

## Secured Deed of Guarantee and Indemnity

To: Shaw Of Australia Pty Ltd OF 2 Jabez Street Marrickville NSW 2204 Australia ("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 enters into this Deed and where the Guarantor consists of more than one person they jointly and severally agree with the Company as follows:

1. The Guarantor guarantees the 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 all moneys which are payable or may become payable by the Customer to the Company.
2. This guarantee is given for valuable consideration and is a continuing guarantee to the Company for the whole of the Customer's indebtedness or any liability that arises.
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 indemnifies the Company against any and all losses and expenses (including legal costs on a solicitor/client basis) however and whatever directly or indirectly arising against any default whatever on the part of the Customer under a contract with the Company.
5. For the purpose of securing payment to the Company the Guarantor hereby charges all of their real and personal property (including all property acquired after the date of this Deed) whatsoever in favour of the Company with the payment of all sums of money, whether present, future or contingent, to which the Guarantor may become liable to pay the Company. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company the attorney of the Guarantor with power to execute, sign, seal and deliver such mortgage or other document to give effect to this security.
6. If the charge created by clause 5 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.
7. A certificate of Debt duly 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.
8. 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 it's trading terms or dealings with the Customer.
9. 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 all the Guarantors payment obligations in this Guarantee
10. The Guarantor acknowledges having received a copy of this Guarantee and has had an opportunity to consider properly its terms and to seek legal advice regarding it.
11. The Company may at any time grant a release, discharge or other indulgence to the Customer or a Guarantor from any or all of their obligations and give time for payment, accept any composition or make any other arrangements without affecting this Guarantee or releasing or discharging any other Guarantor.
12. The Guarantor agrees that this Deed shall be construed in accordance with the laws of the State of New South Wales and the parties be subject to the exclusive jurisdiction of Courts of the State of New South Wales.
13. The Guarantor agrees that the Company may give private information about the Guarantor for the following purposes:
  - a. to obtain a consumer credit report about the Guarantor;
  - b. allow the credit reporting agency to create or maintain a credit information file about the Guarantor;
  - c. for registration on the Personal Properties Securities Register; and
  - d. to obtain commercial credit information about the Guarantor from a credit reporting agency.

### SCHEDULE

Name of Customer: ..... ACN or ABN Number: .....

Address of customer: .....

<p><b>GUARANTOR (1)</b>            Full Name.....            Home Address.....            Address.....            Signature :</p>	<p><b>WITNESS</b>            Full Name.....            Home Address.....            Address.....            Signature :</p>
<p><b>GUARANTOR (2)</b>            Full Name.....            Home Address.....            Address.....            Signature :</p>	<p><b>WITNESS</b>            Full Name.....            Home Address.....            Address.....            Signature :</p>
<p><b>GUARANTOR (3)</b>            Full Name.....            Home Address.....            Address.....            Signature :</p>	<p><b>WITNESS</b>            Full Name.....            Home Address.....            Address.....            Signature :</p>