

**DEED POLL OF GUARANTEE AND INDEMNITY**

To:			
Full Name of Guarantor:		Address:	
Full Name of Guarantor:		Address:	

(“Guarantors”) hereby covenant and undertake and if more than one, jointly and severally, as follows.

**Consideration**

1. In consideration of Dahlsens extending or agreeing to extend credit or further credit to the Customer at the Guarantors’ request (testified by the Guarantors’ execution of this Credit Agreement) the Guarantors guarantee payment to Dahlsens of all money which is now or at any time in the future becomes due and payable to Dahlsens by the Customer.

**Guarantee and indemnity**

2. The Guarantors agree to guarantee and indemnify Dahlsens against all losses, damages or expenses that Dahlsens may suffer as a result, either directly or indirectly, of any failure by the Customer to make due payment of any money owing to Dahlsens.
3. Where two or more persons execute this guarantee and indemnity, the guarantees, covenants and obligations in this guarantee and indemnity given or undertaken by the Guarantors will be deemed to bind the Guarantors jointly and each of the Guarantors severally and Dahlsens will be entitled to seek payment in full from any one or more of the Guarantors without seeking payment from the other Guarantors.
4. Dahlsens will have the right to enforce this guarantee and indemnity, irrespective of whether Dahlsens has sought payment from the Customer.
5. This guarantee and indemnity will continue in force until such time as Dahlsens releases all of the Guarantors in writing, and notwithstanding the fact that the Guarantors are no longer directors, shareholders, or owners of the Customer.

**Costs**

6. The Guarantors agree to pay Dahlsens’ costs and disbursements incurred in recovering monies secured by this guarantee and indemnity, including debt recovery agency fees and legal costs on a full indemnity basis.

**Insolvency of Customer**

7. In the event of the Customer going into liquidation, the Guarantors will be prohibited from proving in competition with the Customer unless and until Dahlsens has been paid in full.
8. No sum of money which the Customer pays to Dahlsens and Dahlsens later pays, or is obliged to pay, or allows in account or is obliged to allow in account to a liquidator, administrator, receiver or trustee in bankruptcy of the Customer by reason of the Corporations Act 2001 (Cth), Bankruptcy Act 1966 (Cth), or otherwise will, for the purpose of this guarantee and indemnity, be considered as discharging or diminishing the Guarantors’ liability and this guarantee and indemnity will continue to apply as if the said sum(s) had at all times remained owing by the Customer.

**Security/charge**

9. The Guarantors charge in favour of Dahlsens all of their estate and interest in any real or personal property, whether held in its own right or as capacity as trustee, the Guarantors own at present and in the future with all monies which are now or in the future become owing by the Guarantors to Dahlsens.
10. As security for the payment of the amount of the indebtedness to Dahlsens from time to time, the Guarantors irrevocably appoint as their duly constituted attorney Dahlsens’ company secretary from time to time to execute in the Guarantors’ names and as the Guarantors’ act and deed any real property mortgage, bill of sale or consent to any caveat Dahlsens may choose to lodge against real property that the Guarantors may own in any Land Titles Office in any state or territory of Australia, even though the Guarantors may not have defaulted in carrying out their obligations hereunder.
11. This guarantee and indemnity secures the repayment of all monies owed by the Customer whatsoever, and this deed poll constitutes the entire guarantee.
12. Where the Guarantors have previously entered into an agreement with Dahlsens by which the Guarantors have granted a charge, mortgage, or other security over real or personal property, those charges, mortgages, or other security interests will continue and co-exist with the obligations and security interests created in this deed poll and will secure all indebtedness and obligations of the Guarantors under this guarantee and indemnity. Dahlsens may, at its election, vary the terms of such previous charges, mortgages, or other securities to reflect the terms herein.

**Variation**

13. The Guarantors authorise Dahlsens to give time or any other indulgence or consideration to the Customer in respect of compliance with its obligations to Dahlsens, even if giving time or any other indulgence or consideration has the effect of increasing the Guarantors’ liability under this guarantee and indemnity.
14. The Guarantors agree that this guarantee and indemnity will not be avoided, released, or affected by Dahlsens making any variation or alteration in the terms of its agreement(s) with the Customer, even if such variation or alteration has the effect of increasing the Guarantors’ liability under this guarantee and indemnity.

**Jurisdiction**

15. The Guarantors acknowledge and agree that this guarantee and indemnity is governed by the jurisdiction of the state in which this Credit Facility is opened.
16. The parties to this guarantee and indemnity submit to the non-exclusive jurisdiction of the state in which this Credit Facility is opened and courts competent to hear those appeals.

Executed as a Deed Poll on (Date):	
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Signed, Sealed, and Delivered by the Guarantor	Signature:	
	Full Name (please print):	
	Title / Position:	
	Witness Signature:	
	Witness Name (please print):	

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	Full Name (please print):	
	Title / Position:	
	Witness Signature:	
	Witness Name (please print):	