

EXEMPT from W.A. Stamp Duty

5119 26/7/06

for Commissioner of State Revenue **RATIFICATION DEED**

THIS DEED is made on the 12 day of July 2006

BETWEEN

MURUJUGA ABORIGINAL CORPORATION ("the Corporation")

AND

THE PREMIER, FOR AND ON BEHALF OF THE STATE OF WESTERN AUSTRALIA ("State")

WESTERN AUSTRALIA STAMP DUTY
DEE 26/07/06 15:48 012546627-001
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RECITALS

- A. This Deed is made pursuant to the Burrup and Maitland Industrial Estates Agreement Implementation Deed ('the Burrup Agreement') made on 1 November 2002 between the State of Western Australia, the Western Australian Land Authority and the Contracting Parties.
- B. The Contracting Parties referred to in recital A comprise the respective registered native title claimants of the Ngarluma Yindjibarndi native title claim (Federal Court No. WAG 6017/96), the Yaburara Mardudhunera native title claim (Federal Court No. WAG 127/97) and the Wong-goo-tt-oo native title claim (Federal Court No. WAG 6256/98).
- C. Clause 17.7 of the Burrup Agreement provides that as soon as possible after the Approved Body Corporate is established, the Contracting Parties shall procure the Approved Body Corporate to enter into a deed with the State under which the Approved Body Corporate will have the same rights and obligations as the Contracting Parties under the terms of the Burrup Agreement.
- D. This Deed is the deed contemplated under clause 17.7 of the Burrup Agreement.
- E. Murujuga Aboriginal Corporation ("the Corporation") is to be the Approved Body Corporate for the purposes of the Burrup Agreement.
- F. This Deed also contains provisions relating to certain other matters under the Burrup Agreement and the Burrup and Maitland Industrial Estates Agreement Additional Deed dated 16 January 2003 ("Additional Deed").

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, words and phrases have the same meaning as those defined in the Burrup Agreement.
- 1.2 In this Deed, unless the contrary intention appears:
 - (a) the word person includes a firm, body corporate, statutory corporation, an unincorporated association or an authority and a reference to a gender includes each other gender;
 - (b) the singular includes the plural and vice versa;

- (c) a reference to a person includes a reference to a person's executors, administrators, successors, substitutes (including but not limited to persons taking by novation), transferees and assigns;
- (d) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (e) a reference to any thing is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (f) a reference to a grant of any right or interest includes the exercise of the rights or the discharge of obligations by the parties in respect of such grant.

2. RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THE BURRUP AGREEMENT

2.1 Subject to clause 2.3, on and from the date of this Deed:

- (a) the Corporation agrees to have the same rights, and owe the same obligations, as the Contracting Parties as if references in the Burrup Agreement to the Contracting Parties were references to the Corporation;
- (b) the State shall have the same rights, and owe the same obligations to the Corporation, as if references in the Burrup Agreement to the Contracting Parties were references to the Corporation; and
- (c) the Corporation shall have the rights of, and owe the obligations of, the Approved Body Corporate in accordance with the terms of the Burrup Agreement.

2.2 For the purpose of clause 2.1, the terms of the Burrup Agreement (which are annexed to this Deed) are incorporated by reference into this Deed as if restated in full.

2.3 For the avoidance of doubt, the parties agree that references in clauses 4.3(a), 4.3(b), 4.4(b)(vii)(B), 4.4(b)(viii)(B), 4.4(b)(ix), 8, 9.2, 9.3, 10.2, 11.1, 17.1 to 17.5 (inclusive), 17.7, 21.1, 23.1 and 23.2(a)(ii) of the Burrup Agreement (as incorporated by reference into this Deed) to the Contracting Parties are not, by operation of clause 2.1, to be read as references to the Corporation.

3. AMENDMENT OF RULES OF THE CORPORATION

3.1 The Parties agree that the rules of the Corporation must not be amended in a manner inconsistent with clause 17 of the Burrup Agreement, nor in a manner inconsistent with clause 4 of the Additional Deed, without the prior approval of the State, which approval must not be unreasonably withheld.

3.2 Without prejudice to any other rights and remedies available at law, the parties agree that if the rules of the Corporation are amended in a manner inconsistent with clause 17 of the Burrup Agreement, or in a manner inconsistent with clause 4 of the Additional Deed, then the State may withhold any payments due to be made by it to the Corporation (including overdue payments) in accordance with the terms of the Burrup Agreement (as incorporated by reference into this Deed) until such time as the breach of clause 17 of the Burrup Agreement or of clause 4 of the Additional Deed (as the case may be) is remedied.

4. GENERAL

- 4.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- 4.2 Each party will pay its own legal and other costs and expenses in connection with the preparation and completion of this Deed, except as otherwise agreed. The State must pay all stamp duty (including fines or penalties) payable on or with respect to this Deed.
- 4.3 The Deed is governed by the law in force in the State of Western Australia.
- 4.4 The parties acknowledge that neither the State nor its officers, employees or agents have any obligation or liability whatsoever in connection with the rights and obligations of the Corporation under the Burrup Agreement.
- 4.5 No modification, amendment or other variation of this Deed shall be valid or of any force unless agreed in writing and executed by each party.
- 4.6 This deed may be executed in any number of counterparts, and all counterparts taken together constitute one instrument.

EXECUTED as a Deed.

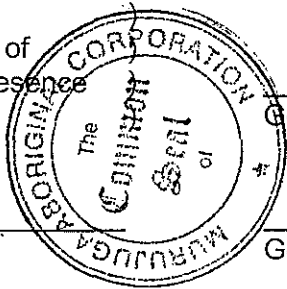
SIGNED by the PREMIER OF WESTERN AUSTRALIA for on behalf of the STATE OF WESTERN AUSTRALIA this 12 day of July 2006 in the presence of:

[Handwritten Signature]
Signature

[Handwritten Signature]
Signature of Witness

RUTH YOUNG
Name of Witness

SIGNED, SEALED AND DELIVERED by MURUJUGA ABORIGINAL CORPORATION this 17 day of June 2006 in the presence of:



[Handwritten Signature]
Governing Committee member

[Handwritten Signature]
Signature of Witness

[Handwritten Signature]
Governing Committee member

JO-ANNE FRANZ
Name of Witness

[Handwritten Signature]
Governing Committee member