

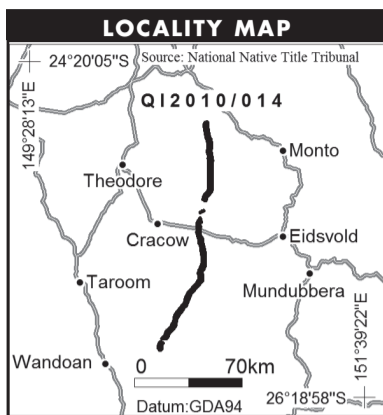
Notice of an application to register an area agreement on the Register of Indigenous Land Use Agreements

State of Queensland



National
Native Title
Tribunal

Notification day: 28 July 2010



QI2010/014 Djaku-nde & Jangerie Jangerie & Wakka Wakka & QGC Pty Limited Balance Area ILUA

Description of the agreement area: The area subject to this agreement covers about 279km², located east of Theodore, Cracow, Taroom and west of Monto, Eidsvold, Mundubbera as shown on the locality map.

This agreement falls within the Local Government Authorities of North Burnett Regional Council and Western Downs Regional Council.

Parties to agreement and their contact address:

QGC Pty Limited
c/- McCullough Robertson Lawyers
Level 11, 66 Eagle Street
BRISBANE QLD 4000

Julianne Eisemann, Frances Comollatti, Jeremy West, Barney Blucher,
Elizabeth Blucher, Elizabeth Law and Neville Chapman
c/- Gadens Lawyers, 240 Queen Street, BRISBANE QLD 4000

The agreement contains the following statements:

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

Clause 4 – Consent to Future Acts

- (a) The Parties consent to the doing of the following acts within the ILUA Area, whether or not they are Future Acts:
 - (i) the grant to QGC of the Project Rights and the implementation of those Project Rights;
 - (ii) the, construction, operation and maintenance of the Project and all works necessary or incidental to the Project which is done by, at the request of, or on behalf of QGC;
 - (iii) the decommissioning of the Project and the required rehabilitation of the land affected by the Project.
- (d) Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to the doing of the Future Acts consented to under clause 4(a).

Clause 1.1 - Definitions

Project means the development, construction, operation, maintenance and ultimate decommissioning a gas pipeline network, which may include:

- (a) an export pipeline connecting the gas fields with the LNG facility;
- (b) operational activities for the pipeline, such as general maintenance, gas metering, prevention of third-party damage and maintenance of corrosion protection systems; and
- (c) any other works or operations within the ILUA Area necessary for or ancillary to the development, construction, operation, maintenance and decommissioning of the pipeline network for QCLNG *[defined as: QGC's proposed Queensland Curtis LNG project, an integrated LNG project consisting of gas fields, pipeline and LNG facility on Curtis Island and associated infrastructure].*

Project Rights means any grant, variation, extension or renewal of any authorisation, lease, licence, permit, approval, certificate, consent, direction or notice which is necessary or desirable for the undertaking of the Project, under legislation including, but not limited to: *[a non-exclusive list of legislation is included in the agreement when defining this term. This list of legislation is not included within this notification]* but excluding tenements granted under the MRA *[defined as Mineral Resources Act 1989 (Qld)].*

ILUA Area means

- (a) the area, as described in Schedule 1 *[of the agreement]*, and shown on the map headed 'ILUA Area' in Schedule 1 (that map is called, for the purpose of this definition, the Initial ILUA Area);
- (b) however, where an easement, for all or part of the pipeline route for the Project within the Initial ILUA Area is registered under the Land Act 1994 (QLD), the Initial ILUA area will be reduced to the area of that easement.

but excluding any areas of overlap with other registered Native Title Claims at the date of Registration.

Responses to an application to register an ILUA—where the application has not been certified

Because this application for registration of the agreement has not been certified by the Representative Aboriginal/Torres Strait Islander Body(ies) for the area, there is no opportunity to make a formal objection to its registration. However, if you claim to hold native title in relation to any of the land or waters covered by this agreement, you may wish, within the notice period, to make a native title determination application or equivalent application under a law of a state or territory in respect of any part of the area. If that application is registered on the Register of Native Title Claims, the registered native title claimants must be a party to this agreement before it can be registered. The native title determination application must be made by **28 October 2010**.

Any person wishing to provide any information regarding the identification of persons who may hold native title to the area and the authorisation by those persons of this agreement, should forward it to the Native Title Registrar, **National Native Title Tribunal, GPO Box 9973, Brisbane QLD 4001 by 28 October 2010**.

Generally procedural fairness will require that the material you provide is given to certain other persons or organisations for comment. It may also be taken into account in the registration of other ILUAs and claimant applications and thus be provided to relevant persons or organisations.

Data statement: agreement area boundary compiled by the National Native Title Tribunal. Search and photocopy fees may apply. Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about this application, contact Ann Stokes on freecall 1800 640 501 or visit www.nntt.gov.au

Facilitating timely and effective outcomes.