



# Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	DI2025/005
<b>Short name</b>	Powell Creek Solar Generation Project Body Corporate ILUA
<b>ILUA type</b>	Body Corporate
<b>Date registered</b>	24/03/2026
<b>State/territory</b>	Northern Territory
<b>Local government region</b>	Barkly Regional Council

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## Description of the area covered by the agreement

The **ILUA Area** means the land and waters described in Schedule 1 to this Agreement and shown on the map in Schedule 2 to this Agreement and to the extent of any inconsistency the description in Schedule 1 prevails.

*[Copies of of Schedule 1 and Schedule 2 are 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 about 811 sq km and is located approx. 165 km north west of Tennant Creek and south of Lake Woods.]*

## Parties to agreement

### Applicant

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<b>Party name</b>	AAPowerLink Australia Assets Pty Ltd (ABN 99 653 396 948) (Proponent)
<b>Contact address</b>	c/- Ward Keller GPO Box 330 Darwin NT 0801

### Other Parties

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<b>Party name</b>	Northern Land Council (ABN 56 327 515 336) (Land Council)
<b>Contact address</b>	29 Julius Street Berrimah NT 0828

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<b>Party name</b>	Northern Territory of Australia (Territory)
<b>Contact address</b>	c/- King & Wood Mallesons Level 33 One Eagle Waterfront Brisbane 1 Eagle Street Brisbane QLD 4000

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**Party name** Top End (Default PBC/CLA) Aboriginal Corporation RNTBC (ICN 7848)  
(Native Title Party)

**Contact address** c/- Northern Land Council  
29 Julius Street  
Berrimah NT 0828

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**Period in which the agreement will operate**

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**Start date** 15/12/2025

**End Date** not specified

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**2.1 Commencement**

Subject to clause 2.2, this Agreement commences on the Commencement Date.

**2.2 Condition precedent**

(a) The Land Council, the Native Title Party and the Proponent must execute the Benefits Agreement on or before one week after the date on which this Agreement was fully executed.

(b) If the condition set out in clause 2.2(a) is not satisfied prior to the deadline for satisfaction of the condition:

(i) this Agreement terminates with immediate effect; and

(ii) this Agreement will be of no further force or effect and no Party will have any Claim against another Party in connection with the Project, or the terms of this Agreement.

**2.3 Termination**

This Agreement terminates on the Termination Date.

**2.4 Early Termination Notice**

(a) Prior to the Financial Close Date, a notice in writing may be issued to the Parties:

(i) by the Proponent, confirming that the Proponent is no longer proceeding with the Project; or

(ii) by the Land Council, on instructions by the Native Title Party, if at least 10 years have passed since the Commencement Date,

(each an **Early Termination Notice**).

(b) The Parties agree that an Early Termination Notice causes this Agreement to terminate, but that such termination does not take effect until the Termination Date.

(c) In the event that an Early Termination Notice is issued:

(i) the Proponent must do all things necessary, subject to clause 2.4(c)(ii) if applicable including signing and submitting relevant documents, to cause the cancellation, termination, extinguishment or relinquishment of all Project Rights and removal of Generation Tenures from relevant Crown land registers:

(ii) the Territory will use all reasonable endeavours to the maximum extent permitted by Law to facilitate the cancellation, termination, extinguishment or relinquishment of all Project Rights and removal of Generation Tenures from relevant Crown land registers; and

(iii) the Parties agree that time is of the essence with respect to clauses 2.4(c)(i) and 2.4(c)(ii).

**Accommodation Precincts** means any one or more of:

(a) a worker accommodation camp for use during Early Works and Construction, which occupies a single area footprint of up to 25 hectares and is located within the Supporting Infrastructure Area or Solar Generation Area;

(b) a temporary construction worker accommodation camp for use during Early Works and Construction which occupies a single area footprint of up to 90 hectares and is located in the Supporting Infrastructure Area; and

(c) a worker accommodation camp for use during the period after the Commissioning Date, Which occupies a single area footprint of up to 25 hectares and is located in the Supporting Infrastructure Area.

**Applicable Laws** means all Laws or guidelines that are applicable to the Project or the use of Generation Sites by the Proponent or Proponent Nominees.

**Authorisation** means any consent, permit, licence, declaration, direction, notice, certificate, approval, authority, resolution, authorisation, exemption, or waiver issued or granted by a Government Authority.

**Benefits Agreement** means the confidential agreement entitled "*Powell Creek Solar Generation Project Native Title Benefits Agreement*" executed by the Proponent, Native Title Party and the Land Council on or about the date of this Agreement and that is ancillary to this Agreement.

**Claim** means any claim, action, application, demand, suit or proceeding made at Law (including under legislation, common law or equity), including for any loss, debt, obligation, action, cost, damage, compensation or liability, or any other form of relief or remedy, whether known to the Parties at the time of entering into this Agreement or not.

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

**Commissioning Date** means whichever is the earlier of:

(a) the date on which any portion of the Solar Generation Area has been tested and accepted by a Government Authority as operational for the purpose of commercial generation, transmission or distribution, and sale of

electricity; or

(b) the date on which Electricity is first exported from the Solar Generation Area in return for payment, revenue, monetary savings, in-kind benefit, or other similar benefit or commercial gain.

**Construction** means any of the following:

- (a) the construction, erection, alteration, extension, repair, restoration, maintenance or establishment of structures or buildings, including roadworks, powerlines, telecommunications or internet apparatus, aircraft runways, pipelines, bores, sewers and waste facilities;
- (b) the alteration, maintenance, repair or demolition of any buildings, fences or structures;
- (c) any work or activity that involves any Ground Disturbing Activity;
- (d) the laying of pipes, cables, and other pre-fabricated materials on the ground;
- (e) the installation of fences, pipes, cables, utilities or signage;
- (f) the clearing, cutting down, felling, thinning, logging, removing, killing, destroying, uprooting, ringbarking or burning of trees or other vegetation;
- (g) any excavation work; or
- (h) erecting, or establishing any plant, equipment, infrastructure or structures for or associated with solar photovoltaic panels, solar array, renewable energy generation or battery energy storage, for or related to the Project, or any stage of the Project, but excluding those Early Works completed prior to the Construction Commencement Date.

**Construction Commencement Date** means the earliest of:

- (a) the date on which a notice is issued to a Major Contractor to commence Construction;
- (b) the date on which delivery of solar photovoltaic panels, excluding those required for Early Works, begins at the Solar Generation Area; or
- (c) the date on which any Construction occurs on any part of the ILUA Area.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Crown Lands Act** means the *Crown Lands Act 1992* (NT).

**Crown Lease** means a lease of Crown land that does not confer freehold or contain any right or provision permitting it to be converted to freehold, granted by the Crown Lands Minister to the Proponent for the Project under the Crown Lands Act (including if such a grant arises from the circumstances set out in section 6(4) of the Project Legislation).

**Determination** means the decision of the Federal Court of Australia in *Henderson on behalf of the Bamayu (Wurwanawanji-Yarrayarra), Bamayu (Titirku), Marlinja, Ngapa Jangirulu, Walanypirri and Wilyuku Groups v Northern Territory of Australia (Powell Creek Pastoral Lease Proceeding)* [2020] FCA 1550, as varied from time to time in accordance with the Native Title Act.

**Early Termination Notice** has the meaning given to that term in clause 2.4.

**Early Works** means works within relevant Generation Sites for one or more of the following elements of Generation Infrastructure, which may be undertaken by the Proponent before the Construction Commencement Date:

- (a) the construction of an intersection with the Stuart Highway;
- (b) the establishment and construction of a road (described in the Environmental Approvals at the Commencement Date as the 'main access track') that connects the Solar Generation Area and the Stuart Highway;
- (c) the establishment of an access track (described in the Environmental Approvals at the Commencement Date as the 'gravel access track') that connects the Solar Generation Area to the road described at (b) above;
- (d) the establishment of only those borrow pits (and associated access tracks), communication infrastructure, batch plants, laydown areas, plant maintenance areas, offices, workshops, sheds, washdown areas, stormwater diversion works and works for water supply as are required for (a), (b) and (c) above (and which may, subject to compliance with rehabilitation and remediation obligations under this Agreement, remain erected but must not be used or expanded following the completion of the works described at (a), (b) and (c) above until after the Financial Close Date);
- (e) maintenance of the existing Technology Research Park;
- (f) works for one temporary accommodation camp located within one of the Accommodation Precincts (and associated access tracks) for the sole use of the Proponent and Proponent Nominees during the early works described at (a) to (e) above (and which may, subject to compliance with rehabilitation and remediation obligations under this Agreement, remain erected but must not be used or expanded following the completion of the works described at (a) to (e) above until after the Financial Close Date);
- (g) stormwater diversion works, and works for essential amenities (including lighting, CCTV, water supply and disposal and waste management), communication infrastructure and power required for the temporary accommodation camp at (g) [sic] above; and
- (h) any other minor works within a Generation Site agreed pursuant to clause 8.3(d)(i) [Early Works].

**Electricity** means electricity generated at the Solar Generation Area.

**Environmental Approval** means the environmental approval number EP2020/002-001 issued to AAPowerlink Australia Assets Pty Ltd pursuant to section 69 of the *Environment Protection Act 2019* (NT) dated 14 July 2024 as varied from time to time in accordance with the *Environment Protection Act 2019* (NT).

**EPBC Act** means the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).

**EPBC Approval** means the approval decision made under sections 130(1) and 133(1) of the EPBC Act dated 19 August 2024 (EPBC 2020/8818), which grants approval to the Proponent for the action set out in the EPBC Referral, and associated conditions which may be varied from time to time in accordance with the EPBC Act.

**EPBC Referral** means the referral made under the EPBC Act (EPBC 2020/8818) for the action to construct and operate a solar farm, power station and associated infrastructure to generate and deliver renewable energy to Darwin and Singapore and subject to the variations of this action accepted under section 156B of the EPBC Act on 27 October 2021 and 7 June 2024.

**Financial Close Date** means the earliest of the following dates:

- (a) the date on which there is a press release, stock exchange announcement, other public announcement or investor communication that the Project, or any stage of the Project, is funded sufficiently to commence Construction, including Construction with respect to any stage of the Project;
- (b) the date on which the Proponent gives notice to any Proponent Nominee or Related Body Corporate of the Proponent that will commence Construction, including Construction with respect to any stage of the Project;
- (c) the date on which the Proponent provides notice to the Pastoral Lease Holder or any other interest holder in relation to land or waters, within the ILUA Area, that it will commence Construction, including Construction with respect to any stage of the Project; or
- (d) the date on which the Proponent takes possession or control of solar photovoltaic panels for the Project in the Northern Territory, excluding those required for Early Works.

**Generation Activities** means activities undertaken pursuant to Generation Authorisations, Generation Tenures or Applicable Laws, which:

- (a) are necessary or desirable for:
  - (i) the financing, securing of tenure and approvals, and design of the Generation Infrastructure; or
  - (ii) the construction, operation, maintenance, decommissioning and rehabilitation of the Generation Infrastructure; and
- (b) do not involve any Ground Disturbing Activity, except in relation to such activities undertaken within the Generation Sites.

**Generation Authorisations** means the Authorisations necessary for:

- (a) the use of the Generation Tenure;
  - (b) the development, construction, maintenance and use of the Generation Infrastructure; or
  - (c) the Generation Activities,
- including the EPBC Approval, the Environmental Approval and the Water Authorisation and any Non-Pastoral Use Permit but excluding the Solar Project NPUP.

**Generation Infrastructure** means the following infrastructure necessary for, or to support, the operation of the generation, storage and transmission of electricity from solar photovoltaic technology within the Generation Sites:

- (a) solar photovoltaic panels and arrays and supporting structures and cables within the Solar Generation Area only;
- (b) a battery energy storage system within the Solar Generation Area only;
- (c) high voltage alternating current switching station and system stability equipment, substations, inverters and transformers within or co-located with the Voltage Source Converter;
- (d) substations, inverters and transformers;
- (e) an intermodal facility, including a rail siding and logistics hub;
- (f) Proponent and Proponent Nominee workforce accommodations within the Accommodation Precincts only;
- (g) site offices;
- (h) workshops, warehouses and maintenance areas;
- (i) water bores and water pipelines;
- (j) tanks and treatment plants;
- (k) wastewater and waste facilities;
- (l) car parks and vehicle staging areas;
- (m) a main access road;
- (n) borrow pits;
- (o) batch plants;
- (p) an aerodrome;
- (q) telecommunication facilities and associated wires and cables;
- (r) electricity poles, wires and cables;
- (s) underground cables;
- (t) the solar photovoltaic panels, workforce accommodation, site offices and related infrastructure at the Technology Research Park;
- (u) access tracks, diversion bunding, fencing, and laydown areas associated with the above; and
- (v) supporting infrastructure required for the above.

**Generation Sites** means the following sites for the use or development of Generation Infrastructure only:

- (a) the Solar Generation Area;
- (b) within the Supporting Infrastructure Area:
  - (i) the Voltage Source Converter which occupies no more than 50 hectares;
  - (ii) the intermodal facility adjacent to the AustralAsia Railway Corridor Northern Territory Portion 5023 and in

proximity to the Solar Generation Area, which includes an access road, rail siding and logistics hub and which occupies an area footprint of no more than 70 hectares;

(iii) the Accommodation Precincts;

(iv) up to 3 office and laydown areas which together comprise a total area of less than 50 hectares;

(v) a security and access site which occupies no more than 0.5 hectares;

(vi) up to 2 carparks and vehicle staging areas, each of which occupies no more than 2.5 hectares;

(vii) an airstrip for which the total footprint occupies an area no more than 20 hectares;

(viii) a main access road from the Stuart Highway to the Solar Generation Area, with a carriageway easement not exceeding 11 metres in width and a maximum road construction corridor of no more than 100 metres to accommodate construction access and activities, the carriageway, powerlines, pipelines and telecommunications;

(ix) a gravel access track from the main access road to the Solar Generation Area, with an easement that will not exceed 10 metres in width, and a maximum access track construction corridor of no more than 50 metres to accommodate construction, drainage and fill works;

(x) the minimum number of groundwater extraction bore sites reasonably required to supply groundwater to the Solar Generation Area for the Project and to comply with this Agreement, with each bore site comprising:

1. an extraction site area no more than 400 square metres;
2. an associated water pipeline corridor no more than 10 meters in width; and
3. an associated access track no more than 10 meters in width,

including to allow for gathering, pumping and transmission of groundwater to agreed areas for the benefit of the Native Title Party and Local Aboriginal People;

(xi) the minimum number of borrow pits reasonably required for the construction by the Proponent of Generation Infrastructure, with each borrow pit comprising an area of no more than 2.5 hectares;

(xii) the minimum number of batch plant sites reasonably required for the Project, with each batch plant site comprising an area of no more than 5 hectares;

(xiii) the minimum number of sites reasonably required for telecommunication facilities and associated wires and cables, electricity poles, wires and cables and underground cables;

(xiv) the Technology Research Park; and

(xv) other sites necessary for construction, operation, maintenance and rehabilitation of the Generation Infrastructure shown on Layout Plans or Updated Layout Plans (as amended from time to time in accordance with the Benefits Agreement), excluding any solar or other energy generation infrastructure, and which must not exceed a total area of 400 hectares in aggregate;

(c) within the Limited Development Area:

(i) the minimum number of groundwater extraction bore sites reasonably required to supply groundwater to the Solar Generation Area for the Project and to comply with this Agreement, with each bore site comprising:

1. an extraction site area no more than 400 square metres;
2. an associated water pipeline corridor no more than 10 meters in width; and
3. an associated access track no more than 10 meters in width,

including to allow for gathering, pumping and transmission of groundwater to agreed areas for the benefit of the Native Title Party and Local Aboriginal People; and

(ii) other sites required for construction, operation, maintenance and rehabilitation of Generation Infrastructure shown on Layout Plans or Updated Layout Plans (as amended from time to time in accordance with the Benefits Agreement), excluding any solar or other energy generation infrastructure, and which must not exceed a total area of 10 hectares in aggregate.

**Generation Tenure** means:

(a) for the Solar Generation Area either:

(i) the Solar Project NPUP and a sub-lease from the Pastoral Lease Holder, being the holder of the Solar Project NPUP, to the Proponent for the area comprising the Solar Generation Area; or

(ii) the Solar Project Crown Lease; and

(b) for a Generation Site other than the Solar Generation Area any:

(i) Crown Lease;

(ii) sub-lease, easement or access licence granted by the Pastoral Lease Holder and issued to, or in favour of, the Proponent for the purposes of providing only those interests necessary for the development and use of a Generation Site for the Project; and

(iii) easement or access licence granted to the Proponent under the Crown Lands Act, including where the Project Legislation as at the Commencement Date applies, that provides only those interests necessary for the use of a Generation Site for the sole purpose of the Project.

**Government Authority** means:

(a) a Commonwealth or Territory government or government department or other body;

(b) a Minister or Chief Minister;

(c) a governmental, semi-governmental or judicial person, including a statutory authority or corporation;

(d) a regulator or decision maker under a Law; or

(e) a person (whether autonomous or not) who is charged with the administration of a Law.

**Ground Disturbing Activity** means any of the following:

(a) disturbance by machinery, tools or hand of the topsoil or surface rock layer of the ground, including by grading, bulldozing, trenching, ploughing, drilling or dredging;

(b) earthworks; or

(c) the removal of vegetation by disturbance of root systems and exposure of underlying soil.

**HVDC Transmission Infrastructure** means high voltage direct current transmission infrastructure that exports

Electricity.

**Law** means:

- (a) those principles of common law and equity established by decisions of courts;
- (b) all Legislation; and
- (c) Authorisations, including the Generation Authorisations (including any conditions or requirements under them).

**Layout Plans** has the meaning given to that term in the Benefits Agreement.

**Legislation** means:

- (a) Commonwealth, Northern Territory or local government legislation and delegated legislation;
- (b) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the legislation or delegated legislation described in paragraph (a) of this definition of Legislation; and
- (c) consolidations, amendments, re-enactments and replacements of legislation or delegated legislation described in paragraph (a) of this definition of Legislation.

**Limited Development Area** means that portion of the ILUA Area shown in light green on the map included in Schedule 3 and excluding the Solar Generation Area and the Supporting Infrastructure Area.

**Local Aboriginal People** means:

- (a) Native Title Holders;
- (b) Aboriginal people resident in the Barkly region of the Northern Territory or based in the ILUA Area;
- (c) communities immediately surrounding the ILUA Area; and
- (d) incorporated Aboriginal bodies or groups in which members are predominantly Native Title Holders.

**Major Contractor** means a:

- (a) contractor who is party to the engineering, procurement and construction contract for development of the Project and who has management and control of any part of the ILUA Area for the duration of that contract; or
- (b) contractor or sub-contractor engaged for the purposes of the Project and for which a single contract awarded to that person exceeds \$10,000,000 and involves work on a Generation Site.

**Native Title** has the meaning given in section 223 of the Native Title Act.

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

**Native Title Holder** means the persons who hold Native Title in the ILUA Area pursuant to the Determination.

**Non-Pastoral Use Permit** has the meaning given to that term in the Pastoral Land Act.

**Party** means a party to this Agreement and **Parties** means any 2 or more of them as the case requires, and includes their successors and permitted assigns.

**Pastoral Land Act** means the *Pastoral Land Act 1992* (NT).

**Pastoral Lease** means Perpetual Pastoral Lease 948 for NT Portion 2094 and NT Portion 7993(A) on Certified Plan S2022/006, subject to the Pastoral Land Act, known as Powell Creek.

**Pastoral Lease Holder** means the person who holds the Pastoral Lease, being a person to whom the Pastoral Lease passes whether by grant, transfer or devolution, and includes a mortgagee in possession.

**Post-Project Land Use** means use that is safe for pastoral purposes and associated human access and use, or an equivalent use that is safe for human access, use, and enjoyment of all Native Title rights and interests recognised in the Determination that is approved or endorsed by a Government Authority.

**Project** means the development, construction, commissioning, operation, maintenance, decommissioning and rehabilitation of the Generation Infrastructure within the Generation Sites by the Proponent and the rehabilitation and remediation of the Generation Sites by the Proponent.

**Project Legislation** means the *Solar Project (Australia-Asia Power Link) (Special Provisions) Act 2022* (NT).

**Project Rights** means the Generation Tenure and Generation Authorisations.

**Proponent Nominees** means Proponent employees, officers, contractors, sub-contractors, consultants, agents, licensees, invitees or other persons who enter or carry out activities in the ILUA Area on behalf of, or with the authority of, the Proponent.

**Related Body Corporate** has the meaning provided in section 9 of the Corporations Act.

**Solar Generation Area** means Administrative Northern Territory Portion 7993 on Certified Plan S2022/006, which is approximately 12,000 hectares and is shown in orange and cross-hatched on the map included in Schedule 3.

**Solar Project Crown Lease** means a Crown Lease issued to the Proponent for the sole purpose of generating and storing electricity from solar photovoltaic technology operated by the Proponent and which:

- (a) wholly comprises the area of, or is contained within, the Solar Generation Area;
- (b) does not confer freehold or contain any right or provision permitting it to be converted to freehold; and
- (c) has a maximum total term of no more than 70 years (including any permitted renewals).

**Solar Project NPUP** means a Non-Pastoral Use Permit granted pursuant to the Pastoral Land Act for use and development of the Solar Generation Area for the purpose of generating electricity from solar photovoltaic technology and for a maximum total term of no greater than 70 years (including any permitted renewals or as a single term by virtue of section 17 of the Project Legislation).

**Supporting Infrastructure Area** means that portion of the ILUA Area shown in blue and hatched diagonally on the map included in Schedule 3 and excluding the Limited Development Area and the Solar Generation Area.

**Technology Research Park** means means the 9.04 hectare solar research and monitoring facility established by the Proponent referred to in the Northern Territory clearing permit reference PLC21/03 dated 14 October 2021.

**Termination Date** means the earlier of:

- (a) the date this Agreement terminates under clause 2.2(b);
- (b) the date this Agreement is terminated under clause 6.5 [*Right to terminate if not registered*];
- (c) the date this Agreement is terminated by agreement in writing signed by all Parties;
- (d) the date on which all of the following conditions are fulfilled:
  - (i) all Generation Infrastructure has been decommissioned and all Generation Sites have been fully rehabilitated and remediated to a standard fit for Post-Project Land Use;
  - (ii) the Proponent has satisfied all requirements and discharged all obligations under the Project Rights, this Agreement, and the Benefits Agreement;
  - (iii) the Proponent no longer holds any Project Rights or interest in the ILUA Area; and
  - (iv) all Project Rights have been cancelled, terminated, extinguished, or relinquished and removed from all registers (including land register), such that no person holds, or has any ongoing benefit associated with, any Project Rights;or
- (e) the date on which both of the following conditions are fulfilled:
  - (i) an Early Termination Notice has been issued; and
  - (ii) all Project Rights have been cancelled, terminated, extinguished or relinquished and removed from all registers (including land registers) or records, such that no person holds, or has any ongoing benefit associated with, any Project Rights.

**Updated Layout Plans** has the meaning given in the Benefits Agreement.

**Voltage Source Converter** means the facility located within the Supporting Infrastructure Area at which point Electricity is converted into high voltage direct current and exported from the ILUA Area via HVDC Transmission Infrastructure.

**Water Authorisation** means one or both of the following:

- (a) an Authorisation to take groundwater under any Law including the Water Act 1992 (NT) from the ILUA Area; or
- (b) an Authorisation to construct, operate or maintain one or more bores or water related infrastructure on or in a Generation Site.

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

### 5.2 Consent to Agreed Acts

The Parties consent to each Project Act in the ILUA Area that is a Future Act and that satisfies the relevant conditions set out in clauses 5.3, 5.4 and 5.5 (**Agreed Acts**).

### 6.2 Right to negotiate

For the purposes of:

- (a) section 24EB(1)(c) of the Native Title Act; and
  - (b) section 7(2)(f)(i) of the ILUA Regulations,
- the Parties agree that Subdivision P, Division 3, Part 2 of the Native Title Act is not intended to apply to the Agreed Acts.

**Carbon Abatement Interest** means the right to obtain the benefit (whether present or future) of reduced or avoided greenhouse gas emissions, greenhouse gas emissions abatement or the sequestration of greenhouse gases in, on, or in relation to land or waters and includes rights conferred by applicable Legislation, including an 'applicable carbon sequestration right' as defined under the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth) but does not include any Renewable Energy Green Benefit.

**Equivalent Scheme** means a framework established by Legislation enacted or promulgated for purposes principally related to the reduction of greenhouse gas emissions in the electricity sector and encouraging the generation of electricity from renewable sources, which:

- (a) enables certificates, units, credits or legal instruments to be issued for the generation of electricity using eligible renewable energy sources;
- (b) allows such certificates, units, credits or legal instruments to be transferred to or surrendered by participants in,

or entities covered by, the framework for electricity that they acquire or consume;  
(c) tracks, accounts for and assigns ownership or beneficial interest in such certificates, units, credits or legal instruments; and  
(d) is not the *Renewable Energy (Electricity) Act 2000* (Cth).

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

**ILUA Regulations** means the *Native Title (Indigenous Land Use Agreements) Regulations 2024* (Cth).

**Nature Repair Act** means the *Nature Repair Act 2023* (Cth).

**Project Acts** means:

(a) the grant, variation, extension, renewal of the Generation Tenure, provided that the total term of any Generation Tenure does not exceed a maximum total period of 70 years (including any renewals) and any variation of Generation Tenure which complies with all conditions required under this Agreement:

(b) the grant, variation, extension, renewal of the Generation Authorisations provided any variation, extension or renewal of any Generation Authorisations complies with all conditions required under this Agreement; and

(c) Generation Activities:

for the Project, but does not include:

(d) a Carbon Abatement Interest;

(e) an environmental offset, biodiversity offset or certificate, conservation use, or any act, consent, interest, agreement or other right or security required by or capable of being registered under the Nature Repair Act; and

(f) any act, consent, interest, agreement or other right for or associated with a Carbon Abatement Interest (including any consent under the *Carbon Credits (Carbon Farming Initiative) Act 2011* (Cth)) and any consent under the Nature Repair Act.

**Renewable Energy Green Benefit** means:

(a) a certificate that may be created by Generation Infrastructure located on the Solar Generation Area and issued to the Proponent under the *Renewable Energy (Electricity) Act 2000* (Cth); or

(b) where (a) does not apply, a certificate, credit, unit or legal instrument issued to the Proponent under an Equivalent Scheme.

#### **Attachments to the entry**

[DI2025\\_005 Schedule 1 - Description of ILUA Area.pdf](#)

[DI2025\\_005 Schedule 2 - Map of ILUA Area.pdf](#)

[DI2025\\_005 Schedule 3 - Maps.pdf](#)