

Schedule 4

TEMPLATE DEED OF ASSUMPTION BY APPLICANT

Name and Address of Mining Licence applicant: _____

(The "Applicant")

RECITALS

- A. The Applicant has applied for a Mining Licence.
- B. The ILUA allows for the grant of Mining Licences on certain conditions including that the Mining Licence is subject to the Land Use Conditions and that the Applicant has made payment of the benefits owing under the ILUA by the date of Execution of this Deed.
- C. The ILUA provides that the Land Use Conditions are enforceable as if they were a contract between the Miner and the Native Title Signatories.
- D. By signing this Deed, the Applicant assumes the rights and obligations of the Miner under the ILUA as if the Applicant were the Miner referred to in the ILUA.

1 INTERPRETATION

Unless otherwise provided, words and expressions used in this Deed have the same meaning as provided for in the ILUA.

2 DEFINITIONS

In this Deed:

Mining Licence means the Mining Licence <insert MLA number or numbers > that is applied for by the Applicant and may be granted and registered by the State pursuant to the MRSDA which Mining Licence is located wholly or partly within the ILUA area, and includes an renewal or variation of the Mining Licence by the State pursuant to the MRSDA or any other applicable laws;

Mining Licence Area means the area the subject of the Mining Licence, a map of which is attached to this Deed;

<Note: the Applicant should provide maps of any Mining Licence to the Native Title Signatories>

ILUA means the indigenous land use agreement between the Native Title Signatories, on their own behalf and on behalf of the native Title Group and PMAV signed on [insert date];

3 APPLICATION FOR GRANT OF MINING LICENCE

- 3.1 The Applicant has applied for the grant of the Mining Licence within the ILUA area.
- 3.2 By signing this Deed, in relation to the Mining Licence, the Applicant:
 - 3.2.1 assumes the rights and obligations of the Miner under the ILUA as if the Applicant were the Miner referred to in the ILUA; and
 - 3.2.2 acknowledges that the ILUA is enforceable as between the Native Title signatories and the Applicant as if the Applicant were the Miner referred to in the ILUA; and
 - 3.2.3 Warrants that the Applicant has provided in full the benefits referred to in item 1.1.1 to Schedule 2 of the ILUA to the Native Title Signatories; and
 - 3.2.4 acknowledges that it is legally bound by the ILUA as if it were a contract between the native Title Signatories and the Applicant.

4 TERM OF DEED AND EFFECT OF WITHDRAWAL OR DISMISSAL OF NATIVE TITLE DETERMINATION

- 4.1 The Applicant agrees that it is bound by this Deed for the term of the Mining Licence.
- 4.2 The Applicant for a new Mining Licence, that is applied for after the withdrawal or dismissal of the native title determination applications, is not obliged to sign a Deed that relates to the new Mining Licence.

5 INDEPENDENT LEGAL ADVICE

- 5.1 The Applicant acknowledges that he or she has had an opportunity to seek independent legal advice with respect to all aspects of this Deed and the ILUA.

6 NOTICES

- 6.1 For the purposes of clause 30 and Schedule 6 of the ILUA, the address for service of the Applicant is
 - Name:
 - Contact:
 - Address:
 - Telephone number:
 - Facsimile number:
- 6.2 Immediately upon signing this Deed, the Applicant shall provide a signed copy of the Deed, with a copy of any Mining Licence application and map and a copy of the licence confirmation letter acknowledging receipt of payments referred to in clause 3.2.3 of this Deed to the following:
 - 6.2.1 The Native Title Signatories;
 - 6.2.2 PMAV;
 - 6.2.3 NTSV; and
 - 6.2.4 The State

Executed by the Applicant as a Deed this _____ day of _____ 20

Attachment 1: Sealing Clauses

<Note: the correct form of sealing clause for a corporate Applicant in accordance with section 127 of the *Corporations Act 2001* (Cth) is set out in options 1-7 below. For an individual, option 8 should be used. The type of corporate sealing clause to use will depend on the constitution of the relevant company, and who is proposing to sign the Deed – eg power of attorney, sole director or signed under seal etc.

<Note: the Applicant is advised to seek legal advice on this matter>

Option 1

<Note: to be used if a company has a common seal and 2 directors who are present to witness the execution of the Agreement (s127(2)(a) Corporations Act 2001 (Cth)).>

The common seal of <[insert company name])
(ACN)> was affixed in accordance with)
its constitution in the presence of <.....> and)
<.....> <insert directors' names>:)

.....
(Signature of director)

.....
(Signature of director)

.....
(Full name in print)

.....
(Full name in print)

Date:/...../.....

Date:/...../.....

Option 2

<Note: to be used if a company has a common seal and a director and a company secretary who are present to witness the execution of the Agreement (s127(2)(b) Corporations Act 2001 (Cth)).>

The common seal of <[insert company name])
(ACN)> was affixed in accordance with)
its constitution in the presence of <.....> and)
<.....> <insert name of director and)
company secretary>:)

.....
(Signature of company secretary)

.....
(Signature of director)

.....
(Full name in print)

.....
(Full name in print)

Date:/...../.....

Date:/...../.....

Option 3

<Note: to be used if a proprietary company has a common seal, and a sole director who is also the sole company secretary (s127(2)(c) Corporations Act 2001 (Cth)).>

The common seal of **<[insert company name]**)
(ACN)> was affixed in accordance with)
its constitution in the presence of **<.....>**)
<insert name of director >:)

.....
(Signature of sole director/secretary)

.....
(Full name in print)

Date:/...../.....

Option 4

<**Note:** to be used if the company does not want to affix its common seal (or does not have one) and 2 directors are present to execute the Agreement (s127(1)(a) Corporations Act 2001 (Cth)).>

Executed by <[insert company name])
(ACN)> in accordance with section)
127(1)(a) of the *Corporations Act 2001 (Cth)* in)
the presence of <.....> and <.....> <insert)
directors' names>:)

.....
(Signature of director)

.....
(Signature of director)

.....
(Full name in print)

.....
(Full name in print)

Date:/...../.....

Date:/...../.....

Option 5

<**Note:** to be used if the company does not want to affix its common seal (or does not have one), and a director and company secretary are present to witness the execution of the Agreement (s127(1)(b) Corporations Act 2001 (Cth)).>

Executed by <[insert company name])
(ACN)> in accordance with section)
127(1)(b) of the Corporations Act 2001 (Cth) in)
the presence of <.....> and <.....> <insert)
name of director and company secretary>:)

.....
(Signature of company secretary)

.....
(Signature of director)

.....
(Full name in print)

.....
(Full name in print)

Date:/...../.....

Date:/...../.....

Option 6

<Note: *to be used if a proprietary company does not want to affix its common seal (or does not have one), and the company has a sole director who is also the sole company secretary (s127(1)(c) Corporations Act 2001 (Cth)).>*

Executed by **<[insert company name]**)
(ACN) in accordance with section)
127(1)(c) of the *Corporations Act 2001 (Cth)* in)
the presence of **<.....> <insert name of**)
director>:)

.....
(Signature of sole director/secretary)

.....
(Full name in print)

Date:/...../.....

Option 7

<Note: to be used if the Agreement is to be executed by a person to whom the company has granted a power of attorney to execute this class of document. [NB. the person executing the document must provide a copy of the relevant power of attorney.]>

Executed by <[insert company name])
(ACN)> by its attorney <insert)
attorney's name> pursuant to a power of)
attorney dated <.....> who certifies)
that at the date of signing he/she has not)
received a notice of revocation by the grantor,)
in the presence of <insert name of witness>:)

.....
(Signature of witness)

.....
(Signature of attorney)

.....
(Name of witness in print)

.....
(Attorney's position within company/Occupation)

Date:/...../.....

.....
(Full name in print)

Date:/...../.....

Option 8

<**Note:** to be used when an individual executes the Agreement.>

Signed by <insert name of individual> in the)
presence of:)

.....
(Signature of Witness)

.....
(Signature)

.....
(Print full name & address of Witness)

.....
(Full name in print)

.....

Date:/...../.....

.....

.....

.....
(Occupation of Witness)

Date:/...../.....