

- (e) Perfect, protect, record, or better secure the position of the Secured Party under this Agreement or any related transaction document;
  - (f) obtain or preserve the priority position of the Secured Party under, or as a consequence of, this Agreement or any related transaction document;
  - (g) overcome any defect or adverse effect arising from the PPSA; or
  - (h) enable the Secured Party to exercise rights in relation to the Security Interest.
- 12.4.2 Neither party is obliged to give any notice (including a notice of a verification statement), document or information under the PPSA, unless the provision of the notice, document or information is required by the PPSA and cannot be excluded.
- 12.4.3 The Grantor must comply with the requirements of a notice under clause 12.4.1(b) within the time stated in the notice at the cost and expense of the Grantor.

**13 GUARANTEE**

**13.1 Grant of Guarantee**

In consideration of the Lender at the request of the Guarantor entering into the Agreement, each Guarantor unconditionally guarantees the Borrower's obligations.

**13.2 Nature of Guarantee**

This Guarantee:

- 13.2.1 is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
- 13.2.2 may be enforced against the Guarantor without the Lender first being required to exhaust any remedy it may have against the Borrower or to enforce any security it may hold with respect to the Secured Money;
- 13.2.3 is a continuing guarantee and indemnity for the whole of the Secured Money, is irrevocable and will remain in effect until discharged; and
- 13.2.4 will not be considered as wholly or partially discharged by the payment at any time of any of the secured money, or by any settlement of account or by any other matter, and will apply to the present and future balance of the Secured Money.

**13.3 Interest**

The Guarantor shall, on demand, pay interest on the Secured Money from time to time owing under this Guarantee but unpaid, calculated from the due date at the same rate and in the same manner as the Borrower is required to pay interest under this Agreement.

**13.4 Guarantor's Liability Absolute**

The liability of the Guarantor is absolute, and will not be affected by any act, omission, matter or thing which, but for this clause, might operate to release or exonerate it from its obligations, either in whole or in part, including, without limiting the generality of the following: