

INDIGENOUS LAND USE AGREEMENT

**SMALL SCALE MINING AND EXPLORATION ACTIVITIES
NORTH QUEENSLAND AREA**

DJUNGAN

**AN AREA AGREEMENT UNDER SUBDIVISION C
DIVISION 3 PART 2 OF THE *NATIVE TITLE ACT 1993***

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INDIGENOUS LAND USE AGREEMENT

AGREEMENT dated day of 20 .

BETWEEN James Archer, Walter Richards Snr, Kenneth Jackson, Lola Brown, Alfred Neal Snr, Percy Neal, Saul Burns Snr, Ernie Burns, Stanley Miller, Vincent Wason, John Grainer, Maxwell Underwood, Andrew Garrett, Desmond Grainer, Charles James Archer, George Alexander Archer, Rodney Riley and Samuel Wilson ("Native Title Parties") on their own behalf and on behalf of the Djungan People #1, Djungan People #2, Djungan People #3, Djungan People #4 and Djungan People (Claim for Compensation) ("Native Title Group")

AND North Queensland Land Council Native Title Representative Body
Aboriginal Corporation
("Land Council")

AND State of Queensland
("State")

AND North Queensland Miners Association Incorporated
("NQMA")

RECITALS

- A. The State proposes to grant Exploration Interests and Mining Interests in the Area.
- B. The Native Title Parties on behalf of the Native Title Group Claim Native Title Rights and Interests in relation to the Area.
- C. The State, the Land Council and NQMA have negotiated this Agreement which was adopted by the Native Title Parties on their own behalf and on behalf of the Native Title Groups.
- D. This Agreement deals with the grant of Exploration Interests and Mining Interests in the Area.
- E. Subject to the terms and conditions of this Agreement, the Native Title Parties on behalf of the Native Title Group agree to the grant of Exploration Interests and Mining Interests in the Area.
- F. This Agreement is entered into as an Indigenous Land Use Agreement and is intended by the Parties to be registered under Subdivision C, Division 3, Part 2 of the NTA to enable Exploration Interests and Mining Interests to be validly granted in the Area.
- G. The State and the Land Council intend to enter into a separate service agreement to help facilitate certain aspects of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement:

"Additional Proposed Work Area" has the meaning given in Schedule 6.

"Address for Service" means the contact details provided from time to time under Schedule 8, Schedule 9, Schedule 10 or Schedule 11, as the case may be.

"Agreement" or "ILUA" means this agreement and the schedules to this agreement.

"Alternative Procedure for Mining Interests" means the procedure set out in Schedule 5.

"Ancillary Rights" means:

- (a) a referable dam licence; and/or
- (b) a water pumping licence; and/or
- (c) a tree clearing permit.

"Application" means an application for an Exploration Interest or Mining Interest within the Area.

"Application Area" means the land described in an Application.

"Area" means the land and waters covered by the Native Title Claims as at the Registration Date. The external boundary of the Area is described in Schedule 1 and shown on the map contained in Schedule 2.

"Assignee" has the meaning given in clause 22.

"Backlog Applications" has the meaning given in clause 17 of Schedule 4 and clause 9 of Schedule 5.

"Batched Inspection Notices" has the meaning given in Schedule 4, Schedule 5 and Schedule 6.

"Business Day" means any day, other than a Saturday, Sunday or a public holiday in the State of Queensland.

"Business Hours" means the hours between 8:30am and 4:30pm in Queensland on a Business Day.

"Claim Native Title Rights and Interests" means by way of having lodged the Native Title Claims, by being a Registered Native Title Body Corporate or as persons who claim to hold Native Title.

"Commencement Date" means the date on which the last Party signs this Agreement.

"Company Limited by Guarantee" has the meaning given in the *Corporations Act 2001 (Cth)*.

"Compensation Entitlements" means any compensation, right or entitlement including without limitation a right to damages or the like whether monetary or otherwise, under any Law (including without limitation the common law) with respect to:

- (a) the grant of Future Acts;
- (b) the validation of any Future Acts that have been done validly;
- (c) the exercise of rights or discharge of obligations under Future Acts;
- (d) any effect of Future Acts on Native Title;
- (e) any effect of the Non-extinguishment Principle; or
- (f) any act or omission done in relation to the Area.

"Confidential Information" has the meaning given in clause 20.

"CPI Number" means the all groups consumer price index for the City of Brisbane as determined by the Australian Bureau of Statistics or other authority or instrumentality which publishes the index or any replacement measure.

"Cultural Heritage Dispute" has the meaning given in Schedule 3, Schedule 4 and Schedule 6.

"Cultural Heritage Find" means a Significant Object or an artefact or other evidence of indigenous occupation that is likely to be a Significant Object.

"Cultural Heritage Notice" has the meaning given in Schedule 3, Schedule 4 and Schedule 6.

"Date of Assignment" has the same meaning as the meaning of that term in Schedule 9 and Schedule 10.

"Deed of Assumption for Small Miner" means the Deed set out in Schedule 9.

"Deed of Assumption for Non Small Miner" means the Deed set out in Schedule 10.

"Dispute" has the meaning given in clause 19.1 or 22.5.

"Dispute Notice" has the meaning given in clause 19.2.

"Environmental Compliance Codes" means the Standard Environmental Conditions for the Code of Environmental Compliance for Mining Claims and Prospecting Permits, Mining Lease Projects and Exploration and Mineral Development Projects as gazetted by the Minister for Environment and Heritage under the *Environmental Protection Act 1994* (Qld) on 22 December 2000 or the equivalent replacement code.

"EPA" means the Queensland Environmental Protection Agency.

"Exclusion Zone" means an area identified in an Inspection Report in which a Significant Object or Significant Site is located.

"Exploration Interest" means:

- (a) a Prospecting Permit, excluding a Prospecting Permit granted for Pegging Purposes only;
- (b) an Exploration Permit; or
- (c) a Mineral Development Licence;

"Exploration Permit" has the meaning given in the MRA.

"Extinguishment Area" has the meaning given in clause 4.3.

"Financial Year" means a year commencing on 1 July and ending on 30 June.

"Force Majeure Event" means an event or circumstance that:

- (a) is beyond the reasonable control of the party affected by the event or circumstance;
- (b) causes or results in a default or delay in that party performing obligations under this Agreement,

and includes, but is not limited to fire, lightening, explosion, flood, earthquake, storm, cyclone, force of nature, ceremony according to Aboriginal tradition, chemical contamination, riots, civil disturbance, war, strikes, lockouts, industrial disputes, action or inaction by, or order of, a court, government or other authority and the breakdown or failure of any equipment or machinery.

"Future Act" has the meaning given in the NTA.

"GPS" means Global Positioning System equipment.

"Global Positioning System Coordinates" means coordinates (AMG or longitude/latitude) on the AGD66 datum or such other datum used by NR&M.

"Grantee Party" means a person who:

- (a) has made an Application; and
- (b) has executed a deed in the form annexed in Schedule 8 and provided a copy of the executed deed to the Native Title Parties, the Land Council and the Mining Registrar on behalf of the State; and
- (c) is not a Public Company or an entity that controls a Public Company; and
- (d) is not a proprietary company the shareholding of which is to any extent owned or held directly or indirectly by a Public Company; and
- (e) is not a Company Limited by Guarantee or an entity that controls a Company Limited by Guarantee.

“Grouped Backlog Applications” has the meaning given in clause 17 of Schedule 4 and clause 9 of Schedule 5.

“GST” means a tax in the nature of a goods and services tax levied or imposed by the Commonwealth Government of Australia.

“GST Law” means the *A New Tax System (Goods and Services Tax) 1999* (Cth).

“Indigenous Land Use Agreement” has the meaning given in the NTA.

“Inspection Report” means the report referred to in clause 5.1 of Schedule 3, clause 5.1 of Schedule 4, clause 12.1 of Schedule 4, clause 5.1 of Schedule 5 and clause 5.1 of Schedule 6.

“Inspection” means an inspection undertaken by the Inspection Team for the purposes of preparing an Inspection Report.

“Inspection Team” means the two representatives of the Native Title Group nominated by the Native Title Parties to conduct an Inspection.

“Law” means all Acts of Parliament, local laws and regulations.

“Land Council” means the North Queensland Land Council Native Title Representative Body Aboriginal Corporation.

“LRT” means the Queensland Land and Resources Tribunal.

“Level 2 Approval” has the same meaning given in the *Environmental Protection Act 1994* (Qld).

“Mineral Development Licence” has the meaning given in the MRA.

“Mining Activities” means activities that may be carried out pursuant to an Exploration Interest or Mining Interest under the MRA but limited to activities that may be conducted pursuant to a Level 2 Approval.

“Mining Area” means the land described in a Mining Claim or Mining Lease.

“Mining Claim” has the meaning given in the MRA.

“Mining District” has the meaning given in the MRA.

“Mining Interest” means a Mining Claim or a Mining Lease.

“Mining Lease” has the meaning given in the MRA.

“Mining Registrar” means the State represented by the Mining Registrar for the Mareeba Mining District.

“Mining Tenure Report” means a computer generated enquiry from NR&M’s “MERLIN” corporate database.

“Month” means a calendar month.

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

"Native Title" has the meaning given in the NTA.

"Native Title Claims" means native title determination applications QG208 of 1997, QG6022 of 1998, QG6116 of 1998, Q6036 of 2001 and QG6215 of 1998.

"Native Title Conditions" means the conditions set out in Schedule 3, Schedule 4, and Schedule 6.

"Native Title Conditions for Exploration Permits and Mineral Development Licences" means the conditions set out in Schedule 4.

"Native Title Conditions for Mining Interests" means the conditions set out in Schedule 6.

"Native Title Conditions for Prospecting Permits" means the conditions set out in Schedule 3.

"Native Title Group" means the Djungan People #1, Djungan People #2, Djungan People #3, Djungan People #4 and Djungan People (Claim for Compensation).

"Native Title Holders" has the meaning in the NTA.

"Native Title Parties" means James Archer, Walter Richards Snr, Kenneth Jackson, Lola Brown, Alfred Neal Snr, Percy Neal, Saul Burns Snr, Ernie Burns, Stanley Miller, Vincent Wason, John Grainer, Maxwell Underwood, Andrew Garrett, Desmond Grainer, Charles James Archer, George Alexander Archer, Rodney Riley and Samuel Wilson.

"Native Title Registrar" has the meaning given in the NTA.

"Native Title Rights and Interests" has the meaning given in the NTA.

"NQMA" means the North Queensland Miners Association Incorporated.

"Nominated Body" means:

- (a) an incorporated body:
 - (i) whose membership or shareholding is restricted by its constitution to members of the Native Title Group;
 - (ii) which complies with the standards of accountability required by the laws under which the incorporated body was established;
 - (iii) which is not in administration, receivership or liquidation under any laws applicable to the incorporated body;
 - (iv) which the Native Title Parties have agreed is a Nominated Body for the purposes of this Agreement; and
 - (v) which exists at the Commencement Date or is established by the Native Title Group for the purposes of this Agreement; or

(b) a trust:

- (i) whose beneficiaries are restricted by the trust deed to members of the Native Title Group;
- (ii) which complies with the standards of accountability and is constituted in accordance with the laws of Queensland;
- (iii) the trustee of which is not an undischarged bankrupt;
- (iv) which the Native Title Parties have agreed is a Nominated Body for the purposes of this Agreement; and
- (v) which exists at the Commencement Date or is established by the Native Title Group for the purposes of this Agreement;

“Non-Extinguishment Principle” has the meaning given in the NTA.

“NR&M” means the Queensland Department of Natural Resources and Mines.

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

“Operator” has the meaning given in the *Mining and Quarrying Safety and Health Act 1999* (Qld).

“Opt in Deed by Grantee Party” means the Deed set out in Schedule 8.

“Parties” means the Native Title Parties, the State, the Land Council and NQMA and, where the context permits, the Grantee Party once they have executed an Opt in Deed by Grantee Party in the form contained in Schedule 8.

“Pegging Activities” means activities that may be carried out pursuant to a Prospecting Permit granted for Pegging Purposes only.

“Pegging Purposes” has the meaning given in the MRA.

“Permit Area” means the land described in a Prospecting Permit, Exploration Permit or Mineral Development Licence.

“Proposed Work Area” means the specific areas where a Grantee Party intends to conduct activities pursuant to an Exploration Interest or a Mining Interest which:

- (a) in the case of an Exploration Permit is an area of land not exceeding 10 hectares; and
- (b) in the case of a Mineral Development Licence or a Mining Lease is an area of land not exceeding 50 hectares.

“Prospecting Activities” means activities that may be carried out pursuant to a Prospecting Permit under the MRA.

“Prospecting Permit” has the meaning given in the MRA.

“Public Company” has the meaning given in the *Corporations Act* 2001.

“Recipient” means, in respect of Supply made under this Agreement, the person obliged to pay for that Supply.

“Recommendation Dispute” has the meaning given in clause 7.1 of Schedule 3, clause 7.1 of Part A Schedule 4, clause 14.1 of Part B Schedule 4, clause 7.1 of Schedule 5 and clause 7.1 of Schedule 6.

“Recommendation Dispute Notice” has the meaning given in clause 7.1 of Schedule 3, clause 7.1 of Part A Schedule 4, clause 14.1 of Part B Schedule 4, clause 7.1 of Schedule 5 and clause 7.1 of Schedule 6.

“Recommendations” has the meaning given in clause 6.1 of Schedule 3, clause 6.1 of Part A Schedule 4, clause 13.1 of Part B Schedule 4, clause 6.1 of Schedule 5 and clause 6.1 of Schedule 6.

“Reconnaissance Stage Activities” means activities that involve:

(a) aerial surveys;

Examples –

- Geological, geophysical, photogrammetric and topographic aerial surveys.

(b) geological and surveying field work that does not involve clearing;

Examples –

- flagging of sites and sample locations
- geological reconnaissance and field mapping
- surveying

(c) sampling by hand methods;

Examples –

- grab sampling
- mine tailings and mine mullock sampling
- panning and sieving
- rock chip sampling
- stream sediment sampling (disturbed and undisturbed samples)
- soil sampling (disturbed and undisturbed samples)
- water sampling

- (d) ground-based geophysical surveys that do not involve clearing;

Examples –

- potential-field methods of surveying, including, for example, gravity, magnetic and radiometric surveys
 - electrical methods of surveying including for example electromagnetic, ground penetrating radar, induced polarisation and resistivity surveys
 - seismic methods of surveying, including, for example, hammer refraction and vibration –sourced surveys
- (e) drilling and activities associated with drilling that occur on land that has previously been the subject of clearing by the Grantee Party under their Exploration Interest; and
- (f) environmental field work that does not involve clearing.

Examples –

- cultural heritage, environmental and geobotanical surveys
- environmental monitoring

For the purpose of this definition:

“clearing” means

- (i) in relation to trees – cutting down, ringbarking or pushing over; and
- (ii) the use of machinery to dig below the topsoil horizon;
 - A. including the preparation of a drill site; and
 - B. the making of access roads.

“Register” means the Register of Indigenous Land Use Agreements under the NTA.

“Registered Native Title Body Corporate” has the meaning given in the NTA.

“Registration Date” means the date this Agreement is entered on the Register.

“Relevant Date” has the meaning given in clause 12.1, clause 15.9 part B Schedule 4 clause 8.7 Schedule 5 and clause 8.7 Schedule 6.

“Significant Object” means any object (including human remains), of significance to the Native Title Group in accordance with their traditional laws and customs, including an Aboriginal, archaeological or historical object that, under a law of the Commonwealth of Australia or the State, is registered or declared as being significant to Aboriginal people or of significance to Aboriginal tradition.

“Significant Site” means any area of land or waters that is of significance to the Native Title Group according to their traditional laws and customs, including an Aboriginal, archaeological or historical site that, under a law of the Commonwealth of Australia or the State, is registered or declared as being significant to Aboriginal people or of significance to Aboriginal tradition.

“Single Integrated Project” means a mining operation where two or more Mining Interests granted under this Agreement are listed in a single royalty return required to be provided by a Grantee Party under the MRA.

“Site Senior Executive” has the meaning under the *Mining and Quarrying Safety and Health Act 1999*.

“Small Miner” means a person who:

- (a) is not a Public Company or an entity that controls a Public Company; and
- (b) is not a proprietary company the shareholding of which is to any extent owned or held directly or indirectly by a Public Company; and
- (c) is not a Company Limited by Guarantee or an entity that controls a Company Limited by Guarantee; and
- (d) is not the holder of any number of Mining Leases that together allow mining on land in Queensland exceeding an aggregate total area of 300 hectares;
- (e) is not the holder of more than 2 Mining Claims in Queensland;
- (f) is not the holder of a single Mining Lease that allows mining on land exceeding a total area of 50 hectares;
- (g) is not the holder of any number of Exploration Permits that together allow exploration on land in Queensland exceeding an aggregate total area of 150 Sub-blocks;
- (h) is not the holder of a single Exploration Permit that allows exploration on land exceeding a total area of 50 Sub-blocks;
- (i) is not the holder of any number of Mineral Development Licences that together allow activities on land in Queensland exceeding an aggregate total area of 150 hectares; and
- (j) is not the holder of a single Mineral Development Licence that allows activities on land exceeding a total area of 50 hectares.

“State” means the State of Queensland.

“Sub-block” has the meaning given in the MRA.

“Supplier” means, in respect of a particular Supply made under this Agreement, the person entitled to payment for that Supply.

“Supply” has the meaning given in the GST Law.

“Target Investigation Stage Activities” means activities in addition to Reconnaissance Stage Activities that may be carried out pursuant to an Exploration Permit or Mineral Development Licence under the MRA but limited to activities that may be conducted pursuant to a Level 2 Approval.

“Tax Invoice” has the meaning given in the GST Law.

“Threshold Amount” has the meaning given in clause 10.5 of Schedule 6.

“Threshold Amount Report” has the meaning given in clause 10.3 of Schedule 6.

“Wet Tropics Area” has the same meaning given in the *Wet Tropics World Heritage Protection and Management Act 1993* (Qld).

“Windfall Year” has the meaning given in clauses 10.1 and 10.2 of Schedule 6.

2. INTERPRETATION

2.1 In this Agreement:

- (a) headings are for ease of reference only and do not affect the meaning of this Agreement;
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule to this Agreement and a reference to this Agreement includes any schedules;
- (e) a reference to a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, altered or replaced;
- (f) a reference to ‘A\$’, ‘\$A’, ‘dollar’ or ‘\$’ is a reference to Australian currency;
- (g) a reference to a specific time for the performance of an obligation is a reference to that time in the State;
- (h) a reference to a Party includes its successors and permitted assigns;
- (i) words and expressions importing natural persons include partnerships, bodies corporate, associations and government agencies and departments;
- (j) a reference to any legislation or regulations is construed in accordance with the *Acts Interpretation Act 1901* (Cth) or the *Acts Interpretation Act 1954* (Qld), as applicable; and
- (k) in the event of any inconsistency between the definition of Area and Schedule 1 and Schedule 2, the definition of Area prevails.

3. CONDITION PRECEDENT

- 3.1 Clauses 3 and 9 commence on the Commencement Date.
- 3.2 Subject to clause 3.1 this Agreement does not commence and has no effect unless and until the Native Title Registrar registers this Agreement on the Register.

4. COMMENCEMENT AND TERM OF AGREEMENT

- 4.1 Clauses 7.2, 7.3 and 7.4 will expire 5 years from the Commencement Date.
- 4.2 Notwithstanding clause 4.1, this Agreement will continue to apply to Exploration Interests and Mining Interests that were granted or renewed in reliance on this Agreement.
- 4.3 If the Federal Court determines that Native Title does not exist in relation to any part(s) of the Area ("**Extinguishment Area**") this Agreement will not apply to any Extinguishment Area.
- 4.4 Despite clause 4.3, if an applicant for an Exploration Interest or a Mining Interest in an Extinguishment Area, wishes to enter into an agreement on similar terms to this ILUA, then that applicant may utilise the basis of this ILUA to enter into a separate agreement with a Native Title claim group.

5. AUTHORITY TO ENTER AGREEMENT

- 5.1 The Native Title Parties represent and warrant that:
- (a) they have the authority to enter into this Agreement on behalf of the Native Title Group;
 - (b) all reasonable efforts have been made (including consultation with the Land Council) to ensure that all persons who hold or may hold Native Title in relation to the Area have been identified; and
 - (c) all of the persons so identified have authorised the making of this Agreement in accordance with section 251A of the NTA.
- 5.2 In the event that an approved determination of Native Title is made in relation to the Native Title Claim and a Registered Native Title Body Corporate is established to hold the Native Title the Native Title Parties must use best endeavours to procure that Registered Native Title Body Corporate to become a party to this Agreement and assume the rights and obligations of the Native Title Parties under this Agreement.

6. STATEMENTS FOR THE PURPOSES OF THE NTA

- 6.1 The Parties state as follows:

- (a) this Agreement is intended to be registered as an area agreement under Subdivision C, Division 3, Part 2 of the NTA and regulation 7 of the *Native Title (Indigenous Land Use Agreements) Regulations 1999* (Cth);
- (b) the Agreement applies to the Area; and
- (c) Subdivision P, Division 3, Part 2 of the NTA is not intended to apply to the Future Acts described in clauses 7.2 to 7.6.

6.2 The Native Title Parties represent and warrant that before entering into this Agreement they informed the Land Council of their intention to enter into this Agreement.

7. AGREEMENT TO FUTURE ACTS

7.1 The Parties consent to the Future Acts described in clauses 7.2 to 7.6.

7.2 The Parties consent to the grant of Prospecting Permits and the exercise of rights under the Prospecting Permit provided that:

- (a) the Prospecting Permit contains the Native Title Conditions for Prospecting Permits; and
- (b) the Grantee Party pays the amount required to be paid under clause 11.1.

7.3 The Parties consent to the grant of Exploration Permits or Mineral Development Licences and the exercise of rights under the Exploration Permit or Mineral Development Licence provided that:

- (a) in the case of an Exploration Permit, the Exploration Permit is granted for an area of land in Queensland comprising 50 Sub-blocks or less; and no more than 150 Sub-blocks are held in Queensland at any time by a Grantee Party under Exploration Permit(s); and
- (b) in the case of a Mineral Development Licence, the Mineral Development Licence is issued for an area of land in Queensland comprising 50 hectares or less; and no more than 150 hectares are held in Queensland at any time by a Grantee Party under Mineral Development Licence(s); and
- (c) the Exploration Permit or Mineral Development Licence contains the Native Title Conditions for Exploration Permits and Mineral Development Licences (respectively); and
- (d) the Grantee Party pays the amount required to be paid under clause 11.1.

7.4 The Parties consent to the grant of Mining Claims or Mining Leases and the exercise of rights under the Mining Claim or Mining Lease provided that:

- (a) the Grantee Party has complied with the Alternative Procedure for Mining Interests; and

- (b) in the case of a Mining Lease, the Mining Lease is granted for an area of land in Queensland comprising 50 hectares or less; and no more than 300 hectares are held in Queensland at any time by a Grantee Party under Mining Lease(s); and
- (c) in the case of a Mining Claim, no more than 2 Mining Claims are held in Queensland at any time by a Grantee Party; and
- (d) the Mining Claim or Mining Lease contains the Native Title Conditions for Mining Interests; and
- (e) the Grantee Party pays the amount required to be paid under clause 11.1.

7.5 The Parties consent to the grant of Ancillary Rights to the Grantee Party.

7.6 The Parties consent to the renewal of an Exploration Interest or a Mining Interest granted in reliance on this Agreement if the renewed Exploration Interest or Mining Interest continues to be subject to the conditions described in clauses 7.2 to 7.6 and provided that the Grantee Party pays the amount required to be paid under clause 11.1.

7.7 The Native Title Parties and the Grantee Party:

- (a) acknowledge that the Native Title Conditions impose obligations on the Native Title Parties, the Native Title Group and the Grantee Party; and
- (b) agree to be bound by those obligations.

7.8 This Agreement does not limit a lawful obligation of a Party under any applicable Law including the *Cultural Records (Landscapes Queensland and Queensland Estate) Act 1987* (Qld) and the *Queensland Heritage Act 1992* (Qld).

7.9 If a Grantee Party makes a written request to the State, the State must prepare a Mining Tenure Report and provide it to the Grantee Party within 5 Business Days of the date of the written request.

8. NON-EXTINGUISHMENT PRINCIPLE

8.1 The Parties acknowledge and agree that the Non-Extinguishment Principle applies to the Future Acts described in clauses 7.2 to 7.6.

8.2 The Parties agree that the rights and obligations of the Parties under this Agreement will continue beyond the determination of the Native Title Claim and none of the provisions of this Agreement (including those regarding renewal and assignment) can be altered by a determination of Native Title in favour of the Native Title Group.

8.3 The Native Title Parties on their own behalf and on behalf of The Native Title Group agree that no claims will be made against a Grantee Party:

- (a) based on any contended Native Title rights to the minerals in the Area; or
- (b) based on a contention of any entitlement to a proportion of any such minerals taken by the Grantee Party.

9. REGISTRATION BY THE NATIVE TITLE REGISTRAR

- 9.1 The State is authorised on behalf of the Parties to apply to the Native Title Registrar for the Agreement to be registered and entered on the Register.
- 9.2 All Parties must take any steps necessary to aid the registration of this Agreement as an Indigenous Land Use Agreement under the NTA.
- 9.3 If the Land Council is satisfied that the requirements of section 203BE(5) of the NTA are met then the Land Council must provide, within 10 Business Days of the authorisation, the written statement and reasons referred to in section 203BE(1)(b) of the NTA for the purposes of section 24CG(3)(a) of the NTA.

10. NOMINATED BODY

- 10.1 As soon as practicable after the Commencement Date the Native Title Parties must:
- (a) establish the Nominated Body (if there is no Nominated Body at the Commencement Date); and
 - (b) notify the Mining Registrar on behalf of the State in writing of the name and address of the Nominated Body.

11. COMPENSATION PAYMENT TO THE NATIVE TITLE GROUP

- 11.1 The Grantee Party must pay the relevant amounts as set out in Schedule 7 to the Mining Registrar on behalf of the State to be held in a suspense account on behalf of the Native Title Group and Native Title Holders.
- 11.2 Subject to clause 11.3, the Native Title Parties on their own behalf and on behalf of the Native Title Groups irrevocably direct the Mining Registrar on behalf of the State to pay all amounts received and held by the State under clause 11.1 to the Nominated Body.
- 11.3 Every 3 Months after the Commencement Date the Mining Registrar on behalf of the State must:
- (a) pay to the Nominated Body all money received and held by the Mining Registrar under clause 11.1; and
 - (b) provide the Nominated Body a statement showing details of the individual amounts received by the Mining Registrar under clause 11.1.

12. REVIEW OF COMPENSATION PAYMENT

- 12.1 The amounts payable under clause 11.1 as set out in Schedule 7 will be reviewed every 1 July (“**Relevant Date**”) and re-calculated by reference to an amount determined under the following formula:

$$A = \frac{(B \times C)}{D}$$

where:

‘A’ means the amount payable for the grant of an Exploration Interest or Mining Interest in the 12 Month period on and from the Relevant Date;

‘B’ means the amount payable for the grant of an Exploration Interest or Mining Interest in the 12 Month period immediately preceding the Relevant Date;

‘C’ means the CPI Number for the quarter immediately preceding the Relevant Date; and

‘D’ means the CPI Number for the quarter immediately proceeding the date which is one year before the Relevant Date.

- 12.2 If a review under clause 12.1 results in a decrease in an amount payable under clause 11.1 as set out in Schedule 7 the amount payable for the grant of an Exploration Interest or Mining Interest in the 12 Months immediately preceding the Relevant Date will continue to apply.

13. SATISFACTION OF COMPENSATION ENTITLEMENTS UNDER THE NTA

- 13.1 The Native Title Parties on their own behalf and on behalf of the Native Title Group agree that any amounts paid by the Grantee Party under clause 11.1 are in full and final satisfaction of any Compensation Entitlement or any other right or entitlement, whether monetary or otherwise, to compensation under any law for the effect on Native Title Rights and Interests of:

- (a) the grant of an Exploration Interest or Mining Interest in accordance with this Agreement;
- (b) the renewal of an Exploration Interest or Mining Interest granted in accordance with this Agreement; and
- (c) the exercise of rights or discharge of obligations under the interests referred to in clauses 13.1(a) and 13.1(b).

- 13.2 The Native Title Parties on their own behalf and on behalf of the Native Title Group acknowledge that any amounts payable under clause 11.1 are held by the Nominated Body for all members of the Native Title Group and any other persons who hold Native Title Rights and Interests in relation to the Area including Native Title Holders.

14. DELAY IN ESTABLISHING NOMINATED BODY

- 14.1 Notwithstanding clause 11.2 the Mining Registrar on behalf of the State is not required to pay any amount under clause 11.2 to the Nominated Body until the State has received notice of the Nominated Body in accordance with clause 10.

15. NATIVE TITLE CONDITIONS

15.1 If the Native Title Parties consider that a Grantee Party is not complying with the Native Title Conditions, the Native Title Parties:

- (a) may make a written request to the Mining Registrar to arrange for a conference under the MRA to be held in respect of that alleged non-compliance; and
- (b) may make submissions to the Mining Registrar in support of the written request; and
- (c) must provide a copy of such written request and any submissions to the Grantee Party within 5 Business Days of the date of the request.

15.2 As a result of the request under clause 15.1 (or otherwise) the Mining Registrar:

- (a) may take appropriate enforcement action under the MRA, and advise the Native Title Parties and the Grantee Party of the decision not to convene a conference and the reasons for not doing so; or
- (b) may convene a conference under the MRA.

15.3 If the Mining Registrar convenes a conference under clause 15.2(b)

- (a) the Native Title Parties and the Grantee Party must attend that conference; and
- (b) the Native Title Parties may make a further written submission to the Mining Registrar in support of their written request under clause 15.1(a).

15.4 The Native Title Parties agree that they must not enter any part of a Permit Area or Mining Area:

- (a) where there are signs placed reasonably by the Grantee Party warning of health or safety hazards;
- (b) within 100 metres of where plant and equipment is located; or
- (c) within 100 metres of where activities permitted under an Exploration Interest or a Mining Interest are being undertaken; or
- (d) within such other lesser or greater distances from such hazards, plant, equipment or activities as reasonably directed by the Operator or Site Senior Executive from time to time.

15.5 Subject to clause 15.4 the Grantee Party will not object to members of the Native Title Group exercising Native Title Rights and Interests in relation to the Permit Area or Mining Area under Law.

16. AMENDMENT OF CONDITIONS OF EXPLORATION INTEREST OR MINING INTEREST

16.1 If a Grantee Party requests an amendment to the conditions of an Exploration Interest or a Mining Interest (other than the Native Title Conditions or the Environmental Compliance Codes), the Grantee Party must:

- (a) notify the Native Title Parties in writing of the requested amendment; and
- (b) provide a copy of the request to the Native Title Parties; and
- (c) provide a copy of the notice given in accordance with clause 16.1(a) to the Mining Registrar.

16.2 In the case of an amendment referred to in clause 16.1, the Native Title Parties may, within 20 Business Days of receiving the notice referred to in clause 16.1, make a submission in writing to the Mining Registrar on behalf of the State in relation to the proposed amendment.

17. NATIVE TITLE CLAIM

17.1 If the Grantee Party's only interest in the area subject to the Native Title Claim is an Exploration Interest or a Mining Interest granted in reliance on this Agreement the Grantee Party agrees that:

- (a) it will not apply to become a party to the Native Title Claim; or
- (b) if it is already a party to the Native Title Claim, it will withdraw as a party within 30 Business Days of the grant of an Exploration Interest or a Mining Interest in reliance on this Agreement.

17.2 Nothing in this Agreement or anything done pursuant to its terms or conditions is intended to or will be either an acknowledgement or denial that Native Title exists or existed in respect of all or any part of the Area.

18. TERMINATION

18.1 The Parties agree that a breach of this Agreement by any Party will not give any Party a right to elect to terminate the Agreement, but any Party may exercise any other remedy available to it in respect of such breach.

19. RESOLUTION OF DISPUTES

19.1 In the event of a dispute arising under this Agreement where a dispute resolution process is not otherwise expressly provided for ("**Dispute**") this clause will apply to the Dispute.

19.2 Any Party claiming that a Dispute has arisen must give a written notice to the other Parties providing full details of the Dispute ("**Dispute Notice**").

- 19.3 The Parties must meet or have a telephone conference within 5 Business Days of receipt of the Dispute Notice and negotiate in good faith to resolve the Dispute.
- 19.4 If the Dispute is not resolved by the Parties within 10 Business Days of the receipt of the Dispute Notice then any Party may refer the Dispute to mediation. In the event that the Parties cannot agree on a person to conduct the mediation the mediation is to be conducted by the LRT.
- 19.5 If the Dispute is not resolved within 15 Business Days from the commencement of the mediation referred to in clause 19.4 then the Parties may take such other lawful action as they see fit to resolve the Dispute.
- 19.6 Each Party must pay its own costs of dispute resolution.

20. CONFIDENTIALITY

20.1 The following information is Confidential Information:

- (a) all anthropological and ethnographic information and information concerning indigenous law and custom, cultural heritage and areas of traditional significance relating to the Native Title Group; and
- (b) commercial information of a confidential nature relating to business and financial activity of a Grantee Party, including but not limited to information contained in the Application, information regarding production levels and production values and theories of mineral occurrence and mineral discoveries,

which is received or acquired in writing, orally or through observation, and is identified in writing as being confidential.

20.2 The Parties acknowledge that this Agreement is not Confidential Information.

20.3 Each Party undertakes not to disclose Confidential Information without the written consent of each of the Parties unless:

- (a) required by law; or
- (b) it is or becomes public knowledge (other than in breach of this Agreement); or
- (c) it was received from another person having the unrestricted legal right to disclose the information; or
- (d) it is disclosed to the Parties' accountants, financiers, financial institutions, legal advisers, auditors, proposed Assignees or employees on their undertaking to keep the information confidential in accordance with this Agreement.

20.4 Ownership of intellectual property in Inspection Reports remains with the Native Title Group. The Grantee Party and the Mining Registrar will only have rights to use the Inspection Report for the purposes of Mining Activities in the Area and purposes identified in this Agreement.

21. GST

- 21.1 If any Supply made under this Agreement is subject to GST, the Recipient must pay to the Supplier, in respect of that Supply, an amount sufficient to ensure that, after payment of the GST to the Australian Tax Office, the Supplier retains the amount that the Supplier would have received had GST not been payable, or such lesser amount as the Supplier may charge for the Supply having regard to s75AU of the *Trade Practices Act 1974* (Cth) and any corresponding State Law.
- 21.2 Subject to clause 21.3 the Recipient must pay any amount payable under clause 21.1 on the same date as payment must be made for the Supply giving rise to the liability for GST.
- 21.3 Despite any other provision of this Agreement, a Recipient need not make a payment under clause 21.2 until the Supplier has given the Recipient a Tax Invoice for that payment stating the amount of GST paid or payable by the Supplier in respect of the Supply to which the Tax Invoice relates.

22. ASSIGNMENT

- 22.1 A Grantee Party that is a Small Miner may assign their interest under this Agreement if:
- (a) the proposed assignee ("**Assignee**") executes a deed in the form annexed in Schedule 9 ("**Deed of Assumption for Small Miner**"); and
 - (b) the Grantee Party provides a copy of the executed Deed of Assumption for Small Miner to:
 - (i) the Native Title Parties; and
 - (ii) the Mining Registrar;within 20 Business Days of the date of execution of the Deed of Assumption for Small Miner by the Assignee.
- 22.2 A Grantee party that is not a Small Miner may assign their interest under this Agreement if:
- (a) the Assignee executes a deed in the form annexed in Schedule 10 ("**Deed of Assumption for Non Small Miner**"); and
 - (b) the Grantee Party provides a copy of the executed Deed of Assumption for Non Small Miner to:
 - (i) the Native Title Parties by registered post; and
 - (ii) the Mining Registrar;within 20 Business Days of the date of execution of the Deed of Assumption for Non-Small Miner by the Assignee.

22.3 The Grantee Party acknowledges that it will remain liable for a breach of this Agreement committed prior to the Date of Assignment.

22.4 The Native Title Parties agree that if:

- (a) clause 22.2 applies; and
- (b) they are provided with a copy of a Deed of Assumption for Non Small Miner by an Assignee in accordance with clause 22.2(a)

they will

- (c) be bound by the Deed of Assumption for Non Small Miner; and
- (d) negotiate in good faith with the Assignee to reach agreement in relation to the matters described in clause 4 of the Deed of Assumption for Non-Small Miner in accordance with the process set out in the said clause.

22.5 The Native Title Parties agree that if the Assignee and the Native Title Parties are unable to reach agreement in relation to the matters described in clause 4 of the Deed of Assumption for Non Small Miner ("**Dispute**"), then either the Native Title Parties or the Assignee may refer the matter to the LRT for mediation or for a decision in accordance with the process set out in clause 4 of the Deed of Assumption for Non Small Miner. The rights, duties, obligations and benefits assigned under Schedule 9 or Schedule 10 of this ILUA are only effective upon approval of an assignment of an Exploration Interest or Mining Interest described under Schedule 9 or Schedule 10.

23. ENVIRONMENTAL COMPLIANCE CODES

23.1 The Grantee Party must comply with the applicable Environmental Compliance Code.

23.2 Before a Grantee Party requests an additional condition to the Environmental Compliance Code the Grantee Party must:

- (a) notify the Native Title Parties in writing of the additional condition and request the Native Title Parties to comment in 10 Business Days; and
- (b) if no comment under clause 23.2(a) is received then the request at clause 23.2 may proceed.
- (c) provide any comments received from the Native Title Parties pursuant to clause 23.2(a) to the EPA when requesting the additional condition.

24. REHABILITATION

24.1 The Grantee Party must comply with laws of the Commonwealth and the State relating to the protection of the environment and rehabilitation of the Permit Area or Mining Area.

24.2 The Grantee Party must rehabilitate the Permit Area or Mining Area to the standard in accordance with the *Environmental Protection Act 1994* (Qld).

25. NON-COMPLIANCE WITH CLAUSES 23 AND 24

- 25.1 Notwithstanding any other provision of this Agreement, if a Party considers that the Grantee Party is not complying with its obligations in clauses 23 and 24 of this Agreement, that Party may take action in accordance with the *Environmental Protection Act 1994* (Qld) in relation to such non-compliance.

26. FORCE MAJEURE

- 26.1 If a Party is unable to wholly or in part perform any obligation (other than an obligation to pay money) under this Agreement as a result of a Force Majeure Event, that Party must give notice to the other Parties of that Force Majeure Event outlining reasonably full particulars of the Force Majeure Event, in which case the obligation is suspended so far as the Party's ability to perform it is affected by that Force Majeure Event for the duration of the Force Majeure Event.

27. NOTICE

- 27.1 Any Party wishing to give notice for any purpose under this Agreement must do so in the following manner, unless another manner is expressly provided for:

- (a) by notice in writing directed to the recipient's Address for Service; or
- (b) hand delivered or sent by prepaid post or facsimile to the Address for Service

- 27.2 A notice given in accordance with clause 27.1 is taken to be received if:

- (a) hand delivered, on delivery;
- (b) sent by prepaid post, three Business Days after the date of posting; and
- (c) sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the total number of pages of the notice unless, within 8 Business Hours after that transmission, the recipient informs the sender that it has not received the entire notice.

- 27.3 A Party must within 10 Business Days inform the other Parties of any change of address to the Address for Service.

- 27.4 Any change notified under clause 27.3 will become the Address for Service for that Party.

28. JOINT AND SEVERAL LIABILITY

- 28.1 If a Party comprises two or more persons, the provisions of this Agreement bind those persons jointly and severally.
- 28.2 If a provision of this Agreement binds two or more Parties, that provision binds those Parties jointly and severally.

29. STATE'S DECISION-MAKING

29.1 Despite anything contained in this Agreement, there shall be no obligation upon the State, when considering any applications made by any person under:

- (a) the MRA; or
- (b) any other Law,

to ensure that the Native Title Parties or the Grantee Party have complied with their obligations under this Agreement, or to refuse any application on the basis that the Native Title Parties or the Grantee Party have not complied with their obligations under this Agreement.

29.2 This Agreement is made subject to the provisions of relevant Law; in particular, but not limited to:

- (a) the MRA;
- (b) the *Environmental Protection Act 1994*; and
- (c) the NTA;
- (d) the *Cultural Record (Landscapes Queensland and Queensland Estate) Act 1987*; and
- (e) any Law that provides effective recognition, protection and conservation of Aboriginal cultural heritage based on respect for Aboriginal knowledge, culture and traditional practices.

29.3 Nothing in this Agreement shall fetter, act as an estoppel or an agreement in any way about the exercise of discretion, the making of a decision or the making of subordinate legislation under any Law by the State and its representatives and officers.

30. GENERAL

30.1 This Agreement does not create a relationship of employment, agency or partnership between the Parties.

30.2 If part or all of any provision of this Agreement is illegal or unenforceable, that part may be severed from this Agreement and the remaining provisions of this Agreement continue in force.

30.3 A right under this Agreement will only be waived where that waiver is in writing and is signed by the Party whose right is waived.

30.4 Each Party must use its best efforts to do all things necessary to give effect to this Agreement and refrain from doing anything that could hinder the performance of this Agreement.

30.5 This Agreement may be executed in any number of counterparts.

30.6 This Agreement must only be altered in writing signed by all Parties but such an amendment would not come into effect until the amended ILUA is registered by the National Native Title Tribunal and the original ILUA is deregistered.

30.7 Each Party will bear its own cost of preparing and executing this Agreement.

30.8 This Agreement will be governed by the laws of Queensland and each Party submits to the non-exclusive jurisdiction of the courts of Queensland.

30.9 This Agreement is the entire agreement between the Parties in respect of its subject matter.

EXECUTED AS A DEED.

SIGNED SEALED AND DELIVERED by)
James Archer for himself and on behalf of the)
Djungan People this day of 20)

in the presence of)
.....)
(signature of witness))

.....)
(print name of witness))

.....)
(address of witness))

.....)
(signature)

SIGNED SEALED AND DELIVERED by)
Walter Richards Snr for himself and on behalf of)
the Djungan People this day of 20)

in the presence of)
.....)
(signature of witness))

.....)
(print name of witness))

.....)
(address of witness))

.....)
(signature)

SIGNED SEALED AND DELIVERED by)
Kenneth Jackson for himself and on behalf of the)
Djungan People this day of 20)

in the presence of)
.....)
(signature of witness))


.....)
(print name of witness))

.....)
(address of witness))

.....)
(signature)


SIGNED SEALED AND DELIVERED by)
Vincent Wason for himself and on behalf of the)
Djungan People this 18th day of DECEMBER 2003)

in the presence of)


.....)
(signature of witness))

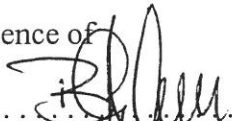
.....)
BARRY GEORGE WASON)
.....)
(print name of witness))

.....)
61 ANDERSON ST CAIRNS)
.....)
(address of witness))


.....)
(signature))

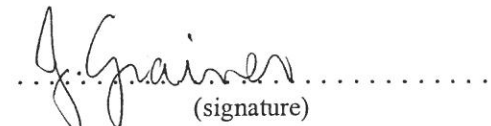
SIGNED SEALED AND DELIVERED by John)
Grainer for himself and on behalf of the Djungan)
People this day of 20)

in the presence of)


.....)
(signature of witness))

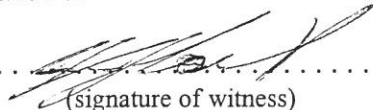
.....)
BARRY GEORGE WASON)
.....)
(print name of witness))

.....)
NORTH QUEENSLAND LAND COUNCIL)
.....)
(address of witness))


.....)
(signature))


SIGNED SEALED AND DELIVERED by)
Maxwell Underwood for himself and on behalf of)
the Djungan People this day of 20)

in the presence of)


.....)
(signature of witness))

.....)
JOHN JASON CLARK)
.....)
(print name of witness))

.....)
91111 STREET MANUNDA CAIRNS 4870)
.....)
(address of witness))


.....)
(signature))

SIGNED SEALED AND DELIVERED by)
Andrew Garrett for himself and on behalf of the)
Djungan People this 4 day of December 2003)

in the presence of)

.....)
(signature of witness))

M. E. E. DORE-)
.....)
(print name of witness))

61 Anderson St Cairns)
.....)
(address of witness))

x. Andrew V. Garrett.....)
(signature)

SIGNED SEALED AND DELIVERED by)
Desmond Grainer for himself and on behalf of the)
Djungan People this 4th day of December 2003)

in the presence of)

.....)
(signature of witness))

M. E. E. DORE-)
.....)
(print name of witness))

61 Anderson St Cairns)
.....)
(address of witness))

x. Desmond Grainer.....)
(signature)

SIGNED SEALED AND DELIVERED by)
Charles James Archer for himself and on behalf)
of the Djungan People this day of 20)

in the presence of)

.....)
(signature of witness))

.....)
(print name of witness))

.....)
(address of witness))

.....)
(signature)

SIGNED SEALED AND DELIVERED by)
George Alexander Archer for himself and on)
behalf of the Djungan People this day of)
20)

in the presence of)

.....)
(signature of witness))

Barry George Warrus)
(print name of witness))

North Queensland Land Council)
(address of witness))

.....)
(signature))

SIGNED SEALED AND DELIVERED by)
Rodney Riley for himself and on behalf of the)
Djungan People this day of 20)

in the presence of)

.....)
(signature of witness))

.....)
(print name of witness))

.....)
(address of witness))

.....)
(signature))

SIGNED SEALED AND DELIVERED by)
Samuel Wilson for himself and on behalf of the)
Djungan People this day of 20)

in the presence of)

.....)
(signature of witness))

.....)
(print name of witness))

.....)
(address of witness))

.....)
(signature))

THE COMMON SEAL of the North
Queensland Land Council Native Title
Representative Body Aboriginal Corporation
was hereto affixed by authority of the
Management Committee in accordance with the
Constitution and signed

by VICTOR ROY MAUND
(full name)

[Signature]
(signature)

a member of the Management Committee and
countersigned

by Elizabeth T. Morgan
(full name)

[Signature]
(signature)

the Secretary/a member of the Management
Committee

by CATHERINE JOSEPH
(full name)

[Signature]
(signature)

SIGNED for and on behalf of North Queensland
Miners Association Incorporated by
this 17 day of December 2003
and signed

by RAUL DELACAY
(full name)

the President and countersigned

by Terence David EDWARDS
(full name)

the Secretary (Acting)

[Signature]
(signature)

[Signature]
(signature)



SCHEDULE 1

EXTERNAL BOUNDARY DESCRIPTION

Commencing at the junction of the Walsh River and Cattle Creek at co-ordinate 145.253571 °E, 17.133289 °S;

thence by the centre of the Walsh River generally westerly and north-westerly to the junction of the Walsh River and Doolan Creek at co-ordinate 144.477585 °E, 17.015936 °S;

thence by the centre of Doolan Creek, generally north-easterly to the intersection of Doolan Creek and an unnamed creek at co-ordinate 144.528888 °E, 16.981944 °S

thence generally northerly along this creek to a point at co-ordinate 144.529166 °E, 16.921111 °S;

thence by a line generally in a north westerly direction to a point on an unnamed creek at co-ordinate 144.524166 °E, 16.918611 °S

thence along this creek generally in a northerly direction to the intersection of this creek and Elizabeth Creek

thence along Elizabeth Creek generally in a west north-westerly direction to a point at co-ordinate 144.524166 °E, 16.918611 °S

thence by a line generally in a northerly direction to a point on an unnamed creek at co-ordinate 144.520277 °E, 16.861388 °S

thence along this creek in generally a northerly direction to the intersection of this creek and Big Watson Creek

thence following the centreline of Big Watson Creek in a generally northerly direction to the intersection of Big Watson Creek and the Mitchell River.

thence in a generally easterly direction along the left (Southern bank) of the Mitchell River to the intersection of the McLeod River and continuing easterly to the intersection of the Mitchell River and the Pocket River

thence in a generally southerly direction along the Pocket River to a creek junction at co-ordinate 145.148611 °E, 16.628055 °S

thence by a line generally southerly to a point at co-ordinate 145.147500 °E, 16.636111 °S

thence by a line generally southerly to a point at co-ordinate 145.147777 °E, 16.659166 °S

thence by a line generally to the northernmost intersection of Native Title Claim Q6035/01 and Q6036/01 at co-ordinate 145.150833 °E, 16.649722 °S

thence in a generally southerly direction along the boundary of Q6035/01 and QG6023/98 continuing along the eastern boundary of QG6023/98 to co-ordinate 145.173333 °E, 16.764444 °S

thence by a line generally south westerly to a point at co-ordinate 145.173888 °E, 16.767500 °S

thence by a line generally south westerly to a point at co-ordinate 145.173333 °E, 16.769722 °S

thence by a line generally south westerly to a point at co-ordinate 145.171388 °E, 16.771944 °S

thence by a line generally south westerly to a point at co-ordinate 145.168888 °E, 16.774166 °S

thence by a line generally south westerly to a point at co-ordinate 145.160555 °E, 16.779166 °S

thence to a point on the northernmost point of Native Title Claim QG6208/98 (as registered at 24 May 2000)

thence generally south westerly along the boundary of QG6208/98 to the westernmost point of QG6208/98

thence generally in a south easterly direction along the boundary of QG6208/98 to a point at co-ordinate 145.185277 °E, 16.880833 °S

thence by a line to a point at co-ordinate 145.185555 °E, 16.885555 °S

SIGNED for and on behalf of the **STATE OF**
QUEENSLAND acting through the Department
of

by Stephen Robertson
(name of person)

the Minister, N. R. & V.
(position)

a person duly authorised to act on this behalf,

this 17th day of Mar 2004

in the presence of

+ [Signature]
(signature of witness)

PAUL INCHES
(print name of witness)

1/12 DORSET ST. ASHGROVE
(address of witness)

X [Signature]
(signature)

thence by a line to a point at co-ordinate 145.186111°E, 16.887222°S
thence by a line to a point at co-ordinate 145.190833°E, 16.893055°S
thence by a line to a point at co-ordinate 145.192375°E, 16.896213°S
thence by a line to a point at co-ordinate 145.192866°E, 16.898866°S
thence by a line to a point at co-ordinate 145.192500°E, 16.906944°S
thence by a line to a point at co-ordinate 145.192777°E, 16.908888°S
thence by a line to a point at co-ordinate 145.192947°E, 16.908983°S
thence by a line to a point at co-ordinate 145.194597°E, 16.913358°S
thence by a line to a point at co-ordinate 145.196463°E, 16.919241°S
thence by a line to a point at co-ordinate 145.201127°E, 16.929858°S
thence by a line to a point at co-ordinate 145.205716°E, 16.938036°S
thence by a line to a point at co-ordinate 145.208227°E, 16.941625°S
thence by a line to a point at co-ordinate 145.208586°E, 16.943202°S
thence by a line to a track at longitude 145.209950°E
thence by this track in a generally south-easterly and southerly direction to a point at co-ordinate 145.242950°E, 16.978713°S
thence by a line to a point at co-ordinate 145.247613°E, 16.979572°S
thence by a line to a point at co-ordinate 145.253208°E, 16.995886°S
thence by a line to a point at co-ordinate 145.256508°E, 16.994783°S
thence by a line to a point at the on Cattle Creek at co-ordinate 145.257225°E, 16.998800°S
thence by Cattle Creek in a generally south south westerly direction to the start point at the intersection of Cattle Creek and the Walsh River

DATUM AGD66

Note! Co-ordinates listed above have been calculated by the Department of Natural Resources and Mines' MERLIN GIS System from ILUA boundaries digitised at 1:100000 scale. Source data on boundaries was provided on 1:25000 Topographic maps by the North Queensland Land Council. Coordinates should be regarded as approximate only.

SCHEDULE 2

MAP OF AREA



**NORTH QUEENSLAND
SMALL SCALE MINING ILUA AREA
DJUNGAN PEOPLE**



DJUNGAN ILUA

[illegible]

SCHEDULE 3

NATIVE TITLE CONDITIONS FOR PROSPECTING PERMITS

1. COMPLIANCE WITH NATIVE TITLE CONDITIONS

- 1.1 The Grantee Party may only undertake Prospecting Activities in the Permit Area when the Grantee Party has complied with the conditions set out in this schedule.
- 1.2 A reference in these conditions to a Prospecting Permit for Pegging Purposes only, includes a reference to a Prospecting Permit which the Grantee Party intends to use only for Pegging Purposes.

2. NOTICE

- 2.1 A Grantee Party who holds a Prospecting Permit, other than a Prospecting Permit granted for Pegging Purposes only, must give notice no later than 5 Business Days of being granted a Prospecting Permit to:

- (a) the Native Title Parties;
- (b) the Land Council; and
- (c) the Mining Registrar;

of the Prospecting Activities the Grantee Party intends to undertake in the Proposed Work Area.

- 2.2 The notice referred to in clause 2.1 must include:

- (a) a copy of the Prospecting Permit and copy of an executed deed in the form annexed in Schedule 8;
- (b) the name of the Grantee Party and if the Grantee Party is not a person, the name of a person who is the authorised representative of the Grantee Party;
- (c) the street address of the Grantee Party and where available, a facsimile number and telephone number for the Grantee Party;
- (d) details of the Prospecting Activities which the Grantee Party intends to undertake in the Proposed Work Area;
- (e) a topographical map showing the location of the Permit Area and Proposed Work Area;
- (f) a description of any landmarks or features which will assist the Native Title Parties to locate the Permit Area and Proposed Work Area;
- (g) details of any other matter which may assist the Native Title Parties to understand the impact of the Prospecting Activities on the Proposed Work Area;

- (h) a statement that the Native Title Parties can respond to the notice by stating that:
 - (i) the Grantee Party can only undertake the Prospecting Activities identified in the notice subject to the recommendations of an Inspection Report which will be prepared:
 - A. without an Inspection of the Proposed Work Area; or
 - B. following an Inspection of the Proposed Work Area; or
 - (ii) the Grantee Party can undertake the Prospecting Activities referred to in the notice; and
 - (iii) a statement that if the Native Title Parties do not respond within 7 Business Days of receipt of the notice the Grantee Party is entitled to undertake the Prospecting Activities referred to in the notice.

2.3 The notice referred to in clause 2.1 must contain:

- (a) the name and postal address of the Grantee Party;
- (b) a statement that the Prospecting Permit has been granted or is intended to be used for Pegging Purposes only; and
- (c) a statement that the Grantee Party is entitled to undertake the Pegging Activities on delivery of the notice.

2.4 Once a Grantee Party who holds a Prospecting Permit granted for Pegging Purposes only has complied with clause 2.2 and clause 2.3 the Grantee Party may undertake Pegging Activities in the Permit Area.

2.5 The notice referred to in clause 2.1 must be accompanied by a copy of the receipt of the Mining Registrar for the amount required to be paid by the Grantee Party under clause 11 of the Agreement.

3. NATIVE TITLE PARTIES' RESPONSE TO NOTICE

3.1 Within 7 Business Days of the receipt of a notice given under clause 2.1 the Native Title Parties must notify the Grantee Party:

- (a) that the Grantee Party can only undertake the Prospecting Activities referred to in the notice given in accordance with clause 2.1 subject to the recommendations of an Inspection Report, once it is received by the Grantee Party, which will be prepared:
 - (i) without an Inspection of the Proposed Work Area; or
 - (ii) following an Inspection of the Proposed Work Area; or
- (b) that the Grantee Party can undertake the Prospecting Activities referred to in the notice given in accordance with clause 2.1

- 3.2 The Native Title Parties must notify the Mining Registrar within 20 Business Days of receipt of a notice given under clause 2.1 if an Inspection of the Proposed Work Area is required.
- 3.3 If the Native Title Parties do not respond to a notice given under clause 2.1 within 7 Business Days of receipt of that notice the Native Title Parties will be deemed to have given a notice under clause 3.1(b).
- 3.4 If the Native Title Parties give notice under clause 3.1(a)(ii) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) must attend a preliminary meeting (by telephone if necessary) within 10 Business Days of the receipt of the notice under clause 3.1(a)(ii) for the purpose of discussing the inspection unless the Native Title Parties (or their nominees) notify the Grantee Party that a preliminary meeting is not necessary.
- 3.5 At the preliminary meeting:
- (a) the Grantee Party (or their nominees) must explain the information contained in the notice referred to in clause 2.1 and answer questions about it;
 - (b) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) may make arrangements for the conduct of the Inspection in accordance with clause 4;
 - (c) the Grantee Party (or their nominees) must participate in discussion and answer any questions about other matters that may be raised by the Native Title Parties (or their nominees) to enable them to understand the impact that the Mining Activities are likely to have on the land and waters within the Proposed Work Area.

4. INSPECTION

- 4.1 If the Native Title Parties notify the Grantee Party under clause 3.1(a)(ii) that an Inspection is required the Native Title Parties must:
- (a) subject to clause 4.2 arrange for an Inspection of the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1 to be completed by the Inspection Team within 20 Business Days of the receipt of the notice under clause 2.1;
 - (b) prior to the Inspection, advise the Grantee Party and the Mining Registrar of the numbers of the Inspection Team and the date and estimated duration of the Inspection; and
 - (c) following completion of the Inspection notify the Grantee Party and the Mining Registrar that the Inspection has been completed.
- 4.2 The Inspection Team must comprise representatives of the Native Title Group, nominated by the Native Title Parties, who according to traditions and customs have an affiliation with and ability to speak for the Permit Area.

- 4.3 If requested by the Native Title Parties, a representative from the Land Council may accompany the Inspection Team on the Inspection.
- 4.4 The Inspection Team is authorised by the Native Title Parties to conduct the Inspection and produce the Inspection Report.

5. THE INSPECTION REPORT

- 5.1 The Native Title Parties must prepare a report about the Inspection in accordance with clause 5.2 ("**Inspection Report**")
- 5.2 The Inspection Report must contain:
- (a) a statement as to whether the Proposed Work Area contains any Exclusion Zones;
 - (b) topographical maps and Global Positioning System Coordinates for any Exclusion Zones identified by the Inspection Team;
 - (c) recommendations for the protection and management of any Exclusion Zones; and
 - (d) a statement signed by the Inspection Team members or the Native Title Group's legal representative for and on behalf of the Native Title Group that the Inspection was completed to their satisfaction and that the Inspection Report is correct.
- 5.3 The Native Title Parties must provide the Grantee Party and the Mining Registrar with a copy of the Inspection Report within 20 Business Days from the date of the notice under clause 2.1.
- 5.4 If an Inspection Report is not provided in accordance with clause 5.3, all Parties may assume that no Inspection is required and the Native Title Parties will be deemed to have given notice under clause 3.1(b).

6. ACCEPTANCE OF INSPECTION REPORT

- 6.1 If the Grantee Party accepts the recommendations contained in the Inspection Report ("**Recommendations**") the Grantee Party must notify the Native Title Parties and the Mining Registrar on behalf of the State of its acceptance of the Recommendations within 3 Business Days of receipt of the Inspection Report.
- 6.2 If a notification under clause 6.1 is not received by the Native Title Parties in 3 Business Days, then the Inspection Report will be deemed to be accepted.
- 6.3 After 5 Business Days from giving notice under clause 6.1 or satisfaction of clause 6.2 the Grantee Party may undertake the Prospecting Activities in the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1 subject to complying with the Recommendations.

7. DISPUTE RESOLUTION

- 7.1 If the Grantee Party does not accept the Recommendations (“**Recommendation Dispute**”) the Grantee Party must give written notice to the Native Title Parties and the Mining Registrar of the Recommendation Dispute providing details of the Recommendations that are not acceptable and the reason for rejecting them and any alternative it proposes (“**Recommendation Dispute Notice**”) within 3 Business Days of receipt of the Inspection Report.
- 7.2 The Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must meet or have a telephone conference within 3 Business Days of receipt of the Recommendation Dispute Notice and attempt to resolve the Recommendation Dispute.
- 7.3 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) do not resolve the Recommendation Dispute within 3 Business Days of the receipt of the Recommendation Dispute Notice either party may refer the Recommendation Dispute to the Mining Registrar for mediation.
- 7.4 If the Recommendation Dispute is referred to the Mining Registrar for mediation the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must attend the mediation and attempt to resolve the Recommendation Dispute.
- 7.5 If an agreement is reached under clause 7.2 or clause 7.4 the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must record the agreement in writing, sign it, and the Grantee Party must lodge it with the Mining Registrar.
- 7.6 If the Recommendation Dispute is not resolved within 3 Business Days after it is referred to the Mining Registrar, either party may refer the Recommendation Dispute to LRT for a decision.
- 7.7 If an agreement is reached under clause 7.2 or clause 7.4 or a decision is made by LRT under clause 7.6 the Grantee Party may undertake the Prospecting Activities identified by the Grantee Party in the notice given under clause 2.1 subject to complying with the agreement lodged with the Mining Registrar under clause 7.5 or the decision of LRT under clause 7.6.

8. CULTURAL HERITAGE FINDS

- 8.1 The Native Title Parties assert that the protection of cultural heritage is of primary importance.
- 8.2 If the Grantee Party locates a Cultural Heritage Find the Grantee Party must immediately:
 - (a) take all reasonable steps to protect and preserve the Cultural Heritage Find; and
 - (b) give notice to the Native Title Parties, the Land Council and the Mining Registrar of the Cultural Heritage Find (“**Cultural Heritage Notice**”).

- 8.3 The Native Title Parties and the Grantee Party must meet or have a telephone conference within 7 Business Days of receipt of the Cultural Heritage Notice to resolve what should be done in relation to the Cultural Heritage Find.
- 8.4 If the Native Title Parties and the Grantee Party do not resolve what should be done in relation to the Cultural Heritage Find ("**Cultural Heritage Dispute**") within 10 Business Days of the receipt of the Cultural Heritage Notice either party may refer the Cultural Heritage Dispute to the Mining Registrar for mediation.
- 8.5 If the Cultural Heritage Dispute is referred to the Mining Registrar for mediation the Native Title Parties and the Grantee Party must attend the mediation and attempt to resolve the Cultural Heritage Dispute.
- 8.6 The Mining Registrar may in the course of mediation, recommend actions that could be taken by the Grantee Party to address the concerns of the Native Title Parties in relation to the Cultural Heritage Find.
- 8.7 If agreement is reached under clause 8.3 or clause 8.5 the Native Title Parties and the Grantee Party must record the agreement in writing, sign it and the Grantee Party must lodge it with the Mining Registrar.
- 8.8 If agreement is reached under clause 8.3 or clause 8.5 the Grantee Party may continue to undertake the Prospecting Activities subject to complying with the agreement lodged with the Mining Registrar under clause 8.7.
- 8.9 The Mining Registrar must within 20 Business Days of being notified of a Cultural Heritage Find (or such longer time as is agreed by the Land Council and the Mining Registrar) inspect the location of the Cultural Heritage Find to determine whether it has been protected from damage.
- 8.10 Nothing in this clause 8 limits a Party's rights to take any other action they deem necessary in relation to the Cultural Heritage Find.

SCHEDULE 4

NATIVE TITLE CONDITIONS FOR EXPLORATION PERMITS AND MINERAL DEVELOPMENT LICENCES

1. COMPLIANCE WITH NATIVE TITLE CONDITIONS

- 1.1 The Grantee Party must not undertake Reconnaissance Stage Activities or Target Investigation Stage Activities under an Exploration Permit or a Mineral Development Licence until the Grantee Party has complied with the conditions set out in this schedule.
- 1.2 Part A and part B of this schedule are subject to part D of this schedule.

PART A – RECONNAISSANCE STAGE ACTIVITIES

2. NOTICE OF RECONNAISSANCE STAGE ACTIVITIES

- 2.1 A Grantee Party who holds:

- (a) an Exploration Permit; or
- (b) Mineral Development Licence,

must give notice to the Native Title Parties, the Land Council and the Mining Registrar of the Reconnaissance Stage Activities the Grantee Party intends to undertake in the Proposed Work Area.

- 2.2 The notice referred to in clause 2.1 must include:

- (a) a copy of the Exploration Permit or Mineral Development Licence and a copy of an executed deed in the form annexed in Schedule 8;
- (b) the name of the Grantee Party and if the Grantee Party is not a person, the name of a person who is the authorised representative of the Grantee Party;
- (c) the street address of the Grantee Party and where available, a facsimile number and telephone number for the Grantee Party;
- (d) details of the Reconnaissance Stage Activities which the Grantee Party intends to undertake in the Proposed Work Area;
- (e) a topographical map showing the location of the Permit Area and Proposed Work Area;
- (f) a description of any landmarks or features which will assist the Native Title Parties to locate the Permit Area and Proposed Work Area;
- (g) details of any other matter which may assist the Native Title Parties to understand the impact of the Reconnaissance Stage Activities on the Proposed Work Area; and

- (h) a statement that the Native Title Parties can respond to the notice by stating that:
 - (i) the Grantee Party can only undertake the Reconnaissance Stage Activities identified in the notice subject to the recommendations of an Inspection Report which will be prepared:
 - A. without an Inspection of the Proposed Work Area; or
 - B. following an Inspection of the Proposed Work Area; or
 - (ii) the Grantee Party can undertake the Reconnaissance Stage Activities referred to in the notice; and
 - (i) a statement that if the Native Title Parties do not respond within 20 Business Days of receipt of the notice the Grantee Party is entitled to undertake the Reconnaissance Stage Activities referred to in the notice.
- 2.3 The notice referred to in clause 2.1 must be accompanied by a copy of the receipt of the Mining Registrar for the amount required to be paid by the Grantee Party under clause 11 of the Agreement.

3. NATIVE TITLE PARTIES' RESPONSE TO NOTICE

- 3.1 Within 20 Business Days of the receipt of a notice given under clause 2.1 the Native Title Parties must notify the Grantee Party:
- (a) that the Grantee Party can only undertake the Reconnaissance Stage Activities referred to in the notice given in accordance with clause 2.1 subject to the recommendations of an Inspection Report which will be prepared:
 - (i) without an Inspection of the Proposed Work Area; or
 - (ii) following an Inspection of the Proposed Work Area; or
 - (b) that the Grantee Party can undertake the Reconnaissance Stage Activities referred to in the notice given in accordance with clause 2.1.
- 3.2 The Native Title Parties must notify the Mining Registrar if an Inspection of the Proposed Work Area is required within 20 Business Days of receipt of a notice given under clause 2.1 if an inspection of the Proposed Work Area is required.
- 3.3 If the Native Title Parties do not respond to a notice given under clause 2.1 within 7 Business Days of receipt of that notice the Native Title Parties will be deemed to have given a notice under clause 3.1(b).
- 3.4 If the Native Title Parties give a notice under clause 3.1(a)(ii) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) must attend a preliminary meeting (by telephone if necessary) within 10 Business Days of the receipt of the notice under clause 3.1(a)(ii) for the purpose of discussing the inspection unless the Native Title Parties (or their nominees) notify the Grantee Party that a preliminary meeting is not necessary.

3.5 At the preliminary meeting:

- (a) the Grantee Party (or their nominees) must explain the information contained in the notice referred to in clause 2.1 and answer any questions about it;
- (b) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) may make arrangements for the conduct of the Inspection in accordance with clause 4;
- (c) the Grantee Party (or their nominees) must participate in discussion and answer any questions about other matters that may be raised by the Native Title Parties (or their nominees) to enable them to understand the impact that the Mining Activities are likely to have on the land and waters within the Proposed Work Area.

4. INSPECTION

4.1 If the Native Title Parties notify the Grantee Party under clause 3.1(a)(ii) that an Inspection is required the Native Title Parties must:

- (a) subject to clause 4.2 arrange for an Inspection of the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1 to be completed by the Inspection Team within 3 Months of the date on which notice was given under clause 3.1(a)(ii);
- (b) prior to the Inspection, advise the Grantee Party and the Mining Registrar of the numbers of the Inspection Team and the date and estimated duration of the Inspection; and
- (c) following completion of the Inspection notify the Grantee Party and the Mining Registrar that the Inspection has been completed.

4.2 Notwithstanding clause 4.1 the Native Title Parties are not required to arrange for an Inspection of Proposed Work Areas on more than one occasion every 3 months, in relation to notices issued under clause 3.1(a)(ii), in accordance with the following:

- (a) the Native Title Parties must compile all notices issued under clause 3.1(a)(ii) pursuant to this ILUA for any 3 month period ("Batched Inspection Notices"); and
- (b) the Native Title Parties must consult with:
 - (i) NR&M;
 - (ii) the Land Council; and
 - (iii) the NQMA,

in relation to Inspection of the Proposed Work Areas relating to each of the Batched Inspection Notices; and

- (c) following the consultation under clause 4.2(b), arrange for an Inspection of the Proposed Work Areas relating to each of the Batched Inspection Notices within 6 Months of receipt of the first Batched Inspection Notice.
- 4.3 The Inspection Team must comprise representatives of the Native Title Group, nominated by the Native Title Parties, who according to traditions and customs have an affiliation with and ability to speak for the Permit Area.
- 4.4 If requested by the Native Title Parties, a representative from the Land Council may accompany the Inspection Team on the Inspection.
- 4.5 The Inspection Team is authorised by the Native Title Parties to conduct the Inspection and produce the Inspection Report.

5. THE INSPECTION REPORT

- 5.1 The Native Title Parties must prepare a report about the Inspection in accordance with clause 5.2 ("**Inspection Report**").
- 5.2 The Inspection Report must contain:
 - (a) a statement as to whether the Proposed Work Area contains any Exclusion Zones;
 - (b) topographical maps and Global Positioning System Coordinates for any Exclusion Zones identified by the Inspection Team;
 - (c) recommendations for the protection and management of any Exclusion Zones; and
 - (d) a statement signed by the Inspection Team members or the Native Title Group's legal representative for and on behalf of the Native Title Group that the Inspection was completed to their satisfaction and that the Inspection Report is correct.
- 5.3 The Native Title Parties must provide the Grantee Party and the Mining Registrar with a copy of the Inspection Report within 20 Business Days from:
 - (a) the date of the notice under clause 4.1(c); or
 - (b) the date of the notice under clause 3.1(a)(i).
- 5.4 If an Inspection Report is not provided in accordance with clause 5.3, all Parties may assume that no Inspection is required and the Native Title Parties will be deemed to have given notice under clause 3.1(b).

6. ACCEPTANCE OF INSPECTION REPORT

- 6.1 If the Grantee Party accepts the recommendations contained in the Inspection Report ("**Recommendations**") the Grantee Party must notify the Native Title Parties and the Mining Registrar on behalf of the State in writing of its acceptance of the Recommendations within 10 Business Days of receiving the Inspection Report.

- 6.2 If a notification under clause 6.1 is not received by the Native Title Parties in 10 Business Days then the Inspection Report will be deemed to be accepted.
- 6.3 After 5 Business Days from giving notice under clause 6.1 or satisfaction of clause 6.2 the Grantee Party may undertake the Reconnaissance Stage Activities in the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1 subject to complying with the Recommendations.

7. DISPUTE RESOLUTION

- 7.1 If the Grantee Party does not accept the Recommendations (**"Recommendation Dispute"**) the Grantee Party must give written notice to the Native Title Parties and the Mining Registrar of the Recommendation Dispute providing details of the Recommendations that are not acceptable and the reason for rejecting them and any alternative it proposes (**"Recommendation Dispute Notice"**).
- 7.2 The Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must meet or have a telephone conference within 5 Business Days of receipt of the Recommendation Dispute Notice and attempt to resolve the Recommendation Dispute.
- 7.3 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) do not resolve the Recommendation Dispute within 10 Business Days of the receipt of the Recommendation Dispute Notice either party may refer the Recommendation Dispute to the Mining Registrar for mediation.
- 7.4 If the Recommendation Dispute is referred to the Mining Registrar for mediation the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must attend the mediation and attempt to resolve the Recommendation Dispute.
- 7.5 If an agreement is reached under clause 7.2 or clause 7.4 the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must record the agreement in writing, sign it and the Grantee Party must lodge it with the Mining Registrar.
- 7.6 If the Recommendation Dispute is not resolved within 10 Business Days after it is referred to the Mining Registrar, either party may refer the Recommendation Dispute to LRT for a decision.
- 7.7 If an agreement is reached under clause 7.2 or clause 7.4 or a decision is made by LRT under clause 7.6 the Grantee Party may undertake the Reconnaissance Stage Activities referred to in clause 2.2(d) in the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1 subject to complying with the agreement lodged with the Mining Registrar under clause 7.5 or the decision of LRT under clause 7.6.

8. COSTS

- 8.1 No fees are payable by the Grantee Party for any activity performed by the Native Title Parties, Inspection Team or Native Title Group pursuant to Part A of this schedule.

PART B – TARGET INVESTIGATION STAGE ACTIVITIES

9. NOTICE OF TARGET INVESTIGATION STAGE ACTIVITIES

9.1 A Grantee Party who holds:

- (a) an Exploration Permit; or
- (b) Mineral Development Licence,

must give notice to the Native Title Parties, the Land Council and the Mining Registrar of any Target Investigation Stage Activities which the Grantee Party intends to undertake in the Proposed Work Area.

9.2 The notice referred to in clause 9.1 must include:

- (a) a copy of the Exploration Permit or Mineral Development Licence and a copy of the executed deed in the form annexed in Schedule 8;
- (b) the name of the Grantee Party and if the Grantee Party is not a person, the name of a person who is the authorised representative of the Grantee Party;
- (c) the street address of the Grantee Party and where available, a facsimile number and telephone number for the Grantee Party;
- (d) details of the Target Investigation Stage Activities which the Grantee Party intends to undertake in the Proposed Work Area, including information indicating:
 - (i) the proposed method of drilling, trenching or other activities including the type of machinery to be used;
 - (ii) the duration of the proposed activities;
 - (iii) whether existing access roads will be used and if not, the location and method of construction of any new roads or tracks;
 - (iv) the proposed water requirements for the proposed activities;
 - (v) whether explosives will be used and if so, what type; and
 - (vi) whether it is proposed to engage any contractors in relation to the proposed activities;
- (e) two copies of a map (either A3 or A4 size) of a scale 1:10,000 or larger showing the Permit Area and Proposed Work Area and the proposed location of access roads or tracks, drill sites, trench sites, enlarged camp sites or other areas proposed to be disturbed as a result of the proposed activities;
- (f) a topographical map showing the location of the Permit Area and Proposed Work Area;
- (g) aerial photographs (where available) if requested by Native Title Parties;

- (h) a description of any landmarks or features which will assist the Native Title Parties to locate the Permit Area and Proposed Work Area;
 - (i) details of any other matter which may assist the Native Title Parties to understand the impact of the Target Investigation Stage Activities on the Proposed Work Area;
 - (j) a statement that the Native Title Parties can respond to the notice by stating that:
 - (i) the Grantee Party can only undertake the Target Investigation Stage Activities identified in the notice subject to the recommendations of an Inspection Report which will be prepared:
 - A. without an Inspection of the Proposed Work Area; or
 - B. following an Inspection of the Proposed Work Area; or
 - (ii) the Grantee Party can undertake the Target Investigation Stage Activities referred to in the notice; and
 - (k) a statement that if the Native Title Parties do not respond within 20 Business Days of receipt of the notice the Grantee Party is entitled to undertake the Target Investigation Stage Activities referred to in the notice.
- 9.3 The notice referred to in clause 9.1 must be accompanied by a copy of the receipt of the Mining Registrar for the amount required to be paid by the Grantee Party under clause 11 of the Agreement.

10. NATIVE TITLE PARTIES' RESPONSE TO NOTICE

- 10.1 Within 20 Business Days of the receipt of a notice given under clause 9.1 the Native Title Parties must notify the Grantee Party:
- (a) that the Grantee Party can only undertake the Target Investigation Stage Activities referred to in the notice given in accordance with clause 9.1 subject to the recommendations of an Inspection Report which will be prepared:
 - (i) without an Inspection of the Proposed Work Area; or
 - (ii) following an Inspection of the Proposed Work Area; or
 - (b) that the Grantee Party can undertake the Target Investigation Stage Activities referred to in the notice given in accordance with clause 9.1.
- 10.2 The Native Title Parties must notify the Mining Registrar if an Inspection of the Proposed Work Area is required within 20 Business Days of receipt of a notice given under clause 9.1.
- 10.3 If the Native Title Parties do not respond to a notice given under clause 9.1 within 20 Business Days of receipt of that notice the Native Title Parties will be deemed to have given a notice under clause 10.1(b).

10.4 If the Native Title Parties give a notice under clause 10.1(a)(ii) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) must attend a preliminary meeting (by telephone if necessary) within 10 Business Days of the receipt of the notice under clause 10.1(a)(ii) for the purpose of discussing the inspection unless the Native Title Parties (or their nominees) notify the Grantee Party that a preliminary meeting is not necessary.

10.5 At the preliminary meeting:

- (a) the Grantee Party (or their nominees) must explain the information contained in the notice referred to in clause 9.1 and answer any questions about it;
- (b) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) may make arrangements for the conduct of the Inspection in accordance with clause 11;
- (c) the Grantee Party (or their nominees) must participate in discussion and answer any questions about other matters that may be raised by the Native Title Parties (or their nominees) to enable them to understand the impact that the Mining Activities are likely to have on the land and waters within the Proposed Work Area.

11. INSPECTION

11.1 If the Native Title Parties notify the Grantee Party under clause 10.1(a)(ii) that an Inspection is required the Native Title Parties must:

- (a) subject to clause 11.2 arrange for an Inspection of the Proposed Work Area identified by the Grantee Party in the notice given under clause 9.1 to be completed by the Inspection Team within 3 Months of the date on which notice was given under clause 10.1(a)(ii);
- (b) prior to the Inspection, advise the Grantee Party and the Mining Registrar of the numbers of the Inspection Team and others who will accompany the Inspection Team on the Inspection and the date and estimated duration of the Inspection; and
- (c) following completion of the Inspection notify the Grantee Party and the Mining Registrar that the Inspection has been completed.

11.2 Notwithstanding clause 11.1 the Native Title Parties are not required to arrange for an Inspection of Proposed Work Areas on more than one occasion every 3 months, in relation to notices issued under clause 10.1(a)(ii), in accordance with the following:

- (a) the Native Title Parties must compile all notices received under clause 10.1(a)(ii) pursuant to this ILUA for any 3 month period ("Batched Inspection Notices"); and
- (b) the Native Title Parties must consult with:
 - (i) NR&M;
 - (ii) the Land Council; and
 - (iii) NQMA,

in relation to Inspection of the proposed Work Areas relating to each of the Batched Inspection Notices; and

- (c) following the consultation under clause 11.2(b), arrange for Inspections of the Proposed Work Areas relating to each of the Batched Inspection Notices within 6 Months of receipt of the first Batched Inspection Notice.
- 11.3 The Inspection Team must comprise up to 2 representatives of the Native Title Group, nominated by the Native Title Parties, who according to traditions and customs have an affiliation with and ability to speak for the Permit Area.
- 11.4 Up to 2 other members of the Native Title Group may accompany the Inspection Team and participate in the Inspection.
- 11.5 If requested by the Native Title Parties, a representative from the Land Council may accompany the Inspection Team on the Inspection.
- 11.6 If requested by the Native Title Parties:
- (a) the Mining Registrar must assist the Native Title Parties regarding the identification of the location of the Proposed Work Area;
 - (b) the Grantee Party must explain the information provided in the notice given under clause 9.1; and
 - (c) the Grantee Party or another person nominated by the Grantee Party must accompany the Inspection Team on the Inspection.
- 11.7 As a convenient point from which to commence the journey to the Proposed Work Area the Inspection Team will meet at either the Mareeba or Georgetown office of NR&M, whichever is the closest to the Proposed Work Area, or another place as agreed between the Grantee Party and the Native Title Parties.
- 11.8 The Inspection Team is authorised by the Native Title Parties to conduct the Inspection and produce the Inspection Report.
- 11.9 The State will provide a GPS to the Inspection Team for its use during the Inspection, such GPS to remain the property of the State.
- 11.10 The State will provide logistical support set out in clause 11.11 for the Inspections
- (a) for a period of 2 years from the Registration Date for Exploration Permits that were lodged prior to the Commencement Date;
 - (b) for a period of 2 years from the Registration Date for Mineral Development Licences that were lodged prior to the Registration Date;
 - (c) for a period of 5 years from the Registration Date for Mineral Development Licences that were lodged after the Registration Date.
- 11.11 Logistical support will comprise:

- (a) one (1) driver being an employee of NR&M and one (1) vehicle owned by NR&M to assist with the Inspections, provided that only the driver designated by NR&M may drive the vehicle;
- (b) when carrying out an Inspection that requires the Native Title Parties to camp on site:
 - (i) camping equipment comprising of two (2) swags and two (2) tents, provided that the camping equipment remains the property of NR&M;
 - (ii) three (3) meals per day plus drinking water.

11.12 After expiry of the periods set out in clause 11.10, the Grantee Party will provide similar logistical support as set out in clause 11.11.

12. THE INSPECTION REPORT

12.1 The Native Title Parties must prepare a report about the Inspection in accordance with clause 12.2 ("**Inspection Report**")

12.2 The Inspection Report must contain:

- (a) a statement as to whether the Proposed Work Area contains any Exclusion Zones;
- (b) topographical maps and Global Positioning System Coordinates for any Exclusion Zones identified by the Inspection Team;
- (c) recommendations for the protection and management of any Exclusion Zones; and
- (d) a statement signed by the Inspection Team members or the Native Title Group's legal representative for and on behalf of the Native Title Group that the Inspection was completed to their satisfaction and that the Inspection Report is correct.

12.3 The Native Title Parties must provide the Grantee Party and the Mining Registrar with a copy of the Inspection Report within 20 Business Days from:

- (a) the date of the notice under clause 11.1(c); or
- (b) the date of the notice under clause 10.1(a)(i)

12.4 If an Inspection Report is not provided in accordance with clause 12.3, all Parties may assume that no Inspection is required and the Native Title Parties will be deemed to have given notice under clause 10.1(b).

13. ACCEPTANCE OF INSPECTION REPORT

13.1 If the Grantee Party accepts the recommendations contained in the Inspection Report ("**Recommendations**") the Grantee Party must notify the Native Title Parties and the Mining Registrar on behalf of the State in writing of its acceptance of the Recommendations within 10 Business Days of receiving the Inspection Report.

- 13.2 If a notification under clause 13.1 is not received by the Native Title Parties in 10 Business Days, then the Inspection Report will be deemed to be accepted.
- 13.3 After 5 Business Days from giving notice under clause 13.1 or satisfaction of clause 13.2 the Grantee Party may undertake the Target Investigation Stage Activities in the Proposed Work Area identified by the Grantee Party in the notice given under clause 9.1 subject to complying with the Recommendations.

14. DISPUTE RESOLUTION

- 14.1 If the Grantee Party does not accept the Recommendations (**"Recommendation Dispute"**) the Grantee Party must give written notice to the Native Title Parties and the Mining Registrar of the Recommendation Dispute providing details of the Recommendations that are not acceptable and the reason for rejecting them and any alternative it proposes (**"Recommendation Dispute Notice"**).
- 14.2 The Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must meet or have a telephone conference within 5 Business Days of receipt of the Recommendation Dispute Notice and attempt to resolve the Recommendation Dispute.
- 14.3 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) do not resolve the Recommendation Dispute within 10 Business Days of the receipt of the Recommendation Dispute Notice either party may refer the Recommendation Dispute to the Mining Registrar for mediation.
- 14.4 If the Recommendation Dispute is referred to the Mining Registrar for mediation the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must attend the mediation and attempt to resolve the Recommendation Dispute.
- 14.5 If an agreement is reached under clause 14.2 or clause 14.4 the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must record the agreement in writing, sign it and the Grantee Party must lodge it with the Mining Registrar.
- 14.6 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) are unable to resolve the Recommendation Dispute pursuant to clauses 14.2 or 14.4 then the Native Title Parties (or their nominees) may request the Land Council to use its best endeavours to arrange for an anthropologist to review the Inspection Report and provide a copy of the review to the Grantee Party within 10 Business Days.
- 14.7 If an anthropologist is appointed, the Grantee Party must contribute towards the cost of such anthropologist at the rate of \$250.00 per 5 hectares (or part thereof) of the area in dispute.
- 14.8 If the Recommendation Dispute is not resolved within 10 Business Days after the anthropologist has reviewed the Inspection Report, then either party may refer the Recommendation Dispute to LRT for a decision.
- 14.9 If an agreement is reached under clause 14.2 or clause 14.4 or a decision is made by LRT under clause 14.8 the Grantee Party may undertake the Target Investigation Stage Activities identified by the Grantee Party in the notice given under clause 9.1 subject to

complying with the agreement lodged with the Mining Registrar under clause 14.5 or the decision of LRT under clause 14.8.

15. COSTS

- 15.1 The Grantee Party must pay the Native Title Parties for the Inspection by the Inspection Team and the preparation of the Inspection Report by the Inspection Team in accordance with this clause 15.
- 15.2 Fees are payable for the Inspection of the Proposed Work Area by the Inspection Team. Fees are not payable for travel to and from the Proposed Work Area.
- 15.3 If the Inspection is for an Exploration Permit the fee will be \$250.00 for Inspection of every 3 hectares (or part thereof) of the Proposed Work Area up to a maximum of 6 hectares.
- 15.4 If the Inspection is for an Exploration Permit for an area exceeding 6 hectares but less than 10 hectares, the fee will be \$750.00.
- 15.5 If the Inspection is for a Mineral Development Licence, the fee will be \$250.00 for Inspection of every 5 hectares (or part thereof) of the Proposed Work Area.
- 15.6 The fee for an Inspection Report is as follows:
 - (a) if the Proposed Work Area is 5 hectares or less - \$125.00;
 - (b) if the Proposed Work Area is more than 5 hectares but less than or equal to 10 hectares - \$150.00;
 - (c) if the Proposed Work Area is more than 10 hectares but less than or equal to 15 hectares - \$175.00;
 - (d) if the Proposed Work Area is more than 15 hectares but less than or equal to 20 hectares - \$200.00;
 - (e) if the Proposed Work Area is more than 20 hectares but less than or equal to 25 hectares - \$225.00;
 - (f) if the Proposed Work Area is more than 25 hectares but less than or equal to 30 hectares - \$250.00;
 - (g) if the Proposed Work Area is more than 30 hectares but less than or equal to 35 hectares - \$275.00;
 - (h) if the Proposed Work Area is more than 35 hectares but less than or equal to 40 hectares - \$300.00;
 - (i) if the Proposed Work Area is more than 40 hectares but less than or equal to 45 hectares - \$325.00;
 - (j) if the Proposed Work Area is more than 45 hectares but less than or equal to 50 hectares - \$350.

15.7 The fees for an Inspection Report are payable even if the Native Title Parties have given a notice under clause 10.1(a)(i) and do not require an Inspection of the Proposed Work Area.

15.8 The fees will be payable to the Native Title Parties after the Inspection Report has been provided to the Grantee Party.

15.9 The amounts payable under clause 15.3 to 15.7 will be reviewed every 1 July ("Relevant Date") and re-calculated by reference to an amount determined under the following formula:

$$A = \frac{(B \times C)}{D}$$

where:

'A' means the amount payable in the 12 Month period on and from the Relevant Date;

'B' means the amount payable in the 12 Month period immediately preceding the Relevant Date;

'C' means the CPI Number for the quarter immediately preceding the Relevant Date;
and

'D' means the CPI Number for the quarter immediately proceeding the date which is one year before the Relevant Date.

15.10 If a review under clause 15.9 results in a decrease in the amount payable under clause 15.3 to 15.7 the amount payable in the 12 Months immediately preceding the Relevant Date will continue to apply.

PART C – GENERAL CONDITIONS

16. CULTURAL HERITAGE FINDS

- 16.1 If the Grantee Party locates a Cultural Heritage Find the Grantee Party must immediately:
- (a) take all reasonable steps to protect and preserve the Cultural Heritage Find; and
 - (b) give notice to the Native Title Parties, the Land Council and the Mining Registrar of the Cultural Heritage Find ("**Cultural Heritage Notice**") including a description of the Cultural Heritage Find and its location.
- 16.2 The Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must meet or have a telephone conference within 7 Business Days of receipt of the Cultural Heritage Notice to resolve what should be done in relation to the Cultural Heritage Find.
- 16.3 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) do not resolve what should be done in relation to the Cultural Heritage Find ("**Cultural Heritage Dispute**") within 10 Business Days of the receipt of the Cultural Heritage Notice by the Native Title Parties, the Native Title Parties or the Grantee Party may refer the Cultural Heritage Dispute to the Mining Registrar for mediation.
- 16.4 If the Cultural Heritage Dispute is referred to the Mining Registrar for mediation the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must attend the mediation and attempt to resolve the Cultural Heritage Dispute.
- 16.5 The Mining Registrar may in the course of mediation, recommend actions that could be taken by the Grantee Party (or their nominees) to address the concerns of the Native Title Parties (or their nominees) in relation to the Cultural Heritage Find.
- 16.6 If agreement is reached under clause 16.3 or clause 16.5 the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must record the agreement in writing, sign it and the Grantee Party must lodge it with the Mining Registrar.
- 16.7 If agreement is reached under clause 16.3 or clause 16.5 the Grantee Party may continue to undertake the Reconnaissance Stage Activities or Target Investigation Stage Activities subject to complying with the agreement lodged with the Mining Registrar under clause 16.6.
- 16.8 The Mining Registrar must within 20 Business Days of being notified of a Cultural Heritage Find (or such longer time as is agreed by the Land Council and the Mining Registrar) inspect the location of the Cultural Heritage Find to determine whether it has been protected from damage.
- 16.9 Nothing in this clause 16 limits a Party's rights to take any other action they deem necessary in relation to the Cultural Heritage Find.

PART D – PROCESS FOR BACKLOG APPLICATIONS

17. BACKLOG APPLICATIONS

17.1 The Grantee Party and the Native Title Parties acknowledge that:

- (a) there are a number of Exploration Permits and Mineral Development Licenses that have been granted pursuant to applications lodged with NR&M up to the Commencement Date of this Agreement ("**Backlog Applications**");
- (b) it is not appropriate to deal with each of the Backlog Applications by use of the procedure set out in this schedule, namely, by Inspection of Proposed Work Areas on an individual basis within set time frames;
- (c) a cooperative process is to be set up between NR&M, the Land Council and the Native Title Parties for the orderly Inspection of the Backlog Applications in accordance with clause 17.2.

17.2 To facilitate the orderly Inspection of the land the subject of the Backlog Applications, the following will apply:

- (a) a Grantee Party will advise NR&M that a Proposed Work Area requires an Inspection for one or more of their Backlog Applications and must include the information set out in clause 2.2 and clause 9.2 of this schedule;
- (b) NR&M will, in consultation with the Land Council, NQMA and the Native Title Parties, group the Backlog Applications to enable Inspections to be conveniently dealt with during one Inspection ("**Grouped Backlog Applications**");
- (c) NR&M will provide to the Land Council and the Native Title Parties details of the Proposed Work Area provided under clause 17.2(a) and such other information about the Grouped Backlog Applications as is necessary for the Native Title Parties to decide whether or not they require an Inspection of the Proposed Work Area;
- (d) if the Native Title Parties require an Inspection of the Proposed Work Area for the Grouped Backlog Applications, the provisions in this schedule in relation to Inspections apply, except that the Inspections are to be completed within such time period as is agreed between the Native Title Parties, the Land Council and NR&M;
- (e) if an Inspection is carried out, the Native Title Parties must provide an Inspection Report in accordance with the provisions in this schedule;
- (f) apart from the above procedure for Inspection on Grouped Backlog Applications, the provisions of this schedule apply to those Grouped Backlog Applications and to Inspections of further Proposed Work Areas on those Grouped Backlog Applications; and
- (g) as a convenient point from which to commence the journey to the Proposed Work Area, the Inspection Team will meet at either the Mareeba or Georgetown office of NR&M, whichever is the closest to the Proposed Work Area, or another place as agreed between the Grantee Party and the Native Title Parties.

17.3 The State will provide logistical support set out in clause 17.4 for the Inspections:

- (a) for a period of 2 years from the Registration Date for Exploration Permits that were lodged prior to the Commencement Date;
- (b) for a period of 2 years from the Registration Date for Mineral Development Licences that were lodged prior to the Registration Date;
- (c) for a period of 5 years from the Registration Date for Mineral Development Licences that were lodged after the Registration Date.

17.4 Logistical support will comprise:

- (a) one (1) driver being an employee of NR&M and one (1) vehicle owned by NR&M to assist with the Inspections, provided that only the driver designated by NR&M may drive the vehicle;
- (b) when carrying out Inspections that require the Native Title Parties to camp on site:
 - (i) camping equipment comprising of two (2) swags and two (2) tents, provided that the camping equipment remains the property of NR&M;
 - (ii) three (3) meals per day plus drinking water.

17.5 After expiry of the periods set out in clause 17.3, the Grantee Party will provide similar logistical support as set out in clause 17.4.

SCHEDULE 5

ALTERNATIVE PROCEDURE FOR MINING INTERESTS

1. COMPLIANCE WITH ALTERNATIVE PROCEDURE

- 1.1 A Grantee Party is not entitled to be granted a Mining Claim or Mining Lease until the Grantee Party has complied with the conditions set out in this schedule.
- 1.2 The application of clause 2 to clause 8 of this schedule are subject to clause 9 of this schedule.

2. NOTICE

- 2.1 Before a Grantee Party is granted a Mining Claim or Mining Lease, the Grantee Party must give notice to the Native Title Parties, the Land Council and the Mining Registrar of the Mining Activities which the Grantee Party intends to undertake in the Application Area and in particular the Proposed Work Area.
- 2.2 The notice referred to in clause 2.1 must include:
 - (a) a copy of the Application and copy of an executed deed in the form annexed in Schedule 8;
 - (b) the name of the Grantee Party and if the Grantee Party is not a person, the name of a person who is the authorised representative of the Grantee Party;
 - (c) the street address of the Grantee Party and where available a facsimile number and telephone number for the Grantee Party;
 - (d) details of the Mining Activities which the Grantee Party intends to undertake in the Application Area, in particular the Proposed Work Area including information indicating:
 - (i) the mineral or minerals to be mined from the Application Area;
 - (ii) the proposed method of extracting and separating the minerals including a description of any machinery to be used;
 - (iii) the duration of the proposed activities and the term of the Mining Interest applied for;
 - (iv) whether existing access roads will be used, and if not, the location and method of construction of any new roads or tracks;
 - (v) the proposed water, timber and other natural resource requirements for the proposed activities;
 - (vi) whether explosives will be used, and if so, what type;

- (vii) the estimated tonnage of ore to be produced annually from the Application Area; and
- (viii) whether it is proposed to engage any contractors in relation to the proposed activities;
- (e) two copies of a map (either A3 or A4 size) of a scale 1:10,000 or larger showing the Application Area and Proposed Work Area and the proposed location of access roads or tracks, tailings and other dams, camp sites, plant sites, infrastructure sites and any other areas proposed to be disturbed as a result of the proposed activities;
- (f) a topographical map showing the location of the Application Area and Proposed Work Area;
- (g) aerial photographs (where available), if requested by the Native Title Parties;
- (h) a description of any landmarks or features which will assist the Native Title Parties to locate the Application Area and Proposed Work Area;
- (i) details of any other matter which may assist the Native Title Parties to understand the impact of the Mining Activities on the Proposed Work Area;
- (j) a statement that the Native Title Parties can respond to the notice by stating that:
 - (i) the Grantee Party is only entitled to the grant of a Mining Claim or Mining Lease subject to the recommendations of an Inspection Report which will be prepared:
 - A. without an Inspection of the Proposed Work Area; or
 - B. following an Inspection of the Proposed Work Area; or
 - (ii) the Grantee Party is entitled to the grant of a Mining Claim or Mining Lease;
- (k) a statement that if the Native Title Parties do not respond within 20 Business Days of receipt of the notice the Grantee Party is entitled to the grant of a Mining Claim or Mining Lease

3. NATIVE TITLE PARTIES' RESPONSE TO NOTICE

3.1 Within 20 Business Days of the receipt of a notice given under clause 2.1 the Native Title Parties must notify the Grantee Party:

- (a) that the Grantee Party is only entitled to the grant of a Mining Claim or Mining Lease subject to the recommendations of an Inspection Report which will be prepared:
 - (i) without an Inspection of the Proposed Work Area; or
 - (ii) following an Inspection of the Proposed Work Area; or
- (b) that the Grantee Party is entitled to the grant of a Mining Claim or Mining Lease.

- 3.2 The Native Title Parties must notify the Mining Registrar if an Inspection of the Proposed Work Area is required within 20 Business Days of receipt of a notice given under clause 2.1.
- 3.3 If the Native Title Parties do not respond to a notice given under clause 2.1 within 20 Business Days of receipt of that notice the Native Title Parties will be deemed to have given a notice under clause 3.1(b).
- 3.4 If the Native Title Parties give a notice under clause 3.1(a)(ii) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) must attend a preliminary meeting (by telephone if necessary) within 10 Business Days of the receipt of the notice under clause 3.1(a)(ii) for the purpose of discussing the inspection unless the Native Title Parties (or their nominees) notify the Grantee Party that a preliminary meeting is not necessary.
- 3.5 At the preliminary meeting:
- (a) the Grantee Party (or their nominee) must explain the information contained in the notice referred to in clause 2.1 and answer any questions about it;
 - (b) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) may make arrangements for the conduct of the Inspection in accordance with clause 4;
 - (c) the Grantee Party (or their nominees) must participate in discussion and answer any questions about other matters that may be raised by the Native Title Parties (or their nominees) to enable them to understand the impact that the Mining Activities are likely to have on the land and waters within the Proposed Work Area.

4. MINING INTEREST INSPECTION

- 4.1 If the Native Title Parties notify the Grantee Party under clause 3.1(a)(ii) that an Inspection is required the Grantee Party must notify the Native Title Parties and the Mining Registrar within 6 months of the date of receipt of the notice given under clause 3.1(a)(ii) as to the legal right under which the Inspection Team will enter the land to carry out the Inspection (for example, the Grantee Party has the written permission of the owner of the land).
- 4.2 If the Grantee Party is unable to issue a notice in accordance with clause 4.1 within the time specified in clause 4.1, the Mining Claim or Mining Lease may be recommended for grant, and the Grantee Party and the Native Title Parties must comply with the obligations in clauses 4.3 to 4.11.
- 4.3 If clause 4.2 applies, the Grantee Party must notify the Native Title Parties and the Mining Registrar when a Mining Claim or Mining Lease is issued to the Grantee Party.
- 4.4 If the Native Title Parties and the Mining Registrar receive a notice under clause 4.1 or clause 4.3 the Native Title Parties must:
- (a) arrange for an Inspection of the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1 to be completed by the Inspection Team

within 3 Months of the date on which notice was given under clause 4.1 or clause 4.3;

- (b) prior to the Inspection, advise the Grantee Party and the Mining Registrar of the numbers of the members of the Inspection Team and others who will accompany the Inspection Team on the Inspection and the date and estimated duration of the Inspection; and
- (c) following completion of the Inspection notify the Grantee Party and the Mining Registrar that the Inspection has been completed and the date the Inspection was completed.

4.5 Notwithstanding clause 4.4 the Native Title Parties are not required to arrange for an Inspection of Proposed Work Areas on more than one occasion every 3 Months, in relation to notices issued under clause 3.1(a)(ii), in accordance with the following:

- (a) the Native Title Parties must compile all notices received under clause 3.1(a)(ii) pursuant to this ILUA for any 3 Month period ("Batched Inspection Notices"); and
- (b) the Native Title Parties must consult with:
 - (i) NR&M;
 - (ii) the Land Council; and
 - (iii) NQMA,

in relation to Inspection of the Proposed Work Areas relating to each of the Batched Inspection Notices; and

- (c) following the consultation under clause 4.5(b), arrange for Inspections of the Proposed Work Areas relating to each of the Batched Inspection Notices.

4.6 The Inspection Team must comprise up to 2 representatives of the Native Title Group, nominated by the Native Title Parties, who according to traditions and customs have an affiliation with and ability to speak for the Application Area.

4.7 Up to 2 other members of the Native Title Group may accompany the Inspection Team and participate in the Inspection.

4.8 If requested by the Native Title Parties, a representative from the Land Council may accompany the Inspection Team on the Inspection.

4.9 If requested by the Native Title Parties:

- (a) the Mining Registrar must assist the Native Title Parties regarding the identification of the location of the Proposed Work Area;
- (b) the Grantee Party must explain the information provided in the notice given under clause 2.1; and
- (c) the Grantee Party or another person nominated by the Grantee Party must accompany the Inspection Team on the Inspection.

- 4.10 As a convenient point from which to commence the journey to the Proposed Work Area the Inspection Team will meet at either the Mareeba or Georgetown office of NR&M, whichever is the closest to the Proposed Work Area, or another place as agreed between the Grantee Party and the Native Title Parties.
- 4.11 The Inspection Team is authorised by the Native Title Parties to conduct the Inspection and produce the Inspection Report.
- 4.12 The State will provide a GPS to the Inspection Team for its use during the Inspection, such GPS to remain the property of the State.
- 4.13 The State will provide logistical support set out in clause 4.14 for the Inspections:
- (a) for a period of 2 years from the Registration Date for Mining Claims and Mining Leases that were lodged prior to the Registration Date;
 - (b) for a period of 5 years from the Registration Date for Mining Claims and Mining Leases that were lodged after the Registration Date.
- 4.14 Logistical support will comprise:
- (a) one (1) driver being an employee of NR&M and one (1) vehicle owned by NR&M to assist with the Inspections, provided that only the driver designated by NR&M may drive the vehicle;
 - (b) when carrying out Inspections that require the Native Title Parties to camp on site,
 - (i) camping equipment comprising of two (2) swags and two (2) tents, provided that the camping equipment remains the property of NR&M;
 - (ii) three (3) meals per day plus drinking water.
- 4.15 After the expiry of the periods set out in clause 4.13, the Grantee Party will provide similar logistical support as set out in clause 4.14, for Mining Claims and Mining Leases.

5. THE INSPECTION REPORT

- 5.1 The Native Title Parties must prepare a report about the Inspection in accordance with clause 5.2 ("**Inspection Report**")
- 5.2 The Inspection Report must contain:
- (a) a statement as to whether the Proposed Work Area contains any Exclusion Zones;
 - (b) topographical maps and Global Positioning System Coordinates for any Exclusion Zones identified by the Inspection Team;
 - (c) recommendations for the protection and management of any Exclusion Zones; and
 - (d) a statement signed by the Inspection Team members or the Native Title Group's legal representative for and on behalf of the Native Title Group that the Inspection was completed to their satisfaction and that the Inspection Report is correct.

- 5.3 The Native Title Parties must provide the Grantee Party and the Mining Registrar with a copy of the Inspection Report within 20 Business Days from:
- (a) the date of the notice under clause 4.4(c); or
 - (b) the date of notice under clause 3.1(a)(i).
- 5.4 If an Inspection Report is not provided in accordance with clause 5.3, all Parties may assume that no Inspection is required and the Native Title Parties will be deemed to have given notice under clause 3.1(b).

6. ACCEPTANCE OF INSPECTION REPORT

- 6.1 If the Grantee Party accepts the recommendations contained in the Inspection Report ("**Recommendations**") the Grantee Party must notify the Native Title Parties and the Mining Registrar on behalf of the State in writing of its acceptance of the Recommendations within 10 Business Days of receiving the Inspection Report.
- 6.2 If a notification under clause 6.1 is not received by the Native Title Parties in 10 Business Days, then the inspection report will be deemed to be accepted.
- 6.3 After 5 Business Days from giving notice under clause 6.1 or satisfaction of clause 6.2 the Grantee Party is entitled to commence work on the Mining Claim or Mining Lease, granted in accordance with clause 4.2, or the Mining Claim or Mining Lease may be recommended for grant.

7. DISPUTE RESOLUTION

- 7.1 If the Grantee Party does not accept the Recommendations ("**Recommendation Dispute**") the Grantee Party must give written notice to the Native Title Parties and the Mining Registrar of the Recommendation Dispute providing details of the Recommendations that are not acceptable and the reason and any alternative it proposes. ("**Recommendation Dispute Notice**").
- 7.2 The Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must meet or have a telephone conference within 5 Business Days of receipt of the Recommendation Dispute Notice and attempt to resolve the Recommendation Dispute.
- 7.3 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) do not resolve the Recommendation Dispute within 10 Business Days of the receipt of the Recommendation Dispute Notice either party may refer the Recommendation Dispute to the Mining Registrar for mediation.
- 7.4 If the Recommendation Dispute is referred to the Mining Registrar for mediation the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must attend the mediation and attempt to resolve the Recommendation Dispute.
- 7.5 If an agreement is reached under clause 7.2 or clause 7.4 the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must record the agreement in writing, sign it and the Grantee Party must lodge it with the Mining Registrar.

- 7.6 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) are unable to resolve the Recommendation Dispute pursuant to clauses 7.2 or 7.4 then the Native Title Parties (or their nominees) may request the Land Council to use its best endeavours to arrange for, an anthropologist to review the Inspection Report and provide a copy of the review to the Grantee Party within 10 Business Days.
- 7.7 If an anthropologist is appointed, the Grantee Party must contribute towards the cost of such anthropologist at the rate of \$250.00 per 5 hectares (or part thereof) of the area in dispute.
- 7.8 If the Recommendation Dispute is not resolved within 10 Business Days after the anthropologist has reviewed the Inspection Report, then either party may refer the Recommendation Dispute to LRT for a decision.
- 7.9 If an agreement is reached under clause 7.2 or clause 7.4 or a decision is made by LRT under clause 7.8 the Grantee Party is entitled to the grant of a Mining Claim or Mining Lease subject to complying with the agreement lodged with the Mining Registrar under clause 7.5 or the decision of LRT under clause 7.8.

8. COSTS

- 8.1 The Grantee Party must pay the Native Title Parties for the Inspection by the Inspection Team and the preparation of the Inspection Report by the Inspection Team in accordance with this clause 8.
- 8.2 Fees are payable for the Inspection of the Proposed Work Area by the Inspection Team. Fees are not payable for travel to and from the Proposed Work Area.
- 8.3 For Inspection for a Mining Claim or Mining Lease the fee will be \$250.00 for Inspection of every 5 hectares or part thereof of the Proposed Work Area.
- 8.4 The fee for the Inspection Report is as follows:
- (a) if the Proposed Work Area is 5 hectares or less - \$125.00;
 - (b) if the Proposed Work Area is more than 5 hectares but less than or equal to 10 hectares - \$150.00;
 - (c) if the Proposed Work Area is more than 10 hectares but less than or equal to 15 hectares - \$175.00;
 - (d) if the Proposed Work Area is more than 15 hectares but less than or equal to 20 hectares - \$200.00;
 - (e) if the Proposed Work Area is more than 20 hectares but less than or equal to 25 hectares - \$225.00;
 - (f) if the Proposed Work Area is more than 25 hectares but less than or equal to 30 hectares - \$250.00;
 - (g) if the Proposed Work Area is more than 30 hectares but less than or equal to 35 hectares - \$275.00;

- (h) if the Proposed Work Area is more than 35 hectares but less than or equal to 40 hectares - \$300.00;
- (i) if the Proposed Work Area is more than 40 hectares but less than or equal to 45 hectares - \$325.00;
- (j) if the Proposed Work Area is more than 45 hectares but less than or equal to 50 hectares - \$350.

8.5 The fees for the Inspection Report are payable even if the Native Title Parties give a notice under Clause 3.1(a)(i) and do not require an Inspection of the Proposed Work Area.

8.6 The fees will be payable to the Native Title Parties after the Inspection Report has been provided to the Grantee Party.

8.7 The amounts payable under clause 8.3 and 8.4 will be reviewed every 1 July ("**Relevant Date**") and re-calculated by reference to an amount determined under the following formula:

$$A = \frac{(B \times C)}{D}$$

where:

'A' means the amount payable in the 12 Month period on and from the Relevant Date;

'B' means the amount payable in the 12 Month period immediately preceding the Relevant Date;

'C' means the CPI Number for the quarter immediately preceding the Relevant Date;
and

'D' means the CPI Number for the quarter immediately preceding the date which is one year before the Relevant Date

8.8 If a review under clause 8.7 results in a decrease in the amount payable under clauses 8.3 or 8.4 the amount payable in the 12 Months immediately preceding the Relevant Date will continue to apply.

9. PROCESS FOR BACKLOG APPLICATIONS

9.1 The Grantee Party and the Native Title Parties acknowledge that:

- (a) there are a number of applications for Mining Claims and Mining Leases that have been lodged with NR&M up to the Commencement Date of this Agreement ("**Backlog Applications**");
- (b) it is not appropriate to deal with each of the Backlog Applications by use of the procedure set out in this schedule, namely, by Inspection of Proposed Work Areas on an individual basis within set time frames;

- (c) a cooperative process should be set up between NR&M, the Land Council and the Native Title Parties for the orderly Inspection of the Backlog Applications.

9.2 To facilitate the orderly Inspection of the land the subject of the Backlog Applications, the following will apply:

- (a) a Grantee Party will advise NR&M that an Inspection of a Proposed Work Area is required for one or more of their Backlog Applications and must include the information set out in clause 2.2 of this schedule;
- (b) NR&M will, in consultation with the Land Council, NQMA and the Native Title Parties, group the Backlog Applications to enable Inspections to be conveniently dealt with during one Inspection ("**Grouped Backlog Applications**");
- (c) NR&M will provide to the Land Council and the Native Title Parties details of the Proposed Work Area provided under clause 9.2(a), and such other information about the Grouped Backlog Applications as is necessary for the Native Title Parties to decide whether or not they require an Inspection of the Proposed Work Area;
- (d) if the Native Title Parties require an Inspection of the Proposed Work Area for the Grouped Backlog Applications, the provisions in this schedule in relation to Inspections apply, except that the Inspections are to be completed within such time period as is agreed between the Native Title Parties, the Land Council and NR&M;
- (e) if an Inspection is carried out, the Native Title Parties must provide an Inspection Report in accordance with the provisions in this schedule;
- (f) apart from the above procedure for Inspection on Grouped Backlog Applications, the provisions of this schedule apply to those Grouped Backlog Applications and to Inspections of further Proposed Work Areas on those Grouped Backlog Applications; and
- (g) as a convenient point from which to commence the journey to the Proposed Work Area, the Inspection Team will meet at either the Mareeba or Georgetown office of NR&M, whichever is the closest to the Proposed Work Area, or another place as agreed between the Grantee Party and the Native Title Parties.

9.3 For Grouped Backlog Applications, the State will provide logistical support set out in clause 9.4 for the Inspections:

- (a) for a period of 2 years from the Registration Date for Mining Claims and Mining Leases that were lodged prior to the Registration Date;
- (b) for a period of 5 years from the Registration Date for Mining Claims and Mining Leases that were lodged after the Registration Date.

9.4 Logistical support will comprise:

- (a) one (1) driver being an employee of NR&M and one (1) vehicle owned by NR&M to assist with the Inspections, provided that only the driver designated by NR&M may drive the vehicle;
- (b) when carrying out Inspections that require the Native Title Parties to camp on site:

- (i) camping equipment comprising of two (2) swags and two (2) tents, provided that the camping equipment remains the property of NR&M;
- (ii) three (3) meals per day plus drinking water.

9.5 After expiry of the periods set out in clause 9.3 the Grantee Party will provide similar logistical support as set out in clause 9.4.

SCHEDULE 6

NATIVE TITLE CONDITIONS FOR MINING INTERESTS

1. CONDUCT OF MINING ACTIVITIES

- 1.1 The Grantee Party may undertake Mining Activities on the Proposed Work Area identified in the notice given under clause 2.1 of Schedule 5 in accordance with:
- (a) the recommendations contained in the Inspection Report provided under clause 5.3 of Schedule 5;
 - (b) any agreement reached under clauses 7.2 or 7.4 of Schedule 5; or
 - (c) any decision made by LRT under clause 7.8 of Schedule 5, whichever is applicable.
- 1.2 A Grantee Party must not undertake Mining Activities on an area outside the Proposed Work Area referred to in clause 1.1 (**"Additional Proposed Work Area"**) until the Grantee Party has complied with the conditions under this schedule.

2. NOTICE

- 2.1 Before a Grantee Party undertakes Mining Activities on an Additional Proposed Work Area the Grantee Party must give notice to the Native Title Parties, the Land Council and the Mining Registrar of the Mining Activities which the Grantee Party intends to undertake in the Additional Proposed Work Area.
- 2.2 The notice referred to in clause 2.1 must include:
- (a) a copy of the Mining Claim or Mining Lease and a copy of an executed deed in the form annexed in Schedule 7;
 - (b) the name of the Grantee Party and if the Grantee Party is not a person, the name of a person who is the authorised representative of the Grantee Party;
 - (c) the street address of the Grantee Party and where available a facsimile number and telephone number for the Grantee Party;
 - (d) details of the Mining Activities which the Grantee Party intends to undertake in the Additional Proposed Work Area including information indicating:
 - (i) the mineral or minerals to be mined from the Additional Proposed Work Area;
 - (ii) the proposed method of extracting and separating the minerals including a description of any machinery to be used;
 - (iii) the duration of the proposed activities and the term of the Mining Interest;

- (iv) whether existing access roads will be used, and if not, the location and method of construction of any new roads or tracks;
- (v) the proposed water, timber and other natural resource requirements for the proposed activities;
- (vi) whether explosives will be used, and if so, what type;
- (vii) the estimated tonnage of ore to be produced annually from the Mining Area; and
- (viii) whether it is proposed to engage any contractors in or in relation to the proposed activities;
- (e) two copies of a map (either A3 or A4 size) of a scale 1:10,000 or larger showing the Mining Area and Additional Proposed Work Area and the proposed location of access roads or tracks, tailings and other dams, camp sites, plant sites, infrastructure sites and any other areas proposed to be disturbed as a result of the proposed activities;
- (f) a topographical map showing the location of the Mining Area and Additional Proposed Work Area;
- (g) aerial photographs (where available), if requested by Native Title Parties.
- (h) a description of any landmarks or features which will assist the Native Title Parties to locate the Mining Area and Additional Proposed Work Area;
- (i) details of any other matter which may assist the Native Title Parties to understand the impact of the Mining Activities on the Additional Proposed Work Area;
- (j) a statement that the Native Title Parties can respond to the notice by stating that:
 - (i) the Grantee Party can only undertake the Mining Activities referred to in clause 2.2(d) subject to the recommendations of an Inspection Report which will be prepared:
 - A. without an Inspection of the Additional Proposed Work Area; or
 - B. following an Inspection of the Additional Proposed Work Area; or
 - (ii) the Grantee Party can undertake the Mining Activities referred to in clause 2.2(d);
- (k) a statement that if the Native Title Parties do not respond within 20 Business Days of receipt of the notice the Grantee Party is entitled to undertake the Mining Activities referred to in clause 2.2(d).

2.3 The notice referred to in clause 2.1 must be accompanied by a copy of the receipt of the Mining Registrar for the amount required to be paid by the Grantee Party under clause 11 of the Agreement.

3. NATIVE TITLE PARTIES' RESPONSE TO NOTICE

3.1 Within 20 Business Days of the receipt of a notice given under clause 2.1 the Native Title Parties must notify the Grantee Party:

(a) subject to clause 4.2 that the Grantee Party can only undertake the Mining Activities referred to in clause 2.2(d) subject to the recommendations of an Inspection Report which will be prepared:

(i) without an Inspection of the Additional Proposed Work Area; or

(ii) following an Inspection of the Additional Proposed Work Area; or

(b) that the Grantee Party can undertake the Mining Activities referred to in clause 2.2(d).

3.2 The Native Title Parties must notify the Mining Registrar if an Inspection of the Additional Proposed Work Area is required within 20 Business Days of receipt of a notice given under clause 2.1.

3.3 If the Native Title Parties do not respond to a notice given under clause 2.1 within 20 Business Days of receipt of that notice the Native Title Parties will be deemed to have given a notice under clause 3.1(b).

3.4 If the Native Title Parties give a notice under clause 3.1(a)(ii) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) must attend a preliminary meeting (by telephone if necessary) within 10 Business Days of the receipt of the notice under clause 3.1(a)(ii) for the purpose of discussing the Inspection unless the Native Title Parties (or their nominees) notify the Grantee Party (or their nominees) that a preliminary meeting is not necessary.

3.5 At the preliminary meeting:

(a) the Grantee Party (or their nominees) must explain the information contained in the notice referred to in clause 2.1 and answer any question about it.

(b) the Grantee Party (or their nominees) and the Native Title Parties (or their nominees) may make arrangements for the conduct of the inspection in accordance with clause 4;

(c) the Grantee Party (or their nominees) must participate in discussion and answer any questions about other matters that may be raised by the Native Title Parties (or their nominees) to enable them to understand the impact that the Mining Activities are likely to have on the land and waters within the Proposed Work Area.

4. MINING INTEREST INSPECTION

4.1 If the Native Title Parties notify the Grantee Party under clause 3.1(a)(ii) that an Inspection is required the Native Title Parties must:

(a) arrange for an Inspection of the Additional Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1 to be completed by the

Inspection Team within 3 Months of the date on which notice was given under clause 3.1(a)(ii);

- (b) prior to the Inspection, advise the Grantee Party and the Mining Registrar of the numbers of the Inspection Team and others who will accompany the Inspection Team on the Inspection and the date and estimated duration of the Inspection; and
- (c) following completion of the Inspection notify the Grantee Party and the Mining Registrar that the Inspection has been completed.

4.2 Notwithstanding clause 4.1(a) the Native Title Parties are not required to arrange for an Inspection of Additional Proposed Work Areas on more than one occasion every 3 Months, in relation to notices issued under clause 3.1(a)(ii), in accordance with the following:

- (a) the Native Title Parties must compile all notices received under clause 3.1(a)(ii) pursuant to this ILUA for any 3 Month period ("Batched Inspection Notices"); and
- (b) the Native Title Parties must consult with:

- (i) NR&M;
- (ii) the Land Council; and
- (iii) the NQMA,

in relation to Inspection of the proposed Work Areas relating to each of the Batched Inspection Notices; and

- (c) following the consultation under clause 4.2(b), arrange for Inspections of the Additional Proposed Work Areas relating to each of the Batched Inspection Notices.

4.3 The Inspection Team must comprise up to 2 representatives of the Native Title Group, nominated by the Native Title Parties, who according to traditions and customs have an affiliation with and ability to speak for the Mining Area.

4.4 Up to 2 other members of the Native Title Group may accompany the Inspection Team and participate in the Inspection.

4.5 If requested by the Native Title Parties, a representative from the Land Council may accompany the Inspection Team on the Inspection.

4.6 If requested by the Native Title Parties:

- (a) the Mining Registrar must assist the Native Title Parties regarding the identification of the location of the Additional Proposed Work Area;
- (b) the Grantee Party must explain the information provided in the notice given under clause 2.1; and
- (c) the Grantee Party or another person nominated by the Grantee Party must accompany the Inspection Team on the Inspection.

- 4.7 As a convenient point from which to commence the journey to the Proposed Work Area the Inspection Team will meet at either the Mareeba or Georgetown office of NR&M, whichever is the closest to the Additional Proposed Work Area, or another place as agreed between the Grantee Party and the Native Title Parties.
- 4.8 The Inspection Team is authorised by the Native Title Parties to conduct the Inspection and produce the Inspection Report.
- 4.9 The State will provide a GPS to the Inspection Team for its use during the Inspection, such GPS to remain the property of the State.
- 4.10 The State will provide logistical support set out in clause 4.11 for the Inspections:
- (a) for a period of 2 years from the Registration Date for Mining Claims & Mining Leases that were lodged prior to the Registration Date;
 - (b) for a period of 5 years from the Registration Date for Mining Claims and Mining Leases that were lodged after the Registration Date.
- 4.11 Logistical support will comprise:
- (a) one (1) driver being an employee of NR&M and one (1) vehicle owned by NR&M to assist with the Inspections, provided that only the driver designated by NR&M may drive the vehicle;
 - (b) when carrying out Inspections that require the Native Title Parties to camp on site:
 - (i) camping equipment comprising of two (2) swags and two (2) tents, provided that the camping equipment remains the property of NR&M;
 - (ii) three (3) meals per day plus drinking water.
- 4.12 After expiry of the periods set out in clause 4.10, the Grantee Party will provide similar logistical support as set out in clause 4.11.

5. THE INSPECTION REPORT

- 5.1 The Native Title Parties must prepare a report about the Inspection in accordance with clause 5.2 ("**Inspection Report**")
- 5.2 The Inspection Report must contain:
- (a) a statement as to whether the Proposed Work Area contains any Exclusion Zones;
 - (b) topographical maps and Global Positioning System Coordinates for any Exclusion Zones identified by the Inspection Team;
 - (c) recommendations for the protection and management of any Exclusion Zones; and
 - (d) a statement signed by the Inspection Team members or the Native Title Group's legal representative for and on behalf of the Native Title Group that the Inspection was completed to their satisfaction and that the Inspection Report is correct.

- 5.3 The Native Title Parties must provide the Grantee Party and the Mining Registrar with a copy of the Inspection Report within 20 Business Days from:
- (a) the date of the notice under clause 4.1(c); or
 - (b) the date of the notice under clause 3.1(a)(i).
- 5.4 If an Inspection Report is not provided in accordance with clause 5.3, all Parties may assume that no Inspection is required and the Native Title Parties will be deemed to have given notice under clause 3.1(b).
- 5.5 The Inspection Report applies to the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1. Additional Proposed Work Areas within the Mining Area that were not the subject of the Inspection because they were not identified for Inspection must be separately notified under clause 2 before Mining Activities may be conducted on those areas.
- 5.6 If an Inspection Report is not provided in accordance with clause 5.3, the Parties may assume that no Inspection is required and the Native Title Parties are deemed to have given a notice under clause 3.1(b).

6. ACCEPTANCE OF INSPECTION REPORT

- 6.1 If the Grantee Party accepts the recommendations contained in the Inspection Report (**"Recommendations"**) the Grantee Party must notify the Native Title Parties and the Mining Registrar on behalf of the State in writing of its acceptance of the Recommendations within 10 Business Days of receiving the Inspection Report.
- 6.2 If a notification under clause 6.1 is not received by the Native Title Parties in 10 Business Days, then the Inspection Report will be deemed to be accepted.
- 6.3 After 5 Business Days from giving notice under clause 6.1 or satisfaction of clause 6.2 the Grantee Party may undertake the Mining Activities in the Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1, subject to complying with the Recommendations.

7. DISPUTE RESOLUTION

- 7.1 If the Grantee Party does not accept the Recommendations (**"Recommendation Dispute"**) the Grantee Party must give notice to the Native Title Parties and the Mining Registrar of the Recommendation Dispute providing details of the Recommendations that are not acceptable and the reason for rejecting them and any alternative it proposes (**"Recommendation Dispute Notice"**).
- 7.2 The Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must meet or have a telephone conference within 5 Business Days of receipt of the Recommendation Dispute Notice and attempt to resolve the Recommendation Dispute.
- 7.3 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) do not resolve the Recommendation Dispute within 10 Business Days of the receipt of

the Recommendation Dispute Notice either party may refer the Recommendation Dispute to the Mining Registrar for mediation.

- 7.4 If the Recommendation Dispute is referred to the Mining Registrar for mediation the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must attend the mediation and attempt to resolve the Recommendation Dispute.
- 7.5 If an agreement is reached under clause 7.2 or clause 7.4 the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must record the agreement in writing, sign it and the Grantee Party must lodge it with the Mining Registrar.
- 7.6 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) are unable to resolve the Recommendation Dispute pursuant to clauses 7.2 or 7.4 then the Native Title Parties may request the Land Council to appoint an anthropologist to review the Inspection Report.
- 7.7 If an anthropologist is appointed, the Grantee Party must contribute towards the cost of such anthropologist at the rate of \$250.00 per 5 hectares (or part thereof) of the area of dispute.
- 7.8 If the Recommendation Dispute is not resolved within 10 Business Days after the anthropologist has reviewed the Inspection Report, then either party may refer the Recommendation Dispute to LRT for a decision.
- 7.9 If an agreement is reached under clause 7.2 or clause 7.4 or a decision is made by LRT under clause 7.8, the Grantee Party may undertake the Mining Activities in the Additional Proposed Work Area identified by the Grantee Party in the notice given under clause 2.1 in accordance with the agreement lodged with the Mining Registrar under clause 7.5 or the decision of LRT under clause 7.8.

8. COSTS

- 8.1 The Grantee Party must pay to the Native Title Parties for the Inspection by the Inspection Team and the preparation of the Inspection Report by the Inspection Team in accordance with this clause 8.
- 8.2 Fees are payable for the Inspection of the Additional Proposed Work Area by the Inspection Team. Fees are not payable for travel to and from the Proposed Work Area.
- 8.3 For Inspection for a Mining Claim or Mining Lease the fee will be \$250.00 for Inspection of every 5 hectares (or part thereof) of the Additional Proposed Work Area.
- 8.4 The fee for the Inspection Report is as follows:
 - (a) if the Additional Proposed Work Area is 5 hectares or less - \$125.00;
 - (b) if the Additional Proposed Work Area is more than 5 hectares but less than or equal to 10 hectares - \$150.00;
 - (c) if the Additional Proposed Work Area is more than 10 hectares but less than or equal to 15 hectares - \$175.00;

- (d) if the Additional Proposed Work Area is more than 15 hectares but less than or equal to 20 hectares - \$200.00;
- (e) if the Additional Proposed Work Area is more than 20 hectares but less than or equal to 25 hectares - \$225.00;
- (f) if the Additional Proposed Work Area is more than 25 hectares but less than or equal to 30 hectares - \$250.00;
- (g) if the Additional Proposed Work Area is more than 30 hectares but less than or equal to 35 hectares - \$275.00;
- (h) if the Additional Proposed Work Area is more than 35 hectares but less than or equal to 40 hectares - \$300.00;
- (i) if the Additional Proposed Work Area is more than 40 hectares but less than or equal to 45 hectares - \$325.00;
- (j) if the Additional Proposed Work Area is more than 45 hectares but less than or equal to 50 hectares - \$350.

8.5 The fees for the Inspection Report are payable even if the Native Title Parties give a notice under Clause 3.1(a)(i) and do not require an Inspection of the Additional Proposed Work Area.

8.6 The fees will be payable to the Native Title Parties after the Inspection Report has been provided to the Grantee Party.

8.7 The amounts payable under clause 8.3 and 8.4 will be reviewed every 1 July ("**Relevant Date**") and re-calculated by reference to an amount determined under the following formula:

$$A = \frac{(B \times C)}{D}$$

where:

'A' means the amount payable in the 12 Month period on and from the Relevant Date;

'B' means the amount payable in the 12 Month period immediately preceding the Relevant Date;

'C' means the CPI Number for the quarter immediately preceding the Relevant Date;
and

'D' means the CPI Number for the quarter immediately proceeding the date which is one year before the Relevant Date.

8.8 If a review under clause 8.7 results in a decrease in the amount payable under clauses 8.3 or 8.4 the amount payable in the 12 Months immediately preceding the Relevant Date will continue to apply.

9. CULTURAL HERITAGE FINDS

- 9.1 If the Grantee Party locates a Cultural Heritage Find the Grantee Party must immediately:
- (a) take all reasonable steps to protect and preserve the Cultural Heritage Find; and
 - (b) give notice to the Native Title Parties, the Land Council and the Mining Registrar of the Cultural Heritage Find ("**Cultural Heritage Notice**") including a description of the Cultural Heritage Find and its location.
- 9.2 The Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must meet or have a telephone conference within 5 Business Days of receipt of the Cultural Heritage Notice to resolve what should be done in relation to the Cultural Heritage Find.
- 9.3 If the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) do not resolve what should be done in relation to the Cultural Heritage Find ("**Cultural Heritage Dispute**") within 10 Business Days of the receipt of the Cultural Heritage Notice by the Native Title Parties the Native Title Parties or the Grantee Party may refer the Cultural Heritage Dispute to the Mining Registrar for mediation.
- 9.4 If the Cultural Heritage Dispute is referred to the Mining Registrar for mediation the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must attend the mediation and attempt to resolve the Cultural Heritage Dispute.
- 9.5 The Mining Registrar may in the course of mediation, recommend actions that could be taken by the Grantee Party (or their nominees) to address the concerns of the Native Title Parties (or their nominees) in relation to the Cultural Heritage Find.
- 9.6 If agreement is reached under clause 9.3 or clause 9.4 the Native Title Parties (or their nominees) and the Grantee Party (or their nominees) must record the agreement in writing, sign it and the Grantee Party must lodge it with the Mining Registrar.
- 9.7 If agreement is reached under clause 9.3 or clause 9.4 the Grantee Party may continue to undertake the Mining Activities subject to complying with the agreement lodged with the Mining Registrar under clause 9.6.
- 9.8 The Mining Registrar must within 20 Business Days of being notified of a Cultural Heritage Find (or such longer time as is agreed by the Land Council and the Mining Registrar) inspect the location of the Cultural Heritage Find to determine whether it has been protected from damage.
- 9.9 Nothing in this clause 9 limits a party's rights to take any other action they deem necessary in relation to the Cultural Heritage Find.

10. OUTPUT BASED PAYMENT IN AN EVENT OF WINDFALL

- 10.1 The Grantee Party consents to the Native Title Parties requesting, and the Mining Registrar providing, information from the royalty returns lodged by the Grantee Party with NR&M pursuant to the MRA. Where the Grantee Party's gross proceeds of sale identified in the royalty returns in relation to 1 Mining Lease exceed the Threshold

Amount in any Financial Year (a **"Windfall Year"**) the Grantee Party will pay to the Nominated Body, an amount equal to 2.5% of gross proceeds of sale over the Threshold Amount.

10.2 Where the Grantee Party's gross proceeds of sale identified in the royalty returns for 2 or more Mining Leases in a Single Integrated Project exceed the Threshold Amount in any Financial Year (a **"Windfall Year"**) the Grantee Party will pay to the Nominated Body an amount equal to 2.5% of gross proceeds of sale over the Threshold Amount.

10.3 In each Windfall Year, the Grantee Party must provide the Native Title Parties with a written report (the **"Threshold Amount Report"**) detailing the Threshold Amount for that Windfall Year. In particular, the Threshold Amount Report must:

- (a) show the calculation of the Threshold Amount for the Windfall Year in question; and
- (b) be attached to the royalty return for the Windfall Year.

10.4 The Native Title Parties agree to treat the information contained in a Threshold Amount Report and information provided under clause 10.1 as Confidential Information.

10.5 In this clause:

"Threshold Amount" means:

- (a) for 1 mining lease for the first Financial Year (commencing on 1 July 2003) an amount equal to 2.5% of gross proceeds over \$M1.25;
- (b) for 2 or more mining leases in a Single Integrated Project, for the first Financial Year (commencing 1 July 2003) an amount equal to 2.5% of gross proceeds over \$M2.5.
- (c) for subsequent Financial Years, an amount calculated annually in accordance with the following formula:

$$R = \frac{XY}{Z}$$

where:

R = The Threshold Amount for the Financial Year;

X = The CPI Number for the quarter ended immediately prior to the commencement of the Financial Year;

Y = The Threshold Amount for the last Financial Year:

Z = The CPI Number for the quarter ended immediately prior to the commencement of the last Financial Year.

SCHEDULE 7
COMPENSATION PAYMENT

- | | |
|---|---|
| 1. Mining Lease | \$100.00 per annum payable within 28 days of the grant and 28 days of the anniversary of the grant of the Mining Lease each year |
| 2. Mining Claim | \$35.00 per annum payable within 28 days of the grant and 28 days of the anniversary of the grant of the Mining Claim each year |
| 3. Exploration Permit | \$15.00 per Sub-block per annum payable within 28 days of the grant and 28 days of the anniversary of the grant of the Exploration Permit
minimum payment \$100.00 |
| 4. Mineral Development Licence | \$75.00 per annum payable within 28 days of the grant and 28 days of the anniversary of the grant of the Mineral Development Licence |
| 5. Prospecting Permit for Prospecting | \$ 25.00 |
| 6. Prospecting Permit for Pegging Purposes only | \$ nil |

SCHEDULE 8

“DEEDING IN” OPT IN DEED BY GRANTEE PARTY

(Insert name of the person who has applied for the Interest)
(“the Applicant”)

BACKGROUND

- A. The Applicant has applied for an Interest in the Area.
- B. The ILUA allows for the grant of Interests that are subject to Native Title Conditions.
- C. The ILUA provides that the Native Title Conditions are enforceable as a matter of contract between the Grantee Party and the Native Title Parties.
- D. By signing this Deed, and notifying those parties in clause 5 of this Deed, the Applicant assumes the rights and obligations of the Grantee Party under the ILUA as if the Applicant were the Grantee Party referred to in the ILUA.

1. INTERPRETATION

- 1.1 In this Deed, terms that are not defined in clause 2 have the same meaning as they are given in the ILUA.

2. DEFINITIONS

ILUA means the Indigenous Land Use Agreement, including its schedules, dated between *[insert parties to the ILUA]* and registered on the Register of Indigenous Land Use Agreements pursuant to section 24CG(1) of the NTA on *[insert date]* as agreement number

Area means the area to which the ILUA applies;

Interest means the Exploration Interest or Mining Interest applied for under the MRA described as follows:

- (a) Type: (prospecting permit/exploration permit/mineral development licence/ mining claim/mining lease)
- (b) Description:
- (c) Date: [insert details]

Native Title Conditions means the native title conditions contained in Schedule 3, Schedule 4, and Schedule 6 of the ILUA;

Native Title Parties means *[insert names of the Native Title Parties under the ILUA]*.

3. APPLICATION FOR GRANT OF INTEREST

- 3.1 The Applicant acknowledges that the Interest is within the Area.
- 3.2 The Applicant agrees to the granting of the Interest in accordance with the ILUA, such that the Interest contains the Native Title Conditions prescribed in the ILUA for that type of Interest.
- 3.3 By signing this Deed and notifying those parties in clause 5 of this Deed the Applicant:
- (a) assumes the rights and obligations of the Grantee Party under the ILUA as if the Applicant were the Grantee Party referred to in the ILUA;
 - (b) acknowledges that the ILUA, including the Native Title Conditions, is enforceable as between the Native Title Parties and the Applicant as if the Applicant were the Grantee Party referred to in the ILUA; and
 - (c) acknowledges that it is legally bound by the ILUA as if it were a contract between the Native Title Parties and the Applicant.

4. INDEPENDENT LEGAL ADVICE

- 4.1 The Applicant acknowledges that he or she has had an opportunity to seek independent legal advice with respect to all aspects of this Deed, and the ILUA.

5. NOTIFICATION

- 5.1 The Applicant must provide a copy of this Deed to the NQLC, NR&M and Native Title Parties within 10 Business Days of signing the Deed.

6. NOTICE

- 6.1 For the purposes of clause 27 and Schedule 11 of the ILUA the Applicant's Address for Service is:

Name:

Contact:

Address:

Telephone:

Facsimile:

SIGNED SEALED AND DELIVERED

by _____ on the _____
day of _____ 20 .
in the presence of:

)
)
)
)
)

Signature of witness

Date

Name of witness (print)

SCHEDULE 9

DEED OF ASSUMPTION FOR SMALL MINER

BETWEEN

(Grantee Party)

AND

(Assignee)

DEED OF ASSUMPTION OF OBLIGATIONS OF GRANTEE PARTY

DEED OF ASSUMPTION FOR SMALL MINER

THIS DEED is made on the _____ day of _____, 20__.

PARTIES

.....
of

(Grantee Party)

.....
of

(Assignee)

BACKGROUND

- A. The Grantee Party is the holder of the Exploration Interest or Mining Interest.
- B. The Grantee Party is bound by the terms of the ILUA in relation to the Exploration Interest or Mining Interest pursuant to the Opt in Deed by Grantee Party.
- C. The Grantee Party wishes to assign their interest under the ILUA to the Assignee.
- D. The ILUA provides that the Assignee must execute a Deed of Assumption for Small Miner which is effective to assume the obligations of the Grantee Party under the ILUA.

1. DEFINITIONS

- 1.1 In this Deed, terms that are not defined in clause 2 have the same meaning as they are given in the ILUA.

2. DEFINITIONS

- 2.1 In this Deed unless a contrary intention appears:

Assignee includes its executors, administrators, permitted assigns and its successors;

Date of Assignment is the date the Interest is assigned from the Grantee Party to the Assignee following signing of this Deed by the Assignee;

Exploration Interest or Mining Interest is the Exploration Interest or Mining Interest described in clause 7;

Grantee Party includes its executors, administrators, permitted assigns and its successors;

ILUA means the Indigenous Land Use Agreement, including its schedules, dated between *[insert parties to the ILUA]* and registered on the Register of Indigenous Land Use Agreements pursuant to section 24CG(1) of the NTA on as agreement number

Interest means the interest of the Grantee Party under the ILUA;

Native Title Conditions means the Native Title Conditions imposed on the Exploration or Mining Interest pursuant to the ILUA; and

Opt in Deed by Grantee Party means the deed executed by the Grantee Party dated by which the Grantee Party agreed to assume the rights and obligations of a Grantee Party under the ILUA.

3. ASSUMPTION OF OBLIGATIONS

3.1 The Parties to this Deed agree that on and from the Date of Assignment:

- (a) the Assignee will be substituted for the Grantee Party under the ILUA as if it had originally been a party to the ILUA instead of the Grantee Party and all references in the ILUA to the Grantee Party in any capacity shall be read and construed as if they were references to the Assignee; and
- (b) the Assignee will be bound by and comply with the provisions of the ILUA and shall, from the Date of Assignment, enjoy all the rights and benefits of the Grantee Party under the ILUA.

4. GRANTEE PARTY'S COVENANTS

4.1 The Grantee Party covenants that the Grantee Party has observed, performed and fulfilled all the covenants, provisions and conditions in the ILUA and the Native Title Conditions and agrees to indemnify the Assignee against any claims or demands in respect of the ILUA before the Date of Assignment.

5. COSTS

5.1 Each party must bear its own costs of preparing and executing this Deed and the Assignee agrees to pay all stamp duty assessed on this Deed.

6. GOVERNING LAW

6.1 This Deed shall be governed by the law in force in Queensland.

7. THE EXPLORATION INTEREST OR MINING INTEREST

7.1 The Exploration Interest or Mining Interest granted under the MRA to the Grantee Party is described as follows:

- (a) Type: (Prospecting Permit/Exploration Permit/Mining Claim/Mining Lease/Mineral Development Licence)
- (b) Description:
- (c) Date.

8. NOTICE

For the purposes of clause 27 and Schedule 11 of the ILUA, the Applicant's Address for Service is:

Name:

Contact:

Address:

Telephone:

Facsimile:

EXECUTED AS A DEED.

SIGNED SEALED AND DELIVERED)
by)
On day of 20)
in the presence of:)

.....
(Witness)

SIGNED SEALED AND DELIVERED)
by)
On day of 20)
in the presence of:)

.....
(Witness)

SCHEDULE 10

DEED OF ASSUMPTION FOR NON SMALL MINER

BETWEEN

(Grantee Party)

AND

(Assignee)

DEED OF ASSUMPTION OF OBLIGATIONS OF GRANTEE PARTY

DEED OF ASSUMPTION FOR NON SMALL MINER

THIS DEED is made on the _____ day of _____, 20__.

PARTIES

1.
of

(Grantee Party)

2.
of

(Assignee)

BACKGROUND

- A. The Grantee Party is the holder of the Exploration Interest or Mining Interest.
- B. The Grantee Party is bound by the terms of the ILUA in relation to the Exploration Interest or Mining Interest pursuant to **Opt in Deed by Grantee Party**
- C. The Grantee Party wishes to assign their interest under the ILUA to the Assignee.
- D. The Assignee is not a Small Miner under the provisions of the ILUA.
- E. The ILUA provides that the Assignee must execute a Deed of Assumption for Non Small Miner which is effective to assume the obligations of the Grantee Party under the ILUA and requires the Assignee to negotiate New Contractual Obligations ("**Non Small Miner Contractual Obligations**") with the Native Title Parties under the ILUA that will be in addition to the original Native Title Conditions ("**Original Native Title Conditions**") subject to which the Exploration Interest or Mining Interest was granted pursuant to the ILUA.
- F. To avoid any doubt, the Non Small Miner Contractual Obligations are additional obligations to the Native Title Conditions that exist under the ILUA.

1. INTERPRETATION

- 1.1 In this Deed, terms that are not defined in clause 2 have the same meaning as they are given in the ILUA.

2. DEFINITIONS

- 2.1 In this Deed unless a contrary intention appears:

Assignee includes its executors, administrators, permitted assigns and its successors;

Conditions Agreement has the meaning in clause 3.130.9(c).

Date of Assignment is the date the Interest is assigned from the Grantee Party to the Assignee following signing of this Deed by the Assignee;

Grantee Party includes its executors, administrators, permitted assigns and its successors;

ILUA means the Indigenous Land Use Agreement, including its schedules, dated between *[insert parties to the ILUA]* and registered on the Register of Indigenous Land Use Agreements pursuant to section 24CG(1) of the NTA on *[insert date]* as agreement number

Interest means the interest of the Grantee Party under the ILUA;

Non Small Miner Contractual Obligations means conditions to be negotiated between the Assignee and the Native Title Parties pursuant to this Deed.;

Original Native Title Conditions means the Native Title Conditions under the ILUA, imposed on the Exploration Interest or Mining Interest pursuant to the MRA; and

Opt in Deed by Grantee Party means the deed executed by the Grantee Party dated by which the Grantee Party agreed to assume the rights and obligations of a grantee party under the ILUA;

Native Title Parties means the Native Title Parties as defined in the ILUA.

3. ASSUMPTION OF OBLIGATIONS

3.1 The Parties to this Deed agree that on and from the Date of Assignment:

- (a) the Assignee will be substituted for the Grantee Party under the ILUA as if it had originally been a party to the ILUA instead of the Grantee Party and all references in the ILUA to the Grantee Party in any capacity shall be read and construed as if they were references to the Assignee;
- (b) subject to clause 3.1(c) the Assignee will be bound by and comply with the provisions of the ILUA and will enjoy all the rights and benefits of the Grantee Party under the ILUA;
- (c) before undertaking any Mining Activities on the Permit Area or Mining Area, the Assignee will negotiate with the Native Title Parties to enter into a written agreement to record their agreement in relation to Non Small Miner Contractual Obligations in accordance with clause 3 of this Deed ("**Conditions Agreement**"); and
- (d) from the date of any Conditions Agreement or a determination is made by the LRT as contemplated by clause 4, the Non Small Miner Contractual Obligations will be contractually binding between the Native Title Parties and the Assignee.

4. PROCESS FOR NEGOTIATION OF NEW NATIVE TITLE CONDITIONS

4.1 The Assignee agrees that:

- (a) Within 10 Business Days of the Assignment Date the Assignee will contact the Native Title Parties to commence negotiations for Non Small Miner Contractual Obligations;
- (b) Negotiations will be held in good faith with a view to reaching agreement on the terms of the Non Small Miner Contractual Obligations;
- (c) Without limiting the scope of the negotiations, they may, if relevant, include the possibility of including a condition that has the effect that the Native Title Parties are to be entitled to payments in relation to the Interest, that are worked out by reference to:
 - (i) the amount of future profit made; or
 - (ii) any future income derived; or
 - (iii) any thing produced in the future

by the Assignee as a result of any assignment of the Interest from the Grantee Party to the Assignee.

4.2 If after six Months from the Date of Assignment the Assignee and the Native Title Parties have not reached agreement in relation to Non Small Miner Contractual Obligations the following dispute resolution process will apply:

- (a) Either the Native Title Parties or the Assignee may give notice to the other setting out why negotiations have failed. ("**Negotiations Failure Notice**").
- (b) The Native Title Parties (or their nominees) and the Assignee must meet as soon as reasonably practicable after the receipt date of the Negotiations Failure Notice and attempt to reach agreement on the Non Small Miner Contractual Obligations within 14 Business Days of the receipt date.
- (c) If agreement cannot be reached between the Native Title Parties (or their nominees) and the Assignee within 14 Business Days of the receipt date of the Negotiations Failure Notice (or such later date, if any, as the Native Title Parties and the Assignee agree), the matter may be referred to mediation by either the Native Title Parties or the Assignee. In the event that the Native Title Parties and the Assignee cannot agree on a person to conduct the mediation the mediation is to be conducted by the LRT.
- (d) If agreement cannot be reached through mediation by the LRT within 28 Business Days of the receipt date of the Negotiations Failure Notice (or such later date, if any, as the Native Title Parties and the Assignee agree), then either the Native Title Parties or the Assignee may refer the matter to the LRT for a decision in relation to any matter to be determined in relation to the Negotiations Failure Notice.
- (e) If the LRT does not have jurisdiction in relation to any matter to be determined in relation to the Negotiations Failure Notice then either the Native Title Parties or the

Assignee may seek to have the matter determined in a court of competent jurisdiction.

- 4.3 From the date of any Conditions Agreement or a determination is made by the LRT as contemplated by clause 4, the Non Small Miner Contractual Obligations will be contractually binding between the Native Title Parties and the Assignee.

5. GRANTEE PARTY'S COVENANTS

- 5.1 The Grantee Party covenants that the Grantee Party has observed, performed and fulfilled all the covenants, provisions and conditions in the ILUA and the Native Title Conditions and agrees to indemnify the Assignee against any claims or demands in respect of the ILUA before the Date of Assignment.

6. COSTS

- 6.1 Each party must bear its own costs of preparing and executing this Deed and the Assignee agrees to pay all stamp duty assessed on this Deed.

7. GOVERNING LAW

- 7.1 This Deed shall be governed by the law in force in Queensland.

8. THE EXPLORATION INTEREST OR MINING INTEREST

- 8.1 The Exploration Interest or Mining Interest granted under the MRA to the Grantee Party is described as follows:

(a) Type: (Prospecting Permit/Exploration Permit/Mining Claim/Mining Lease/
Mineral Development Licence)

(b) Description:

(c) Date.

9. NOTICE

For the purposes of clause 27 and Schedule 11 of the ILUA, the Applicant's Address for Service is:

Name:

Contact:

Address:

Telephone:

Facsimile:

EXECUTED AS A DEED.

SIGNED SEALED AND DELIVERED)
by)
On day of 20)
in the presence of:)

.....
(Witness)

SIGNED SEALED AND DELIVERED)
by)
On day of 20)
in the presence of:)

.....
(Witness)

SIGNED SEALED AND DELIVERED)
by)
On day of 20)
in the presence of:)

.....
(Witness)

SIGNED SEALED AND DELIVERED)
by)
On day of 20)
in the presence of:)

.....
(Witness)

SIGNED SEALED AND DELIVERED)
by)
On day of 20)
in the presence of:)

.....
(Witness)

SIGNED SEALED AND DELIVERED)
by)
On day of 20)
in the presence of:)

.....
(Witness)

SIGNED SEALED AND DELIVERED)
by)
On day of 20)
in the presence of:)

.....
(Witness)

SCHEDULE 11

ADDRESS FOR SERVICE

The Native Title Parties

Djungan People #1, Djungan People #2, Djungan People #3, and Djungan People #4

c/- North Queensland Land Council Native Title Representative Body Aboriginal Corporation

PO BOX 679N

CAIRNS NORTH Q 4870

Telephone: (07) 40314779

Facsimile: (07) 40317414

Djungan People (Claim for Compensation)

Terry Fisher & Co Solicitors

PO Box 5169

CAIRNS Q 4870

Telephone: (07) 4031 3495

Facsimile: (07) 4031 9085

The Land Council

North Queensland Land Council Native Title Representative Body Aboriginal Corporation

PO BOX 679N

CAIRNS NORTH Q 4870

Telephone: (07) 40314779

Facsimile: (07) 40317414

The State

Executive Director

Native Title and Indigenous Land Services

Department of Natural Resources and Mines

Locked Bag 40, Coorparoo Delivery Centre

BRISBANE QLD 4151

Telephone: (07) 3896 3354

Facsimile: (07) 3238 3743

The Mining Registrar

The Mining Registrar

Mareeba Mining District

159 Walsh Street

PO Box 1414

MAREEBA Q 4880

Telephone: (07) 4092 4211

Facsimile: (07) 4092 4224

The NQMA

President

North Queensland Miners Association

PO Box 140

Yorkeys Knob QLD 4878

Telephone: (07) 4081 0241

Facsimile: (07) 4081 0241

