

## DEED OF PERSONAL GUARANTEE & INDEMNITY

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In consideration of **MBL Food & Packaging Limited ACN 111 463 864 trading as MBL Food & Packaging ABN 90 111 463 864** ("MBL") granting the Customer (as named in the Credit Account Application Form and which forms a part of this document) credit, **I/WE hereby agree:**

1. to personally guarantee to MBL the due and punctual payment by the Customer of all monies at any time owing and payable by the Customer to MBL, including any monies in excess of any credit limit granted to the Customer whether or not approved by the Customer and/or us, at the time of this guarantee and indemnity or at any subsequent time;
2. that this is a continuing guarantee and indemnity;
3. to indemnify MBL against all loss or damage arising from any past, present or future dealing with the Customer or any of us;
4. that our liability under this guarantee and indemnity is joint and several and will not be affected, waived or discharged by the reason of any time or indulgences granted by MBL or any grant to any of us of a release whether in whole or in part from any obligation contained in, or implied by, this guarantee and indemnity;
5. that our liability under this guarantee and indemnity shall not be avoided, released or affected by MBL making any variation or alteration in terms of any agreement with the Customer;
6. that our liability under this guarantee and indemnity shall not be avoided, released or affected by the Customer entering into a Deed of Company Arrangement (DOCA) or by MBL voting in favour of or against, or abstaining from voting, in relation to any proposal by the Customer to enter a DOCA;
7. that this guarantee and indemnity becomes binding on those of us that sign this guarantee and indemnity irrespective of whether or not all intended signatories execute this guarantee and indemnity;
8. that MBL is entitled to recover against a Guarantor without having first taken steps to recover against the Customer or any other Guarantor;
9. that this guarantee and indemnity may not be unilaterally revoked by us and remains in force until such time as we receive written confirmation from MBL that we are released from our obligations and liabilities under this guarantee and indemnity;
10. that if MBL forms the view, for any reason, after it receives a payment from the Customer and applies the payment to a debt owed by the Customer, that MBL is obliged to disgorge the payment or portion thereof to a Liquidator appointed to the Customer, MBL's rights are reinstated in relation to the debt that MBL applied the payment to (as if the payment had never been made) and I/we shall be liable to pay MBL the amount it disgorges to the Liquidator;
11. to further indemnify MBL against any and all losses and legal costs (on a full indemnity basis) that MBL incurs as a result of disgorging monies to a Liquidator of the Customer;
12. to hereby jointly and severally charge in MBL's favour all our estate and interest in any land, whether freehold or leasehold, in which we now have any legal or beneficial interest, or in which we later acquire any such interest in, with payment of all monies owed from time to time by the Customer or any of us and consent to MBL lodging a caveat or caveats which note MBL's interest in or over any of our real property;
13. to sign in both our personal capacity and as Trustee of every Trust of which I/we are Trustee and/or a beneficiary;
14. to be liable for all MBL's collection and legal expenses (on a full indemnity basis) with respect to taking any action to preserve and/or enforce MBL's rights under this guarantee and indemnity.

### GENERAL:

- "I", and "We" and "us" means each of the Guarantors jointly and severally.
- The invalidity or unenforceability of any provision of this guarantee and indemnity shall not affect the validity or enforceability of the remaining provisions.

*I/We have read and understood this document and have been given an opportunity to seek independent legal advice prior to signing it.*

### Signed as a Deed

<b>Guarantor Name (print)</b>	<b>Signature</b>	<b>Date</b>
<b>Witness Name (print)</b>	<b>Signature</b>	<b>Date</b>
<b>Guarantor Name (print)</b>	<b>Signature</b>	<b>Date</b>
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