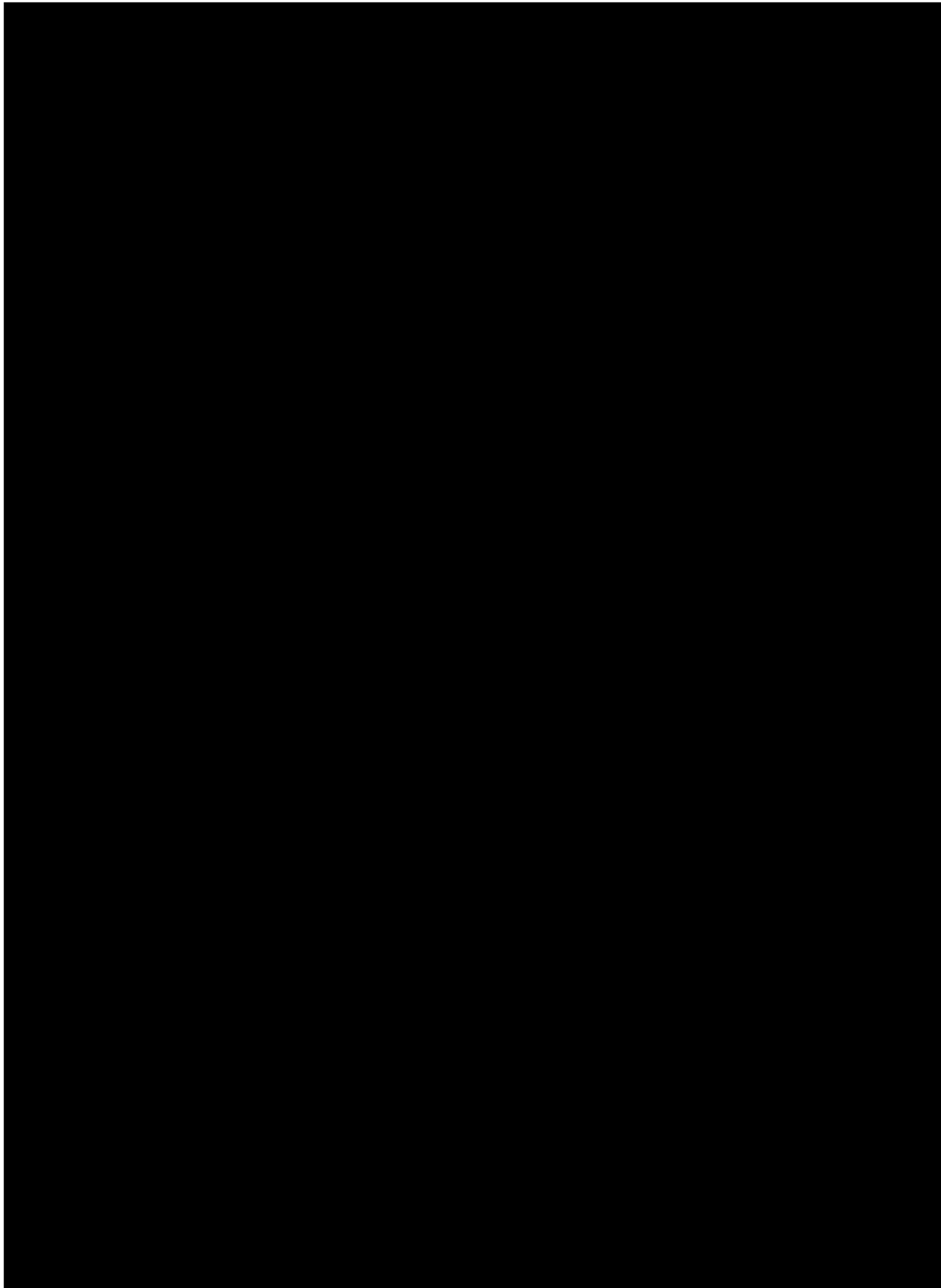
Confidential communication

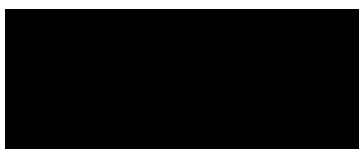
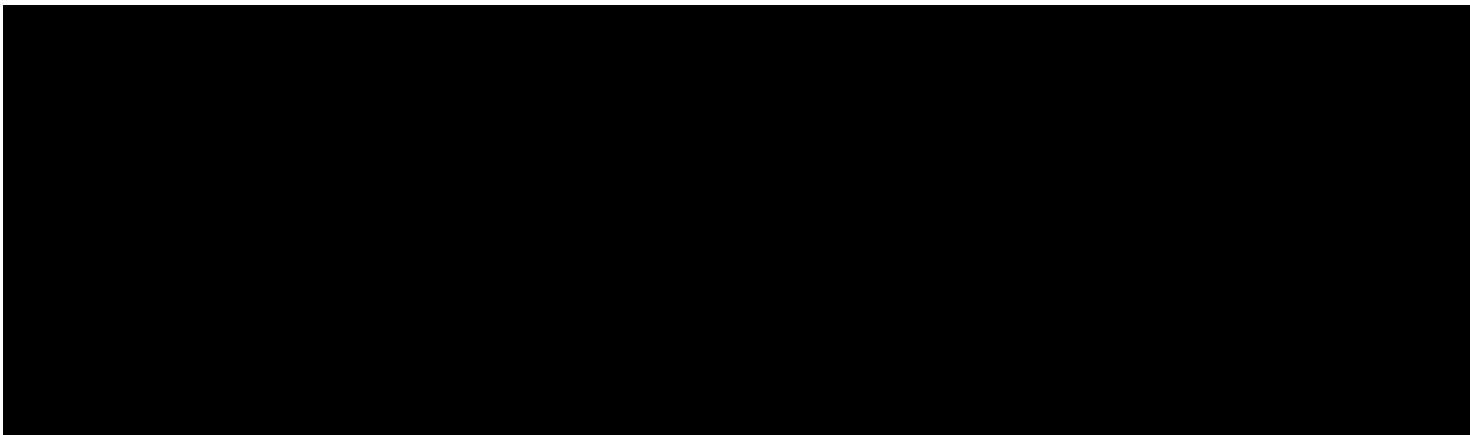
Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)

Westpac Institutional Bank is a division of Westpac Banking Corporation









-----Original Message-----

From: [REDACTED]
Sent: Friday, 25 June 2021 8:10 AM
To: O'Brien, Nicholas [REDACTED]
Subject: "WESTRAC PTY LTD" - "CIB - Asset Finance" - "Carly Call"

This is a private Call Report and it should only be emailed to within the Call Report team.

You have requested the following call report details:

CALL REPORT KEY INFORMATION:

Call Report Name: Carly Call
Call Report Date/Time: 06/10/2021
Call Type: Phone Call
Location:

SALES DETAIL INFORMATION:

Public / Private: Private
Organisation: WESTRAC PTY LTD

Opportunity:

Call Report Author: Nick O'Brien

Created By: Nick O'Brien, 06/24/2021 18:59:29

Others:

TOPICS DISCUSSED:

1: CIB - Asset Finance

2:

3:

OBJECTIVES AND NEXT STEPS:

Objectives:

Next Steps: NOB - update Carly.

Status: Completed

Details:

Carly reverted to me in regard to conversation in May concerning asset finance balance under \$12m facility; she noted that Westrac could not reconcile the \$9.6m amount I quoted; they thought the amount was \$1.6m; moreover, I think that the signatures are likely to be have been forged on some of the contracts at least because their GM had no recollection of signing them.

I said that I would liaise with Tim Ewing straight away to elevated the matter at Westpac and would give her an update in 24 hours.

MyClient link:

[REDACTED]

This email was automatically generated by MyClient.

Confidential communication

Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)

Westpac Institutional Bank is a division of Westpac Banking Corporation

From: [REDACTED]
To: [REDACTED]
Subject: RE: Underwriter
Date: Monday 14 June 2021 12:16:37 PM
Attachments: [image002.jpg](#)
[image003.png](#)

Thanks – this is sounding a bit more promising in light of the acknowledgement of the underlying contracts.

Nicholas O'Brien
Managing Director, Head of Consumer & Industrials

Westpac Institutional Bank
Level 30, 275 Kent Street, Sydney, NSW 2000

[REDACTED] | E [REDACTED]

From: Carly Rossbach-Smith [REDACTED]
Sent: Monday, 14 June 2021 11:37 AM
To: Ewing, Tim [REDACTED]; O'Brien, Nicholas [REDACTED]
Subject: FW: Underwriter

Hi Tim and Nick,

Just an FYI, we responded back to Forum. Will see what they come back with.

Kind Regards
Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance
[REDACTED] | I: www.westrac.com.au [REDACTED]

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From: Jimmy Leng
Sent: Monday, 14 June 2021 9:31 AM
To: Carly Rossbach-Smith [REDACTED]; [REDACTED]; Robert Maltese [REDACTED]
Subject: FW: Underwriter

FYI. Will see what comes back.
JL

Jimmy Leng | WesTrac Pty Ltd | Group Manager – Information Services | Information Services
[REDACTED] | I: www.westrac.com.au [REDACTED]

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From: Justin McShane <jmcshane@forumgroup.com.au<<mailto:jmcshane@forumgroup.com.au>>>
Sent: Monday, 14 June 2021 09:30
To: Jimmy Leng [REDACTED]
Subject: RE: Underwriter

Thanks Jimmy.

I will request the extra info..

From: Jimmy Leng [REDACTED]
Sent: Monday, 14 June 2021 11:26 AM
To: Justin McShane <jmcshane@forumgroup.com.au<<mailto:jmcshane@forumgroup.com.au>>>
Cc: Carly Rossbach-Smith [REDACTED]; Robert Maltese [REDACTED]
Subject: FW: Underwriter
Importance: High

Justin,

Thanks for your email.

We can confirm that WesTrac had the following Agreement (and variations) in place with Forum Group:

1. Standing Offer CW2220212 (Dated 20/01/2016 – for a term of 3 years)
2. Variation 001 (Effective 01/11/2017)
3. Variation 002 (Effective 01/07/2018)
4. Variation 002 - Rental Plan
5. Variation 003 (Effective 01/07/2019)

With a direct debit payment arrangement in place since the start of the agreement in 2016 we had not been aware that Westpac were underwriting this agreement. Has this been the case since 2016? Our records don't appear to show any notification from Forum Group of Westpac being involved. Do you have any documentation regarding this that you would be able to share please?

And for good order's sake and conscious that this agreement in relation to the multifunction devices and printers concluded on 31 May 2021 can you confirm that the agreement and variations noted above agrees with your records please.

Many Thanks

Jimmy

Jimmy Leng | WesTrac Pty Ltd | Group Manager – Information Services | Information Services
[REDACTED] | I: www.westrac.com.au<<https://protect-au.mimecast.com/s/kNLICXLKWKcJ4vj4i7I8fz?domain=aus01.safelinks.protection.outlook.com>>
E: [REDACTED]
<<https://protect-au.mimecast.com/s/kNLICXLKWKcJ4vj4i7I8fz?domain=aus01.safelinks.protection.outlook.com>>

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From: Justin McShane <jmeshane@forumgroup.com.au<<mailto:jmeshane@forumgroup.com.au>>>
Sent: Friday, 11 June 2021 14:15
To: Jimmy Leng [REDACTED]
Subject: Underwriter

Good Afternoon Jimmy,

Thanks for your time on the phone this afternoon.

As discussed Forum Group use Westpac Bank as the ultimate underwriter for the agreements within Westrac. The agreement covers all the Multifunction devices, printers and solution that are provided to Westrac..

Can you please confirm via return email your acknowledgement of this and the Forum Group.

Thanks in advance..

Message protected by MailGuard: e-mail anti-virus, anti-spam and content filtering.
<http://www.mailguard.com.au><<https://protect-au.mimecast.com/s/kvF5CZYM1MIG7ZA7SM9Zmq?domain=aus01.safelinks.protection.outlook.com>>

Report this message as spam<<https://protect-au.mimecast.com/s/Ou8BC1WZLZIR6yx6hA8U9D?domain=aus01.safelinks.protection.outlook.com>>

From: [REDACTED]
To: [REDACTED]
Subject: RE:
Date: Monday 14 June 2021 12:15:54 PM
Attachments: [image002.jpg](#)
[image003.png](#)

Sure – I have asked for it to be done.

Nicholas O'Brien
Managing Director, Head of Consumer & Industrials

Westpac Institutional Bank
Level 30, 275 Kent Street, Sydney, NSW 2000
[REDACTED]

From: Carly Rossbach-Smith [REDACTED]
Sent: Monday, 14 June 2021 10:40 AM
To: O'Brien, Nicholas [REDACTED]
Subject:

Hi Nick,

I hope your long weekend is going well.

When you are back on deck tomorrow would it be possible please for the Westpac audit team to send through copies of the Audit Certificates that would have been sent through to our auditors (through the confirmations.com portal) for 30 June 2019 and 30 June 2020 please. I've had a look in our records and can't seem copies of them.

Many Thanks

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] I: www.westrac.com.au <<https://protect-au.mimecast.com/s/BfYbC2xZMZljVqWVUpWoUt?domain=aus01.safelinks.protection.outlook.com>>
<<https://protect-au.mimecast.com/s/CSCkC3Q8N8cBX1oXU94As1?domain=aus01.safelinks.protection.outlook.com>>

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From: [REDACTED]
To: [REDACTED]
Subject: RE: Underwriter
Date: Monday 14 June 2021 12:23:52 PM
Attachments: [image002.jpg](#)
[image003.png](#)

Carly

Of the 5 documents represented below, do you know what the total original cost was of the equipment to which the contracts represent?

Rgds

Nick

Nicholas O'Brien
Managing Director, Head of Consumer & Industrials

Westpac Institutional Bank
Level 30, 275 Kent Street, Sydney, NSW 2000
[REDACTED]

From: Carly Rossbach-Smith [REDACTED]
Sent: Monday, 14 June 2021 12:19 PM
To: O'Brien, Nicholas [REDACTED]; Ewing, Tim [REDACTED]
Subject: RE: Underwriter

Hi Nick,

I'm interested to see what they come back to confirm.

I'd expect them only to confirm that existing Photocopier/Printer agreement. But we don't think we ever received notification about Westpac being involved so interested to see what they can provide on that. Will be sure to provide an update when we do get more information through.

Kind Regards

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance
[REDACTED] I: www.westrac.com.au <<https://protect-au.mimecast.com/s/7K0zC81ZVZUrXVWXS6-Pr6?domain=aus01.safelinks.protection.outlook.com>>
<<https://protect-au.mimecast.com/s/uloWC91ZWZU1zyAzipiNFH?domain=aus01.safelinks.protection.outlook.com>>
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ACN 009 342 572 | Our applicable terms and conditions can be found at: WesTrac Terms & Conditions <<https://protect-au.mimecast.com/s/ZiTqC0YZKZI8kOQkuVqaxD?domain=aus01.safelinks.protection.outlook.com>>

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From: O'Brien, Nicholas [REDACTED]
Sent: Monday, 14 June 2021 10:17 AM
To: Carly Rossbach-Smith [REDACTED]

[REDACTED] Ewing, Tim [REDACTED]
Subject: RE: Underwriter

Thanks – this is sounding a bit more promising in light of the acknowledgement of the underlying contracts.

Nicholas O'Brien
Managing Director, Head of Consumer & Industrials

Westpac Institutional Bank
Level 30, 275 Kent Street, Sydney, NSW 2000
[REDACTED]

From: Carly Rossbach-Smith [REDACTED]
[REDACTED]
Sent: Monday, 14 June 2021 11:37 AM
To: Ewing, Tim [REDACTED] O'Brien, Nicholas
[REDACTED]
Subject: FW: Underwriter

Hi Tim and Nick,

Just an FYI, we responded back to Forum. Will see what they come back with.

Kind Regards
Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance
[REDACTED]: www.westrac.com.au<[https://protect-
au.mimecast.com/s/SOzQCgZo0ockqXKqiBAOyX?domain=aus01.safelinks.protection.outlook.com](https://protect-au.mimecast.com/s/SOzQCgZo0ockqXKqiBAOyX?domain=aus01.safelinks.protection.outlook.com)>
<[https://protect-au.mimecast.com/s/SOzQCgZo0ockqXKqiBAOyX?
domain=aus01.safelinks.protection.outlook.com](https://protect-au.mimecast.com/s/SOzQCgZo0ockqXKqiBAOyX?domain=aus01.safelinks.protection.outlook.com)>
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domain=aus01.safelinks.protection.outlook.com](https://protect-au.mimecast.com/s/KsFSCjZr1rc9YLDYSB6fFs?domain=aus01.safelinks.protection.outlook.com)>

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From: Jimmy Leng
Sent: Monday, 14 June 2021 9:31 AM
To: Carly Rossbach-Smith [REDACTED]
[REDACTED]; Robert Maltese
[REDACTED]
Subject: FW: Underwriter

FYI. Will see what comes back.

JL
Jimmy Leng | WesTrac Pty Ltd | Group Manager – Information Services | Information Services
[REDACTED] | I: www.westrac.com.au<[https://protect-
au.mimecast.com/s/QvwVck&vIvuNkVAktGKfB?domain=aus01.safelinks.protection.outlook.com](https://protect-au.mimecast.com/s/QvwVck&vIvuNkVAktGKfB?domain=aus01.safelinks.protection.outlook.com)>
E [REDACTED]
<[https://protect-au.mimecast.com/s/wYJZClxw1w171Jm1HW1WVW?
domain=aus01.safelinks.protection.outlook.com](https://protect-au.mimecast.com/s/wYJZClxw1w171Jm1HW1WVW?domain=aus01.safelinks.protection.outlook.com)>
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domain=aus01.safelinks.protection.outlook.com>

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From: Justin McShane <jmcsbane@forumgroup.com.au<<mailto:jmcsbane@forumgroup.com.au>>>
Sent: Monday, 14 June 2021 09:30
To: Jimmy Leng [REDACTED]
Subject: RE: Underwriter

Thanks Jimmy.

I will request the extra info..

From: Jimmy Leng [REDACTED]
Sent: Monday, 14 June 2021 11:26 AM
To: Justin McShane <jmcsbane@forumgroup.com.au<<mailto:jmcsbane@forumgroup.com.au>>>
Cc: Carly Rossbach-Smith [REDACTED]
[REDACTED] Robert Maltese
Subject: FW: Underwriter
Importance: High

Justin,

Thanks for your email.

We can confirm that WesTrac had the following Agreement (and variations) in place with Forum Group:

1. Standing Offer CW2220212 (Dated 20/01/2016 – for a term of 3 years)
2. Variation 001 (Effective 01/11/2017)
3. Variation 002 (Effective 01/07/2018)
4. Variation 002 - Rental Plan
5. Variation 003 (Effective 01/07/2019)

With a direct debit payment arrangement in place since the start of the agreement in 2016 we had not been aware that Westpac were underwriting this agreement. Has this been the case since 2016? Our records don't appear to show any notification from Forum Group of Westpac being involved. Do you have any documentation regarding this that you would be able to share please?

And for good order's sake and conscious that this agreement in relation to the multifunction devices and printers concluded on 31 May 2021 can you confirm that the agreement and variations noted above agrees with your records please.

Many Thanks

Jimmy

Jimmy Leng | WesTrac Pty Ltd | Group Manager – Information Services | Information Services

[REDACTED] | I: www.westrac.com.au<<https://protect-au.mimecast.com/s/GY3VCnxyIy15X0gXiGXIMu?domain=aus01.safelinks.protection.outlook.com>>

[REDACTED]
<<https://protect-au.mimecast.com/s/GY3VCnxyIy15X0gXiGXIMu?domain=aus01.safelinks.protection.outlook.com>>

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From: Justin McShane <jmcshane@forumgroup.com.au<<mailto:jmcshane@forumgroup.com.au>>>
Sent: Friday, 11 June 2021 14:15
To: Jimmy Leng [REDACTED]
Subject: Underwriter

Good Afternoon Jimmy,

Thanks for your time on the phone this afternoon.

As discussed Forum Group use Westpac Bank as the ultimate underwriter for the agreements within Westrac. The agreement covers all the Multifunction devices, printers and solution that are provided to Westrac..

Can you please confirm via return email your acknowledgement of this and the Forum Group.

Thanks in advance..

Message protected by MailGuard: e-mail anti-virus, anti-spam and content filtering.
<http://www.mailguard.com.au><<https://protect-au.mimecast.com/s/GvjpCp8A1AuD9rq9hjBQQ7?domain=aus01.safelinks.protection.outlook.com>>

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Westpac Institutional Bank is a division of Westpac Banking Corporation



Carly >

iMessage
Thu, 17 Jun, 11:18

Westpac has \$4.4m
back so far.

Thu, 17 Jun, 14:10

Thanks Nick. So
\$5.3M to go.

Circa

Today 11:23

Hi Nick, hope the
week is going ok



iMessage



From: [REDACTED]
To: [REDACTED]
Subject: Re:
Date: Friday 18 June 2021 12:04:35 PM
Attachments: [image001.png](#)

Not yet

Get Outlook for iOS<<https://protect-au.mimecast.com/s/HbROCOMxKxUGNVINSETuJD?domain=aka.ms>>

From: Carly Rossbach-Smith [REDACTED]
Sent: Friday, June 18, 2021 10:54:22 AM
To: O'Brien, Nicholas [REDACTED]
Subject:

Hi Nick,

Happy Friday!

Just wondering if Westpac got any more money through from Forum please?

Cheers

Carly Rossbach-Smith | WesTrac Pty Ltd | Treasury Operations Manager | Finance

[REDACTED] I: www.westrac.com.au<<https://protect-au.mimecast.com/s/52ZHC6XIQ1sDP27PhNWpU9?domain=aus01.safelinks.protection.outlook.com>>
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Carly >

Today 11:23

Hi Nick, hope the week is going ok. Just curious but did any more money from Forum arrive yesterday?

No - our overall problem has grown significantly.

Delivered

Very sorry to hear that Nick



iMessage



170

Andrew Clarke

From: O'Brien, Nicholas [REDACTED]
Sent: Thursday 24 June 2021 05:32 PM
To: Caitlin Murray; Anthony Sommer
Cc: Simon Brandis; Catherine Hamilton-Jewell
Subject: RE: Westpac & Eqwe / Forum Finance | Call this afternoon [ME-ME.FID6264997]

Hi

[REDACTED]

[REDACTED] I can provide the following feedback from my call with the CFO of Westrac (Mike Carey), which has just ended:

- 1) There was one valid agreement they had with Forum re printer/photocopy equipment (circa \$1.6m original value) but it ran off earlier this year
- 2) All other contracts that Westpac has presented them are fraudulent in their opinion
- 3) They had drafted a letter to Forum and Westpac which they were planning to send tomorrow which would basically state that they felt the contracts were fraudulent and Westrac had no liability; I have asked him to refrain from sending the letter in light of Westpac's legal plan; he is fine to hold off on sending the letters until next week or pending a further update from myself (which I will give him tomorrow afternoon)
- 4) Westrac will do what they can to assist Westpac in this matter

Rgds

Nick

Nicholas O'Brien
Managing Director, Head of Consumer & Industrials

Westpac Institutional Bank
Level 30, 275 Kent Street, Sydney, NSW 2000

From: Mike Carey [REDACTED]
Sent: Friday, 25 June 2021 12:01 PM
To: O'Brien, Nicholas [REDACTED]
Subject: Financial Facilities

Dear Nick,

Further to our call of this morning, please find attached a letter setting out WestTrac's understanding of various financial facilities involving Forum Group.

We stand ready to assist Westpac in your further investigation of these facilities.

Best wishes,

Mike.

Michael Carey | WesTrac Pty Ltd | Chief Financial Officer
[REDACTED] | www.westrac.com.au

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Nicholas O'Brien
 Managing Director, Head of Consumer & Industrials
 Westpac Institutional Bank
 Level 30, 275 Kent Street
 SYDNEY NSW 2000

24 June 2021

Dear Nick,

Re: WesTrac Finance Lease Facility

I refer to recent discussions in relation to a purported \$12 m finance lease facility established in October 2018 between WesTrac Pty Ltd (**WesTrac**) and Westpac (**Facility**). Details of the assets subject to the Facility are listed below:

Asset Schedule for CCAN	866950	WESTRAC PTY LTD										
Contract number	Customer Name	Product Type	Asset #	Asset description	Start date	End date	Contract term	Asset cost	Amortization balance	Gross Rental	GST	Nett Rental
025-0866950-001	WESTRAC PTY LTD	0042 NC LOAN FIX RATE	1893407	REFER TO ANNEXURE MA	09/10/2018	09/12/2023	62	2,588,731.20	1,396,761.25	50,350.00	0.00	50,350.00
025-0866950-002	WESTRAC PTY LTD	0042 NC LOAN FIX RATE	1974387	REFER TO ANNEXURE MA	24/07/2019	24/06/2023	47	2,365,922.00	702,795.53	53,591.00	0.00	53,591.00
025-0866950-003	WESTRAC PTY LTD	0042 NC LOAN FIX RATE	2274481	REFER TO ANNEXURE MA	13/07/2020	13/09/2025	62	1,538,174.00	1,328,925.34	28,388.00	0.00	28,388.00
025-0866950-004	WESTRAC PTY LTD	0042 NC LOAN FIX RATE	2293621	REFER TO ANNEXURE A	29/09/2020	29/12/2025	63	2,032,513.00	1,852,785.93	37,565.98	0.00	37,565.98
025-0866950-005	WESTRAC PTY LTD	0042 NC LOAN FIX RATE	2302628	REFER TO ANNEXURE MA	02/11/2020	02/12/2025	61	2,135,491.00	1,979,687.74	39,453.88	0.00	39,453.88
025-0866950-007	WESTRAC PTY LTD	0042 NC LOAN FIX RATE	2311071	SALE OF RECEIVABLES	03/12/2020	03/02/2026	62	1,921,796.00	1,810,858.48	35,507.00	0.00	35,507.00
025-0866950-008	WESTRAC PTY LTD	0042 NC LOAN FIX RATE	2328166	SALE OF RECEIVABLES	18/02/2021	18/05/2026	63	712,173.00	691,612.98	13,153.73	0.00	13,153.73
Totals								13,294,800.20	9,763,427.25	258,009.59	0.00	258,009.59

WesTrac believes that the Facility was drawn down on the basis of fraudulent documentation. WesTrac has no record of having drawn down on the Facility, after making thorough enquiries. A record of all documentation signed on behalf of WesTrac is maintained in accordance with WesTrac's financial delegation policy and in the interests of good corporate governance.

Moreover, several of the assets which are the subject of the Facility are not assets which would normally be used in the ordinary course of WesTrac's business.

Jarvas Croome has reviewed the executed documentation relating to the Facility and has confirmed that any signatures purporting to be his are not. Moreover, persons presented to have signed other Facility documentation were not, in fact, employees of WesTrac at the time of execution.

WesTrac seeks acknowledgement from Westpac that the facilities carry no financial obligation upon WesTrac.

Kind Regards



Michael Carey
 Chief Financial Officer.

From: Lourie, Andrew [REDACTED]
Sent: Friday, 25 June 2021 2:52 PM
To: O'Brien, Nicholas [REDACTED]
Subject: FW: "HWL EBSWORTH LAWYERS" - "CIB - Asset Finance" - "Call with Kris Hopkins re: Forum"

fyi

-----Original Message-----

From: [REDACTED]
Sent: Friday, 25 June 2021 2:49 PM
To: Lourie, Andrew [REDACTED]
Subject: "HWL EBSWORTH LAWYERS" - "CIB - Asset Finance" - "Call with Kris Hopkins re: Forum"

This is a private Call Report and it should only be emailed to within the Call Report team.

You have requested the following call report details:

CALL REPORT KEY INFORMATION:

Call Report Name: Call with Kris Hopkins re: Forum Call Report Date/Time: 06/25/2021 Call Type: Phone Call
Location:

SALES DETAIL INFORMATION:

Public / Private: Private
Organisation: HWL EBSWORTH LAWYERS
Opportunity:
Call Report Author: Andrew Lourie
Created By: Andrew Lourie, 06/25/2021 14:47:48
Others:

TOPICS DISCUSSED:

1: CIB - Asset Finance
2:
3:

OBJECTIVES AND NEXT STEPS:

Objectives: Call with Kris Hopkins (HLW COO), Nick O'Brien & Andrew Lourie

Next Steps: WHL to have IT verify invoices and revert

Status: Completed

Details:

- NoB outlined that Westpac is reviewing payment processes relating to Forum on a number of customers - including HWL

- Based on email sent to HWL on Wed which contained existing leasing docs including payment schedules, Kris has requested his Head of IT to urgently review (NoB indicated to Kris that this review should now not involve any direct communication with Forum)

- Kris said the potential of this happening with HWL would be a big shock - HWL have a >20 year relationship with Form (HWL CEO Juan Martinez having a relationship with Bill Papas) and HWL have done legal work for Forum (Kris not sure if there is any legal work underway at present).

MyClient link:

[REDACTED]

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Westpac Institutional Bank is a division of Westpac Banking Corporation

From: [REDACTED]
Sent: Friday, 25 June 2021 3:30 PM
To: Davidson, Michael [REDACTED]
Subject: "SCENTRE SHOPPING CENTRE MANAGEMENT PTY LTD" - "CIB - Asset Finance" - "Payment Schedules pursuant to the Eqwe/Forum Finan"

This is a private Call Report and it should only be emailed to within the Call Report team.

You have requested the following call report details:

CALL REPORT KEY INFORMATION:

Call Report Name: Payment Schedules pursuant to the Eqwe/Forum Finan Call Report Date/Time: 06/25/2021 Call Type: Meeting
Location:

SALES DETAIL INFORMATION:

Public / Private: Private
Organisation: SCENTRE SHOPPING CENTRE MANAGEMENT PTY LTD
Opportunity:
Call Report Author: Michael Davidson
Created By: Michael Davidson, 06/25/2021 15:29:14
Others:

TOPICS DISCUSSED:

- 1: CIB - Asset Finance
- 2:
- 3:

OBJECTIVES AND NEXT STEPS:

Objectives: Discuss Payment Schedule arrangements Next Steps: Scentre to review and revert to Westpac
Status: Completed

Details:

MS Teams meeting held with Scentre Group's ("Scentre") CIB Relationship Manager, Michael Davidson ("MD"), CIB's Head of Consumer & Industrials, Nick O'Brien ("NO'B"), and Scentre Group's Group Treasurer, Richard Williams ("RW").

Meeting opened with MD providing an introduction of RW to N'OB. NO'B then explained his role in CIB and involvement in subject matter.

N'OB outlined the situation in relation to the email and attachments provided to Scentre's Jeremy Martin ("JM") earlier this week, and subsequently provided directly to RW today by Westpac given JM is currently on annual leave and had not dealt with the email or on-forwarded it to anyone else within Scentre.

RW advised that upon receipt of the email and attachments earlier today, he has already commenced internal investigations in relation to this matter with other departments within Scentre. He has undertaken to come back to N'OB and/or MD once Scentre Group has completed its investigations.

MyClient link:

[REDACTED]

This email was automatically generated by MyClient.

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Westpac Institutional Bank is a division of Westpac Banking Corporation

Call Report Detail: Project 210...

Call Report Key Information:

Call Report Name Project 2106 WBC Initiated Call	Call Report Date/Time 25/06/2021 01:00 PM
Organisation COLES GROUP LIMITED	Call Type Phone Call
Relationship Name COLES GROUP LIMITED	Video Conference? <input checked="" type="checkbox"/>
Relationship CIS Key 55426100066	
Location	

Call Content - Summary:

Topics Discussed 1 **CIB - Asset Finance**
 Topics Discussed 2
 Topics Discussed 3
 Opportunity Discussed

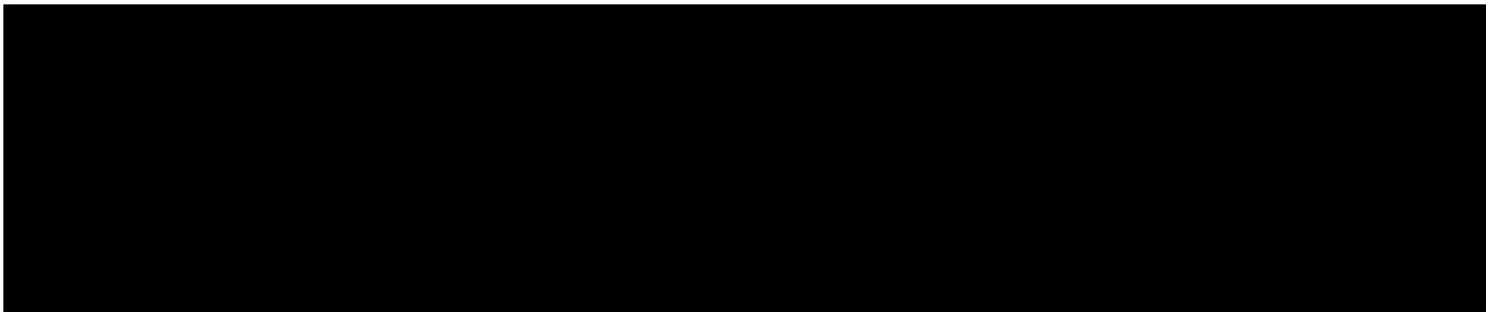
Call Report Management:

Call Report Author David Chapman	Created By David Chapman
Public / Private Private	Send Email <input type="checkbox"/>
Private Record Acceptance <input checked="" type="checkbox"/>	Send Emails To (Only westpac email addresses; separated by semi-colon)
Public / Private - Information Link to Compliance definition of Public / Private options	Last Email Sent

Call Content - Details:

Objectives
 Next Steps
 Row Id **AYHA-6HG20D**

Details - DC and Nick O'Brien had a VC with Shane Healey at Coles regarding the suspected contractual fraud related to Forum Finance and Westpac asset finance financing the receivables of Coles under the suspected fraudulent contracts.
 - SH indicated that he had heard from his management about this following an email which was sent on Wednesday 23/06/2021 at 10:22am Geoff Anderson (Director Asset Finance) to Vinay Parikh (Coles Category Manager - Stores - Procurement Services) and Laura Innes (Coles Treasury Manager - Liquidity & Funding), copying in Peter Deutsch (WIB Head of Asset Finance).
 - NOB confirmed that the suspected fraud is a serious matter in the vicinity of \$5.9m drawn out of \$7m limit.
 - NOB requested Coles maintain confidentiality in order not to tip off Forum.
 - NOB confirmed it has the highest level of management at Westpac on the case and that Westpac is receiving updates and is considering its legal position given developments.
 - SH confirmed he will escalate up the same level and will communicate with his internal legal to brief them and come back to NOB to arrange a further call.



Call Report Attendees

	Last Name	First Name	Work Phone #	Email	Contact Type	Job Title	Primary Booking Location	Primary Product Area	Primary Role
Edit	O'Brien	Nick							
Edit	Chapman	David							
Edit	Healey	Shane							

Authorised Users to View Private Call Report Records

Attachments

Complaints

Open Activities

Completed Activities

Notes

Opportunities



Call Report Detail: Project 210...

Call Report Key Information:

Call Report Name	Project 2106 Call Received	Call Report Date/Time	25/06/2021 02:00 PM
Organisation	COLES GROUP LIMITED	Call Type	Phone Call
Relationship Name	COLES GROUP LIMITED	Video Conference?	<input type="checkbox"/>
Relationship CIS Key	55426100066		
Location			

Call Content - Summary:

Topics Discussed 1 CIB - Asset Finance
 Topics Discussed 2
 Topics Discussed 3
 Opportunity Discussed

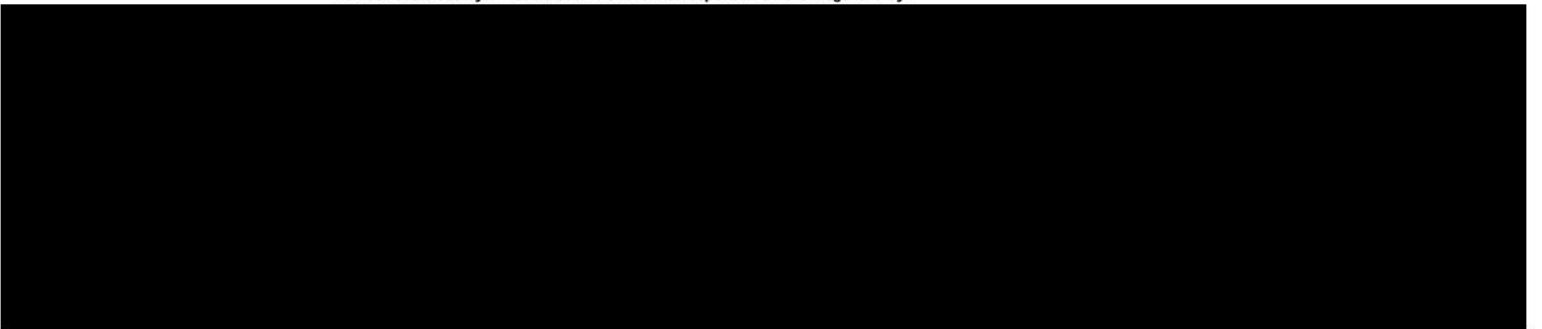
Call Report Management:

Call Report Author	David Chapman	Created By	David Chapman
Public / Private	Private	Send Email	<input type="checkbox"/>
Private Record Acceptance	<input checked="" type="checkbox"/>	Send Emails To (Only westpac email addresses; separated by semi-colon)	
Public / Private - Information	Link to Compliance definition of Public / Private options	Last Email Sent	

Call Content - Details:

Objectives
 Next Steps
 Row Id AYHA-6HHRM9

Details - Following Nick O'Brien and David Chapman call to Shane Healey at 1pm (refer previous call note).
 - At 2pm, Shane Healey called DC to follow up.
 - SH advised that "there is definitely an issue with it as it is not Vinay's signature on the contracts."
 - SH advised that they will come back with a formal response from their legal shortly.



Call Report Attendees

	Last Name	First Name
Edit	Chapman	David
Edit	Healey	Shane

Authorised Users to View Private Call Report Records

Attachments

Complaints

Open Activities

Completed Activities

Notes

Opportunities



From: [REDACTED]
Sent: Saturday, 26 June 2021, 00:05
To: Akhurst, Stuart
Subject: "ALH GROUP PTY LTD" - "General Business" - "Westpac & Orca Waste Digeterss"

This is a private Call Report and it should only be emailed to within the Call Report team.

You have requested the following call report details:

CALL REPORT KEY INFORMATION:
Call Report Name: Westpac & Orca Waste Digeterss
Call Report Date/Time: 06/25/2021
Call Type: Video Conference
Location: Sydney

SALES DETAIL INFORMATION:

Public / Private: Private

Organisation: ALH GROUP PTY LTD

Opportunity:

Call Report Author: Stuart Akhurst

Created By: Stuart Akhurst, 06/26/2021 00:04:15

Others:

TOPICS DISCUSSED:

1: General Business

2:

3:

OBJECTIVES AND NEXT STEPS:

Objectives: Westpac to provide update on potential fraud in relation to P&A Asset Finance Arrangements

Next Steps: Tricia Ho-Hudson to follow up internal review of lease finance contracts with Forum Finance & Eqwe.

Status: Completed

Details:

Conference call between Nick O'Brien, Suzy Collier and Stuart Akhurst (Internal) together with Tricia Ho Hudson (external : Woolworths Treasurer).

Nick outlined that there was concern regarding the validity of a number of contracts entered into with Forum Group. This has relevance given ALH's relationship.

Namely that Westpac suspects that there may be a number of contracts which may be fraudulent relating to the Master Sale of Receivables and Goods Agreement between Eqwe and Forum Finance (MSRGA).

Nick confirmed that Westpac will not seek to recover any costs of any potential loss for any contracts that were unknowingly signed by ALH.

It is estimated that contract value between Forum and ALH is c. \$21m.

Detail was entered into outlining the relationship of Forum being an equipment supplier of Orca equipment which our understanding is that these are utilised primarily in ALH's pubs to break down food waste.

In totality at this juncture, 7 Westpac customers have been identified as potentially being impacted. The percentage of suspected fraud is substantial in each case.

Effectively, Westpac has been sold receivables that don't exist potentially.

At this juncture, we are asking the identified customers to undertake :

- An accelerated review of the contracts
- That there is no contact with Forum until heard further from Westpac

Tricia is going to update her team and respond back to us. A couple of front of mind points from her perspective:

- Ordinarily no issue at c. \$21m value and Westpac not seeking to recover any costs HOWEVER, given Endeavour (ALH within) demerger occurring at 12.01am on Monday morning they are in a heightened sense of disclosure (she is checking internally what their internal view is on this is)
- A different lens would be taken if involves a person from their team (note – that this cannot be ruled out at this juncture)
- Given potential amounts in totality question whether this will be high profile for Westpac and therefore by default they will be caught up and it will be high profile for themselves which comes back to disclosure point above given demerger and IPO.

Separately she has questioned whether the initial reachout by email by Asset Finance on WED to Trevor was appropriate and she stated she could not validate whether Trevor may of spoken with Forum in the intervening period prior to this call.

Post the call, the 2 emails authored by Geoffrey Anderson dd 23/06/2021 at 9.33am and subsequent email (containing payment schedules) at 9.40am (23/06/2021) sent to Trevor Smith (ALH) were provided to Tricia with the below commentary noted by Suzy:

“I have spoken with Geoff Anderson just now and can confirm:

- He spoke briefly with Trevor pre sending out the review contracts;
- He did not at that juncture ask for Forum not to be contacted; nor was there any discussion at all of potential fraud

Further, there was no specific urgency discussed with Trevor. It was a quick call as I understand it. No response to the emails have yet been received.

Trevor was identified as the contact point as he is a signatory on the schedules and Westpac holds an authorisation letter (signed by Bruce Mathieson – dd 28 Sept 2017) on behalf of ALH for Trevor to execute the documents. “

Subsequent to initial conversation, Tricia has advised (22/06/2021 @ 7.22pm):

- I have now briefed Shane Gannon, the EGL CFO, and Steve Harrison, the Group CFO.
- I am sitting tight waiting for their instructions as to what they would like me to do over the weekend, versus next week.

MyClient link: [REDACTED]

[REDACTED]

This email was automatically generated by MyClient.

Confidential communication

Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)

Westpac Institutional Bank is a division of Westpac Banking Corporation

From: [REDACTED]
Sent: Sunday, 27 June 2021 12:24 PM
To: O'Brien, Nicholas
Subject: "WOOLWORTHS GROUP LIMITED" - "Legal/Compliance/Reg" - "Project 2106 Conversation"

This is a private Call Report and it should only be emailed to within the Call Report team.

You have requested the following call report details:

CALL REPORT KEY INFORMATION:

Call Report Name: Project 2106 Conversation Call Report Date/Time: 06/26/2021 Call Type: Phone Call
Location:

SALES DETAIL INFORMATION:

Public / Private: Private
Organisation: WOOLWORTHS GROUP LIMITED
Opportunity:
Call Report Author: Nick O'Brien
Created By: Nick O'Brien, 06/27/2021 12:17:22
Others:

TOPICS DISCUSSED:

1: Legal/Compliance/Reg
2:
3:

OBJECTIVES AND NEXT STEPS:

Objectives:
Next Steps: NOB - diary to receive final feedback from Shane re validity of contracts.
Status: Completed

Details:

Tricia Ho Hudson called me to have a further discussion in regard to the potential fraudulent transactions relating to the ALH leasing facility (\$21.5m) established via a P&A arrangement with Eqwe re goods provided by Forum Finance.

She noted that they had spoken to Trevor Smith who is viewed as a trusted employee, but were not sharing all information with him; to the best of their knowledge the documentation provided by Westpac to them on Wednesday June 25 was fraudulent based on their preliminary analysis. However, they are going to do their own further investigations to make sure that there was no possibility of collusion with any AHL employee as well as to check their payment flow.

Tricia noted that AHL did have 8 waste digester (ORCAs) on their books which was a userpay type arrangement with Forum Finance; this arrangement was believed to be legitimate; Trevor Smith did had a relationship with Forum, which related to this userpay arrangement. However, this appears to have nothing to do with the Westpac "facility"/contracts.

Since the demerger of the Endeavour Group (which includes AHL) is scheduled to occur on Monday June 28, there is a higher level of concern in regard to this situation from a disclosure perspective.

At that point, she dialled in Shane Gannon who is the newly appointed CFO of Endeavour Group; I briefly reviewed the situation with Shane who promised to do a very prompt final review of the contracts to confirm their fraudulent nature.

I also emphasised that we would appreciate if AHL/Endeavour did not engage with Forum directly until further conversations with Westpac were held.

MyClient link:

[REDACTED]

This email was automatically generated by MyClient.

Confidential communication
Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)
Westpac Institutional Bank is a division of Westpac Banking Corporation

From: Shane Gannon [REDACTED]

Sent: Saturday, 26 June 2021 1:35 PM

To: O'Brien, Nicholas [REDACTED]

Cc: Bruce Matheison jnr [REDACTED]

Subject: Fwd: Westpac and Orca waste digesters

Nick, thanks for your time earlier today. Please see below, email from Trevor Smith, ALH's National Food Manager, stating his position regarding particular documents provided by Westpac. Also, based on my preliminary discussions with Bruce Matieson, CEO-ALH Group, we are unable to substantiate the validity of the documents as presented (below) by Westpac.

Please let me know if you require any further information, at this stage.

Shane

Shane Gannon
Chief Financial Officer

Creating a more sociable future together

[Redacted]

Make flexibility work. If you receive an email from me outside of normal business hours, I am sending it at a time that suits me. I'm not expecting you to read or reply until normal business hours.

----- Forwarded message -----

From: Trevor Smith [Redacted]
Date: Sat, 26 Jun 2021 at 12:47
Subject: Fwd: Westpac and Orca waste digesters
To: [Redacted]
Cc: Bruce Matheison jnr [Redacted]

Hi Shane

In reference to the attached documents and as discussed I have never sighted or seen the attached documents prior to the email I received from Geoff Anderson on the 23rd June 2021, the signature is definitely not mine and the title on the documents is not mine. Let me know if I can be of further assistance.

THIS PAYMENT SCHEDULE IS A TAX INVOICE

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	ALH GROUP PTY LTD	Supplier	FORUM FINANCE PTY LTD
By	[Signature]	By	[Signature]
Print Name	TREVOR SMITH	Name	BILL PAPAS
Title	COO	Title	MD

Kind Regards,

**Trevor Smith | National Food Manager
Australian Leisure and Hospitality Group Pty Ltd**



Level 2 / 10 Yarra Street, South Yarra, Victoria, 3141

[Redacted]

W: www.alhgroup.com.au

----- Forwarded message -----

From: Trevor Smith [Redacted]
Date: Sat, 26 Jun 2021 at 10:44
Subject: Fwd: Westpac and Orca waste digesters
To: Bruce Matheison jnr [Redacted]

Bruce & Shane

This is the second email I received and what is of concern is I have never seen these documents before and It is not my signature on them.... As stated today we do not lease the machines we only pay per KG of food waste that we place into the machines to digest. There has never been any install cost either.

THIS PAYMENT SCHEDULE IS A TAX INVOICE

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	ALH GROUP PTY LTD	Supplier	FORUM FINANCE PTY LTD
By		By	
Print Name	TREVOR SMITH	Name	BILL PAPAS
Title	COO	Title	MD

Kind Regards,

**Trevor Smith | National Food Manager
Australian Leisure and Hospitality Group Pty Ltd**



Level 2 / 10 Yarra Street, South Yarra, Victoria, 3141

[Redacted address line]

W: www.alhgroup.com.au

----- Forwarded message -----

From: Anderson, Geoffrey [Redacted]

Date: Wed, 23 Jun 2021 at 09:34

Subject: Westpac and Orca waste digesters

To: [Redacted]

Cc: Deutsch, Peter [Redacted] Collier, Suzy [Redacted]

Dear Trevor,

I refer to the various "Payment Schedules" you entered into pursuant to the BHO Finance (now Eqwe) /Forum Finance programme, where as you know, Westpac purchased the receivables pursuant to the contracts in place between Westpac, Eqwe Pty Ltd (formerly named BHO Funding Pty Ltd) (Eqwe) and Forum Finance Pty Ltd (Forum Finance). As and when each Payment Schedule agreement was entered into, clause 4.1.3 of the Master Sale of

Receivables and Goods Agreement between Eqwe and Forum Finance (**MSRGA**) requires Forum Finance to direct you (as the Customer) to pay all purchased receivables into the 'Purchaser's Account', namely a bank account held with Westpac into which you were to make the scheduled payments.

It has recently come to Westpac's attention that the scheduled payments may not have been paid into the Westpac bank account as required under the MSRGA. We write to you as the disclosed principal and attorney of Eqwe under the Principal & Agency Agreement between Eqwe and Westpac, and as the principal and attorney of Forum Finance under the MSRGA.

So as to avoid any doubt, I have set out the details of that Westpac bank account hereunder and would be grateful if you could ensure that all payments under the BHO Finance (Eqwe)/Forum Finance programme are made into that account, in accordance with the MSRGA.

Name: Eqwe Pty Limited

BSB: 032 298

Account no: 455 353

For internal review purposes, we are undertaking a reconciliation of the individual Payment Schedules you have in this programme and with that in mind, we have attached a copy of the Payment Schedules that are currently in place and we seek your confirmation that these match up to your own records. If there are discrepancies, please let us know.

I will be separate email send a second email to you in relation to Payment Schedules entered into this year

Please let me know if you have any queries, or would like to discuss the above matters.

Regards

Geoff

Geoff Anderson

Director, Asset Finance

Westpac Institutional Bank

Level 30, 275 Kent Street, Sydney, 2000
[REDACTED]



From: Trevor Smith [REDACTED]
Sent: Tuesday, 22 June 2021 3:46 PM
To: Anderson, Geoffrey [REDACTED]
Subject: Re: Westpac and Orca waste digesters

Hi Geoff

Feel free to call me on [REDACTED]

Kind Regards,

Trevor Smith | National Food Manager

Australian Leisure and Hospitality Group Pty Ltd



Level 2 / 10 Yarra Street, South Yarra, Victoria, 3141
[REDACTED]
[REDACTED]

W: www.alhgroup.com.au

On Mon, 21 Jun 2021 at 11:15, Anderson, Geoffrey [REDACTED] wrote:

Hi Trevor,

By way of introduction I work for Westpac and in particular manage the relationship we have with the Forum Group / Ugis in relation to the Orca waste digesters.

Would you be available today to have a 15 minute discussion on the program?

Thanks

Geoff

Geoff Anderson

Director, Asset Finance

Westpac Institutional Bank

Level 30, 275 Kent Street, Sydney, 2000



Confidential communication

Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)

Westpac Institutional Bank is a division of Westpac Banking Corporation

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5 September 2018

Trevor Smith - COO
ALH Group Pty Ltd
ABN 68 098 212 134.
Level 2, 10 Yarra Street,
South Melbourne, VIC, 3141.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Trevor,

Referring to your Payment Schedule dated 28 August 2018 entered into thereunder between ALH Group Pty Ltd and Forum Finance Pty Limited, we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, BHD Leasing Pty Limited ACN 154 478 707 (who is acting as agent for Westpac Institutional Bank) ("**BHD**"):

Payments

As shown in Table A to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHD:

Bank : Westpac Bank
Branch : 032 298
A/C No : 403 174
A/C Name: BHD Leasing Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Bill Papas".

Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney. NSW 2060

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 ALH GROUP PTY LTD
 Trading Name _____ ABN 68 098 212 134
 Address Level 2, 10 Yarra Street, South Melbourne VIC Postcode 3141

This is a Payment Schedule dated 28/8/18 ("Schedule") by and between Forum Finance Pty Ltd. (**Supplier**) and ALH GROUP 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
ORCA Organic Waste Digestors	refer to Annexure (A)

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
1 September 2018	\$20,900.00	\$2,090.00	\$22,990.00
59 subsequent payments	\$20,900.00	\$2,090.00	\$22,990.00
		Product Price	\$1,379,400.00

Payment Schedule

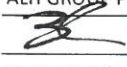

Product Price and Payment Terms, Cont...

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	ALH GROUP PTY LTD	Supplier	Forum Finance Pty Ltd
By		By	
Print Name	Trevor Smith	Name	<i>TAS BARKS</i>
Title	COO	Title	<i>SALES DIRECTOR</i>

Annexure A

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.

Want to know more?
Let's Talk

p. 1300 036 786
e. info@forumgroup.com.au
—
forumgroup.com.au **196**

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 ALH GROUP PTY LTD Pty Limited _____
 Trading Name _____ ABN 68 098 212 134
 Address Level 2, 10 Yarra Street, South Melbourne VIC Postcode 3141

Payment Schedule

Payment Schedule dated on between Supplier and Customer.

Date of Acceptance of Delivery

Date 23/5/2018 2018

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 _____

Signed by Customer	
Authorised Signature: 	Name (print): Trevor Smith
	Title: COO
In the presence of: Signature of witness: 	Name (print): <u>TOS PARAS</u>
	Title: <u>SALES DIRECTOR</u>

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 LIMITED
 Trading Name _____ ABN 153 301 172
 Address LVL 5, 141 WALKER ST, NORTH SYDNEY Postcode 2060

Customer Details

Customer Name ALH GROUP PTY LTD Pty Limited _____
 Trading Name _____ ABN 68 098 212 134
 Address Level 2, 10 Yarra Street, South Yarra VIC Postcode 3141

Payment Schedule

Payment Schedule dated on between Supplier and Customer.

Date of Acceptance of Delivery

Date 13th SEPTEMBER 2018

Products

As described in the Payment Schedule.

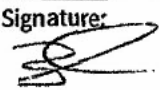

Product price

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 _____

Signed by Customer	
Authorised Signature: 	Name (print): <u>TREVOR SMITH</u>
	Title: <u>COO</u>
In the presence of: Signature of witness: 	Name (print): <u>TAS PAPAS</u>
	Title: <u>GM SALES</u>



Agreement To. _____

Agreement No. _____

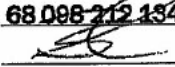
Equipment

Product Description	Serial No.	Location Address
ORCA OG50	OG50 1254EA	152 Semaphore Road, Exeter SA 5019
ORCA OG50	OG50 1365EA	130 Martins Road, Parafield Gardens SA
ORCA OG50	OG50 1476EA	560 Main North Road, Blair Athol SA 5085
ORCA OG50	OG50 1587EA	46 James Street, Yeppoon Queensland, 4703
ORCA OG50	OG50 1698EA	123 Carlisle Street, St Kilda VIC, 3183
ORCA OG50	OG50 1809EA	Cnr Corrigan Rd & Princes Hwy, Noble Park, VIC
ORCA OG50	OG50 1920EA	Cnr Springvale Rd & Wells Rd, Cheslea Heights, VIC
ORCA OG25	OG25 3002EA	1130 Burwood Highway, Ferntree Gully VIC 3156
ORCA OG25	OG25 3015EA	856-868 Heatherton Rd, Springvale, VIC
ORCA OG25	OG25 3028EA	1208 Burwood Highway, Upper Ferntree Gully VIC 3156
ORCA OG25	OG25 3041EA	Cnr York & Swansea Rds, Mt Evelyn
ORCA OG25	OG25 3054EA	71 Hall Road Carrum Downs Victoria 3201, Australia
ORCA OG25	OG25 3067EA	Cnr Springvale Rd & Hutton Rd, Keysborough, VIC
ORCA OG25	OG25 3080EA	855 Doncaster Road, Doncaster VIC 3108
ORCA OG25	OG25 3043EA	1 Thompsons Road, Bulleen VIC 3105
ORCA OG25	OG25 3116EA	152 Harris St (Cnr Harris & Union Sts)
ORCA OG25	OG25 3189EA	5 Frenchs Forest Road East, Frenchs Forest
ORCA OG25	OG25 3162EA	152 Semaphore Road, Exeter SA 5019
ORCA OG25	OG25 3093EA	130 Martins Road, Parafield Gardens SA
ORCA OG25	OG25 3106EA	560 Main North Road, Blair Athol SA 5085
ORCA OG25	OG25 3119EA	10 Park Terrace, Salisbury SA 5108
ORCA OG25	OG25 3132EA	152 Semaphore Road, Exeter SA 5019
ORCA OG25	OG25 3145EA	27-29 Ebenezer Place, Adelaide, SA, 5000
ORCA OG25	OG25 3158EA	172 Richmond Road, Marleston SA
ORCA OG25	OG25 3171EA	33 Main North Road, Willaston, SA, 5118
ORCA OG25	OG25 3184EA	19 Mary Street, Noosaville QLD, 4566
ORCA OG25	OG25 3197EA	27-29 Ebenezer Place, Adelaide, SA, 5000
ORCA OG15	OG15 1527EA	Cnr York & Swansea Rds, Mt Evelyn
ORCA OG15	OG15 1600EA	Cnr Trafalgar & West St, Umina, NSW
ORCA OG15	OG15 1673EA	71 The Corso, Manly NSW 2095
ORCA OG15	OG15 1746EA	Childs Road, Lalor Victoria 3075
ORCA OG15	OG15 1819EA	Barry Road, Campbellfield VIC 3061
ORCA OG15	OG15 1892EA	46 James Street, Yeppoon Queensland, 4703
ORCA OG15	OG15 1810EA	123 Carlisle Street, St Kilda VIC, 3183
ORCA OG15	OG15 1728EA	Cnr Corrigan Rd & Princes Hwy, Noble Park, VIC
ORCA OG15	OG15 1646EA	Cnr Springvale Rd & Wells Rd, Cheslea Heights, VIC
ORCA OG15	OG15 1564EA	1 Loch Street, Cranbourne VIC, 3977
ORCA OG15	OG15 1482EA	71 Hall Road Carrum Downs Victoria 3201, Australia
ORCA OG15	OG15 1888EA	Cnr Springvale Rd & Hutton Rd, Keysborough, VIC

Customer's Signature

Signed for and on behalf of: ALH Group Pty Ltd

ABN: 68 098 212 134

Signature: 

Name of Signatory: TREVOR SMITH

Title of Signatory: COO Date: 13/9/18



Your business. Just better.

THIS PAYMENT SCHEDULE IS A TAX INVOICE

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 ALH GROUP PTY LTD
 Trading Name _____ ABN 68 098 212 134
 Address Level 2, 10 Yarra Street, South Yarra VIC Postcode 3141

This is a Payment Schedule dated 13TH SEPTEMBER ("Schedule") by and between Forum Finance Pty Ltd. (**Supplier**) and ALH GROUP 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
REFER TO ANNEXURE (A)	

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
15TH SEPTEMBER 2018	\$38,960.00	\$3,896.00	\$42,856.00
59 SUBSEQUENT PAYMENTS	\$38,960.00	\$3,896.00	\$42,856.00
		Product Price	\$2,571,360.00


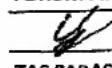
Payment Schedule

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	ALH GROUP PTY LTD	Supplier	FORUM FINANCE PTY LTD
By		By	
Print Name	TREVOR SMITH	Name	TAS PAPAS
Title	COO	Title	GM SALES

Annexure A

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* (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.

Want to know more?
Let's Talk

1-800-135788
info@diamond.com.au
diamond.com.au



18 September 2018

Trevor Smith - COO
ALH Group Pty Ltd
ABN 68 098 212 134.
Level 2, 10 Yarra Street,
South Melbourne, VIC, 3141.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Trevor,

Referring to your Payment Schedule dated 13 September 2018 entered into thereunder between ALH Group Pty Ltd and Forum Finance Pty Limited, we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, BHD Leasing Pty Limited ACN 154 478 707 (who is acting as agent for Westpac Institutional Bank) ("**BHD**"):

Payments

As shown in Table A to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHD:

Bank : Westpac Bank
Branch : 032 298
A/C No : 403 174
A/C Name: BHD Leasing Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Bill Papas", written over a horizontal line.

Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney. NSW 2060

TABLE A

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
15TH SEPTEMBER 2018	\$38,960.00	\$3,896.00	\$42,856.00
59 SUBSEQUENT PAYMENTS	\$38,960.00	\$3,896.00	\$42,856.00
		Product Price	\$2,571,360.00

ANNEXURE A



People & Technology. Together.

Annexure (A)

Agreement To: _____ Agreement No. _____

Equipment

Product Description	Serial No.	Location Address
ORCA OG50	OG50 1254EA	152 Semaphore Road, Exeter SA 5019
ORCA OG50	OG50 1365EA	130 Martins Road, Parafield Gardens SA
ORCA OG50	OG50 1476EA	560 Main North Road, Blair Athol SA 5085
ORCA OG50	OG50 1587EA	46 James Street, Yeppoon Queensland, 4703
ORCA OG50	OG50 1698EA	123 Carlisle Street, St Kilda VIC, 3183
ORCA OG50	OG50 1809EA	Cnr Corrigan Rd & Princess Hwy, Noble Park, VIC
ORCA OG50	OG50 1920EA	Cnr Springvale Rd & Wells Rd, Cheslea Heights, VIC
ORCA OG25	OG25 3002EA	1130 Burwood Highway, Ferntree Gully VIC 3156
ORCA OG25	OG25 3015EA	856-868 Heatherton Rd, Springvale, VIC
ORCA OG25	OG25 3028EA	1208 Burwood Highway, Upper Ferntree Gully VIC 3156
ORCA OG25	OG25 3041EA	Cnr York & Swansea Rds, Mt Evelyn
ORCA OG25	OG25 3054EA	71 Hall Road Carrum Downs Victoria 3201, Australia
ORCA OG25	OG25 3067EA	Cnr Springvale Rd & Hutton Rd, Keysborough, VIC
ORCA OG25	OG25 3080EA	865 Doncaster Road, Doncaster VIC 3108
ORCA OG25	OG25 3043EA	1 Thompsons Road, Bullen VIC 3105
ORCA OG25	OG25 3116EA	152 Harris St (Cnr Harris & Union Sts)
ORCA OG25	OG25 3189EA	5 Frenchs Forest Road East, Frenchs Forest
ORCA OG25	OG25 3162EA	152 Semaphore Road, Exeter SA 5019
ORCA OG25	OG25 3093EA	130 Martins Road, Parafield Gardens SA
ORCA OG25	OG25 3109EA	560 Main North Road, Blair Athol SA 5085
ORCA OG25	OG25 3119EA	10 Park Terrace, Salisbury SA 5108
ORCA OG25	OG25 3132EA	152 Semaphore Road, Exeter SA 5019
ORCA OG25	OG25 3145EA	27-29 Ebenezer Place, Adelaide, SA, 5000
ORCA OG25	OG25 3158EA	172 Richmond Road, Marleston SA
ORCA OG25	OG25 3171EA	33 Main North Road, Willaston, SA, 5118
ORCA OG25	OG25 3184EA	19 Mary Street, Noosaville QLD, 4566
ORCA OG25	OG25 3197EA	27-29 Ebenezer Place, Adelaide, SA, 5000
ORCA OG15	OG15 1527EA	Cnr York & Swansea Rds, Mt Evelyn
ORCA OG15	OG15 1600EA	Cnr Trafalgar & West St, Umina, NSW
ORCA OG15	OG15 1673EA	71 The Corso, Manly NSW 2095
ORCA OG15	OG15 1746EA	Childs Road, Lalor Victoria 3075
ORCA OG15	OG15 1819EA	Barry Road, Campbellfield VIC 3061
ORCA OG15	OG15 1892EA	46 James Street, Yeppoon Queensland, 4703
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ORCA OG15	OG15 1728EA	Cnr Corrigan Rd & Princess Hwy, Noble Park, VIC
ORCA OG15	OG15 1648EA	Cnr Springvale Rd & Wells Rd, Cheslea Heights, VIC
ORCA OG15	OG15 1564EA	1 Loch Street, Cranbourne VIC, 3977
ORCA OG15	OG15 1482EA	71 Hall Road Carrum Downs Victoria 3201, Australia
ORCA OG15	OG15 1688EA	Cnr Springvale Rd & Hutton Rd, Keysborough, VIC

Customer's Signature

Signed for and on behalf of: ALH Group Pty Ltd
 ABN: 68 098 212 134
 Signature: _____
 Name of Signatory: TREVOR SMITH
 Title of Signatory: COO Date: 13/9/18



19 October 2018

Trevor Smith - COO
ALH Group Pty Ltd
ABN 68 098 212 134.
Level 2, 10 Yarra Street,
South Melbourne, VIC, 3141.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Trevor,

Referring to your Payment Schedule dated 15 October 2018 entered into thereunder between ALH Group Pty Ltd and Forum Finance Pty Limited, we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, BHD Leasing Pty Limited ACN 154 478 707 (who is acting as agent for Westpac Institutional Bank) ("**BHD**"):

Payments

As shown in Table B to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHD:

Bank : Westpac Bank
Branch : 032 298
A/C No : 403 174
A/C Name: BHD Leasing Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Bill Papas", written over a horizontal line.

Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney. NSW 2060

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 ALH GROUP PTY LTD

Trading Name _____ ABN 68 098 212 134

Address Level 2, 10 Yarra Street, South Yarra VIC Postcode 3141

This is a Payment Schedule dated 15th OCTOBER 2018 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and ALH GROUP 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
Refer to Annexure (A)	

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
1st November	\$39,900.00	\$3,990.00	\$43,890.00
59 Subsequent Payments	\$39,990.00	\$3,990.00	\$43,890.00
		Product Price	\$2,633,400.00

Payment Schedule

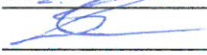

Product Price and Payment Terms, Cont...

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	<u>ALH GROUP PTY LTD</u>	Supplier	<u>FORUM FINANCE PTY LTD</u>
By	<u></u>	By	<u></u>
Print Name	<u>TREVOR SMITH</u>	Name	<u>BILL PAPAS</u>
Title	<u>COO</u>	Title	<u>MD</u>

Annexure A

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.

Want to know more?
 Let's Talk

p. 1300 036 786
 e. info@forumgroup.com.au

forumgroup.com.au
 209

Supplier Details

Customer Name FORUM FINANCE PTY LIMITED

Trading Name _____ ABN 68 098 212 134

Address LVL 5, 141 WALKER ST, NORTH SYDNEY Postcode 2060

Customer Details

Customer Name ALH GROUP PTY LTD Pty Limited _____

Trading Name _____ ABN 68 098 212 134

Address Level 2, 10 Yarra Street, South Yarra VIC Postcode 3141

Payment Schedule

Payment Schedule dated on between Supplier and Customer.

Date of Acceptance of Delivery

Date 15th OCTOBER 2018

Products

As described in the Payment Schedule.


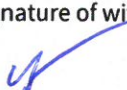
Product price

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 _____

Signed by Customer	
Authorised Signature: 	Name (print): TREVOR SMITH
	Title: COO
In the presence of: Signature of witness: 	Name (print): TAS PAPAS
	Title: GM SALES

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 ALH GROUP PTY LTD

Trading Name _____ ABN 68 098 212 134

Address Level 2, 10 Yarra Street, South Yarra VIC Postcode 3141

This is a Payment Schedule dated 5th DECEMBER 2018 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and ALH GROUP 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
Refer to Annexure (A)	

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
1st JANUARY 2019	\$29,300.00	\$2,930.00	\$32,230.00
59 Subsequent Payments	\$29,300.00	\$2,930.00	\$32,230.00
		Product Price	\$1,933,800.00

Payment Schedule

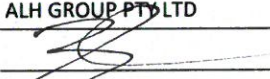
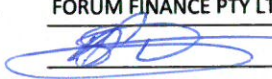
Product Price and Payment Terms, Cont...

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	ALH GROUP PTY LTD	Supplier	FORUM FINANCE PTY LTD
By		By	
Print Name	TREVOR SMITH	Name	BILL PAPAS
Title	COO	Title	MD

Annexure A

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 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.

Supplier Details

Customer Name FORUM FINANCE PTY LIMITED

Trading Name _____ ABN 68 098 212 134

Address LVL 5, 141 WALKER ST, NORTH SYDNEY Postcode 2060

Customer Details

Pty Limited _____

Customer Name ALH GROUP PTY LTD

Trading Name _____ ABN 68 098 212 134

Address Level 2, 10 Yarra Street, South Yarra VIC Postcode 3141

Payment Schedule

Payment Schedule dated on between Supplier and Customer.

Date of Acceptance of Delivery

Date 5th DECEMBER 2018

Products

As described in the Payment Schedule.

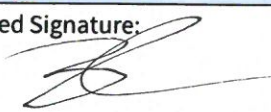

Product price

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 _____

Signed by Customer	
Authorised Signature: 	Name (print): TREVOR SMITH
	Title: COO
In the presence of: Signature of witness: 	Name (print): TAS PAPAS
	Title: ORCA GM SALES



14 December 2018

Trevor Smith - COO
ALH Group Pty Ltd
ABN 68 098 212 134.
Level 2, 10 Yarra Street,
South Melbourne, VIC, 3141.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Trevor,

Referring to your Payment Schedule dated 5 December 2018 entered into thereunder between ALH Group Pty Ltd and Forum Finance Pty Limited, we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, BHD Leasing Pty Limited ACN 154 478 707 (who is acting as agent for Westpac Institutional Bank) ("**BHD**"):

Payments

As shown in Table B to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHD:

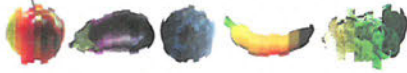
Bank : Westpac Bank
Branch : 032 298
A/C No : 403 174
A/C Name: BHD Leasing Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Bill Papas". The signature is fluid and cursive.

Bill Papas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney. NSW 2060



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 ALH GROUP PTY LTD

Trading Name _____ ABN 68 098 212 134

Address Level 2, 10 Yarra Street, South Melbourne VIC Postcode 3141

This is a Payment Schedule dated 13 June 2019 ("**Schedule**") by and between Forum Finance Pty Ltd. (**Supplier**) and ALH GROUP 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
ORCA Organic Waste Digestors	refer to Annexure (A)

Product Price and Payment Terms (Table B)

Date	Installment Amount	GST	Amount Inc GST
17 June 2019	\$94,500.00	\$9,450.00	\$103,950.00
59 Subsequent Payments	\$94,500.00	\$9,450.00	\$103,950.00
		Product Price	\$6,237,000.00

Payment Schedule

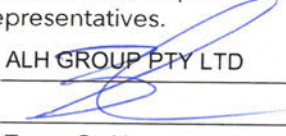
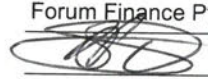
Product Price and Payment Terms, Cont...

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	ALH GROUP PTY LTD	Supplier	Forum Finance Pty Ltd
By		By	
Print Name	Trevor Smith	Name	Bill Papas
Title	COO	Title	CEO



Agreement To. _____

Agreement No. _____

Equipment

Product Description	Serial No.	Location Address
ORCA OG50	OG502012	162-168 Nicholson Street, Footscray, VIC 3011
ORCA OG50	OG502013	1 High Street, Berwick, VIC 3806
ORCA OG50	OG502015	1216 Howitt Street Wendouree VIC 3355
ORCA OG25	OG25YX-2801300	1 Cramer Street, Preston, VIC 072
ORCA OG50	OG502051	297 Diagnol Rd, Oaklands Park SA5046
ORCA OG50	OG502052	135 Esplanade (Cnr Jetty Rd) Brighton SA 5048
ORCA OG50	OG502053	172 Richmond Rd, Marleston SA 5033
ORCA OG25	OG25YX-2801240	The Christie Way, Aberfoyle Park SA 5159
ORCA OG25	OG25YX-2801241	Main South Rd, O'Halloran Hill, SA 5158
ORCA OG25	OG25YX-2801242	221 Esplanade, Seacliff SA5049
ORCA OG100	OG1000284E	1 Willoughby Rd, Crows Nest NSW 2065
ORCA OG100	OG1000285E	37 Broughton St, Milsons Point NSW 2061
ORCA OG100	OG1000286E	2 Bourke St, Woolloomooloo NSW 2011
ORCA OG100	OG1000287E	152 Harris St, Pyrmont NSW 2009
ORCA OG100	OG1000288E	1 Lackey St, Summer Hill NSW 2130
ORCA OG100	OG1000289E	71 The Corso, Manly NSW 2095
ORCA OG50	OG501219E	1 Harvey Rd Clinton QLD 4680
ORCA OG50	OG501220E	189 Victoria St Mackay QLD 4740
ORCA OG50	OG501221E	1209 Riverway Dr Rasmussen QLD 4815
ORCA OG50	OG501222E	34 High Range Dr Condon QLD 4815
ORCA OG50	OG501223E	222 Ross River Rd Aitkenvale QLD 4814
ORCA OG50	OG501224E	310 Bayswater Rd Garbutt QLD 4814
ORCA OG50	OG501225E	154 Thuringowa Dr Townsville QLD 4817
ORCA OG50	OG501226E	88-90 Queen St Ayr QLD 4807
ORCA OG50	OG501411	Macquarie Inn, Cnr Whellers Ln & Birch Ave, Dubbo NSW 2830
ORCA OG50	OG501412	Archer Hotel, Cnr Princes Hwy & Kalandar St, Nowra NSW 2541
ORCA OG50	OG501413	Greenhouse Tavern, Cnr Pacific Hwy & Bray St, Coffs Harbour NSW 2450
ORCA OG50	OG501414	Jewells Tavern, 73 Ntaba Rd, Jewells NSW 2280
ORCA OG50	OG501415	Balgownie Hotel, 141 Balgownie Rd, Balgownie NSW 2519
ORCA OG50	OG501416	Toongabbie Hotel, 15 Aurelia St, Toongabbie NSW 2146
ORCA OG50	OG501417	Charles Hotel, 98 Princes Hwy, Fairy Meadow NSW 2519
ORCA OG50	OG503570EA	1260 Pittwater Rd, Narrabeen, NSW 2101
ORCA OG50	OG503602EA	Lot 4, Wongaling Beach Road, Mission Beach QLD 4852
ORCA OG50	OG503634EA	1154 Sandgate Rd, Nundah, QLD 4012
ORCA OG25	OG251098EA	Golden Grove, South Australia, SA
ORCA OG25	OG251000EA	33 Main North Road, Willaston SA 5118
ORCA OG25	OG251002EA	Elizabeth City Centre, Elizabeth SA
ORCA OG25	OG251004EA	2 Gawler Street, Salisbury SA 5118
ORCA OG25	OG251006EA	130 Martins Road, Parafield Garden, SA 5107
ORCA OG25	OG251008EA	10 Park Terrace, Salisbury SA 5108
ORCA OG50	OG50YX-2805112	249 Mamre Rd, St Clair, NSW 2759
ORCA OG50	OG50YX-2805123	Cnr Maxwell & The Northern, Penrith, NSW 2750
ORCA OG50	OG50YX-2805125	186 Smith St, Penrith, NSW 2750
ORCA OG50	OG50YX-2805129	12 Great Western Hwy, Colyton, NSW 2760
ORCA OG50	OG50YX-2805132	80 Blacktown Rd, Blacktown, NSW 2148
ORCA OG50	OG50YX-2805134	15 Aurelia St, Toongabbie, NSW 2146
ORCA OG50	OG50YX-2805138	378 Victoria Rd (cnr Victoria & Park Rds), Rydalmere, NSW 2116
ORCA OG50	OG50YX-2805140	Cnr Merriville Rd & Windsor Rd, Kellyville Ridge, NSW 2155
ORCA OG25	OG25YX-2704778	Cnr Heatherdale & Canterbury Rd's, Ringwood VIC 3134

Agreement To. _____

Agreement No. _____

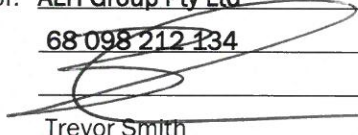
Equipment

ORCA OG25	OG25YX-2793222	1130 Burwood Road, Ferntree Gully VIC 3156
ORCA OG25	OG25YX-2776354	2077 Dandenong Rd, Clayton VIC 3168
ORCA OG25	OG25YX-2753275	Cnr Springvale & Ferntree Gully Rd's, Mulgrave VIC 3170
ORCA OG25	OG25YX-2753370	780 Mountain Hwy, Bayswater VIC 3153
ORCA OG50	OG0502006	1 Willoghby Rd, Crows Nest NSW 2065
ORCA OG50	OG0502008	37 Broughton St, Kirribilli NSW 2061
ORCA OG50	OG0502009	80 Blacktown Rd, Blacktown NSW 2148
ORCA OG50	OG0502010	25 Victoria Ave, Castle Hill NSW 2154
ORCA OG25	OG25YX-2801225	Cnr Trafalgar & West St, Umina NSW 2257
ORCA OG25	OG25YX-2801229	73 Ntaba Rd, Jewells NSW 2280
ORCA OG25	OG25YX-2801231	12 Great Western Hwy, Colyton NSW 2760
ORCA OG25	OG25YX-2801232	249 Mamre Rd, St Claire NSW 2759

Customer's Signature

Signed for and on behalf of: ALH Group Pty Ltd

ABN: 68 098 212 134

Signature: 

Name of Signatory: Trevor Smith

Title of Signatory: COO Date: 13.6.19

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.
- 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.

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 ALH GROUP PTY LTD
Trading Name _____ ABN 68 098 212 134
Address Level 2, 10 Yarra Street, South Melbourne VIC Postcode 3141

Payment Schedule

Payment Schedule dated on between Supplier and Customer.

Date of Acceptance of Delivery

Date 13 June 2019

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 13 June 19

Signed by Customer	
Authorised Signature: 	Name (print): Trevor Smith
	Title: COO
In the presence of: Signature of witness: 	Name (print): <u>TAS PAPAS</u>
	Title: <u>SALES GM</u>



25 June 2019

Trevor Smith - COO
ALH Group Pty Ltd
ABN 68 098 212 134.
Level 2, 10 Yarra Street,
South Melbourne, VIC, 3141.

TRANSFER OF RIGHTS AND TITLE TO THE PAYMENTS AND GOODS

Dear Trevor,

Referring to your Payment Schedule dated 13 June 2019 entered into thereunder between ALH Group Pty Ltd and Forum Finance Pty Limited, we hereby give you notice, that we have unconditionally and absolutely transferred full legal and beneficial title to and right and interest in the Payment Schedule, including the payments and goods specified below ("**Purchased Assets**") to a third party financier, BHD Leasing Pty Limited ACN 154 478 707 (who is acting as agent for Westpac Institutional Bank) ("**BHD**"):

Payments

As shown in Table B to the Payment Schedule

Goods

As per Annexure A of the Payment Schedule

You are hereby directed to make all payments due or to become due from you under the Payment Schedule to the following account until further notice from BHD:

Bank : Westpac Bank
Branch : 032 298
A/C No : 403 174
A/C Name: BHD Leasing Pty Limited

For further information, please contact me or Luke Price at BHO Finance (02 9966 4077).

Yours faithfully,

A handwritten signature in black ink, appearing to read "Bill Pappas". The signature is stylized and cursive.

Bill Pappas
For and behalf of
Forum Finance Pty Limited:
Level 5, 141 Walker Street
North Sydney. NSW 2060

From: Dundovic, Natalie [REDACTED]
Sent: Saturday, 26 June 2021 10:10 AM
To: O'Brien, Nicholas [REDACTED]
Subject: Call Report: Project Sensitive

Call Report:

Confirmed attendees who virtually met:

VEOLIA

- Arthur Legrand (Finance at Veolia)
- Jane Sandilands (Chief Legal Officer, Veolia)
- Preet Brar (previous CFO, Veolia)
- Tony Roderick (Chief Operating Officer, Veolia; new CFO)

WESTPAC

- Peter Deutsch
- Alastair Welsh
- Geoff Anderson
- Natalie Dundovic
- Nick O'Brien

Purpose of Meeting: Sensitive Project Discussion.

Key Discussion Points (30 minute meeting from 1.30pm to 2.35pm on 25 June 2021).

- Veolia team introduced themselves and then Nick O'Brien provided an introduction to the Westpac team noting that this is a sensitive matter and treated with Confidentiality. Nick then gave a rundown of the background of the situation based on the script provided by Westpac legal/communications. Veolia advised that they only considered \$12m of contracts with Forum were legitimate, but potentially they were under a different arrangement to the Westpac receivables – they would provide their documentation for our review; if this is the case, then the potential for the fraud on the Westpac Australia arrangements could go to 100% of the contract value. Veolia noted that there were only around 235 Oricas in operation at the moment
- Preet Brar Q: has Westpac spoken to the Police or is this an internal investigation? Response Nick O'Brien: at this stage it is an internal investigation but keeping our options open about who will be involved.
- Tony Roderick: Q: Are there any other parties involved? Response from Al Welsh: There are approximately 10 customers involved – all large corporates.
- Preet Brar Q: In relation to payment schedules emanating from Australia and NZ – is this issue emanating further than Australia and NZ? Response from Nick O'Brien: To the best of our knowledge, No. There is also an issue in NZ.
- Preet Brar Q: How far does our relationship go with Forum go? Westpac Response from Peter Deutsch is early 2018. Preet added that Forum have alleged operations in Greece (energy efficient street lighting).
- Jane Sandlilands: we were contacted by Miller Thompson (Canadian legal) advising that ORCA's rights were limited to spare parts which is now being investigated out of Canada. Apparently, Forum's licence to sell Orca machines was terminated in March 2020; Veolia will provide us with the paperwork from the Canadian law firm.
- Nick O'Brien Q: What percentage of ORCA equipment did Veolia anticipate on acquiring in FY21 – Tony Roderick response is ZERO anticipated; as he did not like the contracts and wanted to cancel the contract anyway. Were negotiating how they would "potentially exit" the contracts. He did not believe that they made "any money" on the contracts.
- Alastair Welsh Q: what is the timing of verifying the legitimate contracts you should have raised? We are interested in the legitimate payment scheduled that go with the invoices. Response from Preet Brar is that this is unknown and will look into. Other feedback provided by Jane Sandilands.
 - ORCA: Veolia should have had zero activity with them in NZ.
 - Had previously worked with 'NoTouch'.
 - Contracting was with UGIS not FORUM.
 - Veolia had two meetings with Bill Papas from Forum – no relationship claimed with Eqwe/BHO.
- Peter Deutsch Q: Is it possible to ascertain to provide a legitimate contract to WBC but not won by WBC (legitimate payment schedule). Action Item: Jane to send the legitimate quantity to Westpac.
- Question from Westpac: Can we go back to the beginning when FORUM relationship

started. Response from Preet Brar: 2018 – formalised with Laurie (EGM Business Development at Veolia – left 11 Sep 2020). She had met with Forum previously.

- Entity name is: ORCA Environmental Systems Ltd.

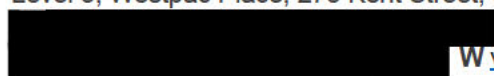
Further Action Items:

- Al Welsh to provide his contact details to Arthur Legrand and Tony Roderick if there are any questions. Nick O’Brien will be the contact moving forward. Westpac is speaking with most impacted customers today.

Regards

Natalie Dundovic
Head of Industrials, NSW
Westpac Institutional Bank

Level 3, Westpac Place, 275 Kent Street, Sydney, NSW 2000



W www.westpac.com.au/corporate-banking/



Confidential communication

Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)

Westpac Institutional Bank is a division of Westpac Banking Corporation

From: Stacy Flanagan [REDACTED]
Sent: Friday, 25 June 2021 2:49 PM
To: Dixon Hughes, David [REDACTED]
Cc: O'Brien, Nicholas [REDACTED]
Subject: Re: Orca waste digesters information update

Hi David,

Let's go with 12.30pm.

Regards
Stacy

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=====

From: Dixon Hughes, David [REDACTED]
Sent: Friday, June 25, 2021 2:29:51 PM
To: Stacy Flanagan [REDACTED]
Cc: O'Brien, Nicholas [REDACTED]
Subject: RE: Orca waste digesters information update

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thank you for coming back Stacy, would you have any time at either 11:00, 12:30 or 2:30?

Kind Regards

FOR ANY ADMINISTRATIVE REQUESTS PLEASE EMAIL MY SERVICE TEAMS AT:

LENDING - debtservice@westpac.com.au

TRANSACTIONAL - WIBClientService@westpac.com.au

David Dixon Hughes

Relationship Director | Health | Westpac Institutional Banking
Level 30, 275 Kent Street SYDNEY NSW 2000
[REDACTED]



From: Stacy Flanagan [REDACTED]
Sent: Friday, 25 June 2021 1:03 PM
To: Dixon Hughes, David [REDACTED]
Cc: O'Brien, Nicholas [REDACTED]
Subject: RE: Orca waste digesters information update

Hi David,

I am trying to get to the bottom of this but still getting information.

I have back to back meetings this afternoon.

Could we do Monday?

Regards
Stacy



Stacy Flanagan | Financial Controller | Finance | Macquarie Park
[REDACTED] | catholichealthcare.com.au

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From: Dixon Hughes, David [REDACTED]
Sent: Friday, 25 June 2021 11:46 AM
To: Stacy Flanagan [REDACTED]; O'Brien, Nicholas [REDACTED]
Subject: FW: Orca waste digesters information update
Importance: High

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Stacy,

As per my message not sure if you have had a chance to look into this matter yet, if you have a few minutes this afternoon my colleague Nick O'Brien whom is the executive responsible for this project would like to check in to discuss this with you.

Kind regards

FOR ANY ADMINISTRATIVE REQUESTS PLEASE EMAIL MY SERVICE TEAMS AT:
LENDING - debt-service@westpac.com.au
TRANSACTIONAL - WIBClientService@westpac.com.au

David Dixon Hughes
Relationship Director | Health | Westpac Institutional Banking
Level 30, 275 Kent Street SYDNEY NSW 2000
[REDACTED]



From: Anderson, Geoffrey [REDACTED]
Sent: Wednesday, 23 June 2021 12:04 PM
To: Dixon Hughes, David [REDACTED]; Stacy Flanagan [REDACTED]
Cc: Deutsch, Peter [REDACTED]
Subject: RE: Orca waste digesters information update

Dear Stacey,

Further to David's email below, I refer to the various "Payment Schedules" you entered into pursuant to the BHO Finance (Eqwe)/Forum Finance programme, where as you know, Westpac purchased the receivables pursuant to the contracts in place between Westpac, Eqwe Pty Ltd (formerly named BHO Funding Pty Ltd) (**Eqwe**) and Forum Finance Pty Ltd (**Forum Finance**). As and when each Payment Schedule agreement was entered into, clause 4.1.3 of the Master Sale of Receivables and Goods Agreement between Eqwe and Forum Finance (**MSRGA**) requires Forum Finance to direct you (as the Customer) to pay all purchased receivables into the 'Purchaser's Account', namely a bank account held with Westpac into which you were to make the scheduled payments.

It has recently come to Westpac's attention that the scheduled payments may not have been paid into the Westpac bank account as required under the MSRGA. We write to you as the disclosed principal and attorney of Eqwe under the Principal & Agency Agreement between Eqwe and Westpac, and as the principal and attorney of Forum Finance under the MSRGA.

So as to avoid any doubt, I have set out the details of that Westpac bank account hereunder and would be grateful if you could ensure that all payments under the Eqwe/Forum Finance programme are made into that account, in accordance with the MSRGA.

Name: [REDACTED]
BSB: [REDACTED]
Account no: [REDACTED]

For internal review purposes, we are undertaking a reconciliation of the individual Payment Schedules you have in this programme and with that in mind, we have attached a copy of the Payment Schedules that are currently in place and we seek your confirmation that these match up to your own records. If there are discrepancies, please let us know.

Please let me know if you have any queries, or would like to discuss the above matters.

Regards

Geoff

Geoff Anderson
Director, Asset Finance
Westpac Institutional Bank
Level 30, 275 Kent Street, Sydney, 2000
[REDACTED]



From: Dixon Hughes, David [REDACTED]
Sent: Wednesday, 23 June 2021 11:26 AM
To: Stacy Flanagan [REDACTED]; Anderson, Geoffrey [REDACTED]
Subject: Orca waste digesters information update

Hi Stacy,

This email is just to let you know that Geoff Anderson from our leasing team will be reaching out to you via email about the payment flows for the Orca Waste digesters that were financed through Westpac in September 2018. Given you would not have dealt with Geoff before, just wanted to confirm his bona fides before he sent the email. Geoff's details are as follows;

Geoff Anderson
Director, Asset Finance
Westpac Institutional Bank
Level 30, 275 Kent Street, Sydney, 2000

Kind regards

FOR ANY ADMINISTRATIVE REQUESTS PLEASE EMAIL MY SERVICE TEAMS AT:

LENDING - debtservice@westpac.com.au

TRANSACTIONAL - WIBClientService@westpac.com.au

David Dixon Hughes

Relationship Director | Health | Westpac Institutional Banking

Level 30, 275 Kent Street SYDNEY NSW 2000



Confidential communication

Westpac Banking Corporation (ABN 33 007 457 141, AFSL 233714)

Westpac Institutional Bank is a division of Westpac Banking Corporation

From: John Chapman [REDACTED]
Sent: Sunday, 27 June 2021 10:14 AM
To: John, Mark [REDACTED]; Owen, Rodney [REDACTED]
Subject: FW: Project 2106 - UPDATE

John Chapman
Head Of Credit Restructuring
Credit Restructuring

[REDACTED]

It's time. |  Westpac New Zealand Limited
Level 1CS, 16 Takutai Square,
Auckland 1010

Save a tree, don't print!

Classification: PROTECTED

From: John Chapman
Sent: Sunday, June 27, 2021 12:06 PM
To: Rod Smith [REDACTED]; Andrew Bashford [REDACTED]; Simon Power [REDACTED]; Carolyn Kidd [REDACTED]
Cc: Nick Hale [REDACTED]; Brent Moreton [REDACTED]; Justine Mason [REDACTED]; Sean Gollin [REDACTED]
Subject: RE: Project 2106 - UPDATE

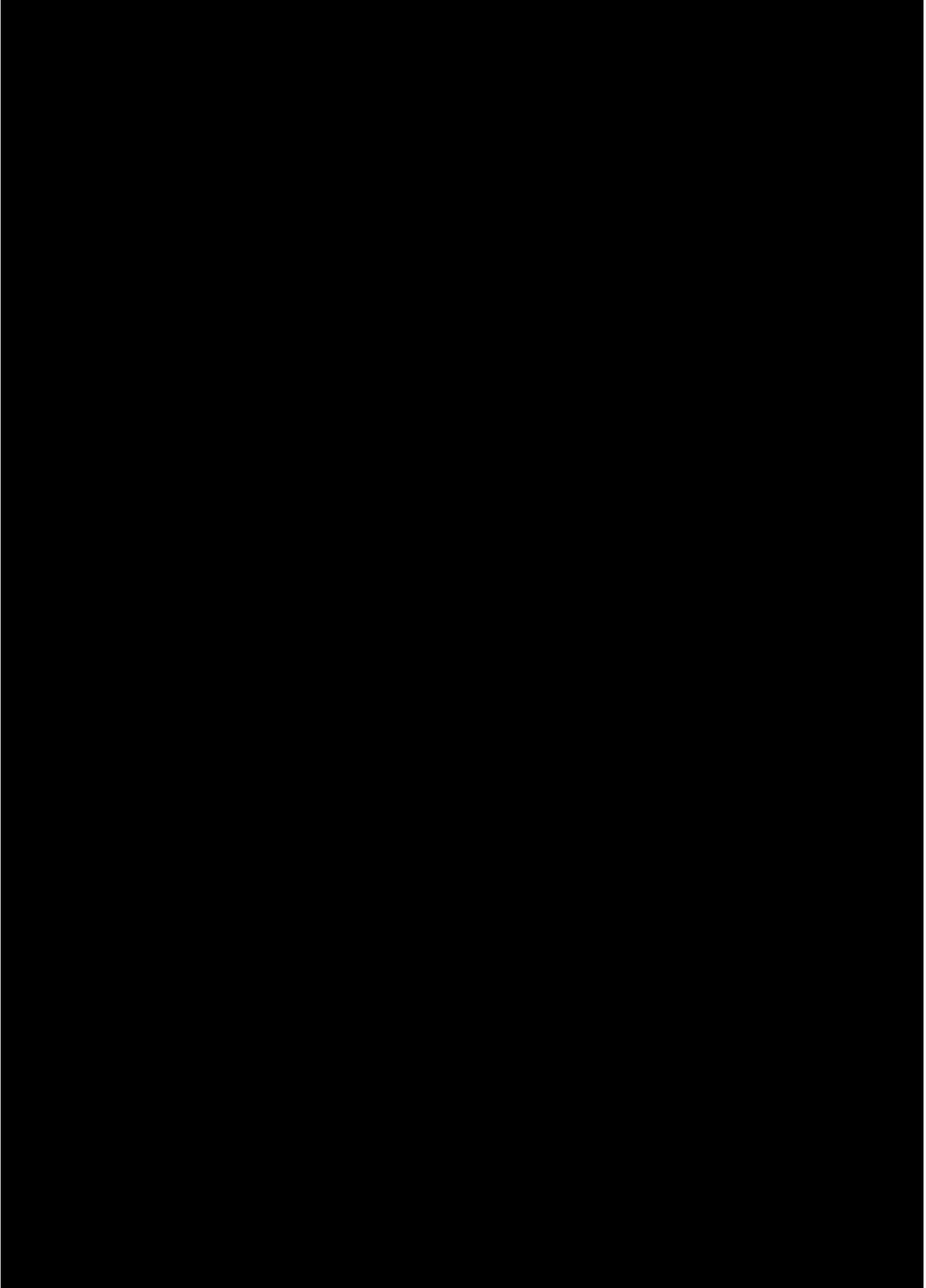
Morning all.

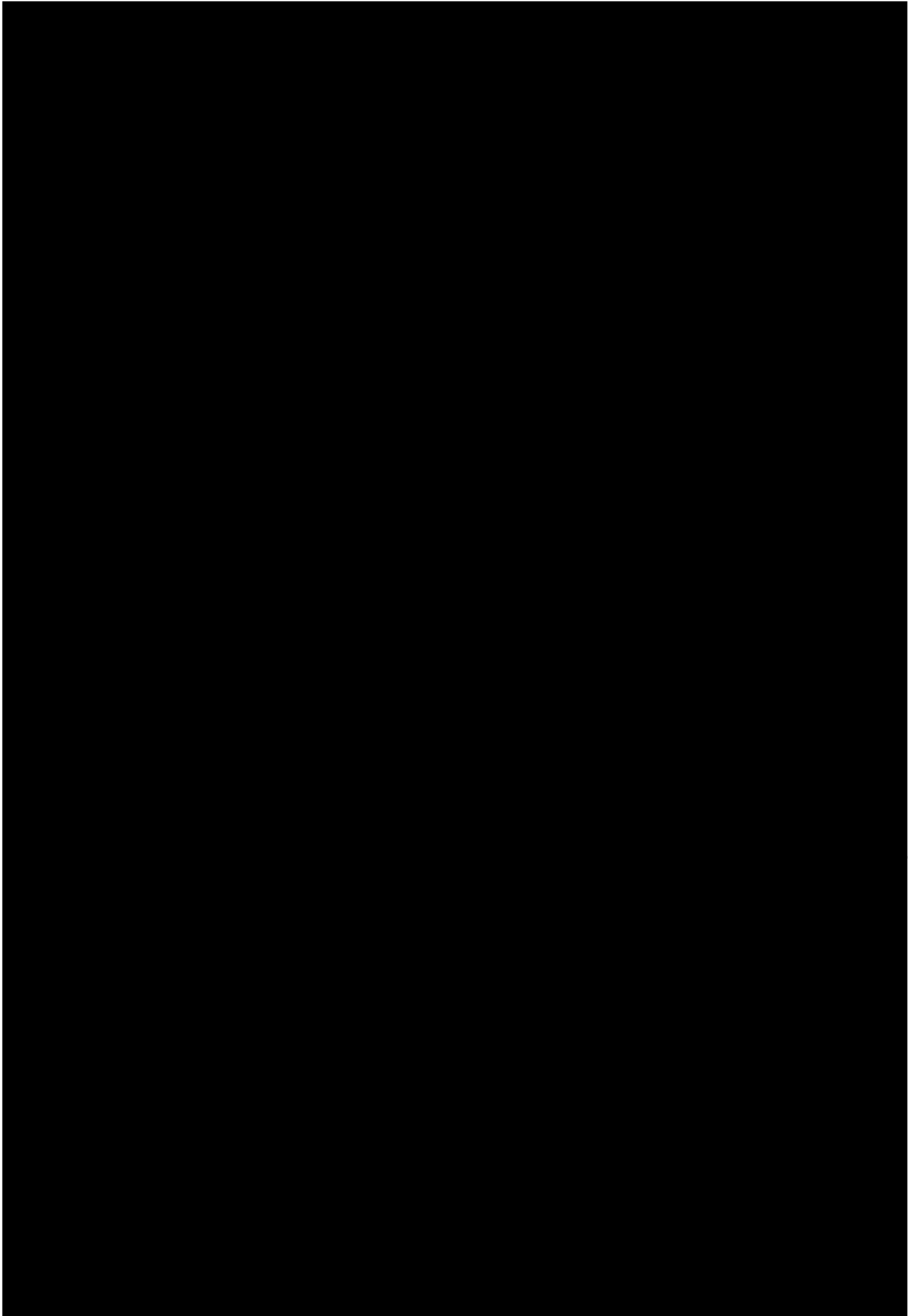
As discussed, the NZ position appears significantly less complex than WBC's situation as;

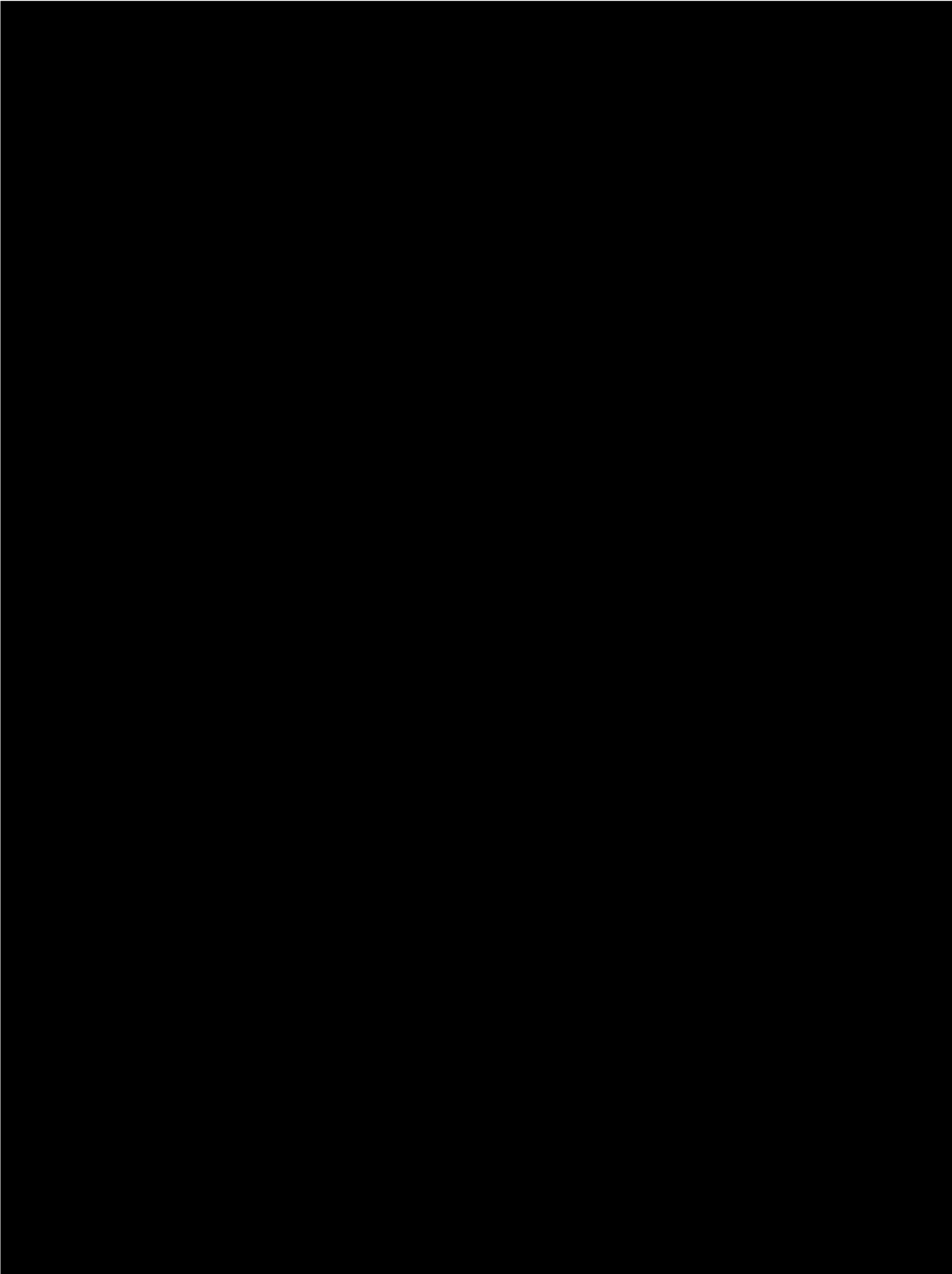
- There is only one lessee whose transactions appear to be fabricated.
- Drawn funds appear to have been paid into a single Iugis (NZ) Ltd ANZ account.
- Our preliminary understanding is that funds were transferred offshore from the ANZ account, presumably to the Forum/Iugis Group in Australia, however this requires verification.
- At least recent funds for lease payments, which were ostensibly from Veolia Environmental Services (NZ) Ltd (Veolia NZ), were in fact transferred from four Forum entities in Australia.

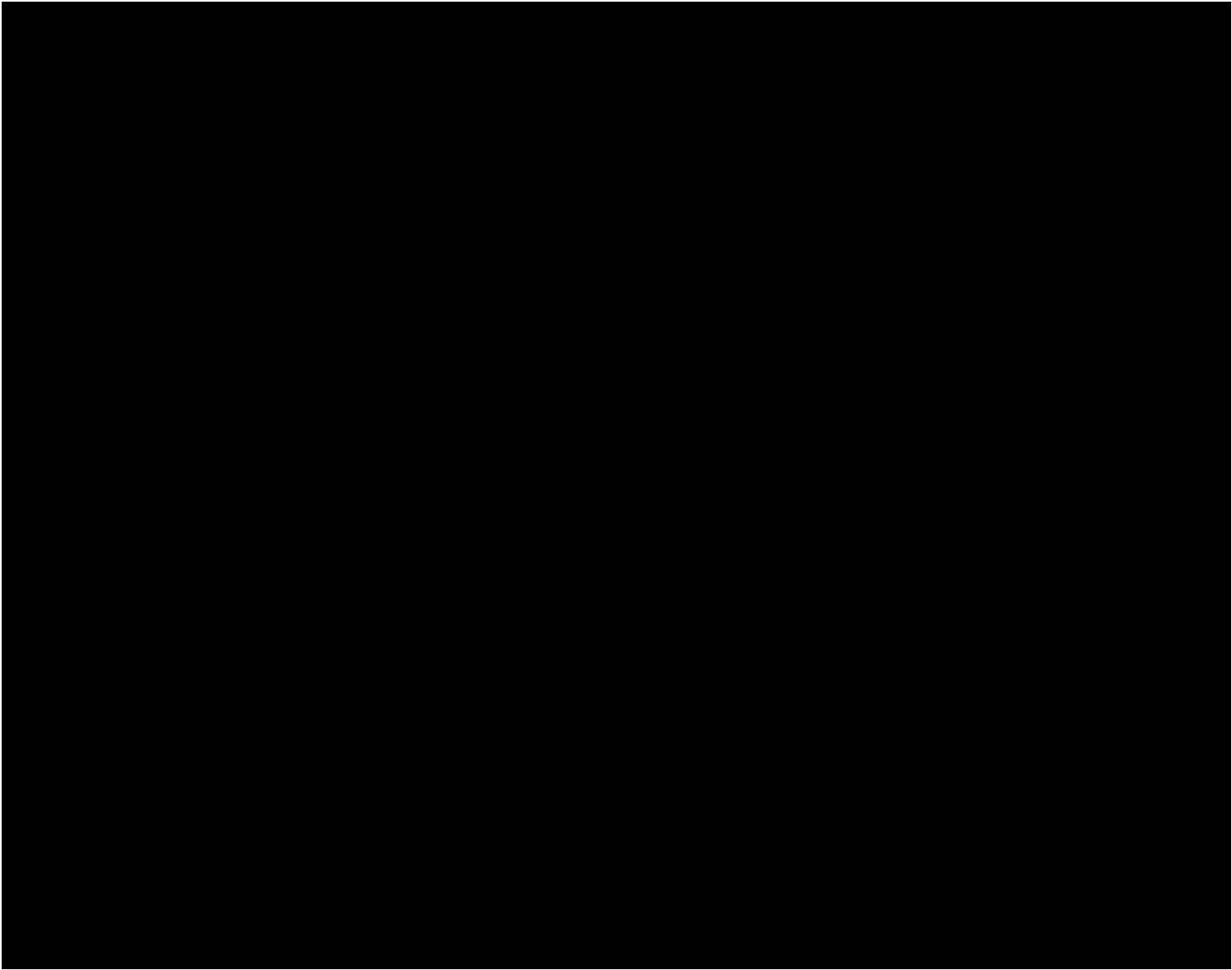
[REDACTED]

[REDACTED]









NZ Structure (Supposed)

