



Gunlake Concrete NSW Pty Ltd ACN 606 681 850
Gunlake Quarries NSW Pty Ltd ACN 606 681 869
 PO Box 1665 Double Bay NSW 1360
 Phone: 1300 132 447 Fax: 1300 132 617
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 WEBSITE: www.gunlake.com.au

Secured Deed of Guarantee and Indemnity

To: Gunlake Concrete NSW Pty Ltd and Gunlake Quarries NSW Pty Ltd of PO Box 1665 Double Bay NSW 1360 Australia (together or separately "the Company").

In consideration for the Company providing or continuing to provide goods and services to the Customer named in the Schedule ("the Customer") the Guarantor agrees with the Company as follows:

1. The Guarantor guarantees payment by the Customer for all goods and services that have been supplied or may in future be supplied from time to time at the Customer's request and to be answerable and responsible for the payment by the Customer of those and all other moneys which are payable or may become payable by the Customer to the Company, actually or contingently, now or in the future ("secured money").
2. The Guarantor hereby separately indemnifies the Company against all losses and expenses (including legal costs on a solicitor/client basis) however arising, directly or indirectly, in respect of any default by the Customer under any contract with the Company and including failure to pay any secured money.
3. Where the Guarantor consists of more than one person this guarantee is enforceable against all persons signing as guarantor jointly and severally.
4. The Guarantor hereby charges with the payment of the secured money all of their interest in any real property (including all property acquired after the date of this Deed and wherever situate) in favour of the Company. The Guarantor agrees to grant a mortgage over any such real property to better secure the secured money. The Guarantor grants a security interest pursuant to the Personal Property Securities Act in all the Guarantor's present and after acquired property as security for the Guarantor's obligations in respect of the secured money. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company as the attorney of the Guarantor with power to execute, sign, seal and deliver any documents to better secure the secured money and to perfect any security, including to execute any registrable real property mortgage.
5. If the security created by clause 4 is or becomes void or unenforceable it may be severed from this Deed without any effect on the validity of the remainder of this Deed.
6. A certificate signed by a representative of the Company shall be prima facie evidence and proof of moneys owing by the Customer to the Company at that point in time.
7. The Guarantor acknowledges that the Guarantor has made his or her own enquiries of the Customer regarding the Customer's past and prospective dealings with the Company. The Guarantor further acknowledges that the Company is under no obligation to notify them of any changes to its trading terms or dealings with the Customer.
8. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee and indemnity to the Company for the whole of the secured money. The obligations of the Guarantor are absolute and unconditional and shall not be affected by anything that might otherwise affect them including but not limited to: (a) any variation or the Customer's or any other guarantor's obligations (whether or not to make them more onerous) or any invalidity of them and any release, discharge or other indulgence to the Customer or a guarantor (b) insolvency or any composition or arrangement in respect of the Customer or any other guarantor; (c) any failure by the Company to take, perfect or enforce any guarantee or security from or by the Customer or any guarantor.
9. The Guarantor agrees that this Deed shall be construed in accordance with the laws of the State of New South Wales and submits to the non-exclusive jurisdiction of Courts of that State. The Guarantor agrees that the Company may give information about the Guarantor for the following purposes: (a) to obtain a consumer or commercial credit report about the Guarantor; (b) allow the credit reporting agency to create or maintain a credit information file about the Guarantor; (c) effect registration on the Personal Property Securities Register; and (d) to obtain commercial credit information about the Guarantor from a credit reporting agency.

SCHEDULE

Name of Customer: ACN or ABN:

Address of customer:

This is a legal document. Each Guarantor acknowledges having had the opportunity to consider this document and to seek legal advice regarding it.

<p>GUARANTOR (1) Full Name..... Home Address..... </p> <p>Signature : _____ Date: _____</p>	<p>WITNESS Full Name..... Home Address..... </p> <p>Signature : _____ Date: _____</p>
<p>GUARANTOR (2) Full Name..... Home Address..... </p> <p>Signature : _____ Date: _____</p>	<p>WITNESS Full Name..... Home Address..... </p> <p>Signature : _____ Date: _____</p>