

General File Indigenous Land Corporation	Unclassified	G/007084
Owner Location	Home Location	
Legal	Legal Compactus	
<p>LEGAL SERVICES - Agreements</p> <p>Roebuck Plains (WA) - LAND GRANT</p>		

[illegible][illegible]

<p>CU007084</p> 		
Former Papers		
Late Papers		
Archival Action		
Destroy	Review	Retain

## ROEBUCK PLAINS (WA) - LAND GRANT

Iron Mountain

File Barcode Only



F5500049074146

G/007084



ROEBUCK PLAINS (WA) - LAND GRANT

NEW TITLE  
AND PASTORAL  
LEASE

WESTERN



AUSTRALIA

REGISTER NUMBER	
270/DP220197	
DEPT STATE EDITION	DATE DUPLICATE ISSUED
N/A	N/A

RECORD OF CERTIFICATE  
OF  
CROWN LAND TITLE

UNDER THE TRANSFER OF LAND ACT 1893  
AND THE LAND ADMINISTRATION ACT 1997

VOLUME  
LR3010

FOLD  
475

**NO DUPLICATE CREATED**

The undermentioned land is Crown land in the name of the STATE of WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 270 ON DEPOSITED PLAN 220197

**STATUS ORDER AND PRIMARY INTEREST HOLDER:**  
(FIRST SCHEDULE)

**STATUS ORDER/INTEREST:** PASTORAL LEASE

**PRIMARY INTEREST HOLDER:** NYAMBA BURU YAWURU LTD OF PO BOX 425, BROOME  
(LC N049900) REGISTERED 1 JULY 2015

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

1. H067089 PORTION COMPRISED IN LOTS 380 TO 382 ON DP193561 TO VOL 3110 FOLS 461 TO 463, REGISTERED 30.3.1999.
2. H317527 AUTHORISATION ORDER FOR THE TAKING OF INTERESTS, AS TO PORTION ONLY, REGISTERED 21.12.1999.
3. 1616645 PORTION COMPRISED IN DP218390 TO VOL 3124 FOL 893, REGISTERED 15.10.2003.
4. 1685104 PORTION COMPRISED IN DP28366 TO VOL 3125 FOL 944, REGISTERED 5.11.2003.
5. J150599 PORTION COMPRISED IN LOT 437 ON DP217193 TO VOL 3127 FOL 540, REGISTERED 14.1.2005.
6. L752855 PORTION COMPRISED IN LOT 524 ON DP72594 TO VOL 3161 FOL 646, REGISTERED 6.10.2011.
7. M092217 PORTION COMPRISED IN LOT 350 ON DP72974 TO VOL 3162 FOL 396, REGISTERED 2.11.2012.
8. M976184 MEMORIAL, CONTAMINATED SITES ACT 2003 AS TO PORTION ONLY - SEE DEPOSITED PLAN 404844, REGISTERED 23.4.2015.
9. N049900 LEASE, SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN THE LEASE, REGISTERED 1.7.2015.
  - N052749 THE CORRECT ADDRESS OF THE LESSEE OF LEASE N049900 IS NOW 55 REID ROAD, CABLE BEACH, REGISTERED 3.7.2015.
  - N052749 SUB-LEASE OF LEASE N049900 TO NATIONAL INDIGENOUS PASTORAL ENTERPRISES PTY LTD OF LEVEL 7, 121 WILLIAM STREET, ADELAIDE, SOUTH AUSTRALIA EXPIRES: SEE SUB LEASE. REGISTERED 3.7.2015.

END OF PAGE 1 - CONTINUED OVER

ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 270/DP220197

VOLUME/FOLIO: LR3010-475

PAGE 2

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND:	DP220197.
PREVIOUS TITLE:	THIS TITLE.
PROPERTY STREET ADDRESS:	LOT 270 BROOME RD, ROEBUCK.
LOCAL GOVERNMENT AREA:	SHIRE OF BROOME.
RESPONSIBLE AGENCY:	DEPARTMENT OF LANDS (SLSD).

NOTE 1:	J198431	SUBJECT TO SURVEY - NOT FOR ALIENATION PURPOSES
NOTE 2:	M880679	DEPOSITED PLAN (INTEREST ONLY) 404844 LODGED
NOTE 3:	M977946	CORRESPONDENCE FILE 01156-2014-01RO



WESTERN



AUSTRALIA

RECORD OF CERTIFICATE  
OF  
CROWN LAND TITLE  
UNDER THE TRANSFER OF LAND ACT 1893  
AND THE LAND ADMINISTRATION ACT 1997

REGISTER NUMBER	
524/DP72594	
EX DUPLICATE EDITION	DATE DUPLICATE ISSUED
N/A	N/A

VOLUME  
LR3161FOLIO  
646**NO DUPLICATE CREATED**

The undermentioned land is Crown land in the name of the STATE of WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.



REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 524 ON DEPOSITED PLAN 72594

**STATUS ORDER AND PRIMARY INTEREST HOLDER:  
(FIRST SCHEDULE)****STATUS ORDER/INTEREST: PASTORAL LEASE****PRIMARY INTEREST HOLDER: NYAMBA BURU YAWURU LTD OF PO BOX 425, BROOME  
(LC N049900 ) REGISTERED 1 JULY 2015****LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:  
(SECOND SCHEDULE)**

1. H317527 AUTHORIZATION ORDER FOR THE TAKING OF INTERESTS. REGISTERED 21.12.1999.
2. M761769 MEMORIAL. LAND ADMINISTRATION ACT 1997. SECTION 17. REGISTERED 8.9.2014.
3. N049900 LEASE. SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN THE LEASE.  
REGISTERED 1.7.2015.  
N052749 THE CORRECT ADDRESS OF THE LESSEE OF LEASE N049900 IS NOW 55 REID  
ROAD, CABLE BEACH. REGISTERED 3.7.2015.  
N052749 SUB-LEASE OF LEASE N049900 TO NATIONAL INDIGENOUS PASTORAL  
ENTERPRISES PTY LTD OF LEVEL 7, 121 WILLIAM STREET, ADELAIDE, SOUTH  
AUSTRALIA EXPIRES: SEE SUB LEASE. REGISTERED 3.7.2015.

*Warning:* A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP72594.  
PREVIOUS TITLE: LR3010-475.

END OF PAGE 1 - CONTINUED OVER

ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 524/DP72594

VOLUME/FOLIO: LR3161-646

PAGE 2

PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.  
LOCAL GOVERNMENT AREA: SHIRE OF BROOME.  
RESPONSIBLE AGENCY: DEPARTMENT OF LANDS (SLSD).

NOTE 1: L752855 SUBJECT TO SURVEY - NOT FOR ALIENATION PURPOSES  
NOTE 2: M977946 CORRESPONDENCE FILE 01156-2014-01RO

# INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

## NOTES

1. DESCRIPTION OF LAND  
Lot and Diagram/Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.  
The Certificate of Crown Land Title Volume and Folio number to be stated.
2. LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS  
In this panel show (subject to the next paragraph) other limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the Crown Land Title:  
a) In the Second Schedule;  
b) If no Second Schedule, that are encumbrances.  
(Unless to be removed by action or document before registration hereof)  
Do not show any:  
(a) Easement Benefits or Restrictive/Covenant Benefits; or  
(b) Subsidiary interests or charges affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).  
The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.  
If none show "nil".
3. LESSOR  
State the full name of the Lessor and the address to which future notices can be sent.
4. LESSEE  
State full name of Lessee / Lessees and the address/ addresses to which future notices can be sent, if two or more state tenancy eg. Joint Tenants, Tenants in Common, if Tenants in Common specify shares.
5. TERM OF PASTORAL LEASE  
Term to be stated in years, months and days.  
Commencement date to be stated.
6. RECITE ANY EASEMENTS TO BE CREATED  
Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
7. EXECUTION  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

EXAMINED

NO DUPLICATE  
LEASE LODGED

N 49900 L

01 Jul 2015 08:30:00 Perth



10/15 8 104/10

## LEASE (L) - 98C

LODGED BY Department of Lands  
(on behalf of the Minister for Lands)  
ADDRESS DoL - Pastoral Land Business Unit - Box 98C

PHONE No. MINISTER FOR LANDS  
FAX No. to accompany and be

REFERENCE No. - Lin Chee Ph: (08) 6552 4726 Fax: (08) 6552 4413 ref: 01156-2014-01RO APT009187

ISSUING BOX No. 98C

PREPARED BY Department of Lands x 98C

ROEBUCK PLAINS  
Lease 1/1

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO  
OTHER THAN LODGING PARTY

2/2

TITLES, LEASES, DECLARATIONS ETC LODGED  
HEREWITH

1. Received Items
2. Nos.
- 3.
4. Receiving Clerk
- 5.
- 6.

142317-001



Registered pursuant to the provisions of the TRANSFER OF  
LAND ACT 1893 as amended on the day and time shown  
above and particulars entered in the Register.





ATTESTATION SHEET

Executed by the parties as a Deed on the 1<sup>st</sup> day of July in the year 2015

LESSOR SIGNS HERE (NOTE 7)

The Common Seal of  
MINISTER FOR LANDS  
was hereunto affixed by me:

Hon Donald Terrence Redman MLA

MINISTER FOR LANDS  
in the presence of:

Em Kelly

Witness

GIN MICHELLE KELLY

Full Name

2 HAVELOCK STREET WEST PERTH

Address

PRINCIPAL POLICY ADVISER

Occupation



LESSEE/S SIGN HERE (NOTE 7)

Executed by NYAMBA BURU YAWURU LTD (ACN 137 306 917) IN ACCORDANCE WITH SECTION 127(1)  
OF THE CORPORATIONS ACT 2001 (CTH)

Barrie Long Dobson

Director's Signature

R. Nichol

Director/Secretary's Signature

Barrie Long Dobson

Director's Full Name

RODNEY FRANCIS NICHOL

Director/Secretary's Full Name

RECEIVED  
PERTH  
1 JUL 2015



**14.2 Lessee to pay GST**

The Lessee must pay additional to any amounts payable by the Lessee for a Taxable Supply, any GST payable by the Lessor in respect of the Taxable Supply made under this Lease.

**14.3 Tax invoice**

Where GST is payable, the Lessor shall provide to the Lessee, a Tax Invoice in the format and form required as set out in the GST Law.

**14.4 Notification is conclusive**

A written notification given to the Lessee by the Lessor of the amount of GST that the Lessor is liable to pay on a Taxable Supply made or to be made under this Lease is conclusive between the parties except in the case of an obvious error.

**14.5 Lessee must pay GST at same time**

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay under this Lease, at the same time and in the same manner, as the Lessee is obliged to pay for the Taxable Supply, or otherwise on demand.

**14.6 Apportionment of GST**

Where a Taxable Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Lessee's proportion of that Taxable Supply is determined.

## **12.2 Service of notices on Lessor or Minister**

Any notice or other document to be served on the Lessor or the Minister under this Lease may be effected:

- (a) by delivering the document personally to the offices of the Department at the address or such other address as is notified in writing to the Lessee by the Lessor; or
- (b) by sending the document by letter (by pre-paid post) to the address or by facsimile to the facsimile number of the Department or to any other address, facsimile number or electronic address or number subsequently notified in writing to the Lessee by the Lessor.

## **12.3 Requirements of notices served on the Lessor and Minister**

A notice or other document to be served on the Lessor or the Minister under this Lease must be signed:

- (a) if given by an individual, by the person giving the notice;
- (b) if given by a corporation, by a director or secretary of the corporation; or
- (c) by a solicitor or other duly appointed agent of the person giving the notice.

---

## **13. GENERAL PROVISIONS**

### **13.1 Waiver**

- (a) Failure to exercise or delay in exercising any right, power or privilege in this Lease by the Lessor or the Minister does not operate as a waiver of that right, power or privilege.
- (b) A single or partial exercise of any right, power or privilege does not preclude:
  - (i) any other or further exercise of that right, power or privilege; or
  - (ii) the exercise of any other right, power or privilege.

### **13.2 Applicable Law**

- (a) This Lease shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

### **13.3 Accrued rights**

The expiration or earlier determination of this Lease (including by way of surrender or forfeiture) in respect of the whole or any part of the Land does not affect the rights or remedies of the Minister against the Lessee in relation to a breach of this Lease by the Lessee or covenant to remediate, make good, indemnify or release the Lessor in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

### **13.4 Cost of Lessee's obligations**

Unless this Lease provides otherwise, anything that must be done by the Lessee under this Lease, whether or not at the request of the Lessor or the Minister, must be done at the cost of the Lessee.

### **13.5 Services**

The Lessee acknowledges that the Lessor is not liable for the cost of, or for arranging the provision or connection of, Services to the Land.

---

## **14. GOODS AND SERVICES TAX**

### **14.1 Rent exclusive of GST**

The Rent and any other amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.

- (ii) in a state of good repair and condition consistent with compliance by the Lessee with the LAA and the provisions of this Lease;
- (b) remove all fixtures or any other property, not being lawful improvements required to be yielded up under subclause (a), from the Land and make good any damage caused by the removal to the Minister's satisfaction; and
- (c) remove all Stock from the Land.

## **11.2 Survival**

The Lessee's obligations to observe and perform the covenants contained in clause 11.1 will survive the expiration or earlier determination of this Lease.

## **11.3 Minister may Remove Property**

- (a) If any property is not removed in accordance with clause 11.1(b), its presence on the Land shall no longer be authorised by this Lease and:
  - (i) the Minister may treat them as alleged unauthorised structures under section 270 of the LAA;
  - (ii) sections 270, 271 and 272 of the LAA apply with respect to the removal of the property or alleged unauthorised structures;
  - (iii) the Minister may, but is not obliged to, remove property from the Land and make good any damage caused by that removal; and
  - (iv) any costs incurred by the Minister in removing property under subclause (iii) or section 270(6) of the LAA, are a debt due and payable by the Lessee to the Lessor and may be recovered in a Court of competent jurisdiction.
- (b) If the Lessee has not complied with the requirement 11.1(c) to remove all Stock from the Land, the Lessor (without being obliged to do so and without affecting any other right or any action that may be taken at law or in equity) may, or may appoint or authorise any person, to:
  - (i) take possession of any Stock on the Land, remove the Stock from the Land to some other place and depasture the Stock on some other land, and all the costs incurred by the Lessor in connection with the exercise of these rights (including without limitation the costs of mustering, removal and sale of Stock) will be a debt due and payable to the Lessor by, and recoverable from, the Lessee; and
  - (ii) sell the Stock and apply the proceeds of sale to all amounts due by the Lessee under clause 11.3(b)(i) and any other amounts due and not paid under the terms of this Lease.
- (c) The Lessor need not give any notice which is required by the *Personal Property Securities Act 2009* (Cth) to be given (including a notice referred to in section 157 of that Act), unless the requirement to give it cannot be excluded or waived.

## **11.4 Personal Property Securities**

For the purposes of clause 11.3(b) and the *Personal Property Securities Act 2009* (Cth), the Lessor and the Lessee agree that the security interest does not attach to any Stock until the expiration or earlier determination of this Lease.

---

## **12. NOTICES**

### **12.1 Service of notice on Lessee**

Unless otherwise provided by any Law, any notice or other document to be served on the Lessee under this Lease will be served in accordance with section 274 of the LAA.



including a road, reserve or stock route is excluded from the Land and is not the subject of this Lease.

## **9.2 Reservations**

- (a) The Lessor reserves the right for itself, any Minister of the Crown, any Governmental Agency and each of their officers, agents, employees and contractors to:
- (i) lay out, declare, open and make, either permanently or for temporary use, public roads through, on or over the Land;
  - (ii) take away any indigenous produce, rock, soil or other material which may be required for any public purpose, from the Land; or
  - (iii) pass over any part of the Land in connection with the performance of their functions (as that term is defined in the *Interpretation Act 1984*) with or without horses, stock, or vehicles, on all necessary occasions including for the purpose of accessing adjoining land.
- (b) The Lessee shall be entitled to payment for any lawful improvements, as that term is referred to in section 114(2) of the LAA, directly affected by the exercise of a Reservation under subclause (a)(i) or (a)(ii), but not otherwise.

## **9.3 Reservation in favour of Aboriginal persons**

This Lease is subject to the reservation in favour of Aboriginal persons in accordance with section 104 of the LAA as may be amended, supplemented or replaced from time to time.

## **9.4 Other Reservations**

This Lease is subject to any reservation in favour of the Crown contained in the LAA or any other Law including reservations in the *Mining Act 1978*, the *Petroleum and Geothermal Energy Resources Act 1967*, the *Conservation and Land Management Act 1984* and the *Sandalwood Act 1929*.

---

# **10. FORFEITURE**

## **10.1 Non payment of Rent**

In respect of the Lessee's obligation to pay Rent or make other payments, the acceptance by the Lessor of any late payment shall not constitute a waiver of the Lessee's obligation to make that payment or of the Lessee's continuing obligation to pay during the Term or of the Lessor's rights under this Lease or the LAA in respect of the late payment of Rent.

## **10.2 Breach of Lease**

The Lessee acknowledges and agrees that:

- (a) a condition or covenant of this Lease, which is required to be performed or observed by the Lessee, shall constitute a condition or covenant to which section 131 of the LAA applies; and
- (b) a breach of such a condition or covenant may result in forfeiture of this Lease under section 35 of the LAA.

---

# **11. RIGHTS AND OBLIGATIONS ON DETERMINATION OF LEASE**

## **11.1 Yielding up**

On the expiration or earlier determination of this Lease, the Lessee must:

- (a) surrender peaceably and yield up the Land and all lawful improvements in accordance with section 114 of the LAA to the Minister:
  - (i) clean and free from any rubbish caused by the Lessee or the Lessee's Agents to the Minister's satisfaction; and



- (c) any Improvements; and
- (d) the Stock.

### 7.3 Lessee's Right to Notice

The Lessor and the Lessee agree that, for the purposes of sections 35 and 131 of the LAA, a breach of a condition or covenant in respect of any matter under clause 7.1 and clause 7.2 of this Lease only occurs if:

- (a) the Lessee is served with a notice from a Governmental Agency (including any Environmental Notice) properly requiring the Lessee to do or to cease doing something in order to comply with any Law, requirements, notices, orders or directions of the kind referred to in the notice and within a reasonable time:
  - (i) the Governmental Agency does not withdraw, cancel, suspend or discontinue the notice; or
  - (ii) the Lessee fails to challenge the validity of the notice in a Court or Tribunal of competent jurisdiction or fails either to have the notice dismissed, withdrawn or discontinued, or to comply with the order of the Court or Tribunal; or
  - (iii) the Lessee fails to take and continue to take reasonable steps to achieve compliance with the notice; or
- (b) the Lessee is served with a notice from the Lessor that:
  - (i) the Lessee has failed to minimise or remediate, to the Lessor's reasonable satisfaction, any damage or harm from any Contamination, Pollution, Material Environmental Harm or Serious Environmental Harm caused by the Lessee or the Lessee's Agents of the kind referred to in clause 7.1; or
  - (ii) the Lessee has failed to comply with any Law, requirements, notices, orders or directions of the kind referred to in clause 7.2; and

the Lessee has not, by a date specified in the notice (being not less than 30 days after service of the notice), remedied the breach set out in the notice to the Lessor's reasonable satisfaction.

### 7.4 Grazing

The Lessee will not and will not permit:

- (a) any grazing of Stock on all or part of the area leased where grazing is prohibited under the powers contained in the *Soil and Land Conservation Act 1945* or any other Environmental Law;
- (b) grazing of Stock on all or such part of the area leased or otherwise howsoever in breach of any conditions or restrictions imposed under the powers contained under any Law.

---

## 8. REGISTRATION OF LEASE

The Lessor will lodge this Lease for registration at the TLA Agency within 30 days after the Lessor and the Lessee execute it.

---

## 9. EXCLUSIONS AND RESERVATIONS

### 9.1 Exclusions

All land that is on the Commencement Date marked or shown as excluded or having been surrendered, transferred, resumed or taken from the Land on:

- (a) the Deposited Plan; or
- (b) any other plan or title held by the Registrar of Titles under the *Transfer of Land Act 1893*,

#### **4.2 Registration and Lessor's costs**

- (a) The Lessee must pay to the Lessor the Lessor's costs and expenses arising out of this Lease, in accordance with the LAA and the *Land Administration Regulations 1998*.
- (b) The Lessee is to pay or reimburse the Lessor on demand for all costs relating to the registration of this Lease at the TLA Agency.

---

### **5. USE OF THE LAND**

#### **5.1 Permitted Use**

- (a) This Lease confers on the Lessee a right to occupy and use the Land for the Permitted Use in accordance with the LAA and the provisions of this Lease.
- (b) The Lessee must not use the Land for any other purpose unless such use is authorised by a Permit or any other Law.
- (c) For the avoidance of doubt, the Permitted Use includes the right to place, effect, construct, erect, undertake, alter and add Improvements on the Land as are reasonably required or necessary for or ancillary to the Permitted Use and replace, renew, restore or remove all such Improvements.

#### **5.2 Nuisance or other activities**

The Lessee must, not at any time during the Term:

- (a) carry on or permit the Lessee's Agents to carry on or from the Land any unlawful or illegal act, trade, business, occupation or calling; or
- (b) do or permit the Lessee's Agents to carry on or from the Land any act matter or thing which results in nuisance, damage or disturbance to the Lessor or owners or occupiers of adjoining or neighbouring lands or buildings.

#### **5.3 No right to soil or timber**

Subject to the provisions of the LAA, this Lease and any Permit, the Lessee shall have no right to the soil, or to the timber of the Land, except as may be required for the Permitted Use.

---

### **6. DEALINGS WITH THIS LEASE**

The Lessee may only dispose of, deal with, or assign its estate or interest in, or part with possession of the Land, in accordance with the LAA.

---

### **7. LESSEE'S GENERAL OBLIGATIONS**

#### **7.1 Contamination, Pollution and Environmental Harm**

The Lessee must not cause, or permit the Lessee's Agents to cause, any Contamination, Pollution or Environmental Harm to occur in, on or under the Land or to the Surrounding Area, and if any Contamination, Pollution, Material Environmental Harm or Serious Environmental Harm is caused by the Lessee or the Lessee's Agents, the Lessee must give notice of it to the Lessor and must minimise, contain and remediate any resultant damage and harm to the reasonable satisfaction of the Lessor.

#### **7.2 Compliance with Law**

In addition and without limitation to anything else provided in the LAA and this Lease about complying with Laws, the Lessee must comply with all Laws and requirements, notices, orders or lawful direction of any Governmental Agency applicable to:

- (a) the exercise of the Lessee's rights or the performance of the Lessee's obligations under this Lease;
- (b) the use and occupation of the Land by the Lessee or the Lessee's Agents;



- (m) a reference in this Lease to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (n) words that are defined in the LAA and used in this Lease have the same meaning given to them under the LAA.

### **1.3 Performance of functions by Minister**

All acts and things which the Minister or Lessor is required or empowered to do under this Lease may be done by the Minister or the Minister's delegate appointed under section 9 of the LAA.

---

## **2. APPLICATION OF STATUTES**

### **2.1 Land Administration Act**

The Lessee and the Lessor agree that:

- (a) the provisions of the LAA relating to pastoral leases on Crown land granted under Part 7 of the LAA apply to this Lease; and
- (b) the provisions of this Lease do not in any way affect, alter or derogate from:
  - (i) the Lessor's, the Minister's or the Board's rights or powers conferred under the LAA; or
  - (ii) the Lessee's rights under the LAA.

### **2.2 Statutory exclusions**

The covenants and powers implied by the *Transfer of Land Act 1893* do not apply to this Lease and are not implied in this Lease unless expressly included.

### **2.3 Statutory inclusions**

With the exception of the exclusion set out in clause 2.2, nothing in this Lease affects or derogates from any right, power, condition or reservation granted or reserved in respect of or applying to the Land under any Law from time to time.

---

## **3. RENT**

### **3.1 Payment of Rent**

The Lessee must pay to the Lessor the Rent:

- (a) on or before the Commencement Date, by an initial sum equivalent to the Rent pro-rated for two calendar months;
- (b) on or after the Commencement Date, on each Rent Payment Date during the Term, by a sum equivalent to one-half of the Rent (excluding the final payment, which will be pro-rated);
- (c) at the place and in the manner notified by the Lessor in writing at any time;
- (d) without deduction or abatement; and
- (e) without demand from the Lessor.

---

## **4. OTHER PAYMENTS BY LESSEE**

### **4.1 Payment of rates, taxes etc**

The Lessee must pay, when due and payable, all present and future rates, taxes, charges, impositions, assessments, outgoings, duties and fees under the *Biosecurity and Agriculture Management Act 2007* which at any time during the Term are charged upon the Land or imposed or levied upon the Lessor or the Lessee in respect of the Land, use of the Land for the Permitted Use or the ownership of the Land.

**Services** means all utility services including water supply, gas, sewerage, waste disposal, drainage, electricity and telecommunications facilities.

**Stock** has the meaning given in section 3 of the LAA and includes both authorised stock and prohibited stock. For the avoidance of doubt, the inclusion of "**prohibited stock**" in this definition is not to be taken as any consent or permission of the Lessor or the Minister in relation to the presence of "**prohibited stock**" on the Land and does not constitute a waiver of the Lessee's obligation under the LAA with respect to prohibited stock.

**Surrounding Area** means any land or water adjacent to or in the vicinity of the Land and the air generally above the Land, and includes an affected site within the meaning of that term as defined in the CSA.

**Term** means, subject to any sooner determination under the terms of this Lease or the LAA, the term set out on the front page of this Lease commencing on the Commencement Date.

**Tax Invoice** has the meaning given in section 195-1 of the GST Act.

**Taxable Supply** has the meaning given in section 195-1 of the GST Act.

**Third Party Right** means a right granted or otherwise created in favour of a third party under any Law.

**TLA Agency** means the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the *Transfer of Land Act 1893* being, at the Commencement Date, the Western Australian Land Information Authority a body corporate under the *Land Information Authority Act 2006* and known as "Landgate".

## 1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders;
- (d) the word "including" is deemed to be followed by "but not limited to";
- (e) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (f) a reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;
- (g) references to parts, clauses and parties are references to parts and clauses of, and parties to, this Lease;
- (h) a reference to a party to this Lease includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (i) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (j) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (k) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;
- (l) a reference to a statute, regulation, ordinance or other law in this Lease includes regulations, proclamations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them from time to time;



**GST** has the meaning given in section 195-1 of the GST Act.

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

**GST Law** has the meaning given in section 195-1 of the GST Act.

**Improvements** means buildings, sheds, yards, fences, windmills, bores, wells, dams, water apparatuses, drains and pipes and other facilities, structures fixtures and fittings on the Land at the Commencement Date or thereafter placed, effected, constructed, erected or undertaken on the Land during the Term and includes any alterations, additions, replacements, renewal or restorations made to those improvements during the Term.

**LAA** means the *Land Administration Act 1997*.

**Land** means the land described on the front page of this Lease subject to the Exclusions, and includes all Improvements on it from time to time.

**Law** includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or local.

**Lease** means this deed of lease, as it is amended, varied, renewed or assigned from time to time, as permitted by this Lease.

**Lessee** means the party described as the lessee on the front page of this Lease and includes its successors and permitted assigns.

**Lessee's Agent** means the employees, agents, contractors, consultants, sublessees, licensees and invitees of the Lessee. For the avoidance of doubt, a person who accesses the Land in exercise of a Third Party Right in a capacity other than as an employee, agent, contractor, consultant, sublessee, licensee or invitee of the Lessee is not a "Lessee's Agent" within this definition.

**Lessor** means the party described as the lessor on the front page of this Lease and includes the Crown.

**Lessor's Agent** means the officers, employees, agents and contractors of the Lessor, the Minister and the Department.

**Material Environmental Harm** has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

**Minister** means the Minister for Lands, a body corporate continued under section 7 of the LAA.

**Pastoral Purposes** has the meaning given under the LAA.

**Permit** means any permit issued to the Lessee in respect of the Land under Part 7 of the LAA.

**Permitted Use** means the use of the Land for Pastoral Purposes.

**Pollution** means any thing that is "pollution" within the meaning of that term as defined in the *Environmental Protection Act 1986* that is not authorised under any Law.

**prohibited stock** has the meaning given in section 93 of the LAA.

**Rent** means the annual rent as determined and varied from time to time in accordance with the LAA being at the Commencement Date, \$ 40,695 per year.

**Rent Payment Date** means:

1 September; and

1 March.

**Reservations** means the reservations set out in clauses 9.2 to 9.4.

**Serious Environmental Harm** has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

THIS LEASE is made the

1<sup>st</sup>

day of

July

2015

## BACKGROUND

- A. Pursuant to Part 7 of the LAA, the Minister, for and on behalf of the State of Western Australia, leases to the Lessee, the Land subject to the Exclusions, Reservations and Encumbrances, for the Term and at the Rent and subject to the provisions of the LAA and on the terms and conditions of this Lease.
- B. This Lease is granted pursuant to a statutory right to renew an existing pastoral lease pursuant to an application made and accepted by the Minister for Lands in accordance with the provisions of the repealed *Land Act 1933* and the LAA, or the LAA, as the case may be.
- C. The Lessor and the Lessee intend that, if native title exists in relation to the Land and the grant of this Lease is a future act for the purposes of the *Native Title Act 1993* (Cth), this Lease takes effect as a permissible lease etc. renewal for the purposes of Subdivision I of that Act.

## 1. DEFINITIONS, INTERPRETATION AND EXERCISE OF MINISTER'S POWERS

### 1.1 Definitions

In this Lease the following definitions apply unless the contrary intention appears:

**authorised stock** has the meaning given in section 93 of the LAA.

**Board** means the Pastoral Lands Board established under the LAA.

**Business Day** means any day other than a Saturday, Sunday or State public holiday in Western Australia.

**Commencement Date** means the date shown on the front page of this Lease as the commencement date.

**Contamination** is the state of being "contaminated" as that term is defined in the CSA.

**Crown** means the Crown in the right of the State of Western Australia.

**CSA** means the *Contaminated Sites Act 2003*.

**Department** means the department principally assisting the Minister in the administration of the LAA from time to time.

**Deposited Plan** means the deposited plan referred in the description of the Land on the front page of this Lease.

**Encumbrance** means the limitations, interests, encumbrances and notifications shown on the front page of this Lease.

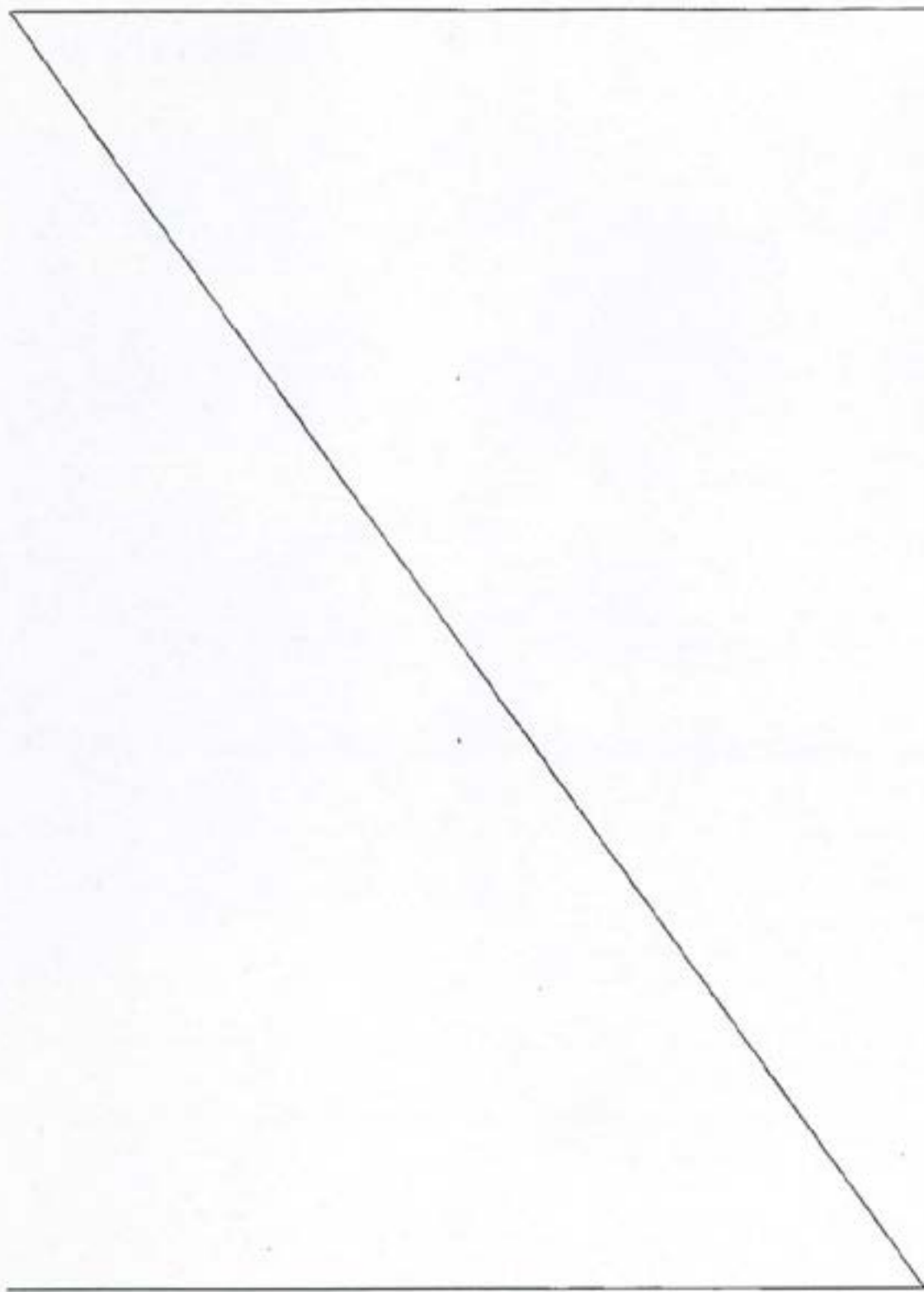
**Environmental Harm** means any thing that is "Environmental Harm" within the meaning of that term as defined in the *Environmental Protection Act 1986* to the extent that it is inconsistent with the Permitted Use.

**Environmental Law** means all planning, environmental (including biodiversity), Contamination or Pollution laws including the *Environmental Protection Act 1986* and any regulations, orders, directions, ordinances or all requirements, permissions, permits or licences issued thereunder.

**Environmental Notice** means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral given under any Environmental Law.

**Exclusions** means the exclusions set out in clause 9.1.

**Governmental Agency** means any government or any governmental (including local government), administrative, fiscal or judicial body, department, commission, statutory authority or board, tribunal, agency or entity.





WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1987 as amended  
TRANSFER OF LAND ACT 1893 as amended

**PASTORAL LEASE (PL)**

## DESCRIPTION OF LAND (NOTE 1)

Lot 270 on Deposited Plan 220197

Lot 524 on Deposited Plan 72594

subject to inclusions and exclusions (if any), as shown  
in the Second Schedule

## EXTENT

Whole

Whole

## VOLUME

3010

3161

## FOLIO

475

646

## LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)

H067089 Portion comprised on DP193561 excluded, M317527 Authorisation Order, I616645  
Portion comprised on DP 218390 excluded, I685104 Portion comprised on DP28366 excluded,  
J150599 Portion comprised on DP217193 excluded, L752855 Portion comprised on DP72594,  
M092217 Portion comprised on DP72974 excluded, M761769 Memorial, M976184 Memorial

## LESSOR (NOTE 3)

**STATE OF WESTERN AUSTRALIA** acting through the Minister for Lands, a body corporate under the  
*Land Administration Act 1997*, care of the Department of Lands PO Box 1143 WEST PERTH WA 6872.

## LESSEE (NOTE 4)

NYAMBA BURU YAMURU LTD ACN 137306917 OF PO BOX 425, BROOME, W.A 6725

## TERM OF PASTORAL LEASE (NOTE 5)

49 Years 6 Months 21 Days

Commencing on the 1 Day of July in the year 2015

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown  
hereon (Note 6)

Nil

for the above term for an annual rental determined in accordance with the Land Administration Act 1997 payable in  
accordance with the conditions contained in the within lease.

SUBJECT TO THE PROVISIONS OF THE *LAND ADMINISTRATION ACT 1997* AND ALSO TO THE  
RESERVATIONS COVENANTS AND CONDITIONS CONTAINED IN THE WITHIN LEASE



RECEIVED  
2-1-15

4044

FORM B4

N 52749 SL

03 Jul 2015 11:56:08 Midland



REG \$ 100.00

(INSERT DOC TYPE HERE)

LODGED BY Nyamba Buru  
ADDRESS yawuru LTD  
PO Box 425  
PHONE No. Broome WA  
FAX No. 6725  
REFERENCE No.  
ISSUING BOX No. 999L

PREPARED BY  
ADDRESS A 1A  
PHONE No. FAX No.  
REFERENCE No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. letter.	Received By
2. agreement	Nos. 4
3. SL approval	
4. [Signature]	
5. [Signature]	Received By
6. [Signature]	Clerk [Signature]



EXAMINED

NO DUPLICATE  
SUB  
LEASE LODGED

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.





### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initiated by the persons signing this document and their witnesses.
4. Duplicate Lease to be produced.

### NOTES

#### 1. DESCRIPTION OF LAND

Lot and Diagram/Plan/Strata/Survey/Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated.  
If part, define by recital and/or sketch.  
The Certificate of Title/Crown Land Title Volume and Folio number to be stated.

#### 2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being sub-leased recorded against the lease:

- a) on the crown land title  
(i) In the Second Schedule; or  
(ii) If no Second Schedule, that are encumbrances.  
(Unless to be removed by action or document before registration hereof)  
AND  
b) on the lease, that are encumbrances not recorded on the crown land title.

Do not show any:

- (a) Easement Benefits or Restrictive/Covenant Benefits; or  
(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).  
The documents shown are to be identified by nature and number.  
The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.  
If none show "nil".

#### 3. SUB-LESSOR

State the full name of the Sub-Lessor/Sub-Lessors (Lessee as shown in Lease) and the address/addresses to which future notices can be sent.

#### 4. SUB-LESSEE

State full name of the Sub-Lessee/Sub-Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

#### 5. TERM OF LEASE

Term of Sub-Lease must be less than Head Lease.  
Term to be stated in years, months and days or as the case may be and commencement day of Sub-Lease to be shown.

#### 6. State whole or part of land in Head Lease.

#### 7. State amount of yearly rental in words.

#### 8. State term of payment.

#### 9. Insert any Covenants required.

#### 10. SUB-LESSOR/SUB-LESSEE EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

#### EXAMINED

### Office Use Only

### SUB-LEASE (SL)

#### LODGED BY

#### ADDRESS

#### PHONE No.

#### FAX No.

#### REFERENCE No.

#### ISSUING BOX No.

#### PREPARED BY Indigenous Land Corporation

GPO Box 652, Adelaide SA 5001

#### ADDRESS

#### PHONE No. (08) 8100 7100

#### FAX No. (08) 8180 0489

#### INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

#### TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- |          |                 |
|----------|-----------------|
| 1. _____ | Received Items  |
| 2. _____ | Nos.            |
| 3. _____ |                 |
| 4. _____ |                 |
| 5. _____ |                 |
| 6. _____ | Receiving Clerk |

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.



**ATTESTATION SHEET**

Dated this

Day of

in the year

**SUB-LESSOR/S SIGN HERE (NOTE 10)**

See Form B1 attached

See Form B1 attached

Signed

Signed

In the  
presence ofIn the  
presence of**SUB-LESSEE/S SIGN HERE (NOTE 10)**

See Form B1 attached

See Form B1 attached

Signed

Signed

In the  
presence ofIn the  
presence of

**ADDITIONAL PAGE TO SUB-LEASE (SL)**

Dated: \_\_\_\_\_

**ATTESTATION SHEET**

Signed by Nyamba Buru Yawuru Ltd,  
ACN 137 306 917, pursuant to Section 127 of the  
Corporations Act 2001 (Cth)

Director

Print name:

Witness Signature

Full Name

Address

Occupation

Director/Secretary

Print name:

Witness Signature

Full Name

Address

Occupation

Signed by National Indigenous Pastoral Enterprises Pty Ltd,  
ABN 28 108 266 548, pursuant to Section 127 of the  
Corporations Act 2001 (Cth)

Director/Secretary

Print name:

NOEL WERTUM

Witness Signature

Jodie Lindsay

Full Name

30 BARULA RD MARINO

Address

ACCOUNTANT

Occupation

Execution Date 25 / 06 / 2015

GRAHAM ATKINSON

Director/Secretary

Print name:

Jodie Lindsay

Witness Signature

Jodie Lindsay

Full Name

30 BARULA RD MARINO

Address

ACCOUNTANT

Occupation

Execution Date 25 / 06 / 2015







## ADDITIONAL PAGE TO

Dated: 26 June 2015

## ATTESTATION SHEET

Signed by Nyamba Buru Yawuru Ltd,  
ACN 137 306 917, pursuant to Section 127 of the  
Corporations Act 2001 (Cth)

Director

Print name: PATRICK LIONEL DODSON

Witness Signature

Glenn David Archer Full Name

7-55 Reid Rd, Broome Address

Solicitor Occupation

Director/Secretary

Print name: RODNEY FRANCIS NICHOLE

Witness Signature

Glenn David Archer Full Name

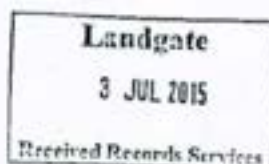
7-55 Reid Rd, Broome Address

Solicitor Occupation



55 Reid Rd | PO Box 425 BROOME WA 6725  
Ph: 08-9192 9600 | Fax: 08-9192 9610  
email: yawuru@yawuru.org.au  
ABN: 87 137 306 917

Landgate,  
PO Box 2222,  
Midland,  
WA 6056



Dear Sir,

**RE: SUBLEASE - NYAMBA BURU YAWURU LTD AND NIPE PTY LTD – ROEBUCK PLAINS STATION**

Please find attached the following documents for registration of this Sub Lease on Lease number N049900.

1. Form L2C ✓
2. Executed Sublease Agreement dated 26 June 2015. ✓
3. Cheque for \$164 – Registration Fee. ✓
4. Cover Sheet Endorsed with Ministerial Approval. ✓

Yours Sincerely,

**Rodney Nichole**

**General Counsel**

**Nyamba Buru Yawuru Ltd**

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodne](mailto:rodne@yawuru.org.au)







FORM L20

WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1997  
TRANSFER OF LAND ACT 1893 as amended

## SUB-LEASE (SL)

LEASE NUMBER	DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
Crown Lease				
546/1997	Lot 270 on DP 220197	Whole	3010	475
546/1997	Lot 524 on DP 72594	Whole	5161	646

## LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)

NE

## SUB-LESSOR (NOTE 3)

Nyamba Bunu Yawuru Ltd (ACN 137 306 917) of 55 Reid Road, Cable Beach, WA 6726

## SUB-LESSEE (NOTE 4)

National Indigenous Pastoral Enterprises Pty Ltd (ABN 28 108 268 548) of Level 7, 121 King William Street, Adelaide SA 5000

## TERM OF SUB-LEASE (NOTE 5)

.6. Years .0 months 0 days

Commencing from 1 day of July in the year 2015

THE SUB-LESSOR as the proprietor of the above LEASE HEREBY SUB-LEASES TO THE SUB-LESSEE the land above described subject to the encumbrances as shown hereon being the (Note 6) WHOLE of the land in the said lease to be held by the Sub-Lessee for the above term at the clear yearly rental of (Note 7).

As described in Item 3 of the Reference Schedule in the sub-lease, on page 22.

APPROVED UNDER SECTIONS 18 AND 134  
OF THE LAND ADMINISTRATION ACT 1997

## PAYMENT TERMS (NOTE 8)

As described in Clause 8 in the sub-lease, on page 6.

DATE 29.6.15

STEVEN JOHN BURGESS  
(Print full name)

Position SENIOR PROSEG OFFICER

Team PASTORAL

Department of Lands

By Order of the Minister for Lands

This approval does not guarantee that this document  
is acceptable for registration purposes under the  
Transfer of Land Act 1893





## Rodney Nichole

---

**From:** Burgess, Steve <Steve.Burgess@lands.wa.gov.au>  
**Sent:** Monday, 29 June 2015 2:33 PM  
**To:** Rodney Nichole  
**Cc:** Ritchie, Leah; Taylor, Gillian M.  
**Subject:** RE: Sublease Agreement - Nyamba Buru Yawuru Ltd and NIPE - Roebuck Plains Station  
**Attachments:** 20150629142606.pdf  
  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged  
  
**Categories:** M-Files

Hi Rodney

Please find attached a copy of the cover sheet endorsed with consent on behalf of the Minister for Lands. Please note that reference to Crown Lease 516/1997 needs to be removed as this lease expires on 30 June 2015. A new lease number will be allocated on 1 July 2015 when the new Pastoral Lease is lodged at Landgate and it is this new number that should be entered in the Lease Number panel prior to lodging the sublease at Landgate.

**Steve Burgess** | Senior Project Officer | Pastoral Lands  
Regional and Metro Services | Level 2, 140 William Street | Perth WA 6000  
T (08) 6552 4541 | F (08) 6552 4413  
E [steve.burgess@lands.wa.gov.au](mailto:steve.burgess@lands.wa.gov.au) | W [www.lands.wa.gov.au](http://www.lands.wa.gov.au)



Government of Western Australia  
Department of Lands

*DISCLAIMER: The information contained in this email (including attachments) is intended only for the use of the person(s) to whom it is addressed as it may be confidential and contain legally privileged information. If you are not the intended recipient you are hereby notified that any perusal, use, distribution, copying or disclosure is strictly prohibited. If you have received this email in error, please immediately advise us by return email and delete the email document.*

*This email and any attachments to it are also subject to copyright and any unauthorised reproduction, adaptation or transmission is prohibited.  
This notice should not be removed.*

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Friday, 26 June 2015 4:25 PM  
**To:** Burgess, Steve  
**Cc:** Ritchie, Leah  
**Subject:** Sublease Agreement - Nyamba Buru Yawuru Ltd and NIPE - Roebuck Plains Station

Steve,

Please see attached an executed copy of the Sublease for Roebuck Plains Station in Registrable form for Ministerial Approval and Endorsement.

We look forward to your response at the earliest opportunity.

regards

Gala mabu, thank you.

**Rodney Nichole**  
**General Counsel**

**Nyamba Buru Yawuru Ltd**

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney@nyambaburu.com.au)



**SUB-LEASE (SL)**

LEASE NUMBER	DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
N049900	Lot 270 on DP 220197	Whole	3010	475
N049900	Lot 524 on DP 72594	Whole	3161	646

**LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)**

Nil

**SUB-LESSOR (NOTE 3)**

Nyamba Buru Yawuru Ltd (ACN 137 306 917) of 55 Reid Road, Cable Beach, WA 6726

**SUB-LESSEE (NOTE 4)**

National Indigenous Pastoral Enterprises Pty Ltd (ABN 28 108 266 548) of Level 7, 121 William Street, Adelaide, SA 5000

**TERM OF SUB-LEASE (NOTE 5)**

6 Years 0 months 0 days

Commencing from 1 day of July in the year 2015

THE SUB-LESSOR as the proprietor of the above LEASE HEREBY SUB-LEASES TO THE SUB-LESSEE the land above described subject to the encumbrances as shown hereon being the (Note 6) Whole of the land in the said lease to be held by the Sub-Lessee for the above term at the clear yearly rental of (Note 7).

As described in Item 3 of the Reference Schedule in the sub- lease, on page 22.

**PAYMENT TERMS (NOTE 8)**

As described in Clause 8 in the Sub- lease, on Page 6



SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1993 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

---

This Lease is made this 26<sup>th</sup> day of June 2015.

Between

Nyamba Buru Yawuru Ltd (ACN 137 306 917) of 55 Reid Road, Broome WA 6725 ("Lessor")

and

National Indigenous Pastoral Enterprises Pty Ltd (ABN 28 108 266 548) of level 7, 121 King William Street, Adelaide SA 5000 ("Lessee") as a wholly owned subsidiary of the Indigenous Land Corporation (ABN 59 912 679 254), a Commonwealth Statutory Corporation.

#### Definitions and Interpretation

##### 1.1 Definitions

In this Lease, unless the context otherwise requires:

**buildings and improvements** means the buildings, yards, drains, bores, bore drains, wells, ground tanks, reservoirs, dams, levee banks, fences, gates, grids, ramps, roads, private telephone lines, private powered lines, wiring, water pipes, gas pipes, sheds, dips, mailboxes, huts, cottages, homesteads, outbuildings, power generation plant and equipment, all pumping equipment, troughs, windmills, associated with existing livestock watering and all other plant and equipment and other structures of any kind on the land, all existing and developed stock bores;

**Capital Improvement** means any new, mutually agreed property development project that has been negotiated between the Lessor and the Lessee prior to the investment being made.

**Chattels** mean goods or chattels other than:

- i. The Chattels granted by the Lessee to the Lessor pursuant to the Deed of Grant;
- ii. Lessee's Fixtures held at the Premises by the Lessee from time to time;

**Deed of Grant** means the deed between the Indigenous Land Corporation and Nyamba Buru Yawuru Ltd (ACN 137 306 917) dated 1 September 2014.

**Further Term** means the further term described in Item 3;

**Head Lessor** means the Minister for Lands, Western Australia;

**Item** means an Item in the reference schedule to the Lease;

**Land** means the land described in Item 1, and includes the buildings and improvements;

**Law** means any Federal, State, Territorial or local government legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia, and includes any requirement of any statute, regulation, proclamation, ordinance, local law or by-law, present or future, and whether state, federal or otherwise;

**LAA** means the *Land Administration Act 1997 (WA)*

**Head Lease** means the Pastoral Lease comprising of Lot 270 on Deposited Plan 220197, Whole of Crown Land Title 3010/475 and Lot 524 on Deposited Plan 72594 Whole of Crown Land Title 3161/646. **Indigenous Protected Area Plan of Management** means the approved management plan for the Yawuru Indigenous Protected Area (IPA) as declared by the Australian Government (Cth).

**Lease** means this sublease and all annexures and schedules relating to the sublease;

**Lessee's Fixtures** means partitioning, fittings, plant, equipment, machinery, shelving, counters, signs, safes and other articles in the nature of trade or tenants' fixtures erected or installed in accordance with the management plan or otherwise, in or on the Premises or upon the Land by the Lessee from time to time;

**Lessor** means the Lessor named in this Lease and includes its successors and assigns and where the context so permits, the employees, agents, contractors and invitees of the Lessor;

**Lessor's Property** means fixtures, fittings, furnishings, plant, machinery and equipment of the Lessor erected or installed therein or upon the Land;

**Life Cycle Asset Plan** means the life cycle management plan to be prepared by the Lessee pursuant to this Lease;

**Minister for Lands** means a body corporate constituted under the *Land Administration Act 1997 (WA)*;

**Party** means a party to the Lease;

**Pastoral Industry Best management Practice** the guidelines as set out in the DAFWA publication - "Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia"

**Permitted Use** means the permitted use in Item 4;

**Premises** means the Land, including the building and improvements, together with any modifications, extensions or alterations to the buildings and improvements from time to time and where the context so permits includes the fixtures, fittings, furnishings, plant, machinery and equipment of the Lessor erected or installed therein or upon the Land and the Lessee's Fixtures; and

**Reference schedule** means the Reference Schedule described as such in the Lease.



**Rent** means the rent set out in Item 3;

**Station Operational Plan** – the annual livestock movements schedule and resulting budget for a 12 month period (typically a calendar year);

**Valuer** means a person licensed under the *Land Valuers Licensing Act 1978*.

## **1.2 Interpretation**

In this Lease unless the context otherwise requires"

- (a) Where used in the Lease words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
- (b) All heading in this Lease have been inserted for guidance only and do not form any part of the provisions of the Lease and shall not limit or govern the construction of the Lease.
- (c) Any reference in the Lease to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute referred to or incorporation any of its provisions.
- (d) A reference in the Lease to a body (including, without limitation, an institute, association or authority) or position:
  - (i) Which ceases to exist; or
  - (ii) Whose powers or functions are transferred to any other body or position,shall be deemed to be a reference to the body or position which replaces it or which substantially succeeds to its power or functions

## **1.3 Severability**

If any provision of the Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining provisions shall not be affected thereby and each provision of the Lease shall be valid or enforceable to the fullest extent permitted by law.

## **1.4 Business Days**

Where under the Lease or anything done pursuant to the Lease the day on or by which any act is to be done or is deemed to be done is a Saturday or a Sunday or a public holiday in the State of Western Australia such act may be done or shall be deemed to have been done on the next succeeding day which is not a Saturday, Sunday or such a public holiday.

## **1.5 Joint and Several**

Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

## **1.6 Contra Proferentum**

In the interpretation of the Lease no rules of construction shall apply to the disadvantage of one party on the basis that such party put forward the Lease or any part thereof.

## **2. Preservation of Native Title Rights**

### **2.1 The parties acknowledge that;**

- (a) The Yawuru People are the common law holders of exclusive possession and occupation native title rights and interests over the area of the premises in accordance with the Further Consolidated Amended Orders and Determination (as amended by the orders of French J made 23 November 2006, 30<sup>th</sup> April 2007 and 9<sup>th</sup> May 2007 and Branson, North and Mansfield JJ made 18<sup>th</sup> July 2008) in Sebastian and State of Western Australia Federal Court WAD 6006 of 1998 and WAD 223 of 2004 .
- (b) Subject to subclause c, the grant of the lease is subject to the co-existence of the Yawuru People's exclusive possession and occupation native title rights and interests with the rights and interests of the Lessee under this Lease.
- (c) The rights and interests of the Lessee prevails for the term/s under this Lease to the extent of any inconsistency with the Yawuru People's exclusive possession and occupation native title rights and interests which will be subordinate for the term/s of the Lease but will continue to exist and will not be extinguished.

### **2.2 The parties agree that they will use their best endeavours to negotiate and finalise a binding memorandum of understanding in part/s between the Indigenous Land Corporation, the Lessor, the Lessee and the Yawuru Native Title Holders Aboriginal Corporation in relation to the co-existence and concurrency of the respective rights of the Yawuru People and the Lessee including but not limited to the establishment of an implementation Committee to annually review operational plans (including Capex) for the premises, training opportunities and targets for the Yawuru particularly in relation to the development of managerial capacity and involvement in business opportunities and other relevant matters within one year of the date of execution of this lease.**

## **3. Reservation to Lessor**

### **3.1 Creation of Interests in land**

Subject to the consent of the Minister for Lands and the provisions of the *Land Administration Act 1997 (WA)*, the Lessor reserves the right to create any interest in respect of the Land, except that the Lessor may not create an interest that would:

- (a) Unreasonably, unnecessarily or substantially interfere with the Lessee's use or occupation of the Premises; or



- (b) Unreasonably, unnecessarily or substantially derogates from the enjoyment of the rights conferred on the Lessee by the Lease.
- 3.2 The Lessor shall give the Lessee at least 6 months written notice (unless the Lessee advises the Lessor in writing that it requires 12 months' notice, in which case the Lessor must agree to give 12 months' notice to the Lessee) of its intention to create any interest in respect of the land pursuant to subclause 3.1 and shall fully compensate the Lessee for any impact on Lessee's permitted uses of the Premises. Any dispute under this clause will be dealt with under clause 24.7
4. **Exclusion of the implied covenants and powers**
- 4.1 **Statutory Exclusions**
- The covenants and powers implied by the *Transfer of Land Act 1893* (WA) do not apply to this Lease and are not implied in this Lease unless expressly included.
- 4.2 **Whole Agreement**
- The provision contained in the Lease expressly or by statutory implication covers and comprises the whole of the terms of the Lease between the parties but without derogating from the rights of the parties under any collateral or other agreement between the parties.
5. **Manner of requesting and providing consent under lease**
- Where the Lessee is required under the Lease to request the consent or approval of the Lessor, such request shall be in writing and the consent or approval:
- (a) must be given or refused in writing;
- (b) may be given unconditionally or subject to reasonable conditions; and
- (c) may not be refused or delayed unreasonably.
6. **Lessor's powers of entry to be exercised reasonably**
- Except in the case of emergency, the Lessor shall exercise a power of entry under the Lease only at reasonable times, upon reasonable notice and in the company of representative of the Lessee (which the Lessee must provide when requested by the Lessor), and without causing undue interference with the use or occupation of the premises by the Lessee.
7. **Grant and term of lease**
- 7.1 **Grant and Term**
- The Lessor hereby Leases the Premises to the Lessee subject to the covenants and agreement for the term commencing and terminating on the dates set out in Item 3.



## **7.2 Option to Extend**

- (a) If the Lessee intends to take a lease of the premises for the Further Term commencing and terminating on these dates set out in Item 3, it shall give the Lessor notice of such intention not more than six (6) months and not less than three (3) months before the termination date of the Lease.
- (b) Where at the termination date of the Lease there is no subsisting breach of the Lease by the Lessee notice of which has been given by the Lessor, the Lessor must, after receipt of a notice under clause 7.2(a), lease the premises to the Lessee for the Further Term
- (c) The Lessee shall be deemed not to be in default under the Lease for the purposes of clause 7.2(b) if after having received notice of default the Lessee is taking reasonable steps to rectify such default within the period set out in the notice.
- (d) The provisions of the lease for the further term shall be the same as those of the Lease except that this clause will be omitted from the lease of the further term.

## **7.3 Holding over**

If the Lessee continues to occupy the premises after the end of the Lease with the consent of the Lessor, it will do so as a tenant from month to month. The terms of the Lease will apply to the tenancy as far as they may be applicable. Either the Lessor or the Lessee may end the tenancy by one month's notice to the other, expiring at any time.

## **8. Rent**

The Lessee must pay the Lessor the rent, on presentation of a correctly rendered Tax Invoice, set out in Item 3 for the term of the Lease:

- (a) by quarterly instalments in advance with the first instalment payable on the Commencement Date;
- (b) at the place and in the manner notified by the Lessor in writing at any time or in the absence of that direction, at the address specified in Item 2;
- (c) without deduction or abatement; and
- (d) without demand from the Lessor.

## **9. Review of Rent**

### **9.1 Market Rent review**

#### **(a) Review**

On each market review date set out in Item 3 the rent for the time being reserved under this Lease is to be reviewed to the then current market rental in relation to the rent payable for the rental period commencing on the relevant market review date.

**(b) Notice of Review**

The Lessor must give the Lessee a notice specifying an amount which is in the opinion of the Lessor would be the current market rent of the Premises on the relevant market review date.

**(c) Rejection Notice**

- (i) If the Lessee disagrees with the current market rent proposed pursuant to clause 0 and gives notice to the Lessor within 14 days after the notice is given to it then the dispute will be referred to a valuer(s) under clause 9.1(d) to determine the current market rent of the Premises on the relevant market review date.
- (ii) If the Lessee does not object to the amount specified by the Lessor within 14 days after the notice is given to it then the Lessee will be deemed to have accepted the amount specified as the current market rent payable from the relevant market review date.

**(d) Determination by valuer**

The current market rent of the Premises is to be determined by a Valuer appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either the Lessor or the Lessee:

- (i) having regard to the terms of this Lease;
- (ii) assuming the Lessee and the Lessor have complied with all the terms of this Lease;
- (iii) assuming the Lessor is a willing but not an anxious landlord and the Lessee is a willing but not an anxious tenant and that the Lessee is being offered the Premises with vacant possession;
- (iv) having regard to the current rental value of premises similar to the Premises; and
- (v) having regard to all other relevant valuation principles.

**9.2 Valuer as expert**

In determining the current market rent, the appointed valuer is to act as an expert and not an arbitrator and the appointed valuer's determination is conclusive and binding on the Lessor and the Lessee.

**9.3 No reduction of Rent**

Notwithstanding any other provision of this clause 9, on a review date under this clause 9, the rent is not to be reduced below that payable immediately prior to the relevant review date.

#### **9.4 Failure to notify review**

Any failure by the Lessor to notify the Lessee prior to each of the relevant market review dates of the intention of the Lessor to review the rent shall not prejudice the right of the Lessor to review the rent or have the rent reviewed retrospectively provided that the review does not occur later than 6 months after the relevant market rent review date.

#### **9.5 Date for commencement of reviewed Rent**

The new rent shall be payable and paid at the new rate from and including the relevant review date irrespective of when the reviewed rent is agreed or determined.

#### **9.6 Costs**

All costs incurred in the valuation and determination of the reviewed rent shall be paid by the parties equally.

#### **9.7 Payment of Rent pending review**

- (a) Until the determination of rent has been made the Lessee will pay rent to the Lessor at the existing rate until the market rent dispute is determined;
- (b) any variation in rent as the result of any review under clauses 9.4 and 9.5 will take effect on the review date;
- (c) within 14 days of the determination, the Lessor will refund any overpaid rent or the Lessee will pay any shortfall in rent payable prior to the review date.

### **10. Outgoings**

#### **10.1 Lessor's obligation to pay outgoings**

The Lessor must pay the outgoings specified in Item 5(a) when due and payable.

#### **10.2 Lessee's obligation to pay outgoings**

The Lessee must pay the outgoings specified in Item 5(b) when due and payable.

### **11. Yielding up**

#### **11.1 Yield Up**

Subject to fair wear and tear, the Lessee must forthwith upon the termination or sooner determination of this Lease yield up to the Lessor the premises in good repair, clean condition, tidy and free from rubbish.

#### **11.2 Lessee's Fixtures**

The Lessee shall not be entitled to remove the Lessee's Fixtures or any improvements carried out by the Lessee in accordance with the Life Cycle Asset Plan at the termination of the Lease.



### **11.3 Chattels**

The Lessee must on or before the termination of the Lease remove the Chattels from the Premises and make good any damage caused to the premises by such removal unless otherwise agreed by the parties.

## **12. Lessor's Rights**

### **12.1 Lessor's Rights**

Notwithstanding any rule of law or of equity it is expressly agreed that the Lessor shall not be entitled to re-enter forfeit terminate or determine the Lease, unless the Lessee shall be in default under this Lease in the circumstances referred to in sub-clause 12.3.

### **12.2 Preservation of the Lessor's Rights**

Nothing in the clause 12 shall limit restrict or prejudice the Lessor's right:

- (a) to claim damages in respect of any such default or breach or failure to observe or perform any of the covenants obligations or conditions of this Lease;
- (b) to claim specific performance of any of the covenants, obligations or conditions of this Lease;
- (c) to seek an injunction restraining the Lessee from continued or future default or breach in respect of any of the covenants, obligations or conditions of this Lease; or
- (d) against the Lessee otherwise at law or in equity.

### **12.3 Default**

The Lessee shall be in default under the Lease if:

- (a) the rent or any money payable by the Lessee is unpaid for 21 days after written notice is given to the Lessee;
- (b) the Lessee fails to comply with any of the covenants of this Lease within 21 days of being requested so to do by notice in writing by the Lessor;
- (c) if the Lessee ceases or threatens to cease to carry on business;
- (d) if the Lessee is a company:
  - (i) an order is made or a resolution is made for its winding up except for reconstruction or amalgamation;
  - (ii) if the company enters into a composition or a scheme of arrangement;
  - (iii) the company is unable to pay its debts when due;

- (iv) receiver or receiver and manager or controller (as defined in the Corporations Law) is appointed in respect of any part of the property of the company.

#### **12.4 Forfeiture of Lease**

Subject to giving any prior demand or notice required by any Law if the Lessee defaults as specified in clause 12.3 the Lessor may (but without prejudicing any other rights of the Lessor in law or equity consequent on the Lessee's breach):

- (a) re-enter and take possession of the Premises and eject the Lessee and all other persons and this Lease will terminate; or
- (b) by notice to the Lessee, terminate this Lease from the date of giving the notice.

#### **12.5 Tender after termination**

In the absence of any election by the Lessor, any money tendered by the Lessee after termination and accepted by the Lessor will be applied:

- (a) firstly, on account of any unpaid rent and other money due under this Lease at the date of termination; and
- (b) secondly, on account of the Lessor's costs of re-entry.

### **13. Lessor may rectify**

#### **13.1 Lessor may rectify**

Subject to the other provisions of the Lease, the Lessor may rectify a breach by the Lessee of any provision of the Lease.

#### **13.2 Lessee to Pay Lessor's Costs and Expenses**

The Lessee must within one month of being requested so to do by notice from the Lessor pay the reasonable costs and expenses for which the Lessor becomes liable or which the Lessor suffers or incurs as a consequence of or in connection with a breach of the Lease by the Lessee including but not limited to the cost and expense incurred by the Lessor in rectifying such breach.

#### **13.3 No Derogation**

Sub-clauses 14.1 and 14.2 shall not operate to limit or derogate from the Lessee's rights under the other provisions of the Lease or at law or in equity.

#### **13.4 Remedies Cumulative**

The rights granted to the Lessor under sub-clauses 14.1 and 14.2 shall be in addition to and not in substitution for the Lessor's rights under the other provisions of the Lease or at law or in equity.

**14. Ownership of Lessee's Fixtures**

**14.1 Ownership of Lessee's Fixtures**

The Lessee's Fixtures remaining at the termination date of the Lease shall become the property of the Lessor without payment of compensation upon being erected or installed in or on the premises or upon the Land.

**14.2 Removal and Replacement of Fixtures.**

The Lessee shall be entitled to remove or replace the Lessee's Fixtures during the term of the Lease except where such removal is inconsistent with the Life Cycle Asset Plan.

**15. Permitted Use**

**15.1 Permitted Use**

The Lessee may use the land only for the purpose specified in Item 4 of the Reference Schedule.

**15.2 Illegal Use etc**

The Lessee shall not use the premises for;

- (a) any immoral purpose; or
- (b) any purpose prohibited by law; or
- (c) any purpose not permitted by, or which is inconsistent with, the terms of any Lease under the *Land Administration Act 1997* (WA).

**15.3 Lessee's own Enquiries**

The Lessor does not warrant that the premises are suitable for the Permitted Use.

**15.4 Lessee's own Enquiries**

The Lessee acknowledges that before entering into the Lease it inspected the Premises and that in entering into the Lease it relies upon its own enquiries in relation to the Premises and accepts the premises in their present condition and state of repair and with all defects whether latent or patent.

**15.5 Lessee not to create danger or nuisance**

The Lessee must not do or omit to do or permit any act on or about the premises that may:

- (a) damage or render dangerous, untidy or unclean the Premises or any land or premises adjoining or surrounding the Premises; or
- (b) constitute a nuisance at law or a danger to the owners or occupiers of land or premises adjoining or surrounding the Premises.



## **15.6 Licences and Approvals**

The Lessee is to take out and at all times keep current all conditions required by law, licences, permits and approvals required to carry on the Permitted Use specified in Item 4.

## **16. Repair and Maintenance**

### **16.1 Lessee to Repair and Maintain**

- (a) Subject to fair wear and tear, the Lessee must during the term of the Lease keep and maintain the Premises and the Lessee's Fixtures and property including but not limited to all residences on the Premises in good repair and in their condition at the beginning of this Lease as recorded in the Life Cycle Asset Report.
- (b) The Lessee must repair defects and damage to the Premises caused by an act, omission, negligence or default of the Lessee.

### **16.2 Capital and Structural Works**

Subject to the Special Conditions, the Lessee's obligation under sub-clause 16.1 shall, without limiting the generality of that sub-clause, include the obligation to carry out work of a capital or structural nature.

### **16.3 Cleaning**

The Lessee must keep the Premises clean and tidy and free from dirt, rubbish, garbage, debris, weeds, vermin, rodents, pests, and diseases.

### **16.4 Fire control**

- (a) The Lessee must undertake controlled burns of the country in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) The Lessee must maintain adequate fire breaks on the Premises to reduce impact of bushfires.

## **17. Additional Lessee Covenants**

### **17.1 Fencing**

Subject to the Special Conditions, the Lessee shall at its own cost and expense and in a proper and workmanlike manner:

- (a) repair and maintain any boundary and subdivisional fences existing on the land at the date of commencement of the Lease in accordance with clause 16.1;

### **17.2 New Fencing**

Subject to the Special Conditions, the Lessee must obtain the prior written consent of the Lessor to the construction of new fences and new fences in new locations. Any application



for consent must be accompanied by details of the proposed location of the fence and details of the construction of the fence. If the Lessor consents to the construction of the new fence, then the Lessee must construct the fence in accordance with the Lessor's consent.

#### **17.3 Lessee to Comply with Laws**

The Lessee must comply with all Laws affecting the Land or the way the Lessee uses the Land. The Lessee, at its own cost, is to carry out any alterations, additions and repairs (including but not limited to structural alterations, additions and repairs ) to the Land required by any Law or any notices given under any Law if their necessity had been caused by either the Lessee or the way the Lessee has used the Land.

#### **17.4 Laws in relation to use and occupation**

Without limiting the generality of clause 17.3, it is an express condition of this Lease that the Lessee shall at all times observe all Laws in relation to use, occupation, development or building upon the Land or the carrying out of any renovation, refurbishment, repair, alteration, or other work to the Premises or on the Land and shall comply with all notices issued in pursuance thereof as though the Lessee was the freehold owner of the Land.

#### **17.5 Pest and Noxious Weed Control**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations, the Lessee must take all reasonable steps to keep the land free of rabbits, feral camels, foxes and other vermin, and noxious weeds, prohibited shrubs and vegetation, and comply with all Laws relating to them.

#### **17.6 Infectious Diseases**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations:

- (a) The Lessee must give notice of all infectious illnesses to humans and livestock to the Lessor and all relevant public authorities as required by Law.
- (b) The Lessee must, at its own cost, comply with all requirements of all public authorities under any Law regarding fumigation, disinfection, eradication and prevention of such diseases. The Lessee must also comply with requirements of all Laws regarding the quarantining of stock.

#### **17.7 Livestock**

The Lessee must maintain quality and marketable breeds of livestock on the premises which shall be managed in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.

#### **17.8 Timber and Vegetation.**

The Lessee must not clear any timber and vegetation on the premises except for the purposes of the maintenance or construction of fencing.

#### **17.9 Quotas, Licences and Permits**

The Lessee must do all things reasonably necessary to ensure that any quota, licence or permit now or in the future in relation to the Land or any activity on the Land is preserved.

#### **17.10 Ecologically Sustainable Rangelands Monitoring Plan**

The Lessee agrees that it shall undertake the development of the Roebuck Plains Ecologically Sustainable Rangelands Monitoring (ESRM) station management plan jointly with the Yawuru Indigenous Protected Area (IPA) team for the identification of the cultural, ecological, social and economic values on the premises.

The Lessee agrees that it will work with the IPA team also in accordance with the IPA Plan of Management to ensure the adaptive management strategies contained therein are implemented in accordance with mutually agreeable budget and resource allocation.

#### **18. Lessor's Powers of Entry**

##### **18.1 Compliance by Lessor with requirements of competent authority**

Subject to giving the Lessee reasonable notice the Lessor may enter the premises for the purpose of complying with any requirement of a competent authority or with any requirements of any Law where the Lessee is not obliged under this Lease to comply with the requirements of the Law.

##### **18.2 Lessor May Enter to View the Land**

Subject to giving the Lessee seven days' notice, the Lessor or any person authorised by the Lessor, may enter the Premises and view the state of repair and condition of the Land. The Lessor may notify the Lessee of any defects and require the Lessee to remedy them as required by the Lease within a reasonable time.

##### **18.3 Lessor may enter for the purposes of IPA land management work**

The Lessor or any person authorised by the Lessor may enter onto the premises for the purpose of carrying out on ground works under the IPA Plan of Management

#### **19. Quiet enjoyment**

Subject to complying with the provision of the Lease, the Lessee may peaceably possess and enjoy the premises for the term of the Lease without any interruption or disturbance from the Lessor except where such interruption or disturbance is permitted by other provisions of the Lease or by law.

#### **20. Lessee to effect insurance**

##### **20.1 Lessee to Insure Improvements**

Subject to the Special Conditions, the Lessee must at its cost insure and keep insured during the term of the Lease the Premises for not less than their full replacement or reinstatement



value against loss, damage or destruction from any insurance risk against which the Lessee is reasonably required to insure by the Lessor from time to time including but not limited to loss, damage or destruction from fire, explosion, cyclone, storm, tempest, lightning, wind, hail, earthquake, water, smoke, sprinkler leakage, flood, riot, civil commotion, malicious damage, impact by vehicles or aircraft, objects falling from aircraft, theft and vandalism.

#### **20.2 Public Liability Insurance**

The Lessee must at its cost effect and keep current in relation to the premises during the term of the Lease a public risk insurance policy for an amount insured in respect of each occurrence of at least twenty million dollars (\$20,000,000.00).

#### **20.3 Workers' Compensation Insurance**

The Lessee is required to maintain appropriate Workers' Compensation Insurance.

#### **20.4 Certificate of Currency**

A Certificate of Currency is to be provided to the Lessor on renewal of the policy each year for each of the policies described in clauses 20.1, 20.1and 20.3.

### **21. Lessee to release and indemnify Lessor**

#### **21.1 Indemnity**

The Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Lessor from and against all actions, claims and demands made against the Lessor in respect of any damage to or loss of property, personal injury or death sustained in or in connection with the Premises or the Lessee's use or occupation thereof.

#### **21.2 Lessor's negligence**

Sub-clause 21.1 shall not apply in respect of damage, loss, injury or death caused by a wilful or negligent act or omission of the Lessor.

### **22. Notices**

#### **22.1 Method**

A notice given by a party under the Lease must be in writing and hand delivered or sent by pre-paid ordinary or certified post to the other party at the address set out in Item 2 unless and until a party gives notice to the other of another address for the giving of notices.

#### **22.2 Date of Service**

Any notice given by post shall be deemed to have been duly given on the second day after the day it was posted.

## **23. Costs, Stamp duty and registration**

### **23.1 Legal costs**

The parties shall pay their own legal costs and expenses in relation to this Lease.

### **23.2 Duty and Registration Fees**

The Lessor shall pay any duty payable on this Lease, the cost of producing any title at the Land Titles Office of Western Australia to enable registration of the Lease and the cost of registration.

### **23.3 Consent and Approval Fees**

- (a) The grant of this Lease is subject to and conditional upon the consent of the Minister under section 18 of the LAA.
- (b) Where under this Lease the doing or executing of any act, manner or thing by the Lessor or the Lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.
- (c) The Lessor must obtain the Ministers consent to this Lease.
- (d) The Lessee must pay the reasonable legal costs and expenses which the Lessor incurs in consequence of or in connection with granting its approval or consent under the Lease.

### **23.4 Parties Responsible For Own Costs**

Whenever a party is required under the Lease to do any act, the doing of such act shall, unless the Lease otherwise provides, be at the sole risk and expense of that party.

### **23.5 Changes to sublease**

The Lessee must pay the costs for the preparation, negotiation and execution of any variations to this Lease agreed by the parties during the term or any further term of this Lease.

## **24. Head Lease**

### **24.1 Inclusion of terms of Head Lease**

Except as to the Term and the Rent and otherwise herein expressly or by necessary implication excepted or modified, this Lease is made upon the same terms as the Head Lease which shall apply *mutatis mutandis* as between the Lessee and the Lessor as if the terms, agreements, covenants and conditions of the Head Lease were expressly set out herein as an exception to this clause



#### **24.2 Lessor to observe the Head Lease**

The Lessor covenants with the Lessee to comply with and observe all the terms agreements covenants and conditions of the Head Lease.

#### **24.3 Termination of Head Lease**

If the Head Lease is terminated for any reason whatsoever then this Lease shall also terminate simultaneously with the termination of the Head Lease and the Head Lessor shall be entitled to enter into possession of the Premises and the Lessee shall have no claim whatsoever against the Head Lessor.

#### **24.4 Assignment & Subletting**

- (a) The Lessee must not, without the prior written consent of the Lessor (which consent must not be unreasonably withheld or delayed) or, without limiting the generality of section 18 of the LAA, without the prior written consent of the Minister:
  - (i) part with possession of, share possession of or sublet the Premises; or
  - (ii) mortgage, charge or in any way encumber the Lessee's estate or interest in the Premises or its rights and powers as Lessee under this Lease; or
  - (iii) dispose of, deal with, or assign its estate or interest in the Premises or its rights and powers as Lessee under this Lease; or
  - (iv) otherwise deal with any interest whatsoever in the Premises or the Lessee's estate or interest under this Lease.
- (b) Any consent of the Minister under clause 24.4(a) may be subject to such terms and conditions as the Minister in its absolute discretion may impose.
- (c) For the purposes of clause 24.4(a)(iii) where the Lessee is a corporation (not being a corporation where shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 50 of the Corporations Law) in the corporation or any related body corporate (within the meaning of section 50 of the Corporations Law) shall be deemed to be an assignment of the Premises and the benefit of this Lease and must require prior approval in writing of the Minister.
- (d) The Lessee acknowledges:
  - (i) the provisions of section 18 of the LAA relating to the Lessee's obligation to obtain the Minister's prior written approval to deal with any interests in the Premises or the Lessee's interest in this Lease; and
  - (ii) the Minister may, before giving approval under section 18 of the LAA, in writing require:

- (A) such information concerning the transaction for which approval is sought as the Minister specifies; and
  - (B) information furnished in compliance with this clause to be verified by statutory declaration.
- (e) The provisions of sections 80 and 82 of the *Property Law Act 1969* (WA) are hereby excluded.

**24.5 Waiver negatived**

No waiver by the Lessor of a breach of any provision on the part of the Lessee in this Lease shall operate as a waiver of another provision in the Lease and the Lessor's failure to take advantage of or act upon any breach on any provision on the part of the Lessee shall not be or be construed as a waiver thereof.

**24.6 Partnership negatived**

Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party as creating the relationship of a partnership or of principal and agent or joint venture between the parties to this Lease.

**24.7 Dispute resolution**

- (a) Any dispute arising under clause 3.2 as to the compensation payable to the Lessee is to be determined by a properly qualified member of the Australian Property Institute appointed by the president at the request of either the Lessor or the Lessee.
- (b) In making a determination, the appointed member must act as an expert and not as an arbitrator.
- (c) The appointed member must make a written determination containing reasons as soon as possible after appointment, but the member must give each party the opportunity to make written submissions.
- (d) The cost of the determination must be paid by both parties in equal shares unless otherwise decided by the member.

**25. GST**

**25.1 GST payable**

The Lessee must pay to the Lessor any GST payable by the Lessor in accordance with the requirements of the GST Act. Such payments are to be made by the Lessee prior to the date for payment of the GST by the Lessor or on the dates for the payment of Rent, and other moneys payable under this Lease whichever is the earlier.

**25.2 GST exclusive**

Any Rent or other payment obligation stated or referred to in this Lease does not include GST unless it is expressly included and GST must be paid in addition to that Rent or payment obligation. Unless GST is expressly included, the consideration for any supply by the Lessor to the Lessee is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.

**25.3 Tax invoice**

If registered for GST, the Lessor must provide to the Lessee a GST tax invoice as required by the GST Act.

**25.4 Definitions**

**In this clause/s**

**GST** means a goods and services tax payable under the GST Act or which is or may be levied or assessed or become payable in respect of Rent, Outgoings or in connection with the supply of the Premises or any goods, services, facilities or other things by the Landlord to the Tenant under this Lease or any extension, renewal or holding over;

**GST Act** means *A New Tax System (Goods and Services) Act 1999 (Cth)* and transitional and amending and associated acts and regulations;

**26. Special Conditions**

Special Conditions in the Reference Schedule apply to this Lease and this Lease is granted subject to and conditional upon those Special Conditions. In the event of an inconsistency between this Lease and the Special Conditions, the Special Conditions are to prevail.



**EXECUTED** by the parties as a Deed

Executed by National Indigenous Pastoral )  
Enterprises Pty Ltd (ABN 28 108 266 548) in )  
accordance with section 127 of the )  
Corporations Act 2001 in the presence of: )  
)

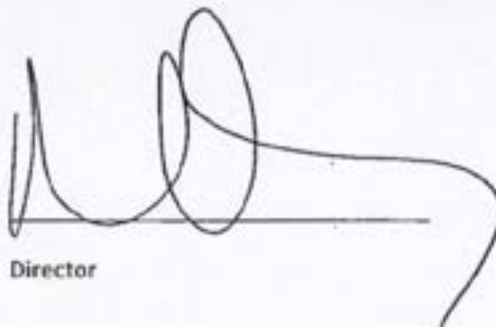


Director

GRAHAM ATKINSON

Name of Director

(BLOCK LETTERS)



Director

NEIL WESTBURY

Name of Director

(BLOCK LETTERS)

Executed by NYAMBA BURU YAWURU PTY LTD (ACN 137  
306 917) in accordance with section 127 of the  
Corporations Act 2001 in the presence of:

)  
)  
)  
)  
)  
)

Patrick Dodson

Director

Nichole

~~Director~~/Company Secretary

PATRICK LIONEL DODSON

Name of Director

(BLOCK LETTERS)

RODNEY FRANCIS NICHOLE

Name of ~~Director~~/Company Secretary

(BLOCK LETTERS)





## Reference Schedule

### Item 1 –Description of land

Lot 270 on Deposited Plan 220197, Whole of Crown Land Title 3010/475 and Lot 524 on Deposited Plan 72594 Whole of Crown Land Title 3161/646

### Item 2 – Address for Service of Notices

**Lessor's address:** Nyamba Buru Yawuru Ltd  
55 Reid Road  
Broome WA 6725]  
[PO Box 425 Broome WA 6725

**Lessee's address:** National Indigenous Pastoral Enterprises Pty Ltd  
Level 7  
121 King William Street  
ADELAIDE SA 5000  
(PO Box 652 Adelaide)

### Item 3 – Term / commencement Date / Termination Date / Option Term

By Deed of Grant dated the 1<sup>st</sup> September 2014 the Lessor agreed to grant a Sublease to the Lessee commencing immediately upon the effective renewal of the Head lease provided that the Term of the Sublease was to be reduced by 12 months:

<b>Term:</b>	6 years
<b>Commencement Date:</b>	<u>1 July 2015</u>
<b>Terminating Date:</b>	<u>30 June 2021</u>
	<u>8 years</u>
<b>Further Term:</b>	<u>1 July 2021</u>
<b>Further Term Commencement Date:</b>	
<b>Terminating Date of Further Term:</b>	30 June 2029
<b>Rent:</b>	\$340,000 per annum (exclusive of GST)
<b>Market review dates:</b>	1 <sup>st</sup> July 2016, 1 <sup>st</sup> July 2018, 1 <sup>st</sup> July 2021, 1 <sup>st</sup> July 2023, 1 <sup>st</sup> July 2025

#### Item 4 – Permitted Use

Pastoral activities only consistent with the Head Lease (and as renewed from 1 July 2015) terms and conditions in force for the duration of this Lease and for pastoral purposes pursuant to Section 106 of the LAA.

#### Item 5 – Outgoings

##### 5(a) Lessor outgoings

- Council rates, fixed water Fee,
- Lessor must reimburse the Lessee for insurance premiums related to buildings and improvements owned by the Lessor taken out by the Lessee pursuant to clause 20.1.

##### 5(b) Lessee outgoings

- All outgoings other than the Lessor outgoings.
- Lessee must also pay:
  - » Pastoral Lease annual rental;
  - » All services separately metered to the property;
  - » All stock and domestic water charges (except for fixed licence fees);
  - » All waste disposal charges;
  - » Any other utilities or consumables used or consumed on the Property; and
  - » Other rates, charges imposed directly on the Property, the Lessee's pastoral operations, Lessee's property and the Lessee's occupation of the Property.

#### Item 6 Special Conditions

##### 1. Stocking

- (a) It is agreed by the Lessee that the Premises will be stocked with quality and marketable breeds of cattle and at appropriate levels to ensure the sustainable good stewardship of the Premises in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.

- (b) It is agreed by the Lessee that the average stocking levels on the property over any three year period will not exceed 18,000 Cattle Units (annualised). A Cattle Unit is as defined by the Pastoral Lands Board.
- (c) It is agreed that the Lessee may use the land for grazing of cattle, horses and other livestock on the land.
- (d) The Lessor must promptly submit all required livestock returns to the Pastoral Lands Board as required.

## **2. De-stocking at the end of the Lease**

The Lessee, subject always to good animal husbandry practice and its obligations under relevant Animal Welfare legislation must, at the termination or sooner determination of this Lease, if so directed by the Lessor, fully destock the Premises of all livestock in the control of the Lessee. The Lessee agrees to grant the Lessor the right of first refusal to purchase the livestock at market value (with a period of offer of not less than 60 days to exercise the right).

## **3. Change of Permitted Use of the Premises.**

The Lessor reserves the right to allow or deny the Lessee's application for any permits pursuant to Division 5 (Permits) of the LAA. Any consent of the Lessor under this special condition may be subject to such terms and conditions as the Lessor may in its absolute discretion impose including but not limited to varying the rent and other lease terms and conditions.

## **4. Structure Expenditure - Lessor**

The Lessor will be required during the term and any further term to replace, renew, upgrade and/or make good, all structures on the Premises which have reached the end of their useful life, or require one off major repairs to preserve or extend their useful life. It is acknowledged by the Lessor and Lessee that several of the existing buildings (namely the training room; trainee accommodation rooms; swimming pool and trainees' recreation room as identified in the plan attached) are an overcapitalisation of the premises for pastoral purposes due to the pastoral training activities currently undertaken by the Lessee. This fact must be considered when assessing the Lessor's obligation to replace, renew, upgrade or make good all structures on the Premises and in which respect such an obligation only arises on the Lessor where such an obligation is reasonable in light of this fact.

If the parties cannot agree on whether a required activity is the Lessor's obligation for Structure Expenditure or a Lessee's obligation to maintain, repair, replace, upgrade or make good Structures under this Lease then:

- (a) either party may notify the other party of the dispute in writing and provide written reasons of dispute within 30 days of giving the notice of dispute. The other party must provide a response in writing within 30 days of receipt of the written reasons for dispute;
- (b) the parties must meet to resolve the dispute within 30 days of the written response being provided;
- (c) if agreement is not reached, either party can refer the matter to an independent expert for a decision. If parties cannot agree on an expert then the dispute will be determined by a properly qualified member of the Australian Property Institute who is appointed by the President at the request of either the Lessor or the Lessee and who shall act as an expert.



- (d) both parties agree that the expert's decision is final;
- (e) each party must pay 50% of the expert's costs.

The Lessee shall pay for any structural expenditure for a period of three (3) years from the 1<sup>st</sup> July 2014 to the 30<sup>th</sup> June 2017.

#### **5. Structure Expenditure – Lessee**

Special Condition 5 overrides and replaces Special Condition 4 to the extent of any inconsistency between this Special Condition 5 and Special Condition 4.

The Lessee will be required to maintain and repair all structures impacted by wear and tear or incidents associated with their operation of or residence at the Premises. In addition, where a structure has naturally reached the end of its useful life, or requires a major one off repairs, upgrade or part replacement to extend or preserve its useful life, and the cost to address this item does not exceed the Structure Repair and Replacement Threshold of \$20 000 (Twenty Thousand Dollars) per year, the Lessee is also required to make good the structure or item at its own cost, regardless of the nature of the work for the balance of the term of the Lease from the 1<sup>st</sup> July 2017 and for any further terms. The Lessee will also be required, at its cost whether or not the Lessee has received proceeds of insurance to repair any structure impacted by an act, omission, negligence or default of the Lessee, its agents, employees and/or contractors.

For the avoidance of doubt the Lessee shall pay for any structural expenditure for the premises for a period of three years (3) from the 1<sup>st</sup> July 2014 to 30<sup>th</sup> June 2017 and thereafter for the remainder of the first term and any further term, the Lessee shall pay for any structure expenditure not exceeding the Structure repair and replacement of \$20 000 (Twenty Thousand Dollars) per year.

#### **6. Further Special Conditions**

- (a) The Lessee is to provide the Lessor each year upon request and no later than the anniversary of the commencement date of the term of this Lease with all essential information associated with pastoral activities on the Premises. In particular and including but not limited to
  - (i) a Station Operational Plan estimates provided annually;
  - (ii) a Station Operational Plan actuals provided annually;
  - (iii) any relevant information procured or utilised by the Lessee in the preparation of the Operating Plan including stocking history, soil tests, weed management plan, feral control, water use, weed resistance tests and agronomic advice,
  - (iv) Annual Actual versus Budget cash report as provided annually to the Board of the Indigenous Land Corporationto the satisfaction of the Lessor, acting reasonably.

7. **Rental Increase For Capital Improvements and Investments during the further term of the Lease.-**  
The Lessee will pay 6.25% of the cost of any mutually agreed capital improvements and investments to the premises as an increase of rent from the date on which the capital improvements and investments are made and completed until the date of the next rent review when the value of the capital improvements and investments will be included in the assessment of the review of the market rent for the premises.

- (a) The Lessee must promptly submit all required livestock returns to the Pastoral Lands Board as required and must operate the Premises in a manner which is in compliance with the Pastoral Lease Conditions and must not do anything that would lead to the Lessor being in breach of the Pastoral Lease Conditions or any other Law.

8. **Work Health and Safety**

The Lessee will be required to:

- (a) acknowledge that it has management and control of the Premises for the purposes of the WH&S Laws;
- (b) comply with all its obligations under WH&S Laws;
- (c) have in place appropriate WH&S Systems;
- (d) co-operate with any all relevant authorities and the Lessor in relation to compliance issues, hazards or incidents occurring on the Premises; and
- (e) release and indemnify the Lessor from and against any damage, expense, loss, liability or claim associated with a breach by the Lessee of the Lessee's obligations under this Lease.

For the purposes of this Special Condition:

**WH&S Laws** means the Workplace Health and Safety Act 2011 (Cth) and related regulations.

**WH&S Systems** means those safe systems, procedures, standards and policies as prescribed by the relevant State and Commonwealth Laws and Regulations/

9. **Life Cycle Asset Plan**

The Lessee must prepare a Life Cycle Asset Plan for the Premises at the Lessee's cost for the term/s of the Lease to assist the parties in planning for the capital expenditure required during the term/s. The Parties agree to jointly brief the selected expert and jointly attend any on ground assessment on or before the 30th day of June 2015.

The Life Cycle Asset Plan shall record and/or contain details of the current state of assets on the premises, including an inventory and description of the assets, their location and those critical assets to the sustained performance of the premises, an assessment of their condition, an assessment of remaining useful life and a determination of asset values and replacement costs and an assessment of the costs of one off replacements of assets.

10. **Annual Meetings**

The parties must meet at the end of the wet season or at such other times during the year as the parties may otherwise agree to discuss the operations of the premises under the Permitted Uses



and any future use proposals, employment and training opportunities, the Life Cycle Asset Plan, structure expenditure and any other relevant matters.

**11. Surrender of Land**

In the event that Lot 524 on Deposit Plan 72594 is surrendered by the Lessor to the State Government of Western Australia for the purposes of the Broome Road Airport Site, the rent shall be reduced in proportion to the reduction in the area of the Premises as a result of the surrender.

**12. Lessor – Sole Contact**

- (a) For the avoidance of doubt the Lessor remains the sole contact for all matters pertaining to land administration and operation of the lease including but not limited to the receipt of correspondence in relation to Rangeland Conditions Assessments/Audits and Follow Up Inspections and directives from the Pastoral Lands Board, the receipt of rent invoices from and the payment of rent to the Pastoral Lands Board, the submission of Annual Returns to the Pastoral Lands Board and formal advice of the change of contact details of the Lessor.
- (b) The Lessor will promptly provide all relevant correspondence and documents to the Lessee on receipt from the Pastoral Lands Board.

**13. Lessor's liability for breach.**

The Lessor remains liable to the Minister for Lands and the Pastoral Lands Board for any breaches of its obligations under Headlease and the Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Lessor from and against all actions, claims and demands made against the Lessor by the Minister of Lands and/or the Pastoral lands Board in respect of any breaches of the Lease in connection with the Premises or the Lessee's use or occupation thereof.





**Australian Government**  
**Indigenous Land Corporation**

*Commercial in Confidence*  
**BOARD GRANT OF LAND DECISION**

Decision No 386

BOARD MEETING No:	178
MEETING DATE:	12 August 2014
REFERENCE Nos:	LA/0501 & M/3782
PROJECT NAME:	Roebuck Plains Station
APPLICATION Nos:	LA/0501 & M/3782
BY:	Nyamba Buru Yawuru Ltd (THB)
FOR:	Roebuck Plains Station

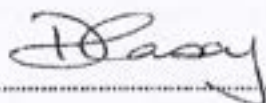
**THE BOARD OF DIRECTORS OF THE INDIGENOUS LAND CORPORATION:**

**Grant of Land**

1. **Notes** the grant of land accords with the:
  - (a) Statutory functions of the ILC, in particular Section 191D of the *Aboriginal and Torres Strait Islander Act 2005 (Cth)* (ATSIA Act)
  - (b) National Indigenous Land Strategy and
  - (c) Regional Indigenous Land Strategy for Western Australia.
2.
  - (a) **Notes** that, in reaching this decision, the ILC Board has considered all the material contained in the Board Report.
  - (b) **Agrees** that the proposed Title Holding Body has demonstrated its capacity and commitment to own and sustainably manage the property.
3. **Accepts** the risks and proposed treatments as identified in the Board Report.
4. **Agrees** to the proposed conditions on the grant, including the THB sub-leasing the property to the Indigenous Land Corporation for a term of seven (7) years plus one right of renewal for eight (8) years.

5. **Agrees** that these conditions also include the establishment of the Infrastructure Investment Sinking Fund for the purposes of capital infrastructure investment on the property.
6. **Notes** that a caveat **will** be lodged on the property.
7. **Agrees** that the ILC:
  - (a) Grants \$1,500,000 to the THB for the establishment of the Infrastructure Investment Sinking Fund as per paragraph 5 (Project M/3782)
  - (b) Allocates up to \$629,486 GST exclusive for the payment of stamp duty (Project LA/0501)
  - (c) Allocates up to \$10,000 GST exclusive sign-on fee for the THB to progress with transfer of the lease (Project LA/0501).
8. **Resolves** to proceed to grant the land to Nyamba Buru Yawuru Ltd pursuant to section 191D(1)(a) of the *ATS/ Act*.
9. **Resolves** to proceed to grant the money to Nyamba Buru Yawuru Ltd pursuant to section 191E of the *ATS/ Act*.
10. **Directs** the Chief Executive Officer to proceed to effect the grant of the land to the THB and enter into the sublease with the THB including executing all necessary deeds, sublease and associated documents to effect:
  - i. the grant of land
  - ii. the grant of money
  - iii. the subleaseas described above.

SIGNED, Dr Dawn Casey, Chair



Date: 12.08.14



**Government of Western Australia**  
**Department of Lands**

**Land Asset Management and Projects**

Our ref: A5177085  
Enquiries: Gillian Taylor  
Tel: (08) 5552 4573  
E-mail: plb@lands.wa.gov.au

27 August 2014

Indigenous Land Corporation  
By Email: [Tri.Nguyen@ilc.gov.au](mailto:Tri.Nguyen@ilc.gov.au)

Dear Mr Nguyen,

**ROEBUCK PLAINS STATION – PASTORAL LEASE PL 3114/499, CROWN LEASE  
CL 516-1997 - PERMISSION TO SELL APPROVAL**

Thank you for your application for permission to sell the above mentioned pastoral lease. I am pleased to advise that Ministerial Approval has been granted, in accordance with sections 18 and 134 of the *Land Administration Act 1997 (LAA)*, subject to the following conditions:

1. Submission of the 2013/14 Livestock and Improvement Declaration.
2. All rent on Crown, Pastoral and General Leases you hold is to be paid in full prior to transfer.
3. The proposed purchaser acknowledging in writing that they are aware that following proposed legislative amendments to the LAA they will be required to:
  - participate in a system of monitoring which may require the lessee installing up to 45 permanent monitoring sites on Roebuck Plains station;
  - collect data from the monitoring sites according to an approved methodology and;
  - report on data collected from the monitoring sites to the Pastoral Lands Board (Board) when requested.
4. The proposed purchaser acknowledging in writing that they are fully aware of and agree to abide with Part 7 of the LAA provisions in respect to pastoral leasing, and Parts 9 and 10 of the LAA in respect to compulsory acquisition of interests.
5. The proposed purchaser acknowledging in writing that they are aware of the provisions of the *Soil and Land Conservation Act 1945*.
6. The proposed purchaser advising in writing that at least 50% Australian Equity and control will be maintained during the tenancy of the lease.
7. The proposed purchaser advising in writing that pursuant to section 136 of the LAA a transfer of the lease to the purchaser will not result in land imputed to persons exceeding 500,000 hectares. Concentration of ownership in excess of this will require Ministerial consideration to determine that the transfer would not result in so great a concentration of control to be against the public interest.
8. The proposed purchasers must submit to the Board a plan for the lease, including:



- Evidence of sufficient financial capacity to manage and work the land under the lease to its best pastoral advantage (section 108 LAA) and to pay the annual lease rent (section 125 LAA), as a minimum; and
  - Details of management proposed, including the class of livestock and any other activities expected to be undertaken on the lease (subject to Part 7 Division 4 of the LAA).
9. The proposed purchaser providing in writing the total purchase price paid for the pastoral lease.
  10. The proposed purchaser providing in writing the total number of livestock included in the sale of the pastoral lease.
  11. The proposed purchaser being provided with a copy of the Rangeland Condition Assessment (RCA) dated 3 October 2013 with the purchaser advising in writing that they acknowledge the content of the report.
  12. The proposed purchaser advising in writing that they acknowledge that the lease forming this station will be renewed following expiry on 30 June 2015 subject to:
    - (a) Compliance with lease conditions, including stocking requirements and maintenance of infrastructure, at the time of expiry on 30 June 2015;
    - (b) There being no Soil Conservation Notices or other orders by the Soil and Land Conservation Commissioner in force;
    - (c) There being no unfulfilled requirements of the Commissioner of Soil and Land Conservation in relation to observance of lease conditions under the Soil and Land Conservation Act 1945
    - (d) There being no unfulfilled requirements of the Pastoral Lands Board or the Minister in relation to observance of lease conditions under the LAA;
    - (e) The annual lease rental for the lease at 30 June 2015 (determined by the review in 2014) will apply to the renewed lease. The first rental review for the renewed lease will be in 2019 and thereafter every five years in accordance with section 123(4) of the LAA; and

The term of the new lease will be for the term of the current lease, being 46 years 6 months 21 days.

13. That the proposed purchaser advise in writing that they acknowledge that Lot 524 on Deposited Plan 72594 is required for the future relocation of the Broome Airport, and consequently agree to the surrender of Lot 524 at a future date.
14. Our records indicate that a section 79 lease (J298931) is held by the current registered lessee, the Indigenous Land Corporation. This lease is a stand-alone lease and is not currently linked to Roebuck Plains Pastoral lease. The proposed purchaser is to acknowledge in writing that they will apply to Ms Leanne Shaw, A/Project Officer, Regional and Metropolitan Services, Department of Lands on telephone 08 6552 4615 if they wish to transfer the section 79 lease. If approved this will occur under section 18 LAA prior to endorsement of Ministerial Consent on the transfer documents.

**Attached** for your information is a copy of the RCA. The RCA contains information in regard to the condition of the rangeland systems and management advice. Also **attached** is a copy of information about the upcoming changes to Rangeland Condition Monitoring.

As the current lessee, the Indigenous Land Corporation remains responsible for carrying out all the management actions contained in the RCA and specified within the conditions of sale, until such time as the property is sold.

The approval to offer this pastoral lease for sale is valid for a period of twelve (12) months from the date of this letter. Should a sale not be finalised within this period, a further written application for permission to sell will be required.

Once a purchaser has been confirmed, it will be necessary for the purchaser to be provided with:

- a copy of this letter;
- the Rangeland Condition Assessment;
- the Appendices A and B; and
- Information on changes to Rangeland Condition Monitoring.

Approval of all transfers is required from the Hon. Minister for Lands. In order for Ministerial Approval to be granted, the proposed purchaser must make an application in writing to the Pastoral Land Unit, Department of Lands. The application needs to separately address each of the conditions above with the exception of conditions 1 and 2 which remain the responsibility of the current lessee (vendor).

It is strongly recommended that the proposed purchaser reviews the information provided and contacts Ms Gillian Taylor, Project Leader-Land Tenure, Pastoral Land Unit, Department of Lands on 6552 4573 prior to submitting an application.

Yours sincerely



**Karel Eringa**  
**Manager – Pastoral Land**

Attachments:

Rangeland Condition Assessment

Appendices A and B

Information on changes to Rangeland Condition Monitoring

DEED OF  
GRANT

**INDIGENOUS LAND CORPORATION**

**AND**

**NYAMBA BURU YAWURU LTD**

**GRANT OF LAND**

**In Relation To**

**ROEBUCK PLAINS STATION**



THIS DEED is made this 1<sup>st</sup> day of SEPTEMBER. 2014

**BETWEEN**

**INDIGENOUS LAND CORPORATION (ABN: 59 912 679 254)** of Level 7, 121 King William Street, Adelaide 5000 in the State of South Australia (ILC).

**AND**

**NYAMBA BURU YAWURU LTD (ABN 87 137 306 917)** an incorporated Aboriginal association under the *Corporations Act 2001* (Cth), of 55 Reid Road, Broome 6725 in the State of Western Australia (**Corporation**).

**WHEREAS**

- A Section 191D(1) of the ATSI Act provides that the ILC may acquire by agreement interests in land for the purpose of granting an interest in the land to an Aboriginal or Torres Strait Islander Corporation.
- B The ILC wishes to grant an interest in the Land to the Corporation, in accordance with and subject to this Deed and the provisions of the ATSI Act.
- C The parties have agreed to enter into this Deed to effect the grant on the terms and conditions provided for herein.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1. INTERPRETATION**

**1.1 In this Deed:-**

'Aboriginal or Torres Strait Islander Corporation' has the meaning given to those words in the ATSI Act;

'Aboriginal person' has the meaning given to those words in the ATSI Act.

'ATSI Act' means the *Aboriginal and Torres Strait Islander Act 2005* (Cth) as amended from time to time;

'Caveat' means a caveat, prepared in accordance with clause 2.2b) of this Deed;

'Chattels' means the items listed in Attachment "B";

'Charge' means a charge created in any way and includes a mortgage and an agreement to give or execute a charge or mortgage, whether upon demand or otherwise;

'Certificate of Title' means the certificate of title in respect of the Land;

---

**'Consent'** means the prior written consent of the ILC Board or its delegate, which is to be provided in a form approved by the ILC Board;

**'Corporation'** means Nyamba Buru Yawuru Ltd (ABN 87 137 306 917) and its successors and assigns;

**'Deed'** means this Deed of Grant of Land;

**'Execution Date'** means the date the parties execute the Deed;

**'Grant'** means the grant of the Interest to the Corporation pursuant to Clause 2.1 of this Deed;

**'Headlease'** means Crown Lease 516-1997 being Pastoral Lease 3114/499 to be transferred pursuant to this Deed to the Corporation and to be renewed by the Corporation as part of the Western Australian 2015 Pastoral Lease Renewal process;

**'Indigenous'** means relating to Aboriginal persons or Torres Strait Islanders;

**'Improvements'** means all physical improvements to the Land including without limitation buildings and other structures affixed to the Land;

**'ILC'** means the Indigenous Land Corporation, a body corporate established pursuant to Part 4A of the ATSI Act;

**'Interest'** means the ILC's legal and equitable interest in the Land;

**'Land'** means the 276,182ha land known as Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197 and includes the Water Licences.

**'Land Management Activities'** has the meaning given to those words in section 191E(5) of the ATSI Act;

**'Land Acquisition Proposal'** means a proposal submitted to the ILC by the Corporation, in accordance with the procedures established by the ILC from time to time, for the ILC to acquire land;

**'Mortgage'** means a mortgage lodged by the ILC pursuant to clause 427.1g) of this Deed;

**'Officer'** has the meaning given to those words in the *Corporations Act 2001* (Cth);

**'Permitted Uses'** means pastoral activities consistent with the conditions of Pastoral Lease 3114/499 including entering into leases and/or licences with other parties for the purpose of income generation.

**'Rates and Taxes'** means all rates, taxes, charges, duties, costs, contributions to capital works of any government or of any governmental, municipal, semi-governmental, statutory or other public authority, corporation or department, assessed, charged or imposed on the Land or on the owner or owners of the Land;

**'Scheme'** means any agreement, arrangement, understanding, promise or undertaking, or any scheme, plan, proposal, course of action or course of



conduct, whether express or implied and whether legally enforceable or not, and whether done alone or in association with others;

**'Sublease'** means a sublease between the Corporation, as sublessor and the ILC and/or its Related Entity (as that term is defined in the Corporations Act 2001 as amended) as sublessee for the whole of the Land in accordance with the essential terms and conditions in Attachment "C";

**'Torres Strait Islander'** has the meaning given to those words in the ATSI Act;

**'Transfer Form'** means the documentation required to perfect a transfer of the Interest from the ILC to the Corporation;

**'Transfer Date'** means 30 days from the Execution Date or such other date as may be agreed by the parties; and

**'Water Licences'** means all existing developed stock bores.

## **2. GRANT OF INTEREST**

2.1 Subject to the Corporation complying with its obligations under this Deed, the ILC will:

- a) grant the Interest to the Corporation;
- b) grant the Chattels to the Corporation; and
- c) grant the Improvements to the Corporation.

by transferring them to the Corporation on the Transfer Date;

2.2 As soon as practicable after the Execution Date, the Corporation shall prepare:-

- a) a duly registrable Transfer Form executed by the Corporation; and
- b) a duly registrable caveat which:
  - (i) names the ILC as caveator;
  - (ii) identifies the facts giving rise to the ILC's caveatable interest as being the ILC's rights arising pursuant to the terms of this Deed, and the ILC's rights under section 191SA of the ATSI Act; and
  - (iii) gives the Corporation's consent to Caveat.

2.3 As soon as practicable after:

- a) the ILC receives the documentation referred to in clause 2.2 of this Deed; and
- b) the ILC has formed the view that the documentation has been prepared in accordance with this Deed,

but before the Transfer Date, the ILC must execute the Transfer Form and the Caveat.



- 2.4 As soon as practicable after the ILC has executed the Transfer Form, it must return it to the Corporation for stamping purposes.
- 2.5 The Corporation must return the Transfer Form to the ILC immediately upon receiving a written request from the ILC for it to do so, at any time prior to the Transfer Date.
- 2.6 On the Transfer Date, the parties shall attend to settlement of the Grant by lodging the Transfer Form and the Caveat for registration.
- 2.7 The parties must do all things necessary and convenient to effect the registration of both instruments in accordance with all relevant legislative requirements, but subject to the obligations imposed by this Deed.

### **3. CONDITION PRECEDENT OF GRANT**

#### **3.1 The Grant is subject to:**

3.1A. The Corporation granting the ILC a Sublease;

3.1B. The Minister for Lands, Western Australia providing written consent:

- a) of the Grant by the ILC;
- b) of the Sublease by the Corporation

and this Deed is of no effect until:

- i. the Minister for Lands has provided its written consent; and
- ii. the ILC has duly executed the Deed and the Sublease.

### **4. CONDITIONS WHICH DETERMINE THE GRANT**

#### **4.1 The Grant is made subject to condition that, at all times after the Transfer Date, the Corporation:-**

- a) in consideration of this Grant, will do everything within its power to ensure the ILC enjoys the full benefits of the Sublease and the Corporation hereby agrees to grant to the ILC a Sublease commencing immediately upon the effective renewal of the Headlease provided that the Term (as that term is defined in the essential terms and conditions in Attachment "C") of the Sublease will be reduced by 12 months;
  - b) remains an Aboriginal or Torres Strait Islander Corporation;
  - c) remains solvent;
  - d) does not have its registration as a corporation revoked or is not deregistered;
  - e) will not allow the Rates and Taxes to remain due for payment for more than 11 months;
  - f) does not go into liquidation.
- 1.2 The Grant is of a determinable interest and will continue so long as the Corporation does not breach any of the conditions contained in clause 4.1.

In the event that the Corporation breaches any of the conditions contained in clause 4.1 the Corporation will;

- b) forthwith:
  - (i) reconvey the Land to the ILC for no consideration; or
  - (ii) surrender the Land to the ILC pursuant to section 191T of the ATSI Act; and,
- c) forthwith reconvey the Chattels to the ILC for no consideration; and
- d) do all things necessary and execute all documents to effect, as soon as possible, a reconveyance or surrender of the Land and/or the Chattels to the ILC.

#### **4A. CONDITIONS SUBSEQUENT OF GRANT**

**4A.1** The Grant is made subject to condition that, at all times after the Transfer Date, the Corporation:-

- (a) substantially uses the Land for the Permitted Uses;
- (b) does not have an administrator appointed to manage all or part of its affairs;
- (c) does not purport to dispose of its legal or equitable interest in the Land, the Improvements and the Chattels, without first obtaining the ILC's written Consent;
- (d) does not give or purport to give a charge with respect to an asset of the Corporation that consists of, or includes, its legal or equitable interest in the Land, the Improvements or the Chattels, without first obtaining the ILC's written Consent;
- (e) does not, without the written Consent of the ILC, enter into any Scheme by which the Control of the Corporation by Aboriginal persons or Torres Strait Islanders is diminished in favour of non-Indigenous interests or persons; and for the purpose of this paragraph, *Control* includes the capacity or power to govern, manage, regulate or oversee decisions within the Corporation or the capacity to dominate decision-making, directly or indirectly; and
- (f) does not, without the written Consent of the ILC, enter into any Scheme by which the Corporation's Control over, or interest in, the Land, the Improvements and Chattels is diminished in favour of a third party; and for the purpose of this paragraph, *Control* includes the capacity to make decisions affecting the Land, the Improvements and Chattels including decisions regarding the physical or legal possession thereof, access thereto or the granting of rights therein.

**4A.2** In the event that the Corporation breaches any of the conditions in clause 4A.1 of this Deed, it shall, in accordance with the written direction of the ILC:



- e) forthwith:
  - (iii) reconvey the Land to the ILC for no consideration; or
  - (iv) surrender the Land to the ILC pursuant to section 191T of the ATSI Act,
- f) forthwith reconvey the Improvements and Chattels to the ILC for no consideration; and
- g) do all things necessary and execute all documents to effect, as soon as possible, a reconveyance or surrender of the Land, the Improvements and the Chattels to the ILC.

## **5. CONTINUING OBLIGATIONS OF THE CORPORATION**

**5.1** The Grant is made subject to the condition that, at all times after the Transfer Date, the Corporation must:

- b) comply with all obligations imposed on it from time to time by Commonwealth, State and Territory statutes, regulations, by-laws, and other relevant legislative instrument;
- c) not amend the Corporation's rules that relate to its objects or its membership, without first obtaining the ILC's Consent insofar as it relates to the controlling interest in the Corporation, which must be held by Aboriginal persons or Torres Strait Islanders pursuant to section 4 of the ATSI Act (as amended);
- d) not take steps to resolve, or resolve, that the Corporation be wound up or placed into administration, without first obtaining the ILC's Consent;
- e) pay all Rates and Taxes;
- f) effect and maintain, at its cost, appropriate public liability insurance in respect of the Land; and
- g) effect and maintain, at its cost, insurance for improvements on the Land.

## **6. OTHER CONDITIONS OF GRANT**

**6.1** The Grant is also made subject to the following conditions:

- b) In the event that the ILC reasonably forms the view that the Corporation may be insolvent, or there is a risk that it could become insolvent, the ILC will notify the Corporation in writing of its view including its reasons. The Corporation will have 14 days to respond to the ILC. If the ILC (acting reasonably) is not satisfied with the Corporation's response the ILC can:
  - (i) Appoint an investigative accountant at its cost to:
    - (A) review such of the Corporation's books and records as the investigative accountant thinks are necessary for the purposes of it ascertaining



- whether or not the Corporation is solvent, or there is a risk that it could become insolvent; and
- (B) provide the ILC with a written opinion on whether or not the Corporation is solvent, or there is a risk that it could become insolvent.
- (ii) If the investigative accountant appointed pursuant to clause 6.1(a)(i) of this Deed forms the view that the Corporation is insolvent, or there is a risk that it could become insolvent, the ILC:
- (A) must inform the Corporation of this fact in writing; and
- (B) can, at its discretion, appoint a receiver to the Corporation.
- c) In the event that within 12 months from the Execution Date, the ILC offers, at its discretion, the Corporation corporate governance training, all members of the Corporation's Board of Directors, and its Officers shall participate in such training.
- a) The Corporation will report to the ILC each financial year for the first five (5) years after the Transfer Date using a template which will be provided by the ILC. Such reports will detail the following:
- (i) whether the Corporation has complied with the obligations imposed by the Deeds of Grant relating to the transfer of:
- Roebuck Plains Station Pastoral Lease
  - Roebuck Cattle Yards; and
  - OTC Dampier
- (ii) all Schemes entered into by the Corporation relevant to the Land or the governance, management, regulation or decision-making functions of the Corporation;
- (iii) the activities that have been undertaken on the Land by the Corporation including those undertaken pursuant to the Land Management activities as detailed in Grant of Monies 3741
- (iv) The expenditure and interest accrued on the Infrastructure Investment Sinking Fund as detailed in Grant of Monies 3740 and,
- (v) the benefits being achieved for Indigenous persons through ownership and use of the Land.
- b) The reports described above in clause 6.1(c) will be prepared using a template which will be supplied to the Corporation and such reports will be prepared and sent to the ILC according to the following time periods:

- (i) Half year reports relating to the period between 1 July and 31 December will be provided to the ILC by 15 January of the following year
- (ii) Full year reports relating to the period between 1 July and 30 June will be provided to the ILC by 15 July of that year.
- d) The Corporation shall comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority from time to time, in relation to its ownership of the Land.
- e) The Corporation agrees and acknowledges that in the event that it breaches its obligations under this Deed, damages will not be an adequate remedy for the ILC.

## **7. DEALINGS IN LAND AFTER GRANT**

**7.1** By virtue of entering into this Deed, the Corporation agrees that:

- b) In order to provide security for the ILC in respect of the Corporation's obligations under the Deed, the Corporation charges its legal and equitable interest in the Land, the Improvements and Chattels in favour of the ILC.
- c) Any liability or obligation of the Corporation to the ILC arising pursuant to this Deed constitutes an interest of the ILC in the Land the Improvements and Chattels.
- d) The Land, Improvements and Chattels are charged with the payment of all costs and expenses incurred by the ILC in respect of its enforcement of this Deed, and the conditions contained therein.
- e) If the Corporation fails to comply with its obligations under this Deed the ILC is entitled to exercise its rights as Chargee created pursuant to this clause 7.1 of this Deed.
- f) It will not take any steps to have the Caveat removed, or purport to make the Caveat lapse.
- g) The ILC may at any time, in order to:
  - (i) protect its interest in the Land derived pursuant to this Deed and section 191SA of the ATSI Act; and
  - (ii) secure the performance of the Corporation's obligations pursuant to this Deed,
 register a mortgage over the Land.
- h) In the event that the ILC lodges a Mortgage the Corporation agrees that it will:
  - (i) cooperate fully with the ILC's registration of the Mortgage; and
  - (ii) not take any steps to have the Mortgage removed.



- i) To better secure the Corporation's compliance with clause 7.1 of this Deed, the ILC is entitled to request that the Corporation provide it with the Certificate of Title. In the event that such a request is made, the Corporation must provide the Certificate of Title to the ILC as soon as practicable after receiving the request.

**8. COSTS / UNDERTAKINGS ASSOCIATED WITH GRANT OF THE INTEREST**

**8.1** The Corporation agrees that from the Transfer Date, it will be liable for:

- b) payment of all costs and expenses associated with the Land and the activities on the Land including, but not limited to, gas, electricity, telephone, heat, water used for domestic and business purposes and other utilities that are provided on and to the Land;
- c) insuring the Improvements on the Land;
- d) insuring activities conducted on the Land; and
- e) payment of all Rates and Taxes imposed in respect of the Land, where liability for payment of those Rates and Taxes arises after the Transfer Date.

**8.2** Until the Transfer Date, the ILC will:

- b) ensure that there are current policies of insurance for the Land and any improvements on the Land; and
- c) be liable for the payment of Rates and Taxes (or where relevant shall claim exemption from such Rates and Taxes), where liability for payment of those Rates and Taxes arises on or before the Transfer Date.

**8.3** A. The ILC agrees to pay:

- b) any stamp duty up to \$629,486 (GST exclusive) which may be assessed in respect of the transfer of the Land provided that the Corporation has:
  - (i) taken all reasonable steps and measures to secure any stamp duty exemption for which it may be eligible; and
  - (ii) provided evidence of its endeavours pursuant to the preceding sub – clause to the reasonable satisfaction of the ILC; and
  - (iii) failed to secure the said exemption from stamp duty.
- c) up to \$10,000 (GST exclusive) for sign on fee.

**8.4** Subject to clause 8 of this Deed, each party agrees to pay its own costs incurred in the performance of the obligations contained in the Deed, including its negotiation and preparation.

**9. REPRESENTATIONS AS TO THE STATE OF THE LAND**

**9.1** The ILC makes no warranties or representations regarding:



- b) the suitability or fitness of the Land for any purpose whatsoever; or
- c) the state and condition of repair of the Improvements on the Land.

9.2 The Corporation agrees that it releases the ILC from all claims, and will not make any claim against the ILC, arising from or in relation to the suitability of the Land for any purpose whatsoever or the state and condition of repair of the Improvements on the Land.

## **10. CHATELS**

10.1 The ILC makes no warranties or representations regarding:

- b) the suitability or fitness of the Chattels for any purpose; or
- c) the state or condition of repair of the Chattels.

10.2 The Corporation agrees to accept the Chattels in the state they are given to it, and that it releases the ILC from all claims, and will not make any claim against the ILC, arising from or in relation to the suitability of the Chattels for any purpose whatsoever or the state and condition of repair of the Chattels.

## **11. WARRANTIES**

11.1 The Corporation warrants that it:

- b) is solvent;
- c) is in compliance with all obligations imposed on it from time to time by Commonwealth, State and Territory statutes, regulations, by-laws, and other relevant legislative instruments.
- d) has the power and authority to enter into this Deed and perform its obligations under this Deed, and it is able to do so without the consent of any other person; and
- e) has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms.

## **12. INDEMNITIES**

12.1 The Corporation indemnifies the ILC against all loss, damage, costs and expenses the ILC incurs as a result of:

- b) any breach of this Deed by the Corporation;
- c) any breach of the warranties made by the Corporation in clause 11 of this Deed;
- d) any breach of the Grant conditions set out in clauses 2, 3, 4, 4A, 5, 6 or 7 of this Deed; and
- e) any allegation, claim, suit, action, or proceeding that is instituted or made by a third party arising from or in relation to the third party's use or occupation of the Land, the Improvements or the Chattels.

## **13. CONSTRUCTION**

- 13.1 This Deed shall be governed by and construed in accordance with the law applicable in Western Australia from time to time.
- 13.2 The parties have read and understand this Deed and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all prior proposals, representations, understandings and agreements, whether oral or written, and all other communications between them relating thereto.
- 13.3 No purported variation of this Deed shall take effect unless made in writing and signed by an authorised representative of each party.
- 13.4 In this Deed:-
- b) words in the singular include the plural and vice versa; and
  - c) clause headings in this Deed are for convenient reference only and have no effect on its construction, interpretation or meaning.
- 13.5 Severability
- (a) Subject to clause 13.5(b), if a provision of this document is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this document.
  - (b) Clause 13.5(a) does not apply if severing the provision:
    - (i) materially alters the:
      - (A) scope and nature of this document; or
      - (B) the relative commercial or financial positions of the parties; or
    - (ii) would be contrary to public policy.

#### 14. NOTICES

- 14.1 Any notice, request or other communication to be given or served pursuant to this agreement shall be in writing and signed, in the case of the ILC, by a delegate of the ILC, in the case of the Corporation by an authorised person and addressed as the case may be as follows:-
- b) the relevant Divisional Manager of the ILC at the address disclosed to the Corporation; and
  - c) the Corporation at:  
Attention: Dean Newton  
55 Reid Road Broome  
PO Box 425 BROOME WA 6725  
Tel: 08 9192 9600  
Email: [dean.newton@yawuru.org.au](mailto:dean.newton@yawuru.org.au)



- 14.2 Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.
- 14.3 A notice, request or other communication will be deemed to be received:-
- b) if delivered by hand, upon delivery;
  - c) if sent by pre-paid ordinary post within Australia, upon the expiration of two business days after the date on which it was sent; and
  - d) if transmitted electronically, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient.
15. **GOODS AND SERVICES TAX**
- 15.1 In this clause 15:
- (a) words and expressions which are not defined in this Deed but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
  - (b) **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 15.2 The Corporation must be registered for GST in accordance with the GST Law prior to the Transfer Date.
- 15.3 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are inclusive of GST.
- 15.4 Where the supplier makes a taxable supply under this Deed, the supplier shall provide the recipient with a tax invoice before the time that the recipient is required under this Deed to pay the supplier any consideration for the taxable supply. In respect of any taxable supply made by the Corporation, the Corporation agrees that the ILC may issue a Recipient Created Tax Invoice (in the form of Attachment "A") on behalf of the Corporation and the Corporation agrees to execute any documents that may be necessary to give effect thereto.
- 15.5 If an adjustment event arises in respect of a taxable supply made by a supplier under this Deed, the consideration to be paid or provided will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.
- 15.6 Where a party is required under this Deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and



- (b) If the payment or reimbursement is subject to GST, an amount equal to that GST.

**16. CONDUCT ON THE LAND**

- 16.1 The Corporation shall at all times ensure and must take all reasonable steps to ensure that all persons or entities on the Land conduct themselves appropriately and in compliance with all relevant Laws.
- 16.2 In the event that the ILC forms the view that Clause 16.1 has been breached the ILC may give written notice to the Corporation requesting a meeting between the ILC and the Corporation.
- 16.3 In the event that the Corporation receives a notice referred to in Clause 16.2, within 7 days of its receipt, the Corporation shall arrange for its duly authorised representative(s) to meet with the duly authorised representative(s) of the ILC at a venue nominated by the ILC in order to discuss the breach and what appropriate steps the Corporation will be taking to address the breach.
- 16.4 If, at the meeting referred to in Clause 16.3, the respective representatives of the Corporation and the ILC agree to an appropriate course for the Corporation to take to address the breach, the Corporation shall immediately implement that agreed course of action and shall provide a written report to the ILC on the outcomes of the agreed course within 30 days of the meeting.
- 16.5 If, at the meeting referred to in Clause 16.3, the respective representatives of the Corporation and the ILC cannot agree on an appropriate course for the Corporation to take to address the breach, the ILC and the Corporation shall negotiate in good faith over the next 30 days with a view to reaching such agreement. If agreement is reached within that timeframe, Clause 16.4 shall then apply as if the agreement was reached at the first meeting.
- 16.6 If agreement is not reached between the ILC and the Corporation within the 30 days referred to in Clause 16.5, then either party may refer the matter to a mediator. Each of the ILC and the Corporation is to pay half of the fees charged in relation to holding the mediation, except for legal fees, which are to be covered by the party which incurs them. The Corporation shall immediately implement all measures agreed upon in the mediation and shall provide a written report to the ILC on the outcomes of the agreed action within 30 days of the conclusion of the mediation.
- 16.7 For the purpose of Clause 16.6, the identity of the mediator shall be agreed between the parties but in default of agreement within 7 days of a party first notifying the other party in writing that it wishes to refer the matter to a mediator, then the mediator shall be nominated by the person occupying the position of President of the Human Rights and Equal Opportunities Commission, or the delegate of that person.
- 16.8 Damages shall not be an adequate remedy for any breach of the obligations in this Clause 16.

- 16.9** The provisions of this Clause 16 do not in any way inhibit or prevent the ILC from taking any action arising from any breaches by the Corporation of its obligations pursuant to this Deed, and nothing in this Clause 16 derogates from the rights of the ILC to take such action that it would otherwise have without referral to the process in sub-Clauses 16.2 to 16.7.

IN WITNESS WHEREOF the parties have executed this agreement as a Deed on the date first above mentioned.

SIGNED for and on behalf of  
INDIGENOUS LAND CORPORATION  
by its CHIEF EXECUTIVE OFFICER  
in the presence of:

)                       
)                       
) MICHAEL DILLON

                      
Witness' Signature

TRI DUC NGUYEN  
Witness (full) Name

EXECUTED by NYAMBA BURU YAWURU LTD)  
pursuant to Section 127 of the )  
Corporations Act 2001 (Cth) )  
)

                      
Director

Print Name: PATRICK LIONEL DODSON

                      
Director/Secretary

Print Name:  
RODNEY FRANCIS NICHOLE



**Attachment "A"**

**AGREEMENT FOR RECIPIENT CREATED TAX INVOICES**

Supplier's Name: Nyamba Buru Yawuru Ltd	Recipient's Name: Indigenous Land Corporation
Supplier's Address: 55 Reid Road, Broome WA 6725	Recipient's Address: GPO Box 652
Supplier's ABN: 87 137 306 917	Adelaide SA 5001
	Recipient's ABN: 59 912 679 254

***Supplier Declaration***

We agree to the following terms and conditions for the generation of Recipient Created Tax Invoices (RCTI), by the Recipient named above on our behalf:

- a. The Recipient can issue tax invoices in respect of the supplies where appropriate;
- b. We shall not issue tax invoices in respect of supplies that the Recipient has generated a RCTI;
- c. We acknowledge that we are registered for GST at the time of entering into this agreement and that we will notify the Recipient if we cease to be registered.

\_\_\_\_\_ Date:

\_\_\_\_\_  
For and on behalf of the Supplier

.....  
Nyamba Buru Yawuru Ltd

***Recipient Declaration***

- We acknowledge that we are registered at the time of entering this agreement and that we will notify the Supplier if we cease to be registered or we cease to satisfy any of the requirements for generating RCTI's; and
- We will not issue a document that would otherwise be an RCTI, on or after the date when the recipient or the supplier has failed to comply with any of the requirements of the determination.

\_\_\_\_\_ Date:

\_\_\_\_\_  
Signed for and on behalf of the Recipient

.....

## **Attachment "B"**

### **Chattels**

1. Equipment associated with supplying livestock water such as water pumps, solar panels, water tanks and water troughs;
  2. The solar panels and generators that comprise the electricity generation systems; and
  3. Cattle crushes.
-

**Attachment "C"**

**Sublease terms and conditions as per Lease-Essential Terms and Conditions  
(Amended 13 May 2014)**



## LEASE - ESSENTIAL TERMS AND CONDITIONS (AMENDED 13 MAY 2014)

<b>Property (and Location)</b>	"Roebuck Plains Station", Broome Road, Broome WA 6725.
<b>Land Title to be Subleased</b>	Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197.
<b>Sub Lessor / Landlord</b>	Nyamba Buru Yawuru Ltd (or alternative entity as advised)
<b>Sub Lessee / Tenant</b>	Indigenous Land Corporation (or alternative entity as advised)
<b>Guarantor</b>	Not required
<b>Existing Head Lease Details</b>	Pastoral Lease 3114/499 is a Crown Lease for a period of 49, years 6 months and 22 days from 10 December 1965. Whilst the lease expires in 2015, the State Government of Western Australia have guaranteed all Pastoral Leases will be renewed on the same terms and conditions as the existing lease.
<b>Land Area to be Subleased</b>	276,378 ha (excludes the 2015 excision area of 4,601 ha).
<b>Water Entitlements to be Subleased</b>	Existing developed stock bores.
<b>Inclusions to be Subleased</b>	All existing power generation plant; all pumping equipment troughs, pipelines, tanks and windmills associated with existing livestock watering; all existing buildings, stock yards and fencing.

SUB LEASE TERMS AND CONDITIONS		
1.	<b>Term (Initial period)</b>	Seven (7) years
2.	<b>Commencement Date</b>	1 July 2014
3.	<b>Expiry Date</b>	30 June 2021
4.	<b>Rent (Starting rent)</b>	\$340,000 per annum (Exclusive of GST)
5.	<b>Rent review</b>	To market at the beginning of the third year, then the fifth year of the term, and on the exercise of any option, on the third year and the fifth year of any further term.
6.	<b>Payment Schedule</b>	Equal quarterly installments in advance
7.	<b>Extension of Lease</b>	If the Tenant wishes to extend the Sub Lease, it has the option to extend for the period of eight (8) years, and the Tenant may so extend this Sub Lease provided such extension is exercised in accordance with the

		provisions of these terms and conditions.
8.	<b>Bank Guarantee</b>	Not required
9.	<b>Landlord's Outgoings</b>	The Landlord must pay for all asset holding expenses such as council rates, fixed water charges, rates and reimburse the Tenant for insurance premiums related to buildings and improvements owned by the Landlord.
10.	<b>Tenant's Outgoings</b>	<p>The Tenant must pay for all outgoings other than the Landlord's outgoings. The Tenant must also pay for:</p> <ul style="list-style-type: none"> <li>- Pastoral Lease annual rental.</li> <li>- All services separately metered to the property;</li> <li>- All stock &amp; domestic water charges (except for fixed licence fees);</li> <li>- All waste disposal charges;</li> <li>- Any other utilities or consumables used or consumed on the Property; and</li> <li>- Other rates, charges imposed directly on the Property, the Tenant's pastoral operations, Tenant's property and the Tenant's occupation of the Property.</li> </ul>
11.	<b>Repairs and Maintenance (R&amp;M)</b>	<p>The Tenant must:</p> <ul style="list-style-type: none"> <li>• Keep the Property in good repair.</li> <li>• Regularly maintain and service the Tenant's and the Landlord's property.</li> <li>• Repair defects and damage caused by the Tenant, in the event of an act, omission, negligence or default of the Tenant.</li> <li>• Maintain boundary and subdivisional fencing, stock yards, water infrastructure and roads on the land.</li> <li>• Dispose of waste in a timely and environmentally sensitive manner.</li> <li>• Keep the property largely free from vermin, wild animals, weeds and diseases in accordance with pastoral industry best management practice.</li> </ul>



		<ul style="list-style-type: none"> <li>• Undertake regular controlled burns of the country in accordance with pastoral industry best management practice.</li> <li>• Maintain adequate fire breaks to reduce impact of bushfires.</li> </ul>
12.	<b>Structure Expenditure – Landlord</b>	<p>The Landlord will be required to replace, renew, upgrade and/or make good, all structures on the property which have reached the end of their useful life, or require one off major repairs to preserve or extend their useful life. It is acknowledged by the Landlord and Tenant that several of the existing buildings are an overcapitalization of the Pastoral Lease for pastoral purposes due to the pastoral training activities currently undertaken by the ILC. This fact must be considered when assessing the Landlord's obligation to replace, renew, upgrade or make good.</p> <p>If the parties cannot agree on whether a required activity is Structure Expenditure or Repairs and Maintenance:</p> <ul style="list-style-type: none"> <li>• The party must notify the other of the dispute in writing and provide written reasons within 7 days. The other party must provide a response in writing within 7 days</li> <li>• The parties must meet and negotiate within 7 days of the response being provided</li> <li>• If agreement is not reached either party can refer the matter to an independent expert for a decision. If parties cannot agree on an expert then either party can request that the relevant governing body of the profession appoint a suitably qualified expert</li> <li>• Both parties agree that the expert's decision is final</li> <li>• Each party must pay 50% of the expert's costs.</li> </ul> <p>The Tenant agrees to meet any Structure Expenditure costs for the first three (3) years of the first term of the Sub Lease.</p>
13.	<b>Structure Expenditure – Tenant</b>	<p>Regardless of clause 12, the Tenant will be required to maintain and repair all structures impacted by wear and tear or incidents associated with their operation of, or residence at, the property. In addition, where a structure has naturally reached the end of its useful life, or requires a major one off repair, upgrade or part replacement to extend or preserve its useful life, and the cost to address this item does not exceed the Structure Repair &amp; Replace Threshold, the Tenant is also required to make good this item at their own cost, regardless of the nature of the work. The Tenant will also be required, at their cost or that of their insurer, to</p>



		<p>address any structure impacted by an act, omission, negligence or default of the Tenant.</p> <p>The Structure Repair &amp; Replace Threshold is \$20,000</p>
14.	<b>Future Use Provisions</b>	<p>The Tenant will not unreasonably prevent the Landlord from instigating a change of use/s for all or part of the Pastoral Lease, provided that the Tenant is given at least 6 months notice (unless the Tenant requests 12 months notice) and is fully compensated for any impact on the Tenant's enterprise.</p>
15.	<b>Rent Increase for: Capital Investment or Capital Improvement (CAPEX)</b>	<p>A provision is made for increase/s in rent based on future capital investment by the Landlord on the basis that any such investment will form part of a new mutually agreed property development project, and that this investment is negotiated between Tenant and Landlord prior to the event. Where this is the case a rental rate of 6.25% pa will apply to the agreed capital investment from the date at which the investment is made until the next review date. From the review date the additional rent will cease and the value of the capital investment will be included in the property valuation and related calculations to determine the market rent.</p> <p><i>It has been mutually discussed and agreed that there are no plans for any capital investment or capital improvement on the property during the initial term of this lease. Therefore, if that is the case, no additional rent will be charged to the tenant.</i></p>
16.	<b>Assinging, subletting and charging</b>	<p>The Tenant must not assign, sublet or otherwise deal with the Property without the consent of the Landlord. Consent cannot be unreasonably withheld</p>
17.	<b>Insurance provisions</b>	<p>(a) The Tenant is required to maintain Workers Compensation Insurance and Public Liability Insurance to the amount of twenty million dollars (A\$20,000,000) for the length of the term (including any term extensions). Any public liability policy must be with an insurer approved by the Landlord (acting reasonably) and note the interests of the Landlord. A Certificate of Currency is to be provided to the Landlord on renewal of the policy each year.</p> <p>(b) The Tenant will pay for the cost of all insurance for buildings and improvements and will be reimbursed for these costs by the Landlord. A Certificate of Currency is to be provided to the Landlord on renewal of the policy each year.</p>
18.	<b>Permitted Use</b>	<p>Pastoral activities only consistent with the existing Pastoral Lease (PL 3114/499) terms and conditions in force at the commencement of this Sublease. In the event that permits for non-pastoral activities are granted, the Landlord reserves the right to allow or deny such other activities to occur on the property. The Landlord reserves the right to amend the lease rental</p>

		<p>and applicable lease terms in the event that non-pastoral activities permits are granted and allowed.</p> <p>It is agreed that the property will be stocked at appropriate levels to ensure the sustainable good stewardship of the property in accordance with pastoral industry best management practice.</p> <p>It is agreed that the average stocking levels on the property over any three year period will not exceed 18,000 Cattle Units (annualised). A Cattle Unit is as defined by the Pastoral Lands Board.</p>
19.	<b>Lease Costs</b>	<p>(a) Each party to be responsible for their own legal fees for the preparation, negotiation and execution of the Lease.</p> <p>(b) The Landlord is to be responsible for stamp duty and registration costs (associated with the Sublease agreement) and obtaining ministers consent to the sublease.</p> <p>(c) The Tenant must pay the costs for the preparation, negotiation and execution of any change in the Sub lease within the term.</p>
20.	<b>Residences on property</b>	To be maintained by the Tenant in the same condition as at the Commencement Date, fair wear and tear excepted.
21.	<b>Entry by Landlord for the Enforcement/Monitoring of Sub Lease Conditions</b>	The Landlord, may personally or by its agents, at any reasonable time, after giving to the Tenant 2 days' notice, enter the property and view the state of repair to ensure compliance with the Sub Lease.
22.	<b>Provisions relating to the final year of the Lease</b>	The Tenant, if so directed by the Landlord, is required to fully destock the property of livestock which are under the control of the Tenant by the termination date of the Sublease. The Tenant agrees to give the Landlord the first offer to purchase the livestock at market value.
23.	<b>Further Special Conditions</b>	<p>(a) The Tenant is to provide the Landlord each year with all essential information associated with pastoral activities on the property. In particular:</p> <ol style="list-style-type: none"> <li>I. Station Operational Plan provided annually.</li> <li>II. Station Operational Plan actuals provided annually.</li> <li>III. Any relevant information procured or utilised by the Tenant in the preparation of the Operating Plan including stocking history, soil tests, weed resistance tests and agronomic</li> </ol>



		<p>advice.</p> <p>(b) The Tenant must:</p> <p>I. Maintain a weed management regime in accordance with Best Agricultural Practice and ensure there is no material increase in weed burden or the weed seed bank during the Term;</p> <p>II. Maintain proper and accurate records of all chemical application, fertiliser application, nutrients and other inputs applied to the Property;</p> <p>(c) The Tenant is to assist and facilitate any implementation of budgeted capex.</p> <p>(d) Negotiations for a new lease agreement beyond the term of this lease are to commence at least 12 months prior to the expiry date, with either party providing notice prior to the date (should an agreement not be made to proceed beyond the initial term, which expires on the expiry date).</p> <p>(e) The Tenant must promptly submit all required livestock returns to the Pastoral Lands Board as required and must operate the property in a manner which is in compliance with the Pastoral Lease Conditions and must not do anything that would lead to the Landlord being in breach of the Pastoral Lease Conditions or any other statutory regulation.</p>
24.	Work Health and Safety	<p>The Tenant will be required to:</p> <p>(a) Acknowledge that it has management and control of the Property for the purposes of the WH&amp;S Laws.</p> <p>(b) Comply with all its obligations under WH&amp;S laws.</p> <p>(c) Have in place appropriate WH&amp;S systems.</p> <p>(d) Co-operate with any relevant Authority and the Landlord in relation to compliance issues, hazards or incidents occurring on the property.</p> <p>(e) Release and indemnify the Landlord from and against any damage, expense, loss, liability or claim associated with a breach of the Tenant's WH&amp;S obligations.</p>
25.	Negotiation	<p>From the date of execution of this Lease "Terms Sheet", both parties must instruct solicitors and commence negotiations on the lease documentation for this transaction, based on a draft lease initially provided by the Landlord's solicitors, and use all reasonable endeavours to negotiate and finalise the same, with an intention to execute the same by the Commencement Date.</p>
26.	Status of Heads	<p>This Essential Terms and Conditions document sets out the essential terms and conditions of the proposed tenancy and on execution, is intended by the parties to be binding in respect of all those terms and operate as an agreement to sublease. The parties also intend to have the terms restated in the form of a formal lease document in registrable form to be based on</p>



		<p>appropriate lease documents prepared by the Landlord's solicitors, and incorporating the terms and conditions in this document. The Tenant and Landlord will negotiate the terms of the lease documents, using all reasonable endeavours to agree and execute the documents 30 days prior to the commencement date.</p> <p>If the parties are unable to reach agreement 30 days prior to the commencement date, this document continues to operate, and the parties must continue to use all reasonable endeavours to agree the terms of the sublease documents as soon as possible after this date, and before the commencement date.</p> <p><i>Important Note- this heads of agreement is only valid after approval in principle by the Minister responsible for the granting of subleases under the Land Administration Act.</i></p>
27.	<b>Confidentiality</b>	<p>The terms and conditions of this Lease Terms Sheet are strictly confidential and must not be disclosed by the Tenant to a third party without the prior written consent of the Landlord. The information can be shared on a confidential basis with the professional consultants of the Landlord and Tenant.</p>

Further terms		
1.	<b>Life Cycle Asset Plan</b>	<p>The Tenant must prepare a Life Cycle Asset Plan at the Tenant's cost for the term of the lease to assist the parties in planning for the capital expenditure required during the term. The Parties agree to jointly brief the selected expert and jointly attend any on ground assessment.</p>
2.	<b>Annual Meeting</b>	<p>Within 60 days of the first day of the calendar year the parties must meet to discuss the Memorandum of Understanding and any targets it contains, operations under the Permitted Use and any Future Use proposals, employment and training opportunities, the Life Cycle Asset Plan, structure expenditure and any other relevant matters.</p>
3.	<b>Sinking Fund</b>	<p>The Tenant agrees to make a one-off payment within 30 days of the execution of the Sub Lease of \$1,500,000 to the Landlord for the establishment of a capital infrastructure investment sinking fund. This funding is to be held in a separate NBY account and used specifically for the purposes of attending to capital infrastructure investment on Roebuck Plains Station.</p>

4.	<b>Land Management Assistance</b>	The Tenant agrees to make a one-off payment of \$1,000,000 within 30 days of the execution of the Sub Lease to assist the Landlord in meeting the costs of land management in implementing the Indigenous Protected Area management plan, including any capital infrastructure development that is required to protect or conserve areas of importance to Yawuru.
5.	<b>Memorandum of Understanding</b>	Both parties must use their best endeavours to negotiate an MOU / Co-existence Agreement within 12 months of the Commencement Date of the Sub Lease. The MOU will capture the good will between the parties and set out the terms and conditions to best facilitate the ILC and Yawuru undertaking their respective activities - including the creation of a Sublease Oversight Committee to facilitate the Station Operational Plan annual reviews (including capex), access arrangements, training opportunities and targets particularly in relation to the development of management capacity, involvement in potential business opportunities and any other relevant matters.
6.	<b>Export Depot</b>	<p>The parties agree to:</p> <ol style="list-style-type: none"> <li>1. Transfer the underlying title to NBY</li> <li>2. NBY to lease the land back to the ILC for the same term as the Roebuck Plains Station Sub Lease for the purposes of the ILC carrying on the business of an export depot.</li> <li>3. ILC to remain liable for all costs, fees and charges (including any structure expenditure)</li> <li>4. ILC to indemnify NBY for all activities carried out at the Export Depot</li> <li>5. ILC to pay an annual rent of \$30,000</li> <li>6. To review rent to the market at the beginning of the third year, fifth year of the term, and on the exercise of any option, the third year and the fifth year of any further term</li> </ol>
7.	<b>Board Approval</b>	Both parties acknowledge that the terms are subject to the approval of the respective Boards. Both parties must use best endeavours to have the Boards authorize the terms and conditions when the Board next meets, and communicate the Board's position within 7 days of the Board meeting.
8.	<b>Sign - on payment</b>	The Tenant agrees to pay \$10,000 within 30 days of the to the Landlord as a demonstration of good will and to assist meeting some of the negotiation costs.

Signatures

The above terms and conditions dated 8<sup>th</sup> day of July 2014  
are acceptable to:

Tenant



Signed for and on behalf of the Tenant

MICHAEL CAMPION DILLON

Full name of signatory  
(Please print)

Landlord



Signed for and on behalf of the Landlord

Dean Newton

Full name of signatory





















































**SENT**  
10/7/15 to LANDGATE

AGREEMENT DATED

STAMPED

SIGNED

**CAVEAT**

## DESCRIPTION OF LAND (Note 1)

Lot 270 on Deposited Plan 220197  
Lot 524 on Deposited Plan 72594  
as to Pastoral Lease N049900 only

ROEBUCK PLAINS

## EXTENT

Whole  
Whole

## VOLUME

LR3010  
LR3161

## FOLIO

475  
646

## CAVEATOR (Note 2)

Indigenous Land Corporation

## ADDRESS OR FACSIMILE MACHINE NUMBER FOR SERVICE OF NOTICE ON CAVEATOR (Note 3)

GPO Box 652 Adelaide South Australia 5001

## REGISTERED PROPRIETOR (Note 4)

Nyamba Buru Yawuru Ltd ACN 137306917 of PO Box 425, Broome WA 6725

## ESTATE OR INTEREST BEING CLAIMED (Note 5)

As equitable chargee

The CAVEATOR claims an estate or interest as specified herein of the estate or interest of the abovenamed REGISTERED PROPRIETOR in the land above described BY VIRTUE OF (Note 6)

Rights arising pursuant to the deed entered into by the caveator and the registered proprietor on 1 September 2014 and the rights of the caveator under s 191SA of the Aboriginal and Torres Strait Islander Act 2005 (Cth).

And FORBIDS the registration of any instrument affecting the estate or interest (Note 7)

Absolutely

Dated this EIGHTH

day of JULY

Year 2015

## CAVEATOR OR AGENT SIGN HERE (Note 8)

Signed

Barry Lloyd Betty (print name)  
Solicitor and Agent for the Caveator

Signature

In the  
presence of

Signature of witness

Name of witness

Address of witness: Level 2, 121 KING WILLIAM STREET, ADELAIDE SA 5000

Occupation of witness: SOLICITOR.

### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.

### NOTES

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata /Survey-Strata plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio or Crown Lease number, to be stated. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary.
2. **CAVEATOR**  
State full name of the Caveator.
3. State the address, or a number for a facsimile machine in Australia for service of notice on the Caveator.
4. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietor/ Registered Proprietors as shown on Certificate of Title or Crown Lease and any address/addresses to which future notices can be sent.
5. Specify the Estate or Interest claimed.
6. Specify the grounds on which claim is made.
7. State whether "Absolutely" or "Unless such Instrument be expressed to be subject to the Caveator's claim", or "until after notice of any intended registration or registered dealing to the Caveator at the address for service of notice".
8. **CAVEATOR'S OR AGENTS EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act.



EXAMINED

NOTICES TO BE SENT:

OFFICE USE ONLY

### CAVEAT

LODGED BY Indigenous Land Corporation  
ADDRESS Level 7, 121 King William St Adelaide SA 5000  
PHONE No. (08) 8100 7100  
FAX No. (08) 8100 7171  
REFERENCE No.  
ISSUING BOX No.

PREPARED BY Barry Petty  
ADDRESS Level 7, 121 King William St Adelaide SA 5000  
PHONE No. (08) 8100 7100 FAX No. (08) 8100 7171  
REFERENCE No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HERewith

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



























































































## Ritchie, Leah

---

**From:** Ritchie, Leah  
**Sent:** Thursday, 28 May 2015 11:14 AM  
**To:** Muntinga, Claire; Alderton, Kate; Dillon, Michael; Damgaard, Hanne; Lindsay, Jodie; Bland, Anne; Roberts, Eric; Keough, Peter; Legal; Price, Tim  
**Subject:** Divestment - Roebuck Plains Station  
**Attachments:** Roebuck Plains Station - Title search 1.pdf; Roebuck Plains Station - Title search 2.pdf; 3731 Deed of Grant FINAL (executed) - stamp duty exempt - 04.11.14.pdf; 3731-Variation 1.pdf

Hello All,

Roebuck Plains Station (Volume LR3010 Folio 475 and Volume LT3161 Folio 646) in Western Australia has been successfully divested to Nyamba Buru Yawuru Ltd. Registration occurred on 1 April 2015.

Congratulations to WDO colleagues.

Tim, please note for IT records including map.

Finance/Admin, please note for purposes of insurances and asset registers and accounting entries.

Eric, please note for Annual Report purposes.

Please pass this on to any staff who may need to know.

Regards,

Leah

WESTERN



AUSTRALIA

REGISTER NUMBER	
270/DP220197	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
N/A	N/A

RECORD OF CERTIFICATE  
OF  
CROWN LAND TITLE  
UNDER THE TRANSFER OF LAND ACT 1893  
AND THE LAND ADMINISTRATION ACT 1997

VOLUME  
LR3010

FOLIO  
475

**NO DUPLICATE CREATED**

The undermentioned land is Crown land in the name of the STATE of WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.

  
REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 270 ON DEPOSITED PLAN 220197

**STATUS ORDER AND PRIMARY INTEREST HOLDER:**  
(FIRST SCHEDULE)

**STATUS ORDER/INTEREST:** PASTORAL LEASE

**PRIMARY INTEREST HOLDER:** NYAMBA BURU YAWURU LTD OF 55 REID ROAD, CABLE BEACH  
(TL M955850 ) REGISTERED 1 APRIL 2015

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

- PASTORAL LEASE CL516/1997. SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN THE SAID LEASE.

H111795	TRANSFER OF LEASE . ON CL516/1997, REGISTERED 18.5.1999.
L784263	CHANGE OF ADDRESS AFFECTING LEASE CL516/1997. THE CORRECT ADDRESS OF THE LESSEE IS NOW GPO BOX 652, ADELAIDE, SOUTH AUSTRALIA REGISTERED 16.11.2011.
L806921	ADJUSTMENT OF BOUNDARIES - CONTINUING INTERESTS. LAND BOUNDARY ADJUSTED. REGISTERED 12.12.2011.
L836111	ADJUSTMENT OF BOUNDARIES - CONTINUING INTERESTS. LAND BOUNDARY ADJUSTED. REGISTERED 18.1.2012.
M092216	ADJUSTMENT OF BOUNDARIES - CONTINUING INTERESTS. LAND BOUNDARY ADJUSTED. REGISTERED 2.11.2012.
M955850	TRANSFER OF LEASE . ON CL516/1997 REGISTERED 1.4.2015.
M955851	CAVEAT AFFECTING LEASE , CAVEAT BY INDIGENOUS LAND CORPORATION ON CL516/1997. LODGED 1.4.2015.
- H067089 PORTION COMPRISED IN LOTS 380 TO 382 ON DP193561 TO VOL 3110 FOLS 461 TO 463. REGISTERED 30.3.1999.
- H317527 AUTHORISATION ORDER FOR THE TAKING OF INTERESTS. AS TO PORTION ONLY. REGISTERED 21.12.1999.
- I616645 PORTION COMPRISED IN DP218390 TO VOL 3124 FOL 893. REGISTERED 15.10.2003.
- I685104 PORTION COMPRISED IN DP28366 TO VOL 3125 FOL 944. REGISTERED 5.11.2003.

END OF PAGE 1 - CONTINUED OVER

## ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 270/DP220197

VOLUME/FOLIO: LR3010-475

PAGE 2

6. J150599 PORTION COMPRISED IN LOT 437 ON DP217193 TO VOL. 3127 FOL. 540. REGISTERED 14.1.2005.  
7. L752855 PORTION COMPRISED IN LOT 524 ON DP72594 TO VOL 3161 FOL 646. REGISTERED 6.10.2011.  
8. M092217 PORTION COMPRISED IN LOT 350 ON DP72974 TO VOL 3162 FOL 396. REGISTERED 2.11.2012.  
9. M976184 MEMORIAL. CONTAMINATED SITES ACT 2003 AS TO PORTION ONLY - SEE DEPOSITED PLAN 404844. REGISTERED 23.4.2015.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

## STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP220197.  
PREVIOUS TITLE: THIS TITLE.  
PROPERTY STREET ADDRESS: LOT 270 BROOME RD, ROEBUCK.  
LOCAL GOVERNMENT AREA: SHIRE OF BROOME.  
RESPONSIBLE AGENCY: DEPARTMENT OF LANDS (SLSD).

NOTE 1: J198431 SUBJECT TO SURVEY - NOT FOR ALIENATION PURPOSES  
NOTE 2: M880679 DEPOSITED PLAN (INTEREST ONLY) 404844 LODGED  
NOTE 3: M977946 CORRESPONDENCE FILE 01156-2014-01RO



WESTERN



AUSTRALIA

RECORD OF CERTIFICATE  
OF  
CROWN LAND TITLE  
UNDER THE TRANSFER OF LAND ACT 1893  
AND THE LAND ADMINISTRATION ACT 1997

REGISTER NUMBER	
524/DP72594	
Duplicate Edition	Date Duplicate Issued
N/A	N/A

VOLUME  
LR3161FOLIO  
646**NO DUPLICATE CREATED**

The undermentioned land is Crown land in the name of the STATE of WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.

  
REGISTRAR OF TITLES**LAND DESCRIPTION:**

LOT 524 ON DEPOSITED PLAN 72594

**STATUS ORDER AND PRIMARY INTEREST HOLDER:  
(FIRST SCHEDULE)**

STATUS ORDER/INTEREST: PASTORAL LEASE

PRIMARY INTEREST HOLDER: NYAMBA BURU YAWURU LTD OF 55 REID ROAD, CABLE BEACH  
(TL M955850) REGISTERED 1 APRIL 2015**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:  
(SECOND SCHEDULE)**

- PASTORAL LEASE CL516/1997, SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN THE SAID LEASE.

H111795	TRANSFER OF LEASE, ON CL516/1997, REGISTERED 18.5.1999.
L784263	CHANGE OF ADDRESS AFFECTING LEASE CL516/1997. THE CORRECT ADDRESS OF THE LESSEE IS NOW GPO BOX 652, ADELAIDE, SOUTH AUSTRALIA, REGISTERED 16.11.2011.
M955850	TRANSFER OF LEASE, ON CL516/1997 REGISTERED 1.4.2015.
M955851	CAVEAT AFFECTING LEASE, CAVEAT BY INDIGENOUS LAND CORPORATION ON CL516/1997, LODGED 1.4.2015.
- H317527 AUTHORITY ORDER FOR THE TAKING OF INTERESTS, REGISTERED 21.12.1999.
- M761769 MEMORIAL LAND ADMINISTRATION ACT 1997, SECTION 17, REGISTERED 8.9.2014.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

END OF PAGE 1 - CONTINUED OVER

ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 524/DP72594

VOLUME/FOLIO: LR3161-646

PAGE 2

SKETCH OF LAND:	DP72594.
PREVIOUS TITLE:	LR3010-475.
PROPERTY STREET ADDRESS:	NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AREA:	SHIRE OF BROOME.
RESPONSIBLE AGENCY:	DEPARTMENT OF LANDS (SLSD).

NOTE 1:	L752855	SUBJECT TO SURVEY - NOT FOR ALIENATION PURPOSES
NOTE 2:	M977946	CORRESPONDENCE FILE 01156-2014-01RO



## Ritchie, Leah

---

**From:** Ritchie, Leah  
**Sent:** Friday, 26 June 2015 9:33 AM  
**To:** 'Rodney Nichole'  
**Cc:** Nguyen, Tri  
**Subject:** RE: Sublease - Roebuck Plains Station

Hi Rodney

The sub-lease has been signed by two NIPE Directors. Please see attachment.

I will send the originals (x 2) to you by express post today.

Regards

**Leah Ritchie** | Associate Counsel |  
Indigenous Land Corporation |  
P: 08 8100 7100 | F: 08 8180 0489 |  
Leah.Ritchie@ilc.gov.au | www.ilc.gov.au



Australian Government  
Indigenous Land Corporation

---

**From:** Rodney Nichole [mailto:rodney.nichole@yawuru.org.au]  
**Sent:** Wednesday, 24 June 2015 11:05 AM  
**To:** Ritchie, Leah  
**Subject:** RE: Sublease - Roebuck Plains Station

No worries Leah

Gala mabu, thank you.

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney@yawuru.org.au)



NYAMBA BURU YAWURU LTD

**From:** Ritchie, Leah [mailto:Leah.Ritchie@ilc.gov.au]  
**Sent:** Wednesday, 24 June 2015 9:29 AM  
**To:** Rodney Nichole  
**Subject:** RE: Sublease - Roebuck Plains Station

Hi Rodney

I realised yesterday that the Sub-lease needs to be signed by two NIPE Directors. I have contacted someone who will arrange signatures. Hopefully it doesn't take too long.

Regards  
Leah

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Tuesday, 23 June 2015 5:42 AM  
**To:** Ritchie, Leah  
**Subject:** Re: Sublease - Roebuck Plains Station

Leah on reflection can I get back to you today on the ABN for NBY.  
Regards

Sent from my iPad

On 22 Jun 2015, at 12:56 pm, Ritchie, Leah <[Leah.Ritchie@ilc.gov.au](mailto:Leah.Ritchie@ilc.gov.au)> wrote:

Hi Rodney

Please see prepared form LTC attached and the annexure page for execution. I note that in the word version attachment of the Roebuck Plains approved draft sublease the ACN rather than the ABN for Nyamba Buru Yawuru is used. Would you like me to change that? Is that document the final version of the sub lease?

Please let me know if the prepared forms are okay.

Kind regards

**Leah Ritchie** | Associate Counsel |  
Indigenous Land Corporation |  
P: 08 8100 7100 | F: 08 8180 0489 |  
[Leah.Ritchie@ilc.gov.au](mailto:Leah.Ritchie@ilc.gov.au) | [www.ilc.gov.au](http://www.ilc.gov.au)  
<image002.jpg>

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Monday, 22 June 2015 1:20 PM  
**To:** Nguyen, Tri  
**Cc:** Ritchie, Leah  
**Subject:** FW: Sublease - Roebuck Plains Station

Tri just following up on this being mindful of the 1 July 2015.

Gala mabu, thank you.

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 |



**From:** Rodney Nichole  
**Sent:** Monday, 15 June 2015 11:03 AM  
**To:** 'Nguyen, Tri'  
**Cc:** 'Ritchie, Leah'  
**Subject:** FW: Sublease - Roebuck Plains Station

Tri,

Please would you complete and have executed Form L2cC for registration of the Lease after the 1<sup>st</sup> July 2015.

The form can be found at

[http://www0.landgate.wa.gov.au/docvault.nsf/web/FREEHOLD\\_LRFORMS/\\$file/FOR\\_DLI\\_L2.pdf](http://www0.landgate.wa.gov.au/docvault.nsf/web/FREEHOLD_LRFORMS/$file/FOR_DLI_L2.pdf)

Gala mabu, thank you.

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 |



**From:** Rodney Nichole  
**Sent:** Friday, 5 June 2015 5:04 PM  
**To:** 'Nguyen, Tri'  
**Cc:** 'Alderton, Kate'; 'Ritchie, Leah'  
**Subject:** RE: Sublease - Roebuck Plains Station

Tri,

Please see attached the recently approved draft sublease for RPS which is now in registrable form for execution on Page 20. Please return the executed copy to us for execution and registration against the new Headlease on or after the 1<sup>st</sup> July 2015.

We will forward the Lease registration form to you next week.

regards

Gala mabu, thank you.



Rodney Nichole  
General Counsel

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 |



**From:** Nguyen, Tri [<mailto:Tri.Nguyen@ilc.gov.au>]  
**Sent:** Friday, 5 June 2015 6:29 AM  
**To:** Rodney Nichole  
**Subject:** RE: Sublease - Roebuck Plains Station

Thanks Rodney,  
I concur with your opinion.  
Cheers  
Tri

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Thursday, 4 June 2015 1:55 PM  
**To:** Nguyen, Tri  
**Cc:** Alderton, Kate  
**Subject:** Sublease - Roebuck Plains Station

Tri,

We refer to our telephone conversation of the 3 and 4<sup>th</sup> June 2015.

The Deed of Grant of RPS dated 1st September 2014 between ILC and NBY ( which incorporates the essential terms and conditions of the sublease in the Terms Sheet dated 13<sup>th</sup> May 2014 ) complies with the requirement of Section 33 of the Property Law Act (WA) which provides that "All conveyances of land or of any interest therein are void for the purpose of conveying or creating a legal estate **unless made by deed**. The Deed of grant in our view is a conveyance which is effective from the date of the Terms Sheet 13<sup>th</sup> May 2014.

The Term Sheet states that NBY will sublease RPS to ILC (here NIPE) for an initial term of 7 years and a renewed term of 8 years commencing on the 1st July 2014 and ending on the 30 June 2029. The executed sublease dated 25<sup>th</sup> February 2015 which was approved by the Minister's delegate mirrors these terms and clarifies that the first year of the initial term of the sublease is under the current Pastoral lease 3114/499 which will expire on the 30th June 2015 and that the remainder of the initial term of the sublease of six years and any renewed term of 8 years will be under the renewal of the Head lease from the 1 July 2015.

The Department of Land as you aware, have now requested a separation of the subleases ,the first being for the term of one year from the 1 July 2014 to 30th June 2015 under current Pastoral Lease 3114/499 and a second sublease under the renewal of the Headlease commencing the 1st July 2015 for a period of six years with an option to renew

for a period of 8 years. The first sublease is in effect the executed Sublease dated 25 February 2015 under Pastoral Lease 3114/499 and the second sublease is the recently approved draft by DOL which is now in registrable form and will be registered at Landgate against the renewed Head lease (option 2 ) which we have executed and returned to DOL for registration at Landgate on the 1 July 2015.

The Crown Lease 516 – 1997 being Pastoral Lease 3114/499 was legally transferred to NBY on 1 April 2015 pursuant to the Deed of Grant date 1<sup>st</sup> September 2014 on satisfaction of the Conditions Precedent in the Deed of Grant ( ie Ministerial approval of the Grant of RPS and the executed Sublease dated 26 February 2015).

We are of the view that there was an equitable and enforceable sublease between NBY and NIPE in estoppel arising from the Deed of Grant for RPS prior to the transfer of legal title of Crown Lease 516 - 1997 from ILC to NBY on the 1 April 2015 . An equitable sub lease here arises in estoppel, such as when a landlord acquires the legal estate, then allows a tenant to gain a leasehold interest, which in turns leads to the creation of an equitable lease, which was a view expressed by Middleton J in *Haslam v Money for Living (Aust) Pty Ltd* (2008) 250 ALR 419:

*"A tenancy by estoppel arises most commonly on a fee simple conveyance, where the purchaser actually leases the property to a tenant before the purchaser acquires any interest in the land. In such a situation, if the landlord later acquires the necessary interest, usually the fee simple estate, the tenant will then automatically acquire a legal tenancy by question of law under the principle of 'feeding the estoppel'.*

In addition NIPE by ILC are lessees in possession of RPS and prior to transfer of Pastoral Lease 516 – 1997 from ILC to NBY there have been acts of part performance of the Equitable sublease. Additionally, an equitable lease may arise under the doctrine of part performance and where it can be proved that certain acts had been performed unequivocally in reference to the alleged leasing agreement – even in the absence of anything in writing – then equity may enforce the lease.

We accordingly believe that the legal documents provide a sufficient contractual basis and justification to your auditors to support payment of rent and other monies by the ILC and /or NIPE to NBY to date.

We will forward the final draft sublease in registrable form for signature in counterpart as well as the registration of lease form in due course.

Happy to discuss further if required.

Regards

Gala mabu, thank you.

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 |





---

**\*\*\* IMPORTANT - PLEASE READ \*\*\***

*This email and any files transmitted with it are confidential and may contain information protected by law from disclosure. If you have received this message in error, please notify the sender immediately and delete this email from your system. No warranty is given that this email or files, if attached to this email, are free from computer viruses or other defects. They are provided on the basis the user assumes all responsibility for loss, damage or consequence resulting directly or indirectly from their use, whether caused by the negligence of the sender or not*

---

**\*\*\* IMPORTANT - PLEASE READ \*\*\***

*This email and any files transmitted with it are confidential and may contain information protected by law from disclosure. If you have received this message in error, please notify the sender immediately and delete this email from your system. No warranty is given that this email or files, if attached to this email, are free from computer viruses or other defects. They are provided on the basis the user assumes all responsibility for loss, damage or consequence resulting directly or indirectly from their use, whether caused by the negligence of the sender or not*

**<FOR\_DLI\_CR\_REGIST\_Sub\_Lease\_L2C.pdf>**

**<Annexure Page - sub lease.pdf>**

---

**\*\*\* IMPORTANT - PLEASE READ \*\*\***

*This email and any files transmitted with it are confidential and may contain information protected by law from disclosure. If you have received this message in error, please notify the sender immediately and delete this email from your system. No warranty is given that this email or files, if attached to this email, are free from computer viruses or other defects. They are provided on the basis the user assumes all responsibility for loss, damage or consequence resulting directly or indirectly from their use, whether caused by the negligence of the sender or not*

**COPY**SENT TO RODNEY  
NICHOLE 26-06-15  
FOR REGISTRATION**SUB-LEASE (SL)**

LEASE NUMBER	DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
Crown Lease				
516/1997	Lot 270 on DP 220197	Whole	3010	475
516/1997	Lot 524 on DP 72594	Whole	3161	646

**LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 2)**

Nil

**SUB-LESSOR (NOTE 3)**

Nyamba Buru Yawuru Ltd (ACN 137 306 917) of 55 Reid Road, Cable Beach, WA 6726

**SUB-LESSEE (NOTE 4)**

National Indigenicus Pastoral Enterprises Pty Ltd (ABN 28 108 266 548) of Level 7, 121 King William Street, Adelaide SA 5000

**TERM OF SUB-LEASE (NOTE 5)**

6 Years 0 months 0 days

Commencing from 1 day of July in the year 2015

THE SUB-LESSOR as the proprietor of the above LEASE HEREBY SUB-LEASES TO THE SUB-LESSEE the land above described subject to the encumbrances as shown hereon being the (Note 6) WHOLE of the land in the said lease to be held by the Sub-Lessee for the above term at the clear yearly rental of (Note 7).

As described in Item 3 of the Reference Schedule in the sub-lease, on page 22.

**PAYMENT TERMS (NOTE 8)**

As described in Clause 8 in the sub-lease, on page 6.

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER *THE LAND ADMINISTRATION ACT 1997* AND *THE TRANSFER OF LAND ACT 1893* AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

---

Y903

This Lease is made this            day of            2015.

Between

Nyamba Buru Yawuru Ltd (ACN 137 306 917) of 55 Reid Road, Broome WA 6725 ("Lessor")

and

National Indigenous Pastoral Enterprises Pty Ltd (ABN 28 108 266 548) of level 7, 121 King William Street, Adelaide SA 5000 ("Lessee") as a wholly owned subsidiary of the Indigenous Land Corporation (ABN 59 912 679 254), a Commonwealth Statutory Corporation.

## Definitions and Interpretation

### 1.1 Definitions

In this Lease, unless the context otherwise requires:

**buildings and improvements** means the buildings, yards, drains, bores, bore drains, wells, ground tanks, reservoirs, dams, levee banks, fences, gates, grids, ramps, roads, private telephone lines, private powered lines, wiring, water pipes, gas pipes, sheds, dips, mailboxes, huts, cottages, homesteads, outbuildings, power generation plant and equipment, all pumping equipment, troughs, windmills, associated with existing livestock watering and all other plant and equipment and other structures of any kind on the land, all existing and developed stock bores;

**Capital Improvement** means any new, mutually agreed property development project that has been negotiated between the Lessor and the Lessee prior to the investment being made.

**Chattels** mean goods or chattels other than:

- i. The Chattels granted by the Lessee to the Lessor pursuant to the Deed of Grant;
- ii. Lessee's Fixtures held at the Premises by the Lessee from time to time;

**Deed of Grant** means the deed between the Indigenous Land Corporation and Nyamba Buru Yawuru Ltd (ACN 137 306 917) dated 1 September 2014.

**Further Term** means the further term described in Item 3;

**Head Lessor** means the Minister for Lands, Western Australia;

**Item** means an Item in the reference schedule to the Lease;

**Land** means the land described in Item 1, and includes the buildings and improvements;



**Law** means any Federal, State, Territorial or local government legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia, and includes any requirement of any statute, regulation, proclamation, ordinance, local law or by-law, present or future, and whether state, federal or otherwise;

**LAA** means the *Land Administration Act 1997 (WA)*

**Head Lease** means the Pastoral Lease comprising of Lot 270 on Deposited Plan 220197, Whole of Crown Land Title 3010/475 and Lot 524 on Deposited Plan 72594 Whole of Crown Land Title 3161/646. **Indigenous Protected Area Plan of Management** means the approved management plan for the Yawuru Indigenous Protected Area (IPA) as declared by the Australian Government (Cth).

**Lease** means this sublease and all annexures and schedules relating to the sublease;

**Lessee's Fixtures** means partitioning, fittings, plant, equipment, machinery, shelving, counters, signs, safes and other articles in the nature of trade or tenants' fixtures erected or installed in accordance with the management plan or otherwise, in or on the Premises or upon the Land by the Lessee from time to time;

**Lessor** means the Lessor named in this Lease and includes its successors and assigns and where the context so permits, the employees, agents, contractors and invitees of the Lessor;

**Lessor's Property** means fixtures, fittings, furnishings, plant, machinery and equipment of the Lessor erected or installed therein or upon the Land;

**Life Cycle Asset Plan** means the life cycle management plan to be prepared by the Lessee pursuant to this Lease;

**Minister for Lands** means a body corporate constituted under the *Land Administration Act 1997 (WA)*;

**Party** means a party to the Lease;

**Pastoral Industry Best management Practice** the guidelines as set out in the DAFWA publication - "Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia"

**Permitted Use** means the permitted use in Item 4;

**Premises** means the Land, including the building and improvements, together with any modifications, extensions or alterations to the buildings and improvements from time to time and where the context so permits includes the fixtures, fittings, furnishings, plant, machinery and equipment of the Lessor erected or installed therein or upon the Land and the Lessee's Fixtures; and

**Reference schedule** means the Reference Schedule described as such in the Lease.



**Rent** means the rent set out in Item 3;

**Station Operational Plan** – the annual livestock movements schedule and resulting budget for a 12 month period (typically a calendar year);

**Valuer** means a person licensed under the *Land Valuers Licensing Act 1978*.

## **1.2 Interpretation**

In this Lease unless the context otherwise requires"

- (a) Where used in the Lease words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
- (b) All heading in this Lease have been inserted for guidance only and do not form any part of the provisions of the Lease and shall not limit or govern the construction of the Lease.
- (c) Any reference in the Lease to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute referred to or incorporation any of its provisions.
- (d) A reference in the Lease to a body (including, without limitation, an institute, association or authority) or position:
  - (i) Which ceases to exist; or
  - (ii) Whose powers or functions are transferred to any other body or position,shall be deemed to be a reference to the body or position which replaces it or which substantially succeeds to its power or functions

## **1.3 Severability**

If any provision of the Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining provisions shall not be affected thereby and each provision of the Lease shall be valid or enforceable to the fullest extent permitted by law.

## **1.4 Business Days**

Where under the Lease or anything done pursuant to the Lease the day on or by which any act is to be done or is deemed to be done is a Saturday or a Sunday or a public holiday in the State of Western Australia such act may be done or shall be deemed to have been done on the next succeeding day which is not a Saturday, Sunday or such a public holiday.

### **1.5 Joint and Several**

Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

### **1.6 Contra Proferentum**

In the interpretation of the Lease no rules of construction shall apply to the disadvantage of one party on the basis that such party put forward the Lease or any part thereof.

## **2. Preservation of Native Title Rights**

### **2.1 The parties acknowledge that;**

- (a) The Yawuru People are the common law holders of exclusive possession and occupation native title rights and interests over the area of the premises in accordance with the Further Consolidated Amended Orders and Determination (as amended by the orders of French J made 23 November 2006, 30<sup>th</sup> April 2007 and 9<sup>th</sup> May 2007 and Branson, North and Mansfield JJ made 18<sup>th</sup> July 2008) in Sebastian and State of Western Australia Federal Court WAD 6006 of 1998 and WAD 223 of 2004 .
- (b) Subject to subclause c, the grant of the lease is subject to the co-existence of the Yawuru People's exclusive possession and occupation native title rights and interests with the rights and interests of the Lessee under this Lease.
- (c) The rights and interests of the Lessee prevails for the term/s under this Lease to the extent of any inconsistency with the Yawuru People's exclusive possession and occupation native title rights and interests which will be subordinate for the term/s of the Lease but will continue to exist and will not be extinguished.

### **2.2 The parties agree that they will use their best endeavours to negotiate and finalise a binding memorandum of understanding in part/s between the Indigenous Land Corporation, the Lessor, the Lessee and the Yawuru Native Title Holders Aboriginal Corporation in relation to the co-existence and concurrency of the respective rights of the Yawuru People and the Lessee including but not limited to the establishment of an implementation Committee to annually review operational plans (including Capex) for the premises, training opportunities and targets for the Yawuru particularly in relation to the development of managerial capacity and involvement in business opportunities and other relevant matters within one year of the date of execution of this lease.**

## **3. Reservation to Lessor**

### **3.1 Creation of Interests in land**

Subject to the consent of the Minister for Lands and the provisions of the *Land Administration Act 1997 (WA)*, the Lessor reserves the right to create any interest in respect of the Land, except that the Lessor may not create an interest that would:

- (a) Unreasonably, unnecessarily or substantially interfere with the Lessee's use or occupation of the Premises; or



- (b) Unreasonably, unnecessarily or substantially derogates from the enjoyment of the rights conferred on the Lessee by the Lease.

3.2 The Lessor shall give the Lessee at least 6 months written notice (unless the Lessee advises the Lessor in writing that it requires 12 months' notice, in which case the Lessor must agree to give 12 months' notice to the Lessee) of its intention to create any interest in respect of the land pursuant to subclause 3.1 and shall fully compensate the Lessee for any impact on Lessee's permitted uses of the Premises. Any dispute under this clause will be dealt with under clause 24.7

#### **4. Exclusion of the implied covenants and powers**

##### **4.1 Statutory Exclusions**

The covenants and powers implied by the *Transfer of Land Act 1893* (WA) do not apply to this Lease and are not implied in this Lease unless expressly included.

##### **4.2 Whole Agreement**

The provision contained in the Lease expressly or by statutory implication covers and comprises the whole of the terms of the Lease between the parties but without derogating from the rights of the parties under any collateral or other agreement between the parties.

#### **5. Manner of requesting and providing consent under lease**

Where the Lessee is required under the Lease to request the consent or approval of the Lessor, such request shall be in writing and the consent or approval:

- (a) must be given or refused in writing;
- (b) may be given unconditionally or subject to reasonable conditions; and
- (c) may not be refused or delayed unreasonably.

#### **6. Lessor's powers of entry to be exercised reasonably**

Except in the case of emergency, the Lessor shall exercise a power of entry under the Lease only at reasonable times, upon reasonable notice and in the company of representative of the Lessee (which the Lessee must provide when requested by the Lessor), and without causing undue interference with the use or occupation of the premises by the Lessee.

#### **7. Grant and term of lease**

##### **7.1 Grant and Term**

The Lessor hereby Leases the Premises to the Lessee subject to the covenants and agreement for the term commencing and terminating on the dates set out in Item 3.

## **7.2 Option to Extend**

- (a) If the Lessee intends to take a lease of the premises for the Further Term commencing and terminating on these dates set out in Item 3, it shall give the Lessor notice of such intention not more than six (6) months and not less than three (3) months before the termination date of the Lease.
- (b) Where at the termination date of the Lease there is no subsisting breach of the Lease by the Lessee notice of which has been given by the Lessor, the Lessor must, after receipt of a notice under clause 7.2(a), lease the premises to the Lessee for the Further Term
- (c) The Lessee shall be deemed not to be in default under the Lease for the purposes of clause 7.2(b) if after having received notice of default the Lessee is taking reasonable steps to rectify such default within the period set out in the notice.
- (d) The provisions of the lease for the further term shall be the same as those of the Lease except that this clause will be omitted from the lease of the further term.

## **7.3 Holding over**

If the Lessee continues to occupy the premises after the end of the Lease with the consent of the Lessor, it will do so as a tenant from month to month. The terms of the Lease will apply to the tenancy as far as they may be applicable. Either the Lessor or the Lessee may end the tenancy by one month's notice to the other, expiring at any time.

## **8. Rent**

The Lessee must pay the Lessor the rent, on presentation of a correctly rendered Tax Invoice, set out in Item 3 for the term of the Lease:

- (a) by quarterly instalments in advance with the first instalment payable on the Commencement Date;
- (b) at the place and in the manner notified by the Lessor in writing at any time or in the absence of that direction, at the address specified in Item 2;
- (c) without deduction or abatement; and
- (d) without demand from the Lessor.

## **9. Review of Rent**

### **9.1 Market Rent review**

#### **(a) Review**

On each market review date set out in Item 3 the rent for the time being reserved under this Lease is to be reviewed to the then current market rental in relation to the rent payable for the rental period commencing on the relevant market review date.

**(b) Notice of Review**

The Lessor must give the Lessee a notice specifying an amount which is in the opinion of the Lessor would be the current market rent of the Premises on the relevant market review date.

**(c) Rejection Notice**

- (i) If the Lessee disagrees with the current market rent proposed pursuant to clause 0 and gives notice to the Lessor within 14 days after the notice is given to it then the dispute will be referred to a valuer(s) under clause 9.1(d) to determine the current market rent of the Premises on the relevant market review date.
- (ii) If the Lessee does not object to the amount specified by the Lessor within 14 days after the notice is given to it then the Lessee will be deemed to have accepted the amount specified as the current market rent payable from the relevant market review date.

**(d) Determination by valuer**

The current market rent of the Premises is to be determined by a Valuer appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either the Lessor or the Lessee:

- (i) having regard to the terms of this Lease;
- (ii) assuming the Lessee and the Lessor have complied with all the terms of this Lease;
- (iii) assuming the Lessor is a willing but not an anxious landlord and the Lessee is a willing but not an anxious tenant and that the Lessee is being offered the Premises with vacant possession;
- (iv) having regard to the current rental value of premises similar to the Premises; and
- (v) having regard to all other relevant valuation principles.

**9.2 Valuer as expert**

In determining the current market rent, the appointed valuer is to act as an expert and not an arbitrator and the appointed valuer's determination is conclusive and binding on the Lessor and the Lessee.

**9.3 No reduction of Rent**

Notwithstanding any other provision of this clause 9, on a review date under this clause 9, the rent is not to be reduced below that payable immediately prior to the relevant review date.



#### **9.4 Failure to notify review**

Any failure by the Lessor to notify the Lessee prior to each of the relevant market review dates of the intention of the Lessor to review the rent shall not prejudice the right of the Lessor to review the rent or have the rent reviewed retrospectively provided that the review does not occur later than 6 months after the relevant market rent review date.

#### **9.5 Date for commencement of reviewed Rent**

The new rent shall be payable and paid at the new rate from and including the relevant review date irrespective of when the reviewed rent is agreed or determined.

#### **9.6 Costs**

All costs incurred in the valuation and determination of the reviewed rent shall be paid by the parties equally.

#### **9.7 Payment of Rent pending review**

- (a) Until the determination of rent has been made the Lessee will pay rent to the Lessor at the existing rate until the market rent dispute is determined;
- (b) any variation in rent as the result of any review under clauses 9.4 and 9.5 will take effect on the review date;
- (c) within 14 days of the determination, the Lessor will refund any overpaid rent or the Lessee will pay any shortfall in rent payable prior to the review date.

### **10. Outgoings**

#### **10.1 Lessor's obligation to pay outgoings**

The Lessor must pay the outgoings specified in Item 5(a) when due and payable.

#### **10.2 Lessee's obligation to pay outgoings**

The Lessee must pay the outgoings specified in Item 5(b) when due and payable.

### **11. Yielding up**

#### **11.1 Yield Up**

Subject to fair wear and tear, the Lessee must forthwith upon the termination or sooner determination of this Lease yield up to the Lessor the premises in good repair, clean condition, tidy and free from rubbish.

#### **11.2 Lessee's Fixtures**

The Lessee shall not be entitled to remove the Lessee's Fixtures or any improvements carried out by the Lessee in accordance with the Life Cycle Asset Plan at the termination of the Lease.

### **11.3 Chattels**

The Lessee must on or before the termination of the Lease remove the Chattels from the Premises and make good any damage caused to the premises by such removal unless otherwise agreed by the parties.

## **12. Lessor's Rights**

### **12.1 Lessor's Rights**

Notwithstanding any rule of law or of equity it is expressly agreed that the Lessor shall not be entitled to re-enter forfeit terminate or determine the Lease, unless the Lessee shall be in default under this Lease in the circumstances referred to in sub-clause 12.3.

### **12.2 Preservation of the Lessor's Rights**

Nothing in the clause 12 shall limit restrict or prejudice the Lessor's right:

- (a) to claim damages in respect of any such default or breach or failure to observe or perform any of the covenants obligations or conditions of this Lease;
- (b) to claim specific performance of any of the covenants, obligations or conditions of this Lease;
- (c) to seek an injunction restraining the Lessee from continued or future default or breach in respect of any of the covenants, obligations or conditions of this Lease; or
- (d) against the Lessee otherwise at law or in equity.

### **12.3 Default**

The Lessee shall be in default under the Lease if:

- (a) the rent or any money payable by the Lessee is unpaid for 21 days after written notice is given to the Lessee;
- (b) the Lessee fails to comply with any of the covenants of this Lease within 21 days of being requested so to do by notice in writing by the Lessor;
- (c) if the Lessee ceases or threatens to cease to carry on business;
- (d) if the Lessee is a company:
  - (i) an order is made or a resolution is made for its winding up except for reconstruction or amalgamation;
  - (ii) if the company enters into a composition or a scheme of arrangement;
  - (iii) the company is unable to pay its debts when due;

- (iv) receiver or receiver and manager or controller (as defined in the Corporations Law) is appointed in respect of any part of the property of the company.

#### **12.4 Forfeiture of Lease**

Subject to giving any prior demand or notice required by any Law if the Lessee defaults as specified in clause 12.3 the Lessor may (but without prejudicing any other rights of the Lessor in law or equity consequent on the Lessee's breach):

- (a) re-enter and take possession of the Premises and eject the Lessee and all other persons and this Lease will terminate; or
- (b) by notice to the Lessee, terminate this Lease from the date of giving the notice.

#### **12.5 Tender after termination**

In the absence of any election by the Lessor, any money tendered by the Lessee after termination and accepted by the Lessor will be applied:

- (a) firstly, on account of any unpaid rent and other money due under this Lease at the date of termination; and
- (b) secondly, on account of the Lessor's costs of re-entry.

### **13. Lessor may rectify**

#### **13.1 Lessor may rectify**

Subject to the other provisions of the Lease, the Lessor may rectify a breach by the Lessee of any provision of the Lease.

#### **13.2 Lessee to Pay Lessor's Costs and Expenses**

The Lessee must within one month of being requested so to do by notice from the Lessor pay the reasonable costs and expenses for which the Lessor becomes liable or which the Lessor suffers or incurs as a consequence of or in connection with a breach of the Lease by the Lessee including but not limited to the cost and expense incurred by the Lessor in rectifying such breach.

#### **13.3 No Derogation**

Sub-clauses 14.1 and 14.2 shall not operate to limit or derogate from the Lessee's rights under the other provisions of the Lease or at law or in equity.

#### **13.4 Remedies Cumulative**

The rights granted to the Lessor under sub-clauses 14.1 and 14.2 shall be in addition to and not in substitution for the Lessor's rights under the other provisions of the Lease or at law or in equity.



**14. Ownership of Lessee's Fixtures**

**14.1 Ownership of Lessee's Fixtures**

The Lessee's Fixtures remaining at the termination date of the Lease shall become the property of the Lessor without payment of compensation upon being erected or installed in or on the premises or upon the Land.

**14.2 Removal and Replacement of Fixtures.**

The Lessee shall be entitled to remove or replace the Lessee's Fixtures during the term of the Lease except where such removal is inconsistent with the Life Cycle Asset Plan.

**15. Permitted Use**

**15.1 Permitted Use**

The Lessee may use the land only for the purpose specified in Item 4 of the Reference Schedule.

**15.2 Illegal Use etc**

The Lessee shall not use the premises for;

- (a) any immoral purpose; or
- (b) any purpose prohibited by law; or
- (c) any purpose not permitted by, or which is inconsistent with, the terms of any Lease under the *Land Administration Act 1997* (WA).

**15.3 Lessee's own Enquiries**

The Lessor does not warrant that the premises are suitable for the Permitted Use.

**15.4 Lessee's own Enquiries**

The Lessee acknowledges that before entering into the Lease it inspected the Premises and that in entering into the Lease it relies upon its own enquiries in relation to the Premises and accepts the premises in their present condition and state of repair and with all defects whether latent or patent.

**15.5 Lessee not to create danger or nuisance**

The Lessee must not do or omit to do or permit any act on or about the premises that may:

- (a) damage or render dangerous, untidy or unclean the Premises or any land or premises adjoining or surrounding the Premises; or
- (b) constitute a nuisance at law or a danger to the owners or occupiers of land or premises adjoining or surrounding the Premises.

## **15.6 Licences and Approvals**

The Lessee is to take out and at all times keep current all conditions required by law, licences, permits and approvals required to carry on the Permitted Use specified in Item 4.

## **16. Repair and Maintenance**

### **16.1 Lessee to Repair and Maintain**

- (a) Subject to fair wear and tear, the Lessee must during the term of the Lease keep and maintain the Premises and the Lessee's Fixtures and property including but not limited to all residences on the Premises in good repair and in their condition at the beginning of this Lease as recorded in the Life Cycle Asset Report.
- (b) The Lessee must repair defects and damage to the Premises caused by an act, omission, negligence or default of the Lessee.

### **16.2 Capital and Structural Works**

Subject to the Special Conditions, the Lessee's obligation under sub-clause 16.1 shall, without limiting the generality of that sub-clause, include the obligation to carry out work of a capital or structural nature.

### **16.3 Cleaning**

The Lessee must keep the Premises clean and tidy and free from dirt, rubbish, garbage, debris, weeds, vermin, rodents, pests, and diseases.

### **16.4 Fire control**

- (a) The Lessee must undertake controlled burns of the country in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) The Lessee must maintain adequate fire breaks on the Premises to reduce impact of bushfires.

## **17. Additional Lessee Covenants**

### **17.1 Fencing**

Subject to the Special Conditions, the Lessee shall at its own cost and expense and in a proper and workmanlike manner:

- (a) repair and maintain any boundary and subdivisional fences existing on the land at the date of commencement of the Lease in accordance with clause 16.1;

### **17.2 New Fencing**

Subject to the Special Conditions, the Lessee must obtain the prior written consent of the Lessor to the construction of new fences and new fences in new locations. Any application



for consent must be accompanied by details of the proposed location of the fence and details of the construction of the fence. If the Lessor consents to the construction of the new fence, then the Lessee must construct the fence in accordance with the Lessor's consent.

### **17.3 Lessee to Comply with Laws**

The Lessee must comply with all Laws affecting the Land or the way the Lessee uses the Land. The Lessee, at its own cost, is to carry out any alterations, additions and repairs (including but not limited to structural alterations, additions and repairs ) to the Land required by any Law or any notices given under any Law if their necessity had been caused by either the Lessee or the way the Lessee has used the Land.

### **17.4 Laws in relation to use and occupation**

Without limiting the generality of clause 17.3, it is an express condition of this Lease that the Lessee shall at all times observe all Laws in relation to use, occupation, development or building upon the Land or the carrying out of any renovation, refurbishment, repair, alteration, or other work to the Premises or on the Land and shall comply with all notices issued in pursuance thereof as though the Lessee was the freehold owner of the Land.

### **17.5 Pest and Noxious Weed Control**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations, the Lessee must take all reasonable steps to keep the land free of rabbits, feral camels, foxes and other vermin, and noxious weeds, prohibited shrubs and vegetation, and comply with all Laws relating to them.

### **17.6 Infectious Diseases**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations:

- (a) The Lessee must give notice of all infectious illnesses to humans and livestock to the Lessor and all relevant public authorities as required by Law.
- (b) The Lessee must, at its own cost, comply with all requirements of all public authorities under any Law regarding fumigation, disinfection, eradication and prevention of such diseases. The Lessee must also comply with requirements of all Laws regarding the quarantining of stock.

### **17.7 Livestock**

The Lessee must maintain quality and marketable breeds of livestock on the premises which shall be managed in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.

### **17.8 Timber and Vegetation.**

The Lessee must not clear any timber and vegetation on the premises except for the purposes of the maintenance or construction of fencing.

#### **17.9 Quotas, Licences and Permits**

The Lessee must do all things reasonably necessary to ensure that any quota, licence or permit now or in the future in relation to the Land or any activity on the Land is preserved.

#### **17.10 Ecologically Sustainable Rangelands Monitoring Plan**

The Lessee agrees that it shall undertake the development of the Roebuck Plains Ecologically Sustainable Rangelands Monitoring (ESRM) station management plan jointly with the Yawuru Indigenous Protected Area (IPA) team for the identification of the cultural, ecological, social and economic values on the premises.

The Lessee agrees that it will work with the IPA team also in accordance with the IPA Plan of Management to ensure the adaptive management strategies contained therein are implemented in accordance with mutually agreeable budget and resource allocation.

### **18. Lessor's Powers of Entry**

#### **18.1 Compliance by Lessor with requirements of competent authority**

Subject to giving the Lessee reasonable notice the Lessor may enter the premises for the purpose of complying with any requirement of a competent authority or with any requirements of any Law where the Lessee is not obliged under this Lease to comply with the requirements of the Law.

#### **18.2 Lessor May Enter to View the Land**

Subject to giving the Lessee seven days' notice, the Lessor or any person authorised by the Lessor, may enter the Premises and view the state of repair and condition of the Land. The Lessor may notify the Lessee of any defects and require the Lessee to remedy them as required by the Lease within a reasonable time.

#### **18.3 Lessor may enter for the purposes of IPA land management work**

The Lessor or any person authorised by the Lessor may enter onto the premises for the purpose of carrying out on ground works under the IPA Plan of Management

### **19. Quiet enjoyment**

Subject to complying with the provision of the Lease, the Lessee may peaceably possess and enjoy the premises for the term of the Lease without any interruption or disturbance from the Lessor except where such interruption or disturbance is permitted by other provisions of the Lease or by law.

### **20. Lessee to effect insurance**

#### **20.1 Lessee to Insure Improvements**

Subject to the Special Conditions, the Lessee must at its cost insure and keep insured during the term of the Lease the Premises for not less than their full replacement or reinstatement



value against loss, damage or destruction from any insurance risk against which the Lessee is reasonably required to insure by the Lessor from time to time including but not limited to loss, damage or destruction from fire, explosion, cyclone, storm, tempest, lightning, wind, hail, earthquake, water, smoke, sprinkler leakage, flood, riot, civil commotion, malicious damage, impact by vehicles or aircraft, objects falling from aircraft, theft and vandalism.

#### **20.2 Public Liability Insurance**

The Lessee must at its cost effect and keep current in relation to the premises during the term of the Lease a public risk insurance policy for an amount insured in respect of each occurrence of at least twenty million dollars (\$20,000,000.00).

#### **20.3 Workers' Compensation Insurance**

The Lessee is required to maintain appropriate Workers' Compensation Insurance.

#### **20.4 Certificate of Currency**

A Certificate of Currency is to be provided to the Lessor on renewal of the policy each year for each of the policies described in clauses 20.1, 20.1and 20.3.

### **21. Lessee to release and indemnify Lessor**

#### **21.1 Indemnity**

The Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Lessor from and against all actions, claims and demands made against the Lessor in respect of any damage to or loss of property, personal injury or death sustained in or in connection with the Premises or the Lessee's use or occupation thereof.

#### **21.2 Lessor's negligence**

Sub-clause 21.1 shall not apply in respect of damage, loss, injury or death caused by a wilful or negligent act or omission of the Lessor.

### **22. Notices**

#### **22.1 Method**

A notice given by a party under the Lease must be in writing and hand delivered or sent by pre-paid ordinary or certified post to the other party at the address set out in Item 2 unless and until a party gives notice to the other of another address for the giving of notices.

#### **22.2 Date of Service**

Any notice given by post shall be deemed to have been duly given on the second day after the day it was posted.

## **23. Costs, Stamp duty and registration**

### **23.1 Legal costs**

The parties shall pay their own legal costs and expenses in relation to this Lease.

### **23.2 Duty and Registration Fees**

The Lessor shall pay any duty payable on this Lease, the cost of producing any title at the Land Titles Office of Western Australia to enable registration of the Lease and the cost of registration.

### **23.3 Consent and Approval Fees**

- (a) The grant of this Lease is subject to and conditional upon the consent of the Minister under section 18 of the LAA.
- (b) Where under this Lease the doing or executing of any act, manner or thing by the Lessor or the Lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.
- (c) The Lessor must obtain the Ministers consent to this Lease.
- (d) The Lessee must pay the reasonable legal costs and expenses which the Lessor incurs in consequence of or in connection with granting its approval or consent under the Lease.

### **23.4 Parties Responsible For Own Costs**

Whenever a party is required under the Lease to do any act, the doing of such act shall, unless the Lease otherwise provides, be at the sole risk and expense of that party.

### **23.5 Changes to sublease**

The Lessee must pay the costs for the preparation, negotiation and execution of any variations to this Lease agreed by the parties during the term or any further term of this Lease.

## **24. Head Lease**

### **24.1 Inclusion of terms of Head Lease**

Except as to the Term and the Rent and otherwise herein expressly or by necessary implication excepted or modified, this Lease is made upon the same terms as the Head Lease which shall apply *mutatis mutandis* as between the Lessee and the Lessor as if the terms, agreements, covenants and conditions of the Head Lease were expressly set out herein as an exception to this clause

#### **24.2 Lessor to observe the Head Lease**

The Lessor covenants with the Lessee to comply with and observe all the terms agreements covenants and conditions of the Head Lease.

#### **24.3 Termination of Head Lease**

If the Head Lease is terminated for any reason whatsoever then this Lease shall also terminate simultaneously with the termination of the Head Lease and the Head Lessor shall be entitled to enter into possession of the Premises and the Lessee shall have no claim whatsoever against the Head Lessor.

#### **24.4 Assignment & Subletting**

- (a) The Lessee must not, without the prior written consent of the Lessor (which consent must not be unreasonably withheld or delayed) or, without limiting the generality of section 18 of the LAA, without the prior written consent of the Minister:
  - (i) part with possession of, share possession of or sublet the Premises; or
  - (ii) mortgage, charge or in any way encumber the Lessee's estate or interest in the Premises or its rights and powers as Lessee under this Lease; or
  - (iii) dispose of, deal with, or assign its estate or interest in the Premises or its rights and powers as Lessee under this Lease; or
  - (iv) otherwise deal with any interest whatsoever in the Premises or the Lessee's estate or interest under this Lease.
- (b) Any consent of the Minister under clause 24.4(a) may be subject to such terms and conditions as the Minister in its absolute discretion may impose.
- (c) For the purposes of clause 24.4(a)(iii) where the Lessee is a corporation ( not being a corporation where shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 50 of the Corporations Law) in the corporation or any related body corporate (within the meaning of section 50 of the Corporations Law) shall be deemed to be an assignment of the Premises and the benefit of this Lease and must require prior approval in writing of the Minister.
- (d) The Lessee acknowledges:
  - (i) the provisions of section 18 of the LAA relating to the Lessee's obligation to obtain the Minister's prior written approval to deal with any interests in the Premises or the Lessee's interest in this Lease; and
  - (ii) the Minister may, before giving approval under section 18 of the LAA, in writing require:



- (A) such information concerning the transaction for which approval is sought as the Minister specifies; and
  - (B) information furnished in compliance with this clause to be verified by statutory declaration.
- (e) The provisions of sections 80 and 82 of the *Property Law Act 1969* (WA) are hereby excluded.

#### **24.5 Waiver negatived**

No waiver by the Lessor of a breach of any provision on the part of the Lessee in this Lease shall operate as a waiver of another provision in the Lease and the Lessor's failure to take advantage of or act upon any breach on any provision on the part of the Lessee shall not be or be construed as a waiver thereof.

#### **24.6 Partnership negatived**

Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party as creating the relationship of a partnership or of principal and agent or joint venture between the parties to this Lease.

#### **24.7 Dispute resolution**

- (a) Any dispute arising under clause 3.2 as to the compensation payable to the Lessee is to be determined by a properly qualified member of the Australian Property Institute appointed by the president at the request of either the Lessor or the Lessee.
- (b) In making a determination, the appointed member must act as an expert and not as an arbitrator.
- (c) The appointed member must make a written determination containing reasons as soon as possible after appointment, but the member must give each party the opportunity to make written submissions.
- (d) The cost of the determination must be paid by both parties in equal shares unless otherwise decided by the member.

### **25. GST**

#### **25.1 GST payable**

The Lessee must pay to the Lessor any GST payable by the Lessor in accordance with the requirements of the GST Act. Such payments are to be made by the Lessee prior to the date for payment of the GST by the Lessor or on the dates for the payment of Rent, and other moneys payable under this Lease whichever is the earlier.

## **25.2 GST exclusive**

Any Rent or other payment obligation stated or referred to in this Lease does not include GST unless it is expressly included and GST must be paid in addition to that Rent or payment obligation. Unless GST is expressly included, the consideration for any supply by the Lessor to the Lessee is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.

## **25.3 Tax invoice**

If registered for GST, the Lessor must provide to the Lessee a GST tax invoice as required by the GST Act.

## **25.4 Definitions**

### **In this clause/s**

**GST** means a goods and services tax payable under the GST Act or which is or may be levied or assessed or become payable in respect of Rent, Outgoings or in connection with the supply of the Premises or any goods, services, facilities or other things by the Landlord to the Tenant under this Lease or any extension, renewal or holding over;

**GST Act** means *A New Tax System (Goods and Services) Act 1999 (Cth)* and transitional and amending and associated acts and regulations;

## **26. Special Conditions**

Special Conditions in the Reference Schedule apply to this Lease and this Lease is granted subject to and conditional upon those Special Conditions. In the event of an inconsistency between this Lease and the Special Conditions, the Special Conditions are to prevail.

**EXECUTED** by the parties as a Deed

Executed by National Indigenous Pastoral )  
Enterprises Pty Ltd (ABN 28 108 266 548) in )  
accordance with section 127 of the )  
*Corporations Act 2001* in the presence of: )  
)  
)

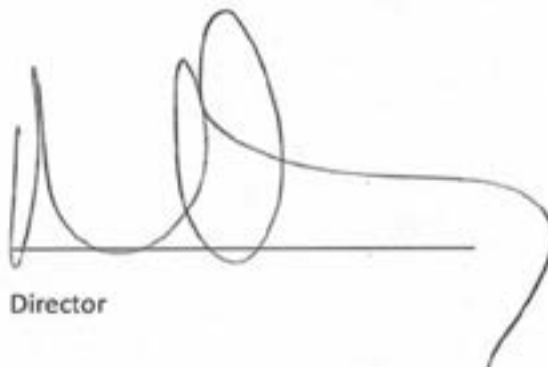


Director

GRAHAM ATKINSON

Name of Director

(BLOCK LETTERS)



Director

NEIL WESTBURY

Name of Director

(BLOCK LETTERS)

Executed by **NYAMBA BURU YAWURU PTY LTD (ACN 137 306 917)** in accordance with section 127 of the *Corporations Act 2001* in the presence of:

)  
)  
)  
)  
)

---

Director

---

Director/Company Secretary

---

Name of Director  
(BLOCK LETTERS)

---

Name of Director/Company Secretary  
(BLOCK LETTERS)



## Reference Schedule

### Item 1 –Description of land

Lot 270 on Deposited Plan 220197, Whole of Crown Land Title 3010/475 and Lot 524 on Deposited Plan 72594 Whole of Crown Land Title 3161/646

### Item 2 – Address for Service of Notices

Lessor's address:

Nyamba Buru Yawuru Ltd

55 Reid Road  
Broome WA 6725]  
[PO Box 425 Broome WA 6725

Lessee's address:

National Indigenous Pastoral Enterprises Pty Ltd  
Level 7  
121 King William Street  
ADELAIDE SA 5000  
(PO Box 652 Adelaide)

### Item 3 – Term / commencement Date / Termination Date / Option Term

By Deed of Grant dated the 1<sup>st</sup> September 2014 the Lessor agreed to grant a Sublease to the Lessee commencing immediately upon the effective renewal of the Head lease provided that the Term of the Sublease was to be reduced by 12 months:

Term: 6 years

Commencement Date: 1 July 2015

Terminating Date: 30 June 2021

8 years

Further Term: 1 July 2021

Further Term Commencement Date:

Terminating Date of Further Term: 30 June 2029

Rent: \$340,000 per annum (exclusive of GST)

Market review dates: 1<sup>st</sup> July 2016, 1<sup>st</sup> July 2018, 1<sup>st</sup> July 2021, 1<sup>st</sup> July 2023, 1<sup>st</sup> July 2025

#### Item 4 – Permitted Use

Pastoral activities only consistent with the Head Lease (and as renewed from 1 July 2015) terms and conditions in force for the duration of this Lease and for pastoral purposes pursuant to Section 106 of the LAA.

#### Item 5 – Outgoings

##### 5(a) Lessor outgoings

- Council rates, fixed water Fee,
- Lessor must reimburse the Lessee for insurance premiums related to buildings and improvements owned by the Lessor taken out by the Lessee pursuant to clause 20.1.

##### 5(b) Lessee outgoings

- All outgoings other than the Lessor outgoings.
- Lessee must also pay:
  - » Pastoral Lease annual rental;
  - » All services separately metered to the property;
  - » All stock and domestic water charges (except for fixed licence fees);
  - » All waste disposal charges;
  - » Any other utilities or consumables used or consumed on the Property; and
  - » Other rates, charges imposed directly on the Property, the Lessee's pastoral operations, Lessee's property and the Lessee's occupation of the Property.

#### Item 6 Special Conditions

##### 1. Stocking

- (a) It is agreed by the Lessee that the Premises will be stocked with quality and marketable breeds of cattle and at appropriate levels to ensure the sustainable good stewardship of the Premises in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.

- (b) It is agreed by the Lessee that the average stocking levels on the property over any three year period will not exceed 18,000 Cattle Units (annualised). A Cattle Unit is as defined by the Pastoral Lands Board.
- (c) It is agreed that the Lessee may use the land for grazing of cattle, horses and other livestock on the land.
- (d) The Lessor must promptly submit all required livestock returns to the Pastoral Lands Board as required.

## **2. De-stocking at the end of the Lease**

The Lessee, subject always to good animal husbandry practice and its obligations under relevant Animal Welfare legislation must, at the termination or sooner determination of this Lease, if so directed by the Lessor, fully destock the Premises of all livestock in the control of the Lessee. The Lessee agrees to grant the Lessor the right of first refusal to purchase the livestock at market value (with a period of offer of not less than 60 days to exercise the right).

## **3. Change of Permitted Use of the Premises.**

The Lessor reserves the right to allow or deny the Lessee's application for any permits pursuant to Division 5 (Permits) of the LAA. Any consent of the Lessor under this special condition may be subject to such terms and conditions as the Lessor may in its absolute discretion impose including but not limited to varying the rent and other lease terms and conditions.

## **4. Structure Expenditure - Lessor**

The Lessor will be required during the term and any further term to replace, renew, upgrade and/or make good, all structures on the Premises which have reached the end of their useful life, or require one off major repairs to preserve or extend their useful life. It is acknowledged by the Lessor and Lessee that several of the existing buildings (namely the training room; trainee accommodation rooms; swimming pool and trainees' recreation room as identified in the plan attached) are an overcapitalisation of the premises for pastoral purposes due to the pastoral training activities currently undertaken by the Lessee. This fact must be considered when assessing the Lessor's obligation to replace, renew, upgrade or make good all structures on the Premises and in which respect such an obligation only arises on the Lessor where such an obligation is reasonable in light of this fact.

If the parties cannot agree on whether a required activity is the Lessor's obligation for Structure Expenditure or a Lessee's obligation to maintain, repair, replace, upgrade or make good Structures under this Lease then:

- (a) either party may notify the other party of the dispute in writing and provide written reasons of dispute within 30 days of giving the notice of dispute. The other party must provide a response in writing within 30 days of receipt of the written reasons for dispute;
- (b) the parties must meet to resolve the dispute within 30 days of the written response being provided;
- (c) if agreement is not reached, either party can refer the matter to an independent expert for a decision. If parties cannot agree on an expert then the dispute will be determined by a properly qualified member of the Australian Property Institute who is appointed by the President at the request of either the Lessor or the Lessee and who shall act as an expert.



- (d) both parties agree that the expert's decision is final;
- (e) each party must pay 50% of the expert's costs.

The Lessee shall pay for any structural expenditure for a period of three (3) years from the 1<sup>st</sup> July 2014 to the 30<sup>th</sup> June 2017.

#### **5. Structure Expenditure – Lessee**

Special Condition 5 overrides and replaces Special Condition 4 to the extent of any inconsistency between this Special Condition 5 and Special Condition 4.

The Lessee will be required to maintain and repair all structures impacted by wear and tear or incidents associated with their operation of or residence at the Premises. In addition, where a structure has naturally reached the end of its useful life, or requires a major one off repairs, upgrade or part replacement to extend or preserve its useful life, and the cost to address this item does not exceed the Structure Repair and Replacement Threshold of \$20 000 (Twenty Thousand Dollars) per year, the Lessee is also required to make good the structure or item at its own cost, regardless of the nature of the work for the balance of the term of the Lease from the 1<sup>st</sup> July 2017 and for any further terms. The Lessee will also be required, at its cost whether or not the Lessee has received proceeds of insurance to repair any structure impacted by an act, omission, negligence or default of the Lessee, its agents, employees and/or contractors.

For the avoidance of doubt the Lessee shall pay for any structural expenditure for the premises for a period of three years (3) from the 1<sup>st</sup> July 2014 to 30<sup>th</sup> June 2017 and thereafter for the remainder of the first term and any further term, the Lessee shall pay for any structure expenditure not exceeding the Structure repair and replacement of \$20 000 (Twenty Thousand Dollars) per year.

#### **6. Further Special Conditions**

- (a) The Lessee is to provide the Lessor each year upon request and no later than the anniversary of the commencement date of the term of this Lease with all essential information associated with pastoral activities on the Premises. In particular and including but not limited to
  - (i) a Station Operational Plan estimates provided annually;
  - (ii) a Station Operational Plan actuals provided annually;
  - (iii) any relevant information procured or utilised by the Lessee in the preparation of the Operating Plan including stocking history, soil tests, weed management plan, feral control, water use, weed resistance tests and agronomic advice,
  - (iv) Annual Actual versus Budget cash report as provided annually to the Board of the Indigenous Land Corporation

to the satisfaction of the Lessor, acting reasonably.



7. **Rental Increase For Capital Improvements and Investments during the further term of the Lease.-**  
The Lessee will pay 6.25% of the cost of any mutually agreed capital Improvements and investments to the premises as an increase of rent from the date on which the capital improvements and Investments are made and completed until the date of the next rent review when the value of the capital improvements and investments will be included in the assessment of the review of the market rent for the premises.

- (a) The Lessee must promptly submit all required livestock returns to the Pastoral Lands Board as required and must operate the Premises in a manner which is in compliance with the Pastoral Lease Conditions and must not do anything that would lead to the Lessor being in breach of the Pastoral Lease Conditions or any other Law.

8. **Work Health and Safety**

The Lessee will be required to:

- (a) acknowledge that it has management and control of the Premises for the purposes of the WH&S Laws;
- (b) comply with all its obligations under WH&S Laws;
- (c) have in place appropriate WH&S Systems;
- (d) co-operate with any all relevant authorities and the Lessor in relation to compliance issues, hazards or incidents occurring on the Premises; and
- (e) release and indemnify the Lessor from and against any damage, expense, loss, liability or claim associated with a breach by the Lessee of the Lessee's obligations under this Lease.

For the purposes of this Special Condition:

**WH&S Laws** means the Workplace Health and Safety Act 2011 (Cth) and related regulations.

**WH&S Systems** means those safe systems, procedures, standards and policies as prescribed by the relevant State and Commonwealth Laws and Regulations/

9. **Life Cycle Asset Plan**

The Lessee must prepare a Life Cycle Asset Plan for the Premises at the Lessee's cost for the term/s of the Lease to assist the parties in planning for the capital expenditure required during the term/s. The Parties agree to jointly brief the selected expert and jointly attend any on ground assessment on or before the 30th day of June 2015.

The Life Cycle Asset Plan shall record and/or contain details of the current state of assets on the premises, including an inventory and description of the assets, their location and those critical assets to the sustained performance of the premises, an assessment of their condition, an assessment of remaining useful life and a determination of asset values and replacement costs and an assessment of the costs of one off replacements of assets.

10. **Annual Meetings**

The parties must meet at the end of the wet season or at such other times during the year as the parties may otherwise agree to discuss the operations of the premises under the Permitted Uses

and any future use proposals, employment and training opportunities, the Life Cycle Asset Plan, structure expenditure and any other relevant matters.

**11. Surrender of Land**

In the event that Lot 524 on Deposit Plan 72594 is surrendered by the Lessor to the State Government of Western Australia for the purposes of the Broome Road Airport Site, the rent shall be reduced in proportion to the reduction in the area of the Premises as a result of the surrender.

**12. Lessor – Sole Contact**

- (a) For the avoidance of doubt the Lessor remains the sole contact for all matters pertaining to land administration and operation of the lease including but not limited to the receipt of correspondence in relation to Rangeland Conditions Assessments/Audits and Follow Up Inspections and directives from the Pastoral Lands Board, the receipt of rent invoices from and the payment of rent to the Pastoral Lands Board, the submission of Annual Returns to the Pastoral Lands Board and formal advice of the change of contact details of the Lessor.
- (b) The Lessor will promptly provide all relevant correspondence and documents to the Lessee on receipt from the Pastoral Lands Board.

**13. Lessor's liability for breach.**

The Lessor remains liable to the Minister for Lands and the Pastoral Lands Board for any breaches of its obligations under Headlease and the Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Lessor from and against all actions, claims and demands made against the Lessor by the Minister of Lands and/or the Pastoral lands Board in respect of any breaches of the Lease in connection with the Premises or the Lessee's use or occupation thereof.

ATTESTATION SHEET

Dated this

Day of

in the year

SUB-LESSOR/S SIGN HERE (NOTE 10)

See Form B1 attached

See Form B1 attached

Signed

Signed

In the  
presence of

In the  
presence of

SUB-LESSEE/S SIGN HERE (NOTE 10)

See Form B1 attached

See Form B1 attached

Signed

Signed

In the  
presence of

In the  
presence of



### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. Duplicate Lease to be produced.

### NOTES

#### 1. DESCRIPTION OF LAND

Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated.  
If part, define by recital and/or sketch.  
The Certificate of Title/Crown Land Title Volume and Folio number to be stated.

#### 2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being sub-leased recorded against the lease:

a) on the crown land title

(i) In the Second Schedule; or

(ii) If no Second Schedule, that are encumbrances.

(Unless to be removed by action or document before registration hereof)

AND

b) on the lease, that are encumbrances not recorded on the crown land title.

Do not show any:

(a) Easement Benefits or Restrictive/Covenant Benefits; or

(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.

If none show "nil".

#### 3. SUB-LESSOR

State the full name of the Sub-Lessor/Sub-Lessors (Lessee as shown in Lease) and the address/addresses to which future notices can be sent.

#### 4. SUB-LESSEE

State full name of the Sub-Lessee/Sub-Lessee and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

#### 5. TERM OF LEASE

Term of Sub-Lease must be less than Head Lease.

Term to be stated in years, months and days or as the case may be and commencement day of Sub-Lease to be shown.

6. State whole or part of land in Head Lease.

7. State amount of yearly rental in words.

8. State term of payment.

9. Insert any Covenants required.

#### 10. SUB-LESSOR/SUB-LESSEE EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

Office Use Only

### SUB-LEASE (SL)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY Indigenous Land Corporation

GPO Box 652, Adelaide SA 5001

ADDRESS

PHONE No. (08) 8100 7100

FAX No. (08) 8180 0489

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO  
OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED  
HEREWITH

- |          |                 |
|----------|-----------------|
| 1. _____ | Received Items  |
| 2. _____ | Nos.            |
| 3. _____ |                 |
| 4. _____ |                 |
| 5. _____ |                 |
| 6. _____ | Receiving Clerk |

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.



**ADDITIONAL PAGE TO**

Dated: \_\_\_\_\_

**ATTESTATION SHEET**

Signed by Nyamba Buru Yawuru Ltd,  
ACN 137 306 917, pursuant to Section 127 of the  
Corporations Act 2001 (Cth)

.....  
Director  
Print name:

..... Witness Signature

..... Full Name

..... Address

..... Occupation

.....  
Director/Secretary  
Print name:

..... Witness Signature

..... Full Name

..... Address

..... Occupation

Signed by National Indigenous Pastoral Enterprises Pty Ltd.  
 ABN 28 108 266 548, pursuant to Section 127 of the  
 Corporations Act 2001 (Cth)

Director/Secretary  
 Print name:

NOI PASTORAL

Witness Signature

Jodie Lindsay

Full Name

20 GARULA RD MARINO

Address

ACCOUNTANT

Occupation

Execution Date

/ /

GRAHAM ATKINSON

Director/Secretary  
 Print name:

Graham Atkinson

Witness Signature

Jodie Lindsay

Full Name

20 GARULA RD MARINO

Address

ACCOUNTANT

Occupation

Execution Date

/ /

## Ritchie, Leah

---

**From:** Ritchie, Leah  
**Sent:** Monday, 22 June 2015 2:26 PM  
**To:** 'Rodney Nichole'  
**Cc:** Nguyen, Tri  
**Subject:** RE: Sublease - Roebuck Plains Station  
**Attachments:** FOR\_DLI\_CR\_REGIST\_Sub\_Lease\_L2C.pdf; Annexure Page - sub lease.pdf

Hi Rodney

Please see prepared form LTC attached and the annexure page for execution. I note that in the word version attachment of the Roebuck Plains approved draft sublease the ACN rather than the ABN for Nyamba Buru Yawuru is used. Would you like me to change that? Is that document the final version of the sub lease?

Please let me know if the prepared forms are okay.

Kind regards

Leah Ritchie | Associate Counsel |  
Indigenous Land Corporation |  
P: 08 8100 7100 | F: 08 8180 0489 |  
Leah.Ritchie@ilc.gov.au | www.ilc.gov.au



Australian Government  
Indigenous Land Corporation

---

**From:** Rodney Nichole [mailto:rodney.nichole@yawuru.org.au]  
**Sent:** Monday, 22 June 2015 1:20 PM  
**To:** Nguyen, Tri  
**Cc:** Ritchie, Leah  
**Subject:** FW: Sublease - Roebuck Plains Station

Tri just following up on this being mindful of the 1 July 2015.

Gala mabu, thank you.

**Rodney Nichole**  
General Counsel

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney@yawuru.org.au)



NYAMBA BURU YAWURU LTD

---

**From:** Rodney Nichole  
**Sent:** Monday, 15 June 2015 11:03 AM  
**To:** 'Nguyen, Tri'

Cc: 'Ritchie, Leah'  
Subject: FW: Sublease - Roebuck Plains Station

Tri,

Please would you complete and have executed Form L2cC for registration of the Lease after the 1<sup>st</sup> July 2015.

The form can be found at

[http://www0.landgate.wa.gov.au/docvault.nsf/web/FREEHOLD\\_LRFORMS/\\$file/FOR\\_DLI\\_L2.pdf](http://www0.landgate.wa.gov.au/docvault.nsf/web/FREEHOLD_LRFORMS/$file/FOR_DLI_L2.pdf)  
Gala mabu, thank you.

**Rodney Nichole**  
General Counsel

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney)



From: Rodney Nichole  
Sent: Friday, 5 June 2015 5:04 PM  
To: 'Nguyen, Tri'  
Cc: 'Alderton, Kate'; 'Ritchie, Leah'  
Subject: RE: Sublease - Roebuck Plains Station

Tri,

Please see attached the recently approved draft sublease for RPS which is now in registrable form for execution on Page 20. Please return the executed copy to us for execution and registration against the new Headlease on or after the 1<sup>st</sup> July 2015.

We will forward the Lease registration form to you next week.

regards

Gala mabu, thank you.

**Rodney Nichole**  
General Counsel

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney)





---

**From:** Nguyen, Tri [<mailto:Tri.Nguyen@ilc.gov.au>]  
**Sent:** Friday, 5 June 2015 6:29 AM  
**To:** Rodney Nichole  
**Subject:** RE: Sublease - Roebuck Plains Station

Thanks Rodney,  
I concur with your opinion.  
Cheers  
Tri

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Thursday, 4 June 2015 1:55 PM  
**To:** Nguyen, Tri  
**Cc:** Alderton, Kate  
**Subject:** Sublease - Roebuck Plains Station

Tri,

We refer to our telephone conversation of the 3 and 4<sup>th</sup> June 2015.

The Deed of Grant of RPS dated 1st September 2014 between ILC and NBY ( which incorporates the essential terms and conditions of the sublease in the Terms Sheet dated 13<sup>th</sup> May 2014 ) complies with the requirement of Section 33 of the Property Law Act (WA) which provides that "All conveyances of land or of any interest therein are void for the purpose of conveying or creating a legal estate **unless made by deed**. The Deed of grant in our view is a conveyance which is effective from the date of the Terms Sheet 13<sup>th</sup> May 2014.

The Term Sheet states that NBY will sublease RPS to ILC (here NIPE) for an initial term of 7 years and a renewed term of 8 years commencing on the 1st July 2014 and ending on the 30 June 2029. The executed sublease dated 25<sup>th</sup> February 2015 which was approved by the Minister's delegate mirrors these terms and clarifies that the first year of the initial term of the sublease is under the current Pastoral lease 3114/499 which will expire on the 30th June 2015 and that the remainder of the initial term of the sublease of six years and any renewed term of 8 years will be under the renewal of the Head lease from the 1 July 2015.

The Department of Land as you aware, have now requested a separation of the subleases ,the first being for the term of one year from the 1 July 2014 to 30th June 2015 under current Pastoral Lease 3114/499 and a second sublease under the renewal of the Headlease commencing the 1st July 2015 for a period of six years with an option to renew for a period of 8 years. The first sublease is in effect the executed Sublease dated 25 February 2015 under Pastoral Lease 3114/499 and the second sublease is the recently approved draft by DOL which is now in registrable form and will be registered at Landgate against the renewed Head lease (option 2 ) which we have executed and returned to DOL for registration at Landgate on the 1 July 2015.

The Crown Lease 516 – 1997 being Pastoral Lease 3114/499 was legally transferred to NBY on 1 April 2015 pursuant to the Deed of Grant date 1<sup>st</sup> September 2014 on satisfaction of the Conditions Precedent in the Deed of Grant ( ie Ministerial approval of the Grant of RPS and the executed Sublease dated 26 February 2015).

We are of the view that there was an equitable and enforceable sublease between NBY and NIPE in estoppel arising from the Deed of Grant for RPS prior to the transfer of legal title of Crown Lease 516 - 1997 from ILC to NBY on the 1 April 2015 . An equitable sub lease here arises in estoppel, such as when a landlord acquires the legal estate, then allows a tenant to gain a leasehold interest, which in turns leads to the creation of an equitable lease, which was a view expressed by Middleton J in *Haslam v Money for Living (Aust) Pty Ltd* (2008) 250 ALR 419:

*"A tenancy by estoppel arises most commonly on a fee simple conveyance, where the purchaser actually leases the property to a tenant before the purchaser acquires any interest in the land. In such a situation, if the landlord later acquires the necessary interest, usually the fee simple estate, the tenant will then automatically acquire a legal tenancy by question of law under the principle of 'feeding the estoppel'."*

In addition NIPE by ILC are lessees in possession of RPS and prior to transfer of Pastoral Lease 516 – 1997 from ILC to NBY there have been acts of part performance of the Equitable sublease. Additionally, an equitable lease may arise under the doctrine of part performance and where it can be proved that certain acts had been performed unequivocally in reference to the alleged leasing agreement – even in the absence of anything in writing – then equity may enforce the lease.

We accordingly believe that the legal documents provide a sufficient contractual basis and justification to your auditors to support payment of rent and other monies by the ILC and /or NIPE to NBY to date.

We will forward the final draft sublease in registrable form for signature in counterpart as well as the registration of lease form in due course.

Happy to discuss further if required.

Regards

Gala mabu, thank you.

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney@nyambaburu.com.au)



\*\*\* IMPORTANT - PLEASE READ \*\*\*

*This email and any files transmitted with it are confidential and may contain information protected by law from disclosure. If you have received this message in error, please notify the sender immediately and delete this email from your system. No warranty is given that this email or files, if attached to this email, are free from computer viruses or other defects. They are provided on the basis the user assumes all responsibility for loss, damage or consequence resulting directly or indirectly from their use, whether caused by the negligence of the sender or not.*



**Ritchie, Leah**

---

**From:** Ritchie, Leah  
**Sent:** Thursday, 28 May 2015 11:14 AM  
**To:** Muntinga, Claire; Alderton, Kate; Dillon, Michael; Damgaard, Hanne; Lindsay, Jodie; Bland, Anne; Roberts, Eric; Keough, Peter; Legal; Price, Tim  
**Subject:** Divestment - Roebuck Plains Station  
**Attachments:** Roebuck Plains Station - Title search 1.pdf; Roebuck Plains Station - Title search 2.pdf; 3731 Deed of Grant FINAL (executed) - stamp duty exempt - 04.11.14.pdf; 3731-Variation 1.pdf

Hello All,

Roebuck Plains Station (Volume LR3010 Folio 475 and Volume LT3161 Folio 646) in Western Australia has been successfully divested to Nyamba Buru Yawuru Ltd. Registration occurred on 1 April 2015.

Congratulations to WDO colleagues.

Tim, please note for IT records including map.

Finance/Admin, please note for purposes of insurances and asset registers and accounting entries.

Eric, please note for Annual Report purposes.

Please pass this on to any staff who may need to know.

Regards,

Leah

WESTERN



AUSTRALIA

REGISTER NUMBER	
270/DP220197	
DUPLICATE EDITION	DATE DUPLICATE ISSUED
N/A	N/A

RECORD OF CERTIFICATE  
OF  
CROWN LAND TITLE  
UNDER THE TRANSFER OF LAND ACT 1893  
AND THE LAND ADMINISTRATION ACT 1997

VOLUME  
LR3010

FOLIO  
475

**NO DUPLICATE CREATED**

The undermentioned land is Crown land in the name of the STATE of WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.

  
REGISTRAR OF TITLES
**LAND DESCRIPTION:**

LOT 270 ON DEPOSITED PLAN 220197

**STATUS ORDER AND PRIMARY INTEREST HOLDER:**  
(FIRST SCHEDULE)

STATUS ORDER/INTEREST: PASTORAL LEASE

**PRIMARY INTEREST HOLDER:** NYAMBA BURU YAWURU LTD OF 55 REID ROAD, CABLE BEACH  
(TL M955850 ) REGISTERED 1 APRIL 2015

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

1. PASTORAL LEASE CL516/1997. SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN THE SAID LEASE.
 

H111795	TRANSFER OF LEASE . ON CL516/1997. REGISTERED 18.5.1999.
L784263	CHANGE OF ADDRESS AFFECTING LEASE CL516/1997. THE CORRECT ADDRESS OF THE LESSEE IS NOW GPO BOX 652, ADELAIDE, SOUTH AUSTRALIA REGISTERED 16.11.2011.
L806921	ADJUSTMENT OF BOUNDARIES - CONTINUING INTERESTS. LAND BOUNDARY ADJUSTED. REGISTERED 12.12.2011.
L836111	ADJUSTMENT OF BOUNDARIES - CONTINUING INTERESTS. LAND BOUNDARY ADJUSTED. REGISTERED 18.1.2012.
M092216	ADJUSTMENT OF BOUNDARIES - CONTINUING INTERESTS. LAND BOUNDARY ADJUSTED. REGISTERED 2.11.2012.
M955850	TRANSFER OF LEASE . ON CL516/1997 REGISTERED 1.4.2015.
M955851	CAVEAT AFFECTING LEASE , CAVEAT BY INDIGENOUS LAND CORPORATION ON CL516/1997. LODGED 1.4.2015.
2. H067089 PORTION COMPRISED IN LOTS 380 TO 382 ON DP193561 TO VOL 3110 FOLS 461 TO 463. REGISTERED 30.3.1999.
3. H317527 AUTHORISATION ORDER FOR THE TAKING OF INTERESTS. AS TO PORTION ONLY. REGISTERED 21.12.1999.
4. I616645 PORTION COMPRISED IN DP218390 TO VOL 3124 FOL 893. REGISTERED 15.10.2003.
5. I685104 PORTION COMPRISED IN DP28366 TO VOL 3125 FOL 944. REGISTERED 5.11.2003.

END OF PAGE 1 - CONTINUED OVER



## ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 270/DP220197

VOLUME/FOLIO: LR3010-475

PAGE 2

6. J150599 PORTION COMPRISED IN LOT 437 ON DP217193 TO VOL. 3127 FOL. 540. REGISTERED 14.1.2005.  
7. L752855 PORTION COMPRISED IN LOT 524 ON DP72594 TO VOL 3161 FOL 646. REGISTERED 6.10.2011.  
8. M092217 PORTION COMPRISED IN LOT 350 ON DP72974 TO VOL 3162 FOL 396. REGISTERED 2.11.2012.  
9. M976184 MEMORIAL. CONTAMINATED SITES ACT 2003 AS TO PORTION ONLY - SEE DEPOSITED PLAN 404844. REGISTERED 23.4.2015.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

## STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: DP220197.  
PREVIOUS TITLE: THIS TITLE.  
PROPERTY STREET ADDRESS: LOT 270 BROOME RD, ROEBUCK.  
LOCAL GOVERNMENT AREA: SHIRE OF BROOME.  
RESPONSIBLE AGENCY: DEPARTMENT OF LANDS (SLSD).

NOTE 1: J198431 SUBJECT TO SURVEY - NOT FOR ALIENATION PURPOSES  
NOTE 2: M880679 DEPOSITED PLAN (INTEREST ONLY) 404844 LODGED  
NOTE 3: M977946 CORRESPONDENCE FILE 01156-2014-01RO

WESTERN



AUSTRALIA

REGISTER NUMBER <b>524/DP72594</b>	
DUPLICATE EDITION <b>N/A</b>	DATE DUPLICATE ISSUED <b>N/A</b>

**RECORD OF CERTIFICATE  
OF  
CROWN LAND TITLE**  
UNDER THE TRANSFER OF LAND ACT 1893  
AND THE LAND ADMINISTRATION ACT 1997

VOLUME **LR3161** FOLIO **646**

**NO DUPLICATE CREATED**

The undermentioned land is Crown land in the name of the STATE OF WESTERN AUSTRALIA, subject to the interests and Status Orders shown in the first schedule which are in turn subject to the limitations, interests, encumbrances and notifications shown in the second schedule.

REGISTRAR OF TITLES

**LAND DESCRIPTION:**

LOT 524 ON DEPOSITED PLAN 72594

**STATUS ORDER AND PRIMARY INTEREST HOLDER:**  
(FIRST SCHEDULE)

STATUS ORDER/INTEREST: PASTORAL LEASE

**PRIMARY INTEREST HOLDER:** NYAMBA BURU YAWURU LTD OF 55 REID ROAD, CABLE BEACH  
(TL M955850 ) REGISTERED 1 APRIL 2015

**LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:**  
(SECOND SCHEDULE)

1. PASTORAL LEASE CL516/1997. SUBJECT TO THE TERMS AND CONDITIONS AS SET OUT IN THE SAID LEASE.
 

H111795	TRANSFER OF LEASE . ON CL516/1997, REGISTERED 18.5.1999.
L784263	CHANGE OF ADDRESS AFFECTING LEASE CL516/1997, THE CORRECT ADDRESS OF THE LESSEE IS NOW GPO BOX 652, ADELAIDE, SOUTH AUSTRALIA. REGISTERED 16.11.2011.
M955850	TRANSFER OF LEASE . ON CL516/1997 REGISTERED 1.4.2015.
M955851	CAVEAT AFFECTING LEASE , CAVEAT BY INDIGENOUS LAND CORPORATION ON CL516/1997, LODGED 1.4.2015.
2. H317527 AUTHORIZATION ORDER FOR THE TAKING OF INTERESTS. REGISTERED 21.12.1999.
3. M761769 MEMORIAL. LAND ADMINISTRATION ACT 1997. SECTION 17. REGISTERED 8.9.2014.

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.  
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF CROWN LAND TITLE-----

**STATEMENTS:**

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

END OF PAGE 1 - CONTINUED OVER

ORIGINAL CERTIFICATE OF CROWN LAND TITLE

REGISTER NUMBER: 524/DP72594

VOLUME/FOLIO: LR3161-646

PAGE 2

SKETCH OF LAND: DP72594.  
PREVIOUS TITLE: LR3010-475.  
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.  
LOCAL GOVERNMENT AREA: SHIRE OF BROOME.  
RESPONSIBLE AGENCY: DEPARTMENT OF LANDS (SLSD).

NOTE 1: L752855 SUBJECT TO SURVEY - NOT FOR ALIENATION PURPOSES  
NOTE 2: M977946 CORRESPONDENCE FILE 01156-2014-01RO



8 December 2014

Mr Patrick Dodson  
Chairman  
Nyamba Buru Yawuru Ltd  
PO Box 425  
Broome WA 6725

Rodney Nicholls  
Governance

Dear Mr ~~Dodson~~ <sup>Patrick</sup>

**DEED OF GRANT OF LAND NO 3731 BETWEEN INDIGENOUS LAND CORPORATION ("ILC") AND  
NYAMBA BURU YAWURU LTD ("the Agreement")**

I refer to the above matter and note that the parties have agreed to vary the Agreement.

To effect the amendments please replace the existing definition of 'Land' in clause 1.1 of the Deed with the following definition of 'Land':

'Land' means the 276,182ha land known as Crown Lease 516-1997 being Pastoral Lease 3114/499 comprising Lot 270 on DP220197 and Lot 524 on DP72594 and includes the Water Licenses.

The amendments are in accordance with clause 13.3 of the Agreement which provides that variations will not take effect unless made in writing and signed by an authorised representative of each party.

All other aspects of the Agreement are to remain the same.

If you agree with this amendment, please sign **both copies**<sup>1</sup> of this letter, retain **one** of the original documents for your future reference and return the other copy to our office at your earliest convenience.

I thank you for your assistance in this regard.

Yours sincerely,



MICHAEL DILLON  
Chief Executive Officer

<sup>1</sup> Copy Letter



I, PATRICK LIONEL DEDSON Acknowledgment  
on behalf of Nyamba Buru Yawuru Ltd agree to the  
amendments set out above.

Patrick Dedson  
Signature

Nichole  
Witness Signature

RODNEY FRANCIS NICHOLE  
Witness name

Dated: 3 / 2 / 15

**Mundy, Leah**

---

**From:** Rodney Nichole [rodney.nichole@yawuru.org.au]  
**Sent:** Thursday, 12 March 2015 4:50 PM  
**To:** Nguyen, Tri; Alderton, Kate  
**Cc:** Mundy, Leah  
**Subject:** FW: Roebuck Plains- Clean copy of Caveat for Endorsement.  
**Attachments:** 20150312 Roebuck Plains Caveat v.2 in favour of ILC endorsed with Ministerial consent.pdf

fyi

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney@yawuru.org.au)



**From:** Taylor, Gillian M. [mailto:[Gillian.Taylor@lands.wa.gov.au](mailto:Gillian.Taylor@lands.wa.gov.au)]  
**Sent:** Thursday, 12 March 2015 2:03 PM  
**To:** Rodney Nichole  
**Subject:** RE: Roebuck Plains- Clean copy of Caveat for Endorsement.

Hello Rodney,

'Clean' version of caveat endorsed with Ministerial consent returned herewith.

Have a good holiday!

Kind regards,  
Gillian Taylor | Project Leader | Pastoral Lands  
Department of Lands | Level 2, 140 William Street | Perth WA 6000  
T (08) 6552 4573 | F (08) 6552 4417  
E [gillian.taylor@lands.wa.gov.au](mailto:gillian.taylor@lands.wa.gov.au) | W [www.lands.wa.gov.au](http://www.lands.wa.gov.au)



**Government of Western Australia**  
**Department of Lands**

*DISCLAIMER: The information contained in this email (including attachments) is intended only for the use of the person(s) to whom it is addressed as it may be confidential and contain legally privileged information. If you are not the intended recipient you are hereby notified that any perusal, use, distribution, copying or disclosure is strictly prohibited. If you have received this email in error, please immediately advise us by return email and delete the email document.*

*This email and any attachments to it are also subject to copyright and any unauthorised reproduction, adaptation or*

transmission is prohibited.  
This notice should not be removed.

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Thursday, 12 March 2015 1:31 PM  
**To:** Taylor, Gillian M.  
**Subject:** FW: Roebuck Plains- Clean copy of Caveat for Endorsement.

Hi Gillian,

I refer to previous correspondence and please find attached a clean copy of the executed caveat which we kindly request that you endorse with Ministerial Approval in replacement of the previous one with handwritten amendments.

Thanks you for your assistance.

Regards,

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney@nyambaburu.com.au)



NYAMBA BURU YAWURU LTD

**From:** Mundy, Leah [<mailto:Leah.Mundy@ilc.gov.au>]  
**Sent:** Thursday, 12 March 2015 1:11 PM  
**To:** Rodney Nichole  
**Cc:** Nguyen, Tri  
**Subject:** RE: Roebuck Plains

Hi Rodney,

Please find scanned copy of revised Caveat for Roebuck Plains attached.

I will send the original copy to you via express post.

Regards

**Leah Mundy** | Associate Counsel |  
Indigenous Land Corporation |  
P: 08 8100 7100 | F: 08 8180 0489 |  
[leah.mundy@ilc.gov.au](mailto:leah.mundy@ilc.gov.au) | [www.ilc.gov.au](http://www.ilc.gov.au)



Australian Government  
Indigenous Land Corporation

**From:** Rodney Nichole [mailto:rodney.nichole@yawuru.org.au]  
**Sent:** Thursday, 12 March 2015 9:49 AM  
**To:** Nguyen, Tri  
**Cc:** Alderton, Kate; Mundy, Leah  
**Subject:** Re: Roebuck Plains

Tri,  
Would it not be easier if you prepared a clean copy of the caveat with the amendment, execute it, email me a copy today if possible and I will ask Gillian at DOL to endorse it in the meantime. I will then await receipt of the original from you before lodgement of all the documents at Landgate.  
Regards,  
Rodney

Sent from my iPad

On 11 Mar 2015, at 5:19 pm, "Nguyen, Tri" <Tri.Nguyen@ilc.gov.au> wrote:

Thanks Rodney,

I suggest we wait until the caveat is initialled by us and returned to you for lodgement with LandGate together with the transfer save for the sublease.

Leah,  
Please keep an eye out for the caveat so you can arrange for the hand amendments to be initialled.

Cheers  
Tri

---

**From:** Rodney Nichole [mailto:rodney.nichole@yawuru.org.au]  
**Sent:** Wednesday, 11 March 2015 4:01 PM  
**To:** Nguyen, Tri  
**Cc:** Alderton, Kate  
**Subject:** FW: Roebuck Plains

Tri and Kate,

Please find attached endorsed documents relating to the transfer and immediate sublease of Roebuck Plains pastoral lease, together with the ILC caveat also endorsed with Ministerial consent.

Please note that with regards to the Caveat document we have had to the Caveat document (Form C1) hand write an amendment in Box 1 Description of Land to include the words "as to pastoral lease CL516/1997 only". I will courier the original caveat document for your signatories to initial the amendment and return to us as soon as possible.

Please also note that the titles record that H317527 - Authorisation order for the taking of interests has been lodged over both titles, and M761769 - Memorial under LAA s.17 has been lodged over Lot 524. We have accordingly amended the Transfer Document in the Limitations, Interests, Encumbrances and Notifications panel from Nil to read "as to both lot 270 and Lot 524 - H317527 - Authorisation order for taking of interests" and "As to lot 524 - M761769 - Memorial Land Administration Act, Section 17."

Please advise if we can now issue a Tax Invoice for the annual rent and contribution to legal costs.

regards



**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 |

<image002.jpg>

**From:** Taylor, Gillian M. [mailto:[Gillian.Taylor@lands.wa.gov.au](mailto:Gillian.Taylor@lands.wa.gov.au)]  
**Sent:** Wednesday, 11 March 2015 10:59 AM  
**To:** Rodney Nichole  
**Cc:** 2015lands  
**Subject:** FW: Roebuck Plains

Good morning Rodney,

Please find attached endorsed documents relating to the transfer and immediate sublease of Roebuck Plains pastoral lease, together with the ILC caveat also endorsed with Ministerial consent.

Although the sublease cannot be registered at Landgate at this time, I will ask the 2015 Pastoral Lease Renewal team to contact you with advice on the process for registering the sublease immediately after the renewal of the pastoral lease on 1 July.

Thanks and regards,  
Gillian Taylor | Project Leader | Pastoral Lands  
Department of Lands | Level 2, 140 William Street | Perth WA 6000  
T (08) 6552 4573 | F (08) 6552 4417  
E [gillian.taylor@lands.wa.gov.au](mailto:gillian.taylor@lands.wa.gov.au) | W [www.lands.wa.gov.au](http://www.lands.wa.gov.au)[www.lands.wa.gov.au](http://www.lands.wa.gov.au)

*DISCLAIMER: The information contained in this email (including attachments) is intended only for the use of the person(s) to whom it is addressed as it may be confidential and contain legally privileged information. If you are not the intended recipient you are hereby notified that any perusal, use, distribution, copying or disclosure is strictly prohibited. If you have received this email in error, please immediately advise us by return email and delete the email document.*

*This email and any attachments to it are also subject to copyright and any unauthorised reproduction, adaptation or transmission is prohibited.  
This notice should not be removed.*

---

**From:** Bailey, Helena  
**Sent:** Wednesday, 11 March 2015 10:33 AM  
**To:** Taylor, Gillian M.  
**Subject:** Roebuck Plains

Helena Bailey | Research Officer | Pastoral Lands  
Department of Lands | Level 2, 140 William Street | Perth WA 6000  
T 6552 4523 | F (08) 6552 4417

<image001.jpg>

*DISCLAIMER: The information contained in this email (including attachments) is intended only for the use of the person(s) to whom it is addressed as it may be confidential and contain legally privileged information. If you are not the intended recipient you are hereby notified that any perusal, use, distribution, copying or disclosure is strictly prohibited. If you have received this email in error, please immediately advise us by return email and delete the email document.*

*This email and any attachments to it are also subject to copyright and any unauthorised reproduction, adaptation or transmission is prohibited.  
This notice should not be removed.*

---

**\*\*\* IMPORTANT - PLEASE READ \*\*\***

*This email and any files transmitted with it are confidential and may contain information protected by law from disclosure. If you have received this message in error, please notify the sender immediately and delete this email from your system. No warranty is given that this email or files, if attached to this email, are free from computer viruses or other defects. They are provided on the basis the user assumes all responsibility for loss, damage or consequence resulting directly or indirectly from their use, whether caused by the negligence of the sender or not*

<20150310 Roebuck Plains Caveat in favour of ILC endorsed with Ministerial consent.pdf>

<20150310 Roebuck Plains sublease endorsed with Ministerial consent.pdf>

<20150310 Roebuck Plains Transfer endorsed with Ministerial consent.pdf>

---

**\*\*\* IMPORTANT - PLEASE READ \*\*\***

*This email and any files transmitted with it are confidential and may contain information protected by law from disclosure. If you have received this message in error, please notify the sender immediately and delete this email from your system. No warranty is given that this email or files, if attached to this email, are free from computer viruses or other defects. They are provided on the basis the user assumes all responsibility for loss, damage or consequence resulting directly or indirectly from their use, whether caused by the negligence of the sender or not*

AGREEMENT DATED

STAMPED

SIGNED

## CAVEAT

## DESCRIPTION OF LAND (Note 1)

Lot 270 on DP 220197  
 Lot 524 on DP 72594  
 as to pastoral lease CL516/1997 only

## EXTENT

Whole  
 Whole

## VOLUME

LR3010  
 LR3161

## FOLIO

475  
 646

## CAVEATOR (Note 2)

Indigenous Land Corporation

APPROVED UNDER SECTIONS 18 AND 134  
 OF THE LAND ADMINISTRATION ACT 1997

## ADDRESS OR FACSIMILE MACHINE NUMBER FOR SERVICE OF NOTICE ON CAVEATOR (Note 3)

GPO Box 652 Adelaide South Australia 5001

DATE: 12/03/2015

GILLIAN MARY TAYLOR

(Print full name)

## REGISTERED PROPRIETOR (Note 4)

Nyamba Buru Yawuru Ltd of 55 Reid Road, Broome

Position

PROJECT LEADER

Team

PASTORAL LAND

Department of Lands

## ESTATE OR INTEREST BEING CLAIMED (Note 5)

As chargee

By Order of the Minister for Lands

This approval does not guarantee that this document  
 is acceptable for registration purposes under the  
 Transfer of Land Act 1893

The CAVEATOR claims an estate or interest as specified herein of the estate or interest of the abovenamed REGISTERED PROPRIETOR  
 in the land above described BY VIRTUE OF (Note 6)

Rights arising pursuant to the Deed entered into by the Caveator and the registered proprietor on 1 September 2014  
 and the rights of the Caveator under s 191SA of the Aboriginal and Torres Strait Islander Act 2005 (Cth).

And FORBIDS the registration of any instrument affecting the estate or interest (Note 7)

Absolutely

Dated this

day of

Year

## CAVEATOR OR AGENT SIGN HERE (Note 8)

Signed

Berry Lloyd Petty (print name)  
 Solicitor and Agent for the Caveator

Signature

In the  
presence of

Signature of witness

Name of witness (print)

Address of witness:

Occupation of witness:

Leah Murray  
 Level 7, 121 King William  
 Street, Adelaide SA 5000  
 SOLICITOR.



### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.

### NOTES

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata /Survey-Strata plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio or Crown Lease number, to be stated. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary.
2. **CAVEATOR**  
State full name of the Caveator.
3. State the address, or a number for a facsimile machine in Australia for service of notice on the Caveator.
4. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietor/Registered Proprietors as shown on Certificate of Title or Crown Lease and any address/addresses to which future notices can be sent.
5. Specify the Estate or Interest claimed.
6. Specify the grounds on which claim is made.
7. State whether "Absolutely" or "Unless such Instrument be expressed to be subject to the Caveator's claim", or "until after notice of any intended registration or registered dealing to the Caveator at the address for service of notice".
8. **CAVEATOR'S OR AGENTS EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act.



EXAMINED

NOTICES TO BE SENT:

OFFICE USE ONLY

## CAVEAT

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY Indigenous Land Corporation

ADDRESS Level 7, 121 King William St Adelaide SA 5000

PHONE No. (08) 8100 7100 FAX No. (08) 8180 0489

REFERENCE No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	
6. _____	Receiving Clerk

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1993 as amended on the day and time shown above and particulars entered in the Register.



AGREEMENT DATED

STAMPED

SIGNED

**SENT**

12/3/15

**CAVEAT**

## DESCRIPTION OF LAND (Note 1)

Lot 270 on DP 220197  
 Lot 524 on DP 72594  
 as to pastoral lease CL516/1997 only

## EXTENT

Whole  
 Whole

## VOLUME

LR3010  
 LR3161

## FOLIO

475  
 646

## CAVEATOR (Note 2)

Indigenous Land Corporation

## ADDRESS OR FACSIMILE MACHINE NUMBER FOR SERVICE OF NOTICE ON CAVEATOR (Note 3)

GPO Box 652 Adelaide South Australia 5001

## REGISTERED PROPRIETOR (Note 4)

Nyamba Buru Yawuru Ltd of 55 Reid Road, Broome

## ESTATE OR INTEREST BEING CLAIMED (Note 5)

As chargee

The CAVEATOR claims an estate or interest as specified herein of the estate or interest of the abovenamed REGISTERED PROPRIETOR in the land above described BY VIRTUE OF (Note 6)

Rights arising pursuant to the Deed entered into by the Caveator and the registered proprietor on 1 September 2014 and the rights of the Caveator under s 191SA of the Aboriginal and Torres Strait Islander Act 2005 (Cth).

And FORBIDS the registration of any instrument affecting the estate or interest (Note 7)

Absolutely

Dated this

day of

Year

## CAVEATOR OR AGENT SIGN HERE (Note 8)

Signed

Barry Lloyd Petty (print name)  
 Solicitor and Agent for the Caveator

Signature

In the  
 presence of

*[Signature]*  
 Signature of witness

LEAH MUNOY  
 Name of witness (print)

Address of witness: LEVEL 7, 121 KING WILLIAM STREET, ADELAIDE SA 5000

Occupation of witness: SOLICITOR.

### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.

### NOTES

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata /Survey-Strata plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio or Crown Lease number, to be stated. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary.
2. **CAVEATOR**  
State full name of the Caveator.
3. State the address, or a number for a facsimile machine in Australia for service of notice on the Caveator.
4. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietor/ Registered Proprietors as shown on Certificate of Title or Crown Lease and any address/addresses to which future notices can be sent.
5. Specify the Estate or Interest claimed.
6. Specify the grounds on which claim is made.
7. State whether "Absolutely" or "Unless such Instrument be expressed to be subject to the Caveator's claim", or "until after notice of any intended registration or registered dealing to the Caveator at the address for service of notice".
8. **CAVEATOR'S OR AGENTS EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act.



OFFICE USE ONLY

## CAVEAT

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY Indigenous Land Corporation

ADDRESS Level 7, 121 King William St Adelaide SA 5000

PHONE No. (08) 8100 7100 FAX No. (08) 8180 0489

REFERENCE No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving
6. _____	Clerk

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

NOTICES TO BE SENT:



## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 11 March 2015 7:47 PM  
**To:** 'Rodney Nichole'  
**Cc:** Alderton, Kate; Mundy, Leah  
**Subject:** FW: Roebuck Plains  
**Attachments:** 20150310 Roebuck Plains Caveat in favour of ILC endorsed with Ministerial consent.pdf; 20150310 Roebuck Plains sublease endorsed with Ministerial consent.pdf; 20150310 Roebuck Plains Transfer endorsed with Ministerial consent.pdf

Thanks Rodney,

I suggest we wait until the caveat is initialled by us and returned to you for lodgement with LandGate together with the transfer save for the sublease.

Leah,

Please keep an eye out for the caveat so you can arrange for the hand amendments to be initialled.

Cheers

Tri

---

**From:** Rodney Nichole [mailto:rodney.nichole@yawuru.org.au]  
**Sent:** Wednesday, 11 March 2015 4:01 PM  
**To:** Nguyen, Tri  
**Cc:** Alderton, Kate  
**Subject:** FW: Roebuck Plains

Tri and Kate,

Please find attached endorsed documents relating to the transfer and immediate sublease of Roebuck Plains pastoral lease, together with the ILC caveat also endorsed with Ministerial consent.

Please note that with regards to the Caveat document we have had to the Caveat document (Form C1) hand write an amendment in Box 1 Description of Land to include the words "as to pastoral lease CL516/1997 only". I will courier the original caveat document for your signatories to initial the amendment and return to us as soon as possible.

Please also note that the titles record that H317527 - Authorisation order for the taking of interests has been lodged over both titles, and M761769 - Memorial under LAA s.17 has been lodged over Lot 524. We have accordingly amended the Transfer Document in the Limitations, Interests, Encumbrances and Notifications panel from Nil to read "as to both lot 270 and Lot 524 -H317527 - Authorisation order for taking of interests " and " As to lot 524 - M761769 - Memorial Land Administration Act , Section 17."

Please advise if we can now issue a Tax Invoice for the annual rent and contribution to legal costs.

regards

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney@nyambaburu.com.au](mailto:rodney@nyambaburu.com.au)



---

**From:** Taylor, Gillian M. [<mailto:Gillian.Taylor@lands.wa.gov.au>]  
**Sent:** Wednesday, 11 March 2015 10:59 AM  
**To:** Rodney Nichole  
**Cc:** 2015lands  
**Subject:** FW: Roebuck Plains

Good morning Rodney,

Please find attached endorsed documents relating to the transfer and immediate sublease of Roebuck Plains pastoral lease, together with the ILC caveat also endorsed with Ministerial consent.

Although the sublease cannot be registered at Landgate at this time, I will ask the 2015 Pastoral Lease Renewal team to contact you with advice on the process for registering the sublease immediately after the renewal of the pastoral lease on 1 July.

Thanks and regards,  
Gillian Taylor | Project Leader | Pastoral Lands  
Department of Lands | Level 2, 140 William Street | Perth WA 6000  
T (08) 6552 4573 | F (08) 6552 4417  
E [gillian.taylor@lands.wa.gov.au](mailto:gillian.taylor@lands.wa.gov.au) | W [www.lands.wa.gov.au](http://www.lands.wa.gov.au)

*DISCLAIMER: The information contained in this email (including attachments) is intended only for the use of the person(s) to whom it is addressed as it may be confidential and contain legally privileged information. If you are not the intended recipient you are hereby notified that any perusal, use, distribution, copying or disclosure is strictly prohibited. If you have received this email in error, please immediately advise us by return email and delete the email document.*

*This email and any attachments to it are also subject to copyright and any unauthorised reproduction, adaptation or transmission is prohibited.  
This notice should not be removed.*

---

**From:** Bailey, Helena  
**Sent:** Wednesday, 11 March 2015 10:33 AM  
**To:** Taylor, Gillian M.  
**Subject:** Roebuck Plains

Helena Bailey | Research Officer | Pastoral Lands  
Department of Lands | Level 2, 140 William Street | Perth WA 6000  
T 6552 4523 | F (08) 6552 4417  
E [helena.bailey@lands.wa.gov.au](mailto:helena.bailey@lands.wa.gov.au) | W [www.lands.wa.gov.au](http://www.lands.wa.gov.au)





*DISCLAIMER: The information contained in this email (including attachments) is intended only for the use of the person(s) to whom it is addressed as it may be confidential and contain legally privileged information. If you are not the intended recipient you are hereby notified that any perusal, use, distribution, copying or disclosure is strictly prohibited. If you have received this email in error, please immediately advise us by return email and delete the email document.*

*This email and any attachments to it are also subject to copyright and any unauthorised reproduction, adaptation or transmission is prohibited.*

*This notice should not be removed.*

06 February 2015

Tri Nguyen,  
GPO Box 652,  
Adelaide,  
SA 5001

Dear Tri,

**RE: DEED OF SUB LEASE – ROEBUCK PLAINS STATION.**

Please find enclosed the original Sublease which has been executed by Nyamba Buru Yawuru Ltd.

Please attend to execution off the Sublease by the Directors of the National Indigenous Pastoral Enterprises Pty Ltd ("NIPE") and return the sublease to us at the earliest opportunity.

We anticipate receipt of the documents as soon as possible.

Yours faithfully,



**Rodney Nichole**

**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney.nichole@yawuru.org.au](mailto:rodney.nichole@yawuru.org.au) | w [www.yawuru.org.au](http://www.yawuru.org.au)



Express Post  
60511635693090.

25/2/2015



25 February 2015

Mr Rodney Nichole  
General Counsel  
Nyamba Buru Yawuru Ltd  
PO Box 425  
BROOME WA 6725

Dear Mr Nichole,

**SUB-LEASE BETWEEN NATIONAL INDIGENOUS PASTORAL ENTERPRISES PTY LTD AND  
NYAMBA BURU YAWURU LTD: ROEBUCK PLAINS STATION**

Please find attached the original, executed sub-lease for this matter.

Yours sincerely,

*K. Shephard*  
*for*  
Tri Nguyen  
General Counsel

This Lease is made this 25<sup>th</sup> day of February 2015.

Between

Nyamba Buru Yawuru Ltd (ABN 137 306 917) of 55 Reid Road, Broome WA 6725 ("Lessor")

and

National Indigenous Pastoral Enterprises Pty Ltd (ABN 28 108 266 548) of level 7, 121 King William Street, Adelaide SA 5000 ("Lessee") as a wholly owned subsidiary of the Indigenous Land Corporation (ABN 59 912 679 254), a Commonwealth Statutory Corporation.

## 1. Definitions and Interpretation

### 1.1 Definitions

In this Lease, unless the context otherwise requires:

**buildings and improvements** means the buildings, yards, drains, bores, bore drains, wells, ground tanks, reservoirs, dams, levee banks, fences, gates, grids, ramps, roads, private telephone lines, private powered lines, wiring, water pipes, gas pipes, sheds, dips, mailboxes, huts, cottages, homesteads, outbuildings, power generation plant and equipment, all pumping equipment, troughs, windmills, associated with existing livestock watering and all other plant and equipment and other structures of any kind on the land, all existing and developed stock bores;

**Capital Improvement** means any new, mutually agreed property development project that has been negotiated between the Lessor and the Lessee prior to the investment being made.

**Chattels** mean goods or chattels other than:

- i. The Chattels granted by the Lessee to the Lessor pursuant to the Deed of Grant;
- ii. Lessee's Fixtures held at the Premises by the Lessee from time to time;

**Deed of Grant** means the deed between the Indigenous Land Corporation and Nyamba Buru Yawuru Ltd (ABN 137 306 917) dated 1 September 2014.

**Further Term** means the further term described in Item 3;

**Head Lessor** means the Minister for Lands, Western Australia;

**Item** means an Item in the reference schedule to the Lease;

**Land** means the land described in Item 1, and includes the buildings and improvements;

**Law** means any Federal, State, Territorial or local government legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia, and includes any requirement of any statute, regulation, proclamation, ordinance, local law or by-law, present or future, and whether state, federal or otherwise;



**LAA** means the *Land Administration Act 1997 (WA)*

**Head Lease** means Crown Lease No. 516 -1997 being Pastoral Lease 3114/499 now comprised in Crown Land Titles Volume LR 3161 Folio 646 and Volume LR3010 Folio 475 (and as renewed from 1 July 2015);

**Indigenous Protected Area Plan of Management** means the approved management plan for the Yawuru Indigenous Protected Area (IPA) as declared by the Australian Government (Cth).

**Lease** means this sublease and all annexures and schedules relating to the sublease;

**Lessee's Fixtures** means partitioning, fittings, plant, equipment, machinery, shelving, counters, signs, safes and other articles in the nature of trade or tenants' fixtures erected or installed in accordance with the management plan or otherwise, in or on the Premises or upon the Land by the Lessee from time to time;

**Lessor** means the Lessor named in this Lease and includes its successors and assigns and where the context so permits, the employees, agents, contractors and invitees of the Lessor;

**Lessor's Property** means fixtures, fittings, furnishings, plant, machinery and equipment of the Lessor erected or installed therein or upon the Land;

**Life Cycle Asset Plan** means the life cycle management plan to be prepared by the Lessee pursuant to this Lease;

**Minister for Lands** means a body corporate constituted under the *Land Administration Act 1997 (WA)*;

**Party** means a party to the Lease;

**Pastoral Industry Best management Practice** the guidelines as set out in the DAFWA publication -"Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia"

**Permitted Use** means the permitted use in Item 4;

**Premises** means the Land, including the building and improvements, together with any modifications, extensions or alterations to the buildings and improvements from time to time and where the context so permits includes the fixtures, fittings, furnishings, plant, machinery and equipment of the Lessor erected or installed therein or upon the Land and the Lessee's Fixtures; and

**Reference schedule** means the Reference Schedule described as such in the Lease.

**Rent** means the rent set out in Item 3;

**Station Operational Plan** – the annual livestock movements schedule and resulting budget for a 12 month period (typically a calendar year);

**Valuer** means a person licensed under the *Land Valuers Licensing Act 1978*.

## 1.2 Interpretation

In this Lease unless the context otherwise requires"

- (a) Where used in the Lease words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
- (b) All heading in this Lease have been inserted for guidance only and do not form any part of the provisions of the Lease and shall not limit or govern the construction of the Lease.
- (c) Any reference in the Lease to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute referred to or incorporation any of its provisions.
- (d) A reference in the Lease to a body (including, without limitation, an institute, association or authority) or position:
  - (i) Which ceases to exist; or
  - (ii) Whose powers or functions are transferred to any other body or position,
 shall be deemed to be a reference to the body or position which replaces it or which substantially succeeds to its power or functions

## 1.3 Severability

If any provision of the Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining provisions shall not be affected thereby and each provision of the Lease shall be valid or enforceable to the fullest extent permitted by law.

## 1.4 Business Days

Where under the Lease or anything done pursuant to the Lease the day on or by which any act is to be done or is deemed to be done is a Saturday or a Sunday or a public holiday in the State of Western Australia such act may be done or shall be deemed to have been done on the next succeeding day which is not a Saturday, Sunday or such a public holiday.

## 1.5 Joint and Several

Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

## 1.6 Contra Proferentum

In the interpretation of the Lease no rules of construction shall apply to the disadvantage of one party on the basis that such party put forward the Lease or any part thereof.



## **2. Preservation of Native Title Rights**

### **2.1 The parties acknowledge that;**

- (a) The Yawuru People are the common law holders of exclusive possession and occupation native title rights and interests over the area of the premises in accordance with the Further Consolidated Amended Orders and Determination (as amended by the orders of French J made 23 November 2006, 30<sup>th</sup> April 2007 and 9<sup>th</sup> May 2007 and Branson, North and Mansfield JJ made 18<sup>th</sup> July 2008) in Sebastian and State of Western Australia Federal Court WAD 6006 of 1998 and WAD 223 of 2004 .
- (b) Subject to subclause c, the grant of the lease is subject to the co-existence of the Yawuru People's exclusive possession and occupation native title rights and interests with the rights and interests of the Lessee under this Lease.
- (c) The rights and interests of the Lessee prevails for the term/s under this Lease to the extent of any inconsistency with the Yawuru People's exclusive possession and occupation native title rights and interests which will be subordinate for the term/s of the Lease but will continue to exist and will not be extinguished.

### **2.2 The parties agree that they will use their best endeavours to negotiate and finalise a binding memorandum of understanding in part/s between the Indigenous Land Corporation, the Lessor, the Lessee and the Yawuru Native Title Holders Aboriginal Corporation in relation to the co-existence and concurrency of the respective rights of the Yawuru People and the Lessee including but not limited to the establishment of an implementation Committee to annually review operational plans (including Capex) for the premises, training opportunities and targets for the Yawuru particularly in relation to the development of managerial capacity and involvement in business opportunities and other relevant matters within one year of the date of execution of this lease.**

## **3. Reservation to Lessor**

### **3.1 Creation of Interests in land**

Subject to the consent of the Minister for Lands and the provisions of the *Land Administration Act 1997 (WA)*, the Lessor reserves the right to create any interest in respect of the Land, except that the Lessor may not create an interest that would:

- (a) Unreasonably, unnecessarily or substantially interfere with the Lessee's use or occupation of the Premises; or
- (b) Unreasonably, unnecessarily or substantially derogates from the enjoyment of the rights conferred on the Lessee by the Lease.

- 3.2 The Lessor shall give the Lessee at least 6 months written notice (unless the Lessee advises the Lessor in writing that it requires 12 months' notice, in which case the Lessor must agree to give 12 months' notice to the Lessee) of its intention to create any interest in respect of the land pursuant to subclause 3.1 and shall fully compensate the Lessee for any impact on Lessee's permitted uses of the Premises. Any dispute under this clause will be dealt with under clause 24.7

**4. Exclusion of the implied covenants and powers**

**4.1 Statutory Exclusions**

The covenants and powers implied by the *Transfer of Land Act 1893* (WA) do not apply to this Lease and are not implied in this Lease unless expressly included.

**4.2 Whole Agreement**

The provision contained in the Lease expressly or by statutory implication covers and comprises the whole of the terms of the Lease between the parties but without derogating from the rights of the parties under any collateral or other agreement between the parties.

**5. Manner of requesting and providing consent under lease**

Where the Lessee is required under the Lease to request the consent or approval of the Lessor, such request shall be in writing and the consent or approval:

- (a) must be given or refused in writing;
- (b) may be given unconditionally or subject to reasonable conditions; and
- (c) may not be refused or delayed unreasonably.

**6. Lessor's powers of entry to be exercised reasonably**

Except in the case of emergency, the Lessor shall exercise a power of entry under the Lease only at reasonable times, upon reasonable notice and in the company of representative of the Lessee (which the Lessee must provide when requested by the Lessor), and without causing undue interference with the use or occupation of the premises by the Lessee.

**7. Grant and term of lease**

**7.1 Grant and Term**

The Lessor hereby Leases the Premises to the Lessee subject to the covenants and agreement for the term commencing and terminating on the dates set out in Item 3.

**7.2 Option to Extend**

- (a) If the Lessee intends to take a lease of the premises for the Further Term commencing and terminating on these dates set out in Item 3, it shall give the Lessor



notice of such intention not more than six (6) months and not less than three (3) months before the termination date of the Lease.

- (b) Where at the termination date of the Lease there is no subsisting breach of the Lease by the Lessee notice of which has been given by the Lessor, the Lessor must, after receipt of a notice under clause 7.2(a), lease the premises to the Lessee for the Further Term
- (c) The Lessee shall be deemed not to be in default under the Lease for the purposes of clause 7.2(b) if after having received notice of default the Lessee is taking reasonable steps to rectify such default within the period set out in the notice.
- (d) The provisions of the lease for the further term shall be the same as those of the Lease except that this clause will be omitted from the lease of the further term.

### **7.3 Holding over**

If the Lessee continues to occupy the premises after the end of the Lease with the consent of the Lessor, it will do so as a tenant from month to month. The terms of the Lease will apply to the tenancy as far as they may be applicable. Either the Lessor or the Lessee may end the tenancy by one month's notice to the other, expiring at any time.

## **8. Rent**

The Lessee must pay the Lessor the rent, on presentation of a correctly rendered Tax Invoice, set out in Item 3 for the term of the Lease:

- (a) by quarterly instalments in advance with the first instalment payable on the Commencement Date;
- (b) at the place and in the manner notified by the Lessor in writing at any time or in the absence of that direction, at the address specified in Item 2;
- (c) without deduction or abatement; and
- (d) without demand from the Lessor.

## **9. Review of Rent**

### **9.1 Market Rent review**

#### **(a) Review**

On each market review date set out in Item 3 the rent for the time being reserved under this Lease is to be reviewed to the then current market rental in relation to the rent payable for the rental period commencing on the relevant market review date.

#### **(b) Notice of Review**

The Lessor must give the Lessee a notice specifying an amount which is in the opinion of the Lessor would be the current market rent of the Premises on the relevant market review date.

**(c) Rejection Notice**

- (i) If the Lessee disagrees with the current market rent proposed pursuant to clause 0 and gives notice to the Lessor within 14 days after the notice is given to it then the dispute will be referred to a valuer(s) under clause 9.1(d) to determine the current market rent of the Premises on the relevant market review date.
- (ii) If the Lessee does not object to the amount specified by the Lessor within 14 days after the notice is given to it then the Lessee will be deemed to have accepted the amount specified as the current market rent payable from the relevant market review date.

**(d) Determination by valuer**

The current market rent of the Premises is to be determined by a Valuer appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either the Lessor or the Lessee:

- (i) having regard to the terms of this Lease;
- (ii) assuming the Lessee and the Lessor have complied with all the terms of this Lease;
- (iii) assuming the Lessor is a willing but not an anxious landlord and the Lessee is a willing but not an anxious tenant and that the Lessee is being offered the Premises with vacant possession;
- (iv) having regard to the current rental value of premises similar to the Premises; and
- (v) having regard to all other relevant valuation principles.

**9.2 Valuer as expert**

In determining the current market rent, the appointed valuer is to act as an expert and not an arbitrator and the appointed valuer's determination is conclusive and binding on the Lessor and the Lessee.

**9.3 No reduction of Rent**

Notwithstanding any other provision of this clause 9, on a review date under this clause 9, the rent is not to be reduced below that payable immediately prior to the relevant review date.

#### **9.4 Failure to notify review**

Any failure by the Lessor to notify the Lessee prior to each of the relevant market review dates of the intention of the Lessor to review the rent shall not prejudice the right of the Lessor to review the rent or have the rent reviewed retrospectively provided that the review does not occur later than 6 months after the relevant market rent review date.

#### **9.5 Date for commencement of reviewed Rent**

The new rent shall be payable and paid at the new rate from and including the relevant review date irrespective of when the reviewed rent is agreed or determined.

#### **9.6 Costs**

All costs incurred in the valuation and determination of the reviewed rent shall be paid by the parties equally.

#### **9.7 Payment of Rent pending review**

- (a) Until the determination of rent has been made the Lessee will pay rent to the Lessor at the existing rate until the market rent dispute is determined;
- (b) any variation in rent as the result of any review under clauses 9.4 and 9.5 will take effect on the review date;
- (c) within 14 days of the determination, the Lessor will refund any overpaid rent or the Lessee will pay any shortfall in rent payable prior to the review date.

### **10. Outgoings**

#### **10.1 Lessor's obligation to pay outgoings**

The Lessor must pay the outgoings specified in Item 5(a) when due and payable.

#### **10.2 Lessee's obligation to pay outgoings**

The Lessee must pay the outgoings specified in Item 5(b) when due and payable.

### **11. Yielding up**

#### **11.1 Yield Up**

Subject to fair wear and tear, the Lessee must forthwith upon the termination or sooner determination of this Lease yield up to the Lessor the premises in good repair, clean condition, tidy and free from rubbish.

#### **11.2 Lessee's Fixtures**

The Lessee shall not be entitled to remove the Lessee's Fixtures or any improvements carried out by the Lessee in accordance with the Life Cycle Asset Plan at the termination of the Lease.



### **11.3 Chattels**

The Lessee must on or before the termination of the Lease remove the Chattels from the Premises and make good any damage caused to the premises by such removal unless otherwise agreed by the parties.

## **12. Lessor's Rights**

### **12.1 Lessor's Rights**

Notwithstanding any rule of law or of equity it is expressly agreed that the Lessor shall not be entitled to re-enter forfeit terminate or determine the Lease, unless the Lessee shall be in default under this Lease in the circumstances referred to in sub-clause 12.3.

### **12.2 Preservation of the Lessor's Rights**

Nothing in the clause 12 shall limit restrict or prejudice the Lessor's right:

- (a) to claim damages in respect of any such default or breach or failure to observe or perform any of the covenants obligations or conditions of this Lease;
- (b) to claim specific performance of any of the covenants, obligations or conditions of this Lease;
- (c) to seek an injunction restraining the Lessee from continued or future default or breach in respect of any of the covenants, obligations or conditions of this Lease; or
- (d) against the Lessee otherwise at law or in equity.

### **12.3 Default**

The Lessee shall be in default under the Lease if:

- (a) the rent or any money payable by the Lessee is unpaid for 21 days after written notice is given to the Lessee;
- (b) the Lessee fails to comply with any of the covenants of this Lease within 21 days of being requested so to do by notice in writing by the Lessor;
- (c) if the Lessee ceases or threatens to cease to carry on business;
- (d) if the Lessee is a company:
  - (i) an order is made or a resolution is made for its winding up except for reconstruction or amalgamation;
  - (ii) if the company enters into a composition or a scheme of arrangement;
  - (iii) the company is unable to pay its debts when due;



- (iv) receiver or receiver and manager or controller (as defined in the Corporations Law) is appointed in respect of any part of the property of the company.

#### **12.4 Forfeiture of Lease**

Subject to giving any prior demand or notice required by any Law if the Lessee defaults as specified in clause 12.3 the Lessor may (but without prejudicing any other rights of the Lessor in law or equity consequent on the Lessee's breach):

- (a) re-enter and take possession of the Premises and eject the Lessee and all other persons and this Lease will terminate; or
- (b) by notice to the Lessee, terminate this Lease from the date of giving the notice.

#### **12.5 Tender after termination**

In the absence of any election by the Lessor, any money tendered by the Lessee after termination and accepted by the Lessor will be applied:

- (a) firstly, on account of any unpaid rent and other money due under this Lease at the date of termination; and
- (b) secondly, on account of the Lessor's costs of re-entry.

### **13. Lessor may rectify**

#### **13.1 Lessor may rectify**

Subject to the other provisions of the Lease, the Lessor may rectify a breach by the Lessee of any provision of the Lease.

#### **13.2 Lessee to Pay Lessor's Costs and Expenses**

The Lessee must within one month of being requested so to do by notice from the Lessor pay the reasonable costs and expenses for which the Lessor becomes liable or which the Lessor suffers or incurs as a consequence of or in connection with a breach of the Lease by the Lessee including but not limited to the cost and expense incurred by the Lessor in rectifying such breach.

#### **13.3 No Derogation**

Sub-clauses 14.1 and 14.2 shall not operate to limit or derogate from the Lessee's rights under the other provisions of the Lease or at law or in equity.

#### **13.4 Remedies Cumulative**

The rights granted to the Lessor under sub-clauses 14.1 and 14.2 shall be in addition to and not in substitution for the Lessor's rights under the other provisions of the Lease or at law or in equity.

#### **14. Ownership of Lessee's Fixtures**

##### **14.1 Ownership of Lessee's Fixtures**

The Lessee's Fixtures remaining at the termination date of the Lease shall become the property of the Lessor without payment of compensation upon being erected or installed in or on the premises or upon the Land.

##### **14.2 Removal and Replacement of Fixtures.**

The Lessee shall be entitled to remove or replace the Lessee's Fixtures during the term of the Lease except where such removal is inconsistent with the Life Cycle Asset Plan.

#### **15. Permitted Use**

##### **15.1 Permitted Use**

The Lessee may use the land only for the purpose specified in Item 4 of the Reference Schedule.

##### **15.2 Illegal Use etc**

The Lessee shall not use the premises for;

- (a) any immoral purpose; or
- (b) any purpose prohibited by law; or
- (c) any purpose not permitted by, or which is inconsistent with, the terms of any Lease under the *Land Administration Act 1997* (WA).

##### **15.3 Lessee's own Enquiries**

The Lessor does not warrant that the premises are suitable for the Permitted Use.

##### **15.4 Lessee's own Enquiries**

The Lessee acknowledges that before entering into the Lease it inspected the Premises and that in entering into the Lease it relies upon its own enquiries in relation to the Premises and accepts the premises in their present condition and state of repair and with all defects whether latent or patent.

##### **15.5 Lessee not to create danger or nuisance**

The Lessee must not do or omit to do or permit any act on or about the premises that may:

- (a) damage or render dangerous, untidy or unclean the Premises or any land or premises adjoining or surrounding the Premises; or
- (b) constitute a nuisance at law or a danger to the owners or occupiers of land or premises adjoining or surrounding the Premises.

## **15.6 Licences and Approvals**

The Lessee is to take out and at all times keep current all conditions required by law, licences, permits and approvals required to carry on the Permitted Use specified in Item 4.

## **16. Repair and Maintenance**

### **16.1 Lessee to Repair and Maintain**

- (a) Subject to fair wear and tear, the Lessee must during the term of the Lease keep and maintain the Premises and the Lessee's Fixtures and property including but not limited to all residences on the Premises in good repair and in their condition at the beginning of this Lease as recorded in the Life Cycle Asset Report.
- (b) The Lessee must repair defects and damage to the Premises caused by an act, omission, negligence or default of the Lessee.

### **16.2 Capital and Structural Works**

Subject to the Special Conditions, the Lessee's obligation under sub-clause 16.1 shall, without limiting the generality of that sub-clause, include the obligation to carry out work of a capital or structural nature.

### **16.3 Cleaning**

The Lessee must keep the Premises clean and tidy and free from dirt, rubbish, garbage, debris, weeds, vermin, rodents, pests, and diseases.

### **16.4 Fire control**

- (a) The Lessee must undertake controlled burns of the country in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) The Lessee must maintain adequate fire breaks on the Premises to reduce impact of bushfires.

## **17. Additional Lessee Covenants**

### **17.1 Fencing**

Subject to the Special Conditions, the Lessee shall at its own cost and expense and in a proper and workmanlike manner:

- (a) repair and maintain any boundary and subdivisional fences existing on the land at the date of commencement of the Lease in accordance with clause 16.1;

### **17.2 New Fencing**

Subject to the Special Conditions, the Lessee must obtain the prior written consent of the Lessor to the construction of new fences and new fences in new locations. Any application



for consent must be accompanied by details of the proposed location of the fence and details of the construction of the fence. If the Lessor consents to the construction of the new fence, then the Lessee must construct the fence in accordance with the Lessor's consent.

### **17.3 Lessee to Comply with Laws**

The Lessee must comply with all Laws affecting the Land or the way the Lessee uses the Land. The Lessee, at its own cost, is to carry out any alterations, additions and repairs (including but not limited to structural alterations, additions and repairs ) to the Land required by any Law or any notices given under any Law if their necessity had been caused by either the Lessee or the way the Lessee has used the Land.

### **17.4 Laws in relation to use and occupation**

Without limiting the generality of clause 17.3, it is an express condition of this Lease that the Lessee shall at all times observe all Laws in relation to use, occupation, development or building upon the Land or the carrying out of any renovation, refurbishment, repair, alteration, or other work to the Premises or on the Land and shall comply with all notices issued in pursuance thereof as though the Lessee was the freehold owner of the Land.

### **17.5 Pest and Noxious Weed Control**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations, the Lessee must take all reasonable steps to keep the land free of rabbits, feral camels, foxes and other vermin, and noxious weeds, prohibited shrubs and vegetation, and comply with all Laws relating to them.

### **17.6 Infectious Diseases**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations:

- (a) The Lessee must give notice of all infectious illnesses to humans and livestock to the Lessor and all relevant public authorities as required by Law.
- (b) The Lessee must, at its own cost, comply with all requirements of all public authorities under any Law regarding fumigation, disinfection, eradication and prevention of such diseases. The Lessee must also comply with requirements of all Laws regarding the quarantining of stock.

### **17.7 Livestock**

The Lessee must maintain quality and marketable breeds of livestock on the premises which shall be managed in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.

### **17.8 Timber and Vegetation.**

The Lessee must not clear any timber and vegetation on the premises except for the purposes of the maintenance or construction of fencing.



## **17.9 Quotas, Licences and Permits**

The Lessee must do all things reasonably necessary to ensure that any quota, licence or permit now or in the future in relation to the Land or any activity on the Land is preserved.

## **17.10 Ecologically Sustainable Rangelands Monitoring Plan**

The Lessee agrees that it shall undertake the development of the Roebuck Plains Ecologically Sustainable Rangelands Monitoring (ESRM) station management plan jointly with the Yawuru Indigenous Protected Area (IPA) team for the identification of the cultural, ecological, social and economic values on the premises.

The Lessee agrees that it will work with the IPA team also in accordance with the IPA Plan of Management to ensure the adaptive management strategies contained therein are implemented in accordance with mutually agreeable budget and resource allocation.

## **18. Lessor's Powers of Entry**

### **18.1 Compliance by Lessor with requirements of competent authority**

Subject to giving the Lessee reasonable notice the Lessor may enter the premises for the purpose of complying with any requirement of a competent authority or with any requirements of any Law where the Lessee is not obliged under this Lease to comply with the requirements of the Law.

### **18.2 Lessor May Enter to View the Land**

Subject to giving the Lessee seven days' notice, the Lessor or any person authorised by the Lessor, may enter the Premises and view the state of repair and condition of the Land. The Lessor may notify the Lessee of any defects and require the Lessee to remedy them as required by the Lease within a reasonable time.

### **18.3 Lessor may enter for the purposes of IPA land management work**

The Lessor or any person authorised by the Lessor may enter onto the premises for the purpose of carrying out on ground works under the IPA Plan of Management

## **19. Quiet enjoyment**

Subject to complying with the provision of the Lease, the Lessee may peaceably possess and enjoy the premises for the term of the Lease without any interruption or disturbance from the Lessor except where such interruption or disturbance is permitted by other provisions of the Lease or by law.

## **20. Lessee to effect insurance**

### **20.1 Lessee to Insure Improvements**

Subject to the Special Conditions, the Lessee must at its cost insure and keep insured during the term of the Lease the Premises for not less than their full replacement or reinstatement

value against loss, damage or destruction from any insurance risk against which the Lessee is reasonably required to insure by the Lessor from time to time including but not limited to loss, damage or destruction from fire, explosion, cyclone, storm, tempest, lightning, wind, hail, earthquake, water, smoke, sprinkler leakage, flood, riot, civil commotion, malicious damage, impact by vehicles or aircraft, objects falling from aircraft, theft and vandalism.

## **20.2 Public Liability Insurance**

- (a) The Lessee must at its cost effect and keep current in relation to the premises during the term of the Lease a public risk insurance policy for an amount insured in respect of each occurrence of at least twenty million dollars (\$20,000,000.00).
- (b) Such a policy must be with an insurer approved by the Lessor, and must note the interests of the Lessor.

## **20.3 Workers' Compensation Insurance**

The Lessee is required to maintain appropriate Workers' Compensation Insurance.

## **20.4 Certificate of Currency**

A Certificate of Currency is to be provided to the Lessor on renewal of the policy each year for each of the policies described in clauses 20.1, 20.1and 20.3.

## **21. Lessee to release and indemnify Lessor**

### **21.1 Indemnity**

The Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Lessor from and against all actions, claims and demands made against the Lessor in respect of any damage to or loss of property, personal injury or death sustained in or in connection with the Premises or the Lessee's use or occupation thereof.

### **21.2 Lessor's negligence**

Sub-clause 21.1 shall not apply in respect of damage, loss, injury or death caused by a wilful or negligent act or omission of the Lessor.

## **22. Notices**

### **22.1 Method**

A notice given by a party under the Lease must be in writing and hand delivered or sent by pre-paid ordinary or certified post to the other party at the address set out in Item 2 unless and until a party gives notice to the other of another address for the giving of notices.



**22.2 Date of Service**

Any notice given by post shall be deemed to have been duly given on the second day after the day it was posted.

**23. Costs, Stamp duty and registration****23.1 Legal costs**

The parties shall pay their own legal costs and expenses in relation to this Lease.

**23.2 Duty and Registration Fees**

The Lessor shall pay any duty payable on this Lease, the cost of producing any title at the Land Titles Office of Western Australia to enable registration of the Lease and the cost of registration.

**23.3 Consent and Approval Fees**

- (a) The grant of this Lease is subject to and conditional upon the consent of the Minister under section 18 of the LAA.
- (b) Where under this Lease the doing or executing of any act, manner or thing by the Lessor or the Lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.
- (c) The Lessor must obtain the Ministers consent to this Lease.
- (d) The Lessee must pay the reasonable legal costs and expenses which the Lessor incurs in consequence of or in connection with granting its approval or consent under the Lease.

**23.4 Parties Responsible For Own Costs**

Whenever a party is required under the Lease to do any act, the doing of such act shall, unless the Lease otherwise provides, be at the sole risk and expense of that party.

**23.5 Changes to sublease**

The Lessee must pay the costs for the preparation, negotiation and execution of any variations to this Lease agreed by the parties during the term or any further term of this Lease.

## **24. Head Lease**

### **24.1 Inclusion of terms of Head Lease**

Except as to the Term and the Rent and otherwise herein expressly or by necessary implication excepted or modified, this Lease is made upon the same terms as the Head Lease which shall apply *mutatis mutandis* as between the Lessee and the Lessor as if the terms, agreements, covenants and conditions of the Head Lease were expressly set out herein as an exception to this clause

### **24.2 Lessor to observe the Head Lease**

The Lessor covenants with the Lessee to comply with and observe all the terms agreements covenants and conditions of the Head Lease.

### **24.3 Termination of Head Lease**

If the Head Lease is terminated for any reason whatsoever then this Lease shall also terminate simultaneously with the termination of the Head Lease and the Head Lessor shall be entitled to enter into possession of the Premises and the Lessee shall have no claim whatsoever against the Head Lessor.

### **24.4 Assignment & Subletting**

- (a) The Lessee must not, without the prior written consent of the Lessor (which consent must not be unreasonably withheld or delayed) or, without limiting the generality of section 18 of the LAA, without the prior written consent of the Minister:
  - (i) part with possession of, share possession of or sublet the Premises; or
  - (ii) mortgage, charge or in any way encumber the Lessee's estate or interest in the Premises or its rights and powers as Lessee under this Lease; or
  - (iii) dispose of, deal with, or assign its estate or interest in the Premises or its rights and powers as Lessee under this Lease; or
  - (iv) otherwise deal with any interest whatsoever in the Premises or the Lessee's estate or interest under this Lease.
- (b) Any consent of the Minister under clause 24.4(a) may be subject to such terms and conditions as the Minister in its absolute discretion may impose.
- (c) For the purposes of clause 24.4(a)(iii) where the Lessee is a corporation (not being a corporation where shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 50 of the Corporations Law) in the corporation or any related body corporate (within the meaning of section 50 of the Corporations Law) shall be deemed to be an assignment of the Premises and the benefit of this Lease and must require prior approval in writing of the Minister.



- (d) The Lessee acknowledges:
  - (i) the provisions of section 18 of the LAA relating to the Lessee's obligation to obtain the Minister's prior written approval to deal with any interests in the Premises or the Lessee's interest in this Lease; and
  - (ii) the Minister may, before giving approval under section 18 of the LAA, in writing require:
    - (A) such information concerning the transaction for which approval is sought as the Minister specifies; and
    - (B) information furnished in compliance with this clause to be verified by statutory declaration.
- (e) The provisions of sections 80 and 82 of the *Property Law Act 1969* (WA) are hereby excluded.

#### **24.5 Waiver negatived**

No waiver by the Lessor of a breach of any provision on the part of the Lessee in this Lease shall operate as a waiver of another provision in the Lease and the Lessor's failure to take advantage of or act upon any breach on any provision on the part of the Lessee shall not be or be construed as a waiver thereof.

#### **24.6 Partnership negatived**

Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party as creating the relationship of a partnership or of principal and agent or joint venture between the parties to this Lease.

#### **24.7 Dispute resolution**

- (a) Any dispute arising under clause 3.2 as to the compensation payable to the Lessee is to be determined by a properly qualified member of the Australian Property Institute appointed by the president at the request of either the Lessor or the Lessee.
- (b) In making a determination, the appointed member must act as an expert and not as an arbitrator.
- (c) The appointed member must make a written determination containing reasons as soon as possible after appointment, but the member must give each party the opportunity to make written submissions.
- (d) The cost of the determination must be paid by both parties in equal shares unless otherwise decided by the member.

**25. GST****25.1 GST payable**

The Lessee must pay to the Lessor any GST payable by the Lessor in accordance with the requirements of the GST Act. Such payments are to be made by the Lessee prior to the date for payment of the GST by the Lessor or on the dates for the payment of Rent, and other moneys payable under this Lease whichever is the earlier.

**25.2 GST exclusive**

Any Rent or other payment obligation stated or referred to in this Lease does not include GST unless it is expressly included and GST must be paid in addition to that Rent or payment obligation. Unless GST is expressly included, the consideration for any supply by the Lessor to the Lessee is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.

**25.3 Tax invoice**

If registered for GST, the Lessor must provide to the Lessee a GST tax invoice as required by the GST Act.

**25.4 Definitions****In this clause/s**

**GST** means a goods and services tax payable under the GST Act or which is or may be levied or assessed or become payable in respect of Rent, Outgoings or in connection with the supply of the Premises or any goods, services, facilities or other things by the Landlord to the Tenant under this Lease or any extension, renewal or holding over;

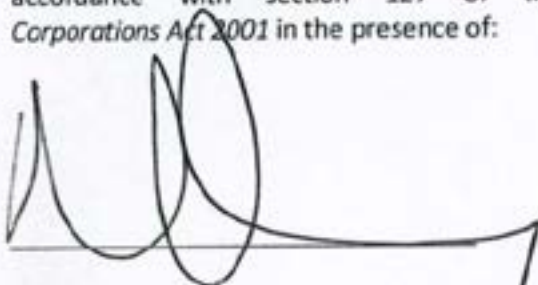
**GST Act** means *A New Tax System (Goods and Services) Act 1999 (Cth)* and transitional and amending and associated acts and regulations;

**26. Special Conditions**

Special Conditions in the Reference Schedule apply to this Lease and this Lease is granted subject to and conditional upon those Special Conditions. In the event of an inconsistency between this Lease and the Special Conditions, the Special Conditions are to prevail.

**EXECUTED by the parties as a Deed**

Executed by **National Indigenous Pastoral Enterprises Pty Ltd** (ABN 28 108 266 548) in accordance with section 127 of the Corporations Act 2001 in the presence of:

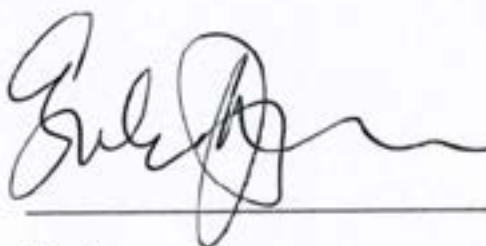


Director

NEIL WESTBURY

Name of Director

(BLOCK LETTERS)



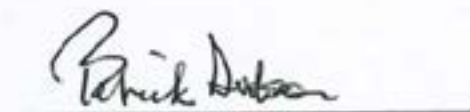
Director

Abraham Atkinson

Name of Director

(BLOCK LETTERS)

Executed by **NYAMBA BURU YAWURU PTY LTD (ACN 137 306 917)** in accordance with section 127 of the Corporations Act 2001 in the presence of:

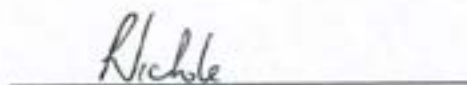


Director

PATRICK LIONEL DODSON

Name of Director

(BLOCK LETTERS)


~~Director~~/Company Secretary

RODNEY FRANCIS NICHOLE

Name of ~~Director~~/Company Secretary

(BLOCK LETTERS)



**Reference Schedule****Item 1 –Description of land**

The land in the following Certificates of Title:

Crown lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197 and Lot 524 on DP 72594

**Item 2 – Address for Service of Notices**

<b>Lessor's address:</b>	Nyamba Buru Yawuru Ltd  55 Reid Road Broome WA 6725] [PO Box 425 Broome WA 6725
<b>Lessee's address:</b>	National Indigenous Pastoral Enterprises Pty Ltd Level 7 121 King William Street ADELAIDE SA 5000 (PO Box 652 Adelaide)

**Item 3 – Term / commencement Date / Termination Date / Option Term**

By Deed of Grant dated the 1<sup>st</sup> September 2014 the Lessor agreed to grant a Sublease to the Lessee commencing immediately upon the effective renewal of the Head lease provided that the Term of the Sublease was to be reduced by 12 months:

<b>Term:</b>	7 years
<b>Commencement Date:</b>	<u>1 July 2014</u>
<b>Terminating Date:</b>	<u>30 June 2015</u>
<b>New Lease term Commencement Date:</b>	<u>1 July 2015</u>
<b>New Lease term Termination Date:</b>	<u>30 June 2021</u>
<b>Further Term:</b>	<u>8 years</u>
<b>Further Term Commencement Date:</b>	<u>1 July 2021</u>
<b>Terminating Date of Further Term:</b>	30 June 2029
<b>Rent:</b>	\$340,000 per annum (exclusive of GST)
<b>Market review dates:</b>	1 <sup>st</sup> July 2016, 1 <sup>st</sup> July 2018, 1 <sup>st</sup> July 2021, 1 <sup>st</sup> July



**Item 4 – Permitted Use**

Pastoral activities only consistent with the Head Lease (and as renewed from 1 July 2015) terms and conditions in force for the duration of this Lease and for pastoral purposes pursuant to Section 106 of the LAA.

**Item 5 – Outgoings****5(a) Lessor outgoings**

- Council rates, fixed water Fee,
- Lessor must reimburse the Lessee for insurance premiums related to buildings and improvements owned by the Lessor taken out by the Lessee pursuant to clause 20.1.

**5(b) Lessee outgoings**

- All outgoings other than the Lessor outgoings.
- Lessee must also pay:
  - » Pastoral Lease annual rental;
  - » All services separately metered to the property;
  - » All stock and domestic water charges (except for fixed licence fees);
  - » All waste disposal charges;
  - » Any other utilities or consumables used or consumed on the Property; and
  - » Other rates, charges imposed directly on the Property, the Lessee's pastoral operations, Lessee's property and the Lessee's occupation of the Property.

## Item 6 Special Conditions

### 1. Stocking

- (a) It is agreed by the Lessee that the Premises will be stocked with quality and marketable breeds of cattle and at appropriate levels to ensure the sustainable good stewardship of the Premises in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) It is agreed by the Lessee that the average stocking levels on the property over any three year period will not exceed 18,000 Cattle Units (annualised). A Cattle Unit is as defined by the Pastoral Lands Board.
- (c) It is agreed that the Lessee may use the land for grazing of cattle, horses and other livestock on the land.
- (d) The Lessor must promptly submit all required livestock returns to the Pastoral Lands Board as required.

### 2. De-stocking at the end of the Lease

The Lessee, subject always to good animal husbandry practice and its obligations under relevant Animal Welfare legislation must, at the termination or sooner determination of this Lease, if so directed by the Lessor, fully destock the Premises of all livestock in the control of the Lessee. The Lessee agrees to grant the Lessor the right of first refusal to purchase the livestock at market value (with a period of offer of not less than 60 days to exercise the right).

### 3. Change of Permitted Use of the Premises.

The Lessor reserves the right to allow or deny the Lessee's application for any permits pursuant to Division 5 (Permits) of the LAA. Any consent of the Lessor under this special condition may be subject to such terms and conditions as the Lessor may in its absolute discretion impose including but not limited to varying the rent and other lease terms and conditions.

### 4. Structure Expenditure - Lessor

The Lessor will be required during the term and any further term to replace, renew, upgrade and/or make good, all structures on the Premises which have reached the end of their useful life, or require one off major repairs to preserve or extend their useful life. It is acknowledged by the Lessor and Lessee that several of the existing buildings (namely the training room; trainee accommodation rooms; swimming pool and trainees' recreation room as identified in the plan attached) are an overcapitalisation of the premises for pastoral purposes due to the pastoral training activities currently undertaken by the Lessee. This fact must be considered when assessing the Lessor's obligation to replace, renew, upgrade or make good all structures on the Premises and in which respect such an obligation only arises on the Lessor where such an obligation is reasonable in light of this fact.



if the parties cannot agree on whether a required activity is the Lessor's obligation for Structure Expenditure or a Lessee's obligation to maintain, repair, replace, upgrade or make good Structures under this Lease then:

- (a) either party may notify the other party of the dispute in writing and provide written reasons of dispute within 30 days of giving the notice of dispute. The other party must provide a response in writing within 30 days of receipt of the written reasons for dispute;
- (b) the parties must meet to resolve the dispute within 30 days of the written response being provided;
- (c) if agreement is not reached, either party can refer the matter to an independent expert for a decision. If parties cannot agree on an expert then the dispute will be determined by a properly qualified member of the Australian Property Institute who is appointed by the President at the request of either the Lessor or the Lessee and who shall act as an expert.
- (d) both parties agree that the expert's decision is final;
- (e) each party must pay 50% of the expert's costs.

The Lessee shall pay for any structural expenditure for a period of three (3) years from the 1<sup>st</sup> July 2014 to the 30<sup>th</sup> June 2017.

#### 5. Structure Expenditure – Lessee

Special Condition 5 overrides and replaces Special Condition 4 to the extent of any inconsistency between this Special Condition 5 and Special Condition 4.

The Lessee will be required to maintain and repair all structures impacted by wear and tear or incidents associated with their operation of or residence at the Premises. In addition, where a structure has naturally reached the end of its useful life, or requires a major one off repairs, upgrade or part replacement to extend or preserve its useful life, and the cost to address this item does not exceed the Structure Repair and Replacement Threshold of \$20 000 (Twenty Thousand Dollars) per year, the Lessee is also required to make good the structure or item at its own cost, regardless of the nature of the work for the balance of the term of the Lease from the 1<sup>st</sup> July 2017 and for any further terms. The Lessee will also be required, at its cost whether or not the Lessee has received proceeds of insurance to repair any structure impacted by an act, omission, negligence or default of the Lessee, its agents, employees and/or contractors.

For the avoidance of doubt the Lessee shall pay for any structural expenditure for the premises for a period of three years (3) from the 1<sup>st</sup> July 2014 to 30<sup>th</sup> June 2017 and thereafter for the remainder of the first term and any further term, the Lessee shall pay for any structure expenditure not exceeding the Structure repair and replacement of \$20 000 (Twenty Thousand Dollars) per year.

#### 6. Further Special Conditions

- (a) The Lessee is to provide the Lessor each year upon request and no later than the anniversary of the commencement date of the term of this Lease with all essential information associated with pastoral activities on the Premises. In particular and including but not limited to
  - (i) a Station Operational Plan estimates provided annually;
  - (ii) a Station Operational Plan actuals provided annually;

- (iii) any relevant information procured or utilised by the Lessee in the preparation of the Operating Plan including stocking history, soil tests, weed management plan, feral control, water use, weed resistance tests and agronomic advice,
- (iv) Annual Actual versus Budget cash report as provided annually to the Board of the Indigenous Land Corporation

to the satisfaction of the Lessor, acting reasonably.

**7. Rental Increase For Capital Improvements and Investments during the further term of the Lease.-**

The Lessee will pay 6.25% of the cost of any mutually agreed capital Improvements and investments to the premises as an increase of rent from the date on which the capital improvements and Investments are made and completed until the date of the next rent review when the value of the capital improvements and investments will be included in the assessment of the review of the market rent for the premises.

- (a) The Lessee must promptly submit all required livestock returns to the Pastoral Lands Board as required and must operate the Premises in a manner which is in compliance with the Pastoral Lease Conditions and must not do anything that would lead to the Lessor being in breach of the Pastoral Lease Conditions or any other Law.

**8. Work Health and Safety**

The Lessee will be required to:

- (a) acknowledge that it has management and control of the Premises for the purposes of the WH&S Laws;
- (b) comply with all its obligations under WH&S Laws;
- (c) have in place appropriate WH&S Systems;
- (d) co-operate with any all relevant authorities and the Lessor in relation to compliance issues, hazards or incidents occurring on the Premises; and
- (e) release and indemnify the Lessor from and against any damage, expense, loss, liability or claim associated with a breach by the Lessee of the Lessee's obligations under this Lease.

For the purposes of this Special Condition:

**WH&S Laws** means the Workplace Health and Safety Act 2011 (Cth) and related regulations.

**WH&S Systems** means those safe systems, procedures, standards and policies as prescribed by the relevant State and Commonwealth Laws and Regulations/

**9. Life Cycle Asset Plan**

The Lessee must prepare a Life Cycle Asset Plan for the Premises at the Lessee's cost for the term/s of the Lease to assist the parties in planning for the capital expenditure required during the term/s. The Parties agree to jointly brief the selected expert and jointly attend any on ground assessment on or before the 30th day of June 2015.

The Life Cycle Asset Plan shall record and/or contain details of the current state of assets on the premises, including an inventory and description of the assets, their location and those critical



assets to the sustained performance of the premises, an assessment of their condition, an assessment of remaining useful life and a determination of asset values and replacement costs and an assessment of the costs of one off replacements of assets.

#### **10. Annual Meetings**

The parties must meet at the end of the wet season or at such other times during the year as the parties may otherwise agree to discuss the operations of the premises under the Permitted Uses and any future use proposals, employment and training opportunities, the Life Cycle Asset Plan, structure expenditure and any other relevant matters.

#### **11. Surrender of Land**

In the event that Lot 524 on Deposit Plan 72594 is surrendered by the Lessor to the State Government of Western Australia for the purposes of the Broome Road Airport Site, the rent shall be reduced in proportion to the reduction in the area of the Premises as a result of the surrender.

#### **12. Lessor – Sole Contact**

- (a) For the avoidance of doubt the Lessor remains the sole contact for all matters pertaining to land administration and operation of the lease including but not limited to the receipt of correspondence in relation to Rangeland Conditions Assessments/Audits and Follow Up Inspections and directives from the Pastoral Lands Board, the receipt of rent invoices from and the payment of rent to the Pastoral Lands Board, the submission of Annual Returns to the Pastoral Lands Board and formal advice of the change of contact details of the Lessor.
- (b) The Lessor will promptly provide all relevant correspondence and documents to the Lessee on receipt from the Pastoral Lands Board.

#### **13. Lessor's liability for breach.**

The Lessor remains liable to the Minister for Lands and the Pastoral Lands Board for any breaches of its obligations under Headlease and the Lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the Lessor from and against all actions, claims and demands made against the Lessor by the Minister of Lands and/or the Pastoral lands Board in respect of any breaches of the Lease in connection with the Premises or the Lessee's use or occupation thereof.

## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Monday, 2 March 2015 8:47 PM  
**To:** Mundy, Leah  
**Subject:** Roebuck  
**Attachments:** 27022015102425-0001.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Leah,  
Please save this in the relevant folders.  
Thanks  
Tri

-----Original Message-----

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Friday, 27 February 2015 1:28 PM  
**To:** Taylor, Gillian M.  
**Cc:** Nguyen, Tri; Alderton, Kate  
**Subject:** FW: Scan Data from FX-B19D45

Gillian,

We refer to your letter dated the 6th February 2015 and attach the executed Transfer of Mortgage Charge or Lease Document (T3C) by email(as one of the options stated in your letter) for endorsement of Ministerial Approval thereon.

We look forward to receipt of the endorsed copy as soon as possible.

Regards,

Rodney Nichole  
General Counsel  
Nyamba Buru Yawuru  
55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e <mailto:rodney.nichole@yawuru.org.au> | w [www.yawuru.org.au](http://www.yawuru.org.au)

-----Original Message-----

**From:** NBY Office 700172 [<mailto:fxscanner@yawuru.org.au>]  
**Sent:** Friday, 27 February 2015 8:24 AM  
**To:** Rodney Nichole  
**Subject:** Scan Data from FX-B19D45

Number of Images: 6  
Attachment File Type: PDF

Device Name: NBY Office 700172  
Device Location:

WESTERN AUSTRALIA  
 LAND ADMINISTRATION ACT 1997  
 TRANSFER OF LAND ACT 1893 as amended

**TRANSFER OF MORTGAGE CHARGE OR LEASE (T)**

INSTRUMENT (NOTE 1)	DESCRIPTION OF LAND (NOTE 2)	EXTENT	VOLUME	FOLIO
Crown Lease				
516/1997	Lot 270 on DP 220197	Whole	3010	475
516/1997	Lot 524 on DP 72594	Whole	3161	646

**LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 3)**

Nil

**TRANSFEROR/S (NOTE 4)**

Indigenous Land Corporation

**CONSIDERATION (NOTE 5)**

Gift

**TRANSFeree/S (NOTE 6)**

Nyamba Buru Yawuru Ltd of 55 Reid Road, Cable Beach, WA 6726

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFeree the estate and interest in respect of which the Transferor is registered as set forth in the instrument above described, subject to the encumbrances as shown.

Dated this

day of

in the year

**TRANSFEROR/S SIGN HERE (NOTE 7)**

Signed

**TRANSFeree/S SIGN HERE (NOTE 7)**

Signed



### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure...".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.
4. Duplicate lease (if any) required to be produced or if held by another party then arrangements must be made for its production.
5. The consent of the Minister for Lands (or delegate) must be endorsed on all transfers of interests registered on Crown Land Titles. To request that consent, contact the Department of Land Administration, Land Administration Services Branch. Do not contact the Minister for Lands direct.

### NOTES

1. **INSTRUMENT**  
State nature and number of instrument (eg. Mortgage, Charge or Lease).
2. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated.  
The Certificate of Title/Crown Land Title Volume and Folio number to be stated.
3. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**  
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the mortgaged, charged or leased land recorded against the mortgage, charge or lease:  
a) on the certificate of title/crown land title  
i) in the second schedule;  
ii) if no second schedule, that are encumbrances.  
(Unless to be removed by action or document before registration hereof)  
AND  
b) in the case of a transfer of lease, on the lease, that are encumbrances not recorded on the certificate of title/crown land title.

Do not show any:

- (a) Easement Benefits or Restrictive/Covenant Benefits; or
- (b) Subsidiary interests or charges affecting a limitation, etc, that is to be entered in the panel (eg. if a lease is shown, do not show any sub-lease or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".

If none show "nil".

4. **TRANSFEROR**  
State the full name of the Transferor(s) (mortgagee, chargee or lessee).
5. **CONSIDERATION**  
If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.
6. **TRANSFeree**  
State the full name of the Transferee(s) (Purchaser) and the address(es) to which future notices can be sent, if a minor state date of birth.  
If two or more, state tenancy, eg. Joint Tenants, Tenants in Common, if Tenants in Common, specify shares.
7. **EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.
8. **MANAGEMENT BODY CONSENT**  
Where land is managed by a management body or agency, the consent of that management body or agency is required.

The \_\_\_\_\_  
hereby consents to this document (NOTE 8)

AUTHORISED OFFICER

EXAMINED

Office Use Only

## TRANSFER OF MORTGAGE CHARGE OR LEASE (T)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

- |          |                 |
|----------|-----------------|
| 1. _____ | Received Items  |
| 2. _____ | Nos.            |
| 3. _____ |                 |
| 4. _____ | Receiving Clerk |
| 5. _____ |                 |
| 6. _____ |                 |

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.



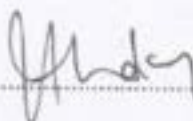
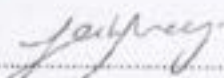
## ADDITIONAL PAGE TO FORM T3C

Dated: \_\_\_\_\_

## ATTESTATION SHEET

Signed

Signed for and on behalf of the Indigenous Land Corporation, ABN 59 912 679 254, by its duly appointed attorney, JODIE LINDSAY, Chief Financial Officer of GPO Box 652, Adelaide SA 5001 under Power of Attorney number I479363 in the absence of any revocation of such power and in the presence of:

Witness Signature

LEAH MUNDY

Full Name

LEVEL 7, 121 KING WILLIAM STREET, ADELAIDE SA 5000

Address

SOLICITOR

Occupation

Execution Date

/ /

Signed for and on behalf of the Indigenous Land Corporation, ABN 59 912 679 254, by its duly appointed attorney, BARRY PETTY, Solicitor of GPO Box 652, Adelaide SA 5001 under Power of Attorney number I479363 in the absence of any revocation of such power and in the presence of:




Witness Signature

LEAH MUNDY

Full Name

LEVEL 7, 121 KING WILLIAM STREET, ADELAIDE SA 5000

Address

SOLICITOR

Occupation

Execution Date 02, 02, 2015

Signed by Nyamba Buru Yawuru Ltd  
pursuant to Section 127 of the Corporations  
Act 2001 (Cth)

*Patrick Dodson*

Director

Print name: PATRICK LIONEL DODSON

*Sally Jane Wilkinson*

Witness Signature

SALLY JANE WILKINSON Full Name

C/O 55 REID RD. Address

CABLE BEACH WA 6726

LAWYER Occupation

*Nichole*

Director/Secretary

Print name: RODNEY FRANCIS NICHOLE

*Sally Jane Wilkinson*

Witness Signature

SALLY JANE WILKINSON Full Name

C/O 55 REID RD. Address

CABLE BEACH WA 6726

LAWYER Occupation

AGREEMENT DATED

STAMPED

SIGNED

**CAVEAT**

## DESCRIPTION OF LAND (Note 1)

Lot 270 on DP 220197  
Lot 524 on DP 72594

## EXTENT

Whole  
Whole

## VOLUME

LR3010  
LR3161

## FOLIO

475  
646

## CAVEATOR (Note 2)

Indigenous Land Corporation

## ADDRESS OR FACSIMILE MACHINE NUMBER FOR SERVICE OF NOTICE ON CAVEATOR (Note 3)

GPO Box 652 Adelaide South Australia 5001

## REGISTERED PROPRIETOR (Note 4)

Nyamba Buru Yawuru Ltd of 55 Reid Road, Broome

## ESTATE OR INTEREST BEING CLAIMED (Note 5)

As chargee

The CAVEATOR claims an estate or interest as specified herein of the estate or interest of the abovenamed REGISTERED PROPRIETOR in the land above described BY VIRTUE OF (Note 6)

Rights arising pursuant to a Deed entered into by the Caveator and the registered proprietor on 1 September 2014 and the rights of the Caveator under s 191SA of the Aboriginal and Torres Strait Islander Act 2005 (Cth).

And FORBIDS the registration of any Instrument affecting the estate or interest (Note 7)

Absolutely

Dated this

2<sup>nd</sup>

day of

FEBRUARY

Year

2015

## CAVEATOR OR AGENT SIGN HERE (Note 8)

Signed

*Barry Lloyd Petty* (print name)  
Solicitor and Agent for the Caveator

Signature

*B Petty*

In the  
presence of

*Leah Mundy*  
Signature of witness

LEAH MUNDY  
Name of witness (print)

Address of witness: Level 7, 121 King William Street  
ADELAIDE SA 5000

Occupation of witness: SOLICITOR.



### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.

### NOTES

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata /Survey-Strata plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio or Crown Lease number, to be stated. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary.
2. **CAVEATOR**  
State full name of the Caveator.
3. State the address, or a number for a facsimile machine in Australia for service of notice on the Caveator.
4. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietor/ Registered Proprietors as shown on Certificate of Title or Crown Lease and any address/addresses to which future notices can be sent.
5. Specify the Estate or Interest claimed.
6. Specify the grounds on which claim is made.
7. State whether "Absolutely" or "Unless such instrument be expressed to be subject to the Caveator's claim", or "until after notice of any intended registration or registered dealing to the Caveator at the address for service of notice".
8. **CAVEATOR'S OR AGENTS EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act.



EXAMINED

NOTICES TO BE SENT:

OFFICE USE ONLY

### CAVEAT

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY Indigenous Land Corporation

ADDRESS Level 7, 121 King William St Adelaide SA 5000

PHONE No. (08) 8100 7100 FAX No. (08) 8100 7171

REFERENCE No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1993 as amended on the day and time shown above and particulars entered in the Register.





2 February 2015

Mr Rodney Nichole  
Nyamba Buru Yawuru Ltd  
55 Reid Road  
Cable Beach WA 6726

Dear Mr Nichole

**Roebuck Plains Station – ILC to Nyamba Buru Yawuru Ltd**

I refer to the above matter and enclose the following documents:

1. Transfer of Mortgage Charge or Lease;
2. Caveat; and
3. Crown Lease No. 516/1997

Once Nyamba Buru Yawuru Ltd has signed the Transfer form please send a copy to the ILC for our records.

Please notify the ILC of the date you intend to lodge the documents.

Yours sincerely

A handwritten signature in cursive script, appearing to read 'Leah Mundy'.

LEAH MUNDY  
Associate Counsel

WESTERN AUSTRALIA  
 LAND ADMINISTRATION ACT 1997  
 TRANSFER OF LAND ACT 1893 as amended

**TRANSFER OF MORTGAGE CHARGE OR LEASE (T)**

INSTRUMENT (NOTE 1)	DESCRIPTION OF LAND (NOTE 2)	EXTENT	VOLUME	FOLIO
Crown Lease				
516/1997	Lot 270 on DP 220197	Whole	3010	475
516/1997	Lot 524 on DP 72594	Whole	3161	646

## LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (NOTE 3)

Nil

## TRANSFEROR/S (NOTE 4)

Indigenous Land Corporation

## CONSIDERATION (NOTE 5)

Gift

## TRANSFeree/S (NOTE 6)

Nyamba Buru Yawuru Ltd of 6A Coghlan Street, Broome WA 6725

THE TRANSFEROR for the consideration herein expressed HEREBY TRANSFERS TO THE TRANSFeree the estate and interest in respect of which the Transferor is registered as set forth in the instrument above described, subject to the encumbrances as shown.

Dated this

day of

in the year 2014

## TRANSFEROR/S SIGN HERE (NOTE 7)

Signed See Form B1 attached

in the presence of

## TRANSFeree/S SIGN HERE (NOTE 7)

Signed See form B1 attached

in the presence of

### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Duplicate lease (if any) required to be produced or if held by another party then arrangements must be made for its production.
5. The consent of the Minister for Lands (or delegate) must be endorsed on all transfers of interests registered on Crown Land Titles. To request that consent, contact the Department of Land Administration, Land Administration Services Branch. Do not contact the Minister for Lands direct.

### NOTES

#### 1. INSTRUMENT

State nature and number of Instrument (eg. Mortgage, Charge or Lease).

#### 2. DESCRIPTION OF LAND

Lot and Diagram/Plan number or Location name and number to be stated.

Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated.

The Certificate of Title/Crown Land Title Volume and Folio number to be stated.

#### 3. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the mortgaged, charged or leased land recorded against the mortgage, charge or lease:

a) on the certificate of title/crown land title

i) in the second schedule;

ii) if no second schedule, that are encumbrances,

(Unless to be removed by action or document before registration hereof)

AND

b) in the case of a transfer of lease, on the lease, that are encumbrances not recorded on the certificate of title/crown land title.

Do not show any:

(a) Easement Benefits or Restrictive/Covenant Benefits; or

(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg. if a lease is shown, do not show any sub-lease or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. Strata/survey-strata plan encumbrances are to be described as "interests on strata/survey-strata plan".

If none show "nil".

#### 4. TRANSFEROR

State the full name of the Transferor(s) (mortgagee, chargee or lessee).

#### 5. CONSIDERATION

If a sum of money only, to be expressed in figures and in every other case to be concisely stated in words.

#### 6. TRANSFeree

State the full name of the Transferee(s) (Purchaser) and the address(es) to which future notices can be sent. If a minor state date of birth.

If two or more, state tenancy, eg. Joint Tenants, Tenants in Common. If Tenants in Common, specify shares.

#### 7. EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

#### 8. MANAGEMENT BODY CONSENT

Where land is managed by a management body or agency, the consent of that management body or agency is required.

The .....  
hereby consents to this document (NOTE 8)

\_\_\_\_\_  
AUTHORISED OFFICER

EXAMINED

Office Use Only

### TRANSFER OF MORTGAGE CHARGE OR LEASE (T)

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY Indigenous Land Corporation

Level 7, 121 King William Street Adelaide SA 5000

ADDRESS

PHONE No. (08) 8100 7100

FAX No. (08) 8100 7171

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO  
OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED  
HEREWITH

- |          |                 |
|----------|-----------------|
| 1. _____ | Received Items  |
| 2. _____ | Nos.            |
| 3. _____ |                 |
| 4. _____ | Receiving Clerk |
| 5. _____ |                 |
| 6. _____ |                 |

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.





## ADDITIONAL PAGE TO FORM T3C

Dated: \_\_\_\_\_

## ATTESTATION SHEET

Signed

Signed for and on behalf of the Indigenous Land Corporation, ABN 59 912 679 254, by its duly appointed attorney, JODIE LINDSAY, Chief Financial Officer of GPO Box 652, Adelaide SA 5001 under Power of Attorney number I479363 in the absence of any revocation of such power and in the presence of:

Witness Signature

LEAH MUNDY

Full Name

LEVEL 7, 121 KING WILLIAM STREET, ADELAIDE SA 5000

Address

SOLICITOR

Occupation

Execution Date

/

/

Signed for and on behalf of the Indigenous Land Corporation, ABN 59 912 679 254, by its duly appointed attorney, BARRY PETTY, Solicitor of GPO Box 652, Adelaide SA 5001 under Power of Attorney number I479363 in the absence of any revocation of such power and in the presence of:

Witness Signature

LEAH MUNDY

Full Name

LEVEL 7, 121 KING WILLIAM STREET, ADELAIDE SA 5000

Address

SOLICITOR

Occupation

Execution Date 02/02/2015



Signed by Nyamba Buru Yawuru Ltd  
pursuant to Section 127 of the Corporations  
Act 2001 (Cth)

.....  
Director  
Print name:

..... Witness Signature  
..... Full Name  
..... Address  
..... Occupation

.....  
Director/Secretary  
Print name:

..... Witness Signature  
..... Full Name  
..... Address  
..... Occupation

AGREEMENT DATED

STAMPED

SIGNED

**CAVEAT**

## DESCRIPTION OF LAND (Note 1)

Lot 270 on DP 220197  
Lot 524 on DP 72594

## EXTENT

Whole  
Whole

## VOLUME

LR3010  
LR3161

## FOLIO

475  
646

## CAVEATOR (Note 2)

Indigenous Land Corporation

## ADDRESS OR FACSIMILE MACHINE NUMBER FOR SERVICE OF NOTICE ON CAVEATOR (Note 3)

GPO Box 652 Adelaide South Australia 5001

## REGISTERED PROPRIETOR (Note 4)

Nyamba Buru Yawuru Ltd of 55 Reid Road, Broome

## ESTATE OR INTEREST BEING CLAIMED (Note 5)

As chargee

The CAVEATOR claims an estate or interest as specified herein of the estate or interest of the abovenamed REGISTERED PROPRIETOR in the land above described BY VIRTUE OF (Note 6)

Rights arising pursuant to a Deed entered into by the Caveator and the registered proprietor on 1 September 2014 and the rights of the Caveator under s 191SA of the Aboriginal and Torres Strait Islander Act 2005 (Cth).

## And FORBIDS the registration of any instrument affecting the estate or interest (Note 7)

Absolutely

Dated this 2nd

day of FEBRUARY

Year 2015

## CAVEATOR OR AGENT SIGN HERE (Note 8)

Signed

Barry Lloyd Petty (print name)  
Solicitor and Agent for the Caveator

Signature

In the  
presence of[Signature]  
Signature of witnessLEAH MUNDY  
Name of witness (print)Address of witness: Level 7, 121 KING WILLIAM STREET  
ADELAIDE SA 5000

Occupation of witness: SOLICITOR.

### INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the persons signing this document and their witnesses.

### NOTES

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata /Survey-Strata plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated.  
The Volume and Folio or Crown Lease number, to be stated. If this document relates to only part of the land comprised in the Certificate of Title further narrative or graphic description may be necessary.
2. **CAVEATOR**  
State full name of the Caveator.
3. State the address, or a number for a facsimile machine in Australia for service of notice on the Caveator.
4. **REGISTERED PROPRIETOR**  
State full name and address of the Registered Proprietor/ Registered Proprietors as shown on Certificate of Title or Crown Lease and any address/addresses to which future notices can be sent.
5. Specify the Estate or Interest claimed.
6. Specify the grounds on which claim is made.
7. State whether "Absolutely" or "Unless such Instrument be expressed to be subject to the Caveator's claim", or "until after notice of any intended registration or registered dealing to the Caveator at the address for service of notice".
8. **CAVEATOR'S OR AGENTS EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated. Execution by a corporation or body corporate must be in accordance with the Corporation Act.



OFFICE USE ONLY

## CAVEAT

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY Indigenous Land Corporation

ADDRESS Level 7, 121 King William St Adelaide SA 5000

PHONE No. (08) 8100 7100 FAX No. (08) 8100 7171

REFERENCE No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	
5. _____	Receiving Clerk
6. _____	

Lodged pursuant to the provisions of the TRANSFER OF LAND ACT 1993 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

NOTICES TO BE SENT:



## Mundy, Leah

---

**From:** Petty, Barry  
**Sent:** Wednesday, 28 January 2015 9:11 AM  
**To:** Mundy, Leah  
**Subject:** RE: NBY - divestment update

Hi Leah,

Do you have the RPS transfer and caveat on your desk? If so, when you are around we had better make some amendments.

Thanks,  
Barry

---

**From:** Nguyen, Tri  
**Sent:** Tuesday, 27 January 2015 8:32 PM  
**To:** Alderton, Kate  
**Cc:** Mundy, Leah; Petty, Barry  
**Subject:** NBY - divestment update

Hi Kate,

Update as follows:

**OTC:** - Transfer, caveat, title have been sent to NBY. It is in their hands but we should ask them to register the documents so that we can clear it off our insurance list.

**RED:** - Transfer & caveat prepared but have not been sent as we are waiting for resolution of the sublease issues. In addition the ILC has;

1. Ground Water Licence 153700(3) (which expires on 6 April 2020): - to be transferred to NBY as per the Deed of Grant but it will need to be licenced back to NIPE, which can be done via a clause in the sublease and a WA Dept of Water Form 4A
2. Environmental Protection Act Licence L8344/2009/2: - The Environmental Protection Act Licence should be in the name of which ever entity is occupying the property, which will be NIPE. We believe it can be transferred but will check with the WA Dept of Environmental Regulation. It might be prudent to let NBY know that the ILC intends to transfer this licence directly to NIPE after the sublease is executed
3. Business names: - Should be transferred from ILC to NIPE.

**RPS:** - Variation to Deed of Grant and Subleases due to the land being in two parcels have all been executed (as per Rodney's email 21/01/15) and are sitting with NBY. They are waiting for Ministerial approval and will proceed with the Transfer & caveat & registration once approval has been received. We have prepared these documents but I do not believe we have updated them as a result of the variation to the Deed and Sublease.

Leah/Barry,

If you have not done it at the time, please check the transfer and caveat and if needed amend to take into account the two parcels. Have them executed by Jodie & Barry/Sailesh and send to NBY along with the title.

Thanks  
Tri



## Mundy, Leah

---

**From:** Muntinga, Claire  
**Sent:** Thursday, 29 January 2015 7:03 PM  
**To:** Mundy, Leah  
**Cc:** Petty, Barry; OSullivan, Lisa  
**Subject:** RE: NBY Grant of Money Agreements (3740 & 3741)

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Leah,

All good, I emailed the contracts to NBY and let them know their also arriving soon via mail. I should get the tax invoices from NBY by tomorrow to be able to proceed with payment so will just need legal to link the grant of money contracts 3741 and 3740 to LAMIRS project M3782, as below.

Thank you and don't hesitate to call if you need any clarification on the above.

Kind regards,

**Claire Muntinga**  
Project Advisor  
**Indigenous Land Corporation (ILC)**  
Level 12 Carillion City Tower | 207 Murray St, Perth WA 6000  
PO Box 7502 Cloisters Square, Perth WA 6850  
Tel: (08) 9420 6300 | Mobile: 0429 373 348  
[www.ilc.gov.au](http://www.ilc.gov.au)

---

**From:** Mundy, Leah  
**Sent:** Thursday, 29 January 2015 3:12 PM  
**To:** Muntinga, Claire  
**Subject:** RE: NBY Grant of Money Agreements (3740 & 3741)

Hi Claire,

No worries. Please let me know if you need anything else.

Kind regards  
Leah

---

**From:** Muntinga, Claire  
**Sent:** Thursday, 29 January 2015 4:53 PM  
**To:** Mundy, Leah  
**Subject:** RE: NBY Grant of Money Agreements (3740 & 3741)

Thanks, they haven't received them as yet so Steve has requested I sent them separately via email so they can issue us invoices and we can proceed with payment asap. Then at least they have the original copies coming via mail.  
Thanks!

Kind regards,

**Claire Muntinga**  
Project Advisor  
**Indigenous Land Corporation (ILC)**  
Level 12 Carillion City Tower | 207 Murray St, Perth WA 6000  
PO Box 7502 Cloisters Square, Perth WA 6850  
Tel: (08) 9420 6300 | Mobile: 0429 373 348  
[www.ilc.gov.au](http://www.ilc.gov.au)

**From:** Mundy, Leah  
**Sent:** Thursday, 29 January 2015 2:14 PM  
**To:** Muntinga, Claire  
**Subject:** RE: NBY Grant of Money Agreements (3740 & 3741)

Hi Claire,

I addressed them to their solicitor via regular mail.

Kind regards  
Leah

---

**From:** Muntinga, Claire  
**Sent:** Tuesday, 27 January 2015 6:14 PM  
**To:** Mundy, Leah  
**Subject:** RE: NBY Grant of Money Agreements (3740 & 3741)

Great thanks Leah, I'll need to verify they have received them before I ask for tax invoices – were they addressed to Dean Newton or Julie Melbourne and did they go via email or registered mail etc..

Kind regards,

**Claire Muntinga**  
Project Advisor  
**Indigenous Land Corporation (ILC)**  
Level 12 Carillion City Tower | 207 Murray St, Perth WA 6000  
PO Box 7502 Cloisters Square, Perth WA 6850  
Tel: (08) 9420 6300 | Mobile: 0429 373 348  
[www.ilc.gov.au](http://www.ilc.gov.au)

---

**From:** Mundy, Leah  
**Sent:** Tuesday, 27 January 2015 2:53 PM  
**To:** Muntinga, Claire  
**Subject:** RE: NBY Grant of Money Agreements (3740 & 3741)

Hi Claire,

My apologies I was out of the office today. Both contracts were sent to NBY on 22 January.

Regards  
Leah

---

**From:** Muntinga, Claire  
**Sent:** Tuesday, 27 January 2015 12:30 PM  
**To:** Mundy, Leah  
**Subject:** FW: NBY Grant of Money Agreements (3740 & 3741)

Hi Leah,

Hope your well. Steve has passed on the below email to me to action in regards to Roebuck and NBY. Before I call NBY today I just wanted to check with you that the below signed and executed contracts have been sent to NBY so I can then request NBY to action tax invoices for the two contracts and I'll then organise payment after we receive the invoices.

Also in LAMIRS the contracts aren't as yet linked to the Roebuck strategic project below;

Project ID: **M3782** Project Name: **STRATEGIC PROJECT - Roebuck - NBY Agreement**

Feel free to give me a call if you wish to discuss etc..

Kind regards,

**Claire Muntinga**

Project Advisor

**Indigenous Land Corporation (ILC)**

Level 12 Carillion City Tower | 207 Murray St, Perth WA 6000

PO Box 7502 Cloisters Square, Perth WA 6850

Tel: (08) 9420 6300 | Mobile: 0429 373 348

[www.ilc.gov.au](http://www.ilc.gov.au)

---

**From:** Mundy, Leah

**Sent:** Thursday, 22 January 2015 6:45 AM

**To:** Sharpe, Stephen

**Subject:** NBY Grant of Money Agreements (3740 & 3741)

Hi Steve,

Apologies for not getting these to you yesterday I got caught up with something.

I tried to send the copies of the executed Agreements to you by email but I received a response saying they were too large. I have put them on the Contracts Register under Contract No's 3740 and 3741.

I will send original copies to NBY hopefully by end of tomorrow.

Please let me know if you need anything else.

Regards

Leah

**Mundy, Leah**

---

**From:** Mundy, Leah  
**Sent:** Monday, 2 February 2015 1:27 PM  
**To:** Alderton, Kate  
**Cc:** Nguyen, Tri  
**Subject:** Roebuck Plains Transfer and Caveat

Hi Kate,

The Transfer and Caveat for Roebuck Plains have been prepared and signed on behalf of ILC. I sent both forms and the Crown Lease to Rodney Nichole today for signature and lodgement.

Regards  
Leah



## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Friday, 23 January 2015 12:09 PM  
**To:** Mundy, Leah  
**Subject:** FW: Deed of Sub Lease - Roebuck Plains Station  
**Attachments:** 21012015110117-0001.pdf

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]

**Sent:** Wednesday, 21 January 2015 4:53 PM

**To:** Nguyen, Tri; Alderton, Kate

**Subject:** Deed of Sub Lease - Roebuck Plains Station

Tri and Kate,

Please see attached an executed copy of the Deed of Sublease for Roebuck Plains Station. We are awaiting final approval from the Minister to the terms and conditions of the Sublease following which we will attend to drafting transfer of RPS and registration of the sublease.

regards

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney.nichole@yawuru.org.au)



NYAMBA BURU YAWURU LTD

THIS DEED is made this 16<sup>th</sup> day of JANUARY 2015.

Between

Nyamba Buru Yawuru Ltd (ABN 137 306 917) of 55 Reid Road, Broome WA 6725 ("lessor")

AND

National Indigenous Pastoral Enterprises Pty Ltd (ABN 28 108 266 548) of level 7, 121 King William Street, Adelaide SA 5000 ("lessee") as a wholly owned subsidiary of the Indigenous Land Corporation (ABN 59 912 679 254), a Commonwealth Statutory Corporation.

# **1. Definitions and Interpretation**

## **1.1 Definitions**

In this Lease, unless the context otherwise requires:

**buildings and improvements** means the buildings, yards, drains, bores, bore drains, wells, ground tanks, reservoirs, dams, levee banks, fences, gates, grids, ramps, roads, private telephone lines, private powered lines, wiring, water pipes, gas pipes, sheds, dips, mailboxes, huts, cottages, homesteads, outbuildings, power generation plant and equipment, all pumping equipment, troughs, windmills, associated with existing livestock watering and all other plant and equipment and other structures of any kind on the land, all existing and developed stock bores;

**Capital Improvement** means any new, mutually agreed property development project that has been negotiated between the Lessor and the Lessee prior to the investment being made.

**Chattels** mean goods or chattels other than:

- i. The Chattels granted by the Lessee to the Lessor pursuant to the Deed of Grant;
- ii. Lessee's Fixtures held at the Premises by the lessee from time to time;

**Deed of Grant** means the deed between the Indigenous Land Corporation and Nyamba Buru Yawuru Ltd (ABN 137 306 917) dated 1 September 2014.

**Further Term** means the further term described in Item 3;

**Head lessor** means the Minister for Lands, Western Australia;

**Item** means an Item in the reference schedule to the Lease;

**Land** means the land described in Item 1, and includes the buildings and improvements;

**Law** means any Federal, State, Territorial or local government legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia, and includes any requirement of any statute, regulation, proclamation, ordinance, local law or by-law, present or future, and whether state, federal or otherwise;

**LAA** means the *Land Administration Act 1997 (WA)*

**Head Lease** means Crown Lease No. 516 -1997 being Pastoral Lease 3114/499 now comprised in Crown Land Titles Volume LR 3161 Folio 646 and Volume LR3010 Folio 475 (and as renewed from 1 July 2015);

**Indigenous Protected Area Plan of Management** means the approved management plan for the Yawuru Indigenous Protected Area (IPA) as declared by the Australian Government (Cth).

**Lease** means this sublease and all annexures and schedules relating to the sublease;

**Lessee's Fixtures** means partitioning, fittings, plant, equipment, machinery, shelving, counters, signs, safes and other articles in the nature of trade or tenants' fixtures erected or installed in accordance with the management plan or otherwise, in or on the Premises or upon the Land by the lessee from time to time;

**Lessor** means the lessor named in this Lease and includes its successors and assigns and where the context so permits, the employees, agents, contractors and invitees of the lessor;

**Lessor's Property** means fixtures, fittings, furnishings, plant, machinery and equipment of the lessor erected or installed therein or upon the Land;

**Life Cycle Asset Plan** means the life cycle management plan to be prepared by the lessee pursuant to this Lease;

**Minister for Lands** means a body corporate constituted under the *Land Administration Act 1997 (WA)*;

**Party** means a party to the Lease;



**Pastoral Industry Best management Practice** the guidelines as set out in the DAFWA publication -"Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia"

**Permitted Use** means the permitted use in Item 4;

**Premises** means the Land, including the building and improvements, together with any modifications, extensions or alterations to the buildings and improvements from time to time and where the context so permits includes the fixtures, fittings, furnishings, plant, machinery and equipment of the lessor erected or installed therein or upon the Land and the Lessee's Fixtures; and

**Reference schedule** means the Reference Schedule described as such in the Lease.

**Rent** means the rent set out in Item 3;

**Station Operational Plan** – the annual livestock movements schedule and resulting budget for a 12 month period (typically a calendar year);

**Valuer** means a person licensed under the *Land Valuers Licensing Act 1978*.

## **1.2 Interpretation**

In this Lease unless the context otherwise requires"

- (a) Where used in the Lease words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
- (b) All heading in this Lease have been inserted for guidance only and do not form any part of the provisions of the Lease and shall not limit or govern the construction of the Lease.
- (c) Any reference in the Lease to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute referred to or incorporation any of its provisions.
- (d) A reference in the Lease to a body (including, without limitation, an institute, association or authority) or position:
  - (i) Which ceases to exist; or
  - (ii) Whose powers or functions are transferred to any other body or position,



shall be deemed to be a reference to the body or position which replaces it or which substantially succeeds to its power or functions

### **1.3 Severability**

If any provision of the Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining provisions shall not be affected thereby and each provision of the Lease shall be valid or enforceable to the fullest extent permitted by law.

### **1.4 Business Days**

Where under the Lease or anything done pursuant to the Lease the day on or by which any act is to be done or is deemed to be done is a Saturday or a Sunday or a public holiday in the State of Western Australia such act may be done or shall be deemed to have been done on the next succeeding day which is not a Saturday, Sunday or such a public holiday.

### **1.5 Joint and Several**

Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

### **1.6 Contra Proferentum**

In the interpretation of the Lease no rules of construction shall apply to the disadvantage of one party on the basis that such party put forward the Lease or any part thereof.

## **2. Preservation of Native Title Rights**

### **2.1 The parties acknowledge that;**

- (a) The Yawuru People are the common law holders of exclusive possession and occupation native title rights and interests over the area of the premises in accordance with the Further Consolidated Amended Orders and Determination (as amended by the orders of French J made 23 November 2006, 30<sup>th</sup> April 2007 and 9<sup>th</sup> May 2007 and Branson, North and Mansfield JJ made 18<sup>th</sup> July 2008) in Sebastian and State of Western Australia Federal Court WAD 6006 of 1998 and WAD 223 of 2004 .
- (b) Subject to subclause c, the grant of the lease is subject to the co-existence of the Yawuru People's exclusive possession and occupation native title rights and interests with the rights and interests of the lessee under this Lease.
- (c) The rights and interests of the Lessee prevails for the term/s under this Lease to the extent of any inconsistency with the Yawuru People's exclusive

possession and occupation native title rights and interests which will be subordinate for the term/s of the Lease but will continue to exist and will not be extinguished.

- 2.2** The parties agree that they will use their best endeavours to negotiate and finalise a binding memorandum of understanding in part/s between the Indigenous Land Corporation, the Lessor, the Lessee and the Yawuru Native Title Holders Aboriginal Corporation in relation to the co-existence and concurrency of the respective rights of the Yawuru People and the Lessee including but not limited to the establishment of an implementation Committee to annually review operational plans (including Capex) for the premises, training opportunities and targets for the Yawuru particularly in relation to the development of managerial capacity and involvement in business opportunities and other relevant matters within one year of the date of execution of this lease.

**3. Reservation to Lessor**

**3.1 Creation of Interests in land**

Subject to the consent of the Minister for Lands and the provisions of the *Land Administration Act 1997 (WA)*, the lessor reserves the right to create any interest in respect of the Land, except that the lessor may not create an interest that would:

- (a) Unreasonably, unnecessarily or substantially interfere with the lessee's use or occupation of the Premises; or
- (b) Unreasonably, unnecessarily or substantially derogates from the enjoyment of the rights conferred on the lessee by the Lease.

- 3.2** The lessor shall give the Lessee at least 6 months written notice (unless the lessee advises the lessor in writing that it requires 12 months' notice, in which case the lessor must agree to give 12 months' notice to the lessee) of its intention to create any interest in respect of the land pursuant to subclause 3.1 and shall fully compensate the Lessee for any impact on lessee's permitted uses of the Premises. Any dispute under this clause will be dealt with under clause 24.7

**4. Exclusion of the implied covenants and powers**

**4.1 Statutory Exclusions**

The covenants and powers implied by the *Transfer of Land Act 1893 (WA)* do not apply to this Lease and are not implied in this Lease unless expressly included.



#### **4.2 Whole Agreement**

The provision contained in the Lease expressly or by statutory implication covers and comprises the whole of the terms of the Lease between the parties but without derogating from the rights of the parties under any collateral or other agreement between the parties.

#### **5. Manner of requesting and providing consent under lease**

Where the lessee is required under the Lease to request the consent or approval of the lessor, such request shall be in writing and the consent or approval:

- (a) must be given or refused in writing;
- (b) may be given unconditionally or subject to reasonable conditions; and
- (c) may not be refused or delayed unreasonably.

#### **6. Lessor's powers of entry to be exercised reasonably**

Except in the case of emergency, the lessor shall exercise a power of entry under the Lease only at reasonable times, upon reasonable notice and in the company of representative of the lessee (which the lessee must provide when requested by the lessor), and without causing undue interference with the use or occupation of the premises by the lessee.

#### **7. Grant and term of lease**

##### **7.1 Grant and Term**

The lessor hereby leases the Premises to the lessee subject to the covenants and agreement for the term commencing and terminating on the dates set out in Item 3.

##### **7.2 Option to Extend**

- (a) If the lessee intends to take a lease of the premises for the Further Term commencing and terminating on these dates set out in Item 3, it shall give the lessor notice of such intention not more than six (6) months and not less than three (3) months before the termination date of the Lease.
- (b) Where at the termination date of the Lease there is no subsisting breach of the Lease by the lessee notice of which has been given by the lessor, the lessor must, after receipt of a notice under clause 7.2(a), lease the premises to the lessee for the Further Term
- (c) The lessee shall be deemed not to be in default under the Lease for the purposes of clause 7.2(b) if after having received notice of default the lessee is

taking reasonable steps to rectify such default within the period set out in the notice.

- (d) The provisions of the lease for the further term shall be the same as those of the Lease except that this clause will be omitted from the lease of the further term.

### **7.3 Holding over**

If the lessee continues to occupy the premises after the end of the Lease with the consent of the lessor, it will do so as a tenant from month to month. The terms of the Lease will apply to the tenancy as far as they may be applicable. Either the lessor or the lessee may end the tenancy by one month's notice to the other, expiring at any time.

## **8. Rent**

The lessee must pay the lessor the rent, on presentation of a correctly rendered Tax Invoice, set out in Item 3 for the term of the Lease:

- (a) by quarterly instalments in advance with the first instalment payable on the Commencement Date;
- (b) at the place and in the manner notified by the lessor in writing at any time or in the absence of that direction, at the address specified in Item 2;
- (c) without deduction or abatement; and
- (d) without demand from the lessor.

## **9. Review of Rent**

### **9.1 Market Rent review**

#### **(a) Review**

On each market review date set out in Item 3 the rent for the time being reserved under this Lease is to be reviewed to the then current market rental in relation to the rent payable for the rental period commencing on the relevant market review date.

#### **(b) Notice of Review**

The lessor must give the lessee a notice specifying an amount which is in the opinion of the lessor would be the current market rent of the Premises on the relevant market review date.



**(c) Rejection Notice**

- (i) If the lessee disagrees with the current market rent proposed pursuant to clause 0 and gives notice to the lessor within 14 days after the notice is given to it then the dispute will be referred to a valuer(s) under clause 9.1(d) to determine the current market rent of the Premises on the relevant market review date.
- (ii) If the lessee does not object to the amount specified by the lessor within 14 days after the notice is given to it then the lessee will be deemed to have accepted the amount specified as the current market rent payable from the relevant market review date.

**(d) Determination by valuer**

The current market rent of the Premises is to be determined by a Valuer appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either the lessor or the lessee:

- (i) having regard to the terms of this Lease;
- (ii) assuming the lessee and the lessor have complied with all the terms of this Lease;
- (iii) assuming the lessor is a willing but not an anxious landlord and the lessee is a willing but not an anxious tenant and that the lessee is being offered the Premises with vacant possession;
- (iv) having regard to the current rental value of premises similar to the Premises; and
- (v) having regard to all other relevant valuation principles

**9.2 Valuer as expert**

In determining the current market rent, the appointed valuer is to act as an expert and not an arbitrator and the appointed valuer's determination is conclusive and binding on the lessor and the lessee.

**9.3 No reduction of Rent**

Notwithstanding any other provision of this clause 9, on a review date under this clause 9, the rent is not to be reduced below that payable immediately prior to the relevant review date.

#### **9.4 Failure to notify review**

Any failure by the lessor to notify the lessee prior to each of the relevant market review dates of the intention of the lessor to review the rent shall not prejudice the right of the lessor to review the rent or have the rent reviewed retrospectively provided that the review does not occur later than 6 months after the relevant market rent review date.

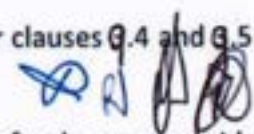
#### **9.5 Date for commencement of reviewed Rent**

The new rent shall be payable and paid at the new rate from and including the relevant review date irrespective of when the reviewed rent is agreed or determined.

#### **9.6 Costs**

All costs incurred in the valuation and determination of the reviewed rent shall be paid by the parties equally.

#### **9.7 Payment of Rent pending review**

- (a) Until the determination of rent has been made the lessee will pay rent to the lessor at the existing rate until the market rent dispute is determined;
- (b) any variation in rent as the result of any review under clauses ~~9.4~~ and ~~9.5~~ will take effect on the review date; 
- (c) within 14 days of the determination, the lessor will refund any overpaid rent or the lessee will pay any shortfall in rent payable prior to the review date.

#### **10. Outgoings**

##### **10.1 Lessor's obligation to pay outgoings**

The lessor must pay the outgoings specified in Item 5(a) when due and payable.

##### **10.2 Lessee's obligation to pay outgoings**

The lessee must pay the outgoings specified in Item 5(b) when due and payable.

#### **11. Yielding up**

##### **11.1 Yield Up**

Subject to fair wear and tear, the lessee must forthwith upon the termination or sooner determination of this Lease yield up to the lessor the premises in good repair, clean condition, tidy and free from rubbish.

## **11.2 Lessee's Fixtures**

The lessee shall not be entitled to remove the Lessee's Fixtures or any improvements carried out by the lessee in accordance with the Life Cycle Asset Plan at the termination of the Lease.

## **11.3 Chattels**

The lessee must on or before the termination of the Lease remove the Chattels from the Premises and make good any damage caused to the premises by such removal unless otherwise agreed by the parties.

## **12. Lessor's Rights**

### **12.1 Lessor's Rights**

Notwithstanding any rule of law or of equity it is expressly agreed that the lessor shall not be entitled to re-enter forfeit terminate or determine the Lease, unless the lessee shall be in default under this Lease in the circumstances referred to in sub-clause 12.3.

### **12.2 Preservation of the Lessor's Rights**

Nothing in the clause 12 shall limit restrict or prejudice the lessor's right:

- (a) to claim damages in respect of any such default or breach or failure to observe or perform any of the covenants obligations or conditions of this Lease;
- (b) to claim specific performance of any of the covenants, obligations or conditions of this Lease;
- (c) to seek an injunction restraining the lessee from continued or future default or breach in respect of any of the covenants, obligations or conditions of this Lease; or
- (d) against the lessee otherwise at law or in equity.

### **12.3 Default**

The lessee shall be in default under the Lease if:

- (a) the rent or any money payable by the lessee is unpaid for 21 days after written notice is given to the lessee;
- (b) the lessee fails to comply with any of the covenants of this Lease within 21 days of being requested so to do by notice in writing by the lessor;



- (c) if the lessee ceases or threatens to cease to carry on business;
- (d) if the lessee is a company:
  - (i) an order is made or a resolution is made for its winding up except for reconstruction or amalgamation;
  - (ii) if the company enters into a composition or a scheme of arrangement;
  - (iii) the company is unable to pay its debts when due;
  - (iv) receiver or receiver and manager or controller (as defined in the Corporations Law) is appointed in respect of any part of the property of the company.

#### **12.4 Forfeiture of Lease**

Subject to giving any prior demand or notice required by any Law if the lessee defaults as specified in clause 12.3 the lessor may (but without prejudicing any other rights of the lessor in law or equity consequent on the lessee's breach):

- (a) re-enter and take possession of the Premises and eject the lessee and all other persons and this Lease will terminate; or
- (b) by notice to the lessee, terminate this Lease from the date of giving the notice.

#### **12.5 Tender after termination**

In the absence of any election by the lessor, any money tendered by the lessee after termination and accepted by the lessor will be applied:

- (a) firstly, on account of any unpaid rent and other money due under this Lease at the date of termination; and
- (b) secondly, on account of the lessor's costs of re-entry.

### **13. Lessor may rectify**

#### **13.1 Lessor may rectify**

Subject to the other provisions of the Lease, the lessor may rectify a breach by the lessee of any provision of the Lease.



### **13.2 Lessee to Pay Lessor's Costs and Expenses**

The lessee must within one month of being requested so to do by notice from the lessor pay the reasonable costs and expenses for which the lessor becomes liable or which the lessor suffers or incurs as a consequence of or in connection with a breach of the Lease by the lessee including but not limited to the cost and expense incurred by the lessor in rectifying such breach.

### **13.3 No Derogation**

Sub-clauses 14.1 and 14.2 shall not operate to limit or derogate from the lessee's rights under the other provisions of the Lease or at law or in equity.

### **13.4 Remedies Cumulative**

The rights granted to the lessor under sub-clauses 14.1 and 14.2 shall be in addition to and not in substitution for the lessor's rights under the other provisions of the Lease or at law or in equity.

## **14. Ownership of Lessee's Fixtures**

### **14.1 Ownership of Lessee's Fixtures**

The Lessee's Fixtures remaining at the termination date of the Lease shall become the property of the lessor without payment of compensation upon being erected or installed in or on the premises or upon the Land.

### **14.2 Removal and Replacement of Fixtures.**

The lessee shall be entitled to remove or replace the Lessee's Fixtures during the term of the Lease except where such removal is inconsistent with the Life Cycle Asset Plan.

## **15. Permitted Use**

### **15.1 Permitted Use**

The lessee may use the land only for the purpose specified in Item 4 of the Reference Schedule.

### **15.2 Illegal Use etc**

The Lessee shall not use the premises for;

- (a) any immoral purpose; or
- (b) any purpose prohibited by law; or

- (c) any purpose not permitted by, or which is inconsistent with, the terms of any Lease under the *Land Administration Act 1997* (WA).

### **15.3 Lessee's own Enquiries**

The lessor does not warrant that the premises are suitable for the Permitted Use.

### **15.4 Lessee's own Enquiries**

The lessee acknowledges that before entering into the Lease it inspected the Premises and that in entering into the Lease it relies upon its own enquiries in relation to the Premises and accepts the premises in their present condition and state of repair and with all defects whether latent or patent.

### **15.5 Lessee not to create danger or nuisance**

The lessee must not do or omit to do or permit any act on or about the premises that may:

- (a) damage or render dangerous, untidy or unclean the Premises or any land or premises adjoining or surrounding the Premises; or
- (b) constitute a nuisance at law or a danger to the owners or occupiers of land or premises adjoining or surrounding the Premises.

### **15.6 Licences and Approvals**

The lessee is to take out and at all times keep current all conditions required by law, licences, permits and approvals required to carry on the Permitted Use specified in Item 4.

## **16. Repair and Maintenance**

### **16.1 Lessee to Repair and Maintain**

- (a) Subject to fair wear and tear, the lessee must during the term of the Lease keep and maintain the Premises and the Lessee's Fixtures and property including but not limited to all residences on the Premises in good repair and in their condition at the beginning of this Lease as recorded in the Life Cycle Asset Report.
- (b) The Lessee must repair defects and damage to the Premises caused by an act, omission, negligence or default of the lessee.

## **16.2 Capital and Structural Works**

Subject to the Special Conditions, the lessee's obligation under sub-clause 16.1 shall, without limiting the generality of that sub-clause, include the obligation to carry out work of a capital or structural nature.

## **16.3 Cleaning**

The lessee must keep the Premises clean and tidy and free from dirt, rubbish, garbage, debris, weeds, vermin, rodents, pests, and diseases.

## **16.4 Fire control**

- (a) The lessee must undertake controlled burns of the country in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) The lessee must maintain adequate fire breaks on the Premises to reduce impact of bushfires.

## **17. Additional Lessee Covenants**

### **17.1 Fencing**

Subject to the Special Conditions, the lessee shall at its own cost and expense and in a proper and workmanlike manner:

- (a) repair and maintain any boundary and subdivisional fences existing on the land at the date of commencement of the Lease in accordance with clause 16.1;

### **17.2 New Fencing**

Subject to the Special Conditions, the lessee must obtain the prior written consent of the lessor to the construction of new fences and new fences in new locations. Any application for consent must be accompanied by details of the proposed location of the fence and details of the construction of the fence. If the lessor consents to the construction of the new fence, then the lessee must construct the fence in accordance with the lessor's consent.

### **17.3 Lessee to Comply with Laws**

The lessee must comply with all Laws affecting the Land or the way the lessee uses the Land. The lessee, at its own cost, is to carry out any alterations, additions and repairs (including but not limited to structural alterations, additions and repairs ) to the Land required by any Law or any notices given under any Law if their necessity had been caused by either the lessee or the way the lessee has used the Land.



#### **17.4 Laws in relation to use and occupation**

Without limiting the generality of clause 17.3, it is an express condition of this Lease that the lessee shall at all times observe all Laws in relation to use, occupation, development or building upon the Land or the carrying out of any renovation, refurbishment, repair, alteration, or other work to the Premises or on the Land and shall comply with all notices issued in pursuance thereof as though the lessee was the freehold owner of the Land.

#### **17.5 Pest and Noxious Weed Control**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations, the lessee must take all reasonable steps to keep the land free of rabbits, feral camels, foxes and other vermin, and noxious weeds, prohibited shrubs and vegetation, and comply with all Laws relating to them.

#### **17.6 Infectious Diseases**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations:

- (a) The lessee must give notice of all infectious illnesses to humans and livestock to the lessor and all relevant public authorities as required by Law.
- (b) The lessee must, at its own cost, comply with all requirements of all public authorities under any Law regarding fumigation, disinfection, eradication and prevention of such diseases. The lessee must also comply with requirements of all Laws regarding the quarantining of stock.

#### **17.7 Livestock**

The lessee must maintain quality and marketable breeds of livestock on the premises which shall be managed in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.

#### **17.8 Timber and Vegetation.**

The lessee must not clear any timber and vegetation on the premises except for the purposes of the maintenance or construction of fencing..

#### **17.9 Quotas, Licences and Permits**

The lessee must do all things reasonably necessary to ensure that any quota, licence or permit now or in the future in relation to the Land or any activity on the Land is preserved.



#### **17.10 Ecologically Sustainable Rangelands Monitoring Plan**

The Lessee agrees that it shall undertake the development of the Roebuck Plains Ecologically Sustainable Rangelands Monitoring (ESRM) station management plan jointly with the Yawuru Indigenous Protected Area (IPA) team for the identification of the cultural, ecological, social and economic values on the premises.

The Lessee agrees that it will work with the IPA team also in accordance with the IPA Plan of Management to ensure the adaptive management strategies contained therein are implemented in accordance with mutually agreeable budget and resource allocation.

#### **18. Lessor's Powers of Entry**

##### **18.1 Compliance by lessor with requirements of competent authority**

Subject to giving the lessee reasonable notice the lessor may enter the premises for the purpose of complying with any requirement of a competent authority or with any requirements of any Law where the lessee is not obliged under this Lease to comply with the requirements of the Law.

##### **18.2 Lessor May Enter to View the Land**

Subject to giving the lessee seven days' notice, the lessor or any person authorised by the lessor, may enter the Premises and view the state of repair and condition of the Land. The lessor may notify the lessee of any defects and require the lessee to remedy them as required by the Lease within a reasonable time.

##### **18.3 Lessor may enter for the purposes of IPA land management work**

The Lessor or any person authorised by the Lessor may enter onto the premises for the purpose of carrying out on ground works under the IPA Plan of Management

#### **19. Quiet enjoyment**

Subject to complying with the provision of the Lease, the lessee may peaceably possess and enjoy the premises for the term of the Lease without any interruption or disturbance from the lessor except where such interruption or disturbance is permitted by other provisions of the Lease or by law.

#### **20. Lessee to effect insurance**

##### **20.1 Lessee to Insure Improvements**

Subject to the Special Conditions, the lessee must at its cost insure and keep insured during the term of the Lease the Premises for not less than their full replacement or reinstatement value against loss, damage or destruction from any insurance risk

against which the lessee is reasonably required to insure by the lessor from time to time including but not limited to loss, damage or destruction from fire, explosion, cyclone, storm, tempest, lightning, wind, hail, earthquake, water, smoke, sprinkler leakage, flood, riot, civil commotion, malicious damage, impact by vehicles or aircraft, objects falling from aircraft, theft and vandalism.

## **20.2 Public Liability Insurance**

- (a) The lessee must at its cost effect and keep current in relation to the premises during the term of the Lease a public risk insurance policy for an amount insured in respect of each occurrence of at least twenty million dollars (\$20,000,000.00).
- (b) Such a policy must be with an insurer approved by the lessor, and must note the interests of the lessor.

## **20.3 Workers' Compensation Insurance**

The lessee is required to maintain appropriate Workers' Compensation Insurance.

## **20.4 Certificate of Currency**

A Certificate of Currency is to be provided to the lessor on renewal of the policy each year for each of the policies described in clauses 20.1, 20.2 and 20.3.

## **21. Lessee to release and indemnify lessor**

### **21.1 Indemnity**

The lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the lessor from and against all actions, claims and demands made against the lessor in respect of any damage to or loss of property, personal injury or death sustained in or in connection with the Premises or the lessee's use or occupation thereof.

### **21.2 Lessor's negligence**

Sub-clause 21.1 shall not apply in respect of damage, loss, injury or death caused by a wilful or negligent act or omission of the lessor.

## **22. Notices**

### **22.1 Method**

A notice given by a party under the Lease must be in writing and hand delivered or sent by pre-paid ordinary or certified post to the other party at the address set out in



Item 2 unless and until a party gives notice to the other of another address for the giving of notices.

#### **22.2 Date of Service**

Any notice given by post shall be deemed to have been duly given on the second day after the day it was posted.

#### **23. Costs, Stamp duty and registration**

##### **23.1 Legal costs**

The parties shall pay their own legal costs and expenses in relation to this Lease.

##### **23.2 Duty and Registration Fees**

The lessor shall pay any duty payable on this Lease, the cost of producing any title at the Land Titles Office of Western Australia to enable registration of the Lease and the cost of registration.

##### **23.3 Consent and Approval Fees**

- (a) The grant of this Lease is subject to and conditional upon the consent of the Minister under section 18 of the LAA.
- (b) Where under this Lease the doing or executing of any act, manner or thing by the lessor or the lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.
- (c) The lessor must obtain the Ministers consent to this Lease.
- (d) The lessee must pay the reasonable legal costs and expenses which the lessor incurs in consequence of or in connection with granting its approval or consent under the Lease.

##### **23.4 Parties Responsible For Own Costs**

Whenever a party is required under the Lease to do any act, the doing of such act shall, unless the Lease otherwise provides, be at the sole risk and expense of that party.

### **23.5 Changes to sublease**

The lessee must pay the costs for the preparation, negotiation and execution of any variations to this Lease agreed by the parties during the term or any further term of this Lease.

## **24. Head Lease**

### **24.1 Inclusion of terms of Head Lease**

Except as to the Term and the Rent and otherwise herein expressly or by necessary implication excepted or modified, this Lease is made upon the same terms as the Head Lease which shall apply *mutatis mutandis* as between the lessee and the lessor as if the terms, agreements, covenants and conditions of the Head Lease were expressly set out herein as an exception to this clause

### **24.2 Lessor to observe the Head Lease**

The lessor covenants with the lessee to comply with and observe all the terms agreements covenants and conditions of the Head Lease.

### **24.3 Termination of Head Lease**

If the Head Lease is terminated for any reason whatsoever then this Lease shall also terminate simultaneously with the termination of the Head Lease and the Head Lessor shall be entitled to enter into possession of the Premises and the lessee shall have no claim whatsoever against the Head Lessor.

### **24.4 Assignment & Subletting**

- (a) The lessee must not, without the prior written consent of the lessor (which consent must not be unreasonably withheld or delayed) or, without limiting the generality of section 18 of the LAA, without the prior written consent of the Minister:
  - (i) part with possession of, share possession of or sublet the Premises; or
  - (ii) mortgage, charge or in any way encumber the lessee's estate or interest in the Premises or its rights and powers as lessee under this Lease; or
  - (iii) dispose of, deal with, or assign its estate or interest in the Premises or its rights and powers as lessee under this Lease; or
  - (iv) otherwise deal with any interest whatsoever in the Premises or the lessee's estate or interest under this Lease.



- (b) Any consent of the Minister under clause 24.4(a) may be subject to such terms and conditions as the Minister in its absolute discretion may impose.
- (c) For the purposes of clause 24.4(a)(iii) where the lessee is a corporation ( not being a corporation where shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 50 of the Corporations Law) in the corporation or any related body corporate (within the meaning of section 50 of the Corporations Law) shall be deemed to be an assignment of the Premises and the benefit of this Lease and must require prior approval in writing of the Minister.
- (d) The lessee acknowledges:
  - (i) the provisions of section 18 of the LAA relating to the lessee's obligation to obtain the Minister's prior written approval to deal with any interests in the Premises or the lessee's interest in this Lease; and
  - (ii) the Minister may, before giving approval under section 18 of the LAA, in writing require:
    - (A) such information concerning the transaction for which approval is sought as the Minister specifies; and
    - (B) information furnished in compliance with this clause to be verified by statutory declaration.
- (e) The provisions of sections 80 and 82 of the *Property Law Act 1969* (WA) are hereby excluded.

#### **24.5 Waiver negatived**

No waiver by the lessor of a breach of any provision on the part of the lessee in this Lease shall operate as a waiver of another provision in the Lease and the lessor's failure to take advantage of or act upon any breach on any provision on the part of the lessee shall not be or be construed as a waiver thereof.

#### **24.6 Partnership negatived**

Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party as creating the relationship of a partnership or of principal and agent or joint venture between the parties to this Lease.

#### **24.7 Dispute resolution**

- (a) Any dispute arising under clause Error! Reference source not found. as to the compensation payable to the lessee is to be determined by a properly

qualified member of the Australian Property Institute appointed by the president at the request of either the lessor or the lessee.

- (b) In making a determination, the appointed member must act as an expert and not as an arbitrator.
- (c) The appointed member must make a written determination containing reasons as soon as possible after appointment, but the member must give each party the opportunity to make written submissions.
- (d) The cost of the determination must be paid by both parties in equal shares unless otherwise decided by the member.

## **25. GST**

### **25.1 GST payable**

The lessee must pay to the lessor any GST payable by the lessor in accordance with the requirements of the GST Act. Such payments are to be made by the lessee prior to the date for payment of the GST by the lessor or on the dates for the payment of Rent, and other moneys payable under this Lease whichever is the earlier.

### **25.2 GST exclusive**

Any Rent or other payment obligation stated or referred to in this Lease does not include GST unless it is expressly included and GST must be paid in addition to that Rent or payment obligation. Unless GST is expressly included, the consideration for any supply by the lessor to the lessee is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.

### **25.3 Tax invoice**

If registered for GST, the lessor must provide to the lessee a GST tax invoice as required by the GST Act.

### **25.4 Definitions**

#### **In this clause/s**

GST means a goods and services tax payable under the GST Act or which is or may be levied or assessed or become payable in respect of Rent, Outgoings or in connection with the supply of the Premises or any goods, services, facilities or other things by the Landlord to the Tenant under this Lease or any extension, renewal or holding over;

**GST Act** means *A New Tax System (Goods and Services) Act 1999 (Cth)* and transitional and amending and associated acts and regulations;

**26. Special Conditions**

Special Conditions in the Reference Schedule apply to this Lease and this Lease is granted subject to and conditional upon those Special Conditions. In the event of an inconsistency between this Lease and the Special Conditions, the Special Conditions are to prevail.

**EXECUTED by the parties as a Deed**

Executed by National Indigenous Pastoral )  
Enterprises Pty Ltd (ABN 28 108 266 548) )  
in accordance with section 127 of the )  
*Corporations Act 2001* in the presence of: )  
)  
)



Director

NEIL WESTBURY

Name of Director

(BLOCK LETTERS)



Director/Company Secretary

MIKE STEPHENS

Name of Director/Company Secretary

(BLOCK LETTERS)



## Reference Schedule

### Item 1 –Description of land

The land in the following Certificates of Title:

Crown lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197 and Lot 524 on DP72594.

### Item 2 – Address for Service of Notices

<b>Lessor's address:</b>	Nyamba Buru Yawuru Ltd 55 Reid Road Broome WA 6725] [PO Box 425 Broome WA 6725
<b>Lessee's address:</b>	National Indigenous Pastoral Enterprises Pty Ltd Level 7 121 King William Street ADELAIDE SA 5000 (PO Box 652 Adelaide)

### Item 3 – Term / commencement Date / Termination Date / Option Term

By Deed of Grant dated the 1<sup>st</sup> September 2014 the Lessor agreed to grant a Sublease to the Lessee commencing immediately upon the effective renewal of the Head lease provided that the Term of the Sublease was to be reduced by 12 months:

<b>Term:</b>	7 years
<b>Commencement Date:</b>	<u>1 July 2014</u>
<b>Terminating Date:</b>	<u>30 June 2015</u>
<b>New Lease term Commencement Date:</b>	<u>1 July 2015</u>
<b>New Lease term Termination Date:</b>	<u>30 June 2021</u>
<b>Further Term:</b>	<u>8 years</u>
<b>Further Term Commencement Date:</b>	<u>1 July 2021</u>
<b>Terminating Date of Further Term:</b>	30 June 2029
<b>Rent:</b>	[\$340,000 per annum (exclusive of GST)
<b>Market review dates:</b>	1 <sup>st</sup> July 2016, 1 <sup>st</sup> July 2019, 1 <sup>st</sup> July 2021, 1 <sup>st</sup>



July 2024, 1<sup>st</sup> July 2026**Item 4 – Permitted Use**

Pastoral activities only consistent with the Head Lease (and as renewed from 1 July 2015) terms and conditions in force for the duration of this Lease and for pastoral purposes pursuant to Section 106 of the LAA.

**Item 5 – Outgoings****27. 5(a) Lessor outgoings**

- Council rates, fixed water Fee,
- Lessor must reimburse the lessee for insurance premiums related to buildings and improvements owned by the lessor taken out by the lessee pursuant to clause 20.1.

**5(b) Lessee outgoings**

- All outgoings other than the Lessor outgoings.
- Lessee must also pay:
  - » Pastoral Lease annual rental;
  - » All services separately metered to the property;
  - » All stock and domestic water charges (except for fixed licence fees);
  - » All waste disposal charges;
  - » Any other utilities or consumables used or consumed on the Property; and
  - » Other rates, charges imposed directly on the Property, the lessee's pastoral operations, lessee's property and the lessee's occupation of the Property.

## **Item 6 Special Conditions**

### **1. Stocking**

- (a) It is agreed by the lessee that the Premises will be stocked with quality and marketable breeds of cattle and at appropriate levels to ensure the sustainable good stewardship of the Premises in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) It is agreed by the lessee that the average stocking levels on the property over any three year period will not exceed 18,000 Cattle Units (annualised). A Cattle Unit is as defined by the Pastoral Lands Board.
- (c) It is agreed that the Lessee may use the land for grazing of cattle, horses and other livestock on the land.

### **2. De-stocking at the end of the Lease**

The lessee, subject always to good animal husbandry practice and its obligations under relevant Animal Welfare legislation must, at the termination or sooner determination of this Lease, if so directed by the lessor, fully destock the Premises of all livestock in the control of the lessee. The lessee agrees to grant the lessor the right of first refusal to purchase the livestock at market value (with a period of offer of not less than 60 days to exercise the right).

### **3. Change of Permitted Use of the Premises.**

The lessor reserves the right to allow or deny the Lessee's application for any permits pursuant to Division 5 (Permits) of the LAA. Any consent of the lessor under this special condition may be subject to such terms and conditions as the lessor may in its absolute discretion impose including but not limited to varying the rent and other lease terms and conditions.

### **4. Structure Expenditure - Lessor**

The Lessor will be required during the term and any further term to replace, renew, upgrade and/or make good, all structures on the Premises which have reached the end of their useful life, or require one off major repairs to preserve or extend their useful life. It is acknowledged by the lessor and lessee that several of the existing buildings (namely the training room; trainee accommodation rooms; swimming pool and trainees' recreation room as identified in the plan attached) are an overcapitalisation of the premises for pastoral purposes due to the pastoral training activities currently undertaken by the Lessee. This fact must be considered when assessing the Lessor's obligation to replace, renew, upgrade or make good all structures on the Premises and in which respect such an obligation only arises on the Lessor where such an obligation is reasonable in light of this fact.



If the parties cannot agree on whether a required activity is the Lessor's obligation for Structure Expenditure or a lessee's obligation to maintain, repair, replace, upgrade or make good Structures under this Lease then:

- (a) either party may notify the other party of the dispute in writing and provide written reasons of dispute within 30 days of giving the notice of dispute. The other party must provide a response in writing within 30 days of receipt of the written reasons for dispute;
- (b) the parties must meet to resolve the dispute within 30 days of the written response being provided;
- (c) if agreement is not reached, either party can refer the matter to an independent expert for a decision. If parties cannot agree on an expert then the dispute will be determined by a properly qualified member of the Australian Property Institute who is appointed by the President at the request of either the Lessor or the Lessee and who shall act as an expert.
- (d) both parties agree that the expert's decision is final;
- (e) each party must pay 50% of the expert's costs.

The lessee shall pay for any structural expenditure for a period of three (3) years from the 1<sup>st</sup> July 2014 to the 30<sup>th</sup> June 2017.

#### **5. Structure Expenditure – Lessee**

Special Condition 5 overrides and replaces Special Condition 4 to the extent of any inconsistency between this Special Condition 5 and Special Condition 4.

The lessee will be required to maintain and repair all structures impacted by wear and tear or incidents associated with their operation of or residence at the Premises. In addition, where a structure has naturally reached the end of its useful life, or requires a major one off repairs, upgrade or part replacement to extend or preserve its useful life, and the cost to address this item does not exceed the Structure Repair and Replacement Threshold of \$20 000 (Twenty Thousand Dollars) per year, the lessee is also required to make good the structure or item at its own cost, regardless of the nature of the work for the balance of the term of the Lease from the 1<sup>st</sup> July 2017 and for any further terms. The lessee will also be required, at its cost whether or not the lessee has received proceeds of insurance to repair any structure impacted by an act, omission, negligence or default of the lessee, its agents, employees and/or contractors.

For the avoidance of doubt the Lessee shall pay for any structural expenditure for the premises for a period of three years (3) from the 1<sup>st</sup> July 2014 to 30<sup>th</sup> June 2017 and thereafter for the remainder of the first term and any further term, the lessee shall pay for any structure expenditure not exceeding the Structure repair and replacement of \$20 000 (Twenty Thousand Dollars) per year.

## 6. Further Special Conditions

- (a) The lessee is to provide the lessor each year upon request and no later than the anniversary of the commencement date of the term of this Lease with all essential information associated with pastoral activities on the Premises. In particular and including but not limited to
  - (i) a Station Operational Plan estimates provided annually;
  - (ii) a Station Operational Plan actuals provided annually;
  - (iii) any relevant information procured or utilised by the lessee in the preparation of the Operating Plan including stocking history, soil tests, weed management plan, feral control, water use, weed resistance tests and agronomic advice,
  - (iv) Annual Actual versus Budget cash report as provided annually to the Board of the Indigenous Land Corporation

to the satisfaction of the lessor, acting reasonably.

- 7. **Rental Increase For Capital Improvements and Investments during the further term of the Lease.**- The Lessee will pay 6.25% of the cost of any mutually agreed capital improvements and investments to the premises as an increase of rent from the date on which the capital improvements and Investments are made and completed until the date of the next rent review when the value of the capital improvements and investments will be included in the assessment of the review of the market rent for the premises.

- (a) The lessee must promptly submit all required livestock returns to the Pastoral Lands Board as required and must operate the Premises in a manner which is in compliance with the Pastoral Lease Conditions and must not do anything that would lead to the lessor being in breach of the Pastoral Lease Conditions or any other Law.

## 8. Work Health and Safety

The lessee will be required to:

- (a) acknowledge that it has management and control of the Premises for the purposes of the WH&S Laws;
- (b) comply with all its obligations under WH&S Laws;
- (c) have in place appropriate WH&S Systems;
- (d) co-operate with any all relevant authorities and the lessor in relation to compliance issues, hazards or incidents occurring on the Premises; and
- (e) release and indemnify the lessor from and against any damage, expense, loss, liability or claim associated with a breach by the lessee of the lessee's obligations under this Lease.

For the purposes of this Special Condition:



**WH&S Laws** means the Workplace Health and Safety Act 2011 (Cth) and related regulations.

**WH&S Systems** means those safe systems, procedures, standards and policies as prescribed by the relevant State and Commonwealth Laws and Regulations/

#### 9. Life Cycle Asset Plan

The lessee must prepare a Life Cycle Asset Plan for the Premises at the lessee's cost for the term/s of the Lease to assist the parties in planning for the capital expenditure required during the term/s. The Parties agree to jointly brief the selected expert and jointly attend any on ground assessment on or before the 30th day of June 2015.

The Life Cycle Asset Plan shall record and/or contain details of the current state of assets on the premises, including an inventory and description of the assets, their location and those critical assets to the sustained performance of the premises, an assessment of their condition, an assessment of remaining useful life and a determination of asset values and replacement costs, and an assessment of the costs of one off replacements of assets.

#### 10. Annual Meetings

The parties must meet at the end of the wet season or at such other times during the year as the parties may otherwise agree to discuss the operations of the premises under the Permitted Uses and any future use proposals, employment and training opportunities, the Life Cycle Asset Plan, structure expenditure and any other relevant matters.

#### 11. SURRENDER OF LAND

In the event that Lot 524 on Deposit Plan 72594 is surrendered by the Lessor to the State Government of Western Australia for the purposes of the Broome Road Airport Site, the Rent shall be reduced in proportion to the reduction in the Premises area caused by the said surrender.

Handwritten signature and initials, possibly 'N' and 'R'.



**Australian Government**  
**Indigenous Land Corporation**

**INTERNAL MEMORANDUM**

TO:	Directors of National Indigenous Pastoral Enterprises Pty Ltd	<i>supported</i>
FROM:	Tri Nguyen	<i>initial</i> <i>16/12/14</i>
SUBJECT:	CONTRACT EXECUTION	
CONTRACT TYPE:	Sublease for Roebuck Plains Station	
CONTRACT SUM (GST inclusive):	\$340,000 pa (GST exclusive)	
COUNTER PARTY:	Nyamba Buru Yawuru Ltd (ACN 137 306 917)	
TERM OF CONTRACT:	<ul style="list-style-type: none"><li>7 years (from 01/07/14 to 30/06/15 then upon the renewal of the Headlease between NBY and the State Government of WA (Crown lease 516-1997); from 01/07/15 to 30/06/2021)</li><li>then a further 8 years (from 01/07/2021 to 30/06/2029)</li></ul>	
PROPERTY:	Crown lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP22019 and Lot 524 on Deposit Plan 72594. Also known as Roebuck Plains Station.	
DIVISION & PROJECT OFFICER	WDO and BETD/NIPE	
DATE:	08/12/14	

**REQUEST**

That you sign the attached Sublease.

**YOUR AUTHORITY TO SIGN**

As Directors you have a power to execute the Sublease. Please note the additional hand amendments which you are required to initial.

**SUPPORTING DOCUMENTATION (attached)**

1. Term Sheet entered into between the ILC and NBY dated 8 July 2014; and
2. ILC Board Decision 386 (revised on 03 September 2014).

**THE CONTRACT IS IN A SATISFACTORY FORM**

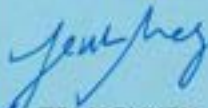
The Sublease has been drafted by Legal and the conditions have been the subject of substantial correspondences.

All legal issues relating to this Sublease have been considered and satisfactorily addressed by Legal.

**ACTION REQUIRED:**



1. YOU:
  - (i) sign and date all copies of the Sublease;
  - (ii) return all copies to Legal.
2. LEGAL:
  - (i) upon receipt of original contracts, executed by all parties, sends file copy to the section Senior Administrator Officer;
  - (ii) deposits first original contract into Legal Safe;
  - (iii) sends second original copy to the Other Party (if not already in possession);
  - (iv) updates the Contracts Database and the Legal Safe Registers;
  - (v) copies all documents for Legal files.

  
TRI NGUYEN  
General Counsel

22 December 2014

Mr Rodney Nichole  
Nyamba Buru Yawuru Ltd  
PO Box 425  
Broome WA 6725

**COPY**

Dear Mr Nichole

**Sublease – Nyamba Buru Yawuru and National Indigenous Pastoral Enterprises Ltd (the Sublease)**

Please find one copy of the Sublease enclosed<sup>1</sup>.

The Sublease has been duly executed by National Indigenous Pastoral Enterprises Ltd.

Three handwritten amendments were made to the Sublease and are indicated by blue sticky tabs. Please arrange for Patrick Dodson and yourself to initial the amendments where indicated.

The date of the Sublease will be the date that the amendments are initialled. Please insert that date at the top of page 1 of the Sublease.

Once all three amendments have been initialled the Sublease will be ready for registration. Please attend to this at your earliest convenience.

As there is only one copy of the Sublease please provide the ILC with a copy once it has been initialled as soon as possible for our records.

Yours sincerely

Leah Mundy  
Associate Counsel

---

<sup>1</sup> Sublease x 1



THIS DEED is made this

day of

2014

BETWEEN

Nyamba Buru Yawuru Ltd (ABN 137 306 917) of 55 Reid Road, Broome WA 6725 ("lessor")

AND

National Indigenous Pastoral Enterprises Pty Ltd (ABN 28 108 266 548) of level 7, 121 King William Street, Adelaide SA 5000 ("lessee") as a wholly owned subsidiary of the Indigenous Land Corporation (ABN 59 912 679 254), a Commonwealth Statutory Corporation.

## 1. Definitions and Interpretation

### 1.1 Definitions

In this Lease, unless the context otherwise requires:

**buildings and improvements** means the buildings, yards, drains, bores, bore drains, wells, ground tanks, reservoirs, dams, levee banks, fences, gates, grids, ramps, roads, private telephone lines, private powered lines, wiring, water pipes, gas pipes, sheds, dips, mailboxes, huts, cottages, homesteads, outbuildings, power generation plant and equipment, all pumping equipment, troughs, windmills, associated with existing livestock watering and all other plant and equipment and other structures of any kind on the land, all existing and developed stock bores;

**Capital Improvement** means any new, mutually agreed property development project that has been negotiated between the Lessor and the Lessee prior to the investment being made.

**Chattels** mean goods or chattels other than:

- i. The Chattels granted by the Lessee to the Lessor pursuant to the Deed of Grant;
- ii. Lessee's Fixtures held at the Premises by the lessee from time to time;

**Deed of Grant** means the deed between the Indigenous Land Corporation and Nyamba Buru Yawuru Ltd (ABN 137 306 917) dated 1 September 2014.

**Further Term** means the further term described in Item 3;

**Head lessor** means the Minister for Lands, Western Australia;

**Item** means an Item in the reference schedule to the Lease;

**Land** means the land described in Item 1, and includes the buildings and improvements;

**Law** means any Federal, State, Territorial or local government legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia, and includes any requirement of any statute, regulation, proclamation, ordinance, local law or by-law, present or future, and whether state, federal or otherwise;

**LAA** means the *Land Administration Act 1997 (WA)*

**Head Lease** means Crown Lease No. 516 -1997 being Pastoral Lease 3114/499 now comprised in Crown Land Titles Volume LR 3161 Folio 646 and Volume LR3010 Folio 475 (and as renewed from 1 July 2015);

**Indigenous Protected Area Plan of Management** means the approved management plan for the Yawuru Indigenous Protected Area (IPA) as declared by the Australian Government (Cth).

**Lease** means this sublease and all annexures and schedules relating to the sublease;

**Lessee's Fixtures** means partitioning, fittings, plant, equipment, machinery, shelving, counters, signs, safes and other articles in the nature of trade or tenants' fixtures erected or installed in accordance with the management plan or otherwise, in or on the Premises or upon the Land by the lessee from time to time;

**Lessor** means the lessor named in this Lease and includes its successors and assigns and where the context so permits, the employees, agents, contractors and invitees of the lessor;

**Lessor's Property** means fixtures, fittings, furnishings, plant, machinery and equipment of the lessor erected or installed therein or upon the Land;

**Life Cycle Asset Plan** means the life cycle management plan to be prepared by the lessee pursuant to this Lease;

**Minister for Lands** means a body corporate constituted under the *Land Administration Act 1997 (WA)*;

**Party** means a party to the Lease;



**Pastoral Industry Best management Practice** the guidelines as set out in the DAFWA publication -"Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia"

**Permitted Use** means the permitted use in Item 4;

**Premises** means the Land, including the building and improvements, together with any modifications, extensions or alterations to the buildings and improvements from time to time and where the context so permits includes the fixtures, fittings, furnishings, plant, machinery and equipment of the lessor erected or installed therein or upon the Land and the Lessee's Fixtures; and

**Reference schedule** means the Reference Schedule described as such in the Lease.

**Rent** means the rent set out in Item 3;

**Station Operational Plan** – the annual livestock movements schedule and resulting budget for a 12 month period (typically a calendar year);

**Valuer** means a person licensed under the *Land Valuers Licensing Act 1978*.

## 1.2 Interpretation

In this Lease unless the context otherwise requires"

- (a) Where used in the Lease words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
- (b) All heading in this Lease have been inserted for guidance only and do not form any part of the provisions of the Lease and shall not limit or govern the construction of the Lease.
- (c) Any reference in the Lease to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute referred to or incorporation any of its provisions.
- (d) A reference in the Lease to a body (including, without limitation, an institute, association or authority) or position:
  - (i) Which ceases to exist; or
  - (ii) Whose powers or functions are transferred to any other body or position,

shall be deemed to be a reference to the body or position which replaces it or which substantially succeeds to its power or functions

### **1.3 Severability**

If any provision of the Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining provisions shall not be affected thereby and each provision of the Lease shall be valid or enforceable to the fullest extent permitted by law.

### **1.4 Business Days**

Where under the Lease or anything done pursuant to the Lease the day on or by which any act is to be done or is deemed to be done is a Saturday or a Sunday or a public holiday in the State of Western Australia such act may be done or shall be deemed to have been done on the next succeeding day which is not a Saturday, Sunday or such a public holiday.

### **1.5 Joint and Several**

Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

### **1.6 Contra Proferentum**

In the interpretation of the Lease no rules of construction shall apply to the disadvantage of one party on the basis that such party put forward the Lease or any part thereof.

## **2. Preservation of Native Title Rights**

### **2.1 The parties acknowledge that;**

- (a) The Yawuru People are the common law holders of exclusive possession and occupation native title rights and interests over the area of the premises in accordance with the Further Consolidated Amended Orders and Determination (as amended by the orders of French J made 23 November 2006, 30<sup>th</sup> April 2007 and 9<sup>th</sup> May 2007 and Branson, North and Mansfield JJ made 18<sup>th</sup> July 2008) in Sebastian and State of Western Australia Federal Court WAD 6006 of 1998 and WAD 223 of 2004 .
- (b) Subject to subclause c, the grant of the lease is subject to the co-existence of the Yawuru People's exclusive possession and occupation native title rights and interests with the rights and interests of the lessee under this Lease.
- (c) The rights and interests of the Lessee prevails for the term/s under this Lease to the extent of any inconsistency with the Yawuru People's exclusive



possession and occupation native title rights and interests which will be subordinate for the term/s of the Lease but will continue to exist and will not be extinguished.

- 2.2 The parties agree that they will use their best endeavours to negotiate and finalise a binding memorandum of understanding in part/s between the Indigenous Land Corporation, the Lessor, the Lessee and the Yawuru Native Title Holders Aboriginal Corporation in relation to the co-existence and concurrency of the respective rights of the Yawuru People and the Lessee including but not limited to the establishment of an implementation Committee to annually review operational plans (including Capex) for the premises, training opportunities and targets for the Yawuru particularly in relation to the development of managerial capacity and involvement in business opportunities and other relevant matters within one year of the date of execution of this lease.

### **3. Reservation to Lessor**

#### **3.1 Creation of Interests in land**

Subject to the consent of the Minister for Lands and the provisions of the *Land Administration Act 1997 (WA)*, the lessor reserves the right to create any interest in respect of the Land, except that the lessor may not create an interest that would:

- (a) Unreasonably, unnecessarily or substantially interfere with the lessee's use or occupation of the Premises; or
- (b) Unreasonably, unnecessarily or substantially derogates from the enjoyment of the rights conferred on the lessee by the Lease.

- 3.2 The lessor shall give the Lessee at least 6 months written notice (unless the lessee advises the lessor in writing that it requires 12 months' notice, in which case the lessor must agree to give 12 months' notice to the lessee) of its intention to create any interest in respect of the land pursuant to subclause 3.1 and shall fully compensate the Lessee for any impact on lessee's permitted uses of the Premises. Any dispute under this clause will be dealt with under clause 24.7

### **4. Exclusion of the implied covenants and powers**

#### **4.1 Statutory Exclusions**

The covenants and powers implied by the *Transfer of Land Act 1893 (WA)* do not apply to this Lease and are not implied in this Lease unless expressly included.

## **4.2 Whole Agreement**

The provision contained in the Lease expressly or by statutory implication covers and comprises the whole of the terms of the Lease between the parties but without derogating from the rights of the parties under any collateral or other agreement between the parties.

## **5. Manner of requesting and providing consent under lease**

Where the lessee is required under the Lease to request the consent or approval of the lessor, such request shall be in writing and the consent or approval:

- (a) must be given or refused in writing;
- (b) may be given unconditionally or subject to reasonable conditions; and
- (c) may not be refused or delayed unreasonably.

## **6. Lessor's powers of entry to be exercised reasonably**

Except in the case of emergency, the lessor shall exercise a power of entry under the Lease only at reasonable times, upon reasonable notice and in the company of representative of the lessee (which the lessee must provide when requested by the lessor), and without causing undue interference with the use or occupation of the premises by the lessee.

## **7. Grant and term of lease**

### **7.1 Grant and Term**

The lessor hereby leases the Premises to the lessee subject to the covenants and agreement for the term commencing and terminating on the dates set out in Item 3.

### **7.2 Option to Extend**

- (a) If the lessee intends to take a lease of the premises for the Further Term commencing and terminating on these dates set out in Item 3, it shall give the lessor notice of such intention not more than six (6) months and not less than three (3) months before the termination date of the Lease.
- (b) Where at the termination date of the Lease there is no subsisting breach of the Lease by the lessee notice of which has been given by the lessor, the lessor must, after receipt of a notice under clause 7.2(a), lease the premises to the lessee for the Further Term
- (c) The lessee shall be deemed not to be in default under the Lease for the purposes of clause 7.2(b) if after having received notice of default the lessee is



taking reasonable steps to rectify such default within the period set out in the notice.

- (d) The provisions of the lease for the further term shall be the same as those of the Lease except that this clause will be omitted from the lease of the further term.

### **7.3 Holding over**

If the lessee continues to occupy the premises after the end of the Lease with the consent of the lessor, it will do so as a tenant from month to month. The terms of the Lease will apply to the tenancy as far as they may be applicable. Either the lessor or the lessee may end the tenancy by one month's notice to the other, expiring at any time.

## **8. Rent**

The lessee must pay the lessor the rent, on presentation of a correctly rendered Tax Invoice, set out in Item 3 for the term of the Lease:

- (a) by quarterly instalments in advance with the first instalment payable on the Commencement Date;
- (b) at the place and in the manner notified by the lessor in writing at any time or in the absence of that direction, at the address specified in Item 2;
- (c) without deduction or abatement; and
- (d) without demand from the lessor.

## **9. Review of Rent**

### **9.1 Market Rent review**

#### **(a) Review**

On each market review date set out in Item 3 the rent for the time being reserved under this Lease is to be reviewed to the then current market rental in relation to the rent payable for the rental period commencing on the relevant market review date.

#### **(b) Notice of Review**

The lessor must give the lessee a notice specifying an amount which is in the opinion of the lessor would be the current market rent of the Premises on the relevant market review date.

**(c) Rejection Notice**

- (i) If the lessee disagrees with the current market rent proposed pursuant to clause 0 and gives notice to the lessor within 14 days after the notice is given to it then the dispute will be referred to a valuer(s) under clause 9.1(d) to determine the current market rent of the Premises on the relevant market review date.
- (ii) If the lessee does not object to the amount specified by the lessor within 14 days after the notice is given to it then the lessee will be deemed to have accepted the amount specified as the current market rent payable from the relevant market review date.

**(d) Determination by valuer**

The current market rent of the Premises is to be determined by a Valuer appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either the lessor or the lessee:

- (i) having regard to the terms of this Lease;
- (ii) assuming the lessee and the lessor have complied with all the terms of this Lease;
- (iii) assuming the lessor is a willing but not an anxious landlord and the lessee is a willing but not an anxious tenant and that the lessee is being offered the Premises with vacant possession;
- (iv) having regard to the current rental value of premises similar to the Premises; and
- (v) having regard to all other relevant valuation principles

**9.2 Valuer as expert**

In determining the current market rent, the appointed valuer is to act as an expert and not an arbitrator and the appointed valuer's determination is conclusive and binding on the lessor and the lessee.

**9.3 No reduction of Rent**

Notwithstanding any other provision of this clause 9, on a review date under this clause 9, the rent is not to be reduced below that payable immediately prior to the relevant review date.



#### **9.4 Failure to notify review**

Any failure by the lessor to notify the lessee prior to each of the relevant market review dates of the intention of the lessor to review the rent shall not prejudice the right of the lessor to review the rent or have the rent reviewed retrospectively provided that the review does not occur later than 6 months after the relevant market rent review date.

#### **9.5 Date for commencement of reviewed Rent**

The new rent shall be payable and paid at the new rate from and including the relevant review date irrespective of when the reviewed rent is agreed or determined.

#### **9.6 Costs**

All costs incurred in the valuation and determination of the reviewed rent shall be paid by the parties equally.

#### **9.7 Payment of Rent pending review**

- (a) Until the determination of rent has been made the lessee will pay rent to the lessor at the existing rate until the market rent dispute is determined;
- (b) any variation in rent as the result of any review under clauses ~~9.4~~ and ~~9.5~~ will take effect on the review date;
- (c) within 14 days of the determination, the lessor will refund any overpaid rent or the lessee will pay any shortfall in rent payable prior to the review date.

### **10. Outgoings**

#### **10.1 Lessor's obligation to pay outgoing**

The lessor must pay the outgoing specified in Item 5(a) when due and payable.

#### **10.2 Lessee's obligation to pay outgoing**

The lessee must pay the outgoing specified in Item 5(b) when due and payable.

### **11. Yielding up**

#### **11.1 Yield Up**

Subject to fair wear and tear, the lessee must forthwith upon the termination or sooner determination of this Lease yield up to the lessor the premises in good repair, clean condition, tidy and free from rubbish.

## **11.2 Lessee's Fixtures**

The lessee shall not be entitled to remove the Lessee's Fixtures or any improvements carried out by the lessee in accordance with the Life Cycle Asset Plan at the termination of the Lease.

## **11.3 Chattels**

The lessee must on or before the termination of the Lease remove the Chattels from the Premises and make good any damage caused to the premises by such removal unless otherwise agreed by the parties.

## **12. Lessor's Rights**

### **12.1 Lessor's Rights**

Notwithstanding any rule of law or of equity it is expressly agreed that the lessor shall not be entitled to re-enter forfeit terminate or determine the Lease, unless the lessee shall be in default under this Lease in the circumstances referred to in sub-clause 12.3.

### **12.2 Preservation of the Lessor's Rights**

Nothing in the clause 12 shall limit restrict or prejudice the lessor's right:

- (a) to claim damages in respect of any such default or breach or failure to observe or perform any of the covenants obligations or conditions of this Lease;
- (b) to claim specific performance of any of the covenants, obligations or conditions of this Lease;
- (c) to seek an injunction restraining the lessee from continued or future default or breach in respect of any of the covenants, obligations or conditions of this Lease; or
- (d) against the lessee otherwise at law or in equity.

### **12.3 Default**

The lessee shall be in default under the Lease if:

- (a) the rent or any money payable by the lessee is unpaid for 21 days after written notice is given to the lessee;
- (b) the lessee fails to comply with any of the covenants of this Lease within 21 days of being requested so to do by notice in writing by the lessor;

- (c) if the lessee ceases or threatens to cease to carry on business;
- (d) if the lessee is a company:
  - (i) an order is made or a resolution is made for its winding up except for reconstruction or amalgamation;
  - (ii) if the company enters into a composition or a scheme of arrangement;
  - (iii) the company is unable to pay its debts when due;
  - (iv) receiver or receiver and manager or controller (as defined in the Corporations Law) is appointed in respect of any part of the property of the company.

#### **12.4 Forfeiture of Lease**

Subject to giving any prior demand or notice required by any Law if the lessee defaults as specified in clause 12.3 the lessor may (but without prejudicing any other rights of the lessor in law or equity consequent on the lessee's breach):

- (a) re-enter and take possession of the Premises and eject the lessee and all other persons and this Lease will terminate; or
- (b) by notice to the lessee, terminate this Lease from the date of giving the notice.

#### **12.5 Tender after termination**

In the absence of any election by the lessor, any money tendered by the lessee after termination and accepted by the lessor will be applied:

- (a) firstly, on account of any unpaid rent and other money due under this Lease at the date of termination; and
- (b) secondly, on account of the lessor's costs of re-entry.

### **13. Lessor may rectify**

#### **13.1 Lessor may rectify**

Subject to the other provisions of the Lease, the lessor may rectify a breach by the lessee of any provision of the Lease.



### **13.2 Lessee to Pay Lessor's Costs and Expenses**

The lessee must within one month of being requested so to do by notice from the lessor pay the reasonable costs and expenses for which the lessor becomes liable or which the lessor suffers or incurs as a consequence of or in connection with a breach of the Lease by the lessee including but not limited to the cost and expense incurred by the lessor in rectifying such breach.

### **13.3 No Derogation**

Sub-clauses 14.1 and 14.2 shall not operate to limit or derogate from the lessee's rights under the other provisions of the Lease or at law or in equity.

### **13.4 Remedies Cumulative**

The rights granted to the lessor under sub-clauses 14.1 and 14.2 shall be in addition to and not in substitution for the lessor's rights under the other provisions of the Lease or at law or in equity.

## **14. Ownership of Lessee's Fixtures**

### **14.1 Ownership of Lessee's Fixtures**

The Lessee's Fixtures remaining at the termination date of the Lease shall become the property of the lessor without payment of compensation upon being erected or installed in or on the premises or upon the Land.

### **14.2 Removal and Replacement of Fixtures.**

The lessee shall be entitled to remove or replace the Lessee's Fixtures during the term of the Lease except where such removal is inconsistent with the Life Cycle Asset Plan.

## **15. Permitted Use**

### **15.1 Permitted Use**

The lessee may use the land only for the purpose specified in Item 4 of the Reference Schedule.

### **15.2 Illegal Use etc**

The Lessee shall not use the premises for;

- (a) any immoral purpose; or
- (b) any purpose prohibited by law; or



- (c) any purpose not permitted by, or which is inconsistent with, the terms of any Lease under the *Land Administration Act 1997* (WA).

### **15.3 Lessee's own Enquiries**

The lessor does not warrant that the premises are suitable for the Permitted Use.

### **15.4 Lessee's own Enquiries**

The lessee acknowledges that before entering into the Lease it inspected the Premises and that in entering into the Lease it relies upon its own enquiries in relation to the Premises and accepts the premises in their present condition and state of repair and with all defects whether latent or patent.

### **15.5 Lessee not to create danger or nuisance**

The lessee must not do or omit to do or permit any act on or about the premises that may:

- (a) damage or render dangerous, untidy or unclean the Premises or any land or premises adjoining or surrounding the Premises; or
- (b) constitute a nuisance at law or a danger to the owners or occupiers of land or premises adjoining or surrounding the Premises.

### **15.6 Licences and Approvals**

The lessee is to take out and at all times keep current all conditions required by law, licences, permits and approvals required to carry on the Permitted Use specified in Item 4.

## **16. Repair and Maintenance**

### **16.1 Lessee to Repair and Maintain**

- (a) Subject to fair wear and tear, the lessee must during the term of the Lease keep and maintain the Premises and the Lessee's Fixtures and property including but not limited to all residences on the Premises in good repair and in their condition at the beginning of this Lease as recorded in the Life Cycle Asset Report.
- (b) The Lessee must repair defects and damage to the Premises caused by an act, omission, negligence or default of the lessee.

## **16.2 Capital and Structural Works**

Subject to the Special Conditions, the lessee's obligation under sub-clause 16.1 shall, without limiting the generality of that sub-clause, include the obligation to carry out work of a capital or structural nature.

## **16.3 Cleaning**

The lessee must keep the Premises clean and tidy and free from dirt, rubbish, garbage, debris, weeds, vermin, rodents, pests, and diseases.

## **16.4 Fire control**

- (a) The lessee must undertake controlled burns of the country in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) The lessee must maintain adequate fire breaks on the Premises to reduce impact of bushfires.

## **17. Additional Lessee Covenants**

### **17.1 Fencing**

Subject to the Special Conditions, the lessee shall at its own cost and expense and in a proper and workmanlike manner:

- (a) repair and maintain any boundary and subdivisional fences existing on the land at the date of commencement of the Lease in accordance with clause 16.1;

### **17.2 New Fencing**

Subject to the Special Conditions, the lessee must obtain the prior written consent of the lessor to the construction of new fences and new fences in new locations. Any application for consent must be accompanied by details of the proposed location of the fence and details of the construction of the fence. If the lessor consents to the construction of the new fence, then the lessee must construct the fence in accordance with the lessor's consent.

### **17.3 Lessee to Comply with Laws**

The lessee must comply with all Laws affecting the Land or the way the lessee uses the Land. The lessee, at its own cost, is to carry out any alterations, additions and repairs (including but not limited to structural alterations, additions and repairs ) to the Land required by any Law or any notices given under any Law if their necessity had been caused by either the lessee or the way the lessee has used the Land.



#### **17.4 Laws in relation to use and occupation**

Without limiting the generality of clause 17.3, it is an express condition of this Lease that the lessee shall at all times observe all Laws in relation to use, occupation, development or building upon the Land or the carrying out of any renovation, refurbishment, repair, alteration, or other work to the Premises or on the Land and shall comply with all notices issued in pursuance thereof as though the lessee was the freehold owner of the Land.

#### **17.5 Pest and Noxious Weed Control**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations, the lessee must take all reasonable steps to keep the land free of rabbits, feral camels, foxes and other vermin, and noxious weeds, prohibited shrubs and vegetation, and comply with all Laws relating to them.

#### **17.6 Infectious Diseases**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations:

- (a) The lessee must give notice of all infectious illnesses to humans and livestock to the lessor and all relevant public authorities as required by Law.
- (b) The lessee must, at its own cost, comply with all requirements of all public authorities under any Law regarding fumigation, disinfection, eradication and prevention of such diseases. The lessee must also comply with requirements of all Laws regarding the quarantining of stock.

#### **17.7 Livestock**

The lessee must maintain quality and marketable breeds of livestock on the premises which shall be managed in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.

#### **17.8 Timber and Vegetation.**

The lessee must not clear any timber and vegetation on the premises except for the purposes of the maintenance or construction of fencing..

#### **17.9 Quotas, Licences and Permits**

The lessee must do all things reasonably necessary to ensure that any quota, licence or permit now or in the future in relation to the Land or any activity on the Land is preserved.

#### **17.10 Ecologically Sustainable Rangelands Monitoring Plan**

The Lessee agrees that it shall undertake the development of the Roebuck Plains Ecologically Sustainable Rangelands Monitoring (ESRM) station management plan jointly with the Yawuru Indigenous Protected Area (IPA) team for the identification of the cultural, ecological, social and economic values on the premises.

The Lessee agrees that it will work with the IPA team also in accordance with the IPA Plan of Management to ensure the adaptive management strategies contained therein are implemented in accordance with mutually agreeable budget and resource allocation.

#### **18. Lessor's Powers of Entry**

##### **18.1 Compliance by lessor with requirements of competent authority**

Subject to giving the lessee reasonable notice the lessor may enter the premises for the purpose of complying with any requirement of a competent authority or with any requirements of any Law where the lessee is not obliged under this Lease to comply with the requirements of the Law.

##### **18.2 Lessor May Enter to View the Land**

Subject to giving the lessee seven days' notice, the lessor or any person authorised by the lessor, may enter the Premises and view the state of repair and condition of the Land. The lessor may notify the lessee of any defects and require the lessee to remedy them as required by the Lease within a reasonable time.

##### **18.3 Lessor may enter for the purposes of IPA land management work**

The Lessor or any person authorised by the Lessor may enter onto the premises for the purpose of carrying out on ground works under the IPA Plan of Management

#### **19. Quiet enjoyment**

Subject to complying with the provision of the Lease, the lessee may peaceably possess and enjoy the premises for the term of the Lease without any interruption or disturbance from the lessor except where such interruption or disturbance is permitted by other provisions of the Lease or by law.

#### **20. Lessee to effect insurance**

##### **20.1 Lessee to Insure Improvements**

Subject to the Special Conditions, the lessee must at its cost insure and keep insured during the term of the Lease the Premises for not less than their full replacement or reinstatement value against loss, damage or destruction from any insurance risk



against which the lessee is reasonably required to insure by the lessor from time to time including but not limited to loss, damage or destruction from fire, explosion, cyclone, storm, tempest, lightning, wind, hail, earthquake, water, smoke, sprinkler leakage, flood, riot, civil commotion, malicious damage, impact by vehicles or aircraft, objects falling from aircraft, theft and vandalism.

#### **20.2 Public Liability Insurance**

- (a) The lessee must at its cost effect and keep current in relation to the premises during the term of the Lease a public risk insurance policy for an amount insured in respect of each occurrence of at least twenty million dollars (\$20,000,000.00).
- (b) Such a policy must be with an insurer approved by the lessor, and must note the interests of the lessor.

#### **20.3 Workers' Compensation Insurance**

The lessee is required to maintain appropriate Workers' Compensation Insurance.

#### **20.4 Certificate of Currency**

A Certificate of Currency is to be provided to the lessor on renewal of the policy each year for each of the policies described in clauses 20.1, 20.2 and 20.3.

### **21. Lessee to release and indemnify lessor**

#### **21.1 Indemnity**

The lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the lessor from and against all actions, claims and demands made against the lessor in respect of any damage to or loss of property, personal injury or death sustained in or in connection with the Premises or the lessee's use or occupation thereof.

#### **21.2 Lessor's negligence**

Sub-clause 21.1 shall not apply in respect of damage, loss, injury or death caused by a wilful or negligent act or omission of the lessor.

### **22. Notices**

#### **22.1 Method**

A notice given by a party under the Lease must be in writing and hand delivered or sent by pre-paid ordinary or certified post to the other party at the address set out in

Item 2 unless and until a party gives notice to the other of another address for the giving of notices.

## **22.2 Date of Service**

Any notice given by post shall be deemed to have been duly given on the second day after the day it was posted.

## **23. Costs, Stamp duty and registration**

### **23.1 Legal costs**

The parties shall pay their own legal costs and expenses in relation to this Lease.

### **23.2 Duty and Registration Fees**

The lessor shall pay any duty payable on this Lease, the cost of producing any title at the Land Titles Office of Western Australia to enable registration of the Lease and the cost of registration.

### **23.3 Consent and Approval Fees**

- (a) The grant of this Lease is subject to and conditional upon the consent of the Minister under section 18 of the LAA.
- (b) Where under this Lease the doing or executing of any act, manner or thing by the lessor or the lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.
- (c) The lessor must obtain the Ministers consent to this Lease.
- (d) The lessee must pay the reasonable legal costs and expenses which the lessor incurs in consequence of or in connection with granting its approval or consent under the Lease.

### **23.4 Parties Responsible For Own Costs**

Whenever a party is required under the Lease to do any act, the doing of such act shall, unless the Lease otherwise provides, be at the sole risk and expense of that party.



### **23.5 Changes to sublease**

The lessee must pay the costs for the preparation, negotiation and execution of any variations to this Lease agreed by the parties during the term or any further term of this Lease.

## **24. Head Lease**

### **24.1 Inclusion of terms of Head Lease**

Except as to the Term and the Rent and otherwise herein expressly or by necessary implication excepted or modified, this Lease is made upon the same terms as the Head Lease which shall apply *mutatis mutandis* as between the lessee and the lessor as if the terms, agreements, covenants and conditions of the Head Lease were expressly set out herein as an exception to this clause

### **24.2 Lessor to observe the Head Lease**

The lessor covenants with the lessee to comply with and observe all the terms agreements covenants and conditions of the Head Lease.

### **24.3 Termination of Head Lease**

If the Head Lease is terminated for any reason whatsoever then this Lease shall also terminate simultaneously with the termination of the Head Lease and the Head Lessor shall be entitled to enter into possession of the Premises and the lessee shall have no claim whatsoever against the Head Lessor.

### **24.4 Assignment & Subletting**

- (a) The lessee must not, without the prior written consent of the lessor (which consent must not be unreasonably withheld or delayed) or, without limiting the generality of section 18 of the LAA, without the prior written consent of the Minister:
  - (i) part with possession of, share possession of or sublet the Premises; or
  - (ii) mortgage, charge or in any way encumber the lessee's estate or interest in the Premises or its rights and powers as lessee under this Lease; or
  - (iii) dispose of, deal with, or assign its estate or interest in the Premises or its rights and powers as lessee under this Lease; or
  - (iv) otherwise deal with any interest whatsoever in the Premises or the lessee's estate or interest under this Lease.

- (b) Any consent of the Minister under clause 24.4(a) may be subject to such terms and conditions as the Minister in its absolute discretion may impose.
- (c) For the purposes of clause 24.4(a)(iii) where the lessee is a corporation (not being a corporation where shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 50 of the Corporations Law) in the corporation or any related body corporate (within the meaning of section 50 of the Corporations Law) shall be deemed to be an assignment of the Premises and the benefit of this Lease and must require prior approval in writing of the Minister.
- (d) The lessee acknowledges:
  - (i) the provisions of section 18 of the LAA relating to the lessee's obligation to obtain the Minister's prior written approval to deal with any interests in the Premises or the lessee's interest in this Lease; and
  - (ii) the Minister may, before giving approval under section 18 of the LAA, in writing require:
    - (A) such information concerning the transaction for which approval is sought as the Minister specifies; and
    - (B) information furnished in compliance with this clause to be verified by statutory declaration.
- (e) The provisions of sections 80 and 82 of the *Property Law Act 1969* (WA) are hereby excluded.

#### **24.5 Waiver negatived**

No waiver by the lessor of a breach of any provision on the part of the lessee in this Lease shall operate as a waiver of another provision in the Lease and the lessor's failure to take advantage of or act upon any breach on any provision on the part of the lessee shall not be or be construed as a waiver thereof.

#### **24.6 Partnership negatived**

Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party as creating the relationship of a partnership or of principal and agent or joint venture between the parties to this Lease.

#### **24.7 Dispute resolution**

- (a) Any dispute arising under clause **Error! Reference source not found.** as to the compensation payable to the lessee is to be determined by a properly



qualified member of the Australian Property Institute appointed by the president at the request of either the lessor or the lessee.

- (b) In making a determination, the appointed member must act as an expert and not as an arbitrator.
- (c) The appointed member must make a written determination containing reasons as soon as possible after appointment, but the member must give each party the opportunity to make written submissions.
- (d) The cost of the determination must be paid by both parties in equal shares unless otherwise decided by the member.

## **25. GST**

### **25.1 GST payable**

The lessee must pay to the lessor any GST payable by the lessor in accordance with the requirements of the GST Act. Such payments are to be made by the lessee prior to the date for payment of the GST by the lessor or on the dates for the payment of Rent, and other moneys payable under this Lease whichever is the earlier.

### **25.2 GST exclusive**

Any Rent or other payment obligation stated or referred to in this Lease does not include GST unless it is expressly included and GST must be paid in addition to that Rent or payment obligation. Unless GST is expressly included, the consideration for any supply by the lessor to the lessee is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.

### **25.3 Tax invoice**

If registered for GST, the lessor must provide to the lessee a GST tax invoice as required by the GST Act.

### **25.4 Definitions**

**In this clause/s**

**GST** means a goods and services tax payable under the GST Act or which is or may be levied or assessed or become payable in respect of Rent, Outgoings or in connection with the supply of the Premises or any goods, services, facilities or other things by the Landlord to the Tenant under this Lease or any extension, renewal or holding over;

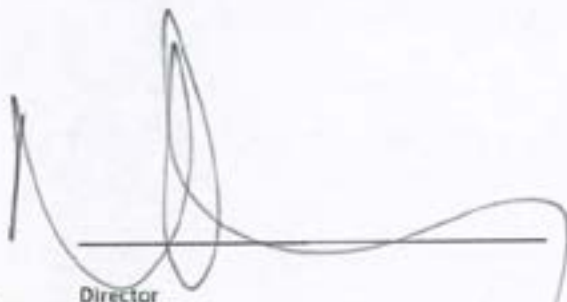
**GST Act** means *A New Tax System (Goods and Services) Act 1999 (Cth)* and transitional and amending and associated acts and regulations;

**26. Special Conditions**

Special Conditions in the Reference Schedule apply to this Lease and this Lease is granted subject to and conditional upon those Special Conditions. In the event of an inconsistency between this Lease and the Special Conditions, the Special Conditions are to prevail.

**EXECUTED by the parties as a Deed**

Executed by National Indigenous Pastoral )  
Enterprises Pty Ltd (ABN 28 108 266 548) )  
in accordance with section 127 of the )  
*Corporations Act 2001* in the presence of: )  
)  
)



Director

NEIL WESTBURY

Name of Director

(BLOCK LETTERS)



Director/Company Secretary

MIKE STEPHENS

Name of Director/Company Secretary

(BLOCK LETTERS)

## Reference Schedule

### Item 1 –Description of land

The land in the following Certificates of Title:

Crown lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197 and Lot 524 on DP 72594.

### Item 2 – Address for Service of Notices

Lessor's address:

Nyamba Buru Yawuru Ltd

55 Reid Road

Broome WA 6725]

[PO Box 425 Broome WA 6725

Lessee's address:

National Indigenous Pastoral Enterprises Pty Ltd  
Level 7

121 King William Street

ADELAIDE SA 5000

(PO Box 652 Adelaide)

### Item 3 – Term / commencement Date / Termination Date / Option Term

By Deed of Grant dated the 1<sup>st</sup> September 2014 the Lessor agreed to grant a Sublease to the Lessee commencing immediately upon the effective renewal of the Head lease provided that the Term of the Sublease was to be reduced by 12 months:

Term: 7 years

Commencement Date: 1 July 2014

Terminating Date: 30 June 2015

New Lease term Commencement Date: 1 July 2015

New Lease term Termination Date: 30 June 2021

Further Term: 8 years

Further Term Commencement Date: 1 July 2021

Terminating Date of Further Term: 30 June 2029

Rent: [\$340,000 per annum (exclusive of GST)

Market review dates: 1<sup>st</sup> July 2016, 1<sup>st</sup> July 2019, 1<sup>st</sup> July 2021, 1<sup>st</sup>



**Item 4 – Permitted Use**

Pastoral activities only consistent with the Head Lease (and as renewed from 1 July 2015) terms and conditions in force for the duration of this Lease and for pastoral purposes pursuant to Section 106 of the LAA.

**Item 5 – Outgoings****27. 5(a) Lessor outgoings**

- Council rates, fixed water Fee,
- Lessor must reimburse the lessee for insurance premiums related to buildings and improvements owned by the lessor taken out by the lessee pursuant to clause 20.1.

**5(b) Lessee outgoings**

- All outgoings other than the Lessor outgoings.
- Lessee must also pay:
  - » Pastoral Lease annual rental;
  - » All services separately metered to the property;
  - » All stock and domestic water charges (except for fixed licence fees);
  - » All waste disposal charges;
  - » Any other utilities or consumables used or consumed on the Property; and
  - » Other rates, charges imposed directly on the Property, the lessee's pastoral operations, lessee's property and the lessee's occupation of the Property.



## **Item 6 Special Conditions**

### **1. Stocking**

- (a) It is agreed by the lessee that the Premises will be stocked with quality and marketable breeds of cattle and at appropriate levels to ensure the sustainable good stewardship of the Premises in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) It is agreed by the lessee that the average stocking levels on the property over any three year period will not exceed 18,000 Cattle Units (annualised). A Cattle Unit is as defined by the Pastoral Lands Board.
- (c) It is agreed that the Lessee may use the land for grazing of cattle, horses and other livestock on the land.

### **2. De-stocking at the end of the Lease**

The lessee, subject always to good animal husbandry practice and its obligations under relevant Animal Welfare legislation must, at the termination or sooner determination of this Lease, if so directed by the lessor, fully destock the Premises of all livestock in the control of the lessee. The lessee agrees to grant the lessor the right of first refusal to purchase the livestock at market value (with a period of offer of not less than 60 days to exercise the right).

### **3. Change of Permitted Use of the Premises.**

The lessor reserves the right to allow or deny the Lessee's application for any permits pursuant to Division 5 (Permits) of the LAA. Any consent of the lessor under this special condition may be subject to such terms and conditions as the lessor may in its absolute discretion impose including but not limited to varying the rent and other lease terms and conditions.

### **4. Structure Expenditure - Lessor**

The Lessor will be required during the term and any further term to replace, renew, upgrade and/or make good, all structures on the Premises which have reached the end of their useful life, or require one off major repairs to preserve or extend their useful life. It is acknowledged by the lessor and lessee that several of the existing buildings (namely the training room; trainee accommodation rooms; swimming pool and trainees' recreation room as identified in the plan attached) are an overcapitalisation of the premises for pastoral purposes due to the pastoral training activities currently undertaken by the Lessee. This fact must be considered when assessing the Lessor's obligation to replace, renew, upgrade or make good all structures on the Premises and in which respect such an obligation only arises on the Lessor where such an obligation is reasonable in light of this fact.

If the parties cannot agree on whether a required activity is the Lessor's obligation for Structure Expenditure or a lessee's obligation to maintain, repair, replace, upgrade or make good Structures under this Lease then:

- (a) either party may notify the other party of the dispute in writing and provide written reasons of dispute within 30 days of giving the notice of dispute. The other party must provide a response in writing within 30 days of receipt of the written reasons for dispute;
- (b) the parties must meet to resolve the dispute within 30 days of the written response being provided;
- (c) if agreement is not reached, either party can refer the matter to an independent expert for a decision. If parties cannot agree on an expert then the dispute will be determined by a properly qualified member of the Australian Property Institute who is appointed by the President at the request of either the Lessor or the Lessee and who shall act as an expert.
- (d) both parties agree that the expert's decision is final;
- (e) each party must pay 50% of the expert's costs.

The lessee shall pay for any structural expenditure for a period of three (3) years from the 1<sup>st</sup> July 2014 to the 30<sup>th</sup> June 2017.

#### **5. Structure Expenditure – Lessee**

Special Condition 5 overrides and replaces Special Condition 4 to the extent of any inconsistency between this Special Condition 5 and Special Condition 4.

The lessee will be required to maintain and repair all structures impacted by wear and tear or incidents associated with their operation of or residence at the Premises. In addition, where a structure has naturally reached the end of its useful life, or requires a major one off repairs, upgrade or part replacement to extend or preserve its useful life, and the cost to address this item does not exceed the Structure Repair and Replacement Threshold of \$20 000 (Twenty Thousand Dollars) per year, the lessee is also required to make good the structure or item at its own cost, regardless of the nature of the work for the balance of the term of the Lease from the 1<sup>st</sup> July 2017 and for any further terms. The lessee will also be required, at its cost whether or not the lessee has received proceeds of insurance to repair any structure impacted by an act, omission, negligence or default of the lessee, its agents, employees and/or contractors.

For the avoidance of doubt the Lessee shall pay for any structural expenditure for the premises for a period of three years (3) from the 1<sup>st</sup> July 2014 to 30<sup>th</sup> June 2017 and thereafter for the remainder of the first term and any further term, the lessee shall pay for any structure expenditure not exceeding the Structure repair and replacement of \$20 000 (Twenty Thousand Dollars) per year.



## 6. Further Special Conditions

- (a) The lessee is to provide the lessor each year upon request and no later than the anniversary of the commencement date of the term of this Lease with all essential information associated with pastoral activities on the Premises. In particular and including but not limited to
  - (i) a Station Operational Plan estimates provided annually;
  - (ii) a Station Operational Plan actuals provided annually;
  - (iii) any relevant information procured or utilised by the lessee in the preparation of the Operating Plan including stocking history, soil tests, weed management plan, feral control, water use, weed resistance tests and agronomic advice,
  - (iv) Annual Actual versus Budget cash report as provided annually to the Board of the Indigenous Land Corporation

to the satisfaction of the lessor, acting reasonably.

- 7. **Rental Increase For Capital Improvements and Investments during the further term of the Lease.**- The Lessee will pay 6.25% of the cost of any mutually agreed capital Improvements and investments to the premises as an increase of rent from the date on which the capital improvements and Investments are made and completed until the date of the next rent review when the value of the capital improvements and investments will be included in the assessment of the review of the market rent for the premises.

- (a) The lessee must promptly submit all required livestock returns to the Pastoral Lands Board as required and must operate the Premises in a manner which is in compliance with the Pastoral Lease Conditions and must not do anything that would lead to the lessor being in breach of the Pastoral Lease Conditions or any other Law.

## 8. Work Health and Safety

The lessee will be required to:

- (a) acknowledge that it has management and control of the Premises for the purposes of the WH&S Laws;
- (b) comply with all its obligations under WH&S Laws;
- (c) have in place appropriate WH&S Systems;
- (d) co-operate with any all relevant authorities and the lessor in relation to compliance issues, hazards or incidents occurring on the Premises; and
- (e) release and indemnify the lessor from and against any damage, expense, loss, liability or claim associated with a breach by the lessee of the lessee's obligations under this Lease.

For the purposes of this Special Condition:

**WH&S Laws** means the Workplace Health and Safety Act 2011 (Cth) and related regulations.

**WH&S Systems** means those safe systems, procedures, standards and policies as prescribed by the relevant State and Commonwealth Laws and Regulations/

**9. Life Cycle Asset Plan**

The lessee must prepare a Life Cycle Asset Plan for the Premises at the lessee's cost for the term/s of the Lease to assist the parties in planning for the capital expenditure required during the term/s. The Parties agree to jointly brief the selected expert and jointly attend any on ground assessment on or before the 30th day of June 2015.

The Life Cycle Asset Plan shall record and/or contain details of the current state of assets on the premises, including an inventory and description of the assets, their location and those critical assets to the sustained performance of the premises, an assessment of their condition, an assessment of remaining useful life and a determination of asset values and replacement costs and an assessment of the costs of one off replacements of assets.

**10. Annual Meetings**

The parties must meet at the end of the wet season or at such other times during the year as the parties may otherwise agree to discuss the operations of the premises under the Permitted Uses and any future use proposals, employment and training opportunities, the Life Cycle Asset Plan, structure expenditure and any other relevant matters.

**11. SURRENDER OF LAND**

In the event that Lot 524 on Deposit Plan 72594 is surrendered by the Lessor to the State Government of Western Australia for the purposes of the Broome Road Airport Site, the Rent shall be reduced in proportion to the reduction in the Premises area caused by the said surrender.





## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 10 December 2014 3:06 PM  
**To:** Mundy, Leah  
**Subject:** RE: Roebuck Plains Station - subdivision

Make photocopies for us and NBY.

---

**From:** Mundy, Leah  
**Sent:** Wednesday, 10 December 2014 2:52 PM  
**To:** Nguyen, Tri  
**Subject:** RE: Roebuck Plains Station - subdivision

Hi Tri,

The WA LTO needs an original copy. We can either arrange for two new copies of the sub-lease to be printed or keep photocopies of the original when it is signed for our records. Barry said he would be happy with either. Let me know what you would prefer.

Thanks  
Leah

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 10 December 2014 2:03 PM  
**To:** Mundy, Leah  
**Subject:** RE: Roebuck Plains Station - subdivision

Find out from Barry what the rule in WA is...do they need 3 originals or will copies suffice. If we need 3 originals then please print extra copies (but do the hand amendments manually on each copy) for the NIPE directors to sign. Then send Rodney an email requesting that he arrange for 2 more sets of execution pages so we can collate them.  
Thanks  
Tri

---

**From:** Mundy, Leah  
**Sent:** Wednesday, 10 December 2014 2:06 PM  
**To:** Nguyen, Tri  
**Subject:** RE: Roebuck Plains Station - subdivision

Hi Tri,

I just realised that there is only one copy of the sublease. Shouldn't we have three? One to lodge, and one for each of the parties.

Thanks  
Leah

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 10 December 2014 11:02 AM  
**To:** Mundy, Leah  
**Subject:** RE: Roebuck Plains Station - subdivision  
**Importance:** High

Hi Leah,  
Please now proceed with the hand amendments as per my original email below asap and send it off to Canberra and mark it to Beth's attention.  
Thanks

Tri

**From:** Nguyen, Tri  
**Sent:** Monday, 8 December 2014 3:26 PM  
**To:** Mundy, Leah  
**Subject:** RE: Roebuck Plains Station - subdivision

Leah,  
Hold off for now as NBY have got some internal issues to resolve and will get back to us tomorrow.

Thanks

Tri

**From:** Nguyen, Tri  
**Sent:** Monday, 8 December 2014 2:54 PM  
**To:** Mundy, Leah  
**Cc:** Petty, Barry; Fiedler, Beth  
**Subject:** RE: Roebuck Plains Station - subdivision  
**Importance:** High

Leah,

I have sent off the Variation Letter to the CEO already.

On the sublease documents, please carry out the following hand amendments:

1. Add "and Lot 524 DP 72594" to the description of Land in Item 1 of the Schedule.
2. Add the following clause to the Special Condition: *"In the event that Lot 524 on Deposit Plan 72594 is surrendered by the Lessor to the State Government of Western Australia for the purposes of the Broome Road Airport Site, the Rent shall be reduced in proportion to the reduction in the Premises area caused by the said surrender."*
3. Clause 9.7(b): - change references to clauses "3.4 & 3.5" to "9.4 & 9.5"

Please ensure that you post mark all the amendments for the Directors to initial. In fact write in pencil next to them "Please initial".

Once that is done, please bundle it up along with the attached blue form (please sign it on my behalf) and send to Beth in Canberra asap.

Thanks

Tri

**From:** Nguyen, Tri  
**Sent:** Thursday, 4 December 2014 10:21 AM  
**To:** Mundy, Leah  
**Subject:** RE: Roebuck Plains Station - subdivision

Thanks Leah,  
It will be Mike Dillon who will eventually sign. Please amend and have it in readiness.

Cheers

Tri

**From:** Mundy, Leah  
**Sent:** Thursday, 4 December 2014 10:13 AM  
**To:** Nguyen, Tri  
**Subject:** RE: Roebuck Plains Station - subdivision

Hi Tri,

Please find attached.

Thanks

Leah

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 3 December 2014 5:34 PM  
**To:** Mundy, Leah  
**Subject:** Roebuck Plains Station - subdivision  
**Importance:** High

Leah,

Please do a variation letter to the Deed of Grant of Land (3731) to include Lot 524 DP 72594) for my review in anticipation.

It is to be signed by the CEO and addressed to:

Mr Patrick Dodson  
Chairman  
Nyamba Buru Yawuru Ltd  
Po Box 425  
Broome WA 6725

Thanks

Tri

## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Tuesday, 2 December 2014 3:05 PM  
**To:** Mundy, Leah  
**Subject:** RE: Roebuck Plains Station – Pastoral Lease PL 3114/499 and Crown Lease CL 506-1997- Permission to Sell Approval.

Yep

---

**From:** Mundy, Leah  
**Sent:** Tuesday, 2 December 2014 3:34 PM  
**To:** Nguyen, Tri  
**Cc:** Petty, Barry  
**Subject:** RE: Roebuck Plains Station – Pastoral Lease PL 3114/499 and Crown Lease CL 506-1997- Permission to Sell Approval.

Hi Tri,

Will Rodney be submitting these when signed?

Thanks  
Leah

---

**From:** Nguyen, Tri  
**Sent:** Tuesday, 2 December 2014 11:55 AM  
**To:** Petty, Barry; Mundy, Leah  
**Subject:** FW: Roebuck Plains Station – Pastoral Lease PL 3114/499 and Crown Lease CL 506-1997- Permission to Sell Approval.

Barry/Leah,  
NBY have now lodged their application to the Department.  
Please have the transfer, caveat and sublease forms signed in readiness.  
Thanks  
Tri

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Tuesday, 2 December 2014 11:59 AM  
**To:** [plb@lands.wa.gov.au](mailto:plb@lands.wa.gov.au)  
**Cc:** Dean Newton; Alderton, Kate; Nguyen, Tri  
**Subject:** Roebuck Plains Station – Pastoral Lease PL 3114/499 and Crown Lease CL 506-1997- Permission to Sell Approval.

Attention: Gillian Taylor

Gillian,

I refer to our telephone conversation yesterday and please find attached our letter to the Minister dated the 1<sup>st</sup> December 2014 and final draft of the proposed sub lease agreement which has been executed in part.

We look forward to your response at the earliest opportunity.

Regards,

**Rodney Nichole**  
**General Counsel**



Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney@nyambaburu.com.au)



Minister of Lands,  
Department of Lands,  
PO Box 1143,  
West Perth,  
WA, 6872

EMAIL – [plb@lands.wa.gov.au](mailto:plb@lands.wa.gov.au)

Attention: Ms Gillian Taylor.

Dear Minister,

**Roebuck Plains Station – Pastoral Lease PL 3114/499 and Crown Lease CL 506-1997- Permission to Sell Approval.**

We refer to your letter dated the 27<sup>th</sup> August 2014 to the ILC in which you advised that Ministerial Approval was granted in accordance with Section 18 and 134 of the Land Administration Act 1997 (LAA) to sell /dispose of the Pastoral Lease to Nyamba Buru Yawuru Ltd ("NBY").

We advise in relation to the conditions 3 to 14 in the letter that:

1. NBY acknowledges that it is aware of the proposed legislative amendments to the LAA and the requirements as specified in condition 3.
2. NBY acknowledges that it is fully aware of and agrees to abide with Part 7 of the LAA in respect of pastoral leasing and Parts 9 and 10 in respect of compulsory acquisition of interests in condition 4 and the provisions of the Soil and Conservation Act in Condition 5.
3. NBY advises that at least 50% of Australian Equity and control will be maintained during the tenancy of the lease (as per condition 6) and that pursuant to Section 136 of the LAA a transfer of the lease to it will not result in land imputed to persons in excess of 500,000 hectares. NBY also acknowledges that a concentration of ownership in excess of 500,000 hectares will require ministerial consideration as to a determination whether such transfer would not result in so great a concentration of control to be against the public interest.(as per condition 7).
4. Please find attached the partly executed sublease agreement of the lease from NBY as sub lessor to the National Indigenous Pastoral Enterprises Pty Ltd ("NIPE") as sub lessee. Please note that the station will be managed in accordance with the ILC Management Plan a copy of which will be available if required. We request your approval of the terms and conditions of the Sublease agreement between NBY and NIPE at your earliest convenience.
5. By Deed of Grants and pursuant to Section 191D (1) of the ATSI Act, the Indigenous Land Corporation ("ILC") granted and will transfer its legal and equitable interest in the land in 276,182ha land known as Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197, Water Licences and chattels otherwise known as Roebuck Plains Station (as per Condition 8 and 9).
6. NBY acknowledges being provided with a copy of the Rangeland Condition Assessment dated 3<sup>rd</sup> October 2013 and further acknowledges the contents of the report (as per condition 11).
7. NBY acknowledges that the lease for Roebuck Plains Station and will be renewed after expiry on the 30<sup>th</sup> June 2015 subject to satisfaction of the conditions specified in condition 12.

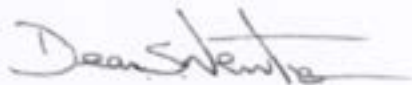
8. NBY acknowledges that Lot 524 on Deposited Plan 72594 is to be surrendered for the future relocation of Broome International Airport (as per condition 13).

9. By Deed of Grant and pursuant to Section 191D (1) of the ATSI Act, the Indigenous Land Corporation ("ILC") granted and will transfer its legal and equitable interest in the Section 79 leased land known as Lot 382 on Plan 193561 – Crown Lease J-298931 – Volume/Folio LR3110/463 and including the Water Licence number GWL153700 and Chattels known as Roebuck Export Depot to NBY. NBY acknowledges that it will apply in writing to the Department of Lands for transfer of the Lease under section 18 of the LAA (as per condition 14).

We anticipate your response at the earliest opportunity.

Please contact me if you require any further information.

Yours faithfully,



Dean Newton,  
General Manager (Commerce).  
Nyamba Buru Yawuru Ltd



THIS DEED is made this

day of

2014

BETWEEN

Nyamba Buru Yawuru Ltd (ABN 137 306 917) of 55 Reid Road, Broome WA 6725 ("lessor")

AND

National Indigenous Pastoral Enterprises Pty Ltd (ABN 28 108 266 548) of level 7, 121 King William Street, Adelaide SA 5000 ("lessee") as a wholly owned subsidiary of the Indigenous Land Corporation (ABN 59 912 679 254), a Commonwealth Statutory Corporation.

**1. Definitions and Interpretation**

**1.1 Definitions**

In this Lease, unless the context otherwise requires:

**buildings and improvements** means the buildings, yards, drains, bores, bore drains, wells, ground tanks, reservoirs, dams, levee banks, fences, gates, grids, ramps, roads, private telephone lines, private powered lines, wiring, water pipes, gas pipes, sheds, dips, mailboxes, huts, cottages, homesteads, outbuildings, power generation plant and equipment, all pumping equipment, troughs, windmills, associated with existing livestock watering and all other plant and equipment and other structures of any kind on the land, all existing and developed stock bores;

**Capital Improvement** means any new, mutually agreed property development project that has been negotiated between the Lessor and the Lessee prior to the investment being made.

**Chattels** mean goods or chattels other than:

- i. The Chattels granted by the Lessee to the Lessor pursuant to the Deed of Grant;
- ii. Lessee's Fixtures held at the Premises by the lessee from time to time;

**Deed of Grant** means the deed between the Indigenous Land Corporation and Nyamba Buru Yawuru Ltd (ABN 137 306 917) dated 1 September 2014.



**Further Term** means the further term described in Item 3;

**Head lessor** means the Minister for Lands, Western Australia;

**Item** means an Item in the reference schedule to the Lease;

**Land** means the land described in Item 1, and includes the buildings and improvements;

**Law** means any Federal, State, Territorial or local government legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia, and includes any requirement of any statute, regulation, proclamation, ordinance, local law or by-law, present or future, and whether state, federal or otherwise;

**LAA** means the *Land Administration Act 1997 (WA)*

**Head Lease** means Crown Lease No. 516 -1997 being Pastoral Lease 3114/499 now comprised in Crown Land Titles Volume LR 3161 Folio 646 and Volume LR3010 Folio 475 (and as renewed from 1 July 2015);

**Indigenous Protected Area Plan of Management** means the approved management plan for the Yawuru Indigenous Protected Area (IPA) as declared by the Australian Government (Cth).

**Lease** means this sublease and all annexures and schedules relating to the sublease;

**Lessee's Fixtures** means partitioning, fittings, plant, equipment, machinery, shelving, counters, signs, safes and other articles in the nature of trade or tenants' fixtures erected or installed in accordance with the management plan or otherwise, in or on the Premises or upon the Land by the lessee from time to time;

**Lessor** means the lessor named in this Lease and includes its successors and assigns and where the context so permits, the employees, agents, contractors and invitees of the lessor;

**Lessor's Property** means fixtures, fittings, furnishings, plant, machinery and equipment of the lessor erected or installed therein or upon the Land;

**Life Cycle Asset Plan** means the life cycle management plan to be prepared by the lessee pursuant to this Lease;

**Minister for Lands** means a body corporate constituted under the *Land Administration Act 1997 (WA)*;

**Party** means a party to the Lease;

**Pastoral Industry Best management Practice** the guidelines as set out in the DAFWA publication -"Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia"

**Permitted Use** means the permitted use in Item 4;

**Premises** means the Land, including the building and improvements, together with any modifications, extensions or alterations to the buildings and improvements from time to time and where the context so permits includes the fixtures, fittings, furnishings, plant, machinery and equipment of the lessor erected or installed therein or upon the Land and the Lessee's Fixtures; and

**Reference schedule** means the Reference Schedule described as such in the Lease.

**Rent** means the rent set out in Item 3;

**Station Operational Plan** – the annual livestock movements schedule and resulting budget for a 12 month period (typically a calendar year);

**Valuer** means a person licensed under the *Land Valuers Licensing Act 1978*.

## **1.2 Interpretation**

In this Lease unless the context otherwise requires"

- (a) Where used in the Lease words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
- (b) All heading in this Lease have been inserted for guidance only and do not form any part of the provisions of the Lease and shall not limit or govern the construction of the Lease.
- (c) Any reference in the Lease to a statute includes all regulations under and amendments to that statute whether by subsequent statute or otherwise and a statute passed in substitution for the statute referred to or incorporation any of its provisions.
- (d) A reference in the Lease to a body (including, without limitation, an institute, association or authority) or position:
  - (i) Which ceases to exist; or
  - (ii) Whose powers or functions are transferred to any other body or position,



shall be deemed to be a reference to the body or position which replaces it or which substantially succeeds to its power or functions

### **1.3 Severability**

If any provision of the Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining provisions shall not be affected thereby and each provision of the Lease shall be valid or enforceable to the fullest extent permitted by law.

### **1.4 Business Days**

Where under the Lease or anything done pursuant to the Lease the day on or by which any act is to be done or is deemed to be done is a Saturday or a Sunday or a public holiday in the State of Western Australia such act may be done or shall be deemed to have been done on the next succeeding day which is not a Saturday, Sunday or such a public holiday.

### **1.5 Joint and Several**

Any covenant or agreement on the part of two or more persons shall bind them jointly and severally.

### **1.6 Contra Proferentum**

In the interpretation of the Lease no rules of construction shall apply to the disadvantage of one party on the basis that such party put forward the Lease or any part thereof.

## **2. Preservation of Native Title Rights**

### **2.1 The parties acknowledge that;**

- (a) The Yawuru People are the common law holders of exclusive possession and occupation native title rights and interests over the area of the premises in accordance with the Further Consolidated Amended Orders and Determination (as amended by the orders of French J made 23 November 2006, 30<sup>th</sup> April 2007 and 9<sup>th</sup> May 2007 and Branson, North and Mansfield JJ made 18<sup>th</sup> July 2008) in Sebastian and State of Western Australia Federal Court WAD 6006 of 1998 and WAD 223 of 2004 .
- (b) Subject to subclause c, the grant of the lease is subject to the co-existence of the Yawuru People's exclusive possession and occupation native title rights and interests with the rights and interests of the lessee under this Lease.
- (c) The rights and interests of the Lessee prevails for the term/s under this Lease to the extent of any inconsistency with the Yawuru People's exclusive



possession and occupation native title rights and interests which will be subordinate for the term/s of the Lease but will continue to exist and will not be extinguished.

- 2.2** The parties agree that they will use their best endeavours to negotiate and finalise a binding memorandum of understanding in part/s between the Indigenous Land Corporation, the Lessor, the Lessee and the Yawuru Native Title Holders Aboriginal Corporation in relation to the co-existence and concurrency of the respective rights of the Yawuru People and the Lessee including but not limited to the establishment of an implementation Committee to annually review operational plans (including Capex) for the premises, training opportunities and targets for the Yawuru particularly in relation to the development of managerial capacity and involvement in business opportunities and other relevant matters within one year of the date of execution of this lease.

### **3. Reservation to Lessor**

#### **3.1 Creation of Interests in land**

Subject to the consent of the Minister for Lands and the provisions of the *Land Administration Act 1997 (WA)*, the lessor reserves the right to create any interest in respect of the Land, except that the lessor may not create an interest that would:

- (a) Unreasonably, unnecessarily or substantially interfere with the lessee's use or occupation of the Premises; or
- (b) Unreasonably, unnecessarily or substantially derogates from the enjoyment of the rights conferred on the lessee by the Lease.

- 3.2** The lessor shall give the Lessee at least 6 months written notice (unless the lessee advises the lessor in writing that it requires 12 months' notice, in which case the lessor must agree to give 12 months' notice to the lessee) of its intention to create any interest in respect of the land pursuant to subclause 3.1 and shall fully compensate the Lessee for any impact on lessee's permitted uses of the Premises. Any dispute under this clause will be dealt with under clause 24.7

### **4. Exclusion of the implied covenants and powers**

#### **4.1 Statutory Exclusions**

The covenants and powers implied by the *Transfer of Land Act 1893 (WA)* do not apply to this Lease and are not implied in this Lease unless expressly included.

#### **4.2 Whole Agreement**

The provision contained in the Lease expressly or by statutory implication covers and comprises the whole of the terms of the Lease between the parties but without derogating from the rights of the parties under any collateral or other agreement between the parties.

#### **5. Manner of requesting and providing consent under lease**

Where the lessee is required under the Lease to request the consent or approval of the lessor, such request shall be in writing and the consent or approval:

- (a) must be given or refused in writing;
- (b) may be given unconditionally or subject to reasonable conditions; and
- (c) may not be refused or delayed unreasonably.

#### **6. Lessor's powers of entry to be exercised reasonably**

Except in the case of emergency, the lessor shall exercise a power of entry under the Lease only at reasonable times, upon reasonable notice and in the company of representative of the lessee (which the lessee must provide when requested by the lessor), and without causing undue interference with the use or occupation of the premises by the lessee.

#### **7. Grant and term of lease**

##### **7.1 Grant and Term**

The lessor hereby leases the Premises to the lessee subject to the covenants and agreement for the term commencing and terminating on the dates set out in Item 3.

##### **7.2 Option to Extend**

- (a) If the lessee intends to take a lease of the premises for the Further Term commencing and terminating on these dates set out in Item 3, it shall give the lessor notice of such intention not more than six (6) months and not less than three (3) months before the termination date of the Lease.
- (b) Where at the termination date of the Lease there is no subsisting breach of the Lease by the lessee notice of which has been given by the lessor, the lessor must, after receipt of a notice under clause 7.2(a), lease the premises to the lessee for the Further Term
- (c) The lessee shall be deemed not to be in default under the Lease for the purposes of clause 7.2(b) if after having received notice of default the lessee is



taking reasonable steps to rectify such default within the period set out in the notice.

- (d) The provisions of the lease for the further term shall be the same as those of the Lease except that this clause will be omitted from the lease of the further term.

### **7.3 Holding over**

If the lessee continues to occupy the premises after the end of the Lease with the consent of the lessor, it will do so as a tenant from month to month. The terms of the Lease will apply to the tenancy as far as they may be applicable. Either the lessor or the lessee may end the tenancy by one month's notice to the other, expiring at any time.

## **8. Rent**

The lessee must pay the lessor the rent, on presentation of a correctly rendered Tax Invoice, set out in Item 3 for the term of the Lease:

- (a) by quarterly instalments in advance with the first instalment payable on the Commencement Date;
- (b) at the place and in the manner notified by the lessor in writing at any time or in the absence of that direction, at the address specified in Item 2;
- (c) without deduction or abatement; and
- (d) without demand from the lessor.

## **9. Review of Rent**

### **9.1 Market Rent review**

#### **(a) Review**

On each market review date set out in Item 3 the rent for the time being reserved under this Lease is to be reviewed to the then current market rental in relation to the rent payable for the rental period commencing on the relevant market review date.

#### **(b) Notice of Review**

The lessor must give the lessee a notice specifying an amount which is in the opinion of the lessor would be the current market rent of the Premises on the relevant market review date.



**(c) Rejection Notice**

- (i) If the lessee disagrees with the current market rent proposed pursuant to clause 0 and gives notice to the lessor within 14 days after the notice is given to it then the dispute will be referred to a valuer(s) under clause 9.1(d) to determine the current market rent of the Premises on the relevant market review date.
- (ii) If the lessee does not object to the amount specified by the lessor within 14 days after the notice is given to it then the lessee will be deemed to have accepted the amount specified as the current market rent payable from the relevant market review date.

**(d) Determination by valuer**

The current market rent of the Premises is to be determined by a Valuer appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either the lessor or the lessee:

- (i) having regard to the terms of this Lease;
- (ii) assuming the lessee and the lessor have complied with all the terms of this Lease;
- (iii) assuming the lessor is a willing but not an anxious landlord and the lessee is a willing but not an anxious tenant and that the lessee is being offered the Premises with vacant possession;
- (iv) having regard to the current rental value of premises similar to the Premises; and
- (v) having regard to all other relevant valuation principles

**9.2 Valuer as expert**

In determining the current market rent, the appointed valuer is to act as an expert and not an arbitrator and the appointed valuer's determination is conclusive and binding on the lessor and the lessee.

**9.3 No reduction of Rent**

Notwithstanding any other provision of this clause 9, on a review date under this clause 9, the rent is not to be reduced below that payable immediately prior to the relevant review date.

#### **9.4 Failure to notify review**

Any failure by the lessor to notify the lessee prior to each of the relevant market review dates of the intention of the lessor to review the rent shall not prejudice the right of the lessor to review the rent or have the rent reviewed retrospectively provided that the review does not occur later than 6 months after the relevant market rent review date.

#### **9.5 Date for commencement of reviewed Rent**

The new rent shall be payable and paid at the new rate from and including the relevant review date irrespective of when the reviewed rent is agreed or determined.

#### **9.6 Costs**

All costs incurred in the valuation and determination of the reviewed rent shall be paid by the parties equally.

#### **9.7 Payment of Rent pending review**

- (a) Until the determination of rent has been made the lessee will pay rent to the lessor at the existing rate until the market rent dispute is determined;
- (b) any variation in rent as the result of any review under clauses 3.4 and 3.5 will take effect on the review date;
- (c) within 14 days of the determination, the lessor will refund any overpaid rent or the lessee will pay any shortfall in rent payable prior to the review date.

### **10. Outgoings**

#### **10.1 Lessor's obligation to pay outgoings**

The lessor must pay the outgoings specified in Item 5(a) when due and payable.

#### **10.2 Lessee's obligation to pay outgoings**

The lessee must pay the outgoings specified in Item 5(b) when due and payable.

### **11. Yielding up**

#### **11.1 Yield Up**

Subject to fair wear and tear, the lessee must forthwith upon the termination or sooner determination of this Lease yield up to the lessor the premises in good repair, clean condition, tidy and free from rubbish.



## **11.2 Lessee's Fixtures**

The lessee shall not be entitled to remove the Lessee's Fixtures or any improvements carried out by the lessee in accordance with the Life Cycle Asset Plan at the termination of the Lease.

## **11.3 Chattels**

The lessee must on or before the termination of the Lease remove the Chattels from the Premises and make good any damage caused to the premises by such removal unless otherwise agreed by the parties.

## **12. Lessor's Rights**

### **12.1 Lessor's Rights**

Notwithstanding any rule of law or of equity it is expressly agreed that the lessor shall not be entitled to re-enter forfeit terminate or determine the Lease, unless the lessee shall be in default under this Lease in the circumstances referred to in sub-clause 12.3.

### **12.2 Preservation of the Lessor's Rights**

Nothing in the clause 12 shall limit restrict or prejudice the lessor's right:

- (a) to claim damages in respect of any such default or breach or failure to observe or perform any of the covenants obligations or conditions of this Lease;
- (b) to claim specific performance of any of the covenants, obligations or conditions of this Lease;
- (c) to seek an injunction restraining the lessee from continued or future default or breach in respect of any of the covenants, obligations or conditions of this Lease; or
- (d) against the lessee otherwise at law or in equity.

### **12.3 Default**

The lessee shall be in default under the Lease if:

- (a) the rent or any money payable by the lessee is unpaid for 21 days after written notice is given to the lessee;
- (b) the lessee fails to comply with any of the covenants of this Lease within 21 days of being requested so to do by notice in writing by the lessor;



- (c) if the lessee ceases or threatens to cease to carry on business;
- (d) if the lessee is a company:
  - (i) an order is made or a resolution is made for its winding up except for reconstruction or amalgamation;
  - (ii) if the company enters into a composition or a scheme of arrangement;
  - (iii) the company is unable to pay its debts when due;
  - (iv) receiver or receiver and manager or controller (as defined in the Corporations Law) is appointed in respect of any part of the property of the company.

#### **12.4 Forfeiture of Lease**

Subject to giving any prior demand or notice required by any Law if the lessee defaults as specified in clause 12.3 the lessor may (but without prejudicing any other rights of the lessor in law or equity consequent on the lessee's breach):

- (a) re-enter and take possession of the Premises and eject the lessee and all other persons and this Lease will terminate; or
- (b) by notice to the lessee, terminate this Lease from the date of giving the notice.

#### **12.5 Tender after termination**

In the absence of any election by the lessor, any money tendered by the lessee after termination and accepted by the lessor will be applied:

- (a) firstly, on account of any unpaid rent and other money due under this Lease at the date of termination; and
- (b) secondly, on account of the lessor's costs of re-entry.

### **13. Lessor may rectify**

#### **13.1 Lessor may rectify**

Subject to the other provisions of the Lease, the lessor may rectify a breach by the lessee of any provision of the Lease.

### **13.2 Lessee to Pay Lessor's Costs and Expenses**

The lessee must within one month of being requested so to do by notice from the lessor pay the reasonable costs and expenses for which the lessor becomes liable or which the lessor suffers or incurs as a consequence of or in connection with a breach of the Lease by the lessee including but not limited to the cost and expense incurred by the lessor in rectifying such breach.

### **13.3 No Derogation**

Sub-clauses 14.1 and 14.2 shall not operate to limit or derogate from the lessee's rights under the other provisions of the Lease or at law or in equity.

### **13.4 Remedies Cumulative**

The rights granted to the lessor under sub-clauses 14.1 and 14.2 shall be in addition to and not in substitution for the lessor's rights under the other provisions of the Lease or at law or in equity.

## **14. Ownership of Lessee's Fixtures**

### **14.1 Ownership of Lessee's Fixtures**

The Lessee's Fixtures remaining at the termination date of the Lease shall become the property of the lessor without payment of compensation upon being erected or installed in or on the premises or upon the Land.

### **14.2 Removal and Replacement of Fixtures.**

The lessee shall be entitled to remove or replace the Lessee's Fixtures during the term of the Lease except where such removal is inconsistent with the Life Cycle Asset Plan.

## **15. Permitted Use**

### **15.1 Permitted Use**

The lessee may use the land only for the purpose specified in Item 4 of the Reference Schedule.

### **15.2 Illegal Use etc**

The Lessee shall not use the premises for;

- (a) any immoral purpose; or
- (b) any purpose prohibited by law; or

- (c) any purpose not permitted by, or which is inconsistent with, the terms of any Lease under the *Land Administration Act 1997* (WA).

### **15.3 Lessee's own Enquiries**

The lessor does not warrant that the premises are suitable for the Permitted Use.

### **15.4 Lessee's own Enquiries**

The lessee acknowledges that before entering into the Lease it inspected the Premises and that in entering into the Lease it relies upon its own enquiries in relation to the Premises and accepts the premises in their present condition and state of repair and with all defects whether latent or patent.

### **15.5 Lessee not to create danger or nuisance**

The lessee must not do or omit to do or permit any act on or about the premises that may:

- (a) damage or render dangerous, untidy or unclean the Premises or any land or premises adjoining or surrounding the Premises; or
- (b) constitute a nuisance at law or a danger to the owners or occupiers of land or premises adjoining or surrounding the Premises.

### **15.6 Licences and Approvals**

The lessee is to take out and at all times keep current all conditions required by law, licences, permits and approvals required to carry on the Permitted Use specified in Item 4.

## **16. Repair and Maintenance**

### **16.1 Lessee to Repair and Maintain**

- (a) Subject to fair wear and tear, the lessee must during the term of the Lease keep and maintain the Premises and the Lessee's Fixtures and property including but not limited to all residences on the Premises in good repair and in their condition at the beginning of this Lease as recorded in the Life Cycle Asset Report.
- (b) The Lessee must repair defects and damage to the Premises caused by an act, omission, negligence or default of the lessee.



## **16.2 Capital and Structural Works**

Subject to the Special Conditions, the lessee's obligation under sub-clause 16.1 shall, without limiting the generality of that sub-clause, include the obligation to carry out work of a capital or structural nature.

## **16.3 Cleaning**

The lessee must keep the Premises clean and tidy and free from dirt, rubbish, garbage, debris, weeds, vermin, rodents, pests, and diseases.

## **16.4 Fire control**

- (a) The lessee must undertake controlled burns of the country in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) The lessee must maintain adequate fire breaks on the Premises to reduce impact of bushfires.

## **17. Additional Lessee Covenants**

### **17.1 Fencing**

Subject to the Special Conditions, the lessee shall at its own cost and expense and in a proper and workmanlike manner:

- (a) repair and maintain any boundary and subdivisional fences existing on the land at the date of commencement of the Lease in accordance with clause 16.1;

### **17.2 New Fencing**

Subject to the Special Conditions, the lessee must obtain the prior written consent of the lessor to the construction of new fences and new fences in new locations. Any application for consent must be accompanied by details of the proposed location of the fence and details of the construction of the fence. If the lessor consents to the construction of the new fence, then the lessee must construct the fence in accordance with the lessor's consent.

### **17.3 Lessee to Comply with Laws**

The lessee must comply with all Laws affecting the Land or the way the lessee uses the Land. The lessee, at its own cost, is to carry out any alterations, additions and repairs (including but not limited to structural alterations, additions and repairs ) to the Land required by any Law or any notices given under any Law if their necessity had been caused by either the lessee or the way the lessee has used the Land.

#### **17.4 Laws in relation to use and occupation**

Without limiting the generality of clause 17.3, it is an express condition of this Lease that the lessee shall at all times observe all Laws in relation to use, occupation, development or building upon the Land or the carrying out of any renovation, refurbishment, repair, alteration, or other work to the Premises or on the Land and shall comply with all notices issued in pursuance thereof as though the lessee was the freehold owner of the Land.

#### **17.5 Pest and Noxious Weed Control**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations, the lessee must take all reasonable steps to keep the land free of rabbits, feral camels, foxes and other vermin, and noxious weeds, prohibited shrubs and vegetation, and comply with all Laws relating to them.

#### **17.6 Infectious Diseases**

Subject to such similar obligations under the Head Lease (as renewed from 1 July 2015) and without any further increase in the Lessee's obligations:

- (a) The lessee must give notice of all infectious illnesses to humans and livestock to the lessor and all relevant public authorities as required by Law.
- (b) The lessee must, at its own cost, comply with all requirements of all public authorities under any Law regarding fumigation, disinfection, eradication and prevention of such diseases. The lessee must also comply with requirements of all Laws regarding the quarantining of stock.

#### **17.7 Livestock**

The lessee must maintain quality and marketable breeds of livestock on the premises which shall be managed in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.

#### **17.8 Timber and Vegetation.**

The lessee must not clear any timber and vegetation on the premises except for the purposes of the maintenance or construction of fencing..

#### **17.9 Quotas, Licences and Permits**

The lessee must do all things reasonably necessary to ensure that any quota, licence or permit now or in the future in relation to the Land or any activity on the Land is preserved.



#### **17.10 Ecologically Sustainable Rangelands Monitoring Plan**

The Lessee agrees that it shall undertake the development of the Roebuck Plains Ecologically Sustainable Rangelands Monitoring (ESRM) station management plan jointly with the Yawuru Indigenous Protected Area (IPA) team for the identification of the cultural, ecological, social and economic values on the premises.

The Lessee agrees that it will work with the IPA team also in accordance with the IPA Plan of Management to ensure the adaptive management strategies contained therein are implemented in accordance with mutually agreeable budget and resource allocation.

#### **18. Lessor's Powers of Entry**

##### **18.1 Compliance by lessor with requirements of competent authority**

Subject to giving the lessee reasonable notice the lessor may enter the premises for the purpose of complying with any requirement of a competent authority or with any requirements of any Law where the lessee is not obliged under this Lease to comply with the requirements of the Law.

##### **18.2 Lessor May Enter to View the Land**

Subject to giving the lessee seven days' notice, the lessor or any person authorised by the lessor, may enter the Premises and view the state of repair and condition of the Land. The lessor may notify the lessee of any defects and require the lessee to remedy them as required by the Lease within a reasonable time.

##### **18.3 Lessor may enter for the purposes of IPA land management work**

The Lessor or any person authorised by the Lessor may enter onto the premises for the purpose of carrying out on ground works under the IPA Plan of Management

#### **19. Quiet enjoyment**

Subject to complying with the provision of the Lease, the lessee may peaceably possess and enjoy the premises for the term of the Lease without any interruption or disturbance from the lessor except where such interruption or disturbance is permitted by other provisions of the Lease or by law.

#### **20. Lessee to effect insurance**

##### **20.1 Lessee to Insure Improvements**

Subject to the Special Conditions, the lessee must at its cost insure and keep insured during the term of the Lease the Premises for not less than their full replacement or reinstatement value against loss, damage or destruction from any insurance risk



against which the lessee is reasonably required to insure by the lessor from time to time including but not limited to loss, damage or destruction from fire, explosion, cyclone, storm, tempest, lightning, wind, hail, earthquake, water, smoke, sprinkler leakage, flood, riot, civil commotion, malicious damage, impact by vehicles or aircraft, objects falling from aircraft, theft and vandalism.

## **20.2 Public Liability Insurance**

- (a) The lessee must at its cost effect and keep current in relation to the premises during the term of the Lease a public risk insurance policy for an amount insured in respect of each occurrence of at least twenty million dollars (\$20,000,000.00).
- (b) Such a policy must be with an insurer approved by the lessor, and must note the interests of the lessor.

## **20.3 Workers' Compensation Insurance**

The lessee is required to maintain appropriate Workers' Compensation Insurance.

## **20.4 Certificate of Currency**

A Certificate of Currency is to be provided to the lessor on renewal of the policy each year for each of the policies described in clauses 20.1, 20.2 and 20.3.

## **21. Lessee to release and indemnify lessor**

### **21.1 Indemnity**

The lessee releases to the full extent permitted by law and indemnifies and shall keep indemnified the lessor from and against all actions, claims and demands made against the lessor in respect of any damage to or loss of property, personal injury or death sustained in or in connection with the Premises or the lessee's use or occupation thereof.

### **21.2 Lessor's negligence**

Sub-clause 21.1 shall not apply in respect of damage, loss, injury or death caused by a wilful or negligent act or omission of the lessor.

## **22. Notices**

### **22.1 Method**

A notice given by a party under the Lease must be in writing and hand delivered or sent by pre-paid ordinary or certified post to the other party at the address set out in

Item 2 unless and until a party gives notice to the other of another address for the giving of notices.

#### **22.2 Date of Service**

Any notice given by post shall be deemed to have been duly given on the second day after the day it was posted.

#### **23. Costs, Stamp duty and registration**

##### **23.1 Legal costs**

The parties shall pay their own legal costs and expenses in relation to this Lease.

##### **23.2 Duty and Registration Fees**

The lessor shall pay any duty payable on this Lease, the cost of producing any title at the Land Titles Office of Western Australia to enable registration of the Lease and the cost of registration.

##### **23.3 Consent and Approval Fees**

- (a) The grant of this Lease is subject to and conditional upon the consent of the Minister under section 18 of the LAA.
- (b) Where under this Lease the doing or executing of any act, manner or thing by the lessor or the lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.
- (c) The lessor must obtain the Ministers consent to this Lease.
- (d) The lessee must pay the reasonable legal costs and expenses which the lessor incurs in consequence of or in connection with granting its approval or consent under the Lease.

##### **23.4 Parties Responsible For Own Costs**

Whenever a party is required under the Lease to do any act, the doing of such act shall, unless the Lease otherwise provides, be at the sole risk and expense of that party.



### **23.5 Changes to sublease**

The lessee must pay the costs for the preparation, negotiation and execution of any variations to this Lease agreed by the parties during the term or any further term of this Lease.

## **24. Head Lease**

### **24.1 Inclusion of terms of Head Lease**

Except as to the Term and the Rent and otherwise herein expressly or by necessary implication excepted or modified, this Lease is made upon the same terms as the Head Lease which shall apply *mutatis mutandis* as between the lessee and the lessor as if the terms, agreements, covenants and conditions of the Head Lease were expressly set out herein as an exception to this clause

### **24.2 Lessor to observe the Head Lease**

The lessor covenants with the lessee to comply with and observe all the terms agreements covenants and conditions of the Head Lease.

### **24.3 Termination of Head Lease**

If the Head Lease is terminated for any reason whatsoever then this Lease shall also terminate simultaneously with the termination of the Head Lease and the Head Lessor shall be entitled to enter into possession of the Premises and the lessee shall have no claim whatsoever against the Head Lessor.

### **24.4 Assignment & Subletting**

- (a) The lessee must not, without the prior written consent of the lessor (which consent must not be unreasonably withheld or delayed) or, without limiting the generality of section 18 of the LAA, without the prior written consent of the Minister:
  - (i) part with possession of, share possession of or sublet the Premises; or
  - (ii) mortgage, charge or in any way encumber the lessee's estate or interest in the Premises or its rights and powers as lessee under this Lease; or
  - (iii) dispose of, deal with, or assign its estate or interest in the Premises or its rights and powers as lessee under this Lease; or
  - (iv) otherwise deal with any interest whatsoever in the Premises or the lessee's estate or interest under this Lease.



- (b) Any consent of the Minister under clause 24.4(a) may be subject to such terms and conditions as the Minister in its absolute discretion may impose.
- (c) For the purposes of clause 24.4(a)(iii) where the lessee is a corporation ( not being a corporation where shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 50 of the Corporations Law) in the corporation or any related body corporate (within the meaning of section 50 of the Corporations Law) shall be deemed to be an assignment of the Premises and the benefit of this Lease and must require prior approval in writing of the Minister.
- (d) The lessee acknowledges:
  - (i) the provisions of section 18 of the LAA relating to the lessee's obligation to obtain the Minister's prior written approval to deal with any interests in the Premises or the lessee's interest in this Lease; and
  - (ii) the Minister may, before giving approval under section 18 of the LAA, in writing require:
    - (A) such information concerning the transaction for which approval is sought as the Minister specifies; and
    - (B) information furnished in compliance with this clause to be verified by statutory declaration.
- (e) The provisions of sections 80 and 82 of the *Property Law Act 1969* (WA) are hereby excluded.

#### **24.5 Waiver negatived**

No waiver by the lessor of a breach of any provision on the part of the lessee in this Lease shall operate as a waiver of another provision in the Lease and the lessor's failure to take advantage of or act upon any breach on any provision on the part of the lessee shall not be or be construed as a waiver thereof.

#### **24.6 Partnership negatived**

Nothing contained in this Lease shall be deemed or construed by the parties, nor by any third party as creating the relationship of a partnership or of principal and agent or joint venture between the parties to this Lease.

#### **24.7 Dispute resolution**

- (a) Any dispute arising under clause Error! Reference source not found. as to the compensation payable to the lessee is to be determined by a properly

qualified member of the Australian Property Institute appointed by the president at the request of either the lessor or the lessee.

- (b) In making a determination, the appointed member must act as an expert and not as an arbitrator.
- (c) The appointed member must make a written determination containing reasons as soon as possible after appointment, but the member must give each party the opportunity to make written submissions.
- (d) The cost of the determination must be paid by both parties in equal shares unless otherwise decided by the member.

## **25. GST**

### **25.1 GST payable**

The lessee must pay to the lessor any GST payable by the lessor in accordance with the requirements of the GST Act. Such payments are to be made by the lessee prior to the date for payment of the GST by the lessor or on the dates for the payment of Rent, and other moneys payable under this Lease whichever is the earlier.

### **25.2 GST exclusive**

Any Rent or other payment obligation stated or referred to in this Lease does not include GST unless it is expressly included and GST must be paid in addition to that Rent or payment obligation. Unless GST is expressly included, the consideration for any supply by the lessor to the lessee is increased by an amount equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of that supply.

### **25.3 Tax invoice**

If registered for GST, the lessor must provide to the lessee a GST tax invoice as required by the GST Act.

### **25.4 Definitions**

**In this clause/s**

**GST** means a goods and services tax payable under the GST Act or which is or may be levied or assessed or become payable in respect of Rent, Outgoings or in connection with the supply of the Premises or any goods, services, facilities or other things by the Landlord to the Tenant under this Lease or any extension, renewal or holding over;

**GST Act** means *A New Tax System (Goods and Services) Act 1999 (Cth)* and transitional and amending and associated acts and regulations;

**26. Special Conditions**

Special Conditions in the Reference Schedule apply to this Lease and this Lease is granted subject to and conditional upon those Special Conditions. In the event of an inconsistency between this Lease and the Special Conditions, the Special Conditions are to prevail.

**EXECUTED by the parties as a Deed**

Executed by National Indigenous Pastoral )  
Enterprises Pty Ltd (ABN 28 108 266 548) )  
in accordance with section 127 of the )  
*Corporations Act 2001* in the presence of: )  
)  
)

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Company Secretary

\_\_\_\_\_  
Name of Director

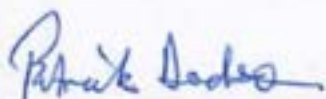
(BLOCK LETTERS)

\_\_\_\_\_  
Name of Director/Company Secretary

(BLOCK LETTERS)



Executed by NYAMBA BURU YAWURU PTY LTD (ACN 137 )  
306 917) in accordance with section 127 of the )  
Corporations Act 2001 in the presence of: )  
)  
)  
)  
)



Director



Director/Company Secretary



Name of Director

(BLOCK LETTERS)



Name of Director/Company Secretary

(BLOCK LETTERS)

## Reference Schedule

### Item 1 –Description of land

The land in the following Certificates of Title:

Crown lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197

### Item 2 – Address for Service of Notices

<b>Lessor's address:</b>	Nyamba Buru Yawuru Ltd  55 Reid Road Broome WA 6725] [PO Box 425 Broome WA 6725
<b>Lessee's address:</b>	National Indigenous Pastoral Enterprises Pty Ltd Level 7 121 King William Street ADELAIDE SA 5000 (PO Box 652 Adelaide)

### Item 3 – Term / commencement Date / Termination Date / Option Term

By Deed of Grant dated the 1<sup>st</sup> September 2014 the Lessor agreed to grant a Sublease to the Lessee commencing immediately upon the effective renewal of the Head lease provided that the Term of the Sublease was to be reduced by 12 months:

<b>Term:</b>	7 years
<b>Commencement Date:</b>	<u>1 July 2014</u>
<b>Terminating Date:</b>	<u>30 June 2015</u>
<b>New Lease term Commencement Date:</b>	<u>1 July 2015</u>
<b>New Lease term Termination Date:</b>	<u>30 June 2021</u>
<b>Further Term:</b>	<u>8 years</u>
<b>Further Term Commencement Date:</b>	<u>1 July 2021</u>
<b>Terminating Date of Further Term:</b>	30 June 2029
<b>Rent:</b>	[\$340,000 per annum (exclusive of GST)
<b>Market review dates:</b>	1 <sup>st</sup> July 2016, 1 <sup>st</sup> July 2019, 1 <sup>st</sup> July 2021, 1 <sup>st</sup>

July 2024, 1<sup>st</sup> July 2026**Item 4 – Permitted Use**

Pastoral activities only consistent with the Head Lease (and as renewed from 1 July 2015) terms and conditions in force for the duration of this Lease and for pastoral purposes pursuant to Section 106 of the LAA.

**Item 5 – Outgoings****27. 5(a) Lessor outgoings**

- Council rates, fixed water Fee,
- Lessor must reimburse the lessee for insurance premiums related to buildings and improvements owned by the lessor taken out by the lessee pursuant to clause 20.1.

**5(b) Lessee outgoings**

- All outgoings other than the Lessor outgoings.
- Lessee must also pay:
  - » Pastoral Lease annual rental;
  - » All services separately metered to the property;
  - » All stock and domestic water charges (except for fixed licence fees);
  - » All waste disposal charges;
  - » Any other utilities or consumables used or consumed on the Property; and
  - » Other rates, charges imposed directly on the Property, the lessee's pastoral operations, lessee's property and the lessee's occupation of the Property.



## **Item 6 Special Conditions**

### **1. Stocking**

- (a) It is agreed by the lessee that the Premises will be stocked with quality and marketable breeds of cattle and at appropriate levels to ensure the sustainable good stewardship of the Premises in accordance with the DAFWA Best Management Practice Guidelines for the Grazing of Cattle in the Northern Pastoral Areas of Western Australia.
- (b) It is agreed by the lessee that the average stocking levels on the property over any three year period will not exceed 18,000 Cattle Units (annualised). A Cattle Unit is as defined by the Pastoral Lands Board.
- (c) It is agreed that the Lessee may use the land for grazing of cattle, horses and other livestock on the land.

### **2. De-stocking at the end of the Lease**

The lessee, subject always to good animal husbandry practice and its obligations under relevant Animal Welfare legislation must, at the termination or sooner determination of this Lease, if so directed by the lessor, fully destock the Premises of all livestock in the control of the lessee. The lessee agrees to grant the lessor the right of first refusal to purchase the livestock at market value (with a period of offer of not less than 60 days to exercise the right).

### **3. Change of Permitted Use of the Premises.**

The lessor reserves the right to allow or deny the Lessee's application for any permits pursuant to Division 5 (Permits) of the LAA. Any consent of the lessor under this special condition may be subject to such terms and conditions as the lessor may in its absolute discretion impose including but not limited to varying the rent and other lease terms and conditions.

### **4. Structure Expenditure - Lessor**

The Lessor will be required during the term and any further term to replace, renew, upgrade and/or make good, all structures on the Premises which have reached the end of their useful life, or require one off major repairs to preserve or extend their useful life. It is acknowledged by the lessor and lessee that several of the existing buildings (namely the training room; trainee accommodation rooms; swimming pool and trainees' recreation room as identified in the plan attached) are an overcapitalisation of the premises for pastoral purposes due to the pastoral training activities currently undertaken by the Lessee. This fact must be considered when assessing the Lessor's obligation to replace, renew, upgrade or make good all structures on the Premises and in which respect such an obligation only arises on the Lessor where such an obligation is reasonable in light of this fact.

If the parties cannot agree on whether a required activity is the Lessor's obligation for Structure Expenditure or a lessee's obligation to maintain, repair, replace, upgrade or make good Structures under this Lease then:

- (a) either party may notify the other party of the dispute in writing and provide written reasons of dispute within 30 days of giving the notice of dispute. The other party must provide a response in writing within 30 days of receipt of the written reasons for dispute;
- (b) the parties must meet to resolve the dispute within 30 days of the written response being provided;
- (c) if agreement is not reached, either party can refer the matter to an independent expert for a decision. If parties cannot agree on an expert then the dispute will be determined by a properly qualified member of the Australian Property Institute who is appointed by the President at the request of either the Lessor or the Lessee and who shall act as an expert.
- (d) both parties agree that the expert's decision is final;
- (e) each party must pay 50% of the expert's costs.

The lessee shall pay for any structural expenditure for a period of three (3) years from the 1<sup>st</sup> July 2014 to the 30<sup>th</sup> June 2017.

#### **5. Structure Expenditure – Lessee**

Special Condition 5 overrides and replaces Special Condition 4 to the extent of any inconsistency between this Special Condition 5 and Special Condition 4.

The lessee will be required to maintain and repair all structures impacted by wear and tear or incidents associated with their operation of or residence at the Premises. In addition, where a structure has naturally reached the end of its useful life, or requires a major one off repairs, upgrade or part replacement to extend or preserve its useful life, and the cost to address this item does not exceed the Structure Repair and Replacement Threshold of \$20 000 (Twenty Thousand Dollars) per year, the lessee is also required to make good the structure or item at its own cost, regardless of the nature of the work for the balance of the term of the Lease from the 1<sup>st</sup> July 2017 and for any further terms. The lessee will also be required, at its cost whether or not the lessee has received proceeds of insurance to repair any structure impacted by an act, omission, negligence or default of the lessee, its agents, employees and/or contractors.

For the avoidance of doubt the Lessee shall pay for any structural expenditure for the premises for a period of three years (3) from the 1<sup>st</sup> July 2014 to 30<sup>th</sup> June 2017 and thereafter for the remainder of the first term and any further term, the lessee shall pay for any structure expenditure not exceeding the Structure repair and replacement of \$20 000 (Twenty Thousand Dollars) per year.



## 6. Further Special Conditions

- (a) The lessee is to provide the lessor each year upon request and no later than the anniversary of the commencement date of the term of this Lease with all essential information associated with pastoral activities on the Premises. In particular and including but not limited to
  - (i) a Station Operational Plan estimates provided annually;
  - (ii) a Station Operational Plan actuals provided annually;
  - (iii) any relevant information procured or utilised by the lessee in the preparation of the Operating Plan including stocking history, soil tests, weed management plan, feral control, water use, weed resistance tests and agronomic advice,
  - (iv) Annual Actual versus Budget cash report as provided annually to the Board of the Indigenous Land Corporation

to the satisfaction of the lessor, acting reasonably.

## 7. Rental Increase For Capital Improvements and Investments during the further term of the Lease.- The Lessee will pay 6.25% of the cost of any mutually agreed capital Improvements and investments to the premises as an increase of rent from the date on which the capital improvements and Investments are made and completed until the date of the next rent review when the value of the capital improvements and investments will be included in the assessment of the review of the market rent for the premises.

- (a) The lessee must promptly submit all required livestock returns to the Pastoral Lands Board as required and must operate the Premises in a manner which is in compliance with the Pastoral Lease Conditions and must not do anything that would lead to the lessor being in breach of the Pastoral Lease Conditions or any other Law.

## 8. Work Health and Safety

The lessee will be required to:

- (a) acknowledge that it has management and control of the Premises for the purposes of the WH&S Laws;
- (b) comply with all its obligations under WH&S Laws;
- (c) have in place appropriate WH&S Systems;
- (d) co-operate with any all relevant authorities and the lessor in relation to compliance issues, hazards or incidents occurring on the Premises; and
- (e) release and indemnify the lessor from and against any damage, expense, loss, liability or claim associated with a breach by the lessee of the lessee's obligations under this Lease.

For the purposes of this Special Condition:



**WH&S Laws** means the Workplace Health and Safety Act 2011 (Cth) and related regulations.

**WH&S Systems** means those safe systems, procedures, standards and policies as prescribed by the relevant State and Commonwealth Laws and Regulations/

**9. Life Cycle Asset Plan**

The lessee must prepare a Life Cycle Asset Plan for the Premises at the lessee's cost for the term/s of the Lease to assist the parties in planning for the capital expenditure required during the term/s. The Parties agree to jointly brief the selected expert and jointly attend any on ground assessment on or before the 30th day of June 2015.

The Life Cycle Asset Plan shall record and/or contain details of the current state of assets on the premises, including an inventory and description of the assets, their location and those critical assets to the sustained performance of the premises, an assessment of their condition, an assessment of remaining useful life and a determination of asset values and replacement costs and an assessment of the costs of one off replacements of assets.

**10. Annual Meetings**

The parties must meet at the end of the wet season or at such other times during the year as the parties may otherwise agree to discuss the operations of the premises under the Permitted Uses and any future use proposals, employment and training opportunities, the Life Cycle Asset Plan, structure expenditure and any other relevant matters.

**Mundy, Leah**

---

**From:** Nguyen, Tri  
**Sent:** Monday, 1 December 2014 5:50 PM  
**To:** Mundy, Leah  
**Cc:** Fiedler, Beth  
**Subject:** FW: Draft letter to Department of Lands from NBY as proposed purchaser.  
**Attachments:** Internal memo to NIPE directors - 01.12.14.doc; Terms sheet - divestment of Roebuck Plains Station.pdf; Board-386 (revised 03.09.14).pdf

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Leah,  
Please keep an eye out for the sublease docs.  
When they arrive please bundle them up along with my memo and two attachments (Board Decision 386 & Term Sheet).  
Then send them to Beth for her to arrange for the NIPE directors to sign.

Beth,  
I suggest at the meeting they simply refer to my memo and then resolve to:

1. To enter into a sublease with NBY; and
2. To sign the sublease.

Cheers  
Tri

---

**From:** Rodney Nichole [mailto:rodney.nichole@yawuru.org.au]  
**Sent:** Monday, 1 December 2014 2:48 PM  
**To:** Nguyen, Tri; Alderton, Kate  
**Cc:** Fiedler, Beth; Mundy, Leah  
**Subject:** RE: Draft letter to Department of Lands from NBY as proposed purchaser.

Tri yes I sent to the Adelaide office on Friday by registered mail.

regards

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney@yawuru.org.au](mailto:rodney@yawuru.org.au)



---

**From:** Nguyen, Tri [mailto:Tri.Nguyen@ilc.gov.au]  
**Sent:** Monday, 1 December 2014 9:06 AM  
**To:** Alderton, Kate; Rodney Nichole

Cc: Fiedler, Beth; Mundy, Leah

**Subject:** RE: Draft letter to Department of Lands from NBY as proposed purchaser.

Hi all,

I have copied Beth in as she will be able to assist with the availability of NIPE directors. **Beth**, this relates to the sublease between NBY to NIPE for Roebuck Plains Station. We need NIPE directors to execute it.

My understanding is that the relevant NIPE directors should be present at the 17<sup>th</sup> Dec meeting so it can be executed then. However we can try to send it to individual directors as soon as we receive it but as they are spread out it makes it a bit of a logistical issue.

An alternative is for NBY to send the half executed and state that it will be fully executed on or about December 17<sup>th</sup>.

Leah,

Please let me know as soon as you have received hard copies of the executed sublease from NBY. **Rodney**, I assume you have sent it to our Adel office?

Cheers

Tri

---

**From:** Alderton, Kate

**Sent:** Monday, 1 December 2014 11:58 AM

**To:** Rodney Nichole

**Cc:** Nguyen, Tri

**Subject:** RE: Draft letter to Department of Lands from NBY as proposed purchaser.

**Importance:** High

Hi Rodney

I have reviewed the draft letter and all to be in order except that the Livestock returns for 2013/14 are only just finalised and are to be lodged with Dept of Lands by ILC Perth office this week.

Further, a summary of livestock class at property management is being prepared as supporting documentation to sublease to satisfy Condition 8.

I think await final executed sublease will be required- Tri – please advise the timing of the executed sublease.

Regards

Kate Alderton

Manager | Western Division

Indigenous Land Corporation

Level 12, Carillon City Office Tower | 207 Murray St, Perth WA 6000

PO Box 7502 Cloisters Square, Perth WA 6850

ph: 08 9420 6300 f: 08 9420 6333

[www.ilc.gov.au](http://www.ilc.gov.au)

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]

**Sent:** Monday, 1 December 2014 8:53 AM

**To:** Alderton, Kate

**Subject:** FW: Draft letter to Department of Lands from NBY as proposed purchaser.

Kate,



**Mundy, Leah**

---

**From:** Nguyen, Tri  
**Sent:** Monday, 1 December 2014 12:10 PM  
**To:** Petty, Barry; Mundy, Leah  
**Subject:** FW: Executed copy of the Sublease Agreement - RPS  
**Attachments:** 28112014084647-0001.pdf

Barry/Leah,  
Please prepare the relevant Landgate registration form for lodgement.  
Thanks  
Tri

-----Original Message-----

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Friday, 28 November 2014 12:27 PM  
**To:** Nguyen, Tri  
**Cc:** Alderton, Kate; Dean Newton; Tony Lee  
**Subject:** FW: Executed copy of the Sublease Agreement - RPS

Tri,

Please see attached a copy of the final and executed Sub Lease Agreement for RPS. The original is to follow in the post.

regards

Rodney Nichole  
General Counsel  
Nyamba Buru Yawuru  
55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e <mailto:rodney.nichole@yawuru.org.au> | w [www.yawuru.org.au](http://www.yawuru.org.au)

-----Original Message-----

**From:** NBY Office 700172 [<mailto:fxscanner@yawuru.org.au>]  
**Sent:** Friday, 28 November 2014 6:47 AM  
**To:** Rodney Nichole  
**Subject:** Scan Data from FX-B19D45

Number of Images: 29  
Attachment File Type: PDF

Device Name: NBY Office 700172  
Device Location:

**Mundy, Leah**

---

**From:** Nguyen, Tri  
**Sent:** Monday, 1 December 2014 11:50 AM  
**To:** Fiedler, Beth; Alderton, Kate  
**Cc:** Mundy, Leah  
**Subject:** RE: Draft letter to Department of Lands from NBY as proposed purchaser.

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Kate/Beth,

NBY have used the NIPE directors signing clause so it has to be signed by the NIPE directors. Commitment to a lease of this size is significant so my sense is that NBY would probably be hesitant to have anyone else other than the directors sign.

In relation to the registration of the sublease, the LTO form can be signed via POA by Barry & Jodie. This form is being prepared by Barry now.

Cheers  
Tri

---

**From:** Fiedler, Beth  
**Sent:** Monday, 1 December 2014 12:15 PM  
**To:** Alderton, Kate; Nguyen, Tri  
**Cc:** Mundy, Leah  
**Subject:** RE: Draft letter to Department of Lands from NBY as proposed purchaser.

Hi All – for your planning, ILC CEO who is the GM of NIPE will only be in the office on Monday next week – he is travelling after that until Friday evening. If Mike can sign and we can get the documents by Friday, he could sign on Sunday/Monday.

NIPE Board meeting will meet here in Canberra on 16<sup>th</sup>. All Directors will be present.

---

**From:** Alderton, Kate  
**Sent:** Monday, 1 December 2014 12:08 PM  
**To:** Nguyen, Tri  
**Cc:** Fiedler, Beth; Mundy, Leah  
**Subject:** RE: Draft letter to Department of Lands from NBY as proposed purchaser.

Tri,

I'm not sure if the Directors would need to sign the Sublease - certainly not all.... I would have thought the sublease should be signed by the powers of attorney for NIPE – is this the CEO?

Kate

---

**From:** Nguyen, Tri  
**Sent:** Monday, 1 December 2014 9:06 AM  
**To:** Alderton, Kate; Rodney Nichole  
**Cc:** Fiedler, Beth; Mundy, Leah  
**Subject:** RE: Draft letter to Department of Lands from NBY as proposed purchaser.

Hi all,

I have copied Beth in as she will be able to assist with the availability of NIPE directors. **Beth**, this relates to the sublease between NBY to NIPE for Roebuck Plains Station. We need NIPE directors to execute it.

My understanding is that the relevant NIPE directors should be present at the 17<sup>th</sup> Dec meeting so it can be executed then. However we can try to send it to individual directors as soon as we receive it but as they are spread out it makes it a bit of a logistical issue.

An alternative is for NBY to send the half executed and state that it will be fully executed on or about December 17<sup>th</sup>.

**Leah**,  
Please let me know as soon as you have received hard copies of the executed sublease from NBY. **Rodney**, I assume you have sent it to our Adel office?

Cheers  
Tri

---

**From:** Alderton, Kate  
**Sent:** Monday, 1 December 2014 11:58 AM  
**To:** Rodney Nichole  
**Cc:** Nguyen, Tri  
**Subject:** RE: Draft letter to Department of Lands from NBY as proposed purchaser.  
**Importance:** High

Hi Rodney

I have reviewed the draft letter and all to be in order except that the Livestock returns for 2013/14 are only just finalised and are to be lodged with Dept of Lands by ILC Perth office this week.

Further, a summary of livestock class at property management is being prepared as supporting documentation to sublease to satisfy Condition 8.

I think await final executed sublease will be required- Tri – please advise the timing of the executed sublease.

Regards

Kate Alderton  
Manager | Western Division  
Indigenous Land Corporation  
Level 12, Carillon City Office Tower | 207 Murray St, Perth WA 6000  
PO Box 7502 Cloisters Square, Perth WA 6850  
ph: 08 9420 6300 f: 08 9420 6333  
[www.ilc.gov.au](http://www.ilc.gov.au)

---

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Monday, 1 December 2014 8:53 AM  
**To:** Alderton, Kate  
**Subject:** FW: Draft letter to Department of Lands from NBY as proposed purchaser.

Kate ,  
Please advise if you have had the opportunity to look at this draft letter now that the Sublease agreement is settled.  
Can we send the letter with the final draft attached or do we await the executed copy from NIPE.



Please advise if you have had the opportunity to look at this draft letter now that the Sublease agreement is settled. Can we send the letter with the final draft attached or do we await the executed copy from NIPE.

regards

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney@nyambaburu.com.au)



**From:** Rodney Nichole  
**Sent:** Monday, 15 September 2014 3:44 PM  
**To:** Alderton, Kate  
**Cc:** Nguyen, Tri  
**Subject:** Draft letter to Department of Lands from NBY as proposed purchaser.

Kate we refer to our meeting last week and attach our proposed draft letter to DOL for your review and comments

Dear Sir,

***Roebuck Plains Station – Pastoral Lease PL 3114/499 and Crown Lease CL 506-1997- Permission to Sell Approval.***

We refer to your letter dated the 27<sup>th</sup> August 2014 to the ILC in which you advised that Ministerial Approval was granted in accordance with Section 18 and 134 of the Land Administration Act 1997 (LAA) to sell /dispose of the Pastoral Lease to Nyamba Buru Yawuru Ltd ("NBY").

In relation to the conditions 3 to 14 in the letter :

1. NBY acknowledges that it is aware of the proposed legislative amendments to the LAA and the requirements as specified in condition 3.
2. NBY acknowledges that it is fully aware of and agrees to abide with Part 7 of the LAA in respect of pastoral leasing and Parts 9 and 10 in respect of compulsory acquisition of interests in condition 4 and the provisions of the Soil and Conservation Act in Condition 5.
3. NBY advises that at least 50% of Australian Equity and control will be maintained during the tenancy of the lease (as per condition 6) and that pursuant to Section 136 of the LAA a transfer of the lease to it will not result in land imputed to persons in excess of 500,000 hectares. NBY also acknowledges that a concentration of ownership in excess of 500,000 hectares will require ministerial consideration as to a determination whether such transfer would not result in so great a concentration of control to be against the public interest.(as per condition 7).
4. Please find attached proposed sublease agreement of the lease from NBY as lessor to ILC as sublessee . (Please also attached details of proposed management pursuant to Part 7, Division 4 of the LAA – ILC to provide.)(as per condition 7)

5. By Deed of Grants and pursuant to Section 191D(1) of the ATSI Act, the Indigenous Land Corporation ( "ILC") granted and will transfer its legal and equitable interest in the land in 276,182ha land known as Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197, Water Licences and chattels otherwise known as Roebuck Plains Station (as per Condition 8 and 9).
6. NBY acknowledges being provided with a copy of the Rangeland Condition Assessment dated 3<sup>rd</sup> October 2013 and further acknowledges the contents of the report (as per condition 11).
7. NBY acknowledges that that the lease for Roebuck Plains Station and will be renewed after expiry on the 30<sup>th</sup> June 2015 subject to satisfaction of the conditions specified in condition 12.
8. NBY acknowledges that Lot 524 on Deposited Plan 72594 is to be surrendered for the future relocation of Broome International Airport (as per condition 13).
9. By Deed of Grant and pursuant to Section 191D(1) of the ATSI Act, the Indigenous Land Corporation ( "ILC") granted and will transfer its legal and equitable interest in the Section 79 leased land known as Lot 382 on Plan 193561 – Crown Lease J-298931 – Volume/Folio LR3110/463 and including the Water Licence number GWL153700 and Chattels known as Roebuck Export Depot to NBY . NBY acknowledges that it will apply in writing to the Department of Lands for transfer of the Lease under section 18 of the LAA( as per condition 14)

Please contact me if you require any further information.

Yours faithfully,"

Regards,

**Rodney Nichole (General Counsel)**

55 Reid Road, Cable Beach, Broome.

PO Box 425 | Broome WA 6725

☎ +61 8 91 92 96 00 | 📠 +61 8 91 92 9610

[www.yawuru.org.au](http://www.yawuru.org.au)

---

\*\*\* IMPORTANT - PLEASE READ \*\*\*

*This email and any files transmitted with it are confidential and may contain information protected by law from disclosure. If you have received this message in error, please notify the sender immediately and delete this email from your system. No warranty is given that this email or files, if attached to this email, are free from computer viruses or other defects. They are provided on the basis the user assumes all responsibility for loss, damage or consequence resulting directly or indirectly from their use, whether caused by the negligence of the sender or not*



## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Thursday, 27 November 2014 1:44 PM  
**To:** Alderton, Kate; Cook, Garry; Mundy, Leah  
**Subject:** RE: Emailing: Pastoral Sublease RPS latest Draft - 20th October 2014 - ILC comments - 19 11 14  
**Attachments:** FW: Draft letter to Department of Lands from NBY as proposed purchaser.  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Kate/Garry,  
Just spoke to Rodney. I explained that essentially the ILC is already a guarantor as it is responsible under the PGPA Act to ensure that its subsidiaries are in compliance. He is happy with the doc and won't pursue the guarantee clause. He will recommend that NBY accept the latest version as final.

He enquired about RED and I said it is subject to CEO-NBY Chair discussions but he is on leave at present.

He enquired if the objectives outlined in the MOU once reached will be binding. I said that when the objectives are identified then obviously the parties would reach separate binding agreements in respect of each but that is beyond the current process and at this stage they have not crystallised so it would be hard to elaborate further in the MOU but that he should have a go at improving the current draft if he can.

He sent us a draft of the transfer application letter, have any of you had a chance to review and have any comments (email attached)?

He is keen to progress it.

Leah,  
Please finalise the caveat and transfer in readiness.

Thanks  
Tri

-----Original Message-----

**From:** Nguyen, Tri  
**Sent:** Wednesday, 26 November 2014 8:45 PM  
**To:** 'Rodney Nichole'  
**Cc:** Dean Newton; Alderton, Kate; Cook, Garry  
**Subject:** RE: Emailing: Pastoral Sublease RPS latest Draft - 20th October 2014 - ILC comments - 19 11 14

Hi Rodney,  
Please find attached our comments to the draft sublease and a draft MOU, which is subject to further review by the ILC. It is provided as a preliminary working draft in order to progress this separate aspect of the Term Sheet.

Cheers  
Tri

-----Original Message-----

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Thursday, 20 November 2014 6:54 PM  
**To:** Nguyen, Tri; Alderton, Kate  
**Cc:** Dean Newton  
**Subject:** Emailing: Pastoral Sublease RPS latest Draft - 20th October 2014 - ILC comments - 19 11 14



Tri and Kate,

Please see attached our mark ups and amendments to the latest Draft sublease for RPS.

Happy to discuss and finalise.

Regards,

Rodney Nichole

General Counsel

Nyamba Buru Yawuru

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08  
9192 9606 | f 08 9192 9610 | e <mailto:rodney.nichole@yawuru.org.au> | w

[www.yawuru.org.au](http://www.yawuru.org.au)

Your message is ready to be sent with the following file or link attachments:

Pastoral Sublease RPS latest Draft - 20th October 2014 - ILC comments - 19 11 14

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

regards

**Rodney Nichole**  
**General Counsel**

Nyamba Buru Yawuru Ltd

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08 9192 9606 | f 08 9192 9610 | e [rodney](mailto:rodney@nyambaburu.com.au)



**From:** Rodney Nichole  
**Sent:** Monday, 15 September 2014 3:44 PM  
**To:** Alderton, Kate  
**Cc:** Nguyen, Tri  
**Subject:** Draft letter to Department of Lands from NBY as proposed purchaser.

Kate we refer to our meeting last week and attach our proposed draft letter to DOL for your review and comments

Dear Sir,

**Roebuck Plains Station – Pastoral Lease PL 3114/499 and Crown Lease CL 506-1997- Permission to Sell Approval.**

We refer to your letter dated the 27<sup>th</sup> August 2014 to the ILC in which you advised that Ministerial Approval was granted in accordance with Section 18 and 134 of the Land Administration Act 1997 (LAA) to sell /dispose of the Pastoral Lease to Nyamba Buru Yawuru Ltd ("NBY").

In relation to the conditions 3 to 14 in the letter :

1. NBY acknowledges that it is aware of the proposed legislative amendments to the LAA and the requirements as specified in condition 3.
2. NBY acknowledges that it is fully aware of and agrees to abide with Part 7 of the LAA in respect of pastoral leasing and Parts 9 and 10 in respect of compulsory acquisition of interests in condition 4 and the provisions of the Soil and Conservation Act in Condition 5.
3. NBY advises that at least 50% of Australian Equity and control will be maintained during the tenancy of the lease (as per condition 6) and that pursuant to Section 136 of the LAA a transfer of the lease to it will not result in land imputed to persons in excess of 500,000 hectares. NBY also acknowledges that a concentration of ownership in excess of 500,000 hectares will require ministerial consideration as to a determination whether such transfer would not result in so great a concentration of control to be against the public interest.(as per condition 7).
4. Please find attached proposed sublease agreement of the lease from NBY as lessor to ILC as sublessee . (Please also attached details of proposed management pursuant to Part 7, Division 4 of the LAA – ILC to provide.)(as per condition 7)

5. *By Deed of Grants and pursuant to Section 191D(1) of the ATSI Act, the Indigenous Land Corporation ( "ILC") granted and will transfer its legal and equitable interest in the land in 276,182ha land known as Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197, Water Licences and chattels otherwise known as Roebuck Plains Station (as per Condition 8 and 9).*
6. *NBY acknowledges being provided with a copy of the Rangeland Condition Assessment dated 3<sup>rd</sup> October 2013 and further acknowledges the contents of the report (as per condition 11).*
7. *NBY acknowledges that that the lease for Roebuck Plains Station and will be renewed after expiry on the 30<sup>th</sup> June 2015 subject to satisfaction of the conditions specified in condition 12.*
8. *NBY acknowledges that Lot 524 on Deposited Plan 72594 is to be surrendered for the future relocation of Broome International Airport (as per condition 13).*
9. *By Deed of Grant and pursuant to Section 191D(1) of the ATSI Act, the Indigenous Land Corporation ( "ILC") granted and will transfer its legal and equitable interest in the Section 79 leased land known as Lot 382 on Plan 193561 – Crown Lease J-298931 – Volume/Folio LR3110/463 and including the Water Licence number GWL153700 and Chattels known as Roebuck Export Depot to NBY . NBY acknowledges that it will apply in writing to the Department of Lands for transfer of the Lease under section 18 of the LAA( as per condition 14)*

*Please contact me if you require any further information.*

*Yours faithfully,"*

Regards,

**Rodney Nichole (General Counsel)**

55 Reid Road, Cable Beach, Broome,

PO Box 425 | Broome WA 6725

☎ +61 8 91 92 96 00 | 📠 +61 8 91 92 96 10

[www.vawuru.org.au](http://www.vawuru.org.au)



## Mundy, Leah

---

**From:** Rodney Nichole [rodney.nichole@yawuru.org.au]  
**Sent:** Monday, 10 November 2014 4:47 PM  
**To:** Alderton, Kate  
**Cc:** Nguyen, Tri  
**Subject:** FW: Draft letter to Department of Lands from NBY as proposed purchaser.

Tri and Kate,

We have now obtained charitable purposes exemptions from OSR on the Deeds of Grant for OTC, Roebuck Plains Station and the Export Depot and note that the Sublease agreements are almost finalised except for a few issues in relation to the Export Depot sublease.

I thought that we could in the meantime finalise this draft letter in anticipation of agreeing and finalising the subleases in the near future so that all is ready to go at the relevant time.

regards

**Rodney Nichole (General Counsel)**

5 Reid Road, Cable Beach, Broome.  
PO Box 425 | Broome WA 6725  
☎ +61 8 91 92 96 00 | 📠 +61 8 91 92 9610

[www.yawuru.org.au](http://www.yawuru.org.au)

---

**From:** Rodney Nichole  
**Sent:** Monday, 15 September 2014 3:44 PM  
**To:** Alderton, Kate  
**Cc:** Nguyen, Tri  
**Subject:** Draft letter to Department of Lands from NBY as proposed purchaser.

Kate we refer to our meeting last week and attach our proposed draft letter to DOL for your review and comments

Dear Sir,

**Roebuck Plains Station – Pastoral Lease PL 3114/499 and Crown Lease CL 506-1997- Permission to Sell Approval.**

We refer to your letter dated the 27<sup>th</sup> August 2014 to the ILC in which you advised that Ministerial Approval was granted in accordance with Section 18 and 134 of the Land Administration Act 1997 (LAA) to sell /dispose of the Pastoral Lease to Nyamba Buru Yawuru Ltd ("NBY").

In relation to the conditions 3 to 14 in the letter :

1. NBY acknowledges that it is aware of the proposed legislative amendments to the LAA and the requirements as specified in condition 3.
2. NBY acknowledges that it is fully aware of and agrees to abide with Part 7 of the LAA in respect of pastoral leasing and Parts 9 and 10 in respect of compulsory acquisition of interests in condition 4 and the provisions of the Soil and Conservation Act in Condition 5.

3. NBY advises that at least 50% of Australian Equity and control will be maintained during the tenancy of the lease (as per condition 6) and that pursuant to Section 136 of the LAA a transfer of the lease to it will not result in land imputed to persons in excess of 500,000 hectares. NBY also acknowledges that a concentration of ownership in excess of 500,000 hectares will require ministerial consideration as to a determination whether such transfer would not result in so great a concentration of control to be against the public interest.(as per condition 7).
4. Please find attached proposed sublease agreement of the lease from NBY as lessor to ILC as sublessee . (Please also attached details of proposed management pursuant to Part 7, Division 4 of the LAA – ILC to provide.)(as per condition 7)
5. By Deed of Grants and pursuant to Section 191D(1) of the ATSI Act, the Indigenous Land Corporation ( "ILC") granted and will transfer its legal and equitable interest in the land in 276,182ha land known as Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197, Water Licences and chattels otherwise known as Roebuck Plains Station (as per Condition 8 and 9).
6. NBY acknowledges being provided with a copy of the Rangeland Condition Assessment dated 3<sup>rd</sup> October 2013 and further acknowledges the contents of the report (as per condition 11).
7. NBY acknowledges that that the lease for Roebuck Plains Station and will be renewed after expiry on the 30<sup>th</sup> June 2015 subject to satisfaction of the conditions specified in condition 12.
8. NBY acknowledges that Lot 524 on Deposited Plan72594 is to be surrendered for the future relocation of Broome International Airport (as per condition 13).
9. By Deed of Grant and pursuant to Section 191D(1) of the ATSI Act, the Indigenous Land Corporation ( "ILC") granted and will transfer its legal and equitable interest in the Section 79 leased land known as Lot 382 on Plan 193561 – Crown Lease J-298931 – Volume/Folio LR3110/463 and including the Water Licence number GWL153700 and Chattels known as Roebuck Export Depot to NBY . NBY acknowledges that it will apply in writing to the Department of Lands for transfer of the Lease under section 18 of the LAA( as per condition 14)

Please contact me if you require any further information.

Yours faithfully,"

Regards,

**Rodney Nichole (General Counsel)**

55 Reid Road,Cable Beach, Broome.

PO Box 425 | Broome WA 6725

☎ +61 8 91 92 96 00 | 📠 +61 8 91 92 96 10

[www.yawuru.org.au](http://www.yawuru.org.au)



## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Thursday, 27 November 2014 1:44 PM  
**To:** Alderton, Kate; Cook, Garry; Mundy, Leah  
**Subject:** RE: Emailing: Pastoral Sublease RPS latest Draft - 20th October 2014 - ILC comments - 19 11 14  
**Attachments:** FW: Draft letter to Department of Lands from NBY as proposed purchaser.  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Kate/Garry,  
Just spoke to Rodney. I explained that essentially the ILC is already a guarantor as it is responsible under the PGPA Act to ensure that its subsidiaries are in compliance. He is happy with the doc and won't pursue the guarantee clause. He will recommend that NBY accept the latest version as final.

He enquired about RED and I said it is subject to CEO-NBY Chair discussions but he is on leave at present.

He enquired if the objectives outlined in the MOU once reached will be binding. I said that when the objectives are identified then obviously the parties would reach separate binding agreements in respect of each but that is beyond the current process and at this stage they have not crystallised so it would be hard to elaborate further in the MOU but that he should have a go at improving the current draft if he can.

He sent us a draft of the transfer application letter, have any of you had a chance to review and have any comments (email attached)?

He is keen to progress it.

Leah,  
Please finalise the caveat and transfer in readiness.

Thanks  
Tri

-----Original Message-----

**From:** Nguyen, Tri  
**Sent:** Wednesday, 26 November 2014 8:45 PM  
**To:** 'Rodney Nichole'  
**Cc:** Dean Newton; Alderton, Kate; Cook, Garry  
**Subject:** RE: Emailing: Pastoral Sublease RPS latest Draft - 20th October 2014 - ILC comments - 19 11 14

Hi Rodney,  
Please find attached our comments to the draft sublease and a draft MOU, which is subject to further review by the ILC. It is provided as a preliminary working draft in order to progress this separate aspect of the Term Sheet.

Cheers  
Tri

-----Original Message-----

**From:** Rodney Nichole [<mailto:rodney.nichole@yawuru.org.au>]  
**Sent:** Thursday, 20 November 2014 6:54 PM  
**To:** Nguyen, Tri; Alderton, Kate  
**Cc:** Dean Newton  
**Subject:** Emailing: Pastoral Sublease RPS latest Draft - 20th October 2014 - ILC comments - 19 11 14



Tri and Kate,

Please see attached our mark ups and amendments to the latest Draft sublease for RPS.

Happy to discuss and finalise.

Regards,

Rodney Nichole

General Counsel

Nyamba Buru Yawuru

55 Reid Rd, Cable Beach WA 6726 | PO Box 425, Broome WA 6725 | p 08 9192 9600 | d 08  
9192 9606 | f 08 9192 9610 | e <mailto:rodney.nichole@yawuru.org.au> | w  
[www.yawuru.org.au](http://www.yawuru.org.au)

Your message is ready to be sent with the following file or link attachments:

Pastoral Sublease RPS latest Draft - 20th October 2014 - ILC comments - 19 11 14

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

## Mundy, Leah

**From:** Nguyen, Tri  
**Sent:** Monday, 6 October 2014 2:55 PM  
**To:** Rai, Sailesh; Mundy, Leah  
**Subject:** FW: ILC and NBY Final Meeting Minutes, Urgent Actions & Next Meeting  
**Attachments:** ILC and NBY Meeting Minutes No 1\_120914.docx

FYI

---

**From:** Muntinga, Claire  
**Sent:** Monday, 6 October 2014 12:46 PM  
**To:** Tony Lee; Dean Newton; Julie Melbourne; Dean Mathews; Rodney Nichole; Howard Pedersen; [anne.jennings@yawuru.org.au](mailto:anne.jennings@yawuru.org.au); North, Craig; Alderton, Kate; Cook, Garry; Nguyen, Tri; Roebuck Plains Station  
**Subject:** ILC and NBY Final Meeting Minutes, Urgent Actions & Next Meeting

Hi All,

In preparation for planning our next joint meeting, please find attached the final minutes from the ILC and NBY meeting at Roebuck Plains station on Wednesday, 3 September 2014. As there have been no corrections/amendments to the minutes these will be accepted as a true and correct account of the meeting.

Please find below the urgent actions from the meeting which either the ILC or NBY will need to progress as soon as possible. The ILC would also like to set a date for our next scheduled meeting at Roebuck Plains Station in November which we are proposing be on either of the following dates:

- Friday 7 November (preference)
- Tuesday 2 December
- Thursday 4 December

**Please advise your availability / preference for the above dates as soon as possible.**

Please note Steve Sharpe, Operations Manager with the ILC Western Divisional Office will be attending meetings and involved in the partnership going forward.

Matter	Action	Timing
Legal transfers	3 x Grants of land – Deeds executed by both parties.  Draft sublease and conditions – Draft sublease prepared by K&L Gates and provided to ILC for review.  NBY to respond to ILC regarding NBY's constitutional matters by early October.  NBY to respond to ILC regarding preference for agreement moving forward – i.e.: ILUA, MOU.	ILC to distribute once agreed sublease in place.  Week of 6 October.  Week of 6 October.  Week of 6 October.
Land management	Grant of money executed and schedule – Contract finalised, to be sent for NBY execution.  IPA letter of support from ILC to NBY – NBY to provide ILC with advice on letter content and date for receipt.  Set meeting between NBY and ILC for upcoming LM presentation at World Congress on National Parks.	Week of 6 October.  NBY to advise  Set meeting the week of 6 October.
Communications	Certificate of grant signed by NBY and Yawuru PBC directors.	NBY to provide to ILC at next meeting in November.

	<p>ILC and NBY communications meeting held on 24 September. Actions from the meeting:</p> <ul style="list-style-type: none"> <li>- Howard to provide Claire with draft community communications strategy for any input/comment.</li> <li>- NBY to draft form for killers protocol for community members.</li> <li>- Claire communicated Tony's NBY agenda items for discussion at next meeting in November.</li> </ul>	<p><b>Week of 13 October.</b></p> <p><b>For agenda of November meeting.</b></p> <p><b>For agenda of November meeting.</b></p>
--	--	---

Kind regards,

**Claire Muntinga**

Project Advisor

**Indigenous Land Corporation (ILC)**

Level 12 Carillion City Tower | 207 Murray St, Perth WA 6000

PO Box 7502 Cloisters Square, Perth WA 6850

Tel: (08) 9420 6300 | Mobile: 0429 373 348

[www.ilc.gov.au](http://www.ilc.gov.au)





## **NBY and ILC Meeting | Minutes**

**Location:** Roebuck Plains Station Recreation Room

**Date:** Wednesday, 3 September 2014

**Time:** 9.20am start, 12.30pm finish

### **Attendees:**

#### **Nyamba Buru Yawuru Ltd**

Anne Jennings  
Tony Lee  
Julie Melbourne  
Dean Newton  
Rodney Nichole  
Howard Pederson  
Dean Mathews

Employment and Training  
General Manager, Community Programmes  
Manager, Land and Sea Unit  
General Manager, Commerce  
General Counsel  
Policy & Communications  
Senior Project Officer

#### **Indigenous Land Corporation**

Kate Alderton  
Garry Cook  
Doug Miller  
Claire Muntinga  
Craig North

Manager, Western Division  
Executive Director, Agriculture  
Manager, Roebuck Plains Station  
Project Advisor, Western Division  
Director of program Delivery and Divisional  
Offices  
General Counsel

Tri Nguyen

### **Apologies: N/A**

Meeting minutes recorded by ILC, please advise of any corrections to the meeting minutes within 5 days of distribution; otherwise these Minutes will be accepted as a true and correct account of the meeting.

### **Minutes and Actions Arising**

<b>Agenda</b>	<b>Description</b>
1. Welcome and introductions	Introductions of NBY and ILC staff and functions.
2. Legal Update	<ul style="list-style-type: none"><li>3 Deeds of Grant of Land executed by both Parties and will be circulated to NBY week beginning 8 September.</li><li>Lease transfer and 2015 pastoral lease discussion. To progress the lease transfer between ILC and NBY 14 conditions are to be met, advising state government how the land will be managed; cattle numbers, rangelands activity, financial info, capability and viability.</li><li>The Lease will be transferred to NBY before June 2015. On 1 July 2015, a new lease will be issued and the sublease will require registering</li></ul>



	<p>together with reissue of ILC caveat on title.\</p> <ul style="list-style-type: none"> <li>▪ NBY will provide the draft sublease in coming fortnight for ILC review.</li> <li>▪ NBY constitution –NB to consider changing constitution to ensure Aboriginal controlled board of directors.</li> </ul> <p><b><u>ACTIONS:</u></b></p> <ul style="list-style-type: none"> <li>➢ Tri Nguyen to send ILC signed legal deeds to NBY week of 8 September.</li> <li>➢ NBY to circulate draft sublease in next fortnight.</li> <li>➢ Constitution matter to NBY Board meeting in September/mid October. NBY to respond to ILC by end of October.</li> <li>➢ ILC and NBY to finalise deeds of grant of monies. NBY and ILC to meet in September to discuss lease conditions for renewal. Date to be determined.</li> </ul>
<p>3. Priority Operational Matters</p> <ul style="list-style-type: none"> <li>- Station access</li> <li>- Resources (killers)</li> <li>- Fire protection</li> </ul>	<ul style="list-style-type: none"> <li>▪ Access, Doug states current relationship between station and Yawuru is good, sees no major changes in the future.</li> <li>▪ Killers \$330 per killer, people are asking for killers for events other than senior elders funerals.</li> <li>▪ ILC to seek cultural advice from NBY on the killer matter with NBY to work with ILC on protocols for community. .</li> <li>▪ Tony stated NBY to notify Doug on killers, all requests to go through NBY.</li> </ul> <p><b><u>ACTIONS:</u></b></p> <ul style="list-style-type: none"> <li>➢ Claire Muntinga to coordinate communications strategy meeting the week of 8 September for NBY and ILC to discuss and communicate:             <ul style="list-style-type: none"> <li>• Killers</li> <li>• Gates</li> <li>• Access to export depot, health and safety</li> <li>• Fire management – economic, cultural, crime/arson, hunting and health &amp; safety</li> <li>• Camping/ Hunting</li> <li>• Volunteering fire fighting from Yawuru Rangers</li> </ul> </li> <li>➢ Access and gate matters discussed, Doug to set heavier chains for gates and perhaps grids for gates. Doug and Garry to coordinate.</li> <li>▪ Discussion over marine plain and fires lost 30,000 – 40,000 of marine plain takes 5 years to regenerate. Possibility of person lighting fires, police are investigating the matter. Impacts of fire; Economic, environmental, cultural/hunting.</li> </ul>





	<p><b><u>ACTIONS:</u></b></p> <ul style="list-style-type: none"> <li>➤ Include fire communication in NBY and ILC communications strategy.</li> <li>➤ Tony Lee first point of call for operational matters for ILC.</li> </ul>
5. Land use management planning	<ul style="list-style-type: none"> <li>▪ Discussion on principals of partnership framework document and overarching document to ensure NBY-ILC partnership is broader than Roebuck Plains Station and Depot sublease.</li> <li>▪ Dean Newton discussed the Shire of Broome's RRRP proposal for 200 hectares request for rubbish tip on lease and airport, agriculture proposals.</li> <li>▪ Discussion on fire management and possible fire equipment, volunteers.</li> </ul> <p><b><u>ACTIONS:</u></b></p> <ul style="list-style-type: none"> <li>➤ Claire Muntinga to send NBY word document on land use agreement.</li> <li>➤ NBY to begin drafting a framework agreement for ILC's perusal and comments. NBY to internally discuss possible options for agreement; body corporate pastoral ILUA.</li> <li>➤ ESRM planning discussion: ILC (Paul) and NBY (Julie) to approach Rangelands (Kira) regarding funding and move forward with planning with scheduled completion by early 2015.</li> </ul>
6. World Parks Congress Conference	<ul style="list-style-type: none"> <li>▪ Content proposal for congress conference – accepted in theme of Respecting Indigenous and Traditional Knowledge and Culture</li> <li>▪ NBY and ILC to jointly work on presentation development</li> <li>▪ Sentiment in speeches at handover ceremony right tone for presentation. Investigate transcripts from Goolarri.</li> <li>▪ Circulation of speeches from ceremony and Dianne's Welcome to Country / Dean's speech.</li> <li>▪ Presentations TBC             <ul style="list-style-type: none"> <li>• Time for presenting</li> <li>• Visuals</li> <li>• International relevance/issues of significance</li> </ul> </li> </ul> <p><b><u>ACTION:</u></b></p> <ul style="list-style-type: none"> <li>➤ Kate to work with Julie and Howard on presentation development.</li> <li>➤ ILC to investigate transcripts from Goolarri</li> </ul>
7. E & T	<ul style="list-style-type: none"> <li>▪ NBY in discussion with ILC Trainign to Employment team, Steve McCarthy and Chad Sloan. NBY established social enterprise programme that has responsibility for broader Broome community with focus on youth</li> </ul>





	<ul style="list-style-type: none"><li>▪ ILC and NBY are progressing discussions with KGT re future programme delivery and the lead in time for 2015 programme.</li><li>▪ NBY working closely with both public /private high schools regarding training opportunities and school based traineeships. ILC is keen to progress this area of recruitment. Noting that Yawuru candidates always priority placements in ILC programmes.</li><li>▪ Broome High School has the highest numbers of Aboriginal graduates in the state.</li><li>▪ Opportunities for broader engagement with LM/Hospitality/Tourism training programmes feeding into ILC Voyages enterprises. ILC has established the National Indigenous Training Academy in Uluru. This provides opportunities in these industries.</li><li>▪ NBY noted the opportunities to maximise Indigenous employment / contracts (service provider) in undertaking Station business.</li></ul> <p><b>ACTION:</b></p> <ul style="list-style-type: none"><li>➤ Next Meeting – Steve McCarthy to present the Training to Employment programme offering.</li><li>➤ Environment Carbon and Heritage team to present.</li></ul>
8. IPA	<ul style="list-style-type: none"><li>▪ Category 4 &amp; 6 confirmed, final edits underway, to the ILC next 2-3 weeks</li><li>▪ Late October declarations</li><li>▪ Funding re-assessed once IPA dedicated</li><li>▪ Recruiting IPA Coordinator</li></ul> <p><b>ACTION:</b></p> <ul style="list-style-type: none"><li>➤ Letter of support from the ILC</li></ul>
9. AOB	<p><u>Northern Beef futures</u></p> <ul style="list-style-type: none"><li>▪ RPS as demonstration site</li><li>▪ Best practice</li><li>▪ R&amp;D</li><li>▪ Garry to meet with DAFWA to understand more information and share report to committee</li></ul> <p><u>Water Corporation Project</u></p> <ul style="list-style-type: none"><li>▪ By-product of waste water treatment plant</li><li>▪ Water corporation offer to put business case to them re use of water /land return.</li></ul>



	<ul style="list-style-type: none"><li>▪ Peter Cunningham to take reigns on project.</li><li>▪ Potential JV, NBY &amp; ILC</li></ul> <p><b>ACTION:</b></p> <ul style="list-style-type: none"><li>➤ Site visit by ILC &amp; NBY after the 15 September</li></ul> <p><u>Asset Condition Report</u></p> <ul style="list-style-type: none"><li>▪ ILC independent expert to undertake the work and prepare report by end of 2015.</li></ul> <p><u>Buru Energy</u></p> <ul style="list-style-type: none"><li>▪ Advised NBY on any queries/comms received by ILC on any matters referred to Dean or Tony.<ul style="list-style-type: none"><li>• Send request for info to Dean.</li></ul></li><li>▪ Buru have exploration permit on lease. The work currently undertaken, does not require negotiation with NBY.</li><li>▪ NBY have been in close communication with Buru regarding their activities. NBY has requested to be notified every access trip for all activities.</li><li>▪ DMP copy of permit from website</li><li>▪ Up to 7 year exploration process includes fracking wells</li><li>▪ Long term effects are competition of water resources.</li><li>▪ Potential contamination of water. NBY research to understand where run off/spills are.</li><li>▪ NBY engaged Buru in negotiation process with TSA 14 approvals. NBY getting own independent advice on proposals.</li><li>▪ NBY held community meetings to inform of process.</li><li>▪ Community special AGM did not support fracking but if Buru do proceed then NBY would like to be part of establishing conditions for the work.</li><li>▪ DMP approved fracking on same wells.</li></ul>
--	---

Meeting closed at 12.30pm.

**Next Meeting:** Schedule for mid-Late October. Confirm within first week of October.



**Mundy, Leah**

---

**From:** Rai, Sailesh  
**Sent:** Thursday, 25 September 2014 1:31 PM  
**To:** Nguyen, Tri; Alderton, Kate  
**Cc:** Mundy, Leah  
**Subject:** FW: Draft letter to Department of Lands from NBY as proposed purchaser.

Tri/Kate

Letter looks OK to me, subject to information to be provided by the ILC.

Cheers  
Sailesh

---

**From:** Nguyen, Tri  
**Sent:** Tuesday, 16 September 2014 3:56 AM  
**To:** Rodney Nichole; Alderton, Kate; Rai, Sailesh  
**Subject:** RE: Draft letter to Department of Lands from NBY as proposed purchaser.

Hi Rodney,  
As I am away could you include Sailesh in on your emails?  
Cheers  
Tri

---

**From:** Rodney Nichole  
**Sent:** 15/09/2014 7:42 PM  
**To:** Alderton, Kate  
**Cc:** Nguyen, Tri  
**Subject:** Draft letter to Department of Lands from NBY as proposed purchaser.

Kate we refer to our meeting last week and attach our proposed draft letter to DOL for your review and comments

Dear Sir,

**Roebuck Plains Station – Pastoral Lease PL 3114/499 and Crown Lease CL 506-1997- Permission to Sell Approval.**

We refer to your letter dated the 27<sup>th</sup> August 2014 to the ILC in which you advised that Ministerial Approval was granted in accordance with Section 18 and 134 of the Land Administration Act 1997 (LAA) to sell /dispose of the Pastoral Lease to Nyamba Buru Yawuru Ltd ("NBY").

In relation to the conditions 3 to 14 in the letter :

1. NBY acknowledges that it is aware of the proposed legislative amendments to the LAA and the requirements as specified in condition 3.
2. NBY acknowledges that it is fully aware of and agrees to abide with Part 7 of the LAA in respect of pastoral leasing and Parts 9 and 10 in respect of compulsory acquisition of interests in condition 4 and the provisions of the Soil and Conservation Act in Condition 5.
3. NBY advises that at least 50% of Australian Equity and control will be maintained during the tenancy of the lease (as per condition 6) and that pursuant to Section 136 of the LAA a transfer of the lease to it will not result in land imputed to persons in excess of 500,000 hectares. NBY also acknowledges that a



concentration of ownership in excess of 500,000 hectares will require ministerial consideration as to a determination whether such transfer would not result in so great a concentration of control to be against the public interest.(as per condition 7).

4. Please find attached proposed sublease agreement of the lease from NBY as lessor to ILC as sublessee . (Please also attached details of proposed management pursuant to Part 7, Division 4 of the LAA – ILC to provide.)(as per condition 7)
5. By Deed of Grants and pursuant to Section 191D(1) of the ATSI Act, the Indigenous Land Corporation ( "ILC") granted and will transfer its legal and equitable interest in the land in 276,182ha land known as Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197, Water Licences and chattels otherwise known as Roebuck Plains Station (as per Condition 8 and 9).
6. NBY acknowledges being provided with a copy of the Rangeland Condition Assessment dated 3<sup>rd</sup> October 2013 and further acknowledges the contents of the report (as per condition 11).
7. NBY acknowledges that that the lease for Roebuck Plains Station and will be renewed after expiry on the 30<sup>th</sup> June 2015 subject to satisfaction of the conditions specified in condition 12.
8. NBY acknowledges that Lot 524 on Deposited Plan 72594 is to be surrendered for the future relocation of Broome International Airport (as per condition 13).
9. By Deed of Grant and pursuant to Section 191D(1) of the ATSI Act, the Indigenous Land Corporation ( "ILC") granted and will transfer its legal and equitable interest in the Section 79 leased land known as Lot 382 on Plan 193561 – Crown Lease J-298931 – Volume/Folio LR3110/463 and including the Water Licence number GWL153700 and Chattels known as Roebuck Export Depot to NBY . NBY acknowledges that it will apply in writing to the Department of Lands for transfer of the Lease under section 18 of the LAA( as per condition 14)

Please contact me if you require any further information.

Yours faithfully,"

Regards,

**Rodney Nichole (General Counsel)**

55 Reid Road, Cable Beach, Broome.

PO Box 425 | Broome WA 6725

☎ +61 8 91 92 96 00 | 📠 +61 8 91 92 9610

[www.yawuru.org.au](http://www.yawuru.org.au)

## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Friday, 12 September 2014 9:47 AM  
**To:** Mundy, Leah  
**Cc:** Rai, Sailesh  
**Subject:** RE: OTC - Transfer and Caveat

Leah,  
Address it to Rodney Nichole:  
**Rodney Nichole (General Counsel)**

55 Reid Road, Cable Beach, Broome.  
PO Box 425 | Broome WA 6725  
☎ +61 8 91 92 96 00 | 📠 +61 8 91 92 96 10

Thanks  
Tri

---

**From:** Mundy, Leah  
**Sent:** Friday, 12 September 2014 10:11 AM  
**To:** Nguyen, Tri  
**Subject:** OTC - Transfer and Caveat

Hi Tri,

We have finally managed to fully sign the Transfer and Caveat for OTC.

Should I address them to the lawyer the group has engaged or address to the group itself?

It they are to go to the lawyer I will need his details.

Thanks

Leah

## Mundy, Leah

---

**From:** Alderton, Kate  
**Sent:** Sunday, 14 September 2014 5:23 PM  
**To:** Rodney Nichole  
**Cc:** Nguyen, Tri; Rai, Sailesh; Mundy, Leah; Muntinga, Claire; Dean Newton  
**Subject:** RE: RPS Transfer process  
**Attachments:** Operation plan RPS 2014-15.pdf; RPS Pastoral Lease invoice & payment .pdf; Roebuck Plains AR 2012 - 2013.pdf

Hi Rodney

Please find attached the following documents to satisfy Conditions 2 and the second dot point of Condition 8 as stipulated in the Permission to Sell letter for submission to the Department of Lands.

- Evidence of payment of the 2013/14 Pastoral lease fees for RPS
- 2014/15 operational plan for RPS

As for condition 1, the 2013/14 Livestock and Improvement Declaration has not been received yet, but is due any day now. We will send through once received. I have attached the 2012/13 declaration for your information and record.

Kind regards

Kate Alderton  
Manager | Western Division  
Indigenous Land Corporation  
Level 12, Carillon City Office Tower | 207 Murray St, Perth WA 6000  
PO Box 7502 Cloisters Square, Perth WA 6850  
ph: 08 9420 6300 f: 08 9420 6333  
[www.ilc.gov.au](http://www.ilc.gov.au)



































































































## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Monday, 8 September 2014 7:01 PM  
**To:** Rai, Sailesh; Mundy, Leah  
**Cc:** Alderton, Kate  
**Subject:** Roebuck - divestment & lease back; OTC - divestment: ILC & Nyamba Buru Yawuru (NBY)  
**Attachments:** FW: 2015 LEASE RENEWAL DOCUMENTS; 20140723 - Copy Of Signed In Principle Approval Letter To ILC For Transf....pdf; Request for Ministerial Consent - Crown Lease 516-1997/Pastoral Lease 3114/499; RE: Transfer of ILC Landholdings and proposed SubLease ; September Yawuru event proceeding ; Transfer of Roebuck Plains PL - Lease documentation ; FW: Request for Ministerial Consent - Crown Lease 516-1997/Pastoral Lease 3114/499; Board-386.pdf; LM-226.pdf; Board-385.pdf; Board-387.pdf; permission to sell Roebuck Plains station  
**Importance:** High  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Sailesh/Leah,

You will need to assist Kate with this project while I am away.

Some background info:

- Crown lease (Roebuck Export Depot) & pastoral lease (Roebuck Plains Station).
- The Crown lease on the depot is not subject to the 2015 crown lease renewal process but the pastoral lease on the station is, which makes the process a tad complicated. [Kate can correct me if I am grossly incorrect].
- 3 grants of land – OTC Block, Roebuck Plains Station, Roebuck Export Depot (or Roebuck Cattle Yard). These are all signed and originals are being organised by Leah to send to NBY.
- grant of money - \$1.5M (sinking fund). This is ready for execution.
- grant of money - \$1M (standard LM). Awaiting for comments from NBY.
- Leah is preparing all the required caveats, transfers, water licences etc...OTC block is a standard grant so Leah should be able to progress this quickly.
- Roebuck grants – we are divesting and then subleasing back. Awaiting for draft sublease from NBY.
- Gillian Taylor is the contact at the Department of Lands (see email attached. She can be contacted on (08) 865524573). Provisional Ministerial consent has been provided (email attached).
- Over the next few weeks we need to work with NBY (essentially assist them) in responding to the 14 conditions. Rodney Nicole is the General Counsel for NBY. He is new to the role so is fairly dependant on us.

The email below and attached should provide adequate background information and I will discuss further with you both tomorrow.

Cheers  
Tri

---

**From:** Nguyen, Tri  
**Sent:** Tuesday, 29 July 2014 6:55 PM  
**To:** Dillon, Michael; North, Craig; Alderton, Kate  
**Cc:** Cook, Garry; Lindsay, Jodie  
**Subject:** RE: Divestment and lease back of Roebuck Plains Station: ILC and Nyamba Buru Yawuru (NBY)  
**Importance:** High

Dear all,

After conversations with some of you today I thought I'd send this email to update on:

1. Timing for payment;
2. Documentation; and
3. Administrative processes.

#### Timing for payment

- Infrastructure Investment Sinking Fund (\$1.5M): - this will only be paid within 30 days of commencement of the Sublease
- Cultural & Environmental LM Activities (\$1M): - this will only be paid upon the Grant of Land
- Lease payment from 1 July 2014: - As the lease has not come into existence it is appropriate for the ILC to secure its right to the Sublease by providing consideration for NBY's agreement to enter into a Sublease (as outlined in the agreed term sheet) and for NBY to continue to work towards formal Sublease preparation and execution. [Kate, I suggest you amend the Board paper to include this pro-rata sum as consideration for NBY's agreement to enter into a Sublease with the ILC and for the ILC to secure this right to a Sublease. NOTE this is separate from the sign-on fee of \$10K as that money relates to the transfer of the Pastoral Lease].

#### Documentation

- Deed of Grant of Land (OTC): - Already finalised with Kate
- Deed of Grant of Land (Roebuck Plains Station): - Further draft is with Kate for review. As the Sublease including the renewal is 15 years, I have included clauses to ensure the ILC is still entitled to the Sublease post 1 July 2015 Pastoral Lease Renewals.
- Deed of Grant of Land (Roebuck Export Depot): - Further draft is with Kate for review. As the Sublease including the renewal is 15 years, I have included clauses to ensure the ILC is still entitled to the Sublease post renewal of the Headlease (Crown Lease) in 2020.
- Deed of Grant of Money (\$1.5M): - Draft is sitting with Kate for review. As it is related to the Sublease I have included clauses to ensure the ILC is still entitled to the Sublease post 1 July 2015 Pastoral Lease Renewals, failing which the money has to be refunded to the ILC.
- Deed of Grant of Money (\$1M): - Draft is sitting with Kate for review.
- Transfers (OTC, Roebuck Export Depot & Roebuck Plains Station): - One of my team members is preparing this now.
- Sublease: - NBY has recently recruited a new legal counsel and I have been liaising with him. He has the Term Sheet and a basic ILC template for consideration. As sublessor NBY will have responsibility for preparing this and I from my conversation with them back in May they were in discussion with external lawyers so I hope they can get a move on quickly.

#### Administrative processes

The Grant of Land and Sublease are both subject to Ministerial consent so the effective date as suggested in my email below is the latter of Ministerial Consent and date of execution of the relevant docs.

The process for effecting these Grants/transfers & Subleases are as follows (after my conversation with both areas of the Department of Lands today – General Crown Lease section & Pastoral Lands section).

##### Crown Lease Transfer & Sublease (Roebuck Export Depot):

1. ILC writes to DoL seeking consent [Kate has done this].
2. DoL provides in principle approval [letter from DoL dated 23/07/14].
3. ILC prepares & submit transfer and Sublease.
4. DoL formally endorses the transfer & Sublease (approx 7 days).
5. ILC then registers transfer & Sublease with WA LTO.

##### Pastoral Lease Transfer & Sublease (Roebuck Plains Station):

1. ILC writes to DoL (Pastoral Lands section) seeking consent.
2. DoL provides a Permission to Sell letter which contains a number of conditions, which the transferee (NBY) has to meet.
3. ILC provides the Permission to Sell letter and attaching conditions to NBY to complete and respond.
4. As part of the response NBY will also apply as transferee seeking consent to receive the transfer.



5. One of the conditions on NBY as transferee is it has to let DoL know what it intends to do with the Land, which it will simply say it wishes to sublease the whole of the land to the ILC and therefore seeks Ministerial Consent.
6. Draft Sublease is submitted along with the response in 5.
7. ILC also writes to DoL endorsing NBY's response in 5.
8. DoL provides formal consent.
9. Transfer & Sublease are then signed and lodged with WA LTO along with DoL consent letter.

Kate,

Could you outline the above steps to NBY so that they are ready to move quickly as steps 3-6 require their input.

Mike,

As timing is critical, with your approval I will write to DoL seeking their Permission to Sell letter asap. My letter to them will state that it is subject to Board approval for the Grant & Sublease. They have agreed to give priority to our application.

Please let me know if you have any other queries.

Thanks

Tri

---

**From:** Nguyen, Tri  
**Sent:** Tuesday, 29 July 2014 1:00 PM  
**To:** North, Craig  
**Cc:** Dillon, Michael; Lindsay, Jodie; Alderton, Kate  
**Subject:** RE: Divestment and lease back of Roebuck Plains Station: ILC and Nyamba Buru Yawuru (NBY)

Craig,

The grant and sublease is subject to Ministerial consent. Therefore if we can, we should try to seek Ministerial consent now so that once the Deed is signed in September it is effective from the signing date in September. The term sheet should refer to the Commencement Date as "the latter of the date of Ministerial Consent and the date of execution of the Deed of Grant of Land". You can agree for an earlier commencement date of the sublease, ie, a date earlier than the actual completed signing of the lease but whatever date that is agreed to it cannot be earlier than the "latter of the date of Ministerial Consent and the date of execution of the Deed of Grant of Land".

Cheers

Tri

---

**From:** North, Craig  
**Sent:** Tuesday, 29 July 2014 12:42 PM  
**To:** Nguyen, Tri  
**Cc:** Dillon, Michael; North, Craig; Lindsay, Jodie; Alderton, Kate  
**Subject:** FW: Divestment and lease back of Roebuck Plains Station: ILC and Nyamba Buru Yawuru (NBY)

Hi Tri,

Thanks for the table on the lease/sublease transfer arrangements and the status of other funding contracts.

The issue I was seeking to discuss & resolve yesterday at the Exec Group was that of the sublease b/t us and NBY, particularly the issue of the commencement date of the sublease and the lease fee payments from 1 July 2014, as per the Term Sheet.

I have attached the term sheet provided to us by NBY that sets out the key terms and conditions of leasing and subleasing arrangements. The Term Sheet states that the commencement of the sublease will be 1 July 2014 with the starting rent to be \$340,000 for RPS which is paid quarterly.



With that in mind and the advice you have provided, what are we proposing to be the commencement date of the sub-lease? I assume it will be the date of the execution of the sub-lease by both parties (in September) following ILC Board approval? Is that right or will it be something else like the date of the Minister's approval of the sub-lease? The subsequent question that arises is: does that cause us any issues in making the first quarterly lease payment, as per the term sheet, because 1 July 2014 has now past and it's looking like September 2014 before the sub-lease will be executed.

I'm trying to work out if we need to discuss changes to the Term Sheet with NBY sooner rather than later.

Happy to discuss further.

Cheers,

Craig,

---

**From:** Nguyen, Tri  
**Sent:** Monday, 28 July 2014 4:59 PM  
**To:** Dillon, Michael  
**Cc:** North, Craig; Lindsay, Jodie; Alderton, Kate  
**Subject:** Divestment and lease back of Roebuck Plains Station: ILC and Nyamba Buru Yawuru (NBY)

Hi Mike,

Please find attached a table showing the various legal agreements and their status.

Cheers

Tri

## Mundy, Leah

---

**From:** Alderton, Kate  
**Sent:** Sunday, 7 September 2014 8:55 PM  
**To:** Mundy, Leah; Fulton, Kate  
**Cc:** Cook, Garry; Petty, Barry  
**Subject:** RE: Roebuck Plains: notice of oil pipeline construction

Thanks Leah.

After discussions with Nyamba Buru Yawuru I am comfortable that issues regarding access have been dealt with appropriately.

Sent with Good ([www.good.com](http://www.good.com))

-----Original Message-----

**From:** Mundy, Leah  
**Sent:** Monday, September 01, 2014 09:04 AM Cen. Australia Standard Time  
**To:** Fulton, Kate  
**Cc:** Alderton, Kate; Cook, Garry; Petty, Barry  
**Subject:** RE: Roebuck Plains: notice of oil pipeline construction

Hi Kate,

I have searched our Roebuck Plains file and electronic records and can find no correspondence with Buru Energy Limited.

If I could be of any further assistance please let me know.

Thanks  
Leah

---

**From:** Alderton, Kate  
**Sent:** Friday, 29 August 2014 5:57 PM  
**To:** Cook, Garry; Fulton, Kate; Mundy, Leah  
**Subject:** FW: Roebuck Plains: notice of oil pipeline construction

See attached letter and email below received by NBY re Buru activities on RPS.

Leah – can you please send Kate Fulton any further corro between ILC and Buru Energy.

Thanks  
Kate

---

**From:** Dean Newton [<mailto:dean.newton@yawuru.org.au>]  
**Sent:** Wednesday, 27 November 2013 9:06 AM  
**To:** Alderton, Kate  
**Cc:** Brendan Renkin; Paul L; Julie Melbourne  
**Subject:** RE: Roebuck Plains: notice of oil pipeline construction

Hi Kate,

Thank you for the letter. We appreciate you keeping us informed.

Regards,

Dean

---

**From:** Alderton, Kate [<mailto:Kate.Alderton@ilc.gov.au>]  
**Sent:** Monday, 25 November 2013 8:10 AM  
**To:** Dean Newton  
**Cc:** Brendan Renkin; Paul L; Julie Melbourne  
**Subject:** FW: Roebuck Plains: notice of oil pipeline construction

Hi Dean

Please find attached correspondence from Buru Energy regarding the proposed gas pipeline that will run through parts of RPS.

Note Buru has since confirmed to ILC that the proposed pipeline will be below-ground and its alignment will follow the existing road (which is adjacent to existing internal & boundary fences) that traverses Roebuck Plains pastoral lease to access Buru's Ungani Facility on neighbouring Yakka Munga pastoral lease.

The expected duration of construction is expected to be 1-2 months but Buru will continue to liaise with the ILC regarding the interaction between its activities and station operations.

Kind regards  
Kate Alderton

Manager, Western Division  
Indigenous Land Corporation

---

**\*\*\* IMPORTANT - PLEASE READ \*\*\***

*This email and any files transmitted with it are confidential and may contain information protected by law from disclosure. If you have received this message in error, please notify the sender immediately and delete this email from your system. No warranty is given that this email or files, if attached to this email, are free from computer viruses or other defects. They are provided on the basis the user assumes all responsibility for loss, damage or consequence resulting directly or indirectly from their use, whether caused by the negligence of the sender or not*

## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Friday, 5 September 2014 3:38 PM  
**To:** Mundy, Leah  
**Subject:** RE: Roebuck and OTC

1 Sept 2014

---

**From:** Mundy, Leah  
**Sent:** Friday, 5 September 2014 3:47 PM  
**To:** Nguyen, Tri  
**Subject:** RE: Roebuck and OTC

Hi Tri,

Will do. Attached are PDF versions of RCY and RPS. What date did Mike sign the Deeds? I need to insert that at the top of the second page.

Thanks  
Leah

---

**From:** Nguyen, Tri  
**Sent:** Friday, 5 September 2014 1:11 PM  
**To:** Mundy, Leah  
**Subject:** RE: Roebuck and OTC

Thanks Leah,

1. Once Barry has reviewed the caveat (he goes on leave next Wednesday so better get him/Sailesh to review it soon) then have Sailesh & Jodie sign them where required (don't forget to ensure there are adequate signing clauses).
2. Send the transfer and caveat along with an original of each of the Deeds to NBY.
3. For the Deeds, convert them to PDF and scan and insert the signing pages to it and save it on the files as well as email me a copy.

Cheers  
Tri

---

**From:** Mundy, Leah  
**Sent:** Friday, 5 September 2014 11:37 AM  
**To:** Nguyen, Tri  
**Subject:** RE: Roebuck and OTC

Hi Tri,

Jodie has given me the executed Deed of Grant for WDO and I have replaced the Roebuck and the Cattle Yard Deeds with the later version.

Barry is happy with the transfer for OTC. He hasn't looked over the Caveat yet.

Thanks  
Leah

---

**From:** Nguyen, Tri  
**Sent:** Thursday, 4 September 2014 7:51 AM



**To:** Mundy, Leah

**Subject:** Roebuck and OTC

Leah,

Jodie will bring back the 6 originals so you need to reinsert the signature pages into the correct deeds for Roebuck.

Thanks

Tri

## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Friday, 5 September 2014 1:11 PM  
**To:** Mundy, Leah  
**Subject:** RE: Roebuck and OTC

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thanks Leah,

1. Once Barry has reviewed the caveat (he goes on leave next Wednesday so better get him/Sailesh to review it soon) then have Sailesh & Jodie sign them where required (don't forget to ensure there are adequate signing clauses).
2. Send the transfer and caveat along with an original of each of the Deeds to NBY.
3. For the Deeds, convert them to PDF and scan and insert the signing pages to it and save it on the files as well as email me a copy.

Cheers

Tri

---

**From:** Mundy, Leah  
**Sent:** Friday, 5 September 2014 11:37 AM  
**To:** Nguyen, Tri  
**Subject:** RE: Roebuck and OTC

Hi Tri,

Jodie has given me the executed Deed of Grant for WDO and I have replaced the Roebuck and the Cattle Yard Deeds with the later version.

Barry is happy with the transfer for OTC. He hasn't looked over the Caveat yet.

Thanks  
Leah

---

**From:** Nguyen, Tri  
**Sent:** Thursday, 4 September 2014 7:51 AM  
**To:** Mundy, Leah  
**Subject:** Roebuck and OTC

Leah,  
Jodie will bring back the 6 originals so you need to reinsert the signature pages into the correct deeds for Roebuck.  
Thanks  
Tri

## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Thursday, 4 September 2014 7:51 AM  
**To:** Mundy, Leah  
**Subject:** Roebuck and OTC

Leah,  
Jodie will bring back the 6 originals so you need to reinsert the signature pages into the correct deeds for Roebuck.  
Thanks  
Tri





































































































**Mundy, Leah**

---

**From:** Bailey, Helena [Helena.Bailey@lands.wa.gov.au]  
**Sent:** Friday, 29 August 2014 5:17 PM  
**To:** Nguyen, Tri  
**Cc:** Taylor, Gillian M.; Colvin, David  
**Subject:** permission to sell Roebuck Plains station  
**Attachments:** 20140829 Indigenous Land Corporation PTS letter for Roebuck Plains.pdf; 20140827 Roebuck Plains Rangeland Condition Assessment Report.pdf; 20140827 Rangeland Condition Assessment Appendices A and B agric.pdf; 20140827 Information on changes to rangeland monitoring program.pdf; ATT00001.txt

Dear Tri,

Please see attached approved permission to sell Roebuck Plains Station and the associated attachments. If you have any further queries please don't hesitate to contact myself or Gillian for further information.

Kind Regards,

Helena Bailey

Research Officer  
Pastoral Lands  
Level 11, 140 William Street Perth WA 6000  
T 6552 4523  
F (08) 6552 4417

W [www.lands.wa.gov.au](http://www.lands.wa.gov.au)



Government of Western Australia  
Department of Lands





Government of Western Australia  
Department of Lands

Land Asset Management and Projects

Our ref: A5177085  
Enquiries: Gillian Taylor  
Tel: (08) 6562 4573  
E-mail: [plb@lands.wa.gov.au](mailto:plb@lands.wa.gov.au)

27 August 2014

Indigenous Land Corporation  
By Email: [Tri.Nguyen@ilc.gov.au](mailto:Tri.Nguyen@ilc.gov.au)

Dear Mr Nguyen,

**ROEBUCK PLAINS STATION – PASTORAL LEASE PL 3114/499, CROWN LEASE  
CL 516-1997 - PERMISSION TO SELL APPROVAL**

Thank you for your application for permission to sell the above mentioned pastoral lease. I am pleased to advise that Ministerial Approval has been granted, in accordance with sections 18 and 134 of the *Land Administration Act 1997 (LAA)*, subject to the following conditions:

1. Submission of the 2013/14 Livestock and Improvement Declaration.
2. All rent on Crown, Pastoral and General Leases you hold is to be paid in full prior to transfer.
3. The proposed purchaser acknowledging in writing that they are aware that following proposed legislative amendments to the LAA they will be required to:
  - participate in a system of monitoring which may require the lessee installing up to 45 permanent monitoring sites on Roebuck Plains station;
  - collect data from the monitoring sites according to an approved methodology and;
  - report on data collected from the monitoring sites to the Pastoral Lands Board (Board) when requested.
4. The proposed purchaser acknowledging in writing that they are fully aware of and agree to abide with Part 7 of the LAA provisions in respect to pastoral leasing, and Parts 9 and 10 of the LAA in respect to compulsory acquisition of interests.
5. The proposed purchaser acknowledging in writing that they are aware of the provisions of the *Soil and Land Conservation Act 1945*.
6. The proposed purchaser advising in writing that at least 50% Australian Equity and control will be maintained during the tenancy of the lease.
7. The proposed purchaser advising in writing that pursuant to section 136 of the LAA a transfer of the lease to the purchaser will not result in land imputed to persons exceeding 500,000 hectares. Concentration of ownership in excess of this will require Ministerial consideration to determine that the transfer would not result in so great a concentration of control to be against the public interest.
8. The proposed purchasers must submit to the Board a plan for the lease, including:



- Evidence of sufficient financial capacity to manage and work the land under the lease to its best pastoral advantage (section 108 LAA) and to pay the annual lease rent (section 125 LAA), as a minimum; and
  - Details of management proposed, including the class of livestock and any other activities expected to be undertaken on the lease (subject to Part 7 Division 4 of the LAA).
9. The proposed purchaser providing in writing the total purchase price paid for the pastoral lease.
  10. The proposed purchaser providing in writing the total number of livestock included in the sale of the pastoral lease.
  11. The proposed purchaser being provided with a copy of the Rangeland Condition Assessment (RCA) dated 3 October 2013 with the purchaser advising in writing that they acknowledge the content of the report.
  12. The proposed purchaser advising in writing that they acknowledge that the lease forming this station will be renewed following expiry on 30 June 2015 subject to:
    - (a) Compliance with lease conditions, including stocking requirements and maintenance of infrastructure, at the time of expiry on 30 June 2015;
    - (b) There being no Soil Conservation Notices or other orders by the Soil and Land Conservation Commissioner in force;
    - (c) There being no unfulfilled requirements of the Commissioner of Soil and Land Conservation in relation to observance of lease conditions under the Soil and Land Conservation Act 1945
    - (d) There being no unfulfilled requirements of the Pastoral Lands Board or the Minister in relation to observance of lease conditions under the LAA;
    - (e) The annual lease rental for the lease at 30 June 2015 (determined by the review in 2014) will apply to the renewed lease. The first rental review for the renewed lease will be in 2019 and thereafter every five years in accordance with section 123(4) of the LAA; and

The term of the new lease will be for the term of the current lease, being 46 years 6 months 21 days.

13. That the proposed purchaser advise in writing that they acknowledge that Lot 524 on Deposited Plan 72594 is required for the future relocation of the Broome Airport, and consequently agree to the surrender of Lot 524 at a future date.
14. Our records indicate that a section 79 lease (J298931) is held by the current registered lessee, the Indigenous Land Corporation. This lease is a stand-alone lease and is not currently linked to Roebuck Plains Pastoral lease. The proposed purchaser is to acknowledge in writing that they will apply to Ms Leanne Shaw, A/Project Officer, Regional and Metropolitan Services, Department of Lands on telephone 08 6552 4615 if they wish to transfer the section 79 lease. If approved this will occur under section 18 LAA prior to endorsement of Ministerial Consent on the transfer documents.

**Attached** for your information is a copy of the RCA. The RCA contains information in regard to the condition of the rangeland systems and management advice. Also **attached** is a copy of information about the upcoming changes to Rangeland Condition Monitoring.

As the current lessee, the Indigenous Land Corporation remains responsible for carrying out all the management actions contained in the RCA and specified within the conditions of sale, until such time as the property is sold.

The approval to offer this pastoral lease for sale is valid for a period of twelve (12) months from the date of this letter. Should a sale not be finalised within this period, a further written application for permission to sell will be required.

Once a purchaser has been confirmed, it will be necessary for the purchaser to be provided with:

- a copy of this letter;
- the Rangeland Condition Assessment;
- the Appendices A and B; and
- Information on changes to Rangeland Condition Monitoring.

Approval of all transfers is required from the Hon. Minister for Lands. In order for Ministerial Approval to be granted, the proposed purchaser must make an application in writing to the Pastoral Land Unit, Department of Lands. The application needs to separately address each of the conditions above with the exception of conditions 1 and 2 which remain the responsibility of the current lessee (vendor).

It is strongly recommended that the proposed purchaser reviews the information provided and contacts Ms Gillian Taylor, Project Leader-Land Tenure, Pastoral Land Unit, Department of Lands on 6552 4573 prior to submitting an application.

Yours sincerely



**Karel Eringa**  
**Manager – Pastoral Land**

Attachments:

Rangeland Condition Assessment  
Appendices A and B  
Information on changes to Rangeland Condition Monitoring





## RANGELAND CONDITION ASSESSMENT

### 1. LEASE INFORMATION

#### 1.1 Pastoral lease name and number

Roebuck Plains station; P/L 3114/499

#### 1.2 Lessee

Indigenous Land Corporation

#### 1.3 Lease size

The lease comprises approximately 280,979 ha excluding roads and reserves.

#### 1.4 Location

Roebuck Plains homestead is located about 30 kilometres east of Broome and is situated in the Shire of Broome. It neighbours Kilito, Yeeda and Thangoo stations. The lease also borders Unallocated Crown Land (Great Sandy Desert) in the south-east and the old Waterbank Station and the town of Broome in the north-west.

#### 1.5 Land Conservation District

Broome Land Conservation District

#### 1.6 Reporting Officer and District Office

Bob McCartney, Derby District Office

#### 1.7 Previous inspections

- Rangeland Condition Assessment, 2009
- Rangeland Condition Assessment, 2003
- Range Condition Report, 1999
- Range Condition Report, 1996
- 'A resource inventory with management considerations for Roebuck Plains', DAFWA Station Management Plan 1/87, 1987

#### 1.8 Date of inspection

1-3 October 2013

#### 1.9 Date of report

10 October 2013

#### 1.10 Seasonal conditions

The long-term average rainfall (mm) for Roebuck Plains station is:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Ave.	185	167	100	29	19	17	5	2	2	3	14	83	626



Over the last four wet seasons, the rainfall has been average or above average. Rainfall of 434 mm was recorded over the 2012/13 wet season, which is below average but 297 mm of winter rain was recorded to June bringing the 2013 total above average.

The following table shows the monthly rainfall (in mm) for Roebuck Plains station from 2009 to June 2013 (from April 2012 Broome figures were used):

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2009	145	216	58	0	5	0	0	0	0	0	35	217	676
2010	199	25	68	22	43	0	115	2	3	25	9	85	596
2011	413	380	108	27	0	0	0	1	1	0	4	14	948
2012	283	142	273	7	0	0	0	2	2	0	3	27	948
2013	115	259	20	10	119	178	-	-	-	-	-	-	705

### 1.11 Stocking history

Stock figures from the 2009 to 2011 *Annual return of Livestock and Improvements* show that the average number of stock carried for this period was 21564 cu. Stock numbers during this period ranged from a minimum of 21009 cu in 2010 to a maximum of 22432 cu in 2009.

The lessee's estimate of stock numbers at the time of inspection was 22,600 head of cattle. Applying the conversion factor of 0.85 for a typical Kimberley herd, this would correspond to approximately 19210 cu.

### 1.12 Permits

No permits

## 2. RESOURCE INFORMATION

### 2.1 Major rangeland types

Roebuck Plains station was included in the rangeland resource survey described in 'General report on lands of the West Kimberley area, Western Australia', Speck *et al.*, 1964, CSIRO Land Research Series No. 9, and in the report 'Range Condition Guides for the West Kimberley area, Western Australia' by A.L. Payne *et al.* (1974). The following major land systems occur on Roebuck Plains station:

Land system	Description	Pastoral potential*	% of station
Roebuck	Paleo-tidal coastal plains and tidal flats with saline soil supporting salt-water couch grasslands, samphire low shrublands, melaleuca thickets and mangroves.	High	15.1
Wanganut	Low lying sandplains and dune fields with through going drainage supporting pindan acacia shrublands with emergent eucalypt trees.	High	30.6
Camelgooda	Extensive dune fields, pindan and other low woodlands.	Moderate	0.1
Reeves	Sand plain with scattered hills and minor plateaux, reddish sandy soils, pindan.	Moderate	0.1
Yeeda	Sandplains with red and yellow sands supporting pindan acacia shrublands with emergent eucalypt trees.	Moderate	53.6
Carpentaria low	Coastal flats, associated sandy margins and dunes; saline sands and muds; paperbark thickets, samphire meadows, extensive bare mud flats with fringing mangrove forests	Very low	0.5

- \* High - more than 8 cu/km<sup>2</sup>
- Moderate - 4 to 8 cu/km<sup>2</sup>
- Low - 2.5 to 4 cu/km<sup>2</sup>
- Very low - less than 2.5 cu/km<sup>2</sup>

## 2.2 Regional biodiversity

The following priority species occur on Roebuck Plains station:

Species name	Priority	Definition of conservation priority
<i>Nymphodia beaglesensis</i>	2	Taxa with few poorly known populations on conservation lands.
<i>Fuirena incrassata</i>	3	Taxa with several poorly known populations, some on conservation lands.

Roebuck Plains station is adjacent to the Ramsar listed bird habitat of Roebuck Bay. Cattle numbers in this area are low.

## 2.3 Traverse information

During the inspection in 2013 a distance of about 450 km was travelled on Roebuck Plains station, which resulted in 139 traverse ratings.

## 2.4 Range condition

### • at time of previous inspection

At the time of the previous inspection in 2009, 81 traverse ratings were made. 57% of the perennial vegetation was considered to be in good condition, 36% in fair condition and 7% in poor condition. At the time of the 2009 inspection, no soil erosion was recorded. No severely degraded and eroded land has been identified on Roebuck Plains station.

### • at time of inspection

At the time of inspection in October 2013, of the 139 traverse ratings, 44% of the perennial vegetation was considered to be in good condition, 42% in fair condition and 14% in poor condition. The following table summarises the vegetation condition of the land systems traversed:

Land system	% good	% fair	% poor	No. of ratings
Roebuck	35	52	13	46
Wanganut	48	40	12	52
Yeeda	51	32	17	41
<b>Total</b>	<b>44%</b>	<b>42%</b>	<b>14%</b>	<b>139</b>

Erosion was recorded at 17 (12%) of the traverse ratings. Of these 16 (11%) had minor erosion, and 1 (1%) had moderate erosion. The following table shows erosion ratings for the land systems traversed:

Land system	Minor erosion	Moderate erosion	Severe erosion	No. of ratings
Roebuck	12	1	0	46
Wanganut	4	0	0	52
Yeeda	0	0	0	41
<b>Total</b>	<b>16%</b>	<b>1%</b>	<b>0%</b>	<b>139</b>



## 2.5 Explanation for change in range condition

The overall range condition on the lease has declined since the last inspection in 2009. The results are very similar to the 2003 inspection when a similar number of traverse points and a similar traverse route were followed. There were more ratings in 2013 than 2009, however most of the 2009 previous traverse route was covered.

Seasonal conditions have been average or above average and stocking levels have been above the Potential Carrying Capacity of the lease.

The marine plain has paddocks that have been overstocked while in others there was adequate feed.

The pindan appears to be stocked sustainably except adjoining the marine plain where overgrazing is evident.

## 2.6 Monitoring sites (see Appendix A)

Seven Western Australian Rangeland Monitoring System (WARMS) sites were installed on Roebuck Plains station in 1994. The station has 24 photographic monitoring sites which were installed in 1994. Most of the photographic sites could not be found and those on the marine plain may have rusted away.

Seven WARMS sites were assessed during 2012 and 2 PMS sites were visited during the 2013 inspection:

Type	No. of sites	Improved	Same	Declined	Comment
WARMS	7	-	6	1	Change from 2009 to 2012.
PMS	2	-	2	-	Change from 2009 to 2013.

## 2.7 Land management issues

There are no specific land management issues on Roebuck Plains station.

## 2.8 Overall management comments

Stock numbers are above the Potential Carrying Capacity of the lease.

The total cattle number on the lease should be reduced in poor seasons to match the feed supply to ensure range condition is maintained.

Cattle numbers on the marine plain should be reduced to match the feed supply to ensure range condition is maintained.

Better use could be made of the pindan if more waters were installed in the eastern portion of the lease.

## 2.9 Carrying capacity

### • Potential Carrying Capacity

The *potential carrying capacity* of the lease was re-assessed in 2003 following the method of Novelty and Baird (2001). This was described in 'A process for re-assessing the Potential Carrying Capacity of Kimberley pastoral leases' in: *Proceedings of the Northern Australian Beef Industry Conference, Kununurra, November 2001*, pp 41-47. In addition improved land system mapping has recently become available for Kimberley pastoral leases and the carrying capacity of Roebuck Plains has been revised accordingly (a decrease of 630 cu).

This estimate assumes that all of the lease is in good range condition and is able to be grazed throughout the year (see Appendix B).

The potential carrying capacity is 18420 cu.

- **Present Carrying Capacity**

The *present* carrying capacity of the lease is an estimate which takes into account reductions for range condition as assessed during the 2013 inspection. Present carrying capacity also assumes that all of the lease is able to be grazed throughout the year (see Appendix B).

The present (2013) carrying capacity is about 13,310 cu.

### **3. LAND PROTECTION ISSUES**

#### **3.1 Declared plants**

Calotropis (rubber tree) was observed in Tagarana paddock. This declared plant should be controlled while it is still a small infestation.

#### **3.2 Declared animals**

Numerous wild dog tracks were seen along the tracks but no live dogs were seen.

#### **3.3 Quarantine issues**

Nil

### **4. INFRASTRUCTURE**

#### **4.1 Fencing**

All fencing seen during the 2013 inspection was in good condition. There are sets of laneways on the marine plain to the west of the highway and a laneway to the export yards.

#### **4.2 Watering points**

There are 43 working artificial waters on Roebuck Plains: 39 bores and 4 dams. During the inspection fifteen bores and dams were visited and found to be in good working order.

#### **4.3 Structures**

The homestead, workers quarters, and other outbuildings were in good condition.

#### **4.4 Yards**

There are six sets of steel trucking yards on Roebuck Plains station. They are located at the export facility at Prices bore, Alister's bore, Cow well, the homestead, Ram bore and Jerricop bore. Other yards are located at Coomacop bore and Sheepcamp bore. All the trucking yards except for the export facility were visited and found to be in good condition.

### **5. ADDITIONAL COMMENTS**

#### **5.1 Year 2015 exclusions**

In 2015, 4601 ha will be excluded from the lease for 'Conservation of Flora and Fauna'.

#### **5.2 General**

This assessment and report was done at the request of the lessee.



## **APPENDIX A**

## **MONITORING SITES**

### **Pastoralist monitoring systems**

Many pastoral properties throughout Western Australia have photographic monitoring sites to assist managers with pasture management and stocking decisions. Information from the monitoring sites provides managers with a useful guide to the impacts of their management on the different pasture types within the lease. The Department of Agriculture and Food can assist pastoralists to install photographic monitoring sites and record and interpret information from them.

### **Western Australian Rangeland Monitoring System (WARMS)**

The Government has established a network of Western Australian Rangeland Monitoring System (WARMS) sites throughout the pastoral areas of the State of Western Australia. These sites provide both geographical and vegetation type coverage, however, proportionally more sites were established in the productive vegetation types than in the less productive types. The purpose of WARMS is to inform Parliament, its agencies and the community on changes and condition of the State's pastoral rangelands based on objective data from these sites.

The information from WARMS sites on a lease complements the photographic monitoring site information and may assist with the interpretation of changes observed on these sites.

## **APPENDIX B**

## **CONVENTIONS AND ASSOCIATED DEFINITIONS USED IN RANGELAND CONDITION ASSESSMENTS**

### **1. Carrying capacity**

The *potential carrying capacity* is derived from the estimates of stocking rates which each rangeland type, in its original condition, can support on a long term basis without damage to the rangeland resource. The area of these rangeland types on each lease is derived from rangeland survey information and together with the estimated stocking rate is used to calculate potential carrying capacity.

The potential carrying capacity assumes the capacity of the lease to produce forage has not been reduced and that water point distribution is sufficient to ensure that all pastures on the lease are able to be grazed all year round.

The *present carrying capacity* of the lease will, in most cases, be less than the potential carrying capacity and will be affected by factors such as:

- range condition (a decline in range condition may reduce carrying capacity);
- area of severely degraded and eroded (sde) rangeland (these areas require remedial management such as total exclusion of stock);
- grazing distribution (grazing distribution within a paddock may be affected by water point and pasture distribution, fence alignments and landscape features).

The present carrying capacity in Rangeland Condition Assessments assumes that severely degraded and eroded rangeland is not stocked and adjustments are made for range condition. In calculating the present carrying capacity it is also assumed that all pastures occurring on the lease are accessible to and utilised by livestock.

The potential carrying capacity and present carrying capacity should be used only as yardsticks by which to compare the average number of stock on the lease over a number of years. It is the lessees' responsibility to ensure that overgrazing of pastures does not degrade the rangeland resource. The actual number of stock run in any one year can vary according to factors such as:

- current seasonal conditions;
- history of seasons prior to current season;
- numbers of non-domestic herbivores;
- stock distribution.



## 2. Livestock comparisons

Any consideration of stocking rates for management purposes must take into account the significant differences in the amount of forage consumed by different classes of livestock within a flock or herd. The forage consumed varies according to sex, age, pregnancy and lactation status, the quality and quantity of feed on offer, the condition and size of the animal, water quality and the season of the year.

The table below describes the relativity's between different classes of animals. The units used in the table are the dry sheep equivalent (dse) and the cattle unit (cu). One cattle unit is equivalent to seven dry sheep equivalents.

### *Relative requirements for different livestock class on an annual basis*

1 wether	=	1 dry sheep equivalent
1 ewe	=	1.3 dry sheep equivalents (average requirement for ewes in a flock producing 50% of lambs)
1 weaner	=	0.7 dry sheep equivalents (from weaning to 1 year old)
1 ram	=	1.5 dry sheep equivalents
1 bullock/steer	=	1 cattle unit (7 dry sheep equivalents)
1 y.o. steer or heifer	=	0.8 cattle units
1 cow	=	1.4 cattle units (average requirement for cows in a herd producing 50% of calves)
1 weaner	=	0.6 cattle units
1 bull	=	1.5 cattle units

## 3. Rangeland assessment

Rangeland in Western Australia is assessed in terms of range condition which takes into account the condition of the perennial vegetation and the soil.

**A good range condition rating** indicates that there is no soil erosion and the species composition, plant density and population structure of the perennial vegetation has changed little under grazing.

**A fair range condition rating** indicates that there is either no soil erosion or it is minor; there may be some reduction in palatable perennial species and an increase in unpalatable species and a reduction in the number of younger perennial plants.

**A poor range condition rating** indicates that soil erosion is moderate to severe on susceptible soils; most palatable perennial species have been eliminated and there may be an increase in unpalatable species.

Where the landscape shows a combination of erosion and major disturbance in perennial species composition, it is referred to as **severely degraded and eroded (sde)** and must receive corrective management. Corrective management is also required for poor range condition landscapes which are not eroded but where the vegetation has the capacity to respond. On the other hand some inherently stable landscapes may have lost the capacity to respond and no corrective management can be defined.



Your ref:  
Our ref: L00550-2011  
Enquiries: Caroline Horsfield  
Tel: (08) 6552 4543  
E-mail: plb@lands.wa.gov.au

16 May 2014

Dear Lessee

### **RANGELAND CONDITION MONITORING - NEW PROPOSAL FOR AN INTEGRATED MONITORING PROGRAM**

As you are aware, it has been the intention of the Pastoral Lands Board (Board) to introduce mandatory Rangeland Condition Monitoring (RCM) in 2015.

The Board is aware of the disquiet in the industry over RCM. For this and other reasons, including the recent release of freely available Landsat data by the United States Geological Service, the Board has chosen to reconsider the use of remotely sensed data for rangeland monitoring.

At the request of the Board, the Department of Lands (DoL) has developed an integrated monitoring program framework which combines the key components of spatial data from satellite imagery and ground-based monitoring.

This framework has been endorsed by the Board for further development by DoL and aims to achieve policy, land management and compliance objectives. It also represents a shift away from the current RCM methodology and recognises that rangeland monitoring is a responsibility shared by Government and lessees.

The program intends to deliver a robust and transparent system for monitoring the rangelands utilising satellite images to derive policy and establish compliance. This will provide an efficient, transparent monitoring tool from a single data image archive across Government and industry.

Lessees will be given access to the satellite images and to VegMachine, a software package developed by CSIRO and funded by Meat and Livestock Australia which enables the utilisation of satellite imagery as a primary production tool.

Given the intent to use satellite imagery to provide considerable information, the Board is reconsidering the level of ground-based monitoring that will be requested to be done by lessees. Once the program development has determined the monitoring capability of the satellite imagery, the ground-monitoring component will be adjusted accordingly. It is likely that some initial baseline data will still be required; however the level of ongoing ground monitoring will be determined by the condition trend indicated by the satellite imagery. It is proposed that at a minimum, lessees will be required to take fixed point photographs associated with the ground-monitoring sites.



It is intended that pilot studies will be undertaken in different regions. The pilot studies will critically assess the usefulness of the program and obtain industry feedback, utilising the pilot locations as a basis for demonstration.

The Board looks forward to working in consultation with the pastoral industry and lessees to develop a monitoring program that both satisfies the Board's responsibilities and provides a useful tool for rangeland management.

Yours sincerely



Leanne Corker  
Chair - Pastoral Lands Board

Ph: 9184 5136

Email: [redhill3@activ8.net.au](mailto:redhill3@activ8.net.au)

cc

Hon Terry Redman MLA Minister for Lands

Hon Ken Baston MLC Minister for Agriculture and Food

Ms Ellen Rowe Chairman Pastoralists & Graziers Pastoral Committee



**Mundy, Leah**

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 30 July 2014 12:07 PM  
**To:** 'plb@lands.wa.gov.au'  
**Subject:** Request for Ministerial Consent - Crown Lease 516-1997/Pastoral Lease 3114/499  
**Importance:** High

Dear Gillian,

Thank you for taking my call yesterday and for clarifying the administrative processes.

As discussed, the Indigenous Land Corporation (ILC) is the current lessee of Roebuck Plains Station being Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197, Broome Hwy, Via Broome, WA 6725 (Land). The ILC as part of its statutory functions under the Aboriginal and Torres Strait Islander Act 2005 (Cth) is proposing to divest the Land to Nyamba Buru Yawuru Ltd (NBY), a body corporate set up by the Yawuru Traditional Owners to hold assets for the Yawuru Native Title Holders Aboriginal Corporation.

The ILC and NBY have been in discussion for an extended period over the divestment and future use of the Land. Subject to Ministerial Consent the parties have agreed that the ILC will divest the whole of Land to NBY and immediately upon divestment the ILC will lease the whole of the Land from NBY (Sublease) so that it can provide rental income for NBY and for the ILC to continue with its existing pastoral activities and provide training to Indigenous Australians.

The parties are keen to effect this dual transaction as soon as possible given the period of negotiation thus far but more importantly the obvious ongoing benefits (financial or otherwise) to NBY and in particular the Yawuru Traditional Owners.

The ILC Board will meet on 12<sup>th</sup> August where it is expected to formally approve the granting of the Land and to enter into a Sublease and this application is subject to the ILC Board formally approving the proposed dual transaction.

Pursuant to the Land Administration Act 1997 (WA) the ILC therefore urgently seek your consent for the proposed transaction.

I understand that the registration of the Sublease cannot occur until the 2015 Pastoral Lease Renewal process commences.

By way of further background the ILC is also proposing to divest and sublease back a related property being the Roebuck Cattle Yards being Crown Lease J-298931 – Volume/Folio LR3110/463 to NBY and we have been liaising with your colleague, Ms Leanne Shaw from the General Crown Lease Section.

Please let me know if you require any further information and I look forward to your favourable response.

Thanks again  
Tri

Tri Due Nguyen | General Counsel | Indigenous Land Corporation  
T: (08) 81007100 | F: (08) 81007171 | T: (08) 81007112 (direct) | M: 0418 815 684  
Email: Tri.Nguyen@ilc.gov.au | Web: [www.ilc.gov.au](http://www.ilc.gov.au)  
Level 7, 121 King William Street, Adelaide SA 5000 | GPO Box 652, ADELAIDE SA 5001

## Mundy, Leah

---

**From:** Alderton, Kate  
**Sent:** Wednesday, 30 July 2014 12:25 PM  
**To:** Rodney Nichole  
**Cc:** Nguyen, Tri; Dean Newton  
**Subject:** RE: Transfer of ILC Landholdings and proposed SubLease

Hi Rodney

As discussed this morning, the ILC is preparing documentation for its Board that will meet on 12 August 2014 to consider the transfer of the following properties to NBY:

- Roebuck Plains Station
- Roebuck Cattle Yards
- OTC Dampier

The Board will sign Deeds of Grant for all three properties to enact this transfer. NBY will be sent the Deeds for its execution by Monday 4 August.

Following the Board approval, the ILC will commence the administrative process to transfer the Crown leases for Roebuck Plains Station and Roebuck Cattle Yards. We will proceed with the transfer this year so that the financial benefits can flow to NBY sooner. NBY will be required to renew the Crown Lease as part of the 2015 renewal process so that a new Crown Lease will be issued to NBY and NBY are committed to renewing the sublease to ILC.

As such, the Documentation to effect the land transfers and grants of monies and Administrative process is set out as follows. I have highlighted the steps that relate to NBY actions in red.

### Documentation

- Deed of Grant of Land (OTC): provided to NBY by 4 August returned to ILC by 8 August
- Deed of Grant of Land (Roebuck Plains Station): provided to NBY by 4 August returned to ILC by 8 August
- Deed of Grant of Land (Roebuck Cattle Yards): provided to NBY by 4 August returned to ILC by 8 August
- Deed of Grant of Money for Infrastructure Investment Sinking Fund (\$1.5M): paid within 30 days of commencement of the Sublease
- Deed of Grant of Money for Cultural and Environmental Land Management Activities (\$1M): paid upon the Grant of Land
- Transfer Forms for Department of Lands (OTC, Roebuck Export Depot & Roebuck Plains Station): - ILC Legal is preparing now.
- Sublease: As sublessor NBY will have responsibility for preparing this.

### Administrative processes

The Grant of Land and Sublease are both subject to Ministerial consent so the effective date is the latter of Ministerial Consent and date of execution of the relevant docs.

The process for effecting these Grants/transfers & Subleases are as follows (based on advice from both areas of the Department of Lands – General Crown Lease section & Pastoral Lands section).

#### Crown Lease Transfer & Sublease (Roebuck Export Depot):

1. ILC writes to DoL seeking consent [ILC has done this].
2. DoL provides in principle approval [letter from DoL dated 23/07/14].
3. ILC prepares & submit transfer and Sublease.
4. DoL formally endorses the transfer & Sublease (approx 7 days).
5. ILC then registers transfer & Sublease with WA LTO.

#### Pastoral Lease Transfer & Sublease (Roebuck Plains Station):

1. ILC writes to DoL (Pastoral Lands section) seeking consent.



2. DoL provides a Permission to Sell letter which contains a number of conditions, which the transferee (NBY) has to meet.
3. ILC provides the Permission to Sell letter and attaching conditions to NBY to complete and respond.
4. As part of the response NBY will also apply as transferee seeking consent to receive the transfer.
5. One of the conditions on NBY as transferee is it has to let DoL know what it intends to do with the Land, which it will simply say it wishes to sublease the whole of the land to the ILC and therefore seeks Ministerial Consent.
6. Draft Sublease is submitted along with the response in 5.
7. ILC also writes to DoL endorsing NBY's response in 5.
8. DoL provides formal consent.
9. Transfer & Sublease are then signed and lodged with WA LTO along with DoL consent letter.

Trust this assists Rodney, feel free to call me or Tri to discuss further.

Kind regards

Kate Alderton

**Manager | Western Division**

**Indigenous Land Corporation**

Level 12, Carillon City Office Tower | 207 Murray St, Perth WA 6000

PO Box 7502 Cloisters Square, Perth WA 6850

ph: 08 9420 6300 f: 08 9420 6333

[www.ilc.gov.au](http://www.ilc.gov.au)



**Australian Government**  
**Indigenous Land Corporation**

5 August 2014

Mr Anthony DeBarro  
Executive Director – LAMP  
Department of Lands  
By email: [2015@lands.wa.gov.au](mailto:2015@lands.wa.gov.au)

Dear Mr DeBarro

**Ref: Confirmation of Details for Lease Renewal Document: Roebuck Plains Station  
(Lands Ref: A4794914/L00378-2012)**

I refer to my previous correspondence to you dated 31 July 2014.

The Indigenous Land Corporation will be transferring the Pastoral Lease for Roebuck Plains to the operating entity representing the Yawuru Native Title Holders of Broome, Nyamba Buru Yawuru Ltd before the time of the new 2015 lease comes into effect. The transfer documentation relating to this lease is likely to be submitted to the Department by late August. Note a request for *Permission to Sell* letter was sent to the relevant area on 30 July 2014.

Please find herewith the completed form relating to the Roebuck Plains Pastoral Lease and below the standard execution clause for Nyamba Buru Yawuru Ltd:

Executed by **Nyamba Buru Yawuru Ltd ACN** )  
137 306 917 in accordance with section 127(1) )  
of the *Corporations Act 2001 (Cth)*: )  
 )  
 )

.....  
Signature of director

.....  
Signature of director or company secretary\*

\*delete whichever does not apply

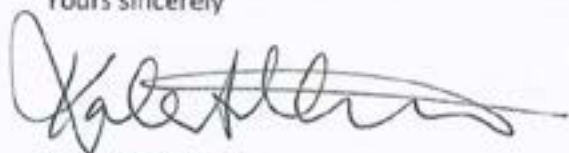
.....  
Name (please print)

.....  
Name (please print)



Please contact me on telephone 9420 6300 or email [kate.alderton@ilc.gov.au](mailto:kate.alderton@ilc.gov.au) should you wish to discuss any of these matters further.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Kate Alderton', with a long horizontal flourish extending to the right.

**KATE ALDERTON**

Divisional Manager, Western



Government of Western Australia  
Department of Lands

## CONFIRMATION OF DETAILS FOR LEASE RENEWAL DOCUMENT

Please fill in the information fields below and return to the Department of Lands by 31 July 2014. We appreciate you taking the time to complete these details as it will greatly assist in ensuring that there are no undue delays/errors when drafting the documents for the lease renewal process.

### DETAILS

Station Name ROEBUCK PLAINS

State full name of Lessee / Lessees (if the lessee is not an individual include ACN, ICN, ABN etc)

NYAMBA BURU YAWURU LTD  
ACN 137 306 917

Address to which future notices regarding the lease can be sent. This will be included on the lease to be registered at Landgate:

PO BOX 425  
BROOME WA 6725  
ATTENTION: RODNEY NICHOLE, GENERAL COUNSEL

If the Lessee is not an individual, please provide a copy of the standard execution clause of the entity or insert the details in the panel below. (Refer to the attached examples regarding signing of legal documents.)

SEE ATTACHED LETTER.

Email Address:

rodney.nichole@yawuru.org.au

Signature of lessee:

Provided by ~~Wendy Hutton~~, Divisional  
Manager, ILC.

Please return the form to the Department of Lands via:

a) Post at -  
Department of Lands  
2015 Project  
PO Box 1143  
WEST PERTH WA 6872

b) Scanned and forwarded by email to:  
2015@lands.wa.gov.au

**Mundy, Leah**

---

**From:** Hosking, Grant  
**Sent:** Thursday, 7 August 2014 8:41 AM  
**To:** Nguyen, Tri; Lindsay, Jodie; Alderton, Kate; Damgaard, Hanne  
**Cc:** Mundy, Leah; Cook, Garry  
**Subject:** RE: Deeds of Grant for Roebuck and RED - Asset Registers

Sorry if I confused you all but these registers were not meant to be included 'as is' in the contract. They were meant to be reviewed to determine what is infrastructure and what is a chattel and what is to be excluded.

Given the short time-frame they were not filtered.

Cheers  
Grant

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 6 August 2014 7:46 PM  
**To:** Lindsay, Jodie; Hosking, Grant; Alderton, Kate; Damgaard, Hanne  
**Cc:** Mundy, Leah; Cook, Garry  
**Subject:** RE: Deeds of Grant for Roebuck and RED - Asset Registers

Thanks Jodie.

Grant/Hanne,

All I need is an actual list of infrastructure and chattel. I have no idea what they are so I suggest you guys work with Kate/Garry on a finite list. It may be a simple exercise of deleting the ones not being transferred from the lists Grant sent me earlier.

I will give you a call to see if this is possible.

Cheers  
Tri

---

**From:** Lindsay, Jodie  
**Sent:** Wednesday, 6 August 2014 7:44 PM  
**To:** Nguyen, Tri; Hosking, Grant; Alderton, Kate; Damgaard, Hanne  
**Cc:** Mundy, Leah; Cook, Garry  
**Subject:** RE: Deeds of Grant for Roebuck and RED - Asset Registers

Apologies all,

I think there is some confusion here, I was not copied in on this email from Grant and the asset registers that Grant sent include equipment, furniture etc that is definitely not being granted. *These assets registers as they were sent can definitely not be included in attachment D* (Sorry Grant)

Grant is correct in that fact that I would like the contracts to make the transfer of "chattels" and "infrastructure" clear and unambiguous. And dealings in these things post grant clear.

I think the main confusion is, that originally there was no reference to infrastructure and limited items are included in the chattels. Some of the items that appear in the chattels list – would be considered infrastructure and others that would not.

Tri, As I am travelling tomorrow – can I get you to liaise with Hanne.

Regards

JODIE

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 6 August 2014 5:58 PM  
**To:** Hosking, Grant; Alderton, Kate  
**Cc:** Mundy, Leah; Lindsay, Jodie; Cook, Garry  
**Subject:** FW: Deeds of Grant for Roebuck and RED - Asset Registers  
**Importance:** High

Thanks Grant.

Kate,  
Revised Deeds attached. Please let everyone know if you are happy with the changes: specific reference to the Asset Register List in the Infrastructure definition as well as the Chattel Schedule C, additional Attachment D for the Asset Register List to be attached to the Deed.

Jodie,  
If you are happy can you progress the F15?

Thanks  
Tri

---

**From:** Hosking, Grant  
**Sent:** Wednesday, 6 August 2014 5:37 PM  
**To:** Nguyen, Tri  
**Cc:** Mundy, Leah  
**Subject:** Deeds of Grant for Roebuck and RED - Asset Registers

Hi Tri,

Here are the two relevant asset registers for the two properties on contracts 3731 and 3733. As explained, Jodie requires specific assets to be determined in the contracts to make the transfer of "chattels" and "infrastructure" clear and unambiguous.

Cheers

**Grant Hosking**  
Accountant  
Indigenous Land Corporation  
Ph 08 8100 7139 | F 08 8100 7171 |  
E: [grant.hosking@ilc.gov.au](mailto:grant.hosking@ilc.gov.au) | [www.ilc.gov.au](http://www.ilc.gov.au)



## Mundy, Leah

---

**From:** Alderton, Kate  
**Sent:** Wednesday, 6 August 2014 7:05 PM  
**To:** Nguyen, Tri; Hosking, Grant  
**Cc:** Mundy, Leah; Lindsay, Jodie; Cook, Garry  
**Subject:** RE: Deeds of Grant for Roebuck and RED - Asset Registers

**Importance:** High

Hi All  
The asset registers include FFE, Plant and equipment and motor vehicles and bikes.  
None of these assets are considered infrastructure for the purposes of the transfer of land in my opinion - all relate to the operation of the business which the ILC is not divesting in the case of the Station or the Depot.

Jodie – Garry will discuss this with you tomorrow in Canberra.

Once agreement is reached, we can finalise the documents and print to send to NBY. We were aiming for this to be completed before the Board meet on Tuesday 12<sup>th</sup> August to consider the matter however, its more important that we get this very correct.

Regards  
Kate

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 6 August 2014 4:28 PM  
**To:** Hosking, Grant; Alderton, Kate  
**Cc:** Mundy, Leah; Lindsay, Jodie; Cook, Garry  
**Subject:** FW: Deeds of Grant for Roebuck and RED - Asset Registers  
**Importance:** High

Thanks Grant.

Kate,  
Revised Deeds attached. Please let everyone know if you are happy with the changes: specific reference to the Asset Register List in the Infrastructure definition as well as the Chattel Schedule C, additional Attachment D for the Asset Register List to be attached to the Deed.

Jodie,  
If you are happy can you progress the F15?

Thanks  
Tri

---

**From:** Hosking, Grant  
**Sent:** Wednesday, 6 August 2014 5:37 PM  
**To:** Nguyen, Tri  
**Cc:** Mundy, Leah  
**Subject:** Deeds of Grant for Roebuck and RED - Asset Registers

Hi Tri,

Here are the two relevant asset registers for the two properties on contracts 3731 and 3733. As explained, Jodie requires specific assets to be determined in the contracts to make the transfer of "chattels" and "infrastructure" clear and unambiguous.

Cheers

**Grant Hosking**

Accountant

Indigenous Land Corporation

Ph 08 8100 7139 | F 08 8100 7171 |

E: [grant.hosking@ilc.gov.au](mailto:grant.hosking@ilc.gov.au) | [www.ilc.gov.au](http://www.ilc.gov.au)

## Mundy, Leah

---

**From:** Nguyen, Tri  
**Sent:** Wednesday, 30 July 2014 9:17 AM  
**To:** Petty, Barry; Mundy, Leah  
**Subject:** FW: Divestment and lease back of Roebuck Plains Station: ILC and Nyamba Buru Yawuru (NBY)

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Barry/Leah,  
FYI below on the process for Ministerial consent for both general Crown Lease & Pastoral Lease.  
Cheers  
Tri

---

**From:** Nguyen, Tri  
**Sent:** Tuesday, 29 July 2014 6:55 PM  
**To:** Dillon, Michael; North, Craig; Alderton, Kate  
**Cc:** Cook, Garry; Lindsay, Jodie  
**Subject:** RE: Divestment and lease back of Roebuck Plains Station: ILC and Nyamba Buru Yawuru (NBY)  
**Importance:** High

Dear all,

After conversations with some of you today I thought I'd send this email to update on:

1. Timing for payment;
2. Documentation; and
3. Administrative processes.

### Timing for payment

- Infrastructure Investment Sinking Fund (\$1.5M): - this will only be paid within 30 days of commencement of the Sublease
- Cultural & Environmental LM Activities (\$1M): - this will only be paid upon the Grant of Land
- Lease payment from 1 July 2014: - As the lease has not come into existence it is appropriate for the ILC to secure its right to the Sublease by providing consideration for NBY's agreement to enter into a Sublease (as outlined in the agreed term sheet) and for NBY to continue to work towards formal Sublease preparation and execution. [Kate, I suggest you amend the Board paper to include this pro-rata sum as consideration for NBY's agreement to enter into a Sublease with the ILC and for the ILC to secure this right to a Sublease. NOTE this is separate from the sign-on fee of \$10K as that money relates to the transfer of the Pastoral Lease].

### Documentation

- Deed of Grant of Land (OTC): - Already finalised with Kate
- Deed of Grant of Land (Roebuck Plains Station): - Further draft is with Kate for review. As the Sublease including the renewal is 15 years, I have included clauses to ensure the ILC is still entitled to the Sublease post 1 July 2015 Pastoral Lease Renewals.
- Deed of Grant of Land (Roebuck Export Depot): - Further draft is with Kate for review. As the Sublease including the renewal is 15 years, I have included clauses to ensure the ILC is still entitled to the Sublease post renewal of the Headlease (Crown Lease) in 2020.
- Deed of Grant of Money (\$1.5M): - Draft is sitting with Kate for review. As it is related to the Sublease I have included clauses to ensure the ILC is still entitled to the Sublease post 1 July 2015 Pastoral Lease Renewals, failing which the money has to be refunded to the ILC.
- Deed of Grant of Money (\$1M): - Draft is sitting with Kate for review.



- Transfers (OTC, Roebuck Export Depot & Roebuck Plains Station): - One of my team members is preparing this now.
- Sublease: - NBY has recently recruited a new legal counsel and I have been liaising with him. He has the Term Sheet and a basic ILC template for consideration. As sublessor NBY will have responsibility for preparing this and I from my conversation with them back in May they were in discussion with external lawyers so I hope they can get a move on quickly.

#### **Administrative processes**

The Grant of Land and Sublease are both subject to Ministerial consent so the effective date as suggested in my email below is the latter of Ministerial Consent and date of execution of the relevant docs.

The process for effecting these Grants/transfers & Subleases are as follows (after my conversation with both areas of the Department of Lands today – General Crown Lease section & Pastoral Lands section).

#### Crown Lease Transfer & Sublease (Roebuck Export Depot):

1. ILC writes to DoL seeking consent [Kate has done this].
2. DoL provides in principle approval [letter from DoL dated 23/07/14].
3. ILC prepares & submit transfer and Sublease.
4. DoL formally endorses the transfer & Sublease (approx 7 days).
5. ILC then registers transfer & Sublease with WA LTO.

#### Pastoral Lease Transfer & Sublease (Roebuck Plains Station):

1. ILC writes to DoL (Pastoral Lands section) seeking consent.
2. DoL provides a Permission to Sell letter which contains a number of conditions, which the transferee (NBY) has to meet.
3. ILC provides the Permission to Sell letter and attaching conditions to NBY to complete and respond.
4. As part of the response NBY will also apply as transferee seeking consent to receive the transfer.
5. One of the conditions on NBY as transferee is it has to let DoL know what it intends to do with the Land, which it will simply say it wishes to sublease the whole of the land to the ILC and therefore seeks Ministerial Consent.
6. Draft Sublease is submitted along with the response in 5.
7. ILC also writes to DoL endorsing NBY's response in 5.
8. DoL provides formal consent.
9. Transfer & Sublease are then signed and lodged with WA LTO along with DoL consent letter.

Kate,

Could you outline the above steps to NBY so that they are ready to move quickly as steps 3-6 require their input.

Mike,

As timing is critical, with your approval I will write to DoL seeking their Permission to Sell letter asap. My letter to them will state that it is subject to Board approval for the Grant & Sublease. They have agreed to give priority to our application.

Please let me know if you have any other queries.

Thanks

Tri

---

**From:** Nguyen, Tri

**Sent:** Tuesday, 29 July 2014 1:00 PM

**To:** North, Craig

**Cc:** Dillon, Michael; Lindsay, Jodie; Alderton, Kate

**Subject:** RE: Divestment and lease back of Roebuck Plains Station: ILC and Nyamba Buru Yawuru (NBY)

Craig,



The grant and sublease is subject to Ministerial consent. Therefore if we can, we should try to seek Ministerial consent now so that once the Deed is signed in September it is effective from the signing date in September. The term sheet should refer to the Commencement Date as "the latter of the date of Ministerial Consent and the date of execution of the Deed of Grant of Land". You can agree for an earlier commencement date of the sublease, ie, a date earlier than the actual completed signing of the lease but whatever date that is agreed to it cannot be earlier than the "latter of the date of Ministerial Consent and the date of execution of the Deed of Grant of Land".

Cheers  
Tri

---

**From:** North, Craig  
**Sent:** Tuesday, 29 July 2014 12:42 PM  
**To:** Nguyen, Tri  
**Cc:** Dillon, Michael; North, Craig; Lindsay, Jodie; Alderton, Kate  
**Subject:** FW: Divestment and lease back of Roebuck Plains Station: ILC and Nyamba Buru Yawuru (NBY)

Hi Tri,

Thanks for the table on the lease/sublease transfer arrangements and the status of other funding contracts.

The issue I was seeking to discuss & resolve yesterday at the Exec Group was that of the sublease b/t us and NBY, particularly the issue of the commencement date of the sublease and the lease fee payments from 1 July 2014, as per the Term Sheet.

I have attached the term sheet provided to us by NBY that sets out the key terms and conditions of leasing and subleasing arrangements. The Term Sheet states that the commencement of the sublease will be 1 July 2014 with the starting rent to be \$340,000 for RPS which is paid quarterly.

With that in mind and the advice you have provided, what are we proposing to be the commencement date of the sub-lease? I assume it will be the date of the execution of the sub-lease by both parties (in September) following ILC Board approval? Is that right or will it be something else like the date of the Minister's approval of the sub-lease? The subsequent question that arises is: does that cause us any issues in making the first quarterly lease payment, as per the term sheet, because 1 July 2014 has now past and it's looking like September 2014 before the sub-lease will be executed.

I'm trying to work out if we need to discuss changes to the Term Sheet with NBY sooner rather than later.

Happy to discuss further.

Cheers,

Craig,

---

**From:** Nguyen, Tri  
**Sent:** Monday, 28 July 2014 4:59 PM  
**To:** Dillon, Michael  
**Cc:** North, Craig; Lindsay, Jodie; Alderton, Kate  
**Subject:** Divestment and lease back of Roebuck Plains Station: ILC and Nyamba Buru Yawuru (NBY)

Hi Mike,

Please find attached a table showing the various legal agreements and their status.

Cheers  
Tri





**'Consent'** means the prior written consent of the ILC Board or its delegate, which is to be provided in a form approved by the ILC Board;

**'Corporation'** means **Nyamba Buru Yawuru Ltd** (ABN 87 137 306 917) and its successors and assigns;

**'Deed'** means this Deed of Grant of Land;

**'Execution Date'** means the date the parties execute the Deed;

**'Grant'** means the grant of the Interest to the Corporation pursuant to Clause 2.1 of this Deed;

**'Headlease'** means Crown Lease 516-1997 being Pastoral Lease 3114/499 to be transferred pursuant to this Deed to the Corporation and to be renewed by the Corporation as part of the Western Australian 2015 Pastoral Lease Renewal process;

**'Indigenous'** means relating to Aboriginal persons or Torres Strait Islanders;

**'Infrastructure'** means all physical improvements to the Land including without limitation buildings and other structures affixed to the Land;

**'ILC'** means the Indigenous Land Corporation, a body corporate established pursuant to Part 4A of the ATSI Act;

**'Interest'** means the ILC's legal and equitable interest in the Land;

**'Land'** means the 276,182ha land known as Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197 and includes the Water Licences.

**'Land Management Activities'** has the meaning given to those words in section 191E(5) of the ATSI Act;

**'Land Acquisition Proposal'** means a proposal submitted to the ILC by the Corporation, in accordance with the procedures established by the ILC from time to time, for the ILC to acquire land;

**'Mortgage'** means a mortgage lodged by the ILC pursuant to clause 7.1(f) of this Deed;

**'Officer'** has the meaning given to those words in the *Corporations Act 2001* (Cth);

**'Permitted Uses'** means pastoral activities consistent with the conditions of Pastoral Lease 3114/499 including entering into leases and/or licences with other parties for the purpose of income generation.

**'Rates and Taxes'** means all rates, taxes, charges, duties, costs, contributions to capital works of any government or of any governmental, municipal, semi-governmental, statutory or other public authority, corporation or department, assessed, charged or imposed on the Land or on the owner or owners of the Land;

**'Scheme'** means any agreement, arrangement, understanding, promise or undertaking, or any scheme, plan, proposal, course of action or course of

conduct, whether express or implied and whether legally enforceable or not, and whether done alone or in association with others;

**'Sublease'** means a sublease between the Corporation, as sublessor and the ILC and/or its Related Entity (as that term is defined in the Corporations Act 2001 as amended) as sublessee for the whole of the Land in accordance with the essential terms and conditions in Attachment "C";

**'Torres Strait Islander'** has the meaning given to those words in the ATSI Act;

**'Transfer Form'** means the documentation required to perfect a transfer of the Interest from the ILC to the Corporation;

**'Transfer Date'** means 30 days from the Execution Date or such other date as may be agreed by the parties; and

**'Water Licences'** means all existing developed stock bores.

## **2. GRANT OF INTEREST**

2.1 Subject to the Corporation complying with its obligations under this Deed, the ILC will:

- (a) grant the Interest to the Corporation;
- (b) grant the Chattels to the Corporation; and
- (c) grant the Infrastructure to the Corporation.

by transferring them to the Corporation on the Transfer Date;

2.2 As soon as practicable after the Execution Date, the Corporation shall prepare:-

- (a) a duly registrable Transfer Form executed by the Corporation; and
- (b) a duly registrable caveat which:
  - (i) names the ILC as caveator;
  - (ii) identifies the facts giving rise to the ILC's caveatable interest as being the ILC's rights arising pursuant to the terms of this Deed, and the ILC's rights under section 191SA of the ATSI Act; and
  - (iii) gives the Corporation's consent to Caveat.

2.3 As soon as practicable after:

- (a) the ILC receives the documentation referred to in clause 2.2 of this Deed; and
- (b) the ILC has formed the view that the documentation has been prepared in accordance with this Deed,

but before the Transfer Date, the ILC must execute the Transfer Form and the Caveat.



- 2.4 As soon as practicable after the ILC has executed the Transfer Form, it must return it to the Corporation for stamping purposes.
- 2.5 The Corporation must return the Transfer Form to the ILC immediately upon receiving a written request from the ILC for it to do so, at any time prior to the Transfer Date.
- 2.6 On the Transfer Date, the parties shall attend to settlement of the Grant by lodging the Transfer Form and the Caveat for registration.
- 2.7 The parties must do all things necessary and convenient to effect the registration of both instruments in accordance with all relevant legislative requirements, but subject to the obligations imposed by this Deed.

### **3. CONDITION PRECEDENT OF GRANT**

- 3.1 The Grant is subject to:

- 3.1A. The Corporation granting the ILC a Sublease;

- 3.1B. The Minister for Lands, Western Australia providing written consent:

- a) of the Grant by the ILC;
    - b) of the Sublease by the Corporation

and this Deed is of no effect until:

- i. the Minister for Lands has provided its written consent; and
  - ii. the ILC has duly executed the Deed and the Sublease.

### **4. CONDITIONS WHICH DETERMINE THE GRANT**

- 4.1 The Grant is made subject to condition that, at all times after the Transfer Date, the Corporation:-

- (a) in consideration of this Grant, will do everything within its power to ensure the ILC enjoys the full benefits of the Sublease and the Corporation hereby agrees to grant to the ILC a Sublease commencing immediately upon the effective renewal of the Headlease provided that the Term (as that term is defined in the essential terms and conditions in Attachment "C") of the Sublease will be reduced by 12 months;

- (b) remains an Aboriginal or Torres Strait Islander Corporation;
  - (c) remains solvent;
  - (d) does not have its registration as a corporation revoked or is not deregistered;
  - (e) will not allow the Rates and Taxes to remain due for payment for more than 11 months;
  - (f) does not go into liquidation.

- 4.2 The Grant is of a determinable interest and will continue so long as the Corporation does not breach any of the conditions contained in clause 4.1.

In the event that the Corporation breaches any of the conditions contained in clause 4.1 the Corporation will;

- (a) forthwith:
  - (i) reconvey the Land to the ILC for no consideration; or
  - (ii) surrender the Land to the ILC pursuant to section 191T of the ATSI Act; and,
- (b) forthwith reconvey the Chattels to the ILC for no consideration; and
- (c) do all things necessary and execute all documents to effect, as soon as possible, a reconveyance or surrender of the Land and/or the Chattels to the ILC.

#### **4A. CONDITIONS SUBSEQUENT OF GRANT**

4A.1 The Grant is made subject to condition that, at all times after the Transfer Date, the Corporation:-

- (a) substantially uses the Land for the Permitted Uses;
- (b) does not have an administrator appointed to manage all or part of its affairs;
- (c) does not purport to dispose of its legal or equitable interest in the Land and the Chattels, without first obtaining the ILC's written Consent;
- (d) does not give or purport to give a charge with respect to an asset of the Corporation that consists of, or includes, its legal or equitable interest in the Land or the Chattels, without first obtaining the ILC's written Consent;
- (e) does not, without the written Consent of the ILC, enter into any Scheme by which the Control of the Corporation by Aboriginal persons or Torres Strait Islanders is diminished in favour of non-Indigenous interests or persons; and for the purpose of this paragraph, *Control* includes the capacity or power to govern, manage, regulate or oversee decisions within the Corporation or the capacity to dominate decision-making, directly or indirectly; and
- (f) does not, without the written Consent of the ILC, enter into any Scheme by which the Corporation's Control over, or interest in, the Land and Chattels is diminished in favour of a third party; and for the purpose of this paragraph, *Control* includes the capacity to make decisions affecting the Land and Chattels including decisions regarding the physical or legal possession thereof, access thereto or the granting of rights therein.

4A.2 In the event that the Corporation breaches any of the conditions in clause 4A.1 of this Deed, it shall, in accordance with the written direction of the ILC:



- (d) forthwith:
  - (iii) reconvey the Land to the ILC for no consideration; or
  - (iv) surrender the Land to the ILC pursuant to section 191T of the ATSI Act,
- (e) forthwith reconvey the Chattels to the ILC for no consideration; and
- (f) do all things necessary and execute all documents to effect, as soon as possible, a reconveyance or surrender of the Land and the Chattels to the ILC.

## **5. CONTINUING OBLIGATIONS OF THE CORPORATION**

5.1 The Grant is made subject to the condition that, at all times after the Transfer Date, the Corporation must:

- (a) comply with all obligations imposed on it from time to time by Commonwealth, State and Territory statutes, regulations, by-laws, and other relevant legislative instrument;
- (b) not amend the Corporation's rules that relate to its objects or its membership, without first obtaining the ILC's Consent;
- (c) not take steps to resolve, or resolve, that the Corporation be wound up or placed into administration, without first obtaining the ILC's Consent;
- (d) pay all Rates and Taxes;
- (e) effect and maintain, at its cost, appropriate public liability insurance in respect of the Land; and
- (f) effect and maintain, at its cost, insurance for improvements on the Land.

## **6. OTHER CONDITIONS OF GRANT**

6.1 The Grant is also made subject to the following conditions:

- (a) In the event that the ILC reasonably forms the view that the Corporation may be insolvent, or there is a risk that it could become insolvent, the ILC can:
  - (i) Appoint an investigative accountant at its cost to:
    - (A) review such of the Corporation's books and records as the investigative accountant thinks are necessary for the purposes of it ascertaining whether or not the Corporation is solvent, or there is a risk that it could become insolvent; and
    - (B) provide the ILC with a written opinion on whether or not the Corporation is solvent, or there is a risk that it could become insolvent.
  - (ii) If the investigative accountant appointed pursuant to clause 6.1(a)(i) of this Deed forms the view that the Corporation is

insolvent, or there is a risk that it could become insolvent, the ILC:

(A) must inform the Corporation of this fact in writing; and

(B) can, at its discretion, appoint a receiver to the Corporation.

- (b) In the event that within 12 months from the Execution Date, the ILC offers, at its discretion, the Corporation corporate governance training, all members of the Corporation's Board of Directors, and its Officers shall participate in such training.
- (a) The Corporation will report to the ILC each financial year for the first five (5) years after the Transfer Date using a template which will be provided by the ILC. Such reports will detail the following:
  - (i) whether the Corporation has complied with the obligations imposed by the Deeds of Grant relating to the transfer of:
    - Roebuck Plains Station Pastoral Lease
    - Roebuck Cattle Yards; and
    - OTC Dampier
  - (ii) all Schemes entered into by the Corporation relevant to the Land or the governance, management, regulation or decision-making functions of the Corporation;
  - (iii) the activities that have been undertaken on the Land by the Corporation including those undertaken pursuant to the Land Management activities as detailed in Grant of Monies 3741
  - (iv) The expenditure and interest accrued on the Infrastructure Investment Sinking Fund as detailed in Grant of Monies 3740 and,
  - (v) the benefits being achieved for Indigenous persons through ownership and use of the Land.
- (b) The reports described above in clause 6.1(c) will be prepared using a template which will be supplied to the Corporation and such reports will be prepared and sent to the ILC according to the following time periods:
  - (i) Half year reports relating to the period between 1 July and 31 December will be provided to the ILC by 15 January of the following year
  - (ii) Full year reports relating to the period between 1 July and 30 June will be provided to the ILC by 15 July of that year.
- (c) The Corporation shall comply with all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory



or local authority from time to time, in relation to its ownership of the Land.

- (d) The Corporation agrees and acknowledges that in the event that it breaches its obligations under this Deed, damages will not be an adequate remedy for the ILC.

## **7. DEALINGS IN LAND AFTER GRANT**

7.1 By virtue of entering into this Deed, the Corporation agrees that:

- (a) In order to provide security for the ILC in respect of the Corporation's obligations under the Deed, the Corporation charges its legal and equitable interest in the Land and Chattels in favour of the ILC.
- (b) Any liability or obligation of the Corporation to the ILC arising pursuant to this Deed constitutes an interest of the ILC in the Land and Chattels.
- (c) The Land and Chattels are charged with the payment of all costs and expenses incurred by the ILC in respect of its enforcement of this Deed, and the conditions contained therein.
- (d) If the Corporation fails to comply with its obligations under this Deed the ILC is entitled to exercise its rights as Chargee created pursuant to this clause 7.1 of this Deed.
- (e) It will not take any steps to have the Caveat removed, or purport to make the Caveat lapse.
- (f) The ILC may at any time, in order to:
  - (i) protect its interest in the Land derived pursuant to this Deed and section 191SA of the ATSI Act; and
  - (ii) secure the performance of the Corporation's obligations pursuant to this Deed,register a mortgage over the Land.
- (g) In the event that the ILC lodges a Mortgage the Corporation agrees that it will:
  - (i) cooperate fully with the ILC's registration of the Mortgage; and
  - (ii) not take any steps to have the Mortgage removed.
- (h) To better secure the Corporation's compliance with clause 7.1 of this Deed, the ILC is entitled to request that the Corporation provide it with the Certificate of Title. In the event that such a request is made, the Corporation must provide the Certificate of Title to the ILC as soon as practicable after receiving the request.

## **8. COSTS / UNDERTAKINGS ASSOCIATED WITH GRANT OF THE INTEREST**

8.1 The Corporation agrees that from the Transfer Date, it will be liable for:

- (a) payment of all costs and expenses associated with the Land and the activities on the Land including, but not limited to, gas, electricity,

telephone, heat, water used for domestic and business purposes and other utilities that are provided on and to the Land;

- (b) insuring the Land and the improvements on the Land;
- (c) insuring activities conducted on the Land; and
- (d) payment of all Rates and Taxes imposed in respect of the Land, where liability for payment of those Rates and Taxes arises after the Transfer Date.

8.2 Until the Transfer Date, the ILC will:

- (a) ensure that there are current policies of insurance for the Land and any improvements on the Land; and
- (b) be liable for the payment of Rates and Taxes (or where relevant shall claim exemption from such Rates and Taxes), where liability for payment of those Rates and Taxes arises on or before the Transfer Date.

8.3 A. The ILC agrees to pay:

- (a) any stamp duty up to \$572,260 (GST exclusive) which may be assessed in respect of the transfer of the Land provided that the Corporation has:
  - (i) taken all reasonable steps and measures to secure any stamp duty exemption for which it may be eligible; and
  - (ii) provided evidence of its endeavours pursuant to the preceding sub – clause to the reasonable satisfaction of the ILC; and
  - (iii) failed to secure the said exemption from stamp duty.
- (b) up to \$10,000 (GST exclusive) for sign on fee.

8.4 Subject to clause 8 of this Deed, each party agrees to pay its own costs incurred in the performance of the obligations contained in the Deed, including its negotiation and preparation.

## **9. REPRESENTATIONS AS TO THE STATE OF THE LAND**

9.1 The ILC makes no warranties or representations regarding:

- (a) the suitability or fitness of the Land for any purpose whatsoever; or
- (b) the state and condition of repair of the improvements on the Land.

9.2 The Corporation agrees that it releases the ILC from all claims, and will not make any claim against the ILC, arising from or in relation to the suitability of the Land for any purpose whatsoever or the state and condition of repair of the improvements on the Land.

## **10. CHATTELS**

10.1 The ILC makes no warranties or representations regarding:

- (a) the suitability or fitness of the Chattels for any purpose; or



- (b) the state or condition of repair of the Chattels.
- 10.2 The Corporation agrees to accept the Chattels in the state they are given to it, and that it releases the ILC from all claims, and will not make any claim against the ILC, arising from or in relation to the suitability of the Chattels for any purpose whatsoever or the state and condition of repair of the Chattels.
- 11. WARRANTIES**
- 11.1 The Corporation warrants that it:
  - (a) is solvent;
  - (b) is in compliance with all obligations imposed on it from time to time by Commonwealth, State and Territory statutes, regulations, by-laws, and other relevant legislative instruments.
  - (c) has the power and authority to enter into this Deed and perform its obligations under this Deed, and it is able to do so without the consent of any other person; and
  - (d) has taken all necessary action to authorise the execution, delivery and performance of this Deed in accordance with its terms.
- 12. INDEMNITIES**
- 12.1 The Corporation indemnifies the ILC against all loss, damage, costs and expenses the ILC incurs as a result of:
  - (a) any breach of this Deed by the Corporation;
  - (b) any breach of the warranties made by the Corporation in clause 11 of this Deed;
  - (c) any breach of the Grant conditions set out in clauses 2, 3, 4, 4A, 5, 6 or 7 of this Deed; and
  - (d) any allegation, claim, suit, action, or proceeding that is instituted or made by a third party arising from or in relation to the third party's use or occupation of the Land or Chattels.
- 13. CONSTRUCTION**
- 13.1 This Deed shall be governed by and construed in accordance with the law applicable in South Australia from time to time.
- 13.2 The parties have read and understand this Deed and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all prior proposals, representations, understandings and agreements, whether oral or written, and all other communications between them relating thereto.
- 13.3 No purported variation of this Deed shall take effect unless made in writing and signed by an authorised representative of each party.
- 13.4 In this Deed:-
  - (a) words in the singular include the plural and vice versa; and

- (b) clause headings in this Deed are for convenient reference only and have no effect on its construction, interpretation or meaning.

**13.5 Severability**

- (a) Subject to clause 13.5(b), if a provision of this document is illegal or unenforceable in any relevant jurisdiction, it may be severed for the purposes of that jurisdiction without affecting the enforceability of the other provisions of this document.
- (b) Clause 13.5(a) does not apply if severing the provision:
  - (i) materially alters the:
    - (A) scope and nature of this document; or
    - (B) the relative commercial or financial positions of the parties; or
  - (ii) would be contrary to public policy.

**14. NOTICES**

- 14.1** Any notice, request or other communication to be given or served pursuant to this agreement shall be in writing and signed, in the case of the ILC, by a delegate of the ILC, in the case of the Corporation by an authorised person and addressed as the case may be as follows:-

- (a) the relevant Divisional Manager of the ILC at the address disclosed to the Corporation; and
- (b) the Corporation at:

Attention: Dean Newton

55 Reid Road Broome

PO Box 425 BROOME WA 6725

Tel: 08 9192 9600

Email: [dean.newton@yawuru.org.au](mailto:dean.newton@yawuru.org.au)

- 14.2** Any notice, request or other communication is to be delivered by hand, sent by pre-paid post or transmitted electronically, and if it is sent or transmitted electronically a copy is to be sent to the addressee by pre-paid post.

- 14.3** A notice, request or other communication will be deemed to be received:-

- (a) if delivered by hand, upon delivery;
- (b) if sent by pre-paid ordinary post within Australia, upon the expiration of two business days after the date on which it was sent; and
- (c) if transmitted electronically, upon receipt by the sender of an acknowledgement that the communication has been properly transmitted to the recipient.



**15. GOODS AND SERVICES TAX**

**15.1** In this clause 15:

- (a) words and expressions which are not defined in this Deed but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) **GST Law** has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.

**15.2** The Corporation must be registered for GST in accordance with the GST Law prior to the Transfer Date.

**15.3** Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed are inclusive of GST.

**15.4** Where the supplier makes a taxable supply under this Deed, the supplier shall provide the recipient with a tax invoice before the time that the recipient is required under this Deed to pay the supplier any consideration for the taxable supply. In respect of any taxable supply made by the Corporation, the Corporation agrees that the ILC may issue a Recipient Created Tax Invoice (in the form of Attachment "A") on behalf of the Corporation and the Corporation agrees to execute any documents that may be necessary to give effect thereto.

**15.5** If an adjustment event arises in respect of a taxable supply made by a supplier under this Deed, the consideration to be paid or provided will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

**15.6** Where a party is required under this Deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

**16. CONDUCT ON THE LAND**

**16.1** The Corporation shall at all times ensure and must take all reasonable steps to ensure that all persons or entities on the Land conduct themselves appropriately and in compliance with all relevant Laws.

**16.2** In the event that the ILC forms the view that Clause 16.1 has been breached the ILC may give written notice to the Corporation requesting a meeting between the ILC and the Corporation.

**16.3** In the event that the Corporation receives a notice referred to in Clause 16.2, within 7 days of its receipt, the Corporation shall arrange for its duly

authorised representative(s) to meet with the duly authorised representative(s) of the ILC at a venue nominated by the ILC in order to discuss the breach and what appropriate steps the Corporation will be taking to address the breach.

- 16.4 If, at the meeting referred to in Clause 16.3, the respective representatives of the Corporation and the ILC agree to an appropriate course for the Corporation to take to address the breach, the Corporation shall immediately implement that agreed course of action and shall provide a written report to the ILC on the outcomes of the agreed course within 30 days of the meeting.
- 16.5 If, at the meeting referred to in Clause 16.3, the respective representatives of the Corporation and the ILC cannot agree on an appropriate course for the Corporation to take to address the breach, the ILC and the Corporation shall negotiate in good faith over the next 30 days with a view to reaching such agreement. If agreement is reached within that timeframe, Clause 16.4 shall then apply as if the agreement was reached at the first meeting.
- 16.6 If agreement is not reached between the ILC and the Corporation within the 30 days referred to in Clause 16.5, then either party may refer the matter to a mediator. Each of the ILC and the Corporation is to pay half of the fees charged in relation to holding the mediation, except for legal fees, which are to be covered by the party which incurs them. The Corporation shall immediately implement all measures agreed upon in the mediation and shall provide a written report to the ILC on the outcomes of the agreed action within 30 days of the conclusion of the mediation.
- 16.7 For the purpose of Clause 16.6, the identity of the mediator shall be agreed between the parties but in default of agreement within 7 days of a party first notifying the other party in writing that it wishes to refer the matter to a mediator, then the mediator shall be nominated by the person occupying the position of President of the Human Rights and Equal Opportunities Commission, or the delegate of that person.
- 16.8 Damages shall not be an adequate remedy for any breach of the obligations in this Clause 16.
- 16.9 The provisions of this Clause 16 do not in any way inhibit or prevent the ILC from taking any action arising from any breaches by the Corporation of its obligations pursuant to this Deed, and nothing in this Clause 16 derogates from the rights of the ILC to take such action that it would otherwise have without referral to the process in sub-Clauses 16.2 to 16.7.

IN WITNESS WHEREOF the parties have executed this agreement as a Deed on the date first above mentioned.

**SIGNED** for and on behalf of  
**INDIGENOUS LAND CORPORATION**  
by its **CHIEF EXECUTIVE OFFICER**  
in the presence of:

)  
) \_\_\_\_\_  
) **MICHAEL DILLON**

\_\_\_\_\_  
Witness' Signature

\_\_\_\_\_  
Witness (full) Name

**EXECUTED** by **NYAMBA BURU YAWURU LTD)**  
pursuant to Section 127 of the )  
Corporations Act 2001 (Cth) )  
)

\_\_\_\_\_  
Director

Print Name:

\_\_\_\_\_  
Director/Secretary

Print Name:



**Attachment "A"**

**AGREEMENT FOR RECIPIENT CREATED TAX INVOICES**

Supplier's Name: Nyamba Buru Yawuru Ltd	Recipient's Name: Indigenous Land Corporation
Supplier's Address: 55 Reid Road, Broome WA 6725	Recipient's Address: GPO Box 652
Supplier's ABN: 87 137 306 917	Adelaide SA 5001
	Recipient's ABN: 59 912 679 254

***Supplier Declaration***

We agree to the following terms and conditions for the generation of Recipient Created Tax Invoices (RCTI), by the Recipient named above on our behalf:

- a. The Recipient can issue tax invoices in respect of the supplies where appropriate;
- b. We shall not issue tax invoices in respect of supplies that the Recipient has generated a RCTI;
- c. We acknowledge that we are registered for GST at the time of entering into this agreement and that we will notify the Recipient if we cease to be registered.

\_\_\_\_\_ Date:

\_\_\_\_\_  
For and on behalf of the Supplier

.....  
Nyamba Buru Yawuru Ltd

***Recipient Declaration***

- We acknowledge that we are registered at the time of entering this agreement and that we will notify the Supplier if we cease to be registered or we cease to satisfy any of the requirements for generating RCTI's; and
- We will not issue a document that would otherwise be an RCTI, on or after the date when the recipient or the supplier has failed to comply with any of the requirements of the determination.

\_\_\_\_\_ Date:

\_\_\_\_\_  
Signed for and on behalf of the Recipient

.....



## **Attachment "B"**

### **Chattels**

1. Equipment associated with supplying livestock water such as water pumps, solar panels, water tanks and water troughs;
  2. The solar panels and generators that comprise the electricity generation systems; and
  3. Cattle crushes
-

**Attachment "C"**

**Sublease terms and conditions as per Lease-Essential Terms and Conditions  
(Amended 13 May 2014)**

**INDIGENOUS LAND CORPORATION**

**AND**

**NYAMBA BURU YAWURU LTD**

**GRANT OF LAND**

**In Relation To**

**ROEBUCK PLAINS STATION**



**Australian Government**  
**Indigenous Land Corporation**

**Head Office**  
Adelaide  
ABN: 59 912 679 254  
Freecall: 1800 818 490  
Website: [www.ilc.gov.au](http://www.ilc.gov.au)

23 September 2014

**SENT**  
23-9-14

Mr Rodney Nichole  
Nyamba Buru Yawuru Ltd  
PO Box 425  
Broome WA 6725

Dear Mr Nichole

**Grant of Land Agreements - ILC No. 3731 and 3733 ("the Agreement")**

I refer to the above matter and advise that both of the Grant of Land Agreements have now been duly executed by the ILC.

I enclose<sup>1</sup> herewith an original copy of both Agreements for your information and records. We recommend that you retain both documents in a safe and secure place for your future reference.

Please acknowledge receipt of the Agreements by signing and returning the enclosed duplicate of this letter to our office at your earliest convenience.

I thank you for your assistance in this regard and please do not hesitate to contact me should you have any queries.

Yours sincerely,

**LEAH MUNDY**  
**Associate Counsel**

---

<sup>1</sup> Original Agreement

**Adelaide Office**  
GPO Box 652  
Adelaide SA 5001  
Ph: (08) 8100 7100  
Fax: (08) 8100 7171

**Canberra Office**  
PO Box 586  
Curtin ACT 2605  
Ph: (02) 6269 2500  
Fax: (02) 6285 4300

**Brisbane Office**  
GPO Box 5212  
Brisbane QLD 4001  
Ph: (07) 3854 4600  
Fax: (07) 3854 4666

**Perth Office**  
PO Box 7502  
Cloisters Square  
Perth WA 6850  
Ph: (08) 9420 6300  
Fax: (08) 9324 2225





**Australian Government**  
**Indigenous Land Corporation**

**Head Office**  
Adelaide  
ABN: 59 912 679 254  
Freecall: 1800 818 490  
Website: [www.ilc.gov.au](http://www.ilc.gov.au)

23 September 2014

SENT

Mr Rodney Nichole  
Nyamba Buru Yawuru Ltd  
PO Box 425  
Broome WA 6725

Dear Mr Nichole

**Grant of Land Agreements - ILC No. 3731 and 3733 ("the Agreement")**

I refer to the above matter and advise both of the Grant of Land Agreements have now been duly executed by the ILC.

I enclose herewith an original copy of the Agreement for your information and records. We recommend that you retain this document in a safe and secure place for your future reference.

Please acknowledge receipt of the Agreement by signing and returning the enclosed duplicate of this letter to our office at your earliest convenience.

I thank you for your assistance in this regard and please do not hesitate to contact me should you have any queries.

Yours sincerely,

LEAH MUNDY  
Associate Counsel

**Acknowledgment**

I, ..... hereby acknowledge receipt of the above Agreement, dated this ..... day of .....2014.

.....  
Signature

**Adelaide Office**  
GPO Box 652  
Adelaide SA 5001  
Ph: (08) 8100 7100  
Fax: (08) 8100 7171

**Canberra Office**  
PO Box 586  
Curtin ACT 2605  
Ph: (02) 6269 2500  
Fax: (02) 6285 4300

**Brisbane Office**  
GPO Box 5212  
Brisbane QLD 4001  
Ph: (07) 3854 4600  
Fax: (07) 3854 4666

**Perth Office**  
PO Box 7502  
Cloisters Square  
Perth WA 6850  
Ph: (08) 9420 6300  
Fax: (08) 9324 2225

Sent to OP by K. Alderton  
8-8-14 LM.

## **CONTRACT ORDER FORM**

### **Form F15**

REFER TO F15s in "Plain English"

TR1

3731

**18/11/14**

#### **SECTION 1**

To be completed by the ILC Officer  
requesting the contract

Contract No.

TRIM No.

LH/000501-08

<b>Initiating Section/Office:</b>	WDO		
<b>Name of Contract Manager:</b>	Emma Yates		
<b>Name of CMT Member:</b>	Kate Alderton		
<b>Board Decision No. and/or Delegation No.</b>	Deed of Grant prior to Board Decision, as per new policy		
<b>Date of Request:</b>	15/07/2014	<b>Date Required:</b>	31/07/2014
<b>LAMIRS Project ID(s):</b>	A0501		
<b>LAMIRS Property ID(s):</b>	LAMIRS PROPERTY ID: 501		
<b>Name and Address of Property:</b>	Roebuck Plains Station Broome Hwy, Via Broome, WA 6725 PO Box 78, Broome WA 6725		
<b>Details of other party:</b>	Nyamba Buru Yawuru Ltd ABN 87 137 306 917 ACN 137 306 917 Dean Newton 55 Reid Road Broome PO Box 425 BROOME WA 6725 Tel: 08 9192 9600 Email: <a href="mailto:dean.newton@yawuru.org.au">dean.newton@yawuru.org.au</a> Person(s) responsible for executing the contract: Contract will be signed by the Chair of NBY, Patrick Dodson		
<b>Financial Implication(s):</b>	Contract Expenditure: \$582,260 GST: \$58,226 <b>TOTAL: \$640,486</b> Note: This is to cover stamp duty (up to \$572,260) and sign on fee of \$10,000		
<b>Description:</b>	To grant the property (Roebuck Plains Station) to Nyamba Buru Yawuru Ltd		

<b>Contract Preparation or Review</b>	<p>Tick <b>one</b> of the following:</p> <p><input checked="" type="checkbox"/> This contract is to be prepared by Legal.</p> <p><input type="checkbox"/> This contract has been prepared by the Other Party which should be reviewed by Legal.</p> <p>(if you have ticked the second box, this means that you have read the draft contract and agree that its terms accurately reflect the arrangements you have negotiated)</p>																				
<b>Written Consent of THB:</b>	No, ILC owned land																				
<b>Notification:</b>	<p>Please indicate how many days prior to the contract expiry date you would like an email notification:-</p> <p><input checked="" type="checkbox"/> 30   <input type="checkbox"/> 60   <input type="checkbox"/> 90   <input type="checkbox"/> 365</p>																				
<b>Contracts Register</b>	<p>Briefly state any reason/s why an electronic copy of this contract should <b>not</b> be posted on the Contracts Register (eg confidentiality, sensitivities, risk)</p> <p>n/a</p>																				
<p><b>Type of Contract:</b>      <b>Ctrl + click</b> on the selected link to take you to the relevant page.</p> <p>Remember to only print the 'current' page.</p> <table> <tr> <td><input type="checkbox"/> <a href="#">Caretaker</a></td> <td><input type="checkbox"/> <a href="#">Sharefarming</a></td> <td><input type="checkbox"/> <a href="#">Remediation</a></td> <td><input type="checkbox"/> <a href="#">Loan</a></td> </tr> <tr> <td><input type="checkbox"/> <a href="#">Vehicle Borrower</a></td> <td><input type="checkbox"/> <a href="#">Services</a></td> <td><input type="checkbox"/> <a href="#">Works</a></td> <td><input type="checkbox"/> <a href="#">Stock Mortgage</a></td> </tr> <tr> <td><input type="checkbox"/> <a href="#">Lease</a></td> <td><input type="checkbox"/> <a href="#">Grant of Money</a></td> <td><input type="checkbox"/> <a href="#">Grant of Chattels</a></td> <td><input type="checkbox"/> <a href="#">Contract Variation</a></td> </tr> <tr> <td><input type="checkbox"/> <a href="#">Agistment</a></td> <td><input type="checkbox"/> <a href="#">Consultancy</a></td> <td><input checked="" type="checkbox"/> <a href="#">Grant of Land</a></td> <td></td> </tr> <tr> <td><input type="checkbox"/> <a href="#">Other Licence</a></td> <td><input type="checkbox"/> <a href="#">Muster</a></td> <td><input type="checkbox"/> <a href="#">Other</a></td> <td></td> </tr> </table>		<input type="checkbox"/> <a href="#">Caretaker</a>	<input type="checkbox"/> <a href="#">Sharefarming</a>	<input type="checkbox"/> <a href="#">Remediation</a>	<input type="checkbox"/> <a href="#">Loan</a>	<input type="checkbox"/> <a href="#">Vehicle Borrower</a>	<input type="checkbox"/> <a href="#">Services</a>	<input type="checkbox"/> <a href="#">Works</a>	<input type="checkbox"/> <a href="#">Stock Mortgage</a>	<input type="checkbox"/> <a href="#">Lease</a>	<input type="checkbox"/> <a href="#">Grant of Money</a>	<input type="checkbox"/> <a href="#">Grant of Chattels</a>	<input type="checkbox"/> <a href="#">Contract Variation</a>	<input type="checkbox"/> <a href="#">Agistment</a>	<input type="checkbox"/> <a href="#">Consultancy</a>	<input checked="" type="checkbox"/> <a href="#">Grant of Land</a>		<input type="checkbox"/> <a href="#">Other Licence</a>	<input type="checkbox"/> <a href="#">Muster</a>	<input type="checkbox"/> <a href="#">Other</a>	
<input type="checkbox"/> <a href="#">Caretaker</a>	<input type="checkbox"/> <a href="#">Sharefarming</a>	<input type="checkbox"/> <a href="#">Remediation</a>	<input type="checkbox"/> <a href="#">Loan</a>																		
<input type="checkbox"/> <a href="#">Vehicle Borrower</a>	<input type="checkbox"/> <a href="#">Services</a>	<input type="checkbox"/> <a href="#">Works</a>	<input type="checkbox"/> <a href="#">Stock Mortgage</a>																		
<input type="checkbox"/> <a href="#">Lease</a>	<input type="checkbox"/> <a href="#">Grant of Money</a>	<input type="checkbox"/> <a href="#">Grant of Chattels</a>	<input type="checkbox"/> <a href="#">Contract Variation</a>																		
<input type="checkbox"/> <a href="#">Agistment</a>	<input type="checkbox"/> <a href="#">Consultancy</a>	<input checked="" type="checkbox"/> <a href="#">Grant of Land</a>																			
<input type="checkbox"/> <a href="#">Other Licence</a>	<input type="checkbox"/> <a href="#">Muster</a>	<input type="checkbox"/> <a href="#">Other</a>																			



## **GRANT OF LAND**

*(This form of agreement is where the ILC is granting the land to a title holding body, otherwise called a divestment of land.)*

### **SECTION 2**

To be completed by Project Officer

<b>Period of Contract:</b>	Commencement Date: Upon legal transfer of the pastoral lease. It is anticipated that the lease will transfer on 1 July 2015.
<b>Chattels:</b>	Equipment associated with supplying livestock water such as water pumps, solar panels, water tanks and water troughs, The solar panels and generators that comprise the electricity generation systems Cattle crushes
<b>Permitted purposes for which the land may be used:</b>	Pastoral activities consistent with the existing Pastoral Lease terms and conditions.

Back to [Section 1](#)

Go to [endorsements](#) page



## **ENDORSEMENTS**

### **SECTION 3**

To be completed as indicated

#### **ILC OFFICER**

I, Emma Yates, have principal carriage of this contract.

The instructions contained in this F15 are correct and authorised by, and consistent with, the approval of the Board/Delegate.

I **attach** a copy of the Board/Delegate decision and the accompanying paper.

In respect of a draft contract prepared by a third party, I have read its terms and confirm they accurately reflect the negotiated terms.



Emma Yates

**Project Officer**

Dated: 15/7/14

*(If applicable)*

#### **MANAGER**

I, Kate Fulton, Manager, confirm that the content of the F15 instructions is consistent with the attached approval.

I support entering into this contract.



Kate Fulton

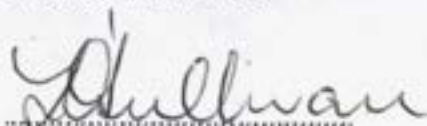
**Operations Manager**

Dated: 18/7/14

*(If applicable)*

#### **SAO**

I, Lisa O'Sullivan, SAO, confirm this F15 has been duly completed and associated papers are attached. The contract relates to Job ID 1437. Any associated budget has been duly approved, sent to Finance & Admin and entered in LAMIRS.



**SAO**

Dated: 18/7/14

**CMT MANAGER**

I, Kate Alderton, CMT Manager, have reviewed and approve the contract instructions set out in this form.

I confirm compliance with all applicable policies, procedures and guidelines of the ILC relating to purchasing and procurement.



CMT Manager

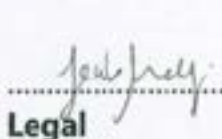
Dated: 15/7/14

**LEGAL**

Recommendation by LEGAL

I, .....Tri Nguyen..... (Legal Representative), advise that the proposed contract meets the following criteria:

- That it is within the power of the ILC to enter into the contract
- The terms and conditions of the contract are consistent with standard terms and conditions of the ILC [Cross out if not applicable]
- That I have reviewed the contract and confirmed with the Project Officer that it accords with their instructions and recommend it for execution.

 (on behalf of Tri Nguyen)

Legal

Dated: 25/07/14

**FINANCE**

Recommendation by FINANCE (to be returned to LEGAL with contract copies)

I, .....Hanna Demos..... (Finance Representative), advise:

- That I am satisfied with the financial terms of the proposed contract.
- I am satisfied the proposed contract is GST compliant.

- I confirm that a budget exists for this expenditure (if applicable).
- That I recommend it for execution.

Halvard  
Finance

Sighted & reviewed  
electronic version  
dated 7/8/17

Dated: 8/8/17

---

**DELEGATE**

Approval by the DELEGATE (to be returned to LEGAL with contract copies)

I, ..... (Delegate), approve the entry into this contract by the ILC.

.....  
**Delegate**

Dated:    /    /

Back to Section 1





































