

Kamcroft Pty Ltd ACN 119 965 436 as trustee of the Bruggemann Family Trust trading as Future Fuel Distributions

ABN: 77 031 404 696

PO Box 137, Taroom QLD 4420 Ph: (07) 4628 6300 Fax: (07) 4628 6400 Email: futurefuel@bigpond.com

APPLICATION FOR CREDIT

Note: All applicable parts of this Application must be completed prior to submission.

Section 1 – Applicant Details:

Applicant (Full Name): _____

Do you have an ACN? ☐ No ☐ Yes _____ Do you have an ABN? ☐ No ☐ Yes _____

Do you have an ARBN? ☐ No ☐ Yes _____ Do you have an ARSN? ☐ No ☐ Yes _____
(Australian Registered Business Number) (Australian Registered Scheme Number)

Applicant Structure: ☐ Private Company ☐ Public Company ☐ Partnership ☐ Individual/Sole Trader

☐ Association ☐ Government Entity ☐ Trust (please provide copy of Trust Deed) ☐ Other: _____

Trading Name: _____

Previous Trading Name: _____ Date business commenced: _____

Parent Company: _____

Subsidiary/affiliate entities: _____

Nature of Applicant's business: _____ Number of employees: _____

Has Applicant or its associates traded with Future Fuel Distributors or our affiliates in the past? ☐ No ☐ Yes

If Yes, under what name: _____

Section 2 – Contact Details:

Name of primary contact person: _____
(Note: this person must have the authority to enter into this contract)

Business Address: _____ Postcode: _____

Postal Address: _____ Postcode: _____

Telephone Number: _____ After Hours Number: _____

Fax Number: _____ Mobile No. and name of contact: _____

Website: _____ Email: _____

Email address/fax number for invoices: _____

Section 3 – Details of Directors, Trustees, Partners, Proprietors or Individuals (as appropriate):

Note 1: Each party below MUST complete the Personal Guarantee in Section 8 of this Application Form or your application will be rejected.

Note 2: Full Name and Date of Birth Details MUST be stated as they appear on driver's licence or passport (if no driver's licence))

1. Full Name: _____ Date of Birth: _____

Residential Address: _____

Position: _____ Telephone: _____ Licence No: _____

2. Full Name: _____ Date of Birth: _____

Residential Address: _____

Position: _____ Telephone: _____ Licence No: _____

3. Full Name: _____ Date of Birth: _____

Residential Address: _____

Position: _____ Telephone: _____ Licence No: _____

Are any of the Directors, Trustees, Partners, Proprietors or Individuals an undischarged bankrupt? ☐ No ☐ Yes

If Yes, please provide details: _____

Have any of the Directors, Trustees, Partners, Proprietors or Individuals ever held the office of Director, Secretary or Public Officer of any private or public company which has been subject to liquidation, administration, external management, been insolvent or ceased trading? ☐ No ☐ Yes If Yes, please provide details: _____

Section 4 – Trade References (Major Suppliers):

1. Name: _____ Phone: _____

Fax Number: _____ Account Number/Identifier: _____

2. Name: _____ Phone: _____

Fax Number: _____ Account Number/Identifier: _____

3. Name: _____ Phone: _____

Fax Number: _____ Account Number/Identifier: _____

Section 5 – Credit Limit

Amount of Credit required: \$ _____

Section 6 - Terms and Conditions

1. Defined Terms

1.1 In this Agreement, words importing the singular include the plural and vice versa. References to a party includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity and a reference to a party to this document includes the party's successors, permitted substitutes and permitted assigns. Any terms used in these Terms and Conditions have the same meaning as in the balance of this Application for Credit.

1.2 In this Agreement:

- (a) **Agreement** means the agreement between Us and You, comprised by this document;
- (b) **Applicant** means the applicant specified in Section 1 of this Application for Credit;
- (c) **Application for Credit** means this application for credit;
- (d) **CCA** means the *Competition and Consumer Act 2010* (Cth) and all related regulations, as amended from time to time;
- (e) **Common Goods** means Goods which are incorporated in or with any other goods, such that the Goods are no longer separately identifiable;
- (f) **Confidential Information** means all pricing information and any other commercially sensitive or confidential information relating to the Agreement;
- (g) **Corporations Act** means the *Corporations Act 2001* (Cth) and includes the *Corporations Regulations 2001* (Cth), both as amended from time to time;

(h) **Credit Account** means the credit account issued to You by Us if Your Application for Credit is approved by Us;

(i) **Default Interest Rate** means the rate of 12% per annum, compounding on balances due at the end of each month;

(j) **Force Majeure** means any cause or circumstance beyond Our reasonable control, including but not limited to, any lack of production capacity or raw materials, strikes, lock-outs, labour disputes, fires, floods, acts of God or public enemy, malicious or accidental damage, delays in transport, breakdowns in machinery or restrictions or prohibitions by a government or any semi-government authorities or embargoes;

(k) **Goods** means goods the subject of a quotation, an order, or contract made between Us and You, including any goods purchased on your Credit Account;

(l) **Invoiced Price** means the price payable for the supply of particular Goods and Services from Us to You, as invoiced to You;

(m) **Loss** means any loss and includes without limitation, indirect, special or consequential loss or damage and is deemed to include economic loss, loss of opportunity, loss of profit or revenue, loss or damage in connection with claims against You by third parties, liquidated sums or liquidated damages;

(n) **Monthly Administration Fee** means 5% plus GST of the Invoiced Price of the Goods and Services charged by Us to You;

(o) **Payment Terms** means the length of time provided to You for payment for Goods, which is fourteen (14) days from the date of invoice, unless otherwise agreed upon by Us in writing;

- (p) **PPS Act** means the *Personal Property Securities Act 2009* (Cth) and all related regulations, as amended from time to time;
- (q) **Register** means the Personal Property Securities Register created by the PPS Act;
- (r) **Related Body Corporate** has the meaning given to the term in the Corporations Act;
- (s) **Services** means services supplied by Us to You, including delivery of the Goods;
- (t) **We/Us/Our** means Kamcroft Pty Ltd ACN 119 965 436 as trustee of the Bruggemann Family Trust trading as Future Fuel Distributors; and
- (u) **You/Your** means the person/s or entity/ies specified as the Applicant in this Application for Credit.

2. Agreement

- 2.1 You are taken to have accepted and are immediately bound, jointly and severally, by this Agreement when you submit this Application for Credit to Us.
- 2.2 Unless other terms are expressly accepted by Us by means of a written amendment to these Terms signed by a Director or credit manager of Ours and referring specifically to the terms to be amended, these Terms shall exclude and supersede all prior discussions, representations, arrangements and any other oral or written terms referred to by You, including Your terms.

3. Payment Terms and Default

- 3.1 You agree to pay Us the Invoiced Price of the Goods and Services and the Monthly Administration Fee on the Payment Terms, in exchange for Us providing You the Goods and Services.
- 3.2 If We approve Your Application for Credit, We will submit an invoice to You for the Goods and Services supplied to You (including, without limitation, Goods delivered in part fulfilment of an order).
- 3.3 The full amount of every invoice together with any additional charges (if any) must be paid by You to Us in accordance with the Payment Terms.
- 3.4 Payment may be made by way of:
 - (a) credit card;
 - (b) direct debit; or
 - (c) cash; or
 - (d) cheque.
- 3.5 If payment is made using a Visa or Mastercard, You must also pay a transaction processing fee equal to 2% of the total amount payable plus GST.
- 3.6 Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date You pay, at the Default Interest Rate and shall continue to accrue at the Default Interest Rate before or after any judgement until payment is received in full. All payments made by You will be first applied to the accrued interest.
- 3.7 You must not retain or withhold any money owing to Us for any reason whatsoever. We expressly disclaim Your right to set-off amounts which You allege We owe You against the amount You owe Us.
- 3.8 If:
 - (a) You breach a provision of this Agreement including, without limitation, a provision relating to the payment of money; or
 - (b) You are a natural person and You are the subject of any personal insolvency event including without limitation, arising out of You committing an act of bankruptcy; or
 - (c) You are a company and:
 - (i) You have a receiver, manager, official manager, trustee, administrator or other controller (as defined in the Corporations Act) appointed; or
 - (ii) steps are taken for such appointment over any of Your assets; or
 - (iii) You suspend payment of Your debts generally; or
 - (iv) You become unable to pay Your debts when they are due; or
 - (v) You are presumed to be insolvent under the Corporations Act; or
 - (d) You cease or threaten to cease to carry on business; or
 - (e) any guarantee or security given to Us by You is purported to be revoked or asserted to be unenforceable;
 then We may, without limiting any other rights We may have, do any or all of the following things without incurring any liability to You:
 - (a) withdraw any payment terms which have been extended to You and require immediate payment of all moneys owed to Us by You;
 - (b) suspend or terminate any contract in force between Us and You for the sale or supply of Goods or Services and withhold any supply of Goods or Services to You; or

- (c) suspend or terminate any other contracts in force between Us and You.

- 3.9 You as beneficial owner, charge in favour of Us all of Your interest in all of Your present and future real property as security for the due and punctual payment of all debts and monetary liabilities owed by You to Us. You consent to Us lodging a caveat to note Our interest. Upon demand by Us, You agree to immediately execute a mortgage on terms satisfactory to Us to more particularly describe the security interest conferred by this clause. Should You fail within a reasonable time to execute such mortgage then You irrevocably appoint Us as Your attorney with authority to do anything that You may lawfully authorise an attorney to do without limitation.

4. Delivery

- 4.1 Delivery of the Goods is taken to occur at the time that:
 - (a) You take possession of the Goods; or
 - (b) if You or your nominated representative is not present at your nominated address, We deliver the Goods to Your nominated address;
- 4.2 Delivery of the Goods to a third party nominated by You is deemed to be delivery to You.
- 4.3 We will endeavour to deliver the Goods within the time agreed (if any) but We will not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in Delivery. You must still accept delivery of the Goods even if they are late.
- 4.4 All times and dates quoted for dispatch or delivery, following Our acceptance of Your order, are based on Us receiving full and final instructions from You, enabling Us to proceed with the delivery.

5. Cancellation of Order

- 5.1 If You cancel or purport to cancel an order for Goods or Services or any part thereof or You fail to take delivery of any Goods at the time agreed (if any) then You will be liable (without prejudice to any of Our other rights) to indemnify Us against any loss, damage or claim resulting from the cancellation or failure to take delivery.
- 5.2 We may cancel an order for Goods at any time before the Goods are delivered by giving written notice to You. We will not be liable for any loss or damage whatsoever arising from such cancellation.

6. Risk

- 6.1 Risk of damage to or loss of the Goods passes to You on delivery and You must insure the Goods on or before delivery.
- 6.2 If You request Us to leave Goods outside Our premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at Your sole risk.

7. Retention of Title

- 7.1 You agree that legal and equitable title to the Goods is retained by Us until We receive payment in full from You for the Goods and Services.
- 7.2 Prior to title in the Goods passing to You, You:
 - (a) hold the Goods as Our bailee and fiduciary agent;
 - (b) are the owner in common with Us of Common Goods;
 - (c) if possible, must store the Goods separate from Your own goods and those of any other third party in such a way as to clearly indicate that the Goods and the Common Goods are owned by, or jointly with Us; and
 - (d) must ensure that, at all times, the Goods and the Common Goods are properly stored, protected, readily identifiable and insured.
- 7.3 You hereby agree to accept this appointment as Our bailee and fiduciary agent.
- 7.4 You may sell or deal in the ordinary course of business with the Goods and the Common Goods provided that:
 - (a) any such sale or dealing is at arms' length and on market terms; and
 - (b) You hold:
 - (i) the proceeds of any sale of or dealing in the Goods; or
 - (ii) that proportion of the proceeds of Common Goods sufficient to discharge any liability to Us in respect of any payment for the Common Goods;
 on trust for Us as Our beneficial property and You must pay such amount to Us on demand.
- 7.5 Notwithstanding any other provision to the contrary, We reserve the following rights in relation to the Goods until all amounts owed by You to Us are fully paid:
 - (a) legal and equitable ownership of the Goods;
 - (b) to retake possession of the Goods; and
 - (c) to keep or resell any of the Goods repossessed.
- 7.6 You agree that:

- (a) in the event of any breach, without limitation, of the Agreement by You, You must return the Goods to Us immediately on demand; and
 - (b) if You do not return the Goods to Us on demand, We shall be entitled (without further notice) to enter Your premises at any time to do all things necessary to recover the Goods.
- 7.7 You hereby grant full leave and irrevocable licence to Us and any person authorised by Us to enter upon the premises where the Goods are placed or stored for the purpose of retaking possession of the Goods.
- 7.8 You agree that:
- (a) You shall be liable for all costs, losses, damages, expenses or any other sums of money incurred or suffered by Us (including consequential losses and damages) as a result of Us retaking possession of the Goods or otherwise exercising Our rights under this clause; and
 - (b) You shall indemnify Us for all fees (including legal fees on a full indemnity basis), costs and expenses incurred or suffered as a result of prosecution, actions, demands, claims or proceedings brought by or against Us in connection with retaking possession of the Goods or by Our exercise of Our rights under this clause, and You shall repay all such sums of money on demand.
- 8. GST**
- 8.1 You agree to pay to Us with and in addition to the Invoiced Price, and the Monthly Administration Fee any goods or services tax on the supply of Goods by Us to You which may be assessed on such transactions pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**).
- 8.2 We must issue You a Tax Invoice (within the meaning of the GST Act) in respect of the goods and services tax payable.
- 9. PPS Act**
- 9.1 In relation to any security interest constituted or contemplated in relation to any proceeds arising from the supply of Goods by Us, You consent to Us affecting and maintaining a registration on the Register (in the manner We consider necessary, including a master security interest registration that stays on Your record at all times, even if no Goods have currently being supplied by Us to You) of that security interest.
- 9.2 You also agree to sign any documents and provide all cooperation to Us required to facilitate that registration and maintenance. At Our sole discretion, We may register a financing statement or financing change statement in respect of a security interest at any time. Our right to receive notice of a verification statement regarding the registration of a security interest on the Register in respect of the Goods is hereby waived.
- 9.3 You agree not to register a financing change statement in respect of a security interest contemplated or constituted by this Agreement or in favour of a third party, without Our prior written consent.
- 9.4 We will pay all costs, expenses and other charges incurred, expended or payable by Us in relation to the filing of a financing statement or financing change statement in connection with this Agreement.
- 9.5 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Agreement and sections 115(1) or 115(7) of the PPS Act allows for contracting out, then the following provisions of the PPS Act will not apply and You will have no rights under them:
- (a) in respect of section 115(1), section 95 (to the extent of notices to the grantor); section 96; section 118 (to the extent of notices to the grantor); sections 121(4); 125; 130; 132(3)(d); 132(4); 135; 142; and 143; and
 - (b) in respect of section 115(7): sections 127; 129(2); 129(3); 130(i); 132; 134(s); 135; 136(3); 136(4); 136(5); 137; and 275(7)(c).
- 9.6 Both parties agree not to disclose information of the kind referred to in section 275(1) of the PPS Act.
- 9.7 For the sake of clarity, the Goods supplied is the collateral and the security agreement is this Agreement pursuant to the PPS Act.
- 9.8 In respect of the PPS Act, goods means all of the Goods supplied to You from time to time, provided that:
- (a) (but solely for the purpose of the application of the PPS Act) where the Goods supplied are Your inventory, then all references to Goods in these Terms and Conditions shall in respect of those Goods, be read as references to inventory for so long as they are held as inventory; and
 - (b) where the Goods supplied are not, or are no longer held as, Your inventory, then all references to Goods in these Terms and Conditions shall, in respect of those Goods mean the Goods described in any one or more invoice/s;
- (c) unless the context requires otherwise, includes all proceeds of such Goods and any product or mass which the Goods subsequently become part of.
- 9.9 You agree that in the event of Your external administration, You will disclose the quantity or volume of Common Goods as at the date of appointment of the external administrator.
- 9.10 Money received from You in connection with this Agreement may be applied by Us towards Your obligations under any security interest contemplated or constituted by this Agreement in any way We determine.
- 9.11 You agree to notify Us immediately in writing of any material change to the information contained in or associated with the Application for Credit.
- 9.12 You must not create, purport to create or allow to be created any security interest in the Goods supplied under any circumstances.
- 10. Confidential Information**
- 10.1 You acknowledge that all of the Confidential Information is strictly confidential.
- 10.2 Unless otherwise stated in this Agreement, You and Us are under an obligation to not (and must not permit any officers, employees, agents, contractors or related bodies corporate) to disclose any Confidential Information to any person, other than professional advisers or as required by law, without the prior written consent of the party to whom the Confidential Information relates.
- 10.3 This clause operates for the benefit of all parties and continues despite the termination of this Agreement.
- 11. Defects, Warranties and Returns and the CCA**
- 11.1 You must inspect the Goods on delivery and must within two (2) days of delivery notify Us in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description. You must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification You must allow Us to inspect the Goods.
- 11.2 We acknowledge that nothing in this Agreement purports to modify or exclude certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) which may be implied into this Agreement.
- 11.3 Subject to this clause and except as expressly set out in this Agreement, We make no warranties or other representations under this Agreement including but not limited to the quality or suitability of the Goods. Our liability in respect of these warranties is limited to the fullest extent permitted by law.
- 11.4 If You are a consumer within the meaning of the CCA, Our liability is limited to the extent permitted by section 64A of Schedule 2.
- 11.5 If We are required to replace the Goods under this clause or the CCA, but are unable to do so, We may refund any money You have paid for the Goods.
- 11.6 If You are not a consumer within the meaning of the CCA, Our liability for any defect or damage in the Goods is negated absolutely.
- 11.7 Subject to this clause, returns will only be accepted provided that:
- (a) You have complied with the provisions of this clause;
 - (b) We have agreed that the Goods are defective;
 - (c) the Goods are returned within a reasonable time at Your cost (if that cost is not significant); and
 - (d) the Goods are returned in as close a condition to that in which they were delivered as is possible.
- 11.8 Notwithstanding clauses 11.1 to 11.7 but subject to the CCA, We will not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) You failing to properly maintain or store any Goods;
 - (b) You using the Goods for any purpose other than that for which they were designed;
 - (c) You continuing to use the Goods after any defect became apparent or should have become apparent to a reasonably prudent person;
 - (d) You failing to follow any instructions or guidelines provided by Us;
 - (e) a Force Majeure event.
- 11.9 We may, in Our absolute discretion, accept non-defective Goods for return in which case We may require You to pay handling fees of up to twenty-five percent (25%) of the value of the returned Goods plus any freight costs.
- 12. General**
- 12.1 A party waives a right under this Agreement only if it does so in writing. We do not waive a right simply because We fail to exercise the right, We delay exercising the right or only exercise part of the right. A waiver of one breach of a term of this Agreement does not

- operate as a waiver of another breach of the same term or any other term.
- 12.2 If a provision in this Agreement is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of the provision that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from this Agreement. This does not affect the validity or enforceability of the remaining

- provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 12.3 We may assign or otherwise deal with the benefit of any contract made pursuant to this Agreement without the consent of You.
- 12.4 All contracts made between Us and You shall be governed by and construed in accordance with the laws of the State of Queensland. You agree to submit to the exclusive jurisdiction of the Queensland courts for all purposes of or in connection with such contracts.

Section 7 – Acknowledgement by Applicant

By signing this Application for Credit, the Applicant hereby acknowledges and agrees that:

- (a) the information provided in this Application for Credit is accurate, honest, true and correct;
- (b) they have read and agree to be bound by the terms contained in Section 6 of this Application for Credit;
- (c) Future Fuel Distributors may vary the Terms and Conditions from time to time. Any amendment to the Terms and Conditions will have effect on and from the date on which Future Fuel Distributors gives notice to you of such change;
- (d) they are not aware of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator of an administrator, controller or managing controller, receiver or receiver manager or liquidator;
- (e) they do not intend to enter into any scheme or arrangement with creditors either formally through a court or otherwise;
- (f) if they enter into this Agreement as a trustee, the person signing this Application for Credit is duly appointed as trustee of the trust and has full power pursuant to the Trust Deed to act when entering into this Agreement and any contract under the Agreement; and
- (g) they authorise Future Fuel Distributors to contact the Trade References specified in Section 4 and discuss any details about the Applicant which Future Fuel Distributors deem necessary to inform their decision to accept this Application for Credit.

The person signing this document confirms that they are authorised to complete this Application for Credit on behalf of the Applicant.

Signature: _____ Date: _____

Full Name: _____ Position: _____

Section 8 - Personal Guarantee

THIS DEED GRANTING PERSONAL GUARANTEE/S IS MADE BY each guarantor who has signed this Personal Guarantee (Guarantor);

FOR THE BENEFIT OF: Kamcroft Pty Ltd ACN 119 965 436 as trustee of the Bruggemann Family Trust (Us/We/Our):

For Our benefit, the Guarantor covenants and agrees that:

- 1.1 In this Guarantee:
- (a) **Agreement** means the agreement between Us and the Applicant, comprised by the Application for Credit;
 - (b) **Applicant** means the applicant and its successor and assigns, named in section 1 of this Application for Credit of which this Guarantee is Section 8;
 - (c) **Guarantee** means this personal guarantee;
 - (d) **Guaranteed Monies** means all debts and monetary liabilities, including without limitation, costs and expenses, which now or in the future are or may become, payable by the Applicant to Us or any Related Body Corporate on any account and in any capacity;
 - (e) **Guarantor/s** means the guarantor jointly and each person who is a guarantor severally and their respective successors and assigns; and
 - (f) **Related Body Corporate** has the meaning in the *Corporations Act 2001* (Cth).
- 1.2 In consideration of Us agreeing to supply or continuing to supply goods and services on credit to the Applicant for any payment currently due to Us, the Guarantor unconditionally and irrevocably guarantees to Us the due and punctual payment of the Guaranteed Moneys and, as a separate and independent obligation, agrees to indemnify and keep Us and any Related Body Corporate indemnified from and against any claim, action, loss, damage, liability, cost, expense, outgoing or payment suffered, paid or incurred by Us or such Related Body Corporate in relation to the non-payment or non-recovery of the Guaranteed Moneys. Each indemnity in this Guarantee is a continuing obligation and will survive termination of this Guarantee.
- 1.3 This Guarantee shall be a continuing obligation of the Guarantor and that the Guarantor's obligations under this Guarantee are principal obligations and are not released, discharged or otherwise affected for any reason whatsoever.
- 1.4 Until We have received all of the Guaranteed Moneys, the Guarantor agrees:
- (a) in the event of any bankruptcy or other administration of the Applicant's estate or any winding up, receivership or scheme of arrangement of the Applicant, that the Guarantor will not, without Our prior consent, lodge any proof of debt or similar claim in respect of any debt or liability to the Guarantor on any account whatsoever, nor enforce any security held by the Guarantor in respect of the Applicant and shall hold any such debt, liability or security and any rights or benefits in respect thereof on trust for Us;
 - (b) if requested by Us, lodge a proof of debt or similar claim in any such administration and enforce any such security and execute all such documents and do all such things as We may require to enable Us to have and receive the benefit of or arising from any such proof, claim or security;
 - (c) not to attempt or purport to be subrogated to Us; and
 - (d) that the Guarantor's liability under this Guarantee shall be that of principal debtor.
- 1.5 The Guarantor irrevocably appoints Us as the Guarantor's attorney with authority to do on behalf of the Guarantor anything the Guarantor may lawfully authorise an attorney to do, including without limitation the following:
- (a) to make, sign, execute, seal and deliver any document; and
 - (b) to take possession of, use, sell or otherwise dispose of any asset of the Guarantor.
- 1.6 The Guarantor further agrees that:
- (a) the Guarantor has signed this Guarantee voluntarily;
 - (b) before entering this Guarantee, the Guarantor was advised by Us to consult and receive advice as to the purpose, effect and consequences of, and obligations created by, this Guarantee from a legal advisor independent of Us;
 - (c) the Guarantor understands the nature and effect of this Guarantee - in particular that the Guarantor has agreed to guarantee all amounts presently owed by the Applicant to Us and any Related Body Corporate and all amounts that the Applicant may in the future owe to Us and any Related Body Corporate and has also agreed, as a separate and independent obligation, to provide an indemnity to Us and any Related Body Corporate if any of the Guaranteed Moneys is not paid to, or recovered by Us; and

- (d) it has not entered into this Guarantee in reliance on any representation, warranty, promise or statement made by Us or any person on behalf of Us or any Related Body Corporate.
- 1.7 To secure payment of the Guaranteed Moneys, the Guarantor charges with due payment of the Guaranteed Moneys all of the Guarantor's present and future interests in real property and the Guarantor consents to Us lodging a caveat or caveats to note such interests. Upon demand by Us the Guarantor agrees to immediately execute a mortgage or other instrument in terms satisfactory to Us to further secure payment of the Guaranteed Moneys. The Guarantor hereby and by way of security irrevocably appoints every officer and legal practitioner of Us jointly and each of them severally as the Guarantor's lawful attorney (**attorney**) with the power and for the purpose of executing (including as a deed) a mortgage or other instrument of security in any form determined in the absolute discretion of the attorney over any real property of the Guarantor to secure the Guaranteed Moneys, if the Guarantor fails within a reasonable time of such demand to execute such mortgage or other instrument, and to procure the registration of such mortgage or other security.
- 1.8 All payments which the Guarantor is required to make under this Guarantee must be made without any set-off, counterclaim, condition or deduction and are payable on demand by Us.
- 1.9 Any demand or notice may be served on the Guarantor by delivering it to the Guarantor personally or by sending it by post to the Guarantor's address specified below.
- 1.10 The Guarantor must fully indemnify Us for all expenses and legal costs that We incur in enforcing the Agreement.

NOTE: The Guarantors should seek independent legal advice before signing this Personal Guarantee

Signed, sealed and delivered by:

Signature: _____

Print Name: _____

Address: _____

Date: _____

In the presence of:

Witness Signature: _____

Print Name: _____

Signed, sealed and delivered by:

Signature: _____

Print Name: _____

Address: _____

Date: _____

In the presence of:

Witness Signature: _____

Print Name: _____

Section 9 - Property Location

Using the space below, please provide a drawing indicating the location of the property and tanks: