

Land Title Act  
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA

<b>U</b>	<b>L</b>	No: _____
<b>S</b>	<b>L</b>	No: <u>885786</u>

Commissioner of Territory Revenue use only  
(NOTE 1)

**IMPORTANT NOTICE**

Please Note Privacy Statement Overleaf

**SUBLEASE**

The owner of the lease subleases to the tenant the estate and interest in the land described and the tenant accepts this sublease of the land for the term and at the rent stipulated and subject to the covenants and conditions contained below or on the back of this document and acknowledges the amount payable or other consideration for the lease.

(NOTES 2  
-3)

ESTATE AND  
INTEREST

Lease being subleased: 315941  
Number: \_\_\_\_\_

(NOTE 4)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	381	044	NT Portion	1798	S85/080	N/A

(NOTE 5)

INTEREST BEING  
SUBLEASED

NT Portion 7584(A) being part of NT Portion 1798 described in Item 8 of the Schedule and shown on the plan S2016/098 in Annexure 1 of this sublease.

(NOTE 6)

MARKET RENT UNDER THE  
SUB-LEASE

~~See clause 11 of this sublease~~  
NIL

GST AMOUNT  
NIL

~~See clause 13 of this sublease~~

(NOTE 7)

OTHER CONSIDERATION

~~See clause 12 of this sublease~~  
NIL

GST AMOUNT  
NIL

~~See clause 13 of this sublease~~

(NOTE 8)

OWNER OF THE LEASE

Director of National Parks ABN 13 051 694 963  
Address: GPO Box 787 Canberra ACT 2601

(NOTE 8)

TENANT

Name: Executive Director of Township Leasing  
Address: GPO Box 3671 Darwin NT 0801

(NOTE 9)

TENANCY

Sole Tenant

(NOTE 10)

TERM OF  
SUBLEASE

Commencing:	Expiring:	Right of Renewal:
16 March 2017	24 October 2084	See clause 7 of this sublease <u>NA</u>

(NOTE 11)

CONSENTS

Ministerial Consent

(NOTE 12)

**SEE EXECUTION CLAUSE ON PAGES 56-57**  
SIGNED by the Owner

on (Date) .....  
In the presence of: .....

Signature of qualified witness .....

Full name of qualified witness .....

Witness contact address/phone number .....

**SEE EXECUTION CLAUSE ON PAGES 56-57**  
SIGNED by the Tenant

on (Date) .....  
In the presence of: .....

Signature of qualified witness .....

Full name of qualified witness .....

Witness contact address/phone number .....

(NOTE 13)

Registered on 13-04-17 At CR:SS

## CONSENT OF INTEREST HOLDERS

Instrument type: .....

Instrument type: .....

Instrument No: .....

Instrument No: .....

Name of Parties: .....

Name of Parties: .....

I the registered proprietor of the interest shown above consent to the registration of this instrument.

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed: .....

Signed: .....

(Date): .....

(Date): .....

In the presence of:

In the presence of:

Name of Qualified Witness: .....

Name of Qualified Witness: .....

Address or Telephone No.: .....

Address or Telephone No.: .....

## COVENANTS

It is hereby covenanted by and between the owner of lease and the tenant as follows;

- ☐ To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No.
- ☐ The conditions and covenants implied by Sections 117 & 119 *Law of Property Act* shall/shall not apply. (delete one)
- ☐ To comply with the provisions annexed to this lease.

## SCHEDULE OF NOTES

1. A sub-lease signed on or after 1 July 2007 is required to be stamped by the Commissioner of Territory Revenue where there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate and may be adapted for an underlease. The original must be typed or completed in ink or biro. The duplicate and triplicate may be copies of the original but the signatures of all parties and their witnesses must be in ink or biro on all copies. If the words "owners" and "tenant" are considered inappropriate other words (lessor/lessee) may be used. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Insert the number of the Lease being sub-leased or under-leased.
5. Volume and Folio references must be given together with a description of the location and lot number, unit number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
6. Insert whole of the land or if part of a lot the instrument of lease must also include a sketch plan identifying the part of the lot drawn to a standard to the Registrar-General's satisfaction, if required by the Registrar-General, a plan of survey identifying the part of the lot; or if required by the *Planning Act*, consent under Part 5 of the *Planning Act*.
7. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the sub-lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A sub-lease for other consideration must show the imprint of the Commissioner of Territory Revenue. For the GST amount, if the sub-lease is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided. Show the words "Nil" or "Not applicable" if not subject to rent or other consideration.
8. Insert full name of the owner of the lease (namely the tenant under the head lease and not the proprietor of the land). Address is not required.
9. Insert full name of the tenant and an address for the service of notices. The address can be a postal address.
10. If two or more tenants, state whether as joint tenants or tenants in common. If tenants in common, specify shares. If no tenancy is stated, the Registrar-General must register the co-owners as tenants in common pursuant to Section 57(2) of the *Land Title Act*.
11. Details of dates of commencement and expiry must be shown. If there is a right of renewal, show "Yes" (if not) "No".
12. Consents by mortgagee should be provided. A lease or amendment of a lease executed after registration of a mortgage of a lot is valid against the mortgagee only if the mortgagee consents to the lease or amendment before its registration. A lease which has not been consented to by a prior mortgagee will not be protected in the event of the mortgagee exercising the power of sale.
13. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the *Legal Profession Act*, a person holding office under the *Supreme Court Act*, the *Justices Act*, the *Local Court Act* or the *Registration Act*, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the *Agents Licensing Act*, a Notary Public and any other person approved by the Registrar-General.

A witness to an instrument executed by an individual must first:

- take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
- have the individual execute the document in the presence of the witness;
- not be a party to the instrument; and
- if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).

After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.

For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the *Law of Property Act*, Section 48.

For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the *Land Title Act* and the Registrar-General's Directions.

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## PRIVACY STATEMENT – LAND REGISTER FORMS

The Registrar-General's Office is authorised by the *Land Title Act* to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The NT Government also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.



MINISTER FOR INDIGENOUS AFFAIRS

Reference: MS17-000368

Mr David Ross  
Chief Executive Officer  
Central Land Council  
PO Box 3321  
ALICE SPRINGS 0871

Dear Mr Ross 

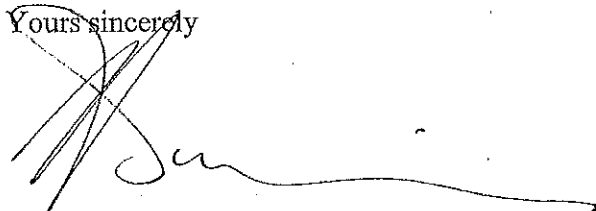
Thank you for the letter of 2 March 2017, seeking my approval under the *Aboriginal Land Rights (Northern Territory) Act* (Land Rights Act) in respect of the Mutitjulu Township Sublease.

I am satisfied from the information in your letter, and the letter you provided to the Director of National Parks with your consent under section 19(8) of the Land Rights Act, that the Central Land Council has complied with the provisions of section 23(3) of the Land Rights Act.

I give my approval, under subsection 27(3) of the Land Rights Act, for the Uluru-Katatjuta Land Trust and the Central Land Council to enter into the Mutitjulu Township Sublease, which may involve the receipt of an amount exceeding \$1 million.

I have copied this letter to the Executive Director of Township Leasing and the Director of National Parks.

Yours sincerely



NIGEL SCULLION

14/3 /2017



MINISTER FOR INDIGENOUS AFFAIRS

Reference: MC17-000368

Ms Sally Barnes  
Director of National Parks  
Parks Australia  
GPO Box 787  
CANBERRA ACT 2601

Dear Ms Barnes *Sally*

Thank you for your letter of 27 February 2017 about the proposed grant of a sublease by the Director of National Parks to the Commonwealth for a Township Sublease over Mutitjulu, to be held on behalf of the Commonwealth by the Executive Director of Township Leasing.

I am satisfied the Central Land Council has complied with relevant provisions of the *Aboriginal Land Rights (Northern Territory) Act 1976* (the Land Rights Act), and has provided you with their consent to grant the sublease under section 19(8) of the Land Rights Act. I give my consent to the proposed sublease to the Commonwealth under section 19(8) of the Land Rights Act.

I also agree under section 20CA(3) of the Land Rights Act to the Executive Director of Township Leasing entering into and administering the sublease on behalf of the Commonwealth.

I have copied this letter to the Central Land Council Chairman, Mr Francis Kelly, and Chief Executive Officer, Mr David Ross, and the Executive Director of Township Leasing, Mr Greg Roche.

Yours sincerely

*Nigel Scullion*  
NIGEL SCULLION

14/3 /2017

# Mutitjulu Township Sublease

Director of National Parks

and

Executive Director of Township Leasing

and

Uluru-Katatjuta Aboriginal Land Trust

and

Central Land Council

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## Schedule – Sublease particulars

Item:	Particulars:
1. <b>Date of this Sublease</b>	16 March 2017
2. <b>Sublessor</b>	<b>Director of National Parks</b> (ABN 13 051 694 963), a corporation established under section 514A of the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth)
3. <b>Sublessee</b>	<b>Executive Director of Township Leasing</b> (ABN 36 342 015 855), established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia
4. <b>Land Trust</b>	<b>Uluru-Katatjuta Aboriginal Land Trust</b> , established pursuant to subsection 4(1) of the Land Rights Act
5. <b>Land Council</b>	<b>Central Land Council</b> (ABN 71 979 619 393), established pursuant to section 21 of the Land Rights Act
6. <b>Park</b>	The Uluru-Kata Tjuta National Park proclaimed as such under the EPBC Act, being the land NT Portion 1798 from plan(s) S85/080 currently comprised in Northern Territory Certificate of Title Volume 381 Folio 44.
7. <b>Relevant Aboriginal Association</b>	has the meaning given to that term in the Head Lease and as at the Commencement Date is the <b>Mutitjulu Community Aboriginal Corporation (ICN 4611)</b> being the successor to Mutitjulu Community Incorporated.
8. <b>Township</b> (clause 1.1)	The area comprising the community of Mutitjulu, <sup>1121</sup> being the parcel of land in the Northern Territory with an area of <del>4424</del> hectares more or less, being Northern Territory Portion 7584(A), delineated on Survey Plan S2016/098 lodged with the Northern Territory Surveyor-General in Darwin, a copy of which is in Annexure 1. 
9. <b>Head Lease</b> (clause 1.1)	The lease of the Park (Registered No. 315941) between the Land Trust as lessor and Sublessor as lessee for a term of 90 years, 9 months and 25 days commencing on 1 January 1994 and expiring on 25 October 2084.
10. <b>Reservations</b>	See clause 2 and Annexure 2.
11. <b>Permitted Use</b>	See clauses 1.1 and 14.1.
12. <b>Commencement Date</b> (clause 1.1)	16 March 2017

13.	<b>Term</b> (clause 1.1)	67 years, 7 months and 8 days expiring on 24 October 2084.
14.	<b>Replacement Sublease</b>	See clause 7.
15.	<b>Holding Over</b>	See clause 8.
16.	<b>Review of Sublease</b>	See clause 26.
17.	<b>Transfer of Sublease to Township Entity</b>	See clause 9.
18.	<b>Sublease Payment</b>	See clause 11.1.
19.	<b>Operating Expenses</b>	See clause 11.2.
20.	<b>Rates, Taxes &amp; Charges</b>	See clause 12
21.	<b>Insurance</b>	See clause 23.
22.	<b>Governing law and jurisdiction</b>	Northern Territory
23.	<b>Notices</b> (clause 31.14)	If to the Sublessor:  Director of National Parks GPO Box 787 Canberra ACT 2601
		If to the Sublessee:  The Executive Director of Township Leasing Level 5 Jacana House 39-41 Woods Street Darwin NT 0800
		If to the Land Trust:  The Chairman Uluru-Katatjuta Aboriginal Land Trust c/- Central Land Council PO Box 3321 ALICE SPRINGS NT 0871

	<p>If to the Land Council:</p>
--	--------------------------------

Central Land Council

PO Box 3321

ALICE SPRINGS NT 0871

# Muġitjulu Township Sublease

## Parties

1. The party described in Item 2 of the Schedule (“the **Sublessor**”)
  2. The party described in Item 3 of the Schedule (“the **Sublessee**”)
  3. The party described in Item 4 of the Schedule (“the **Land Trust**”)
  4. The party described in Item 5 of the Schedule (“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 Park, which includes the Township.
- B. The Land Trust granted the Head Lease of the Park to the Sublessor.
- C. The Parties have agreed that the area that comprises the Township will be subleased by the Sublessor to the Sublessee.
- D. The Land Council may, at any time during the Term, direct that the Sublessee transfer this Sublease to a Township Entity.
- E. The Land Council has consented to the grant of this Sublease pursuant to subsection 19(8) of the Land Rights Act.
- F. The Minister has consented to the grant of this Sublease pursuant to subsection 19(8) of the Land Rights Act.
- G. The Land Council is satisfied that:
  - (a) the traditional Aboriginal owners of the Park understand the nature and purpose of this Sublease and, as a group, consent to it;
  - (b) any Aboriginal community or group that may be affected by this Sublease has been consulted and has had adequate opportunity to express its view to the Land Council; and
  - (c) the terms and conditions of this Sublease are reasonable.
- H. The Land Council has received the approval of the Minister to enter into, and permit the Land Trust to enter into, this Sublease, as required by subsection 27(3) of the Land Rights Act.
- I. The Sublessee is a person authorised under paragraph 20C(ac) of the Land Rights Act to enter into subleases and under paragraph 20C(ad) of the Land Rights Act to administer such subleases acquired by the Commonwealth under subsection 20CA(2) of the Land Rights Act, including administering other rights and interests derived from such subleases, in accordance with their terms and conditions.
- J. The Sublessor, in its capacity as the lessee of the Head Lease, requested the Minister’s agreement to the Executive Director of Township Leasing entering

into this Sublease on behalf of the Commonwealth and administering this Sublease under subsection 20CA(2) of the Land Rights Act.

- K. The Minister agreed to the Sublessor's request made under subsection 20CA(2) of the Land Rights Act.
- L. The Land Trust consents to the grant of this Sublease under subclause 8(2) of the Head Lease.
- M. The Board of Management has approved the grant of this Sublease under the Management Plan.
- N. The Parties record their acknowledgement that they consider the grant of this Sublease, and the activities contemplated by it, to be in accordance with the Management Plan.
- O. The Sublessor grants and the Sublessee accepts a grant of sublease of the Township on the terms set out in this Sublease.

## Part 1 - Preliminary

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### Agreed terms

#### 1. Definitions and interpretation

##### 1.1 Definitions

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

**Aboriginal** means a person who is a member of the Aboriginal race of Australia;

**Aboriginal Land Act** means the *Aboriginal Land Act 1978* (NT);

**Aboriginal land Permit** means a permit granted under section 5 of the Aboriginal Land Act;

**Aboriginal Tradition** means the body of traditions, observances, customs and beliefs of Aboriginals or of a community or group of Aboriginals, and includes those traditions, observances, customs and beliefs as applied in relation to particular persons, sites, areas of land, things or relationships;

**Aboriginals Benefit Account** means the account referred to in section 62 of the Land Rights Act;

**Annexure** means an annexure to this Sublease;

**Approval** means any permit, licence, consent, grant, certificate, sealing or other approval obtained or required to be obtained from a Government Agency or any Relevant Authority exercising jurisdiction in relation to the Township or the use and occupation of the Township and includes any requisition, condition or requirement from a Government Agency or any other Relevant Authority exercising jurisdiction in relation to the Township;

**Background** means paragraphs A to O above entitled as such;

**Board of Management** means the Uluru-Kata Tjuta Board of Management established for the Park under section 377 of the EPBC Act;

**Building** has the meaning given to that term in the Planning Act;

**Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Alice Springs;

**Comcover** means the Australian Government's general insurance fund known as *Comcover*;

**CATSI Act** means the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

**Commencement Date** means the date specified in Item 12 of the Schedule;

**construct** has the meaning given to that term in the Planning Act;

**Consult** means to:

- (a) meet with, as reasonably requested by;
- (b) ask the views of;
- (c) listen to the views of; and
- (d) have regard to the views of, including taking account of the views, acting reasonably,

the body or person to be or being consulted;

**Consultative Forum** means the Consultative Forum established under clause 25.1;

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Cultural Heritage** means:

- (a) literary, artistic and performance works (including music, songs, dances, ceremonies, narratives, poetry, symbols and designs);
- (b) languages;
- (c) spiritual knowledge;
- (d) scientific, technical, agricultural and ecological knowledge (including cultigens, medicines and sustainable use of flora and fauna);
- (e) human genetic material (including DNA and tissues);
- (f) ancestral remains;
- (g) burial artefacts;
- (h) cultural environment resources (including Indigenous sites of significance); and

- (i) representation of Aboriginals in all media (including scientific and ethnographic research reports and papers, books, films, sound recordings, CD-ROM and other digital formats);

**Cure Period** means a reasonable period of time which does not exceed 60 days within which the Sublessee must cure a Default Event (other than a Financial Default) in accordance with clause 28.1(c), including any extensions of that period under clause 28.3(c);

**Cure Plan** means a plan by the Sublessee to remedy a Default Event which is proposed during the Cure Period and details a work plan setting out each task to be undertaken in order to rectify the Default Event and the time for each task to be completed;

**Custodian** means an Aboriginal who, by Aboriginal Tradition, has responsibility for a Sacred Site;

**Default Event** means:

- (a) a Financial Default;
- (b) a material failure by the Sublessee to comply with this Sublease;
- (c) a failure by the Sublessee to take all reasonable steps to enforce material provisions of any one or more Township Underleases; or
- (d) a failure by the Sublessee to take all reasonable steps to enforce material provisions of any one or more Township Licences;

**Default Notice** means a notice given under clause 28.1;

**Development**, in relation to land, means an activity that involves:

- (a) the establishment of, or a change in, the use of the land;
- (b) the subdivision or consolidation of the land, including Buildings or airspace; or
- (c) the carrying out of Works on or in relation to the land, including:
  - (i) excavation or land-filling;
  - (ii) the clearing of native vegetation;
  - (iii) the construction of a Building;
  - (iv) the construction or putting up for display of signs or hoardings;
  - (v) the construction or upgrading of roads and drains, other than:
    - (A) by a Government Agency or a Relevant Authority; or
    - (B) if the Works are carried out in pursuance of a statutory responsibility;
  - (vi) the construction or upgrading of hardstand car parking or landscaping; and



- (vii) any other operation that affects the physical character of the land;

Note: this definition equates with the definition of development in the Planning Act.

**Environment** includes the meaning given to that term at common law and in any Law in force in the Northern Territory, including any land, water, atmosphere, climate, sound, odours, tastes and the biological factors of animals and plants and the word **Environmental** has a corresponding meaning;

**Environmental Law** means any Law relating to the Environment, including any Law relating to land use, planning, pollution of air, water, soil or groundwater, chemicals, waste, the use of transport, the storage and handling of dangerous goods, the health or safety of any person, or any other matters relating but not limited to the protection of the Environment, health or property and includes the EPBC Act and the EPBC Regulations;

**EPBC Act** means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth);

**EPBC Regulations** means the *Environment Protection and Biodiversity Conservation Regulations 2000* (Cth);

**Existing Improvements** means all Improvements erected on or attached to the Township as at the Commencement Date;

**Existing right, title or other interest** means any right, title or other interest in the Township which existed immediately before the Commencement Date;

**Existing Services** means all Services in, on or connected to the Township as at the Commencement Date;

**Existing Services Provider** means each service provider who uses their occupation in the Township to provide Services to the Township;

**Final Sublease Year** means the period starting on 1 July immediately before the expiry of the Term or earlier determination of this Sublease and ending on the expiry of the Term or earlier determination of this Sublease;

**Financial Default** means a failure by the Sublessee to pay when due any money which the Sublessee is obliged to pay to the Sublessor or the Land Trust under this Sublease;

**Government Agency** means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;

**GST** has the meaning given to that term in the GST Act;

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Head Lease** means the head lease described in Item 9 of the Schedule;

**Housing Authority** means a government agency or statutory body that provides Social Housing services;

**Housing Provider** means a body, other than a Housing Authority, which is nominated by the Land Council and approved by the Territory to provide Social Housing services in the Township;

**Improvements** means all Buildings, structures, roads, fixtures, fittings, plant, equipment, partitions, signs or other materials or articles which are erected on or attached to the Township, but not including the Services;

**Income** means:

- (a) the amount of:
  - (i) all payments received or receivable by the Sublessee from the holders of Existing rights, titles or other interests, in relation to their or any other person's occupation, use or enjoyment of or access to the Township, any part of the Township or any Improvements or Services within the Township;
  - (ii) all payments received or receivable by the Sublessee from Township Underlessees, Township Licensees and other persons granted rights by the Sublessee in relation to their or any other person's occupation, use or enjoyment of or access to the Township, any part of the Township or any Improvements or Services within the Township;
  - (iii) all payments or amounts credited to the Sublessee or received or receivable by the Sublessee from any Government Agency in relation to their or any other person's occupation, use or enjoyment of or access to the Township, any part of the Township or any Improvements or Services within the Township,

and in the case of any pre-paid lease amount recognised as Income, it is to be recognised on a straight-line basis over the relevant term; and
- (b) any interest earned on an accruals basis by the Sublessee on amounts under paragraph (a); but
- (c) for the avoidance of doubt, does not include:
  - (i) unless paid to the Sublessee, the value of any Improvements or Services provided by the Commonwealth or any other person in the Township; or
  - (ii) money appropriated by the Commonwealth for the purposes of the Sublessee, or otherwise provided by the Commonwealth for the use of the Sublessee, other than payments referred to in paragraph (a)(iii);

**Insolvency Event** means, in relation to a Party, any one or more of the following events or circumstances:

- (a) being in liquidation or provisional liquidation or under administration;
- (b) having a controller or analogous person appointed to it or any of its property;
- (c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

- (d) being unable to pay its debts or being otherwise insolvent;
- (e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;
- (f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors; or
- (g) any analogous event or circumstance under the Laws of any jurisdiction, unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other Parties;

**Item** means an item specified in the Schedule;

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

**Law** means:

- (a) principles of law or equity established by decisions of courts;
- (b) statutes, regulations, ordinances or by-laws of the Commonwealth, a State, a Territory or any other Government Agency; and
- (c) requirements and approvals (including conditions) of the Commonwealth, a State, a Territory or any other Government Agency that have the force of law;

**Licensee** means any person who has been granted a Township Licence by the Sublessee and includes a sublicensee of that person;

**Master Plan** means a plan created pursuant to clause 15 of the Sublease;

**Management Plan** means the management plan from time to time in force for the Park under the EPBC Act which, at the Commencement Date, is the 5<sup>th</sup> *Uluru-Kata Tjuta National Park Management Plan 2010-2020*;

**Minister** means the Minister responsible for the Land Rights Act;

**Operating Expenses** means the costs of the Sublessee in administering this Sublease, and include:

- (a) the costs of the Sublessee undertaking functions, exercising powers and complying with its obligations under this Sublease;
- (b) the costs of the Sublessee complying with any other obligations under a Law in relation to the Township;
- (c) the costs of the Sublessee in preparing land for, and negotiating and granting, Township Underleases, Township Licences and other rights and interests in relation to occupation or use or enjoyment of or access to the Township; and
- (d) the costs of management of Township Underleases, Township Licences and other rights and interests (including Existing rights, titles or other interests) in relation to occupation or use or enjoyment of or access to

the Township, and undertaking functions, exercising powers and complying with obligations under them,

provided that any expense the subject of paragraph (a), (b), (c) or (d) in connection with a matter which provides benefits or rights to the Sublessee in or over future periods shall be allocated over the full duration of such periods and, in the case of capital costs, in each case recognised as an expense on a straight-line basis over the relevant term.

Operating Expenses include:

- (a) the direct costs of the Sublessee in relation to the Township; and
- (b) the proportion of administration and management costs of the Sublessee, and wages of the Sublessee and employees, and payments to contractors of the Sublessee, directly incurred and attributable to the Sublessee's activities in relation to the Township.

For the avoidance of doubt, these costs do not include:

- (c) depreciation on any Improvements in the Township;
- (d) costs incurred before the Commencement Date;
- (e) without limitation to paragraph (d), any costs in relation to the establishment of the Sublessee and this Sublease.

**Outgoings** means all existing and future amounts (including rates, duties and taxes):

- (a) which are properly imposed, charged or levied under statute or by a Government Agency on the Township, the Sublessor or the Land Trust; or
- (b) which a Government Agency properly requires the Sublessor or the Land Trust to spend,

and which are:

- (c) paid or payable by the Sublessor or the Land Trust during a Sublease Year;
- (d) in relation to the Township or Improvements in the Township; and
- (e) either capital or non-capital in nature;

**Park** means the land described in Item 6 of the Schedule;

**Permitted Use** has the meaning given to that term in clause 14.1;

**Planning Act** means the *Planning Act* (NT);

**Planning Laws** means any applicable Laws and instruments under applicable Laws, providing for the appropriate and orderly planning and control of the use and Development of the Township or any part of the Township and includes the Planning Act and the Planning Regulations;

**Planning Regulations** means the *Planning Regulations* (NT);

**Preliminary Sublease Year** means the period starting on the Commencement Date and ending on the following 30 June;

**Relevant Aboriginal Association** has the meaning given to that term in Item 7 of the Schedule;

**relevant Aboriginals** has the meaning given to that term in the Head Lease;

**Relevant Authority** means any government, municipal, statutory, public or other authority or body having authority or jurisdiction over or in relation to the Township;

**Sacred Site** has the meaning given in the Land Rights Act;

**Sacred Site Clearance Certificate** means a certificate issued by the Land Council describing the part or parts of the land on which any proposed work can or can't (as may be the case) be carried out or use made, together with any conditions (if any) on which the work must be carried out or use made;

**Schedule** means the schedule to this Sublease;

**Services** means all utilities on or connected to the Township including water, gas, electricity, lighting, sanitation, drainage, stormwater, communication and telecommunication systems and includes all wires, cables, pipes, ducts, conduits, tanks, electrical and mechanical plant and all other ancillary or associated parts and accessories;

**Services Provider** means a person who provides Services in the Township;

**Social Housing** means public and/or community housing;

**Sublease** means this sublease including the Background, the Schedule and the Annexures;

**Sublease Year** means the Preliminary Sublease Year, each 12 month period expiring on 30 June in each year during the Term and the Final Sublease Year;

**Sublessee's Improvements** means all Improvements erected on or attached to the Township by:

- (a) the Sublessee;
- (b) any Underlessee; or
- (c) any Licensee,

after the Commencement Date;

**Sublessee's Percentage** means, in respect of an Outgoing, the same percentage as the area of the Township bears to the area of the land to which an Outgoing relates;

**Sublessee's Services** means all Services installed in or on or connected to the Township by the Sublessee after the Commencement Date;

**Sublessor's Improvements** mean all Improvements erected on or attached to the Township by the Sublessor;

**Sublessor's Services** means the essential Services of water, power and sewerage provided by the Sublessor to the Township;

**Term** means the period specified in Item 13 of the Schedule;

**Termination Event** means:

- (a) the occurrence of an Insolvency Event in respect of the Sublessee; or
- (b) the occurrence of the event contemplated in clause 28.3(e) (failure by the Sublessee to cure a Default Event within the Cure Period);

**the Territory** means the body politic established as the Northern Territory of Australia;

**Third Party** means a party other than a Party to this Sublease;

**Township** means the area described in Item 8 of the Schedule;

**Township Entity** means a corporation established under the CATSI Act for the primary purpose of holding and administering the Sublease;

**Township Licence** means a licence granted by the Sublessee pursuant to clause 21;

**Township Licensee** means any person who has been granted a Township Licence from the Sublessee;

**Township Underlease** means an underlease granted by the Sublessee pursuant to clause 18;

**Township Underlessee** means any person who has been granted a Township Underlease from the Sublessee;

**traditional Aboriginal owners** has the same meaning as in the Land Rights Act;

**Underlessee** means any person who has been granted a Township Underlease by the Sublessee and includes a sub-underlessee of that person; and

**Works** means:

- (a) any activity on land, other than mining or agriculture, resulting in a physical change to the land or a part of the land; or
- (b) the results of such an activity, including a Building.

## 1.2 Interpretation

In this Sublease, unless the context requires otherwise:

- (a) the singular (including the singular of defined terms) includes the plural and vice versa;
- (b) reference to a right includes a remedy, authority or power;

- (c) the headings are used for convenience only and do not affect the interpretation of this Sublease;
- (d) as far as possible, all provisions must be construed so as not to be invalid, illegal or unenforceable;
- (e) wherever "include" or any form of that word is used, it must be construed as if it were followed by "(without being limited to)";
- (f) reference to a thing is a reference to all or part of that thing;
- (g) unless the context requires or is otherwise stated in this Sublease, a Party's obligations must be performed at that Party's own cost;
- (h) a gender includes the other genders;
- (i) other grammatical forms of defined words or expressions have corresponding meanings;
- (j) a reference to a document includes the document as modified from time to time and any document replacing it;
- (k) if something is to be or may be done on a day that is not a Business Day then it must be done on the next Business Day;
- (l) the word "person" includes a natural person and any body or entity whether incorporated or not;
- (m) the word "month" means calendar month and the word "year" means 12 months;
- (n) the words "in writing" include any communication sent by letter, facsimile transmission or email or any other form of communication capable of being read by the recipient;
- (o) a reference to all or any part of a statute, rule, regulation or ordinance (**statute**) includes that statute as amended, consolidated, re-enacted or replaced from time to time;
- (p) a reference to a Party means a reference to the Sublessor, the Sublessee, the Land Trust or the Land Council and a reference to the "Parties" means two or more of them collectively, having regard to the clause or the context in which the term is used;
- (q) a reference to a Party includes a reference to the Party's respective successors and permitted assigns;
- (r) money amounts are stated in Australian currency unless otherwise specified;
- (s) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct body**), means the agency or body which performs most closely the functions of the defunct body;
- (t) a reference in this Sublease to an Underlessee or the holder of a Township Underlease is, where the Underlessee has granted a further estate or interest in the relevant area of the Township, to be taken to

include a reference to a sub-underlessee or any person claiming an estate or interest in land through such an Underlessee; and

- (u) a reference in this Sublease to a Township Licensee or the holder of a Town Licence is, where the Township Licensee has granted a further licence in the relevant area of the Township, to be taken to include a reference to any such sublicensee or any person claiming a licence in land through such a Township Licensee.

### **1.3 Role of Land Council**

Anything required or permitted to be done by the Land Trust in relation to this Sublease may be done by the Land Council on behalf of the Land Trust. All rights and entitlements of the Land Trust concerning this Sublease (including entitlement to receive payments from the Sublessee) will be exercisable by the Land Council on behalf of and in the name of the Land Trust, and the Land Trust appoints the Land Council to act on its behalf and in its name.

### **1.4 Good faith**

The Parties must act reasonably and in good faith in performing their respective obligations under this Sublease.

### **1.5 Survival**

In addition to this clause 1 [Definitions and interpretation], the following clauses survive the expiration or earlier determination of this Sublease: clauses 8 [Holding Over], 24 [Reinstatement], 28.5(c) to (f) [Opportunity to transfer or surrender before termination], 29 [Obligations on expiration or termination], 30 [Dispute resolution] and 31 [General].

## **Part 2 – Reservations and grant of Sublease**

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### **2. Reservations in Head Lease and Land Rights Act**

#### **2.1 Reservations in Head Lease**

- (a) The Sublessee specifically acknowledges the rights reserved to enter and inspect the Park and for Relevant Aboriginals to use and occupy the Park in Part 1 of the Head Lease.
- (b) The Sublessee agrees that the Chairman of the Land Trust and any person authorised in writing by the Land Council may exercise the right of entry and inspection reserved to them by clause 1 of the Head Lease.
- (c) Subject to clause 2.1(d), the Parties agree that the rights of Relevant Aboriginals to enter, use, occupy and reside in that part of the Park constituted by the Township reserved by clause 2 of the Head Lease are preserved and that Relevant Aboriginals may continue to exercise those rights in the Township.
- (d) The Parties acknowledge that the rights of Relevant Aboriginals to enter, use, occupy and reside in Township are subject to:



- (i) Existing rights, titles and interests in Township;
- (ii) Township Underleases;
- (iii) Township Licences; and
- (iv) the Sublessee's management of tenure in and access to the Township in accordance with this Sublease.

## **2.2 Reservations in Land Rights Act**

The Sublessee acknowledges that the grant of this Sublease is subject to any applicable reservations in the Land Rights Act (set out in Annexure 2).

## **2.3 Township Underleases and Licences and the Head Lease**

The Land Trust agrees that the grant of Township Underleases and Township Licences for the purposes of and in accordance with this Sublease shall not be a breach of the reservations in Part 1 of the Head Lease.

## **2.4 Sublease ends if Head Lease terminated**

This Sublease will automatically end if the Head Lease is terminated for any reason.

# **3. Respect for Culture**

- (a) The Sublessee acknowledges that:
  - (i) the traditional Aboriginal owners of the Park have a spiritual and custodial relationship with the land;
  - (ii) the traditional Aboriginal owners of the Park remain the custodians of the Cultural Heritage of the Park;
  - (iii) some knowledge belongs only to specific traditional Aboriginal owners;
  - (iv) certain information is inaccessible to all except those deemed appropriate by the traditional Aboriginal owners; and
  - (v) secret and sacred materials are items of special cultural and spiritual significance to Aboriginals, and are usually associated with men's and women's private ceremonies.
- (b) The Sublessee must work respectfully with the traditional Aboriginal owners, the Relevant Aboriginal Association, the Land Council and any other affected Aboriginal community or group. The Sublessee must have due regard to any reasonable guidelines developed by the Consultative Forum, from time to time, relating to familiarity with, and respect for, Aboriginal Tradition as it applies to the Township.

# **4. Power to enter into Sublease**

The Sublessor and the Sublessee mutually agree and declare that:

- (a) the Sublessor may enter into this Sublease pursuant to section 514C and subsection 358(2) of the EPBC Act and exercise all the powers of a sublessor under this Sublease; and
- (b) the Sublessee may enter into this Sublease pursuant to paragraph 20C(ac) of the Land Rights Act and exercise all the powers of a sublessee under this Sublease, including granting Township Underleases and Township Licences.

## **5. Implied covenants**

The covenants, powers and provisions implied in leases under any relevant legislation are hereby expressly excluded except to the extent that they are expressly embodied in this Sublease or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

## **6. Grant of sublease and consents**

### **6.1 Grant of sublease**

- (a) The Sublessor grants to the Sublessee a sublease of the Township, subject to any Existing rights, titles or other interests, commencing on the Commencement Date for the Term.
- (b) The Sublessee accepts the grant of a sublease of the Township for the Term and otherwise subject to the provisions of this Sublease.
- (c) For the avoidance of doubt, the sublease of the Township includes a sublease of all Existing Improvements and Existing Services.

### **6.2 Land Trust consents to Sublease**

- (a) The Land Trust, pursuant to clause 8(2) of the Head Lease, hereby consents to the grant of this Sublease by the Sublessor to the Sublessee.
- (b) The Land Trust and the Land Council acknowledge and confirm that neither the grant of this Sublease nor the activities which are contemplated to be carried out under it by the Sublessee are substantially detrimental to the interests of the Land Trust or Relevant Aboriginals as regards the administration, management or control of the Park.

### **6.3 Board of Management approval**

- (a) The Board of Management:
  - (i) considers the grant of this Sublease to be in accordance with the Management Plan; and
  - (ii) has approved the grant of this Sublease by the Sublessor to the Sublessee.

## **7. Replacement Sublease**

The Parties agree to negotiate in good faith for a new sublease over the Township within a reasonable period before the end of the Term. The Parties

acknowledge that a new sublease will be subject to the renewal of the Head Lease.

## **8. Holding Over**

If the Sublessee remains in occupation of the Township without objection by the Sublessor or the Land Trust following the expiration or earlier determination of this Sublease, then:

- (a) the Sublessee will be deemed to be an annual tenant upon and subject to the same terms and conditions as are contained in this Sublease so far as they are applicable to such an annual tenancy; and
- (b) such a tenancy will be determinable by the Sublessee or the Sublessor on 6 month's prior written notice expiring on any day.

## **9. Transfer of Sublease**

### **9.1 Consultation prior to transfer of Sublease**

Prior to the Land Council giving a direction or consent to a transfer of the Sublease under this clause 9, the Land Council must Consult with the Sublessor and the Sublessee.

### **9.2 Transfer of Sublease to Township Entity under section 20CB(1) of the Land Rights Act**

- (a) Any time after the Commencement Date the Land Council may direct the Sublessee to transfer this Sublease, pursuant to section 20CB(1) of the Land Rights Act, to a Township Entity which has made application to the Land Council for that purpose.
- (b) The Land Council's direction for transfer of this Sublease must be in the form of a written determination to the Sublessee setting out the reasons why the Land Council considers it is appropriate for the Township Entity to hold and administer this Sublease, and must include:
  - (i) the rules or constitution of the Township Entity and a copy of the most recent report(s) required under the CATSI Act;
  - (ii) the names of each of the directors and officers of the Township Entity and their qualifications and experience appropriate to hold and administer the Sublease;
  - (iii) the proposed decision-making processes and relevant policies of the Township Entity, including the Township Entity's conflict of interest management policy;
  - (iv) a statement by the Township Entity, which sets out how the Township Entity proposes to resource and manage the administration of the Sublease; and
  - (v) the role of the Land Council in providing support to the Township Entity with respect to the administration of the Sublease.

- (c) The Land Council shall provide the Sublessee with any other information reasonably requested by the Sublessee in relation to its decision to direct that the Sublessee transfer the Sublease to the Township Entity.
- (d) Subject to the provision of a direction from the Land Council in accordance with 9.2(a) and the provision of information required under clause 9.2(b) and any other information requested under clause 9.2(c), the Sublessee must transfer the Sublease to the Township Entity within 60 days of the receipt of the direction or receipt of the information required under clauses 9.2(b) and 9.2(c), whichever is the later.
- (e) The Land Trust, Land Council and the Sublessor consent to any transfer of the Sublease to the Township Entity under this clause 9.2.
- (f) Any transfer under this clause 9.2 shall be effected voluntarily by deed without consideration flowing from any Party together with a land titles office transfer instrument in registrable form.
- (g) Upon transfer of the Sublease under this clause 9.2, conditions will be included in the transfer deed whereby the Sublessee will be released from any liability or obligation arising under or in connection with the Sublease from the date of assignment subject only to the Commonwealth remaining a party to the Sublease for the purposes of section 20CA(2) and section 20CB(2) of the Land Rights Act and to approve any agreed variations to the Sublease.
- (h) The Parties acknowledge that a transfer under this clause 9.2 may necessitate some consequential variations to the Sublease the terms of which will need to be agreed by the Parties within the time frame for the transfer stated in clause 9.2(d), otherwise the terms of the Sublease will apply mutatis mutandis from the date of assignment (including any necessary changes to the Sublease particulars in the Schedule, the definitions and this clause 9).

### **9.3 Re-transfer of Sublease to the Sublessee under section 20CB(2) of the Land Rights Act**

- (a) If, following the transfer of this Sublease from the Sublessee to the Township Entity:
  - (i) the Land Council directs the Township Entity to re-transfer the Sublease to the Sublessee pursuant to section 20CB(2) of the Land Rights Act; or
  - (ii) the Township Entity requests the Sublessee to accept a re-transfer of the Sublease to the Sublessee pursuant to section 20CB(2) of the Land Rights Act; and
  - (iii) the Land Council provides written consent to the re-transfer of the Sublease to the Sublessee,

then the Township Entity must re-transfer the Sublease to the Sublessee and, provided such direction or request includes appropriate reasons for the transfer, the Sublessee must accept a re-transfer of the Sublease.

- (b) The Land Trust and the Sublessor consent to any re-transfer of the Sublease under this clause 9.3.

- (c) Any transfer under this clause 9.3 shall be effected voluntarily by deed without consideration flowing from any Party together with a land titles office transfer instrument in registrable form.
- (d) Upon transfer of the Sublease under this clause 9.3, conditions will be agreed and included in the transfer deed whereby the Township Entity will be released from any liability or obligation arising under or in connection with the sublease from the date of assignment.
- (e) Subject to the agreement of the Parties, any request or direction to re-transfer the Sublease in accordance with clause 9.3(a) may be given conditionally or unconditionally.
- (f) For avoidance of doubt, the Parties acknowledge that
  - (i) references in this clause 9.3 to the Sublessee are references to the Executive Director of Township Leasing on behalf of the Commonwealth;
  - (ii) following the transfer of this Sublease pursuant to clause 9.2, this clause 9.3 will apply to the Township Entity in its capacity as the sublessee of this Sublease to enable a re-transfer of the Sublease back to the Executive Director of Township Leasing in accordance with section 20CB(2) of the Land Rights Act.

## Part 3 – Access

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### 10. Access

#### 10.1 General

- (a) The Parties acknowledge that the EPBC Act and the Aboriginal Land Act apply to the Township.
- (b) Any person wishing to enter or access the Township is not required to have an Aboriginal land Permit if:
  - (i) such entry or access is otherwise permitted or authorised by or pursuant to the Land Rights Act or other relevant law; or
  - (ii) the person has a defence under the Land Rights Act or other relevant law to any allegation that such person improperly entered or remained in or on the Township.
- (c) The Sublessor agrees to allow persons to have access through the Park by roads open to the public to gain access to the Township for any purposes related to the use or enjoyment of an estate or interest in land within the Township by the owner of the estate or interest, so as to allow those persons to pass across the Park to get to and from the Township.

#### 10.2 Sublessor right of access

The Sublessor may, so often as it reasonably requires (at reasonable times and on reasonable notice - except in the case of an emergency), enter the Township for the purposes of

- (a) complying with its obligations and responsibilities under the Head Lease and the Sublease; and
- (b) inspecting the Township and Improvements.

## Part 4 – Financial matters

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### 11. Sublease Payment and Operating Expenses

#### 11.1 Sublease Payment

- (a) The Sublessee must pay the Sublessor \$1 if demanded by the Sublessor (**Sublease Payment**).
- (b) The Sublessee must pay the Sublease Payment within 30 Business Days after receiving notice of demand by the Sublessor.
- (c) Nothing in this Sublease is intended to affect the payment of rent by the Sublessor to the Land Trust under the Head Lease.

#### 11.2 Operating Expenses

The parties acknowledge that:

- (a) the Sublessee will be responsible for all Operating Expenses during the Term, and will not deduct any Operating Expenses from Income generated under this Sublease during that time; and
- (b) the Sublessee may seek to have its Operating Expenses paid from the Aboriginals Benefit Account, subject to the direction of the Minister pursuant to subsection 64(4A) of the Land Rights Act.

#### 11.3 Township Underlease & Township Licence Payments

- (a) The Sublessee must pay the Land Council for the Land Trust all Income generated by the Sublessee under this Sublease during each year of the Term (**Annual Payment**).
- (b) The Sublessee must pay each Annual Payment:
  - (i) within 3 months after the relevant anniversary of this Sublease;
  - (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) For avoidance of doubt, and excluding the Sublease Payment, all Annual Payments are payable by the Sublessee in arrears.

#### **11.4 Use of Annual Payments for economic and community development purposes**

- (a) The parties acknowledge that, in accordance with s35(4) of the Land Rights Act, the Land Council must pay an amount equal to the Annual Payment to or for the benefit of the traditional Aboriginal owners of the land.
- (b) The Land Council will put arrangements in place to ensure that the monies referred to in clause 11.4(a) are used for economic and community development purposes in the Township.
- (c) In complying with its obligations under clause 11.4(b), the Land Council will have due regard to the views of the Consultative Forum or the Township Entity as appropriate.

### **12. Rates, Taxes and Charges**

#### **12.1 Outgoings**

- (a) The Sublessee must pay any Outgoing (or, in the Preliminary Sublease Year or Final Sublease Year, the appropriate part of any Outgoing).
- (b) Where any Outgoing is issued against the Sublessor or the Land Trust, the Sublessor or the Land Trust, as the case may be, must give the Sublessee a copy of the invoice in respect of that Outgoing within 14 Business Days after receiving the invoice.
- (c) The Sublessee must pay the amounts under this clause 12.1 direct to any Government Agency or other person imposing the charge on time.
- (d) If the Township is not separately assessed for an Outgoing the Sublessee must pay the Sublessee's Percentage of the Outgoing to the Party upon whom the Outgoing has been levied within 7 Business Days after demand.
- (e) The Sublessee must, upon request by the relevant Party, give the Party upon whom an Outgoing has been levied receipts for any Outgoings paid by the Sublessee.
- (f) For avoidance of doubt, the Parties acknowledge that an Outgoing is an Operating Expense for the purposes of this Sublease.
- (g) Nothing in this clause 12.1 prevents the Sublessee from recovering Outgoings from any Township Underlessee or Township Licensee.

#### **12.2 Charges for Services**

- (a) The Sublessee must pay on time any amounts charged or levied for Services used or supplied to the Township, such amounts to be paid direct to the Government Agency or other person imposing the charge.
- (b) Nothing in this clause 12.2 prevents the Sublessee from recovering amounts relating to the use or supply of Services from any Township Underlessee or Township Licensee.

### 12.3 Stamp duty

For the avoidance of doubt, the Sublessee must, if liable, pay any stamp duty assessed on this Sublease.

## 13. GST

### 13.1 Definitions

In this clause 13.1:

- (a) the expressions **Consideration**, **Input Tax Credit**, **Recipient**, **Supply**, **Tax Invoice** and **Taxable Supply** have the meanings given to those expressions in the GST Act; and
- (b) **Supplier** means any party treated by the GST Act as making a Supply under this Sublease.

### 13.2 Consideration is GST exclusive

Unless otherwise expressly stated, sums payable or Consideration to be provided under or in accordance with this Sublease are exclusive of GST.

### 13.3 Payment of GST

- (a) If GST is imposed on any Taxable Supply made under or in accordance with this Sublease, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Taxable Supply at or before the time of payment.
- (b) Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply is required to be made in accordance with this Sublease.

### 13.4 Reimbursement of expenses

If this Sublease requires a party (the **First Party**) to pay for, reimburse, set-off or contribute to any expense, loss or outgoing (**Reimbursable Expense**) suffered or incurred by another party (the **Other Party**), the amount required to be paid, reimbursed, set-off or contributed by the First Party will be the sum of:

- (a) the amount of the Reimbursable Expense net of Input Tax Credits (if any) to which the Other Party is entitled in respect of the Reimbursable Expense (**Net Amount**); and
- (b) if the Other Party's recovery from the First Party is a Taxable Supply, any GST payable in respect of that Supply,

such that after the Other Party meets the GST liability, it retains the Net Amount.



# Part 5 – Permitted Use

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## 14. Use of Township

### 14.1 Permitted Use

- (a) The Sublessee must only use, and permit the use of, the Township for those purposes which are permitted under the Master Plan, the Management Plan, the EPBC Act and any other applicable Law including applicable Planning Laws.
- (b) The Sublessee agrees to comply with clause 14.5 (Protection of Park Values).

### 14.2 Approvals

Subject to clause 16.3 (Approvals under the Management Plan), the Sublessee must, at its cost, obtain and comply with all Approvals which from time to time may be necessary or appropriate for the Township or the use or occupation of the Township unless the Approval is required in respect of any activity carried out by the Sublessor, the Land Trust or any Third Party, in which case the party carrying out the activity is responsible for obtaining the Approval.

### 14.3 Compliance with notices

The Sublessee must comply with all notices, orders and directions issued or given by a Government Agency in relation to the Township or the use or occupation of the Township unless the notice, order or direction is in respect of any activity carried out by the Sublessor, the Land Trust or any Third Party, in which case the party carrying out the activity is responsible for complying with the notice, order or direction.

### 14.4 Notices

A Party which receives a notice, order or direction from a Government Agency which affects or relates to the Township or the use or occupation of the Township must promptly give a copy of that notice, order or direction to the Sublessee and Sublessor.

### 14.5 Protection of Park Values

- (a) The Sublessee acknowledges the Park is established as a national park under the EPBC Act for the protection and conservation of its biodiversity and heritage, and is inscribed on the World Heritage List (as defined in the EPBC Act) for its natural and cultural values.
- (b) The Sublessee further acknowledges the Sublessor has covenanted under the Head Lease that the flora, fauna, cultural heritage, and natural environment of the Park shall be preserved, managed and maintained according to the best comparable management practices established for national parks anywhere in the world or where no comparable management practices exist, to the highest standards practicable.
- (c) For the purposes of this clause 14.5 and section 8.6.4 of the Management Plan (and without limiting its obligations under this

Sublease), the Sublessee agrees to comply with the obligations set out in Annexure 6 which includes:

- (i) Provisions for minimising impacts on Park values; and
- (ii) Environmental protection measures, including waste management.

## **15. Master Plan**

### **15.1 Purpose of Master Plan**

The Parties acknowledge that the purpose of the Master Plan is to promote the sustainable social, cultural and economic development of the Township for the benefit of relevant Aboriginals.

### **15.2 Development and approval of Master Plan**

- (a) The Sublessee agrees to develop a Master Plan for approval in accordance with paragraphs 15.2(e) or (f), within 24 months after the Commencement Date or such further period approved by the Parties.
- (b) The Master Plan will (among other things):
  - (i) provide a framework for the strategic direction for the sustainable social, cultural and economic development of the Township (see clause 15.1);
  - (ii) collate existing information and resources relating to the Township;
  - (iii) identify the current capacity, future needs and aspirations for the Township in relation to infrastructure and services, including municipal infrastructure and services, communication systems, waste management, parks, sporting infrastructure and facilities, and other community use facilities;
  - (iv) identify appropriate land uses for the Township including but not limited to residential, industrial, commercial, community and sporting, cultural and future development.
- (c) When developing or amending the Master Plan, the Sublessee will take into account the guidelines in Annexure 5.
- (d) The Sublessee must consult with the Consultative Forum (subject to clause 25) and the Parties in the development of the Master Plan.
- (e) Where the Executive Director of Township Leasing is the Sublessee, the Master Plan must be approved by the Consultative Forum and the Parties.
- (f) Where the Township Entity is the Sublessee, the Master Plan must be approved by the Township Entity (in accordance with its constitution or rules) and the Parties.
- (g) The Parties intend that the Master Plan will, subject to the requirements of the EPBC Act, be incorporated into a town plan pursuant to s389(3)(b) of the EPBC Act.

### **15.3 Amendments to Master Plan**

- (a) Where the Executive Director of Township Leasing is the Sublessee, the Sublessee may only amend the Master Plan:
  - (i) following consultation with the Consultative Forum and the Parties about the proposed amendment; and
  - (ii) with the consent of the Consultative Forum.
- (b) Where the Township Entity is the Sublessee, the Sublessee may only amend the Master Plan:
  - (i) following consultation with the Parties about the proposed amendment; and,
  - (ii) in accordance with its constitution or rules.
- (c) If the Master Plan is incorporated into a town plan under the EPBC Act (see clause 15.2(g) above), then the Parties acknowledge that any amendments to the Master Plan will be subject to the relevant requirements of the EPBC Act.

### **15.4 Inconsistency with Management Plan etc**

Notwithstanding any other provision in this Sublease, the Sublessee is not required to comply with the Master Plan to the extent that it is inconsistent with the Management Plan, the EPBC Act and any other applicable Law including applicable Planning Laws.

## **16. Development**

### **16.1 Compliance with Master Plan and applicable Laws**

- (a) Any Development must be undertaken in accordance with the Master Plan, the Management Plan, the EPBC Act, and any other applicable Laws including the Planning Laws.
- (b) Subject to clause 16.1(c) and to the extent it is necessary for the proposed Development, the Sublessor and the Land Trust authorise the Sublessee and the Sublessee's agents and contractors to apply for any consent required under the Management Plan, the Planning Laws and any other applicable Laws for the purpose of undertaking any Development in the Township. The Sublessor and the Land Trust also undertake to provide the Sublessee, at the Sublessee's cost, with such further written authorisation as may be necessary for the purposes of this clause 16.1
- (c) The Sublessor's authorisation in clause 16.1(b) is given in its capacity as the grantor of the Sublease and, for avoidance of doubt, does not extend to its role as a consent authority or otherwise.

### **16.2 Works and Sacred Sites**

- (a) The Sublessee must, prior to commencing any Works on and use of the land in the Township (including any additions or external renovations to

Buildings involving ground disturbances or any removal of adult trees), obtain a Sacred Site Clearance Certificate.

- (b) The Sublessee must comply with a Sacred Site Clearance Certificate obtained in accordance with clause 16.2(a). The Sublessee can rely upon and will not otherwise be in breach of this clause 16.2 if it undertakes any Works on or use of land referred to in clause 16.2(a) as permitted by, and in accordance with, a Sacred Site Clearance Certificate.

### **16.3 Approvals under the Management Plan**

- (a) For the purposes of sections 7.1.9 and 7.1.10 ("construction of buildings, works and excavations") of the Management Plan, the Sublessor agrees that the actions set out in Annexure 3 may be carried out without the need for a further permit or approval from the Sublessor.
- (b) For the purposes of sections 7.1.12 ("commercial activities") of the Management Plan, the Sublessor agrees that the commercial activities set out in Annexure 4 may be carried out without the need for a further permit or approval from the Sublessor.
- (c) Where applicable, any action or commercial activity referred to in this clause 16.3 is subject to:
  - (i) clause 16.4 (Alcohol);
  - (ii) section 7.1.6 of the Management Plan which, in the context of this Sublease, means that the Sublessor's approval is required if a proposed action in the Township will affect the Sublessor's Services.

### **16.4 Alcohol**

The Sublessee will not grant any right, title or interest that would permit the sale or consumption of alcohol in the Township without first obtaining the consent of the Land Council.

## **17. Repairs and Maintenance - Improvements and Services**

### **17.1 Improvements**

- (a) Subject to 17.1(c), during the Term, all Improvements are the property of the Sublessee who is responsible for their maintenance, repair or replacement having regard to their condition (where applicable) as at the Commencement Date.
- (b) Subject to the terms of this Sublease, the Sublessee may erect, install, alter, remove, refurbish and demolish Improvements.
- (c) The Sublessee does not need to comply with clause 17.1(a) to the extent any Improvements are:
  - (i) the subject of an Existing right, title or other interest; or

- (ii) the subject of a Township Underlease or Township Licence pursuant to which the Underlessee or Licensee (as applicable) is responsible for the maintenance, repair or replacement of an Improvement.

## **17.2 Services**

- (a) Subject to clause 17.3 (Sublessor's Services) where any of the Services require regular servicing, maintenance and repair, the Sublessee must:
  - (i) use its best endeavours to facilitate providers of Services to service, maintain and repair the Services; and
  - (ii) use its best endeavours to ensure that appropriate Service commitments are met.
- (b) To the extent any Services are:
  - (i) Sublessor Services; or
  - (ii) the subject of an arrangement contemplated by clause 20.4 and the relevant Underlessee, Licensee or Existing Service Provider maintains and repairs those Services or is required to do so,

the Sublessee will not be in breach of its obligation under clause 17.2(a)(i).

## **17.3 Sublessor's Services**

- (a) As at the Commencement Date the Sublessor provides the Sublessor's Services to the Township.
- (b) Subject to clauses 17.3(c) and (d), the Sublessor will:
  - (i) deliver the Sublessor's Services to the Township;
  - (ii) use its best endeavours to regularly maintain and keep in good repair the Sublessor's Services.
- (c) The Parties acknowledge that the Sublessor intends to transfer responsibility for the delivery of the Sublessor's Services to another Service Provider (as contemplated in Management Plan).
- (d) Subject to prior written notice being provided to the Parties, nothing in this Sublease prevents the Sublessor from transferring responsibility for the delivery of any Sublessor Services, and responsibility for the maintenance, repair and replacement associated with such Services, to another Service Provider.

## Part 6 – Underleases and licences

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### 18. Transition from existing arrangements

#### 18.1 Existing rights, titles or other interests

- (a) The Parties agree that any Existing right, title or other interest is preserved as a right, title or interest in the Township under this Sublease.
- (b) The Parties agree that rent or any other money payable under or in connection with such an Existing right, title or other interest to the Sublessor is from the Commencement Date payable to the Sublessee.
- (c) The Parties acknowledge that an Existing right, title or other interest might not include all obligations on the Sublessee under this Sublease. The Sublessee is not required to comply with an obligation under this Sublease in respect of the area the subject of the Existing right, title or other interest to the extent that the same obligation is not contained in the relevant Existing right, title or other interest.

#### 18.2 Formalisation of tenure

The Sublessee will use its best endeavours to formalise existing tenure arrangements in the Township within 12 months after the Commencement Date.

### 19. Housing Services

- (a) The Sublessee must use its best endeavours to enter into a Township Underlease or other arrangement with a Housing Provider to provide Social Housing services in the Township during the Term.
- (b) If there is no Housing Provider, the Sublessee must use its best endeavours to enter into a Township Underlease or other arrangement with a Housing Authority to provide Social Housing services in the Township during the Term.
- (c) The term of any Township Underlease or other arrangement with a Housing Provider or Housing Authority to provide Social Housing services in the Township during the Term cannot exceed a maximum term of 10 years including any options to renew or further terms.

### 20. Township Underleases

#### 20.1 Grant of Township Underlease

Subject to the provisions in this clause 20, the Sublessor and the Land Trust acknowledge and agree that the Sublessee may grant Township Underleases provided that the Sublessee ensures that:

- (a) the term of any Township Underlease (including any options) does not exceed the balance of the Term then remaining less 1 day;

- (b) the Township Underlease must include a requirement to obtain and comply with a Sacred Site Clearance Certificate in the circumstances contemplated by clause 16.2;
- (c) subject to clause 29.5, the Township Underlease expires or determines automatically upon expiration or earlier determination of this Sublease;
- (d) prior to the grant of a Township Underlease, the Sublessee must first Consult with the Consultative Forum;
- (e) it uses its best endeavours to see that each Underlessee observes and complies with its obligations under its Town Underlease; and
- (f) subject to clause 20.6 [Sacred Site], all Township Underleases are granted applying sound business principles, taking into account the specific purpose of the relevant Township Underlease.

## 20.2 Register of Township Underleases

- (a) The Sublessee must keep:
  - (i) a register of Township Underleases including any rights or interests granted under a Township Underlease (the **Register**);
  - (ii) a copy of each Township Underlease including any rights or interests granted under a Township Underlease.
- (b) If requested by the Sublessor or the Land Council, the Sublessee must:
  - (i) provide a copy of the Register to the requesting Party within 5 Business Days after such request;
  - (ii) provide a copy of a Township Underlease or right or interest granted thereunder (eg a sub-underlease) to the requesting Party within 10 Business Days after such request.

## 20.3 Respect for Culture

- (a) The Sublessee must make reasonable efforts, consistent with its obligations under clause 3 (Respect for Culture), to ensure that all Underlessees work respectfully with the traditional Aboriginal owners and other Aboriginal members of the Township. The Sublessee must make reasonable efforts to ensure that Underlessees have due regard to any reasonable guidelines developed by the Consultative Forum, from time to time, relating to familiarity with, and respect for, Aboriginal Tradition as it applies to the Park.
- (b) The Sublessee will not be in breach of this clause 20.3 if it includes an obligation consistent with clause 3 in a Township Underlease.

## 20.4 Services providers

- (a) The Sublessee acknowledges the Existing rights, titles and other interests subsisting at the Commencement Date which are held by the Existing Services Providers in respect of Existing Services.
- (b) The Sublessee must use its best endeavours to ensure that there are Township Underleases, Township Licences or other arrangements with

providers of Services to enable the provision of Services in the Township.

## **20.5 Statutory compliance**

- (a) Where applicable, the Sublessee must comply with:
  - (i) the *Land Title Act 2000* (NT) and any future legislation relating to leases in the Northern Territory; and
  - (ii) the *Business Tenancies (Fair Dealings) Act 2003* (NT) and any future legislation relating to retail tenancies in the Northern Territory; and
  - (iii) the *Residential Tenancies Act 1999* (NT) and any future legislation relating to residential tenancies in the Northern Territory.

## **20.6 Sacred Site**

- (a) The Sublessee acknowledges that any grant of a Township Underlease for an area of land in the Township:
  - (i) on which a Sacred Site is located; or
  - (ii) within a reasonable distance from a Sacred Site,
 must be in accordance with this Sublease and the requirements of any applicable Laws.
- (b) Any Township Underlease granted to the Custodian of a Sacred Site or to an authority charged with its preservation may be on terms more favourable to the Custodian of a Sacred Site or to an authority charged with its preservation than normal commercial terms.

## **20.7 No release of liability**

The Sublessee acknowledges that the granting of a Township Underlease pursuant to this clause 20 will not release the Sublessee from any of its obligations or liabilities under this Sublease except as otherwise provided under this Sublease.

## **20.8 Head Lease requests**

The Land Trust acknowledges that any request to sublet any reasonable part of the Park referred to in clause 3 of the Head Lease shall, insofar as it relates to part of the Township, be:

- (a) regarded as a right to request the Sublessee to grant a Township Underlease to a Relevant Aboriginal Association; and
- (b) satisfactorily met by the Sublessee, on behalf of the Sublessor, if the Sublessee treats the request consistently with all other requests for Township Underleases under this Sublease.



## 21. Township Licences

### 21.1 Grant of Township Licence

Subject to clause 10 [Access], and the provisions in this clause 21, the Sublessor and the Land Trust acknowledge and agree that the Sublessee may grant Township Licences provided that the Sublessee ensures that:

- (a) the term of any Township Licence (including options) does not exceed the balance of the Term then remaining less 1 day;
- (b) the Township Licence must include a requirement to obtain and comply with a Sacred Site Clearance Certificate in the circumstances contemplated by clause 16.2;
- (c) subject to clause 29.5, the Township Licence expires or determines automatically upon expiration or earlier determination of this Sublease;
- (d) prior to the grant of a Township Licence, the Sublessee must first Consult with the Consultative Forum;
- (e) it uses its best endeavours to ensure that each Licensee observes and complies with its obligations under its Township Licence; and
- (f) subject to clause 21.4 [Sacred Site], all Township Licences are granted applying sound business principles, taking into account the specific purpose of the relevant Township Licence.

### 21.2 Register of Township Licences

- (a) The Sublessee must keep:
  - (i) a register of Township Licences including any sublicense granted under a Township Licence (the **Register**);
  - (ii) a copy of each Township Licence including any sublicense granted under a Township Licence.
- (b) If requested by the Sublessor or the Land Council, the Sublessee must:
  - (i) provide a copy of the Register to the requesting Party within 5 Business Days after such request;
  - (ii) provide a copy of a Township Licence including any sublicense granted thereunder to the requesting Party within 10 Business Days after such request.

### 21.3 Respect for Culture

- (a) The Sublessee must make reasonable efforts, consistent with its obligations under clause 3 (Respect for Culture), to ensure that all Licensees work respectfully with the traditional Aboriginal owners and other Aboriginal members of the Township. The Sublessee must make reasonable efforts to ensure that Licensees have due regard to any reasonable guidelines developed by the Consultative Forum from time to time, relating to familiarity with, and respect for, Aboriginal Tradition as it applies to the Park.

- (b) The Sublessee will not be in breach of this clause 21.2(a) if it includes an obligation consistent with clause 3 in a Licensee's Township Licence.

#### **21.4 Sacred Site**

- (a) The Sublessee acknowledges that any grant of a Township Licence for an area of land in the Township:
  - (i) on which a Sacred Site is located; or
  - (ii) within a reasonable distance from a Sacred Site,
 must be in accordance with this Sublease and the requirements of any applicable Laws.
- (b) Any Township Licence granted to the Custodian of a Sacred Site or to an authority charged with its preservation may be on terms more favourable to the Custodian of a Sacred Site or to an authority charged with its preservation than normal commercial terms.

#### **21.5 No release of liability**

The Sublessee acknowledges that the granting of a Township Licence pursuant to this clause 21 will not release the Sublessee from any of its obligations or liabilities under this Sublease except as otherwise provided in this Sublease.

## **Part 7 – Indemnity, Insurance and Reinstatement**

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### **22. Indemnity**

- (a) The Sublessee must indemnify and keep indemnified the Sublessor and the Land Trust from and against all claims, liabilities, costs (on a solicitor and client basis), losses and expenses for which the Sublessor or Land Trust is liable and which arise from:
  - (i) loss or damage to property or the death of or injury to a person in or near the Township to the extent caused or contributed to by the negligent act or omission of the Sublessee in connection with the Sublessee's use of the Township; and
  - (ii) any breach of this Sublease by the Sublessee.
- (b) The Sublessee's liability to indemnify the Sublessor and the Land Trust will be reduced proportionally to the extent that any negligent or unlawful act or omission or wilful misconduct on the part of the Sublessor or Land Trust contributed to such liability.
- (c) The benefit of the indemnity will extend to the Land Council to the extent of its statutory role in relation to the Land Trust.
- (d) For the purpose of this clause 22:

- (i) Any act or omission of an Underlessee, Licensee or subsidiary interest holder or their invitees, is deemed not to be an act or omission of the Sublessee;
- (ii) The Sublessor, Land Trust or Land Council are not entitled to bring an action or claim against the Sublessee to the extent that the Sublessor, Land Trust or Land Council's claim, liability, cost, loss, harm, damage or expense is caused or contributed to by any such person.

## **23. Insurance**

### **23.1 Obligation to insure Township**

The Sublessee must effect and maintain insurance against loss, destruction or damage to Improvements for their full reinstatement value.

### **23.2 Obligation to insure for public liability**

The Sublessee must effect and maintain insurance with a limit of not less than \$20 million or such greater amount reasonably required by the Sublessor or the Land Trust for any one occurrence to cover:

- (a) personal injury or death; and
- (b) loss, destruction or damage to any property.

### **23.3 Obligation to insure for worker's compensation**

The Sublessee must effect and maintain worker's compensation insurance covering any liability, loss, claim or proceedings whatsoever, whether arising by virtue of any statute relating to worker's compensation, accident compensation legislation, employer's liability, or at common law, by any person employed by the Sublessee.

### **23.4 Periods of insurance**

The insurances referred to in this clause 23 must be:

- (a) maintained until the expiration or earlier determination of this Sublease; and
- (b) maintained for the whole of the Township for the Sublessee's duration of occupation of the Township.

### **23.5 Insurers and policies**

- (a) The Sublessee must effect and maintain the insurances required under this clause 23 with an insurer or insurers who, at the time of commencement of each policy and at all times thereafter, are authorised for the purposes of the Insurance Act 1973 (Cth), to carry on insurance business in Australia.
- (b) The Sublessor and the Land Trust each reserve the right to require the Sublessee to effect and maintain additional insurance or to increase the amount of existing insurance from time to time during the Term where a reasonable requirement to do so can be demonstrated and such

insurance is available in the commercial insurance market on commercially reasonable terms and conditions; and

- (c) All policies of insurance (other than the insurances required under clause 23.3) must note the interest of the Land Trust as owner of the Land and the Sublessor as the holder of the Head Lease.

### **23.6 Sublessee to satisfy itself**

The Sublessee must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 23 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

### **23.7 No limitation**

This clause 23 does not detract from any of the Sublessee's obligations under this Sublease.

### **23.8 Sublessee must apply proceeds**

The Sublessee must apply all proceeds of the insurance referred to in clause 23.1 to the cost of repair and replacement of the Township or otherwise as agreed in writing by the Sublessor and the Land Trust.

### **23.9 Underlessee/Licensee insurance**

- (a) The Sublessee 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 Underlease or Township Licence which requires the Underlessee or Licensee (as applicable) to effect and maintain insurance for loss, destruction or damage to those Improvements and/or Services.
- (b) The Sublessee must use best endeavours to obtain a certificate of currency from an Underlessee or Licensee (as applicable) not less than once every 12 months during the term of the Township Underlease or Township Licence, as the case may be, to evidence the currency of the insurances referred to in clause 23.9(a).

### **23.10 Executive Director of Township Leasing to Self-Insure**

- (a) Notwithstanding any other provision in this Sublease, while the Executive Director of Township Leasing is the Sublessee it need not take out separate policies of insurance to comply with this clause 23.
- (b) While the Executive Director of Township Leasing is the Sublessee, subject to clause 23.10(c), the Sublessee will self-insure with Comcover during the Term in respect of the following:
  - (i) the Improvements; and
  - (ii) public risk in relation to the Township.
- (c) Nothing in this clause 23.10 requires the Sublessee to self-insure with Comcover in respect of any Improvements if the Improvements are the subject of a Township Underlease or Township Licence which requires the Housing Provider, Housing Authority, Township Underlessee or

Sublease

Township Licensee, as the case may be, to effect and maintain insurance in relation to the Improvements.

- (d) The Executive Director of Township Leasing must use best endeavours to obtain a certificate of currency from an Underlessee or Licensee (as applicable) not less than once every 12 months during the term of the Township Underlease or Township Licence, as the case may be.

## **24. Reinstatement**

### **24.1 No obligation to reinstate**

Subject to clause 23.8, none of the Sublessee, the Sublessor or the Land Trust has any obligation to reinstate the Improvements if at any time during the Term any part of the Township is wholly or partly damaged or destroyed or becomes unfit for, or incapable of, use or occupation.

### **24.2 No right to damages**

The Sublessee will not have any right, action or claim for loss, damage or compensation against the Sublessor or the Land Trust as a result of damage to or destruction of any part of the Township except to the extent that the damage or destruction is caused or contributed to by a wilful or negligent act or omission of the Sublessor or the Land Trust.

# **Part 8 – Consultative Forum, review of Sublease, quiet enjoyment**

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## **25. Consultative Forum**

### **25.1 Clause 25 only applies while the Executive Director of Township Leasing is Sublessee**

- (a) Notwithstanding any other provision of this Sublease:
  - (i) this clause 25 is only applicable while the Executive Director of Township Leasing is the Sublessee; and
  - (ii) any references to the Consultative Forum in this Sublease only apply while the Executive Director of Township Leasing is the Sublessee.

### **25.2 Establishment of the Consultative Forum**

- (a) Immediately after the execution of this Sublease, the Land Council must establish a Consultative Forum comprising equal representation from traditional Aboriginal owners and Aboriginal residents of the Township nominated by the Land Council.
- (b) The Land Council is not a member of the Consultative Forum but has observer status and is entitled to attend all meetings of the Consultative Forum.

- (c) The Consultative Forum must at all times afford observer status to at least one nominee of the Sublessor who is entitled to attend all meetings of the Consultative Forum.
- (d) The purpose of the Consultative Forum is to:
  - (i) facilitate communications and to discuss land use and other issues arising in relation to the administration of this Sublease so far as they relate to having regard to the interests of the Sublessor, the Land Trust, the traditional Aboriginal owners and other legitimate Township interests;
  - (ii) to undertake other functions as provided under this Sublease; and
  - (iii) perform other functions as agreed by the Parties from time to time.
- (e) The Sublessee will work with the members of the Consultative Forum, including providing governance training, with a view to building their management and administration skills.

### **25.3 Power to bind the Parties**

- (a) Unless expressly provided for in this Sublease, a Consultative Forum does not have the power to bind the Parties to this Sublease.
- (b) A member of a Consultative Forum does not have the power to bind the Party who appointed him or her.

### **25.4 Regard to Consultative Forum**

Prior to granting, terminating or varying a Township Underlease, Township Licence or other interest in the Township, the Sublessee must have due regard to any recommendation of the Consultative Forum unless the Sublessee is expressly required under this Sublease to adopt the position or recommendation of the Consultative Forum.

### **25.5 Conduct of a Consultative Forum**

- (a) Meetings of the Consultative Forum are to be convened by the Sublessee and conducted in accordance with the Consultative Forum rules initially made by agreement of the Sublessee and the Land Council and as subsequently amended from time to time by the Consultative Forum with the agreement of the Sublessee, such agreement not to be unreasonably withheld.
- (b) The initial rules of the Consultative Forum made by agreement of the Sublessee and the Land Council are to be adopted at the first meeting of the Consultative Forum.
- (c) For the Term of this Sublease the Consultative Forum will meet no less than 4 times a year, unless the Consultative Forum otherwise agrees.
- (d) The Sublessee will convene a meeting annually that will be open to all members of the community and the purpose of which is to provide information to the community about the operations of the Sublessee and the work of the Consultative Forum including issues that are relevant to the administration of the Sublease and activities in the Township.

- (e) The Parties will endeavor to co-ordinate meetings of the Consultative Forum with meetings of the Board of Management for the Park and the annual community meeting referred to in clause 25.5(d).
- (f) No less than 5 Business Days prior to any meeting of the Consultative Forum an agenda will be:
  - (i) formulated by agreement of the Sublessee and the Land Council; and
  - (ii) circulated by the Sublessee to the Land Council and each Consultative Forum member.
- (g) The costs of the Consultative Forum and the annual community meeting referred to in clause 25.5(d) will be borne by the Sublessee as Operating Expenses.
- (h) The Sublessee will:
  - (i) keep minutes or a written record of each meeting of the Consultative Forum including details of decisions, approvals, resolutions, positions, recommendations and determinations made; and
  - (ii) as soon as practicable after the relevant meeting of the Consultative Forum, provide copies of the minutes or record to the Land Council and each Consultative Forum member and seek confirmation as to the accuracy of those minutes.
- (i) For avoidance of doubt, the Sublessee and/or its representatives will convene and attend all meetings of the Consultative Forum but will not be entitled to vote on any matters at those meetings.

## **25.6 Consultative Forum can assist resolution of disputes**

- (a) If requested, the 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 to resolve a dispute referred to the Consultative Forum pursuant to this clause 25.6.
- (d) A Party to a dispute may 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 25.6 and has no further obligation in relation to the dispute.

## **25.7 Sublessee reporting to Land Council**

The Sublessee will report annually to the Land Council on:

- (a) decisions made by the Consultative Forum;

- (b) decisions made by the Sublessee which are contrary to recommendations or resolutions of the Consultative Forum;
- (c) instances where the Sublessee has made decisions which materially affect the Township but which were not the subject of prior discussion with the Consultative Forum; and
- (d) the reasons for any decisions of the nature set out in paragraphs (b) and (c).

## **26. Review of Sublease**

- (a) The Parties shall meet within the 3 month period immediately preceding every 5th anniversary of the Commencement Date to review the Sublease (**Review**) and discuss whether to vary any provisions of the Sublease.
- (b) The Parties will endeavour to coordinate the Review with the meeting of representatives of the Sublessor, the Land Trust and the Land Council under subclause 21(2) of the Head Lease.
- (c) As part of the Review, the Consultative Forum may make recommendations to the Parties relating to changes to the Sublease.
- (d) The Parties agree to give due consideration to any recommendation of the Consultative Forum made in accordance with clause 9.1(c).
- (e) If the Parties agree upon any variation, the Parties shall execute all documents necessary or desirable to give full effect to the variation.

Note: The Parties may decide, as a result of a review of the Sublease, to make variations to the Sublease due to changes to Management Plan (see clause 27.3) or due to changes to the Head Lease.

## **27. Sublessor and Land Trust obligations**

### **27.1 Quiet enjoyment**

- (a) If the Sublessee makes the Sublease Payments under this Sublease and does not otherwise breach the terms of this Sublease, the Sublessee may, subject to any Existing right, title or other interest, peaceably hold and quietly enjoy the Township during the Term without disturbance or interruption from or by the Sublessor or any other person or persons claiming under the Sublessor.
- (b) The Sublessee may, subject to any Existing right, title or other interest, peaceably hold and quietly enjoy the Township during the Term without disturbance or interruption from or by the Land Trust or the Land Council or any other person or persons claiming under the Land Trust or the Land Council.
- (c) The Parties undertake that they will do all things reasonably necessary to enable the Sublessee to enjoy and exercise its rights, title and interests under this Sublease.
- (d) The Parties undertake that they will do all things reasonably necessary to enable Underlessees and Licensees to enjoy and exercise their rights,



title and other interests under their Township Underleases and Township Licences.

## **27.2 Produce certificates**

The Sublessor, the Land Council and the Land Trust will promptly produce all necessary certificates as to title or other dealings upon demand by the Sublessee to facilitate the registration of this Sublease, any Township Underlease and any Township Licence granted by the Sublessee or any transfer, variation, mortgage, sublicence, sub-underlease, surrender or other dealing with or involving a Township Underlease or Township Licence.

## **27.3 Changes to Management Plan**

- (a) The Parties acknowledge the requirements in the EPBC Act (Chapter 5, Part 15, Division 4, Subdivision E) that apply in relation to, among other things, the amendment of the Management Plan and the approval of a new Management Plan INCLUDING the requirement to consult with (invite comments from) the Land Council.
- (b) The Sublessor must notify the Sublessee of any changes to the Management Plan.

# **Part 9 – Default, termination and dispute resolution**

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## **28. Default**

### **28.1 Occurrence of Default Event**

If a Default Event occurs, the Sublessor may give the Sublessee a notice in writing:

- (a) specifying that a Default Event has occurred;
- (b) setting out reasonable details of the event or circumstance constituting the Default Event; and
- (c) in the case of a Default Event other than a Financial Default, specifying the Cure Period.

### **28.2 Financial Default**

If the Sublessee commits a Financial Default and fails to remedy the breach within 60 days after receiving the Default Notice, the Sublessor may terminate this Sublease immediately by notice to the Sublessee.

### **28.3 Remedies for other Default Events**

- (a) If the Sublessee commits a Default Event, other than a Financial Default, then within 21 days of receipt of the Default Notice, the Sublessee must provide to the Sublessor a Cure Plan in respect of that Default Event. The Sublessor must not unreasonably refuse a request by the Sublessee for an extension of time to prepare the Cure Plan.

- (b) Following receipt of a Default Notice, the Sublessee will be permitted to cure the Default Event within the Cure Period and in accordance with the Cure Plan.
- (c) If the Sublessee requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the Sublessor:
  - (i) a revised Cure Plan; and
  - (ii) evidence that:
    - (A) the Sublessee has diligently pursued and is continuing to diligently pursue implementation of the Cure Plan; and
    - (B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period in accordance with the Cure Plan.
- (d) The Sublessor may consult with the Land Trust in respect of a request for an extension under clause 28.3(c) but the Sublessor must not unreasonably refuse to grant an extension of the Cure Period.
- (e) If the Sublessee commits a Default Event and the Default Event is not cured within the Cure Period, as extended, the Sublessor may terminate the Sublease immediately by written notice to the Sublessee.
- (f) The provisions of this clause 28.3 do not limit or reduce the rights of the Sublessor to claim damages for breach of this Sublease.

#### **28.4 Remedies for Termination Event**

If a Termination Event occurs, the Sublessor will be entitled to:

- (a) terminate this Sublease immediately by written notice to the Sublessee (subject to clause 28.5); and
- (b) exercise all legal and equitable rights and remedies available to the Sublessor (whether under this Sublease or otherwise).

#### **28.5 Opportunity to transfer or surrender before termination**

- (a) Notwithstanding any other provision of this Sublease, the Sublessor must not terminate this Sublease without first issuing a notice of intention to terminate to the other Parties.
- (b) If the Sublessor issues a notice of intention to terminate under this clause 28.5:
  - (i) where the Sublessee is the Executive Director of Township Leasing, the Sublessor must allow the Sublessee a reasonable period of time to either:
    - (A) transfer the Sublease (at the Sublessee's cost) to a Township Entity in accordance with clause 9 unless otherwise agreed; or
    - (B) surrender the Sublease; and

- (ii) where the Sublessee is a Township Entity, the Sublessor must allow the Sublessee a reasonable period of time to either:
  - (A) transfer the Sublease (at the Sublessee's cost) to the Executive Director of Township Leasing unless otherwise agreed; or
  - (B) surrender the Sublease; and
- (iii) the Sublessor, the Land Trust and the Land Council must cooperate to facilitate such a transfer or surrender.
- (c) If the Sublease is so transferred, the Sublessor may not terminate the Sublease for the Default Event or Termination Event the subject of the notice of intention to terminate.
- (d) If the Sublease is surrendered, the Sublessor may not terminate any Township Underleases, which will then be held from the Sublessor, except in accordance with their terms.
- (e) The Sublessee must pay to the Sublessor any reasonable costs incurred by the Sublessor to facilitate such a transfer or surrender.
- (f) The Sublessee 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.

## **28.6 Waiver**

If this Sublease or the Sublessee's right to occupy the Township is terminated for any reason, the Sublessee waives any rights it might otherwise have to pursue a claim of restitution of any kind including, without limitation, a claim of unjust enrichment.

## **28.7 Consequences of termination**

Upon termination of this Sublease or the Sublessee's right to occupy the Township (whether through default or expiry or otherwise), the rights and obligations of the Parties will cease except for:

- (a) any obligations arising or rights accrued as a result of an existing breach of this Sublease; and
- (b) any obligations which are expressed to continue in accordance with the terms of this Sublease (see clause 1.5 [Survival]).

## **28.8 Terms of surrender**

Notwithstanding any other provision of this Sublease, including without limitation clauses 28.5 and 29, no surrender of this Sublease is permitted unless such surrender is on terms reasonably acceptable to the Parties.

# **29. Obligations on expiration or termination**

## **29.1 Return of Township**

Having regard to the condition Township at the Commencement Date, the Sublessee must return the Township to the Sublessor at the expiration,  
Sublease

surrender or earlier determination of this Sublease or the Sublessee's occupancy of the Township in a condition consistent with its obligations under this Sublease.

## **29.2 Dealing with the Sublessee's Improvements and property**

- (a) The Sublessee must, if so required by the Sublessor or the Land Trust acting reasonably, at or prior to the expiration, surrender or earlier determination of this Sublease or the Sublessee's occupancy of the Township take, remove and carry away from the Township all of the Sublessee's Improvements other than Improvements for the ongoing use of the Township as a township.
- (b) Taking into account clause 14.5 (Protection of Park Values), the Sublessee must, in consultation with the Sublessor, immediately make good any damage to the Township caused by the removal of the Sublessee's Improvements and must remove all rubbish and leave the Township in a clean state and condition.
- (c) The Sublessor or the Land Trust may, at the Sublessee's cost, remove or dispose of any of the Sublessee's Improvements not removed on or prior to the expiration, surrender or earlier determination of this Sublease or the Sublessee's occupancy of the Township as required by the Sublessor or the Land Trust in accordance with clause 29.2(a).
- (d) The Sublessee must not remove any Improvements or Services which are liable to become the property of the Land Trust pursuant to clause 29.3.
- (e) The Parties acknowledge that, if the Sublessee is desirous of disposing of any property or equipment belonging to the Sublessee used in connection with the Township but which the Sublessee no longer requires on expiry, surrender or earlier termination of this Sublease, the Land Trust may have a right of first refusal over such property and equipment on the same terms as clause 10 of the Head Lease.

## **29.3 Ownership of Improvements at the end of the Sublease**

- (a) At the expiry or sooner determination of this Sublease, all Improvements and Services (including Sublessee's Improvements and Sublessee's Services) but excluding any of the Sublessor's Improvements and Sublessor's Services and Sublessee's Improvements required to be removed pursuant to clause 29.2(a) will, subject to any continuing right, title or other interest, be the property of the Land Trust in consideration of the sum of \$1, if demanded by the Sublessee.
- (b) Subject to any agreements in writing between the Land Trust and the Sublessee, the Land Trust will not be required to further compensate the Sublessee for the transfer of the Improvements and Services.
- (c) The Sublessee undertakes to do all things necessary, including procuring the agreement and cooperation of any Underlessee or Licensee, to enable the Land Trust to enjoy and exercise its rights and interests under this clause 29.3.

## **29.4 Novation of agreements**

- (a) Subject to clause 29.5, upon the transfer, expiration, surrender or earlier determination of this Sublease or any holding over period, the Sublessee must (at its cost) use its best endeavours to novate or assign, without payment, to the Sublessor or (in the event of transfer of this Sublease) to a Township Entity or another entity approved by the Commonwealth:
  - (i) any service or maintenance agreement relating solely to the Township, Improvements or Services (or any part of it) or the benefit of any such agreement; and
  - (ii) any other agreement relating solely to the Township (or any part of it) or the benefit of any such agreement (excluding employment and insurance contracts).
- (b) Nothing in this clause 29.4 requires the Sublessor to request the novation or assignment of any agreement.

## **29.5 Assignment or Transfer of Township Underleases and Novation of Township Licences**

Prior to or upon the surrender or transfer of this Sublease (including a transfer or surrender pursuant to clause 28.5), the Sublessor, the Land Trust and the Sublessee must, at the Sublessee's cost, cooperate to novate all Township Licences to the transferee or the Sublessor. The Parties acknowledge that upon the transfer of this Sublease, all Township Underleases will be held from the transferee and, upon surrender of this Sublease, all Township Underleases will be held from the Sublessor.

## **30. Dispute resolution**

### **30.1 Procedure to resolve disputes**

- (a) If there is a dispute between the Parties relating to or arising out of this Sublease, the Parties must use best endeavours acting in good faith to settle the dispute as soon as practicable.
- (b) The procedure that is to be followed to settle a dispute arising under this Sublease is as follows:
  - (i) first, negotiation of the dispute under clause 30.3; and
  - (ii) secondly, mediation of the dispute under clause 30.4 (if agreed),
 unless the Parties agree that the dispute is best resolved by an independent expert in accordance with clause 30.5 or clause 30.5 otherwise applies.

### **30.2 No proceedings or arbitration**

- (a) A Party may not commence court proceedings in relation to a dispute arising in connection with this Sublease until it has exhausted the procedures in this clause 30, unless the Party seeks appropriate injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

### 30.3 Negotiation

- (a) If there is a dispute between the Parties relating to or arising out of this Sublease (other than a dispute to which clause 30.5 applies), then within 10 Business Days (or such longer period agreed between the Parties) of a Party notifying the other Party of a dispute, each Party to the dispute will nominate in writing a senior representative authorised to settle the dispute on its behalf.
- (b) The Parties must ensure that during the 25 Business Day period after a notice is given under clause 30.3(a) (or such longer period agreed between the Parties), their representatives must use best endeavours acting in good faith to resolve the dispute by joint discussions.
- (c) To assist the Parties in negotiating a resolution to the dispute, the Parties may agree on:
  - (i) the selection and payment of any Third Party to be engaged by the Parties;
  - (ii) a timetable to resolve the dispute;
  - (iii) any exchange or relevant information and documents; and
  - (iv) the place, date and time where meetings will be held.
- (d) The role of any Third Party will be to assist in negotiating a resolution to the dispute. A Third Party may not make a decision that is binding on a Party unless that Party's representative has so agreed in writing.
- (e) Any information or documents disclosed by a representative under this clause 30.3 must be kept confidential and may not be used except to attempt to settle the dispute.
- (f) Each Party must bear its own costs of resolving a dispute under clause 30.3 and the Parties must bear equally the costs of any Third Party engaged.

### 30.4 Mediation

If a dispute relating to or arising under this Sublease is not resolved within 30 Business Days (or such longer period as agreed between the Parties) of notification of the dispute under clause 30.3, the Parties will, if mutually agreed, submit the matter to mediation on the following terms:

- (a) the mediator will be chosen by the Parties within 10 Business Days (or such longer period agreed between the Parties) of agreeing to use mediation to resolve the dispute under this clause 30.3 and appointed within a further 5 Business Days (or such longer period agreed between the Parties);
- (b) in the absence of agreement by the Parties as to the mediator, either Party may apply to the Chief Executive Officer of Resolution Institute ACN 008 651 232 to appoint a mediator who must be appointed within 10 Business Days (or such longer period agreed between the Parties) of the application;

- (c) the Parties must endeavour to procure that a mediator appointed under paragraph 30.4(a) or 30.4(b):
  - (i) assists the Parties to reach a resolution of the dispute by agreement;
  - (ii) acts impartially and ensures that each Party has a clear understanding of the other Party's points of view to enable proposals to be formulated for settlement of the dispute;
  - (iii) does not make his or her personal or professional views known to the Parties or give any professional advice to a Party;
  - (iv) is entitled to terminate the mediation if, after consultation with the Parties, the mediator forms the view that the mediation process is exhausted; and
  - (v) does not impose a solution on the Parties and any suggestion made during the course of the mediation by the mediator will not be binding on a Party;
- (d) each Party may appoint a person, including a legally qualified person, to represent it or assist it in the mediation;
- (e) each Party will bear its own costs relating to the preparation for and attendance at the mediation;
- (f) the costs of the mediator will be borne equally between the Parties; and
- (g) the mediation process will cease if the dispute has not been settled within 30 Business Days of the mediator being appointed, or such longer time as may be agreed by the Parties.

### **30.5 Independent expert**

- (a) Where the Parties agree that a dispute is best resolved by an independent expert, the Parties will submit to the following procedure to resolve the dispute:
  - (i) the Parties will choose and appoint an independent expert;
  - (ii) in the absence of agreement by the Parties as to the independent expert within 10 Business Days (or such longer period agreed between the Parties) of notice of a dispute, the independent expert will be appointed on the application of either Party by:
    - (A) the National President or other senior office bearer for the time being of the Australian Property Institute (Inc); or
    - (B) the President or other senior office bearer for the time being of the Institute of Arbitrators and Mediators Australia;
  - (iii) the independent expert must make a determination or finding on the issues in dispute as soon as practicable and, in any event, within 15 Business Days, or such longer period as may be agreed between the Parties;

- (iv) the independent expert will act as an expert and not as an arbitrator and may adopt such procedures as he or she sees fit, provided that he or she must not proceed with any inquiries in the nature of judicial inquiries or allow any oral hearing or adversarial process to take place;
- (v) the independent expert's determination will be final and binding on the Parties, provided that if a Party believes there is a manifest error in the expert's determination, that Party may within 2 Business Days (or such longer period agreed between the Parties) of receipt of the determination, advise the expert and the other Party in writing that it considers there is a manifest error. If the expert agrees there is a manifest error, it must issue an amended determination within a further 5 Business Days (or such longer period agreed between the Parties). If the expert does not agree that the initial determination contained a manifest error, and the Party still considers there is a manifest error, that Party may refer the question of whether there is a manifest error to a different independent expert in accordance with this clause 30.5 and, if the second expert determines that there is no manifest error, the determination of the first expert is final and binding but, if the second expert determines that there is a manifest error, the second expert must make a determination de novo based on the materials submitted to the first expert (and such other materials the second expert calls for) and, in the absence of manifest error, the second independent expert's decision will be final and binding on the Parties;
- (vi) the parties may make written submissions to the expert, and the expert may discuss the submissions with the Parties;
- (vii) the provisions of the *Commercial Arbitration Act 1985* (NT) do not apply; and
- (viii) the costs of the independent expert will be borne by the Parties equally or as the independent expert may otherwise determine and each Party will bear its own costs relating to the independent expert's decision.

### **30.6 Continue to perform**

Notwithstanding the existence of a dispute, each Party must continue to perform its obligations under this Sublease.

## **Part 10 - General**

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### **31. General**

#### **31.1 Compliance with Head Lease**

In performing its obligations and exercising its rights under this Sublease, the Sublessee will not do anything which would cause the Sublessor to be in breach of the Head Lease.



### **31.2 Amendments**

Subject to the Land Rights Act, the Parties may from time to time by agreement in writing, amend or vary the provisions of this Sublease.

### **31.3 Nature of obligations**

- (a) Any provision in this Sublease which binds more than one person binds all of those persons jointly and each of them severally.
- (b) Each obligation imposed on a Party by this Sublease in favour of another is a separate obligation.

### **31.4 Entire understanding**

- (a) This Sublease contains the entire understanding between the Parties concerning the subject matter of the Sublease and supersedes all prior communications between the Parties.
- (b) Each Party acknowledges that, except as expressly stated in this Sublease, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another Party in relation to the subject matter of this Sublease.

### **31.5 No adverse construction**

This Sublease is not to be construed to the disadvantage of a Party because that Party was responsible for its preparation.

### **31.6 Further assurances**

A Party, at its own expense and within a reasonable time of being requested by another Party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to this Sublease.

### **31.7 No waiver**

- (a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Sublease does not operate as a waiver of the power or right.
- (b) A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Sublease.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

### **31.8 Severability**

If any provision of this Sublease is void, voidable by any party, unenforceable or illegal, it shall be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or, where possible, the offending words), shall be severed from this Sublease without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) of this Sublease which will continue in full force and effect.

### **31.9 Successors and assigns**

This Sublease binds and benefits the Parties and their respective successors and permitted assigns under clause 31.10.

### **31.10 No assignment without consent of other Parties**

Except as expressly provided for in this Sublease, a Party cannot assign or otherwise transfer the benefit of this Sublease without the prior written consent of each other Party. This clause 31.10 is subject to the Land Rights Act.

### **31.11 Consents and approvals**

Where anything depends on the consent or approval of a Party then, unless this Sublease provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that Party.

### **31.12 Costs**

Each Party must pay its own legal costs of and incidental to the preparation and completion of this Sublease.

### **31.13 Governing law and jurisdiction**

- (a) This Sublease is governed by and must be construed in accordance with the laws in force in the Northern Territory.
- (b) The Parties submit to the exclusive jurisdiction of the courts of that Territory and the Commonwealth of Australia in respect of all matters arising out of or relating to this Sublease, its performance or subject matter.

### **31.14 Notices**

Any notice or other communication to or by a Party under this Sublease:

- (a) may be given by:
  - (i) personal service, pre-paid registered post or facsimile; and
  - (ii) except in the case of a Default Notice or a notice of termination of this Sublease, by electronic mail;
- (b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 23 or to any other address last notified by the Party to the sender by notice given in accordance with this clause;
- (c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the CATSI Act, as applicable; and
- (d) is deemed to be given by the sender and received by the addressee:
  - (i) if delivered in person, when delivered to the addressee;

- (ii) if posted, 2 Business Days (or 6 Business Days, if posted outside Australia) after the date of posting to the addressee whether delivered or not;
- (iii) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause; or
- (iv) if sent by electronic mail, on the date and time on which the notice is actually received by the recipient's electronic mail system,

but if the delivery or receipt is on a day which is not a Business Day or is after 4.00 pm (addressee's time), it is deemed to have been received at 9.00 am on the next Business Day.

### **31.15 Counterparts**

If this Sublease consists of a number of signed counterparts, each is an original and all of the counterparts together constitute the same document.

### **31.16 Conflicting provisions**

If there is any conflict between the main body of this Sublease and any schedules or Annexures comprising it, the provisions of the main body of this Sublease prevail.

### **31.17 Non merger**

A term or condition of, or act done in connection with, this Sublease does not operate as a merger of any of the rights or remedies of the Parties under this Sublease and those rights and remedies continue unchanged.

### **31.18 Operation of indemnities**

- (a) Unless this Sublease expressly provides otherwise:
  - (i) each indemnity in this Sublease survives the expiry or termination of this Sublease; and
  - (ii) a Party may recover a payment under an indemnity in this Sublease before it makes the payment in respect of which the indemnity is given.

### **31.19 No right of set-off**

Unless this Sublease expressly provides otherwise, a Party has no right of set-off against a payment due to another Party. For the avoidance of doubt, this clause does not affect the right of Sublessee to recover Operating Expenses from the Aboriginals Benefit Account.

### **31.20 Relationship of Parties**

Unless this Sublease expressly provides otherwise, nothing in this Sublease may be construed as creating a relationship of partnership, of principal and agent or of trustee and beneficiary.

## Executed as a deed

Signed, sealed and delivered by the Director  
of National Parks by SALLY BARNES in the  
presence of: )  
)  
)  
)  
)  
)



C. B. A.  
Signature of witness

Sally Barnes  
Signature of authorised signatory

SEAN MICHAEL BOWDEN  
Full name of witness (please print)  
LAWYER 89416385  
DATE: 16.3.2017

Signed, sealed and delivered by the  
Commonwealth of Australia represented for  
the purposes of this Sublease by the Executive  
Director of Township Leasing in the presence  
of: )  
)  
)  
)  
)  
)

[Signature]  
Signature of witness

[Signature]

Signature of Executive Director of Township  
Leasing

KIM ANTHONY LOCKLEY  
Full name of witness (please print)  
LAWYER (02) 61523562  
DATE: 16.3.2017

Greg Roche  
Executive Director Township Leasing  
Level 5, Jacana House  
39-41 Woods St, Darwin NT 0800  
Name of Executive Director of Township  
Leasing (please print) (08) 9280114

The Common Seal of the Uluru-Katatjuta  
Aboriginal Land Trust was hereunto affixed  
upon the direction of the Central Land Council  
in the presence of:



Signature of CLC Chairman

Signature of CLC Executive Member

FRANCIS KELLY

Full name of CLC Chairman (please print)

MICHAEL LIDDLE

Full name of CLC Executive Member  
(please print)

DATE: 1 March 2017

The Common Seal of the Central Land  
Council was hereunto affixed in the presence  
of:



Signature of CLC Chairman

Signature of CLC Executive Member

FRANCIS KELLY

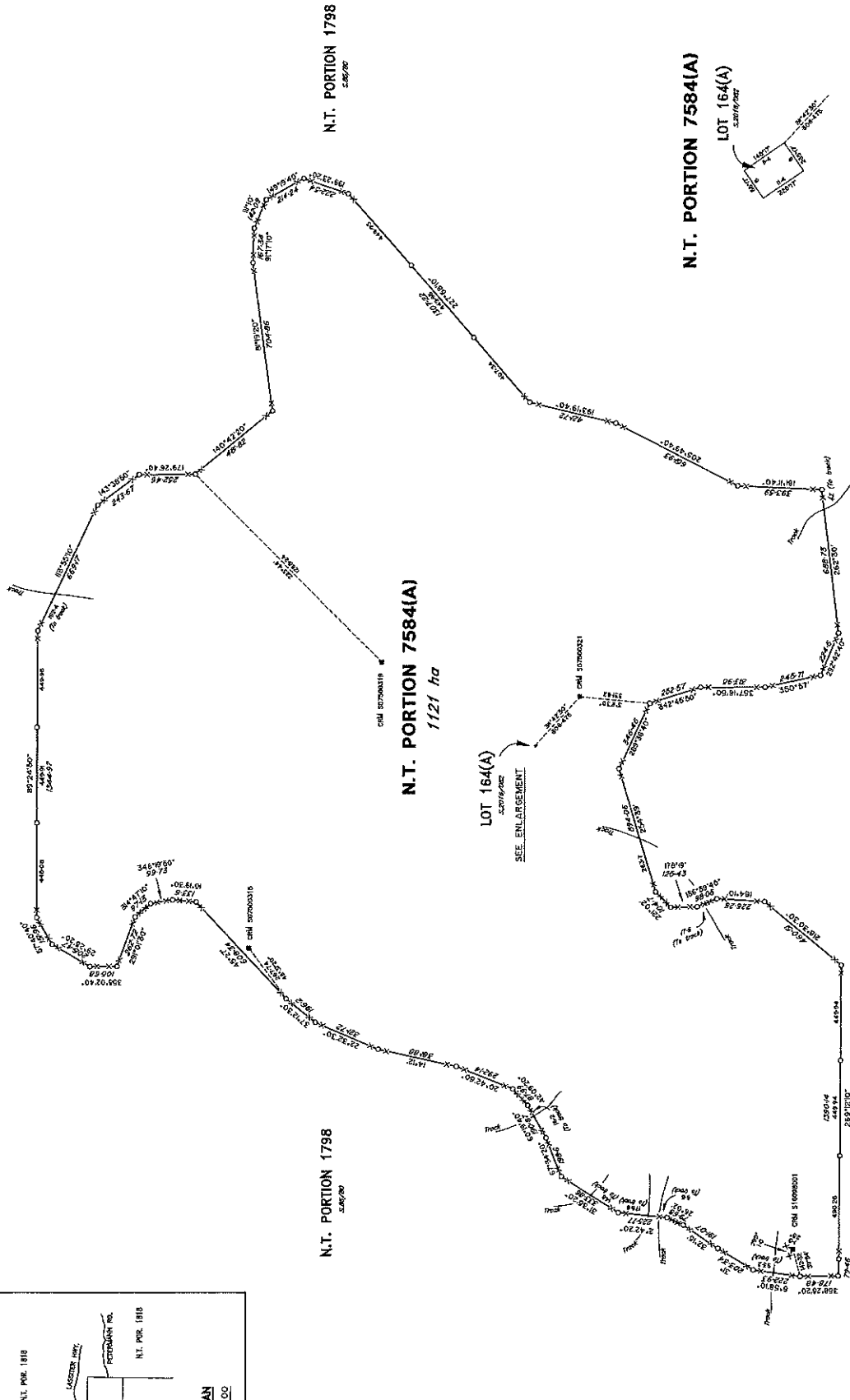
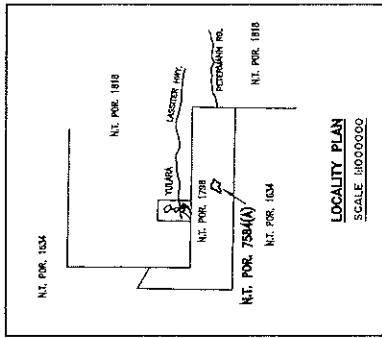
Full name of CLC Chairman (please print)

MICHAEL LIDDLE

Full name of CLC Executive Member  
(please print)

DATE: 1 March 2017

**Annexure 1 - Plan of Mutitjulu Township (Item 8)**



**N.T. PORTION 7584(A)**

**LOT 164(A)**

**ENLARGEMENT**  
NOT TO SCALE

LEGEND	DATE	BY
Concrete Post	2017	2017
Concrete Block	2017	2017
Flag or Marker Post	2017	2017
Reference Mark	2017	2017

DATE	BY
2017	2017
2017	2017

**NT PORTION 7584(A)**  
**PART OF N.T. PORTION 1798**  
**PETERMANN LOCALITY**

**SCALE** 1:1000000  
0 200 400 600 800 1000  
metres

**NT PORTION 1798**  
S.2016/098

**LOT 164(A)**  
S.2016/098

**LOCALITY PLAN**  
SCALE 1:1000000

**NOTE:** All dimensions are in metres.  
All lots are shown in their original form and are not to be used for any other purpose.  
The base of the survey is the datum of the Survey of South Africa.  
Horizontal measurements are at sea level unless otherwise stated.  
Vertical measurements are at sea level unless otherwise stated.

**MEASUREMENTS**  
Date: 2017  
By: 2017

**APPROVED**  
2017  
2017

WARNING - Damaged or expired plan will be rejected.

## Annexure 2 - Reservations in Land Rights Act (clause 2.2)

The Land Rights Act contains provision for the following reservations to apply to grants of land made under the Land Rights Act as at the Commencement Date:

- (a) access to estates;
- (b) construction of roads;
- (c) minerals (including water);
- (d) miner's rights;
- (e) land occupied by the Crown at the time of the grant;
- (f) land occupied by a "mission" at the time of the grant;  
and
- (g) roads which existed as public rights of way at the time of the grant.

The following table contains further detail, including references to the relevant sections of the Land Rights Act.

Subject Matter of Reservation		Sections of Land Rights Act
Access to estates		<ul style="list-style-type: none"> <li>■ Section 70 - Entry etc. on Aboriginal land</li> </ul>
Construction of roads		<ul style="list-style-type: none"> <li>■ Section 68 - Roads over Aboriginal land</li> </ul>
Land occupied by a "mission" at the time of the grant		<ul style="list-style-type: none"> <li>■ Section 3 - Interpretation</li> <li>■ Section 18 –Occupation or use of Aboriginal land by Mission</li> </ul>
Land occupied by the Crown at the time of the grant;		<ul style="list-style-type: none"> <li>■ Section 3 - Interpretation</li> <li>■ Section 14 - Occupation etc. by the Crown etc. of Aboriginal land vested in Land Trust</li> </ul>
Minerals (includes water)		<ul style="list-style-type: none"> <li>■ Section 3 - Interpretation</li> <li>■ Section 12(2) - Grants of land to Land Trusts</li> <li>■ Section 12(2AAA) - Additional grant to Land Trust</li> </ul>
Miner's rights		<ul style="list-style-type: none"> <li>■ Section 3 - Interpretation</li> <li>■ Section 75 - Application of miner's right in relation to Aboriginal land</li> </ul>



Subject Matter of Reservation		Sections of Land Rights Act
Roads		<ul style="list-style-type: none"> <li>■ Section 3 - Interpretation</li> <li>■ Sections 12(3) and 12(3A) - Grants of land to Land Trusts</li> <li>■ Section 12AA - Agreements with respect to roads on land described in Schedule 1</li> <li>■ Section 12AB - Declaratory orders with respect to roads on land described in Schedule 1</li> <li>■ Section 12AC - Effect of agreement or order</li> </ul>

### Annexure 3 – Approvals under the Management Plan - construction of buildings, works and excavations (clauses 16.3(a) and (c))

The Management Plan provides for 3 impact assessment categories. The following actions may be carried out (subject to clause 16.3(c)):

All **Category 1 actions** described in Table 2 in Section 8 of the Management Plan. As at the Commencement Date those Category 1 actions are:

Category 1 actions	Example
Actions considered likely to have no impact, or no more than a negligible impact, on the Park's environment and natural and cultural values, and on the traditional Aboriginal owners of the Park (Nguraritja).	<ul style="list-style-type: none"> <li>• Minor capital works e.g. maintenance, replacement, repairing or improving existing infrastructure in its present form</li> <li>• Regular/routine ongoing operations to implement prescriptions in this plan e.g. patrols/weed control/fire management</li> <li>• Trimming or clearing vegetation around road signs or visitor sites</li> </ul>

All **Category 2 actions** described in Table 2 in Section 8 of the Management Plan EXCEPT to the extent that such actions are likely to have a more than negligible impact of an area of the Park outside the Township. As at the Commencement Date those Category 2 actions are:

Category 2 actions*	Example
Actions considered likely to have more than a negligible impact, but not a significant impact, on the Park's environment and natural and cultural values, and on the traditional Aboriginal owners of the Park (Nguraritja).	<ul style="list-style-type: none"> <li>• Moderate capital works e.g. new infrastructure or moderate expansion/upgrade of existing infrastructure</li> <li>• Rehabilitation of heavily eroded sites</li> <li>• Developments for approved existing tourism activities that do not require major works</li> <li>• Minor new operations or developments to implement prescriptions in this plan</li> </ul>

#### \* Note

Category 3 actions are actions considered likely to have a significant impact on the Park's environment and natural and cultural values and on the traditional Aboriginal owners of the Park (Nguraritja). For example, major capital works such as new major infrastructure or major expansion/upgrade of existing infrastructure.

Director of National Parks will consider whether action should be referred for consideration as a 'controlled action' under the EPBC Act. If action not referred, or referred and Minister decides it is not a controlled action, then it is treated as per Category 2 action.

**Annexure 4 – Approvals under the Management Plan - commercial activities (clauses 16.3(b) and (c))**

The following activities may be carried out (subject to clause 16.3(c)):

All commercial activities in the Township EXCEPT to the extent:

- the activity will be conducted in areas of the Park outside the Township; or
- the activity involves commercial image capture,

for which approval in accordance with the Management Plan will be required.

## **Annexure 5 – Guidelines for inclusions in the Master Plan (clause 15.2(c))**

The Sublessee, in developing or amending the Master Plan, should consider including, incorporating or making provision for, where appropriate:

- any pre-existing or updated boundary survey and cadastral map of the Township that describes the boundary of the Township and individual lots within the Township;
- a zoning map providing for areas within the Township for specific uses, including any documents under the Planning Act or other programs of the Territory related to planning and zoning within the Township, for example the Remote Minor Communities Planning Framework;
- a record and assessment of the status of Existing Improvements and Existing Services in the Township, including:
  - any assessments, surveys, maps or descriptions of the essential services infrastructure within or that provides a Service to the Township, and
  - any future upgrades of that infrastructure that may be required to support the development of the Township;
- future needs of the Township considered necessary by the Sublessee or provided by the Territory, the Sublessor or Third Parties (such as the Mutitjulu Community Aboriginal Corporation or the Regional Council), including:
  - municipal infrastructure and services;
  - public and other housing;
  - parks, sporting infrastructure and facilities; and
  - facilities for community use;
- environmental protection processes and planning, particularly those provided for by the Sublessor;
- cultural heritage protections or management plans;
- applicable Planning Law, Environmental Law, regulations and by-laws that concern the use and development of the Township;
- the Sublessee's approval processes for the development or use of land in the Township as established and applied by the Sublessee.

## Annexure 6 – Protection of Park Values (clause 14.5)

- A. In carrying on the Permitted Use, the Sublessee will use its best endeavours to cooperate with the Sublessor to minimise the impact on Park values, including:
1. in relation to **weed control programs** in the Park including managing existing weeds, preventing invasion by new weed species, and increasing understanding of management issues relating to weeds and introduced plants among Township residents, business owners and visitors.
  2. in relation to **soil erosion programs** to manage existing soil erosion and to prevent further erosion of soil in the Township.
  3. in relation to **fire hazard reduction and fire suppression activities** in the Park.
  4. to keep the Township free of **animals and plants** not native to the Uluru Kata-Tjuta region (other than animals and plants authorised under the EPBC Act to be brought into and kept in the Township).
  5. by **reporting Environmental damage or risk of damage** (being damage that is more than negligible) to the Township to the Sublessor and cooperate with the Sublessor regarding remedial action.
- B. In carrying on the Permitted Use, the Sublessee will use its best endeavours to have in place arrangements so that:
1. all **domestic waste** (within the meaning of the EPBC Regulations) is removed to an appropriate waste facility in the Township.
  2. all **industrial waste** (within the meaning of the EPBC Regulations) is removed from the Park unless the Sublessor, in accordance with the EPBC Regulations, determines that an area or a receptacle in the Township may be used for industrial waste.
  3. **waste or any offensive or polluting matter or liquid** is not placed or tipped on the bank, in the bed or in the water of any watercourse or in any drain.
  4. all damage (being damage that is more than negligible) caused to the Township by the **spillage of petroleum products or other pollutants** is promptly remedied.
  5. **chemicals or inflammable gases, fluids or substances** are not used or stored in the Township, except for normal applications consistent with the use of the Township as a township.

For avoidance of doubt, the Sublessee's obligations in this Annexure 6 are limited to the Township.