



Extract from Register of Indigenous Land Use Agreements

NNTT number	WI2024/014
Short name	AREH Initial ILUA (Body Corporate Agreement)
ILUA type	Body Corporate
Date registered	08/04/2025
State/territory	Western Australia
Local government region	Shire of Broome, Shire of East Pilbara

Description of the area covered by the agreement

Part 2 The ILUA Area

3. ILUA Area and application

(a) This *[agreement]* applies to the ILUA Area, and in addition to that contractual affect, *[the agreement]* is intended to be Registered and have effect as a Body Corporate ILUA in respect of the ILUA Area.

(b) **ILUA Area** means the area described in Schedule 1, a map of which is 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 area covers about 2,128 sq km and is located approx. 217 km east of Port Hedland.]

ILUA means an Indigenous Land Use Agreement.

Registered means Registered means that an ILUA appears on the Register of Native Title Claims or the Register of Indigenous Land Use Agreements (as appropriate), and **Registration** has a corresponding meaning.

Parties to agreement

Applicant

Party name	Australian Renewable Energy Hub Pty Ltd (ACN 662 649 621; ABN 35 662 649 621) [Amendment applicant]
Contact address	c/- Ashurst Australia Level 10, Brookfield Place Tower 2 123 St Georges Terrace Perth WA 6000

Party name Nyangumarta Warrarn Aboriginal Corporation RNTBC (ICN 7189; ABN 19 567 159 329) in its capacity as a Registered Native Title Body Corporate holding Native Title in trust for the Nyangumarta People who have capacity to contract as at the Execution Date

Contact address c/- HWL Ebsworth Lawyers
Level 8, 12-14 The Esplanade
Perth WA 6000

Party name The Honourable Roger Cook MLA, Premier of the State of Western Australia, acting for and on behalf of the State of Western Australia

Contact address Executive Director - Land Use Management
Department of Planning, Lands and Heritage
140 William Street
Perth WA 6000

Period in which the agreement will operate

Start date not specified

End Date not specified

Part 9 General provisions

16. The term of [the agreement]

16.1 Commencement and termination

Except for Clauses 1 (Interpretation), 3 (ILUA Area and application), 4 [References to the Operator in this document], 6 [Capacity of parties and parties' warranties], 8 [Compensation and Further Compensation], 11 [Registration of this document as an ILUA in respect to the ILUA Area], 14 (Assignment), 15 (Dispute resolution), 16.1 (Commencement and termination), 17 (Amendment), 18 (Notices), 19 (Confidentiality), 20 (Privacy), 21 (Taxation requirements) and 22 (General), which commence on the Execution Date, [the agreement] commences on the Commencement Date and continues until termination or expiry in accordance with its provisions.

16.2 Continuation of some rights after termination or expiry

Upon termination or expiry of [the agreement] in accordance with clause 16.1, the rights and obligations of the parties will cease, except that:

- (a) Clauses 2.1 (Consequences of Project Agreement not being entered into), 8 [Compensation and Further Compensation] and 19 (Confidentiality) and Schedule 5 (Additional ILUA provisions);
- (b) any other confidentiality, release and indemnity provisions in [the agreement]; and
- (c) the rights and obligations of the parties under the provisions referred to in clauses 16.2(a) and 16.2(b),

will continue beyond such termination or expiry date, and the provisions of [the agreement] relating to those clauses or dealing with procedural matters, including this Part 9, will continue to apply.

16.3 No termination for breach

No breach of [the agreement] by any party will give any other party a right to elect to terminate [the agreement] but that party may exercise any right or remedy otherwise available to it in respect of such a breach.

Commencement Date means the date on which [the agreement] is Registered.

Execution Date means the date on which the last of the parties to [the agreement] has executed it.

NWAC means Nyangumarta Warrarn Aboriginal Corporation RNTBC (ICN 7189; ABN 19 567 159 329).

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

9. Consent to the ILUA Land Tenure

9.1 Consent to Agreed Acts

(a) Subject to clause and 9.1(b), NWAC agrees with, consents to and supports, and continues to agree with, consent to and support:

(i) the:

- (A) Grant of the Lease in relation to the whole or part of the Lease Area; and
- (B) Grant of the Easement in relation to the whole or part of the Easement Area; and

(C) Grant of any licence under section 91 of the LA Act to any AREH Company over the whole or any part of the ILUA Area, (together, the **ILUA Land Tenure**); and

(ii) the Grant or Modification of any Approval in respect of the **ILUA Land Tenure**, that is, in each case, for or in connection with the AREH Project.

(b) NWAC's consent to:

(i) the Grant of the Lease, as set out in clause 9.1(a)(i)(A); and

(ii) the Grant of the Easement, as set out in clause 9.1(a)(i)(B),

is conditional on a deed of amendment and restatement between the State, NWIP and AREH being entered into after the Execution Date, that effects variations to the Option to Lease and its annexed documents (**Option Variation Deed**), and AREH and NWIP must not enter into the **Option Variation Deed** without NWAC's written Free, Prior and Informed Consent (not to be unreasonably withheld). AREH, NWIP and the Operator must, based on the principle of Free, Prior and Informed Consent, engage and consult with NWAC as if it were intended to be a party to the **Option Variation Deed**, including sharing drafts of that document that it is able to as it progresses through negotiations and have regard to NWAC's comment and suggested amendments.

9.2 Consent to reliance on Agreed Acts

NWAC agrees with, consents to and supports (and continues to agree with, consent to and support) the reliance on and the conduct by the Operator, each AREH Company and any nominee parties of all activities required, permitted or contemplated by each Agreed Act, including as Modified.

9.4 What is the AREH Project?

AREH Project means the proposed project known, as at the date of *[the agreement]*, as 'Australian Renewable Energy Hub', being the whole and each part of the business of a facility to produce renewable energy and to produce and transport hydrogen by the Operator including the planning, development, operation and expansion, further expansion and decommissioning of each of those things, including as contemplated by the Lease.

9.5 Confirmation of Validity of Agreed Acts

NWAC acknowledges that all Agreed Acts are Valid and, to the extent they coexist with Native Title, prevail and take precedence over any Native Title Rights and Interests.

9.6 Actions to show support

(a) Subject to clause 9.6(b), NWAC must sign all documents and do all things that are reasonably required or requested by the Operator to facilitate the Agreed Acts as soon as reasonably practicable after a request by the Operator and, in particular, must:

(i) execute all such deeds, agreements, consents, Approvals and documents no later than 10 Business Days after receipt of a written request from the Operator;

(ii) lodge or register any such document with any person, competent body, Government Agency, arbitral body, group of persons, committee, board or party as may be required by Law or under Policy or by the Operator, no later than 10 Business Days after receipt of a written request from the Operator, provided that the Operator pays or undertakes to pay any fee or charge levied by any such person; and

(iii) withdraw any objections or complaints, whether under any Law or otherwise, to the extent they relate to the Agreed Acts.

(b) Without limiting the operation of *[the agreement]*, clause 9.6(a) does not require NWAC to give consent to the destruction or disturbance of Aboriginal Cultural Heritage and (to remove doubt) the Nyangumarta People may make public comments in relation to such matters subject to clause 19.

9.7 No consent to the AREH Project

For the avoidance of doubt, nothing in *[the agreement]* records the Free, Prior and Informed Consent of NWAC or the Nyangumarta People to the AREH Project being developed or the Grant of any Interests or Approvals for the AREH Project that are not Agreed Acts.

9.8 No compulsory acquisition of Native Title

For the avoidance of doubt, an Agreed Act does not include the Grant of an Interest or Approval which necessitates a surrender to or compulsory acquisition by the State of Native Title in relation to any part of the ILUA Area.

9.9 Validation of the Investigation Licence

The parties agree to validating the Grant of the Investigation Licence as it affects the ILUA Area and any extension of it prior to the Execution Date with the intent that this is a statement for the purposes of section 24EBA(1)(a)(i) of the Native Title Act.

Schedule 5 Additional ILUA provisions

Part A Agreement that Future Acts may be done

5. Non-Extinguishment Principle applies

(a) The Non-Extinguishment Principle applies to the Grant of the Agreed Acts.

(b) For the avoidance of doubt, the Agreed Acts and any activity required or permitted by those acts that is done in accordance with those acts, shall prevail over any Native Title Rights and Interests and any exercise of those rights and interests, but do not extinguish them.

6. No right to negotiate

(a) The Right to Negotiate Procedure does not apply to any of the Agreed Acts, with the intent that such statement

satisfies the requirement of section 24EB(1)(c) of the Native Title Act.

Aboriginal Ancestral Remains means the bodily remains of a deceased Aboriginal person, other than remains that are buried in a cemetery where non-Aboriginal persons are also buried and other than remains that have been dealt with or are to be dealt with under a law of the State relating to the burial of the bodies of deceased persons. This term also includes Aboriginal remains as defined in the Federal Heritage Act and also includes any human skeletal or other bodily remains that may be of Aboriginal persons.

Aboriginal Cultural Heritage means all Aboriginal cultural heritage and includes, but is not limited to any:

- (a) Aboriginal Place;
 - (b) Aboriginal Object;
 - (c) Aboriginal Ancestral Remains;
 - (d) 'significant Aboriginal area' or 'significant Aboriginal object' as defined under the Federal Heritage Act and any other form of Aboriginal cultural heritage protected or able to be protected under the Federal Heritage Act;
 - (e) Aboriginal site, place or object to which the AHA applies;
 - (f) Protected Area; and
 - (g) Exclusion Zone,
- whether or not recorded or registered.

Aboriginal Object means any:

- (a) natural or created object of social, cultural or spiritual significance, or which is or was used for, or made or adapted for use for, any purpose connected with the traditional cultural life of Aboriginal People past or present;
 - (b) object and any Aboriginal cultural material to which the AHA applies;
 - (c) "Aboriginal object" as defined in the Heritage Laws; or
 - (d) "significant Aboriginal object" as defined under the Federal Heritage Act,
- whether or not recorded or registered.

Aboriginal Place means land or waters which are of cultural, social or spiritual significance to Aboriginal persons traditionally responsible for that land and those waters, and includes but is not limited to any:

- (a) "Aboriginal Site" or "Aboriginal Place" as defined in any of the Heritage Laws;
 - (b) "significant Aboriginal Area" as defined in the Federal Heritage Act;
 - (c) Cultural Landscape;
 - (d) Protected Area;
 - (e) "area or site of particular significance" within the meaning of section 237(b) of the NTA;
 - (f) place that has indigenous heritage value as that term is defined in the *Environmental Protection and Biodiversity Act 1999* (Cth);
 - (g) area identified as having some form of cultural, social or spiritual significance to the Nyangumarta People;
 - (h) burial place of Aboriginal Ancestral Remains, or the place to which they have been moved for reburial, or a historical place of internment or informal internment, such as a massacre area; and
 - (i) area over which the Nyangumarta People consider a place should be bounded in order to avoid disturbance to any cultural values and physical material (i.e. buffer zones),
- whether or not recorded or registered.

Agreed Act refers to a thing or things agreed to, consented to or supported under clause 9.1.

AHA means the *Aboriginal Heritage Act 1972* (WA).

Approval means any authorisation, licence, permit, approval, certificate, consent, direction or notice inclusive of any Modification, and includes an approval from a Minister, Government Agency or other competent authority, but does not include (a) any Approval relating to Aboriginal Cultural Heritage, or (b) any Approval that is the grant of **ILUA Land Tenure**.

AREH means Australian Renewable Energy Hub Pty Ltd (ACN 662 649 621; ABN 35 662 649 621).

AREH Company means AREH, the Operator, any related body corporate of AREH or the Operator or joint venture partner of AREH, and includes (where relevant) agents, executors and administrators, and any assigns to the extent permitted by *[the agreement]*.

AREH Project is defined in clause 9.4.

Business Day means any day other than a Saturday, Sunday or public holiday observed in Perth, Western Australia.

Cultural Landscape means a group of areas of historical, aesthetical, social or spiritual significance to Aboriginal persons, interconnected through tangible or intangible elements of Aboriginal heritage. Tangible elements are those physical objects associated Aboriginal cultures, including instruments, objects, artefacts and cultural spaces. Intangible elements are the practices, representations, expressions, knowledge, skills - as well as the instruments, objects, artefacts and cultural spaces associated therewith - associated with Aboriginal cultures.

Easement means an easement over the Easement Area, to be granted to AREH or a wholly owned subsidiary of AREH, with a term that expires when the Lease expires and or terminates, and for the purposes of access (connecting Great Northern Highway to the Lease Area, including any required road works to connect the access

to/from Great Northern Highway), pursuant to section 144 of the LA Act.

Easement Area means that part of the ILUA Area marked as "Easement Area" on the map in Schedule 3. [A copy of Schedule 3 is attached to this Register extract.]

Exclusion Zone means the areas of land within the external boundary of which neither AREH nor the Operator will enter or conduct any activities in order to protect Aboriginal Cultural Heritage.

Federal Heritage Act means the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

Free, Prior and Informed Consent means consent provided by NWAC and the Nyangumarta People:

- (a) without coercion, intimidation, pressure or manipulation;
- (a) obtained in advance of the activity associated with the decision made including the time necessary to allow the Nyangumarta People to undertake their own decision-making processes;
- (b) for which NWAC and the Nyangumarta People have been provided all relevant information relating to the activity, which is objective, accurate as at the date of provision and presented in a way that NWAC can understand; and
- (c) by which the Nyangumarta People agreed to the activity the subject of the relevant decision which may also be subject to conditions.

Government Agency means any Commonwealth, state or local government, Parliament or any department authority or government agency, board, court or instrumentality, Minister or other person having authority or delegation to act on behalf of any of those entities or government, including the Crown in right of the State, Crown in right of the Commonwealth, the Governor, the Governor in Council and the Governor-General.

Grant means grant, dedicate, proclaim, vest, place, extend, renew, re-grant or re-make.

Heritage Laws means a law which provides for the protection of Aboriginal Cultural Heritage and includes the AHA, the Federal Heritage Act and the provisions of the *Biodiversity Conservation Act 2016* (WA) and *Environment Protection and Biodiversity Conservation Act 1999* (Cth) concerning Aboriginal Cultural Heritage.

ILUA Land Tenure is defined in clause 9.1(a).

Interests means any:

- (a) legal or equitable interest in land or waters;
- (b) right to occupy, use or traverse land or waters;
- (c) right to extract or explore for water;
- (d) easement, charge, power or licence over or in connection with land or waters;
- (e) authorisation, permit or licence from any Government Agency, (but not including any **ILUA Land Tenure** or any licence granted under s91 of the LA Act) whether Granted before, on or after the Commencement Date, and includes:
- (f) a management order with the power to lease, sublease or licence pursuant to sections 46(1) and 46(3)(a) of the LA Act; and
- (g) leases, subleases or licences granted pursuant to a management order and section 46(3) of the LA Act.

Investigation Licence means the licence granted by the State to NWIP pursuant to section 91 of the LA Act, commencing on 31 May 2021 and expiring on 30 June 2025 and as varied by the Deed of Variation and Consent between the State and NWIP dated 20 September 2022.

LA Act means the *Land Administration Act 1997* (WA).

Law means:

- (a) any written law of the Commonwealth or the State of Western Australia, including regulations, by-laws, orders, awards and proclamations with which a party is legally required to comply;
- (b) common law and equity (if applicable); and
- (c) government or judicial requirements, guidelines, consents, certificates, licences, permits and approvals (including conditions in respect of those consents, certificates, licences, permits and approvals) with which a party is legally required to comply.

Lease is defined in the Option to Lease and will be in the form of the draft lease set out in the Option to Lease as amended by the **Option Variation Deed**, in respect of the Lease Area, including, once Granted, as amended from time to time after the date of [the agreement] with NWAC's Free, Prior and Informed Consent, not to be unreasonably withheld. NWAC, AREH, NWIP and the Operator acknowledge that, notwithstanding the **Option Variation Deed** is yet to be entered into, and without limiting clause 9.1(c), the Lease (once varied as part of the **Option Variation Deed**) will reflect a lease:

- (a) under section 79 of the LA Act;
- (b) granted by the Minister for Lands to AREH or a wholly owned subsidiary of AREH;
- (c) of an area no greater than the Lease Area;
- (d) for a lease term of 50 years (with up to two further terms of 25 years each);
- (e) for some or all of the following permitted uses:
 - (i) construction, development, operation and decommissioning of a Renewable Energy Facility for Wind Power

Generation and Solar Power Generation with associated downstream facilities to utilize renewable energy or convert renewable energy to an exportable product which may include desalination, hydrogen and ammonia production facilities, as well as power cabling to transmit electricity to the region in accordance with a development plan approved by the State; and

(ii) grant of rights to construct access roads and tracks traversing the premises and ongoing access to those roads and tracks; and

of which the "Early Works" defined in the Side Deed form part, and including the works anticipated for what is known currently as "Phase 1A" and "Phase 1B" of the AREH Project, expected to comprise up to approximately 1.5GW of renewable generation capacity across:

(iii) (Phase 1A) renewable generation capacity, being a combination of solar and wind, capable of being connected to external third-party transmission infrastructure including aboveground cabling, belowground cabling, substations and associated ancillary infrastructure such as internal roads, camps and laydown areas; and

(iv) (Phase 1B) additional renewable generation capacity, again being a combination of solar and wind, capable of being connected to external third-party transmission infrastructure, and includes aboveground cabling, belowground cabling, substations and associated ancillary infrastructure such as roads, camps and laydown areas.

Lease Area means that part of the ILUA Area marked as "Lease Area" on the map in Schedule 3 (noting any eventual "Lease" within that area will be subject to survey, but which must remain within the "Lease Area").

Minister has the meaning given in the *Interpretation Act 1984* (WA).

Minister for Lands means a body corporate under the LA Act acting in the name and on behalf of the State of Western Australia.

Modify means extend, renew, vary, replace, convert, modify, correct, alter, amend or change; and **Modification** has the corresponding meaning.

Native Title has the meaning given in the Native Title Act.

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

Native Title Rights and Interests has the meaning given in the Native Title Act.

NWIP means NW Interconnected Power Pty Ltd (ACN 606 603 874).

Nyangumarta Claim means Federal Court of Australia native title determination (claimant) applications WAD6281/1998 and WAD234/2007.

Nyangumarta Determination means:

(a) the Approved Determination of Native Title made by the Federal Court on 11 June 2009 in *Hunter v State of Western Australia* [2009] FCA 654 (Nyangumarta People (Part A)) in relation to the Nyangumarta Claim (WCD2009/001) (**Nyangumarta Judgment**), including as varied pursuant to section 13(1)(b) of the Native Title Act; and

(b) any other Approved Determination of Native Title that the Nyangumarta People hold Native Title over the ILUA Area which may be made in the future following revocation of the existing determination referred to in paragraph (a) above or in addition to that existing determination.

Nyangumarta People are all of the persons who are identified in the Nyangumarta Determination as the Common Law Holders.

Operator means the party nominated by AREH from time to time to be the operating entity of the AREH Project and which, at the Execution Date, is BP.

Option to Lease means the option to lease granted on 4 December 2018 by the State to NWIP under section 88 of the LA Act for the AREH Project, as varied by the deed of variation of option to lease between the State and NWIP dated 4 November 2020, the deed of variation and consent between the State and NWIP dated 20 September 2022, including amended by the **Option Variation Deed** and otherwise as amended from time to time after the date of [the agreement] with NWAC's Free, Prior and Informed Consent, not to be unreasonably withheld.

Option Variation Deed is defined in clause 9.1(b).

Policy means any policy, guideline, official directive or request (even if it does not have the force of Law) of any Government Agency or regulatory body, including a stock exchange within Australia.

Protected Area means an area of Aboriginal Cultural Heritage that is protected under any Heritage Laws and includes Protected Areas as defined in the AHA and areas subject to a declaration under Part II of the Federal Heritage Act.

Renewable Energy Facility means a wind and solar complex comprising large wind turbines and arrays of solar panels, downstream production facilities to utilise renewable energy to an exportable product which may include facilities for the production of ammonia and hydrogen including electrolysis equipment, air separation units, ammonia reactors, gas and liquid storage tanks, conveyance infrastructure including ammonia, water and other pipelines and power cables, and ancillary infrastructure, including resource storage infrastructure, desalinated water

production facilities, cooling and evaporation ponds, water storage ponds, compressors and pumping infrastructure, monitoring equipment, internal access roads, batteries, power cables, equipment storage sheds, limited onsite accommodation, a control facility and a converter facility.

Side Deed means the document titled 'Australian Renewable Energy Hub Initial ILUA - Side Deed', entered into between AREH, the Operator and NWAC on or around the date of *[the agreement]*.

Solar Power Generation means the production and generation of electricity by the use of solar photovoltaic panels.

State means the State of Western Australia and includes, in clause 8 and where the context otherwise permits or requires, any State government department, agency, instrumentality, Minister and any body, whether corporate or unincorporated, that is established or continued for a public purpose by or under legislation of the State (including the Minister for Lands and any other body corporate Ministers).

Wind Power Generation means the production and generation of electricity by the use of wind powered turbines or other wind driven mechanisms.

Additional information – Updates to register

On 12 February 2026, the ILUA Register was updated to reflect amendments to party details agreed to in a deed of novation and assignment dated 31 October 2025, and executed by the following parties:

BP Alternative Energy Australia Pty Ltd (ACN 631 302 264; ABN 65 631 302 264),

NW Interconnected Power Pty Ltd (ACN 606 603 874; ABN 76 606 603 874),

Australian Renewable Energy Hub Pty Ltd (ACN 662 649 621) (ABN 35 662 649 621),

Nyangumarta Warrarn Aboriginal Corporation RNTBC (ICN 7189; ABN 19 567 159 329)

The Honourable Roger Cook MLA for the State of Western Australia.

Attachments to the entry

[WI2024_014 Schedule 1 - Description of ILUA Area.pdf](#)

[WI2024_014 Schedule 2 - Map of ILUA Area.pdf](#)

[WI2024_014 Schedule 3 - Description and Map of Lease Area and Easement Area.pdf](#)

[WI2024_014 Schedule 5 - Other ILUA provisions.pdf](#)