



Extract from Register of Indigenous Land Use Agreements

NNTT number	VI2013/008
Short name	Gunaikurnai and Icon Energy ILUA
ILUA type	Body Corporate
Date registered	01/11/2013
State/territory	Victoria
Local government region	East Gippsland Shire , South Gippsland Shire , Wellington Shire

Description of the area covered by the agreement

4. Area of this Agreement

4.1 The ILUA Area is the area of land and/or waters covered by the Agreement as described at Schedule C and shown on the map in Schedule C1.

[A copy of the written description (Schedule C) and the map of the agreement area (Schedule C1) are attached to this Register extract.

The following general description of the agreement area has been provided by the National Native Title Tribunal to assist people to understand the location of the agreement area. It is provided for information only and should not be considered part of the Register of ILUAs:

Area covers approx. 854 sq km over VID6007/1998 Gunai/Kurnai Consent Determination where Native Title Exists (non-exclusive) within Petroleum Exploration Permits 170, 172 & 173, and extends about 37 km northwest, 75 km northeast and 76 km southwest of Sale.]

Parties to agreement

Applicant

Party name	Gunaikurnai Land and Waters Aboriginal Corporation RNTBC
Contact address	c/- Native Title Services Victoria Ltd PO Box 431 North Melbourne VIC 3051

Other Parties

Party name	Icon Energy Ltd
Contact address	PO Box 2004 Broadbeach QLD 4218

Period in which the agreement will operate

Start date not specified

End date not specified

5. Commencement and Term

5.1 This Agreement takes effect from the day it is Registered (other than this clause 5 and clauses 1, 4, 7.2, 8, 9.1 and 17 to 36 (inclusive) which take effect from execution of this Agreement) and continues to operate for the duration of the Permits or any Later Act unless terminated by the agreement in writing of the Parties.

5.1.1 Within 7 days of the expiry of this Agreement under sub-clause 5.1, the Proponent will advise the Native Title Registrar in writing of the expiry, in accordance with section 199C(1)(c)(i) of the NTA.

5.1.2 Within 7 days of any termination of this Agreement under sub-clause 5.1, the Parties will advise the Native Title Registrar in writing of the termination, in accordance with section 199C(1)(c)(ii) of the NTA.

5.2 The Parties agree that if this Agreement is not registered pursuant to clause 7 within 18 months from the date of execution of this Agreement, or such further period as the Parties may agree, this Agreement shall terminate.

5.3 Any outstanding liability and obligations which accrue up to the date of termination of the Agreement will survive any termination of this Agreement.

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

6. Replacement of Future Act Procedure

6.1 The Parties agree that the right to negotiate provisions in Part 2, Division 3, Subdivision P of the NTA are not intended to apply to any Future Act listed in clause 6.2.

6.2 Subject to compliance by the Parties with the provisions of this Agreement, the Parties:

6.2.1 agree to the doing of certain Future Acts in respect of the ILUA Area, being:

- the Grant by the State of the Permits and of any Later Act to the Proponent and to any Consent required by or on behalf of the Proponent pursuant to the Permits and to any Later Act; and
- the use of the Permits and of any Later Act and of any Consent required pursuant to the Permits and to any Later Act, by the Proponent.

6.2.2 agree that any such Future Acts done in respect of the ILUA Area are valid.

36. Definitions and Interpretation

“Consent” means any authorisation, lease, Licence, permit, approval, certificate, direction or notice from any government or governmental or other competent authority which is necessary or desirable for the carrying out of Exploration and Production Activities under the Permits or under any Later Act.

“Grant” or “Granted” refers to the grant, renewal, amalgamation, substitution or variation of the Permits by the State pursuant to the PA.

“Later Act” means an act contemplated by section 26D(2) of the NTA consisting of a right to mine in relation to all or part of the ILUA Area associated with the Project including any

Production Licence applied for by the Proponent and proposed to be Granted and registered by the State pursuant to the PA in respect of the ILUA Area and any pipeline licence applied for by the Proponent and proposed to be granted pursuant to the Pipelines Act 2005 (Vic) in respect of the ILUA Area.

“PA” means the Petroleum Act 1998 (Vic) and Petroleum Regulations 2011 (Vic).

“Permit 170” means Exploration Permit no. 170 Granted to the Proponent as at the date of this Agreement and also includes any renewal, amalgamation, substitution or variation of Permit 170 by the State pursuant to the PA or any other Applicable Laws.

“Permit 172” means Exploration Permit no. 172 which has been applied for by the Proponent and is proposed to be Granted and registered by the State pursuant to the PA in respect of the ILUA Area and also includes any renewal, amalgamation, substitution or variation of Permit 172 by the State pursuant to the PA or any other Applicable Laws.

“Permit 173” means Exploration Permit no. 173 which has been applied for by the Proponent and is proposed to be Granted and registered by the State pursuant to the PA in respect of the ILUA Area and also includes any renewal, amalgamation, substitution or variation of Permit 173 by the State pursuant to the PA or any other Applicable Laws.

“Permits” means Permit 170, Permit 172 and Permit 173.

“Proponent” means at the commencement of this Agreement, Icon Energy Limited ACN 058 454 569 and thereafter, each person who, from time to time, holds a legal or beneficial interest in the Permits or any Later Acts in relation to the ILUA Area.

Attachments to the entry

[VI2013-008 Schedule C Description of agreement area.pdf](#)
[VI2013_008 Schedule C1 Map of agreement area.pdf](#)