

GUARANTEE AND INDEMNITY

IN CONSIDERATION of ROJO PACIFIC PTY LTD (A.C.N. 106 714 881) of 1/50 Rooks Road, Nunawading, Victoria 3131 ("RP") agreeing, at my/our request to supply to the Principal Debtor with goods, stocks or consumables in the way of the trade or business of the Principal Debtor, I/we agree with RP as follows:

1. I/We guarantee and will be answerable and responsible to RP for the due payment by the Principal Debtor for all such goods as RP may from time to time at the Principal Debtor's request supply and deliver to the Principal Debtor.
2. This Guarantee and Indemnity shall be a continuing guarantee to RP for the whole debt that is contracted by the Principal Debtor with RP.
3. This Guarantee and Indemnity is irrevocable and shall not be affected by the liquidation of the Principal Debtor or by the Principal Debtor entering into or becoming subject to a scheme of arrangement, official management, receivership, the appointment of an agent of a mortgagee in possession or any other insolvent administration.

In addition, I/we agree that I/we shall remain liable to RP under this Guarantee and Indemnity notwithstanding that RP has exercised any of its rights, powers or privileges to seek to recover monies from the Principal Debtor and notwithstanding that the Guarantee and Indemnity hereby given may, for any reason whatsoever, be unenforceable in part.

4. RP is to be at liberty without notice to me/us at any time and without in any way discharging me/us from liability hereunder to grant time or other indulgence to the Principal Debtor and / or to accept part payment from the Principal Debtor and / or to treat us in all respects as jointly and severally liable with Principal Debtor to RP.
5. No change in the constitution of RP shall affect or impair my/our liability under this Guarantee and Indemnity (whether past, present or future).
6. I/We hereby indemnify RP and agree at all times hereafter to keep RP indemnified from and against all damages and costs, losses and expenses which RP may suffer or incur consequent upon or arising directly or indirectly out of any breach or non-observance by the Principal Debtor of any of its covenants, terms, provisions, conditions or obligations.
7. I/We jointly and severally acknowledge that:-
 - (a) My/Our liability as the Guarantor hereunder shall not be affected by the granting of time or any other indulgence or concession by RP or by the compounding, compromise, release, abandonment, waiver of, variation, relinquishment or renewal of any of the rights of RP against the Principal Debtor or by any other act matter or thing which under the law related to sureties would or might but for this provision release me/us from my/our obligations hereunder or any of them. Further, the Guarantee and Indemnity hereby given shall continue and remain in full force and effect until the due performance observance and fulfilment by the Principal Debtor of all of the covenants, terms, provisions and conditions which it is obliged to perform to RP or to observe and fulfil in accordance with the terms and conditions of the General Terms and Conditions of Sale.
 - (b) If this Agreement is signed by only one Guarantor, then it shall be binding on that Guarantor and if this Agreement is signed by two (2) or more Guarantors, then it shall be binding on all the Guarantors.
 - (c) This document is executed as a deed and shall be and shall remain enforceable notwithstanding the fact that the same may not be dated or the signatures of the Guarantors not witnessed.
8. In order to give effect to this Guarantee and Indemnity, I/we declare that RP is at liberty to act as though I/we were the Principal Debtor and I/we waive all and any of my/our rights as the Guarantor which may at any time be inconsistent with any of the above provisions.

DATED the day of 2011

EXECUTION AND ATTESTATION:

SIGNED SEALED AND DELIVERED by)
in the presence of :)

Witness Sign:

Witness Name:

SIGNED SEALED AND DELIVERED by)
in the presence of :)

Witness Sign:

Witness Name:

SIGNED SEALED AND DELIVERED by)
in the presence of :)

Witness Sign:

Witness Name:

SIGNED SEALED AND DELIVERED by)
in the presence of :)

Witness Sign:

Witness Name:

SCHEDULE TO THE DEED

PRINCIPAL DEBTOR:
(insert Company Name and A.C.N. /A.B.N.)

of
(insert registered address of Company)

GUARANTOR (1):
(insert name)

of
(insert address - must not be PO Box)

GUARANTOR (2):
(insert name)

of
(insert address - must not be PO Box)

GUARANTOR (3):
(insert name)

of
(insert address - must not be PO Box)

GUARANTOR (4):
(insert name)

of
(insert address - must not be PO Box)

**delete where inapplicable*