

PKKP People Community Ratification Deed Poll

Puutu Kunti Kurrama and Pinikura People Claim
Wide Participation Agreement

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Reference
GSG CEC 09 1432 7494

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PKKP COMMUNITY RATIFICATION DEED POLL

DATE:/...../201

BY:

The individuals who have executed this document.

RECITALS

- A. The Applicants are bound by the PKKP People Claim Wide Agreement.
- B. Each Signatory is a member of the PKKP People.
- C. By this document each Signatory promises to comply with the terms of the PKKP People Claim Wide Participation Agreement.

Each Signatory **UNDERTAKES AND AGREES** as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this document.

PKKP People Claim Wide Participation Agreement means the agreement entitled "Puutu Kunti Kurrama and Pinikura Claim Wide Participation Agreement" between:

- (a) Hamersley Iron Pty Limited ACN 004 558 276;
- (b) Robe River Mining Co Pty Ltd ACN 008 694 246 on its own behalf and as manager of the Robe River Iron Associates Joint Venture; and
- (c) Angelina Cox, Angie Cox, Annabelle Stewart, Arness James, Charleston Cox, Darryl Hughes, Gary Hughes, Harold Ashburton, Lily Mackay, Maudie Dowton, Mitchell Drage and Maurice Daublin individually while members of the Puutu Kunti Kurrama and Pinikura People and for and on behalf those members of the Puutu Kunti Kurrama and Pinikura People who have the capacity to contract as at the commencement date of the agreement,

as amended from time to time.

Signatory means each natural person that has executed this deed poll.

1.2 Terms defined in the PKKP People Claim Wide Participation Agreement

A term (other than a term defined in clause 1.1 of this document) that is defined in the PKKP People Claim Wide Participation Agreement has the same meaning as in the PKKP People Claim Wide Participation Agreement.

1.3 Rules for interpreting this document

The rules for interpreting the PKKP People Claim Wide Participation Agreement set out in clause 1.2 of the PKKP People Claim Wide Participation Agreement apply to this document, except where the context makes it clear that a rule is not intended to apply.

1.4 Inconsistency with the PKKP People Claim Wide Participation Agreement

If this document is inconsistent with the PKKP People Claim Wide Participation Agreement, the PKKP People Claim Wide Participation Agreement prevails to the extent of the inconsistency.

2. COVENANTS GIVEN BY EACH SIGNATORY

Each Signatory promises to RTIO that (without limiting the operation of the PKKP People Claim Wide Participation Agreement) they:

- (a) are a member of the PKKP People;
- (b) authorised the Applicants to enter into the PKKP People Claim Wide Participation Agreement on their behalf; and
- (c) are bound by and will observe, perform and comply with the provisions of the PKKP People Claim Wide Participation Agreement as a member of the PKKP People.

3. VOLUNTARY EXECUTION

Each Signatory acknowledges and agrees that:

- (a) they are aware of:
 - (i) the contents of the PKKP People Claim Wide Participation Agreement; and
 - (ii) how this deed poll interacts with the PKKP People Claim Wide Participation Agreement;
- (b) they have voluntarily executed this deed poll;
- (c) before the execution of this deed poll, they have obtained legal advice; and
- (d) as a result of that legal advice, they understand the nature and effect of this deed poll and the PKKP People Claim Wide Participation Agreement.

4. GOVERNING LAW

- (a) This document is governed by the law in force in Western Australia.
- (b) Each Signatory submits to the non-exclusive jurisdiction of the courts of Western Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with this deed poll.

