

Form 31

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



DL00692818D

NT STAMP DUTY

Commissioner of Taxes use only 29/12/08

(NOTE 1)
3971 11955604 LSP EXEMPT UNDER
31.90(2) ABORIGINAL LAND RIGHTS ACT 1976

Dealing Number: **692818** Lodged 13/02/2009 at 15:00:12
Dealing Type: **LS** By **CASH**
Volume **732** Folio **802** Fee \$ **135.00** Receipt **275362**

LEASE

The owner leases to the tenant the land described and the tenant accepts this lease 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)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
See Annexure						

(NOTE 4)

INTEREST BEING LEASED

That part of the Land described in Annexure 2 to this Lease and shown on the attached plans in Annexure 2 to this Lease, being NT Portion 7006(A), NT Portion 7008(A) and NT Portion 7007(A).

(NOTE 5)

MARKET RENT UNDER THE LEASE

Refer clause 5 of this Lease	GST Amount	Refer clause 5 and 12 of this Lease
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(NOTE 6)

OTHER CONSIDERATION (Include Nil or Nominal Rent)

Refer clause 11 of this Lease	GST Amount	Refer clause 11 and 12 of this Lease
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OWNER

Anindilyakwa Land Trust

(NOTE 7)

TENANT

Name: Executive Director of Township Leasing
Address: Centraplaza, 16 Bowes Street, Woden ACT 2606

(NOTE 8)

TENANCY

Joint Tenants/Tenants in Common (Shareholding)

(NOTE 9)

TERM OF LEASE

Commencing:	Expiring:	Right of Renewal:
04.12.2008	03.12.2048	Yes

(NOTE 10)

CONSENTS

Nil

(NOTE 11)

See Attached Execution Clause.....
SIGNED by the Owner

on (Date)

In the presence of:

Qualified Witness:

Please see Page 62
of the attached
provisions of Lease

See Attached Execution Clause.....
SIGNED by the Tenant

on (Date)

In the presence of:

Witness:

Please see Page 62 of
the attached
provisions of Lease

(NOTE 12)

Registered on 13/2/2009 At 15.53

W. Enderburg

W
M
RW

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 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 not apply. (delete one)
- ☒ To comply with the provisions annexed to this lease.

SCHEDULE OF NOTES

1. A lease signed on or after 1 July 2006 is required to be stamped by the Commissioner of Taxes where (i) there is no consideration, or (ii) the consideration is nominal, or (iii) there is valuable consideration other than rent under the lease.
2. This form may be lodged in triplicate. The original must be typed or completed in ink or biro. The duplicate and triplicate may be a copy of the original but the signatures of all parties and their witnesses must be in ink or biro on the original, duplicate and triplicate. If the words "owner" and "tenant" are considered in appropriate 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. Volume and Folio references must be given together with a description of the location, the lot number and unit plan number if applicable. If a certificate as to title has been issued it must be produced.
5. 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*.
6. Pursuant to Section 66 (1)(c) of the *Land Title Act* state whether the rent under the lease is market rent, or nil or nominal rent. Market rent means any rent that is not nominal. A lease for nil or nominal rent or other consideration must show the imprint of the Commissioner of Taxes. For the GST amount, if the 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.
7. Insert full name. Address is not required.
8. Insert full name and an address for the service of notices. The address can be a postal address.
9. 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*.
10. Insert first day of the lease, last day of the lease and whether a right of renewal ("Yes" or "No").
11. 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.
12. 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 Practitioners 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.**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 Department of Planning and Infrastructure 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.

DEALING: Lease
Form 95

OWNER: Anindilyakwa Land Trust

TENANT: Executive Director of Township Leasing

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS

NORTHERN TERRITORY OF AUSTRALIA

IMPORTANT NOTICE

Please Note Privacy Statement Overleaf

ANNEXURE SHEET

(Notes 1,2)

ANNEXURE 1

(NOTE 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CUFT	650	677	NT Portion	1064	B 000483	N/A
	732	802	NT Portion	1199	B 000517	N/A
			NT Portion	1310	A 000711	N/A
			NT Portion	1509	S 74/145	N/A
			NT Portion	1540	S 74/153	N/A
			NT Portion	1541	S 74/153	N/A
			NT Portion	1542	S 74/153	N/A
			NT Portion	1632	CP 004201	N/A
			NT PORTION	1653	CP 004201	N/A
			NT PORTION	1654	CP 004201	N/A
			NT Portion	6823	CP 005219	N/A

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14/04/09
RW
Tul
BB

DEALING: Lease

OWNER: Anindilyakwa Land Trust

TENANT: Executive Director of Township Leasing

SCHEDULE OF NOTES

1. If there is insufficient space to accommodate the required information in a panel on the parent instrument insert the words "See Annexure" and enter all the information on the annexure sheet under the appropriate heading.
2. If the instrument is lodged in duplicate (or triplicate) an annexure sheet must be attached to each. The annexure attached to the original must be typed or completed in ink or biro, that attached to the duplicate (or triplicate) may be a copy of the original. Alterations to information entered on the form should be crossed out (not erased or obliterated by painting over) and initialled by the parties.
3. Multiple annexures may appear on the same annexure sheet but each must be correctly headed.

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 Department of Planning and Infrastructure 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.

Head Lease
Townships of Angurugu, Umbakumba and Milyakburra

Anindilyakwa Land Trust

and

Executive Director of Township Leasing

and

Anindilyakwa Land Council

Township Lease

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Township Lease

Head Lease

Date

2008

Parties

1. Anindilyakwa Land Trust, established by subsection 4(2A) of the Land Rights Act ("the **Land Trust**")
2. Executive Director of Township Leasing, established by section 20B of the Land Rights Act, on behalf of the Commonwealth of Australia as an Approved Entity within the meaning of the Land Rights Act ("the **LE**")
3. Anindilyakwa Land Council, established under the Land Rights Act (or if the boundaries are varied so as to exclude the Township from its area, then the Land Council for the area of the Township established under the Land Rights Act) ("the **Land Council**")

(collectively referred to as "the **Parties**")

Background

- A. The Land Trust is the registered proprietor of an estate in fee simple in the Land which includes the Township.
- B. The Parties have agreed that the Township (including all Improvements and Services) will be leased to the LE by the Land Trust pursuant to subsection 19A(1) of the Land Rights Act.
- C. The Parties acknowledge that this Lease will enable the LE to develop the Township, and improve the prosperity and wellbeing of its residents, whilst protecting those with existing rights, titles or other interests in the Township, and those who currently occupy or use land in the Township, with minimal disruption to existing arrangements.
- D. The Land Trust has received written consent from the Commonwealth Minister as required by paragraph 19A(1)(a) of the Land Rights Act for the grant of this Lease.
- E. The Land Trust has received written direction from the Land Council as required by paragraph 19A(1)(b) of the Land Rights Act for the grant of this Lease.
- F. The Land Council, as required by subsection 19A(2) of the Land Rights Act, is satisfied that:
 - (a) the traditional Aboriginal owners of the land understand the nature and purpose of this Lease and as a group, consent to it;
 - (b) any Aboriginal community or group that may be affected by this Lease has been consulted and has had adequate opportunity to express its view to the Land Council; and
 - (c) the terms and conditions of this Lease are reasonable.

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Township Lease

- G. The Land Council has received the approval of the Minister to enter into, and permit the Land Trust to enter into, this Lease, as required by subsection 27(3) of the Land Rights Act.
- H. The LE is a body approved as an Approved Entity under the Land Rights Act and is capable of receiving a grant of a lease pursuant to section 19A of the Land Rights Act.

Agreed terms

1. Definitions and interpretation

1.1 Definitions

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

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

Aboriginal Areas Protection Authority means the authority established under the *Northern Territory Aboriginal Sacred Sites Act 1989 (NT)* and known as the Aboriginal Areas Protection Authority;

Aboriginal and Torres Strait Islander Corporation has the meaning given to that term in the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth)*;

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

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;

Angurugu means the area of Angurugu as described in Annexure 2;

Annexure means an annexure to this Lease;

Annual Payment has the meaning given to that term in clause 5.1(b)(ii);

Approval means any permit, licence, consent, grant, certificate, sealing or other approval obtained or required to be obtained by the LE from a Government Agency or any other person in relation to the Township or the use and occupation of the Township and includes any Planning Approval and any requisition, condition or requirement from a Government Agency or any other person;

Approved Entity has the meaning given to that term in the Land Rights Act;

Asbestos Legislation means any Law relating to the removal, replacement, control, identification, sealing, enclosing or otherwise dealing with the existence of asbestos on land;

Authority Certificate means a certificate issued by the Aboriginal Areas Protection Authority under section 22(1) of the *Northern Territory Aboriginal Sacred Sites Act 1989 (NT)*;

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

Building includes:

- (a) a structure and part of a building or a structure;
- (b) fences, walls, out-buildings, service installations and other appurtenances of a building; or
- (c) a boat or a pontoon which is permanently moored or fixed to a building or land;

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

Clean-Up Notice means a notice served under any Law relating to Contamination in, on, under or emanating from the Township;

Commencement Date means the date specified in Item 3 of the Schedule;

Commercial Sublease means a Township Sublease granted by the LE for the Permitted Use relating to commercial operations;

Commonwealth Entity has the meaning given to that term in the Land Rights Act;

Confidential Information means:

- (a) Information that at the time of disclosure by a Disclosing Party is identified to the Receiving Party as being confidential; and
- (b) all other Information belonging or relating to a Disclosing Party, or any Related Entity of that Disclosing Party, that is not generally available to the public at the time of disclosure other than by reason of a breach of this Lease and which the Receiving Party knows, or ought reasonably to be expected to know, is confidential to that Disclosing Party or any Related Entity of that Disclosing Party;

Construct includes reconstruct or make structural changes and the word **Construction** has a corresponding meaning;

Consultative Forum means the Consultative Forum established under clause 21.1;

Contamination means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance of any kind which makes or may make the Environment unsafe, unfit or harmful for habitation, use or occupation by any person or animal or is such that any part of the Environment does not satisfy the contamination criteria or standards published or adopted by the Relevant Authority from time to time and the word **Contaminant** has a corresponding meaning;

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

Criminal Code means the *Criminal Code Act 1983 (NT)*;

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 Aboriginal peoples 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 within which the LE must cure a Default Event (other than a Financial Default), in accordance with clause 23.1(c), including any extensions of that period under clause 23.4;

Cure Plan means a plan by a Party 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 material breach 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; or
- (b) a persistent and material failure by the LE to comply with this Lease;

Default Notice means a notice given under clause 23.1;

Default Rate means a rate equal to the Reference Index plus 2%;

Designated General Access Areas has the meaning given to that term in clause 14.1(a);

Development includes:

- (a) the Construction or exterior alteration or exterior decoration of a Building;
- (b) the demolition or removal of a Building or Works;
- (c) the Construction or carrying out of Works;
- (d) the subdivision or consolidation of land, including Buildings or airspace;
- (e) the placing or relocation of a Building or Works; and
- (f) the Construction or putting up for display of signs or hoardings;

Disclosing Party means the party to whom Information belongs or relates;

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 Hazard means a state of danger to human beings or the Environment whether imminent or otherwise resulting from the location, storage or handling of any substance having toxic, corrosive, flammable, explosive, infectious or otherwise dangerous characteristics;

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;

Existing Housing Authority means the Housing Authorities set out in Item 4 of the Schedule, and where the responsibilities of that authority have been transferred or are to be transferred to another body, that other body;

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 on or connected to the Township as at the Commencement Date;

Existing Services Provider means the persons recognised under clause 6.5(a) and 6.5(d) who use their occupation in the Township to provide Services to the Township, and where their responsibilities have been transferred to another person, that other person;

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

Financial Default means a failure by the LE to pay when due any money which the LE is obliged to pay to the Land Council under this Lease (including a failure to pay any Lease Payment when due);

Foreshore means the area between the high water mark and 50 metres landward from the high water mark;

Further Term means any period specified in Item 7 of the Schedule;

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)*;

Hazardous Substance means any substance that causes, or might reasonably be expected to cause, injury to any person exposed to that substance, including dangerous, inflammable, volatile or explosive substances or goods, and any emission from that substance;

Housing Authority means a body which provides community or public housing for residents of the Township;

Housing Authority Sublease means a Township Sublease granted by the LE to a Housing Authority;

Improvements means all Buildings, structures, fixtures, fittings, plants, equipment, partitions, signs or other materials or articles which are erected on or attached to the Township;

Income means:

- (a) the amount of:
 - (i) all payments received or receivable by the LE from the holders of existing rights, titles or other interests, or the holders of Rights of Occupation, 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 LE from Sublessees, Licensees and other persons granted rights by the LE 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 LE or received or receivable by the LE 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 LE on amounts under paragraph (a); but
- (c) for the avoidance of doubt, does not include:
 - (i) unless paid to the LE, 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 LE, or otherwise provided by the Commonwealth for the use of the LE, other than payments referred to in paragraph (a)(iii);

Industrial Waste means any waste arising from commercial, industrial or trade activities and any waste containing substances or materials that are potentially harmful to human beings or the Environment;

Information means any information, whether oral, graphic, electronic, written or in any other form, including:

- (a) forms, memoranda, letters, specifications, processes, procedures, statements, research and development information, know-how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, names and details of agents, employee details, reports, drawings and data;
- (b) copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered; and
- (c) samples or specimens (if any) disclosed either before or after execution of this Lease;

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 party;

Interest means interest payable by the LE under clause 23.3;

Introductory Payment has the meaning given to that term in clause 5.1(b)(i)(A) and Item 5 of the Schedule;

Land means the land described in Item 1 of the Schedule;

Land Council's Agents means the employees, contractors, agents and any other person appointed from time to time by the Land Council as agent of the Land Council;

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

Land Trust's Agents means the employees, contractors, agents and any other person appointed from time to time by the Land Trust as agent of the Land Trust;

Land Trust's Improvements means all Improvements the property of the Land Trust as recognised in clause 8.1;

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;

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

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

after the Commencement Date;

LE's Percentage means the same percentage as the Township bears to the area of the Land to which an Outgoing applies, as determined by the Land Trust and notified to the LE;

LE's Services means all Services installed in or on the Township by the LE after the Commencement Date;

LEADR means Lawyers Engaged in Alternative Dispute Resolution;

Lease means this lease including the Background, the Schedule and the Annexures;

Lease Payments has the meaning given to that term in clause 5.1;

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

Letter of Intent means the letter entitled 'Letter of Intent' signed by the Land Council and the Commonwealth of Australia dated 20 May 2008;

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

Milyakburra means the area of Milyakburra as described in Annexure 2;

Non-Traditional Permanent Resident means a Permanent Resident who is a Non-Traditional Person;

Non-Traditional Person means a natural person who is not a Traditional Person;

Non-Vacant Land means any land in the Township which is:

- (a) subject to an existing right, title or other interest other than this Lease;

- (b) subject to a Right of Occupation;
- (c) subject to a Township Sublease or Township Licence; or
- (d) fenced;

Notice to Extend has the meaning given to that term in clause 28.1(a);

Occupiers has the meaning given to that term in clause 6.2(a) and the term **Occupier** has a corresponding meaning;

Operating Expenses means the costs of the LE in earning Income. This includes:

- (a) the costs of the LE undertaking functions, exercising powers and complying with its obligations under this Lease;
- (b) the costs of the LE complying with any other obligations under a Law in relation to the Township;
- (c) the costs of the LE in preparing land for, and negotiating, arranging, and granting, Township Subleases, Township Licences, and other rights in relation to occupation or use or enjoyment of or access to the Township; and
- (d) the costs of management of Township Subleases, Township Licences and other rights 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 to a matter which provides benefits or rights to the LE 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.

These costs include:

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

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

- (g) depreciation on any Improvements in the Township;
- (h) costs incurred before the Commencement Date;
- (i) without limitation to paragraph (h), any costs in relation to the establishment of the LE and this Lease; and
- (j) in respect of those items excluded from Income pursuant to paragraph (c)(i) of the definition of Income:
 - (i) the associated expenditure in relation to those items; and

- (ii) a proportion of administration and management costs of the LE related to such items;

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 Land Trust; or
- (b) which a Government Agency properly requires the Land Trust to spend,

and which are:

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

Permanent Resident means a natural person who has resided in the Township for a period exceeding 12 months;

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

Permitted Use has the meaning given to that term in clause 13.1;

Personal Injury includes:

- (a) bodily injury, death, sickness, disease, disability, shock, fright, mental anguish or mental injury including the resultant loss of consortium or services at any time;
- (b) false arrest, detention, false imprisonment, discrimination, malicious prosecution or humiliation, or breach of confidentiality;
- (c) wrongful entry or wrongful eviction or other invasion of the right to private occupancy; and
- (d) assault and/or battery not intentionally committed by or at the discretion of the insured unless so directed for the purpose of preventing or eliminating danger to property or persons;

Planning Approval means any Approval given under any Law and Planning Scheme or any Planning Scheme amendment approved and gazetted, from time to time, under any applicable Law;

Planning Scheme means any planning scheme under any applicable Law setting the framework for planning the use, development and protection of the Township or any part of the Township;

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

Receiving Party means the party to whom Information is disclosed or who possesses or otherwise acquires Information belonging or relating to a Disclosing Party;

Reference Index means:

- (a) the monthly average yield of 90-day bank accepted bills published by the Reserve Bank of Australia for a relevant month (**90-Day Bank Bill Rate**); or
- (b) in the event that the 90-Day Bank Bill Rate is suspended or discontinued, the index benchmark that most nearly reflects the method of calculating the 90-Day Bank Bill Rate;

Regional Partnership Agreement means the agreement between the Land Council, the Commonwealth of Australia and the Northern Territory Government set out in the document at Annexure 3 entitled 'Regional Partnership Agreement' in relation to the Groote Eylandt Region and dated 20 May 2008;

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

Related Entity has the meaning given to that term in the Corporations Act;

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

Requirement means any lawful present or future notices, orders, directions, requirements, statutes, ordinances, proclamations, regulations, schemes, permits, by-laws or other regulatory requirements affecting or relating to the Township or the use of the Township, irrespective of whether the Requirement is addressed to the LE, the Land Trust, the Land Council or any other person;

Residential Sublease means a Township Sublease granted by the LE for the Permitted Use relating to residential housing;

Review has the meaning given to that term in clause 26(a);

Right of Occupation has the meaning given to that term in clause 6.2(a);

Sacred Site means a site that is sacred to Aboriginals or is otherwise of significance according to Aboriginal Tradition, and includes any land that, under a law of the Northern Territory, is declared to be sacred to Aboriginals or of significance according to Aboriginal Tradition;

Schedule means the schedule to this Lease;

Services means all utilities and services 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;

Sexual or Crime against Children Offence includes:

- (a) an offence against Division 2 of Part V of the Criminal Code;
- (b) an offence against section 192, 192B or 201 of the Criminal Code;
- (c) an offence of:
 - (i) counselling or procuring;

- (ii) aiding or abetting the commission of;
- (iii) conspiring to commit;
- (iv) attempting to commit; or
- (v) being an accessory after the fact to,

an offence referred to in this definition or an equivalent offence; or

- (d) any offence similar to paragraphs (a), (b) or (c) above in any jurisdiction;

Sublease has the same meaning given to that term in the Land Rights Act;

Sublessee means any person who has been granted a Township Sublease from the LE;

Term has the meaning given to that term in clause 2.1(a) and where the context permits any extension pursuant to clause 28.1;

Termination Event means:

- (a) the occurrence of an Insolvency Event; or
- (b) the abandonment of the Township by the LE for a continuous period of not less than 1 month;

Third Party means a party other than a Party to this Lease;

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

Township Licence means a licence granted by the LE pursuant to clause 10;

Township Sublease means a Sublease granted by the LE pursuant to clause 10;

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

Traditional Person means a natural person who:

- (a) is an Aboriginal from the Land; or
- (b) who practises the culture and traditions of the Aboriginal people of the Land and is recognised by the traditional Aboriginal owners of the Land as a member of the Aboriginal community on the Land; or
- (c) a spouse or child of a person identified in paragraph (a) or (b) above,

and the expression **Traditional People** has a corresponding meaning;

Umbakumba means the area of Umbakumba as described in Annexure 2;

Vacant Land means any land in the Township other than Non-Vacant Land;

Works includes any change to the natural or existing condition or topography of the land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil.

1.2 Interpretation

In this Lease, 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 Lease;
- (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 Lease, 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 includes a reference to the party's respective successors and permitted assigns;
- (q) money amounts are stated in Australian currency unless otherwise specified;

- (r) 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;
- (s) reference in this Lease to a Sublessee or the holder of a Township Sublease or Sublease is, where the Sublessee has granted a further estate or interest in the relevant area of the Township, to be taken to include a reference to such an underlessee or any person claiming an estate or interest in land through such Sublessee, or a licensee of the Sublessee, or any person claiming a licence through such Sublessee; and
- (t) reference in this Lease to a Licensee or the holder of a Township Licence or Licence is, where the 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 Licensee.

1.3 Exercise of functions by Land Trust

The Parties acknowledge that under subsection 5(2) of the Land Rights Act:

- (a) the Land Trust will not exercise its functions in relation to the Township except in accordance with a direction given to it by the Land Council; and
- (b) where such a direction is given, the Land Trust will take action in accordance with that direction.

1.4 Delegation

- (a) To the extent permitted by Law and subject to this clause 1.4, the Land Council may delegate any power, function or responsibility which the Land Council has under this Lease.
- (b) Any such delegation may be:
 - (i) revoked, changed or delegated; and
 - (ii) limited or may be subject to such conditions as the Land Council determines from time to time.
- (c) If the Land Council delegates any power, function or responsibility under this Lease to a person, the Land Council must give notice of such delegation to the LE (including the identity and address of any person to whom such power, function or responsibility is delegated). Where such notice has been given by the Land Council, the LE is entitled to rely upon such notice unless and until given notice of revocation of that delegation.
- (d) Where the Land Council has notified the LE of a delegation of power, function or responsibility pursuant to clause 1.4(c), the LE is entitled to request details of the delegation where a person purports to be acting under such a delegation. Once the LE obtains such details, it is entitled to rely on them unless and until given notice of revocation of that delegation.
- (e) Any person to whom a power, function or responsibility is delegated by the Land Council has, to the extent of that delegation and subject to compliance with the

terms and conditions of that delegation, full power and authority to act for and on behalf of and to bind the Land Council under this Lease.

1.5 Transfer of functions

- (a) The LE acknowledges that the Land Trust or the Land Council may be reconstituted, renamed or replaced and that some or all of the powers, functions or responsibilities of the Land Trust or the Land Council (as applicable) may be transferred to or vested in another entity.
- (b) If the Land Trust or the Land Council is reconstituted, renamed or replaced or if some or all of its powers, functions or responsibilities are transferred to or vested in another entity, references in this Lease to the Land Trust or the Land Council (as applicable) must be deemed to refer, as applicable, to that reconstituted, renamed or new entity to the extent that the entity has assumed or has had transferred to or vested in it those powers, functions or responsibilities.

1.6 Good faith

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

1.7 Survival

In addition to this clause 1, the following clauses survive the expiration or earlier determination of this Lease: clauses 16, 17, 18, 19.9, 20, 23, 24, 25, 29, 30 and 31.

2. Lease and reservations

2.1 Grant of Lease

- (a) The Land Trust grants to the LE a lease of the Township, subject to any existing rights, titles or other interests, commencing on the Commencement Date, for a term of 40 years (**Term**).
- (b) The LE accepts the grant of a lease of the Township upon these terms and otherwise subject to the provisions of this Lease.
- (c) For the avoidance of doubt, the lease of the Township includes a lease of all Existing Improvements and Existing Services.

2.2 Reservations in respect of adjoining sites

Subject to clause 2.3, for the purpose of the Land Trust providing Services to, on, over, through or under Land which is adjacent to or near the Township, the Land Trust or the Land Council may:

- (a) install, maintain, use, repair, alter and replace pipes, ducts, conduits, cables, wires and poles through, on, over and under the Township;
- (b) hang cables and wires from the poles referred to in paragraph (a);
- (c) pass and run Services through the pipes, ducts, conduits, cables and wires; and

- (d) for the purpose of exercising its rights under paragraphs (a), (b), and (c) above, grant easements within the Township to, or enter into agreements with, any Government Agency or provider of Services.

2.3 Conditions on reservations

- (a) The Land Trust must give the LE not less than 30 days notice that it or the Land Council proposes to undertake any Works or grant any easements in exercise of its rights under clause 2.2, except in the case of an emergency when no such notice is required.
- (b) The Land Trust must not, and must ensure that the Land Council does not, undertake any Works or grant any easements in exercise of its rights under clause 2.2 which would materially and adversely interfere with the on-going use or development of the Township by the LE for the Permitted Use, including by the holder of any existing right, title or other interest, Right of Occupation, Township Sublease and Township Licence.
- (c) If the Land Trust gives the LE notice under clause 2.3(a), the Land Trust, must as far as reasonably practicable, ensure that it or the Land Council (as applicable), puts arrangements and procedures into place to minimise any disruption to the LE's use of the Township for the Permitted Use, including by the holder of any existing right, title or other interest, Right of Occupation, Township Sublease and Township Licence, during the undertaking of the Works.
- (d) If the Land Trust gives the LE notice under clause 2.3(a), the LE must:
 - (i) assist the Land Trust and Land Council (as applicable) in ensuring, as far as reasonably practicable, that arrangements and procedures are put in place by the Land Trust or Land Council (as applicable) and the LE to minimise any disruption to the LE's use of the Township for or in connection with the Permitted Use, including by the holder of any existing right, title or other interest, Right of Occupation, Township Sublease and Township Licence, during the undertaking of the Works;
 - (ii) implement, as far as may be reasonably practicable, appropriate work practices during the undertaking of the Works to assist the Land Trust or Land Council (as applicable) in completing the Works in a timely and cost efficient manner;
 - (iii) give and procure that any Sublessee or Licensee gives the Land Trust or Land Council (as applicable) access to the Township when required by the Land Trust or the Land Council for the purpose of undertaking the Works; and
 - (iv) use its best endeavours to mitigate any loss or damage suffered by the LE as a result of the Works.

2.4 Title to site

The Land Trust makes no representations and gives no warranties as to title and has no liability for any defect in title or right of occupation or usage that may exist either now or in the future.

2.5 Status of Regional Partnership Agreement and Letter of Intent

The Parties agree and declare that:

- (a) this Lease has been prepared in accordance with Part 1 of Schedule A to the Regional Partnership Agreement; and
- (b) to the extent that there is any inconsistency between the terms of the Regional Partnership Agreement or the Letter of Intent and the terms of this Lease in respect of issues dealing with the same subject matter, the terms of this Lease will prevail to the extent of the inconsistency.

3. Mutual agreements and declarations

The Parties mutually agree and declare that:

- (a) the Land Trust may enter into a lease pursuant to section 19A of the Land Rights Act and exercise all the powers of a lessor under this Lease; and
- (b) the LE may enter into a lease pursuant to section 19A of the Land Rights Act and exercise all the powers of a lessee under this Lease including granting Township Subleases and Township Licences.

4. 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 Lease or to the extent only that it would be unlawful to exclude any such covenant, power or provision.

5. Lease Payments

5.1 Lease Payment

- (a) The LE must pay the Land Council for the Land Trust the amounts specified in clause 5.1(b) (**Lease Payments**).
- (b) The Lease Payments are:
 - (i) for the period commencing on the Commencement Date and ending on the fifteenth anniversary of this Lease:
 - (A) a one time only payment of the amount specified in Item 5 of the Schedule (**Introductory Payment**); and
 - (B) all Income generated by the LE under this Lease during such period in excess of the Introductory Payment, less Operating Expenses of the Lease during such period (**Bonus Payment**);
 - (ii) in relation to each year for the remainder of the Term or until the Lease is otherwise terminated, all Income generated by the LE under this Lease during such year less Operating Expenses of the Lease during such year (**Annual Payment**).
- (c) The Introductory Payment is a prepayment for this Lease.

5.2 How does the LE pay the Lease Payment?

- (a) The LE must pay the Introductory Payment within 5 Business Days of the Commencement Date free of all deductions and with no right of set-off.
- (b) The LE must pay the Bonus Payment:
 - (i) within 3 months after the fifteenth anniversary of the Commencement Date of this Lease;
 - (ii) free of all deductions and with no right of set-off; and
 - (iii) in accordance with the relevant provisions of the Land Rights Act to the Land Council for the Land Trust.
- (c) The LE must pay each Annual Payment:
 - (i) within 3 months after the relevant anniversary of this Lease;
 - (ii) free of all deductions and with no right of set-off; and
 - (iii) in accordance with the relevant provisions of the Land Rights Act to the Land Council for the Land Trust.

6. Transition from existing arrangements

6.1 Existing rights, titles or other interests

- (a) The Parties acknowledge that, in accordance with subsection 19A(10) of the Land Rights Act, any existing right, title or other interest is preserved as a right, title or interest in the Township under this Lease. The Parties acknowledge that existing rights, titles or other interests are to be dealt with in accordance with clause 6.1(b) and 6.1(e). Persons who were in occupation of land in the Township immediately before the Commencement Date without any existing right, title or other interest, or with an existing right, title or other interest not agreed under clause 6.1(b) or not recognised under clause 6.1(e), are dealt with in clause 6.2.
- (b) If any Party becomes aware of any claim to an existing right, title or other interest, the Party must notify the LE. Where the LE agrees that a matter notified is an existing right, title or other interest, the Parties will treat it as an existing right, title or other interest for the purposes of this Lease.
- (c) The LE must consult with the Consultative Forum before making a decision pursuant to clause 6.1(b) in relation to any claim to an existing right, title or other interest.
- (d) Where the LE rejects a claim to an existing right, title or other interest pursuant to clause 6.1(b), the notifying Party must institute the dispute resolution process in clause 29, before seeking any court assisted remedy.
- (e) If, otherwise than pursuant to a notification under clause 6.1(b), the LE becomes aware of something that may be an existing right, title or other interest, and the LE decides that it is an existing right, title or other interest, the Parties will treat it as an existing right, title or other interest for the purposes of this Lease.

- (f) The LE must consult with the Consultative Forum before making a decision pursuant to clause 6.1(e) in relation to something that may be an existing right, title or other interest.
- (g) The Parties acknowledge that, in accordance with subsection 19A(11) of the Land Rights Act, any existing right, title or other interest granted by the Land Trust takes effect after the Commencement Date as if it were granted by the LE. The Parties acknowledge that rent or any other money payable under or in connection with such an existing right, title or other interest to the Land Council is from the Commencement Date payable to the LE.
- (h) A person with an existing right, title or other interest may request the LE to formalise their right, title or other interest. If such a request is made, the LE must use its best endeavours to accommodate the grant of a Township Sublease on terms equivalent to the existing right, title or other interest. The LE must negotiate with the person in good faith in relation to the grant of such a Township Sublease.

6.2 Existing Occupiers

- (a) The Parties acknowledge that some persons (**Occupiers**) were in occupation of land in the Township, immediately before the Commencement Date, without any existing right, title or other interest, or with an existing right, title or interest not agreed under clause 6.1(b) or not recognised under clause 6.1(e). The Parties agree that such persons have the right to continue to occupy and use that land, and the Improvements on it, on the same terms as at the Commencement Date, but subject to the terms of this Lease (**Right of Occupation**).
- (b) The Parties acknowledge that any money in the nature of rent or licence fees payable to the Land Council under or in connection with the Right of Occupation is payable to the LE from the Commencement Date.

6.3 Existing Housing Authorities

- (a) The LE may give any Occupier of land in the Township that is an Existing Housing Authority notice that it wishes to formalise the Right of Occupation in relation to the provision of community or public housing by the grant of a Housing Authority Sublease.
- (b) At any time before the LE has issued a notice pursuant to clause 6.3(a), an Existing Housing Authority Occupier may request the grant of a Housing Authority Sublease from the LE.
- (c) Subject to clause 6.3(e), following the issue of a notice pursuant to clause 6.3(a) or a request for a Housing Authority Sublease pursuant to clause 6.3(b), the LE must use its best endeavours to accommodate the grant of such a Township Sublease to the Housing Authority within 6 months.
- (d) Not limiting clauses 6.3(a) and 6.3(b), the LE may call for expressions of interest in relation to the grant of a Housing Authority Sublease over the land occupied by the relevant Existing Housing Authority Occupier.
- (e) The LE is required to consult the Consultative Forum in respect of the grant of any Housing Authority Sublease if the Consultative Forum has been established. The LE is taken to have consulted with the Consultative Forum if it provides at least 1

month for the Consultative Forum to provide comments, and takes into account any such comments.

- (f) Unless a Housing Authority Sublease is granted by the LE to the Existing Housing Authority, or some other agreement is reached with the Existing Housing Authority, and provided the LE has complied with clauses 6.3(a) to 6.3(e) to the extent reasonably possible, the LE may serve the Existing Housing Authority with a notice (**Housing Authority Termination Notice**) that its Right of Occupation under clause 6.2(a) will terminate on a date to be specified in the Housing Authority Termination Notice being not less than 2 months after service of the notice (**Housing Authority Termination Date**). Unless otherwise mutually agreed, an Existing Housing Authority's Right of Occupation will terminate at 5:00 pm (Darwin time) on the Housing Authority Termination Date.
- (g) The Housing Authority Termination Date:
 - (i) is automatically extended until the LE complies with clause 6.3(k); and
 - (ii) may be extended by notice from the LE.
- (h) The Housing Authority Termination Notice must include:
 - (i) full terms of a Housing Authority Sublease acceptable to the LE; and
 - (ii) the Consultative Forum's details.
- (i) Notwithstanding any notice served pursuant to clause 6.3(f), the LE and the Existing Housing Authority may continue to negotiate a Housing Authority Sublease until the Housing Authority Termination Date.
- (j) Where natural persons are in occupation of land in the Township under any arrangement or understanding with an Existing Housing Authority, the LE must issue any notice under clause 6.3(a) or 6.3(f) to the Existing Housing Authority, and not the natural person, and must negotiate a Housing Authority Sublease with the relevant Existing Housing Authority. The LE must not issue any equivalent notice under clause 6.6 to a natural person in occupation of land in the Township under any arrangement or understanding with an Existing Housing Authority.
- (k) Prior to and commencing from the Housing Authority Termination Date (under clause 6.3(f)) and until a Housing Authority Sublease is agreed with a new Housing Authority, the LE must grant all natural persons in occupation of land in the Township under any arrangement or understanding with an Existing Housing Authority, a licence to occupy that land on the same terms and conditions as their respective arrangements with the relevant Existing Housing Authority.
- (l) For the avoidance of doubt, nothing in this clause 6.3 requires the LE to grant a Housing Authority Sublease to an Existing Housing Authority.

6.4 Tenants of Existing Housing Authorities

- (a) A natural person in occupation of land in the Township under:
 - (i) any arrangement or understanding with a Housing Authority; or
 - (ii) a licence granted pursuant to clause 6.3(k),

may at any time during the Term request the grant of a Township Sublease from the LE.

- (b) Following a request for a Township Sublease pursuant to clause 6.4(a), the LE must, subject to the provisions of this Lease, use its best endeavours to accommodate the grant of a Township Sublease to that natural person.
- (c) The LE must take all reasonable steps to ensure that any Existing Housing Authority:
 - (i) allows any of its tenants to seek and obtain a Township Sublease;
 - (ii) gives assistance to a person seeking a Township Sublease pursuant to clause 6.4(a); and
 - (iii) executes any document required to facilitate the surrender of that tenancy, and the grant of a Township Sublease, as well as the transfer of any relevant Services.
- (d) The LE must ensure that any Housing Authority Sublease provides that the Housing Authority must:
 - (i) allow any of its tenants to seek and obtain a Township Sublease;
 - (ii) give assistance to a person seeking a Township Sublease; and
 - (iii) execute any document required to facilitate the surrender of that tenancy, and the grant of a Township Sublease, as well as the transfer of any relevant Services.

6.5 Existing Services Providers

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

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

6.6 Other existing Occupiers

- (a) The LE may give any Occupier not dealt with by clauses 6.3 to 6.5 notice that it wishes to formalise their Right of Occupation by the grant of a Township Sublease or Township Licence. If such a request is made the LE must use its best endeavours to accommodate the grant of such a Township Sublease or Township Licence within 6 months of the request.
- (b) At any time before the LE has issued a notice pursuant to clause 6.6(a), an Occupier (not being a provider of Services or a Housing Authority seeking a Township Sublease) may request the grant of a Township Sublease or Township Licence from the LE.

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

7. Access

7.1 General

- (a) The Parties undertake that they will do all things reasonably necessary to enable the LE to enjoy and exercise its rights, title and interests under this Lease.
- (b) The Parties undertake that they will do all things reasonably necessary to enable Sublessees and Licensees to enjoy and exercise their rights, title and other interests under their Township Subleases and Township Licences.
- (c) The Land Trust and Land Council agree to grant all necessary Permits to any persons requesting Permits to enter the Land to gain access to the Township for any purposes related to the use or enjoyment of the Township, so as to allow those persons to pass across the Land to get to and from the Township.

7.2 Land Trust and Land Council right of access

- (a) In addition to clause 8.4(a), the Land Trust or the Land Council may so often as they reasonably require (at reasonable times and on reasonable notice) enter the Township to make reasonable investigations as the Land Trust or the Land Council may deem necessary for the purpose of ascertaining whether or not there has been any breach of any of the terms, covenants or conditions expressed or implied in this Lease.
- (b) In addition to their rights under clause 7.2(a), the Land Trust and Land Council are entitled to:
 - (i) enter and use all Designated General Access Areas in the Township; and
 - (ii) conduct their legitimate business (except that referred to in clause 7.2(a)) in the Township at any time, subject to any existing right, title or other

interest, Right of Occupation, and to the rights of Sublessees and Licensees.

7.3 Use of Vacant Land for traditional purposes

Aboriginal people who would be entitled to enter and use land in the Township but for this Lease may pass and repass over any Vacant Land and enter upon and use Vacant Land in accordance with Aboriginal Tradition governing the rights of those Aboriginals with respect to that land, whether or not those rights are qualified as to place, time, circumstances, purpose, permission or any other factor.

7.4 Access to Sacred Sites

- (a) Notwithstanding any other provision in this Lease, Aboriginals must have free access to Sacred Sites in accordance with Aboriginal Tradition.
- (b) Any person who has the express approval of the Custodian of a Sacred Site to enter that Sacred Site for a purpose permitted by Aboriginal Tradition, must be granted access to that Sacred Site by reasonable means and by the most direct practical route between a place of public access and the Sacred Site (or between Sacred Sites).
- (c) The LE undertakes to do all things necessary to enable those persons entitled to enjoy and exercise their rights and interests under this clause 7.4.

8. Improvements

8.1 Existing Improvements

- (a) Existing Improvements subject to an existing right, title or other interest will remain subject to the terms of that existing right, title or other interest, for the period of the existing right, title or other interest.
- (b) Existing Improvements to which sections 14 and 18 of the Land Rights Act apply will remain subject to those provisions, for the period those provisions apply.
- (c) Existing Improvements subject to a Right of Occupation are included in that Right of Occupation, for the period of that Right of Occupation.
- (d) Subject to clauses 8.1(a) to 8.1(c), and any other relevant Law, all Existing Improvements constructed by either the Commonwealth or the Territory, or a Commonwealth or Territory body, or with Commonwealth or Territory funding, is the property of the Land Trust and is the subject of this Lease. The LE must not take action which affects such Existing Improvements without consulting with the Commonwealth or Territory in relation to the proposed action.
- (e) Subject to clauses 8.1(a) to 8.1(c), and any other relevant Law, all Existing Improvements, other than those specified in clause 8.1(d), constructed by a Housing Authority or other non-government organisation, or with funding principally provided by a Housing Authority or other non-government organisation, is the property of the Land Trust and is the subject of this Lease. The LE must not take action which affects such Existing Improvements without using its best endeavours to consult with the Housing Authority or other non-government organisation in relation to that proposed action, where that body continues to exist. Where the responsibilities of the relevant Housing Authority or non-

government organisation have been transferred to another body, the LE must use its best endeavours to consult with that other body.

- (f) Subject to clauses 8.1(a) to 8.1(c), and any other relevant Law, all Existing Improvements, other than those specified in clauses 8.1(d) and 8.1(e), are the property of the Land Trust and are the subject of this Lease.

8.2 LE's Improvements

- (a) The Parties acknowledge that the construction and use of roads in the Township is necessary for the use and enjoyment of the Lease by the LE.
- (b) Subject to the Law, the Planning Scheme and the terms of this Lease, the LE may erect, install, alter, remove, refurbish and demolish LE's Improvements and LE's Services in, on or under the Township.
- (c) During the Term, all LE's Improvements and LE's Services will remain the property of the LE who is responsible for their maintenance, repair and replacement.

8.3 Maintenance of Land Trust's Improvements

- (a) The LE will be under no obligation under this Lease to maintain, repair or replace any Land Trust's Improvement, or to compensate the Land Trust or any other person for damage to or destruction of those Land Trust's Improvements.
- (b) The LE must give the Land Trust prompt notice in writing of any damage to or defect in the Land Trust's Improvements which is likely to cause any damage, deterioration, danger, risk or hazard to the structural parts of the Land Trust's Improvements.

8.4 Land Trust rights

- (a) The Land Trust reserves the right to carry out any Works in respect of the Land Trust's Improvements that may be required to comply with any applicable Law, Planning Scheme or Requirement which are not the responsibility of the LE or which are the responsibility of the LE but with which the LE fails to comply.
- (b) The Land Trust may exercise its rights under clause 8.4(a):
 - (i) on giving prior reasonable written notice (except in the case of an emergency when no notice will be required);
 - (ii) at reasonable times; and
 - (iii) if reasonably required by the LE, accompanied by a person appointed by the LE.

8.5 Ownership of Improvements at the end of the Lease

- (a) At the expiry or sooner determination of this Lease, all Improvements and Services (including LE's Improvements and LE's Services) will, subject to any continuing right, title or other interest referred to in clauses 8.1(a) and 8.1(b), and any other relevant continuing right, title or other interest, be the property of the Land Trust in consideration of the sum of \$1, if demanded by the LE.

- (b) Subject to any agreements in writing between the Land Trust and the LE, the Land Trust will not be required to further compensate the LE for the transfer of the Improvements.
- (c) The LE undertakes to do all things necessary, including procuring the agreement and cooperation of any Sublessee or Licensee, to enable the Land Trust to enjoy and exercise its rights and interests under this clause 8.5.

9. Respect for Traditional Culture

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

10. Township Subleases and Township Licences

10.1 Grant of Township Sublease

- (a) Subject to the provisions in this clause 10, the Land Trust acknowledges that the LE may grant Township Subleases provided that the LE ensures that:
 - (i) the term of any Township Sublease (including any options) does not exceed the balance of the Term then remaining (including any extension under clause 28) less 1 day;
 - (ii) the Township Sublease is granted in accordance with the requirements of this Lease;
 - (iii) each Sublessee observes and complies with its obligations under its Township Sublease; and
 - (iv) subject to clause 10.11, all Township Subleases are granted on a commercial basis applying sound business principles, taking into account the general purpose of this Lease as set out in paragraph C of the Background, and the specific purpose of the relevant Township Sublease.

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

10.2 Grant of Township Licence

- (a) Subject to the provisions in this clause 10, the Land Trust acknowledges that the LE may grant Township Licences provided that the LE ensures that:
 - (i) the term of any Township Licence (including options) does not exceed the balance of the Term (including any extension under clause 28) then remaining less 1 day;
 - (ii) the Township Licence is granted in accordance with the requirements of this Lease;
 - (iii) each Licensee observes and complies with its obligations under its Township Licence; and
 - (iv) subject to clause 10.11, all Township Licences are granted on a commercial basis applying sound business principles, taking into account the general purpose of this Lease, as set out in paragraph C of the Background, and the specific purpose of the relevant Township Licence.
- (b) Clause 10.2(a) does not prevent the grant of a Township Licence which includes an option to renew that is conditional on the extension or renewal of this Lease under clause 28.

10.3 Copy of Township Sublease and Township Licence

The LE must provide a copy of each Township Sublease and Township Licence to the Land Trust within 10 Business Days after execution or such other period as agreed by the Parties.

10.4 Amendments and termination

The Land Trust may, by written direction to the LE, demand that the LE amend or terminate any Township Sublease or Township Licence not granted in accordance with this Lease. The LE must terminate or amend (as the case may be) any Township Sublease or Township Licence not granted in accordance with this Lease if directed to do so by the Land Trust.

10.5 Fit and proper

- (a) The LE must not grant a Township Sublease or Township Licence to any person unless satisfied that the applicant is a fit and proper person to hold a Township Sublease or Township Licence.
- (b) A person is not a fit and proper person to hold a Township Sublease or Township Licence if that person has been convicted of a Sexual or Crime against Children Offence at any time and in any jurisdiction.
- (c) In making its decision as to whether a person is a fit and proper person to hold a Township Sublease or Township Licence, the LE must have due regard to any reasonable guidelines developed by the Consultative Forum, from time to time.

- (d) The LE must obtain, and may rely upon, a national police record check from the Relevant Authority to determine whether a person has been convicted of a Sexual or Crime against Children Offence.
- (e) References in this clause 10.5 to an applicant not being a fit and proper person to hold a Township Sublease or Township Licence are, where the applicant is a body corporate, references to any director or other person concerned in the management of the body corporate not being a fit and proper person.

10.6 Residential Subleases

The LE may only grant a Residential Sublease to:

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

10.7 Respect for Aboriginal Tradition

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

10.8 Housing Authority

The LE must use its best endeavours to ensure that there is a Sublease to a Housing Authority to enable that Housing Authority to provide housing services to Aboriginals in each of Angurugu, Umbakumba and Milyakburra.

10.9 Service providers

The LE must use its best endeavours to ensure that there are Commercial Township Subleases, Township Licences or other arrangements with providers of Services to enable the provision of Services in each of Angurugu, Umbakumba and Milyakburra.

10.10 Statutory compliance

- (a) Where applicable:
 - (i) all Township Subleases must comply with the *Land Title Act 2000 (NT)* and any future legislation relating to leases in the Northern Territory;
 - (ii) all Commercial Subleases must comply with the *Business Tenancies (Fair Dealings) Act 2003 (NT)* and any future legislation relating to retail tenancies in the Northern Territory; and
 - (iii) all Residential Subleases must comply with the *Residential Tenancies Act 1999 (NT)* and any future legislation relating to residential tenancies in the Northern Territory.
- (b) To the extent that any inconsistency exists between any of the legislation referred to in this clause 10.10 and the relevant Township Sublease, the relevant legislation must apply to the extent of the inconsistency.

10.11 Sacred Site

- (a) The Parties agree that a Township Sublease or Township Licence for any area of land in the Township:
 - (i) on which a Sacred Site is located; or
 - (ii) within a reasonable distance from a Sacred Site,
 may only be granted to the Custodian of that Sacred Site or to an authority charged with its preservation.
- (b) Any Township Sublease or 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.

10.12 No release of liability

The LE acknowledges that the granting of a Township Sublease or Township Licence pursuant to this clause 10 will not release the LE from any of its obligations or liabilities under this Lease.

11. Rates, Taxes and Charges

11.1 Outgoings

- (a) The LE must pay on time any Outgoing (or in the Preliminary Lease Year or Final Lease Year, the appropriate part of any Outgoing) which:

- (i) is imposed by a Government Agency or other providers of Services directly on the Township; or
 - (ii) relates solely to the Township,

whether issued against the Land Trust, the Land Council or the LE.
- (b) The LE must pay the amounts under this clause 11.1 direct to any Government Agency or other person imposing the charge on time, or, at the Land Trust's request, to the Land Council in time for the Land Council to make the payment on time.
- (c) If the Township is not separately assessed for an Outgoing, the LE must pay the LE's Percentage of the Outgoing to the Land Council within 7 Business Days of demand.
- (d) The LE must give the Land Council receipts for any Outgoings paid by the LE within 7 Business Days of request by the Land Trust.

11.2 Charges for Services

- (a) Neither the Land Trust nor the Land Council is liable for:
 - (i) the cost of any Services supplied, metered, consumed or connected to the Township except where the Services are for the benefit of the Land Trust or Land Council; or
 - (ii) the cost of installing separate meters for any Services capable of being separately metered.
- (b) The LE must pay on time any amounts charged or levied directly upon the Land Council relating to the use or supply of Services (except where the Services are for the benefit of the Land Trust or Land Council) direct to any Government Agency or other person imposing the charge, or, at the Land Trust's request, to the Land Council in time for the Land Council to make the payment on time.

11.3 Costs of Lease

- (a) The LE must pay to the Land Council on demand:
 - (i) the Land Trust and Land Council's legal costs and disbursements on a full indemnity basis for:
 - (A) the exercise of any discretion or consent required to be given under this Lease not otherwise met by a Sublessee, Licensee, any person claiming a right through the Sublessee or Licensee, or from funding provided from the Aboriginals Benefit Account under the Land Rights Act or otherwise by the Commonwealth; and
 - (B) any default by the LE under this Lease;
 - (ii) all other costs of any default by the LE under this Lease;

- (iii) interest on any Lease Payments or other money payable to the Land Council under this Lease which has not been paid by the due date for payment; and
 - (iv) charges for all Works carried out by the Land Trust under clause 8.4(a) in circumstances where the LE is obliged to carry out the Works but has failed to do so.
- (b) The right of the Land Council (whether on its own behalf or on behalf of the Land Trust) to require the LE to pay interest is in addition to, and does not affect, any other right or remedy of the Land Council or the Land Trust in respect of the LE's failure to pay any monies under this Lease by the due date for payment.

11.4 Stamp duty

For the avoidance of doubt, the LE must pay any stamp duty assessed on this Lease.

11.5 Shared Services

Where the infrastructure which provides or supplies any of the Services provides or supplies those Services not only to the Township but also to other parts of the Land, the LE must pay or reimburse the Land Council a proportion of any costs charged or levied by the provider of the Services in respect of the repair or maintenance of that infrastructure, such proportion to be calculated as follows:

- (a) in respect of the infrastructure relating to a Service (except drainage), the proportion will be the proportion which the number of outlets for the relevant Service within the Township serviced by that infrastructure bears to the total number of outlets for that Service within the total area of the Land which is serviced by that infrastructure; and
- (b) in respect of drainage, the proportion will be the proportion which the area of that part of the Township which is serviced by the relevant drain bears to the total area of the Land which is serviced by that drain.

12. GST

12.1 Definitions

In this clause 12:

- (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 Lease.

12.2 Consideration is GST exclusive

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

12.3 Payment of GST

- (a) If GST is imposed on any Supply made under or in accordance with this Lease, 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 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 Lease.

12.4 Reimbursement of expenses

If this Lease 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 the other 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.

13. Use of Township

13.1 Permitted Use

- (a) The LE must only use, and permit the use of, the Township for any use consistent with the use of the Township as a township (**Permitted Use**).
- (b) Notwithstanding clause 13.1(a), the Township must only be used for those purposes which are permitted under the Planning Scheme and any Law.

13.2 No warranty as to use

The LE acknowledges that none of the Land Trust, the Land Council and any Third Party has made any representation, given any advice or given any warranty as to:

- (a) how the Township may be used;
- (b) the suitability of the Township for use for or in connection with the Permitted Use including any necessary rights and easements benefiting the Township;
- (c) any prohibitions and restrictions relating to the Township;
- (d) the condition of the Township; or
- (e) the compliance or otherwise of the Township with any applicable Laws or Approvals.

13.3 The LE's acknowledgments

- (a) The LE acknowledges that it has not relied on any representation, advice or warranty from the Land Trust, the Land Council or any Third Party in respect of the matters listed in clause 13.2.
- (b) The LE acknowledges that it is aware of and has made its own appraisal of the matters listed in clause 13.2.
- (c) Subject to clause 7, the LE acknowledges that nothing in this Lease requires the Land Trust to grant access to any Land other than the Township.

13.4 Compliance with Laws and Planning Scheme

The LE must comply with all Laws and any Planning Scheme which affect or relate to the Township and the use or occupation of the Township and its Improvements regardless of whether the Law or Planning Scheme requires either or both of the LE and the Land Trust or any Third Party to take action, except to the extent that such compliance requires the LE to undertake structural alterations or additions to the Land Trust's Improvements, unless such structural alterations or additions are occasioned or required by reason of:

- (a) the nature of the particular business conducted by the LE in the Township; or
- (b) any negligence or default of the LE.

13.5 Compliance with alcohol management plans

Notwithstanding clause 13.4 and for the avoidance of doubt, the LE must comply with any alcohol management plan or other alcohol related initiative implemented in relation to the Township.

13.6 Sacred Sites

- (a) The Parties acknowledge that the register of Sacred Sites maintained by the Aboriginal Areas Protection Authority may not contain all Sacred Sites in the Township.
- (b) Before dealing in any way with a Sacred Site, the LE must consult the Custodian of that Sacred Site.
- (c) All Works on and use of the land in the Township must be carried out in accordance with an Authority Certificate.
- (d) The LE can rely upon and will not otherwise be in breach of this clause 13.6 if it undertakes any Works permitted by, and in accordance with, an Authority Certificate.
- (e) If the *Northern Territory Aboriginal Sacred Sites Act 1989 (NT)* is repealed or amended to the extent that no Government Agency is responsible for regulating Works on, or any use of the land that that may affect, damage or interfere with, Sacred Sites, then the LE must:
 - (i) consult with the Custodians of Sacred Sites on or in the vicinity of the land that may be affected by the proposed use or Works; and

- (ii) complete any Works and use the land with respect and consideration to any Sacred Sites that may be affected,

so as to prevent any harm or damage to, or interference with those Sacred Sites.

- (f) The Parties acknowledge that all Information relating to Sacred Sites is Confidential Information and may only be disclosed with the express permission of the Custodian for that Sacred Site.

13.7 Approvals

The LE must obtain, maintain 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 regardless of whether the Approval requires compliance by either or both of the LE and the Land Trust or any Third Party.

13.8 Compliance with notices

The LE must comply with all notices, orders and directions issued or given by a Government Agency which affect or relate to the Township or the use or occupation of the Township regardless of whether the notice, order or direction is addressed to or requires compliance by either or both of the LE and the Land Trust or any Third Party except:

- (a) to the extent that the Land Trust is required to comply with any Law; or
- (b) to the extent that compliance with the obligation in this clause 13.8 requires the LE to undertake structural alterations or additions to the Land Trust's Improvements, unless such structural alterations or additions are occasioned or required by reason of:
 - (i) the nature of the particular business conducted by the LE in or on the Township; or
 - (ii) any negligence or default of the LE.

13.9 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 other Parties.

13.10 Roads

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

13.11 Signage

Any signage placed in or on the Township by or on behalf of the LE must:

- (a) comply with all applicable Laws;

- (b) comply with voluntary codes of conduct established by the advertising industry;
- (c) not depict political, religious or other subject matter which is contentious; and
- (d) not depict subject matter which is considered offensive to the general Township community.

13.12 Nuisances

- (a) The LE must not at any time during the Term:
 - (i) use, exercise, carry on or permit or suffer to be used, exercised or carried on in or on the Township any noxious or offensive act, trade, business, occupation or calling; or
 - (ii) do or omit or permit or suffer to be done or omitted any act, matter or thing in, on or about the Township which is or may become an annoyance, nuisance, grievance or disturbance to any other occupier or owner of adjacent property.
- (b) The Parties agree that the proper use of the Township for the Permitted Use will not be a breach of this clause 13.12.

13.13 Anindilyakwa Indigenous Protected Area

The Parties acknowledge that the Township is within the Anindilyakwa Indigenous Protected Area which is part of the Indigenous Protected Areas Programme. The LE will operate consistently with that Programme.

14. Designated General Access Areas

14.1 Classification of Land as a Designated General Access Area

- (a) The Parties agree that for the purposes of access and Township amenity, subject to clause 14.1(c), some areas of land in the Township, including areas in each of Angurugu, Umbakumba and Milyakburra, must be classified as designated general access areas ("**Designated General Access Areas**"). The classification of an area of land in the Township as a Designated General Access Area entitles:
 - (i) Aboriginal people who would be entitled to enter and use land in the Township but for this Lease; and
 - (ii) other persons who are lawfully in the Township,
 to enter and use that Designated General Access Area subject to clause 14.4.
- (b) The LE must ensure the reasonable provision of Designated General Access Areas in the following categories:
 - (i) primary roads; and
 - (ii) parks.
- (c) The following areas of land in the Township must not be classified as a Designated General Access Area:

- (i) any area of land in the Township that is the subject of an existing right, title or other interest for the purposes of clause 6.1(b) or clause 6.1(e) unless:
 - (A) the right, title or other interest is consistent with the area being a Designated General Access Area; or
 - (B) the holder of the existing right, title or other interest agrees that the area of the land in the Township subject to the existing right, title or other interest is a Designated General Access Area;
- (ii) any area of land in the Township that is subject to a Right of Occupation unless:
 - (A) the Right of Occupation is consistent with the area being a Designated General Access Area; or
 - (B) the relevant Occupier agrees that the area of the land in the Township subject to the Right of Occupation is a Designated General Access Area;
- (iii) any area of land that is the subject of a Township Sublease unless:
 - (A) the Township Sublease is consistent with the area being a Designated General Access Area; or
 - (B) the Sublessee agrees that the area of the land in the Township subject to the Township Sublease is a Designated General Access Area;
- (iv) any area of Land that is the subject of a Township Licence unless:
 - (A) the Township Licence is consistent with the area being a Designated General Access Area; or
 - (B) the Licensee agrees that the area of the land in the Township subject to the Township Licence is a Designated General Access Area; or
- (v) Sacred Sites.
- (d) The Designated General Access Areas as at the Commencement Date are set out in Annexure 1.

14.2 Amendments to Designated General Access Areas

The LE may only amend the Designated General Access Areas after consultation with the Consultative Forum.

14.3 Township Sublease and Township Licence of Designated General Access Areas

The Parties acknowledge that clauses 14.1 and 14.2 do not prevent the:

- (a) subleasing of Designated General Access Areas to appropriate bodies in accordance with clause 10, provided the Township Sublease allows the area of the land in the Township to be a Designated General Access Area;
- (b) licensing of Designated General Access Areas to appropriate bodies in accordance with clause 10, provided the Township Licence allows the area of the land to be a Designated General Access Area; or
- (c) the management and regulation of the Designated General Access Areas and their use.

14.4 Rules for use of Designated General Access Areas

- (a) Without limiting the powers of the LE under clause 14.3(c), the LE may make rules about the use of all or any Designated General Access Areas. Such rules may:
 - (i) restrict access to a Designated General Access Area where the LE reasonably considers it necessary to do so for reasons of public amenity, health or safety;
 - (ii) proscribe or limit any use of a Designated General Access Area where the LE reasonably considers that use interferes, or might interfere, with the use and enjoyment of the Designated General Access Area by other persons permitted to use that area in accordance with this Lease; and
 - (iii) reflect the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to use of public roads, parks, foreshores and other areas even where those general Laws do not apply to these areas of the Township.
- (b) The LE must consult with the Consultative Forum before making any rules referred to in clause 14.4(a). The LE must ensure that any such rules are advertised or otherwise published in the Township so as to bring the rules to the public attention.

15. Planning

15.1 Northern Territory Planning Scheme and Laws to apply

- (a) The LE is not permitted to undertake any Development or Construction of any Building other than in accordance with the Planning Scheme and any applicable Laws.
- (b) Where no Planning Scheme applies to the Township, the LE must have due regard to any planning guidelines or directions developed by the Consultative Forum, from time to time, for any Development in the Township.

15.2 Subdivision and consolidation

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

in accordance with the Planning Scheme and any applicable Laws.

- (b) Where no Planning Scheme applies to the Township, the LE must have due regard to any subdivision or consolidation guidelines developed by the Consultative Forum, from time to time, for:
 - (i) the subdivision of any area of land in the Township; or
 - (ii) the consolidation of any areas of land in the Township.

16. Contamination

16.1 Clean-Up Notice

If a Clean-Up Notice relating to Contamination existing in, on or under the Township or which has emanated or is emanating from the Township is served during the Term then:

- (a) if received by the LE, the LE must promptly provide the Land Council with a copy of the Clean-Up Notice;
- (b) if received by the Land Council or Land Trust, the Land Council or Land Trust must promptly provide the LE with a copy of the Clean-Up Notice; and
- (c) the LE will be responsible for complying with the Clean-Up Notice.

16.2 LE's indemnity

Without limiting the generality of clause 18.2, the LE indemnifies and will keep indemnified the Land Trust and the Land Council from and against all losses, damages, liabilities, actions, suits, claims, demands, costs and expenses of every kind arising from a failure by the LE to comply with its obligations under clause 16.1(c) except to the extent that the failure was caused or contributed to by a wilful or negligent act or omission of the Land Trust or the Land Council.

17. Environmental compliance, asbestos and stormwater

17.1 Environmental

During the Term the LE covenants:

- (a) not to:
 - (i) bring, store, abandon or dump any Industrial Waste or potentially Hazardous Substance in or on the Township in a way that contravenes any applicable Environmental Law; or
 - (ii) discharge any Industrial Waste, Hazardous Substance or any offensive matter on to the Land; or
 - (iii) handle any Industrial Waste or potentially Hazardous Substance in a manner likely to create an Environmental Hazard; or
 - (iv) use the Township or allow the Township to be used so that:

- (A) any Industrial Waste or potentially Hazardous Substance is abandoned or dumped on the Land; or
- (B) any Industrial Waste or potentially Hazardous Substance is handled in a manner which is likely to cause an Environmental Hazard;
- (b) not to install any underground Industrial Waste or potentially Hazardous Substance pipes or storage tanks within the ground of the Township or reinstate the use of any abandoned or unused underground pipes or underground storage tanks within the Township without prior written consent of the Land Trust (which will not be unreasonably withheld); and
- (c) without limiting the generality of clause 13.4, to:
 - (i) comply with all Environmental Laws; and
 - (ii) obtain and maintain in full force and effect all permits and licences; and
 - (iii) comply with the terms of all permits and licences,

required in order to release or emit anything from the Township into the air or water or on the ground or otherwise into the Environment or in order to release or emit any substantial noise.

17.2 Asbestos

- (a) Without limiting the generality of clause 13.4, the LE covenants that during the Term it will at its own cost comply with or procure compliance with all Asbestos Legislation (including all notices and orders served pursuant to any Asbestos Legislation) which relates to any repairs, improvements, demolition or other structural work undertaken by the LE.
- (b) The LE acknowledges that it will not be entitled to claim any damages, costs or compensation from the Land Trust or the Land Council as a result of asbestos being present on the Land or located in any Improvement.

17.3 Contamination

The LE acknowledges that it will not be entitled to claim any damages, costs or compensation from the Land Trust or the Land Council as a result of Contamination being present on the Land or located in any Improvement.

17.4 Stormwater Contamination

Without limiting the generality of clauses 13.4 and 17.1, the LE covenants that during the Term it will, at its own cost, comply with all Environmental Laws (including all notices and orders served pursuant to Environmental Laws) which relate to stormwater leaving the Township.

17.5 Water

The LE must not cause Contamination or otherwise pollute water naturally on the Land including all water in springs, soaks or underground streams and all water in any surface streams and the banks and the beds of such springs, soaks and streams.

18. LE's indemnity

18.1 Risk

The LE:

- (a) uses and occupies the Township;
- (b) uses the Land Trust's Improvements; and
- (c) uses all Services,

at the LE's own risk.

18.2 The LE indemnifies the Land Trust

- (a) Subject to the terms of this Lease, the LE must indemnify and keep indemnified the Land Trust against all actions, claims, losses, demands, damages, liabilities, suits, costs and expenses whatsoever (including legal costs on a full indemnity basis) resulting from:

- (i) any damage or loss of property; and
- (ii) the death of or injury to any person,

which is or may be suffered or sustained in or near the Township, whether occupied by the LE or not, in circumstances which relate in any way to the use and occupation of the Township.

- (b) This indemnity will not apply to the extent that the action, claim, loss, demand, damage, liability, suit, cost or expense is caused directly by a deliberate or negligent act or omission of the Land Trust or the Land Council.
- (c) The benefit of the indemnity in clause 18.2(a) will extend to the Land Council to the extent of its statutory role in relation to the Land Trust.

18.3 The LE releases the Land Trust

- (a) The LE releases the Land Trust and the Land Trust's Agents to the full extent permitted by Law from all claims, liabilities, actions, suits, demands, costs and expenses of every kind resulting from any:

- (i) loss of or damage to any property in or near the Township;
- (ii) death or injury of any person occurring on any part of or near the Township;
- (iii) act or omission of the Land Trust or the Land Trust's Agents in or near the Township; and
- (iv) failure of any of the Services.

- (b) The LE releases and forever discharges the Land Trust from any and all liability arising from any disruption to the LE's use of the Township including but not

limited to any claim for the Land Trust's breach of the covenant of quiet enjoyment arising from Works undertaken pursuant to clause 2.2.

- (c) This release will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused directly by a deliberate or negligent act or omission of the Land Trust or the Land Council.
- (d) The benefit of the release in clause 18.3(a) will extend to the Land Council and the Land Council's Agents to the extent of its statutory role in relation to the Land Trust.

19. Insurance

19.1 Obligation to insure Township

Subject to clause 19.10, the LE must effect and maintain insurance to cover the Township:

- (a) against loss destruction or damage for not less than \$20,000,000 (to be adjusted every 5 years in line with any changes over that period to the Consumer Price Index All Groups for Northern Territory published by the Australian Bureau of Statistics (CPI) from time to time or, if the CPI ceases to be published or is replaced, another equivalent index) for any one occurrence;
- (b) with cover which extends to include claim contingencies covering removal of debris or demolition costs and professional fees of not less than \$5 million for any one occurrence.

19.2 Obligation to insure for public liability

Subject to clause 19.10, the LE must effect and maintain insurance with a limit of not less than \$100 million for any one occurrence to cover:

- (a) Personal Injury; and
- (b) loss destruction or damage to any property.

19.3 Obligation to insure for workers compensation

Subject to clause 19.10, the LE:

- (a) must effect and maintain workers compensation insurance covering any liability, loss, claim or proceedings whatsoever, whether arising by virtue of any statute relating to workers compensation, accident compensation legislation, employer's liability, or at common law, by any person employed by the LE;
- (b) may fulfil its obligation under this clause 19.3 by self-insuring for workers compensation insurance where the LE provides evidence to the Land Trust that it is legally entitled to self-insure; and
- (c) give written notice to the Land Trust immediately in the event it is not entitled to self-insure, in which event, the LE must comply with clause 19.3.

19.4 Periods of insurance

Subject to clause 19.10, the Insurances referred to in this clause 19 must be:

- (a) in force at the Commencement Date;
- (b) maintained effective until the expiration or earlier determination of this Lease; and
- (c) maintained for the whole of the Township for the LE's duration of occupation of the Township.

19.5 Insurers and policies

Subject to clause 19.10:

- (a) The LE must effect or procure and maintain or procure the maintenance of the insurances required under this clause 19:
 - (i) with an insurer or insurers who at the time of commencement of each policy and at all times thereafter are rated or classified by Standard and Poors as A- or better, or in the absence of any Standard and Poors rating or classification then to an equivalent rating or classification of such other rating agency as the Parties may agree. If the Parties cannot agree, then either Party may refer the matter for determination under clause 29. In the event of the rating dropping below A- the LE must immediately notify the Land Trust and must effect insurance with another insurer with A- or better Standard and Poors rating by the next renewal date of the policy; and
 - (ii) in full force and effect for the relevant periods described in clause 19.4.
- (b) The LE must, in relation to each of the insurances required under this clause 19:
 - (i) deposit with the Land Trust, from the Commencement Date, certificates evidencing the currency of the required insurances and, if required by the Land Trust, certified copies of the policy documents; and
 - (ii) for any insurance subject to renewal or extension throughout the Term, deposit with the Land Trust a certificate of currency evidencing renewal or extension of the relevant insurance policy, not later than 30 days after the renewal or extension has been effected.
- (c) If the LE fails to comply with clause 19.5(a) or 19.5(b):
 - (i) the Land Trust may give notice of default allowing the LE 15 days to remedy the default;
 - (ii) the Land Trust may effect a 15 day interim policy of insurance to which such failure relates; and
 - (iii) if it transpires that the LE fails to effect the required insurance;
 - (A) the premiums payable for the interim policy effected under clause 19.5(c)(ii) will be recoverable as a debt due by the LE to the Land Trust on demand; and

- (B) if the LE has not effected the required insurance or has failed to respond to a notice issued under clause 19.5(c)(i) by the end of the 15 day default period referred to in clause 19.5(c)(i), the Land Trust may effect a policy of insurance to which such failure relates and the premium payable for the policy will be recoverable as a debt due by the LE to the Land Trust on demand.
- (d) The LE must:
 - (i) not alter any insurance policy required under this clause 19 during the Term to the extent such alteration results in the insurance not complying with this clause 19; and
 - (ii) give immediate notice to the Land Trust of any cancellation of any policy.
- (e) The Land Trust reserves the right to require the LE 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.
- (f) All policies of insurance (other than the insurances required under clause 19.3) must note the interest of the Land Trust as owner of the Land.

19.6 LE to satisfy itself

The LE must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 19 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

19.7 Insurance policies to waive rights of subrogation

The LE must ensure that each policy of insurance effected and maintained pursuant to this clause 19, other than the insurance referred to in clause 19.3, provides that the insurer waives all rights remedies or relief to which it might become entitled by way of subrogation to the LE as against the Land Trust, the Land Council and their successors.

19.8 No limitation

This clause 19 does not detract from any of the LE's obligations under this Lease.

19.9 LE must apply proceeds

The LE must apply all proceeds of the insurance referred to in clause 19.1 to the cost of repair and replacement of the Township or otherwise as agreed in writing by the Land Trust.

19.10 Provision not to apply while LE is a Commonwealth Entity

The LE, while it is the Commonwealth or a Commonwealth authority which self-insures, or the Northern Territory or a Northern Territory authority which self-insures, does not need to comply with this clause 19.

20. Reinstatement

20.1 LE to reinstate

- (a) None of the Land Council, the Land Trust and the LE has any obligation to reinstate the Township 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.

20.2 No right to damages

The LE will not have any right, action or claim for loss, damage or compensation against 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 Land Trust or the Land Trust's Agents.

21. Consultative Forum

21.1 Establishment of the Consultative Forum

- (a) Immediately after the execution of this Lease, the Land Council and the LE must establish a Consultative Forum comprising nominees of both the Land Council and the LE with a majority of the members being nominated by the Land Council.
- (b) Nominees of the Land Council must include at least one person from each of Angurugu, Umbakumba and Milyakburra.

21.2 Purpose of the Consultative Forum

The purpose of the Consultative Forum is to:

- (a) facilitate communications and to discuss land use and other issues arising in relation to the performance of this Lease having regard to the interests of the Land Trust, the traditional Aboriginal owners and other legitimate community interests;
- (b) to undertake other functions as provided under this Lease; and
- (c) perform other functions as agreed by the Parties from time to time.

21.3 Land Council nominees to consult with traditional Aboriginal owners

The members of the Consultative Forum who are nominees of the Land Council will consult with traditional Aboriginal owners of the Township and other residents of the Township in relation to the business of the Consultative Forum.

21.4 Power to bind the Parties

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

21.5 Conduct of the Consultative Forum

- (a) Meetings of the Consultative Forum are to be convened and conducted in accordance with the Consultative Forum Rules made by agreement of the Land Council and the LE and amended from time to time by the Consultative Forum.
- (b) The costs of the Consultative Forum will be born by the LE as Operating Expenses.
- (c) If a matter to be considered by the Consultative Forum:
 - (i) affects only one of Angurugu, Umbakumba or Milyakburra; or
 - (ii) affects only one of Angurugu, Umbakumba or Milyakburra differently to the way it affects the others;

and the matter therefore does not affect Angurugu, Umbakumba or Milyakburra in the same way, the nominee of the Land Council on the Consultative Forum under clause 21.1(b) from the place so affected must be given the opportunity to address the Consultative Forum on that matter and participate in the consideration of that matter. This paragraph does not prevent the Consultative Forum developing additional procedures and processes about how matters which affect Angurugu, Umbakumba or Milyakburra differently are to be considered.

21.6 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 resolve a dispute referred to the Consultative Forum pursuant to this clause 21.6.
- (d) Either Party to a dispute can notify the Consultative Forum that its assistance in resolving a dispute is no longer required. Following receipt of such notice, the Consultative Forum must cease assisting the Parties under this clause 21.6 and has no further obligation in relation to the dispute.

22. Land Trust's obligations

22.1 Quiet enjoyment

If the LE makes Lease Payments under this Lease and does not otherwise breach the terms of this Lease, the LE 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 during the Term.

22.2 Produce certificates

The Land Council and the Land Trust will promptly produce all necessary certificates as to title upon demand by the LE to facilitate the registration of this Lease, any Township

Sublease and any Township Licence granted by the LE or any transfer, variation, mortgage, underlease, surrender or other dealing with or involving a Township Sublease or Township Licence.

23. Default

23.1 Occurrence of Default Event

If a Default Event occurs the Land Trust may give the LE 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.

23.2 Financial Default

If the LE commits a Financial Default and fails to remedy the breach within 60 days after receiving the Default Notice, the Land Trust may terminate this Lease 60 days after giving notice of intention to terminate to the LE, subject to clause 23.6.

23.3 Interest payable by LE

- (a) Notwithstanding clause 23.2, the LE must pay to the Land Council interest (**Interest**) on any amount which is the subject of a Financial Default until that amount is paid to the Land Council.
- (b) Interest payable pursuant to this Lease:
 - (i) is to be calculated daily on the amount owing by the LE from the due date for payment;
 - (ii) is to accrue from the due date for payment;
 - (iii) will continue to accrue until the overdue money (and all Interest accrued on it) is paid in full;
 - (iv) is payable at the Default Rate; and
 - (v) will be capitalised on the last day of each month if not paid.
- (c) The right to require payment of Interest under this clause 23.3 is without prejudice to any other rights and remedies of the Land Trust in respect of the Financial Default.
- (d) If a liability under this Lease becomes merged in an order or judgment of a court of competent jurisdiction, the LE must pay Interest to the Land Council on the amount of that liability as an independent obligation. This Interest accrues from the date the liability becomes due for payment (or at the time of the order or judgment) until it is paid, at a rate that is the higher of the rate payable under the order or judgment and the Default Rate.

23.4 Remedies for other Default Events

- (a) If the LE commits a Default Event, other than a Financial Default, then within 30 days of receipt of the Default Notice, the LE must provide to the Land Trust a Cure Plan in respect of that Default Event. The Land Trust must not unreasonably refuse a request by the LE for an extension of time to prepare the Cure Plan.
- (b) Following receipt of a Default Notice, the LE will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.
- (c) If the LE requires an extension to the Cure Period it may, not later than the expiration of the current Cure Period, provide to the Land Trust:
 - (i) a revised Cure Plan; and
 - (ii) evidence that:
 - (A) the LE has diligently pursued and is continuing to diligently pursue a feasible and practicable programme of rectification; and
 - (B) the Default Event cannot be (or could not have been), with reasonable diligence, cured within the current Cure Period.
- (d) The Land Trust must not unreasonably refuse to grant an extension of the Cure Period.
- (e) If the LE commits a Default Event in relation to the Township and the Default Event is not cured within the Cure Period then the Land Trust may terminate the Lease 60 days after service of written notice of intention to terminate to the LE, subject to clause 23.6.
- (f) The provisions of this clause 23.4 does not limit or reduce the rights of the Land Trust to claim damages for breach of this Lease.

23.5 Remedies for Termination Event

If a Termination Event occurs, then the Land Trust will be entitled to:

- (a) terminate this Lease 60 days after service of written notice of intention to terminate to the LE, subject to clause 23.6; and
- (b) exercise all legal and equitable rights and remedies available to the Land Trust (whether under this Lease or otherwise).

23.6 Opportunity to transfer before termination

- (a) Notwithstanding any other provision of this Lease, the Land Trust must not terminate this Lease after issuing a notice of intention to terminate without first allowing the LE a reasonable period of time to transfer the Lease to another Approved Entity. The Land Trust and Land Council must use their best endeavours to facilitate such a transfer.

- (b) If the Lease is so transferred, the Land Trust may not terminate the Lease for the Default Event or Termination Event the subject of the notice of intention to terminate.

23.7 Waiver

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

23.8 Consequences of termination

Upon termination of this Lease, or the LE'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 Lease; and
- (b) any obligations which are expressed to continue in accordance with the terms of this Lease.

24. Overholding

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

- (a) the LE will be deemed to be a biannual tenant upon the same terms and conditions as are contained in this Lease so far as they are applicable to such a tenancy; and
- (b) such a tenancy will be determinable by either Party on 6 month's prior written notice.

25. Obligations on expiration or termination

25.1 Return of Township

The LE must return the Township to the Land Trust at the expiration, surrender or earlier determination of the LE's occupancy of the Township in a condition consistent with its obligations under this Lease.

25.2 Novation of agreements

- (a) Subject to clause 25.3, upon the expiration or earlier determination of this Lease the LE must, upon the request of the Land Trust, use all reasonable endeavours to novate or assign to the Land Trust or the Land Trust's nominee without payment:
 - (i) any service or maintenance agreement relating to the Township, Improvements or Services (or any part of it) or the benefit of any such agreement; and
 - (ii) any other agreement solely relating to the Township (or any part of it) or the benefit of any such agreement.

- (b) Nothing in this clause 25.2 requires the Land Trust to request the novation or assignment of any agreement.

25.3 Novation of Township Subleases and Township Licences

Prior to or upon the early determination of this Lease:

- (a) the LE must use all reasonable endeavours to novate or assign all Township Subleases and Township Licences to another Approved Entity or the Land Trust; and
- (b) the Land Trust and Land Council must use all reasonable endeavours to enable the LE to novate or assign all Township Subleases and Township Licences to another Approved Entity or the Land Trust.

25.4 Power of attorney

The LE, for the purposes of executing any novation or assignment under clause 25.2 or 25.3, irrevocably appoints the Land Trust as its attorney with full power and authority to execute any such novation or assignment, and to do any such act or thing, on behalf of and in the name of the LE.

26. Review of Lease

- (a) The Parties agree that the Consultative Forum will review the operation of this Lease (**Review**):
 - (i) on the 5th anniversary of the Commencement Date;
 - (ii) every 10th anniversary of the Commencement Date;
 - (iii) on the issue of a Notice to Extend under clause 28.1(a); and
 - (iv) as otherwise determined by the Consultative Forum, from time to time.
- (b) As part of the Review, the Consultative Forum may make recommendations to the Parties relating to changes to the Lease.
- (c) The Parties agree to give due consideration to any recommendation of the Consultative Forum made in accordance with clause 26(b).

27. Transfer of Land Trust's interest in Lease

Subject to clause 31.9:

- (a) The Land Trust may only transfer the whole of its estate or interest in the Land or any part of the Land in accordance with the Land Rights Act.
- (b) Any right, title or other interest in the Township (including this Lease) existing immediately before such a transfer is preserved as a right, title or interest in the Township after the transfer.
- (c) Any agreement in respect of the Township which was entered into by the Land Trust and that was in force immediately before such a transfer, takes effect after the transfer, as if it had been entered into by the transferee.

28. Extension and Renewal

28.1 Option to Extend

- (a) If:
 - (i) a Further Term is set out in Item 7 of the Schedule; and
 - (ii) the LE intends to extend this Lease for that Further Term commencing upon the expiration of the Term granted by clause 2.1(a),

the LE may issue a notice to the Land Trust of that intent (**Notice to Extend**) in accordance with clause 28.1(b).
- (b) The LE may issue a Notice to Extend under clause 28.1(a):
 - (i) at any time before the first day of the sixteenth year of the Term with the agreement of the Consultative Forum; or
 - (ii) at any time from the first day of the sixteenth year of the Term (but not less than 6 months and 1 day prior to the expiration of the Term granted by clause 2.1(a)).
- (c) If:
 - (i) the LE has issued a Notice to Extend under clause 28.1(a); and
 - (ii) either:
 - (A) the Consultative Forum has reviewed the operation of this Lease in accordance with clause 26(a)(iii); or
 - (B) 6 months has passed since the LE issued the Notice to Extend; and
 - (iii) any Default Event under this Lease by the LE prior to issue of the Notice to Extend which has been notified to the LE by a Default Notice has been either waived or rectified or in the case of a negative covenant, has been discontinued,

then the Term is extended by the Further Term.
- (d) The Term can be extended under this clause 28.1 once only.
- (e) An extension of the Term under this clause 28.1 is to be documented by way of a variation of this Lease in registrable form.

28.2 Renewal of Lease

The Parties agree to negotiate in good faith for the renewal of this Lease not later than 20 years before the end of the Term.

29. Dispute resolution

29.1 Procedure to resolve disputes

- (a) If there is a dispute between the parties relating to or arising out of this Lease, the Parties must use reasonable 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 Lease is as follows:
 - (i) first, negotiation of the dispute under clause 29.2; and
 - (ii) second, mediation of the dispute under clause 29.3 (if agreed),
 unless the Parties agree that the dispute is best resolved by an independent expert in accordance with clause 29.4 or clause 29.4 otherwise applies.
- (c) A Party may not commence court proceedings in relation to a dispute arising in connection with this Lease until it has exhausted the procedures in this clause 29 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.

29.2 Negotiation

- (a) If there is a dispute between the Parties relating to or arising out of this Lease (other than a dispute to which clause 29.4 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 29.2(a) (or such longer period agreed between the Parties), their representatives must use reasonable 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 29.2 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 29.2 and the Parties must bear equally the costs of any Third Party engaged.

29.3 Mediation

If a dispute relating to or arising under this Lease is not resolved within 25 Business Days (or such longer period as agreed between the Parties) of notification of the dispute under clause 29.2, 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 29.2 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 President of LEADR 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 29.3(a) or 29.3(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 20 Business Days of the mediator being appointed, or such longer time as may be agreed by the Parties.

29.4 Independent expert

- (a) Where this Lease expressly provides for a dispute to be resolved in accordance with this clause 29.4, or the Parties otherwise 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) in respect of a dispute under clauses 5, 11, 15 and 17, the National President or other senior office bearer for the time being of the Australian Property Institute (Inc);
 - (B) in all other cases, unless otherwise agreed, 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 29.4 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 as 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.

29.5 Continue to perform

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

30. Confidentiality**30.1 Obligations of confidentiality**

Subject to clauses 30.2 and 30.3, the Receiving Party must:

- (a) keep the Confidential Information confidential and not directly or indirectly disclose, divulge or communicate any Confidential Information to, or otherwise place any Confidential Information at the disposal of, any other person without the prior written approval of the Disclosing Party;
- (b) take all reasonable steps to secure and keep secure all Confidential Information coming into its possession or control;
- (c) only use the Confidential Information for the purposes of performing, and to the extent necessary to perform, its obligations under this Lease;
- (d) not memorise, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in connection with the performance by the Receiving Party of its obligations under this Lease; and
- (e) take all reasonable steps to ensure that any person to whom the Receiving Party is permitted to disclose Confidential Information under clause 30.3 complies at all times with the terms of this clause 30 as if that person were the Receiving Party.

30.2 Exceptions

The obligations of confidentiality under clause 30.1 do not apply to:

- (a) any Confidential Information that:
 - (i) is disclosed to the Receiving Party by a Third Party entitled to do so, whether before or after the date of this Lease;
 - (ii) was already lawfully in the Receiving Party's possession when it was given to the Receiving Party and was not otherwise acquired from the Disclosing Party directly or indirectly; or
 - (iii) is generally available to the public at the date of this Lease or subsequently becomes so available other than by reason of a breach of this Lease;
- (b) any disclosure of Confidential Information by the Receiving Party that is necessary to comply with any court order, Law, or the applicable rules of any financial market (as defined in the Corporations Act) if, to the extent practicable and as soon as reasonably possible, the Receiving Party:
 - (i) notifies the Disclosing Party of the proposed disclosure;
 - (ii) consults with the Disclosing Party as to its content; and

- (iii) uses reasonable endeavours to comply with any reasonable request by the Disclosing Party concerning the proposed disclosure.

30.3 Authorised disclosure

- (a) Subject to the later provisions of this clause 30.3, a Receiving Party may disclose Confidential Information to any Related Entity, employee, agent, contractor, officer, professional adviser, banker, auditor or other consultant of the Receiving Party (each a **Recipient**) only if the disclosure is made to the Recipient strictly on a "need to know basis" and, prior to the disclosure:
 - (i) the Receiving Party notifies the Recipient of the confidential nature of the Confidential Information to be disclosed;
 - (ii) either:
 - (A) the Recipient is subject to a professional duty to maintain the Confidential Information; or
 - (B) the Recipient undertakes to the Receiving Party (for the benefit of the Disclosing Party) to be bound by the obligations in this clause 30 as if the Recipient were the Receiving Party in relation to the Confidential Information to be disclosed to the Recipient; and
 - (iii) if requested to do so by the Disclosing Party, the Recipient signs an undertaking or deed in a form acceptable to the Disclosing Party (and for the benefit of the Disclosing Party) agreeing to be bound by the obligations in this clause 30 as if it were a Receiving Party in relation to the Confidential Information to be disclosed to the Recipient.
- (b) The obligations imposed by the earlier provisions of this clause 30.3 do not apply to the Commonwealth in respect of disclosures to any employee or officer of the Commonwealth.

30.4 Disclosure to Commonwealth or Minister

For the avoidance of doubt, a Receiving Party may disclose Confidential Information to:

- (a) the Minister with responsibility for Indigenous Affairs;
- (b) any officer working for the person referred to in paragraph (a) above, the relevant department or the LE;
- (c) the Parliament of Australia in response to a request by:
 - (i) the House of Representatives;
 - (ii) the Senate; or
 - (iii) a Committee of the Parliament of Australia

(each a **Recipient**).

30.5 Return or destruction of Confidential Information

Subject to any statutory requirements, immediately on the written request of the Disclosing Party or on the termination of this Lease for any reason, a Receiving Party must:

- (a) cease the use of all Confidential Information of or relating to the Disclosing Party (or any Related Entity of the Disclosing Party);
- (b) deliver to the Disclosing Party all documents and other materials in its possession or control containing, recording or constituting that Confidential Information or, at the option of the Disclosing Party, destroy, and certify to the Disclosing Party that it has destroyed, those documents and materials; and
- (c) subject to any statutory requirements, for Confidential Information stored electronically, permanently delete that Confidential Information from all electronic media on which it is stored, so that it cannot be restored.

30.6 Warranties

The Disclosing Party warrants to the Receiving Party that:

- (a) it has the right to disclose Confidential Information to the Receiving Party and to authorise the Receiving Party to use the Confidential Information as permitted by this Lease; and
- (b) the use of the Confidential Information as permitted by this Lease does not breach the intellectual property rights of any other person.

30.7 Liability for breach by Recipient

The Receiving Party is liable for any breach of this clause 30 by a Recipient as if the Recipient were the Receiving Party in relation to the Confidential Information disclosed to the Recipient.

31. General

31.1 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 Lease.

31.2 Nature of obligations

- (a) Any provision in this Lease 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 Lease in favour of another is a separate obligation.

31.3 Entire understanding

- (a) This Lease contains the entire understanding between the Parties concerning the subject matter of the Lease and supersedes all prior communications between the Parties.

- (b) Each Party acknowledges that, except as expressly stated in this Lease, that Party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other Party in relation to the subject matter of this Lease.

31.4 No adverse construction

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

31.5 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 Lease.

31.6 No waiver

- (a) A failure, delay, relaxation or indulgence by a Party in exercising any power or right conferred on the Party by this Lease 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 Lease.
- (c) A waiver of a breach does not operate as a waiver of any other breach.

31.7 Severability

Any provision of this Lease which is invalid in any jurisdiction must, in relation to that jurisdiction:

- (a) be read down to the minimum extent necessary to achieve its validity, if applicable; and
- (b) be severed from this Lease in any other case,

without invalidating or affecting the remaining provisions of this Lease or the validity of that provision in any other jurisdiction.

31.8 Successors and assigns

This Lease binds and benefits the Parties and their respective successors and permitted assigns under clause 31.9.

31.9 No assignment without consent of other Parties

Subject to the Land Rights Act, a Party cannot assign or otherwise transfer the benefit of this Lease without the prior written consent of each other Party.

31.10 Consents and approvals

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

31.11 Costs

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

31.12 Duty

- (a) Any duty (including related interest or penalties) payable in respect of this Lease or any instrument created in connection with it must be paid by the LE.
- (b) The LE undertakes to keep the Land Trust and the Land Council indemnified against all liability relating to the duty, fines and penalties.

31.13 Governing law and jurisdiction

- (a) This Lease 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 Lease, its performance or subject matter.

31.14 Notices

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

- (a) may be given by personal service, pre-paid registered post or facsimile;
- (b) must be in writing, legible and in English addressed (depending on the manner in which it is given) as set out in Item 6 of the Schedule 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; 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; or
 - (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,

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.

- (e) Anything required or permitted to be done by the Land Trust in relation to this Lease may be done by the Land Council on behalf of the Land Trust. All rights and entitlements of the Land Trust concerning this Lease (including entitlement to receive payments from the LE) 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.

31.15 Counterparts

If this Lease 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 Lease and any schedules or annexures comprising it, then the provisions of the main body of this Lease prevail.

31.17 Non merger

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

31.18 Operation of indemnities

Unless this Lease expressly provides otherwise:

- (a) each indemnity in this Lease survives the expiry or termination of this Lease; and
- (b) a Party may recover a payment under an indemnity in this Lease before it makes the payment in respect of which the indemnity is given.

31.19 No right of set-off

Unless this Lease 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 application of the meaning given to the term Operating Expenses for the purposes of the Lease Payments.

31.20 Relationship of Parties

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

Schedule - Lease particulars

Item:	Particulars:
1. Land (clause 1.1)	As described in the Deed of Grant at Annexure 4.
2. Township (clause 1.1)	As described in Annexure 2.
3. Commencement Date (clause 1.1)	The date on which the last of the Parties to sign this Lease signs this Lease.
4. Existing Housing Authorities (clause 1.1)	East Arnhem Shire Council being a local government for the purposes of the <i>Local Government Act 2008</i> (NT).
5. Introductory Payment (clauses 1.1 and 5.1(b)(i)(A))	\$4,500,000
6. Notices (clause 31.14)	<p>If to the Land Trust:</p> <p>The Chairman</p> <p>PO Box 172</p> <p>Alyangula NT 0885</p> <p>(Bougainvillea Drive, Alyangula NT 0885, for hand deliveries)</p> <p>Facsimile: (08) 8987 6745</p>
	<p>If to the LE:</p> <p>The Executive Director of Township Leasing</p> <p>Centraplaza</p> <p>16 Bowes Street</p> <p>WODEN ACT 2606</p> <p>Facsimile: (02) 6121 4150</p>

Handwritten signature and initials, possibly 'W', 'R', 'M', 'J', 'L', 'G', 'M', 'W'.

Township Lease

	<p>If to the Land Council:</p> <p>The Chairman</p> <p>PO Box 172</p> <p>Alyangula NT 0885</p> <p>(Bougainvillea Drive, Alyangula NT 0885, for hand deliveries)</p> <p>Facsimile: (08) 8987 6745</p>
7. Further Term (clause 1.1)	40 years



Handwritten signatures and initials: "RW" and "RW" with a flourish.

Township Lease

Executed as a deed.

The Common Seal of the Anindilyakwa Land Trust was hereunto affixed by a duly authorised member of the staff of the Anindilyakwa Land Council pursuant to section 4(5) of the *Aboriginal Land Rights (Northern Territory) Act 1976* upon written authority of the **Anindilyakwa Land Trust** dated the 4th day of **DECEMBER** 2008 and signed by:

Murabusa Wurramarra

Signature of member

MURABUSA WURRAMARRBA

Lionel Jaragba

Signature of member

Russell Wurrawilya

Name (please print) SIGNATURE

Russell Wurrawilya

RUSSELL WURRAWILYA

Signature of member

LIONEL JARAGBA

Name (please print)

Name (please print)

being respectively three (3) members of the **Anindilyakwa Land Trust**

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

[Signature]

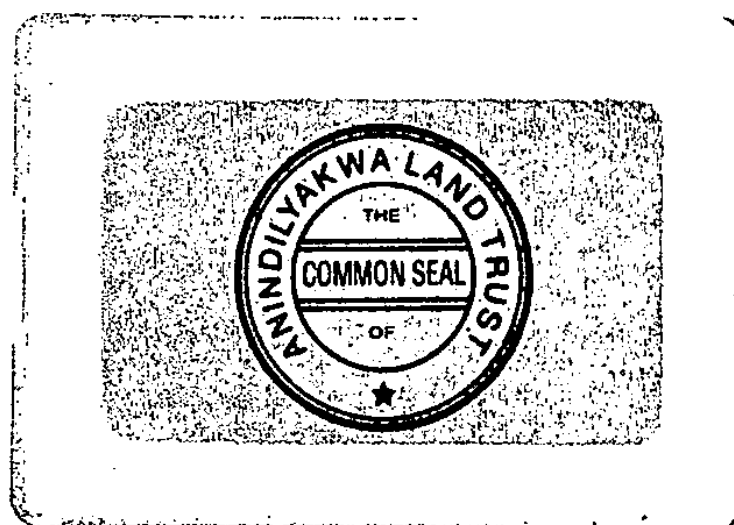
Signature of witness

KYM LOCKLEY

Name (please print)

Solicitor

(02) 6253 7461



Pat Watson

Signature of Executive Director of Township Leasing

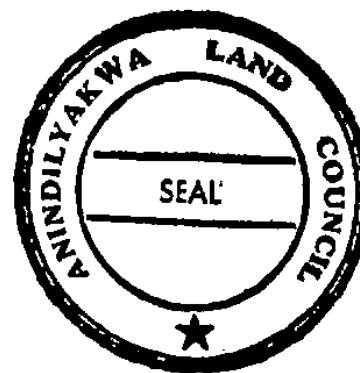
PAT WATSON

Name (please print)

3 DECEMBER 2008

Township Lease

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



R. Wurrumilla
 Signature of member

[Signature]
 Signature of Chairman

RUSSEL WURRAWILYA
~~SERENA BARA~~
 Name of member (please print)

TONY WURRAMARRBA
 Name (please print)

Serena Bara
 Signature of member

4 DECEMBER 2008

[Signature]

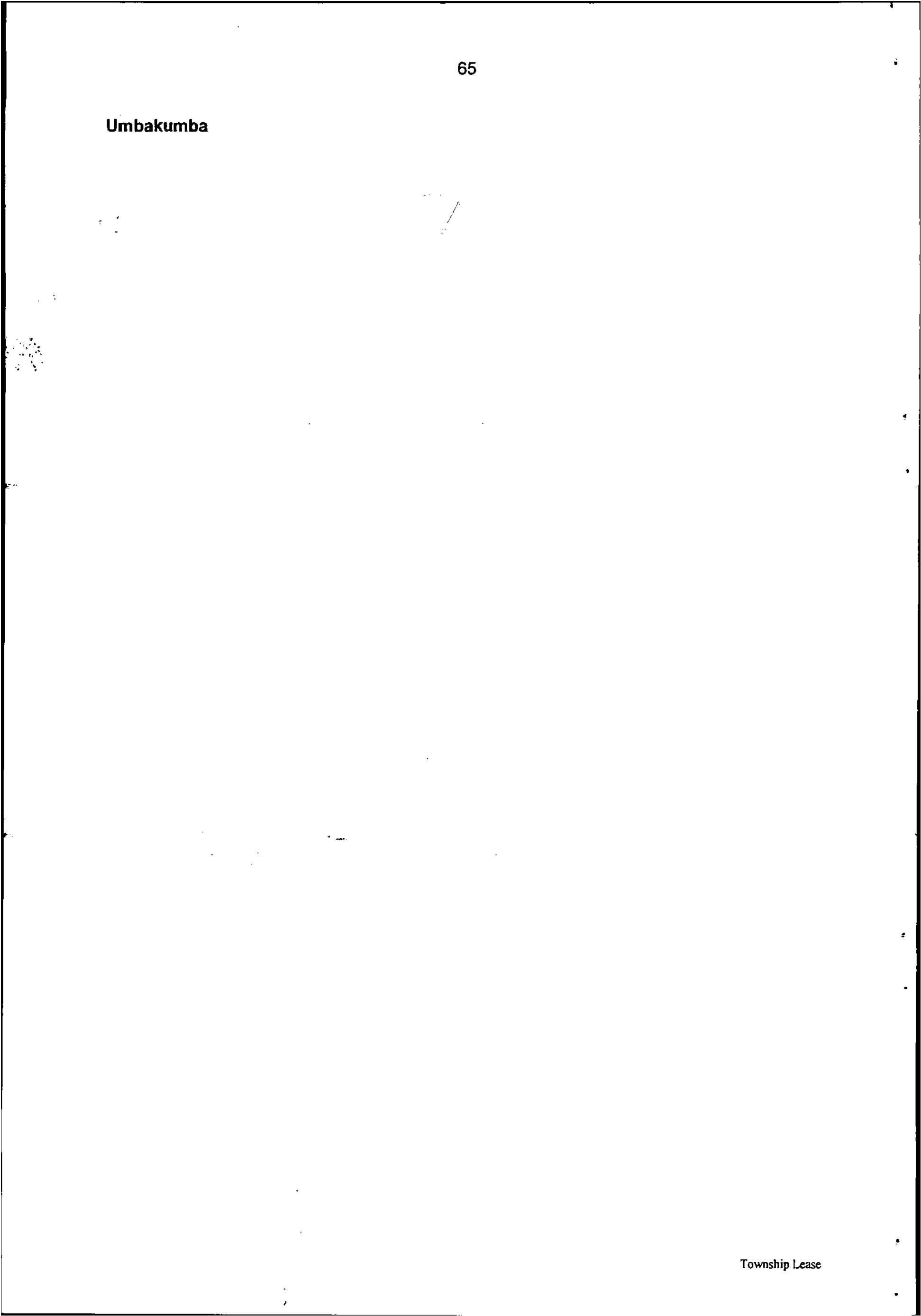
SERENA BARA
 Name (please print)

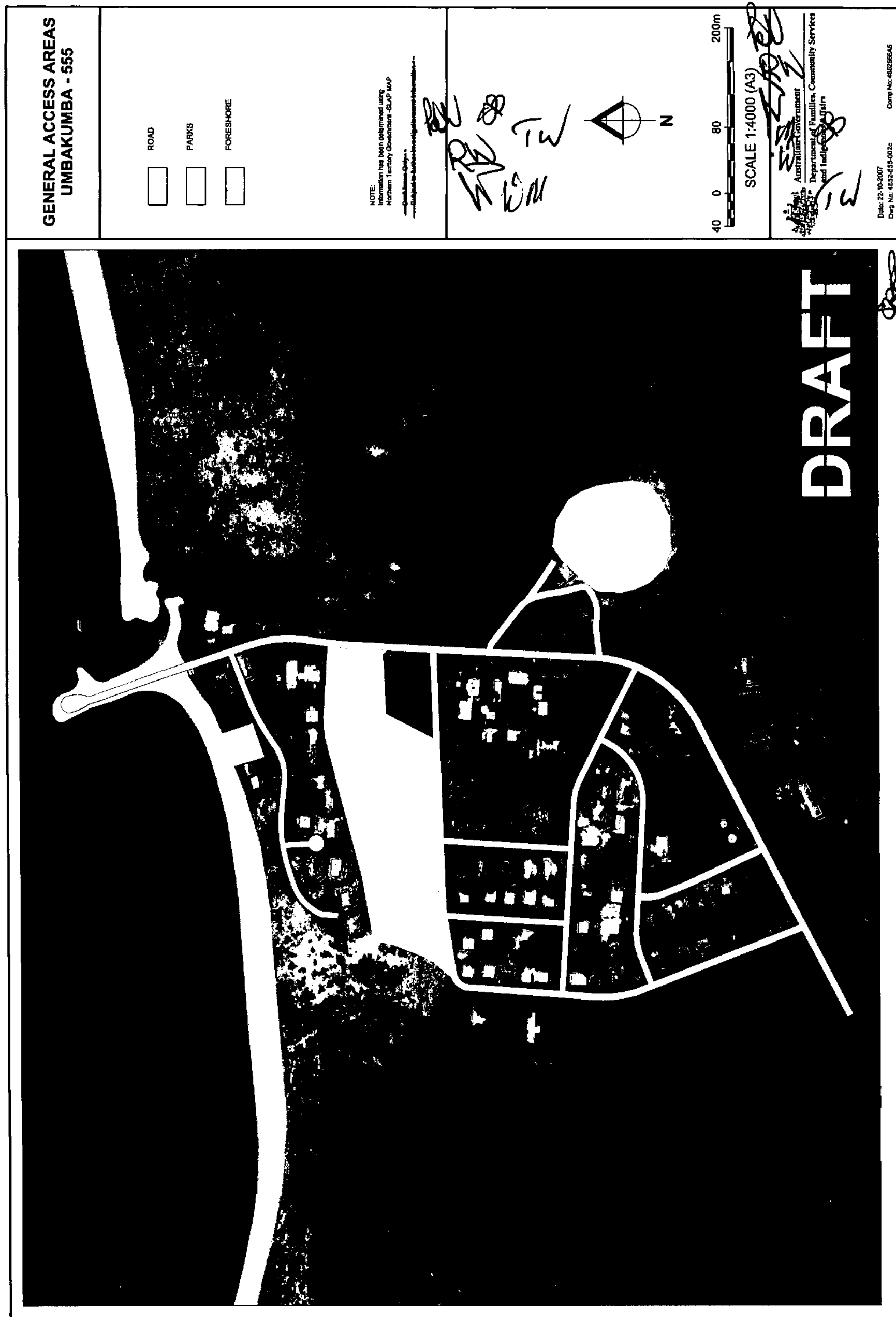
Annexure 1 - Designated General Access Areas (clauses 1.1 and 14.1(d))

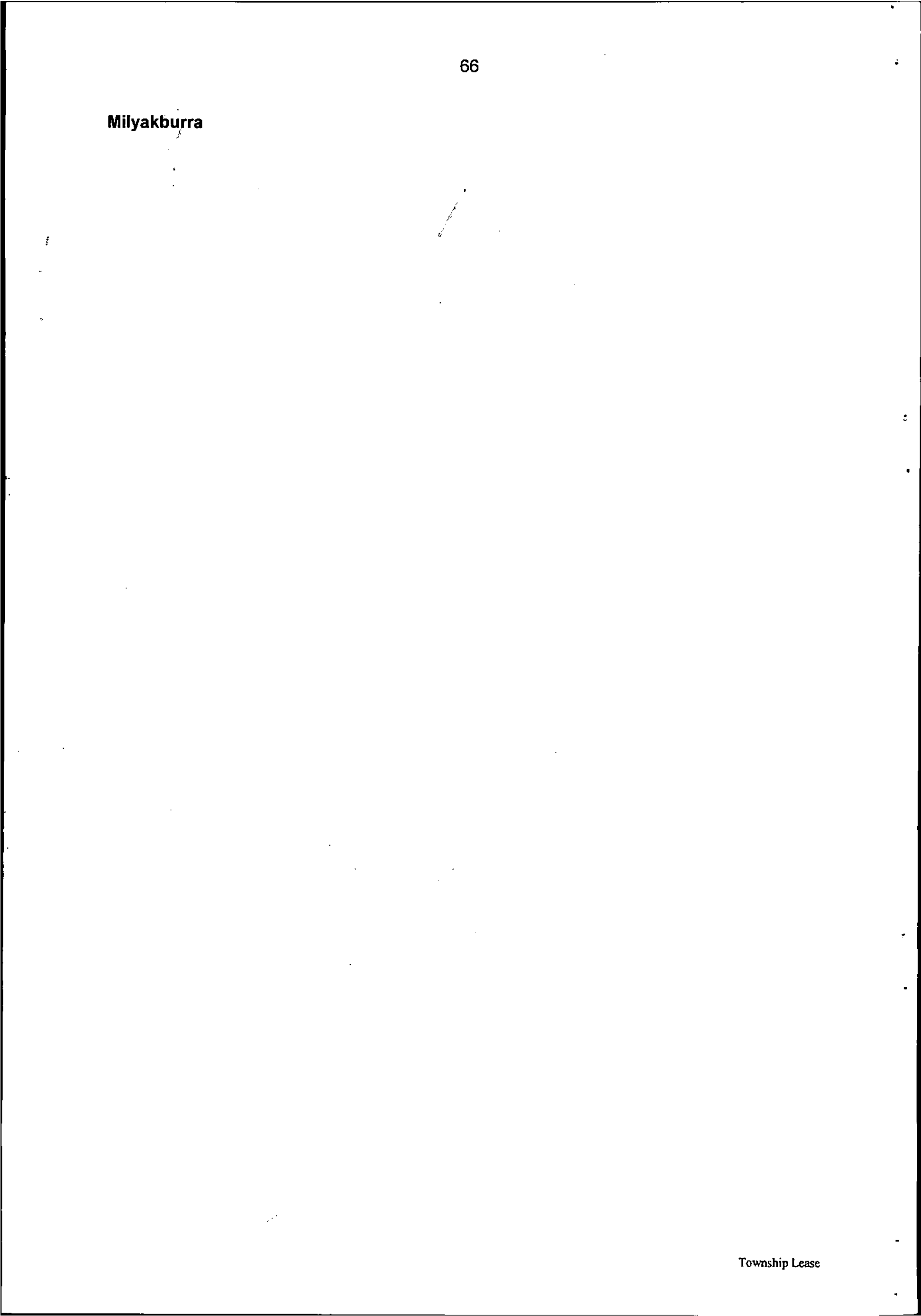
Angurugu

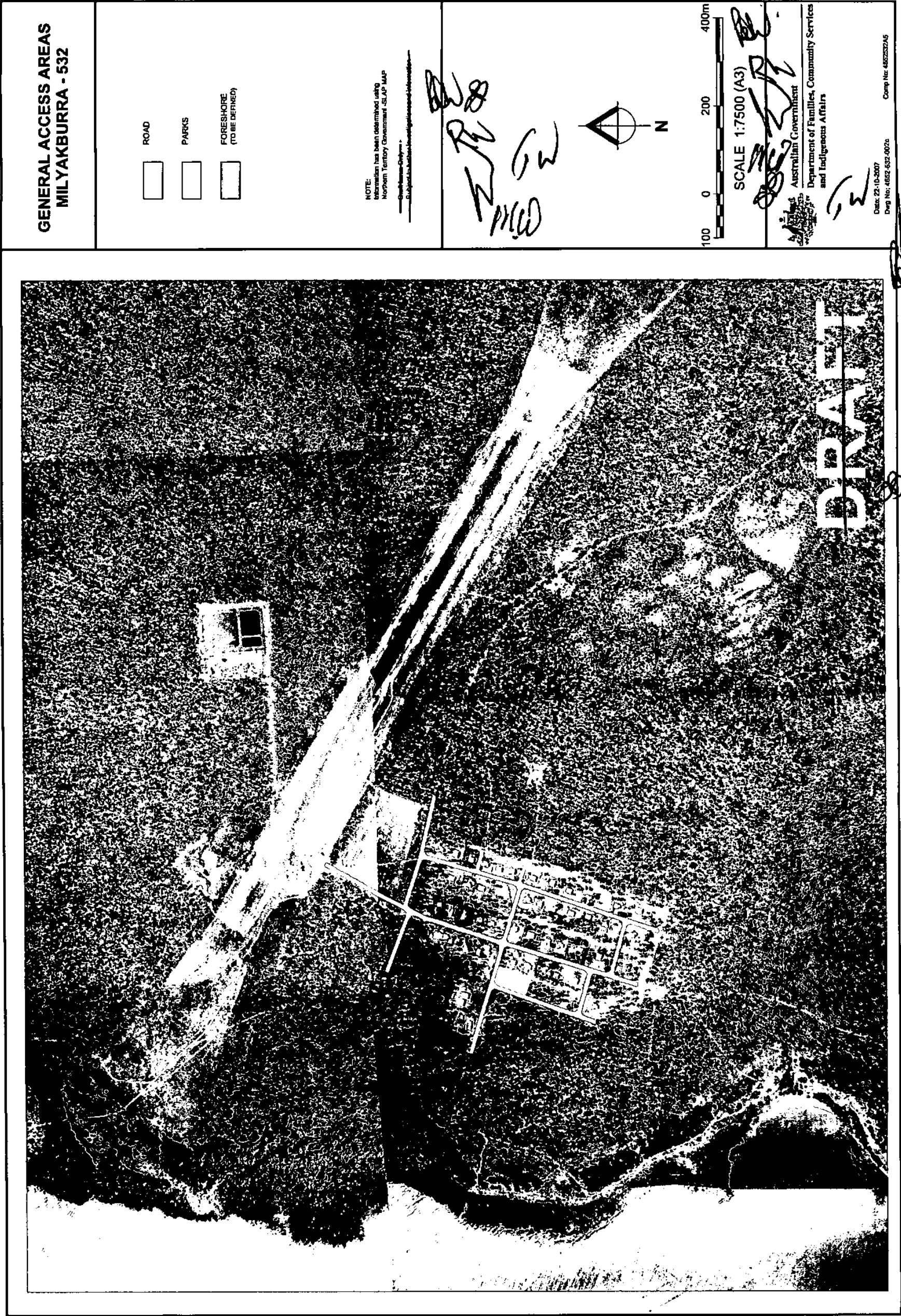
Handwritten notes:
W
B
M
R
M
M

Township Lease









Annexure 2 - Township (clause 1.1 and Item 2 of the Schedule)

Angurugu

The parcel of land on Groote Eylandt with an area of 150 hectares, more or less, being Northern Territory Portion 7006(A), delineated on Survey Plan S2007/180 a copy of which is attached hereto.

Umbakumba

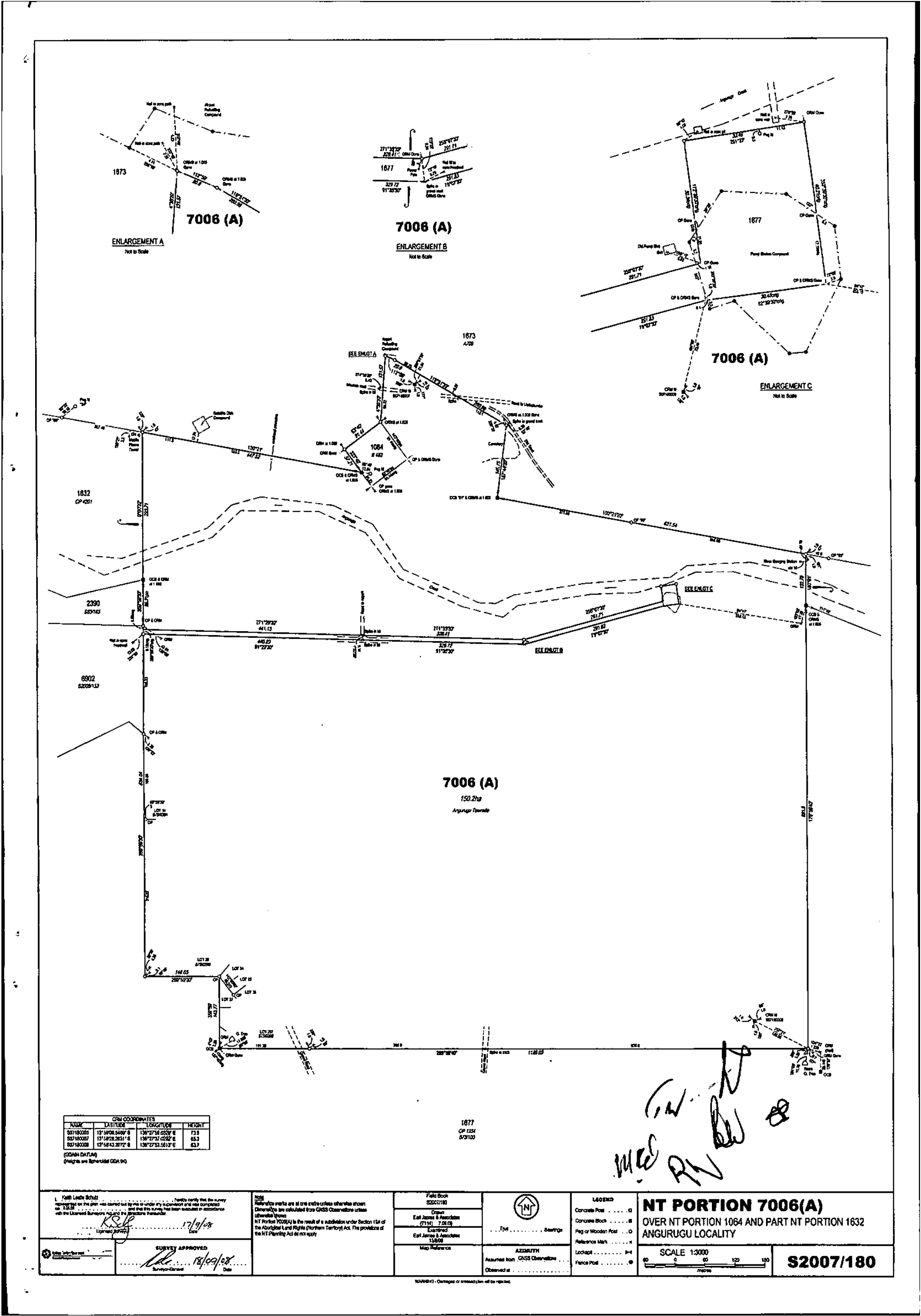
The parcel of land on Groote Eylandt with an area of 314 hectares, more or less, being Northern Territory Portion 7008(A), delineated on Survey Plan S2007/181 a copy of which is attached hereto.

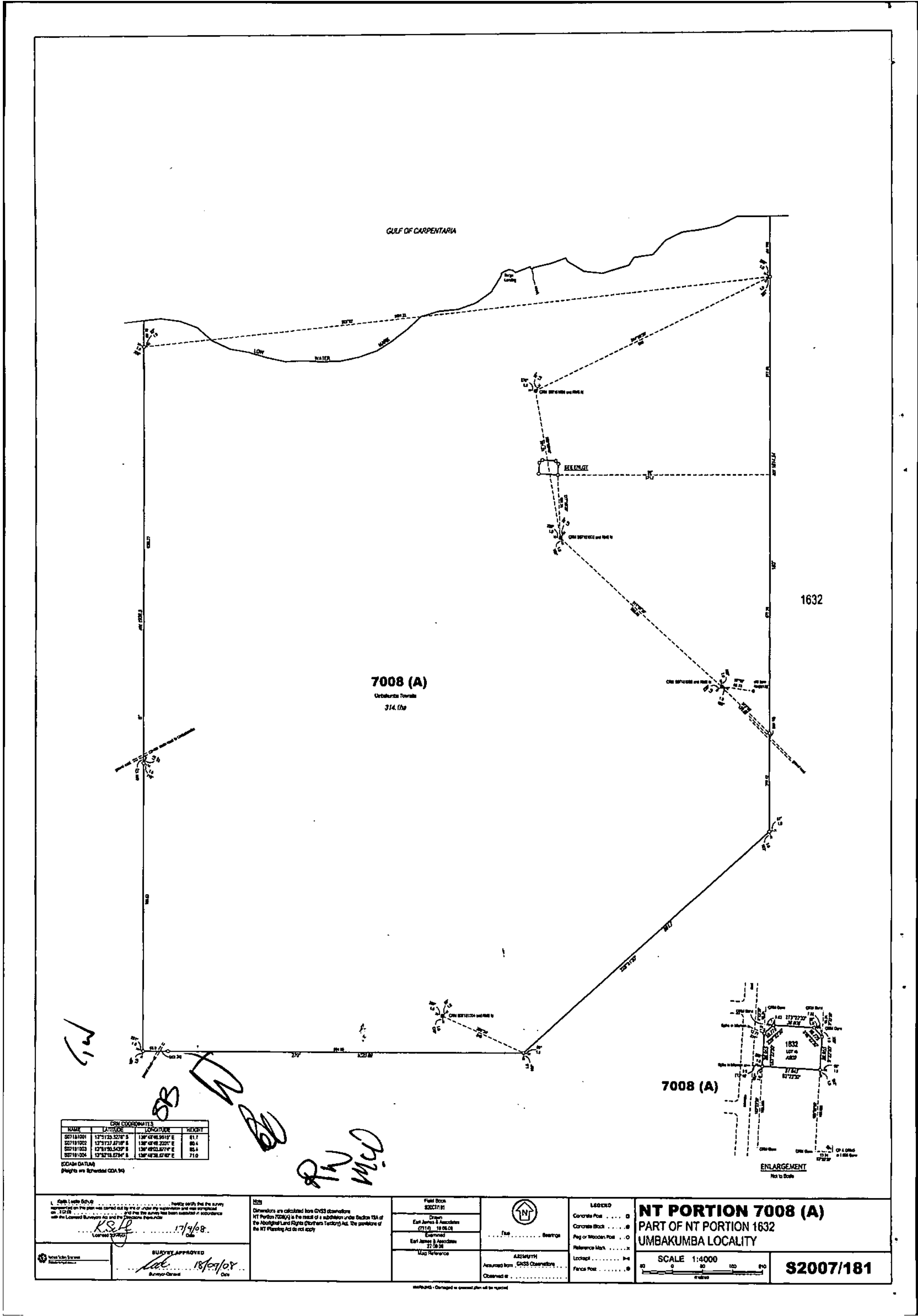
Milyakburra

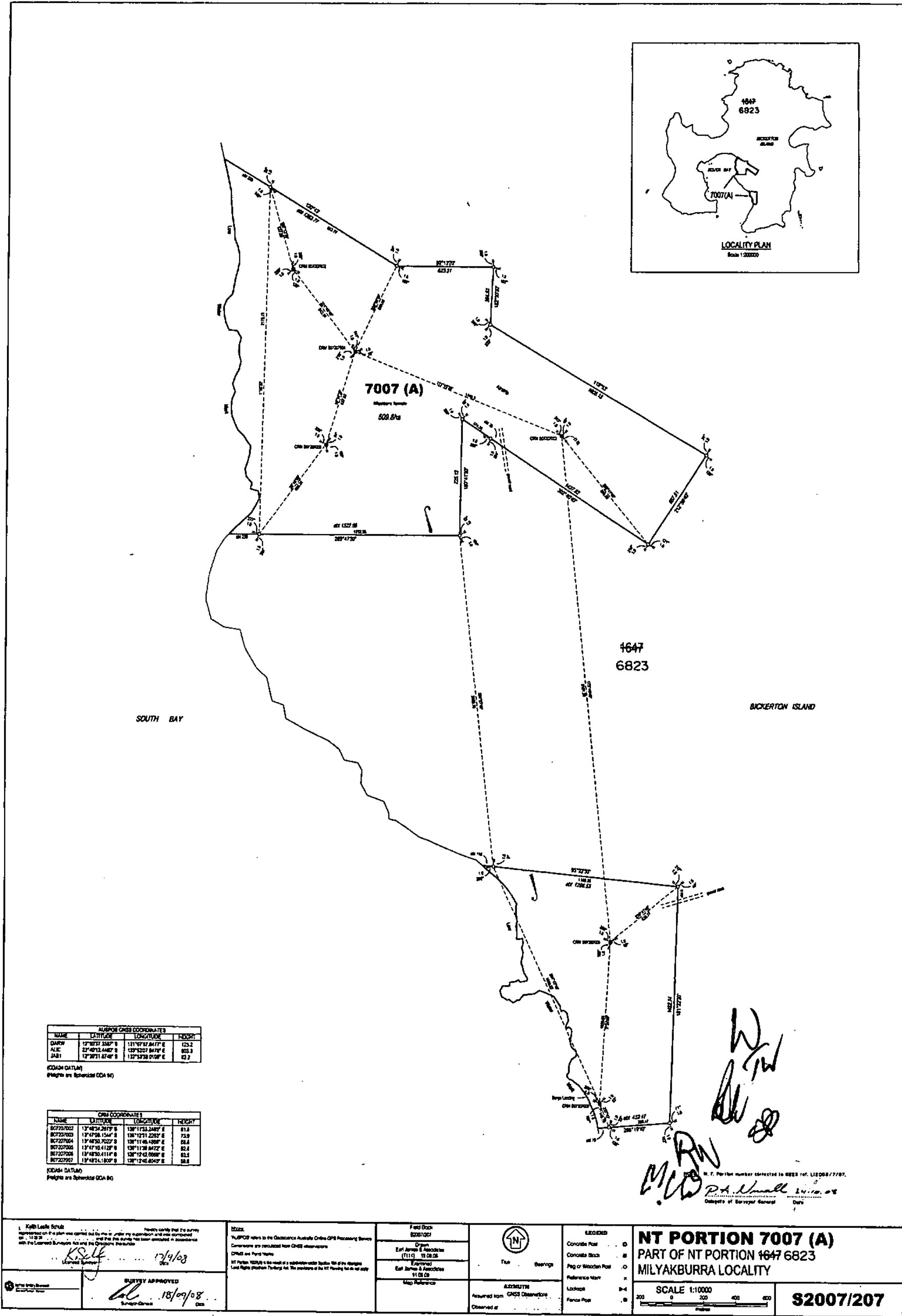
The parcel of land on Bickerton Island with an area of 510 hectares, more or less, being Northern Territory Portion 7007(A), delineated on Survey Plan S2007/207 a copy of which is attached hereto.

BB
GIA
RW
H
MID

Township Lease







Annexure 3 - Regional Partnership Agreement (clause 1.1)

Handwritten notes:
Chin
RW
12/12/08
12/12/08

Township Lease



REGIONAL PARTNERSHIP AGREEMENT

between the

Anindilyakwa Land Council

the

Commonwealth of Australia

and the

Northern Territory Government

20 MAY 2008

N
M. W. B.
RW GW

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1 OVERVIEW

- 1.1. This Regional Partnership Agreement (the "Agreement") is an Agreement between the Anindilyakwa Land Council, the Commonwealth of Australia and the Northern Territory Government of Australia. It is envisaged that additional parties may join the Agreement over time.
- 1.2. The scope of this Agreement is the geographic area known as the Anindilyakwa region (the "region"); comprising Groote Eylandt and Bickerton Island, and specifically the communities of Angurugu, Umbakumba and Milyakburra.
- 1.3. This Agreement is made in a spirit of partnership to:
 - 1.3.1. Establish the principles and strategies necessary to improve the coordination and provision of services across the Anindilyakwa region;
 - 1.3.2. Encourage sustained economic development through targeted investments in education; employment, training and business development; housing; and community health and safety;
 - 1.3.3. Establish a framework for implementation including governance arrangements, roles and responsibilities and an evaluation framework; and
 - 1.3.4. Set out an agreed plan of action, which aims to achieve measurable and sustainable improvements for people living in the Anindilyakwa region.

2 KEY PRINCIPLES

This Agreement is based on the following principles:

- 2.1 Principles agreed in the Heads of Agreement between the parties, signed on 9 November 2006:
 - a recognition of the need for all parties to strengthen effort to address the full extent of Indigenous disadvantage;
 - a spirit of cooperation, partnership and shared responsibility;
 - an acknowledgement of the need to build the economic independence of the people in the region;
 - a focus on priorities agreed at the regional level;
 - a willingness by government to be flexible and innovative;
 - a commitment to improvements in accountability and performance monitoring by all parties;
 - a desire to achieve clarity of responsibility for service delivery and increased effectiveness across the three levels of government;
 - an understanding that greater certainty and stability in funding arrangements, including multi-year funding agreements, can facilitate more effective planning and service delivery mechanisms; and
 - a recognition of the need to build capacity and strengthen governance.

2.2 The National Framework Principles for Service Delivery to Indigenous Australians, endorsed at the COAG meeting on 25 June 2004. These principles are:

- sharing responsibility;
- harnessing the mainstream;
- streamlining service delivery;
- establishing transparency and accountability;
- developing a learning framework; and
- focusing on Priority Areas, being early childhood development and growth; early school engagement and performance; positive childhood and transition to adulthood; substance use and misuse; functional and resilient families and communities; effective environmental health systems and economic participation and development.

3 OBJECTIVES AND OUTCOMES

3.1 This Agreement establishes a regional partnership to achieve sustainable and measurable improvements for people living in the Anindilyakwa region across a range of outcomes. The parties will work together to coordinate services and effectively deliver initiatives across communities in the region in response to locally identified need.

3.2 The parties will work together to:

- 3.2.1 Improve housing outcomes including facilitating the transition from community housing to home ownership, public housing and commercial development;
- 3.2.2 Improve health service delivery, including enhancing access and availability of services and developing region-specific health interventions;
- 3.2.3 Improve educational outcomes across the region from early childhood to adult education and training;
- 3.2.4 Improve employment outcomes, including increasing rates of Indigenous people entering and remaining in long-term, meaningful employment;
- 3.2.5 Enhance opportunities for business and enterprise development in the region;
- 3.2.6 Enhance community safety, including reducing substance abuse and improving police presence;
- 3.2.7 Improve the capacity of all organisations in the region through the delivery of governance and leadership training; and
- 3.2.8 Develop a strong partnership between industry, the community and government that works with Indigenous people locally to generate solutions to complex issues in the region and address obstacles to achieving the objectives of this Agreement.

3.3 Plans to achieve the objectives of the regional partnership are set out in the Schedules, or may be set out in additions to the Schedules, or additional Schedules, or may be set out in other documents, such as legal agreements, as appropriate.

4 REGIONAL PARTNERSHIP AGREEMENT COMMITTEE

- 4.1 The Groote Eylandt and Bickerton Island Regional Partnership Committee will be established to ensure that the parties are working well together toward achievement of the objectives of this Agreement. The Regional Partnership Committee will meet at least quarterly.
- 4.2 The Regional Partnership Committee will comprise senior representatives of each of the parties, including but not limited to the State Manager of FaHCSIA, the Deputy Chief Executive of the NT Department of the Chief Minister and the Chairperson of the Anindilyakwa Land Council. Additional representatives of the parties may attend meetings as required.
- 4.3 The Regional Partnership Committee will:
- 4.3.1 Provide strategic leadership for the Agreement, ensuring a cohesive approach between parties, stakeholders and people living in the region;
 - 4.3.2 Agree on new priorities and areas for joint action, including leading negotiations on additional Schedules to the Agreement;
 - 4.3.3 Oversee the implementation and performance management of the Agreement, including:
 - monitoring progress of projects contained in the Schedules;
 - analysing performance reports and the review mentioned in clause 5.3 of this Agreement;
 - ensuring that better outcomes are being delivered through the regional partnership approach; and
 - 4.3.4 Solve any problems and seek to address any lack of progress on implementation.
- 4.4 The Regional Partnership Committee will hold its first meeting within one month of signing this Agreement to determine its terms of reference and working arrangements, including:
- membership and Chair;
 - secretariat arrangements; and
 - any other relevant matter.

5 PERFORMANCE MEASUREMENT AND EVALUATION

- 5.1 All parties will support a baseline data study as per Schedule A Part 7, to inform negotiations for additional Schedules and improve the capacity to measure changes in outcomes in the communities.
- 5.2 Through the Regional Partnership Committee, the parties will jointly monitor and evaluate progress against the timeframes and performance indicators outlined in projects contained in the Schedules to this Agreement. The parties will provide sufficient information to the Committee for that purpose.

- 5.3 In the third year of operation of this Agreement, the effectiveness of the Agreement will be independently reviewed. The Terms of Reference for the review and the reviewer must be agreed by the Regional Partnership Committee within two years after the Agreement is signed. The core Terms of Reference will be to review the effectiveness of the regional partnership and the impact of the Agreement and its Schedules on the people living in the region, with reference to:
- the baseline data study mentioned in clause 5.1 above; and
 - the timeframes and performance indicators mentioned in clause 5.2 above.

6 ADDRESSING CONCERNS

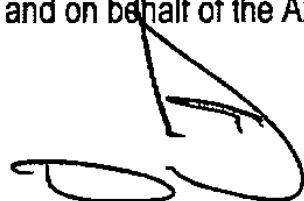
- 6.1 Any Committee member may record a concern on behalf of the stakeholder interests he/she represents. The Regional Partnership Committee as a whole is responsible for ensuring resolution of the concern.
- 6.2 The procedures for dealing with a concern are as follows:
- 6.2.1 Where the Committee receives a concern the details must be lodged through the secretariat with the Committee.
- 6.2.2 The Committee will discuss the concern as a priority and associated responses or actions will be completed in a timely, thorough and fair manner, as appropriate having regard to the nature of the concern.
- 6.2.3 The Committee will ensure that sufficient information and data are gathered to enable a thorough investigation and response and ensure that actions agreed are recorded and carried out.
- 6.2.4 Where a concern cannot be satisfactorily resolved the Committee may appoint an independent, appropriately qualified person to review the issue and advise on the most appropriate course of action to resolve the issue.
- 6.2.5 The Committee should accept the recommendation of the independent advisor.

7 DURATION AND AMENDMENT OF AGREEMENT

- 7.1 This Agreement commences on the date of signing by all parties and will continue in force for five years from that date, or until all of the parties agree to terminate the Agreement or prepare another document that replaces this Agreement.
- 7.2 The members of the Regional Partnership Committee, on behalf of the parties, may amend this Agreement or its Schedules in writing signed by all the members.

This agreement is made on the 20th day of May, 2008

Signed for and on behalf of the Anindilyakwa Land Council by:



Tony Wurramarrba
Chairman, Anindilyakwa Land Council



Walter Amagula
Deputy Chairman, Anindilyakwa Land Council

Signed for and on behalf of the Australian Government by:



The Hon Jenny Macklin MP
Minister for Families, Housing, Community Services and Indigenous Affairs

Signed for and on behalf of the Northern Territory Government by:



The Hon Paul Henderson MLA
Chief Minister

M. Wunamata
R. Wunamata
St. John's
St. John's
Simone Delana

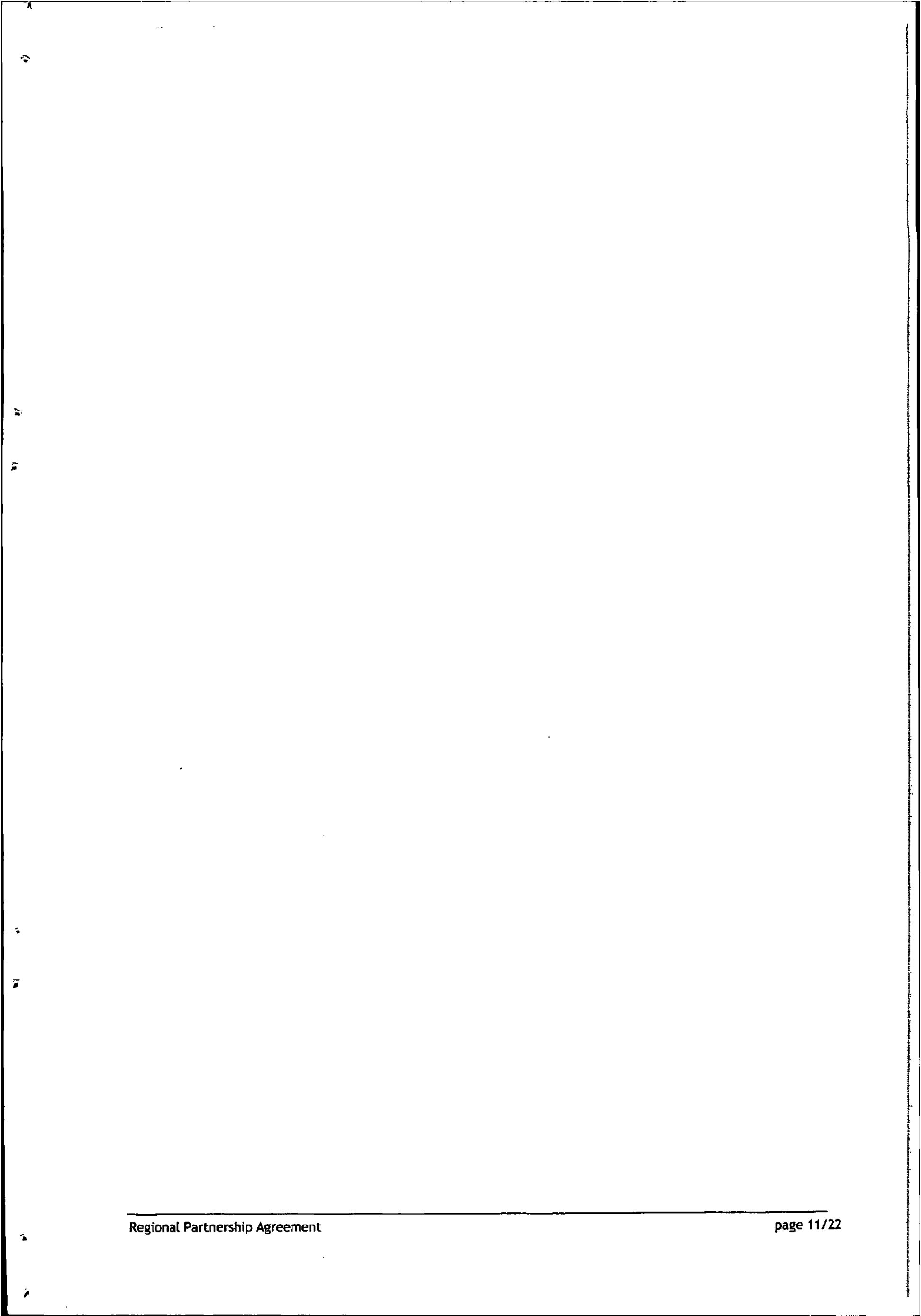

John Wunamata
Wah A

Claude Mamarika


Claude Mamarika

Rita J. J. J.

Alfon Niamundochi
Serena Bora
Mamarika



SCHEDULE A - Stage 1 Projects

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Schedule A - Stage 1 projects

Part 1 - Township Leases

Project Description: Grant of a township lease over Angurugu, Umbakumba and Milyakburra under section 19A of the *Aboriginal Land Rights (Northern Territory) Act 1976*.

Project Rationale: To establish long term secure tenure over townships to facilitate certainty for residents, a secure basis for government investment especially in housing and infrastructure, to support better service delivery, to attract private investment and to facilitate business development and home ownership for Anindilyakwa people.

Objective	Agency	Targets	When
The Anindilyakwa Land Council will support the grant of township leases over Angurugu and Umbakumba on Groote Eylandt and Milyakburra on Bickerton Island to the Executive Director of Township Leasing, subject to relevant amendments to section 19A of the Land Rights Act, and to the requirements of the Land Rights Act. The Commonwealth will support the grant of the leases, subject to relevant amendments to section 19A of the Land Rights Act, and to the requirements of the Land Rights Act. The township lease terms will be those set out in the letter of intent signed by representatives of the Anindilyakwa Land Council and the Commonwealth.	ALC FaHCSIA	Leases signed	One year from signing this Agreement

Schedule A - Stage 1 projects

Part 2 - Working for Better Education Outcomes

Project Description: Funding will be provided for a review of education needs at Groote Eylandt and Bickerton Island jointly supported by the Australian and Northern Territory Governments. The results of the review will inform further work under this Agreement to improve education outcomes in the region.

Project Rationale: Improving education outcomes is a critical priority to enhance employment and other life outcomes. All parties agree there is a need to improve education standards in the region, compared to national benchmarks, and improve employment rates.

Objective	Agency	Targets	When
Funding will be provided to the Anindilyakwa Land Council to engage a consultant for a Review of Education Needs at Groote Eylandt and Bickerton Island jointly supported by the Australian and Northern Territory Governments. The Review will be conducted in accordance with the Terms of Reference which have been agreed by all parties and managed by a Steering Committee comprised of representatives nominated by the Anindilyakwa Land Council, the Australian Government and the Northern Territory Government.	DEEWR NT DEET ALC	Completion of report	To commence as soon as possible after the RPA is signed, with a view to completing the study within six months.

Schedule A - Stage 1 projects

Part 3 - Economic Development and Employment Strategy

Project Description: The Australian Government, through the Department of Education, Employment and Workplace Relations (DEEWR), will work with the parties to the Agreement to build employment aspirations and the capacity of Indigenous people on Groote Eylandt and Bickerton Island to take up local employment opportunities, remain in jobs and advance their careers.

Project Rationale: There is a need to improve the coordination of employment and training services in the region and ensure effective collaboration between stakeholders to enable employment and training opportunities to be fully realised.

Objective	Agency	Targets	When
DEEWR through its Regional Team will fund the development and implementation of a comprehensive regional employment and economic development strategy for Groote Eylandt and Bickerton Island during 2008 that will provide a coordinated strategic approach to breaking down the barriers to employment and preparing Indigenous people for local employment and business opportunities.	DEEWR	Strategy developed and in place	Within 12 months of signing the RPA
A key mechanism through which the regional employment and economic development strategy will be delivered is a " Job Shop " model to be run by Groote Eylandt and Bickerton Island Enterprises that will provide local Indigenous people and employers with a central coordination point for Indigenous employment and training. DEEWR will support the Job Shop through its regionally based personnel and by providing funding from its various Indigenous programs to provide pre-employment training, mentoring and employment placement services.	DEEWR GEBIE	Establishment of Job Shop	Within 12 months of signing the RPA
DEEWR will provide effective and appropriate support for business and economic development on the islands through the Indigenous Employment Program including an Economic Development Officer, business planning and business skills training.	DEEWR	Indigenous Employment Program in place and EDO employed.	Within 12 months of signing the RPA

Schedule A - Stage 1 projects

DEEWR will work with parties to develop and implement sustainable transport solutions that can assist Indigenous jobseekers in accessing employment and training opportunities on Groote Eylandt and Bickerton Island. DEEWR will provide funding to support strategies and facilitate access to other sources of funding and infrastructure to support transport on the islands. As part of identifying sustainable transport solutions, DEEWR will provide funding for a feasibility study of a local bus service . DEEWR will source funding to implement the agreed transport option including driver training.	DEEWR	Feasibility study completed Appropriate transport option funded and established Driver training provided	Within 6 months of signing the RPA Within 12 months of signing the RPA
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Schedule A - Stage 1 projects

Part 4 - Housing and Development

Project Description: Provision of new housing, repairs and maintenance of existing housing and introduction of new housing options including public housing and opportunities for home ownership including delivery of integrated financial management services and assistance. This project will also deliver an increased investment in community development initiatives, through grants for development of a cultural centre and establishment of a local construction company.

Project Rationale: The region has been identified by both governments as a priority area for new housing and essential infrastructure to relieve overcrowding and improve living conditions.

Objective	Agency	Targets	When
Following – and on condition of the grant of the township leases referred to in Part 1, at least twenty-six (26) new houses will be constructed pursuant to a joint Commonwealth/Northern Territory tender. Eighteen (18) houses will be constructed at Angurugu, six (6) at Umbakumba and two (2) at Miliyakburra. Once constructed, the houses will be administered by Territory Housing in accordance with ordinary public housing rules.	Territory Housing FaHCSIA	Houses constructed	24 months from grant of the township lease referred to in Part 1.
A Fixing Houses for Better Health program will apply on all current houses at Angurugu, Umbakumba and Miliyakburra	Territory Housing FaHCSIA	FHBH implemented	To start as soon as possible and be completed within 12 months of signing the RPA
A housing repairs and maintenance program will apply at Angurugu, Umbakumba and Miliyakburra comprising painting and other improvements on all current houses , on the condition of intensive involvement of local families. Those elements of the Northern Territory Emergency Response's Community Clean-Up program which do not overlap with FHBH will also be provided.	Territory Housing FaHCSIA	Repairs and maintenance completed	Within 24 months of signing the RPA.

Schedule A - Stage 1 projects

The Australian Government, through the Department of Families, Housing, Community Services and Indigenous Affairs (FaHCSIA), will provide the people at Groote Eylandt and Bickerton Island with integrated financial management services that will help people improve their money management skills and enable them to make an informed decision about entering into home ownership. The services will also include assistance to access the mainstream and Indigenous specific programs designed to assist Home Ownership.	FaHCSIA	Financial literacy training delivered Access to home ownership programs provided (subject to appropriate land tenure)	Financial management service to be initially delivered within 3 months of signing the RPA. Service will be ongoing, subject to appropriate land tenure.
The Aboriginals Benefit Account will contribute a grant of up to \$2m for the development of a Cultural Centre to be attached to the Dugong Beach Resort on Groote Eylandt, to which traditional owners are contributing resources (grant already made).	FaHCSIA (ABA) GEBIE	Cultural centre constructed	Completed
The Aboriginals Benefit Account will contribute a grant of \$2m capital to support the establishment of a GEBIE construction company on the condition that the company constructs, within 24 months of the RPA being signed and using funding contributions from other sources, a minimum of 10 houses for lease or sale to community members or lease to GEMCO or a government agency.	FaHCSIA (ABA) GEBIE	10 houses constructed Training and engagement of local people in the company	Within 24 months of signing the RPA

Schedule A - Stage 1 projects

Part 5 - Improving Community Health and Safety

Project Description: Increased investment in community health and safety, including enhancing primary health care, development of region-specific health initiatives, increased police presence and introduction of new measures to reduce substance abuse.

Project Rationale: It has been identified that current infrastructure is not adequate to meet health service delivery needs and that an increased focus on addressing Machado Joseph Disease (MJD) and dental caries is required. In addition, improving community safety and reducing the use of cannabis have been identified as key priorities by the communities.

Objective	Agency	Targets	When
The Australian Government will provide \$70,000 to undertake a scoping assessment of health infrastructure needs in Angurugu and Umbakumba, in consultation with the Northern Territory Department of Health and Community Services and with the Anindilyakwa Land Council.	DoHA NT DHCS ALC	Scoping assessment completed	Within 6 months of signing the RPA
The assessment will inform the expenditure of an additional investment of \$2 million in capital funding to improve primary health care facilities at Angurugu and Umbakumba, to be constructed following – and on condition of the grant of the township leases referred to in Part 1. Half of this funding will be provided by the Australian Government and half by the Northern Territory Government. The parties recognise that Umbakumba is a priority location for investment in health infrastructure.	DoHA NT DHCS	Health facilities upgraded	Following grant of the township leases referred to in Part 1.
A grant of \$100,000 is also being provided by the Australian Government to the Anindilyakwa Land Council for a further study in relation to future implications for care of Machado Joseph Disease (MJD) sufferers. The Northern Territory Government has provided funding for an MJD coordinator position for the East Arnhem region and for moving towards an appropriate counselling service.	FaHCSIA ALC NT DHCS DoHA	Study completed	Within 12 months of signing the RPA
The Northern Territory Government and the Australian Government will work toward developing a Memorandum of Understanding with the Anindilyakwa Land Council in relation to care and support services for MJD patients.	ALC NT DHCS FaHCSIA DoHA	MOU developed and implemented	Within 6 months of signing the RPA.

Schedule A - Stage 1 projects

The Australian Government and Northern Territory Government will jointly fund an assessment of fluoridation of drinking water at Groote Eylandt. The assessment will investigate options for delivering fluoride to improve the dental health of children at Angurugu, Umbakumba and Milyakburra. A consultant will be engaged to advise on technical requirements, personnel and feasibility of fluoridating smaller communities' water supplies.	NT DHCS FaHCSIA	Assessment completed	Within 6 months of signing the RPA
The Groote Eylandt region will be a priority location for the AFL Club Fostership program being jointly funded by the Australian Government and the AFL to use sport as a tool to promote messages about the importance of a good education and the value of a healthy and active lifestyle. The program will include regular visits by the Geelong Football Club to work with young people and linking into other activities being run by the Anindilyakwa Land Council, the Shire and the schools.	FaHCSIA AFL ALC	Fostership program implemented	Ongoing
Increased community safety will be promoted through the provision of a basic office with overnight officer accommodation for visiting police at Umbakumba to be funded by the Australian Government. In response, the Northern Territory Government will provide for the deployment of police officers so as to significantly increase their presence in Umbakumba. This commitment extends to at least one programmed visit to Umbakumba per week and two unscheduled visits per week. Overnight visits to the community will occur on a needs basis and where operational circumstances allow.	NT Police FaHCSIA NT DCM	Accommodation built Increased police presence at Umbakumba	Facility to be constructed within 24 months of signing the RPA
In order to address substance abuse at Groote Eylandt and Bickerton Island, particularly the heavy use of cannabis, the region will be a priority location for intensive attention by the sniffer dog unit at Darwin . The commitment extends to a target of visiting Groote Eylandt at least four times per year. This commitment is made by both the Australian and Northern Territory Governments.	NT Police FaHCSIA NT DCM	Sniffer dogs visit Groote at least 4 times per year	Visits to Groote Eylandt to occur at least quarterly from the time the RPA is signed
Ongoing funding of the Groote Eylandt and Milyakburra Youth Development Unit.	NT DCM	Effective operation continues	Funding is committed until June 2009

Schedule A - Stage 1 projects

Part 6 - Leadership and Governance

Project Description: Delivery of innovative leadership development for Indigenous women, men and youth. The leadership workshop will aim to:

- provide an overview of reforms to Indigenous Affairs and its challenges
- provide an interactive learning space focussing on the skills and knowledge needed to meet these challenges and maximise opportunities
- assist participants to develop a vision and plan for the future and
- provide an opportunity for participants to apply what they learn to their community.

Project Rationale: Indigenous leaders have indicated their willingness to participate in Shire governance structures and other consultative forums and have requested targeted training be provided at a local level.

Objective	Agency	Targets	When
<p>The Australian Government will deliver innovative leadership development for Indigenous women, men and youth. Initially, this would involve a leadership workshop on Groote Eylandt in 2008 for individuals from both Groote Eylandt and Bickerton Island with the drive and energy to undertake this type of program. The workshop will include sessions for women and men on leading well in your family and community, understanding values, vision and goal setting and community development. Further support, informed by this initial training, would be developed as part of Stage 2 of the RPA.</p> <p>The content of the workshop will be based on FaHCSIA's National Community Leadership Program and developed through consultation with the Anindilyakwa Land Council and the community.</p>	FaHCSIA (in consultation with ALC)	<p>Consultations occur at Groote Eylandt</p> <p>Workshop delivered</p>	<p>As soon as possible</p> <p>Within 6 months of signing the RPA</p>

Schedule A - Stage 1 projects

Part 7 - Moving to Stage 2 of the Regional Partnership Agreement

Project Description: Progress in Stage 1, particularly the results of the baseline study, MJD research, education needs assessment and leadership workshop, will inform negotiations for further work to achieve the objectives of this Agreement.

Project Rationale: The outcomes of projects under this Schedule, including scoping studies, will help to target investments in a second Schedule under this Regional Partnership Agreement.

Objective	Agency	Targets	When
Funding will be provided by the Australian Government for a Baseline Data Study to inform negotiations for Stage 2 and to improve the capacity to measure outcomes and development in the communities. A Steering Committee comprised of representatives nominated by the Anindilyakwa Land Council, the Australian Government and the Northern Territory Government will be set up to guide the project.	FaHCSIA ALC NT DCM	Baseline study completed	Within twelve months
The Australian Government and the Northern Territory Government confirm and renew their commitment to negotiating Stage 2 of a RPA with the parties to the Heads of Agreement. This commitment extends to the commencement of negotiations in relation to Stage 2 within 6 months of Stage 1 of the RPA being signed. It is envisaged that all stakeholders in the region including the new North East Arnhem Shire Council and GEMCO will be parties to Stage 2 of an RPA and that the priorities it will seek to address will include maximising local training and employment outcomes.	All parties	Negotiations commenced	Within six months of signing this Agreement.
A Steering Committee comprising at least one representative from each party will be established as soon as the RPA is signed. The Committee's role is set out in Clause 4 of this RPA.	All parties	Committee established and meeting regularly	Committee to meet within one month of signing the RPA and meet regularly for the life of the RPA.

Annexure 4 - Deed of Grant (Item 1 of the Schedule)

Handwritten signatures and initials:
RW 14/6/09

Township Lease

REGISTER BOOK

VOLUME FOLIO

COMMONWEALTH OF AUSTRALIA

ABORIGINAL LAND RIGHTS (NORTHERN TERRITORY) ACT 1976

SECTION 12AAB

DEED OF GRANT OF GROOTE EYLANDT AND ANINDILYAKWA ISLANDS
TO THE ANINDILYAKWA LAND TRUST

WHEREAS by Deed of Grant dated 30 May 1980 land on Groote Eylandt was granted to the ARNHEM LAND ABORIGINAL LAND TRUST (namely, subject to reservations and exceptions, Northern Territory Portions 1084, 1310, 1509, 1540, 1541, 1542 and 1632 shown on Compiled Plan 4201; see Register Book Volume 23 Folio 137 (now Volume 650 Folio 877))

AND WHEREAS by Deed of Grant dated 17 June 1988 further land on Groote Eylandt was granted to the ARNHEM LAND ABORIGINAL LAND TRUST (namely, subject to reservations and exceptions, Northern Territory Portion 1199 shown on Compiled Plan 4201; see Register Book Volume 650 Folio 877)

AND WHEREAS by Deed of Grant dated 29 November 1989 further land on Groote Eylandt was granted to the ARNHEM LAND ABORIGINAL LAND TRUST (namely, subject to reservations and exceptions, Northern Territory Portions 1653 and 1654 shown on Compiled Plan 4201; see Register Book Volume 212 Folio 031)

AND WHEREAS by Deed of Grant dated 30 May 1980 the Anindilyakwa Islands (excepting Groote Eylandt) and other islands were granted to the ARNHEM LAND ABORIGINAL LAND TRUST (namely, subject to reservations and exceptions, land

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shown on Compiled Plan 4182; see Register Book Volume 23 Folio 136 (now Volume 704 Folio 469));

AND WHEREAS an Aboriginal Land Trust with the name ANINDILYAKWA LAND TRUST has been established by subsection 4(2A) of the *Aboriginal Land Rights (Northern Territory) Act 1976*

AND WHEREAS an Aboriginal Land Council by the name of the ANINDILYAKWA LAND COUNCIL has been established pursuant to the *Aboriginal Land Rights (Northern Territory) Act 1976*

AND WHEREAS the land described hereunder is in the boundaries of the land to be held by the ANINDILYAKWA LAND TRUST set out in Schedule 6 of the *Aboriginal Land Rights (Northern Territory) Act 1976*, and is in the area of the ANINDILYAKWA LAND COUNCIL, and was included in the Deeds of Grant noted above to the ARNHEM LAND ABORIGINAL LAND TRUST and is therefore included in an 'Arnhem Land type 1 deed' for the purposes of section 12AAB of the *Aboriginal Land Rights (Northern Territory) Act 1976*

AND WHEREAS the Minister for Families, Housing, Community Services and Indigenous Affairs has recommended to me that a grant of an Estate in Fee Simple in the land described hereunder which had previously been made to the ARNHEM LAND ABORIGINAL LAND TRUST now be made to the ANINDILYAKWA LAND TRUST

NOW THEREFORE I, PHILIP MICHAEL JEFFERY Governor-General of the Commonwealth of Australia acting in accordance with the said recommendation,

DO HEREBY GRANT to the ANINDILYAKWA LAND TRUST an Estate in Fee Simple subject to the provisions of the *Aboriginal Land Rights (Northern Territory) Act 1976* and subject to the conditions reservations and exceptions hereinafter contained in ALL THAT land in the Northern Territory of Australia being all that part of Groote Eylandt above a line along the low water mark surrounding the said island, but excluding from the said line those parts along the low water marks of all intersecting rivers, streams and estuaries inland from a straight line joining the seaward extremity of each of the opposite banks of each of the said rivers, streams and estuaries so that the aforesaid boundary line shall follow that part below low water mark of each of the aforesaid straight lines across each of the aforesaid

rivers, streams and estuaries, and being Northern Territory Portions 1064, 1199, 1310, 1509, 1540, 1541, 1542, 1632, 1653 and 1654 all of which portions are shown on Compiled Plan 4201 which Plan has been deposited with the Registrar-General, Darwin for the Northern Territory BUT EXCEPTING THEREOUT all that land described in Schedule One hereto the plans in the said Schedule having been deposited with the Registrar-General, Darwin in the Northern Territory, AND EXCLUDING from the land hereby granted firstly any land on which there was on 26 January 1977, being the time of commencement of section 3 of the *Aboriginal Land Rights (Northern Territory) Act 1976*, a road over which the public had, at that time, a right of way, and secondly any land over which there was, at the time of the execution of the Deed of Grant of the relevant land to the ARNHEM LAND ABORIGINAL LAND TRUST a road over which the public had, at that time, a right of way AND SUBJECT TO any existing right, title or other interest in accordance with subsection 12AAB(6) of the *Aboriginal Land Rights (Northern Territory) Act 1976*

AND ALSO DO HEREBY GRANT to the ANINDILYAKWA LAND TRUST an Estate in Fee Simple subject to the provisions of the *Aboriginal Land Rights (Northern Territory) Act 1976* and subject to the conditions reservations and exceptions hereinafter contained in ALL THOSE islands in the Northern Territory of Australia being the Anindilyakwa Islands (other than Groote Eylandt) above a line along the low water mark surrounding the said islands, but excluding from the said line those parts along the low water marks of all intersecting rivers, streams and estuaries inland from a straight line joining the seaward extremity of each of the opposite banks of each of the said rivers, streams and estuaries so that the aforesaid boundary line shall follow that part below low water mark of each of the aforesaid straight lines across each of the aforesaid rivers, streams and estuaries, and being Northern Territory Portion 6823 shown on Compiled Plan 5219 which Plan has been deposited with the Registrar-General, Darwin for the Northern Territory BUT EXCLUDING from the land hereby granted firstly any land on which there was on 26 January 1977, being the time of commencement of section 3 of the *Aboriginal Land Rights (Northern Territory) Act 1976*, a road over which the public had, at that time, a right of way, and secondly any land over which there was, at the time of the execution of the Deed of Grant of the land to the ARNHEM LAND ABORIGINAL LAND TRUST, a road over which the public had, at that time, a right of way AND SUBJECT TO any existing right, title or other interest in accordance

with subsection 12AAB(6) of the *Aboriginal Land Rights (Northern Territory) Act 1976*

AND FROM THESE GRANTS I HEREBY RESERVE AND EXCEPT to the Commonwealth of Australia the right to any minerals existing in their natural condition, or in a deposit of waste material obtained from any underground or surface working, on or below the surface of the said land, being minerals all interests in which are vested in the Commonwealth of Australia with full power and authority for the Commonwealth of Australia its officers servants and agents and such person or persons as shall from time to time be authorised by it them or any of them to enter upon the said land and to search for mine dig and remove those minerals and the right of full and free ingress egress and regress into out of and upon the land hereby granted for the several purposes aforesaid or any of them

AND I HEREBY RESERVE AND EXCEPT to the Northern Territory of Australia the right to any minerals existing in their natural condition, or in a deposit of waste material obtained from any underground or surface working, on or below the surface of the said land, being minerals all interests in which are vested in the Northern Territory of Australia with full power and authority for the Northern Territory of Australia its officers servants and agents and such person or persons as shall from time to time be authorised by it them or any of them to enter upon the said land and to search for mine dig and remove those minerals and the right of full and free ingress egress and regress into out of and upon the land hereby granted for the several purposes aforesaid or any of them

AND I HEREBY RESERVE AND EXCEPT to the Commonwealth of Australia the right under section 124 of the *Lands Acquisition Act 1989* to grant rights to explore for minerals, and leases or licences to mine for minerals, on or below the surface of the land.



Signed and sealed with the Great
Seal of Australia on 14 DEC 2007

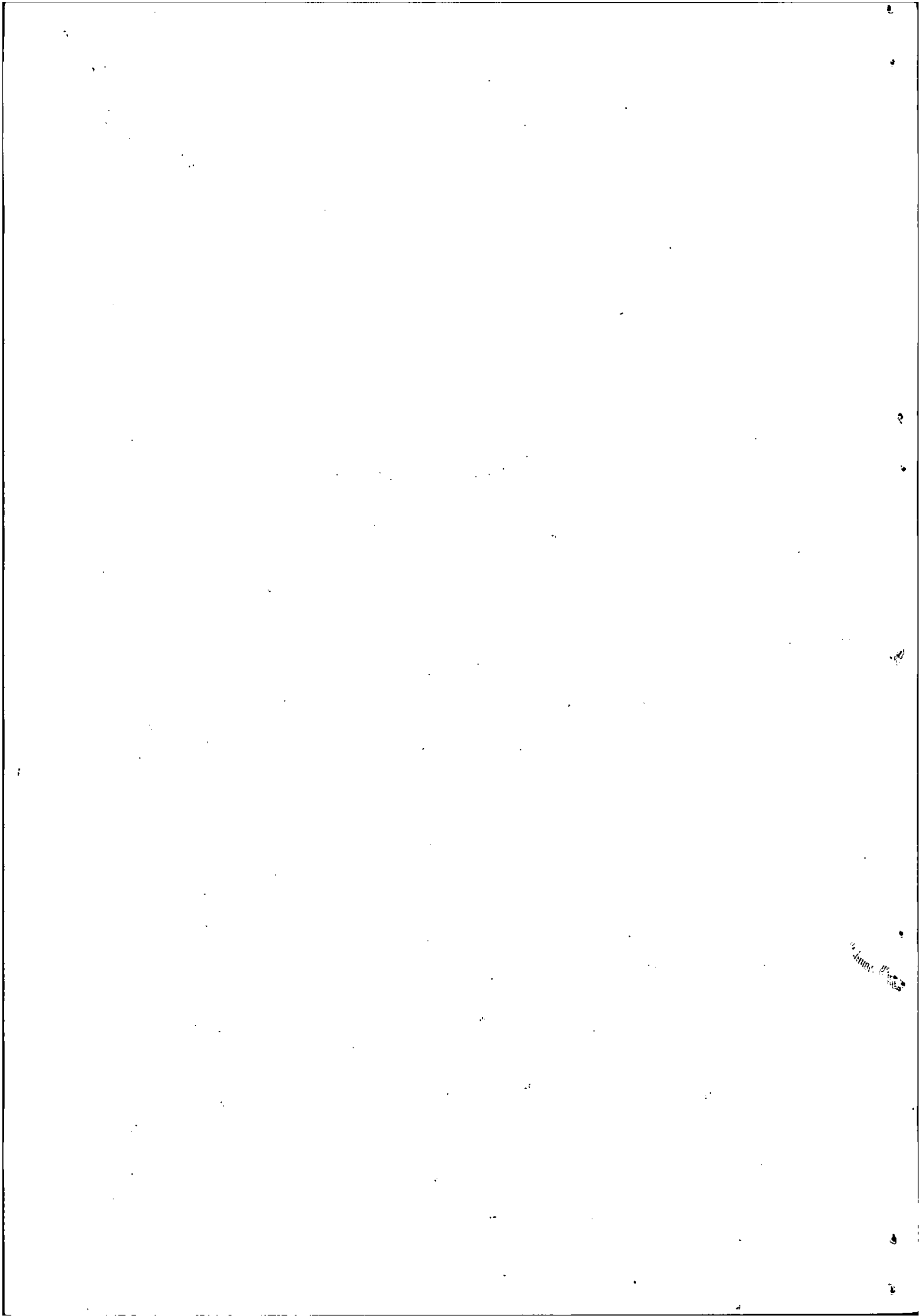
PM Jeffery
Governor-General

SCHEDULE ONE

NT Portion	Plans	Special Purposes Leases	Register Book
NT Portion 1031	A497	SPL 383	Volume 572 Folio 121
NT Portion 1032	A497	SPL 382	Volume 572 Folio 119
NT Portion 1306	A928	SPL 383	Volume 572 Folio 121
NT Portion 1307	A928	SPL 382	Volume 572 Folio 119
NT Portion 1478	S74/153	SPL 392	Volume 693 Folio 862
NT Portion 1479	S74/153	SPL 393	Volume 635 Folio 29
Lot 48 Townsite of Umbakumba	A900	SPL 341	Volume 191 Folio 23

NT Portion	Plans	Special Mineral Leases	Register Book
NT Portion 1305	OP 1553	SML 12 - MLN 956	
NT Portion 1669	OP 1354	SML 5 - MLN 951	
NT Portion 1670	OP 1354	SML 6 - MLN 952	
NT Portion 1671	A709	SML 12 - MLN 956	
NT Portion 1672	A709	SML 13 - MLN 957	

NT Portion 1673	A709	SML 14 - MLN 958	
NT Portion 1674	A710	SML 15 - MLN 959	
NT Portion 1456	S73/27	SML 9 - MLN 953	
NT Portion 1675	A711	SML 18 - MLN 960	
NT Portion 1676	A711 and S73/25	SML 17 - MLN 961	
NT Portion 1677	OP 1354 and S73/100	SML 9 - MLN 953	



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DEPARTMENT OF JUSTICE (ABN 84 085 734 992)
 REGISTRAR-GENERAL'S OFFICE
 NICHOLS PLACE
 GPO BOX 3021
 DARWIN NT 0801
 Enquiries : 8999 6252

1 OF 1

Priority of Lodgement	
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TAX INVOICE (RECEIPT) - CUSTOMER COPY

Lodging Party:
 AUSTRALIAN GOVERNMENT SOLICITO
 GPO BOX 4700
 DARWIN 0801

Date of Issue	02/01/2009
at	15:38
by	NSLO
Application #	00163507

Customer Code: AGSA
 Self Assessing Code: N

Document Delivery:
 AUSTRALIAN GOVERNMENT SOLICITO
 GPO BOX 4700
 DARWIN 0801

Lodgement No

692818

If paper title exists enter

Volume _____

Folio _____

Description	GST Incl Amount
LEASE (08013906)	135.00

Total Cost excl GST	\$135.00
Total GST	\$0.00
Total Invoice	\$135.00

Payment Details

CHEQUE (004175 RBA CANBERRA ACT)

10077 / 09

