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| <b>ILUA Termination Amount</b>   | has the meaning given to the term “ILUA Termination Amount” in the ILUAs;  |
| <b>ILUA Termination Notice</b>   | has the meaning given to the term “ILUA Termination Notice” in the ILUAs;  |
| <b>Indemnified Amount</b>        | has the meaning given to the term “Indemnified Amount” in the ILUAs;   |
| <b>Indemnified Amount Notice</b> | has the meaning given to the term “Indemnified Amount Notice” in the ILUAs;  |
| <b>Independent</b>               | <p>means:</p> <p>(a) in the case of a person, the person is not (and a member of the person’s immediate family is not):</p> <ul style="list-style-type: none"> <li>(i) a member of an Agreement Group;</li> <li>(ii) a lineal descendant of, or first cousin of, a member of an Agreement Group;</li> <li>(iii) married to or in a de facto relationship with a member of an Agreement Group;</li> <li>(iv) a parent or sibling of a person who is married to or in a de facto relationship with a member of an Agreement Group;</li> <li>(v) currently, and has not within the period of 3 years prior to their appointment been: <ul style="list-style-type: none"> <li>A. an employee, director, consultant, advisor, auditor or other service provider to the Noongar Community or any related or associated entity of an Agreement Group; or</li> <li>B. an employee or director of a company or partner in a partnership, which is a consultant, advisor, auditor or other service provider to an Agreement Group or any related or associated entity of an Agreement Group;</li> </ul> </li> </ul> <p>(b) in the case of an entity, the entity is not:</p> <ul style="list-style-type: none"> <li>(i) an entity in which an Agreement Group (or any member of an Agreement Group) has a material interest;</li> <li>(ii) an entity which is controlled by an Agreement Group (or any member of an Agreement Group); or</li> </ul> |

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- (iii) currently, and has not within the period of 3 years prior to its appointment been a consultant, advisor, auditor or other service provider to an Agreement Group or any related or associated entity of an Agreement Group;

**Insolvency Event**

means in respect of a company when:

- (a) the company resolves to go into liquidation;
- (b) a liquidator, a provisional liquidator, receiver, receiver and manager, administrator, official manager, judicial manager or similar official is appointed to the company or over the company's assets or undertaking;
- (c) the company resolves to enter into a scheme, a composition or any similar arrangement or procedure with creditors; or
- (d) the company receives a statutory demand under section 459E of the Corporations Act, which the company fails to comply with or apply to set aside, within the period for compliance or have set aside under section 459G of the Corporations Act;

**Interim CSC**

means an entity appointed by the Trustee as the "Interim CSC" under clause 5.1(b)(ii)A during the Interim Period to exercise such functions and deliver such services as determined by the Trustee under clause 5.1(b)(ii)B;

**Interim Period**

has the meaning in clause 5.1(b);

**Investment Committee**

means the investment committee established under clause 20;

**Investment Manager**

means an investment manager that at all times is Independent and:

- (a) in respect of funds management:
  - (i) holds a current relevant Australian Financial Services Licence (or is an authorised representative of such a licensee); and
  - (ii) holds appropriate authorisations to permit it, in accordance with the Corporations Act, to give advice regarding the Investment Policy and the various categories of investments held by the Trust and to deal with those investments; and
  - (iii) has at least 10 years investment management experience in relation to funds under management of greater than \$500 million