

To: Silverback Cargo Equipment Pty Ltd t/as Silverback Cargo Care ABN 26 077 294 154 and Silverback Container Management Pty Ltd ABN 70 120 672 611 and their associated, related, subsidiary and parent companies, successors and assigns (all of which are referred to as "Silverback" "Us" "We" and "Our").

**WARNING: THIS IS AN IMPORTANT LEGAL DOCUMENT.
YOU SHOULD SEEK LEGAL ADVICE IF YOU ARE UNSURE OF ITS MEANING AND EFFECT.**

You enter this Deed in consideration of Us supplying Goods or credit to the Customer named in Item 1 of the Schedule, or not commencing or continuing legal action against that Customer, at Your request. You enter this Deed and agree with Us as follows:

Guarantee

1. To guarantee and be responsible for the payment of the Money Secured to Us by the Customer.
2. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee to Us for the whole of the Money Secured.
3. We may at any time at Our discretion and without giving any notice whatsoever to You refuse to provide further Goods to the Customer.
4. Where more than one person is a Guarantor, this Deed is enforceable against all persons signing as Guarantor and each Guarantor will be jointly and severally liable immediately on signing this Deed.
5. If more than one person is intended to be a Guarantor, this Deed will remain enforceable against each person signing as Guarantor. This applies even where any person contemplated to sign this Deed does not in fact do so.
6. We may at any time release or discharge You or any of the persons included as Guarantor from the obligations of this Deed, or We may grant time to pay, or We may accept or enter arrangements with the Customer or any Guarantor without affecting the liability of any other Guarantor under this Deed. Any payment received by Us under such arrangement will only operate as a discharge of liability to the extent of the payment.
7. Any payment made by or on behalf of the Customer which is later avoided by the application of any statutory provision will be deemed not to discharge the Customer's indebtedness and in any such event the parties will be restored to rights which each respective party would have had if the payments had not been made.
8. Where You have the right to prove in any insolvency administration of the Customer, You must do so and hold any dividends received on trust for Us.

Indemnity

9. You indemnify Us against any and all losses and expenses of any nature including the costs of preparation of this Deed, stamp duty (if any) and collection or legal costs on a solicitor/client basis arising in any way out of Our dealings with the Customer, the intent being that You are primarily liable for payment to Us for such losses and expenses and for the Money Secured.

Charge

10. For the purpose of securing payment of the Money Secured to Us, You:
 - a) Hereby charges all of Your beneficial interest in real and personal property (including all property acquired after the date of this Deed) in favour of Us whether or not a demand has been made on the Customer or You;
 - b) Agree to deliver to Us within seven (7) days of written demand a Memorandum of Mortgage in registrable form. You also agree that the Money Secured is payable on demand incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Registry Services New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where You have any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
 - c) Authorise and consent to Us taking all actions necessary to give effect to this security, including the lodgement of a caveat upon title of Your real property. You irrevocably appoint Us and any person nominated by Us severally as Your attorney with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
 - d) If the charge created by this section is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and You will not be exonerated in whole or in part, nor will Our right, remedies or recourse against You be in any way prejudiced or adversely affected by such severance.

General

11. A certificate signed by a director, secretary, financial controller or credit manager of the Company is prima facie evidence of the amount of the Money Secured owed by the Customer or You at that time.
12. **You acknowledge that We have afforded You the full and unrestricted opportunity of seeking independent legal advice on Your obligations under this Deed of Guarantee, Indemnity and Charge prior to signing it.**
13. You acknowledge that You have made and will continue to make Your own enquiries as necessary of the Customer regarding the Customer's past and prospective dealings with Us and the Customer's ability to comply with its obligations to Us. You acknowledge that You are satisfied as to the extent of Your obligations arising from this Deed and that We are under no obligation to notify You of any changes to Our trading terms or dealings with the Customer even if these changes increase Your liability under this Deed.
14. This Deed will be construed according to the laws of the State or Territory as We in Our sole discretion determine. Proceedings may be instituted in such State or Territory as We may in Our sole discretion determine. If We do not make a determination, You consent to any proceedings being instituted and heard by any appropriate Court sitting in Victoria applying the laws of Victoria.
15. In accordance with the Privacy Act 1988, You give Us Your permission to carry out such credit enquiries as We may in Our sole discretion determine and to provide such information concerning You to any other parties as We may in Our sole discretion determine. You indemnify Us in respect of any claims or actions in relation to exercising Our discretion under this section to obtain or provide information concerning You.
16. You acknowledge that any credit limit applying from time-to-time in respect of the credit facilities provided by Us to the Customer is for Our benefit and administrative convenience only. You also acknowledge that such credit limit does not constitute a term of any agreement with the Customer or this Deed in respect of Yours and the Customer's obligations.

Personal Property Securities Act 2009 ("PPS Act")

17. You acknowledge and agree that:
 - a) This Deed constitutes a security agreement for the purposes of the PPSA ("**Security Agreement**") and creates a security interest in the Personal Property and any proceeds of the sale of the Personal Property to secure payment of the Money Secured ("**Security Interest**"); and
 - b) We may lodge a financing statement on the Personal Property Securities Register ("**PPSR**") in respect of the Security Interest in the Personal Property and the proceeds of the sale of the Personal Property pursuant to this Deed.
18. You must do all such things, provide all such information and sign all such documents as are necessary and reasonably required to enable Us to acquire a perfected Security Interest in the Personal Property, including for the purposes of:

- a) Ensuring that any Security Interest created under, or provided for, by this document attaches to the collateral that is intended to be covered by that Security Interest and is enforceable, perfected and otherwise effective and has the priority required by Us;
 - b) Enabling Us to prepare and register a financing statement or financing change statement; and
 - c) Enabling Us to exercise and maintain any of Our rights or powers in connection with any such Security Interest.
19. If You dispose of the Personal Property, You must immediately pay any proceeds to Us in reduction of all amounts owing by the Customer to Us, which We may apply towards amounts owing by the Customer to Us in such order as specified by section 14(6)(c) of the PPSA, unless otherwise specified in writing by Us. You must not allow any other charge or security interest to exist over those proceeds without Our written consent if that security interest could rank ahead of Our Security Interest.
 20. If a higher-priority security interest does arise in the Personal Property despite this section, You must ensure that You receive cash proceeds for the Personal Property of at least equal to the market value. You must immediately pay those proceeds to Us in reduction of all amounts owing by the Customer to Us, which We may apply towards amounts owing by the Customer to Us in such order as We see fit.
 21. You must not change Your name, structure, status or partnership, or assign or sell Your business to another party, or initiate any change to any registered documentation, or act in any manner which would impact on Our registered Security Interest without Our prior written consent. No such event shall affect Your liability under this Deed, as named, until a new Deed in the Guarantor's new entity name as restructured or changed is received and approved by Us in writing.
 22. To the extent the law permits and for the purposes of sections 115(1) and 115(7) of the PPSA We do not need to comply with sections 95, 118, 121(4), 125, 129(2), 129(3), 130, 132(3)(d) or 132(4), and sections 142 and 143 are excluded.
 23. To the extent the law permits and for the purposes of section 115(7) of the PPSA, we do not need to comply with sections 132 and 137(3).

UNDERSTANDING THIS DOCUMENT

Company means Silverback Cargo Equipment Pty Ltd t/as Silverback Cargo Care ABN 26 077 294 154 and Silverback Container Management Pty Ltd ABN 70 120 672 611 and associated, related, subsidiary and parent companies, successors and assigns (referred to as "We" "Us" "Our").

"Customer" means the person or company set out in Item 1 of the Schedule.

"Deed" means this Deed of Guarantee, Indemnity and Charge.

"Guarantor" means the person or company set out in Item 2 of the Schedule or any other person or persons signing or purporting to sign this Deed as Guarantor and that person's personal representative (referred to as "You" and "Your").

"Goods" means all goods, merchandise and services supplied or which may be supplied in the future at the Customer's request or credit extended by Us to the Customer.

"Money Secured" means all monies now payable or which may become payable in the future or contingently by the Customer to Us for any reason whether alone or jointly with another person including without limitation; money owed by the Customer for the supply of Goods; all money We pay or becomes liable to pay at the request of the Customer; all losses and expenses including legal costs on a solicitor/client basis however directly or indirectly arising from any dealing or default by the Customer under its contract with Us or by You under this Deed; all the costs incurred by Us for recovering monies under any related security.

"Personal property" means the personal property referred to in Clause 10.1

"Security Agreement" has the meaning referred to in Section 10 of the PPS Act.

SCHEDULE

Item 1: The Customer

Name:.....(ACN)..... (ABN).....

Registered Office:.....

Item 2: The Guarantor/s

<p>1</p> <p>Name:.....</p> <p>Address:.....</p> <p>.....</p> <p>Financial Details</p> <p>Account Name</p> <p>BSB Account No</p> <p>Bank..... Branch.....</p> <p>Licence No..... <input type="checkbox"/> Copy of licence provided</p>	<p>2</p> <p>Name:.....</p> <p>Address:.....</p> <p>.....</p> <p>Financial Details</p> <p>Account Name</p> <p>BSB Account No</p> <p>Bank..... Branch.....</p> <p>Licence No..... <input type="checkbox"/> Copy of licence provided</p>
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EXECUTED AS A DEED on: _____

SIGNED SEALED & DELIVERED BY:

..... (guarantor signature) (witness signature)
..... (print guarantor name) (print witness name)
..... (date) (witness address)
 (date)

SIGNED SEALED & DELIVERED BY:

..... (guarantor signature) (witness signature)
..... (print guarantor name) (print witness name)
..... (date) (witness address)
 (date)

*Please note that all witnesses to this Deed must be independent and cannot be a party to this Deed

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