

# AGREEMENT TO GUARANTEE & INDEMNIFY

To: Arrow Wood Products Pty. Ltd. ABN 26 006 685 249 and each of its subsidiaries, divisions, affiliates, associated companies and related entities and any successors and assigns

1. **We Guarantee** payment to you of all monies and performance of all obligations including any past, present and future indebtedness or obligations by the Customer or any of us arising from any past present or future dealing with you.
2. **We Indemnify** you against all loss or damage arising from any past, present or future dealings with the Customer or any of us.
3. **We agree**
  - (a) To pay to a take-holder nominated by you the amount you certify if payable, being entitled to dispute whether that amount is payable.
  - (b) That this agreement shall remain effective notwithstanding any conduct or event (including any Deed of Company Arrangements whether or not agreed to by you) which, but for this clause may have released or varied any obligation of the Customer or any of us.
  - (c) Any payment, which is subsequently avoided by any law relating to insolvency, shall be deemed not to have been paid.
  - (d) That we sign both in our personal capacity and as Trustee of every trust of which we are trustee;
  - (e) To notify the Supplier of any change in the Customer's structure or management including any sale of disposition of any part of the business of the Customer, any change in director, shareholder or management or change in partnership or trusteeship within 7 days thereof.
4. **We Charge** in your favour all our estate and interest in any land and any other assets whether tangible or intangible in which we now have any legal or beneficial interest or in which we later acquire any such interest, with payment of all monies owed by the Customer or any of us an agree upon request, to execute a registrable instrument transferring to you our said estate and interest by way of security.
5. **Consideration** You to grant credit from time to time at your discretion to the Customer and/or to forbear from taking any legal action for one month from the date hereof against the Customer.
6. **Proper Law** We agree that this Agreement and any claim or dispute between the Supplier, the Customer or any of us shall be governed by the law applicable in Victoria and heard in the appropriate courts nearest Melbourne.

7. **Several Guarantors** If more than one Guarantor is named or intended to sign as Guarantor, we each agree to be bound and liable for the full amount owed to you, even if we are the only one to sign and whether or not any amount is extinguished or compromised in any way. You may make any arrangements or comprise with any of us, obtain additional guarantees, indemnities or securities from any part or release or compromise with any Guarantor or party without effecting our liability.
8. **Credit Limit** Any credit limit you allow to the Customer is at your discretion and will not limit our liability to you.
9. **Privacy Act** You may make any inquiries you deem necessary to investigate our creditworthiness including enquiry with our bankers, any other credit provider or any credit reporting agency and including personal credit and consumer credit information and LandDate property inquiries and name searches ("the sources"). We authorise the sources to disclose anything concerning us which is in their possession. We agree that you may disclose any information you have concerning us to the sources.
10. **Severability** Any part of anything herein shall be severable without affecting any other part hereof.
11. **Acknowledgement of Current Debt** We acknowledge that the Customer is indebted to you in the sum noted below as at the date noted below but acknowledge and agree that this Agreement to Guarantee and Indemnify is unlimited.
12. **Demand** We agree that our Liability to you arises without any demand by you upon the Customer or any of us.
13. **Definitions**
  - (a) "You" and "Your" means each of the parties listed below as the "Supplier" jointly and severally;
  - (b) "We" and "Us" means each of the Guarantors and the Customer jointly and severally and the joint and several successors and assigns of each;
  - (c) "Customer" means the party listed below as the "Customer", any Franchisor, Franchisee or Licensee thereof and any party or parties who acquire and/or conduct an part of the business of the Customer or any beneficial interest therein until notification is given pursuant to clause 3(e).

**Read and Understood**

We have each read and understood this document.

## THE PARTIES

- (a) **THE SUPPLIER:**  
Arrow Wood Products Pty. Ltd. ABN 26 006 685 249 and each of their subsidiaries, divisions, affiliates, associated companies and related entities and any successors and assigns.
- (b) **THE CUSTOMER:**  
and each of its subsidiaries, divisions, affiliates, associated companies and related entities and any successors and permitted assigns.
- (c) **THE GUARANTORS:**

1 \_\_\_\_\_ of \_\_\_\_\_  
Signature \_\_\_\_\_

Witness signature \_\_\_\_\_ (print name) \_\_\_\_\_

2 \_\_\_\_\_ of \_\_\_\_\_  
Signature \_\_\_\_\_

Witness signature \_\_\_\_\_ (print name) \_\_\_\_\_

3 \_\_\_\_\_ of \_\_\_\_\_  
Signature \_\_\_\_\_

Witness signature \_\_\_\_\_ (print name) \_\_\_\_\_

4 \_\_\_\_\_ of \_\_\_\_\_  
Signature \_\_\_\_\_

Witness signature \_\_\_\_\_ (print name) \_\_\_\_\_

Dated \_\_\_\_\_

**IMPORTANT NOTICE** If you sign this Guarantee you may be required to pay someone else's debts. You should ensure that you read and understand its terms. If necessary, seek independent professional advice.