



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|---|
| NNTT number | QI2017/008 |
| Short name | Badu Island Supermarket and Cafe/Storage ILUA |
| ILUA type | Body Corporate |
| Date registered | 20/10/2017 |
| State/territory | Queensland |
| Local government region | Torres Strait Island Regional Council |

Description of the area covered by the agreement

"Agreement Area" means the relevant Agreement Area identified in the map annexed in Schedule 1 and more particularly described as Lot 142 on SP253545 and Lot 141 on SP274784.

[Schedule 1 is attached to this Register Extract.

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:

The agreement area consists of two land parcels on Badu Island in the Torres Strait, with a total combined area of 3000 sq metres.]

Parties to agreement

Applicant

| | |
|------------------------|---|
| Party name | Wakaid Coral Sea Co Pty Ltd |
| Contact address | c/- David G. Hannay Solicitor & Notary Public PO Box 6106 Cairns QLD 4870 |

Other Parties

| | |
|------------------------|---|
| Party name | Mura Badulgal (Torres Strait Islanders) Corporation RNTBC |
| Contact address | c/- Bottoms English Lawyers PO Box 5196 Cairns QLD 4870 |

Period in which the agreement will operate

| | |
|-------------------|---------------|
| Start date | not specified |
| End date | not specified |

3.1 Subject to clause 3.2, this agreement commences on the Execution Date.

3.2 Clauses 5 and 6 commence on the Registration Date.

3.3 This Agreement may only be terminated by written agreement executed by each party.

"Execution Date" means the day on which this Agreement is executed by the parties and if executed on different days, the latter of those days.

"Registration Date" means the date on which this Agreement is Registered.

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

5.1 The RNTBC consents to the following Future Acts:-

(a) granting the Leases to the Lessee for a term commencing on the Registration Date and ending on 30th June 2045 with an option for a further 30 years;

(b) granting of the Sublease and any other sublease or underletting permitted by the Leases and the Sublease provided the terms of the sublease or underletting are consistent with the terms of both the relevant Lease and the ILUA;

(c) all acts necessary to execute and register the Leases;

(d) all acts necessary to execute and register the Sublease and any other sublease or underletting permitted by the Leases and the Sublease provided the terms of any sublease are consistent with the terms of both the relevant Lease and the ILUA; and

(e) all acts necessary for Island and Cape Retail to use the Agreement Area for retail/commercial purposes and related/ancillary uses in accordance with the relevant sublease throughout the term of the sublease.

5.2 The parties acknowledge that the non-extinguishment principle, as defined in the NTA, applies to the grant all Future Acts consented to under sub-clause 5.1.

5.3 Subdivision P, Division 3, Part 2 of the NTA does not apply to any Future Acts consented to under clause 5.1.

"Island and Cape Retail" means Island and Cape Retail Enterprises Limited A.C.N. 167 132 658 as Trustee for the Island and Cape Retail Enterprises Trust;

"RNTBC" means Mura Badulgal (Torres Strait Islanders) Corporation ICN 3720.

Attachments to the entry

[QI2017 008 Schedule 1 Map of Agreement Area.pdf](#)