

1. Background

- 1.1 You have applied to be included on the register maintained by IBN Corporation Pty Ltd of the IBN Charitable Foundation.
- 1.2 As a IBN Community Member you will be eligible to receive charitable benefits under the IBN Charitable Foundation.
- 1.3 Many of those benefits derive from the Mt Goldsworthy Joint Ventures (“the Joint Venturers”) iron ore project in the East Pilbara known as the Mining Area C (or MAC) Project under the IBN Group Native Title and Compensation Agreement dated 26 May 2001 (“the Compensation Agreement”).
- 1.4 The Compensation Agreement was signed by the applicants under IBN’s native title claim (application no. Federal Court WG 6096/98 (WC96/61) on behalf of the whole Claim Group and by IBN Corporation Pty Ltd (“The Trustee”) as the trustee of the IBN Charitable Foundation.
- 1.5 The members of the IBN Claim Group approved the detailed provisions of, and authorised the applicants to sign, the Compensation Agreement by virtue of the decision-making process that was followed before the Compensation Agreement was signed.
- 1.6 In order to consider your application to become IBN Community Member the Trustee requires you to give this personal undertaking to the Trustee, acknowledging that you agree to comply with the Principal Obligations set out below.
- 1.7 Although this undertaking is personal and separate from your obligations as a member of the IBN Claim Group under the Compensation Agreement, it is intended to reflect the principal obligations of a member of the IBN Claim Group under the Compensation Agreement. However, this undertaking is not intended to affect your obligations under the Compensation Agreement.

2. Principal Obligations

2.1 To consent to grant of Project Titles and allow Joint Venturers to exercise their rights for the term of the Project

You must do all things reasonably required by the Joint Venturers (including signing documents and giving consents) to assist the Joint Venturers (or any other party who has agreed to the terms of the Compensation Agreement) to obtain the Project Titles and to enable the Joint Venturers (or those other parties) to exercise their rights under the Project Titles and to develop and operate the MAC Project. “Project Titles” means the MAC mining lease of approximately 560 sq kms and other kinds of mining titles, interests or authorities that the MAC Joint Venturers have obtained or may in future require for the construction, operation and maintenance of the MAC Project over the IBN Claim Area. These include titles for railway corridors and haul roads between Mining Area C and Marillana Creek (Yandi), a power line corridor between Newman and Marillana Creek (Yandi), and an airfield near Yandi. Some of these Project Titles may also be used in connection with other projects operated by the Joint Venturers. Details of the Project Titles are contained in the Compensation Agreement.

2.2 Not to challenge validity of Project Titles

You must not challenge the validity of any Project Titles in any court, tribunal or other authority in your capacity as a native title claimant or holder.

2.3 Not to object to grant of Project Titles or to hinder the Project

You must not do anything to challenge, oppose, delay or object to, the issue of

any Project Titles or the development and operation of the Project.

2.4 Obligations concerning other native title claims affecting the Project

You must not make or participate in any native title claim (except the IBN Claim) that affects the MAC Project, unless that other claim is authorised in accordance with the procedures of the IBN Claim Group and the registered applicants in that other claim sign a deed agreeing to comply with the Compensation Agreement. If other claims are made affecting the Project (other than the Martu Idja Banyjima Claim and the Nyiyaparli Claim), then you must help the Joint Venturers to try and resolve them.

2.5 Obligations if you become a native title holder over the Claim area

If a court decides you hold native title of all or part of the IBN Claim Area, then you or any prescribed body corporate acting on your behalf must promptly sign all documents and give any consents required to assist the Joint Venturers to obtain the Project Titles and to exercise their rights under them and to develop and operate the MAC Project.

2.6 Not to claim compensation from the Joint Venturers for the Project

You must not make any compensation claims against the Joint Venturers in relation to the Project or the Project Titles. If other compensation claims are made in respect of the MAC Project (other than by Martu Idja Banyjima or the Nyiyaparli Claimants) then you must help the Joint Venturers to try and resolve them.

2.7 To assume obligations under the Compensation Agreement if a registered applicant

If you become a registered applicant in the IBN Claim or in any other native title claim over any part of the IBN Claim Area, you must sign a deed agreeing to be bound by the Compensation Agreement.

3. Deed of Undertaking in Favour of Trustee

3.1 If I am accepted as a IBN Community Member, for the purposes of the IBN Charitable Foundation, I understand that I will be bound by the Principal Obligations set out above.

3.2 I agree that benefits paid to the IBN Charitable Foundation and Approved Trusts under the Compensation Agreement are in full satisfaction of all native title or other compensation to which I might otherwise be entitled in relation to the MAC Project Titles.

3.3 I undertake to comply with and not to act contrary to the Principal Obligations.

3.4 I will immediately sign a deed agreeing to be bound by the Compensation Agreement if I become a registered applicant in the IBN Claim or in any other native title claim over any part of the IBN Claim Area.

3.5 If any of the above undertakings is wholly or partly unenforceable, the remaining undertakings will still remain in effect and will be fully enforceable by the Trustee.

1 Applicant's full name

2 Applicant's signature

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Date / /

3 Witness' full name

Office use only

Date received

Received by

IBN Corporation Pty Ltd
ACN 093 140 240

Returning
this form

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Email: membership@ibngroup.com.au

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