

GUARANTEE AND INDEMNITY

There are **important things** you need to know before signing this guarantee and indemnity (**'this guarantee'**):

- Before you sign this guarantee you should get independent legal and financial advice.
- You can refuse to sign this guarantee.
- There are financial risks involved in signing this guarantee.
- You can ask us for information about the transaction or facility to be guaranteed.
- You can limit your liability under this guarantee if the Code of Banking Practice applies and as allowed by law.
- This guarantee will cover a new Customer Agreement or changes made to an existing Customer Agreement, but only to the extent that the Money Owed By The Customer falls within any limit that you agree to under this guarantee.

Meanings of words – the meanings of key words used in this guarantee are explained at the end of this guarantee.

More information– more information about being a guarantor is in our guarantor information sheet. It explains in general terms what it means to be a guarantor, and what you're promising to do by signing up to become one. Your banker will provide you with a copy– and you can find it on our website (nab.com.au, search for "Guarantor Information Sheet").

DETAILS

NAB Details

National Australia Bank Limited ABN 12 004 044 937
Level 10, 700 Bourke Street
Docklands VIC 3008

Customer Details

Customer Name: JA & CO Pty Ltd ACN 612 880 314 as Trustee for Bastac Family SMSF
Address: 18 Farm Road
MULGOA NSW 2745

Guarantor Details

Guarantor Name: ANTE FRANE BASTAC
Address: 244 Carpenter Street
ST MARYS NSW 2760

Guarantor Details

Guarantor Name: VERONIKA MARY RAKIC
Address: 18 Farm Road
MULGOA NSW 2745

Guarantor Details

Guarantor Name: Avja Property Pty Ltd ACN 629 637 145 as Trustee for 16/25 Industrial Avenue, Molendinar QLD 4214
Address: 18 Farm Road
MULGOA NSW 2745

AMOUNT YOU AGREE TO PAY

The amount you agree to pay under this guarantee is limited to the Basic Limit.

Basic Limit:

AUD \$ 266,500

In Words: Two Hundred and Sixty Six Thousand, Five Hundred Australian Dollars

PLUS

- any amounts falling outside the above amount which represent interest, Costs, taxes and any Economic Costs that the Customer must pay

PLUS

- any interest you must pay (see "We can charge you interest on overdue amounts")

PLUS

- other amounts that you must pay (see "How you must make payments" and "You agree to pay or reimburse us for certain expenses")

PLUS

- amounts that you must pay relating to foreign currencies (see "What currency you must pay us in")

PLUS

- any amounts that you must pay if you breach an obligation you owe us (other than an obligation to pay money) under this guarantee.

TERMS

1 WHY YOU ARE GIVING US THIS GUARANTEE

You are giving us this guarantee so that we will provide or continue to provide loans and other facilities to the Customer.

2 WHAT'S THE AMOUNT YOU MAY HAVE TO PAY

The amount you may have to pay us under this guarantee is limited to the Basic Limit. If there are more than one of you, then:

- (a) the Basic Limit is a collective limit that applies to all guarantors. If this guarantee states that a further limit applies to any individual guarantor, that guarantor's liability is limited to that amount; and
- (b) you may have to pay even if any of the other guarantors don't.

3 WHAT YOU GUARANTEE TO PAY

- 3.1 You guarantee that the Customer will pay us the Money Owed By The Customer.
- 3.2 If the Customer doesn't pay any Money Owed By The Customer on time, or on the terms we've agreed with the Customer, you agree to pay us the Money Owed By The Customer within 7 days when we ask (whether or not we've asked the Customer to pay before asking you to pay).
- 3.3 You must pay us at the same time any increase in the Money Owed By The Customer that the Customer hasn't paid since we asked you to pay. We'll tell you the Amount You Owe Us at any time if you ask us.

4 WHAT YOU INDEMNIFY US FOR

- 4.1 In addition, you indemnify us for any liability, loss or reasonable Costs we incur if:
 - (a) the Customer doesn't have to, is unable to, or doesn't, pay us the Money Owed By The Customer;
 - (b) you don't have to, or you don't, pay us the Amount You Owe Us;
 - (c) you default under this guarantee; or
 - (d) we're obliged, or we agree, to pay an amount to an Insolvency official (such as a trustee in bankruptcy or liquidator) or an Insolvent person relating to a payment by you or the Customer.
- 4.2 You agree to pay us the amounts under this clause within 7 days when we ask. You agree to this as a separate and primary obligation that is not dependent on you being liable under any other clause in this guarantee.

5 YOU MAY LIMIT, WITHDRAW FROM OR END THIS GUARANTEE

This clause applies if the Code of Banking Practice applies to this guarantee.

- 5.1 You can limit the amount or nature of your liability under this guarantee by asking us in writing. However, we may not agree to your request if:
- (a) the limit you've requested is less than the Money Owed By The Customer at the time (plus any interest, taxes or Costs, which may be incurred later in relation to that outstanding money);
 - (b) we're obliged to provide further money to the Customer; or
 - (c) we need to provide further money to the Customer to preserve the current value of an asset over which we have security for the Money Owed By The Customer (for example, where we provide money to the Customer to complete a house under construction).

5.2 You can also withdraw from this guarantee by asking us in writing:

- (a) at any time before we provide loans and other facilities to the Customer under the relevant Customer Agreement; or
- (b) after we provide loans and other facilities to the Customer, if the signed version of the relevant Customer Agreement differs in a material respect from the proposed agreement we gave you before you signed this guarantee,

but only to the extent this guarantee covers any obligations under the Customer Agreement.

5.3 You can end your liability under this guarantee by:

- (a) paying us the lower of:
 - (i) the outstanding Money Owed By The Customer (including any future or contingent liability that has accrued but doesn't have to be paid yet); and
 - (ii) the amount to which your liability is limited under this guarantee; or
- (b) making other arrangements we agree to in return for releasing you from this guarantee.

5.4 If we agree to any request you make under this clause, you're still liable for any Money Owed by the Customer that we agreed to give them before we received your request. Furthermore, you're still liable for any relevant interest, Costs or taxes that accrued before we received your request.

6 NEW OR CHANGED CUSTOMER AGREEMENTS

6.1 If the Customer enters into a new Customer Agreement, or an existing Customer Agreement is changed, this guarantee will cover them.

6.2 The new or changed Customer Agreement may decrease or increase the Money Owed By The Customer. It may also result in terms and conditions becoming less or more onerous.

6.3 This doesn't change the limit that you agree to under this guarantee, or affect or cancel this guarantee.

7 YOU'RE A GUARANTOR UNTIL WE RELEASE YOU

You're a guarantor until we release you from your obligations as a guarantor. We'll only do this if all Money Owed By the Customer and any other Amount You Owe Us has been paid – and we're satisfied that we can keep all payments from you or the Customer (for example, we may not be satisfied if another person could claim that a payment has to be repaid for any reason).

8 NOTHING AFFECTS OR CANCELS THIS GUARANTEE

8.1 You agree that our rights under this guarantee aren't affected or cancelled by anything else, including if:

- (a) we change or replace a Customer Agreement;
- (b) we give the Customer or a guarantor a concession (such as more time to pay), don't rely on any other right we have or their obligations aren't enforced;
- (c) we lose the benefit of or don't have a Security Interest or don't register a Security Interest;
- (d) any person who was intended to guarantee payment of the Money Owed By The Customer does not do so, or does not do so effectively;
- (e) another guarantee and indemnity ever exists for payment of the Money Owed By The Customer (whether it includes you or limits our rights to recover the Money Owed By The Customer in the same or a different way to this guarantee);
- (f) a Security Interest given by you, the Customer or another guarantor also secures obligations that are not covered by this guarantee;
- (g) you (or anyone else) dies or suffers a mental or physical disability or is Insolvent;
- (h) we continue any existing accounts or open new accounts with the Customer at any time after:
 - (i) you ask us in writing to limit your liability under this guarantee; or
 - (ii) this guarantee stops applying to further Money Owed By The Customer, (any amounts paid into those Customer accounts after that time, other than by you, won't discharge the Money Owed By The Customer up to that time or reduce your liability under this guarantee, unless we agree that it does); or
- (i) there are changes in the membership, name or business of a firm, trust, partnership, committee or association (including you ceasing to remain a member of a firm or partnership or it ceasing business).

8.2 If you're a Medium-Sized Guarantor and the Customer is a Medium-Sized Business, you also agree that our rights under this guarantee aren't affected or cancelled if we release the Customer, any Security Interest or any other guarantor for any reason.

8.3 If you're ever Insolvent, we may claim as a creditor in your Insolvency immediately for all the Money Owed By The Customer whether or not the Customer has failed to pay any amount. We may also claim as a creditor for any other Amount You Owe Us.

9 REINSTATEMENT OF RIGHTS

If a transaction (including a payment) relating to this guarantee or the Money Owed By The Customer is unenforceable or of no legal effect under laws relating to Insolvency, then:

- (a) we're immediately entitled to the rights we had against you in respect of the Money Owed By The Customer immediately before the transaction; and
- (b) you agree to do anything we ask to restore any Security Interest we had immediately before the transaction.

10 YOU SUSPEND SOME OF YOUR RIGHTS

As long as there is any Money Owed By The Customer, some of your rights will be suspended to protect the value of this guarantee. You may not, without our prior written consent:

- (a) exercise any right of Set-Off or counterclaim against us;
- (b) claim (or exercise any legal rights to claim) in competition with us, to be entitled to the benefit of another guarantee, indemnity or Security Interest:
 - (i) given in relation to Money Owed By The Customer or any other Amount You Owe Us (for example, you may not try to enforce any mortgage we've taken from the Customer to ensure repayment of the money they owe us);
or
 - (ii) in favour of someone other than us relating to any obligations of, or any other amounts that must be paid by, the Customer to – or for the account of – that other person;
- (c) claim an amount from the Customer, or another guarantor of the Customer's obligations, under a right of indemnity or contribution; or
- (d) claim an amount in the Insolvency of the Customer – or of another guarantor – of any of the Money Owed By The Customer.

11 HOW YOU MUST MAKE PAYMENTS

- 11.1 Unless required by law, every payment must be made in full and without any Set-Off, counterclaim, withholding or deduction. If you're required by law to withhold or deduct an amount from any payment to us (such as withholding tax) you must increase the payment by the amount deducted. You must also pay goods and services tax on any payment if it applies and is not already included in the payment.
- 11.2 If we receive money relating to this guarantee, we can use it towards paying the Money Owed By The Customer, or any other Amount You Owe Us, in any particular order we reasonably choose. We may even use the money we receive from other people to first repay any amounts in excess of the Basic Limit.
- 11.3 We may hold any money we receive, and place it in a 'suspense' (or temporary) account which doesn't accrue interest, for as long as we reasonably think appropriate to protect our rights under this guarantee.
- 11.4 If you don't meet your obligations under this guarantee, or we have previously notified you that the Customer is in default under the Customer Agreement, we can do the following without notice to you and otherwise with notice to you:
 - (a) open an account with us in your name which we may conduct; or
 - (b) debit an account held by you (or an account conducted by us in your name) with any Amount You Owe Us. You must pay any overdrawn balance on that account when we ask (keeping in mind any limit that applies to that account).
- 11.5 If you don't meet your obligations under this guarantee, or we have previously notified you that the Customer is in default under the Customer Agreement, we can do the following without notice to you and otherwise with notice to you:
 - (a) combine any two or more accounts held by you (or an account conducted by us in your name) with us;

- (b) Set Off or transfer the credit balance on any such account towards satisfying any overdue amounts you owe us (whether alone or with any other person); and
- (c) convert currency using our exchange rate to enable a Set-Off.

12 WHAT CURRENCY YOU MUST PAY US IN

- 12.1 You must pay us in Australian dollars even where the Basic Limit is in a foreign currency.
- 12.2 If you pay us in a currency other than the one which is due, we can convert your payment into the due currency. We'll act reasonably when making the conversion, but any Costs involved in converting currencies will be added to the Amount You Owe Us. This also applies if we're debiting an account of yours which is in a different currency to the due currency. After conversion, if the funds are less than the Amount You Owe Us, you have to pay us the difference.
- 12.3 If a court judgment, order or proof of debt for any Amount You Owe Us is expressed in a currency other than the one which is due, you have to pay us any difference arising from converting the other currency if the exchange rate we use is less favourable to us than the exchange rate used for the judgment, order or proof of debt. You also have to pay us any Costs we incur in converting the payment into the due currency.

13 WE CAN CHARGE YOU INTEREST ON OVERDUE AMOUNTS

- 13.1 We can charge you interest on any overdue Amount You Owe Us if that amount isn't already incurring interest.
- 13.2 An amount will already be incurring interest if we debit that amount to an account you hold with us or a new account we open in your name. If that's the case, we'll charge interest (including default interest) according to the terms and conditions of that account.
- 13.3 Under this clause we'll charge interest daily until you pay us. The rate of interest you must pay is:
 - (a) the highest rate of interest that the Customer must pay in relation to the Money Owed By The Customer (where the Customer has more than one facility with us there may be different rates of interest applied to the money they owe); or
 - (b) the rate of interest we reasonably choose (but this won't be higher than the highest rate of interest that the Customer must pay).
- 13.4 You must pay any interest on the day it's charged. If you don't, it will be added to the overdue amount and incur interest until it's paid.
- 13.5 If any Amount You Owe Us becomes covered by a court judgment or order, you have to pay interest on that amount in accordance with this clause as a separate obligation.

14 YOU AGREE TO PAY OR REIMBURSE US FOR CERTAIN EXPENSES

- 14.1 You agree to pay or reimburse us for all fees, taxes and reasonable Costs we incur relating to this guarantee, including our reasonable enforcement Costs and other enforcement charges we publish. You don't have to pay or reimburse us to the extent our fraud, negligence or misconduct (or of our officers, employees, contractors, agents or External Administrators we appoint) contributed to the relevant Costs being incurred.
- 14.2 If you're a Medium-Sized Guarantor and the Customer is a Medium-Sized Business, you also agree to indemnify us (and our officers, employees, contractors and agents) and any

External Administrator we appoint for, and must pay us on demand amounts equal to any loss, damage or Costs incurred relating to this guarantee, including enforcement Costs, on a full indemnity basis.

15 GIVING SECURITY FOR THIS GUARANTEE

- 15.1 Any Security Interest you give to us at the date of this guarantee or in the future will be security for the performance of your obligations under this guarantee, unless we both agree otherwise.
- 15.2 The Security Interest gives us certain rights to sell your property if you don't meet your obligations under this guarantee (which includes not paying any Amount You Owe Us). Please note that our rights are set out in the document where you give that Security Interest to us.

16 WHAT YOU PROMISE

You promise that:

- (a) the financial information you gave us gives an accurate and up-to-date view of your financial position;
- (b) you haven't withheld any information from us which might reasonably be expected to affect our decision to enter into this guarantee or any Customer Agreement;
- (c) you don't have a material dispute with anyone;
- (d) if you are a company, entering into this guarantee is for your own commercial benefit;
- (e) you're not Insolvent;
- (f) unless otherwise stated in this guarantee, you're not a trustee of any trust nor a partner in a partnership;
- (g) signing this guarantee won't cause:
 - (i) you to breach any law or agreement you have with someone else; or
 - (ii) any payment obligation you owe to anyone to become due earlier than scheduled; and
- (h) you'll do everything you're required to do promptly unless a specific time for performing it is set out in this guarantee.

17 TRUSTEE PROMISES

- 17.1 If a trust name is included below your name in the Details, your liability to us is supported by you personally, by you as trustee of that trust, as well as by your own assets and the trust assets. You also promise that:
- (a) you're the only trustee of the trust and no steps have been taken to remove you as trustee;
 - (b) you have power and authority to enter into this guarantee and are doing so in good faith, for a proper purpose and for the benefit of all the beneficiaries of the trust;

- (c) you have the right to be fully indemnified out of the trust assets for obligations incurred as trustee under this guarantee ahead of the beneficiaries' claims;
- (d) you aren't in breach (however described) under the terms of the trust;
- (e) you won't without our prior written consent:
 - (i) amend the trust deed;
 - (ii) cease to be the only trustee; or
 - (iii) breach your duties as trustee of the trust;
- (f) the trust has not vested or terminated; and
- (g) true copies of the trust documents have been provided and they disclose all the terms of the trust.

17.2 If you sign this guarantee as a trustee, you will also:

- (a) give us copies of all the trust documents we ask for;
- (b) if we ask, exercise your right to be indemnified out of the trust assets to satisfy any liabilities under this guarantee; and
- (c) comply with the terms of the trust and ensure that your rights as trustee have priority over the beneficiaries' interests.

17.3 You agree not to do any of the following without our prior written consent:

- (a) end the trust, or distribute trust assets;
- (b) change the trust terms;
- (c) change the trustee of the trust;
- (d) allow a Security Interest to exist over any trust asset; or
- (e) add any beneficiaries to the trust, including (if the trust is a unit trust) by issuing units to any person who isn't a unit holder on the date of this guarantee.

18 YOU MUST TELL US IF ANY PROMISE BECOMES UNTRUE

You must tell us if anything happens which means you couldn't truthfully repeat all the promises you give under this guarantee.

19 YOU AGREE TO TAKE REASONABLE STEPS WE ASK YOU TO TAKE

19.1 We might need your help to ensure that this guarantee is correctly completed, that all guarantors to this guarantee are bound by it, and that you're complying with this guarantee.

19.2 You agree to do anything we ask which we regard as reasonable and necessary to protect our rights under this guarantee – or to protect its value to us.

20 POWER OF ATTORNEY

You appoint us and our officers as your attorney and agree to ratify anything we do in relation to:

- (a) exercising your right of proof in the Insolvency of the Customer or any other guarantor of the Customer's obligations relating to a matter not related to your rights as "Guarantor" under this guarantee;
- (b) delegating and revoking our powers as your attorney; and

- (c) exercising our powers even where there's a conflict of duty.

21 HOW WE EXERCISE OUR RIGHTS

- 21.1 We can exercise any right we have under this guarantee in any reasonable way to make sure we recover the Amount You Owe Us. We can exercise a right even where we have a conflict of interest or personal interest. If we don't exercise a right fully or at a given time, we can still exercise it later.
- 21.2 We're not liable to you for any loss, liability or Costs incurred relating to us exercising (or not exercising) our rights – or because of the way we decide to exercise our rights – except to the extent our fraud, negligence or misconduct (or that of our officers, employees, contractors or agents we appoint) contributed to the relevant loss, liability or Costs being incurred.

22 CODE OF BANKING PRACTICE

We've adopted the Code of Banking Practice. The Code will apply to this guarantee if you're an individual and the Customer is another individual or a small business customer (these terms are defined in the Code of Banking Practice). You can find out more about the Code on our website (nab.com.au, search for "Code of Banking Practice").

23 ASSIGNMENT

- 23.1 We may assign or otherwise deal with our rights under this guarantee in any way we consider appropriate and you agree to help us, including by signing any document or providing consent. We may disclose any information or document to do so.
- 23.2 You can't assign your rights under this guarantee without our prior written consent.

24 CONFIDENTIALITY

We and you agree to keep this guarantee and any information provided to each other confidential. We and you will only disclose that information:

- (a) to our respective officers, employees, legal and other advisers and auditors;
- (b) to an External Administrator;
- (c) to third parties with the consent of the other party (such consent not to be unreasonably withheld);
- (d) if required by any securities exchange or if allowed or required by law;
- (e) if there is a regulatory event such as changes in law or prudential standards, policies or requirements applying to us, or by the actions of a regulatory authority;
- (f) if we're assigning or otherwise dealing with our interest under this guarantee;
- (g) to register or maintain any Security Interest;
- (h) to enforce our rights under this guarantee; and
- (i) to any person who provides a Security Interest to us (or to a person we believe may do so), but on the same confidential basis set out above. This includes any other guarantor named in this guarantee.

25 COMMUNICATIONS

- 25.1 Notices, statements, certificates and other communications from us can be:
 - (a) given to you personally;
 - (b) left at or posted to your address last nominated by you;

- (c) sent by facsimile to your fax number last nominated by you;
- (d) given to you by notifying you through an electronic service provided by us that information is available electronically;
- (e) published in the press or at nab.com.au; or
- (f) given to you electronically by:
 - (i) short message service (SMS) to your mobile telephone number or email; or
 - (ii) notifying you by short message service (SMS), or by email, of information on our website.

We'll use your last nominated mobile number or email address for that notice. You may change your nominated electronic address or mobile number, by giving us notice or calling us on 13 10 12. On request, we'll provide you with paper copies of any notices or communications sent to you (seven years from the time the information is given).

- 25.2 If we send you a document or communication by ordinary post, you're taken to have received it five days after it was posted.
- 25.3 If we send you a document or communication by facsimile, you're taken to have received it at the time and date shown on the delivery receipt.
- 25.4 If we send you a document or communication by another form of electronic communication (such as SMS or electronic mail), you're taken to have received it when it enters your information system as recipient.
- 25.5 If a document or communication is published in the press or on the internet, you're taken to have received it when it's first published.
- 25.6 Written communications from you must be signed (including electronically) by you - or by a director or another person we've approved in the case of a company or another entity.
- 25.7 We may record some conversations with you. We'll notify you before we do so or before we use the recording for any external purpose.

26 MAKING CHANGES TO THIS GUARANTEE

This guarantee can't be changed unless you and we agree to the change in writing.

27 SOME OTHER GENERAL TERMS THAT APPLY

- 27.1 We've tried to make this guarantee fair and reasonable. However, if any law applies to make part of this guarantee inoperative then the intention is for it to be interpreted in a way which preserves as much of this guarantee and its operative effect as the law allows.
- 27.2 In this guarantee, a reference to any legislation includes regulations and other instruments under it and any variation or replacement of any of them.
- 27.3 This guarantee is governed by the laws of the place shown in our address in the Details. You agree to any court dispute being conducted in the courts of that place.
- 27.4 This guarantee may consist of several copies, each signed by one or more parties to this guarantee. If so, the signed copies are treated as making up the one document.
- 27.5 This guarantee operates as a deed.
- 27.6 This guarantee binds each person who signs as guarantor even if another person who was intended to sign doesn't sign it or isn't bound by it.

- 27.7 Any indemnity or reimbursement obligation under this guarantee is a continuing obligation, independent of your other obligations under this guarantee and continues after this guarantee ends.
- 27.8 We need not have incurred an expense or made a payment before enforcing a payment, reimbursement obligation or indemnity.
- 27.9 Our rights under this guarantee are in addition to any other rights we have by law independent of this guarantee.

28 MEANINGS OF SOME WORDS

The meanings of some words used in this guarantee are set out below:

Amount You Owe Us means all money you owe us under this guarantee (which may be more than the Money Owed By The Customer). This includes:

- (a) the Money Owed By The Customer;
- (b) any money you owe us under the indemnity you provide us;
- (c) any Costs you must pay;
- (d) the interest on the Amount You Owe Us; and
- (e) any amounts you must pay if you breach an obligation you owe us (other than an obligation to pay money) under this guarantee.

Basic Limit means the amount calculated as set out in the "Amount You Agree to Pay" section of this guarantee.

Customer means the person named as Customer in the Details. Where more than one person is named as Customer, 'Customer' means each of them separately and two or more of them jointly.

Customer Agreement means each agreement where we provide loans and other facilities to the Customer.

Costs means our costs, charges, fees, expenses and other outgoings, including those that are contingent or prospective. This also includes any costs incurred where we appoint agents, advisers, lawyers or professional consultants and the reasonable expenses incurred by our staff and for the use of our operations, premises and resources.

Economic Costs means all amounts which the Customer agrees to pay us because any credit or financial accommodation which we have given, or may give, at a fixed rate of interest or fixed rate of discount is changed to another rate or type of rate (such as a variable rate) or is cancelled, becomes repayable or is prepaid early for any reason.

External Administrator means a receiver, receiver and manager, administrator, liquidator, provisional liquidator, controller or bankruptcy trustee.

A person is **Insolvent** if:

- (a) they are (or state they are) insolvent or an insolvent under administration (each as defined in the Corporations Act 2001 (Cth));
- (b) they have an External Administrator appointed to them or any of their assets, are in liquidation, in provisional liquidation, under administration or being wound up;
- (c) execution, distress, or any other process is attempted or imposed regarding any of their undertaking, property or assets;

- (d) a compromise, arrangement, assignment, moratorium or composition is proposed with, or becomes effective in relation to, their creditors or any class of their creditors (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by us);
- (e) an application or order has been made (and, in the case of an application, it isn't stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with them, which is preparatory to or could result in any of the things referred to above;
- (f) they're taken (under section 459F of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory demand;
- (g) they're the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act 2001 (Cth);
- (h) they're a natural person who commits an act of bankruptcy within the meaning of the Bankruptcy Act 1966 (Cth);
- (i) they're otherwise unable to pay their debts when they fall due; or
- (j) something having a substantially similar effect to any of the things referred to above happens in connection with them under any law.

The Customer is a **Medium-Sized Business** if the total of our business finance credit exposures to the Customer and its related entities is at least \$3,000,000. "Related entities" of the Customer are those who we reasonably determine are under common ownership control or management control with the Customer or by the Customer. We make any such determinations under our aggregate risk policies.

You are a **Medium-Sized Guarantor** if at the time you sign this guarantee you employ 20 persons or more. This also includes casual employees who are employed on a regular and systematic basis.

Money Owed By The Customer means all money the Customer (either alone or together with another person) owes us, or may owe us in the future for any reason. This may include principal, amounts in the nature of principal, interest, Costs, taxes and any Economic Costs.

Security Interest means the document or act that creates a security for the payment of money or performance of an obligation. This includes a security interest as defined in the Personal Property Securities Act 2009 (Cth). It also includes any general security, specific security, mortgage, charge, lien, pledge, guarantee, title retention, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangement. An example of a security interest is a mortgage over your home.

Set off means the right that may arise if we owe you money, and you owe us money. We can deduct the Amount You Owe Us from the amount we owe you, so that only the difference has to be paid.

us, we or our means National Australia Bank Limited (ABN 12 004 044 937) and includes our successors and assigns.

you means each person named as a guarantor in the Details. Where more than one person is named as a guarantor, 'you' means each of you separately and two or more of you jointly.

SIGNING PAGES

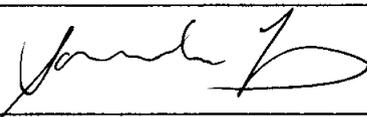
IMPORTANT	
BEFORE YOU SIGN	READ THIS GUARANTEE AND THE CREDIT CONTRACT DOCUMENT <ul style="list-style-type: none"> You should obtain independent legal advice. You should also consider obtaining independent financial advice. You should make your own enquiries about the credit worthiness, financial position and honesty of the Customer.
THINGS YOU MUST KNOW	<ul style="list-style-type: none"> Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the Customer to pay the amounts which the Customer owes and the reasonable expenses of the credit provider in enforcing the guarantee. If the Customer doesn't pay, you must pay. This could mean you lose everything you own including your home. If the Code of Banking Practice applies to this guarantee, you may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee. You aren't bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you've agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.

Signed, Sealed and Delivered as a Deed by Individual Guarantor



Signature of Individual Guarantor

Signed in the presence of the Guarantor's solicitor or bank officer



Signature of Witness

To be witnessed by the solicitor who signs the solicitor's certificate or bank officer

ANTE FRANE BASTAC

Full Name of Guarantor (BLOCK LETTERS)

04/01/19

Date

Sandra Yoon

Full Name of Witness (BLOCK LETTERS)

04/01/19

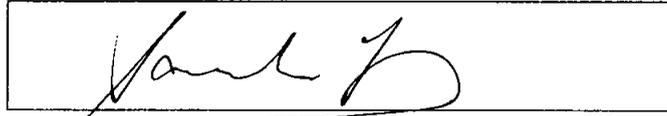
Date

Certificate from Individual Guarantor's solicitor*

(*Note: Not required if a solicitor has advised the prospective guarantor about this guarantee and evidence of advice is provided to NAB in a form prescribed by legislation)

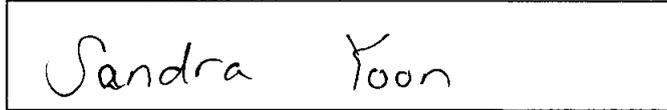
I certify that:

- I am an Australian legal practitioner instructed and employed by this guarantor independently of NAB and the Customer.



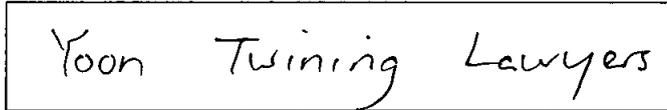
Signature of Solicitor

- I am not aware of any actual or likely conflict between the interests of this guarantor in relation to this guarantee and the interests of myself, our firm or any other client of our firm.



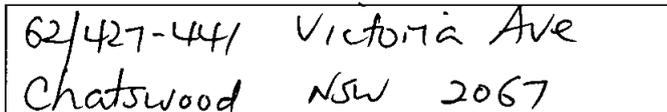
Name of Solicitor (BLOCK LETTERS)

- In the absence of any other person connected with this guarantee or the Customer:

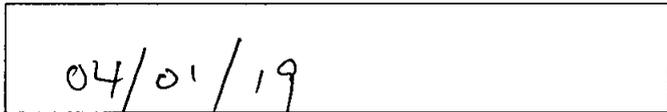


Name of Firm (BLOCK LETTERS)

- I provided legal advice to this guarantor about this guarantee, who appeared to understand the advice and the nature and effect of obligations of the guarantor under this guarantee, and
- they then signed it in my presence.



Address of Firm (BLOCK LETTERS)



Date

IMPORTANT

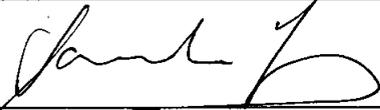
BEFORE YOU SIGN	READ THIS GUARANTEE AND THE CREDIT CONTRACT DOCUMENT <ul style="list-style-type: none">• You should obtain independent legal advice.• You should also consider obtaining independent financial advice.• You should make your own enquiries about the credit worthiness, financial position and honesty of the Customer.
THINGS YOU MUST KNOW	<ul style="list-style-type: none">• Understand that, by signing this guarantee, you may become personally responsible instead of, or as well as, the Customer to pay the amounts which the Customer owes and the reasonable expenses of the credit provider in enforcing the guarantee.• If the Customer doesn't pay, you must pay. This could mean you lose everything you own including your home.• If the Code of Banking Practice applies to this guarantee, you may be able to withdraw from this guarantee or limit your liability. Ask your legal adviser about this before you sign this guarantee.• You aren't bound by a change to the credit contract, or by a new credit contract, that increases your liabilities under the guarantee unless you've agreed in writing and have been given written particulars of the change or a copy of the new credit contract document.

Signed, Sealed and Delivered as a Deed by Individual Guarantor



Signature of Individual Guarantor

Signed in the presence of the Guarantor's solicitor or bank officer



Signature of Witness

To be witnessed by the solicitor who signs the solicitor's certificate or bank officer

VERONIKA MARY RAKIC

Full Name of Guarantor (BLOCK LETTERS)

Sandra Yoon

Full Name of Witness (BLOCK LETTERS)

04/01/19

Date

04/01/19

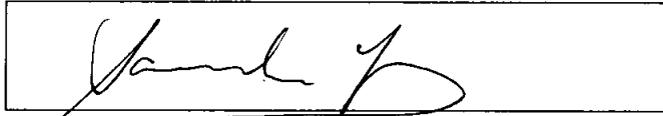
Date

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(*Note: Not required if a solicitor has advised the prospective guarantor about this guarantee and evidence of advice is provided to NAB in a form prescribed by legislation)

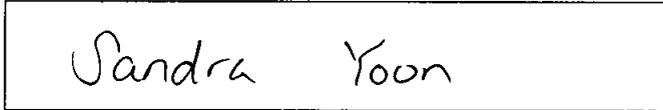
I certify that:

- I am an Australian legal practitioner instructed and employed by this guarantor independently of NAB and the Customer.



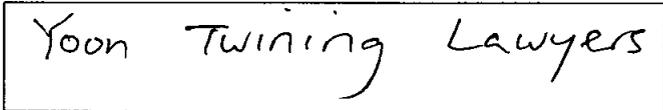
Signature of Solicitor

- I am not aware of any actual or likely conflict between the interests of this guarantor in relation to this guarantee and the interests of myself, our firm or any other client of our firm.



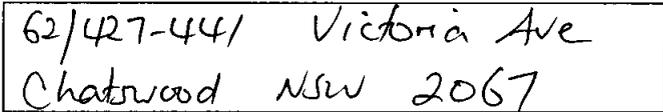
Name of Solicitor (BLOCK LETTERS)

- In the absence of any other person connected with this guarantee or the Customer:

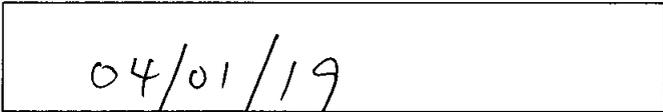


Name of Firm (BLOCK LETTERS)

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- they then signed it in my presence.



Address of Firm (BLOCK LETTERS)

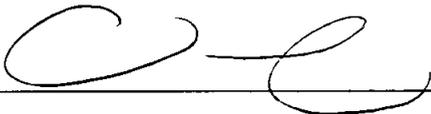


Date

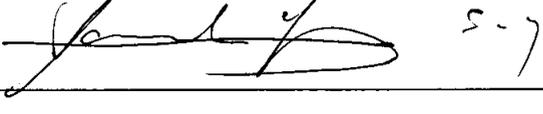
Avja Property Pty Ltd ACN 629 637 145 as Trustee for 16/25 Industrial Avenue, Molendinar QLD 4214

Name of Company Guarantor (BLOCK LETTERS)

Executed as a Deed by the Company named above in accordance with Section 127 of the Corporations Act 2001 (Cth)



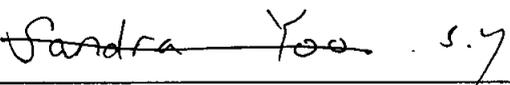
Signature



Signature

Veronika Mary Rakic

Full name (BLOCK LETTERS)



Full name (BLOCK LETTERS)

Director / Company Secretary*

Delete whichever is not applicable

Director

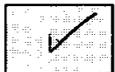
Office Held

Office Held

04/01/19

Date

Date



* Please tick here if you are signing as Sole Director and Sole Company Secretary

