



DEED OF VARIATION (NO. 7)

WEST MUSGRAVE EXPLORATION DEED

Ngaanyatjarra Land Council (Aboriginal Corporation)
ICN 715

Yarnangu Ngaanyatjarraku Parna (Aboriginal Corporation) RNTBC
as trustee for the Ngaanyatjarra Lands People
ICN 4527

Wirraway Metals & Mining Pty Ltd
ACN 142 690 346

OZ Exploration Pty Ltd
ACN 137 626 914

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DETAILS

Date 2018

Parties

Land Council

Name Ngaanyatjarra Land Council (Aboriginal Corporation)
ICN 715
Address 6/58 Head Street, Alice Springs, Northern Territory
Email gerard.coffey@ngcouncil.org.au
Attention Gerard Coffey, Chief Executive Officer

PBC

Name Yarnangu Ngaayatjarraku Parna (Aboriginal Corporation)
RNTBC as trustee for the Ngaanyatjarra Lands People
ICN 4527
Address 6/58 Head Street, Alice Springs, Northern Territory
Email gerard.coffey@ngcouncil.org.au
Attention Gerard Coffey, Chief Executive Officer

WMM

Name Wirraway Metals & Mining Pty Ltd
ACN 142 690 346
Address 10 Richardson Street, West Perth, Western Australia
Email greg@cassiniresources.com.au
Attention Greg Miles, Executive Director

OZE

Name OZ Exploration Pty Ltd
ACN 137 626 914
Address 2 Hamra Drive, Adelaide Airport, South Australia
Email jim.hodgkison@ozminerals.com
Attention Jim Hodgkison, Deputy Project Director

BACKGROUND

- A The Land Council and the Joint Venture Participants are parties to the Exploration Deed, as varied and restated by Variation and Restatement Deed. The Variation and Restatement Deed records the sixth occasion on which the Exploration Deed was varied, while also incorporating and consolidating variations made by the Variation Deed, Deed of Variation No. 3, Deed of Variation No. 4 and Deed of Variation No. 5.
- B The Land Council, the PBC and the Joint Venture Participants are parties to the ILUA.
- C The Exploration Deed Parties wish to vary the Exploration Deed:
- (i) to confirm the application of the Exploration Deed to the Existing Exploration Licences and the New Exploration Licences; and
 - (ii) to provide for the application of the Exploration Deed to the Existing Miscellaneous Licence and the New Miscellaneous Licences.

- D The ILUA Parties wish:
- (i) to confirm the application of the ILUA to the New Exploration Licences;
 - (ii) to confirm the application of the ILUA to the New Miscellaneous Licences following the variation of the Exploration Deed; and
 - (iii) otherwise record the consent of the PBC to the grant of the New Exploration Licences and the New Miscellaneous Licences.
- E The parties have recorded the terms of their agreement to the matters referred to in items C and D in this deed. This deed records the seventh occasion on which the Exploration Deed has been varied and is therefore referred to as “Deed of Variation (No. 7)”.

AGREED TERMS

1 EXPLORATION LICENCES

Application of Exploration Deed to Existing Exploration Licences and New Exploration Licences

- 1.1 The Exploration Deed Parties acknowledge that:
- 1.1.1 each of the Existing Exploration Licences and the New Exploration Licences is wholly within the Exploration Area;
 - 1.1.2 the Joint Venture Participants have by this deed given, in their capacity as “Explorer” under the Exploration Deed, and the Land Council has by this deed received, written notice of the Existing Exploration Licences and the New Exploration Licences in accordance with limb (b) of the definition of “Exploration Licences” under the Exploration Deed; and
 - 1.1.3 as a result of the written notice given and received under clause 1.1.2 above, the Existing Exploration Licences and the New Exploration Licences are, with effect from the date of this deed, “Exploration Licences” under the Exploration Deed.

Acknowledgement in respect of New Exploration Licences

- 1.2 The Exploration Deed Parties acknowledge that:
- 1.2.1 the New Exploration Licences, as at the date of this deed, are not granted, do not have the right in priority and may never be granted;
 - 1.2.2 in the event that the New Exploration Licences obtain the right in priority, the Joint Venture Participants may rely on the consent given in Exploration Deed to procure the grant of the New Exploration Licences; and
 - 1.2.3 save in respect of the consents referred to in clause 1.2.2 above, none of them will accrue rights or obligations under the Exploration Deed in respect of the New Exploration Licences unless and until granted.

Change to Annexure C of Exploration Deed

- 1.3 For the avoidance of doubt, the Exploration Deed Parties agree to vary Annexure C to the Exploration Deed to include the Existing Exploration Licences and the New Exploration Licences as follows (inserted text underlined):

The following Exploration Licences are subject of this Deed:

69/1505

69/1530

69/2201

69/2313

69/2338

69/3163

69/3164

69/3165

69/3166

69/3167

69/3168

69/3169

2 MISCELLANEOUS LICENCES

Definitions of Miscellaneous Licences and Miscellaneous Licence Area

- 2.1 The Exploration Deed Parties agree to vary clause 1A of the Exploration Deed to insert, between the definitions of “Mining Proposal” and “Ngaanyatjarra”, definitions of “Miscellaneous Licences” and “Miscellaneous Licence Area” as follows:

“Miscellaneous Licences” means:

- (a) *the Existing Miscellaneous Licence;*
- (b) *the application for a miscellaneous licence under the Mining Act applied for by the Explorer designated L69/42 and any miscellaneous licence under the Mining Act applied for by and granted to the Explorer within the land the subject of that application (as shown outlined black, in the vicinity of Mt Elliott, in the plan at Annexure G) for the purposes of “a search for groundwater”;*

- (c) *the application for a miscellaneous licence under the Mining Act applied for by the Explorer designated L69/43 and any miscellaneous licence under the Mining Act applied for by and granted to the Explorer within the land the subject of that application (as shown outlined black, commencing from the Blackstone to Warburton Road and terminating east of Cohn Hill, in the plan at Annexure G) for the purposes of “a pipeline, a power generation and transmission facility, a power line and a road”;*
- (d) *the application for a miscellaneous licence under the Mining Act applied for by the Explorer designated L69/44 and any miscellaneous licence under the Mining Act applied for by and granted to the Explorer within the land the subject of that application (as shown outlined black, commencing from the Blackstone to Warburton Road and terminating west of Lightning Rock, in the plan at Annexure G) for the purposes of “a pipeline, a power generation and transmission facility, a power line and a road”;* and
- (e) *the application for a miscellaneous licence under the Mining Act applied for by the Explorer designated L69/45 and any miscellaneous licence under the Mining Act applied for by and granted to the Explorer within the land the subject of that application (as shown outlined black, to the south of the Exploration Area, in the plan at Annexure G) for the purposes of “a search for groundwater”.*

“Miscellaneous Licence Area” means the land from time to time the subject of the miscellaneous licences referred to in paragraphs (a), (b) and (e) of the definition of Miscellaneous Licences.

Changes to associated definitions

- 2.2 The Exploration Deed Parties agree to vary clause 1A of the Exploration Deed to amend the definition of “Exploration” as follows (inserted text shown underlined; deleted text struck through):

“Exploration” means all modes of searching for or evaluating deposits of minerals within the Exploration Area or sources of groundwater within the Exploration Area or the Miscellaneous Licence Area and includes such operations and works as are necessary for that purposes including:-

- (a) *entering and re-entering the Exploration Area with such agents, employees, vehicles machinery and equipment as may be necessary for the proper and efficient exploration for minerals within the Exploration Area or for sources of groundwater*

within the Exploration Area or the Miscellaneous Licence Area;

- (b) *digging pits, trenches and holes, and sinking bores and tunnels in, on or under the Exploration Area or ascertaining the quality, quantity or extent of ore and other material by drilling or other methods, or sinking bores in, on or under the Exploration Area or the Miscellaneous Licence Area for the purpose of ascertaining the quality, quantity and extent of groundwater;*
- (c) *the sampling, extraction and removal for analysis and testing of an amount of ore, material or other mineral bearing substance or groundwater reasonably necessary to determine its ~~mineral~~ bearing quality; and*
- (d) *taking or diverting water from any natural springs, lake, pool or stream situated on or flowing through the Exploration Area and to sink a well or bore on the Exploration Area and take water therefrom and to use the water so taken or diverted for domestic use and for any purpose in connection with exploring for minerals on the Exploration Area.*

2.3 The Exploration Deed Parties agree to vary clause 1A of the Exploration Deed to amend the definition of “Exploration Operations” as follows (inserted text shown underlined):

“Exploration Operations” include, but are not limited to:

- (a) *geological, geophysical and geotechnical surveying and mapping, aerial reconnaissance and mineral and groundwater exploration, drilling excavating and testing;*
- (b) *taking samples and removing and retaining the same for the purpose of analysing, testing or evaluation;*
- (c) *taking onto the Exploration Area such plant, machinery, tools, equipment and other chattels, and subject to the provisions of this Deed, erecting such buildings and structures as it thinks fit for effectively carrying out Exploration,*

whether done pursuant to an Exploration Licence, Miscellaneous Licence or Mining Lease.

Changes to operative clauses

2.4 The Exploration Deed Parties agree to vary clause 2A of the Exploration Deed to insert a new clause 2A(c), as follows:

- (c) *the grant of the Miscellaneous Licences to the Explorer and:*

- (i) *the exercise by the Explorer of rights under the Miscellaneous Licences for the purposes of Exploration; and*
- (ii) *subject to clause 19, the exercise by the Explorer of rights under the Miscellaneous Licences for the purposes of the exercise of rights under the Mining Leases within the Exploration Area for purposes other than Exploration.*

2.5 The Exploration Deed Parties agree to vary clauses 2B.1, 2B.2 and 2B.3 of the Exploration Deed to insert the term “Miscellaneous Licence” after each instance of “Exploration Licence”, and to insert additional text, as follows (inserted text shown underlined):

2B.1 The Explorer will accept an offer by the Minister for Aboriginal Affairs to grant an Entry Permit to the Explorer in relation to an Exploration Licence, Miscellaneous Licence or Mining Lease to which this Deed applies subject to the conditions set out in Annexure D hereof and any other conditions acceptable to the Explorer and the Land Council.

2B.2 The Explorer will agree to an Exploration Licence, Miscellaneous Licence or Mining Lease being granted or subsequently made subject to the conditions set out in Annexure D hereof and to any other conditions acceptable to the Explorer and the Land Council.

2B.3 The Explorer shall not at any time during the currency of this Deed seek or accept a variation to any conditions contained in the grant of or subsequently imposed upon the Exploration Licences, Miscellaneous Licence or Entry Permits which may be contrary to this Deed without the written consent of the Land Council, except that conditions relating to the expenditure commitments of the Exploration Licence will not be subject to the consent of the Land Council.

2.6 The Exploration Deed Parties agree to vary clause 9.1(1) of the Exploration Deed as follows (inserted text shown underlined):

9.1(1) The Explorer shall whilst conducting Exploration Operations on the Exploration Area and the Miscellaneous Licence Area use its best endeavours to conduct the Project so as to:-

- (a) preserve and protect the Environment;*
- (b) preserve natural hydrological systems;*
- (c) disturb the least amount of soil and vegetation possible;*
- (d) minimize pollution;*
- (e) accord with the Best Practicable Technology;*
- (f) prevent the introduction of exotic fauna and noxious plants in the area as a result of its activities.*

2.7 The Exploration Deed Parties agree to vary clause 9.5 of the Exploration Deed as follows (inserted text shown underlined; deleted text struck through):

9.5 *With respect to sub-surface water which is encountered during drilling, the Explorer shall:-*

- (a) *report and describe the encounter to the Land Council with a general indication as to flow and quality if that information is available to the Explorer;*
- (b) *if the Land Council requests, allow the Land Council, without any material inconvenience to the Explorer and except where the Explorer intends to develop the drill hole in connection with the exercise of rights under the Exploration Licences or the Mining Leases, to sample and test the water (at its own cost) to ascertain its potential for domestic use, livestock or other purposes and if it desires, to develop the drill hole at its own cost; and*
- (c) *allow the Land Council reasonable opportunity to consult Traditional Aboriginal Owners and to make a request pursuant to Clause 9.2(2)(a), except where the Explorer intends to develop the drill hole in connection with the exercise of rights under the Exploration Licences or the Mining Leases.*

2.8 The Exploration Deed Parties agree to vary clause 19 of the Exploration Deed by inserting a new clause 19.11 as follows:

The Explorer shall not exercise any rights under the Miscellaneous Licences, other than for the purposes of Exploration, until a Mining Agreement and compensation for the exercise of such rights has been agreed to or arbitrated (as the case may be) pursuant to this Clause or Clause 27.

2.9 The Exploration Deed Parties agree to vary clauses 25.5(1) and (2) of the Exploration Deed as follows (inserted text shown underlined):

- (1) *Within 42 days after the end of each:*
 - (a) *Relevant Year (where the end of the Relevant Year falls within the Financial Year ending 30 June 2013 or any subsequent Financial Year), the Explorer must give the Land Council written notice of the payments it considers are due under paragraphs B, BB and C of Annexure A. Such notice must separately identify the payments due under paragraphs B, BB and C of Annexure A in respect of each Exploration Licence, Miscellaneous Licence and Mining Lease; and*
 - (b) *Financial Year (commencing with the Financial Year ending 30 June 2012), the Explorer must give the Land Council written notice of the payment it considers is due under paragraph D of Annexure A.*
- (2) *Following receipt of a notice under clause 25.5(1), or at any time after the date such notice is due, the Land Council may issue a tax invoice in respect of the payments it considers are due under paragraphs B, BB, C and D of Annexure A.*

Changes to Annexure A to Exploration Deed

2.10 The Exploration Deed Parties agree to vary paragraph A of the Exploration Deed to insert, between the definitions of “Relevant Mining Lease” and “Relevant Year”, a definition of “Relevant Miscellaneous Licence” as follows:

Relevant Miscellaneous Licence means a Miscellaneous Licence to which this Deed applies or applied at any time during a Financial Year.

- 2.11 The Exploration Parties agree to vary paragraph A of the Exploration Deed to amend the definition of “Relevant Year” as follows (inserted text shown underlined):

Relevant Year means the 12 month period ending immediately before the anniversary of the grant of the Relevant Exploration Licence, Relevant Miscellaneous Licence or Relevant Mining Lease (as the case may be), where the last day of that 12 month period falls within the relevant Financial Year.

- 2.12 The Exploration Deed Parties agree to vary Annexure A to the Exploration Deed to include a new paragraph BB, as follows:

BB. 5% of expenditure on Relevant Miscellaneous Licences

In respect of each Relevant Miscellaneous Licence, the Explorer will pay annually to the Land Council a sum of money equal to 5% of the total expenditure on or in connection with the Relevant Miscellaneous Licence as would have been required to be reported in relation to Exploration on or in connection with that Relevant Miscellaneous Licence if the Relevant Miscellaneous Licence were an Exploration Licence and, to avoid doubt, if:

- (a) *Exploration for water were Exploration for a mineral; and*
- (b) *construction or maintenance of a road or track was for the purpose of Exploration.*

- 2.13 The Exploration Deed Parties agree to vary paragraph D(a) of Annexure A to the Exploration Deed as follows (inserted text shown underlined):

D. Administration payments

- (a) *The Explorer will pay annually to the Land Council the sum of \$1,500 for each Relevant Exploration Licence, Relevant Miscellaneous Licence and Relevant Mining Lease that is live during any part of a Financial Year, provided that if the aggregate amount payable on any occasion is less than \$2,500 then on any such occasion the Explorer will pay \$2,500.*

Change to Annexure D to Exploration Deed

- 2.14 The Exploration Deed Parties agree to vary Annexure D to the Exploration Deed to insert, between the text headed “Exploration Licence and “Mining Lease” the following text:

MISCELLANEOUS LICENCE

It is a condition of this Licence that the Licensee shall comply with the terms, conditions, covenants and other provisions on its part contained in:

- (i) *the Deed of Agreement between Ngaanyatjarra Land Council (Aboriginal Corporation) and the Licensee dated 14 July 1997 (as amended).*

New Annexure G to Exploration Deed

- 2.15 The Exploration Parties agree to include the Tenure Map as Annexure G to the Exploration Deed.

3 PBC CONSENT

Application of ILUA to New Exploration Licences

- 3.1 The ILUA Parties acknowledge that:
- 3.1.1 with effect from the date of this deed, the grant of the New Exploration Licences is “a future act that can be done from time to time in accordance with the Exploration Agreement” within the meaning of clause 3.5(a) of the ILUA; and
 - 3.1.2 the Joint Venture Participants may, in their capacity as “WMC” under the ILUA, from time to time give notice to the State and the Land Council in relation to the New Exploration Licences in accordance with clause 3.4(a)(ii) of the ILUA.
- 3.2 The ILUA Parties acknowledge that the Joint Venture Participants may, but are not obliged to, rely on the ILUA to procure the grant of the New Exploration Licences.

Application of ILUA to New Miscellaneous Licences

- 3.3 The ILUA Parties acknowledge that:
- 3.3.1 with effect from the date of this deed, the grant of the New Miscellaneous Licences is “a future act that can be done from time to time in accordance with the Exploration Agreement” within the meaning of clause 3.5(a) of the ILUA;
 - 3.3.2 the Joint Venture Participants may, in their capacity as “WMC” under the ILUA, from time to time give notice to the State and the Land Council in relation to the New Miscellaneous Licences in accordance with clause 3.4(a)(ii) of the ILUA.
- 3.4 The ILUA Parties acknowledge that the Joint Venture Participants may, but are not obliged to, rely on the ILUA to procure the grant of the New Miscellaneous Licences.
- 3.5 The ILUA Parties acknowledge that the Joint Venture Participants have not given notice under clauses 3.4(a)(ii) and 3.5 of the ILUA, or otherwise relied upon the ILUA, in relation to the grant of the Existing Miscellaneous Licence.

Acknowledgement of PBC consent

- 3.6 For the avoidance of doubt, the PBC consents to the grant of:
- 3.6.1 the New Exploration Licences; and
 - 3.6.2 the New Miscellaneous Licences.
- 3.7 Without limiting clause 3.6, the PBC:
- 3.7.1 must do all things reasonably required by the Company from time to time under the *Native Title Act 1993* (Cth) and all other applicable laws to demonstrate the consent set out in clause 3.6, including by:
 - 3.7.1.1 executing and lodging with any relevant Government Agency any relevant agreements, deeds or other documents to provide for the grant of the New Exploration Licences and the New Miscellaneous Licences; and

- 3.7.1.2 consenting or agreeing in any court, tribunal or before any other relevant Government Agency the validity of the grant of the New Exploration Licences and the New Miscellaneous Licences;
- 3.7.2 must not:
 - 3.7.2.1 object in any court, tribunal or before any other relevant Government Agency to the grant of the New Exploration Licences and the New Miscellaneous Licences; or
 - 3.7.2.2 challenge or dispute in any court, tribunal or before any other relevant Government Agency the validity of the grant the New Exploration Licences and the New Miscellaneous Licences.

4 JOINT VENTURE

Entitlements and liabilities

- 4.1 The parties acknowledge that the entitlements and liabilities of Joint Venture Participants under the Exploration Deed and the ILUA including as varied by this deed in respect of the Existing Exploration Licences, New Exploration Licences, Existing Miscellaneous Licence and New Miscellaneous Licences, continue to be determined in accordance with clause 4.2 of the Joint Venture DoAA.

Other provisions

- 4.2 The parties acknowledge and agree that provisions of clause 5 of the Joint Venture DoAA continue to apply in accordance with their terms.

5 WARRANTIES

Warranties

- 5.1 Each party represents and warrants to the other parties on a continuing basis each of the following:
 - 5.1.1 it is properly incorporated in Australia;
 - 5.1.2 it has full corporate power to enter into and give effect to this deed and to complete the transactions contemplated by this deed;
 - 5.1.3 it has taken all necessary action to authorise the execution, delivery and performance of this deed;
 - 5.1.4 at the date of this deed, the execution, delivery and performance of this deed by it does not contravene any contractual, legal or other obligation of any kind that applies to it;
 - 5.1.5 on execution of this deed, its obligations under this deed will be valid, binding and enforceable; and

5.1.6 unless otherwise stated, it does not enter into this deed as trustee of any trust.

Improper inducement, influence or behaviour

- 5.2 Each party represents and warrants on a continuing basis that it has not done anything to induce, reward or influence any person improperly or unlawfully in relation to the execution of this deed or the supply or acquisition of goods or services under this deed including any of the following:
- 5.2.1 directly or indirectly offering, soliciting, giving, agreeing to give or receiving any gift, commission, rebate, money or consideration of any kind as an inducement or reward for doing, not doing, influencing, favouring, disfavouring or carrying out any act improperly or unlawfully;
 - 5.2.2 seeking to influence decisions by improper means; and
 - 5.2.3 any other conduct which would constitute a breach of the secret commissions provisions of any applicable legislation.
- 5.3 Each party represents and warrants on a continuing basis that it has not given or received, or agreed to give or receive, any gift, commission, rebate, money or consideration of any kind in relation to any advice given to or received by a party to this deed which is or was intended in any way to induce or influence improperly or unlawfully the party advised to enter into this deed, or been involved in any other conduct prohibited by any applicable legislation.

6 MISCELLANEOUS

Costs

- 6.1 The Joint Venture Participants must pay their own costs and expenses and the reasonable costs and expenses of the Land Council and the PBC for preparing, negotiating, executing and completing this deed.

Entire agreement

- 6.2 This deed contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this deed was executed.

Execution of separate documents

- 6.3 This deed is properly executed if each party executes either this document or an identical document. In the latter case, this deed takes effect when the separately executed documents are exchanged between the parties.

Further acts

- 6.4 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this deed and all transactions incidental to it.

Governing law and jurisdiction

- 6.5 This deed is governed by the law of Western Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction by those courts on any basis.

No adverse construction

- 6.6 No term or condition of this deed will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this deed or that provision.

Severability

- 6.7 Each provision of this deed is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this deed in the relevant jurisdiction, but the rest of this deed will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 6.8 No variation of this deed will be of any force or effect unless it is in writing and signed by each party to this deed.

Waivers

- 6.9 A waiver of any right, power or remedy under this deed must be in writing signed by the party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
- 6.10 The fact that a party fails to do, or delays in doing, something the party is entitled to do under this deed does not amount to a waiver.

7 DEFINITIONS AND INTERPRETATION

Incorporated definitions

- 7.1 In this deed the following terms have the meaning given in the *Native Title Act 1993* (Cth):

Approved Determination of Native Title; Federal Court; National Native Title Register; native title holders; Register of Indigenous Land Use Agreements

Other definitions

- 7.2 In this deed the following definitions apply:

BHP Nickel West means BHP Billiton Nickel West Pty Ltd ACN 004 184 598 (formerly WMC Resources Limited).

Deed of Variation No. 3 has the meaning given in the Variation and Restatement Deed.

Deed of Variation No. 4 has the meaning given in the Variation and Restatement Deed.

Deed of Variation No. 5 has the meaning given in the Variation and Restatement Deed.

Determination means each of the Approved Determinations of Native Title made by the Federal Court in matter number WAD6004/2004 on 29 June 2005 and 3 June 2008 having National Native Title Register file numbers WCD2005/002 (Ngaanyatjarra Lands (Part A)) WCD2008/001 (Ngaanyatjarra Lands (Part B)).

Existing Exploration Licences means the exploration licences granted under the *Mining Act 1978* (WA) listed in part 1 of appendix 1.

Existing Miscellaneous Licence means the miscellaneous licence granted under the *Mining Act 1978* (WA) listed in part 3 of appendix 1.

Exploration Area has the meaning given in the Exploration Deed.

Exploration Deed means the Deed of Agreement West Musgraves Exploration Area made 14 July 1997 between the Land Council and BHP Nickel West:

- (a) as varied and restated by the Variation and Restatement Deed; and
- (b) as assigned by:
 - (i) the Deed of Assignment, Assumption and Release – NLC Exploration Deed made 6 May 2014 between BHP Nickel West and WMM;
 - (ii) the BHP Nickel West Exploration Deed Deed of Assumption by Wirraway made 22 August 2014 between WMM, the Land Council and the PBC; and
 - (iii) the Joint Venture DoAA.

Exploration Deed Parties means the Land Council and the Joint Venture Participants.

Government Agency means any government or governmental, semi-governmental, fiscal or judicial body, regulatory body, department, government Minister, commission, authority, tribunal or agency whether local, State or Federal.

ILUA means the Ngaanyatjarra Lands Indigenous Land Use Agreement (Body Corporate Agreement) No. 1 made 16 November 2005 between the PBC, the Land Council, BHP Nickel West and the State of Western Australia having Register of Indigenous Land Use Agreements file number WI2004/005 as assigned by:

- (a) the Deed of Assignment, Assumption and Release – Ngaanyatjarra ILUA made 6 May 2014 between BHP Nickel West and WMM;
- (b) the BHP Billiton Nickel West ILUA Deed of Assumption by Wirraway made 22 August 2014 between WMM, the Land Council and the PBC; and
- (c) the Joint Venture DoAA.

ILUA Parties means the Land Council, the PBC and the Joint Venture Participants.

Joint Venture means the unincorporated joint venture formed pursuant to the Joint Venture Agreement.

Joint Venture Agreement means the Joint Venture Agreement – West Musgrave Project made 12 October 2016 between WMM, OZE, Cassini Resources Limited ACN 149 789 337 and OZ Minerals Limited ACN 005 482 824.

Joint Venture DoAA means the Deed of Assignment and Assumption NLC Exploration Deed & Ngaanyatjarra ILUA made 27 October 2016 between WMM, OZE, the Land Council and the PBC.

Joint Venture Participants means WMM and OZE as participants in the Joint Venture in accordance with clause 4.1.

New Exploration Licences means any exploration licences granted under the *Mining Act 1978* (WA) pursuant to the applications for exploration licences listed in part 2 of appendix 1.

New Miscellaneous Licences means any miscellaneous licences granted under the *Mining Act 1978* (WA) pursuant to the applications for miscellaneous licences listed in part 4 of appendix 1.

Ngaanyatjarra Lands People means the People of the Ngaanyatjarra Lands, being the native title holders referred to in paragraph 2 of, and schedule 3 to, the Determination.

Participating Interests means the participating interests in the Joint Venture from time to time, expressed as a percentage, being as at the date of this deed:

- (a) WMM – 49%; and
- (b) OZE – 51%.

Tenure Map means the plan at appendix 2.

Variation and Restatement Deed means the Exploration Deed – Deed of Variation and Restatement made 16 August 2012 between the Land Council, the PBC and BHP Nickel West.

Variation Deed has the meaning given in the Variation and Restatement Deed.

Interpretation

- 7.3 In the interpretation of this deed, the following provisions apply unless the context otherwise requires:
- 7.3.1 a reference to 'dollars' or '\$' means Australian dollars and all amounts payable under this deed are payable in Australian dollars;
 - 7.3.2 an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
 - 7.3.3 where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

- 7.3.4 a word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates any other genders;
- 7.3.5 a reference to the word 'include' or 'including' is to be interpreted without limitation;
- 7.3.6 a reference to the word 'owing' means actually or contingently owing, and 'owe' and 'owed' have an equivalent meaning;
- 7.3.7 a reference to a party, clause, part, schedule, annexure or attachment is a reference to a party, clause, part, schedule, annexure or attachment of or to this deed;
- 7.3.8 a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced;
- 7.3.9 the schedules, annexures and attachments form part of this deed;
- 7.3.10 headings are inserted for convenience only and do not affect the interpretation of this deed; and
- 7.3.11 a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision, in either case whether before, on or after the date of this deed.

Business day; references to and calculations of time

- 7.4 In this deed, unless the context otherwise requires:
 - 7.4.1 a reference to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in the place the laws of which govern the construction of this deed;
 - 7.4.2 a reference to a time of day means that time of day in the place whose laws govern the construction of this deed;
 - 7.4.3 where a period of time is specified and dates from a given day or the day of an act or event it must be calculated exclusive of that day; and
 - 7.4.4 a term of this deed which has the effect of requiring anything to be done on or by a date which is not a business day must be interpreted as if it required it to be done on or by the next business day.

EXECUTION

Executed as a deed

Executed as a deed by **Ngaanyatjarra Land Council (Aboriginal Corporation) ICN 715** was affixed by authority of a resolution of its Governing Committee in the presence of:

.....
Signature of Governing Committee member

.....
Signature of Chairman

.....
Name (print)

.....
Name (print)

.....
Signature of Governing Committee member

.....
Name (print)

The common seal of **Yarnangu Ngaanyatjarraku Parna (Aboriginal Corporation) RNTBC ICN 4527** was affixed by authority of a resolution of its Governing Committee in the presence of:

.....
Signature of Governing Committee member

.....
Signature of Chairman

.....
Name (print)

.....
Name (print)

.....
Signature of Governing Committee member

.....
Name (print)

Executed as a deed by **Wirraway Metals & Mining Pty Ltd ACN 142 690 346** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director (print)

.....
Name of director/company secretary (print)

Executed as a deed by **OZ Exploration Pty Ltd ACN 137 626 914** acting by the following persons or, if the seal is affixed, witnessed by the following persons in accordance with section 127 of the *Corporations Act 2001* (Cth):

.....
Signature of director

.....
Signature of director/company secretary

.....
Name of director (print)

.....
Name of director/company secretary (print)

APPENDIX 1: TENURE DESCRIPTION

Part 1: Existing Exploration Licences

TenID	Applicant/Holder	Application Date	Grant Date
E69/3163	WMM	09/05/2013	05/12/2014
E69/3164	WMM	09/05/2013	14/05/2014
E69/3165	WMM	09/05/2013	14/05/2014
E69/3168	WMM	09/05/2013	14/05/2014
E69/3169	WMM	09/05/2013	14/05/2014

Part 2: New Exploration Licences

TenID	Applicant/Holder	Application Date	Grant Date
E69/3166	WMM	09/05/2013	<i>Pending</i>
E69/3167	WMM	09/05/2013	<i>Pending</i>

Part 3: Existing Miscellaneous Licence

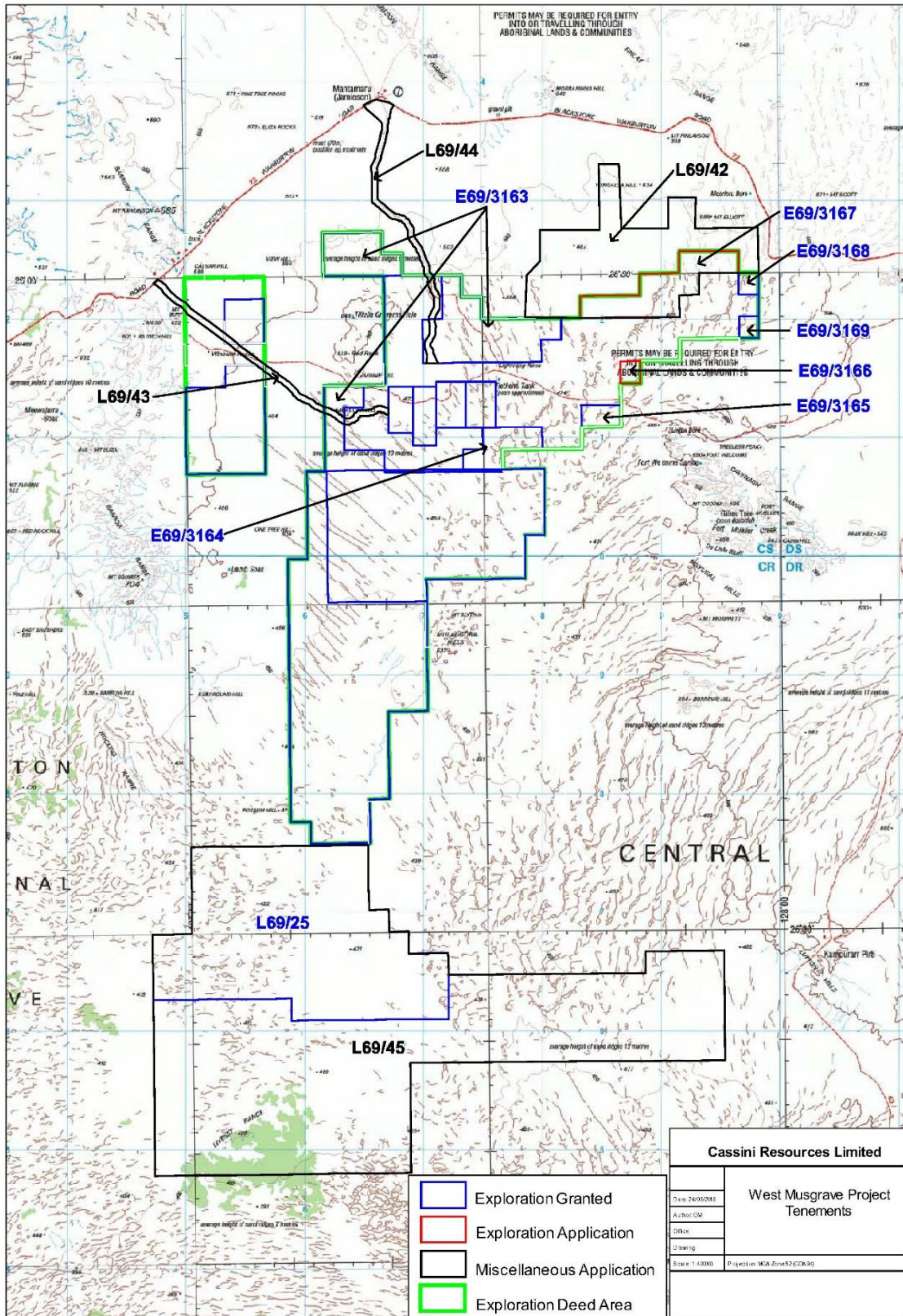
TenID (Purpose)	Applicant/Holder	Application Date	Grant Date
L69/25 (a search for groundwater)	WMM	14/08/2015	10/02/2017

Part 4: New Miscellaneous Licences

TenID (Purpose)	Applicant/Holder	Application Date	Grant Date
L69/42 (a search for groundwater)	WMM	09/11/2018	<i>Pending</i>
L69/43 (a pipeline, a power generation and transmission facility, a power line, a road)	WMM	09/11/2018	<i>Pending</i>

TenID (Purpose)	Applicant/Holder	Application Date	Grant Date
L69/44 (a pipeline, a power generation and transmission facility, a power line, a road)	WMM	09/11/2018	<i>Pending</i>
L69/45 (a search for groundwater)	WMM	09/11/2018	<i>Pending</i>

APPENDIX 2: TENURE MAP



Cassini Resources Limited						
<table border="1"> <tr> <td>Date: 24/06/2008</td> <td rowspan="4" style="text-align: center; vertical-align: middle;">West Musgrave Project Tenements</td> </tr> <tr> <td>Author: CM</td> </tr> <tr> <td>Office:</td> </tr> <tr> <td>Drawn by:</td> </tr> </table>	Date: 24/06/2008	West Musgrave Project Tenements	Author: CM	Office:	Drawn by:	
Date: 24/06/2008	West Musgrave Project Tenements					
Author: CM						
Office:						
Drawn by:						
Scale: 1:50000	Project: MCA Zone57(2008)					