



BARRO GROUP

APPLICATION for COMMERCIAL CREDIT

BARRO GROUP PTY LIMITED

Reg Office: 191 Drummond Street Carlton Vic 3053

Postal Address: PO Box 663 Carlton South Vic 3053

Telephone: 03) 8656 3900

Email: barro@barro.com.au

- This **Application for Commercial Credit** and the attached **General Terms and Conditions of Sale** are CRITICAL DOCUMENTS
- **DO NOT** complete this Application if you have any queries about what you are signing, in particular the Guarantee and Indemnity
- Barro Group suggests you seek independent commercial, financial and/or legal advice

To complete this Application -

1. **Please read the attached Barro Group General Terms and Conditions of Sale which apply to the sale of all products and the provision of all services by Barro Group** (*retain the General Terms & Conditions of Sale for your records*). Forms of quotations, invoices, statements and delivery dockets will have endorsed on them from time to time terms and conditions on the back and front of such document which are to be the terms and conditions applicable to each sale or provision of service by Barro Group and in the event of any inconsistency between the attached General Terms and Conditions of Sale and the terms and conditions on the front and back of any such document, the terms and conditions on the back and front of the document will prevail to the fullest extent permissible by law.
2. **Complete all details of this Application** – if you have any queries with regard to the information requested please contact Barro Group's Credit Manager on the above telephone number
3. In addition to **full signatories** where stipulated, please **initial each page** of the application
4. If the Applicant is a Company, the **Deed of Guarantee and Indemnity** form must be completed by all directors of the Company.
 - ❖ The **Deed of Guarantee and Indemnity – Director** : is for use where a director of the Applicant company is to provide a guarantee and indemnity on behalf of the Applicant Company to Barro Group
 - ❖ The **Deed of Guarantee and Indemnity – Third Party Guarantee** : is for use in the case where a director of the Applicant company is providing a Deed of Guarantee and Indemnity given by a Third Party to Barro Group. The Third Party Guarantor(s) is required to provide Barro Group with an executed:
 - Certificate of Advice from a Solicitor
 - Acknowledgment given by Guarantor(s) to the Certifying Solicitor

Guarantors should not witness each other's signature and witnesses should be aged 18 years or older
5. When completed, take a copy of the Application for your records and mail the original application form to:

Credit Manager, Barro Group, PO Box 663 Carlton South Vic 3053
 or hand the form to your Barro Group representative - *emailed applications must be followed up with delivery of original documents*
6. Your Application will be assessed and our Credit Manager will advise you of the result of your application
7. The granting of credit is at the absolute discretion of Barro Group and credit will not be of any effect unless confirmed in writing by Barro Group

APPLICATION for COMMERCIAL CREDIT

This application for Commercial Credit is made to the following companies (each of which is referred to in this application as 'Barro' or 'the Company') and means and includes

- Barro Group Pty Ltd ACN 005 105 724 ABN 25 553 947 414 and its related bodies corporate (as defined in the Corporations Act 2001) which include but are not limited to -
- Dundowran Blue Metal Quarries Pty Ltd ACN 010 308 479 ABN 58 010 308 479.
- Presto Transport Pty Ltd ACN 004 413 316 ABN 76 004 413 316
- Wodonga Quarries Pty Ltd ACN 006 795 857 ABN 26 006 795 857
- Bromelton Quarry Pty Ltd ACN 144 558 903 ABN 97 144 558 903
- Mt Marrow Blue Metal Quarries Pty Ltd ACN 004 879 930 ABN 64 004 879 930
- Flintstones Garden Supply Centre Pty Ltd ACN 006 319 320 ABN 90 006 319 320
- Australian Precast Pty Ltd ACN 053 770 200 ABN 61 053 770 200
- Railway Sand Supplies Pty Ltd ACN 097 635 017 ABN 59 097 635 017
- Probar Australia Pty Ltd ACN 645 175 453 ABN 29 645 175 453

and includes any other related body corporate of Barro Group Pty Ltd which supplies goods and services.

Business names include but are not limited to Pronto Mixed Concrete, Pronto Concrete, Mountain View Quarries, Barro Builders' Supplies, Geelong Premixed Concrete, Tyre Lug Services, Nyora Sands, Yea Sand & Gravel, Yea Quarries, Seymour Quarries, Anacon Laboratory Services, Mt Cotton Concrete, Mt Cotton Quarry, Townsville Concrete, Black River Quarries, Hervey Bay Readymix, Hervey Bay Quarries, Maryborough Quarries, Melbourne Sands, Sunshine Landfill, Gladstone Premix Concrete and any other business name whether registered or not under which Barro Group Pty Ltd and any of its related bodies corporate conduct a business

APPLICANT'S DETAILS

Date of this Application:	LEGAL STRUCTURE (✓)		
	<input type="checkbox"/> Company (Pty Ltd)	<input type="checkbox"/> Company Ltd	<input type="checkbox"/> Inc Body
	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Trustee	<input type="checkbox"/> Other (e.g. Govt)
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Registered Business	

Note: If trading as other than a Sole Trader, a Guarantee/Indemnity (herein) will be requested as security

<u>COMPANY NAME</u> ACN ABN <u>TRADING NAME(S) IF ANY:</u>	<u>REGISTERED BUSINESS NAME</u> ARBN ABN <u>FULL NAME(S) – SOLE TRADER OR PARTNERS</u> ABN	<u>NAME OF TRUST</u> ABN <u>NAME OF TRUSTEE</u> ACN ABN
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Type of Business	No of Staff Employed	Date Business Commenced: <small>If business is less than two (2) years old, attach details of previous business background</small>	
Postal Address (for mailing of accounts)			Post Code
Business Address: Ownership of Business Address (✓) <input type="checkbox"/> Rented <input type="checkbox"/> Owned If owned, Year Purchased		Post Code	
Registered Office			Post Code
Tel (Business)	Fax	Mob	Email
Bank Name:		Bank Branch: BSB Account No	Do you wish to make payments by EFT (✓): <input type="checkbox"/> YES <input type="checkbox"/> NO

CONTACT PERSON FOR PAYMENTS NAME:	TEL:
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ASSETS / LIABILITIES [attach separate sheet if required]

Description of Asset	Value	Owing	Lender / Security

Estimated Monthly Purchases \$	Will Purchase Orders be used? (✓): <input type="checkbox"/> YES <input type="checkbox"/> NO
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TRADE REFERENCES [MINIMUM THREE (3) REQUIRED] MAJOR SUPPLIERS ONLY

Name of Business (Referee)	Business Hours Contact Numbers	Barro USE ONLY
	Tel E:	
	Tel E:	
	Tel E:	

Applicants Initials

TERMS & CONDITIONS OF APPLICATION FOR COMMERCIAL CREDIT page 1 of 2

The Applicant acknowledges as follows -

1. The Applicant hereby applies to establish a credit facility with Barro.
2. The Applicant has received a copy of the Barro **General Terms and Conditions of Sale** and agrees to be bound by these terms and conditions of sale. These Terms and Conditions of Sale may only be altered after written notice of any change is given
3. The information provided in this application is confidential and is supplied for the purpose of establishing and maintaining a credit account with Barro
4. In the case of an Applicant:
 - (a) which is a company, all directors of the Applicant, or
 - (b) which is a partnership, all partners comprising the partnership;
 agree that the terms of clauses 5, 6, 7, 8 & 9 apply to each director and partner (as the case may be) of the Applicant.

4.1 When the director(s) intend to provide a **third party guarantee**, the third party guarantor must be provided with this application, the General Terms and Conditions of Sale together with certificates attached to the Third Party Guarantee and Indemnity Form. The certificates attached must be completed

PRIVACY ACT –

5. The Applicant acknowledges that Barro by this clause informs the Applicant that under the Privacy Act ("the Act") Barro is allowed to give a credit reporting agency personal information about this credit application. The information which may be given to an agency is covered in the Act and includes:
 - Identity particulars as permitted by the Privacy Commissioner's determination
 - The fact that the Applicant has applied for credit and the amount of credit applied for;
 - The fact that Barro is a current credit provider to the Applicant;
 - Details of payments which become more than 60 days overdue, and for which collection action has commenced;
 - Advice that payments are no longer overdue;
 - In specified circumstances, advice that, in the opinion of Barro, the Applicant has committed a serious credit infringement;
 - Advice that credit provided to the Applicant by Barro has been paid or otherwise discharged.
6. The Applicant acknowledges and agrees that if Barro considers it relevant to assessing its application for commercial credit, Barro may obtain from a credit reporting agency, a credit report containing personal credit information about the Applicant in relation to commercial credit provided by Barro.
7. The Applicant acknowledges and agrees that Barro at any time may receive from a credit reporting agency a credit report containing personal information about the Applicant in relation to overdue payments.
8. The Applicant agrees that Barro may give information about the Applicant's credit arrangements to and seek information about the Applicant's credit arrangements from any credit provider named in the credit application, any credit provider named in a credit report issued by a credit reporting agency and any existing or previous supplier of goods to the Applicant or any related entity of the Applicant (as defined in the Corporations Act). The Applicant understands that all information gathered may be used for purposes other than originally intended (e.g. for locating the applicant, its directors, updating credit searches etc). The Applicant understands that this information can include details concerning the Applicant's credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Act.
9. You consent to Barro, to the extent permitted by Section 21D of the Privacy Act, disclosing the Customer's credit information to any or all of the following credit reporting bodies and their successors and assigns:

Equifax – GPO Box 94, Nth Sydney NSW 2059	www.equifax.com.au	T. 13 83 32
Creditor Watch – GPO Box 276 Sydney NSW 2001	https://creditorwatch.com.au	T. 1300 501 312
NCI – PO Box 3315 Rundle Mall SA 5000	https://nci.com.au	T. 1800 882 820
Illion – PO Box 7405 St Kilda Road Melbourne VIC 3004	https://www.illion.com.au	T. 13 23 33
Experian – GPO Box 1969 North Sydney NSW 2060	https://experian.com.au	T. 02) 8907 7200

REFERENCES –

10. The Applicant authorizes the bank and trade references/referees listed in the credit application to release information to assist Barro in considering this application.

CANCELLATION OF THE CREDIT ACCOUNT –

11. Barro may, without prejudice to any other rights that it may have:
 - (a) if the Applicant fails to make payment of any monies due to Barro by the due date or if the Applicant is otherwise in default of this credit application:
 - i. suspend the Applicant's credit account;
 - ii. require all charges on the Applicant's credit account to fall immediately due and payment; and /or
 - iii. close the Applicant's credit account; and
 - (b) for any reason and from time to time:
 - i. Increase or decrease the Applicant's account credit limit; or
 - ii. Suspend the Applicant's credit account, by written notice to the Applicant effective immediately.

If

 - i. Barro decreases the Applicant's credit limited, or suspends the credit account by giving notice pursuant to 10(b); and
 - ii. the Applicant's credit account would fall into default as a consequence by reason of that notice,

then Barro will not treat that as an event of default and the required time for payment of the Applicant's credit account will not be affected.

DECLARATION OF SOLVENCY & DUTY OF DISCLOSURE

12. The Applicant declares that as at the date of this credit application the Applicant is solvent and able to pay its accounts according to normal trading terms. The Applicant must notify the Company in writing within seven (7) days of any change or proposed change in - the Applicant's corporate structure, trading name; any proprietor, director or partner of the Applicant's business; any beneficial ownership of the Applicant; the Applicant's location and contact details
13. The applicant declares
- that it is not aware of any information notice or court proceedings that may lead to bankruptcy, appointment of an administrator or managing controller, receiver manager or liquidator
 - that the Applicant has not entered into and does not intend to enter into any schedule of arrangements with any creditors either formally or through a court or otherwise
 - that none of the applicant, directors, partners or proprietors has any outstanding liability to the Australian Taxation Office
 - that none of the directors, partners or proprietors has been a director of a company placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended)

CHARGING INTEREST IN REAL ESTATE

14. In consideration of Barro considering the Applicant's application for credit and as security for all indebtedness that may become due by the Applicant to Barro whatsoever and howsoever arising, the Applicant charges the estate and interest in any real property (i.e. any house or land) and personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items) the Applicant has now or may later acquire either solely or jointly or as tenant in common in any real estate or any other asset or whether held in its own right or in the capacity of trustee and the Applicant acknowledges Barro's right pursuant to the security hereby given to lodge a caveat on any real estate in which the Applicant has such an interest and the Applicant agrees to execute a mortgage in favour of Barro upon request by Barro and do or cause to be done all such things as are necessary to give effect to the security hereby given.

TERMS & CONDITIONS OF APPLICATION FOR COMMERCIAL CREDIT page 2 of 2**PAYMENT TERMS**

15. Payment terms are strictly as advised to the Applicant at the time the credit account is opened. The payment terms are Net 30 Days (that is, payment for all purchases is due on or before the last working day of the month following the month in which the purchase was made irrespective of the day upon which the invoice and/or statement in respect of such purchase is received by the Customer). If payment is not received, then the full balance outstanding on the account will become immediately due and payable and Cash Sales terms may be applied without notice.

16 CONTINGENCY FEES:

- If the Applicant defaults in the performance or observance of its obligations under any contract of which this credit application forms part, then:
- a) Barro will take steps to mitigate its loss and act reasonably in relation to any default by the Applicant; and
 - b) Barro will give the Applicant notice requesting payment for loss and damage occasioned in respect of those events and requesting that the Applicant remedy any breach within a reasonable time; and
 - c) If that demand is not met then the Applicant must indemnify Barro in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that Barro has suffered arising therefrom. The Applicant's ability to indemnify Barro will be reduced proportionally to the extent that any fraud, negligence, or willful misconduct by Barro or a breach of Barro's obligations under contract has contributed to the claim, loss, damage or cost which is the subject of indemnity. The Applicant's ability to indemnify Barro is a continuing obligation separate and independent from the Applicant's other obligations and survives the termination or performance of any contract of which this credit application forms part.

INTEREST

17. Barro may charge the Customer interest on amounts not paid within the specified credit period at the rate of two (2) percent above the prevailing rate imposed by the Penalty Interest Rates Act calculated monthly on the amounts outstanding from the date on which they were due and payable, until Barro receives full payment of the outstanding amounts

CLOSING OF CREDIT ACCOUNT

18. Barro may close credit accounts without notice if not used for a period of 12 months or more

WARRANTY OF TRUST

19. The Applicant warrants that the information contained in this Application is true and correct. The Applicant, and if a company each of the directors listed below, and if a partnership each of the partners listed below, acknowledges the terms of this application and agrees that the Applicant and each of the directors/partners (as applicable) is bound by the above terms. The Applicant warrants to Barro that where the Applicant is a Company, the person signing is duly authorised by the Board of Directors of the Applicant to sign the Credit Application on behalf of the Applicant and to bind the credit of the Applicant. Where the applicant acts as a trustee of a Trust, the Applicant will be bound by the terms and conditions of this Application personally and in its capacity as trustee of the Trust

PROVISION OF TRUST DOCUMENT BY CORPORATE TRUSTEE CUSTOMERS

20. If the Applicant Company is Corporate Trustee, the Applicant and its director(s) agree to provide to Barro a copy of the Trust Deed which is to form part of the information and material to be considered by Barro concerning the Application.

DETAILS & SIGNATURES 2 x Directors-company Partnership [all partners] Proprietors [all proprietors]

(If more than two directors partners or proprietors photocopy this page and attach to credit application)

⇒ PRINT Name of Principal/Director/Partner/Proprietor (1)	⇒ PRINT Name of Principal/Director/Partner/Proprietor (2)
⇒ <u>Signature of Principal/Director/Partner/Proprietor</u>	⇒ <u>Signature of Principal/Director/Partner/Proprietor</u>
⇒ <u>Date</u>	⇒ <u>Date</u>
⇒ <u>Address of Principal/Director/Partner/Proprietor</u>	⇒ <u>Address of Principal/Director/Partner/Proprietor</u>
⇒ PRINT Name of Witness (1)	⇒ PRINT Name of Witness (2)
⇒ <u>Signature of Witness</u>	⇒ <u>Signature of Witness</u>
⇒ <u>Date</u>	⇒ <u>Date</u>
⇒ <u>Address of Witness</u>	⇒ <u>Address of Witness</u>

BARRO GROUP CREDIT MANAGER USE ONLY

Notes

APPROVED / REJECTED Circle Date.....	Applicant Notified by Letter YES / NO circle Date of Letter.....	On Approval of Credit Facility	
		Account No	Credit Limit

Credit Manager's Signature:.....Date.....

Applicants Initials

DEED of GUARANTEE & INDEMNITY - DIRECTOR

This Deed of Guarantee and Indemnity is for use in the case where a Director of the Applicant is to provide a guarantee and indemnity on behalf of the Applicant Company to Barro Group
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- TO: **Barro Group Pty Ltd** ACN 005 105 724 ABN 25 553 947 414 and its related bodies corporate (as defined in the Corporations Act 2001) which include but are not limited to -
- TO: **Dundowran Blue Metal Quarries Pty Ltd** ACN 010 308 479 ABN 58 010 308 479.
- TO: **Presto Transport Pty Ltd** ACN 004 413 316 ABN 76 004 413 316
- TO: **Wodonga Quarries Pty Ltd** ACN 006 795 857 ABN 26 006 795 857
- TO: **Bromelton Quarry Pty Ltd** ACN 144 558 903 ABN 97 144 558 903
- TO: **Mt Marrow Blue Metal Quarries Pty Ltd** ACN 004 879 930 ABN 64 004 879 930
- TO: **Flintstones Garden Supply Centre Pty Ltd** ACN 006 319 320 ABN 90 006 319 320
- TO: **Australian Precast Pty Ltd** ACN 053 770 200 ABN 61 053 770 200
- TO: **Railway Sand Supplies Pty Ltd** ACN 097 635 017 ABN 59 097 635 017
- TO: **Probar Australia Pty Ltd** ACN 645 175 453 ABN 29 645 175 453
- TO: any other related body corporate of Barro Group Pty Ltd which supplies goods and services

together with their successors or assigns of - 191 Drummond Street Carlton Vic 3053 (PO Box 663 Carlton South Victoria 3053)
(each of which is referred to in this guarantee as "Barro")

We,

"name" 1) _____	AND	"name" 2) _____	AND	"name" 3) _____	AND	"name" 4) _____
of "address" _____ _____ _____		of "address" _____ _____ _____		of "address" _____ _____ _____		of "address" _____ _____ _____

("the Guarantors")

in consideration of Barro at our request approving the annexed application for credit on behalf of the Applicant and agreeing to supply the Applicant from time to time with goods and/or services on credit, we, the Guarantors, HEREBY JOINTLY AND SEVERALLY agree:

1. We hereby guarantee to Barro the due and punctual payment of any or all accounts and indebtedness now due or to become due by the Applicant to Barro whatsoever and howsoever arising notwithstanding that we, the Guarantors, may not have notice of any neglect or omission on the part of the Applicant to pay for such goods and/or services according to the terms agreed upon between Barro and the Applicant including all costs, charges, expenses whatsoever which Barro may incur by reason of any default on the part of the Applicant.
2. Barro shall have the fullest liberty without affecting this Guarantee either to enforce or forebear the enforcement of the obligations imposed on the Applicant. We, the Guarantors will not be released by any exercise by Barro of any liberty or discretion under the credit agreement or by any extension of time or other indulgence given to the Applicant or by any other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us the Guarantors.
3. This Guarantee shall be a continuing guarantee to Barro in respect of goods sold and/or services supplied by Barro and shall be unlimited in amount, shall extend to any amount payable by the Applicant by way of damages or otherwise and shall extend to any payment initially paid by the Applicant but which Barro subsequently disgorge to a liquidator of the Applicant as a preference.
4. This Guarantee shall ensure to the benefit of Barro, its successors and assigns and shall not be determined by the death of any of the Guarantors and shall be binding upon the Guarantors and the legal personal representatives, successors and assigns of the Guarantors.
5. Until Barro receives all moneys payable by the Applicant and the Applicant has carried out all of its obligations to Barro, the Guarantors, in the event of the Applicant being wound up or if an administrator is appointed and a deed of company arrangement is approved by creditors, will not be entitled to prove or claim in the liquidation of the Applicant or deed of company arrangement in competition with Barro so as to diminish any payment which but for such proof Barro would be entitled to receive out of such liquidation or deed. The receipt of any payment which Barro may receive from such liquidation or deed shall not prejudice Barro's rights to recover from the Guarantors the full amount payable under this Guarantee.
6. No demand or notice needs to be made or delivered to the Guarantors prior to the commencement of any action against them to enforce the terms of this Guarantee.

DEED of GUARANTEE & INDEMNITY - DIRECTOR

This Deed of Guarantee and Indemnity is for use in the case where a Director of the Applicant is to provide a guarantee and indemnity on behalf of the Applicant Company to Barro Group
page 2 of 3

7. The liability of the Guarantors shall not be abrogated prejudiced or affected by:-
- (a) any change in the constitution of the Applicant;
 - (b) Barro obtaining a judgment against the Applicant;
 - (c) the liability of the Applicant ceasing for any cause;
 - (d) any security held or taken by Barro to secure the Applicant's or the Guarantors' obligations being void defective or informal;
 - (e) the acceptance by Barro of a repudiation of the credit agreement by the Applicant;
 - (f) Barro making any variation or alteration to the terms of the credit agreement.
8. In the event that only one of the guarantors execute this Deed, in such circumstances the guarantor(s) who execute the Deed acknowledges and consents to his/her/their joint/several liability under the Deed notwithstanding that not all the guarantors named in the Deed have executed this Deed. If Barro releases any Guarantor from his/her obligations under this Guarantee or if this Guarantee otherwise ceases to bind for any reason any Guarantor as a continuing security, this Guarantee shall continue to bind every other Guarantor not so discharged from his obligations under this Guarantee.
9. To better secure the Guarantors' obligations and Barro's rights and entitlements under this Guarantee, the Guarantors charge the interest they now have or may later acquire whether solely or jointly or as tenants in common in any real estate (i.e. any house or land) and personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items) and the Guarantors acknowledge Barro's right pursuant to the security hereby given to lodge a caveat on any real estate in which they have such an interest whether held in their own right or in the capacity of trustee and the Guarantors agree to execute a mortgage in favour of Barro upon request by Barro and do or cause to be done all such things as are necessary to give effect to the security hereby given.
10. The Guarantor/s consent to Barro, to the extent permitted by section 21D of the Privacy Act, disclosing its credit information to any or all of the following credit reporting bodies and their successors and assigns:
- | | | |
|---|---|------------------|
| Equifax – GPO Box 94, Nth Sydney NSW 2059 | www.equifax.com.au | T. 13 83 32 |
| Creditor Watch – GPO Box 276 Sydney NSW 2001 | https://creditorwatch.com.au | T. 1300 501 312 |
| NCI – PO Box 3315 Rundle Mall SA 5000 | https://nci.com.au | T. 1800 882 820 |
| Illion – PO Box 7405 St Kilda Road Melbourne VIC 3004 | https://www.illion.com.au | T. 13 23 33 |
| Experian – GPO Box 1969 North Sydney NSW 2060 | https://experian.com.au | T. 02) 8907 7200 |
- and the Guarantors further acknowledge and agree that Barro may:
- (a) seek from a credit reporting agency a credit report containing personal information about each of the Guarantors in order to assess whether to accept them as guarantors for credit applied for, or provided to, the Applicant; and
 - (b) give information about the credit arrangements of the Applicant or the Guarantors and seek information about the credit arrangements of the Applicant or the Guarantors from any credit provider named in any credit report issued by a credit reporting agency or any existing or previous provider of credit to the Guarantors or any company in which the Guarantor(s) is or was an officer. This information may include any information about the credit worthiness, credit standing, credit history or credit capacity of the Applicant or the Guarantors of the nature that credit providers are allowed to give or receive from each other under the Privacy Act.
11. A statement by Barro or signed by any person duly authorized from time to time by Barro shall be conclusive evidence that the amount stated therein is owing by the Applicant to Barro.
12. As a separate and independent agreement and for the consideration aforesaid the Guarantors agree with Barro that in the event the whole or any part of any debt of the Applicant shall not be recoverable from the Applicant by reason of any legal limitation, disability or incapacity on or of the Applicant or by reason of any other fact or circumstance whatsoever and whether known to Barro or not, the Guarantors shall nevertheless hold Barro fully indemnified at all times against any loss or damage which Barro may suffer or incur by reason of the operation of such limitation, disability, incapacity, fact or circumstance.
13. In this Guarantee the singular shall include the plural and vice versa and a reference to a gender will include all genders.
14. This Guarantee shall be read and construed in accordance with the laws of the State of Victoria and Barro and the Guarantors agree to submit to the jurisdiction of the courts and tribunals of that State.
15. In the event that any provision of this Guarantee or its application to any person or circumstance is or is found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions of this Guarantee or the application of such provisions to any persons or circumstances and the said other provisions shall remain in full force and effect.

DEED of GUARANTEE & INDEMNITY - DIRECTOR

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EXECUTED AS A DEED

DATED this.....day of20.....

If Guarantors themselves do not date this Deed, the Barro representative taking this Application should date this Guarantee on the date that it was actually executed

<p>SIGNED SEALED AND DELIVERED by 1. <i>Signature of Guarantor</i> PRINT Name of Person Signing In the presence of <i>Signature of Witness</i> PRINT Name of Witness <i>Address of Witness</i></p>	<p>SIGNED SEALED AND DELIVERED by 2. <i>Signature of Guarantor</i> PRINT Name of Person Signing In the presence of <i>Signature of Witness</i> PRINT Name of Witness <i>Address of Witness</i></p>
<p>SIGNED SEALED AND DELIVERED by 3. <i>Signature of Guarantor</i> PRINT Name of Person Signing In the presence of <i>Signature of Witness</i> PRINT Name of Witness <i>Address of Witness</i></p>	<p>SIGNED SEALED AND DELIVERED by 4. <i>Signature of Guarantor</i> PRINT Name of Person Signing In the presence of <i>Signature of Witness</i> PRINT Name of Witness <i>Address of Witness</i></p>

DEED of GUARANTEE & INDEMNITY - THIRD PARTY GUARANTEE

This Deed of Guarantee and Indemnity is for use in the case where a director of the Applicant
is providing a Deed of Guarantee and Indemnity given by a third party to Barro Group
page 1 of 2

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 TO: **Probar Australia Pty Ltd** ACN 645 175 453 ABN 29 645 175 453
 TO: any other related body corporate of Barro Group Pty Ltd which supplies goods and services
 together with their successors or assigns of - 191 Drummond Street Carlton Vic 3053 (PO Box 663 Carlton South Victoria 3053)
 (each of which is referred to in this guarantee as "Barro")

We,

"name" 1) <hr/> <hr/>	AND	"name" 2) <hr/> <hr/>	AND	"name" 3) <hr/> <hr/>	AND	"name" 4) <hr/> <hr/>
of "address" <hr/> <hr/> <hr/>		of "address" <hr/> <hr/> <hr/>		of "address" <hr/> <hr/> <hr/>		of "address" <hr/> <hr/> <hr/>

("the Guarantors")

This Deed of Guarantee and Indemnity is for use in the case where a director of the Applicant Company is providing a Deed of Guarantee and Indemnity given by a third party to Barro. The third party guarantor is required to provide Barro with an executed:

a) Certificate of Advice from a Solicitor b) Acknowledgment given by Guarantor to the Certifying Solicitor (both of which are attached)
 in consideration of Barro at our request approving the annexed application for credit on behalf of the Applicant and agreeing to supply the Applicant from time to time with goods and/or services on credit, we, the Guarantors, HEREBY JOINTLY AND SEVERALLY agree:

1. We hereby guarantee to Barro the due and punctual payment of any or all accounts and indebtedness now due or to become due by the Applicant to Barro whatsoever and howsoever arising notwithstanding that we, the Guarantors, may not have notice of any neglect or omission on the part of the Applicant to pay for such goods and/or services according to the terms agreed upon between Barro and the Applicant including all costs, charges, expenses whatsoever which Barro may incur by reason of any default on the part of the Applicant.
2. Barro shall have the fullest liberty without affecting this Guarantee either to enforce or forebear the enforcement of the obligations imposed on the Applicant. We, the Guarantors will not be released by any exercise by Barro of any liberty or discretion under the credit agreement or by any extension of time or other indulgence given to the Applicant or by any other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing us the Guarantors.
3. This Guarantee shall be a continuing guarantee to Barro in respect of goods sold and/or services supplied by Barro and shall be unlimited in amount, shall extend to any amount payable by the Applicant by way of damages or otherwise and shall extend to any payment initially paid by the Applicant but which Barro subsequently disgorge to a liquidator of the Applicant as a preference.
4. This Guarantee shall ensure to the benefit of Barro, its successors and assigns and shall not be determined by the death of any of the Guarantors and shall be binding upon the Guarantors and the legal personal representatives, successors and assigns of the Guarantors.
5. Until Barro receives all moneys payable by the Applicant and the Applicant has carried out all of its obligations to Barro, the Guarantors, in the event of the Applicant being wound up or if an administrator is appointed and a deed of company arrangement is approved by creditors, will not be entitled to prove or claim in the liquidation of the Applicant or deed of company arrangement in competition with Barro so as to diminish any payment which but for such proof Barro would be entitled to receive out of such liquidation or deed. The receipt of any payment which Barro may receive from such liquidation or deed shall not prejudice Barro's rights to recover from the Guarantors the full amount payable under this Guarantee.
6. No demand or notice needs to be made or delivered to the Guarantors prior to the commencement of any action against them to enforce the terms of this Guarantee.
7. The liability of the Guarantors shall not be abrogated prejudiced or affected by:-
 - a) any change in the constitution of the Applicant;
 - b) Barro obtaining a judgment against the Applicant;
 - c) the liability of the Applicant ceasing for any cause;
 - d) any security held or taken by Barro to secure the Applicant's or the Guarantors' obligations being void defective or informal;
 - e) the acceptance by Barro of a repudiation of the credit agreement by the Applicant;
 - f) Barro making any variation or alteration to the terms of the credit agreement.

DEED of GUARANTEE & INDEMNITY - THIRD PARTY GUARANTEE

This Deed of Guarantee and Indemnity is for use in the case where a director of the Applicant is providing a Deed of Guarantee and Indemnity given by a third party to Barro Group
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8. In the event that only one of the guarantors execute this Deed, in such circumstances the guarantor(s) who execute the Deed acknowledges and consents to his/her/their joint/several liability under the Deed notwithstanding that not all the guarantors named in the Deed have executed this Deed. If Barro releases any Guarantor from his/her obligations under this Guarantee or if this Guarantee otherwise ceases to bind for any reason any Guarantor as a continuing security, this Guarantee shall continue to bind every other Guarantor not so discharged from his obligations under this Guarantee.
9. To better secure Barro's rights under this Guarantee, the Guarantors agree to charge the interest they have either solely or jointly or as tenants in common in any real estate and the Guarantors acknowledge Barro's right pursuant to the security hereby given to lodge a caveat on any real estate in which they have such an interest and the Guarantors agree to execute a mortgage in favour of Barro upon request by Barro and do or cause to be done all such things as are necessary to give effect to the security hereby given.
10. The Guarantors acknowledge and agree that Barro may:
 - (a) seek from a credit reporting agency a credit report containing personal information about each of the Guarantors in order to assess whether to accept them as guarantors for credit applied for, or provided to, the Applicant; and
 - (b) give information about the credit arrangements of the Applicant or the Guarantors and seek information about the credit arrangements of the Applicant or the Guarantors from any credit provider named in any credit report issued by a credit reporting agency or any existing or previous provider of credit to the Guarantors or any company in which the Guarantor(s) is or was an officer. This information may include any information about the credit worthiness, credit standing, credit history or credit capacity of the Applicant or the Guarantors of the nature that credit providers are allowed to give or receive from each other under the Privacy Act.
11. A statement by Barro or signed by any person duly authorized from time to time by Barro shall be conclusive evidence that the amount stated therein is owing by the Applicant to Barro.
12. As a separate and independent agreement and for the consideration aforesaid the Guarantors agree with Barro that in the event the whole or any part of any debt of the Applicant shall not be recoverable from the Applicant by reason of any legal limitation, disability or incapacity on or of the Applicant or by reason of any other fact or circumstance whatsoever and whether known to Barro or not, the Guarantors shall nevertheless hold Barro fully indemnified at all times against any loss or damage which Barro may suffer or incur by reason of the operation of such limitation, disability, incapacity, fact or circumstance.
13. In this Guarantee the singular shall include the plural and vice versa and a reference to a gender will include all genders.
14. This Guarantee shall be read and construed in accordance with the laws of the State of Victoria and Barro and the Guarantors agree to submit to the jurisdiction of the courts and tribunals of that State.
15. In the event that any provision of this Guarantee or its application to any person or circumstance is or is found to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the other provisions of this Guarantee or the application of such provisions to any persons or circumstances and the said other provisions shall remain in full force and effect.

EXECUTED AS A DEED

DATED this.....day of20.....

If Guarantors themselves do not date this Deed, the Barro representative taking this Application should date this Guarantee on the date that it was actually executed

<p>SIGNED SEALED AND DELIVERED by 1:</p> <p>..... <i>Signature of Guarantor</i></p> <p>..... PRINT Name of Person Signing</p> <p>In the presence of</p> <p>..... <i>Signature of Witness</i></p> <p>..... PRINT Name of Witness</p> <p>..... <i>Address of Witness</i></p>	<p>SIGNED SEALED AND DELIVERED by 2:</p> <p>..... <i>Signature of Guarantor</i></p> <p>..... PRINT Name of Person Signing</p> <p>In the presence of</p> <p>..... <i>Signature of Witness</i></p> <p>..... PRINT Name of Witness</p> <p>..... <i>Address of Witness</i></p>
<p>SIGNED SEALED AND DELIVERED by 3:</p> <p>..... <i>Signature of Guarantor</i></p> <p>..... PRINT Name of Person Signing</p> <p>In the presence of</p> <p>..... <i>Signature of Witness</i></p> <p>..... PRINT Name of Witness</p> <p>..... <i>Address of Witness</i></p>	<p>SIGNED SEALED AND DELIVERED by 4:</p> <p>..... <i>Signature of Guarantor</i></p> <p>..... PRINT Name of Person Signing</p> <p>In the presence of</p> <p>..... <i>Signature of Witness</i></p> <p>..... PRINT Name of Witness</p> <p>..... <i>Address of Witness</i></p>

Independent Legal Advice - Guarantor
Certificate of Advice [Solicitor to Guarantor(s)]

PART A To:

Barro Group Pty Limited ACN 005 105 724 ABN 25 553 947 414

and its related bodies corporate (as defined in the Corporations Act 2001) which include but are not limited to

Dundowran Blue Metal Quarries Pty Ltd ACN 010 308 479 **Presto Transport Pty Ltd** ACN 004 413 316 **Wodonga Quarries Pty Ltd** ACN 006 795 857
Bromelton Quarry Pty Ltd ACN 144 558 903 **Mt Marrow Blue Metal Quarries Pty Ltd** ACN 004 879 930 **Flintstones Garden Supply Centre Pty Ltd**
 ACN 006 319 320 **Australian Precast Pty Ltd** ACN 053 770 200 **Railway Sand Supplies Pty Ltd** ACN 097 635 017 **Probar Australia Pty Ltd** ACN 645 175
 453 any other related body corporate of Barro Group Pty Ltd which supplies goods and services together with their successors or assigns of - 191
 Drummond Street Carlton Vic 3053 (PO Box 663 Carlton South Victoria 3053) (each of which is referred to in this guarantee as "Barro")

This certificate is provided by:

_____ of _____
 a Solicitor holding a current practising certificate.

I have been asked to interview:

_____ of _____
 _____ of _____
 _____ of _____
 _____ of _____

the Guarantor(s).

I have been provided with the following documents

Part B: Explanations Given - I CERTIFY that I gave advice in respect of the documents specified above and I explained to the Guarantor(s) that if the Guarantor(s) do not make all payments on the due date or if there is any other default, Barro could demand repayment of the debt and sell up any security provided by the Guarantor or any Guarantor

Part C: Excluded Explanations - I INFORMED the Guarantor(s) in very clear terms that I was not expressing any opinion nor advising on:

- the viability of the transaction which the Guarantor(s) was undertaking; or
- the Guarantor's ability to make the required payments to Barro

I FURTHER INFORMED the Guarantor(s) that if in any doubt on those aspects the Guarantor(s) should obtain independent financial advice before signing the documents.

Part D: Statements by the Persons Signing Documents - FOLLOWING THE ABOVE EXPLANATIONS, the Guarantor(s) stated to me:

- that he/she/they understood my advice as to the obligations and risks involved in signing these documents; and
- that he/she/they were signing these documents freely, voluntarily and without pressure from any other person

Part E: Identification of Persons Signing Documents - the following evidence of identification was produced to me by the Guarantor(s)

	Guarantor's Name	Identification Evidence
1		
2		
3		
4		

***Part F: Translation/Interpretation** - An independent interpreter, Mr/Mrs/Ms _____ was present at this interview with the Guarantor(s) and interpreted the statements made by all persons present. A certificate by the interpreter is held by me.

*Delete if no interpreter used

CERTIFICATE: I CERTIFY the above information

Dated the _____ day of _____ 20_____

SIGNED: _____ (signature of Solicitor)

Acknowledgment Given by the Guarantor(s) to the Certifying Solicitor

I/ We acknowledge that:

The Solicitor has signed a Certificate at my request;

- My/our name(s) and address(es) is/are correctly recorded on the certificate given by the solicitor and I/we have provided proof of my/our identity in the manner recorded in the Certificate
- I/We did attend the office of the certifying solicitor on the date recorded in the Certificate for the purposes of receiving legal advice on the nature and effect of the documents referred to in the Certificate
- I/We received the explanations referred to and have stated to the solicitor that I/we understand those explanations
- The matters recorded in the Certificate are true and correct
- I/We confirm these matters by my/our signature(s) to this acknowledgment and to the Certificate
- *a translator was present and translated all written and spoken words to me/use and my/our responses OR *a translator was not required by me/us as I/we have an adequate command of the English language

Dated the _____ day of _____ 20_____

SIGNED: _____(Guarantor)

PRINT NAME:.....

SIGNED: _____(Guarantor)

PRINT NAME:.....

SIGNED: _____(Guarantor)

PRINT NAME:.....

SIGNED: _____(Guarantor)

PRINT NAME:.....

Certificate by Translator/Interpreter (complete only if required – to be held by advising Solicitor)

To: _____

1. This Certificate is provided by (Name)..... (Occupation).....
(Address).....

I am over the age of 18 years

2. On the _____ day of _____ 20_____, I attended a conference with
.....

the Guarantor(s), and

3. I spoke to the Guarantor(s) in the _____ language and I established this is his/her/their customary language.
4. I am fluent in the English language and the _____ language and am competent to translate between both those languages.
5. During the conference, I translated all material statements relating to the advice given to the Guarantor(s)
6. I am independent of the Guarantor(s) and the creditor (Barro) and I have no interest in the transaction

Dated the _____ day of _____ 20_____

SIGNED: _____(signature of translator/interpreter)