

SCHEDULE 11 – LEASE TO EME

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THE LESSOR HEREBY LEASES TO THE LESSEE the Land subject to the Encumbrances for the Term for the clear total rental of one peppercorn payable on demand, and otherwise on and subject to the terms covenants and conditions contained in this Lease and for that purpose the Lessor and the Lessee **COVENANT AND AGREE**...

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Lease, unless the context requires otherwise:

Agricultural Area means [the M2 Farm Area or the Mantinea Farm Area or the Ord West Bank Farm Area (as the case may be)].

Authority means Federal—State or local government government department

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this Lease, and the registered proprietor of the Land from time to time.

Management Plan means the management plan set out in Schedule 1 to this Lease.

MG Culture means living body of traditions, observances, customs, beliefs and cultural practices of the MG People, as evidenced by but not limited to:

- (i) to the use of land and waters in accordance with the traditional laws acknowledged and traditional customs observed by the MG People; and
- (ii) ~~the native title rights and interests of the MG People in the Land~~

MG People means:

- (i) those Aboriginal persons who are common law holders under the MG#1 Determination, but not including those persons who are common law holders solely on the basis that they identify themselves as Deleagooos (as defined in

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includes each other gender;

- (e) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

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(b) Any amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.

(c) The Lessee must pay additional to any amounts payable by the Lessee under

this Lease any GST payable by the Lessor in respect of a Taxable Supply made

under this Lease, subject to and within thirty (30) days of the provision by the

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amendments or supplements to the Management Plan.

- (d) If the Management Plan is amended or supplemented (including as a result of a determination by the Minister for the Environment) then the parties agree that:
 - (i) the parties will execute a deed of variation to this Lease, which deed will provide that:

- (B) the amended Management Plan in the schedule to the deed of

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- (b) Nothing in clause 6 1(a) shall be taken to affect or diminish the rights of the Lessor as registered proprietor of the Land and retained under this Lease whether arising at common law or in statute

6.2 Lessee's Indemnity

- (a) For the purposes of this clause 6.2, the term Lessor includes any director, officer, member and the agents, servants, employees, contractors, licensees and invitees of the Lessor.
- (b) The Lessee must indemnify and keep indemnified the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against the Lessor:
 - (i) in respect of any loss, injury or damage of or to any kind of property (including the Land and the property of third parties); and

~~(ii) in respect of any death of or injury or illness sustained by any person~~

that is directly or indirectly during the Term caused by arising out of or in

connection with any negligent or other tortious act or omission of the Lessor or any of its officers agents servants employees contractors licensees invitees

and members in the exercise of their right under clause 8 2(a).

7. TRANSFER OF LAND ACT

7.1 Registration

This Lease shall be registered under the TLA on the certificate of title to the Land

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of a condition of this Lease, where notice of that breach has been given by the
Lessee and the same has not been remedied within the time specified in the notice.

then the Term of this Lease shall be extended for the period of the same as aforesaid.

covenants and conditions as are contained in this Lease or such of them as shall then

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- (ii) the Lessor must deliver to the Lessee a duly executed transfer in a form that will allow registration of it under the *Transfer of Land Act 1893* and all such other deeds, instruments and documents as the Lessee reasonably

requires to complete and fully effect the transfer and conveyance of the Land to the Lessee in accordance with this clause 12.

12.6 Costs and Stamp Duty

Each party shall pay its own legal and other costs incurred in respect of any matter under this clause 12, but the Lessee must pay all stamp duty, if any, payable in respect of the sale and transfer of the Land.

12.7 Option Applies

For the avoidance of any doubt:

- (a) the Lessor's obligation to give the Lessor's Notice; and
- (b) if the Lessor's Notice is given, the Lessee's right to exercise the Option, arises on each and every occasion that the Lessor desires or intends to sell, assign, transfer, part with possession or otherwise deal with any or all of its rights, title,