

# Promissory Note

Note: Funds received as a  
Return of capital 28/3/22 \$130,237.10  
Balance taken up as Realised capital gain  
\$592,120.99

Fairway HoldCo Pty Ltd ACN 657 067 868 (**Promisor**)

- 1 Promisor unconditionally promises to pay to Echelon Superannuation Pty Ltd ACN 600 829 981 as trustee for the Echelon Superannuation Fund or any person to whom this Promissory Note is assigned, transferred or endorsed in accordance with this Promissory Note (**Holder**) the sum of \$722,358.08 (**Principal Sum**) on presentation of this Promissory Note by the Holder to Promisor for payment.
- 2 There is no interest due in respect of this Promissory Note.
- 3 The whole or any part of the Principal Sum of this Promissory Note may be repaid by Promisor at any time or from time to time without notice, bonus or penalty of any kind.
- 4 If this Promissory Note is not paid in full when due, Promisor agrees to pay all costs and expenses of collection, including reasonable legal fees.
- 5 This Promissory Note may be assigned, transferred or endorsed by the Holder, in whole but not in part, at any time, without the consent of Promisor.
- 6 The Promissory Note may be presented by the Holder for payment at any of:
  - (a) the registered office of Promisor; and
  - (b) any other agreed location following a demand being made.
- 7 Promisor must make all payments under this Promissory Note by bank cheque or in immediately available funds without set off, counter claim or other deduction.
- 8 Promisor's liability under this Promissory Note will be extinguished either by payment of the Principal Sum or upon endorsement to Promisor.
- 9 This Promissory Note will expire and have no further force or effect, and may not be presented, after the date that is 9 years and 6 months after the date of issue of this Promissory Note.
- 10 In this Promissory Note, a reference to:
  - (a) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
  - (b) "\$" is a reference to the currency of Australia; and
  - (c) time is to local time in New South Wales, Australia.
- 11 This Promissory Note is governed by and is to be construed in accordance with the laws applicable in New South Wales. Promisor irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in New South Wales.

Dated:

**Executed as a deed poll**

**Executed by Fairway HoldCo Pty Ltd**  
**ACN 657 067 868** in accordance with  
Section 127 of the *Corporations Act*  
2001



Director



Director

**Thomas Matthews**

Name (print)

**Vladimir Vukic.**

Name (print)