Company Guarantee Warranty

Company <<GUARANTOR1FULLNAME>> ACN <<GUARANTOR1ACN>>

Lender BC Invest Loans Pty Ltd ACN 646 785 211

Borrower **<<Bordetallnames>> ACN <<BORDET1ACN>> as trustee for <<BORDET1TRUSTNAME>>**

|  |  |
| --- | --- |
| Trust | <<GUARANTOR1TRUSTNAME>> |
| Date | **/sig1date/** |

In connection with the Company giving or continuing a guarantee and indemnity (the Guarantee) in favour of the Lender in respect of financial accommodation which has been or will be given to the Borrower, we warrant as follows.

* 1. The directors of the Company have, where necessary, declared a direct or indirect interest for the purposes of the Corporations Act 2001 (Cth) (Corporations Act) and the constitution of the Company, and where required by law abstained from voting.
  2. The Company is a trustee of the Trust.
  3. The Directors consider that the giving of the Guarantee is for the benefit of the Company and part of the due administration of the Company.
  4. The execution and delivery by the Company of the Guarantee and the performance by it of its obligations or the exercise of its rights under it does not constitute a contravention of section 208 or section 209 of the Corporations Act by any person, without relying on any approval of the members of a public company obtained in the way set out in Part 2E.1 Division 3 of the Corporations Actor any of the exceptions set out in Part 2E.1 Division 2 of the Corporations Act*.*

[Part 2E.1 states the requirement of member approval for the giving of a financial benefit to a related party of a public company. Section 208 permits the giving of a benefit where the company has obtained the approval of its members in the way set out in s217-227 and has given the benefit within 15 months of approval; or the benefit falls within one of the exceptions set out in 210-216.

Part 2E.2 defines persons who are related parties of a public company and what constitutes the giving of a financial benefit and provides a non-exhaustive list of examples of the giving of a financial benefit in clause 229].

* 1. The Company is not in liquidation, insolvent or liable to be wound up and there are reasonable grounds to believe that the Company can pay its debts as and when they become due and payable.

Signed by Director of Guarantor

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| /signature1/ |  | <<Guarantor2Fullname>> |  | /sig1date/ |
| Signature of Director |  | Print name |  | Date |