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Deed of Assignment on Transfer of Property

between

Indigenous Land and Sea Corporation
ABN 59 912 679 254
(**Transferor**)

and

New South Wales Aboriginal Land Council
ABN 82 726 507 500
(**Transferee**)

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This deed is made on 29 June 2022

between **Indigenous Land and Sea Corporation** ABN 59 912 679 254 of Level 7, 70 Franklin Street, Adelaide SA 5000 (**Transferor**)

and **New South Wales Aboriginal Land Council** ABN 82 726 507 500 of PO Box 1125 Parramatta NSW 2124 (**Transferee**)

Recitals

A The Transferor is registered as the proprietor of an estate in fee simple in the freehold of the land in Lots 1 and 2 DP 817283, Lot 1 DP 1154860 and Lot 100 DP 1155453 being 160-202 George Street, Redfern NSW 2016 being the whole of the land in Certificates of Title Folio Identifiers 1/817283, 2/817283, 1/1154860 and 100/1155453 and known as "The National Centre of Indigenous Excellence" (**Land**).

B The Land is subject to the leases or tenancies described in Part 1 of the Schedule (**Leases**).

C The Transferor has agreed to, amongst other things, transfer the Land to the Transferee under a certain Deed of Grant of Assets dated on or about 15 May 2021 as varied by a certain Deed of Variation dated 29 June 2022 and made between the Transferor and the Transferee (together the **Deed of Grant of Assets**).

D The Transferor has agreed to assign the Leases to the Transferee as and from the date of settlement under the Deed of Grant of Assets.

Now it is covenanted and agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this deed, unless the contrary intention appears:

Deed of Grant of Assets means the Deed of Grant of Assets described in the recitals to this deed;

Leases means the leases, tenancy agreements, licence agreements or other occupation agreements (if any) described in Part 1 of the Schedule and if more than one then each of them;

Transfer Date means the date on which the Transferor and the Transferee effect the transfer of the Land under the Deed of Grant of Assets; and

Transferee means the person so named and described on the first page of this deed;

Transferor means the person so named and described on the first page of this deed.

1.2 Interpretation

(a) In this deed, unless the contrary intention appears:

(i) a reference to this deed or another instrument includes any variation or replacement of them;

(ii) the singular includes the plural and vice versa;

(iii) the word person includes a firm, body corporate, unincorporated association or authority;

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(iv) a reference to a person includes a reference to the person's executors, administrators, successors and substitutes;

(v) an agreement on the part of or in favour of 2 or more persons binds or is for the benefit of them jointly and severally; and

(vi) a reference to one gender will include the other genders and vice versa.

(b) Headings are inserted for convenience only and do not affect the interpretation of this deed.

2 Condition

(a) This deed is subject to and conditional on the Transferor and the Transferee effecting the transfer of the Land under the Deed of Grant of Assets.

(b) If the Deed of Grant of Assets is lawfully determined or terminated for any reason then this deed will be deemed to be void ab initio.

(c) This deed will take effect as at and from the Transfer Date.

3 Assignment

Under and in consideration of the Deed of Grant of Assets and for no other monetary or other consideration:

(a) the Transferor assigns to the Transferee as at and from the Transfer Date; and

(b) the Transferee accepts such assignment from the Transferor,

of all the Transferor's right, title, interest and estate under the Leases including without limitation:

(c) the benefit of all the rights, powers, privileges and remedies of the Transferor under the Leases; and

(d) the burden of all the obligations, terms and conditions to be observed and performed by the Transferor under the Leases.

4 Transferor's indemnity

The Transferor agrees to indemnify the Transferee against all costs, claims, demands, expenses, liabilities and damages which the Transferee may be put to or may suffer or otherwise be liable for, arising out of or in any way as a result of the failure by the Transferor to observe, perform and keep all and singular the obligations, terms and conditions contained in or implied by the Leases on or prior to the Transfer Date and to be observed, performed and kept by the Transferor.

5 Transferee's indemnity

The Transferee covenants and agrees with the Transferor to:

(a) observe, perform and keep the obligations, terms and conditions contained in or implied by any of the Leases; and

(b) indemnify the Transferor against all costs, claims, demands, expenses, liabilities and damages which the Transferor may be put to or may suffer or otherwise be liable for arising out of, or in any way as a result of the failure by the Transferee to observe,

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perform and keep the obligations, terms and conditions in or implied by any of the Leases,

from and after the Transfer Date and to be observed, performed and kept by the Transferor.

6 Preservation of Transferor's rights

(a) Unless otherwise provided in the Deed of Grant of Assets, this deed will not prejudice, restrict or derogate from the rights of the Transferor to collect from any lessee, licensee or occupier of the Land, any or all amounts for rent or other payments due under any of the Leases, prior to the Transfer Date and for such purpose:

(i) the Transferee will at the reasonable cost and expense of the Transferor provide such documents and take such action as the Transferor may reasonably request, to facilitate the recovery of such rent and other moneys;

(ii) without limiting clause 6(a)(i) the Transferee will permit the Transferor at the expense of the Transferor to take such proceedings in such manner as the Transferor may determine either in the name of the Transferor, or in the name of the Transferee, for the recovery of such rent and other moneys; and

(iii) the Transferee agrees that all rent and other moneys so recovered by the Transferor from such lessees, tenants, licensees and occupiers prior to the Transfer Date will be and remain the property of the Transferor.

7 Notice of assignment

On the Transfer Date, the Transferor must give the Transferee a notice addressed to each tenant referred to in Part 1 of the Schedule advising of the transfer of the property to the Transferee and signed by the Transferor or the Transferor's representative.

8 Mutual covenant

(a) The provisions of this deed are in addition to and not in derogation of the terms and conditions of the Deed of Grant of Assets and nothing contained in this deed will be deemed to release, waive, discharge or otherwise derogate from any covenant, term, warranty or indemnity given by the Transferor or the Transferee under the Deed of Grant of Assets.

(b) The provisions of the Deed of Grant of Assets will be paramount to the provisions of this deed and if there is any inconsistency or conflict between the provisions of the Deed of Grant of Assets and the provisions of this deed, then the provisions of the Deed of Grant of Assets will prevail, but only to the extent of such inconsistency or conflict.

9 General

(a) Each party shall bear their own costs of incidental to the negotiation and preparation of this deed.

(b) The Transferee shall pay any stamp duty payable on this deed.

(c) This deed may be executed in any number of counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart and effected exchange of that counterpart (including by electronic transfer or email of a PDF version of the counterpart). Each executed counterpart is deemed

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an original of this deed, but the counterparts together constitute one and the same instrument.

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Schedule

Part 1
The Leases

Lease dated 21 July 2010 as extended by a Deed dated 18 December 2014 and further extended by a Deed dated 18 December 2014 (**NASCA Lease**) made between the Transferor as landlord and National Aboriginal Sporting Chance Academy ABN 66 442 463 291 as tenant over that portion of the Land comprising part of Level 2 as hatched on the premises plan attached to the NASCA Lease.

Lease Agreement dated 1 July 2015 and made between the Transferor as lessor and Australian Indigenous Mentoring Experience Indigenous Corporation ABN 31 081 797 652 (**AIMEI**) as lessee (**AIMEI Lease**) over that portion of the building on the Land being the area highlighted in blue on the premises plan attached to the AIMEI Lease which expired on 30 June 2020 pursuant to which AIMEI remains in occupation on a holding over basis under the terms of the AIMEI Lease.

Lease unexecuted between the Transferor as lessor and BLaQ Aboriginal Corporation ABN 75 924 390 231 as lessee over that portion of the Land known as IDX Hub, Building A, Level 0, Activity Room, Gadigal House, 180 George Street, Redfern NSW 2016.

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Executed as a deed

EXECUTED by **INDIGENOUS LAND AND SEA CORPORATION ABN 59 912 679 254** by its Chief Executive Officer acting under Delegation made under section 193T of the Aboriginal and Torres Strait Islander Act 2005 and in the presence of:

DocuSigned by:
Annette Brown 29-06-2022 | 15:14 AEST
2E4B85BBD8504A1...
Signature of witness

Annette Brown
Print name of witness

DocuSigned by:
Joe Morrison 29-06-2022 | 14:59 AEST
6579F4977D6D498...
Signature

Joe Morrison
Name of signatory

EXECUTED for and on behalf of the **NEW SOUTH WALES ABORIGINAL LAND COUNCIL** by its authorised officer pursuant to section 245 of the Aboriginal Land Rights Act 1983 (NSW) In the presence of:

DocuSigned by:
Yuseph Deen 29-06-2022 | 12:25 AEST
5B08A886DBE6425...
Signature of Authorised Officer

Yuseph Deen
Name

DocuSigned by:
Charles Jacobs 29-06-2022 | 12:39 AEST
156384A9D8784E7...
Signature of Witness

Charlie Jacobs
Name