

Director(s) Guarantee and Indemnity

In respect of AWN Livestock & Property (AWN) trading account and trading terms for the applicant.

WARNING: This is an important legal document. If you do not understand this document, you should seek independent legal advice.

Guarantor(s) Details

I/We: _____ *(Guarantor(s))*

Of: _____ *(address(es) of Guarantor(s))*

have requested that AWN facilitate the supply of goods or services on credit account in accordance with the Trading Terms to the Applicant.

Guarantor Declarations, Acknowledgements and Execution

I/We declare / agree that:

- I/We have requested that AWN facilitate the supply of goods or services on credit account to the Applicant for which I/we acknowledge that I/we will receive a valuable commercial benefit.
- I/We have read and understood the terms of this Guarantee and Indemnity and have executed it voluntarily;
- I/We have not executed this Guarantee and Indemnity on the basis of any representation of AWN, any of AWN's employees, agents or representatives or under the duress of any person;
- I/We have had an opportunity to seek independent legal and financial advice before executing this Guarantee and Indemnity;
- AWN is under no obligation to notify the me/us of any changes to the Trading Terms or any dealings with the the Applicant;
- I/We understand that if the the Applicant fails to make any required payments to AWN, AWN may recover the amount of these payments from me/us personally;
- I/We acknowledge that by executing this document I/We grant AWN a security interest or charge over all of our interests of any kind in present and future personal property and interests in real property as security for our obligations under this Guarantee and Indemnity; and
- AWN may deal with and disclose my/our personal information and I/we give consent to and authorise AWN to obtain, use, disclose and exchange credit information about me/us, in each case in the manner contemplated by the disclosures in the Trading Terms.

This form must be signed by:

- for individual guarantors, by that individual.
- for company of trust guarantors, by the company or trustee in accordance with the signing directions in this Application.
- All Guarantors must sign in the presence of an independent witness (not a spouse, family member or AWN employee).

EXECUTED AS A DEED

Guarantor Signatory

Name
Position
Signature
Date

Independent Witness

Name
Address
Signature
Date

Guarantor Signatory

Name
Position
Signature
Date

Independent Witness

Name
Address
Signature
Date

If there are more than two Guarantors, please copy this page and have the additional Guarantors sign.

Guarantee and Indemnity Terms and Conditions

- 1 The Guarantor guarantees to AWN due and punctual: (a) payment to of the Guaranteed Moneys without any deduction or setoff; and (b) performance of all its obligations under the Trading Terms and any applicable Terms of Sale.
- 2 As a separate and independent obligation, the Guarantor indemnifies, and must keep indemnified, AWN against all costs, losses and expenses which AWN incurs as a result of any default by the Applicant or in pursuing any recovery action, or any other claim or remedy, against the Applicant, including all fees, charges, costs (including mercantile agent commissions and legal costs on a full indemnity basis).
- 3 AWN need not incur any expense or make any demand for payment before enforcing rights under this Guarantee and Indemnity. If AWN receives or recovers money in respect of debts of the Applicant or anyone else, it may apply the money to whichever part of those debts it chooses and does not have to apply the money for the Guarantor's benefit.
- 4 This Guarantee is an irrevocable and continuing guarantee and will not be affected: (a) if AWN grants any extension of time or other indulgence to the Applicant or varies the Trading Terms or any credit limit applied thereunder (even if this increases the Guarantor's liability under this Guarantee and Indemnity) or varies any Terms of Sale; (b) by the release of any other guarantor; (c) if this Guarantee and Indemnity is or becomes unenforceable against the Guarantor; or (d) any payment by the Applicant being later avoided by law, in each case whether or not the Guarantor had been given notice of these matters.
- 5 The Guarantor acknowledges and agrees this Guarantee and Indemnity will commence on the earlier of the date the Applicant's Trading Account is approved by AWN to the Applicant and, without further notice, extends to all liabilities of the Applicant from that time. This Guarantee and Indemnity extends to credit provided to the Applicant in the future that is not now, but is at the time such credit is provided, by an AWN Group Entity.
- 6 As security for payment to AWN of all moneys payable by the Guarantor and for the Guarantor's obligations generally under this Guarantee and Indemnity, the Guarantor: (a) grants a security interest in all of its present and after-acquired property and in all of its present and future rights in relation to any personal property to AWN; (b) charges to AWN all of its rights, property and undertaking of whatever kind and wherever situated, whether present or future including its interest in real property (both legal and beneficial and in freehold and leasehold land), other than any personal property to which the PPSA applies; and (c) agrees to mortgage all of its present and future interests in any real property to AWN.
- 7 The Guarantor must, within 10 days of a request from AWN, execute such documents as AWN requires to perfect the security interest, charge and mortgage referred to in clause 6.
- 8 If the Guarantor fails within a reasonable time to take any such further steps, then the Guarantor irrevocably appoints AWN as its attorney to take those steps on the Guarantor's behalf. The Guarantor must pay on demand any stamp duty (including any fines and penalties) assessed in connection with the security interest, charge and mortgage. The costs of registering a financing statement will be paid by the Applicant and may be debited against the Applicant's trading account.
- 9 The Guarantor acknowledges that AWN, by virtue of the charge and mortgage referred to in clause 6, has a caveat able interest in any real property of the Guarantor which is or becomes subject to the charge or mortgage and may lodge a caveat over that property.
- 10 To the extent permitted by section 115(1) of the PPSA, the parties contract out of the application of sections 95, 118, 121(4), 125, 130, 132(3) (d), 132(4), 135, 138B(4), 142 and 143 of the PPSA. In addition, to the extent permitted by section 115(7) of the PPSA, the parties also contract out of sections 127, 129(2) and (3), 132, 134(2), 135, 136(3), 136(4), 136(5) and 137, but only to the extent that the each such section imposes obligations on a AWN.
- 11 Without limiting clause 9, the Guarantor waives any rights to: (a) receive any notice or statement the Guarantor would otherwise be entitled to receive under sections 95, 118, 121(4), 123, 130, 132(3)(d), 132(4), 135 or 157 of the PPSA; (b) apply to a Court for an order concerning the removal of an accession under section 97 of the PPSA; (c) object to a proposal of AWN to purchase or retain any collateral under sections 130 or 135 of the PPSA; or (d) receive a copy of a verification statement confirming registration of a financing statement, or a financing change statement, relating to any security interest of AWN under this Guarantee and Indemnity.
- 12 The Guarantor must advise AWN in writing of the occurrence of any Insolvency Event, change in name, address, contact details, ownership or control, or step being taken to sell an asset or assets (separately or together having a value greater than 20% in value of the gross assets of the Guarantor) as soon as practicable and not later than within 2 business days of such event, change or step occurring.
- 13 If any payment made by or on behalf of the Applicant is alleged to be void or voidable by any liquidator or like officer of the Applicant under any law related to insolvency, the Guarantor indemnifies AWN against any costs or losses it may incur in connection with such claim.
- 14 Any condition or agreement under this Guarantee and Indemnity by or in favour of two or more persons is deemed to bind them jointly and severally, or be in favour of each of them severally. If the Guarantor comprises more than one person the may at any time proceed against any or all of them in respect of the Guarantor's obligations as AWN may choose in its absolute discretion, and is not to be obliged to make any claim against all the persons comprising the Guarantor.
- 15 Until the whole of the Applicant's obligations have been paid or satisfied in full, the Guarantor must not (except with AWN's prior written consent) take any steps to recover or enforce a right or claim against the Applicant relating to any sum paid by the Guarantor to AWN under this Guarantee and Indemnity including proving or claiming in competition with AWN so as to diminish any distribution, dividend or payment which, but for the proof or claim, AWN would be entitled to receive pursuant to a winding up or bankruptcy.
- 16 AWN may at any time set-off amounts owed by any AWN Group Entity to the Guarantor against amounts owed by the Guarantor to AWN.
- 17 If a provision of this Guarantee and Indemnity is illegal or unenforceable in any jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions.
- 18 This Guarantee and Indemnity binds the Guarantor both personally and as trustee of any trust of which the Guarantor is a trustee.
- 19 This Guarantee and Indemnity is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and their courts of appeal and waive any rights to object to such courts assuming jurisdiction or to claim that jurisdiction is an

inconvenient forum.

19 In this Guarantee and Indemnity:

Guaranteed Moneys means all amounts which are, will or may be at any time in the future, owing or due and payable by Applicant to AWN for any reason whatsoever including principal, interest, fees, charges, costs, duties or expenses or liquidated damages.

Guarantee and Indemnity: the guarantee and indemnity contained in this Section.

Trading Terms means the trading account terms and conditions contained in this document.

20 The definitions and principles of interpretation in the Trading Terms apply to this Guarantee and Indemnity