



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2003/013
<b>Short name</b>	ADEJV Gugu Badhun ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	25/08/2004
<b>State/territory</b>	Queensland
<b>Local government region</b>	Charters Towers Regional Council, Etheridge Shire Council

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## Description of the area covered by the agreement

The agreement area of 166 square kms is located in the vicinity of Greenvale, 200km north west of Townsville. The agreement area covers all land and waters within the mining tenements MDL325, MDL326, EPM13995, EPM13236, EPS6, MLA10279 and MLA10289 as at the commencement date and Lots 22 and 2 on USL48011.

## Parties to agreement

### *Applicant*

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<b>Party name</b>	Australian Diatomaceous Earth Joint Venture
<b>Contact address</b>	Office 21, 21-25 Knox Street Double Bay NSW 2028

### *Other Parties*

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<b>Party name</b>	ADE Filter Aid Pty Ltd
<b>Contact address</b>	C/- Office 21, 21-25 Knox Street Double Bay NSW 2028

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<b>Party name</b>	Australian Diatomaceous Earth Pty Ltd
<b>Contact address</b>	C/- Office 21, 21-25 Knox Street Double Bay NSW 2028

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<b>Party name</b>	Beryl Buller, Harry Gertz, Ernest Hoolihan, Hazel Illin, Narda Kennedy & Elsie Thompson on their own behalf and on behalf of the Gugu Badhun People
<b>Contact address</b>	C/- Suthers Taylor Lawyers, Level 1, 131 Denham St Townsville QLD 4810

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<b>Party name</b>	Diatomaceous Earth Investments Pty Ltd
<b>Contact address</b>	Level 5 Bonner House, Neptune St Woden ACT 2606

## Period in which the agreement will operate

<b>Start date</b>	24/03/2004
<b>End Date</b>	not specified

Clause 3; Commencement and Term states;

3.1 This Agreement:

(a) commences on the Commencement date; and

(b) terminates when ADEJV notifies the Native Title Parties that it has permanently ceased to perform Exploration Activities and Mining Activities in the Agreement Area, and that it has completed any rehabilitation of the Agreement Area required by law.

Commencement Date means the date on which this Agreement is executed, that date being 24th March, 2004.

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

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

### Clause 1.1 Definitions

"MRA" means the Mineral Resources Act 1989 (Qld)

"Project" means the development of a DE [diatomaceous earth] mine (or mines), processing facilities and associated infrastructure including access rights within the Agreement Area, and includes the development and operation of the Prototype Plant and the Commercial Plant.

"Project Rights" means the approvals, consents, licences and other entitlements that ADEJV may be required to obtain in relation to the Agreement Area in order to develop the Project including, but not limited to:

(a) all rights, entitlements and benefits granted by Mineral Development Licence 326 held by AUSTRALIAN DIATOMACEOUS EARTH JOINT VENTURE, expiring 20 April 2006 ("MDL326") and by any subsequent renewal granted under the MRA;

(b) all rights, entitlements and benefits granted by Mineral Development Licence 325 held by AUSTRALIAN DIATOMACEOUS EARTH JOINT VENTURE, expiring 20 April 2006 ("MDL325") and by any subsequent renewal granted under the MRA;

(c) all rights, entitlements and benefits granted by proposed Mining Lease 10279 applied for by AUSTRALIAN DIATOMACEOUS EARTH JOINT VENTURE ("ML10279") and by any subsequent renewal granted under the MRA;

(d) all rights, entitlements and benefits granted by Exploration Permit 13995 held by AUSTRALIAN DIATOMACEOUS EARTH JOINT VENTURE, expiring 5 June 2005 ("EP13995") and by any subsequent renewal granted under the MRA;

(e) all rights, entitlements and benefits granted by Exploration Permit 13236 held by AUSTRALIAN DIATOMACEOUS EARTH JOINT VENTURE, expiring 8 March 2005 ("EP13236") and by any subsequent renewal granted under the MRA;

(f) all rights, entitlements and benefits granted by proposed Exploration Permit EPS6 applied for by AUSTRALIAN DIATOMACEOUS EARTH JOINT VENTURE ("EPS6") and by any subsequent renewal granted under the MRA;

(g) all rights, entitlements and benefits granted by proposed Mining Lease 10289 applied for by AUSTRALIAN DIATOMACEOUS EARTH JOINT VENTURE ("ML10289") and by any subsequent renewal granted under the MRA;

(h) all rights, entitlements and benefits to be granted by any Mining Lease applied for by AUSTRALIAN DIATOMACEOUS EARTH JOINT VENTURE during the term of MDL325 or MDL326, including the term of any renewal, in respect of land within the areas of either of those MDLs and in respect of the minerals for which the MDLs are currently held;

(i) all other rights and interests necessary to undertake associated exploration work; and development of the Project including infrastructure, roadways, access and transport corridors, mine development, processing plant and equipment, and associated facilities such as settling ponds; and operation thereof, provided such associated interests form part of the Project.

### Clause 4.3 Section 24EB statement

For the purposes of section 24EB(1)(c) of the Native Title Act, the Parties state that Subdivision P of Division 3 of Part 2 of the Native Title Act 1993 [Subdivision P deals with the Right to Negotiate process under the Act] is not intended to apply and does not apply to the grant of any of the Project Rights.

### Clause 5 Consent

(a) Subject to the provisions of this ILUA, the Native Title Parties consent to the grant and the continuation of the Project Rights.

(b) The consents in this clause are given on the basis that ADEJV agrees to provide the Native Title Parties all of the benefits described in Schedule 3 and ADEJV and DEI [Diatomaceous Earth Investments Pty Ltd] agree to comply with the terms of Schedule 4.

[Schedule 3 describes the benefits to the Native Title Parties and Schedule 4 outlines the Equity in ADEJV].

(c) The Parties acknowledge that the consents in this clause constitute the requisite consent of the Native Title Parties for the purpose of Section 24EB(1)(b) of the Native Title Act and Regulation 7(5) of the Native Title (Indigenous Land Use Agreement) Regulations 1999 to the doing of any of the acts referred to in Project Rights.

## Attachments to the entry

Nil Attachments