

# General Security Agreement Personal Property

**Broula King Joint Venture Pty Ltd ABN 24 113 348  
459**  
*(Grantor)*

**London DE Limited (CRN: 08806847)**  
*(Secured Party)*



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<b>Date</b>	The date set out in Part 1 of the Reference Schedule.
<b>Parties</b>	
1.	The person or entity named in Part 2 of the Reference Schedule as the Grantor (“the grantor”).
2.	The person or entity named in Part 3 of the Reference Schedule as the Secured Party (“the secured party”).

## Recitals

- A. The secured party has agreed to provide financial accommodation to the in accordance with this agreement on security of the collateral.

It is agreed as follows:

## 1. Defined Terms and Interpretation

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### 1.1 Defined Terms

In this deed unless the context otherwise requires the following expressions shall have the following meanings:

- (a) **The Act** means the *Personal Property Securities Act 2009*;
- (b) **Collateral** means the personal property described in the summary to which this security interest is attached in accordance with the provisions of the *Personal Property Securities Act 2009*;
- (c) **Event of default** means any one or more of the following events:
- (i) Failure by the grantor to comply with any of the covenants of this agreement or any other security or other agreement; or
  - (ii) Default by the grantor in the due and punctual payment to the secured party of all moneys as they fall due for payment; or
  - (iii) The grantor creating any other security interest over any part of the collateral without the prior consent of the secured party; or
  - (iv) Default by the grantor in complying with the terms of any other agreement in relation to this loan, or if the grantor goes bankrupt or, being a corporation, goes into liquidation;
- (d) **Intellectual property** means all patents, trademarks, copyrights, registered designs, trade secrets, confidential information and other intellectual

property which is now or later held by or registered in the grantor's name, or in or of which the grantor now or later has the benefit, has an interest or is entitled to use;

- (e) **Minimum reduction amount** means the amount set out in Part 5 of the Reference Schedule;
- (f) **Moneys secured** means the principal interest and all further advances and all other money secured by this agreement;
- (g) **Other agreement** means a loan agreement or any other agreement between the parties relating to this security agreement or the collateral;
- (h) **Other security** means any security interest given by the grantor to the secured party in addition to this agreement as is set out in the summary to better secure the obligations of the grantor;
- (i) **Security interest** means a security interest within the meaning of the *Personal Property Securities Act 2009*; and
- (j) **Summary** means the Summary set out in Part 6 of the Reference Schedule.

## 1.2 Interpretation

In this deed, unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) where a word or a phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to any party to this deed or any other agreement or document includes the party's successors and substitutes or assigns;
- (e) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (f) clause means a clause of this deed;
- (g) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this deed;
- (h) a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;
- (i) unless stated otherwise, one provision does not limit the effect of another;
- (j) a reference to includes or including means includes without limitation, or including without limitation, respectively;

- (k) all obligations are taken to be required to be performed duly and punctually;
- (l) headings are used for convenience only and do not affect the interpretation of this deed;
- (m) a reference to a thing includes a reference to a part of a thing;
- (n) if something is to be done on a day which is not a business day then that thing must be done on the next following business day;
- (o) unless stated otherwise, a discretion given to a party pursuant to a provision of this deed shall be that party's sole and unfettered discretion;
- (p) if a party consists of two (2) or more persons then this deed benefits and binds them jointly and severally;
- (q) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this document or any part of it.

## **2. Receipt of loan and charge of collateral**

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- 2.1 The grantor acknowledges receipt of the principal sum advanced by the secured party on the date, for the term, ~~at the guarantors' request~~, and on the collateral described, as set out in the summary.
- 2.2 The grantor charges the collateral with the payment to the secured party of the moneys owing, and the performance of the grantor's obligations under this agreement and under any other security or agreement.

## **3. Fixed interest rate or variable interest rate**

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- 3.1 If interest is expressed in the summary to be variable, then the secured party may increase or decrease the rate of interest payable under this agreement only to reflect variations in the Reserve Bank official cash rate as published from time to time.
- 3.2 The secured party must give the grantor written notice of any such variation providing details of its basis and the date it comes into effect.
- 3.3 If the interest rate alters, or if any further advance is made or any other moneys become payable, the secured party may recalculate the instalments payable by the grantor. Such a recalculation must ensure, as nearly as practicable, that the principal moneys secured and the interest payable on it are repaid to the secured party by the due date.

- 3.4 If instalments are not recalculated then any additional interest payable must be capitalised quarterly.
- 3.5 The secured party must give the grantor written notice detailing any recalculation of instalments and on receiving such notice the grantor must pay the secured party the recalculated amounts as and when due.
- 3.6 If the grantor pays the secured party amounts which exceed those then due and the secured party accepts them, those amounts must be credited to the grantor's account with the secured party, and the grantor must still make any succeeding payment on its due date.

## **4. Interest only loan**

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- 4.1 The grantor must repay the secured party the principal sum or the remaining balance on the date of repayment shown in the summary. In the meantime the grantor may, on any due day for paying an instalment, pay multiples of the minimum reduction amount to reduce the balance owing on the principal sum. Interest reduces accordingly from the date of such partial reduction.
- 4.2 The grantor may repay the whole of the balance remaining unpaid at any time by paying interest to the end of the then current month together with one month's additional interest.
- 4.3 In the meantime the grantor must pay the secured party interest only on any amount payable under this agreement at the higher rate, calculated on monthly rests and payable on the day of each and every consecutive month following the first payment as shown in the summary and compounding monthly from the date on which the amount becomes due until payment occurs.
- 4.4 However, if and whenever the grantor:
- (a) Pays the secured party, within 14 days of its being due, the interest payable under this security on the principal sum or the then remaining balance at the lower rate of interest; and
  - (b) Duly observes and performs all covenants which this agreement imposes on the grantor or implies that the grantor must observe or perform,
- then the secured party must accept interest on the principal sum or the then remaining balance at the lower rate in lieu of the higher rate for every month for which the grantor satisfies these two conditions.
- 4.5 The grantor agrees that, as an independent obligation which does not merge, for any judgment or order requiring payment of all or any part of the moneys secured,

to pay interest on such judgement or order at the higher of the rate payable under the judgment or order, or the higher rate of interest applicable under this agreement.

## **5. Reducible debt repayments of principal and interest**

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- 5.1 The grantor must pay the secured party the principal sum or the then remaining balance on the date of repayment shown in the summary.
- 5.2 The grantor may repay the whole of the balance remaining unpaid at any time on paying interest to the end of the then current month together with one month's additional interest.
- 5.3 In the meantime, the grantor must pay the principal and interest on the principal sum or on the then remaining balance, and on any judgement or order in which this or the preceding covenant in this clause becomes merged at the higher rate as follows, namely:
- (a) By equal monthly payments on the day shown in the summary;
  - (b) Each and every month in each and every year;
  - (c) Until the principal sum and interest are fully paid and satisfied; and
  - (d) The first of such payments is computed from the date of loan and is to be made on the day shown in the summary.
- 5.4 However, if and whenever the grantor:
- (a) Pays the secured party, within 14 days of its being due, the interest payable under this security on the principal sum or the then remaining balance at the lower rate of interest; and
  - (b) Duly observes and performs all covenants which this agreement imposes on the grantor or implies that the grantor must observe or perform, then the secured party must accept interest on the principal sum or the then remaining balance at the lower rate in lieu of the higher rate for every month for which the grantor satisfies these two conditions.
- 5.5 The grantor agrees that, as an independent obligation which does not merge, for any judgment or order requiring payment of all or any part of the moneys secured, to pay interest on such judgement or order at the higher of the rate payable under the judgment or order, or the higher rate of interest applicable under this agreement.

## **6. Capitalisation of interest**

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Without prejudice to the secured party's rights on the grantor's default, if any interest payable under this agreement is not paid by its due date then such unpaid interest is added quarterly to and forms part of the principal moneys covered by this security, and carries interest at the higher rate as shown in the summary until it is repaid.

## **7. Discharge**

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When and if the grantor:

- (a) Duly and punctually repays the secured party the moneys secured by this agreement in accordance with its terms; and
- (b) Has otherwise observed and performed the covenants, obligations, terms and conditions under every security,

the secured party must, if the grantor requests, execute any release, discharge or reassignment of the collateral as the grantor reasonably at its expense requires.

## **8. Representations and warranties**

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The grantor represents and warrants to the secured party that this security agreement constitutes a valid and legally binding obligation of the grantor in accordance with its terms and that the grantor has a good right title and interest in the collateral, which is free from all encumbrances.

## **9. Grantor's covenants**

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The grantor agrees to:

- (a) Punctually pay the moneys secured by this agreement in the manner this agreement provides;
- (b) Observe and comply with all the express or implied terms of this agreement and any other security or other agreement;
- (c) Duly and punctually pay all rates, taxes, duties, charges and assessments of every description now or later charged or chargeable on the collateral;
- (d) Maintain and protect the collateral and keep it in good working order and condition and, on being required so to do by the secured party, immediately rectify every defect in its repair and condition;
- (e) Permit the secured party or any person authorised by it to inspect the state of repair and condition of the collateral and permit the secured party, but

without imposing on it any obligation to do so, to execute any repairs to the collateral;

- (f) Not without the prior written consent of the secured party remove the collateral or any part of it from its present location, nor lease, grant any licence, encumber or part with possession of, sell or dispose of, pledge or charge the collateral or any part of it while this agreement continues;
- (g) Insure and keep insured in the secured party's name with an insurer the secured party reasonably approves, such of the collateral as is insurable for its full insurable value, and, if required by the secured party, for its reinstatement value, against loss or damage by fire, flood, storm, theft, malicious damage and tempest and such other risks as the secured party requires;
- (h) Punctually pay all moneys necessary to effect and maintain the required insurance and immediately on request deliver to the secured party every policy and receipt relating to the collateral insurance;
- (i) Assign to the secured party the grantor's right, title and interest in the insurances and all moneys which are now or later become owing to the grantor prospectively, contingently or otherwise under such insurance;
- (j) Perform and observe each and every one of the grantor's obligations and agreements under or in relation to every security ranking equally with or in priority to this agreement, and on request satisfy the secured party as to such performance;
- (k) Lodge with the secured party as security under this agreement all liens or charges over, and all documents of title to, the collateral;
- (l) Execute at the secured party's request such legal securities, transfers, assignments or other securities over the collateral in favour of the secured party in such form and containing such powers, including power of sale, and provisions as the secured party requires to secure the moneys secured by this agreement more perfectly; and
- (m) Notify the secured party in writing immediately the grantor becomes aware of an event of default.

## 10. Further advances

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From time to time the parties may agree in writing to the making of further advances on such terms as to interest and repayments as are agreed. Such writing forms part of this agreement and all rights and obligations relating to such further advances are the same as those contained in this agreement except as may be varied by such writing.

## 11. Trusts

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- 11.1 The grantor owns the collateral. If the grantor holds the property as a trustee then the grantor is bound by the obligations of this agreement personally as well as in the capacity of trustee of the trust, whether or not the instruments evidencing the trusts have been produced to the secured party. The trustee covenants that the trustee has full power to enter into this agreement and that the trustee is indemnified by the trust against any losses that may eventuate as a result of the trustee entering into this agreement.
- 11.2 Nevertheless the grantor is personally liable to the extent of the grantor's personal assets for the performance of all provisions of this agreement. This agreement is not limited to the grantor's estate or interest as trustee in the collateral and extends to the full legal and beneficial interest in the collateral.
- 11.3 If the grantor resigns, retires or otherwise ceases to be a trustee of the trust then that constitutes default under this agreement entitling the secured party to pursue its remedies.
- 11.4 Nothing contained in or implied by this clause or in any notification now or in the future given or taken to be given to the secured party by the grantor or any other person:
- (a) Prejudices, affects or in any way limits the grantor's personal liability under this agreement; nor
  - (b) Obliges or requires the secured party to concern itself with how any moneys paid or credited to the grantor are applied, or to make any inquiry of any right or claim by any person other than the grantor to any moneys so paid or credited; nor
  - (c) Obliges or requires the secured party to take notice of any actual, contingent or future interest of any person in or under the trust.

## 12. Default and powers of the secured party

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If and when the grantor defaults in performing its obligations under this agreement all moneys owing immediately become due and payable. The secured party at any time after the grantor's default, subject to the secured party complying with the requirements of any applicable legislation, and in addition to any powers or authorities granted by that legislation may:

- (a) Without prejudice to its other rights under this agreement, do everything and pay all moneys necessary or expedient to make good such default. The grantor must repay all moneys so expended on demand. Such moneys

are deemed principal moneys covered by this security, carrying interest at the higher rate as may be shown in the summary until repaid;

- (b) Carry on or cause any business forming part of the collateral to be carried on, doing everything which the grantor might do in the ordinary conduct of the business to protect or improve the collateral or to obtain income or returns from it;
- (c) Enter on and take possession of the collateral and receive its income with all the powers of an absolute owner;
- (d) Transfer this agreement to a third party;
- (e) Appoint in writing any person to be a receiver and manager of the collateral or any part of it with the same powers as the secured party in addition to the powers conferred on a receiver by any law or statute. The secured party may remove any receiver and appoint another in its place and fix its remuneration at such amount as the secured party may reasonably determine from time to time. Every receiver is the grantor's agent and the grantor alone is responsible for its acts and defaults;
- (f) Exercise all the powers of a receiver;
- (g) Borrow from time to time on the security of the collateral any moneys which the secured party may be required to pay arising from its exercise of any power under this agreement. If the secured party obtains that borrowing by increasing the amounts secured by this agreement the applicable rate of interest is the higher rate of interest as may be shown in the summary. If the borrowings are from a third party, the applicable rate of interest and terms are as the secured party deems reasonable in the circumstances;
- (h) Lease the collateral in the grantor's name or otherwise for any term, at such rent and on such terms and conditions as the secured party deems expedient;
- (i) Convert, liquidate and reduce the whole or any part of the collateral into money;
- (j) Sell or concur in selling all or any part of the collateral by public auction or private treaty or tender for cash, on credit or such other terms and conditions as the secured party in its absolute discretion considers expedient. The secured party must apply the purchase money towards satisfaction of the outstanding balance of moneys owing on the security of the agreement by crediting the grantor's account with the amounts received in cash as from the date the secured party receives them. Purchase money which has not been received in cash is deemed a continuing unsatisfied part of the money secured by this agreement and carries interest

accordingly. However, any interest the purchaser pays must be set off fully against the interest secured by the agreement. The secured party is not in any way liable for any purchase moneys not received in cash or for any loss occasioned by its exercise of the power of sale.

- (k) The secured party may, as long as any moneys remain owing on this security, hold possession of the title documents for the collateral and of any title documents later issued whether to a purchaser of the equity of redemption or otherwise;
- (l) Complete any construction or project on the collateral;
- (m) Employ any person in any capacity necessary for the secured party to exercise the powers under this agreement at such salaries or remuneration as the secured party thinks fit;
- (n) Exercise all the grantor's voting or other rights or powers;
- (o) Make any arrangement or compromise which the secured party deems expedient;
- (p) Give receipts for all moneys and other assets which may come to the hands of the secured party in exercise of any power under this agreement. Such receipts are sufficient discharge and any person paying or handing over such moneys or other assets are not required to see how they are applied;
- (q) Carry out and enforce all leases and contracts entered into or held by the grantor in respect of the collateral or so entered into in exercise of the powers or authorities which this agreement confers;
- (r) Take proceedings at law or in equity or in bankruptcy in the grantor's name or otherwise for all or any of the purposes set out in this clause;
- (s) Perfect the grantor's title;
- (t) Remedy any default of the grantor under any security: the cost of so doing to be added to the moneys owing under this agreement on the same terms and conditions;
- (u) Do everything including consolidation with other property which in the secured party's opinion makes the collateral more saleable;
- (v) Suspend the exercise of any powers or relinquish possession of the collateral without being responsible for any loss or damage caused by such suspension;
- (w) Pay any surplus moneys, which do not carry interest, to the grantor; and
- (x) Do everything in respect of the collateral without limitation as the secured party deems expedient.

## **13. Secured party not liable for loss**

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The secured party is not liable any loss arising out of the secured party's exercise of any of the powers under this agreement.

## **14. Power of attorney**

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14.1 The grantor irrevocably appoints the secured party and any receiver as the grantor's attorney immediately on or at any time after any breach or default by the grantor:

- (a) To exercise in the grantor's name all rights, powers and remedies of the secured party expressed or implied in this agreement;
- (b) To receive any moneys payable to the grantor in respect of the collateral whether in respect of the insurance compensation or otherwise;
- (c) To do everything the grantor is required to do; and
- (d) To execute all documents and to do everything else necessary to effect those documents.

14.2 The grantor releases and holds harmless any third party from any liability to the grantor in relation to any transaction with the secured party under this power of attorney.

14.3 A third party:

- (a) Is not required to establish that a default has occurred which entitles the secured party to rely on this power of attorney;
- (b) May pay money without seeing how it is applied; and
- (c) May rely on the secured party's or receiver's receipt for that money as an absolute defence against any action for recovery by the grantor.

14.4 Production of this agreement is sufficient evidence of the secured party's power to enter into any proposed transaction.

## **15. Costs**

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The grantor must pay the secured party on demand all costs, fees and expenses including legal expenses on a full indemnity basis in connection with negotiating, preparing, executing, stamping and registering this agreement, preserving or protecting the collateral or title to it, repairing, maintaining and managing the collateral and the exercise of the powers of the secured party on default. These moneys form part of the moneys secured.

## **16. Severability of provisions**

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Any provision of this agreement which is illegal, void or unenforceable is ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions of this agreement.

## **17. Waiver**

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Failure to exercise or enforce a delay, or the partial exercise or enforcement of any right remedy power or privilege under this agreement by the secured party does not in any way preclude or operate as a waiver of any further exercise or enforcement, nor the exercise or enforcement of any other right, remedy, power or privilege under this agreement or provided by law.

## **18. Other securities and other agreements**

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The grantor covenants with the secured party to grant the other securities and other agreements referred to in the summary. The grantor must punctually perform, observe and fulfil the terms and conditions of the other securities and other agreements in strict accordance with any instrument under which these arise and agrees that any breach of any other security or other agreement is deemed a breach of this agreement and vice versa.

## **19. Independent financial and legal advice**

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- 19.1 The grantors agree that they understand their obligations under this agreement and that if they default in making the payments agreed or breach any other agreement then the secured party has wide powers to recover the money owing. The secured party can both sell the collateral and sue all or any one of the grantors personally. The money owing includes the principal, interest at the higher rate, and every cost and expense involved in recovering the money owing including the costs of repairing maintaining and selling the collateral.
- 19.2 The grantors agree that they have sought such financial and legal advice as they considered appropriate for an understanding of this agreement before entering into it.

## **20. Notices**

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A communication required by this agreement, by a party to another, must be in writing and may be given by being:

- (a) Delivered personally; or

- (b) Posted to the address of the party specified in Part 2, Part 3 or Part 4 (as the case may be) of the Reference Schedule, or as later notified, in which case it is treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party specified in Part 2, Part 3 or Part 4 (as the case may be) of the Reference Schedule with acknowledgment of receipt received electronically by the sender, when it is treated as received on the day of sending.

## **21. Jurisdiction**

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This agreement is governed by the law of the state in which the collateral is located and the parties submit to the non-exclusive jurisdiction of the courts of that state.

## **SCHEDULE 1 - REFERENCE SCHEDULE**

This Schedule is annexed to and forms part of this Deed.

### **Part 1.**

Date of this Deed –

### **Part 2.**

The Grantor – Broula King Joint Venture Pty Ltd ABN 24 113 348 459

### **Part 3.**

The Secured Party – London DE Limited (CRN: 08806847)

### **Part 4.**

NA NA

### **Part 5.**

Minimum reduction amount – NA

### **Part 6.**

Summary –

Registration or serial number ML 1617  
details of collateral EL 8509

Description of collateral Mining Lease, Processing Plant and Equipment, Gold  
Tailings and minerals withing ML 1617

Location of collateral Bumbaldry NSW

Purpose of loan Working capital

Date of loan 30 July 2025

Principal \$ 5,800,000

Term of loan

Date of repayment

Fixed or variable interest rate

Higher rate of interest %

Lower rate of interest %

Instalments interest only or  
principal and interest

Amount of higher rate  
instalment

Amount of lower rate instalment

Date of first instalment

Date of subsequent consecutive monthly instalments

Additional interest on early repayment

**EXECUTED AS A DEED**

**EXECUTED** for and on behalf of **Broula King Joint Venture Pty Ltd** (ABN 24 113 348 459) in accordance with Section 127(1) of the *Corporations Act 2001*:

**Daryl William Young**  
Name of Sole Director/Secretary

.....  
Signature of Sole Director/Secretary

**EXECUTED** for and on behalf of **London DE Limited** (CRN: 08806847) in by its duly authorised officer or agent pursuant to a valid authority:

.....  
Signature of Witness

.....  
Signature of Officer or Agent

.....  
Name of Witness

.....  
Name of Officer or Agent