



Extract from Register of Indigenous Land Use Agreements

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|--------------------------------|---------------------------------------|
| NNTT number | QI2022/020 |
| Short name | Westmoreland Exploration Project ILUA |
| ILUA type | Body Corporate |
| Date registered | 31/01/2023 |
| State/territory | Queensland |
| Local government region | Burke Shire Council |

Description of the area covered by the agreement

3 Relevant area for this Agreement

3.1 Relevant area

This Agreement applies to the ILUA Area.

3.2 Inconsistency in description and map

If there is an inconsistency between the description of the ILUA Area in Schedule 1 and the map in Schedule 2, the ILUA Area as defined by the description in Schedule 1 prevails.

ILUA Area means the area to which this Agreement applies, being the land or waters as described in Schedule 1 and shown in the map in Schedule 2.

[A copy of Schedules 1 and 2 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 covers a combined area of about 382 sq km over EPM14558 and EPM14672, and is located adjacent to the NT/QLD border, about 85km northwest of Doomadgee].

Parties to agreement

Applicant

| | |
|------------------------|--|
| Party name | Tackle Resources Pty Limited (ACN 611 674 376) (Proponent) |
| Contact address | PO Box 103 Spring Hill QLD 4004 |

Other Parties

| | |
|------------------------|--|
| Party name | Gangalidda and Garawa Native Title Aboriginal Corporation RNTBC (ICN 7365) (Gangalidda and Garawa RNTBC) |
| Contact address | c/- Carpentaria Land Council 7 Musgrave Street Burketown QLD 4830 |

Period in which the agreement will operate

Start date not specified

End Date not specified

2 Commencement

This Agreement commences on the Commencement Date.

20 Termination

20.1 No termination for breach

(a) Subject to clause 20.1(b), despite rights available in law, equity or otherwise, the Parties agree that a Party will not elect to terminate this Agreement for a breach of the Agreement by another Party, but that the other Party may exercise any other remedy available to it in respect of such breach, including temporary or permanent injunctive relief.

(b) Clause 20.1(a) does not apply in relation to any breach by the Proponent of clause 12.

20.2 Other remedies available

Subject to clause 20.1 ("No termination for breach"), a Party may exercise remedies available to it in respect of a breach of this Agreement by another Party.

20.3 Right to terminate

Either Party can terminate this Agreement at their election upon the expiry, surrender or termination of all of the Project Rights upon giving to the other Party ten (10) Business Days' notice.

20.4 Agreement to terminate

The Parties can terminate this Agreement at any time by agreement in writing.

Commencement Date means the date this Agreement is executed by the last of the Parties to execute it.

Exploration Permit has the meaning given to that term in the Mineral Resources Act and **EPM** has the same meaning.

Explore has the meaning given to that term in the Mineral Resources Act and includes all activities which are authorised under an Exploration Permit or a Mineral Development Licence, and **Exploration** has a corresponding meaning.

Mineral Development Licence has the meaning given to that term in the Mineral Resources Act and **MDL** has the same meaning.

Mineral Resources Act means the *Mineral Resources Act 1989* (Qld).

Project means all activities, works and operations which may be undertaken by the Proponent for or incidental to Exploration for minerals in the ILUA Area.

Project Rights means all approvals, permits, rights or tenements held by or required to be held by the Proponent in the ILUA Area, which are necessary for the Project, being:

- (a) Exploration Permits; and
- (b) Mineral Development Licences.

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

5 Statement for the purpose of the NTA

For the purposes of:

- (a) section 24EB(1)(c) of the NTA; and
 - (b) regulation 6(5)(b) of the ILUA Regulations,
- the Parties agree that Subdivision P of Division 3 of Part 2 of the NTA is not intended to apply to the Agreed Acts.

9 Consent and agreement

9.1 Project Rights and associated rights

(a) The Parties consent to:

- (i) the doing of the Project;
 - (ii) the Grant and implementation of the Project Rights; and
 - (iii) other acts necessary, ancillary, incidental or expedient to give effect to the Project and the Grant and implementation of the Project Rights,
- in the ILUA Area and agree not to challenge their validity in the future, (collectively, the "**Agreed Acts**").

(b) For the avoidance of doubt, the Gangalidda and Garawa RNTBC consents to the Proponent, its Related Bodies Corporate, employees, contractors and agents accessing the ILUA Area for the purpose of exercising their rights under the Agreed Acts.

Grant means initial grant, reissue, remaking, substitution, renewal, extension of the term of or further or subsequent grant, and **Granted** has a corresponding meaning.

ILUA Regulations means the *Native Title (Indigenous Land Use Agreement) Regulations 1999* (Cth).

NTA means the *Native Title Act 1993* (Cth).

Attachments to the entry

[QI2022_020 Schedule 1 - Description of ILUA Area.pdf](#)

[QI2022_020 Schedule 2 - Map of ILUA Area.pdf](#)