



## Extract from Register of Indigenous Land Use Agreements

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<b>NNTT number</b>	QI2012/116
<b>Short name</b>	Arrow Energy Western Downs Unclaimed Area ILUA
<b>ILUA type</b>	Area Agreement
<b>Date registered</b>	19/09/2013
<b>State/territory</b>	Queensland
<b>Local government region</b>	Toowoomba Regional Council, Western Downs Regional Council

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### Description of the area covered by the agreement

1.1 ILUA Area means the area described in writing in Schedule 1 of the agreement being all the land and waters shown on the map in Schedule 2 of the agreement.

[A copy of Schedule 1 and 2 of the agreement containing the map and description of the ILUA Area are attached to this register extract.

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

The agreement covers about 10,100 sq km extending from Wandoan in the north to Millmerran in the south and Dalby in the east to Miles in the west.]

### Parties to agreement

#### *Applicant*

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<b>Party name</b>	Arrow Energy Pty Ltd
<b>Contact address</b>	c/- Ashurst Level 38 Riverside Centre 123 Eagle Street Brisbane QLD 4000

*Other Parties*

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<b>Party name</b>	Western Downs Unclaimed Area Native Title Group
<b>Contact address</b>	c/- HWL Ebsworth Level 23 Riverside Centre 123 Eagle Street Brisbane QLD 4000

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**Period in which the agreement will operate**

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<b>Start date</b>	not specified
<b>End date</b>	not specified

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3.1 This Agreement commences on the Execution Date.

3.3 This Agreement may be Terminated at any time by agreement in writing between the Parties.

3.4 Where Arrow Energy ceases to hold any Project Interest in the ILUA Area or advises the Native Title Party that it has decided not to proceed with that part of the Project within the ILUA Area, Arrow Energy may Terminate this Agreement by giving notice to the Native Title Party specifying the date of the termination being a date no less than 14 Business Days from the date of the notice.

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

9.1 The Parties consent to all Project Activities included in the class specified in the following table:

Exploration and Production Related Project Activities: Means any one or more Project Activities which are necessary or desirable for, or incidental to any of the following:

- (a) the exploration, extraction, collection, processing or production of, natural gas;
- (b) the extraction, collection, processing, production or use of water derived from the process of extracting natural gas;
- (c) agricultural activities which use water of the kind referred to in paragraph (b);
- (d) anything permitting or requiring any of the things referred to in paragraphs (a), (b) and (c) including but not limited to the grant of, changes to or any other dealings of any kind (including under the Petroleum and Gas Act or any other Law) with tenements, petroleum tenures, licences, permissions and authorities, the grant of, changes to or any other dealings of any kind involving land tenures or other interests in land (such as any lease, permit or easement), any statutory, regulatory or other approvals and any physical activities. For the avoidance of doubt, this includes the grant of permission to construct and operate a petroleum facility within the ILUA Area for the purposes of section 441(2) of the Petroleum and Gas Act

Gas Transmission Related Project Activities: Means any one or more Project Activities which are necessary or desirable for, or incidental to any of the following:

- (a) the collection, distribution, transmission or transportation of natural gas;
- (b) the collection, distribution, transmission or transportation of water derived from the process of extracting natural gas;
- (c) any Looping Project;
- (d) anything permitting or requiring any of the things referred to in paragraphs (a), (b) and (c) including but not limited to the grant of, changes to or any other dealings of any kind (including under the Petroleum and Gas Act and any other Law) with tenements, petroleum tenures, licences, permissions and authorities, the grant of, changes to or any other dealings of any kind involving land tenures or other interests in land (such as any lease, permit or easement) any statutory, regulatory or other approvals and any physical activities. For the avoidance of doubt, this includes the grant of permission to construct and operate gas transmission pipelines within

the ILUA Area for the purposes of section 401(2) of the Petroleum and Gas Act.

9.2 For the purposes of this Agreement, the words planning, preparation, exploration, extraction, production, collection, transmission, distribution, conversion, storage, export and transportation have their widest possible meaning.

9.3 Some examples of acts which constitute, or may constitute, Agreed Project Activities are listed in Schedule 5, but it does not contain a conclusive list of all such acts [Schedule 5 is attached to this register extract].

5.2 Part 2, Division 3, Subdivision P of the Native Title Act (which relates to the right to negotiate), does not apply to any Agreed Project Activities.

1.1 Definitions:

"Agreed Project Activities" means the Project Activities described in clause 9.1.

"Execution Date" means the date, being a date after the Authorisation Date, on which Arrow Energy executes this Agreement. [The Execution Date is 10 December 2012].

"Looping Project" means any activity conducted at any time during the term of this Agreement which permits or requires or which consists of, the construction, operation, maintenance, repairs and decommissioning of any main gas transmission pipeline which:-

- (a) augments the capacity of any main gas transmission pipeline previously constructed on the ILUA Area during the term of this Agreement; or
- (b) is located generally parallel to any main gas transmission pipeline previously constructed on the ILUA Area during the term of this Agreement.

"Project" means:

- (a) the planning, preparation, construction, operation, maintenance, repair and decommissioning of any development;
- (b) the action or use of land or waters necessary for or incidental to the exploration for and the extraction, collection, processing and production of natural gas;
- (c) the collection, transmission, distribution and transportation of natural gas by pipeline or otherwise;
- (d) the conversion of natural gas to liquidified natural gas, the storage and transportation of liquidified natural gas to domestic and export markets;
- (e) electricity generation using natural gas; and
- (f) any Looping Project undertaken by Arrow Energy or its Co-Venturers.

"Project Activities" means: [in relation to the provision of the agreement dealing with future acts] all Future Acts by, for, on behalf of or for the benefit of Arrow Energy, any Related Bodies Corporate of Arrow Energy and any Co-Venturers or other person entitled to benefit under the Agreement, which are necessary for, or incidental to, the Project and done in, or in relation to, the ILUA Area.

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

- QI2012\_116 Schedule 1 - Written description of the agreement area.pdf
- QI2012\_116 Schedule 2 - Map of agreement area.pdf
- QI2012\_116 Schedule 5 - Examples of Project Activities.pdf