































- 2.3.5 For the areas where Comalco does not exercise a right to exclude persons as acknowledged in this Agreement:
- 2.3.5.1 where any Comalco Interest or the performance of any Comalco Activity is partly inconsistent with the continued existence, enjoyment or exercise of the native title rights and interests, the native title continues to exist in its entirety but the native title rights and interests have no effect on the exercise of rights pursuant to the Comalco Interests or the performance of the Comalco Activities to the extent of any inconsistency; and
  - 2.3.5.2 to the extent that the native title rights and interests are not inconsistent with the Comalco Interests or the performance of the Comalco Activities, the native title rights and interests are exercisable to their full extent in respect of the ILUA Area.
- 2.3.6 After land ceased or ceases to be subject to the Comalco Interests, native title rights and interests again had effect or can again have effect to the extent possible having regard to the effect of the Comalco Interests and the performance of the Comalco Activities. This clause is not intended to limit the operation of ss 47, 47A or 47B of the NTA.
- 2.3.7 Despite the acknowledgments by the Communities in clause 2.2, to the extent that native title rights and interests continue to exist, the interaction between them and the Comalco Interests and the performance of the Comalco Activities is as described in this Agreement.
- 2.3.8 Subdivision P, division 3 of part 2 of the NTA<sup>2</sup> is not intended to apply, and does not apply, to any of the acts consented to or supported in this Agreement including to the renewal, regrant, extension or replacement of the Mining Leases, the grant of any Comalco Interests, or any alterations to any “right to mine” (as the term is used in subdivision P) resulting from environmental requirements, after the Registration Date.
- 2.3.9 Subject to clause 2.3.10, Comalco has the right (subject to obtaining any necessary Government approvals) to permit (including by way of lease, sublease, licence, delegation, assignment, invitation, or any other dealing) third parties to do any or all of the following:
- 2.3.9.1 exercise any of the rights conferred by the Comalco Interests or this Agreement;
  - 2.3.9.2 perform the Comalco Activities; or



























