

Document 11



Australian Government Indigenous Land Corporation

LAND ACQUISITION DECISION TO GRANT BOARD PAPER BOARD MEETING Out of Session

DECISION TO GRANT ROEBUCK PLAINS STATION AND ROEBUCK CATTLE YARDS Western Australia

Purpose

To seek the Board's approval to divest its interests in Roebuck Plains Station and Roebuck Cattle Yards to Nyamba Buru Yawuru Ltd (the entity representing the Yawuru Native Title Holders), and to subsequently enter into a sub-lease arrangement for the ongoing management of the pastoral businesses associated with the land.

Executive Summary

The ILC acquired Roebuck Plains Station (RPS) and Roebuck Cattle Yards (RCY) in 1999 and 2005 respectively. RPS was acquired for cultural purposes with the view to utilising the commercial activities of the property for Indigenous training and employment initiatives. 133 Indigenous people have been employed at RPS during ILC ownership. Since 2008, 56 Indigenous people have participated in the ILC accredited training program with 26 participants completing the course. Acquired in 1999 for \$8m walk in walk out (WIWO) with the land component of the value being \$3.4m, the RPS land and improvements were recently valued at \$11.23m. The ILC has invested \$5.5m fixed infrastructure on the property since acquisition.

Given the immediate proximity to RPS, RCY was purchased as a strategic investment to hold and process cattle from RPS in addition to cattle from other Kimberley pastoralists participating in the live cattle export trade. RCY was purchased for \$180,000 in 2005 and has benefitted from ILC investment of \$3.1m in fixed infrastructure to establish industry standard cattle holding facilities. A recent valuation assessed the RCY land and structures at \$1.1m. The management and operations of RCY have seen the ILC become a strong player in the northern Australian pastoral industry with various Ministerial and trade delegations inspecting the facilities over the course of its operations¹.

The proposed Title Holding Body is Nyamba Buru Yawuru Ltd (NBY), the entity established by the Yawuru Traditional Owners to hold assets and monies for the Prescribed Body Corporate, the Yawuru Native Title Holders Aboriginal Corporation. The ILC will enter into a sub-lease arrangement with NBY for an initial seven (7) year period with the option to renew for a further eight (8). The ILC's West Kimberley Integrated Cattle Business will pay NBY a lease fee of \$370,000 p.a. comprising \$340,000 p.a. for RPS and \$30,000 p.a. for RCY.

The ILC will support NBY's long term ownership and management of the properties through the future subleasing of the land and the establishment of an Infrastructure Investment Sinking Fund at \$1.5m. The Infrastructure Investment Sinking Fund ensures the protection of the ILC's investment in the improvements on the land to date and will contribute to the sustainable asset management of the station beyond the term of the ILC sublease. It is acknowledged that this grant is a unique proposition for ILC dealings in land however, given the important role that the RPS and RCY play in the ILC's integrated West Kimberley Cattle Business it is considered appropriate to protect and sustain the ongoing investment in the properties.

¹ Most recently Minister for Agriculture, Barnaby Joyce launched the Indigenous Pastoral Manual at the Roebuck Export Depot and inspected the facilities with an International trade delegation. The tour coincided with the Northern Beef Forum held in Broome, 28 February 2014.

Additionally, the ILC will grant \$1m for cultural and environmental land management activities undertaken on RPS and surrounding Indigenous held land by Yawuru Traditional Owners. RPS forms part of the proposed Yawuru Indigenous Protected Area Plan of Management with many significant sites being located on areas previously used for cattle production. NBY has identified a number of specific projects related to the remediation of areas that have been impacted by grazing and the ILC funding will be utilised by NBY to rehabilitate areas of great cultural and environmental significance by constructing infrastructure to protect water reserves, midden sites and vegetation. This plan will play an important role in articulating Yawuru cultural, environmental and historical values of the land whilst the commercial cattle operations continue.

The transfer and subsequent sub leases of the properties represents significant progress in the ILC's operations and management of RPS and RED. The model will encourage greater Yawuru participation in the pastoral business and the ILC and NBY have agreed to enter into a Memorandum of Understanding to elevate priority matters within the relationship outside of the sub-lease arrangement such as training and employment for Yawuru people; land management activities; and development of diversified land based enterprises through joint venture arrangements.

All compliant WA Pastoral Leases will be issued with new leases on 1 July 2015. The ILC is proposing to proceed with the transfer and the sublease of the RPS and RCY before this date resulting in the new Crown Lease (head lease) being issued to NBY on 1 July 2015 and NBY subsequently entering into a new sublease with ILC from that time. Both the land transfers and sublease require Ministerial Approval and the ILC is currently progressing with this process². This will ensure the ILC meets its commitments as per the executed Terms Sheet and will not delay the grants of monies proposed as a result of the land transfer. The legal contracts enacting the transfer and grants together with the term and conditions of the Sublease include clauses to protect the ILC's interest in the land under the newly issued head lease in July 2015.

Note a separate decision paper requesting approval to grant the OTC Dampier property also located on Yawuru lands is being provided for ILC Board consideration. Sections of this paper relate to that decision.

Recommendation

That the Board:

- 1. Approve the grant of Roebuck Plains Station and Roebuck Cattle Yards to Nyamba Buru Yawuru Ltd;**
- 2. Approve the entering into a sublease for an initial term of seven (7) years and an option for a further eight (8) years with Nyamba Buru Yawuru Ltd for Roebuck Plains Station and Roebuck Cattle Yards, to continue the operations of the Integrated West Kimberley Cattle Business;**
- 3. Approve the establishment of an Infrastructure Investment Sinking Fund for Roebuck Plains Station of \$1.5 million to be managed by Nyamba Buru Yawuru Ltd; and**
- 4. Approve land management funding of \$1 million for environmental and cultural activities undertaken on the land by Yawuru Traditional Owners aligned with the proposed Yawuru Indigenous Protected Area Plan of Management.**

² Department of Lands provided provisional consent to the transfer of the Roebuck Cattle Yards lease on 23 July 2014 and correspondence requesting 'Permission to Sell' Roebuck Plains Station was executed on 30 July 2014.



Australian Government
Indigenous Land Corporation

Commercial in Confidence
BOARD GRANT OF LAND DECISION

Decision No

BOARD MEETING No:	Out of Session
MEETING DATE:	12 August 2014
REFERENCE NUMBER:	LA/0501
PROJECT NAME:	Roebuck Plains Station

APPLICATION No: LA/0501

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 5.
 - (b) Allocates up to \$629,486 GST exclusive for the payment of stamp duty.
 - (c) Allocates up to \$10,000 GST exclusive sign-on fee for the THB to progress with transfer of the lease.
8. **Resolves** to proceed to grant the land to Nyamba Buru Yawuru Ltd pursuant to section 191D(1)(a) of the *ATSI Act*.
9. **Resolves** to proceed to grant the money to Nyamba Buru Yawuru Ltd pursuant to section 191E of the *ATSI 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; and
 - iii. the sublease

as described above.

SIGNED, Dr Dawn Casey, Chair

.....

Date:



Australian Government
Indigenous Land Corporation

Commercial in Confidence
BOARD LAND MANAGEMENT DECISION

Decision No

BOARD MEETING No:	Out of Session
MEETING DATE:	12 August 2014
REFERENCE NUMBER:	LA/0501
PROJECT NAME:	Roebuck Plains Station

APPLICATION No: LA/0501

BY: Nyamba Buru Yawuru Ltd (THB)

FOR: Roebuck Plains Station

THE BOARD OF DIRECTORS OF THE INDIGENOUS LAND CORPORATION:

1. **Notes** the proposed Land Management activity being cultural and environmental land management activities on Roebuck Plains Station and surrounding Yawuru traditional lands.
2. **Notes** the land management project accords with:
 - a. The land management functions of the ILC as set out in section 191E 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.
3. **Notes** that, in reaching this decision, the ILC Board has considered all the material contained in the Board Report.
4. **Notes** that the holders of any land on which the project will be carried out agree to the carrying out of land management activities and priority has been given to involving such landholders in those activities (191E(1)(a)) (191E(3)(c)).

5. **Agrees** that the ILC commit up to \$1,000,000 to the THB to be expended over five years for cultural and environmental land management activities on Roebuck Plains Stations and surrounding Yawuru traditional lands.
6. **Agrees** to enter into an Agreement to carry out the land management project with the relevant parties on the ILC's standard terms and conditions for agreements of this nature and such special conditions as may be satisfactory to the Chief Executive Officer.
7. **Resolves** to proceed to grant the money to Nyamba Buru Yawuru Ltd pursuant to section 191E of the *ATSJ Act*.
8. **Instructs** that if the contracting parties do not meet the ILC reporting, progress and monitoring requirements and conditions as determined by the ILC, the ILC may terminate the land management agreement.
9. **Delegates** to the Chief Executive Officer the authority to sign all Agreements and other necessary and associated documents in order to implement this decision.

SIGNED, Dr Dawn Casey, Chair

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Date:



Australian Government
Indigenous Land Corporation

Commercial in Confidence
BOARD GRANT OF LAND DECISION

Decision No

BOARD MEETING No:	Out of Session
MEETING DATE:	12 August 2014
REFERENCE NUMBER:	LA/1133
PROJECT NAME:	Roebuck Cattle Yards

APPLICATION No: LA/1133

BY: Nyamba Buru Yawuru Ltd

FOR: Roebuck Cattle Yards

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)* (ATSI 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. **Notes** that a caveat **will** be lodged on the property.
6. **Agrees** that the ILC meet the following costs:
 - (a) Up to \$55,168 GST exclusive for the payment of stamp duty.
7. **Resolves** to proceed to grant the land to Nyamba Buru Yawuru Ltd pursuant to section 191D(1)(a) of the *ATS/ Act*.
8. **Directs** the Chief Executive Officer to proceed to effect the grant of the land to the THB and to enter into a sublease with the THB including executing all necessary deeds, sublease and associated documents to effect:
 - i. the grant of land; and
 - ii. the sublease

as described above.

SIGNED, Dr Dawn Casey, Chair

.....

Date:

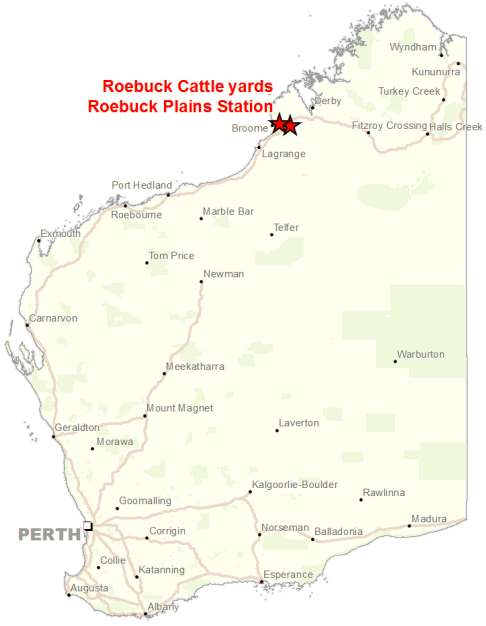
Board Meeting No: Out of Session	
Date: 12 August	
Property Name: Roebuck Plains Stations and Roebuck Cattle Yards	
State: Western Australia	
Proposed Title Holding Body: Nyamba Buru Yawuru Ltd	
Project ID: A0501 and A1133	
Category: Cultural and Economic	

Table of Contents

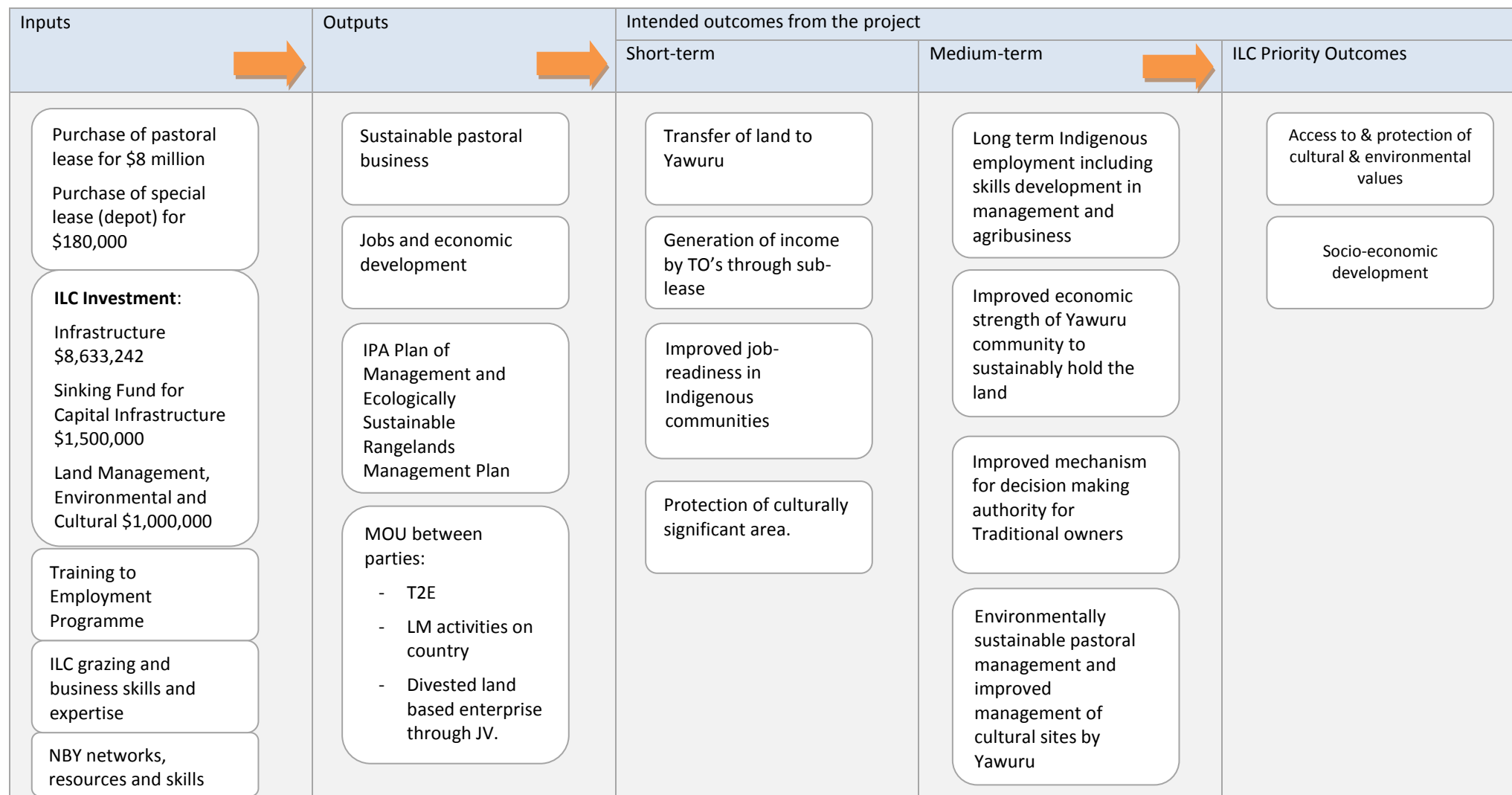
1. Project Map.....	10
2. ILC Board Approval.....	11
3. Benefits	11
4. Property profile and assets	14
5. Proposed Title Holding Body.....	21
6. Sustainability.....	24
7. Financial Security	30
8. Risk and treatments	32
9. Grant conditions and post-grant monitoring.....	35
10. Details of Grant	35
11. Objections to grant	36
12. Legal process to complete the transfer of land	36
13. Financial adjustments, utilities and insurance.....	37
14. Stamp Duty.....	37
15. Endorsement and Recommendation	39

Attachments:

- A. Copy of Board Acquisition Decision Sheets
- B. Copy of Certificate of Incorporation and Rules
- C. Copy of THB Constitution
- D. ILC-NBY Sub Lease Terms Sheet
- E. Yawuru Indigenous Protected Area Map
- F. Strategic Plan 2010-2015

1. Project Map

Figure 1: Project map of inputs, outputs and outcomes of the project



2. ILC Board Approval

Roebuck Plains Station

Roebuck Plains Station (**RPS**) is a large pastoral lease of 276,182 hectares situated 30km from Broome in the Kimberley region of Western Australia³.

The Board approved the purchase of RPS at Board Meeting No. 31, Decision 180 [held on 17-18 December 1998] for the amount of \$8 million walk-in walk-out (WIWO) with the land component of the value being \$3.4m, as a going concern beef cattle grazing business⁴.

RPS was acquired for its cultural significance and ability to provide economic, training and employment benefits for Indigenous people. The acquisition was performed through the ILC's strategic acquisition programme on behalf of Traditional Owners. The purchase of RPS was finalised via the Contract of Sale between Birchwood Pastoral Pty Ltd as the vendor and the ILC as the purchaser (executed on 20 January 1999⁵). The transfer was settled on 18 May 1999⁶.

Roebuck Cattle Yards

RCY is a cattle trucking yard adjacent to RPS. The Board approved the purchase of RCY at Board Meeting No. 83, Decision Number 285 on 25 October 2004⁷. Given its immediate proximity to RPS, RCY was purchased as a strategic investment to hold and process cattle from RPS in addition to cattle from other Kimberley pastoralists participating in the live cattle export trade. RCY was acquired on 25 February 2005 for \$180,000.

3. Benefits

Benefits Originally Projected

RPS was purchased for its ability to generate cultural and economic benefits for traditional owners and the broader Indigenous community in Kimberley.

Benefits Achieved

The benefits accrued through ILC's acquisition of RPS relate to employment and training and social and cultural events.

Training

RPS provides Indigenous people with the opportunity to undertake accredited training in Agriculture (Certificate II, III or Diploma) along with non accredited training in areas such as horsemanship, first aid, cattle nutrition and occupational health and safety.

The training programme at RPS gained momentum in 2004/2005 following the initial period of ILC ownership which was dedicated to bedding down operations and finalising land

³ LH/000501-09; F52

⁴ A/000501-04, F182

⁵ A/000501-02, F123.

⁶ A/000501-03, F29

⁷ LH/000501-08, F154

transfer matters. Two key events influenced the growth of the training programme, namely the purchase of RCY in 2004 which provided trainees with an opportunity to complete a portion of their practical experience in the stock yards and the construction of the training accommodation facility at RPS in 2007. After this time, the training programme took on a more formal structure and data was reported via LAMIRS.

Table 1 shows participation and completion figures for the Roebuck training programme from 2008 to the present. During this period, there have been a total of 56 Indigenous participants. Of this total number, 26 have completed the training programme, 2 have progressed to further education and 18 of 21 job offers have been accepted. This provides an overall completion rate for this period of 50%.

Whilst comparative data is not readily available to assess the success of these completion rates, a National Centre for Vocational Education Research (NCVER) report (2012) provides some insight into similar results. The NCVER report highlights the difference between agriculture and hospitality trainees who complete a certificate 1 or higher. The report states that in 2011, agriculture and environment related trainees with no prior post-school qualification aged 25 or under had a completion rate of 45.6%. The 2011 food and hospitality trainees had a lower completion rate of 39.8%. It should be noted that this NCVER data is not Indigenous specific or remote specific data.

Table 1: Training benefits from 2008 to June 2014

Property	Period: July 2008 - June 2014					Exits	TOTALS
	Completions		Job Offers		Left for Further Education / Employment		
	Total	%	Received	Accepted			
Roebuck Plains	26	50%	21	18	2	28	56
2008/09	4	83%	4	3	1	1	6
2009/10	6	70%	5	5	1	3	10
2010/11	7	58%	4	4		5	12
2011/12	3	25%	2	1		9	12
2012/13	1	25%	1	1		3	4
2013/14	5	42%	5	4		7	12

Source: ILC Training and Employment Directorate

As at June 30 2014, there were 9 participants in the training programme at Roebuck⁸.

⁸ Source: Training and Employment Directorate.

Employment

RPS and RCY have provided casual and full time employment opportunities for Indigenous stockmen and women, station hands, cooks and trainee supervisors. The property's Indigenous employment programme has received national recognition by offering practical, on country, opportunities that encourage participants to progress into higher level roles.

Since acquisition, 133 Indigenous people have been employed at RPS⁹. Most of these employees (approximately 82%) have been or continue to be in casual positions, reflective of the seasonal nature of the pastoral industry¹⁰. Currently there is a total workforce of 39 employees at RPS and RCY of which 22 are Indigenous (approximately 56%)¹¹.

Social, Cultural, Environmental

RPS has been the venue for numerous events including graduation ceremonies and school visits. As detailed in Table 2, at least one event with Indigenous participation has been held each year since 2008.

Table 2: Cultural events

Year	Events	Indigenous Participants
2008/2009	1	22
2009/2010	4	42
2010/2011	1	32
2011/2012	0	0
2012/2013	2	32
2013/2014	2	20
Total	10	116

Source: LAMIRS

In addition to community events, the acquisition of RPS has enabled the protection of and access to the traditional lands of the Yawuru people both pre and post determined Native Title. Cultural practices and recreational activities are undertaken on the property on a frequent basis with Yawuru people regularly accessing the lands for hunting, fishing and cultural pursuits.

Yawuru have mapped their cultural places on the property using contemporary technology and traditional ecological knowledge practices. The publication, *Walyjala-jala buru jayida jarringgun butu Nyamba Yawuru ngan-ga mirlimirli* – Planning for the future: Yawuru Cultural Management Plan is a culmination of this research and time on country collecting stories and recording the knowledge of Yawuru Elders. The proposed Yawuru Indigenous Protected Area (IPA) further cements the traditional cultural and environmental practices of Yawuru land management. The IPA is addressed in the Sustainability section of this paper.

⁹ Source: ILC Board Reports from 2001- present.

¹⁰ Source: HR records for Roebuck Plains and Cattle Yards employees.

¹¹ Source: HR records for Roebuck Plains and Cattle Yards employees.

Projected Benefits

The divestment of RPS and RCY will ensure current employment and training benefits continue and additional environmental and cultural benefits can be generated.

Table 3 summarises the projected benefits for the next three year period. Projected benefits have been developed in accordance with employment and training programme schedules and anticipated outcomes from the IPA and Land Management funding being provided by the ILC (the projected benefits will be further discussed and confirmed with NBY post transfer before contract execution).

Table 3: Projected benefits 2014-2017

Measurement	2014/2015		2015/2016		2016/2017	
Training	Participants	Completions	Participants	Completions	Participants	Completions
Accredited	10	5	10	5	10	5
Non-accredited	20	10	20	10	20	10
	Full time	Casual	Full time	Casual	Full time	Casual
Employment	2	12	2	12	2	12
Social and community activities	No. of Events	No. of participants	No. of Events	No. of participants	No. of Events	No. of participants
	2	10	2	10	2	10
Protection of Culturally significant sites	Number of sites	Ha protected	Number of sites	Ha protected	Number of sites	Ha protected
	5	5000	5	5000	5	5000
Access to country	100 Indigenous people		100 Indigenous people		100 Indigenous people	
Improved management of land	10 Participants with change in knowledge or skill		10 Participants with change in knowledge or skill		10 Participants with change in knowledge or skill	
	5 Land management events		5 Land management events		5 Land management events	
Maintenance or revitalisation of culture	2 cultural events		2 cultural events		2 cultural events	

4. Property profile and assets

Roebuck Plains Station

Property details

RPS is located in the Broome Shire, with the main entrance to the property being approximately 30km from the town of Broome in the West Kimberley, Western Australia. The land is administered under provisions of the *Land Administration Act 1997*. The lease is for a period of 49 years, 6 months and 22 days. It expires on 30 June 2015, but will be renewed for the same term as the original lease¹².

The lease is 276,182 ha in area following a recent excision of 4,979 ha for purposes of Conservation, Recreation and Traditional and Customary Aboriginal Use and Enjoyment which took effect on 8 October 2013.¹³

The property is Crown Lease No. 516/1997 and pastoral lease number 3114/499¹⁴. The description of the lease is Lot 270 on Deposited Plan 220197¹⁵.

There is a squatter community in the region of Deep Creek, located some 14km from the intersection of the Great Northern Highway and the Broome Road¹⁶. This area has not been excised from the Pastoral Lease and will need to be managed by NBY in the future.

In 2013 the Department of Agriculture and Food Western Australia (DAFWA) rated the property as having a potential carrying capacity of 18,420 cattle units (cu) - where one cu is the equivalent of one steer - with a current carrying capacity of 13,310 cu. Forty six per cent of RPS is considered to have high pastoral potential and 54 per cent moderate potential.

There are nine sites on the property registered with the Department of Aboriginal Affairs¹⁷ and will be managed by NBY under the proposed Indigenous Protected Area Plan of Management.

Improvements and assets

The infrastructure on RPS is well developed for cattle production. Internal and boundary fencing is in good order and there is no immediate requirement to upgrade, replace or install new fencing. However due to the harsh conditions on the Marine Plain, fencing material in this area does not have a long useful life.

¹² LH/000501-09; F41.

¹³ LH/000501-09;F52

¹⁴ LH/000501-09;F41

¹⁵ LH/000501-09;F41

¹⁶ LM/000501-06

¹⁷ Department of Aboriginal Affairs, Heritage Database, 2006.

There is a laneway from the main trucking yards to the RCY which facilitates the movement of sale cattle from the station to RCY without the need for the expense of trucking. The roads on RPS are well maintained.

There are 43 working artificial water points on the Station – 39 bores and four dams. The majority of the bores are equipped with solar and diesel pumps, with a few remaining windmills. The water infrastructure on RPS is considered to be above the district average.

Spear traps are installed on some of the artificial water points which enables the trapping of cattle on waters. The majority of the waters are equipped with solar pumping equipment or diesel pumps.

There are five sets of trucking yards on the station located at Alister's bore, Cow Well, Homestead, Ram bore and Jerricop bore.

Accommodation for staff and trainees is of a high standard for a pastoral lease and is in good condition. In addition to the main homestead where the manager's family resides, there are a number of residences which house RPS staff as well as the manager and assistant manager of the RCY. There are above average standard accommodation, cooking and dining facilities for single staff and trainees, along with a basket ball court and a swimming pool. There is also a modern training room located adjacent to the single employee's quarters.

Twenty four hour power is supplied by a solar-diesel hybrid power system. There is a disused airstrip on RPS; however there is a functioning hangar which accommodates the helicopters of the muster contractor, under a formal agreement with the ILC.

The ILC has invested \$5,558,846 in fixed infrastructure on the property since acquisition.

Valuation

The property was valued in December 1998 by Bell, McMillan and Associates at \$5,940,000 on a WIWO basis – including moveable assets and cattle. This comprised the following:

- Unencumbered leasehold interests, inclusive of fixed improvements \$3,390,000
- 12,500 head of cattle depastured on the property \$2,250,000
- Plant and equipment \$ 300,000

Total *\$5,940,000¹⁹*

A valuation, using the direct comparison approach, prepared by CBRE in August 2013 assessed the value of RPS (land and infrastructure, excluding moveable assets and cattle) at \$11,230,000²⁰. This valuation was conducted under instruction from the proposed Title Holding Body (THB) Nyamba Buru Yawuru (NBY) Ltd, with funds provided to NBY by the ILC.

¹⁸ Roebuck Plains A/000501-01 ff 84-91

¹⁹ Roebuck Plains A/000501-01 ff 84-91

²⁰ LH/000501-09; F26.

The valuation identified “asbestos containing materials utilised in the construction of existing dwellings”²¹. It recommended that a building contamination survey be conducted. The ILC has committed to undertake asbestos building materials surveys on all of its business properties in 2014, which will include RPS.

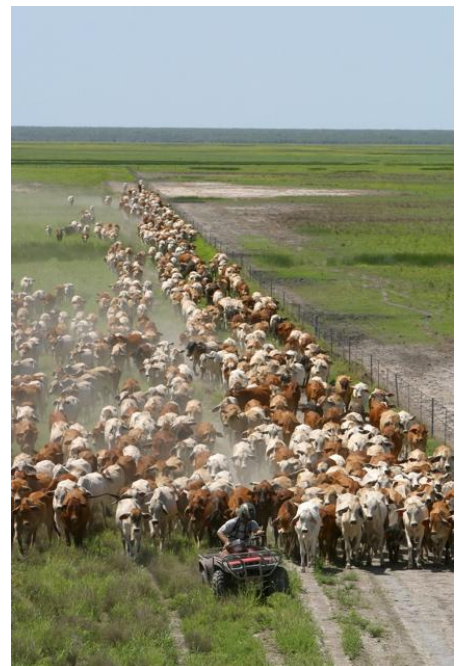
Photos of Roebuck Plains Station



Above: Roebuck Plains Training Centre



Above: Trainee facilities



²¹ LH/000501-09; F42.



Roebuck Cattle Yards

Property details

RCY is located in the Broome Shire, approximately 35km from the town of Broome in the West Kimberley. It is located within 2km of the Roebuck Roadhouse, which is at the junction of Broome Road and the Great Northern Highway.

The property is 100.14 ha in area²². It is a special purpose lease, for activities associated with the cattle industry and freight yard. The lease is granted subject to the provisions of section 79 of the *Land Administration Act 1997* and the conditions disclosed in the lease.²³

The lease is for a period of 21 years from 6th April 1999 with a further term of 21 years.²⁴

The description of the lease is Lot 382 on Plan 193561 – Crown Lease J-298931 – Volume/Folio LR3110/463.²⁵

A licence to take 70,000kL of water is in place for product washdown and stock watering. It extends to 6th April 2020. The licence number is GWL153700²⁶.

Improvements and assets

When the ILC purchased the property in 2005, there was a rudimentary set of cattle yards; however these were inadequate for the establishment of an AQIS accredited live cattle export facility.

In 2008 the ILC Board decided to upgrade the facilities to a standard where they could be AQIS accredited and provide a state-of-the-art facility for the export of cattle through the port of Broome²⁷. Construction commenced in late 2008 and was completed in 2009, with final registrations being granted in May 2009.

²² LH/000501-08; F98

²³ LH/000501-08; F93

²⁴ LH/000501-08; F93

²⁵ LH/000501-08; F93

²⁶ LH/000501-08; F92

²⁷ LH/001133-02; F33

The facilities are licenced to hold 11,662 head of cattle weighing an average of 400kg, with an annual throughput of up to 50,000 head. There are 44 individual isolation pens to hold cattle pre-transport, seven smaller special purpose pens, a drafting facility, a crush, individual scales, a weigh bridge and a plunge dip.

There are two operational bores and three 225,000 litre water storage tanks, which supply water to the yards for stock watering and dust suppression.

A diesel generator supplies 24 hour power in season as there is no mains power to the site. An office is located adjacent to the weighbridge. There are facilities to accommodate staff when working long hours to manage fatigue, along with a crib room and ablution facilities. A shed for the storage of feed pellets is located on the southern end of the property, with a workshop located in the vicinity of the offices.

The property is fully fenced, with a 7km laneway linking it to the main trucking yards on RPS.

The ILC invested \$3,074,396 in fixed infrastructure on the property since acquisition.

Valuation

A valuation prior to purchase by the ILC was carried out by Kimberley Property Valuers on 6th October 2004 who valued the property (which at the time carried some limited cattle yard infrastructure) in a range of between \$150,000 and \$225,000.

The property was purchased for \$180,000 in 2005.

A valuation was carried out on 13th May 2014 by CBRE on the instructions of NBY. It placed a value of \$1,092,000 on the land and infrastructure, excluding moveable assets²⁸.

The valuation identified “no asbestos containing materials utilised in the construction of existing dwellings”. However as stated above, the ILC has committed to undertake asbestos building materials surveys on all of its business properties in 2014, which will include RCY.

Photos of Roebuck Cattle Yards





5. Proposed Title Holding Body

Native Title Determination

The Federal Court recognised the Yawuru people (Rubibi claim group) as Native Title holders of Broome and surrounding areas on April 28, 2006. The Prescribed Body Corporate (PBC) was registered as Yawuru Native Title Holders Aboriginal Corporation (YNTH), in 2008. Yawuru commenced negotiations with the WA Government in 2006 and a Global Settlement Agreement was signed off in February 2010. The resulting Indigenous Land Use Agreements (ILUAs): the Yawuru PBC ILUA and the Yawuru Area ILUA were officially registered by the National Native Title Tribunal on May 24 and August 6, 2010 respectively. Collectively, the two ILUAs provide the Yawuru people with a \$196 million package comprising land and \$50.5m in compensation payments. NBY is the organisation which receives and manages these assets and monies on behalf of the PBC.

Title Holding Body details

The Yawuru Corporate Group comprises the PBC, YNTH; the holding company for risk management purposes Murra Mala Yawuru Pty Ltd (MMY); and the commercial development arm Nyamba Buru Yawuru Ltd (NBY). The relationship between the entities is shown in Figure 2 below. The vision of the Yawuru Corporate Group is:

The Yawuru Community supports individual and family aspirations while being firmly rooted in the Bugarrigarra²⁹ so that customary law and practice is a living part of family life and celebration.

The Yawuru community is an inclusive community that incorporates and enhances traditional Broome values of inclusiveness, hospitality and friendship. The Yawuru community believes that benefits flowing from the Native Title determination, while allowing rewards for personal endeavour, should always flow to the benefit of the community as a whole.

The Yawuru corporations invest to work for these aspirations and to create a Yawuru economy where families seek and have ongoing opportunities for employment and business³⁰.

The corporate Mission is stated as:

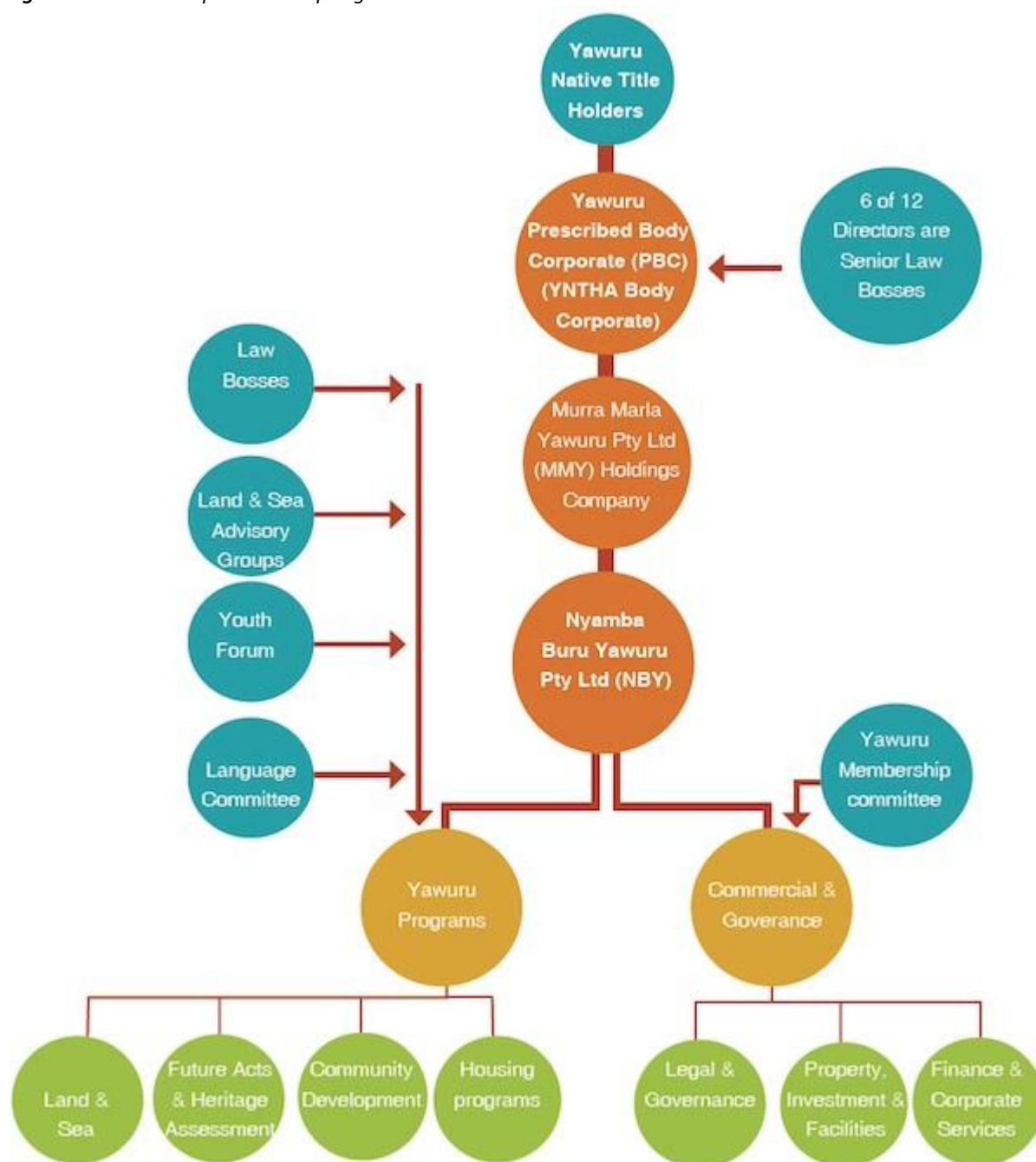
The Yawuru PBC holds the Yawuru Native Title rights and the corporate group carries out tasks to provide for the long term well-being of Yawuru people. The Yawuru corporations do this through respect and active maintenance of Language, Law and Culture; through prudent investment in land development and businesses; and through investment in health, housing and education. The work of the Yawuru corporations to create and grow Yawuru Equity will enable Yawuru people to be active participants and contributors, as well as beneficiaries, of sustainable economic, cultural and social practices so that they can care for and enjoy their land, values and culture in perpetuity, while enhancing families and the community in which they live³¹.

²⁹ Yawuru word for Dreaming.

³⁰ Yawuru Vision Mission & Values, file A/001177-03 f. 114

³¹ Yawuru Vision Mission & Values, file A/001177-03 f. 114

Figure 2: Yawuru Corporate Group organisational structure³²



The proposed THB, NBY, is a public company, limited by guarantee, registered under the *Corporations Act 2001*. The company was originally registered as Ngurra Burru Yawuru Ltd on 25 May 2009, and changed to its current name on 14 September 2009 (see *Attachment B*). The purposes of NBY “are to provide community services in the relief of poverty, suffering, distress, misfortune, disability or helplessness of Indigenous individuals and families in the Broome area of Western Australia in a manner that promotes the maintenance and advancement of Indigenous culture and interests”, as stated in its Constitution (see *Attachment C*). Its activities include property development, commercial

³² <http://www.yawuru.com/our-organisation/>

enterprises, individual and community capacity building, and social development focused on housing.

The company structure of the corporations is as follows³³:

- NBY is a company limited by guarantee and its ultimate holding company is MMY.
- MMY is a company limited by shares. It has only issued one share, which is held by YNTH.

ILC legal has confirmed that YNTH is registered under the CATSI Act and is therefore Indigenous controlled for the purposes of the ATSI Act. The constitutions of NBY and MMY allow for non-Indigenous members and directors to be appointed to both organisations and there is currently no constitutional requirement for Indigenous control³⁴. The current composition of MMY is four Indigenous Directors and NBY has three Indigenous Directors and two non-Indigenous. At present both organisations are Indigenous controlled³⁵. NBY has agreed to consider amending its constitution to enshrine Indigenous control, with the directors to consider this matter when they meet in September 2014³⁶.

In 2012 ILC Legal reviewed the NBY and MMY constitutions with both documents not altering since. The YNTH rule book was updated in 2014, however, it still requires members to be native title holders (5.2.2) and the majority of Directors to be Indigenous (8.2.2 a)³⁷.

NBY's Australian Business Number (ABN) is 87 137 306 917 and has been active from 25 May 2009. NBY holds Public Benevolent Institution and Deductible Gift Recipient Status³⁸. Thus it is likely that NBY will be exempt from stamp duty on the transfer of RPS and RCY, as has been the case when land holdings have been transferred from the State of Western Australia³⁹, however in WA this will not be known until the transfer date.

Governance

The Yawuru PBC has a strong focus on governance with the YNTH Board recognising in 2011 that it needed to build capacity to enable progress to be made in addressing the many challenges facing Yawuru people. Following a review by an independent consultant (Dr Stuart Phillpot from the Australian National University) the YNTH Board implemented a Governance Development Program to increase the skills and knowledge of the Directors and strengthen the Board. The program is reviewed annually and continues to the present day with regular workshops ensuring that Board decisions and policies reflect Yawuru values and the vision of the corporate group. All policy and financial commitments must receive Board approval.

³³ File LH/001177-05 folio 28-29 (ASIC search for NBY) and folio 39-40 (ASIC search for MMY)

³⁴ File LH/001177-03 folio 11; File LH/000501-09 folio 50-51

³⁵ MMY Directors are Peter Yu, Patrick Dodson, Dianne Appleby and Rowena Puertollano. NBY Directors are Patrick Dodson, Debra Pigram, Michael Corpus, Antoine Bloemen, and Kim Ivey.

³⁶ File LH/0050109 folio 57

³⁷ <http://register.oric.gov.au/document.aspx?concernID=204093>

³⁸ File LH/001177-02 folio 121

³⁹ File LH/001177-02 folio 116

The Yawuru corporations including NBY have developed documents and policies demonstrating good governance, including Code of Conduct, business and investment guidelines, a risk management framework and a detailed Strategic Plan articulating the management and growth of the Yawuru estate (see *Attachment F*). The Strategic Plan is reviewed annually with the process to develop a new Strategic Plan for 2015-2020 commencing in the current calendar year.

An ASIC Search by ILC Legal confirms that NBY has regularly submitted documents such as financial reports to ASIC consistent with its regulatory responsibilities⁴⁰. The leadership of NBY is stable, with four of the current Directors being appointed when the company was registered in 2009. There is recognition within Yawuru corporations of the importance of developing the capacity of future leaders, holding the first Yawuru Youth Forum in September 2012 and forming a Yawuru Youth Steering Committee. NBY Chair, Patrick Dodson, has stated that “now is the time for the next generation of Yawuru leadership” to step up, and that he will continue to work with the PBC and NBY Boards during this transition.

Under Clause 3.2 of its constitution, NBY has the legal capacity and powers of an individual for the purpose of carrying out its objects, therefore it can hold property⁴¹.

6. Sub Lease Terms and Conditions

The ILC and NBY have reached in principle agreement regarding the terms and conditions of a sub lease arrangement for the ILC’s continued management of RPS and RED post-divestment. This can be referred to as the terms and conditions of the Sub-Lease as set out in the Terms Sheet executed by both parties on 7 July 2014.⁴²

As the negotiations and agreement on the sublease was reached in May this year and formalised on 7 July 2014, 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 and for NBY to continue to work towards formal Sublease preparation and execution. This is reflected in the Terms Sheet. As such, upon execution of the Sublease, the ILC will pay NBY the pro rata sum of \$1014 per day for each day from 1 July 2014 as consideration of NBY’s agreement to enter into a Sublease with the ILC and for the ILC to secure this right to a Sublease.

⁴⁰ File LH/001177-05 folio 22-29

⁴¹ Attachment D

⁴² Note the Terms Sheet refers only to Roebuck Plains Station as at the time of execution an independent valuation was being undertaken for Roebuck Export Depot. Since then, agreement has been reached that the ILC will pay a flat fee for the Depot of \$30,000 p.a. and the sub-lease will be on the same terms as the Station. LH/000501-08:F42

Table 3: Summary of proposed Sub-Lease (term sheet is attached at Attachment D)

Property (and Location)	"Roebuck Plains Station", Broome Road, Broome WA 6725. "Roebuck Cattle Yards", Broome Road, Broome WA 6725.
Land Title to be Subleased	Roebuck Plains Station - Crown Lease 516-1997 being <i>Pastoral Lease</i> 3114/499 described as Lot 270 on DP220197. Roebuck Cattle Yards - Crown Lease J-298931 being <i>Special Lease</i> LR3110/463 described as Lot 382 on DP 193561
Sub Lessor / Landlord	Nyamba Buru Yawuru Ltd (or alternative entity as advised)
Sub Lessee / Tenant	Indigenous Land Corporation (or alternative entity as advised)
Existing Head Lease Details	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 has advised that the lease will be renewed on the same terms and conditions as the current lease. The Cattle Yards is a special purpose lease, for activities associated with the cattle industry and freight yard. The lease is granted subject to the provisions of section 79 of the Land Administration Act 1997 and the conditions disclosed in the lease. The lease is for a period of 21 years from 6 th April 1999 with a further term of 21 years.
Land Area to be Subleased	Pastoral Lease - 276,182ha. Special Lease (Cattle Yards) - 100.14 ha.
Water Entitlements to be Subleased	Pastoral lease - existing developed stock bores. Special lease (Depot) - licence to take 70,000kL of water is in place for product washdown and stock watering. It extends to 6 th April 2020. The licence number is GWL153700.
Inclusions to be Subleased	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.
Term (initial period)	Seven (7) years
Commencement Date	1 July 2014
Expiry Date	30 June 2021
Rent (Starting rent)	Pastoral lease - \$340,000 per annum (Exclusive of GST) Special lease (Cattle Yards) - \$30,000 per annum (Exclusive of GST)
Rent review	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.
Payment Schedule	Equal quarterly installments in advance.
Extension of Lease	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.

Further considerations of the proposed Sub Lease:

Tenant's Outgoings

As tenant, the ILC will pay for all outgoings associated with its operations including the annual Pastoral Lease rental and all other rates, charges imposed directly on the Property, the Tenant's pastoral operations, Tenant's property and the Tenant's occupation of the RPS and RCY.

Repairs and Maintenance

The ILC will be responsible for the replacement, renewal, upgrade and/or make good of all structures on RPS that have reached the end of their natural life to the threshold amount of \$20,000 per item. This is referred to as the Structure Repair and Replacement Threshold and captured in the lease terms and conditions.⁴³

Capital Infrastructure Investment

NBY will pay capital infrastructure replacement (CAPEX) with an agreed understanding between both parties that these costs will be low for the first 3 years of the sublease. The sub lease provides for increase/s in rent based on future capital investment by NBY on the basis that any such investment will form part of a new mutually agreed property development project, and that this investment is prior negotiated between both parties. 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.

In order to determine agreed CAPEX and property development projects, the ILC will prepare a Life Cycle Asset Plan for the initial term of the sublease (7 years). Both ILC and NBY will jointly brief the expert selected to undertake the Plan and jointly attend any on ground assessment. An Annual Station Operations Plan tabled at an annual meeting attended by both parties will further clarify the required CAPEX and any planned repairs and maintenance.

In the process of negotiating the terms of the divestment and sublease, it was proposed by the ILC that subject to Board approval, a contribution of \$1.5 million be committed to NBY for the establishment of an **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 RPS. The Fund will protect the ILC's infrastructure investment made in the property to date and will ensure station infrastructure is maintained at industry standard for the term of the sublease. The Fund will be managed separately to NBY general revenue and reported on annually to the ILC.

The full Essential Lease Terms and Conditions as agreed by both parties are included at [Attachment D](#) for reference.

⁴³ LH/000501-08

Memorandum of Understanding

In order to establish terms of engagement beyond the commercial terms of the Sub Lease, the ILC and NBY have agreed to enter into a Memorandum of Understanding to elevate priority matters within the relationship and progress opportunities of mutual benefit during the terms of the Sublease agreement. This is particularly relevant in regards to the joint pursuit of:

- Training, employment and pastoral management opportunities to be taken up by Yawuru people;
- Land management activities on country that deliver cultural and environmental benefits;
- Development of diversified land based enterprises through joint venture arrangements (e.g. irrigated agriculture for fodder production, tourism)

Yawuru community expectations regarding the use, access and resource rights related to the properties is also likely to change in the process of transferring legal land ownership. It will be important for the ILC and NBY to have clear protocols regarding communication and community benefit as the roles of Tenant and Landlord are adhered to. The ILC and NBY have agreed to work together to have the MOU in place by the end of 2014. The ILC will prepare the first draft for NBY's review in due course.

Annual Meeting

As articulated in the executed Sublease Terms Sheet, the parties have agreed to meet within 60 days of the commencement of the calendar year to discuss the Memorandum of Understanding and any targets it contains, operations under the Permitted Use of the Sublease and any Future Use proposals, employment and training opportunities, the Life Cycle Asset Plan, structure expenditure and any other relevant matters.

7. Sustainability

In 2009, the Yawuru were selected to participate in the Federal government's Caring for Country programme to commence the Yawuru Indigenous Protected Area (IPA) consultation project. The proposed IPA provides a plan of management for areas of Yawuru country that will be declared as protected and managed in accordance with cultural and environmental values. The IPA will complement the Yawuru Cultural Management Plan and the Yawuru – Department of Parks and Wildlife joint management arrangements developed under the Yawuru native title determination and subsequent Indigenous Land Use Agreements (ILUAs)⁴⁴.

An IPA enables the Traditional Owners (TOs) of country to protect, preserve and manage the cultural and environmental values of their land through an agreed approach to land management across different land tenure and ownership. All IPAs form part of Australia's National Reserve System (NRS) and in exchange for declaration of their lands, government and other conservation agencies provide financial and technical support to organisations to

⁴⁴ Yawuru IPA Plan of Management LH/000501-08: F148

assist in the management of these areas.⁴⁵ An IPA is not a legally binding instrument, however it engages landholders and interest groups to work together to implement a range of land management activities directed by TOs.

The proposed Yawuru IPA covers 137,783 hectares of Yawuru coastal and inland country including conservation parks and reserves, intertidal reserves, marine protected areas, and pastoral lands. The proposed IPA area on Roebuck Plains Station is 10,163 hectares and is one of the first multi-tenure, country-based land and sea IPAs dedicated and recognised in Australia and as such has the potential to positively contribute to the NRS.

Yawuru have consulted on the IPA's development for the past four years with its community, adjoining landholders, marine and conservation park authorities and a range of government departments, representative and interest groups. Since March 2013, the ILC has been an active participant in working to secure agreement about how the IPA will be applied to the RPS pastoral lease and integrated with the commercial activities of the business. Yawuru have identified cultural, ecological and economic values associated with RPS, listed here to illustrate the diversity and complexity of meaning associated with the land that comprises the pastoral lease:

Yawuru cultural ecological values

- Yawuru cultural sites
- Historical sites and areas
- Marine plans – Ramsar site
- Fauna resources
- Flora resources
- Other habitats – paper barks / mangroves / pindan
- Complex wetlands – everlasting springs
- Dune systems that surround the plains
- Cultural activities including camping, visiting sites

Economic Values

- Yawuru conservation estate
- Hunting and resource allocation
- Pastoral activities – cattle use
- Mining and exploration

The ILC and NBY jointly inspected areas of significance in October 2013 and have since agreed on management regimes to 18 specific areas within the IPA.⁴⁶ The ILC and NBY are proposing an innovative approach to the IPA on RPS based on an adaptive management regime and serial heritage sites. Under UNESCO's *Convention Concerning the Protection of the World Natural and Cultural Heritage*, several heritage sites can be listed for the cultural and/or natural values. This model has been adapted to form the IPA on RPS by identifying a series of highly significant areas (Zone 1) recognised for their cultural and natural values,

⁴⁵ Yawuru IPA Plan of Management LH/000501-08: F148

⁴⁶ Yawuru IPA Plan of Management LH/000501-08; F141-145

surrounded by buffer zones (Zone 2) which also includes areas with significance that will be closely monitored whilst the cattle operation continues⁴⁷.

The Yawuru IPA will be submitted to the approving authority (Department of Prime Minister and Cabinet) by September 2014 with a declaration likely by the end of 2014.

The IPA is presented diagrammatically at the Map at Attachment E.

To assist with the cultural and environmental land management activities identified in the IPA Plan of Management, the ILC has committed one-off land management funding of \$1 million to be expended over five years. This will enable Yawuru to undertake management activities on country and contribute to environmentally sustainable pastoral operations during the first term of the ILC sublease of the property. NBY has identified a number of specific projects related to the remediation of areas that have been impacted by grazing and the ILC funding will be utilised by NBY to rehabilitate areas of great cultural and environmental significance by constructing infrastructure to protect water reserves, midden sites and vegetation. This plan will play an important role in articulating Yawuru cultural, environmental and historical values of the land whilst the commercial cattle operations continue.

Activities that may be funded through the project include:

- Employment of Yawuru Country Managers;
- Fencing of cultural and environmental hot spots;
- Construction of alternative cattle watering points to enable the protection and rejuvenation of natural water sources without restricting cattle numbers;
- Undertaking trial early dry season fire management regimes;
- Development of cultural and historical trails nominating specific places of significance such as the water reserves located along the Kimberley De Grey Stock Route. An early historical record notes a specific site, Cockle Well, as a first contact place between Yawuru and settlers.

Once declared, the Yawuru IPA will receive modest funding from the Department of Prime Minister and Cabinet for its implementation⁴⁸. The ILC Land Management grant will bolster the opportunities for NBY Land and Sea Country Managers to undertake land management activities and to engage in research projects regarding the land and water systems. Much of RPS territory is under researched with regards to its native vegetation and natural water reserves. Yawuru are keen to understand more about the land through this process. The projected benefits associated with the Land Management project include protection of culturally significant sites; improved management of land; and maintenance and revitalisation of culture. These are described in Section 3 of this paper.

The ILC will also implement an Ecologically Sustainable Rangelands Monitoring (ESRM) plan to guide its commercial pastoral operations. The IPA and the ESRM together will aim to provide a framework for joint decision making about land and production.

⁴⁷ Yawuru IPA Plan of Management pp.16-17. Yawuru IPA Plan of Management LH/000501-08; F143-144

⁴⁸ This funding is yet to be confirmed however similar projects receive approximately \$150,000 - \$180,000 p.a.

The ILC and NBY have been selected to jointly present at the upcoming International Union for Conservation of Nature (IUCN) World Parks Congress in November 2014 in Sydney. The presentation is titled, *Reconciling Conservation Goals of Globally-Significant Roebuck Plains and Bay with Commercial Cattle Operations*, and will be incorporated as part of the *Respecting Indigenous and Traditional Knowledge and Culture* programme.

8. Financial Security

The main source of income for NBY has been payments under the two ILUAs, consistent with its principal activity as a company being to receive and manage monies on behalf of YNTH. Table 4 below summarises NBY's financial statements for the past five years and demonstrates that the bulk of the ILUA payments have been transferred. The statements also demonstrate that while currently reliant on ILUA income, NBY is building up its other sources of revenue, such as rental income from property developments. There are two unsecured inter-entity loans shown on the balance sheet. NBY has a loan to YNTH with a balance of \$92,165 as at 31 March 2014 (up from \$50,233 at 30 June 2013) and a loan to the Rubibi Charitable Trust of \$236 as at 31 March 2014 (down from \$14,080 at 30 June 2013).

As at 31 March 2014, NBY had assets of \$85,809,706, with almost half (\$41,132,250) being vacant land⁴⁹. This is a small increase from 30 June 2013 when total assets were valued at \$84,952,167⁵⁰.

Table 4: NBY Profit & Loss 2009 - 2014⁵¹

INCOME (\$)	2009/10	2010/11	2011/12	2012/13	2013/14 (to 31/3/14)
ILUA Transfers	\$4,114,333	\$35,367,557	\$40,874,998	\$ 8,304,565	\$ 2,248,561
Grants	\$ 32,271	\$ 416,764	\$ 624,379	\$ 390,726	\$ 573,701
Interest/Investment Income	\$ 25,465	\$ 1,505,477	\$ 1,764,828	\$ 1,324,259	\$ 733,576
Rents Received	-	-	\$ 3,967	\$ 203,648	\$ 625,750
Other Income	-	\$ 131,338	\$ 2,635,406	\$ 1,488,119	\$ 1,479,102
TOTAL INCOME	\$4,172,069	\$37,421,136	\$45,903,578	\$11,711,317	\$ 5,660,690
EXPENDITURE (\$)					
Salaries & On costs	\$ 220,846	\$ 1,138,711	\$ 2,090,098	\$ 3,364,184	\$ 2,851,739
Cultural and other Consultants and Advisors	\$ 130,475	\$ 1,503,952	\$ 2,177,998	\$ 951,662	\$ 1,070,229
Other Operating and Direct Expenses	\$ 78,018	\$ 878,844	\$ 991,217	\$ 1,613,949	\$ 984,992
Non Cash Expenditure (Depreciation etc)	-	\$ 24,150	\$ 54,907	\$ 142,395	\$ 150,047
TOTAL EXPENDITURE	\$ 429,339	\$ 3,545,657	\$ 5,314,220	\$ 6,072,190	\$ 5,057,007
SURPLUS/(DEFICIT)	\$3,742,730	\$33,875,479	\$40,589,358	\$ 5,639,127	\$ 603,683

As befits an organisation of this scale, NBY has an internal corporate and property team who prepare budgets and manage expenditure and income generation (such as property

⁴⁹ NBY Financials LH/000501-08; F203

⁵⁰ NBY Financials LH/000501-08; F195

⁵¹ NBY Financials LH/000501-08; F155-196

development). The Board is responsible for approving the budget and monitoring and managing financial risk. Financial statements are externally audited annually.

In the future NBY plans to generate income from a range of sources. As summarised in Table 5 this will include grants and investment income, while rental income is projected to increase further as more properties are developed. The other income category includes income from property sales, other compensatory payments and a small amount of philanthropic sponsorship. Based on its asset holdings, projected income and expenditure and the land holding costs and agreed terms and conditions for the sub lease, NBY has the capacity to meet its obligations as the future THB.

Table 5: NBY Projected Income and Expenditure for 2014 – 2015⁵²

INCOME (\$)	2014/15
ILUA Transfers	2,308,000
Grants	2,576,220
Interest/Investment Income	1,154,000
Rents Received	866,468
Other Income	5,566,061
TOTAL INCOME	12,470,749
Salaries & On costs	4,738,181
Cultural and other Consultants and Advisors	1,301,675
Direct Expenses	3,055,178
Other Operating Expenses	2,366,447
TOTAL EXPENDITURE	11,461,481
SURPLUS	1,009,268

⁵² NBY Financials LH/000501-08; F204

9. Risk and treatments

Table 5: Risk Identification and Treatment Plan

Identified risks rated in the absence of any controls				Current controls and their effectiveness rating		Additional work/controls required to reduce the risk to an acceptable level					
Risk	Consequence Rating	Likelihood Rating	Inherent (Untreated) Level of Risk	Current Controls	Rating of Controls	Additional Work / treatments / controls required	Who	By when	Consequence Rating	Likelihood Rating	Residual (Treated) Level of Risk
RISKS to BENEFITS / OUTCOMES											
Land not transferred to NBY in Ministerial approval process or not renewed in 2015 WA Pastoral Lease Renewal Process	5	E	M	ILC seeking in principle consent from Department of Lands (DoL) for transfer. ILC meets all obligations under lease agreement to ensure lease renewal in 2015.	G	Liaise with DoL and NBY regarding the process for transfer. Ensure NBY are aware of its obligations under the new lease regime in 2015.	ILC Western Division and Legal and NBY executive and General Counsel	Upon execution of grant and before 30 June 2015.	3	E	Low
NBY fails to issue ILC with sublease for RPS and RCY under new head lease arrangements.	4	D	M	Executed Terms Sheet for sublease. Deed of Grant and Grant of Monies contract for sinking fund provide clauses for ILC protection.	G	Develop MOU confirming ongoing commitment to sublease arrangements. Liaise with DoL and NBY regarding new head lease in 2015 and subsequent ILC approved and registered sublease.	ILC Western Division and Legal and NBY executive and General Counsel.	Upon execution of grant and before 30 June 2015.	3	D	Moderate
Indigenous benefits not generated from the property	3	C	Moderate	Agreement to sub-lease to ILC	CI	ILC and NBY enter sub-lease The agreed MoU developed in partnership includes training and employment projections for Yawuru participation. Yawuru develop capacity in pastoral management and business skills throughout term of sublease through agreed targets in MOU. Land Management benefits articulated in the reporting regime for the Grant of money for cultural	ILC Western Division, Training and Employment and NBY Executive	Post-grant	3	D	Moderate

Likelihood	Consequence	Control Rating	Risk Treatment
A – Almost Certain	1 - Insignificant	G (Good)- In place and working well	Extreme – Demands immediate attention – treatment plan is required
B - Likely	2 – Minor	F (Fair) - In place but needs work	High – Demands attention - treatment plan is required
C - Possible	3 – Moderate	CI (Poor) - Currently implementing	Moderate – Manage by specific monitoring - treatment plan is required
D - Unlikely	4 – Major	CD (Initial) - Current developing	Low – Control using standard procedures
E - Rare	5 – Catastrophic	N- Not commenced	

Identified risks rated in the absence of any controls				Current controls and their effectiveness rating		Additional work/controls required to reduce the risk to an acceptable level					
Risk	Consequence Rating	Likelihood Rating	Inherent (Untreated) Level of Risk	Current Controls	Rating of Controls	Additional Work / treatments / controls required	Who	By when	Consequence Rating	Likelihood Rating	Residual (Treated) Level of Risk
						and environmental activities to be undertaken by TOs.	NBY Land and Sea Unit, Yawuru Country Managers				
External impacts on cattle business	3	C	Moderate	ILC management of business	G	Environmental scanning and appropriate management of potential impacts Maintain currency of business risk assessment and actions	ILC Business Operations	Ongoing	3	D	Moderate
RISKS to PROJECT & INDIGENOUS INVOLVEMENT											
Due to changes to NBY Board, the majority of NBY directors are not Indigenous, resulting in Indigenous control of NBY ceasing	3	D	Moderate	NBY focus on good governance and empowering Yawuru	F	Continue to monitor Board composition and ensure Indigenous majority	ILC Western Division	Ongoing	3	D	Moderate
RISKS to PROPERTY (Assets)											
Unauthorised access or use of assets causing damage to property infrastructure or cultural sites	3	B	High	ILC management practices and relationship with NBY Physical security (locks, gates, fences)	G	Implement plans for improved management of environmental and cultural values of property Sub-lease document and MoU with NBY to include agreement on access	NBY Executive and Land and Sea Unit	Ongoing	3	D	Moderate
Weather events e.g. cyclones	4	C	High	Infrastructure of suitable standard e.g. cyclone rated Appropriate insurance cover	G	Continue to maintain infrastructure and housekeeping to high standard Maintain currency of emergency management plan	ILC Business Operations	Ongoing	3	C	Moderate
PROJECT MANAGEMENT RISKS											

Likelihood	Consequence	Control Rating	Risk Treatment
A – Almost Certain	1 - Insignificant	G (Good)- In place and working well	Extreme – Demands immediate attention – treatment plan is required
B - Likely	2 – Minor	F (Fair) - In place but needs work	High – Demands attention - treatment plan is required
C - Possible	3 – Moderate	CI (Poor) - Currently implementing	Moderate – Manage by specific monitoring - treatment plan is required
D - Unlikely	4 – Major	CD (Initial) - Current developing	Low – Control using standard procedures
E - Rare	5 – Catastrophic	N- Not commenced	

Identified risks rated in the absence of any controls				Current controls and their effectiveness rating		Additional work/controls required to reduce the risk to an acceptable level					
Risk	Consequence Rating	Likelihood Rating	Inherent (Untreated) Level of Risk	Current Controls	Rating of Controls	Additional Work / treatments / controls required	Who	By when	Consequence Rating	Likelihood Rating	Residual (Treated) Level of Risk
Inadequate resources to manage business and property appropriately	3	C	Moderate	ILC financial processes and knowledge of resources required	G	Financial and other resources allocated for life of project	ILC Business Operations and Western Division	Ongoing	3	D	Moderate
Breakdown in relationship between ILC and NBY	3	C	Moderate	Agreement to sub-lease terms and conditions	F	Implement sub-lease, build trust and understanding through development of MOU, meet obligations as per Terms Sheet and Grants of Monies Allocate appropriate resources to maintaining relationship Develop MoU with NBY	ILC Western Division and Business Operations and NBY Executive and Land and Sea Unit.	Ongoing	3	D	Moderate
CAPACITY of BENEFICIARY GROUP RISKS											
NBY fails to allocate sufficient funds to meet its obligations as Landlord	4	D	Moderate	Sub-lease will require ILC to pay operational costs of the property	G	Implement sub-lease, with future option NBY further diversify sustainable sources of income	NBY Executive	Ongoing	4	E	Moderate
Turnover of staff and board members limits ability of NBY to meet obligations	3	C	Moderate	NBY governance strategy, succession plans and recruitment policies	G	NBY to adapt internal controls and processes as required	NBY Executive	Ongoing	3	D	Moderate
LEGAL & LIABILITY RISKS											
Negligence causes injury to persons or damage to property resulting in financial and other costs to NBY/ILC	5	E	Moderate	Liability insurance and safe working practices	G	Ongoing property maintenance, staff training etc to reduce hazards	ILC Business Operations	Ongoing	4	D	Moderate

Likelihood	Consequence	Control Rating	Risk Treatment
A – Almost Certain	1 - Insignificant	G (Good)- In place and working well	Extreme – Demands immediate attention – treatment plan is required
B - Likely	2 – Minor	F (Fair) - In place but needs work	High – Demands attention - treatment plan is required
C - Possible	3 – Moderate	CI (Poor) - Currently implementing	Moderate – Manage by specific monitoring - treatment plan is required
D - Unlikely	4 – Major	CD (Initial) - Current developing	Low – Control using standard procedures
E - Rare	5 – Catastrophic	N- Not commenced	

10.. Grant conditions and post-grant monitoring

The grant will be subject to the standard terms in the ILC's Deed of Grant. The Deed of Grant contracts for both properties have been prepared and provided to NBY for execution at the time of preparing this paper.

The Title Holding Body will be subject to the following post grant monitoring and reporting requirements and conditions on grant:

- (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.

11. Details of Grant

The RPS and RCY grant ceremony is currently being planned in partnership with NBY, for *Tuesday, 2 September* from 10am till 1pm at Roebuck Plains Station.

The ILC is assisting NBY with the event planning to ensure the ceremony reflects the historical and cultural significance of the transfer of these traditional lands to the traditional owners of Broome. The grant ceremony will be attended by approximately 200 invited guests, including; ILC and NBY board of directors, management and staff; Yawuru elders and community members; government representatives; local Aboriginal organisations; and media.

Due to the significance of the property transfers it is requested funds of \$15,000.00 are allocated from an existing approved divestment budget to the grant ceremony.

The ILC is currently working in partnership with NBY on a public affairs strategy to ensure a coordinated approach in regards to media coverage of the event. It is envisaged that the event will attract national, state and local media coverage and will be an opportunity for the ILC to communicate the success of its projects and programs for the benefit of Indigenous Australians.

12. Objections to grant

Since the ILC's acquisition of this property, no objections have been received from external parties.

13. Legal process to complete the transfer of land

On 1 July 2015, all compliant WA Pastoral Leases will be issued with new leases including RPS Pastoral Lease. Subsequently all subleases will also expire on 30 June 2015 and require new subleases to be issued.

As the ILC will transfer the Pastoral Lease to NBY before 1 July 2015, NBY will be required to renew the Pastoral Lease as part of this process and in turn renew the sublease to ILC. It is important to note that the ILC sublease of the RPS cannot be registered on the title until the new lease comes into effect on 1 July 2015⁵³. The Department of Lands has confirmed to the ILC that the RPS Pastoral Lease is compliant and will be renewed.

There are various steps required in the administrative process to seek Ministerial consent for the lease transfer from ILC to NBY, including the ILC and NBY providing documentation to the Department of Lands about the future management of the land (sub lease to ILC). The ILC is working with the Department of Lands to expedite the processes and ensure the matter is given priority.

The Department has confirmed that the transfer and approval of the sub lease can occur this year and the general turnaround time for Ministerial approval is 6-8 weeks from lodgement of transfer documentation. The ILC plans to lodge this documentation as soon as the Deeds of Grant are executed by both parties (expected end of August 2014).

ILC Legal has confirmed that NBY is an Indigenous Corporation and is eligible to be granted the land⁵⁴.

Arrangements for NBY to engage legal assistance for the property transfer to be completed will be made following ILC Board approval to Grant. Due to the more complex nature of the three property transfers underway and the drafting of the sublease, a \$10,000 sign-on fee is being provided to NBY.

NBY is registered for GST. A caveat will be lodged at grant.

⁵⁴ File LH/001177-03 folio 11; File LH/000501-09 folio 50-51

14. Financial adjustments, utilities and insurance

An adjustment of outgoings **will not** be made at the transfer date defined in the Deed of Grant.

Services and utilities connected to the property are not required to be transferred into the name of the proposed THB, as the property will be sub-leased back to the ILC.

The ILC will continue to hold insurance over the properties post divestment as the sub-lessee. The ILC will charge back the cost of the premium to NBY on an annual basis. The parties agreed to this in the course of the lease negotiations due to the low cost of ILC insurance on its landholdings.

15. Stamp Duty

Section 193R of the ATSI Act provides that the grant of an interest in land by the ILC is exempt from stamp duty if the grant occurs within twelve (12) months after the interest was acquired by the ILC.

On the basis of Section 193R stamp duty **will** be payable in respect of this grant.

Arrangements have been made for **NBY** to seek exemption from stamp duty on the basis of being a charitable / benevolent institution. The final decision on stamp duty exemption will be made by the Government of Western Australia Department of Treasury and Finance on the property transfer date.

Should NBY not be granted eligibility for exemption of stamp duty, the ILC agrees to pay stamp duty, estimated to be \$684,654 comprising \$629,486 for RPS and \$55,168 for RCY (allowing for a 10% variance). Should NBY be judged eligible for exemption of stamp duty, the budgeted funds will be returned to general revenue.

Table 6: Funding submission for expenses associated with grant of the property

Roebuck Plains Station (A0501)

					13 / 14				14 / 15				Total
Property Name	Job No	Activity Type	Reserved	Funding Source	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	(Ex GST)
Roebuck Plains Station	2455	Grant	FALSE	App-LA-Land Hol						\$639,486			\$639,486
Total										\$639,486			\$639,486

STRATEGIC PROJECT - Roebuck - NBY Agreement (M3782)

					14 / 15				Total
Property Name	Job No	Activity Type	Reserved	Funding Source	Q1	Q2	Q3	Q4	(Ex GST)
Roebuck Plains Station	2528	Funding agreement	FALSE	LA/LM New 14/15				\$1,000,000	\$1,000,000
	2529	Works	FALSE	LA/LM New 14/15				\$1,500,000	\$1,500,000
	Total							\$2,500,000	\$2,500,000

Strategic Project - Roebuck Export Depot (A1133)

					13 / 14				14 / 15				Total
Property Name	Job No	Activity Type	Reserved	Funding Source	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	(Ex GST)
	2527	Grant	FALSE	App-LA-Land Hol						\$55,168			\$55,168
Total										\$55,168			\$55,168

16. Endorsement and Recommendation

On the basis of the information provided in this brief we are of the opinion that:

1. NBY has demonstrated the capacity and commitment to own and manage Roebuck Plains Station and Roebuck Cattle Yards in accordance with the primary purpose and stated land use;
2. Roebuck Plains Station and Roebuck Cattle Yards are capable of supporting NBY's land use activities; and
3. NBY has demonstrated that the land use is viable and sustainable.

We therefore recommend that you authorise the grant to NBY of the ILC's interest in the land known as Roebuck Plains Station and Roebuck Cattle Yards and the payment of \$1,500,000 for the establishment of the Infrastructure Investment Sinking Fund for the purposes of capital infrastructure investment on the property.

We recommended that you authorise a grant of \$1,000,000 to NBY for cultural and environmental land management activities undertaken by Yawuru Traditional Owners on Roebuck Plains Station and surrounding Yawuru traditional lands, aligned with the Indigenous Protected Area Plan of Management.

We request that you approve funds of:

- *Up to \$684,654 for stamp duty and other transfer fees*
- *\$10,000 sign-on fee*
- *\$1,500,000 for Infrastructure Investment Sinking Fund*
- *\$1,000,000 for cultural and environmental land management activities on Roebuck Plains Station undertaken by Traditional Owners*

We endorse a decision to grant the ILC's interest in Roebuck Plains Station and Roebuck Cattle Yards as consistent with the ATSI Act, NILS, relevant RILS, and Land Acquisition Program Guidelines.

Legal, Policy and Financial Compliance

This paper has been quality assured by Legal, Policy and Finance sections, and matters raised during the quality assurance process have been resolved.

The decision sheet has been cleared by the ILC Legal section.

Endorsements

Recommended by Emma Yates, Project Advisor Date / / In recommending this report, I declare I have no conflict of interest.	Supported/not supported Kate Fulton, Operations Manager Date / / In supporting this recommendation, I declare I have no conflict of interest.
Supported/not supported Kate Alderton, Divisional Manager, Western Division Date / / In supporting this recommendation, I declare I have no conflict of interest.	Supported/not supported Michael Dillon, Chief Executive Officer Date / / In supporting this recommendation, I declare I have no conflict of interest.

Attachments

- A. Copy of Board Acquisition Decision Sheets**
- B. Copy of Certificate of Incorporation and Rules**
- C. Copy of THB Constitution**
- D. ILC-NBY Sub Lease Terms Sheet**
- E. Yawuru Indigenous Protected Area Map**
- F. Yawuru Strategic Plan**

Document 12



Australian Government
Indigenous Land Corporation

Commercial in Confidence
BOARD GRANT OF LAND DECISION

Decision No 387

BOARD MEETING No: Out of Session (# 178)
MEETING DATE: 12 August 2014

REFERENCE NUMBER: LA/1177
PROJECT NAME: OTC Dampier
PROPOSED THB: Nyamba Buru Yawuru Ltd

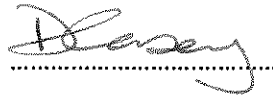
THE BOARD OF DIRECTORS OF THE INDIGENOUS LAND CORPORATION:

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)* (ATSI 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 of the grant.
5. **Notes** that a caveat will be lodged on the property.
6. **Notes** that the ILC will meet the following costs:
 - (a) Up to \$165,000 GST exclusive for the payment of stamp duty and transfer fees, if the transaction is not exempt.

- (b) Up to \$500 GST exclusive for the payment of the ILC's insurance of the property for 3 months.
7. **Resolves** to proceed to grant the land to Nyamba Buru Yawuru Pty Ltd pursuant to section 191D(1)(a) of the *ATSJ Act*.
8. **Directs** the Chief Executive Officer to proceed to effect the grant of the land and execute all necessary Deeds and documents to effect the grant.

SIGNED, Dr Dawn Casey, Chair

A handwritten signature in dark ink, appearing to read 'D Casey', written over a horizontal dotted line.

Date: 12 August 2014

Document 13

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 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

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

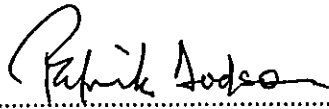
Address

SOLICITOR

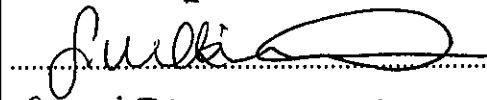
Occupation

Execution Date 02 / 02 / 2015

Signed by Nyamba Buru Yawuru Ltd
pursuant to Section 127 of the Corporations
Act 2001 (Cth)



Director
Print name: PATRICK LIONEL DODSON



Witness Signature

SALLY JANE WILKINSON Full Name

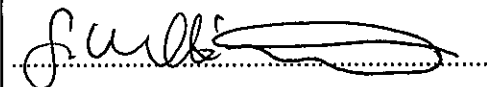
C/O 55 REID RD. Address

CABLE BEACH WA 6726

LAWYER Occupation



Director/Secretary
Print name: RODNEY FRANCIS NICHOLE



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 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

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 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) 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. _____	
6. _____	Receiving 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:

Document 14

8 December 2014

Rodney Nichole
Governance

Mr Patrick Dodson
Chairman
Nyamba Buru Yawuru Ltd
PO Box 425
Broome WA 6725

Dear Mr ~~Dodson~~ *Patrick*

**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**¹ 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

¹ Copy Letter

PATRICK LIONEL DADSON Acknowledgment
I, on behalf of Nyamba Buru Yawuru Ltd agree to the
amendments set out above.

Patrick Dadson
.....
Signature

Nichole
.....
Witness Signature

RODNEY FRANCIS NICHOLE
.....
Witness name

Dated: 3 / 2 / 15

Document 15



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

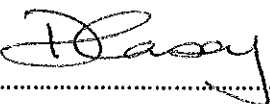
THE BOARD OF DIRECTORS OF THE INDIGENOUS LAND CORPORATION:

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)* (ATSI 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

Document 16

18 June 2014

Mike Dillon
Chief Executive Officer
Indigenous Land Corporation
PO Box 586
Curtin ACT 2605

27/6/14



Dear Mike

Agreed terms for the divestment of Roebuck Plains Station

Further to the offer made by NBY to the ILC on 1 November 2013, please find the terms amended to reflect the agreement reached at our joint meeting on 13 May 2014.

Please execute the document and return a copy to our office.

The amended terms will be put to our Board at its next meeting in June and I will provide you an update once a decision has been made.

Yours sincerely



Dean Newton
General Manager (Commerce)

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

Property (and Location)	"Roebuck Plains Station", Broome Road, Broome WA 6725.
Land Title to be Subleased	Crown Lease 516-1997 being Pastoral Lease 3114/499 described as Lot 270 on DP220197.
Sub Lessor / Landlord	Nyamba Buru Yawuru Ltd (or alternative entity as advised)
Sub Lessee / Tenant	Indigenous Land Corporation (or alternative entity as advised)
Guarantor	Not required
Existing Head Lease Details	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.
Land Area to be Subleased	276,378 ha (excludes the 2015 excision area of 4,601ha).
Water Entitlements to be Subleased	Existing developed stock bores.
Inclusions to be Subleased	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.	Term (initial period)	Seven (7) years
2.	Commencement Date	1 July 2014
3.	Expiry Date	30 June 2021
4.	Rent (Starting rent)	\$340,000 per annum (Exclusive of GST)
5.	Rent review	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.	Payment Schedule	Equal quarterly installments in advance
7.	Extension of Lease	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.	Bank Guarantee	Not required
9.	Landlord's Outgoings	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.	Tenant's Outgoings	The Tenant must pay for all outgoings other than the Landlord's outgoings. The Tenant must also pay for: - Pastoral Lease annual rental. - All services separately metered to the property; - All stock & 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 Tenant's pastoral operations, Tenant's property and the Tenant's occupation of the Property.
11.	Repairs and Maintenance (R&M)	The Tenant must: • Keep the Property in good repair. • Regularly maintain and service the Tenant's and the Landlord's property. • Repair defects and damage caused by the Tenant, in the event of an act, omission, negligence or default of the Tenant. • Maintain boundary and subdivisional fencing, stock yards, water infrastructure and roads on the land. • Dispose of waste in a timely and environmentally sensitive manner. • Keep the property largely free from vermin, wild animals, weeds and diseases in accordance with pastoral industry best management practice.

		• Undertake regular controlled burns of the country in accordance with pastoral industry best management practice. • Maintain adequate fire breaks to reduce impact of bushfires.
12.	Structure Expenditure – Landlord	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. If the parties cannot agree on whether a required activity is Structure Expenditure or Repairs and Maintenance: • 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 • The parties must meet and negotiate within 7 days of the response being provided • 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 • Both parties agree that the expert's decision is final • Each party must pay 50% of the expert's costs. The Tenant agrees to meet any Structure Expenditure costs for the first three (3) years of the first term of the Sub Lease.
13.	Structure Expenditure – Tenant	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 & 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

		address any structure impacted by an act, omission, negligence or default of the Tenant. The Structure Repair & Replace Threshold is \$20,000
14.	Future Use Provisions	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.
15.	Rent Increase for: Capital Investment or Capital Improvement (CAPEX)	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. <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>
16.	Assinging, subletting and charging	The Tenant must not assign, sublet or otherwise deal with the Property without the consent of the Landlord. Consent cannot be unreasonably withheld
17.	Insurance provisions	(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. (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.
18.	Permitted Use	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

		and applicable lease terms in the event that non-pastoral activities permits are granted and allowed. 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. 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.
19.	Lease Costs	(a) Each party to be responsible for their own legal fees for the preparation, negotiation and execution of the Lease. (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. (c) The Tenant must pay the costs for the preparation, negotiation and execution of any change in the Sub lease within the term.
20.	Residences on property	To be maintained by the Tenant in the same condition as at the Commencement Date, fair wear and tear excepted.
21.	Entry by Landlord for the Enforcement/Monitoring of Sub Lease Conditions	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.	Provisions relating to the final year of the Lease	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.	Further Special Conditions	(a) The Tenant is to provide the Landlord each year with all essential information associated with pastoral activities on the property. In particular: I. Station Operational Plan provided annually. II. Station Operational Plan actuals provided annually. 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

		advice. (b) The Tenant must: 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; II. Maintain proper and accurate records of all chemical application, fertiliser application, nutrients and other inputs applied to the Property; (c) The Tenant is to assist and facilitate any implementation of budgeted capex. (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). (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.
24.	Work Health and Safety	The Tenant will be required to: (a) Acknowledge that it has management and control of the Property 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 relevant Authority and the Landlord in relation to compliance issues, hazards or incidents occurring on the property. (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&S obligations.
25.	Negotiation	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.
26.	Status of Heads	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

		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. 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. <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>
27.	Confidentiality	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.

Further terms		
1.	Life Cycle Asset Plan	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.
2.	Annual Meeting	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.
3.	Sinking Fund	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.

4.	Land Management Assistance	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.	Memorandum of Understanding	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.	Export Depot	The parties agree to: 1. Transfer the underlying title to NBY 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. 3. ILC to remain liable for all costs, fees and charges (including any structure expenditure) 4. ILC to indemnify NBY for all activities carried out at the Export Depot 5. ILC to pay an annual rent of \$30,000 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
7.	Board Approval	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.	Sign – on payment	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 8th day of July 2014
are acceptable to:

Tenant



.....
Signed for and on behalf of the Tenant

MICHAEL CANNON DILLON
.....

Full name of signatory

(Please print)

Landlord



.....
Signed for and on behalf of the Landlord

Dean Newton

Full name of signatory

Document 17

CONTRACT ORDER FORM

Form F15

REFER TO F15s in "Plain English"

SECTION 1

To be completed by the ILC Officer
requesting the contract

Contract No.

TRI

3731

TRIM No.

LH/000501-08

Initiating Section/Office:	WDO		
Name of Contract Manager:	Emma Yates		
Name of CMT Member:	Kate Alderton		
Board Decision No. and/or Delegation No.	Deed of Grant prior to Board Decision, as per new policy <i>Received 17-07-14</i>		
Date of Request:	15/07/2014	Date Required:	31/07/2014
LAMIRS Project ID(s):	A0501		
LAMIRS Property ID(s):	LAMIRS PROPERTY ID: 501		
Name and Address of Property:	Roebuck Plains Station Broome Hwy, Via Broome, WA 6725 PO Box 78, Broome WA 6725		
Details of other party:	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: dean.newton@yawuru.org.au Person(s) responsible for executing the contract: Contract will be signed by the Chair of NBY, Patrick Dodson		
Financial Implication(s):	Contract Expenditure: \$582,260 GST: \$58,226 TOTAL: \$640,486 Note: This is to cover stamp duty (up to \$572,260) and sign on fee of \$10,000		
Description:	To grant the property (Roebuck Plains Station) to Nyamba Buru Yawuru Ltd		

Contract Preparation or Review	Tick one of the following: ☒ This contract is to be prepared by Legal. ☐ This contract has been prepared by the Other Party which should be reviewed by Legal. (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)																				
Written Consent of THB:	No, ILC owned land																				
Notification:	Please indicate how many days prior to the contract expiry date you would like an email notification:- ☒ 30 ☐ 60 ☐ 90 ☐ 365																				
Contracts Register	Briefly state any reason/s why an electronic copy of this contract should not be posted on the Contracts Register (eg confidentiality, sensitivities, risk) n/a																				
Type of Contract: Ctrl + click on the selected link to take you to the relevant page. Remember to only print the 'current' page. <table border="0"> <tr> <td>☐ Caretaker</td> <td>☐ Sharefarming</td> <td>☐ Remediation</td> <td>☐ Loan</td> </tr> <tr> <td>☐ Vehicle Borrower</td> <td>☐ Services</td> <td>☐ Works</td> <td>☐ Stock Mortgage</td> </tr> <tr> <td>☐ Lease</td> <td>☐ Grant of Money</td> <td>☐ Grant of Chattels</td> <td>☐ Contract Variation</td> </tr> <tr> <td>☐ Agistment</td> <td>☐ Consultancy</td> <td>☒ Grant of Land</td> <td></td> </tr> <tr> <td>☐ Other Licence</td> <td>☐ Muster</td> <td>☐ Other</td> <td></td> </tr> </table>		☐ Caretaker	☐ Sharefarming	☐ Remediation	☐ Loan	☐ Vehicle Borrower	☐ Services	☐ Works	☐ Stock Mortgage	☐ Lease	☐ Grant of Money	☐ Grant of Chattels	☐ Contract Variation	☐ Agistment	☐ Consultancy	☒ Grant of Land		☐ Other Licence	☐ Muster	☐ Other	
☐ Caretaker	☐ Sharefarming	☐ Remediation	☐ Loan																		
☐ Vehicle Borrower	☐ Services	☐ Works	☐ Stock Mortgage																		
☐ Lease	☐ Grant of Money	☐ Grant of Chattels	☐ Contract Variation																		
☐ Agistment	☐ Consultancy	☒ Grant of Land																			
☐ Other Licence	☐ Muster	☐ Other																			

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

Period of Contract:	Commencement Date: Upon legal transfer of the pastoral lease. It is anticipated that the lease will transfer on 1 July 2015.
Chattels:	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
Permitted purposes for which the land may be used:	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

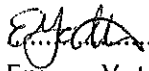
ILC OFFICER

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: / /

(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.

.....

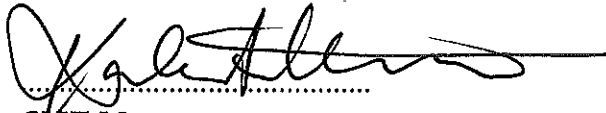
SAO

Dated: / /

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

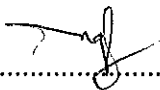
Dated: 15/7/14

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.



Legal

Dated: / /

FINANCE

Recommendation by FINANCE (to be returned to LEGAL with contract copies)

I, (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.

Finance

Dated: / /

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](#)

Document 18



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

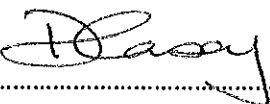
THE BOARD OF DIRECTORS OF THE INDIGENOUS LAND CORPORATION:

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)* (ATSI 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