**Annexure B**

**GUARANTEE & INDEMNITY**

 (the “**Guarantee**”)

**TO:** **Burmax Property Mango Hill Pty Ltd ACN 616 885 226 (the “Seller”).**

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| **Guarantors:**  |  |
| **Address:**  |  |
| **Lot (“the Contract”)** | Proposed lot 8  |

1. The Seller and the Guarantors agree that all terms defined in the Contract have the same meaning when used in this Guarantee.
2. The Guarantor represents to the Seller that before entering into this Guarantee, the Guarantors have read the Contract and Disclosure Documents and been given the opportunity to obtain any legal and other advice that the Guarantors may require regarding this Guarantee, the Contract and the Disclosure Documents prior to entering into this Guarantee.
3. In consideration of the Seller agreeing at the request of the Guarantors to sell the Property to the Buyer and enter into the Contract, the Guarantors:
	1. unconditionally and irrevocably guarantee the performance of the Buyer under the Contract as and when required by the Contract; and
	2. as a separate undertaking, to unconditionally and irrevocably indemnify the Seller as described below.
4. The Guarantors agree to indemnify the Seller against all Costs and Claims of any kind (including legal fees on an indemnity basis) which the Seller may suffer as a result of:
	1. any breach of the Contract or any Contract Term by the Buyer;
	2. any failure of the Buyer to comply in all respects with its obligations under the Contract as and when required by the Contract; and
	3. Settlement failing to occur for any reason other than default on the part of the Seller.
5. The Guarantors agree that their liability and obligations under this Guarantee are continuing, and are not affected by:
	1. termination of the Contract by the Seller as a result of any breach by the Buyer;
	2. Insolvency, bankruptcy, death, incompetency or winding up of the Buyer or another Guarantor;
	3. assignment of the Contract by the Buyer;
	4. grant of time or other concession to the Buyer by the Seller or the Seller by the Buyer;
	5. compromise, waiver or variation of any of the rights of the Seller against the Buyer under the Contract;
	6. delay by the Seller in exercising its rights or the Seller exercising any Claim it may have under the Contract;
	7. variations to the Contract Terms, regardless of whether the Guarantors have consented to such variations;
	8. another Guarantor failing to enter into this Guarantee or to do so properly;
	9. any Buyer being released from any obligation under the Contract;
	10. other acts, omissions or matters which, but for this clause, might in any way release the Guarantors from their obligations to the Seller under this Guarantee.
6. This Guarantee continues until all the Buyer’s obligations under the Contract have been fully discharged notwithstanding termination of the Contract for any reason or Settlement occurring. This Guarantee extends to cover the Contract as amended, varied or replaced, whether with or without the consent of the Guarantor.
7. The Seller does not have to make a Claim against the Buyer or any other person before enforcing its rights under this Guarantee.
8. The Seller may assign its rights under this Guarantee pursuant to section 199 under the *Property Law Act 1974* without affecting or discharging the Guarantor’s liability as surety in any way.
9. This Guarantee binds each Guarantor individually and all of them jointly.
10. If there is any ambiguity in this Guarantee, it is to be interpreted in favour of the Seller. Any void, voidable or illegal term of this Guarantee is to be read down or severed leaving the balance operable.

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| **WARNING If you sign as Guarantor then you are agreeing to be liable for the performance of the Buyer under the Contract. DO NOT sign this Guarantee until you have read and understood this Guarantee, the Contract and the Disclosure Documents. If required, and prior to signing this Guarantee, seek legal advice in respect to your obligations under this Guarantee. DO NOT sign this Guarantee if you feel pressured or are in any way unsure of your obligations under this Guarantee.** |

**Guarantor’s Signature**

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| SIGNED by in the presence of: | ))) |    |

Witness

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| SIGNED by in the presence of: | ))) |    |

Witness