



NORTHERN LAND COUNCIL

Our Land, Our Sea, Our Life

Address all correspondence to:

Chief Executive Officer

GPO Box 1222 Darwin NT 0801
45 Mitchell Street Darwin NT 0800
P: 08 8920 5100 • F: 08 8945 2633
Freecall: 1800 645 299
www.nlc.org.au
ABN 56 327 515 336

20 November 2023

Ref: NLC - 919094631

Chief Executive Officer
Roper Gulf Regional Council
PO Box 1321
KATHERINE NT 0851

Dear Sir/Madam,

S19 Mineral Extractive Agreement – Central Arnhem Road – Gravel Pit 56

Please find enclosed three copies of the above Lease. The Lease have been executed by the Northern Land Council and Arnhem Land Aboriginal Land Trust.

Please date each agreement at page 1, sign each agreement to execute the Lease and return two copies to NLC within 21 business days of the date of this letter.

If you have any issues returning copies within this timeframe, please do not hesitate to contact me,

Yours faithfully,

Kim Jeffrey
Legal Secretary

Katherine	Jabiru	Nhulunbuy	Borroloola	Ngukurr	Tennant Creek	Timber Creek	Wadeye
P.O. Box 396 Katherine NT 0851 P: (08) 8971 9899 F: (08) 8972 2190	P.O. Box 18 Jabiru NT 0886 P: (08) 8938 3000 F: (08) 8979 2650	P.O. Box 820 Nhulunbuy NT 0881 P: (08) 8986 8500 F: (08) 8987 1334	P.O. Box 453 Borroloola NT 0854 P: (08) 8975 8848 F: (08) 8975 8745	P.M.B. 85 via Katherine NT 0851 P: (08) 8975 4755 F: (08) 8975 4601	P.O. Box 55 Tennant Creek NT 0861 P: (08) 8962 1884 F: (08) 8962 1636	43 Wilson St Timber Creek NT 0852 P: (08) 8975 0789 F: (08) 8975 0664	Lot 788 Kanarida St Wadeye NT 0822 P: 0439 830 435

MINERAL EXTRACTIVE AGREEMENT

SECTION 19 ALRA AGREEMENT

CENTRAL ARNHEM ROAD - GRAVEL PIT 56

Arnhem Land Aboriginal Land Trust

Land Trust

and

Roper Gulf Regional Council

Proponent

and

Northern Land Council

Land Council

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DATE

This Agreement is dated

2023

PARTIES

This Agreement is made between and binds these parties:

- 1. **Arnhem Land Aboriginal Land Trust** c/- Northern Land Council, 45 Mitchell Street, Darwin NT 0800 (**Land Trust**)
- 2. **Roper Gulf Regional Council** of 2 Crawford Street, Katherine East, NT 0850 (**Proponent**)
- 3. **Northern Land Council** of 45 Mitchell Street, Darwin NT 0800 (**Land Council**)

RECITALS

This Agreement is made in the following context:

- A. The Extraction Areas are vested in the Land Trust.
- B. The Proponent wishes to take Extractive Minerals from the Extraction Areas.
- C. Section 19 of the Act permits the Land Trust, in certain circumstances, to grant an estate or interest in land vested in it.
- D. The Land Trust agrees to allow the Proponent to take the Extractive Minerals from the Extraction Areas pursuant to the terms of this Agreement.
- E. The Proponent accepts the terms of this Agreement.
- F. The Land Council has given a direction under subsection 19(4A) of the Act to the Land Trust to grant the Agreement.

1. Definitions and Interpretation

1.1. Unless the contrary intention appears, a term in bold type has the meaning opposite it:

Aboriginal	has the meaning in the Act.
Aboriginal land	has the meaning in the Act.
Aboriginal Landowner	means the traditional Aboriginal owners and other Aboriginals, entitled to enter and use the Licence Area by sub-section 71(1) of the Act.
Aboriginal tradition	has the meaning in the Act.

Act	means the <i>Aboriginal Land Rights (Northern Territory) Act 1976</i> (Cth).
Agreement	means this agreement.
Business Day	means a day that is not a Saturday, Sunday or public holiday in Darwin.
Commencement Date	means the date specified in Item 5.
Default Rate	means the rate which is 2% per annum above the business overdraft base rate charged as at the due date for payment by the National Australia Bank.
Extraction Areas	means the land described in Item 2 and includes the buildings and other improvements on the land.
Extractive Mineral Fees	means the amount payable by the Proponent under this Agreement, calculated in accordance with clause 3.2.
Extractive Minerals	means the minerals specified in Item 1.
Extractive Operations	doing all things necessary for taking the Extractive Minerals from the Extraction Areas, including, but not limited to pegging out, extracting, crushing, washing, grading, loading, stockpiling and transporting that material.
Further Term	means the period specified in Item 14
Land Council	means the Northern Land Council established under the Act.
Land Council's Representative	means the person for the time being performing the duties and functions of the office or person specified in Item 12.
Land Trust's Representative	means the person for the time being performing the duties and functions of the office or person specified in Item 10.

Permit	means a permit under section 4 of the <i>Aboriginal Land Act 1978</i> (NT)
Proponent's Representative	means the person for the time being performing the duties and functions of the office or person specified in Item 11.
Permitted Use	means the permitted use described in Item 17.
Purpose	means the purpose specified in Item 16.
Sacred Object	means an object which is sacred or otherwise significant to any traditional Aboriginal owner according to Aboriginal tradition.
Sacred Site	means an area or site, including land or water, that is sacred or otherwise of significance to any traditional Aboriginal owners according to Aboriginal tradition, including the surrounds of such area or site which cannot be entered, used or otherwise impacted upon without destroying or diminishing the significance of the area or site, whether or not the area or site is registered or declared as being sacred to Aboriginals or of significance according to Aboriginal tradition under a law of the Commonwealth or the Northern Territory.
Term	means the period specified in Item 6 together with the Further Term, if applicable, unless this Agreement is earlier terminated.
traditional Aboriginal owners	has the meaning in the Act.
Waste	means any waste material generated by the Proponent including refuse, garbage, oil, chemicals and all other waste material.

- 1.2. In this Agreement, unless a contrary intention appears:
- a. a reference to an Item is a reference to an Item in Schedule 1;
 - b. a reference to a Schedule is a reference to a Schedule to this Agreement;

- c. words in the singular include the plural and vice versa;
- d. words importing one gender includes the other genders;
- e. an obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally; and
- f. the terms "Land Trust", "Land Council" and "Proponent" include their respective successors in title.

2. Grant of Right to Take Extractive Minerals

- 2.1. In consideration of the Extractive Minerals Fees and the Proponent's obligations under this Agreement, the Land Trust agrees to allow the Proponent to access the Extraction Areas, and to take and do all things necessary for taking the Extractive Minerals from the Extraction Areas, for the Term of the Agreement.
- 2.2. The Proponent must not excavate Extractive Minerals at a depth below 2m of the general land surface of the immediately surrounding vicinity, except with the written permission of the Land Council.
- 2.3. The Land Trust reserves to itself the rights specified in Item 4.

3. Extractive Minerals Fees

- 3.1. The Proponent must pay to the Land Council the Extractive Mineral Fees.
- 3.2. The Extractive Mineral Fees will be determined in accordance with the following process: The Proponent must,
 - a. one calendar year after the date of this Agreement, and on the anniversary of that date each year after for the Term of the Agreement, advise the Land Council of the total area excavated in the previous calendar year;
 - b. substantiate its calculation of the total area excavated per annum with surveyed diagrams; and
 - c. upon receipt of an invoice from the Land Council, provide an annual payment (being the Extractive Minerals Fees) to the Land Council at the agreed Rate specified at Item 7 (and where applicable increased in accordance with clause 3.3 below) per cubic metre of area excavated.

For the avoidance of doubt, the total area excavated includes the Extractive Minerals excavated and any surface or surrounding excavation undertaken in relation to the excavation of the Extractive Minerals.

- 3.3. On each anniversary of the Commencement Date during the Term the Rate will increase by the amount or percentage specified in Item 8.

4. Utilities and other charges

- 4.1. The Proponent must pay for all electricity, water and gas consumed or used by the Proponent on the Extraction Areas, and any other charges specified in Item 9.
- 4.2. Nothing in clause 4.1 prevents the Proponent from passing liability for the consumption of electricity, water or gas to an assignee.
- 4.3. If required, the Proponent is responsible for the connection of all services to the Extraction Areas.

5. Improvements

- 5.1. All buildings, infrastructure and other improvements on the Extraction Areas at the Commencement Date are the property of the Land Trust.
- 5.2. The Proponent must not construct, place, extend, add to, replace or remove any buildings, infrastructure or other structures on the Extraction Areas without the express written approval of the Land Council.
- 5.3. Where the Proponent obtains written approval from the Land Council in accordance with clause 5.2, the Proponent must ensure that any renovation, demolition, removal or disposal of existing buildings, infrastructure, other structures, debris or soils on the Extraction Areas, is conducted safely and accordance with all statutes, ordinances, regulations and by-laws.
- 5.4. The Proponent is responsible for the maintenance and repair of any buildings, infrastructure and other improvements it constructs or places on the Extraction Areas in accordance with clause 5.2 and of all buildings, infrastructure and improvements referred to in clause 5.1 which it uses during the Term.

6. Yield up

- 6.1. On the expiry or earlier termination of this Agreement (including termination because of the Proponent's default), all buildings or other improvements which the Proponent has constructed on the Extraction Areas during the Term remain the property of the Land Trust.
- 6.2. On the expiry or earlier termination of this Agreement:
- a. the Proponent must promptly vacate the Extraction Areas and take all reasonable steps to ensure that its employees, contractors and agents also promptly vacate the Extraction

Areas, except for the purpose of remediation works under clause 22.9;

- b. the Proponent must remove any chattels owned by the Proponent from the Extraction Areas;
 - c. the Proponent shall immediately notify the Land Council and furnish the Land Council with a list of areas affected by the work, a map showing their exact location and a surveyed assessment of the volume of Extractive Minerals removed from each area;
 - d. the Proponent shall immediately remediate those areas affected in accordance with clause 22.9 and leave the Extraction Areas in a safe condition; and
 - e. each Party remains liable to the other Parties in respect of all obligations under this Agreement which arose before the date of termination or expiration.
- 6.3. The Proponent must, having regard to the condition of the Extraction Areas at the commencement of the Term, throughout the Term keep, and at the termination of this Agreement, yield up the Extraction Areas in a clean and tidy condition subject to fair wear and tear.
- 6.4. Following the termination or expiry of this Agreement, the Land Council shall:
- a. if it is satisfied with the remediation works conducted by the Proponent, notify the Proponent of this in writing, or
 - b. if it is not satisfied with the remediation works, set out the reasonable steps required to remedy the deficiencies in the make good works and the Proponent must then conduct these works to the reasonable satisfaction of the Land Council.

7. Land Trust's rights of entry

- 7.1. The Land Trust or its nominee may, at reasonable times and on giving at least 7 days written notice to the Proponent, enter the Extraction Areas to inspect the state of repair of the Extraction Areas.
- 7.2. In an emergency, the Land Trust or its nominee may at any time, without giving notice if it is impracticable to do so, enter the Extraction Areas unaccompanied to ascertain and, if found necessary, remedying the cause of the emergency. The Land Trust must in all such cases inform the Proponent in writing of the entry as soon as possible.

8. Requirements of authorities

- 8.1. The Proponent must comply with all statutes, ordinances, regulations and by-laws relating to the use of the Extraction Areas to the extent that the Proponent is bound to comply (including, but not limited to,

entry onto the Extraction Areas and removal of the Extractive Minerals from the Extraction Areas).

- 8.2. The Proponent warrants that it has done or will do, before commencing to take Extractive Minerals from the Extraction Areas, all things required under clause 8.1 to ensure that any extraction is or will be lawful.

9. Proponent to insure

- 9.1. The Proponent must insure and during the Term keep insured against:
- a. a public liability insurance policy covering the Extraction Areas and insuring the Land Trust with limits of at least the amount in item 13 in respect of any single incident; and
 - b. an insurance policy or policies regarding:
 - A. loss of or damage to the buildings and all other improvements on the Extraction Areas for their full reinstatement value; and
 - B. workers compensation to comply with the *Work Health and Safety (National Uniform Legislation) Act 2011 (NT)*, as amended from time to time, regarding the Proponent's employees.
- 9.2. The Proponent must, on the Commencement Date and each anniversary of the Commencement Date during the Term, if so requested by the Land Trust, provide copies of:
- a. insurance policies taken out pursuant to clause 9.1; and
 - b. certificates of currency regarding such insurance.
- 9.3. The Proponent must not do or permit any activity which may invalidate any policy of insurance required to be taken out under this clause 9.
- 9.4. All such insurances must be so issued as to cover the several interest of the Land Trust including naming the Land Trust as an interested party on the Proponent's insurance policy.
- 9.5. The policies of insurance required in this clause 9 must contain an undertaking by the respective insurers, that such policies must not be cancelled or have their coverage materially altered without at least 30 days prior written notice to the Land Council.

10. Indemnity and release

- 10.1. The Proponent must indemnify the Land Trust, Land Council and their respective employees, servants, officers and agents from and against all proceedings, actions, claims, liabilities, costs, losses and

expenses for which the Land Trust, Land Council or any Land Trust or Land Council employee, servant, officer or agent becomes liable or incurs and which arise from or in connection with:

- a. the use or misuse by the Proponent or its employees, servants, officers and agents of the Extraction Areas;
- b. any breach of this Agreement by the Proponent;
- c. loss, damage or injury to property or to a person within or outside the Extraction Areas to the extent caused or contributed to by the act or omission of the Proponent or its employees, servants, officers and agents in connection with the Proponent's use of the Extraction Areas; and
- d. any default by the Proponent in the circumstances described in clause 15.3,

except to the extent caused or contributed to by the negligence or wrongful acts or omissions of the Land Council, Land Trust or any employee, servant, officer or agent of the Land Council or Land Trust.

10.2. The Proponent releases the Land Trust, Land Council and their respective employees, servants, officers and agents from all proceedings, actions, claims, liabilities, costs, losses and expenses which the Proponent may have or claim to have against the Land Trust, Land Council and their respective employees, servants, officers and agents.

10.3. The Proponent acknowledges that all chattels, fixtures, fittings and other property owned by the Proponent and situated on the Extraction Areas are at the sole risk of the Proponent, and that the Land Council, Land Trust and traditional Aboriginal owners shall in no way be liable for any loss, damage, injury or claim suffered or incurred by the Proponent in respect of such property.

10.4. The Proponent must pay to the Land Council (on behalf of the Land Trust) compensation for any loss or damage to the Extraction Areas resulting from or in relation to any failure by the Proponent to comply with any term or condition of this Agreement.

11. Use of Extraction Areas

11.1. The Proponent must not use the Extraction Areas for any purpose other than the Permitted Use or for any purpose not reasonably incidental to the Permitted Use without the written consent of the Land Council.

12. Assignment of interest

12.1. The Proponent may only transfer its interest in this Agreement to another person with the written consent of the Land Council.

12.2. If there is a purported assignment of this Agreement in breach of this clause, then the Land Trust may terminate this Agreement immediately.

12.3. This Agreement is not intended to confer exclusive possession or use of the Extraction Areas and nothing in this Agreement prevents the Land Council and the Land Trust from entering further agreements permitting Extractive Operations over and adjacent to the Extraction Areas.

13. Permission for certain persons to enter onto the Extraction Areas

13.1. Subject to clause 13.2 the Land Trust and Land Council agree to grant to:

- a. the Proponent; and
- b. those persons in Item 15;

rights of access to:

- c. the Extraction Areas,

solely for purposes consistent with the Purpose.

13.2. The persons referred to in 13.1.a and 13.1.b above must submit a Permit application to the Land Council, if not already obtained from the Land Council, at least 21 days before the date upon which they propose to access the Extraction Areas in connection with the Purpose.

13.3. The Land Council will inform the Proponent at least 5 days prior to the date upon which the persons referred to in clauses 13.1.a and 13.1.b above propose to access to the Extraction Areas whether or not the Permit has been granted.

13.4. The Proponent acknowledges that Permits granted in accordance with clause 13.1 may be revoked by the Land Council if the Permit holder breaches the conditions of his or her Permit or if the Land Council believes such revocation is reasonably necessary.

13.5. The Proponent shall:

- a. ensure that all persons referred to in 13.1.a and 13.1.b above know of and understand the terms of this clause 13; and
- b. keep a current list of all such persons and provide the list to the Land Council on written request.

13.6. For the avoidance of doubt, this Agreement does not permit any person to take up residence on the Extraction Areas.

14. Dispute Resolution

- 14.1. The parties agree that a dispute arising under this Agreement will be dealt with as follows:
- a. the party claiming there is a dispute will give the other party a notice setting out the nature of the dispute;
 - b. within 7 Business Days after receipt of that notice each party will nominate a representative not having any prior involvement in the dispute;
 - c. the representatives will try to settle the dispute by direct negotiation between them;
 - d. failing settlement within a further 14 Business Days, the parties may agree to refer the dispute to an independent third person with power:
 - A. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - B. to mediate and recommend some form of non-binding resolution;
 - e. the parties will cooperate fully with any process instigated under clause 14.1.d to achieve a speedy resolution; and
 - f. if a resolution is not reached within a further 28 Business Days, either party may commence legal proceedings or exercise any other rights it may have under or in respect of this Agreement.
- 14.2. Subject to clause 17.3.c, each party will bear its own costs of complying with this clause 14, and the parties must bear equally the cost of any third person engaged under clause 14.1.d.
- 14.3. This clause 14 does not apply to legal proceedings by either party seeking urgent interlocutory relief nor for recovery of Extractive Mineral Fees payable under this Agreement.

15. Termination

- 15.1. The Land Council may terminate this Agreement at any time and for any reason, but where it relies on this right in this clause 15.1 it must give notice of termination of not less than 2 months to the Proponent.
- 15.2. The Land Council may terminate this Agreement without notice if the Proponent commits an act of wilful default or gross negligence.
- 15.3. The Proponent defaults under this Agreement if:
- a. any money payable under this Agreement remains unpaid after it becomes due and the Proponent fails to pay that money within

30 days regardless of whether payment has been formally demanded or not; or

- b. the Proponent:
 - A. is properly required by the Land Council to carry out any action under clause 22.4.c (Environmental Protection) or clause 24.2 (Sacred Sites) of this Agreement and the Proponent fails to carry out those actions within 30 days after receipt of that notice; or
 - B. fails to otherwise perform or observe a provision of this Agreement and that failure is not capable of remedy, or is capable of remedy but continues for not less than 30 days after the Land Trust gives notice to the Proponent to remedy that failure; or
 - C. abandons the Extraction Areas, or ceases using the Extraction Areas for the Purpose for a period exceeding 30 days;
 - D. the Proponent transfers or assigns or purports to transfer or assign any or all of its rights under this Agreement, other than in accordance with clause 12; or
 - E. is a corporation and an administrator, receiver, manager or controller is appointed or a resolution is passed or proceedings are commenced for the winding up of the Proponent.

15.4. If the Proponent defaults, the Land Trust may do one or more of the following without affecting any pre-existing rights of a party and immediately as of the time of default:

- a. re-enter and take possession of the Extraction Areas;
- b. by notice to the Proponent, terminate this Agreement; and
- c. exercise any of its other legal rights.

15.5. The termination of this Agreement by a party does not relieve the other parties from performing all obligations which fell due to be performed before the effective termination of this Agreement or fall due to be performed because of that termination.

15.6. The termination of this Agreement will not affect any rights which accrue to any party before the termination, or which arise in connection with the termination, which are preserved.

16. Further Term

- 16.1. If:
 - a. a Further Term is set out in Item 14; and

- b. the Proponent wishes to take Extractive Minerals from the Extraction Areas for the Further Term commencing upon the expiration of the period set out in Item 6; and
- c. the Proponent gives notice to the Land Trust of that wish before the expiration of the period set out in Item 6; and
- d. the Proponent is not then in default of this Agreement as defined in clause 15.3,

then the Term of this Agreement will be extended for the Further Term, commencing upon the expiration of the period set out in Item 6 and this Agreement will be amended so this clause 16 will be omitted.

17. Costs of Agreement

- 17.1. The parties must each bear their own costs of and incidental to the negotiation, settlement, preparation and execution of this Agreement.
- 17.2. The Proponent will pay any stamp duty or registration costs payable in respect of or in connection with this Agreement.
- 17.3. The Proponent shall pay the reasonable costs of the Land Trust and the Land Council in relation to:
 - a. consultations and negotiations conducted in relation to this Agreement;
 - b. reasonable costs of surveying and planning in relation to this Agreement; and
 - c. costs incurred by the Land Trust or Land Council, including legal costs, arising from or in connection with the Proponent's breach of a term of this Agreement.

18. Notices

- 18.1. Any notice, demand, consent or other communication required to be given or served under this Agreement is duly given to or served on:
 - a. the Land Trust or the Land Council, if in writing signed by or on behalf of the Proponent's Representative and delivered by hand or sent by prepaid post or email addressed to the Land Trust's Representative or the Land Councils' Representative in accordance with Items 10 and 12 respectively or to such other address or email address as notified to the Proponent from time to time and
 - b. the Proponent, if in writing signed by the Land Trust's Representative, the Land Councils Representative or the Principal Legal Officer of the Land Council, and delivered by hand or sent by prepaid post or email addressed to the Proponent's Representative in accordance with Item 11 or to

such other address or email address as notified in writing to the Land Trust from time to time.

19. Goods and Services Tax

- 19.1. For this clause:
- a. **GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - b. **adjustment event, adjustment note, GST, input tax credit and taxable supply** have the meanings given to those terms in the GST Act.
- 19.2. Unless otherwise stated, all amounts payable by one party to the other party under this Agreement are exclusive of GST.
- 19.3. A recipient of a taxable supply made under this Agreement must pay to the supplier an amount equivalent to any GST paid or payable by the supplier in respect of the taxable supply, subject to the supplier issuing a valid tax invoice in accordance with the GST Act to the recipient.
- 19.4. A party's obligation to reimburse the other party for an amount paid or payable to a third party includes GST on the amount paid or payable to the third party, except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.
- 19.5. Each party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event relating to a taxable supply by it under this Agreement.

20. Interest

- 20.1. If any amount required to be paid by one party to another party pursuant to this Agreement is not paid by the date such payment is due, interest may, at the option of the party entitled to receive the payment, accrue on such outstanding amount at the Default Rate and such interest will:
- a. be a debt due by the Proponent to the Land Trust or the Land Council;
 - b. accrue from the due date for payment until the date that payment is made in full; and
 - c. accrue daily and be capitalised at the end of each calendar month.

21. Removal of Extractive Minerals other than in accordance with the Agreement

21.1. The Proponent acknowledges and agrees that it will not excavate or remove from the Extraction Areas or any other land vested in the Land Trust any extractive minerals (including without limitation any earth, stone, clay, sand or gravel), other than in accordance with this Agreement, without entering into a separate agreement with the Land Trust and the Land Council permitting it to do so.

22. Environmental Protection

22.1. The Proponent shall not and must ensure that its employees, servants and agents do not, dispose of or permit to be disposed of any Waste on the Extraction Areas or on any other area in such a way as it may leak, wash or be blown or otherwise enter into any watercourse or the sea.

22.2. The Proponent shall at all times endeavour to overcome and minimise any deleterious effects upon the environment arising from its use of the Extraction Areas and shall reasonably rehabilitate all areas affected directly or indirectly by the use of the Extraction Areas.

22.3. The Proponent shall store and keep all Waste in proper containers and shall dispose of all refuse regularly and hygienically.

22.4. The Land Trust reserves the right to

- a. impose such other conditions as are reasonable for environmental protection, including but not limited to preventing the spread of exotic or noxious flora and fauna;
- b. enter onto the Extraction Areas and inspect the use of the Extraction Areas by the Proponent, including to determine whether there have been any deleterious effects upon the environment; and
- c. direct the Proponent to take such reasonable action to remediate the area to overcome or minimise any deleterious effects upon the environment arising from the Proponent's use of the Extraction Areas.

22.5. The Proponent shall provide an environmental risk assessment and environmental management plan including provision for rehabilitation of the Extraction Areas to the Land Council for approval before the commencement of Extractive Operations.

22.6. The Land Council and the Proponent will negotiate in good faith to reach agreement of the environmental management plan, and if a resolution is not reached within 10 Business Days of the Proponent providing the environmental management plan, the dispute will be resolved in accordance with clause 14.

- 22.7. Other than as provided in the relevant environmental management plan, no further clearing of vegetation is to occur at the Extraction Areas without the written consent of the Land Council.
- 22.8. The Proponent will
- a. locate all Extractive Operations at least fifty metres (50m) away from any watercourse;
 - b. preserve and maintain a buffer zone at least fifty metres (50m) wide of native vegetation to screen Extractive Operations from adjacent land, existing roads and watercourses;
 - c. manage all environmental risks to "low";
 - d. progressively rehabilitate all pits to minimise disturbed areas and encourage regrowth over time;
 - e. pits shall be managed to ensure that sediments are contained within the area of the pit;
 - f. maintain all roads giving access to the Extraction Areas to prevent erosion and environmental damage; and
 - g. manage all stockpiles of Extractive Minerals and other materials to minimise erosion and sediment movement.
- 22.9. At such time as the Proponent or the Land Council terminates this Agreement, the Proponent determines to cease Extractive Operations, or this Agreement otherwise ends, the Proponent is to remediate the Extraction Areas to the standard determined in the environmental management plan, to the reasonable satisfaction of the Land Council.

23. Nuisance

- 23.1. The Proponent shall not, and must ensure that its employees, servants and agents do not, carry on, nor permit to be carried on, upon the Extraction Areas or any part of the Extraction Areas, any noisome, dangerous or offensive trade, business, process or activity which may become a nuisance to the Land Trust or persons living in the vicinity of the Extraction Areas.

24. Sacred Sites and Sacred Objects

- 24.1. The Proponent must, prior to commencing the demolition or construction of any building, infrastructure or other structures on the Extraction Areas, or prior to commencing any act which involves taking Extractive Minerals from the Extraction Areas, including but not limited to digging, clearing, or fencing of Extraction Areas, request from and receive an authority certificate from the Aboriginal Areas Protection Authority in relation to any Sacred Sites or Sacred Objects

on or near the Extraction Areas affected and must comply with the conditions set out in that authority certificate.

24.2. The Proponent must at all times and shall procure that its employees, servants, agents and invitees shall at all times respect and observe all due solemnity and deference in respect of Sacred Sites and Sacred Objects and the Proponent shall take all reasonable action requested by the Land Council to ensure the protection of Sacred Sites and Sacred Objects which might be in any way affected by the Proponent's operations under this Agreement.

24.3. Where the Proponent or its employees, servants, agents or invitees enter, damage or interfere with a Sacred Site or Sacred Object the location of which has been advised to the Proponent or of which the Proponent has knowledge or could reasonably be expected to have knowledge or is registered as a Sacred Site pursuant to the *Northern Territory Aboriginal Sacred Sites Act 1989* (NT), then the Proponent must:

- a. pay to the Land Council compensation for any anxiety, anguish, distress, injury, affront or trauma whether spiritual, physical or emotional caused to any traditional Aboriginal owner; and
- b. reimburse the Land Council for the reasonable costs incurred by the Land Council in restoring or repairing the Sacred Site or Sacred Object to such condition as it sees fit.

24.4. The amount of compensation payable under clause 24.3 is not dependent on the Land Trust or the Land Council or any traditional Aboriginal owner suffering economic loss, but is:

- a. an amount agreed in writing between the Land Council and the Proponent if such an agreement is reached within 2 months of the interference; or
- b. the higher of:
 - A. \$10,000; and
 - B. an amount assessed by the Chief Executive Officer of the Aboriginal Areas Protection Authority as an appropriate amount of compensation to be paid.

25. Native Title

25.1. The parties acknowledge that this Agreement is not intended to extinguish any customary or native title as may exist in relation to the Extraction Areas immediately before the Commencement Date.

26. Employment

26.1. The Proponent must maximise employment, training and business opportunities for local Aboriginal people.

- 26.2. The Proponent must, to the extent permitted by law, when awarding contracts or engaging suppliers or employees, give preference to contractors, suppliers or employees who are members of the local Aboriginal community.
- 26.3. The Proponent must inform the local Aboriginal community generally of any employment opportunities by advertising locally and by providing written advice of those employment opportunities to the Land Council.
- 26.4. The Proponent must take all reasonably practicable steps to ensure that the working hours and conditions of Aboriginal employees accommodate their cultural needs.
- 26.5. Unless otherwise agreed, the Proponent must ensure its Aboriginal employees' general working conditions, including rates of pay, hours of work and roster periods:
- a. in all respects are at least as good as those of other employees of the Proponent engaged at a similar level or to do similar work; and
 - b. meet the industrial award applicable to the work being performed, or if there is none, of the award associated with the minimum wage.

27. Liquor and Drugs

- 27.1. The Proponent must not and must procure that its employees, agents, contractors, consultants or invitees do not take onto the Extraction Areas or any other land vested in the Land Trust or sell for consumption on the Extraction Areas or any other land vested in the Land Trust any:
- a. kava;
 - b. liquor, that is, a beverage that contains more than 1.15% by volume of ethyl alcohol;
 - c. drug, the possession, consumption, sale or supply of which is prohibited or restricted under any statute; or
 - d. unleaded fuel; or
 - e. any other substance which, in the opinion of the Land Trust as communicated in writing to the Proponent, is likely to be abused.

28. Planning and Survey

- 28.1. If this Agreement constitutes a sub-division for the *Planning Act 1999* (NT), the Proponent accepts the obligation to pursue at its own cost all necessary planning applications.

28.2. The Land Trust authorises the Proponent to make a sub-division application pursuant to the *Planning Act 1999* (NT).

29. Land Council Role

29.1. For this Agreement, the Land Trust appoints the Land Council as its agent, to take any action on its behalf and in its name.

29.2. Nothing in this Agreement prevents the Land Council from performing its functions under the Act, or removes the Land Council's exclusive responsibility under the Act:

- a. to identify Traditional Aboriginal Owners including relevant or most appropriate Traditional Aboriginal Owners;
- b. to identify the nature and scope of any Aboriginal tradition; and
- c. to decide the extent and conditions of disclosure of such information;

and the Land Council's advice on such matters shall be final and binding on all parties.

30. Confidentiality

30.1. Except as permitted by clause 30.2, the parties must keep confidential:

- a. the terms of this Agreement;
- b. the details of all negotiations between the parties in relation to the subject matter of this Agreement; and
- c. all other information provided by one party to another and which is of a confidential, commercial or sensitive nature or has been designated as confidential by the party providing the information.

30.2. Nothing in this Agreement prevents a party from disclosing matters referred to in clause 30.1:

- a. if disclosure is required to be made by law, a regulatory authority or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential has before disclosure is made notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- b. to any professional adviser, auditor or employee of a party to whom it considers it is reasonably necessary to disclose the information, provided that such adviser, auditor or employee undertakes to keep the information confidential;

- c. where such disclosure is reasonably required in the ordinary course of business, provided that the person to whom the information is disclosed undertakes to keep the information confidential;
 - d. to the extent necessary, to obtain the consent of any third party to any term of, or to any act pursuant to, this Agreement provided that the third party undertakes to keep the information confidential;
 - e. to enforce its rights or to defend any claim or action under this Agreement;
 - f. to a related body corporate, on receipt of its undertaking to keep the information confidential;
 - g. with the prior written approval of each party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential;
 - h. where the matter has come into the public domain otherwise than as a result of a breach by any party of this Agreement; or
 - i. if the disclosing party is the Land Council, to the extent that Land Council forms the view that it is necessary or appropriate having regard to its status and functions and accountability to the relevant Commonwealth Minister or Commonwealth Parliament.
- 30.3. Except as required by applicable law or the requirements of any regulatory body (including any relevant stock exchange), all press releases and other public announcements in relation to this Agreement must be in terms agreed by the parties.

31. General

- 31.1. This Agreement will be governed by the law of the Northern Territory of Australia.
- 31.2. This Agreement may be executed in several counterparts. All counterparts taken together constitute this Agreement.
- 31.3. This Agreement may be varied only by a further written document signed by all parties.
- 31.4. A breach or any right arising from a breach of this Agreement is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.
- 31.5. Waiver of a breach or of any right of election arising from a breach of this Agreement must be in writing and signed by the party granting the waiver.

- 31.6. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of the provision in any other jurisdiction.
- 31.7. The rights, powers and remedies provided to a party under this Agreement are in addition to and do not exclude or limit any right, power or remedy provided by the law or equity or any agreement.
- 31.8. The obligations set out in clauses 3, 5, 6, 10, 14, 15, 17, 18, 19, 20, 24, 25, 29 and 30 will survive the expiration or termination of this Agreement.
- 31.9. This Agreement constitutes the entire agreement between parties in relation to the subject matter of the Agreement, and replaces any discussions, negotiations, notes, or understandings between parties prior to the execution of the Agreement.
- 31.10. Each party acknowledges that, except as stated in this Agreement, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject of this Agreement.
- 31.11. This Agreement, and any provision of this Agreement, is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

SCHEDULE 1. PARTICULARS

1. Extractive Minerals	Gravel
2. Extraction Areas	means the area highlighted in yellow in the Extraction Areas in Schedule 3.
3. Rights granted to Proponent	The right to use any other land vested in the Land Trust for access to the Extraction Areas and use and enjoyment of the Extraction Areas and any building upon it (including provision of any services) according to the terms of this Agreement.
4. Rights reserved to Land Trust	<p>The right to pass or run water, air, electricity, sewerage, drainage, gas and other substances through pipes, wires, tubes, conduits, ducts and cables running through the Extraction Areas.</p> <p>All right, title and interest in any extractive minerals (including without limitation any earth, stone, clay, sand or gravel) found in or on the Extraction Areas, except to the extent the Land Trust licences the Proponent to take Extractive Minerals under this Agreement.</p>
5. Commencement Date	The date upon which this agreement is signed by all parties.
6. Term of Agreement	10 years.
7. Rate	Gravel: \$10.00 per cubic metre + GST + CPI.
8. Rate Increases	<p>An increase in an amount calculated as follows:</p> $X = \frac{(A \times B)}{C}$ <p>Where:</p> <p>X - is the increased amount;</p> <p>A – is the current amount;</p> <p>B – is the Consumer Price Index Number published for the quarter immediately prior to the latest anniversary of the Commencement Date; and</p> <p>C – is the Consumer Price Index Number published for the quarter immediately prior to</p>

	<p>the preceding anniversary of the Commencement Date,</p> <p>Provided that if X is calculated to be less than A, then there will be no change to the current amount.</p>
9. Other costs payable by the Proponent	N/A
10. Land Trust's Representative and address for service of notices.	<p>c/- Chief Executive Officer Northern Land Council 45 Mitchell Street DARWIN NT 0800</p> <p><i>By email to:</i> s19LegalNotices@nlc.org.au</p>
11. Proponent's Representative and address for service of notices	<p>Chief Executive Officer Roper Gulf Regional Council 2 Crawford Street KATHERINE NT 0850</p> <p><i>By email to:</i></p>
12. Land Council's Representative and address for service of notices	<p>Chief Executive Officer Northern Land Council 45 Mitchell Street DARWIN NT 0800</p> <p><i>By email to:</i> s19LegalNotices@nlc.org.au</p>
13. Public liability insurance amount	\$20,000,000.00
14. Further Term	Nil
15. Permits	Those employees and contractors of the Proponent who are authorised by the Proponent to carry out the Permitted Use according to this Agreement.
16. Purpose	Taking Extractive Minerals from the Extraction Areas in accordance with this Agreement.
17. Permitted Use	a. any operations connected with extracting Extractive Minerals, and including but not limited to, pegging out, extracting, crushing, washing, grading, loading, stockpiling and transporting that material.

SCHEDULE 2. LAND COUNCIL'S DIRECTION

The Northern Land Council directs the Arnhem Land Aboriginal Land Trust to execute this Agreement by Resolution EX255/1592.

The common seal of the Northern Land Council was affixed by authority of the Chief Executive Officer in the presence of:



[Handwritten Signature]
Witness signature

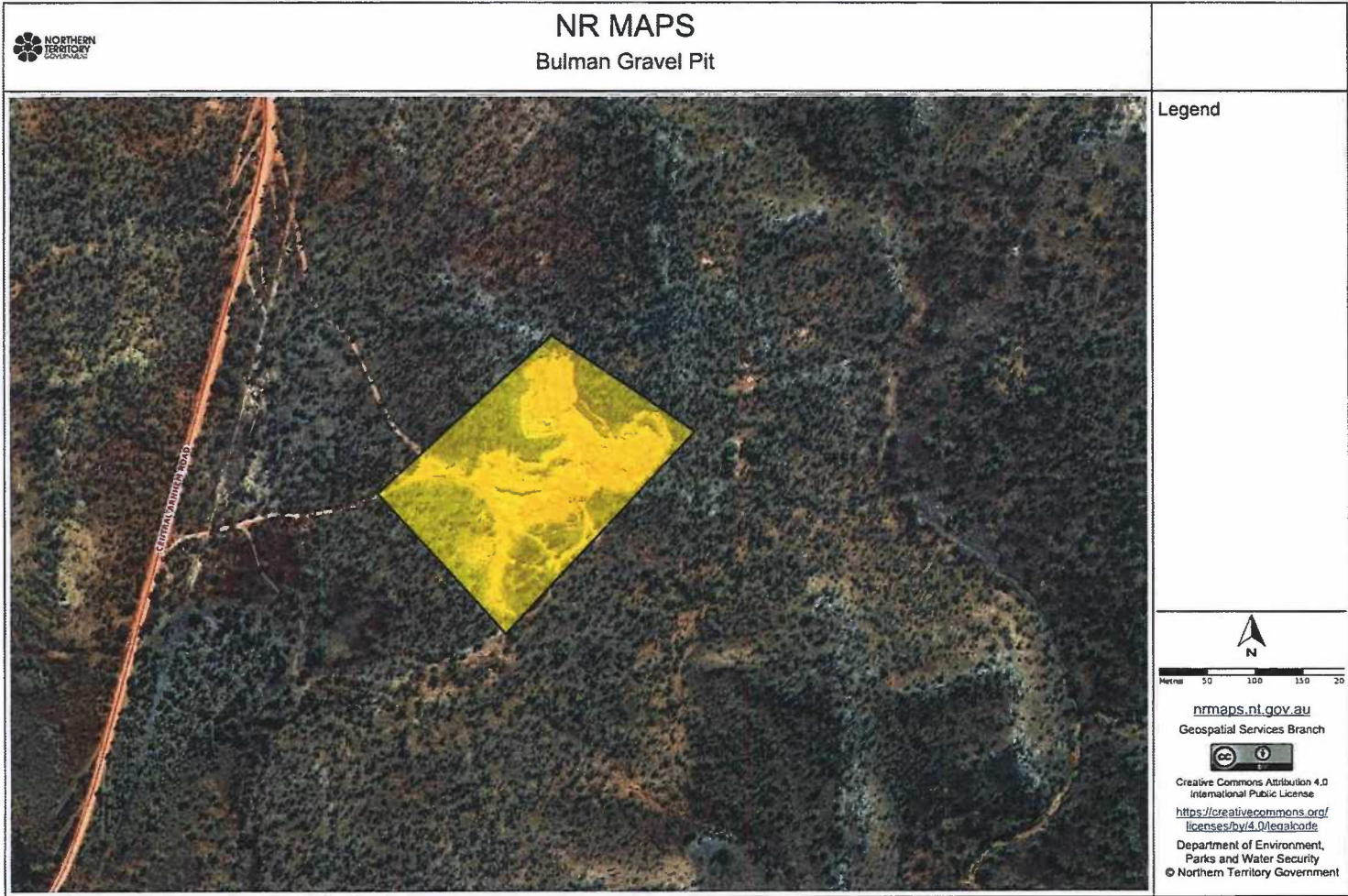
[Handwritten Signature]
Joe Martin-Jard
Chief Executive Officer

Kim Jeffrey
Witness print name

LEGAL SECRETARY
Position

6/11/2023
Date

SCHEDULE 3. EXTRACTION AREAS






Created by anonymous, 06 Oct 2021

Authority from, and direction of, the Arnhem Land Aboriginal Land Trust

Pursuant to the direction of the Northern Land Council made under resolution EX255/1592 of the Executive Council, directing the Arnhem Land Aboriginal Land Trust to enter into a S19 ALRA Lease with Roper Gulf Regional Council in respect of lands identified as Gravel Pit 56 at Central Arnhem Road for the purpose of Gravel Extraction, a staff member of the Northern Land Council is authorised to apply the common seal of the Land Trust to that agreement.

Signed by members of the Arnhem Land Aboriginal Land Trust:

Signature 	Signature 	Signature 
Print name DJANA YUNUPINGU	Print name BALUPALU YUNUPINGU	Print name DAMIEN DJERRKURA
Date 8/11/23	Date 8/11/23	Date 8/11/23

EXECUTED as an AGREEMENT.

The common seal of the **Arnhem Land Aboriginal Land Trust** was affixed by a member of staff of the Northern Land Council with the written authority of three members of the Arnhem Land Aboriginal Land Trust in the presence of:



[Handwritten Signature]
Witness

Member signature

Kim JEFFREY
Print name

Member name

LEGAL SECRETARY
Position

Member signature

8/11/2023
Date

Member name

Member signature

Member name

Executed by Roper Gulf Regional Council in accordance with section 26(1) of the *Local Government Act 2008* (NT):



Position

MARC GARDNER - CEO

Print name

13/12/23

Date



Director

David Hurst CMCSCE

Print name

13/12/23

Date

The common seal of the Northern Land Council was affixed by authority of the Chief Executive Officer in the presence of:



[Handwritten signature]

Witness signature

[Handwritten signature]

Joe Martin-Jard
Chief Executive Officer

Kim Jeffrey

Witness print name

LEUAL SECRETARY

Position

6/11/2023

Date