



DEED OF GUARANTEE, INDEMNITY AND CHARGE

TO: **P & K MINING EQUIPMENT PTY LTD (ACN 106 527 691) (ABN 76 106 527 691)** and its respective associated and related and subsidiary and parent Companies and successors and assigns (all of which are referred to hereafter as "PKM").

In consideration of PKM providing or continuing to provide Goods or supplying credit accommodation to the Customer or not commencing or continuing legal action against the Customer at the request of the Guarantor and for the business purposes of the Customer, the Guarantor enters this Deed and agrees with PKM as follows:

Guarantee

1. To guarantee and be responsible for the payment of the Money Secured to PKM by the Customer.
2. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee to PKM for the whole of the Money Secured.
3. PKM may at any time or times at its discretion and without giving any notice whatsoever to the Guarantors refuse to provide further Goods to the Customer.
4. Where the Guarantor consists of more than one person, this Deed is enforceable against all persons signing as Guarantor and each Guarantor will be jointly and severally liable immediately on signing this Deed.
5. If it is intended that more than one person be a Guarantor, this Deed will remain enforceable against each person signing as Guarantor even if any person proposed or contemplated to sign this Deed does not in fact do so.
6. PKM may at any time release or discharge the Guarantor or any of the persons included as Guarantor from the obligations of this Deed or grant time to pay, accept a composition from or enter other arrangements with the Customer or any Guarantor without affecting the liability of any other Guarantor under this Deed except that any payment received by PKM under such composition or arrangement will operate as a discharge of liability to the extent of the payment.
7. Any payment made by or on behalf of the Customer which is later avoided by the application of any statutory provision shall be deemed not to discharge the Customer's indebtedness and in such event the parties are to be restored to rights which each respectively would have had if the payments had not been made.
8. Where any Guarantor has the right to prove in any insolvency administration of the Customer, the Guarantor must do so and hold any dividends received on trust for PKM.

Indemnity

9. The Guarantor hereby indemnifies PKM against any and all losses and expenses of any nature including the costs of preparation of this Deed, stamp duty (if any) and legal costs on a solicitor/client basis arising in any way out of its dealings with the Customer, the intent being that the Guarantor is primarily liable for payment to PKM of such losses and expenses and of the Money Secured.

Charge

10. For the purpose of securing payment to PKM of the Money Secured, the Guarantor:
 - 10.1 Hereby charges all of his or her beneficial interest in real and personal property (including all property acquired after the date of this Deed) in favour of PKM whether or not a demand has been made on the Customer or the Guarantor;
 - 10.2 Agrees to deliver to PKM within seven (7) days of written demand a Memorandum of Mortgage in registrable form and that the Money Secured is payable on demand incorporating the covenants contained in Memorandum No. Q860000 registered at the Land Titles Office of New South Wales as amended to comply with and reflect any appropriate laws in the jurisdiction(s) where the Guarantor has any beneficial interest in real and personal property and as amended appropriately to comply with any formal requirements of registration.
 - 10.3 Authorises and consents to PKM taking all actions necessary to give effect to this security including the lodgment of a Caveat upon any Title of any of the Guarantor's Real Property. Each Guarantor hereby irrevocably appoints PKM and any person nominated by PKM severally the attorney of the Guarantor with power to execute, sign, seal and deliver (which delivery may be subject to such terms and conditions as the attorney thinks fit) such mortgage or other document to give effect to this security.
 - 10.4 If the charge created by Clause 10.1 is or becomes void or unenforceable, it may be severed from this Deed without any effect on its validity and the Guarantor shall not be exonerated in whole or in part, nor shall PKM's right, remedies or recourse against the Guarantor be in any way prejudiced or adversely affected by such severance.
11. A Certificate signed by a Director, Secretary, Finance Manager or Credit Manager of PKM shall be prima facie evidence of the amount of the Money Secured owed by the Customer or the Guarantor at that time.
12. The Guarantor acknowledges that PKM has afforded him and/or her full and unrestricted opportunity of seeking independent legal advice on the Guarantor's obligations under the Deed prior to the signing of this Deed of Guarantee, Indemnity and Charge.
13. The Guarantor acknowledges that the Guarantor has made his and/or her own enquiries of the Customer regarding the Customer past and prospective dealings with PKM and is satisfied as to the extent of his and/or her obligations arising from this Deed and that PKM is under no obligation to notify the Guarantor of any changes to its trading terms or dealings with the Customer even if these changes increase the Guarantor's liability under this Deed.
14. This Deed will be construed according to the laws of the State or Territory as PKM in its sole discretion determines. Proceedings may be instituted in such State or Territory as PKM may in its sole discretion determine. Failing such determination the Guarantor consents to any proceedings being instituted and heard by any appropriate Court sitting in the State of New South Wales applying the laws of the State of New South Wales.
15. The Guarantor hereby acknowledges that the Guarantor has read and understood PKM's Privacy Statement, Privacy Policy, Credit Reporting Policy and Notifiable Matters, a copy of which can be found at PKM's website at www.pkmining.com.au. The Guarantor irrevocably grants permission to PKM before, during or after the provision of credit to give, receive and collect personal and credit information about the Guarantor to and from any Credit Reporting Body, Credit Provider, Bank or Financial Institution or any other corporation, association or person in accordance with the *Privacy Act 1998*, the *Privacy (Enhancing Privacy Protections) Act 2012*, the Credit Reporting Privacy Code and the Australian Privacy Principles as amended from time to time ("the Acts"). This information may concern the Guarantor's Consumer Credit and/or Commercial Credit and trading arrangements, may consist of Credit Reports and other credit and trading information concerning the Guarantor and may be used to assess or review at any time this application, to collect any overdue payments and/or to provide credit references in accordance with the provisions of the Acts and PKM's Privacy Policy, Privacy Statement and Credit Reporting Policy and Notifiable Matters.
16. It is acknowledged by the Guarantor that any credit limit that may apply from time to time in respect of the credit facilities provided by the Company to the Customer is for the administrative convenience and solely for the benefit of the Company and such credit limit does not constitute a term of that agreement nor of this Deed in respect of the obligations of the Customer or of the Guarantor.

Personal Property Securities Act 2009 ("PPS Act")

17. The Guarantor acknowledges and consents to PKM maintaining registration on the register of any security interest contemplated by this Deed in any manner PKM considers appropriate. The Guarantor agrees to execute all documents and provide all information and assistance required by PKM to ensure registration and maintenance of any security interest, including to ensure that PKM may acquire and maintain any perfected security interests relating to the personal property and any proceeds, to register a financing statement or financing change statement and to ensure that PKM's position, rights and obligations are maintained in spite of the PPS Act.
18. The Guarantor acknowledges that PKM may register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest), and waives any right to receive notice of a verification statement in relation to any registration in respect of the personal property.
19. The Guarantor agrees not to register a financing change statement in respect of a security interest contemplated by this Deed, or in favour of a third party, without PKM's prior written consent.
20. To the extent that Chapter 4 of the PPS Act would otherwise apply to any enforcement of a security interest, and section 115(1) of the PPS Act allows parties to contract out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Guarantor agrees that it has no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96; section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142 and section 143.
21. In so far as section 115(7) of the PPS Act allows for the contracting out of provisions of the PPS Act, the following provisions of the PPS Act will not apply and the Guarantor agrees it has no rights under them: section 127; section 129(2) and (3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
22. Unless otherwise agreed and to the extent permitted by the PPS Act, both PKM and the Guarantor agree not to disclose any information contemplated in section 275(1) of the PPS Act to an interested person, or as requested by an interested person. The Guarantor agrees to waive any right it may have had under section 275(7)(c) of the PPS Act to authorise any disclosure of that information.
23. For the purpose of section 20(2) of the PPS Act, the collateral is the personal property. This Deed is a security agreement for the purposes of the PPS Act.
24. PKM may, at its absolute discretion, apply any amounts received pursuant to this Deed in any way PKM determines, to satisfy any obligations relating to a security interest contemplated by this Deed.

Definitions and Interpretation

"PKM" means P & K MINING EQUIPMENT PTY LTD (ACN 106 527 691) (ABN 76 106 527 691) and its respective associated and related and subsidiary and parent Companies and successors and assigns (all of which are referred to hereafter as "PKM").

"The Customer" means the Customer set out in Item 1 of the Schedule both in their own capacity and as Trustee of any Trust.

"Guarantor" means the persons set out in Item 2 of the Schedule or any other person or persons signing or purporting to sign this Deed as Guarantor and that person's personal representative.

"Goods" means all goods, merchandise and services supplied or which may be supplied in the future at the Customer request or credit extended by PKM to the Customer.

"Money Secured" means all monies now payable or which may become payable in the future or contingently by the Customer to PKM for any reason whether alone or jointly with another person including without limitation; money owed by the Customer for the supply of Goods; all money PKM pays or becomes liable to pay at the request of the Customer; all losses and expenses including legal costs on a solicitor/client basis however directly or indirectly arising from any dealing or default by the Customer under its contract with PKM or by the Guarantor under this Deed; all the costs incurred by PKM for recovering monies under any related security.

"Deed" means this Deed of Guarantee, Indemnity and Charge.

"Personal property" means the personal property referred to in Clause 10.1

In interpreting this Deed words incorporating the singular number denotes the plural and vice versa; any gender denotes the relevant gender; and a person denotes an individual, a body corporate, a partnership or any unincorporated association.

SCHEDULE 1

Item 1: The Customer

Name:..... ACN:..... Registered Office:.....

Item 2: The Guarantor

Name:..... Address:.....

Name:..... Address:.....

EXECUTED AS A DEED

IN WITNESS I SET MY HAND AND SEAL AT ON THIS DAY OF 201

SIGNED SEALED AND DELIVERED BY)

.....)

Of.....) X

.....) Guarantor

Before:

(Signature of Witness)

(Name of Witness)

(Address of Witness)

IN WITNESS I SET MY HAND AND SEAL AT ON THIS DAY OF 201

SIGNED SEALED AND DELIVERED BY)

.....)

Of.....) X

.....) Guarantor

Before:

(Signature of Witness)

(Name of Witness)

(Address of Witness)

THIS IS A LEGAL DOCUMENT AND IF YOU ARE UNSURE OF ITS MEANING AND EFFECT YOU SHOULD SEEK LEGAL ADVICE