

## PERSONAL GUARANTEE

To: OilCorp Fuels Pty Ltd ABN 64 605 166 443 hereinafter called "OilCorp" In consideration of OilCorp and/or its Related Bodies Corporate or their respective assigns trading under various firm names or styles ("OilCorp ") agreeing at the request of the Guarantor (which request is testified by the Guarantor's agreement to this document) to commence or continue to supply to the Customer on credit or otherwise goods and/or services from time to time on the terms and conditions imposed from time to time by OilCorp on the Customer and the Guarantor (jointly and severally if more than one) agrees with OilCorp as follows:

1. To pay to OilCorp without any demand and without any deductions, all monies which are now or may from time to time hereafter be owing or remain unpaid by the Customer to OilCorp on all accounts whatsoever including (without limitation):
  - (a) all moneys payable in respect of the supply of goods and services;
  - (b) interest payable on overdue accounts; and
  - (c) costs (on a full indemnity basis) of any attempt made by or on behalf of OilCorp to recover monies from the Customer or from the guarantor or to secure any such indebtedness or liability to OilCorp . Monies shall for the purpose of this Guarantee remain owing and unpaid until they have been actually paid to OilCorp notwithstanding that they may not be or may cease to be recoverable from the Customer or any other person.
  - (d) To Guarantee the due performance of the Customer of any other obligations owed by it to OilCorp .
2. This Guarantee shall be a continuing Guarantee.
3. OilCorp may at any time (with or without the notice to the Guarantor) without discharging the Guarantor from liability:
  - (a) grant time or other indulgence to the Customer in respect of the liability of the Customer to pay OilCorp ;
  - (b) accept payment from the Customer in cash or by means of negotiable instruments;
  - (c) refuse to supply to the Customer further supplies of products and/or services;
  - (d) grant to the Customer or to any drawers, acceptors or endorsers of Bills of Exchange, Promissory Notes or other securities received by OilCorp from the Customer or on which the Customer may be liable to OilCorp at any time, further time or other indulgences;
  - (e) may release or impair any security;
  - (f) release or otherwise compromise with the Customer;
  - (g) release or otherwise compromise with another Guarantor.
4. The Guarantor shall not be discharged from liability by:
  - (a) the administration in insolvency of the Customer or the Guarantor or either of them.
  - (b) administration in insolvency includes any receivership or receivership and management, any winding up (voluntary or compulsory) and any official management or composition, arrangement with or assignment for the benefit of creditors in the administration in equity or otherwise of the estate or assets in whole or in part of the Customer or Guarantor as the case may be;
  - (c) from time to time any variation, modification or novation in the terms of supply of the obligations of the Customer or of other aspects of the relationship between OilCorp and the Customer;
  - (d) OilCorp 's act, neglect, omission, delay or default by which the whole or part of the liability of the Guarantor or all or any part of the liabilities of the Guarantee would but for this provision have been affected or discharged;
  - (e) the release of the Customer and or one or more Guarantors by operation of law or otherwise.
5. The Guarantor shall pay to OilCorp upon demand from time to time amounts equal to amounts received by OilCorp for the credit of any account of the Customer and for which OilCorp may in or in connection with any administration in insolvency of the Customer be obliged to account to any person or may in its discretion so account.
6. The Guarantor shall be jointly and severally liable with the Customer as principal debtor and not a mere surety for the Customer and the Guarantor waives all rights inconsistent with the provisions of this clause 6 which the Guarantor might otherwise have been entitled to claim and enforce. The obligations of the Guarantor imposed by this clause shall not be in any way limited by other clauses in this Guarantee.
7. This Guarantee shall be enforceable against the Guarantor (if more than one) jointly and against each of them severally notwithstanding that any negotiable instrument or other securities as referred to in clause 3 hereof shall at the time of proceedings being taken by OilCorp against the Guarantor or any of them be then outstanding or in circulation.
8. This Guarantee shall remain in force so long as the Customer shall maintain an account with OilCorp for the sale of products and/or rendering of services by OilCorp to the Customer notwithstanding that the account may from time to time be not in debt PROVIDED THAT the Guarantor may, by giving OilCorp three months' prior notice in writing, terminate this Guarantee so far as it relates to transactions occurring between OilCorp and the Customer after the expiry of that period whereupon the liability of the Guarantor upon this Guarantee shall be limited to the amount

representing the indebtedness of the Customer to OilCorp at the date upon which that period of three months expires. That Notice must be left personally with the National Credit Manager of OilCorp or such other person as may be notified by OilCorp to the Guarantor in writing.

9. In the event that the whole or any part or parts of any provision in this Guarantee should be held to be void or unenforceable in whole or in part then such provision or part thereof shall to that extent be severed from this Guarantee but the validity and enforceability of the remainder of this Guarantee shall not be affected.
10. Notwithstanding that this Guarantee may be intended or expressed to be given by more than one Guarantor, it shall be valid and binding on each person or persons as that person shall agree to the Guarantee and shall be binding forthwith upon agreeing to the Guarantee by such person and shall continue to be binding on each such Guarantor or Guarantors even if other Guarantors shall not in fact subsequently tick the electronic box to agree to the Guarantee or otherwise be bound as a Guarantor.
11. A statement in writing signed by OilCorp's Manager or Credit Manager stating monies payable by the Guarantor to OilCorp shall be prima facie evidence of the amount payable and will be deemed to be served if left in an envelope or mailed to the guarantor at the address shown on this Guarantee.
12. Whatever the context of this Guarantee so admits or requires, words importing the singular number shall include the plural number, and those importing a gender include the other genders, and words importing natural persons shall include corporations. This Guarantee and all obligations hereunder shall be binding on the Guarantor's personal representatives, successors and permitted assigns.
13. (a) Unless varied by notice in writing by OilCorp, this Guarantee and every variation amendment or special term of this Guarantee and all matters arising from the relationship of OilCorp with the Guarantor shall be interpreted and governed in accordance with the laws of the State or Territory specified or made applicable in the terms and conditions of sale agreed on by OilCorp and the Customer provided that if those terms do not so specify then in accordance with the laws of the State or Territory in which this Guarantee is agreed and entered into.  
(a) The Guarantor submits to the exclusive jurisdiction of the Courts in the capital city of the State or Territory provided for in clause 13(a) or such other State or Territory (or, if there is more than one court in any such capital city, the one chosen by OilCorp at its absolute discretion) as OilCorp may from time to time notify in writing to the Guarantor.  
(b) OilCorp and the Guarantor agree that proceedings may be commenced in any Court in the capital city of the State or Territory having jurisdiction by virtue of clauses 13(a) or (b) above and consent to that court having locality jurisdiction notwithstanding that it may not have such jurisdiction without this consent.
14. Where the Guarantor is a trustee:  
(a) The Guarantor agrees to forthwith produce a stamped copy of the trust deed (with all amendments) if and when requested by OilCorp;  
(b) The Guarantor warrants that he, she or it has full power and authority for the benefit and purposes and objects of the trust to enter into this Guarantee on behalf of the trust and that he she or it (as the case may be) (and that the trust and all of its real or personal property) shall be bound by the terms of this Guarantee both personally and as trustee irrespective of whether or not the guarantor discloses to OilCorp that the guarantor is a trustee at the time of entering into this Guarantee.
15. To better secure the payment of all monies which the Guarantor may become liable to pay to OilCorp hereunder, and as an essential condition of this Guarantee, the Guarantor charges all of its interest in real property both present and future and wheresoever situated with the amount of the Guarantor's indebtedness to OilCorp on any account whatsoever from time to time and shall, immediately upon demand being made on the Guarantor by OilCorp, sign all documents and do all things that OilCorp may reasonably require to be signed and done to further secure to OilCorp the amount of any indebtedness owed to OilCorp from time to time by the Customer or Guarantor including, but without being limited to, such mortgage or mortgages (including, without limitation, a mortgage in the terms contained in the approved for the State in which the assets are located or any revision or replacement of that form) over any real property (whether acquired before or after the date of this Guarantee) containing such covenants as are required by OilCorp and such bills of sale or mortgage debentures over any or all items of personal property as are listed in any section of this Guarantee giving details of assets. The Guarantor (and if more than one then jointly and each of them severally) irrevocably appoint(s) OilCorp, each Manager and each Credit Manager from time to time of OilCorp, each successor of OilCorp, each assignee of OilCorp and each of them severally to be the duly constituted attorney of each Guarantor to execute in the name of each Guarantor and as each Guarantor's several act and deed any documents including, without limitation, any mortgage or mortgages of real property, bills of sale, mortgage debentures or any like documents and Consents to any Caveats as OilCorp may wish to lodge against any dealings in the real property of the Guarantor in any Titles Office (and if more than one Guarantor, the real property of each Guarantor severally and real property of each combination of Guarantors) and to do all acts and execute any documents necessary to give effect to and/or register any of the foregoing. Each Guarantor undertakes to not object

to the lodging of any such caveat or take any steps to remove any such caveat. "Real property" includes estates and interests including leasehold. I/We hereby also authorise any officer, partner or employee of any solicitors or agents engaged by OilCorp or any of OilCorp 's officers or employees as referred to previously in this clause to sign any stamp duties form on my/our behalf so as to stamp any form required to withdraw any caveat lodged by OilCorp over any of my/our real property.

16. Each of us acknowledge that the information provided in this Agreement is the basis for evaluation by OilCorp of the financial standing and credit worthiness of each of us and do hereby:
- (a) certify that the information provided in this Agreement is true and correct;
  - (b) acknowledge that OilCorp has informed me/us, in accordance with the Privacy Act 1988 as amended, that certain items of personal information, including an opinion about me/us are permitted to be kept on a credit information file and might be disclosed to credit reporting agencies;
  - (c) in accordance with the Privacy Act 1988 as amended: (i) agree to OilCorp obtaining from a business which provides information about the commercial credit worthiness of persons, information concerning my/our commercial activities or commercial credit worthiness and using such information for the purpose of assessing whether to accept me/us as guarantors. (ii) authorise OilCorp to exercise my/our rights to access to my/our credit information file and credit reports;
  - (d) agree that OilCorp may give to and seek from any credit providers reports and information that has any bearing on my/our credit worthiness, credit standing, credit history or credit capacity for any of the following purposes: (i) to assess an application by me/us for credit or commercial credit. (ii) to notify other credit providers or a default by me/us. (iii) to exchange information with other credit providers as to the status of my/our account where I am/we are in default with OilCorp or another credit provider. (iv) to access my/our credit worthiness or commercial credit worthiness at any time. (v) to access whether to accept me/us as guarantors or to continue supplying credit to the Customer;
  - (e) agree that OilCorp may seek, from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a Guarantor for credit applied for, or provided to, the Customer;

**EACH GUARANTOR NAMED ON THE APPLICATION HEREBY AGREES TO BE LEGALLY BOUND BY THIS GUARANTEE**

**I/We hereby acknowledge and agree that before agreeing to be bound by this Guarantee I/we have been given and have read all of the terms of the Credit Application, Terms and Conditions of Sale and agreement between OilCorp and the Customer and this Guarantee and that I/we fully understand that the terms and nature and effect of each of those terms and conditions and in particular that this Guarantee will be a continuing guarantee (subject only to its terms) for all of the Customer's obligations under the Application for Credit Facilities and that I/we have been given an opportunity to obtain legal advice on those terms and either have taken that advice or declined to get it (as the case may be).**