

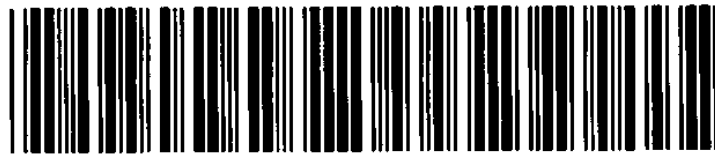
Form 51

Section 91

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA



Dealing Number: **731711** Lodged 30/07/2010 at 10:41:15
 Dealing Type: **EG** By **WKRA**
 Volume **749** Folio **28** Fee \$ **155.00** Receipt

Stamp: 30/07/10
 Commissioner of Taxes use only
 ITEM 2 SCHED 2

**CREATION OF
EASEMENT IN GROSS**

The owner of the land grants to the person(s) specified below the easement for the value described below subject to the conditions set out on the back page. (NOTES 1 - 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	749	026	Town of Darwin	Lot 7651	2009/ 255A-B	-

Easement
 Plan
 A right of way easement more particularly described in the attached conditions of easement over the area shown hatched in the attached plan (NOTE 5)

Person(s) to whom granted
 NORTHERN TERRITORY OF AUSTRALIA
 Address: Care of Department of Lands and Planning 2nd Floor Cavenagh House 38 Cavenagh Street Darwin NT 0800 (NOTE 6)

Value (GST inclusive) \$1.00 **GST Amount** \$0.10 (NOTE 7)

Executed by SKYCITY DARWIN PTY LTD ABN 54 009 624 417 in accordance with section 127 of the Corporations Act 2001
 on (Date) 30 July 2010
 in the presence of:

 Director
NIGEL BARCLAY MORRISON
 Print Full Name of Director

 Director/Secretary
PETER ANTHONY TREACY
 Print Full Name of Director/Secretary

SIGNED for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the Contracts Act by:

 Delegate
DAVID JOHN RITCHIE
 Print Full Name of Delegate
 on (Date) 8 JUL 2010
 In the presence of:
Kara Maclean
 Qualified Witness:
Kara Maclean
 Commissioner for Oaths
 Level 5, 18-20 Cavenagh Street Darwin
 Ph: 08 8924 7284 (NOTE 8)



Registered on 30/07/2010 At 13:09

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CONSENT OF REGISTERED MORTGAGEES (NOTE 9)

Instrument type: Instrument type:
Instrument No: Instrument No:
Name of Parties: Name of Parties:
I the registered proprietor of the interest shown above consent to the registration of this instrument.
Signed: Signed:
(Date): (Date):
In the presence of: In the presence of:
Name of Witness: Name of Witness:
Address or Telephone No.: Address or Telephone No.:

CONDITIONS (NOTE 5)

See attached conditions of easement.

SCHEDULE OF NOTES

- 1. This form must be used for a Grant of Easement in Gross. For other easements like Access Easements use Form 52.
2. This form may be lodged as an original only and must be typed or completed in biro, and must show the imprint of the Commissioner of Taxes. Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
3. If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
4. Volume and Folio references must be given together with complete parcel description. If a certificate as to title has been issued it must be produced.
5. A summary of the easement (ie. "sewerage easement"), and a survey plan must be annexed. If the intention is to utilise the easements described in the Law of Property Act then the precise descriptive words should be used. For easements not utilising the Law of Property Act descriptions the panel conditions above must be completed.
6. Name only (ie. Northern Territory of Australia, Power and Water Corporation, Darwin City Council or XYZ Corporation Pty. Ltd.).
7. Set out the value of the easement inclusive of GST. For the GST amount, if the easement is subject to the margin scheme and the GST amount is unknown insert "margin scheme" in the box provided.
8. Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the Legal Practitioners Act, a person holding office under the Supreme Court Act, the Justices Act, the Local Court Act or the Registration Act, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the Agents Licensing Act, a Notary Public and any other person approved by the Registrar-General.
A witness to an instrument executed by an individual must first:
• take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
• have the individual execute the document in the presence of the witness;
• not be a party to the instrument; and
• if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above.
After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.
For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the Law of Property Act, Section 48.
For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the Land Title Act and the Registrar-General's Direction.
9. The instrument of Easement in Gross must include the consents of all registered mortgagees of the lot burdened by the easement in gross.

PRIVACY STATEMENT - LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

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NORTHERN TERRITORY OF AUSTRALIA

PROVISIONS OF EASEMENT IN GROSS

**OWNER OF THE LAND BURDENED: SKYCITY DARWIN PTY LTD
ABN 54 009 624 417**

PERSON TO WHOM GRANTED: NORTHERN TERRITORY OF AUSTRALIA

OPERATIVE PART:

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) In this Easement the following definitions shall apply unless the context requires otherwise:

Business Day means a day that is not a Saturday, Sunday or public holiday in Darwin;

Easement means this Easement in Gross consisting of the Panel Form, these Provisions of Easement in Gross and the Plan;

Easement Area means that part of the Land hatched on the Plan and called the Creekside Walkway;

Land means the land described on the Panel Form and where the context permits includes a reference to the whole or any part of the Land;

Owner means the registered proprietor of the Land;

Panel Form means the Form 51 Creation of Easement in Gross to which these Provisions of Easement in Gross are attached;

Plan means the plan attached to this Easement;

Territory means the Northern Territory of Australia and includes its successors and assigns; and

year means a calendar year.

- (b) In this Easement, unless and except to the extent that the contrary intention appears:
- (i) the singular includes the plural and the plural includes the singular;
 - (ii) a reference to one gender includes all other genders;

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- (iii) a reference to a person includes a body corporate;
- (iv) a reference to a party or parties is a reference to the parties to this Easement;
- (v) headings are included for reference only and shall not affect the interpretation of this Easement;
- (vi) "including" and similar words are not words of limitation;
- (vii) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (viii) a reference to any document or instrument includes any variation or replacement of it;
- (ix) a reference to clauses, annexures or schedules is a reference to the clauses, annexures or schedules of this Easement;
- (x) a reference to any authority, association or body whether statutory or otherwise shall (if that authority, association or body ceases to exist or is re-constituted, re-named or replaced or its powers or functions are transferred to any other authority, association or body) be deemed to refer respectively to the authority, association or body established or constituted in its place or as nearly as may be succeeding to its powers or functions;
- (xi) a reference to time is a reference to time in Darwin;
- (xii) if an act must be done on a day which is not a Business Day, that act may be done instead on the next Business Day; and
- (xiii) a provision of this Easement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement.

2. GRANT OF EASEMENT

- (a) The Owner grants this Easement to the Territory to have the use and benefit of the Easement for the purpose of enjoying a right of way in accordance with section 157(1) of the *Law of Property Act*.
- (b) The Easement is granted over the Easement Area in favour of the Territory for the benefit of the Territory and members of the general public.

3. OWNER'S COVENANTS

The Owner must:

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- (a) construct an asphaltic concrete combined walkway and cycleway along the Easement Area so as to provide a continuous path of not less than three (3) metres wide from the boundary with Gilruth Avenue to the north-western boundary where it meets the beachside promenade path, so described on the Plan;
- (b) provide lighting to a standard reasonably required by the Territory;
- (c) maintain the walkway, cycleway and the Easement Area (including the lighting) in good repair and in a clean and tidy condition, clear of obstructions at all times.

4. PATH FURNITURE AND CROSSINGS

- (a) The parties acknowledge that the Owner may:
 - (i) furnish the Easement Area with chattels of a street furnishing nature, such as seating, rubbish receptacles and informative signage; and
 - (ii) maintain and replace such chattels,provided that the asphaltic concrete combined walkway and cycleway remains unimpeded.
- (b) Notwithstanding any other provision of this Easement, the Owner shall be permitted at all times to provide and use crossings for vehicles, equipment and foot traffic across the Easement Area.

5. TEMPORARY CLOSURE

- (a) Notwithstanding any other provision of this Easement, the Owner is permitted to close public access to the Easement Area for the purpose of holding functions, concerts or special events on the Land up to a maximum of twenty (20) times per year provided that the maximum length of closure on any one occasion shall not be more than two (2) days;
- (b) With the prior consent of the Territory (which consent shall not be unreasonably withheld) the Owner may close the Easement Area:
 - (i) for a period longer than two days but each additional two day period or part thereof shall be deemed to be a separate closure and be counted in the total number of closures for that year; and
 - (ii) additional times in a year (provided that in this event the consent of the Territory shall be in the absolute discretion of the Territory).
- (c) The Owner must give notice to the Territory not less than five (5) Business Days prior to each occasion on which it intends to close public access to the Lawn such notice to include a description of the function, concert or event for which the closure is required and the expected duration of the closure.

6. COSTS

- (a) The Owner shall pay all costs and expenses related to:
 - (i) the registration of this Easement including survey costs, registration fees and stamp duty (if any); and
 - (ii) the registration of any modification of this Easement including survey costs, registration fees and stamp duty (if any);
 - (iii) preparation, execution and registration of any extinguishment of this Easement including registration fees; and
 - (iv) if the Owner shall breach this Easement, any legal fees and expenses as between solicitor and client incurred by the Territory as a result of such breach.

7. DISPUTE RESOLUTION

- (a) If a dispute arises between the parties in relation to this Easement, the parties may agree to the identity of an independent expert (**Expert**) to determine the dispute.
- (b) If the parties fail to agree to the identity of the Expert within five (5) Business Days of one party nominating an Expert, then either or both of the parties may refer the matter to the President for the time being of the Law Society of the Northern Territory who will nominate an Expert to determine the dispute.
- (c) The decision of the Expert will be absolute and final and binding on the parties.
- (d) The Expert is deemed to be acting in making any decision as an expert and not an arbitrator.
- (e) The parties will bear the costs of such a determination equally.
- (f) The parties must make available to the Expert all materials requested by the Expert and will furnish the Expert all other materials that are relevant to the dispute or determination.

13. NOTICES

- (a) All notices or other communications ("notices") required or permitted to be given under this Easement must be in writing and served:
 - (i) personally;
 - (ii) by prepaid registered post; or

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- (iii) by facsimile transmission, at the address of the party set out below or at such other address as the party may give in written notice to the other.
- (b) A notice is deemed to be given by the sender and received by the addressee, if:
 - (i) delivered personally, when delivered to the addressee;
 - (ii) sent by mail, on the second business day from and including the date of posting; or
 - (iii) sent by facsimile, on receipt of complete and correct transmission report by the sender and if received by the addressee before 4:00pm on a business day on that day otherwise it is deemed to be received at 9:00am on the next following business day in the place of receipt.

For the purposes of this Easement the address for service of each party is as follows:

For the Owner:

General Manager
SKYCITY Darwin Pty Ltd
Level 1 SKYCITY Casino
Gilruth Avenue
DARWIN NT 0820

Fax: 8981 7753

For the Territory:

Chief Executive Officer
Department of Lands and Planning
5th Floor Energy House
18-20 Cavenagh Street
Darwin NT 0800

Fax: 8924 7044

14. GOODS AND SERVICES TAX

- (a) For the purposes of this Clause unless the context otherwise requires:-

- (i) **Act** means the *A New Tax System (Goods and Services Tax) Act 1999*;
 - (ii) **GST** means any tax imposed on Supply by or through the Act;
 - (iii) **GST Rate** means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time; and
 - (iv) **Input Tax Credit, Supply** and **Taxable Supply** have the meaning they bear in the Act.
- (b) All amounts specified in this Easement which are payable by a party are shown exclusive of any GST.
 - (c) If a party makes a Taxable Supply to the other under this Agreement, the recipient of the Taxable Supply must, in addition to the consideration or amount payable in respect of such Taxable Supply, and at the same time, pay to the supplier an additional amount equal to the GST payable on or for the Taxable Supply.
 - (d) The supplier shall provide the recipient with a tax invoice and/or adjustment notes in relation to the Supply prior to an amount being paid under this Easement and shall do all things reasonably necessary to assist the recipient to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply.

15. LAW

- (a) Nothing in this Easement shall be taken to prevent the Territory from taking such action, including if deemed appropriate by the Territory, court proceedings for injunctive or other relief, noting that damages are not an adequate remedy to enforce its entitlements under this Easement.
- (b) This Easement is governed by, and is to be construed in accordance with, the law of the Northern Territory of Australia and the parties submit to the jurisdiction of the Supreme Court of the Northern Territory at Darwin in respect of all matters arising under this Easement.

16. MISCELLANEOUS

- (a) The parties may vary any of the terms of this Easement but any variation shall be effective only if evidenced in writing and signed by both parties.
- (b) No omission by either party to require the performance by the other of any of the terms and conditions of the Easement nor any forbearance or

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indulgence shown by a party to the other will in any manner affect or prejudice the rights of a party at any time to require strict and full performance by the other party of any or all of the terms and conditions of the Easement.

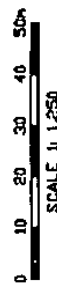
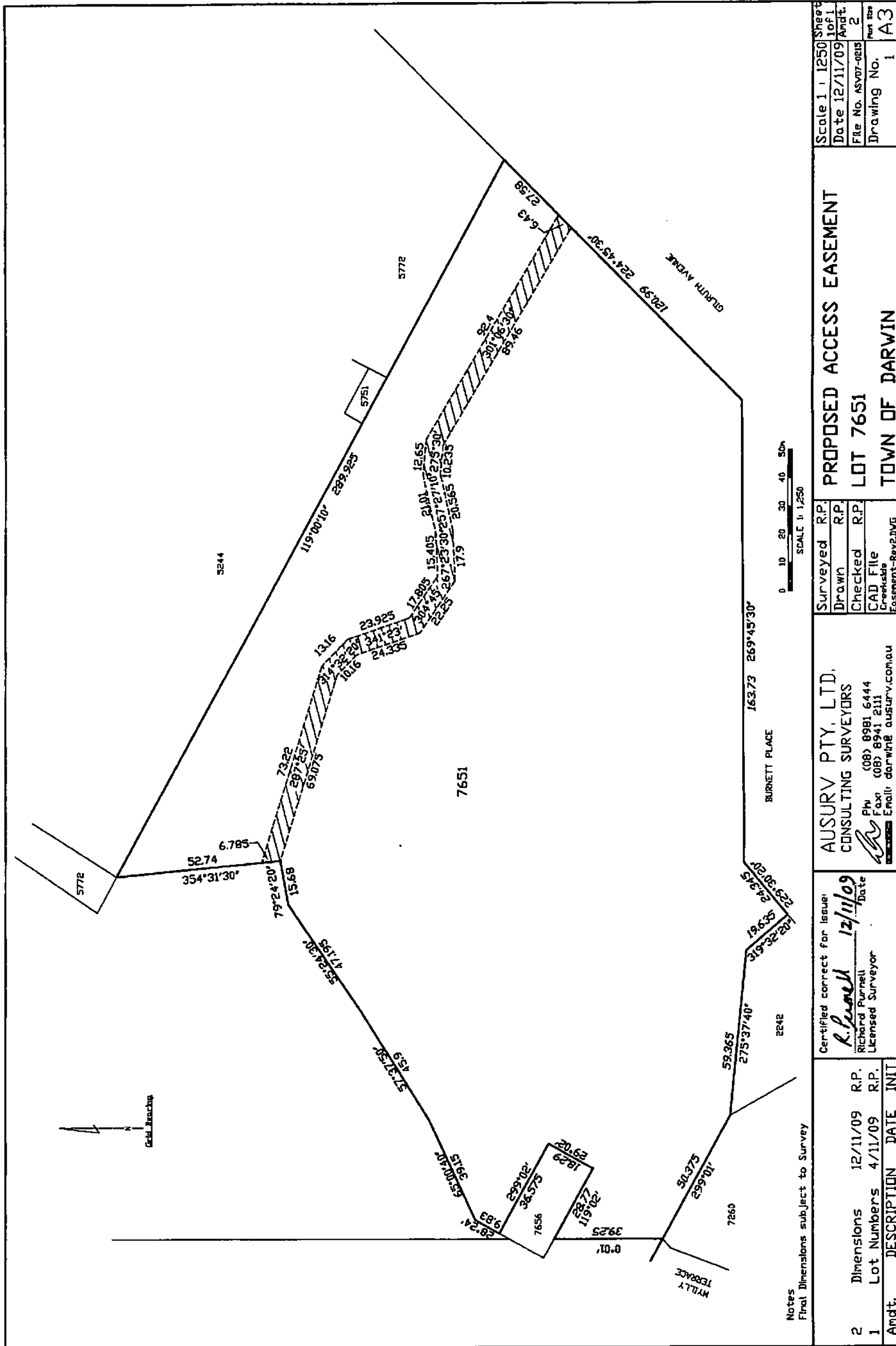
- (c) If a court determines that a provision in this Easement is unenforceable, illegal or void then it shall be severed, if practicable and the other provisions of Easement shall remain operative.
- (d) This Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Easement and supersedes any previous Easement between the parties.
- (e) This Easement may be signed in any number of counterparts and all counterparts when taken together are to constitute one instrument.

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ATTACHMENT

PLAN

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Scale 1:1250	Sheet 1 of 1
Date 12/11/09	Ampt. 2
File No. ASV07-0215	Plot No. 1
Drawing No. 1	Ampt. A3

PROPOSED ACCESS EASEMENT
LOT 7651
TOWN OF DARWIN

Surveyed R.P.	RP.
Drawn R.P.	RP.
Checked R.P.	RP.
CAD File	Drawn
Drawn	Easement-Rev2.DWG

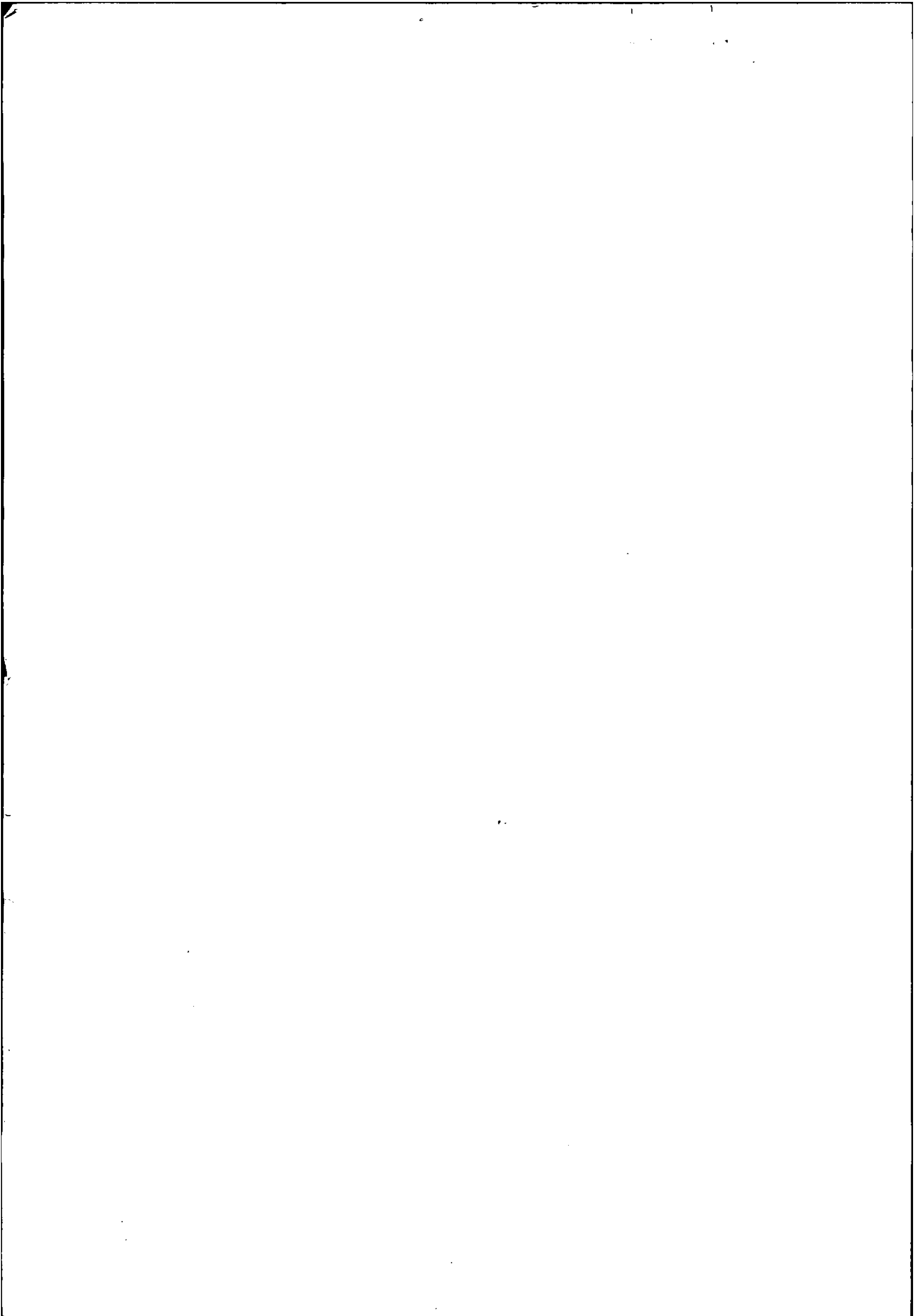
AUSURV PTY, LTD.
CONSULTING SURVEYORS
 Ph (08) 8981 6444
 Fax (08) 8941 2111
 Email darwin@ausurv.com.au

Certified correct for issue:
R. Furnell
 Richard Furnell
 Licensed Surveyor
 Date 12/11/09

Ampt.	DESCRIPTION	DATE	INIT
2	Dimensions	12/11/09	R.P.
1	Lot Numbers	4/11/09	R.P.

Notes
 Final Dimensions subject to Survey

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Northern
Territory
Government

DEPARTMENT OF
LANDS AND PLANNING

www.nt.gov.au

Our ref: DDPI2010/3070 and CLT2272
Agency ABN: 84 085 734 992

Land Services
8th Floor, Cavenagh House
38 Cavenagh Street
Darwin NT 0800
Postal GPO Box 1680
Darwin NT 0801
Tel (08) 8999 7016
Fax (08) 8999 6055

SKYCITY Darwin Pty Ltd
GPO Box 3846
Darwin NT 0801

Dear Sirs

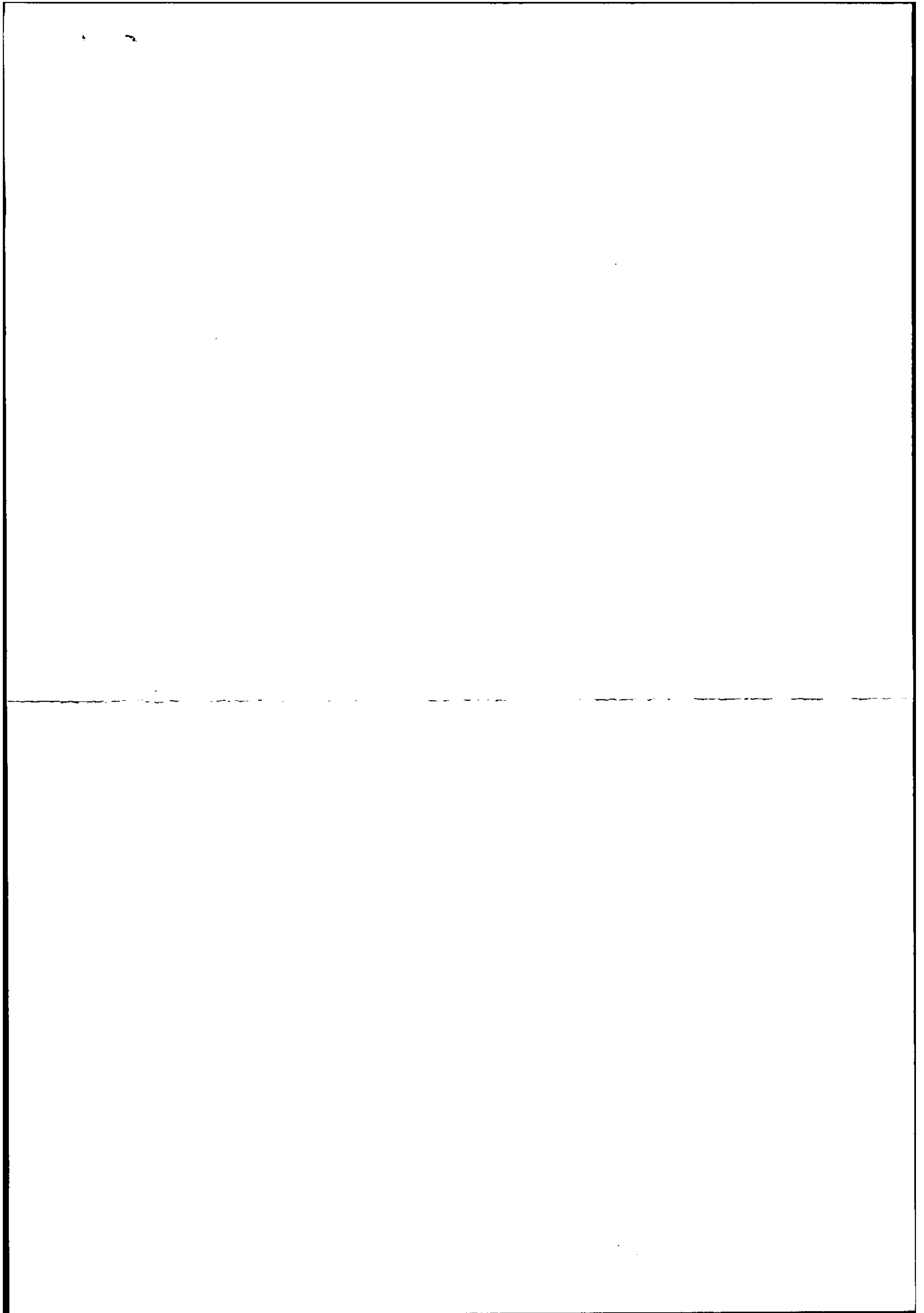
Creation of Easement in Gross – Access Easement

In accordance with the delegation conferred on me by the Minister on 10 October 2005, to exercise the powers under section 47(2) of the *Crown Lands Act*, I consent to the registration of a right of way easement in gross more particularly described in the attached conditions of easement over the area shown hatched in the attached plan, in favour of the Northern Territory of Australia. The easement in gross is granted over Lot 7651, Town of Darwin held under Crown Lease Term No. 2272.

Yours sincerely

LEAH MARREE CROKE
A/Executive Director Land Services
Delegate of the Minister

30 July 2010



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DEALING LODGEMENT FORM

LANDS TITLES OFFICE CENTREPOINT BUILDING
 Nichols Place PO Box 8043
 GPO BOX 3021 ALICE SPRINGS
 DARWIN NT 0801 NT 0871

Name and Address of Lodging Party
WARD KELLER / SETTLEMENT
 GPO Box 330
 DARWIN NT 0801
 (p) 8946 2999 (f) 8981 1253
 (m) 0411 222 045

No.	Description of Instrument or Document (please Submit in this Order)	Registered Number	Fee
2	EG	731711	155

Other documents required for registration
 Titles, crown leases, duplicate instruments and other documents lodged with the above dealings:

- 1.
- 2.

PLEASE INDICATE CLEARLY WHERE DOCUMENTS ARE TO BE RETURNED IN THE SPACE PROVIDED BELOW.
 NOTE: Duplicate titles, registration statements and instruments will be returned to the lodging party unless otherwise instructed below.

Cheque No.	SUB-TOTAL	
Cash.	CERTIFIED MAIL	
Other.	TOTAL	155

THIS SECTION TO BE USED FOR CUSTOMER CODE ON:

WKRA

DO NOT COMPLETE IF PAYING CASH.

$\frac{10}{40}$

Form 58

Section 106

Land Title Act
REGISTRAR-GENERAL'S DIRECTIONS



NORTHERN TERRITORY OF AUSTRALIA



NT STAMP DUTY Commissioner of Taxes use only
1199 1262B2C2 CL EXEMPT UNDER
ITEM 1 SCHED 2

Dealing Number: 731712 Lodged 30/07/2010 at 10:41:17
Dealing Type: CG By WKRA
Volume 749 Folio 26 Fee \$ 155.00 Receipt

CREATION OF
COVENANT IN GROSS

The owner of the land described below covenants with the person(s) having the benefit of the covenant in respect of the covenant described. (NOTES 1 - 3)

Register	Volume	Folio	Location	Lot Description	Plan	Unit
CT	749	026	Town of Darwin	Lot 7651	2009/ 255A-B	-

(NOTE 4)

OWNER OF THE LAND BURDENED SKYCITY DARWIN PTY LTD ABN 54 009 624 417

(NOTE 5)

PERSON(S) RECEIVING THE BENEFIT NORTHERN TERRITORY OF AUSTRALIA
Address: Care of Department of Lands and Planning 2nd Floor Cavenagh House 38 Cavenagh Street Darwin NT 0800

(NOTE 6)

DESCRIPTION OF COVENANT To comply with the covenants attached to this Form 58

(NOTE 7)

Executed by SKYCITY DARWIN PTY LTD ABN 54 009 624 417 in accordance with section 127 of the Corporations Act 2001
on (Date) 30 July 2010
in the presence of:
Director
NIGEL BARCLAY MORRISON
Print Full Name of Director
Director/Secretary
PETER ANTHONY TREACY
Print Full Name of Director/Secretary

SIGNED for and on behalf of the NORTHERN TERRITORY OF AUSTRALIA pursuant to a delegation under the Contracts Act by:
Delegate
DAVID JOHN RITCHIE
Print Full Name of Delegate
on (Date) 6 July 2010
In the presence of:
Kara Maclean
Qualified Witness:
Kara Maclean
Commissioner for Oaths
Level 5, 18-20 Cavenagh Street Darwin
Ph: 08 8924 7284

(NOTE 8)



Registered on 30/07/2010 At 13:09

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CONSENT OF REGISTERED MORTGAGEES (NOTE 9)

Instrument type:

Instrument type:

Instrument No:

Instrument No:

Name of Parties:

Name of Parties:

I the registered proprietor of the interest shown above consent to the registration of this instrument.

I the registered proprietor of the interest shown above consent to the registration of this instrument.

Signed:

Signed:

(Date):

(Date):

In the presence of:

In the presence of:

Name of Witness:

Name of Witness:

Address or Telephone No.:

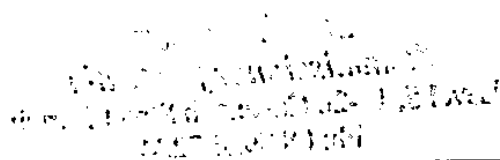
Address or Telephone No.:

COVENANTS

- To comply with the provisions contained in Memorandum of Common Provisions recorded in the Register as LTO No:
Additional Covenants: Attached to this Form

SCHEDULE OF NOTES

- This instrument can be lodged as an original only or in duplicate. It must be typed or completed in ink or biro. Pursuant to Section 168 of the Law of Property Act a covenant in gross may be created without dominant land for a limited class or person(s). Alterations to information entered on the form should be crossed out (nor erased or obliterated by painting over) and initialled by the parties.
This instrument must include a description or sketch plan sufficient to identify the lot or part of the lot to be burdened by the covenant in gross.
If there is insufficient space in any panel use the space above or an annexure sheet (Form 95).
Volume and Folio references must be given together with complete parcel description. If the certificate as to title has been issued it must be produced.
Insert full name of the owner of the land burdened by the covenant in gross. Include an address only if the address differs to that shown on the Certificate as to Title.
Insert full name of person(s) receiving the benefit of the covenant in gross. A covenant in gross may only be granted to those persons referred to in Section 168 of the Law of Property Act. Insert address for the service of notices.
Insert a description of the covenant.
Persons who may witness this document are a Commissioner for Oaths, a member of the Legislative Assembly, a legal practitioner within the meaning of the Legal Practitioners Act, a person holding office under the Supreme Court Act, the Justices Act, the Local Court Act or the Registration Act, a member of the Police Force, a person licensed as a conveyancing agent or real estate agent under the Agents Licensing Act, a Notary Public and any other person approved by the Registrar-General.
A witness to an instrument executed by an individual must first:
take reasonable steps to ensure that the individual is the person entitled to sign the instrument;
have the individual execute the document in the presence of the witness;
not be a party to the instrument; and
if witnessing more than one signature, clearly state that he/she has witnessed more than one signature. (ie I have witnessed the two signatures appearing above).
After signing, witnesses must legibly write, type or stamp their names and contact address or telephone number below their signature.
For a corporation, an instrument must be executed in a way permitted by law or sealed with the corporation's seal in accordance with the Law of Property Act, Section 48.
For witnessing of instruments executed outside the Northern Territory refer to Schedule 1 of the Land Title Act and the Registrar-General's Direction.
The instrument of covenant must include the consents of all registered mortgagees of the lot burdened by the covenant.



PRIVACY STATEMENT - LAND REGISTER FORMS

The Registrar-General's Office is authorised by the Land Title Act to collect the information on this form for the establishment and maintenance of the Land Register, which is made available for search by any person, anywhere, including through the Internet, upon payment of a fee. The information is regularly provided to other NT Government agencies, the Australian Valuation Office, local governments, the Australian Bureau of Statistics, the Australian Taxation Office or other Commonwealth Agencies as required or authorised by law, and some private sector organisations for conveyancing, local government, valuation, statistical, administrative and other purposes. The Department of Planning and Infrastructure also uses the information to prepare and sell or licence property sales reports to commercial organisations concerned with the development, sale or marketing of property.

Failure to provide the information in full or in part may prevent your application or transaction being completed.

Your personal information provided on this form can be subsequently accessed by you on request. If you have any queries please contact the Deputy Registrar-General on 8999 5318.

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NORTHERN TERRITORY OF AUSTRALIA

PROVISIONS OF COVENANT IN GROSS

**OWNER OF THE LAND BURDENED: SKYCITY DARWIN PTY LTD
ABN 54 009 624 417**

PERSON RECEIVING THE BENEFIT: NORTHERN TERRITORY OF AUSTRALIA

OPERATIVE PART:

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

- (a) In this Covenant the following definitions shall apply unless the context requires otherwise:

Business Day means a day that is not a Saturday, Sunday or public holiday in Darwin;

Covenant means this Covenant in Gross consisting of the Panel Form, these Provisions of Covenant in Gross and the Plan;

Escarpment means the cliff face and environs on the southern boundary of the Land and shown hatched on the Plan;

Land means the land described on the Panel Form and where the context permits includes a reference to the whole or any part of the Land;

Owner means the person named next to the heading "Owner of the Land Burdened" on the Panel Form and includes its successors in title to the Land;

Panel Form means the Form 58 Creation of Covenant in Gross to which these Provisions of Covenant in Gross are attached;

Plan means the plan attached to this Covenant;

Territory means the Northern Territory of Australia and includes its successors and assigns;

Tidal Creek means the tidal creek and environs shown shaded grey on the Plan.

- (b) In this Covenant, unless and except to the extent that the contrary intention appears:

W:\2603611\Little Mindil Escarpment and Creek Maintenance - Covenant provisions (Final 100203).doc

Handwritten signature

- (i) the singular includes the plural and the plural includes the singular;
- (ii) a reference to one gender includes all other genders;
- (iii) a reference to a person includes a body corporate;
- (iv) a reference to a party or parties is a reference to the parties to this Covenant;
- (v) headings are included for reference only and shall not affect the interpretation of this Covenant;
- (vi) "including" and similar words are not words of limitation;
- (vii) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (viii) a reference to any document or instrument includes any variation or replacement of it;
- (ix) a reference to clauses, annexures or schedules is a reference to the clauses, annexures or schedules of this Covenant;
- (x) a reference to any authority, association or body whether statutory or otherwise shall (if that authority, association or body ceases to exist or is re-constituted, re-named or replaced or its powers or functions are transferred to any other authority, association or body) be deemed to refer respectively to the authority, association or body established or constituted in its place or as nearly as may be succeeding to its powers or functions;
- (xi) a reference to time is a reference to time in Darwin;
- (xii) if an act must be done on a day which is not a Business Day, that act may be done instead on the next Business Day; and
- (xiii) a provision of this Covenant must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Agreement.

2. COVENANTS BY THE OWNER

- (a) The Owner must at its own cost and to a standard reasonably required by the Territory:
 - (i) rehabilitate the Tidal Creek and Escarpment within twelve (12) months from the date of registration of this Covenant;
 - (ii) preserve and maintain the Tidal Creek and Escarpment.

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(b) Without limiting the covenant contained in clause (a) the Owner must at all times:

(i) provide continuing care of the vegetation on the Escarpment (including the top and the base of the Escarpment) and the Tidal Creek including:

(1) removal of noxious weeds and subsequent control of noxious weeds using chemical or physical means or a combination of them;

(2) removal of litter, rubbish and foreign objects; and

(3) revegetation with naturally occurring plant species, based on best practice bush regeneration techniques;

(ii) as required from time to time:

(1) mulch and replant/reseed vegetation; and

(2) repair and replace fencing along the top of the Escarpment to a standard to match the existing fencing.

3. COSTS

(a) The Owner shall pay all costs and expenses related to:

(i) the registration of this Covenant including survey costs, registration fees and stamp duty (if any);

(ii) the registration of any modification of this Covenant including survey costs, registration fees and stamp duty (if any);

(iii) registration of the extinguishment of this Covenant including registration fees; and

(iv) if the Owner shall breach this Covenant, any legal fees and expenses as between solicitor and client incurred by the Territory as a result of such breach.

4. DISPUTE RESOLUTION

(a) If a dispute arises between the parties in relation to this Covenant, the parties may agree to the identity of an independent expert (**Expert**) to determine the dispute.

(b) If the parties fail to agree to the identity of the Expert within five (5) Business Days of one party nominating an Expert, then either or both of the parties may refer the matter to the President for the time being of the Law Society of the Northern Territory who will nominate an Expert to determine the dispute.

- (c) The decision of the Expert will be absolute and final and binding on the parties.
- (d) The Expert is deemed to be acting in making any decision as an expert and not an arbitrator.
- (e) The parties will bear the costs of such a determination equally.
- (f) The parties must make available to the Expert all materials requested by the Expert and will furnish the Expert all other materials that are relevant to the dispute or determination.

13. NOTICES

- (a) All notices or other communications ("notices") required or permitted to be given under this Covenant must be in writing and served:
 - (i) personally;
 - (ii) by prepaid registered post; or
 - (iii) by facsimile transmission, at the address of the party set out below or at such other address as the party may give in written notice to the other.
- (b) A notice is deemed to be given by the sender and received by the addressee, if:
 - (i) delivered personally, when delivered to the addressee;
 - (ii) sent by mail, on the second business day from and including the date of posting; or
 - (iii) sent by facsimile, on receipt of complete and correct transmission report by the sender and if received by the addressee before 4:00pm on a business day on that day otherwise it is deemed to be received at 9:00am on the next following business day in the place of receipt.

For the purposes of this Covenant the address for service of each party is as follows:

For the Owner:

The General Manager
SKYCITY Darwin Pty Ltd
Level 1 SKYCITY Casino
Gilruth Avenue

UW

DARWIN NT 0820

Fax: 8981 7753

For the Territory:

Chief Executive Officer

Department of Lands and Planning

5th Floor Energy House

18-20 Cavenagh Street

Darwin NT 0800

Fax: 8924 7044

14. GOODS AND SERVICES TAX

- (a) For the purposes of this Clause unless the context otherwise requires:-
 - (i) **Act** means the *A New Tax System (Goods and Services Tax) Act 1999*;
 - (ii) **GST** means any tax imposed on Supply by or through the Act;
 - (iii) **GST Rate** means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time; and
 - (iv) **Input Tax Credit, Supply and Taxable Supply** have the meaning they bear in the Act.
- (b) All amounts specified in this Covenant which are payable by a party are shown exclusive of any GST.
- (c) If a party makes a Taxable Supply to the other under this Agreement, the recipient of the Taxable Supply must, in addition to the consideration or amount payable in respect of such Taxable Supply, and at the same time, pay to the supplier an additional amount equal to the GST payable on or for the Taxable Supply.
- (d) The supplier shall provide the recipient with a tax invoice and/or adjustment notes in relation to the Supply prior to an amount being paid under this Covenant and shall do all things reasonably necessary to assist the recipient to enable it to claim and obtain any Input Tax Credit available to it in respect of a Supply.

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15. LAW

- (a) Nothing in this Covenant shall be taken to prevent the Territory from taking such action, including if deemed appropriate by the Territory, court proceedings for injunctive or other relief, noting that damages are not an adequate remedy to enforce its entitlements under this Covenant.
- (b) This Covenant is governed by, and is to be construed in accordance with, the law of the Northern Territory of Australia and the parties submit to the jurisdiction of the Supreme Court of the Northern Territory at Darwin in respect of all matters arising under this Covenant.

16. MISCELLANEOUS

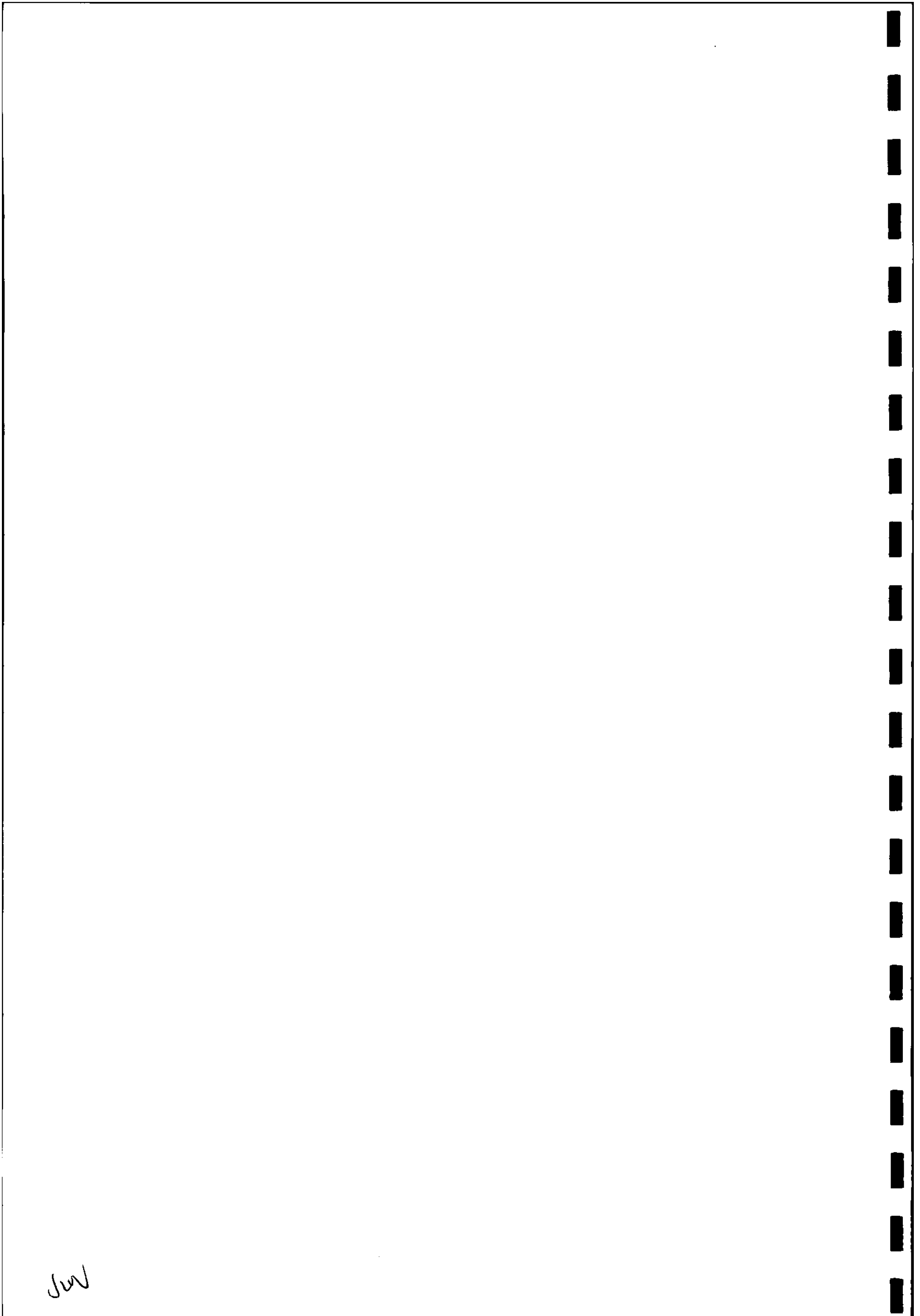
- (a) The parties may vary any of the terms of this Covenant but any variation shall be effective only if evidenced in writing and signed by both parties.
- (b) No omission by either party to require the performance by the other of any of the terms and conditions of the Covenant nor any forbearance or indulgence shown by a party to the other will in any manner affect or prejudice the rights of a party at any time to require strict and full performance by the other party of any or all of the terms and conditions of the Covenant.
- (c) If a court determines that a provision in this Covenant is unenforceable, illegal or void then it shall be severed, if practicable and the other provisions of Covenant shall remain operative.
- (d) This Covenant constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Covenant and supersedes any previous Covenant between the parties.
- (e) This Covenant may be signed in any number of counterparts and all counterparts when taken together are to constitute one instrument.

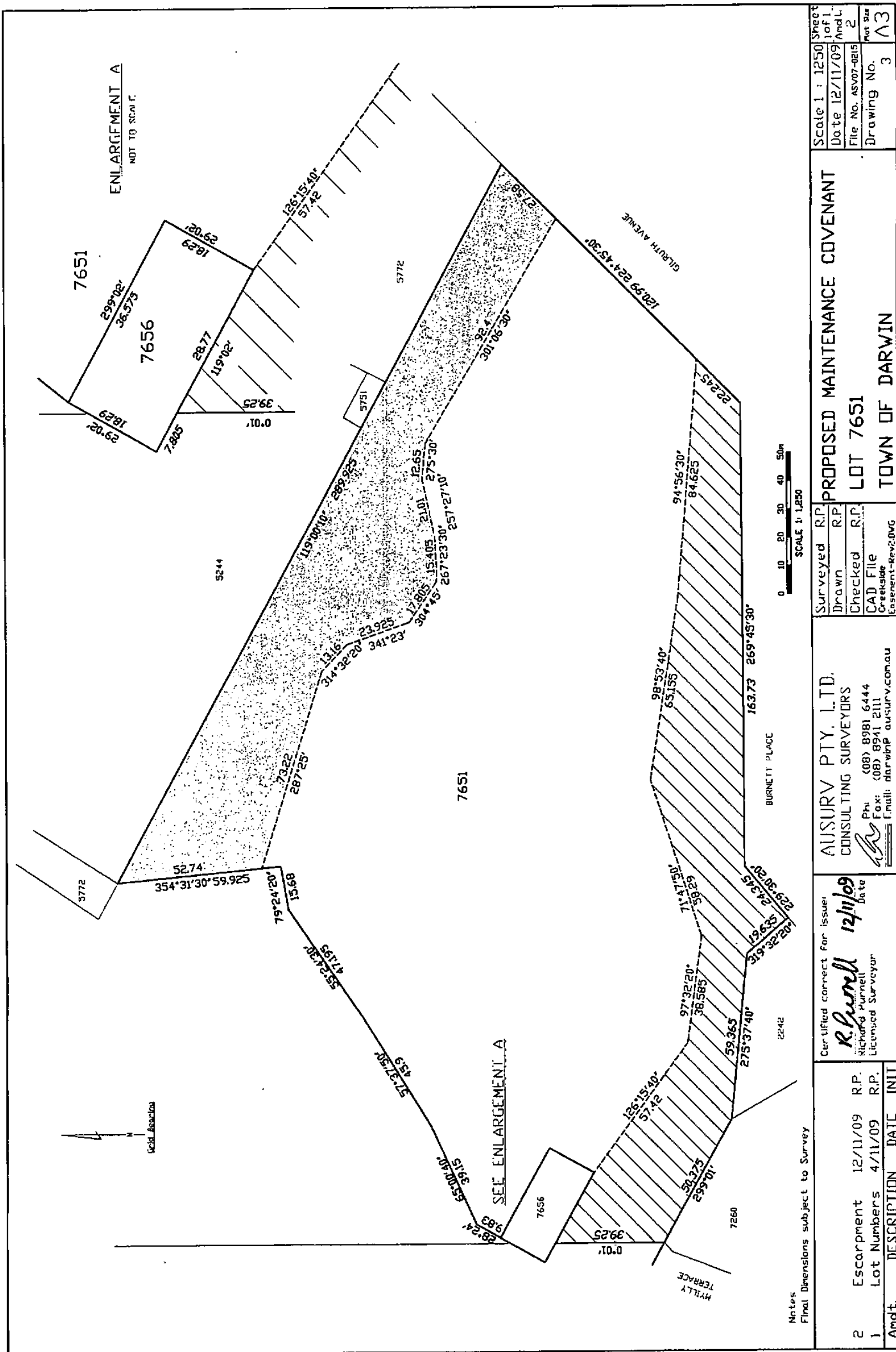
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ATTACHMENT
PLAN

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Scale 1 : 1250		Sheet 1 of 1	
Date 12/11/09		Andl. 2	
File No. ASV07-0218		Plot Size	
Drawing No. 3		A3	
PROPOSED MAINTENANCE COVENANT			
LOT 7651			
TOWN OF DARWIN			
Surveyed R.P.	Drawn R.P.	Checked R.P.	CAD File
Drawn	Checked	Creektable	Escarpment-Rev2.DWG
AUSURV PTY. LTD. CONSULTING SURVEYORS Ph: (08) 8981 6444 Fax: (08) 8941 2111 E-mail: darwin@aussurv.com.au			
Certified correct for issue		Date	
<i>R. Burnell</i>		12/11/09	
Richard Burnell		Licensed Surveyor	
2	Escarpment	12/11/09	R.P.
1	Lot Numbers	4/11/09	R.P.
Amdt.	DESCRIPTION	DATE	INIT

Notes
Final Dimensions subject to Survey

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