

Deed of Variation of Lease
Townships of Angurugu, Umbakumba and Miliyakburra

Anindilyakwa Land Trust

and

Executive Director of Township Leasing

and

Anindilyakwa Land Council

Table of Contents (ctd)

2

Table of Contents

1.	Definitions and interpretation	6
1.1	Definitions	6
2.	Variation of Lease	6
3.	Global variations	6
3.1	LE changed to EDTL	6
4.	Clause 1 – Definitions and interpretation	6
4.1	Annual Payment [see also related clause 5.1]	6
4.2	Bonus Payment [see also related clause 5.1]	7
4.3	Consultative Forum [see also related clauses 21.1 to 21.3, 21.7 and 21.8]	7
4.4	Fit and Proper Person [see also related clause 10.5]	7
4.5	Introductory Payment [see also related clause 5.1]	7

Table of Contents (ctd)

3

5.	Clause 5.1 – Lease Payment	7
6.	Clause 5.2 – How does the EDTL pay the Lease Payment	8
7.	Clause 6.1 – Existing rights, titles or other interests	9
8.	Clause 6.3 – Existing Housing Authorities	10
9.	Clause 6.5 – Existing Service Providers	11
10.	Clause 6.6 – Other existing Occupiers	12
11.	Clause 8.1 – Existing Improvements	13
12.	Clause 9 – Respect for Traditional Culture	14
13.	Clause 10.1 – Grant of Township Sublease	14
14.	Clause 10.2 – Grant of Township Licence	15
15.	Clause 10.3 – Copy of Township Sublease, Underlease and Township Licence	15
16.	Clause 10.4 – Amendments and termination	16
17.	Clause 10.5 – Fit and proper	16
18.	Clause 10.6 – Residential Subleases	17
19.	Clause 10.7 – Respect for Aboriginal Tradition	17
20.	Clause 13.1 – Permitted Use	18
21.	Clause 13.6 – Sacred Sites	18
22.	Clause 13.10 – Roads	18
23.	Clause 13.1 – Signage	19
24.	Clause 13.11 – Nuisances	19
25.	Clause 14.2 – Amendments to Designated General Access Areas	19
26.	Clause 14.4 – Rules for use of Designated General Access Areas	19
27.	Clause 15.1 – Northern Territory Planning Scheme and Law to apply	20
28.	Clause 15.2 – Subdivision and consolidation	20
29.	Clause 17.2 – Asbestos	21
30.	Clause 18.1 – Risk	21
31.	New clause 19.11 – Sublessee/Licensee insurance	22
32.	Clause 21.1 – Establishment of the Consultative Forum	22
33.	Clause 21.2 – Purpose of the Consultative Forum	22

Table of Contents (ctd)

4

34.	Clause 21.3 – Land Council nominees to consult with traditional Aboriginal owners	22
35.	New clause 21.1 – Establishment of Angurugu Consultative Forum	22
36.	New clause 21.2 – Establishment of Umbakumba Consultative Forum	23
37.	New clause 21.3 – Establishment of Milyakburra Consultative Forum	23
38.	Clause 21.4 – Power to bind the Parties	24
39.	Clause 21.5 – Conduct of a Consultative Forum	24
40.	Clause 21.6 – Consultative Forum can assist resolution of disputes	24
41.	New Clause 21.7 – Whole of Township Consultative Forum	25
42.	Clause 21.8 – Relevant Consultative Forum	25
43.	New clause 23.9 – Opportunity to transfer or surrender before termination	26
44.	New clause 23.10 – Terms of surrender	26
45.	Clause 26 – Review of Lease	26
46.	Clause 28.1 – Option to Extend	27
47.	New Clause 32 – Reporting Income and Operating Expenses	28

Deed of Variation of Lease

Date

17 June

2015

Parties

1. Anindiyakwa Land Trust established pursuant to section 4(1) of the Land Rights Act ("the Land Trust")
2. Executive Director of Township Leasing on behalf of the Commonwealth of Australia as an Approved Entity within the meaning of the Land Rights Act ("the EDTL")
3. Anindiyakwa Land Council established under the Land Rights Act (or if the boundaries are varied so as to exclude the Township from its area, then the Land Council for the area of the Township established under the Land Rights Act) ("the Land Council")

(collectively referred to as "the Parties")

Background

- A. The Land Trust is the registered proprietor of an estate in fee simple in the Land which includes the Township.
- B. The office of the EDTL was created pursuant to section 20B of the Land Rights Act.
- C. The Land Trust leases the Township to the EDTL pursuant to subsection 19A(1) of the Land Rights Act under the Lease.
- D. The Lease commenced on 4 December 2008.

- E. Clause 26 of the Lease provides that the Consultative Forum will review the operation of the Lease on:

- (a) the 5th anniversary of the Commencement Date;
- (b) every 10th anniversary of the Commencement Date;
- (c) on the issue of a Notice to Extend under clause 28.1(a) of the Lease; and
- (d) as otherwise determined by the Consultative Forum, from time to time.

- F. The Consultative Forum has completed the 5th anniversary review of the Lease and has recommended certain variations to the Lease.

- G. The Parties have considered the recommendations made by the Consultative Forum and have agreed to vary the Lease in response to those recommendations in the manner outlined in this Deed.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

In this Deed and in the Background, unless the context requires otherwise:

Commencement Date means the commencement date of the Lease, being 4 December 2008;

Consultative Forum means the Consultative Forum established under clause 21.1 of the Lease;

Land means the land described in the Certificate of Title Volume 789 Folio 971;

Land Rights Act means the *Aboriginal Land Rights (Northern Territory) Act 1976 (Cth)*;

Lease means the lease signed by the Land Trust, the Land Council and the EDTL, registration number 692818;

Township means that part of the Land described in Item 2 of the Schedule to the Lease and in Annexure 2 of the Lease, and set out in the Regulation, as at the Commencement Date, comprising Angurugu, Umbakumba and Milyakburra; and

Regulation means regulation 6 of the *Aboriginal Land Rights (Northern Territory) Regulations 2007* being a regulation pursuant to section 3AB of the Land Rights Act prescribing an area of land to be the Township.

2. Variation of Lease

The Parties agree that the Lease is varied in accordance with clauses 3 to 48 (inclusive) of this Deed. The variations to the Lease take effect from the date of this Deed.

3. Global variations

3.1 LE changed to EDTL

In paragraph 2 of the section headed "Parties", the words "the LE" are deleted and replaced with the words "the EDTL".

The word "LE" or "LE's" (as the case may be) is deleted and replaced with the word "EDTL" or "EDTL's" (as the case may be) each time it appears in the Lease.

4. Clause 1 – Definitions and interpretation

4.1 Annual Payment [see also related clause 5.1]

The definition of "Annual Payment" in clause 1.1 is amended by deleting the clause reference "5.1(b)(ii)" and replacing it with the clause reference "5.1(b)(iii)" such that the definition will now read as follows:

"Annual Payment has the meaning given to that term in clause 5.1(b)(iii)."

4.2 Bonus Payment [see also related clause 5.1]

The definition of "Bonus Payment" in clause 1.1 is amended by deleting the clause reference "5.1(b)(i)(B)" and replacing it with the clause reference "5.1(b)(i)" such that the definition will now read as follows:

"Bonus Payment has the meaning given to that term in clause 5.1(b)(i)."

4.3 Consultative Forum [see also related clauses 21.1 to 21.3, 21.7 and 21.8]

The definition of "Consultative Forum" in clause 1.1 is amended by inserting references to an "Angurugu Consultative Forum", an "Umbakumba Consultative Forum", a "Miliyakburra Consultative Forum" and a "Township Consultative Forum", such that the definition will now read as follows:

"Consultative Forum means:

- (a) the Angurugu Consultative Forum established under clause 21.1;
- (b) the Umbakumba Consultative Forum established under clause 21.2;
- (c) the Miliyakburra Consultative Forum established under clause 21.3; or
- (d) the Township Consultative Forum established under clause 21.7,

as the context requires."

4.4 Fit and Proper Person [see also related clause 10.5]

The following definition is inserted in clause 1.1:

"Fit and Proper Person means a person who has not been convicted of a Sexual or Crime against Children Offence at any time and in any jurisdiction."

4.5 Introductory Payment [see also related clause 5.1]

The definition of "Introductory Payment" in clause 1.1 is amended by deleting the clause reference "5.1(b)(i)(A)" and replacing it with the clause reference "5.1(b)(i)" such that the definition will now read as follows:

"Introductory Payment has the meaning given to that term in clause 5.1(b)(i)."

5. Clause 5.1 – Lease Payment

Clause 5.1 is amended by amending paragraph (b), inserting a new paragraph (c) and moving the existing paragraph (c) to paragraph (d), such that clause 5.1 will now read as follows:

"5.1 Lease Payment

- (a) The EDTL must pay the Land Council for the Land Trust the amounts specified in clause 5.1(b) (Lease Payments).
- (b) The Lease Payments are:

- (i) a one time only payment of the amount specified in item 5 of the Schedule (Introductory Payment);

- (ii) the amount (if any) by which the sum of all accumulated Income generated by the EDTL under this Lease for the Initial Period exceeds the Introductory Payment (Bonus Payment); and

- (iii) in relation to each year after the Initial Period for the remainder of the Term or until the Lease is otherwise terminated, all Income generated by the EDTL under this Lease during such year less Operating Expenses of the Lease during such year (Annual Payment).

- (c) For the purpose of clause 5.1(b)(ii), "Initial Period" is the period commencing on the Commencement Date and ending on the first to occur of the following:

- (i) the last day of the relevant year of this Lease (being a year commencing on an anniversary of the Commencement Date) during which the sum of all accumulated Income generated by the EDTL under this Lease since the Commencement Date first exceeds the Introductory Payment; or
- (ii) the day prior to the fifteenth anniversary of the Commencement Date.

- (d) The Introductory Payment is a prepayment for this Lease."

6. Clause 5.2 – How does the EDTL pay the Lease Payment

Clause 5.2 is amended by amending paragraph (b), such that clause 5.2 will now read as follows:

"5.2 How does the EDTL pay the Lease Payment?

- (a) The EDTL must pay the Introductory Payment on the Commencement Date free of all deductions and with no right of set-off.

- (b) The EDTL must pay the Bonus Payment:

- (i) within 3 months after the date referred to in either clause 5.1(c)(i) or 5.1(c)(ii), whichever is applicable;
- (ii) free of all deductions and with no right of set-off; and
- (iii) in accordance with the relevant provisions of the Land Rights Act to the Land Council for the Land Trust.

- (c) The EDTL must pay each Annual Payment:

- (i) within 3 months after the relevant anniversary of this Lease;
- (ii) free of all deductions and with no right of set-off; and
- (iii) in accordance with the relevant provisions of the Land Rights Act to the Land Council for the Land Trust."

7. Clause 6.1 – Existing rights, titles or other interests

Clause 6.1 is amended by inserting the word "relevant" before the words "Consultative Forum" in paragraphs (c) and (f) such that clause 6.1 will now read as follows:

"6.1 Existing rights, titles or other interests

- (a) The Parties acknowledge that, in accordance with subsection 19A(10) of the Land Rights Act, any existing right, title or other interest is preserved as a right, title or interest in the Township under this Lease. The Parties acknowledge that existing rights, titles or other interests are to be dealt with in accordance with clause 6.1(b) and 6.1(e). Persons who were in occupation of land in the Township immediately before the Commencement Date without any existing right, title or other interest, or with an existing right, title or other interest not agreed under clause 6.1(b) or not recognised under clause 6.1(e), are dealt with in clause 6.2.
- (b) If any Party becomes aware of any claim to an existing right, title or other interest, the Party must notify the EDTL. Where the EDTL agrees that a matter notified is an existing right, title or other interest, the Parties will treat it as an existing right, title or other interest for the purposes of this Lease.
- (c) The EDTL must consult with the relevant Consultative Forum before making a decision pursuant to clause 6.1(b) in relation to any claim to an existing right, title or other interest.
- (d) Where the EDTL rejects a claim to an existing right, title or other interest pursuant to clause 6.1(b), the notifying Party must institute the dispute resolution process in clause 29, before seeking any court assisted remedy.
- (e) If, otherwise than pursuant to a notification under clause 6.1(b), the EDTL becomes aware of something that may be an existing right, title or other interest, and the EDTL decides that it is an existing right, title or other interest, the Parties will treat it as an existing right, title or other interest for the purposes of this Lease.
- (f) The EDTL must consult with the relevant Consultative Forum before making a decision pursuant to clause 6.1(e) in relation to something that may be an existing right, title or other interest.
- (g) The Parties acknowledge that, in accordance with subsection 19A(11) of the Land Rights Act, any existing right, title or other interest granted by the Land Trust takes effect after the Commencement Date as if it were granted by the EDTL. The Parties acknowledge that rent or any other money payable under or in connection with such an existing right, title or other interest to the Land Council is from the Commencement Date payable to the EDTL.
- (h) A person with an existing right, title or other interest may request the EDTL to formalise their right, title or other interest. If such a request is made, the EDTL must use its best endeavours to accommodate the grant of a Township Sublease on terms equivalent to the existing right, title or other interest. The EDTL must negotiate with the person in good faith in relation to the grant of such a Township Sublease."

8. Clause 6.3 – Existing Housing Authorities

Clause 6.3 is amended by inserting the word "relevant" before the words "Consultative Forum" in paragraphs (e) and (h) such that clause 6.3 will now read as follows:

"6.3 Existing Housing Authorities

- (a) The EDTL may give any Occupier of land in the Township that is an Existing Housing Authority notice that it wishes to formalise the Right of Occupation in relation to the provision of community or public housing by the grant of a Housing Authority Sublease.
- (b) At any time before the EDTL has issued a notice pursuant to clause 6.3(a), an Existing Housing Authority Occupier may request the grant of a Housing Authority Sublease from the EDTL.
- (c) Subject to clause 6.3(e), following the issue of a notice pursuant to clause 6.3(a) or a request for a Housing Authority Sublease pursuant to clause 6.3(b), the EDTL must use its best endeavours to accommodate the grant of such a Township Sublease to the Housing Authority within 6 months.
- (d) Not limiting clauses 6.3(a) and 6.3(b), the EDTL may call for expressions of interest in relation to the grant of a Housing Authority Sublease over the land occupied by the relevant Existing Housing Authority Occupier.
- (e) The EDTL is required to consult the relevant Consultative Forum in respect of the grant of any Housing Authority Sublease if the relevant Consultative Forum has been established. The EDTL is taken to have consulted with the relevant Consultative Forum if it provides at least 1 month for the relevant Consultative Forum to provide comments, and takes into account any such comments.
- (f) Unless a Housing Authority Sublease is granted by the EDTL to the Existing Housing Authority, or some other agreement is reached with the Existing Housing Authority, and provided the EDTL has complied with clauses 6.3(a) to 6.3(e) to the extent reasonably possible, the EDTL may serve the Existing Housing Authority with a notice (Housing Authority Termination Notice) that its Right of Occupation under clause 6.2(a) will terminate on a date to be specified in the Housing Authority Termination Notice being not less than 2 months after service of the notice (Housing Authority Termination Date). Unless otherwise mutually agreed, an Existing Housing Authority's Right of Occupation will terminate at 5:00 pm (Darwin time) on the Housing Authority Termination Date.
- (g) The Housing Authority Termination Date:
 - (i) is automatically extended until the EDTL complies with clause 6.3(k); and
 - (ii) may be extended by notice from the EDTL.
- (h) The Housing Authority Termination Notice must include:
 - (i) full terms of a Housing Authority Sublease acceptable to the EDTL; and

- (ii) the relevant Consultative Forum's details.
- (i) Notwithstanding any notice served pursuant to clause 6.3(f), the EDTL and the Existing Housing Authority may continue to negotiate a Housing Authority Sublease until the Housing Authority Termination Date.
- (i) Where natural persons are in occupation of land in the Township under any arrangement or understanding with an Existing Housing Authority, the EDTL must issue any notice under clause 6.3(a) or 6.3(f) to the Existing Housing Authority, and not the natural person, and must negotiate a Housing Authority Sublease with the relevant Existing Housing Authority. The EDTL must not issue any equivalent notice under clause 6.6 to a natural person in occupation of land in the Township under any arrangement or understanding with an Existing Housing Authority.
- (k) Prior to and commencing from the Housing Authority Termination Date (under clause 6.3(f)) and until a Housing Authority Sublease is agreed with a new Housing Authority, the EDTL must grant all natural persons in occupation of land in the Township under any arrangement or understanding with an Existing Housing Authority, a licence to occupy that land on the same terms and conditions as their respective arrangements with the relevant Existing Housing Authority.
- (l) For the avoidance of doubt, nothing in this clause 6.3 requires the EDTL to grant a Housing Authority Sublease to an Existing Housing Authority."

9. Clause 6.5 – Existing Service Providers

Clause 6.5 is amended by inserting the word "relevant" before the words "Consultative Forum" in paragraphs (b) and (e) such that clause 6.5 will now read as follows:

"6.5 Existing Service Providers

- (a) If any Party becomes aware that any person claims that, immediately before the Commencement Date, they used their occupation in the Township to provide Services to the Township, the Party must notify the EDTL. Where the EDTL agrees that, immediately before the Commencement Date, the person used their occupation in the Township to provide Services to the Township, the Parties will treat that person as an Existing Services Provider.
- (b) The EDTL must consult with the relevant Consultative Forum before making a decision pursuant to clause 6.5(a) in relation to any claim that a person used their occupation in the Township to provide Services to the Township.
- (c) Where the EDTL rejects a claim pursuant to clause 6.5(a), the notifying Party must institute the dispute resolution process in clause 29, before seeking any court assisted remedy.
- (d) If, otherwise than pursuant to a notification under clause 6.5(a), the EDTL becomes aware that, immediately before the Commencement Date, a person may have used their occupation in the Township to provide Services to the Township, and the EDTL decides that, immediately before the Commencement Date, that person used their occupation in

the Township to provide Services to the Township, the Parties will treat that person as an Existing Services Provider.

- (e) The EDTL must consult with the relevant Consultative Forum before making a decision pursuant to clause 6.5(d) in relation to a person that may have used their occupation in the Township to provide Services to the Township.
- (f) The EDTL may give an Existing Services Provider notice that it wishes to formalise their Right of Occupation by the grant of a Commercial Sublease or Township Licence.
- (g) At any time before the EDTL has issued a notice pursuant to clause 6.5(f), an Existing Services Provider may request the grant of a Commercial Sublease or Township Licence from the EDTL.
- (h) Following the issue of a notice pursuant to clause 6.5(f) or a request for a Commercial Sublease or Township Licence pursuant to clause 6.5(g), the EDTL must use its best endeavours to accommodate the grant of such a Commercial Sublease or Township Licence within 6 months.
- (i) If a Commercial Sublease or Township Licence is not granted to the Existing Services Provider, the EDTL must use its best endeavours to accommodate the grant of a Commercial Sublease or Township Licence to another person which is able to provide the relevant Services in the Township.
- (i) Unless a Commercial Sublease or Township Licence is granted by the EDTL to the Existing Services Provider, or some other agreement is reached with the Existing Services Provider, and provided the EDTL has complied with clauses 6.5(f) to 6.5(h) to the extent reasonably possible, the EDTL may serve the Existing Services Provider with a notice (Services Provider Termination Notice) that its Right of Occupation under clause 6.2(a) will terminate on a date to be specified in the Services Provider Termination Notice being not less than 2 months after service of the notice (Services Provider Termination Date). The Services Provider Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, an Existing Services Provider's Right of Occupation will terminate at 5:00 pm (Darwin time) on the Services Provider Termination Date.
- (k) The Services Provider Termination Notice must include:
 - (i) full terms of a Commercial Sublease or Township Licence acceptable to the EDTL; and
 - (ii) the relevant Consultative Forum's details."

10. Clause 6.6 – Other existing Occupiers

Clause 6.6 is amended by inserting the word "relevant" before the words "Consultative Forum in paragraph (e)(ii) such that clause 6.6 will now read as follows:

"6.6 Other existing Occupiers

- (a) The EDTL may give any Occupier not dealt with by clauses 6.3 to 6.5 notice that it wishes to formalise their Right of Occupation by the grant of a Township Sublease or Township Licence. If such a request is made the EDTL must use its best endeavours to accommodate the grant of such a Township Sublease or Township Licence within 6 months of the request.
- (b) At any time before the EDTL has issued a notice pursuant to clause 6.6(a), an Occupier (not being a provider of Services or a Housing Authority seeking a Township Sublease) may request the grant of a Township Sublease or Township Licence from the EDTL.
- (c) Following the issue of a notice pursuant to clause 6.6(a) or a request for a Township Sublease or Township Licence pursuant to clause 6.6(b), the EDTL must use its best endeavours to accommodate the grant of such a Township Sublease or Township Licence within 6 months.
- (d) Unless a Township Sublease or Township Licence is granted by the EDTL to the Occupier, or some other agreement is reached with the Occupier, and provided the EDTL has complied with clauses 6.6(a) to 6.6(c) to the extent reasonably possible, the EDTL may serve the Occupier with notice (Occupier Termination Notice) that its Right of Occupation under clause 6.2(a) will terminate on a date to be specified in the Occupier Termination Notice being not less than 2 months after service of notice (Occupier Termination Date). The Occupier Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, an Occupier's Right of Occupation will terminate at 5:00 pm (Darwin time) on the Occupier Termination Date.
- (e) The Occupier Termination Notice must include:
- (i) full terms of a Township Sublease or Township Licence acceptable to the EDTL; and
 - (ii) the relevant Consultative Forum's details."

11. Clause 8.1 – Existing Improvements

Clause 8.1 is amended by amending paragraph (d) and deleting paragraphs (e) and (f), such that clause 8.1 will now read as follows:

"8.1 Existing Improvements

- (a) Existing Improvements subject to an existing right, title or other interest will remain subject to the terms of that existing right, title or other interest, for the period of the existing right, title or other interest.
- (b) Existing Improvements to which sections 14 and 18 of the Land Rights Act apply will remain subject to those provisions, for the period those provisions apply.
- (c) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.
- (d) Subject to clauses 8.1(a) to 8.1(c), and any other relevant Law, all Existing Improvements are the property of the Land Trust and are the subject of this Lease."

12. Clause 9 – Respect for Traditional Culture

Clause 9(b) is amended such that clause 9 will now read as follows:

"9. Respect for Traditional Culture

- (a) The EDTL acknowledges that:
 - (i) the traditional Aboriginal owners of the Land have a spiritual and custodial relationship with the Land and surrounding seas;
 - (ii) the traditional Aboriginal owners of the Land remain the custodians of the Cultural Heritage of the Land;
 - (iii) some knowledge belongs only to specific members of the Aboriginal community;
 - (iv) certain information is inaccessible to all except those deemed appropriate by the Aboriginal community;
 - (v) secret and sacred materials are items of special religious and spiritual significance to Traditional People, and are usually associated with men's and women's private ceremonies.
- (b) In discharge of the EDTL's functions, the EDTL must be familiar with, and show respect for, Aboriginal Tradition as it applies to the Land. The EDTL must have due regard to any guidelines developed by the relevant Consultative Forum, from time to time, relating to familiarity with, and respect for, Aboriginal Tradition as it applies to the Land."

13. Clause 10.1 – Grant of Township Sublease

Clause 10.1 is amended by inserting the words "it uses its best endeavours to see that" at the beginning of paragraph (a)(iii), such that clause 10.1 now reads as follows:

"10.1 Grant of Township Sublease

- (a) Subject to the provisions in this clause 10, the Land Trust acknowledges that the EDTL may grant Township Subleases provided that the EDTL ensures that:
 - (i) the term of any Township Sublease (including any options) does not exceed the balance of the Term then remaining (including any extension under clause 28) less 1 day;
 - (ii) the Township Sublease is granted in accordance with the requirements of this Lease;
 - (iii) it uses its best endeavours to see that each Sublessee observes and complies with its obligations under its Township Sublease; and
 - (iv) subject to clause 10.1.1, all Township Subleases are granted on a commercial basis applying sound business principles, taking into account the general purpose of this Lease as set out in paragraph

C of the Background, and the specific purpose of the relevant Township Sublease.

- (b) Clause 10.1(a) does not prevent the grant of a Township Sublease which includes an option to renew that is conditional on the extension or renewal of this Lease under clause 28."

14. Clause 10.2 – Grant of Township Licence

Clause 10.2 is amended by inserting the words "it uses its best endeavours to see that" at the beginning of paragraph (a)(iii), such that clause 10.1 now reads as follows:

"10.2 Grant of Township Licence

- (a) Subject to the provisions in this clause 10, the Land Trust acknowledges that the EDTL may grant Township Licences provided that the EDTL ensures that:

- (i) the term of any Township Licence (including options) does not exceed the balance of the Term (including any extension under clause 28) then remaining less 1 day;
- (ii) the Township Licence is granted in accordance with the requirements of this Lease;
- (iii) it uses its best endeavours to see that each Licensee observes and complies with its obligations under its Township Licence; and
- (iv) subject to clause 10.11, all Township Licences are granted on a commercial basis applying sound business principles, taking into account the general purpose of this Lease, as set out in paragraph C of the Background, and the specific purpose of the relevant Township Licence.

- (b) Clause 10.2(a) does not prevent the grant of a Township Licence which includes an option to renew that is conditional on the extension or renewal of this Lease under clause 28."

15. Clause 10.3 – Copy of Township Sublease, Underlease and Township Licence

Clause 10.3 is deleted and replaced with new clauses 10.3(a), (b) and (c), such that clause 10.3 now reads as follows:

"10.2 Copy of Township Sublease, Underlease and Township Licence

- (a) Subject to clause 10.3(b), the EDTL must provide a copy of the notice of registration of a Township Sublease or Underlease to the Land Trust:

- (i) for a Township Sublease, within 10 Business Days of registration; and
- (ii) for an Underlease, within 10 Business Days of receipt of the notice of registration,

or such other period as agreed by the Parties.

- (b) Notwithstanding clause 10.3(a), the EDTL must provide a copy of any Township Sublease or Underlease requested by the Land Trust to the Land Trust within 14 Business Days of such request.

- (c) The EDTL must provide a copy of each Township Licence received by the EDTL to the Land Trust within 10 Business Days of receipt or such other period as agreed by the Parties."

16. Clause 10.4 – Amendments and termination

Clause 10.4 is amended to read as follows:

"10.4 Amendments

The Land Trust may, by written direction to the EDTL, demand that the EDTL amend any Township Sublease or Township Licence not granted in accordance with this Lease. The EDTL must amend any Township Sublease or Township Licence not granted in accordance with this Lease if directed to do so by the Land Trust."

17. Clause 10.5 – Fit and proper

Clause 10.5 is amended by amending paragraphs (a), (b), (c), (d) and (e), such that clause 10.5 will now read as follows:

"10.5 Fit and proper

- (a) Subject to clause 10.5(d), the EDTL must not grant a Township Sublease to any person unless satisfied that the applicant is a Fit and Proper Person.

- (b) For the purposes of clause 10.5(a), the EDTL must obtain, and may rely upon, a national police record check from the Relevant Authority to determine whether a person is a Fit and Proper Person.

- (c) References in this clause 10.5 to an applicant not being a Fit and Proper Person are, where the applicant is a body corporate, references to any director or other person concerned in the management of the body corporate not being a Fit and Proper Person.

- (d) Clauses 10.5(a), 10.5(b) and 10.5(c) do not apply:

- (i) in respect of the grant of a Township Sublease to a Government Agency; or
- (ii) if the applicant of a Township Sublease is a body corporate, to the extent that any director or person concerned in the management of the body corporate does not intend to work or reside in the Township.

- (e) The EDTL must ensure that each Township Sublease includes a provision that:

- (i) precludes a Sublessee's employees, agents, contractors and officers from entering or remaining in the Township unless they are Fit and Proper Persons; and

- (ii) obliges a Sublessee to ascertain whether the Sublessee's employees, agents, contractors and officers who intend to enter or remain in the Township are Fit and Proper Persons by following substantially the same procedures set out in clauses 10.5(a), 10.5(b) and 10.5(c)."

18. Clause 10.6 – Residential Subleases

Clause 10.6(f) is amended by inserting the word "relevant" before the words "Consultative Forum", such that clause 10.6 will now read as follows:

"10.6 Residential Subleases

The EDTL may only grant a Residential Sublease to:

- (a) a Traditional Person;
- (b) a Permanent Resident;
- (c) a person employed to work in the Township, or to carry out activities in relation to the Township;
- (d) a Government Agency;
- (e) a Housing Authority; or
- (f) any other person in accordance with general guidelines developed by the relevant Consultative Forum."

19. Clause 10.7 – Respect for Aboriginal Tradition

Clause 10.7(b)(i) is amended by inserting the word "relevant" before the words "Consultative Forum", such that clause 10.7 will now read as follows:

"10.7 Respect for Aboriginal Tradition

- (a) The EDTL must make reasonable efforts to ensure that all Sublessees and Licensees are familiar with, and show respect for, Aboriginal Tradition as it applies to the Land.
- (b) The EDTL will not be in breach of this clause 10.7:
 - (i) if the EDTL provides each Sublessee and Licensee with written information developed in conjunction with the relevant Consultative Forum and the Land Trust; and
 - (ii) the EDTL receives a written acknowledgment from each Sublessee and Licensee stating that the Sublessee has read and understood the information provided.
- (c) References in this clause 10.7 to Sublessees or Licensees are, where the Sublessee or Licensee is a body corporate, references to any director or other person concerned in the management of the body corporate."

20. Clause 13.1 – Permitted Use

Clause 13.1 is amended by amending paragraph (a) and deleting paragraph (b), such that clause 13.1 will now read as follows:

"13.1 Permitted Use

The EDTL must only use the Township for those purposes that are permitted under the Planning Scheme and any Laws that regulate the use of the Township (Permitted Use)."

21. Clause 13.6 – Sacred Sites

Clause 13.6 is amended by deleting paragraphs (a) and (b), such that clause 13.6 will now read as follows:

"13.6 Sacred Sites

- (a) All Works on and use of the land in the Township must be carried out in accordance with an Authority Certificate.
- (b) The EDTL can rely upon and will not otherwise be in breach of this clause 13.6 if it undertakes any Works permitted by, and in accordance with, an Authority Certificate.
- (c) If the *Northern Territory Aboriginal Sacred Sites Act 1989 (NT)* is repealed or amended to the extent that no Government Agency is responsible for regulating Works on, or any use of the land that that may affect, damage or interfere with Sacred Sites, then the EDTL must:
 - (i) consult with the Custodians of Sacred Sites on or in the vicinity of the land that may be affected by the proposed use or Works; and
 - (ii) complete any Works and use the land with respect and consideration to any Sacred Sites that may be affected,
 so as to prevent any harm or damage to, or interference with those Sacred Sites.
- (d) The Parties acknowledge that all Information relating to Sacred Sites is Confidential Information and may only be disclosed with the express permission of the Custodian for that Sacred Site."

22. Clause 13.10 – Roads

Clause 13.10 is amended to read as follows:

"13.10 Roads

The Parties acknowledge that the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to the use of public roads should apply to all roads in the Township generally used by occupants of the Township, and will make no objection or claim to compensation if those Laws do apply."

23. Clause 13.1 – Signage

Clause 13.11 is deleted.

24. Clause 13.11 – Nuisances

Clause 13.11(b) is amended by deleting the clause reference “13.12” and replacing it with “13.11”, such that clause 13.11 will now read as follows:

“13.11 Nuisances

- (a) The EDTL must not at any time during the Term:
- (i) use, exercise, carry on or permit or suffer to be used, exercised or carried on in or on the Township any noxious or offensive act, trade, business, occupation or calling; or
 - (ii) do or omit or permit or suffer to be done or omitted any act, matter or thing in, on or about the Township which is or may become an annoyance, nuisance, grievance or disturbance to any other occupier or owner of adjacent property.
- (b) The Parties agree that the proper use of the Township for the Permitted Use will not be a breach of this clause 13.11.”

25. Clause 14.2 – Amendments to Designated General Access Areas

Clause 14.2 is amended by inserting the word “relevant” before the words “Consultative Forum”, such that clause 14.2 will now read as follows:

“14.2 Amendments to Designated General Access Areas

The EDTL may only amend the Designated General Access Areas after consultation with the relevant Consultative Forum.”

26. Clause 14.4 – Rules for use of Designated General Access Areas

Clause 14.4(b) is amended by inserting the word “relevant” before the words “Consultative Forum”, such that clause 14.4 will now read as follows:

“14.4 Rules for use of Designated General Access Areas

- (a) Without limiting the powers of the EDTL under clause 14.3(c), the EDTL may make rules about the use of all or any Designated General Access Areas. Such rules may:
- (i) restrict access to a Designated General Access Area where the EDTL reasonably considers it necessary to do so for reasons of public amenity, health or safety;
 - (ii) proscribe or limit any use of a Designated General Access Area where the EDTL reasonably considers that use interferes, or might interfere, with the use and enjoyment of the Designated

General Access Area by other persons permitted to use that area in accordance with this Lease; and

- (iii) reflect the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to use of public roads, parks, foreshores and other areas even where those general Laws do not apply to these areas of the Township.
- (b) The EDTL must consult with the relevant Consultative Forum before making any rules referred to in clause 14.4(a). The EDTL must ensure that any such rules are advertised or otherwise published in the Township so as to bring the rules to the public attention.

27. Clause 15.1 – Northern Territory Planning Scheme and Law to apply

Clause 15.1 is amended by amending paragraph (a) and inserting new paragraphs (b), (c) and (d), such that clause 15.1 will now read as follows:

“15.1 Northern Territory Planning Scheme and Law to apply

- (a) The EDTL is not permitted to undertake any Development or Construction of any Building other than in accordance with the Planning Scheme and any applicable Laws.
- (b) To the extent it is necessary for the proposed Development or Construction, the Land Trust and the Land Council authorise the EDTL and the EDTL’s agents and contractors to apply for any consent required under the Planning Scheme and any applicable Laws for the purpose of undertaking any Development or Construction in the Township. The Land Trust and the Land Council also undertake to provide the EDTL, at the EDTL’s cost, with such further written authorisation as may be necessary for the purposes of this clause 15.1.
- (c) The EDTL must consult with the relevant Consultative Forum before applying for any consent required under the Planning Scheme and any applicable Laws for the purpose of undertaking any Development or Construction in the Township.
- (d) Where no Planning Scheme applies to the Township, the EDTL must have due regard to any planning guidelines or directions developed by the relevant Consultative Forum, from time to time, for any Development in the Township.”

28. Clause 15.2 – Subdivision and consolidation

Clause 15.2(b) is amended by inserting the word “relevant” before the words “Consultative Forum”, such that clause 15.2 will now read as follows:

“15.2 Subdivision and consolidation

- (a) The EDTL may only:
- (i) subdivide any area of land in the Township; or
 - (ii) consolidate any areas of land in the Township,

in accordance with the Planning Scheme and any applicable Laws.

- (b) Where no Planning Scheme applies to the Township, the EDTL must have due regard to any subdivision or consolidation guidelines developed by the relevant Consultative Forum, from time to time, for:

- (i) the subdivision of any area of land in the Township; or
- (ii) the consolidation of any areas of land in the Township."

29. Clause 17.2 – Asbestos

Clause 17.2 is amended by inserting the sentence "The provisions of this clause 17.2 do not limit the EDTL's rights against Third Parties" at the end of paragraph (b), such that clause 17.2 now reads as follows:

"17.2 Asbestos

- (a) Without limiting the generality of clause 13.4, the EDTL covenants that during the Term it will at its own cost comply with or procure compliance with all Asbestos Legislation (including all notices and orders served pursuant to any Asbestos Legislation) which relates to any repairs, improvements, demolition or other structural work undertaken by the EDTL.

- (b) The EDTL acknowledges that it will not be entitled to claim any damages, costs or compensation from the Land Trust or the Land Council as a result of asbestos being present on the Land or located in any Improvement. The provisions of the clause 17.2 do not limit the EDTL's rights against Third Parties."

30. Clause 17.3 – Contamination

Clause 17.3 is amended by inserting the sentence "The provisions of this clause 17.3 do not limit the EDTL's rights against Third Parties" at the end of clause 17.3, such that clause 17.3 now reads as follows:

"17.3 Contamination

The EDTL acknowledges that it will not be entitled to claim any damages, costs or compensation from the Land Trust or the Land Council as a result of Contamination being present on the Land or located in any Improvement. The provisions of this clause 17.3 do not limit the EDTL's rights against Third Parties."

31. Clause 18.1 – Risk

Clause 18.1 is amended by amending the first sentence of the clause, such that clause 18.1 will now read as follows:

"18.1 Risk

In accordance with the releases in clauses 18.3(a) and 18.3(b), the EDTL:

- (a) uses and occupies the Township;
- (b) uses the Land Trust Improvements; and

- (c) all Services,

at the EDTL's own risk."

32. New clause 19.11 – Sublessee/Licensee insurance

A new clause 19.11 is inserted as follows:

"19.11 Sublessee/Licensee insurance

- (a) The EDTL does not need to insure or self-insure for loss, destruction or damage to any property in the Township where and to the extent any Improvements and/or Services are the subject of a Township Sublease or Township Licence which requires the Sublessee or Licensee (as applicable) to effect and maintain insurance for loss, destruction or damage to those Improvements and/or Services.

- (b) The EDTL must obtain a certificate of currency from a Sublessee or Licensee (as applicable) not less than once every 12 months during the term of the Township Sublease or Township Licence, as the case may be, to evidence the currency of the insurances referred to in clause 19.11(a).

- (c) For the avoidance of doubt, this clause 19.11 shall not relieve the EDTL from its obligations under clause 18."

33. Clause 21.1 – Establishment of the Consultative Forum

Clause 21.1 is deleted.

34. Clause 21.2 – Purpose of the Consultative Forum

Clause 21.2 is deleted.

35. Clause 21.3 – Land Council nominees to consult with traditional Aboriginal owners

Clause 21.3 is deleted.

36. New clause 21.1 – Establishment of Angurugu Consultative Forum

A new clause 21.1 is inserted as follows:

"21.1 Establishment of Angurugu Consultative Forum

- (a) The Land Trust and the EDTL must establish an Angurugu Consultative Forum comprising nominees of both the Land Trust and the EDTL with a majority of the members being nominated by the Land Trust.
- (b) Nominees of the Land Trust must be endorsed by the land trustee representing the land owning group for Angurugu.
- (c) The purpose of the Angurugu Consultative Forum is to:

- (i) Facilitate communications and to discuss land use and other issues arising in relation to the performance of this Lease so far as they relate to Angurugu having regard to the interests of the Land Trust, the traditional Aboriginal owners and other legitimate community interests;
- (ii) To undertake other functions as provided under this Lease; and
- (iii) Perform other functions as agreed by the Parties from time to time.
- (d) The members of the Angurugu Consultative Forum who are nominees of the Land Trust will consult with traditional Aboriginal owners of Angurugu and other residents of Angurugu in relation to the business of the Angurugu Consultative Forum."

37. New clause 21.2 – Establishment of Umbakumba Consultative Forum

A new clause 21.2 is inserted as follows:

"21.2 Establishment of Umbakumba Consultative Forum

- (a) The Land Trust and the EDTL must establish an Umbakumba Consultative Forum comprising nominees of both the Land Trust and the EDTL with a majority of the members being nominated by the Land Trust.
- (b) Nominees of the Land Trust must be endorsed by the land trustee representing the land owning group for Umbakumba.
- (c) The purpose of the Umbakumba Consultative Forum is to:
 - (i) Facilitate communications and to discuss land use and other issues arising in relation to the performance of this Lease so far as they relate to Umbakumba having regard to the interests of the Land Trust, the traditional Aboriginal owners and other legitimate community interests;
 - (ii) To undertake other functions as provided under this Lease; and
 - (iii) Perform other functions as agreed by the Parties from time to time.
- (d) The members of the Umbakumba Consultative Forum who are nominees of the Land Trust will consult with traditional Aboriginal owners of Umbakumba and other residents of Umbakumba in relation to the business of the Umbakumba Consultative Forum."

38. New clause 21.3 – Establishment of Milyakburra Consultative Forum

A new clause 21.3 is inserted as follows:

"21.3 Establishment of Milyakburra Consultative Forum

- (a) The Land Trust and the EDTL must establish an Milyakburra Consultative Forum comprising nominees of both the Land Trust and the EDTL with a majority of the members being nominated by the Land Trust.
- (b) Nominees of the Land Trust must be endorsed by the land trustee representing the land owning group for Milyakburra.
- (c) The purpose of the Milyakburra Consultative Forum is to:
 - (i) Facilitate communications and to discuss land use and other issues arising in relation to the performance of this Lease so far as they relate to Milyakburra having regard to the interests of the Land Trust, the traditional Aboriginal owners and other legitimate community interests;
 - (ii) To undertake other functions as provided under this Lease; and
 - (iii) Perform other functions as agreed by the Parties from time to time.
- (d) The members of the Milyakburra Consultative Forum who are nominees of the Land Trust will consult with traditional Aboriginal owners of Milyakburra and other residents of Milyakburra in relation to the business of the Milyakburra Consultative Forum."

39. Clause 21.4 – Power to bind the Parties

Clause 21.4(a) and clause 21.4(b) is amended such that clause 21.4 now reads as follows:

"21.4 Power to bind the Parties

- (a) A Consultative Forum does not have the power to bind the Parties to this Lease.
- (b) A member of a Consultative Forum does not have the power to bind the Party who appointed him or her."

40. Clause 21.5 – Conduct of a Consultative Forum

Clause 21.5(a) and clause 21.5(b) are amended and clause 21.5(c) is deleted, such that clause 21.5 now reads as follows:

"21.5 Conduct of the a Consultative Forum

- (a) Meetings of a Consultative Forum are to be convened and conducted in accordance with the Consultative Forum Rules made by agreement of the Land Council and the EDTL and amended from time to time by the Consultative Forum.
- (b) The costs of a Consultative Forum will be born by the EDTL as Operating Expenses."

41. Clause 21.6 – Consultative Forum can assist resolution of disputes

Clause 21.6(a) is amended such that clause 21.6 now reads as follows:

"21.6 Consultative Forum can assist resolution of disputes"

- (a) If requested, a Consultative Forum may assist the Parties to resolve any dispute by any reasonable means.
- (b) The Consultative Forum may, or may not, agree to assist the Parties in its absolute discretion and does not need to provide a reason if it declines to assist.
- (c) The Consultative Forum may decide, in its absolute discretion, how it may assist the Parties resolve a dispute referred to the Consultative Forum pursuant to this clause 21.6.
- (d) Either Party to a dispute can notify the Consultative Forum that its assistance in resolving a dispute is no longer required. Following receipt of such notice, the Consultative Forum must cease assisting the Parties under this clause 21.6 and has no further obligation in relation to the dispute."

42. New Clause 21.7 – Whole of Township Consultative Forum

A new clause 21.7 is inserted as follows:

"21.7 Whole of Township Consultative Forum

Where a matter affects more than one community, either Party can convene a meeting of a Consultative Forum representing the whole Township (Township Consultative Forum). The Township Consultative Forum shall consist of:

- (a) An equal number of members from each of the Angurugu Consultative Forum, the Umbakumba Consultative Forum and the Miliyakburra Consultative Forum, with at least two members from each Consultative Forum; and
- (b) The Chairman of the Land Council or his or her nominee."

43. Clause 21.8 – Relevant Consultative Forum

A new clause 21.8 is inserted as follows:

"21.8 Relevant Consultative Forum

References in this Lease to the relevant Consultative Forum mean:

- (a) if the matter or thing relates to Angurugu, the Angurugu Consultative Forum;
- (b) if the matter or thing relates to Umbakumba, the Umbakumba Consultative Forum;
- (c) if the matter or thing relates to Miliyakburra, the Miliyakburra Consultative Forum; or
- (d) if the matter or thing relates to the whole of the Township and a Township Consultative Forum has been convened under clause 21.7, the Township Consultative Forum."

44. New clause 23.9 – Opportunity to transfer or surrender before termination

A new clause 23.9 is inserted as follows:

"23.9 Opportunity to transfer or surrender before termination

- (a) Notwithstanding any other provision of this Lease, the Land Trust must not terminate this Lease without first issuing a notice of intention to terminate and allowing the EDTL, at the EDTL's cost, a reasonable period of time to transfer the Lease (at the EDTL's cost) to another Approved Entity or to surrender the Lease. The Land Trust and Land Council must cooperate to facilitate such a transfer or surrender.
- (b) If the Lease is so transferred, the Land Trust may not terminate the Lease for the Default Event or Termination Event the subject of the notice of intention to terminate.
- (c) If the Lease is surrendered, the Land Trust may not terminate any Township Subleases, which will then be held from the Land Trust, except in accordance with their terms.
- (d) The EDTL must pay to the Land Council on demand an amount equal to any reasonable costs incurred by the Land Trust and the Land Council to facilitate such a transfer or surrender."

45. New clause 23.10 – Terms of surrender

A new clause 23.10 is inserted as follows:

"23.10 Terms of surrender

Notwithstanding any other provision of this Lease, including without limitation clauses 23.9 and 25, no surrender of this Lease is permitted unless such surrender is on terms reasonably acceptable to the Parties."

46. Clause 26 – Review of Lease

Clauses 26(a), 26(b) and 26(c) are amended by inserting the word "Township" before the words "Consultative Forum", and inserting the words "be convened under clause 21.1 to" before the words "review the operation of this Lease" in clause 26(a), such that clause 26 now reads as follows:

"26. Review of Lease

- (a) The Parties agree that a Township Consultative Forum will be convened under clause 21.7 to review the operation of this Lease (Review):
 - (i) on the 5th anniversary of the Commencement Date;
 - (ii) every 10th anniversary of the Commencement Date;
 - (iii) on the issue of a Notice to Extend under clause 28.1(a); and
 - (iv) as otherwise determined by the Consultative Forum, from time to time.

(b) As part of the Review, the Township Consultative Forum may make recommendations to the Parties relating to changes to the Lease.

(c) The Parties agree to give due consideration to any recommendation of the Township Consultative Forum made in accordance with clause 26(b).²

47. Clause 28.1 – Option to Extend

Clauses 28.1(b)(i) and 28.1(c)(ii)(A) are amended by inserting the word "Township" before the words "Consultative Forum", such that clause 28.1 now reads as follows:

"28.1 Option to Extend

- (a) If:
- (i) a Further Term is set out in Item 7 of the Schedule; and
 - (ii) the EDTL intends to extend this Lease for that Further Term commencing upon the expiration of the Term granted by clause 2.1(a),
- the EDTL may issue a notice to the Land Trust of that intent (Notice to Extend) in accordance with clause 28.1(b).

(b) The EDTL may issue a Notice to Extend under clause 28.1(a):

- (i) at any time before the first day of the sixteenth year of the Term with the agreement of the Township Consultative Forum; or
- (ii) at any time from the first day of the sixteenth year of the Term (but not less than 6 months and 1 day prior to the expiration of the Term granted by clause 2.1(a)).

(c) If:

- (i) the EDTL has issued a Notice to Extend under clause 28.1(a); and

(ii) either:

- (A) the Township Consultative Forum has reviewed the operation of this Lease in accordance with clause 26(a)(iii); or
- (B) 6 months has passed since the EDTL issued the Notice to Extend; and

- (iii) any Default Event under this Lease by the EDTL prior to issue of the Notice to Extend which has been notified to the EDTL by a Default Notice has been either waived or rectified or in the case of a negative covenant, has been discontinued,

then the Term is extended by the Further Term.

(d) The Term can be extended under this clause 28.1 once only.

(e) An extension of the Term under this clause 28.1 is to be documented by way of a variation of this Lease in registrable form.

48. Clause 28.2 – Renewal of Lease

Clause 28.2 is amended by deleting the number "20" and replacing it with the number "30", such that clause 28.2 now reads as follows:

"28.2 Renewal of Lease

The Parties agree to negotiate in good faith for the renewal of this Lease not later than 30 years before the end of the Term."

49. New Clause 32 – Reporting Income and Operating Expenses

A new clause 32 is inserted as follows:

"32 Reporting Income and Operating Expenses

The EDTL must, as soon as practical after each Lease Year, provide a report that sets out the Income the EDTL received and the Operating Expenses the EDTL incurred during the immediately preceding Lease Year."

Executed as a Deed.

The Common Seal of Anindilyakwa Land Trust was hereunto affixed by a duly authorised member of the staff of the Anindilyakwa Land Council pursuant to section 4(5) of the Aboriginal Land Rights (Northern Territory) Act 1976 upon written authority of the Anindilyakwa Land Trust dated the day of 2015 and signed by:

Eric Wurrumara
Signature of member

Eric Wurrumara
Name (please print)

P. Moworike
Signature of member

Phillip Moworike
Name (please print)

being respectively the Chairman and two(2) other members of the Anindilyakwa Land Trust

Executed by the Executive Director of Township Leasing for and on behalf of the Commonwealth of Australia as an 'approved entity' within the meaning of the Aboriginal Land Rights (Northern Territory) Act 1976 (Cth) in the presence of:

[Signature]
Signature of witness

Michael Collins
Name of witness (please print)
Level 5, Jacana House
39-41 Woods St, Darwin NT 0800
08 8928 6167

Upon the Anindilyakwa Land Council being satisfied of the requirements contained in subsection 19A(2) of the Aboriginal Land Rights (Northern Territory) Act 1976, the Anindilyakwa Land Council directs the Anindilyakwa Land Trust to enter this deed. The common seal of the Anindilyakwa Land Council was hereunto affixed in accordance with the provisions of the Aboriginal Land Rights (Northern Territory) Act 1976 in the presence of:

Alfred Moworike
Signature of member

[Signature]
Name of member (please print)

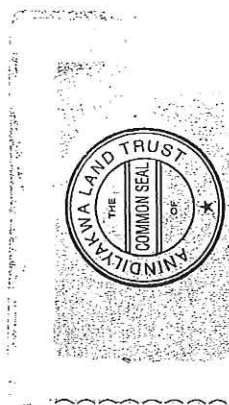
Lionel Jaragba
Signature of member

[Signature]
Name (please print)



[Signature]
Signature of Chairman

[Signature]
Name (please print)



Barabara Maminayakanga
Signature of Chairman

Barabara Maminayakanga
Name (please print)

Lionel Jaragba
Name (please print)

[Signature]
Signature of Executive Director of Township Leasing

[Signature]
Name (please print)
Greg Roche
Executive Director Township Leasing
Level 5, Jacana House
39-41 Woods St, Darwin NT 0800
08 8928 6114

