

## **SCHEDULE 9 - TERMS RELATING TO MINING AGREEMENTS LISTED IN SCHEDULE 8 AND ANY OUTSTANDING NEGOTIATION PROCESSES**

### **BACKGROUND**

- A. The making of this determination acknowledges native title rights in, what have been to date, the claim areas of three separate native title claimant groups.
- B. Some of those groups have individually entered into Existing Agreements registered or registrable under Part 9B of the *Mining Act* with miners relating to exploration and/or production activities in tenements wholly or partially within the determination area.
- C. The effect of this joint determination, combined with section 63R of the *Mining Act* would be that each of those agreements (to the extent that they relate to the area of this determination) expires two years after the making of this determination.
- D. In order to preserve the rights of the parties under the existing agreements and to substitute the PBC for the former native title party or parties to each agreement, the parties have agreed to novate each of the agreements described in *Schedule 8* (to the extent that they relate to the Joint CD Area) on the same terms as they originally contained, save for the amendments set out in the relevant table set out below, such novation to take effect from the registration of the RNTBC by the NNTT.
- E. To the extent that an agreement described in *Schedule 8* does not relate to the Joint CD Area, that agreement is, in respect of areas outside the Joint CD Area, to continue on its current terms.
- F. Subject to specific exemptions identified in the tables below, the intention of all the parties is that:
  - a. All previous actions, agreements or survey clearances by any relevant separate claimant group or miner, done in accordance with the existing agreements is valid and may continue to be relied upon;
  - b. The RNTBC will, from the date of its registration, be substituted for the Retiring Party in each agreement;
  - c. Any notices which are to be given, or payments which are to be made and which were previously to be given or made to a native title claimant group or an associated entity of that claimant group are from the date of registration of the RNTBC to be made to the RNTBC.
- G. The Parties acknowledge that notification has been given pursuant to section 63R(3) of the *Mining Act*, initiating negotiations that have resulted in this agreement. The

novated agreements are intended by the parties to form fresh agreements for the purposes of section 63R of the *Mining Act* and to be registered under Part 9B.

- H. In the course of the negotiation of an agreement to the terms of this Schedule 9, each of the Adnyamathanha, Ngadjuri and Wilyakali applicant parties has represented to the State and to the Continuing Parties that the effect of the Determination will not be to increase the burdens on the Continuing Parties or other interest holders and third parties (including future interest holders and third parties) in the Determination area by reason of the fact that the native title holding group is a combination of three groups and, for this reason, there will be a single Registered Native Title Body Corporate with single processes for future acts or Aboriginal heritage purposes.

## **AGREED TERMS**

1. The Background clauses are correct and form a part of this agreement.

## **2. DEFINITIONS**

In this Determination (including the Background):

- 2.1 “**Continuing Party**” means the body or bodies named in the “Mining Party (Continuing Party)” column of *Schedule 8* of this Determination, that is a party to an Existing Agreement (whether as an original signatory or as an assignee or successor to the rights in that agreement);
- 2.2 “**Existing Agreement**” means an agreement, as in force immediately prior to the date of this Determination, described in each row of the table in *Schedule 8* of this Determination, between the Retiring Party and Continuing Party named in the applicable row;
- 2.3 “**Joint CD Area**” means the area over which native title is recognised by this Determination;
- 2.4 “**New Agreement**” means an agreement that has been novated under this *Schedule 9*;
- 2.5 “**NTMA**” means a Native Title Mining Agreement registered under Part 9B of the *Mining Act*;
- 2.6 “**Parties**” means each relevant Continuing Party, each relevant Retiring Party and the PBC;

- 2.7 “**Recitals**” in relation to an Existing Agreement means the recitals or background in that agreement which describe the background to the making of that agreement, howsoever they are labelled;
- 2.8 “**Registration date**” means the date on which the Ngadjuri Adnyamathanha Wilyakali Native Title Aboriginal Corporation is registered by the National Native Title Registrar as the registered native title body corporate in accordance with order 16;
- 2.9 “**Retiring Party**” means a person and/or body named in the “Native Title Party (Retiring Party)” column of *Schedule 8* of this Determination, that is a party to an Existing Agreement; and
- 2.10 “**PBC**” means the Ngadjuri Adnyamathanha Wilyakali Native Title Aboriginal Corporation (“RNTBC”) appointed under Order 16 of this Determination as agent for the native title holders, or any successor body;
- 2.11 “**Tables**” means Tables 1 and 2 forming part of this *Schedule 9*.

### 3. INTERPRETATION

In this Agreement (including the Background but not the Tables), unless a contrary intention is evident:

- 3.1 A word importing:
  - 3.1.1 the singular includes the plural;
  - 3.1.2 the plural includes the singular; and
  - 3.1.3 a gender includes every other gender;
- 3.2 Words denoting individuals include corporations, unincorporated associations, partnerships, trusts and joint ventures;
- 3.3 A reference to a party includes that party’s administrators, successors and permitted assigns;
- 3.4 Where a word or phrase is given a defined meaning, any other part of speech or grammatical form in respect of that word or phrase has a corresponding meaning;
- 3.5 A reference to two or more persons is a reference to those persons jointly and severally;
- 3.6 A reference to a clause or table is a reference to a clause of, or a table to, this Agreement;
- 3.7 A reference to a clause number includes a reference to all of its subclauses;
- 3.8 The clause headings are for convenience only and they do not form part of this Agreement; and

- 3.9 No term or condition of this Agreement will be construed adversely to a Party solely on the ground that the Party was responsible for the preparation of this agreement or that provision.
- 3.10 Where general words are associated with specific words which define a class, the general words are not limited by reference to that class.

#### 4. **NOVATION**

- 4.1 Each Retiring Party and each Continuing Party are parties to an Existing Agreement.
- 4.2 All the following terms apply only to those parts of the Existing Agreements that relate to an area within the Joint CD Area. If an Existing Agreement also relates to areas outside the Joint CD Area, the Existing Agreement continues in its existing form with regard to that area.
- 4.3 Each Continuing Party and each Retiring Party agrees to novate each Existing Agreement to which they are a party in accordance with the terms and conditions of this *Schedule 9*.
- 4.4 In each case of novation pursuant to clause 4.3, a New Agreement is substituted for the Existing Agreement on the same terms and conditions as the Existing Agreement except:
- 4.4.1 the Retiring Party ceases to be a party from the Registration date;
  - 4.4.2 the PBC becomes a party in place of the Retiring Party from the Registration date; and
  - 4.4.3 the New Agreement only covers those areas within the Joint CD Area.
- 4.5 The PBC agrees to the novation pursuant to clause 4.3 and undertakes pursuant to these Orders to perform the obligations of the Retiring Party under each Existing Agreement.
- 4.6 The PBC and each Retiring Party agree that the obligations of the Continuing Party under each Existing Agreement of which they are or have been a party, have been complied with.
- 4.7 Where a Continuing Party is party to more than one Existing Agreement with more than one claimant group in relation to the same type of activities in the same area, only the earliest registered under Part 9B of the *Mining Act* will be novated, with the parties agreeing that the other Existing Agreement is terminated from the Registration Date.
- 4.8 To the extent that a Continuing Party:

- 4.8.1 is a party to these proceedings, the consent of that party (or that party's solicitor) to these consent Orders constitutes agreement by that party to the novation of the Existing Agreement to which it is a party; or
- 4.8.2 is not a party to these proceedings the provision by that party or its solicitors of a signed notice to the PBC consenting to the novation of the Existing Agreement and acknowledging the terms of the New Agreement as amended by this Schedule 9 constitutes agreement by that party to the novation of the Existing Agreement to which it is a party.

**5. RELEASE OF RETIRING PARTY AND OBLIGATIONS OF NEW PARTY**

- 5.1 The PBC (as agent for the native title holders in the Joint CD Area) agrees that all obligations under the Existing Agreements have been complied with and that any mining or Aboriginal heritage authorisation or clearance by the Retiring Party under an Existing Agreement binds the PBC.
- 5.2 Each Continuing Party releases and discharges each relevant Retiring Party on and from the Registration Date from:
  - 5.2.1 its future obligations under each Existing Agreement to which both are a party; and
  - 5.2.2 any claims arising from prior breach of an Existing Agreement to which both are a party.
- 5.3 Each Retiring Party releases and discharges each relevant Continuing Party on and from the Registration date from:
  - 5.3.1 its future obligations under each Existing Agreement to which both are a party; and
  - 5.3.2 any claims arising from prior breach of an Existing Agreement to which both are a party.
- 5.4 The PBC:
  - 5.4.1 on and from the Registration date and subject to the terms of this Determination, must comply with each Existing Agreement (as amended under this Schedule 9) and obtains the rights of the Retiring Party under or in respect of each Existing Agreement; and
  - 5.4.2 assumes the obligations and the liabilities of the Retiring Party under each New Agreement arising after the Registration Date.

**6. AMENDMENTS TO THE EXISTING AGREEMENTS**

- 6.1 Save as otherwise provided for in the Tables, the Recitals of each Existing Agreement were true at the date of each agreement and remain on that basis.

A new recital is added to each agreement novated under this *Schedule 9* as follows:

"Since this agreement was originally executed, there has been a determination of native title by the Federal Court of Australia, recognising rights and interests in the areas formerly known as Areas C and F of the Adnyamathanha Peoples Proceeding in a combined group consisting of the former Adnyamathanha (SAD 6001/98), Ngadjuri Nation (SAD147/10) and Wilyakali No.2 (SAD 417/15) claimant groups. To the extent that it relates to the Determination Area, this agreement has been novated, as of the date of the registration of the Registered Native Title Body Corporate in relation to that native title (PBC), in accordance with Schedule 9 to the Determination."

- 6.2 Save where otherwise specifically prescribed in Tables, the following amendments and substitutions are made in all agreements listed in *Schedule 8*, but with the original clause numbering retained:
- 6.2.1 Wherever "Association", "Named Applicants", "Claimants", "Claimants through ATLA", "Claimants or ATLA" or "Claimants and ATLA" or "native title claimants" appears, replace with "PBC"
  - 6.2.2 Wherever "ATLA", "ATLA and the Claimants" "ATLA or the Claimants", "ATLA on behalf of the Claimants" or "a Named Applicant" appear, replace with "the PBC";
  - 6.2.3 Wherever "Adnyamathanha Traditional Lands Association" appears replace with "Ngadjuri Adnyamathanha Wilyakali Native Title Aboriginal Corporation RNTBC ("PBC")" on the first occasion and "PBC" thereafter;
  - 6.2.4 Grammatical changes to verbs and personal pronouns consequential upon changes made in 6.2.1, 6.2.2 and 6.2.3 above be made where necessary; and
  - 6.2.5 Wherever "CD Land" appears, replace with "Adnyamathanha CD Land".
- 6.3 For the avoidance of doubt, to the extent that the area covered by the Existing Agreement falls:
- 6.3.1 within the Joint CD Area, the New Agreement shall come into force as between the Continuing Party and the PBC, on and from the Registration Date, in accordance with the terms of the Existing Agreement, as amended by this *Schedule 9*;
  - 6.3.2 outside the Joint CD Area, the Existing Agreement continues in full force and effect as between the original parties thereto.
- 6.4 At any time after the Registration Date, any Party (including any Continuing Party) may request by notice in writing to the other Party that the parties to a

New Agreement (**Amendment Parties**) enter into a deed by which the Amendment Parties agree to:

6.4.1 remove obsolete references from the Existing Agreement; and/or

6.4.2 otherwise rectify any anomalies or ambiguities;

caused by the amendments effected under this *Schedule 9* on the premise that no such variation is ordinarily intended to increase the financial burden on the Continuing Party or extend obligations of either Amendment Party beyond those originally contemplated by the Existing Agreement; and/or

6.4.3 effect a restatement of the Existing Agreement to incorporate in written form, amendments made pursuant to this *Schedule 9* (including any variation agreed under paragraph 6.4.1 or 6.4.2 of this *Schedule 9* (if applicable)).

6.5 Each Amendment Party shall bear their own costs incurred by an amendment under paragraph 6.4.

6.6 If the Amendment Parties are unable to agree any necessary variation (under paragraphs 6.4.1 or 6.4.2), or any desired restatement (under paragraph 6.4.3), within 4 months after issue of a notice under paragraph 6.4, either Amendment Party has liberty to apply under Order 19.

## 7. **AGREEMENT AS TO OUTSTANDING RIGHT-TO-NEGOTIATE NOTICES**

7.1 Where notices instigating Right to Negotiate processes have been validly served (whether under State or Commonwealth legislation) (**RTN Notice**) by any person at the Registration date, it is hereby agreed in favour of that person (and whether or not that person is a party to this proceeding or to this *Schedule 9*) that those notices should be treated as validly served on the PBC, which will be treated as the sole native title party for the purpose of the associated right to negotiate negotiations

## 8. **OTHER**

8.1 Each party (including the Retiring Parties) agrees to take such steps and to do such things reasonably required of it to give effect to the novations intended by this *Schedule 9*.

## 9. **ACKNOWLEDGEMENTS BY THE STATE**

9.1 The State acknowledges and agrees that each New Agreement shall, on and from the Registration Date constitute:

9.1.1 an agreement for the purposes of Part 9B of the *Mining Act*,

9.1.2 compliance by the Continuing Party with any and all obligations under s  
63R of the *Mining Act*

and agrees to take such steps as may be necessary on its part, at no cost to a  
Continuing Party, to amend the register of NTMAs maintained by the State  
under the *Mining Act* accordingly or to otherwise acknowledge compliance by  
each Continuing Party with the provisions of s 63R.



In the following Tables, (except as otherwise specifically defined within the body of a Table), where any of the below defined terms is inserted in the New Text column, that term has the following meaning:

**West Area, Central Area and East Area** have the meanings given to each expression in this Consent Determination.

**Joint CD Area** means the area over which native title is recognised by the Determination

**Native Title Holders** means, to the extent that it relates to the Central Area the Adnyamathanha, Ngadjuri and Wilyakali native title holders, to the extent that it relates to the West Area the Adnyamathanha and the Ngadjuri native title holders, and to the extent that it relates to the East Area the Adnyamathanha and Wilyakali native title holders, as recognised in the Determination.

**TABLE 1 - Amendments to Novated Production Mining Agreements**

Clause	Delete Existing Text	Insert New Text
<b>1. Boss Honeymoon Agreement (RI 37)</b>		
Wherever appearing	Delete "Applicants and Association"	Insert "the PBC"
1.12	Delete definition of "Adnyamathanha Trust"	<p>Insert the following new definitions in alphabetical order:-</p> <p><b>"Adnyamathanha Trust"</b> means such charitable trust as may be notified from time to time by the PBC to the Company as being entitled to hold payments to be made or issued under this Agreement, on trust for the benefit of the Adnyamathanha people, and pending notification by the PBC, shall continue to be the existing Adnyamathanha Traditional Lands Trust, provided that the Trustee shall be entitled to be reimbursed out of the trust fund all reasonable costs and expenses of establishing, maintaining and operating such trust fund"</p> <p><b>"PBC"</b> means the registered native title body corporate prescribed for the purposes of the Native Title Act which holds, or is to hold, native title rights and interests as agent for the Native Title Holders in respect of the Joint CD Area and which is, or is intended to become, a Party to this Agreement as and from the Effective Date;</p> <p><b>"Wilyakali Trust"</b> means such charitable trust as may be notified from time to time by the PBC to the Company as being entitled to hold payments to be made or issued under this Agreement, on trust for the benefit of the Wilyakali people, provided that the Trustee shall be entitled to be reimbursed out of the trust fund all reasonable costs and expenses of establishing, maintaining and operating such trust fund"</p>

Clause	Delete Existing Text	Insert New Text
6.4(a)		After "Adnyamathanha" insert "and Wilyakali" (twice appearing)
6.7	Delete "Adnyamathanha people"	Insert "the native title holders"
9.2(a) (i)	Delete all	Insert "no longer relevant"
9.2(a) (ii)	Delete all	Insert "Four (4) representatives of the PBC, being two (2) chosen on behalf of the Adnyamathanha native title holders and two (2) chosen on behalf of the Wilyakali native title holders"
9.4	Delete "all Adnyamathanha members of the Advisory Committee or contact the Association"	Insert "the PBC"
10.1 chapeau	Delete "and administering payments and other economic benefits"	After "establish" insert "or support the establishment of each of"  After "trust" insert "and the Wilyakali Trust, and notify the Company thereof;"  After "benefits" insert "payments in accordance with clause 11.3 of this Agreement"  After "people" insert "and the Wilyakali people respectively"  Before "Fund" insert "each a"  Delete "which"
10.1(a)	Delete "appointed by the Association"  Delete "the" (second appearing)	Insert "of the Adnyamathanha Trust"  Insert "its"  After "people" insert "and the trustees of the Wilyakali Trust will administer its Fund for and on behalf of the Wilyakali people"
10.1(b)	Delete "the" (second appearing)	After "Trustees" insert "of each Trust"  Insert "their"
10.2(b)		After "Adnyamathanha people" insert "or Wilyakali people (as the case may be)"

Clause	Delete Existing Text	Insert New Text
10.2(d)		After "Adnyamathanha people" insert "or Wilyakali people (as the case may be)" (twice appearing)
10.2(e)		Before "Trustees" insert "respective"
11.1	Delete all	Insert "No longer relevant"
11.2(a)	Delete "Fund for the applicants"	Insert "PBC for the PBC's"
11.2(b)	After "advance" delete all	
11.3(a)		Before "payments" insert "equal" After "Trust" insert "and the Wilyakali Trust"
11.3(d)		Before "percentage" insert "total" After "1.50%" insert ", 0.75% to the Adnyamathanha Trust and 0.75% to the Wilyakali Trust"
11.4 (c)	Delete "Applicants"	Insert "native title holders"
11.5	Delete All	Insert "No longer relevant"
15	Delete All	Insert "No longer relevant"
16	Delete All	Insert "No longer relevant"
17	Delete All	Insert "No longer relevant"
19.7	Delete "by the Applicants and facilitated by the Association"  Delete "neither the Applicants or the Association "	Insert "on behalf of the Applicants as defined in the novated agreement or the PBC"  Insert "neither the PBC nor the native title holders"
21.3	Delete "or of the Association"	
22.1		After "substantially" Insert "in"
23.2	Delete "Applicants and to the Association"	Insert "PBC and the native title holders"
26.1(f)	Delete "Adnyamathanha people"	Insert "native title holders"
27	Wherever appearing delete "Association"	Insert "recipient"
<b>2. Exco White Dam/Vertigo Agreement (RI 70, as amended)</b>		
Preamble		Before " <b>Background</b> " insert: <b>"Preamble"</b> "This restatement is intended to assist the parties in understanding the current terms of agreement between them. The Principal Agreement was entered into between predecessors of the current Joint Venturers and of the Native Title Holders on 7 August 2006. It has been amended by deed of variation ( <b>Deed</b> ) dated 28 July 2011 ( <b>Start Date</b> ) pursuant to which, inter alia, an additional mining lease was incorporated within the terms of the Amended Agreement

Clause	Delete Existing Text	Insert New Text
		<p>and a restatement of the Principal Agreement was appended to the Deed.</p> <p>The Deed includes transitional provisions stating that:</p> <p>“(a) The terms as set out in the Principal Agreement (prior to its amendment by this Deed) shall apply to and be used to govern the rights and obligations of, and be binding upon the Parties prior to the Start Date;</p> <p>(b) A matter act or thing validly done under the Principal Agreement prior to the Start Date shall be treated as a matter act or thing validly done under the Amended Agreement and in particular:</p> <p style="padding-left: 40px;">(i) A Clearance or Report given under the Principal Agreement prior to the Start Date shall constitute a Clearance or Report (as the case may be) given under clause 4.1 of the Amended Agreement and be binding between the Parties in accordance with its terms;</p> <p style="padding-left: 40px;">(ii) A payment made under the Principal Agreement prior to the Start Date shall constitute a payment for the purposes of the corresponding provision of the Amended Agreement whether made before or after the Start Date;”</p> <p>This further restatement of the Principal Agreement, incorporates amendments to be made as a result of the consent determination described in recital D (CD).”</p>
Recital A	Delete “(Mineral Claim”	<p>After “6275 and” insert “Mining Lease 6395 (formerly”</p> <p>After “(formerly Mineral Claim 4193)” insert “(“<b>Mining Leases</b>”)”</p>
Recital B	Delete all	Insert “no longer relevant”
Recital C	Delete “New Production Tenement”	Insert “Land”
Recital D	Delete all	<p>Insert “a consent determination of native title by the Federal Court (CD) is to be made in favour of Adnyamathanha People and Wilyakali people jointly in respect of that portion of:</p> <p>(i) the Adnyamathanha Native Title Claim being Claim No SC99/1 now referred to the Federal Court as Amended Application SAD6001/98 (“<b>Adnyamathanha Claim</b>”); and</p> <p>(ii) the Wilyakali Native Title Claim #2 being Claim No SC2015/003 which became registered on 2 February 2016 and now</p>

Clause	Delete Existing Text	Insert New Text
		referred to the Federal Court as SAD417/ 2015 ("Wilyakali Claim"), which overlap the East Area and native title rights and interests in respect of the East Area are to be held by the Native Title Holders. The PBC will act as their agent registered native title body corporate."
Recital E	Delete "Claim"	Insert "East Area"
Recital F	Delete all from "Lease"	Insert "Leases"
Recital G	Delete all	Insert "no longer relevant"
Recital H	Wherever appearing delete "Claimants"	Insert "Native Title Holders"
Recital I	Delete "and Further Mining Operations"	
Recital J	Delete all	Insert "no longer relevant"
2.1	Delete "Lease, the New Production Tenement"	Insert "Leases"
4.2	Delete "Claimants"	Insert "Native Title Holders"
	Delete "Adnyamathanha people"	Insert "Native Title Holders"
4.3	Delete "Claimants"	Insert "Native Title Holders"
		After "Adnyamathanha" insert "and/or Wilyakali" (twice appearing)
4.6	Delete "Claimants and/or Adnyamathanha People"	Insert "Native Title Holders"
	Wherever otherwise appearing delete "Claimants"	Insert "Native Title Holders"
5.1	Delete "Claimants"	Insert "Native Title Holders"
5.3	Delete all	Insert "No longer relevant"
5.4		After "comply insert "and shall procure compliance by the Native Title Holders"
7.1(c)	Delete "Claimants"	Insert "Native Title Holders"
7.2	Delete "Adnyamathanha"	Insert "PBC"
7.3	Delete "3"	Insert "4 (2 Wilyakali Native Title Holders and 2 Adnyamathanha Native Title Holders)"
	Delete "of the Named Applicants"	Insert "PBC member, who is a Native Title Holder"
	Delete all from "Attendance by a nominee"	
7.4	Delete "Claimants"	Insert "PBC representatives"
9.1	Delete "to the Adnyamathanha Trust"	Insert "to the PBC"
9.4	Delete "The Payment to the Adnyamathanha Trust"	Insert "Payment of the Compensation Payment"
10	Delete all	Insert "No longer relevant"
11.1	Delete "Claimants" (first and second appearing)	Insert "Native Title Holders"
13.1	Delete all	Insert "The Parties acknowledge that, prior to the Effective Date, Mining Operations have

Clause	Delete Existing Text	Insert New Text
		been carried out in respect of the Agreement Area pursuant to a native title mining agreement duly registered under Part 9B of the Mining Act."
13.2	Delete all	Insert "The Parties agree that this Agreement is intended to be, and shall comprise, a fresh agreement for the purposes of s63R of the Mining Act and to the extent that further action, deed or thing is required on the part of any Party in order to obtain registration (or continued registration) of the terms of this Agreement as a native title mining agreement under Part 9B of the Mining Act, each Party agrees promptly to undertake such further action, deed or thing"
13.3	Delete "Claimants" (second and third appearing)	Insert "Native Title Holders"
14.4	Delete "Claim"	Insert "East Area"
19.1	Delete "Claimants" (second appearing)	Insert "Native Title Holders"
19.2 Chapeau	Delete "Claimant"	Insert "Native Title Holder"
19.3(i)	Delete "Lease"	Insert "Leases"
19.5	Delete "Claimants" (second appearing)	Insert "Native Title Holders"
20.2	Delete all	Insert "For the PBC SANTS Attention: Senior Legal Officer for NAWNTAC 345 King William St Adelaide 5000 Tel: 1800 010 360"
24	In the definition of "Land", delete "Lease and the Mineral Claim"  Delete definitions of: "ATLA"	Insert "Leases"  The following new definitions to be inserted in alphabetical order:  "CD" means a determination of native title rights and interest, by consent in Federal Court proceedings Adnyamathanha No. 1 C&F (SAD6001/98), Ngadjuri (SAD147/10) & Wilyakali SAD417/15" <b>1.1 "East Area" means the area defined in recital H;</b>  "Effective Date" means the date on which this Agreement comes into effect in accordance with the terms of the CD and any deed entered into as a consequence of the CD;

Clause	Delete Existing Text	Insert New Text
		<p><b>“Exploration Licences”</b> means the exploration licences that are specified in Schedule 1 of the Work Area Clearance Agreement and includes any replacement or conversion of, or any substituted title or titles for, and each renewal or extension of each such exploration licence;</p> <p><b>“Joint Venturers”</b> means Exco and Polymetals and their respective successors and permitted assigns;</p> <p><b>“Native Title Holders”</b> means those persons determined to be holders of native title rights and interest in respect of the East Area upon making of the CD;</p> <p><b>“PBC”</b> means the registered native title body corporate prescribed for the purposes of the Native Title Act which holds, or is to hold, native title rights and interests as agent for the Native Title Holders in respect of the Joint CD Area and which is, or is intended to become, a Party to this Agreement as and from the Effective Date;</p> <p><b>“Principal Agreement”</b> means the document being the Native Title Mining Agreement entered into between Bimba Mining Limited (ACN 105 161 564) (now known as Exco), the Adnyamathanha people and the Adnyamathanha Traditional Lands Association dated 7 August 2006 and includes all schedules and annexures thereto.</p> <p><b>“Production Tenements”</b> means mining lease ML6275, ML 6395 and miscellaneous purposes licences MPL95, MPL105, MPL106 and MPL107 and includes any replacement or conversion of, or any substituted title or titles for, and each renewal or extension of each such tenement;</p> <p><b>“Tenements”</b> means the Exploration Licences and the Production Tenements and any new miscellaneous purpose licences granted in respect of additional infrastructure within the Potential Infrastructure Area.</p> <p><b>“Start Date”</b> means 28 July 2011 being the date on which the Amended Agreement was executed by the original parties to it.”</p>

Clause	Delete Existing Text	Insert New Text
Annexure A Heading	Delete "Mineral Claim 4193"	Insert "Mining Lease 6395"
<b>3. Portia Agreement – (RI 148, as amended)</b>		
Parties	Delete All	Insert "BENAGERIE GOLD & COPPER PTY LTD ACN 121 124 427) whose address is 18 Kanandah Road, Broken Hill NSW 2880 <b>(Company)</b>  CONSOLIDATED MINING & CIVIL PTY LTD ACN 094 428 109 whose address is 18 Kanandah Road, Broken Hill, NSW 2880 <b>(CMC)</b>  The PBC as agent for the Native Title Holders <b>(PBC)</b> "
Recital A	Delete All	Insert "The Company has, since 11 July 2018, been a wholly owned subsidiary of CMC. Prior to 11 July 2018, the Company was a wholly owned subsidiary of Havilah Resources Limited <b>(Havilah)</b> ."
Recital B	Delete All	Insert "The Company is the holder of Mining Lease number 6346 as identified on the site map attached as Annexure A <b>(ML)</b> ;"
Recital C	Delete All	Insert "In or about September 2018, Havilah and the Company entered into a Deed of Assignment and Assumption pursuant to clause 14.1 of the Agreement, pursuant to which: a) the Company assigned to Havilah, and Havilah assumed, its rights, interests and obligations under the Agreement in respect of all land the subject of the Agreement, other than the ML (the <b>Remaining Land</b> ); and b) Havilah assigned to CMC, and CMC assumed, its guarantee obligations under the Agreement."
Recital D	Delete "Current Applications granted" once	Insert "ML"
Recital E(a)	Delete "the Mineral Claim number 3669"	Insert "a portion of the area of the ML"
Recital E(b)	Delete All	Insert "in respect of the balance of the area of the ML on 19 December 2007"
Recital E(c)	Delete All	Insert "no longer relevant"
Recital F	Delete "and possibly within the Extended Agreement Area"	
Recital H	Delete All	Insert "A consent determination of native title by the Federal Court (CD) is to be made in favour of Adnyamathanha People and



Clause	Delete Existing Text	Insert New Text
		<p>Wilyakali people jointly in respect of that portion of:</p> <p>(i) the Adnyamathanha Native Title Claim being Claim No SC99/1 now referred to the Federal Court as Amended Application SAD6001/98 ("<b>Adnyamathanha Claim</b>"); and</p> <p>(ii) the Wilyakali Native Title Claim #2 being Claim No SC2015/003 which became registered on 2 February 2016 and now referred to the Federal Court as SAD417/ 2015 ("<b>Wilyakali Claim</b>"), which overlap the East Area and native title rights and interests in respect of the East Area are to be held by the Native Title Holders. The PBC will act as their agent registered native title body corporate."</p>
Recital I	<p>Delete "on their part"</p> <p>Delete "Claimants and are"</p> <p>Delete "Claimants"</p>	<p>Insert "Native Title Holders and is"</p> <p>Insert "Native Title Holders"</p>
Recital I.1		<p>Insert "As a result of the assignment and assumption referred to at Recital C, each of Havilah and Benagerie have agreed to enter into separate agreements with the PBC so as to deal with the land the subject of the ML and the Remaining Land in separate and distinct agreements."</p>
Recital J	<p>Delete "Claim ("Claim Area")"</p> <p>Delete "Tenements and the MPLs"</p>	<p>Insert "East Area"</p> <p>Insert "Tenements"</p>
Recital K	Delete All	Insert "no longer relevant"
Recital L	Delete All	Insert "no longer relevant"
Recital M (a)	<p>Delete "Claimants"</p> <p>Delete all in parentheses</p>	Insert "Native Title Holders"
Recital M (b)	<p>Delete "Claimants"</p> <p>Delete "an equity interest in Havilah and other benefits"</p>	Insert "Native Title Holders"
Recital M (c)	Delete All	Insert "no longer relevant"
Recital M (e)	Delete "Granted"	
Recital M (f)	Delete All	Insert "no longer relevant"
<b>1.1 Definition of:</b>		
"Aboriginal"		<p>Insert "and, for the purposes of this Agreement means an Aboriginal person who identifies as Adnyamathanha or Wilyakali" at the end of the definition.</p>

Clause	Delete Existing Text	Insert New Text
"Agreement Area"	Delete "Current Applications and the Granted"	
"Approved Determination of Native Title"	Delete All	
"Associate"	Delete "Havilah Resources"	Insert "CMC"
"ATLA"	Delete all after "(Aboriginal Corporation)"	
"Claim"	Delete All	
"Claimants"	Delete All	
"Claimants Proportion of Curnamona Shares"	Delete All	
"Company"	Delete "Benagerie Gold Pty Ltd"	Insert "Benagerie Gold & Copper Pty Ltd"
"Commencement Date"	Delete All	
"Compensation Shares"	Delete "to be issued to the Trust in accordance with Clause 9"	
"Current Applications"	Delete All	
"Curnamona Shares"	Delete All	
"Escrow Period"	Delete All	
"Extended Agreement Area"	Delete All	
"Granted Tenements"	Delete All	
MCs	Delete All	
"Mining and Rehabilitation Plan (or "MARP")"	Delete "of Primary Industries and Resources of South Australia"	Insert "or equivalent document, howsoever named" at the end of the definition.
"Mining Lease"	Delete All	
"Named Applicants"	Delete All	
Report	Delete "or Havilah"	
Record Date	Delete All	
"Site"	Delete "MCs"	Insert "ML"
"Tenement"	Delete "the Granted Tenements and, upon their grant their grant respectively"  Delete "Mining Lease"	Insert "ML"
"Trust"	Delete all	

Clause	Delete Existing Text	Insert New Text
1.1		<p>Insert the following new definitions to be in alphabetical order:</p> <p><b>"CD"</b> means a determination of native title rights and interest, by consent in Federal Court proceedings Adnyamathanha No.1 C&amp;F (SAD6001/98), Ngadjuri (SAD147/10) &amp; Wilyakali SAD417/15"</p> <p><b>"Department"</b> means the relevant government department which administers the Mining Act from time to time;</p> <p><b>"East Area"</b> means the area defined in recital H;</p> <p><b>"Effective Date"</b> means the date on which this Agreement comes into effect in accordance with the terms of the CD;</p> <p><b>"ML"</b> means Mining Lease 6346;</p> <p><b>"Native Title Holders"</b> means those persons determined to be holders of native title rights and interest in respect of the East Area upon making of the CD;</p> <p><b>"PBC"</b> means the registered native title body corporate prescribed for the purposes of the Native Title Act which holds, or is to hold, native title rights and interests as agent for the Native Title Holders in respect of the Joint CD Area and which is, or is intended to become, a Party to this Agreement as and from the Effective Date;</p>
1.4	Delete all after "jurisdiction" (third appearing)	
2	Delete "Commencement"	Insert "Effective"
3.2	Delete All	Insert "The PBC Acknowledges that, prior to the Effective Date, the Company made monetary contributions towards the documentation, protection and preservation of culture and heritage within the Agreement Area"
4.1 Chapeau	Delete "Each of the Company and Havilah covenant"	Insert "The Company covenants"

Clause	Delete Existing Text	Insert New Text
4.1(a)	Delete "and the Extended Agreement Area" Delete "or the Extended Agreement Area" (twice appearing) Delete "Commencement" Delete "on behalf of the Claimants": Delete "it being acknowledged as at the Commencement Date"	Insert "Effective"
4.1(a)(i)	Delete All	Insert "no longer relevant"
4.1(a)(ii)	Delete All	Insert "no longer relevant"
4.1(b)	Delete "or Havilah" Delete "or Havilah"	
4.2	Delete "and Havilah"	
4.3(c)(iii)	Delete "Claimants"	Insert "Native Title Holders"
4.5(a)		After "Adnyamathanha" insert "and/or Wilyakali" (twice appearing)
4.5(b)		After "Adnyamathanha" insert "and/or Wilyakali"
4.7 Chapeau	Delete "Each of the Company and Havilah covenant"  Delete "and Havilah"  Delete all words appearing in parentheses	Insert "The Company covenants"
4.8	Delete "Each of the Company and Havilah covenants" Delete "or Havilah" Delete "or the Extended Agreement Area" (twice appearing) Delete "and Havilah" Delete "Claimants"	Insert "The Company covenants"  Insert "Native Title Holders"
4.9	Delete all after "fall due"	
5.1	Delete " and Havilah complies with their" Delete "Claimants" Delete "or Havilah" Delete "and the Extended Agreement Area"	Insert "the Company complies with its"  Insert "Native Title Holders"

Clause	Delete Existing Text	Insert New Text
5.3	Delete "Each of the Named Applicants and ATLA covenants that they" Delete "each" Delete "Claimants"	Insert "The PBC covenants that it"  Insert "Native Title Holders"
6.1(a)	Delete "any Mining Lease granted in relation to the area of the Current Applications"	Insert "the ML"
6.1(b)	Delete All	Insert "no longer relevant"
6.2	Delete "or Havilah"	
6.3	Delete all	Insert "no longer relevant"
6.4 heading		After "Registration of Agreement" insert "- Section 63R"
6.4	Delete All	<b>Insert:</b> <i>(a) The Parties acknowledge that, prior to the Effective Date, Mining Operations have been carried out in respect of the Agreement Area pursuant to a native title mining agreement duly registered under Part 9B of the Mining Act.</i> <i>(b) The Parties agree that this Agreement is intended to be, and shall comprise, a fresh agreement for the purposes of s63R of the Mining Act and to the extent that further action, deed or thing is required on the part of any Party in order to obtain registration (or continued registration) of the terms of this Agreement as a native title mining agreement under Part 9B of the Mining Act, each Party agrees promptly to undertake such further action, deed or thing</i>
7.1 Chapeau	Delete first sentence	Insert "A Consultation Committee consisting of representatives from each of the Parties ( <b>Portia Consultation Committee</b> ) has been formed"
7.1(c)	Delete "Claimants"	Insert "Native Title Holders"
7.1(d)	Delete All	Insert "no longer relevant"
7.3	Delete "3" Delete ",however, any of the Named Applicants is entitled to attend meetings by advising the Company in writing prior to such meeting" Delete "Claimant group"	Insert "4"  Insert "PBC, who is a Native Title Holder"
7.4	Delete "the Claimants" Delete "2,500"	Insert "PBC's representatives" Insert "3,000"
7.5	Delete "Commencement"	Insert "Effective"
8	Delete all	Insert "no longer relevant"

Clause	Delete Existing Text	Insert New Text
9.1	Delete All	Insert "9.1 Issue of Shares (a) The PBC acknowledges that Compensation Shares were issued by Havilah in accordance with directions of ATLA prior to the Effective Date by way of compensation to the then claimants (who are also, subject to the CD occurring, to be among the holders of) native title rights and interests in respect of the East Area and (b) the PBC acknowledges and agrees that the PBC shall make no claim against the Company or CMC in respect, or arising out, of the issue of the Compensation Shares"
9.2	Delete all	Insert "no longer relevant"
9.3	Delete all	Insert "no longer relevant"
9.4 Chapeau	Delete "the issue" Delete "to them or for their benefit"	Insert "the prior issue" Insert "for the benefit of the Native Title Holders"
9.4(a)	Delete "or those of Havilah within the Agreement Area or the Extended Agreement Area"	After the word "Agreement" (last appearing) insert "both prior to and after the Effective Date"
9.4(b)	Delete "that in the event of an Approved Determination of Native title in favour of the Claimants" Delete "Claimants"	Insert "that following the making of the CD in favour of the Native Title Holders"  Insert "the PBC or the Native Title Holders"
10.1	Delete All	Insert "The PBC acknowledges that an initial payment was made to ATLA following registration under Part 9B of the <i>Mining Act</i> of a native title mining agreement dated 1 May 2008."
10.3	Delete "the Commencement Date"	Insert "1 May 2008"
11.1	Delete "Claimants" (first and second appearing)	Insert "Native Title Holders"
11.2	Delete "Claimants"	Insert "Native Title Holders"
12 Chapeau	Delete "Current Applications"	Insert "ML"
12.1	Delete "Current Applications"	Insert "ML"
13	Delete All	Insert "No longer relevant"
14.1 Chapeau	Delete "Havilah" Delete "or the Extended Agreement Area"	Insert "CMC"
14.1 (b)	Delete "Havilah"	Insert "CMC"
14.1(c)	Delete "Havilah"	Insert "CMC"
14.2	"Havilah" (wherever appearing)	Insert "CMC"

Clause	Delete Existing Text	Insert New Text
14.3	Delete all after "except to a"	Insert "new registered native title body corporate in respect of the native title rights and interests in relation to the East Area"
16.1	Delete "Dr Bob Johnson" Delete "63 Conyngham Street, Glenside, SA 5065" Delete "83389292" Delete "Facsimile: (08) 83389293"  Delete "Legal Representative - SC99/1 claim being the solicitors of record named from time to time on the Federal Court file C/- Johnston Withers Attention Mr Graham Harbord 17 Sturt St ADELAIDE SA 5000 Facsimile: (08) 8231 1230"	Insert "Stephen Radford OAM Insert "18 Kanandah Road, Broken Hill, NSW 2880"  Insert "(08) 8088 5810" Insert "steve@conmc.net.au"  Insert "For the PBC SANTS Attention: Senior Legal Officer for NAWNTAC 345 King William St Adelaide 5000 Tel: 1800 010 360"
16.2 Chapeau	Delete "facsimile"	Insert "email"
16.2(c)	Delete all	Insert "If sent by email, at 9am on the next business day following transmission, where business days means a day that is not a Saturday, Sunday or a declared public holiday in South Australia."
17.1(b)	Delete "Claimants or the Named Applicants"  Delete "Havilah"	Insert "PBC or the Native Title Holders"  Insert "CMC"
17.3 heading	Delete "Havilah"	Insert "CMC"
17.3	Delete "Havilah" (Wherever appearing)	Insert "CMC"
17.4	Delete "or Havilah"	Insert "or CMC"
18.9(a)	Delete "Havilah"	Insert "CMC"
18.9(d)	Delete "Havilah"	Insert "CMC"
19	Delete "The persons executing this Agreement as Named Applicants warrant that they have"	Insert "The PBC warrants that it has"
22	Delete All	Insert "No longer relevant"
23.1	Delete first sentence Delete "The Claimants also acknowledge"	Insert "the PBC acknowledges"
23.2	Delete "2,000"	Insert "2,500"

Clause	Delete Existing Text	Insert New Text
24.2	Delete All	Insert "no longer relevant"
24.3	Delete "or within the Extended Agreement Area"	
25 heading	Delete "Havilah Guarantees Obligations"	Insert "CMC Guarantees Obligations"
25	Delete "Havilah"	Insert "CMC"
<b>Schedule 1</b>		
Item 1 para 3	Delete "Claimants"	Insert "PBC, Native Title Holders"
Schedule 1	Delete "Adnyamathanha" wherever it appears	Insert "Adnyamathanha and/or Wilyakali"
<b>Schedule 2</b>		
Definition of the Company	Delete "Benagerie Gold Pty Ltd" Delete "or Havilah"	Insert "Benagerie Gold & Copper Pty Ltd" Insert "or CMC"
Paragraph 3.3(b)	Delete "Claimants"	Insert "Native Title Holders"  After "tradition" insert "comprising an equal number of Adnyamathanha and Wilyakali native title holders"
Paragraph 5.2(a)	Delete "by the Claimants" (wherever appearing)	
Paragraph 6.3	Delete "150" Delete "100"	Insert "190" Insert "126"
Paragraph 6.4	Delete "Three Hundred and Seventy Five (\$375.00)" (wherever appearing)	Insert "\$535"
Paragraph 8.5	Delete "Claimants" (in respect of the 2 <sup>nd</sup> occurrence)	"Native Title Holders"
Paragraph 9	Delete "every two years from the date of this Agreement"	Insert "on 30 June 2018 and thereafter on every 2 <sup>nd</sup> anniversary of that date" At the end of the sentence insert "over the intervening two year period"
<b>Schedule 3</b> Paragraph 2.7	Delete "Claimants and members of the Claimant group"	Insert "Native Title Holders"
<b>Schedule 4</b> Paragraph 6	Delete "Claimants"	Insert "Survey Team"
<b>Schedule 6</b>		
heading	Delete "GRANTED"	
body	Delete all	Insert "ML No 6346 held by Benagerie Gold & Copper Pty Ltd"
<b>Schedule 7</b>		
Party Details	Delete all	Insert "[insert details for Benagerie Gold & Copper Pty Ltd as "the Company", Consolidated Mining & Civil Pty Ltd as "CMC" and the PBC current as at the date of signing]"
Clause 2.2	Delete "Current Applications"	Insert "Tenements"



Clause	Delete Existing Text	Insert New Text
Clause 2.3	Delete "2,000" Delete "Commencement"	Insert "2,500" Insert "Effective"
Execution panels	Delete all	Insert "[insert relevant execution panels for each party to the deed current as at the date of signing]"
Annexure A Heading	Delete "Granted" Delete "and the Extended Agreement Area"	
Annexure B	In the third paragraph from the bottom delete "has"  Delete "Further technical details of the Portia North Portia gold and copper deposits may be obtained from Havilah Resources website: <a href="http://www.havilah-resources.com.au">www.havilah-resources.com.au</a> and in various announcements to the Australian Stock Exchange"	Prior to the penultimate paragraph insert the following "In July 2018 Benagerie became a sole subsidiary of Consolidated Mining & Civil Pty Ltd" Insert "Further technical details of the Porth North Portia gold and copper deposits may be found in historical announcements to the Australian Stock Exchange made by Havilah"

**TABLE 2 - Amendments to Novated Exploration Mining Agreements**

Clause	Delete Existing Text	Insert New Text
<b>1. Exco Exploration Agreement (RI 71, 207)</b>		
In 2.1, 2.3 (where second appearing), 2.4, 2.5 (second), 3.6, 5.3(b), 5.3A (second and third), 11.1 (second), 11.2, 11.5 (second), 12.5 (second), Schedule 2 item 2.7	Delete "Claimants" or "Claimant"	Insert "Native Title Holders"
Party Details	Delete "Bimba Mining Ltd (ACN 105 161 564) of Ground Floor, 8 Colin Street, West Perth, WA 6005 ("Bimba")"	Insert "EXCO OPERATIONS (SA) PTY LTD (ACN 105 161 564) of Level 32/10 Eagle Street BRISBANE, QLD, 4000 (" <b>Exco</b> ") and POLYMETALS (WHITE DAM) PTY LTD (ACN 30 423 684) of White Dam Gold Mine PMB 23 via COCKBURN SA 5440 (" <b>Polymetals</b> ")", in this agreement jointly referred to as "the Joint Venturers")"
Wherever it appears except in the Party Details, Recital C, clause 11.3(a), 11.3(i), 12.1 and clause 14	Delete "Bimba"	Insert "the Joint Venturers"
Wherever it appears	Delete "exploration land"	Insert "Exploration Land"
Recital A	Delete All	Insert "no longer relevant"
Recital B	Delete All	Insert "no longer relevant"
Recital C	Delete " <i>Bimba is</i> "	Insert " <i>As at 7 August 2006, Bimba Mining Ltd (now Exco Operations (SA) Pty Ltd) (<b>Exco</b>) was</i> " Insert at the end: " <i>By deed dated 17 December 2009 Exco assigned an interest in all the Tenements to Polymetals (White Dam) Pty Ltd (<b>Polymetals</b>). Exco and Polymetals are jointly referred to in this Agreement as "the <b>Joint Venturers</b>".</i> "
1.1	In the definition of "Land" delete "Claim" (twice appearing)	Insert "Joint CD Area" (x2)

	Delete definition of "Bimba"	<p>Insert "<b>Joint Venturers</b>" means each of Exco and Polymetals and, subject to the Joint Venturers' compliance with clause 14, includes each of their respective assignees of an interest or part of an interest in any Tenement to which this Agreement relates;"</p> <p>Insert ""<b>Native Title Holders</b>" means, to the extent that the Exploration Land lies within the Central Area, the Adnyamathanha native title holders, the Ngadjuri native title holders and the Wilyakali native title holders, and to the extent that the Exploration Land lies within the East Area the Adnyamathanha native title holders and the Wilyakali native title holders, subject to the Consent Determination"</p> <p>Insert ""<b>PBC</b>" means the registered native title body corporate prescribed for the purposes of the Native Title Act which holds, or is to hold, native title rights and interests as agent for the Native Title Holders in respect of the Joint CD Area and which is, or is intended to become, a Party to this Agreement as and from the Effective Date;"</p>
2.5	Delete "they"	Insert "the PBC and the Native Title Holders"
3.3(a)		After "Agreement" insert "or the novated agreement"
5(3)(b)		After "tradition" insert "and consisting of an equal number of Adnyamathanha and Wilyakali native title holders to the extent that the Nominated Area lies within the East Area or an equal number of Adnyamathanha, Ngadjuri and Wilyakali native title holders to the extent that the Nominated Area lies within the Central Area"
11.3 (a)	Delete "Bimba" Delete "its"	Insert "a Joint Venturer" Insert "that Joint Venturer's"
11.3.(i)	Delete "Bimba"	Insert "a Joint Venturer's"
12.1	Delete "Bimba"	Insert "Each Joint Venturer"
13 Chapeau		After "facsimile" insert "or email"
13.1	Delete All	Insert "The Joint Venturers: C/- Exco GPO Box 778 QLD, 4000"

		BMclarty@excoresources.com.au"
13.2	Delete all	Insert "For the PBC SANTS Attention: Senior Legal Officer for NAWNTAC 345 King William St Adelaide 5000 Tel: 1800 010 360"
14	Delete "Bimba" (first appearing) Delete "Bimba" (wherever appearing thereafter)	Insert "a Joint Venturer"  Insert "that Joint Venturer"
16.1	Delete "numbers"	Insert "members"
17	Delete "including reasonable legal costs associated with the negotiation, preparation and execution of this Agreement and"	Insert "(including reasonable legal costs) associated with"
19.1	Delete "upon execution by both parties"	Insert "on the Registration Date as defined in the Consent Determination"
19.2	Delete All	Insert "no longer relevant"
Schedule One	Delete all	Insert: " 1. 5472 (formerly 4199, 3137) 2. 5574 (formerly 4321, 3257) 3. 5727 (formerly 4533, 3309) All held jointly by Exco and Polymetals"
Schedule Two, clause 2.7	Delete "and members of the Claimant Group"	
<b>2. Boss Exploration Agreement (RI 375)</b>		
1.1 Opening words	Delete "agreement"	Insert " Agreement"  After Agreement insert "(including the Background)"
1.1	Delete definitions of "Adnyamathanha No 1 Native Title Claim", "Claim Area", "Native Title Claimants", "Party", "Wilyakali No 2 Native Title Claim"	Insert the following definitions in alphabetical order: <b>"Consent Determination"</b> means a determination of native title rights and interest, by consent in Federal Court proceedings Adnyamathanha No.1 C&F (SAD6001/98), Ngadjuri (SAD147/10) & Wilyakali SAD417/15"  <b>"Determined Area"</b> means the physical location the subject of the Consent Determination.  <b>"Native Title Holders"</b> means the Adnyamathanha and Wilyakali native title holders so designated in the Consent Determination.

		"Party" means the Explorer or the PBC (as agent for the Native Title Holders) and Parties means all of them.
Wherever it appears	Delete "Claim Area"	Insert "Determined Area"
Background 5(b) & 5(c), 1.1 Definitions of: <ul style="list-style-type: none"> <li>• Area of Significance,</li> <li>• Clearance Work,</li> <li>• Traditional Owners</li> </ul> 2.4 (both places), 3.1, 3.2, 3.3 (last appearing), 3.4 (first appearing), 3.5 (last appearing), 3.6 (third and fifth appearing), 4.8, 5.5(a), 7.3(c), 13.2(a), 13.3 (last appearing), 14.1(c), 15.2, Schedule 3, 2(g)	Delete "Native Title Claimants"	Insert "Native Title Holders"
2.1	Delete "execution by the last of the Parties"	Insert "registration of the PBC following the Consent Determination"
2.4(b)	Delete All	
3.1	Delete "persons signing this Agreement for and on behalf of the Native Title Claimants warrants that they have "	Insert "PBC warrants that it has"
3.2		After "The" insert "PBC and the"  Before "will not" insert "(or any of them)"
3.3		After "through the" insert "PBC or the"
3.4	Delete "The" (first appearing) Delete "not" Delete "their"	Insert "Neither the PBC nor the"
4.1(a)	Delete "adoption"  Delete "notification and negotiation processes contained in Part 9B of the Mining Act"	Insert "Novation"  Insert "registration of the PBC following the Consent Determination"

4.1(d)	Delete "Native Title Claimants" (twice appearing)	Insert "Clearance Team"
4.10	Delete all	Insert "no longer relevant"
5.2	Delete "their"	
5.3(a)	Delete "and other members of the Native Title Claimants group"	
5.4(b)	Delete "their"	
5.6	Delete "Native Title Claimants"	Insert "the Clearance Team"
7.1	Delete "their"	
7.2(b)	Delete All	Insert "up to eight (8) Traditional Owners, four (4) chosen on behalf of the Adnyamathanha Native Title Holders and four (4) chosen on behalf of the Wilyakali Native Title Holders or such other number of representatives agreed in writing by the Explorer and the PBC, nominated by the PBC."
9.7	Delete paragraph (b)  Delete sub-paragraph number (iii)	<p>Renumber:</p> <ul style="list-style-type: none"> <li>• (a) (i) as (b)</li> <li>• (a) (ii) as (c)</li> <li>• A as (i)</li> <li>• B as (ii)</li> <li>• a(iii) as (d)</li> </ul> <p>Before "Subject" insert "for Adnyamathanha members of the Clearance Team (other than the Specialist(s)) and"</p> <p>before "member" insert "such" next appearing.</p> <p>Renumber:</p> <ul style="list-style-type: none"> <li>• A as (i)</li> <li>• (II) as (ii)</li> <li>• (III) as (iii)</li> <li>• the last sub-paragraph as (iv)</li> </ul>
9.7		<p>Insert "</p> <p>(e) for Wilyakali members of the Clearance Team (other than the Specialist(s)) and subject to clause 9.8 the Explorer will pay each member of the Clearance Team the amount of \$200.00 as a once only mobilisation fee and \$500.00 for each day the Clearance Team is in the field performing Clearance Work and for the period included in travelling to and from the location</p>

		<p>of the Clearance Work, such payment to be made:</p> <p>(i) where, not less than 5 days before the commencement of the relevant Clearance Work, the Clearance Team member has notified the Explorer of his or her relevant bank account details, by direct credit into that bank account:</p> <p>(ii) by way of an initial payment of \$700.00 as payment for the said mobilisation fee of \$200.00 and the first day of the Clearance Work at least one Business Day prior to departure from his or her place of residence for the purposes of the Clearance Work; and</p> <p>(iii) of the balance of the payments due for completion of the Clearance Work within 5 Business Days after completion of the Clearance Work; or</p> <p>where a member of the Clearance Team has not notified the Explorer of relevant bank account details, by payment in cash on completion of the Clearance Work."</p>
16.1	Delete "If to the Native Title Claimants" to "Richard.Bradshaw@johnstonwithers.com.au"	Insert "For the PBC SANTS Attention: Senior Legal Officer for NAWNTAC 345 King William St Adelaide 5000 Tel: 1800 010 360"
17.1(c)	Delete "their agents"	Insert "the native title holders"
17.2(j)	Delete "the Native Title Claimants or the Explorer"	Insert "a Party"
17.5	Delete "jointly"	
23	Delete All	Insert "no longer relevant"
Schedule 1	Delete "Native Title Claim summary & description & map of claim area"	"map of Joint CD Area"
Schedule 3, 2(g)	Delete "and members of the Native Title Claimants"	
<b>3. Boss Exploration Agreement (Goulds Dam) (RI 91)</b>		
First party		Before "Southern" insert

		"Boss Uranium Pty Ltd (ACN 069 420 462) formerly known as"
Recital A	Delete "Named Applicants have"  Delete all after parenthesis	Insert "Adnyamathanha"
Recital B	Delete All	Insert "no longer relevant"
In 2.1, 2.3 (second appearing), 2.4, 2.5 (second), 3.6, 5.3(b), 5.3A (second and third), 11.1 (second), 11.2, 11.5 (second), 12.5 (second), Schedule 2 item 2.7	Delete "Claimants" or "Claimant"	Insert "Native Title Holders"
Wherever it appears	Delete "exploration land"	Insert "Exploration Land"
1.1	In definition of "Land" delete "Claim" (twice appearing)	Insert "Joint CD area"
2.3	Delete "their"	
2.4		After "The" insert "PBC and the "
2.5	Delete "they"	Insert "the PBC and the Native Title Holders"
4.6	Delete "their"	
4.8	Delete "their"	
4.9	Delete "their"	
5(3)(b)		After "tradition" insert "and consisting of an equal number of Adnyamathanha and Wilyakali native title holders to the extent that the Nominated Area lies within the East Area or an equal number of Adnyamathanha, Ngadjuri and Wilyakali native title holders to the extent that the Nominated Area lies within the Central Area"
10(d)	Delete all	Insert "no longer relevant"
13.1	Delete all	Insert "For the Company: Boss Uranium Pty Ltd c/- Ewan Vickery MinterEllison Level 10 25 Grenfell Street ADELAIDE SA 5000 <a href="mailto:ewan.vickery@minterellison.com">ewan.vickery@minterellison.com</a> "
13.2	Delete all	Insert "For the PBC SANTS"



		Attention: Senior Legal Officer for NAWNTAC 345 King William St Adelaide 5000 Tel: 1800 010 360"
17	Delete "this Agreement and"	
19.1	Delete "upon execution by both parties"	Insert "on the Registration Date as defined in the Determination"
Schedule One	Delete all Tenements	4. Insert "Exploration Licence 6020 (formerly EL 2896) to the extent that it lies within the Joint CD Area"
Schedule Two, clause 2.7	Delete "and members of the Claimant Group"	
<b>4. Sinosteel Agreement (RI 92 as amended)</b>		
Party details	Delete Party 1	Insert "Sino Steel Uranium SA Pty Ltd ACN124 728 856 of 50 Pirie St, Adelaide SA 5000 ( <b>Explorer</b> )"
Wherever it appears (other than in the definitions)	Delete "Part 9B Area"	Insert "Joint CD Area"
Wherever it appears (other than in the definitions)	Delete "Claim Area"	Insert "Joint CD Area"
Wherever it appears	Delete "Applicants"	Insert "PBC"
Recital E, 2.2(c), 2.3(a), 2.4(a) (second and third appearing), 2.7 (second appearing), 4.5(aa)(i), 6.2(a)(ii), 6.3(b), 13.6(d)(i), 13.6(d)(vi)	Delete "Claimant(s)"	Insert "Native title holder(s)"
Recitals C	Delete "all"	Insert "By virtue of Deeds of Assignment and Assumption dated 17 April 2007, 6 June 2007 and 22 September 2014 Sinosteel Uranium SA Pty Ltd has assumed all of the rights and obligations of the Explorer under the original Agreement and now comprises the Explorer for the purposes of the Agreement"
Recital D	Delete all	Insert "no longer relevant"

1.1	Delete definitions of "Applicants", "Claimants", "Claim Area" and "Native Title Application", "ATLA" "Part 9B Area"	<p>Insert the following definitions in alphabetical order:</p> <p><b>"Central Area"</b> has the meaning given to that expression in the Consent Determination"</p> <p><b>"Consent Determination"</b> means the proposed consent determination of native title in relation to the West Area, the Central Area and the East Area"</p> <p><b>"East Area"</b> has the meaning given to that expression in the Consent Determination"</p> <p><b>"Joint CD Area"</b> means the area of land and/or waters the subject of the Consent Determination and includes the Central Area, the East Area and the West Area."</p> <p><b>"Native Title Holders"</b> means to the extent that the Designated Area lies within the Central Area, the Adnyamathanha, Ngadjuri and Wilyakali Native Title Holders, to the extent that the Designated Area lies within the West Area the Adnyamathanha and Ngadjuri Native Title Holders, and to the extent that the Designated Area lies within the East Area the Adnyamathanha and Wilyakali Native Title Holders"</p> <p><b>"West Area"</b> has the meaning given to that expression in the Consent Determination"</p>
2.1(a)	Delete all	Insert "No longer relevant"
2.1(b)	Delete "and include"	
2.4(a)	Delete "Each Claimant"	Insert "The PBC"
2.6	Delete "Each Claimant"	Insert "The PBC"
3.5(b)	Delete ", which notice may be given through ATLA as provided in clause 4.5(a)"	
4.5(a)	Delete all from "the Claimants may so notify"	
5.6	Delete "the date of this agreement" (twice appearing )	Insert "4 November 2006"
6.1	Delete "and may do so through ATLA"	
6.2(a)(ii)		After "tradition insert "and consisting of an equal number of Adnyamathanha and Wilyakali native title holders to the extent that the Designated Area lies within the

		East Area, an equal number of Adnyamathanha and Ngadjuri native title holders to the extent that the Designated Area lies within the West Area, or an equal number of Adnyamathanha, Ngadjuri and Wilyakali native title holders to the extent that the Designated Area lies within the Central Area"
12.2	Delete all	Insert "No longer relevant"
14.2(a)	Delete "Claimants"	Insert "PBC and the Native Title Holders"
16.1(a)	Delete "PepinNini Minerals Limited 96 Babbage Road ROSEVILLE NSW 2069  Attention: Mr Norman Kennedy Facsimile: (02) 9417 3043"	Insert: "Sinosteel Uranium SA Pty Ltd  50 Pirie St, Adelaide SA 5000 Attention: Mr Fusheng Gao <a href="mailto:gao@sinosteelsa.com.au">gao@sinosteelsa.com.au</a> "
16.1 (a)	Delete "Adnyamathanha No 1 Native Title Claim Group C/ Johnston Withers Barristers and Solicitors 17 Sturt Street Adelaide SA 5000 Attention Mr Graham Harbord  Facsimile: 08 8231 1230"	Insert "For the PBC SANTS Attention: Senior Legal Officer for NAWNTAC 345 King William St Adelaide 5000 Tel: 1800 010 360"
16.1(b)	Delete "Mr Norman Kennedy"  Delete "Applicants or Mr Graham Harbord or Mr Richard Bradshaw"	Insert: "Mr Fusheng Gao"  Insert "SANTS Senior Legal Officer for NAWNTAC"
16.2	Delete "facsimile"	Insert "email"
17.5	Delete all	Insert "No longer relevant"
Annexure A	Delete All	Insert "Exploration Licences 5571 (formerly 4375/3278), 5462 (formerly 4239/3171), 6026 (formerly 4784/3587), 5834 (formerly 4749/3472) and 6015 (formerly 4965/ELA 928/04)"
<b>5. Havilah Exploration NTMA (RI 286)</b>		
2.1 2.5 (wherever appearing), 3.6, 5.3(b), 5.4 (second and third appearing),	Delete "Claimants"	Insert "Native Title Holders"

11.1 (second appearing), 11.2, 11.5 (second appearing), , Schedule 2 clause 2.7, Schedule 3 clause 6		
Wherever it appears	Delete "Claim"	Insert "Joint CD Area"
Recital A	Delete all	Insert "no longer relevant"
Recital B	Delete all	Insert "no longer relevant"
Recital C	Delete ", but not within the CD Land"	
Recital D	Delete all	Insert "no longer relevant"
1.1	Delete following definitions "ATLA", "CD Land", "Claim"	
3.3(a)		After "Agreement" insert "or the novated agreement"
3.8		After "the Adnyamathanha community" insert "and the Wilyakali community"
3.8	Delete "anniversary of this agreement"	Insert "anniversary of 3 June 2013"
5.3(b)		After "tradition" insert "and comprising an equal number Adnyamathanha and Wilyakali Native Title Holders"
10(b) and (c)	Delete "CD Land"	Insert "Joint CD Area"
13.1	Delete "Kate Bickford/"	
	Delete "McDonald Steed McGrath Lawyers"	Insert "MSM Legal"
	Delete <a href="mailto:as@mcdonaldsteed.com.au">as@mcdonaldsteed.com.au</a> delete "kb@mcdonaldsteed.com.au"	Insert "as@msmlegal.com.au"
13.2	Delete all	Insert "For the PBC: SANTS Attention: Senior Legal Officer for NAWNTAC 345 King William St Adelaide 5000 Tel: 1800 010 360"
17	Delete "including all legal costs associated with the negotiation preparation and execution of this Agreement and"	Insert "(including reasonable legal costs) associated with"
19	Delete "upon execution by both parties"	Insert "on the Registration Date as defined in the Determination"
Schedule One	Delete all	Insert "Tenements"

		<p>Those parts of the following list of Tenements which lie within the Joint CD Area are the subject of this Agreement:</p> <p>5179 (formerly 3895)                      5800 (formerly 4645)                      5915 (formerly 3694/4940)                      5396 (formerly 4225)                      5873 (formerly 3586)                      5421 (formerly 4260)                      5422 (formerly 4261)                      5488 (formerly 4313)                      5802 (formerly 4691) -                      5803 (formerly 4704)                      5904 (formerly 4818)                      5502                      5393                      5578                      5703                      5956                      6054                      6194</p>
--	--	--

<b>6. Renascor Resources Ltd (RI 210)</b>		
<p>In 2.1, 2.3 (where second appearing), 2.4, 2.5 (twice appearing), 3.6, 5.3(b), 5.4 (second and third), 6.4 (first appearing), 11.1 (second appearing), 11.2, 11.5 (second appearing), 12.5 (second appearing), Schedule 2 item 2.7</p>	<p>Delete "Claimants" or "Claimant"</p>	<p>Insert "Native Title Holders"</p>
<p>Party Details</p>	<p>Delete "Renaissance Uranium Pty Ltd (ACN 135 531 341) of 63 King William Street, Kent Town SA 5067 ("the Company")</p>	<p>Insert "Renascor Resources Ltd (ACN 135 531 341) of 36 North Terrace Kent Town, SA 5067 ("the <b>Company</b>")</p>

Recital A	Delete All	Insert "Since this Agreement was originally executed, there has been a determination of native title by the Federal Court of Australia, ( <b><i>Determination</i></b> ) recognising rights and interests in the areas formerly known as Areas C and F of the Adnyamathanha Peoples Proceeding in a combined group consisting of the former Adnyamathanha (SAD 6001/98), Ngadjuri Nation (SAD 147/10) and Wilyakali No.2 (SAD 33/12) claimant groups ( <b><i>Determination Area</i></b> ). To the extent that it relates to the Determination Area, this Agreement has been novated, as of the date of the registration of the Registered Native Title Body Corporate in relation to the native title ( <b>PBC</b> ), in accordance with Schedule 9 to the Determination."
Recital B		Before "Claim" insert "Adnyamathanha"
Recital C	Delete "Claim"	Insert "East Area"
Recital D	Delete All	
1.1	In the definition of " <b>Land</b> " delete "Claim" twice appearing	insert "Joint CD Area" (in each instance)  in the definition of " <b>Aboriginal</b> ", insert: "and, for the purposes of this Agreement means an Aboriginal person who identifies as Adnyamathanha or Wilyakali" at the end of the definition.  insert " <b>PBC</b> " means the body corporate prescribed for the purposes of the Native Title Act which holds, or is to hold, native title rights and interests as agent for the Native Title Holders in respect of the Joint CD Area and which is, or is intended to become, a Party to this Agreement as and from the Effective Date
2.1	Delete all	Insert "The PBC warrants that it has authority to enter into this novated agreement as agent for the Native Title Holders."

