

Form 31

Section 65

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



Y OF AUSTRALIA



Commissioner of Taxes use only
(NOTE 1)

Dealing Number: 760828 Lodged 25/11/2011 at 10:37:09
Dealing Type: 18 By CASH
Volume 754 Folio 875 Fee \$157.00 Receipt 432383

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.

(NOTE 2
-3)

| Register | Volume | Folio | Location | Lot Description | Plan | Unit |
|----------|--------|-------|------------|-----------------|-----------|------|
| CPT | 754 | 875 | NT Portion | 1640 | CP 004186 | N/A |
| | | | NT Portion | 1644 | CP 004194 | |
| | | | NT Portion | 3042 | CP 004186 | |

(NOTE 4)

INTEREST BEING LEASED

That part of the land described in Annexure 7 to this lease and shown on the attached plans in Annexure 7 being NT Portion 7087(A) and NT Portion 7086(A).

(NOTE 5)

MARKET RENT UNDER THE LEASE

| | | |
|------------------------------|------------|--------------------------------|
| Refer clause 5 of this Lease | GST Amount | Refer clause 5 and 14 of Lease |
|------------------------------|------------|--------------------------------|

(NOTE 6)

OTHER CONSIDERATION (Include Nil or Nominal Rent)

| | | |
|-------------------------------|------------|--------------------------------------|
| Refer clause 13 of this Lease | GST Amount | Refer clause 13 and 14 of this lease |
|-------------------------------|------------|--------------------------------------|

(NOTE 7)

OWNER

Tiwi Aboriginal Land Trust

(NOTE 7)

TENANT

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

(NOTE 8)

TENANCY

Joint Tenants/Tenants in Common (Shareholding)

(NOTE 9)

TERM OF LEASE

| Commencing: | Expiring: | Right of Renewal: |
|------------------|------------------|-------------------|
| 22 November 2011 | 21 November 2110 | No |

(NOTE 10)

CONSENTS

Ministerial Consent

(NOTE 11)

See pages 75 and 76 of the attached provisions of Lease
SIGNED by the Owner

on (Date)

In the presence of:

Qualified Witness:

See pages 75 and 76 of the attached provisions of Lease
SIGNED by the Tenant

on (Date)

In the presence of:

Qualified Witness:

(NOTE 12)

Registered on 25.11.2011 At 15:18



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

SCHEDULE OF NOTES

1. A 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 initialed 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 51(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.

Head Lease
Premises: Township of Milikapiti and Wurankuwu

Tiwi Aboriginal Land Trust

and

Executive Director of Township Leasing

and

Tiwi Land Council

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Head Lease

Date *22nd November* 2011

Parties

1. **Tiwi Aboriginal Land Trust** established pursuant to section 4(1) 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 Approved Entity within the meaning of the Land Rights Act ("the EDTL")
3. **Tiwi Land Council** as established by notice dated 18 August 1978 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 EDTL by the Land Trust pursuant to subsection 19A(1) of the Land Rights Act.
- C. The Commonwealth and Eric Tipiloura (on behalf of the relevant traditional Aboriginal owners of Milikapiti) are parties to a document titled 'Joint acknowledgement of agreement in principle' in relation to Milikapiti dated 17 May 2010 (Milikapiti Memorandum) and the Commonwealth and Robert Tipungwuti (on behalf of the relevant traditional Aboriginal owners of Wurankuwu) are parties to a document titled 'Joint acknowledgement of agreement in principle' in relation to Ranku dated 17 May 2010 (Wurankuwu Memorandum) (together referred to as the Memoranda). The Memoranda by way of summary evidence certain matters which were, in relation to the Community Benefits Package referred to in the Memoranda, agreed in a letter dated 26 September 2011 from the Commonwealth to the Land Council (Agreement).
- D. The Parties acknowledge that this Lease will facilitate the development of the Township, and improvement of 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.
- E. 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.
- F. The Land Trust has received written direction from the Land Council as required pursuant to paragraph 19A(1)(b) of the Land Rights Act for the grant of this Lease.
- G. 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.
- H. 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.
- I. The EDTL is a body approved as an entity under the Land Rights Act capable of receiving a grant of a lease pursuant to section 19A of the Land Rights Act.
- J. Set out in Annexure 5 is the register of the traditional Aboriginal owners of the Township prepared in accordance with section 24 of the Land Rights Act.
- K. Outlined in Annexure 6 are various reservations contained in the Land Rights Act that apply to the Land and to which this Lease is subject.
- L. Wurankuwu is also known as Ranku and its traditional owners are known as the Wurankuwu (or Wuranguwu) Group.

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 Sacred Sites Act 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;

Agreement has the meaning given to that term in paragraph C of the background;

Annexure means an annexure to this Lease;

Approval means any permit, licence, consent, grant, certificate, sealing or other approval obtained or required to be obtained by the EDTL 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 Sacred Sites Act;

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 4;

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

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

Commonwealth Minister means the Minister administering the Land Rights Act;

Community Benefit Organisation means an organisation formed or created for the benefit of the Township community or whose principal objective is not the generation of profit but excludes any Government Agency or Housing Authority;

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 either the Milikapiti Consultative Forum established under clause 23.1 or the Wurankuwu Consultative Forum established under clause 23.2 or both of them, as the context requires;

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 EDTL must cure a Default Event (other than a Financial Default), in accordance with clause 25.1(c), including any extensions of that period under clause 25.4(c);

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

- (c) a persistent failure by the EDTL to take all reasonable steps to enforce material provisions of any one or more Township Subleases; or
- (d) a persistent failure by the EDTL to take all reasonable steps to enforce material provisions of any one or more Township Licences;

Default Notice means a notice given under clause 25.1;

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 16.1(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;

Domestic Partner means a person to whom a person is not married but with whom that person is living as a couple on a genuine domestic basis (irrespective of gender);

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

- (a) the EDTL;
- (b) any Sublessee;
- (c) any Underlessee;
- (d) any Licensee; or
- (e) any Sublicensee,

after the Commencement Date;

EDTL'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 EDTL;

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

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 5, 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 including where applicable and without limitation, those interests identified or described in Item 2 and Annexure 4;

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

Existing Services Provider means the service providers set out in Item 6 who use their occupation in the Township to provide Services to the Township, and where the responsibilities of a service provider have been transferred to another body, that other body;

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 EDTL to pay when due any money which the EDTL 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;

General Waste Disposal Facility has the meaning given to that term in clause 19.7(c);

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 EDTL 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 EDTL 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 EDTL from Township Sublessees, Township Licensees and other persons granted rights by the EDTL 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 EDTL or received or receivable by the EDTL 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 EDTL on amounts under paragraph (a); but
- (c) for the avoidance of doubt, does not include:
 - (i) unless paid to the EDTL, 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 EDTL, or otherwise provided by the Commonwealth for the use of the EDTL, 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 EDTL under clause 25.3;

Item means an item to the Schedule;

Land means the land described in Item 1;

Land Council's Agents means the employees and agents of the Land Council acting within the scope of their authority as employees and agents of the Land Council;

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

Land Trust's Agents means the employees and agents of the Land Trust acting within the scope of their authority as employees and agents 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;

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(a);

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;

Licence Discretionary Terms means all clauses other than Licence Mandatory Terms in the Template Licence, it being the agreement of the Parties that the EDTL may, but is not obliged to, include such clauses in a Township Licence;

Licence Mandatory Terms means clauses 2 to 20 in the Template Licence, and if provided for by the Maintenance Policy, clause 27.1 in the Template Licence;

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

Maintenance Policy means the policy (as amended from time to time) on the circumstances under which Sublessees and Licensees are to be required by the EDTL to maintain, repair or replace the Land Trust's Improvements, which is to be developed by agreement of the EDTL, the Land Trust and the Land Council in conjunction with the relevant Consultative Forum after the Commencement Date;

Millikapiti means the area of Millikapiti as described in Annexure 7;

Millikapiti's Percentage means the same percentage as the Income for Millikapiti bears to the Income for the Township for the relevant period of the Lease, as determined by the EDTL and notified to the Land Trust;

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

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

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 EDTL in earning Income. This includes:

- (a) the costs of the EDTL undertaking functions, exercising powers and complying with its obligations under this Lease;
- (b) the costs of the EDTL complying with any other obligations under a Law in relation to the Township;
- (c) the costs of the EDTL 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 EDTL 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 EDTL in relation to the Township; and
- (f) the proportion of administration and management costs of the EDTL, and wages of the EDTL and employees, and payments to contractors of the EDTL, directly incurred and attributable to the EDTL'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) costs incurred by the EDTL or the Commonwealth pursuant to the Agreement (including the Milikapiti Memorandum and the Wurankuwu Memorandum);
- (j) without limitation to paragraph (h), any costs in relation to the establishment of the EDTL and this Lease; and
- (k) 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 EDTL 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 or under clause 7.2;

Permitted Use has the meaning given to that term in clause 15.1;

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 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;

Population Limitation has the meaning given to that term in clause 10.5;

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

Premises Licence means a licence granted by the Sublessee pursuant to clause 11 of the Sublease Mandatory Terms;

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;

Register has the meaning given to that term in clause 10.5(c);

Regulation means regulation 5A 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;

Relative has the meaning given to that term in section 1207B of the *Social Security Act 1991 (Cth)* and includes a Domestic Partner;

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 EDTL, the Land Trust, the Land Council or any other person;

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

Review has the meaning given to that term in clause 28(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;

Sacred Sites Act means the *Northern Territory Aboriginal Sacred Sites Act 1989* (NT);

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 means:

- (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;

Sublease Discretionary Terms means all clauses other than Sublease Mandatory Terms in the Template Sublease, it being the agreement of the Parties that the EDTL may, but is not obliged to, include such clauses in a Township Sublease;

Sublease Mandatory Terms means clauses 2 to 20 in the Template Sublease, and if provided for by the Maintenance Policy, clause 27.1 in the Template Sublease;

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

Sublicensee means any person who has licensed any part of the Land from a Sublessee or a person deriving title or tenure from or through a Sublessee;

Template Licence means the licence template annexed to Annexure 2 (which contains both Licence Mandatory Terms and Licence Discretionary Terms) or such other amended or replaced form approved by the Milikapiti Consultative Forum and the Wurankuwu Consultative Forum in writing, from time to time (provided that in all cases the EDTL must give the Land Council written notice of any proposed changes to the licence template at least 10 Business Days, or such other notice period as the EDTL and the Land Council agree, prior to seeking the approval of the Milikapiti Consultative Forum and the Wurankuwu Consultative Forum);

Template Sublease means the sublease template annexed to Annexure 1 (which contains both Sublease Mandatory Terms and Sublease Discretionary Terms) or such other amended or replaced form approved by the Milikapiti Consultative Forum and the Wurankuwu Consultative Forum in writing, from time to time (provided that in all cases the EDTL must give the Land Council written notice of any proposed changes to the sublease template at least 10 Business Days, or such other notice period as the EDTL and the Land Council agree, prior to seeking the approval of the Milikapiti Consultative Forum and the Wurankuwu Consultative Forum);

Term has the meaning given to that term in clause 2.1(a);

Termination Event means:

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

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

Tiwi Entity means an:

- (a) Aboriginal and Torres Strait Island Corporation; or
- (b) other body,

that operates for the benefit of the Tiwi People;

Tiwi Permanent Resident means a Permanent Resident who is a Tiwi Person;

Tiwi Person means a natural person who:

- (a) is an Aboriginal from the Land; or
- (b) who practises the culture and traditions of the Tiwi people 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 **Tiwi People** has a corresponding meaning;

Township means that part of the Land described in Item 3 and set out in the Regulation, as at the Commencement Date, and comprising **Milikapiti** and **Wurankuwu**;

Township Licence means a licence granted by the EDTL pursuant to clause 11 in the form of the Template Licence;

Township Sublease means a Sublease granted by the EDTL pursuant to clause 10 in the form of the Template Sublease;

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

Underlease means a lease granted to an Underlessee;

Underlessee means any person who has leased any part of the Land from a Sublessee or a person deriving title or tenure from or through a Sublessee;

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 land including the removal, destruction or lopping of trees and the removal of vegetation or topsoil;

Wurankuwu means the area of Wurankuwu as described in Annexure 7;

Wurankuwu's Percentage means the same percentage as the Income for Wurankuwu bears to the Income for the Township for the relevant period of the Lease, as determined by the EDTL and notified to the Land Trust;

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; and
- (s) reference in this Lease to a Sublessee or the holder of a Township 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 an Underlessee or any person claiming an estate or interest in Land through such Sublessee.

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 EDTL (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 EDTL 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 EDTL of a delegation of power, function or responsibility pursuant to clause 1.4(c), the EDTL is entitled to request details of the delegation where a person purports to be acting under such a delegation. Once the EDTL 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 EDTL 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 18, 19, 20, 22, 25, 28, 27, 31, 32 and 33.

2. Lease and reservations

2.1 Grant of Lease

- (a) The Land Trust grants to the EDTL a lease of the Township, subject to any Existing rights, titles or other interests, commencing on the Commencement Date, for a term of 99 years (Term).
- (b) The EDTL 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 EDTL 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 EDTL 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 EDTL 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 EDTL'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 EDTL notice under clause 2.3(a), the EDTL 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 EDTL to minimise any disruption to the EDTL'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 EDTL 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 the Agreement

The Parties agree and declare that:

- (a) subject to clause 2.5(b), the Agreement is binding on the Commonwealth of Australia and the Land Trust; and
- (b) to the extent that there is any inconsistency between the terms of the Agreement (including the Milikapiti Memorandum and the Wurankuwu Memorandum) and 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 EDTL 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

- Amended as per Wumunyaiga legal services*
- (a) The EDTL must pay the Land Council for the Land Trust the amounts specified in clause 5.1(b) (**Lease Payments**). The Lease Payments are to be paid in accordance with clause 5.2.
 - (b) The Lease Payments are:
 - (i) in respect of Milikapiti:
 - (A) a one time only payment of \$1,760,000 (**Milikapiti Introductory Payment**);
 - (B) the amount (if any) by which the sum of all accumulated Income generated in relation to Milikapiti by the EDTL under this Lease for the Initial Period less the accumulated amount of Milikapiti's Percentage of Operating Expenses of the Lease for the Initial Period exceeds the Milikapiti Introductory Payment, where the "Initial Period" is the period commencing on the Commencement Date and ending on the first to occur of the following:
 - (A) the last day of the relevant year of this Lease (being a year commencing on an anniversary of the Commencement Date) during which the sum of all accumulated Income generated in relation to Milikapiti by the EDTL under this Lease since the Commencement Date less the accumulated amount of Milikapiti's Percentage of Operating Expenses of the Lease since the Commencement Date first exceeds the Milikapiti Introductory Payment); or
 - (B) the day prior to the fifteenth anniversary of the Commencement Date,
 - (Milikapiti Bonus Payment); and
 - (C) in relation to each year after the Initial Period for the remainder of the Term or until the Lease is otherwise terminated, all Income generated in relation to Milikapiti by the EDTL under this Lease during such year less Milikapiti's Percentage of Operating

Expenses of the Lease during such year (Milikapiti Annual Payment).

- (ii) in respect of Wurankuwu:
 - (A) a one time only payment of \$190,000 (Wurankuwu Introductory Payment);
 - (B) the amount (if any) by which the sum of all accumulated Income generated in relation to Wurankuwu by the EDTL under this Lease for the Initial Period less the accumulated amount of Wurankuwu's Percentage of Operating Expenses of the Lease for the Initial Period exceeds the Wurankuwu Introductory Payment, where the "Initial Period" is the period commencing on the Commencement Date and ending on the first to occur of the following:
 - (A) the last day of the relevant year of this Lease (being a year commencing on an anniversary of the Commencement Date) during which the sum of all accumulated Income generated in relation to Wurankuwu by the EDTL under this Lease since the Commencement Date less the accumulated amount of Wurankuwu's Percentage of Operating Expenses of the Lease since the Commencement Date first exceeds the Wurankuwu Introductory Payment)); or
 - (B) the day prior to the fifteenth anniversary of the Commencement Date,
- (C) in relation to each year after the Initial Period for the remainder of the Term or until the Lease is otherwise terminated, all Income generated in relation to Wurankuwu by the EDTL under this Lease during such year less Wurankuwu's Percentage of Operating Expenses of the Lease during such year (Wurankuwu Annual Payment).
- (c) The Milikapiti Introductory Payment and the Wurankuwu Introductory Payment are a prepayment for this Lease.

5.2 How does the EDTL pay the Lease Payment?

- (a) The EDTL must pay the Milikapiti Introductory Payment and the Wurankuwu Introductory Payment:
 - (i) within 5 Business Days of the Commencement Date;
 - (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.
- (b) The EDTL must pay the Milikapiti Bonus Payment and the Wurankuwu Bonus Payment:

- (i) in the case of the Milikapiti Bonus Payment, within 3 months after the day referred to in either clause 5.1(b)(i)(B)(A) or 5.1(b)(i)(B)(B), whichever is applicable;
 - (ii) in the case of the Wurankuwu Bonus Payment, within 3 months after the day referred to in either clause 5.1(b)(ii)(B)(A) or 5.1(b)(ii)(B)(B), whichever is applicable;
 - (iii) free of all deductions and with no right of set-off; and
 - (iv) in accordance with the relevant provisions of the Land Rights Act to the Land Council for the Land Trust.
- (c) The EDTL must pay each Milikapiti Annual Payment and each Wurankuwu 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. Without limiting the operation of this clause, or seeking to limit the operation of subsection 19A(10) of the Land Rights Act, persons with Existing rights, titles or other interests, and the nature of their right, title or other interest, are set out in Item 2 and Annexure 4. The Parties acknowledge that further rights, titles or other interests may exist and are to be dealt with in accordance with clause 6.1(b). Native title rights and interests, if any, are not listed in Item 2 and Annexure 4. Persons who were in occupation of land in the Township (other than having a right, title or other interest), without any lease or other interest, immediately before the Commencement Date are dealt with in clause 6.2.
- (b) If any Party becomes aware of any claim to an Existing right, title or other interest which is not set out in Item 2 and Annexure 4, the Party must notify the EDTL. Where the EDTL agrees that a matter notified is an Existing right, title or other interest, the Parties will treat it as an Existing right, title or other interest for the purposes of this Lease.
- (c) The EDTL must consult with the relevant Consultative Forum before making a decision pursuant to clause 6.1(b) in relation to any claim to an Existing right, title or other interest not set out in Item 2 and Annexure 4.
- (d) Where the EDTL rejects a claim to an Existing right, title or other interest pursuant to clause 6.1(b), the notifying Party must institute the dispute resolution process in clause 31, before seeking any court assisted remedy.

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

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. 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 EDTL from the Commencement Date.

6.3 Existing Housing Authorities

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

- (e) The EDTL is required to consult the relevant Consultative Forum in respect of the grant of any Housing Authority Sublease if the relevant Consultative Forum has been established. The EDTL is taken to have consulted with the relevant Consultative Forum if it provides at least 1 month for the relevant Consultative Forum to provide comments, and takes into account any such comments.
- (f) Unless a Housing Authority Sublease is granted by the EDTL to an Existing Housing Authority, or some other agreement is reached with the Existing Housing Authority, and provided the EDTL has complied with clauses 6.3(a) to 6.3(e) to the extent reasonably possible, the EDTL may serve the Existing Housing Authority with a notice (Housing Authority Termination Notice) that its Right of Occupation under clause 6.2(a) will terminate on a date to be specified in the Housing Authority Termination Notice being not less than 2 months after service of the notice (Housing Authority Termination Date). Unless otherwise mutually agreed, an Existing Housing Authority's Right of Occupation will terminate at 5:00 pm (Darwin time) on the Housing Authority Termination Date.
- (g) The Housing Authority Termination Date:
 - (i) is automatically extended until the EDTL complies with clause 6.3(k); and
 - (ii) may be extended by notice from the EDTL.
- (h) The Housing Authority Termination Notice must include:
 - (i) full terms of a Housing Authority Sublease acceptable to the EDTL; and
 - (ii) the relevant Consultative Forum's details.
- (i) Notwithstanding any notice served pursuant to clause 6.3(f), the EDTL and the Existing Housing Authority may continue to negotiate a Housing Authority Sublease until the Housing Authority Termination Date.
- (j) Where natural persons are in occupation of land in the Township under any arrangement or understanding with an Existing Housing Authority, the EDTL must issue any notice under clause 6.3(a) or 6.3(f) to the Existing Housing Authority, and not the natural person, and must negotiate a Housing Authority Sublease with the relevant Existing Housing Authority. The EDTL must not issue any equivalent notice under clause 6.6 to a natural person in occupation of land in the Township under any arrangement or understanding with an Existing Housing Authority.
- (k) Prior to and commencing from the Housing Authority Termination Date (under clause 6.3(f)) and until a Housing Authority Sublease is agreed with a new Housing Authority, the EDTL must grant all natural persons in occupation of land in the Township under any arrangement or understanding with an Existing Housing Authority, a licence to occupy that land on the same terms and conditions as their respective arrangements with the relevant Existing Housing Authority.
- (l) For the avoidance of doubt, nothing in this clause 6.3 requires the EDTL to grant a Housing Authority Sublease to an Existing Housing Authority.

6.4 Tenants of Existing Housing Authorities (Home Ownership)

- (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 EDTL.

- (b) Following a request for a Township Sublease pursuant to clause 6.4(a), the EDTL 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 EDTL 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 EDTL 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) The EDTL may give an Existing Services Provider notice that it wishes to formalise their Right of Occupation by the grant of a Commercial Sublease or Township Licence.
- (b) At any time before the EDTL has issued a notice pursuant to clause 6.5(a), an Existing Services Provider may request the grant of a Commercial Sublease or Township Licence from the EDTL.
- (c) Following the issue of a notice pursuant to clause 6.5(a) or a request for a Commercial Sublease or Township Licence pursuant to clause 6.5(b), the EDTL must use its best endeavours to accommodate the grant of such a Commercial Sublease or Township Licence within 6 months.
- (d) If a Commercial Sublease or Township Licence is not granted to the Existing Services Provider, the EDTL must use its best endeavours to accommodate the grant of a Commercial Sublease or Township Licence to another person which is able to provide the relevant Services in the Township.
- (e) Unless a Commercial Sublease or Township Licence is granted by the EDTL to the Existing Services Provider, or some other agreement is reached with the

Existing Services Provider, and provided the EDTL has complied with clauses 6.5(a) to 6.5(c) to the extent reasonably possible, the EDTL may serve the Existing Services Provider with a notice (**Services Provider Termination Notice**) that its Right of Occupation under clause 6.2(a) will terminate on a date to be specified in the Services Provider Termination Notice being not less than 2 months after service of the notice (**Services Provider Termination Date**). The Services Provider Termination Date may be extended by the EDTL by notice. Unless otherwise mutually agreed, the Existing Services Provider's Right of Occupation will terminate at 5:00 pm (Darwin time) on the Services Provider Termination Date.

- (f) The Services Provider Termination Notice must include:
 - (i) full terms of a Commercial Sublease or Township Licence acceptable to the EDTL; and
 - (ii) the relevant Consultative Forum's details.

6.6 Other existing Occupiers

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

7. Access

7.1 General

- (a) The Parties agree that any person wishing to enter the Township must have a Permit except to the extent either:
 - (i) such entry or access is otherwise permitted or authorised by or pursuant to the Land Rights Act; or
 - (ii) such person has a defence under the Land Rights Act to any allegation that such person improperly entered or remained in or on the Township.
- (b) The Parties undertake that they will do all things reasonably necessary to enable the EDTL to enjoy and exercise its rights, title and interests under this Lease.
- (c) The Parties undertake that they will do all things reasonably necessary to enable Sublessees, Underlessees, Licensees and Sublicensees to enjoy and exercise their rights, title and other interests under their Township Subleases, Township Licences and Underleases.
- (d) 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 an estate or interest in land within the Township by the owner of the estate or interest, so as to allow those persons to pass across the Land to get to and from the Township (it being recognised that no such permit is required under subsection 70(2C) of the Land Rights Act to authorise a person to enter or remain in or on the Township for any purpose that is related to the use or enjoyment of an estate or interest in the whole or a part of the Township by the owner of the estate or interest).
- (e) For the avoidance of doubt, nothing in clauses 7.1(c), 7.1(d), 10 or 11 absolves any person from any obligation to obtain a Permit in accordance with or under the Land Rights Act or the Aboriginal Land Act.

7.2 Permit System

- (a) In the event that access to the Land is not regulated by the Aboriginal Land Act, the Parties agree that any person wishing to enter the Township must have a Permit except to the extent either:
 - (i) such entry or access is otherwise permitted or authorised by or pursuant to the Land Rights Act; or
 - (ii) such person has a defence under the Land Rights Act to any allegation that such person improperly entered or remained in the Township.
- (b) If clause 7.2(a) is applicable, the provisions contained within Part 2 of the Aboriginal Land Act as at the Commencement Date will apply to the issuing of Permits under clause 7.2(a) as if such provisions were still in force (Permit System).
- (c) If the EDTL is aware of, or has been informed of a breach of this clause 7.2, then the EDTL must take all reasonable steps to remedy that breach, which may include informing the relevant authorities.

- (d) The EDTL must take all reasonable steps to prevent access to any person who refuses to comply with the Permit System outlined in this clause 7.2.

7.3 Land Trust and Land Council right of access

- (a) In addition to clause 8.5(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 7.3(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 7.3(a)) in the Township at any time, subject to any Existing right, title or other interest, Right of Occupation, and to the rights of Township Sublessees and Licensees.

7.4 Access to Vacant Land

Aboriginal people referred to in clause 16.1(a)(i) may pass and repass over any Vacant Land.

7.5 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 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.

7.6 Access to Sacred Sites

In accordance with and subject to the Sacred Sites Act:

- (a) Aboriginal people must have free access to Sacred Sites in accordance with Aboriginal Tradition; and
- (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).

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 are the property of the Land Trust and are the subject of this Lease.

8.2 EDTL'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 EDTL.
- (b) Subject to the Law, the Planning Scheme and the terms of this Lease, the EDTL may erect, install, alter, remove, refurbish and demolish EDTL's Improvements and EDTL's Services in, on or under the Township.
- (c) During the Term, all EDTL's Improvements and EDTL's Services will remain the property of the EDTL who is responsible for their maintenance, repair and replacement.

8.3 Maintenance of Land Trust's Improvements

- (a) Subject to the Maintenance Policy, where appropriate after having regard to the condition of the Land Trust's Improvements at the time this Lease is granted, the EDTL must maintain, repair or replace those Land Trust's Improvements that are the subject of a Township Sublease or Township Licence to the extent that the costs relating to such maintenance, repair or replacement are liable to be borne by the Sublessee, Licensee or any person claiming a right through them.
- (b) Notwithstanding clause 8.3(a), the EDTL will be under no obligation under this Lease to maintain, repair or replace any Land Trust Improvement that is not the subject of a Township Sublease or Township Licence or to compensate the Land Trust or any other person for damage or destruction to those Land Trust's Improvements.
- (c) The EDTL must give the Land Trust prompt notice in writing of any damage to or defect in the Land Trust's Improvements to which clause 8.3(b) applies and which is likely to cause any damage, deterioration, danger, risk or hazard to the structural parts of the Land Trust's Improvements.

8.4 Other obligations

- (a) Where any of the Services require regular servicing, maintenance and repair, the EDTL must:
 - (i) use its best endeavours to facilitate providers of Services to service, maintain and repair the Services; and
 - (ii) use its best endeavours to ensure that appropriate Service commitments are met.

- (b) The EDTL does not need to comply with clause 8.4(a)(i) to the extent any Services are the subject of a Township Sublease or a Township Licence in the Township and the relevant Sublessee or Licensee, maintains and repairs those Services or is required to do so.

8.5 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 EDTL or which are the responsibility of the EDTL but with which the EDTL fails to comply.
- (b) The Land Trust may exercise its rights under clause 8.5(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 EDTL, accompanied by a person appointed by the EDTL.

8.6 Ownership of Improvements at the end of the Lease

- (a) At the expiry or sooner determination of this Lease, all Improvements and Services (including EDTL's Improvements and EDTL's Services) but excluding any of the EDTL's Improvements required to be removed pursuant to clause 27.2(a) 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 EDTL.
- (b) Subject to any agreements in writing between the Land Trust and the EDTL, the Land Trust will not be required to further compensate the EDTL for the transfer of the Improvements.
- (c) The EDTL 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 8.6.

9. Respect for Tiwi Culture

- (a) The EDTL acknowledges that:
 - (i) the traditional Aboriginal owners of the Land have a spiritual and custodial relationship with the Land and surrounding seas;
 - (ii) the traditional Aboriginal owners of the Land remain the custodians of the Cultural Heritage of the Land;
 - (iii) some knowledge belongs only to specific members of the Aboriginal community;
 - (iv) certain information is inaccessible to all except those deemed appropriate by the Aboriginal community;

- (v) secret and sacred materials are items of special religious and spiritual significance to Tiwi People, and are usually associated with men's and women's private ceremonies.
- (b) In discharge of the EDTL's functions, the EDTL must be familiar with, and show respect for, Aboriginal Tradition as it applies to the Land. The EDTL must have due regard to any reasonable guidelines developed by the relevant Consultative Forum, from time to time, relating to familiarity with, and respect for, Aboriginal Tradition as it applies to the Land.

10. Township Subleases

10.1 Grant of Township Sublease

Subject to the provisions in this clause 10, the Land Trust acknowledges that the EDTL may grant Township Subleases provided that the EDTL ensures that:

- (a) the term of any Township Sublease (including any options) does not exceed the balance of the Term then remaining less 1 day;
- (b) subject to clause 27.4, the Township Sublease expires or determines automatically upon expiration or earlier determination of this Lease;
- (c) prior to the grant of a Township Sublease (other than a Commercial Sublease), the EDTL must first notify the relevant Consultative Forum;
- (d) all Township Subleases contain terms in a form substantially similar to the Sublease Mandatory Terms, unless otherwise approved by the relevant Consultative Forum in writing (provided that in all cases the EDTL must give the Land Council written notice of any proposed changes to the Sublease Mandatory Terms at least 10 Business Days, or such other notice period as the EDTL and the Land Council agree, prior to seeking the approval of the relevant Consultative Forum);
- (e) any special conditions in a Township Sublease are not inconsistent with the Sublease Mandatory Terms and to that end such special condition will be void to the extent of any such inconsistency, unless otherwise approved by the relevant Consultative Forum in writing (provided that in all cases the EDTL must give the Land Council written notice of any proposed changes to the Sublease Mandatory Terms at least 10 Business Days, or such other notice period as the EDTL and the Land Council agree, prior to seeking the approval of the relevant Consultative Forum);
- (f) a Sublessee does not transfer, sublet, mortgage or surrender its Township Sublease where such action would result in a breach of this Lease or the terms of its Township Sublease;
- (g) otherwise, a Sublessee does not:
 - (i) part with or share possession of land or Improvements leased under its Township Sublease other than to or with a Relative; or
 - (ii) grant a licence to occupy or use, land or Improvements leased under its Township Sublease,

without the prior written consent of the Land Trust (which consent will not be unreasonably withheld) and the EDTL;

- (h) any licence to occupy or use, and any parting or sharing of possession of, any land or Improvements leased under a Township Sublease or an Underlease is subject to a clause substantially in the form of clause 7 and the requirements under that clause to obtain a Permit;
- (i) it uses its best endeavours to see that each Sublessee observes and complies with its obligations under its Township Sublease; and
- (j) subject to clauses 10.7 and 10.14, 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 D of the background, and the specific purpose of the relevant Township Sublease.

10.2 Copy of Township Sublease and Underlease

- (a) The EDTL must provide a copy of each Township Sublease to the Land Trust within 10 Business Days after execution or such other period as agreed by the Parties.
- (b) The EDTL must provide a copy of each Underlease received by the EDTL (pursuant to clause 10.2 of the Sublease Mandatory Terms) to the Land Trust within 10 Business Days of receipt or such other period as agreed by the Parties.
- (c) The EDTL must provide a copy of each Premises Licence received by the EDTL (pursuant to clause 11.2 of the Sublease Mandatory Terms) to the Land Trust within 10 Business Days of receipt or such other period as agreed by the Parties.

10.3 Interpretation

Subject to clauses 10.1(c) and 10.1(e), if there is any inconsistency between the Sublease Mandatory Terms and the terms of any Township Sublease, the Sublease Mandatory Terms will take precedence to the extent of such inconsistency.

10.4 Amendments

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

10.5 Restrictions on the grant of Subleases to Non-Tiwis

- (a) The EDTL must not grant a Residential Sublease, or vary a Residential Sublease, which would directly result in the number of Non-Tiwi Permanent Residents of the Township exceeding 15% of the number of Permanent Residents in the Township at the time the Residential Sublease is granted or varied (Population Limitation).
- (b) The Consultative Forum may vary the Population Limitation by notice to the EDTL provided that the Population Limitation is not less than 15%.
- (c) For the purpose of determining whether the Population Limitation is exceeded, the EDTL must, subject to the *Privacy Act 1988* (Cth) (including the Information

Privacy Principles set out in that Act), diligently and in good faith compile and maintain a register of Permanent Residents (**Register**). The Register must:

- (i) contain the following particulars:
 - (A) address of residence;
 - (B) the name of all Permanent Residents;
 - (C) a classification of each resident as either a Non-Tiwi Permanent Resident or a Tiwi Permanent Resident;
- (ii) be updated at intervals not exceeding 5 years; and
- (iii) be copied and given to the Land Trust on 30 June of the relevant year of the Term.
- (d) The EDTL may request the assistance of the Land Council to compile and maintain the Register. If requested, the Land Council must provide all reasonable assistance to the EDTL to compile and maintain the Register.
- (e) The EDTL is not in breach of this clause 10.5 where it grants or varies a Township Sublease in reliance on the Register as last updated.
- (f) The EDTL is not in breach of this Lease if the number of Non-Tiwi Permanent Residents of the Township exceed the Population Limitation:
 - (i) following a notice given in accordance with this clause 10.5(b); or
 - (ii) due to ordinary increases in the number of Non-Tiwi Permanent Residents.

10.6 Fit and proper

- (a) The EDTL must not grant a Township Sublease to any person unless satisfied that the applicant is a fit and proper person to hold a Township Sublease.
- (b) A person is not a fit and proper person to hold a Township Sublease 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, the EDTL must have due regard to any reasonable guidelines developed by the relevant Consultative Forum, from time to time.
- (d) The EDTL 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 10.6 to an applicant not being a fit and proper person to hold a Township Sublease 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.
- (f) This clause 10.6 does not apply:

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

10.7 Community Benefit Organisation

- (a) Subject to clause 10.7(c), the EDTL may not grant a Township Sublease to any Community Benefit Organisation without having due regard to any Community Benefit Organisation sublease guidelines prepared by the relevant Consultative Forum, from time to time (**Community Benefit Organisation Sublease Guidelines**).
- (b) The Community Benefit Organisation Sublease Guidelines prepared by the relevant Consultative Forum may prescribe reasonable requirements and restrictions on the grant of a Township Sublease to Community Benefit Organisations. In preparing the Community Benefit Organisation Sublease Guidelines, the relevant Consultative Forum may take into consideration:
 - (i) any special requirements of the traditional Aboriginal owners; and
 - (ii) any special circumstances of the Township.
- (c) The EDTL may grant a Township Sublease to any Community Benefit Organisation that, as at the Commencement Date, has an Existing right, title or other interest without regard to the relevant Community Benefit Organisation Sublease Guidelines.
- (d) The EDTL may, after consultation with the relevant Consultative Forum and in accordance with any relevant Community Benefit Organisation Guidelines prepared by the relevant Consultative Forum, grant a Township Sublease to a Community Benefit Organisation on terms more favourable to the Community Benefit Organisation than normal commercial terms.

10.8 Notification of proposed Commercial Sublease

- (a) Before granting a Commercial Sublease, the EDTL must first notify the public of any proposal to grant a Commercial Sublease.
- (b) Notification under clause 10.8(a) requires the EDTL to place such notice in the local newspaper, other media as appropriate, on the local noticeboard or as otherwise reasonably appropriate in the circumstances to bring the proposed Commercial Sublease to the attention of the Township community. Such notice must include the following particulars:
 - (i) a description of the land to which the proposed Commercial Sublease relates;
 - (ii) the term of the proposed Commercial Sublease;
 - (iii) the Permitted Use contained within the proposed Commercial Sublease;
 - (iv) any special conditions; and

- (v) where a copy of the proposed Commercial Sublease may be obtained.
- (c) Any person with a bona fide interest (**Interested Party**) in the proposed Commercial Sublease has 15 Business Days from the date of advertisement to notify the EDTL of an interest in the proposed Commercial Sublease.
- (d) Where required, an Interested Party may request up to 25 Business Days (or as otherwise agreed) in which to undertake due diligence (**Due Diligence Period**).
- (e) All Interested Parties may:
 - (i) where a request has been made under clause 10.8(d), by the end of the Due Diligence Period; or
 - (ii) otherwise within 20 Business Days of notification,
 apply for:
 - (iii) the proposed Commercial Sublease; or
 - (iv) a Commercial Sublease over land in the Township that incorporates the same Land as the proposed Commercial Sublease.
- (f) If there is more than one application for the grant of a Commercial Sublease pursuant to this clause 10.8, the EDTL must grant the Commercial Sublease to the most appropriate person having regard to the objectives set out in paragraph D of the background.
- (g) Nothing in this clause 10.8 will prevent the EDTL signing a Commercial Sublease conditional on compliance with this clause 10.8.
- (h) Notwithstanding clause 10.8(a), this clause 10.8 does not apply to a Commercial Sublease:
 - (i) granted pursuant to clause 6 (Transition from existing arrangements) of this Lease; or
 - (ii) granted to a Government Agency, Housing Authority, Service provider or Community Benefit Organisation,
 provided that the EDTL must first notify the relevant Consultative Forum of any such proposal, including the particulars listed in clause 10.8(b).

10.9 Permitted Use

- (a) The EDTL may only grant a Township Sublease for a Permitted Use.
- (b) In addition to complying with any applicable Law and Planning Scheme, the EDTL must notify the public of any proposal to vary the Permitted Use of a Township Sublease. Members of the public must have sufficient opportunity to comment or object to such variation.
- (c) Notification under clause 10.9(b) requires the EDTL to place such notice in the local newspaper, other media as appropriate, on the local noticeboard or as otherwise reasonably appropriate in the circumstances to bring the proposed variation of the Permitted Use specified in any Township Sublease to the attention

of the Township community. The notice must include details of how any person may object to the variation.

- (d) If the EDTL receives any objection to the variation of a Permitted Use specified in any Township Sublease would otherwise be permitted under the Planning Scheme or any Law, the EDTL in deciding whether or not to approve the variation of the Permitted Use must have due regard to any guidelines prepared by the relevant Consultative Forum, from time to time.
- (e) Clauses 10.9(b), 10.9(c) and 10.9(d) only apply to a Township Sublease to which clause 10.8 (Notification of proposed Commercial Sublease) applies and the term of which is greater than five years (including any option for the Sublessee to extend or renew the Township Sublease).

10.10 Respect for Tiwi Culture

- (a) The EDTL must make reasonable efforts, consistent with its obligations under clause 9 (Respect for Tiwi Culture) of this Lease, to ensure that all Sublessees are familiar with, and show respect for, Aboriginal Tradition as it applies to the Land.
- (b) The EDTL will not be in breach of this clause 10.10 if it includes an obligation consistent with clause 9 in a Sublessee's Township Sublease.

10.11 Housing Authority

The EDTL must use its best endeavours to ensure that there is a Sublease in the Township to a Housing Authority to enable that Housing Authority to provide housing services to Aboriginals in each of Milikapiti and Wurankuwu.

10.12 Service providers

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

10.13 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 10.13 and the relevant Township Sublease, the relevant legislation must apply to the extent of the inconsistency.

10.14 Sacred Site

- (a) The EDTL acknowledges that any grant of a Township Sublease for an area of land in the Township:
 - (i) on which a Sacred Site is located; or
 - (ii) within a reasonable distance from a Sacred Site,
 must be in accordance with clause 15.6 of this Lease and the requirements of the Sacred Sites Act.
- (b) Any Township Sublease 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.

10.15 No release of liability

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

11. Township Licences

11.1 Grant of Township License

Subject to clause 7 and the provisions in this clause 11, the Land Trust acknowledges that the EDTL may grant Township Licences provided that the EDTL ensures that:

- (a) the term of any Township Licence (including options) does not exceed the balance of the Term then remaining less 1 day;
- (b) subject to clause 27.4, the Township Licence expires or determines automatically upon expiration or earlier determination of this Lease;
- (c) prior to the grant of a Township Licence, the EDTL must first notify the relevant Consultative Forum;
- (d) all Township Licences contain terms in a form substantially similar to the Licence Mandatory Terms, unless otherwise approved by the relevant Consultative Forum in writing (provided that in all cases the EDTL must give the Land Council written notice of any proposed changes to the Licence Mandatory Terms at least 10 Business Days, or such other notice period as the EDTL and the Land Council agree, prior to seeking the approval of the relevant Consultative Forum);
- (e) any special conditions in a Township Licence are not inconsistent with the Licence Mandatory Terms and to that end any special condition will be void to the extent of any such inconsistency, unless otherwise approved by the relevant Consultative Forum in writing (provided that in all cases the EDTL must give the Land Council written notice of any proposed changes to the Licence Mandatory Terms at least 10 Business Days, or such other notice period as the EDTL and the Land Council agree, prior to seeking the approval of the relevant Consultative Forum);

- (f) Licensees only transfer, mortgage or surrender their Township Licence:
 - (i) with the consent of the EDTL which must not be unreasonably withheld; but
 - (ii) without the need for the EDTL or the Licensees to obtain the consent of the Land Trust as head lessor, the Land Council or the traditional Aboriginal owners;
- (g) otherwise, a Licensee does not:
 - (i) part with or share possession of land or Improvements licensed under a Township Licence other than to or with a Relative; or
 - (ii) grant a sublicense to occupy or use, land or Improvements licensed under a Township Licence,

without the prior written consent of the Land Trust (which consent will not be unreasonably withheld) and the EDTL;
- (h) any sublicense to occupy or use, and any parting or sharing of possession of, any land or Improvements licensed under a Township Licence is subject to a clause substantially in the form of clause 7 and the requirements under that clause to obtain a Permit;
- (i) it uses its best endeavours to ensure that each Licensee observes and complies with its obligations under its Township Licence; and
- (j) subject to clauses 11.7 and 11.9, 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 D of the background, and the specific purpose of the relevant Township Licence.

11.2 Copy of Township Licence

- (a) The EDTL must provide a copy of each Township Licence to the Land Trust within 10 Business Days after execution.
- (b) The EDTL must provide a copy of each sublicense received by the EDTL (pursuant to clause 11.2 of the Licence Mandatory Terms) to the Land Trust within 10 Business Days of receipt or such other period as agreed by the Parties.

11.3 Interpretation

Subject to clauses 11.1(c) and 11.1(e), if there is any inconsistency between the Licence Mandatory Terms and the terms of any Township Licence, the Licence Mandatory Terms take precedence to the extent of such inconsistency.

11.4 Amendments

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

11.5 Restrictions on the grant of Township Licences to Non-Tiwis

The EDTL must not grant a Residential Licence, or vary a Residential Licence, which would directly result in the number of Non-Tiwi Permanent Residents of the Township exceeding the Population Limitation determined pursuant to clause 10.5 at the time the Residential Licence is granted or varied.

11.6 Fit and proper

- (a) The EDTL must not grant a Township Licence to any person unless satisfied that the applicant is a fit and proper person to hold a Township Licence.
- (b) A person is not a fit and proper person to hold a 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 Licence, the EDTL must have due regard to any reasonable guidelines developed by the relevant Consultative Forum, from time to time.
- (d) The EDTL 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 11.6 to the applicant not being a fit and proper person to hold a 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.
- (f) This clause 11.6 does not apply:
 - (i) in respect of the grant of a Township Licence to a Government Agency; or
 - (ii) if the applicant for the Township Licence is a body corporate, to the extent that any director or person concerned in the management of the body corporate does not intend to work or reside in the Township.

11.7 Community Benefit Organisation

- (a) Subject to clause 11.7(c), the EDTL may not grant a Township Licence to any Community Benefit Organisation without having due regard to any Community Benefit Organisation licence guidelines prepared by the relevant Consultative Forum from time to time (**Community Benefit Organisation Licence Guidelines**).
- (b) The Community Benefit Organisation Licence Guidelines may prescribe reasonable requirements and restrictions on the grant of a Township Licence to Community Benefit Organisations. In preparing the Community Benefit Organisation Licence Guidelines, the relevant Consultative Forum may take into consideration:
 - (i) any special requirements of the traditional Aboriginal owners; and
 - (ii) any special circumstances of the Township.

- (c) The EDTL may grant a Township Licence to any Community Benefit Organisation that, as at the Commencement Date, has an Existing right, title or other interest without regard to the Community Benefit Organisation Licence Guidelines.

11.8 Permitted Use

- (a) The EDTL may only grant a Township License for a Permitted Use.
- (b) In addition to complying with any applicable Law and Planning Scheme, the EDTL must notify the relevant Consultative Forum of any proposal to vary the Permitted Use of a Township Licence. Members of the relevant Consultative Forum must have sufficient opportunity to comment or object to such variation.
- (c) If the variation of Permitted Use specified in any Township Licence that would otherwise be permitted under any Law or the Planning Scheme, the EDTL in deciding whether or not to approve the variation of Permitted Use must have due regard to the Consultative Forum's comments or objection and any guidelines prepared by the relevant Consultative Forum, from time to time.
- (d) Clauses 11.8(b) and 11.8(b) only apply to a Township Licence to which the legislation referred to in clause 10.13(a)(ii) applies and the term of which is greater than five years (including any option for the Licensee to extend or renew the Township Licence).

11.9 Respect for Tiwi Culture

- (a) The EDTL must make reasonable efforts, consistent with its obligations under clause 9 (Respect for Tiwi Culture) of this Lease, to ensure that all licensees are familiar with, and show respect for, Aboriginal Tradition as it applies to the Land.
- (b) The EDTL will not be in breach of this clause 11.9 if it includes an obligation consistent with clause 9 in a Sublessee's Township Licence.

11.10 Sacred Site

- (a) The EDTL acknowledges that any grant of a Township Licence for an area of land in the Township:
 - (i) on which a Sacred Site is located; or
 - (ii) within a reasonable distance from a Sacred Site,
 must be in accordance with clause 15.6 of this Lease and the requirements of the Sacred Sites Act.
- (b) Any Township Licence granted to the Custodian of a Sacred Site or to an authority charged with its preservation may be on terms more favourable to the Custodian of a Sacred Site or to an authority charged with its preservation than normal commercial terms.

11.11 No release of liability

The EDTL acknowledges that the granting of a Township Licence pursuant to this clause 11 will not release the EDTL from any of its obligations or liabilities under this Lease.

12. Third Party Occupier act or omission

The Parties acknowledge and agree that:

- (a) subject to clauses 12(b) and 12(c), any act or omission by any Sublessee, Licensee, Underlessee or Sublicensee on or in connection with the Township or any Improvements or part of the Township (**Third Party Occupier**) which would constitute a breach of this Lease if committed by the EDTL is, for the purposes of this Lease, deemed to be the act or omission by the EDTL;
- (b) the Land Trust must, before seeking to exercise any rights it may have under this Lease or otherwise in respect of a deemed act or omission by the EDTL pursuant to clause 12(a), give the EDTL:
 - (i) notice in writing identifying, if possible, the Third Party Occupier together with details of the relevant act or omission and the clause in this Lease that has purportedly been breached; and
 - (ii) a reasonable period of time for the EDTL to identify the Third Party Occupier and to then take whatever action the EDTL deems appropriate to cause the Third Party Occupier to remedy the relevant act or omission; and
- (c) if the act or omission of a Third Party Occupier is remedied in accordance with clause 12(b), then the provisions of clause 12(a) will not apply in respect of that act or omission.

13. Rates, Taxes and Charges

13.1 Outgoings

- (a) The EDTL 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 EDTL.
- (b) The EDTL must pay the amounts under this clause 13.1 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 EDTL must pay the EDTL's Percentage of the Outgoing to the Land Council within 7 Business Days of demand.
- (d) The EDTL must give the Land Council receipts for any Outgoings paid by the EDTL within 7 Business Days of request by the Land Trust.

13.2 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 EDTL 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.

13.3 Costs of Lease

- (a) The EDTL 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 EDTL under this Lease;
 - (ii) all other costs of any default by the EDTL 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 8.5(a) in circumstances where the EDTL 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 EDTL 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 EDTL's failure to pay any monies under this Lease by the due date for payment.

13.4 Stamp duty

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

13.5 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 EDTL 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.

14. GST

14.1 Definitions

In this clause 14:

- (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.

14.2 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.

14.3 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.

14.4 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.

15. Use of Township

15.1 Permitted Use

- (a) The EDTL 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 15.1(a), the Township must only be used for those purposes which are permitted under the Planning Scheme and any Law.

15.2 No warranty as to use

The EDTL 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.

15.3 The EDTL's acknowledgments

- (a) The EDTL 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 15.2.
- (b) The EDTL acknowledges that it is aware of and has made its own appraisal of the matters listed in clause 15.2.
- (c) Subject to clause 7 and 19.7, the EDTL acknowledges that nothing in this Lease requires the Land Trust to grant access to any of the Land other than the Township.

15.4 Compliance with Laws and Planning Scheme

The EDTL must at its cost 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 compliance by either or both of the EDTL and the Land Trust or any Third Party except to the extent that such compliance requires the EDTL 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 EDTL in the Township; or
- (b) any negligence or default of the EDTL.

15.5 Compliance with alcohol management plans

Notwithstanding clause 15.4 and for the avoidance of doubt, the EDTL must comply with any alcohol management plan or other alcohol related initiative implemented in relation to the Township.

15.6 Sacred Sites

- (a) All Works on and use of the land in the Township must be carried out in accordance with an Authority Certificate.
- (b) The EDTL can rely upon and will not otherwise be in breach of this clause 15.6 if it undertakes any Works permitted by, and in accordance with, an Authority Certificate.
- (c) If the Sacred Sites Act is repealed or amended to the extent that no Government Agency is responsible for regulating Works on, or any use of the land that that may affect, damage or interfere with Sacred Sites, then the EDTL must:
 - (i) consult with the Custodians of Sacred Sites on or in the vicinity of the land that may be affected by the proposed use or Works; and
 - (ii) complete any Works and use the land with respect and consideration to any Sacred Sites that may be affected,

so as to prevent any harm or damage to, or interference with those Sacred Sites.
- (d) The Parties acknowledge that all Information relating to Sacred Sites is Confidential Information and may only be disclosed with the express permission of the Custodian for that Sacred Site.

15.7 Approvals

The EDTL must at its cost 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 EDTL and the Land Trust or any Third Party.

15.8 Compliance with notices

The EDTL must at its cost 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 EDTL and the Land Trust or any Third Party except:

- (a) to the extent that the Land Trust is required to comply with any Law pursuant to clause 18.1; or
- (b) to the extent that such compliance requires the EDTL 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 EDTL in or on the Township; or

- (ii) any negligence or default of the EDTL.

15.9 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.

15.10 Roads

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

15.11 Signage

Any signage placed in or on the Township by or on behalf of the EDTL 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 Tiwi community.

15.12 Nuisances

- (a) The EDTL must not at any time during the Term:
 - (i) use, exercise, carry on or permit or suffer to be used, exercised or carried on in or on the Township any noxious or offensive act, trade, business, occupation or calling; or
 - (ii) do or omit or permit or suffer to be done or omitted any act, matter or thing in, on or about the Township which is or may become an annoyance, nuisance, grievance or disturbance to any other occupier or owner of adjacent property.
- (b) The Parties agree that the proper use of the Township for the Permitted Use will not be a breach of this clause 15.12.

16. Designated General Access Areas

16.1 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 16.1(d), some areas of land in the Township, including areas in each of Milikapiti and Wurankuwu, 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 16.4.
- (b) The EDTL must ensure the reasonable provision of Designated General Access Areas in the following categories:
 - (i) primary roads; and
 - (ii) parks.
- (c) The EDTL must ensure all land in the Township in the following categories are classified Designated General Access Areas:
 - (i) the Foreshore; and
 - (ii) cemeteries.
- (d) 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 either listed in Item 2 or agreed to be an Existing right, title or other interest pursuant to clause 6.1(b) 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.
- (e) The Designated General Access Areas as at the Commencement Date are set out in Annexure 3.

16.2 Amendments to Designated General Access Areas

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

16.3 Township Sublease and Township Licence of Designated General Access Areas

The Parties acknowledge that clauses 16.1 and 16.2 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 11, 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.

16.4 Rules for use of Designated General Access Areas

- (a) Without limiting the powers of the EDTL under clause 16.3(c), the EDTL may make rules about the use of all or any Designated General Access Areas. Such rules may:
 - (i) restrict access to a Designated General Access Area where the EDTL reasonably considers it necessary to do so for reasons of public amenity, health or safety;
 - (ii) proscribe or limit any use of a Designated General Access Area where the EDTL reasonably considers that use interferes, or might interfere, with the use and enjoyment of the Designated General Access Area by other persons permitted to use that area in accordance with this Lease; and
 - (iii) reflect the general Laws of the Northern Territory, or a local government body of the Northern Territory, in relation to use of public roads, parks, foreshores and other areas even where those general Laws do not apply to these areas of the Township.
- (b) The EDTL must consult with the relevant Consultative Forum before making any rules referred to in clause 16.4(a). The EDTL must ensure that any such rules are

advertised or otherwise published in the Township so as to bring the rules to the public attention.

17. Planning

17.1 Northern Territory Planning Scheme and Laws to apply

- (a) Subject to clause 17.2:
 - (i) the EDTL is not permitted to undertake any Development or Construction of any Building other than in accordance with the Planning Scheme and any applicable Laws; and
 - (ii) to the extent it is necessary for the proposed Development or Construction, the Land Trust and the Land Council authorise the EDTL and the EDTL's agents and contractors to apply for any consent required under the Planning Scheme and any applicable Laws for the purpose of undertaking any Development or Construction in the Township. The Land Trust and the Land Council also undertake to provide the EDTL, at the EDTL's cost, with such further written authorisation as may be necessary for the purposes of this clause 17.1(a).
- (b) Where no Planning Scheme applies to the Township, the EDTL must have due regard to any planning guidelines or directions developed by the relevant Consultative Forum, from time to time, for any Development in the Township.

17.2 Limit on Development

Notwithstanding clause 17.1 the EDTL is not permitted to undertake or allow any Development or Construction of any Building:

- (a) in excess of 2 storeys in height; or
- (b) on any Foreshore,

without the consent of the relevant Consultative Forum.

17.3 Subdivision and consolidation

- (a) The EDTL may only:
 - (i) subdivide any area of land in the Township; or
 - (ii) consolidate any areas of land in the Township,
 in accordance with the Planning Scheme and any applicable Laws.
- (b) Where no Planning Scheme applies to the Township, the EDTL must have due regard to any subdivision or consolidation guidelines developed by the relevant Consultative Forum, from time to time, for:
 - (i) the subdivision of any area of land in the Township; or
 - (ii) the consolidation of any areas of land in the Township.

18. Contamination

18.1 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 EDTL, the EDTL 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 EDTL with a copy of the Clean-Up Notice; and
- (c) the EDTL will at its cost be responsible for complying with the Clean-Up Notice.

18.2 EDTL's indemnity

Without limiting the generality of clause 20.1, the EDTL 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 EDTL to comply with its obligations under clause 18.1(c) except to the extent that the failure was caused or contributed to by a wilful, reckless or negligent act or omission of the Land Trust or the Land Council.

19. Environmental compliance, garbage, asbestos and stormwater

19.1 Environmental

During the Term the EDTL 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; and
 - (v) subject to clause 19.7, discharge any general waste in public access areas on to the Land;
- (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 15.4, 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.

19.2 Asbestos

- (a) Without limiting the generality of clause 15.4, the EDTL covenants that during the Term it will at its own cost comply with or procure compliance with all Asbestos Legislation (including all notices and orders served pursuant to any Asbestos Legislation) which relates to any repairs, improvements, demolition or other structural work undertaken by the EDTL.
- (b) The EDTL acknowledges that it will not be entitled to claim any damages, costs or compensation from the Land Trust or the Land Council as a result of asbestos being present on the Land or located in any Improvement.

19.3 Contamination

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

19.4 Stormwater Contamination

Without limiting the generality of clause 15.4, the EDTL 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.

19.5 Water

The EDTL 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.

19.6 Introduction of fauna and flora

The EDTL must comply with any quarantine policy adopted by the Land Council or Land Trust from time to time and must not, without the previous written consent of the Land Council, introduce to the Land:

- (a) any seed, cutting, plant, root, bulb, tuber, rhizome, stolon or spore of any form of vegetation or flora, other than:

- (i) native vegetation or flora;
- (ii) regular food merchandise; and
- (iii) other items approved by the Land Council; or
- (b) any fauna other than:
 - (i) native fauna; or
 - (ii) animal species approved by the Land Council.

19.7 Garbage

- (a) The EDTL agrees to use its best endeavours to minimise and remove from the Township all general waste produced by it from the Township.
- (b) The EDTL will have the right to use any existing general waste disposal facility on the same terms as access is currently provided to others in respect of those facilities until such facilities are closed, decommissioned or otherwise unavailable.
- (c) Where the general waste disposal facility used on the Commencement Date is closed, decommissioned or otherwise unavailable, the Land Trust will use its best endeavours to find a suitable location on the Land but outside the Township to enable the EDTL or another person to Construct a general waste disposal facility (**General Waste Disposal Facility**).
- (d) The Land Trust will grant the EDTL a non-exclusive licence, on reasonable commercial terms consistent with the Lease, to:
 - (i) enter, occupy and use the General Waste Disposal Facility; and
 - (ii) use designated roads for the sole purpose of gaining access to and from the General Waste Disposal Facility,

to the extent as is reasonably necessary for the exercise of the EDTL's rights and the carrying out of the EDTL's obligations under this Lease.
- (e) Any General Waste Disposal Facility Constructed on the Land by the EDTL must:
 - (i) comply with all Environmental Law; and
 - (ii) conform to environmental best practice.
- (f) Where a suitable location on the Land cannot be found for the General Waste Disposal Facility, the EDTL must use its best endeavours to arrange for the removal of all general waste created in the Township from the Land and liaise with the Land Trust regarding the appropriate removal of such waste.

20. EDTL's indemnity

20.1 The EDTL indemnifies the Land Trust

- (a) Subject to the terms of this Lease, the EDTL must indemnify and keep indemnified the Land Trust against all actions, claims, losses, demands,

damages, liabilities, suits, costs and expenses whatsoever for which the Land Trust is liable and (including reasonable 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,

to the extent caused by the deliberate, reckless or negligent act or omission of the EDTL and which is suffered or sustained in or near the Township, whether occupied by the EDTL 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 by a deliberate, reckless or negligent act or omission of the Land Trust or the Land Council.
- (c) The benefit of the indemnity in clause 20.1(a) will extend to the Land Council to the extent of its statutory role in relation to the Land Trust.

20.2 The EDTL releases the Land Trust

- (a) In accordance with the release in clauses 20.2(b) and 20.2(c), the EDTL:
 - (i) uses and occupies the Township;
 - (ii) uses the Land Trust's Improvements; and
 - (iii) uses all Services,

at the EDTL's own risk.
- (b) The EDTL 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 the Township;
 - (ii) death or injury of any person occurring on any part of the Township;
 - (iii) act or omission of the Land Trust or the Land Trust's Agents in the Township; and
 - (iv) failure of any of the Services.
- (c) The EDTL releases and forever discharges the Land Trust from any and all liability arising from any disruption to the EDTL'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.
- (d) The release in clauses 20.2(b) and 20.2(c) will not apply to the extent that any claim, liability, action, suit, demand, cost or expense is caused by a deliberate, reckless or negligent act or omission of the Land Trust, the Land Council, the Land Trust's Agents or the Land Council's Agents.

- (e) The benefit of the release in clauses 20.2(b) and 20.2(c) 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.

21. Insurance

21.1 Obligation to insure Township

Subject to clause 21.10, the EDTL must effect and maintain insurance to cover the Township:

- (a) against loss destruction or damage for the higher of:
 - (i) \$20 million (in respect of Milikapiti) and \$5 million (in respect of Wurankuwu) (such amounts to be adjusted every 5 years after the Commencement Date in line with any changes to the Consumer Price Index All Groups for Northern Territory published by the Australian Bureau of Statistics (CPI) from time to time over the relevant 5 year period or, if the CPI ceases to be published or is replaced, another equivalent); and
 - (ii) such amount for which a reasonable person would prudently elect to insure the Township against such risks after having regard to all relevant circumstances including without limitation any Improvements within the Township from time to time,

for any one occurrence; and

- (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 (in respect of Milikapiti) and \$1.2 million (in respect of Wurankuwu) for any one occurrence (such amounts to be adjusted every 5 years after the Commencement Date in line with any changes to the Consumer Price Index All Groups for Northern Territory published by the Australian Bureau of Statistics (CPI) from time to time over the relevant 5 year period or, if the CPI ceases to be published or is replaced, another equivalent).

21.2 Obligation to insure for public liability

Subject to clause 21.10, the EDTL must effect and maintain insurance with a limit of not less than \$100 million (in respect of Milikapiti) and \$100 million (in respect of Wurankuwu) for any one occurrence to cover:

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

21.3 Obligation to insure for workers compensation

Subject to clause 21.10, the EDTL:

- (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 EDTL;

- (b) may fulfil its obligation under this clause 21.3 by self-insuring for workers compensation insurance where the EDTL 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 EDTL must comply with clause 21.3.

21.4 Periods of insurance

Subject to clause 21.10, the Insurances referred to in this clause 21 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 EDTL's duration of occupation of the Township.

21.5 Insurers and policies

Subject to clause 21.10:

- (a) The EDTL must effect or procure and maintain or procure the maintenance of the insurances required under this clause 21:
 - (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 31. In the event of the rating dropping below A- the EDTL 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 21.4;
- (b) The EDTL must, in relation to each of the insurances required under this clause 21:
 - (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 EDTL fails to comply with clause 21.5(a) or 21.5(b);
 - (i) the Land Trust may give notice of default allowing the EDTL 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 EDTL fails to effect the required insurance;
 - (A) the premiums payable for the interim policy effected under clause 21.5(c)(ii) will be recoverable as a debt due by the EDTL to the Land Trust on demand; and
 - (B) if the EDTL has not effected the required insurance or has failed to respond to a notice issued under clause 21.5(c)(i) by the end of the 15 day default period referred to in clause 21.5(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 EDTL to the Land Trust on demand.
- (d) The EDTL must:
 - (i) not alter any insurance policy required under this clause 21 during the Term to the extent such alteration results in the insurance not complying with this clause 21; 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 EDTL 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 21.3) must note the interest of the Land Trust as owner of the Land.

21.6 EDTL to satisfy itself

The EDTL must take responsibility itself for deciding whether to insure any risks which have not been covered by the policies referred to in this clause 21 or to cover any exclusions, conditions or excesses in the policies which it may wish to insure against or cover.

21.7 Insurance policies to waive rights of subrogation

The EDTL must ensure that each policy of insurance effected and maintained pursuant to this clause 21, other than the insurance referred to in clause 21.3, provides that the insurer waives all rights remedies or relief to which it might become entitled by way of subrogation to the EDTL as against the Land Trust, the Land Council and their successors.

21.8 No limitation

This clause 21 does not detract from any of the EDTL's obligations under this Lease.

21.9 EDTL must apply proceeds

The EDTL must apply all proceeds of the insurance referred to in clause 21.1 to the cost of repair and replacement of the Township or otherwise as agreed in writing by the Land Trust.

21.10 Provision not to apply while EDTL is a Commonwealth Entity

The EDTL, 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 21.

22. Reinstatement**22.1 No obligation to reinstate**

Subject to clause 21.9, none of the Land Council, the Land Trust and the EDTL 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.

22.2 No right to damages

The EDTL 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, reckless or negligent act or omission of the Land Trust or the Land Trust's Agents.

23. Consultative Forums**23.1 Establishment of the Milikapiti Consultative Forum**

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

23.2 Establishment of the Wurankuwu Consultative Forum

- (a) Immediately after the execution of this Lease, the Land Trust and the EDTL must establish a Wurankuwu Consultative Forum comprising nominees of both the

Land Trust and the EDTL with a majority of the members being nominated by the Land Trust.

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

23.3 Power to bind the Parties

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

23.4 Regard to Consultative Forum

The EDTL must have due regard to any recommendation of a Consultative Forum unless the EDTL is expressly required to adopt the position or recommendation of the Consultative Forum.

23.5 Conduct of a Consultative Forum

- (a) Meetings of the Consultative Forum are to be convened and conducted in accordance with the consultative forum rules initially made by agreement of the Land Council and the EDTL and as subsequently amended from time to time by the Consultative Forum with the agreement of the EDTL, such agreement not to be unreasonably withheld.
- (b) The costs of a Consultative Forum will be borne by the EDTL as Operating Expenses.

23.6 Consultative Forum can assist resolution of disputes

- (a) If requested, a Consultative Forum may assist the Parties to resolve any dispute by any reasonable means.
- (b) The Consultative Forum may, or may not agree to assist the Parties in its absolute discretion and does not need to provide a reason if it declines to assist.

- (c) The Consultative Forum may decide, in its absolute discretion, how it may assist the Parties resolve a dispute referred to the Consultative Forum pursuant to this clause 23.6.
- (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 23.6 and has no further obligation in relation to the dispute.

23.7 Relevant Consultative Forum

References in this Lease to the relevant Consultative Forum mean:

- (a) if the matter or thing relates to Milikapiti, the Milikapiti Consultative Forum; or
- (b) if the matter or thing relates to Wurankuwu, the Wurankuwu Consultative Forum.

24. Land Trust's obligations

24.1 Quiet enjoyment

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

24.2 Produce certificates

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

25. Default

25.1 Occurrence of Default Event

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

25.2 Financial Default

If the EDTL 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 immediately by notice to the EDTL.

25.3 Interest payable by EDTL

- (a) Notwithstanding clause 26.2, the EDTL 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 EDTL 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 25.3 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 EDTL 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.

25.4 Remedies for other Default Events

- (a) If the EDTL commits a Default Event, other than a Financial Default, then within 7 days of receipt of the Default Notice, the EDTL 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 EDTL for an extension of time to prepare the Cure Plan.
- (b) Following receipt of a Default Notice, the EDTL will be permitted to cure the Default Event within the Cure Period and, if applicable, in accordance with the Cure Plan.
- (c) If the EDTL 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 EDTL 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 EDTL 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 immediately by written notice to the EDTL.
- (f) The provisions of this clause 25.4 does not limit or reduce the rights of the Land Trust to claim damages for breach of this Lease.

25.5 Remedies for Termination Event

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

- (a) terminate this Lease immediately by written notice to the EDTL; and
- (b) exercise all legal and equitable rights and remedies available to the Land Trust (whether under this Lease or otherwise).

25.6 Opportunity to transfer or surrender before termination

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

25.7 Waiver

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

25.8 Consequences of termination

Upon termination of this Lease or the EDTL'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.

25.9 Terms of surrender

Notwithstanding any other provision of this Lease, including without limitation clauses 25.6 and 27, no surrender of this Lease is permitted unless such surrender is on terms reasonably acceptable to the Parties.

26. Overholding

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

- (a) the EDTL will be deemed to be a blannual 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 months prior written notice.

27. Obligations on expiration or termination

27.1 Return of Township

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

27.2 Removal of the EDTL's improvements

- (a) The EDTL must, if so required by the Land Trust acting reasonably, at or prior to the expiration, surrender or earlier determination of this Lease or the EDTL's occupancy of the Township take, remove and carry away from the Township all of the EDTL's Improvements other than Improvements for the ongoing use of the Township as a township.
- (b) The EDTL must immediately make good any damage to the Township caused by the removal of the EDTL's Improvements and must remove all rubbish and leave the Township in a clean state and condition.
- (c) The Land Trust may at the EDTL's cost, remove or dispose of any of the EDTL's Improvements not removed on or prior to the expiration, surrender or earlier determination of this Lease or the EDTL's occupancy of the Township as required by the Land Trust in accordance with clause 27.2(a).
- (d) The EDTL must not remove any Improvements or Services which are liable to become the property of the Land Trust pursuant to clause 8.6(a).

27.3 Novation of agreements

- (a) Subject to clause 27.4, upon the transfer, expiration, surrender or earlier determination of this Lease or any overholding period the EDTL must (at its cost), upon the request of the Land Trust, use all reasonable endeavours to novate or assign without payment (in the event of such expiration, surrender or earlier

determination) to the Land Trust or the Land Trust's nominee or (in the event of transfer of this Lease) to the Approved Entity:

- (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 27.3 requires the Land Trust to request the novation or assignment of any agreement.

27.4 Assignment or Transfer of Township Subleases and Novation of Township Licences

Prior to or upon the surrender or transfer of this Lease to another Approved Entity (including a transfer or surrender pursuant to clause 25.6), the Land Trust and the EDTL must, at the EDTL's cost, cooperate to novate all Township Licences to the transferee or the Land Trust, as the case may be. The Parties acknowledge that upon the transfer of this Lease, all Township Subleases will be held from the transferee and, upon surrender of this Lease, all Township Subleases will be held from the Land Trust.

27.5 Power of attorney

- (a) Subject to clause 27.5(b), the EDTL, for the purposes of executing any novation or assignment under clause 27.3 or 27.4, 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 EDTL.
- (b) This clause 27.5 does not apply while the EDTL is the Commonwealth.

28. Review of Lease

- (a) The Parties agree that the members of the Milikapiti Consultative Forum and the Wurankuwu Consultative Forum will form a Review Consultative Forum (**Review Consultative Forum**) to review the operation of this Lease (**Review**) on:
 - (i) the 5th anniversary of the Commencement Date;
 - (ii) every 10th anniversary of the Commencement Date; and
 - (iii) as otherwise determined by the Consultative Forum, from time to time.
- (b) As part of the Review, the Review 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 Review Consultative Forum made in accordance with clause 28(b).
- (d) Clauses 23.3 to 23.5 apply to the Review Consultative Forum as if references to Consultative Forum were references to Review Consultative Forum.

29. Transfer of Land Trust's interest in Lease

Subject to clause 33.9:

- (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.

30. Further Term

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

31. Dispute resolution

31.1 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 31.2; and
 - (ii) second, mediation of the dispute under clause 31.3 (if agreed).unless the Parties agree that the dispute is best resolved by an independent expert in accordance with clause 31.4 or clause 31.4 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 31 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.

31.2 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 31.4 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 31.2(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 31.2 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 31.2 and the Parties must bear equally the costs of any Third Party engaged.

31.3 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 31.2, 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 31.3 and appointed within a further 5 Business Days (or such longer period agreed between the Parties);
- (b) in the absence of agreement by the Parties as to the mediator, either Party may apply to the 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 31.3(a) or 31.3(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.

31.4 Independent expert

- (a) Where this Lease expressly provides for a dispute to be resolved in accordance with this clause 31.4, 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, 13, 17 and 19, 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 31.4 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 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.

31.5 Continue to perform

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

32. Confidentiality

32.1 Obligations of confidentiality

Subject to clauses 32.2 and 32.3, 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 32.3 complies at all times with the terms of this clause 32 as if that person were the Receiving Party.

32.2 Exceptions

The obligations of confidentiality under clause 32.1 does 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.

32.3 Authorised disclosure

- (a) Subject to the later provisions of this clause 32.3, 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 32 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 32 as if it were a Receiving Party in relation to the Confidential Information to be disclosed to the Recipient.
- (b) The obligation of confidentiality imposed by the earlier provisions of this clause 32.3 do not apply to the Commonwealth in respect of disclosures to any employee or officer of the Commonwealth.

32.4 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 EDTL;
- (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).

32.5 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.

32.6 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.

32.7 Liability for breach by Recipient

The Receiving Party is liable for any breach of this clause 32 by a Recipient as if the Recipient were the Receiving Party in relation to the Confidential Information disclosed to the Recipient.

33. General

33.1 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.

33.2 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.

33.3 Entire understanding

- (a) Subject to clause 2.5, 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.

33.4 No adverse construction

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

33.5 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.

33.6 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.

33.7 Severability

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

33.8 Successors and assigns

This Lease binds and benefits the Parties and their respective successors and permitted assigns under clause 33.9.

33.9 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.

33.10 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.

33.11 Costs

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

33.12 Duty

Any duty (including related interest or penalties) payable in respect of this Lease must be paid by the EDTL.

33.13 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.

33.14 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 7 or to any other address last notified by the Party to the sender by notice given in accordance with this clause;
- (c) in the case of a corporation, must be signed by an officer or authorised representative of the sender or in accordance with section 127 of the Corporations Act or section 99-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth); 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 EDTL) 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.

33.15 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.

33.16 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.

33.17 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.

33.18 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.

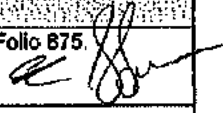
33.19 No right of set-off

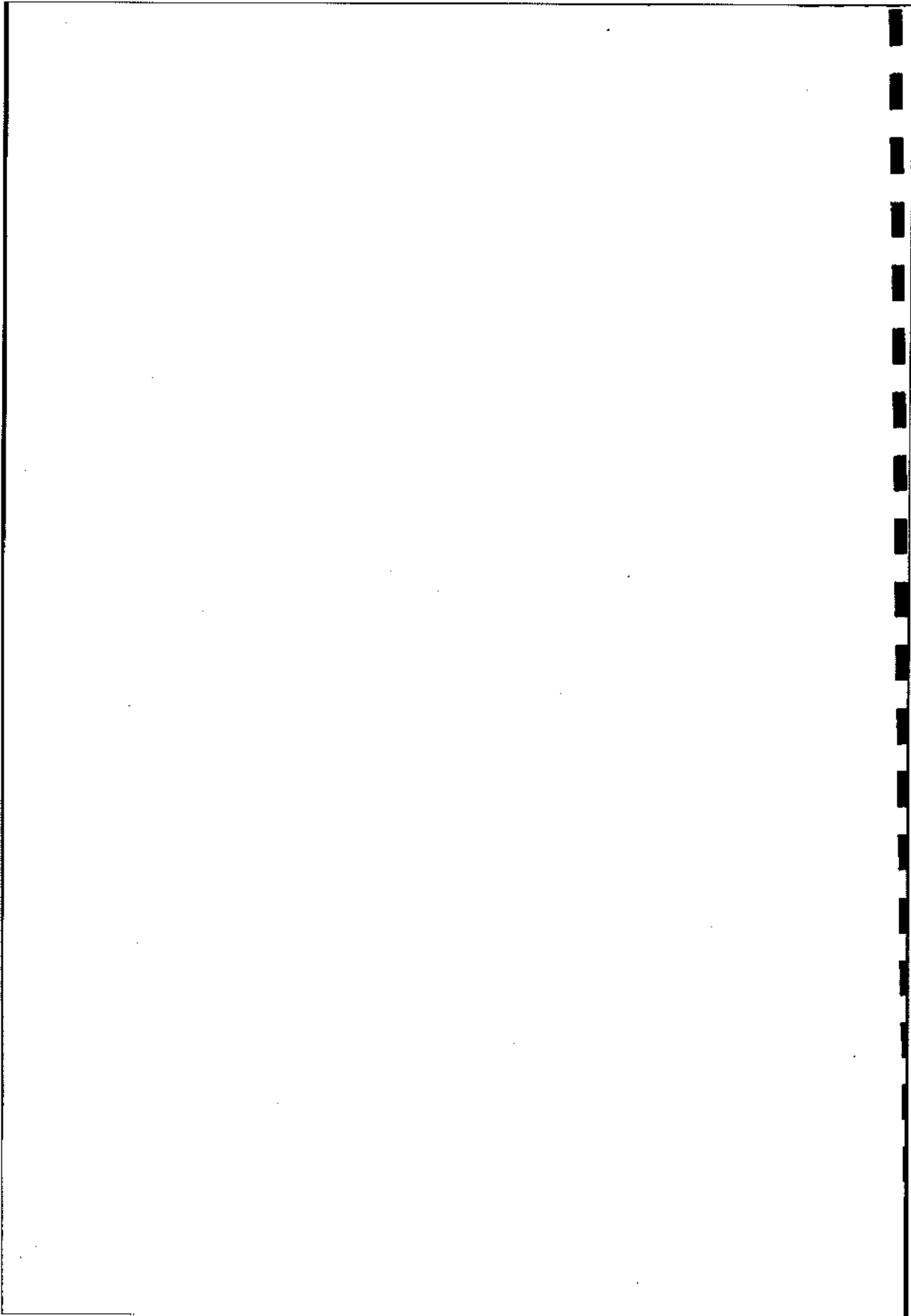
Unless this Lease expressly provides otherwise, a Party has no right of set-off against a payment due to another Party. For the avoidance of doubt, this clause does not affect the application of the meaning given to the term Operating Expenses for the purposes of the Lease Payments.

33.20 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 Certificate of Title Volume 754 Folio 875.  |
| 2. Existing rights, titles or other interests (clause 6.1) | As described in Annexure 4. |
| 3. Township | As described in Annexure 7. |
| 4. Commencement Date (clause 1.1) | The date on which the last of the Parties to sign this Lease signs this Lease. |
| 5. Existing Housing Authorities (clause 1.1) | Territory Housing (NT Department of Housing, Local Government and Regional Services) - Milikapiti. |
| 6. Existing Services Providers (clause 1.1) | (a) Telstra - land line telephone, mobile telephone, internet (b) Power And Water Authority - water, sewerage, electricity (c) Nguir Ullintjinni Association - bottled gas (d) Austar - pay television (e) Tiwi Islands Shire Council - diesel for generator at Wurankuwu (f) Tiwi Islands Shire Council - local government and other municipal services |
| 7. Notices (clause 33.14) | If to the Land Trust: The Chairman PO Box 38545 Winnellie NT 0821 (5 Benson Court, Knuckeyes Lagoon (via 133 Secrett Road) NT , for hand deliveries) Telephone: 08-8981-4898 Facsimile: 08-8981-4282 |



If to the EDTL:

By Hand

The Executive Director of Township Leasing

Level 1

60 Smith Street

DARWIN NT 0800

By Post

The Executive Director of Township Lease

GPO Box 3671

DARWIN NT 0801

If to the Land Council:

The Chairman

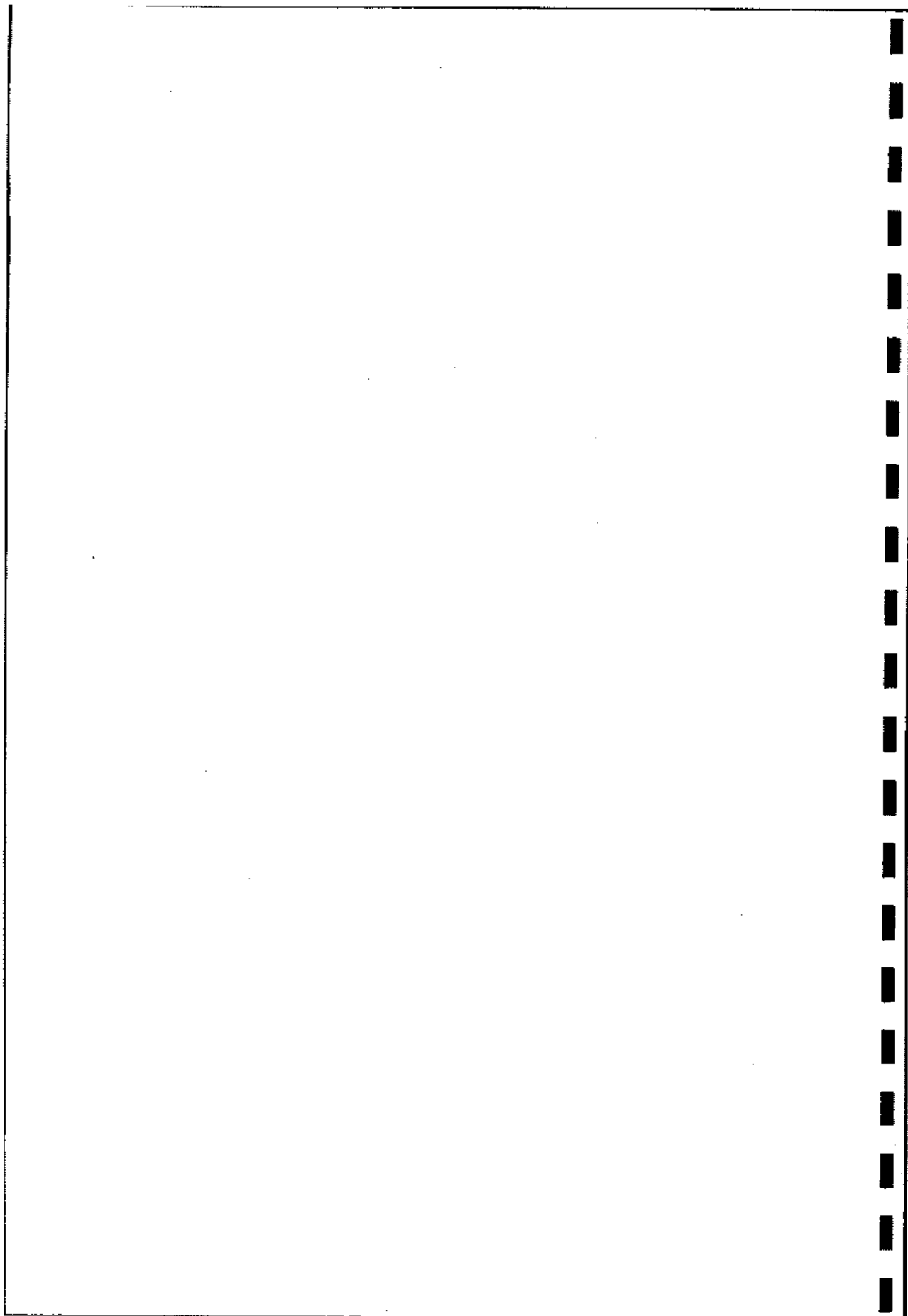
PO Box 38545

Winnellie NT 0821

(6 Benson Court, Knuckeyes Lagoon (via 133 Secrett Road) NT, for
hand deliveries)

Telephone: 08-8981-4898

Facsimile: 08-8981-4282



Executed as a deed.

The Common Seal of Tiwi Aboriginal Land Trust was hereunto affixed by a duly authorised member of the staff of the Tiwi Land Council pursuant to section 4(5) of the *Aboriginal Land Rights (Northern Territory) Act 1976* upon written authority of the Tiwi Aboriginal Land Trust dated the 21st NOVEMBER day of 2011 and signed by:



Brian Tipurawuti

Signature of member

DM Kaa

Signature of Chairman

Brian Tipurawuti

Name (please print)

Danny Munkaa

Name (please print)

GABRIEL Wommatakummi
Signature of member

GABRIEL Wommatakummi
Name (please print)

being respectively the Chairman and two(2) other members of the Tiwi Aboriginal 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:

Michael Collins
Signature of witness

Michael Collins
Commissioner for Oaths
Level 5, Jacana House

39-41 Woods St. Darwin NT 0800
Name (please print)

Greg Roche
Signature of Executive Director of Township Leasing

GREG ROCHE
Name (please print)

22.11.11

The Common Seal of Tiwi Land Council was hereunto affixed upon the Tiwi Land Council being satisfied of the requirements contained in sub-section 19A(2) of the *Aboriginal Land Rights (Northern Territory) Act 1976* (Cth). The Tiwi Land Council directs the Tiwi Aboriginal Land Trust to enter this deed. Given under the Common Seal of the Tiwi Land Council by authority of a resolution of the Tiwi Land Council in the presence of:



[Signature]
Signature of witness

Robert Jipunganti
Signature of Chairman

SIMON HARARI
Name of witness (please print)

Robert J. JIPUNGANTI
Name (please print)

22.11.11

Andrew Jipunganti
Signature of Executive Member

ANDREW JIPUNGANTI
Name (please print)