

## Meeting Resolutions

### Kabi Kabi First Nation Traditional Owners and Cooloola Great Walk Ecotourism Project ILUA & Scarborough Surrender ILUA

#### Authorisation Meeting 12<sup>th</sup> November 2022 at Gympie Senior Citizens Centre

##### Resolution 1: Notice of the Meeting

The people present at this meeting are satisfied that there has been suitable and sufficient notice of this meeting to people who are or may be native title holders of the two Indigenous Land Use Agreement ("ILUA") Agreement Areas. Notice of the ILUAs authorisation meeting made it clear that today is a meeting to authorise entry into the Cooloola Great Walk Ecotourism Project ILUA and the Scarborough Surrender ILUA. The meeting notice was mailed to all known adult Kabi Kabi People by QSNTS, meeting notices were advertised in the Koori Mail and the Courier Mail and meeting notices were placed on notice boards in Cherbourg.

Moved:

Seconded:

Result:

##### Resolution 2: Authority of the Meeting

The people present at this meeting are:

- (a) Kabi Kabi First Nation Traditional Owners and are representative of people who hold or who may hold native title in the proposed ILUA Agreement Areas;
- (b) entitled to and capable of voting on these resolutions about the proposed ILUAs;
- (c) satisfied that there is sufficient representation of Kabi Kabi First Nation Traditional Owners to make binding decisions.

Moved:

Seconded:

Result:

##### Resolution 3: Decision-Making Process at the Meeting

The people present at this meeting confirm that there is no decision-making process that, under the traditional laws and customs of the Kabi Kabi First Nation Traditional Owners, must be complied with in relation to authorising things of this kind. The decision-making process to be used at this meeting is a process that is agreed to and adopted by us and is as follows:

- (a) a proposed resolution will be distributed, displayed and read out to the meeting;
- (b) the resolution will be moved and seconded by members of the group present at the meeting;
- (c) a decision will be made by members of the group present at the meeting voting on the resolution by a show of hands;
- (d) if not carried unanimously, the decision of the majority will be the decision of the meeting.

Moved:

Seconded:

Result:



#### Resolution 4: Cooloola Great Walk Ecotourism Project ILUA

On behalf of the people who are or may be the native title holders for the ILUA Agreement Area, the persons present at the meeting resolve to authorise the making of the Cooloola Great Walk Ecotourism Project ILUA that will provide for:

1. The grant of one or more Project Leases within the Assessment Areas on the condition that:
  - (a) they are granted no more than 6 years after Registration; or
  - (b) if they are granted 6 or more years after the Registration, the maximum term of 30 years is reduced by the amount of time between the Registration and the grant.
    - For example: a Project Lease granted on the date which is seven (7) years after Registration may be granted for a maximum term of 23 years.
2. Subject to item 4 of this Schedule, the grant of any other lease, licence, permit or other authority in the Agreement Area that is reasonably required for the purposes of the Project, the Associated Infrastructure or the Access Tracks, including, but not limited to:
  - (a) commercial activity permits and commercial activity agreements under the Nature Conservation (Protected Areas Management) Regulation 2017 (Qld);
  - (b) resources permits under the Nature Conservation (Protected Areas Management) Regulation 2017 (Qld);
  - (c) commercial activity permits and commercial activity agreements under the Recreation Areas Management Act 2006 (Qld); and
  - (d) An Interim Management Authority.
3. Subject to item 4 of this Schedule, any Future Acts necessary to give effect to, or incidental to, the construction, operation and maintenance of the Project, the Associated Infrastructure or the Access Tracks.
4. Any Agreed Acts described in items 2 and 3 of this Schedule relating to the construction, operation and maintenance of the Associated Infrastructure must be confined to the Assessment Areas.
5. Any variation of this Agreement that the parties are authorised, and agree, to make under section 24ED of the NTA.

Moved:

Seconded:

Result:

#### Resolution 5: Commercial Deed, Shareholders Agreement, Cultural Heritage Management Agreement

On behalf of the people who are or may be the native title holders for the ILUA Agreement Area, the persons present at the meeting resolve to authorise the making of the Commercial Deed, the Shareholders Agreement and the Cultural Heritage Management Agreement that will provide for:

##### **Commercial Deed & Shareholders Agreement**

- (a) 10% free carried equity in Cooloola Great Walks Pty Ltd to KKPAC;
- (b) Beneficial Employment and Contracting Program;



- (c) Employment target during construction of 10% and 25% during operational phase

### **Cultural Heritage Management Agreement**

CHMA provides for:

- (a) Further site inspection as part of the Micro-Siting Process;
- (b) Test Pitting;
- (c) Monitoring by Kabi Kabi of any construction works;
- (d) Finds process, CH inductions by Kabi Kabi.

Moved:

Seconded:

Result:

### Resolution 6: Signing of the ILUA, Commercial Deed and CHMA by the Applicant

On behalf of the people who are or may be native title holders, the persons present at this meeting nominate and authorise all or at least a majority of the persons who comprise the Applicant in the native title determination application Kabi Kabi First Nation Traditional Owners QUD20/2019 (Michael Douglas, Norman Bond, Helena Gulash, Cecilia Combo, Kerry Jones, Melissa Bond and Brian Warner), to be parties to the ILUA, the Commercial Deed and CHMA and to execute the ILUA, Commercial Deed and CHMA.

Moved:

Seconded:

Result:

### Resolution 7: Protecting the Cooloola Great Walk Ecotourism Project ILUA

Should any person who claims to hold native title rights and interests within the ILUA Agreement Area object to registration of the Cooloola Great Walk Ecotourism Project ILUA they will do so:

- (a) contrary to the instructions and authority of the people attending this meeting and of the broader native title holding group;
- (b) in contradiction of the resolutions passed at this meeting; and
- (c) despite the opportunities this meeting has provided for their objection or concerns to be raised and discussed in a culturally appropriate manner.

P&E Law and/or the Applicant are instructed to take all the steps that are necessary to ensure that the ILUA is registered with the National Native Title Tribunal (NNTT). P&E Law is authorized:

- (a) to make such minor or technical amendments to the ILUA as may be required for its registration such as the geospatial description and to make minor or technical amendments to the Commercial Deed, the Shareholders Agreement and the CHMA;
- (b) to respond to and deal with any objections to registration of the ILUA, including making submissions to the NNTT and to do anything required to seek to have objections withdrawn or dismissed by the NNTT.

Moved:

Seconded:

Result:



#### Resolution 8: Scarborough Surrender ILUA

On behalf of the people who are or may be the native title holders for the ILUA Agreement Area, the persons present at the meeting resolve to authorise the making of the and Cooloola Great Walk Ecotourism Project ILUA that will provide for:

- The surrender and extinguishment of native title over the Agreement Area. That is, the area seaward of 28a-30 Fortune Street Scarborough QLD (Lots 154, 155 and 156 on RP30486);
- Payment to the PBC of \$350,000 compensation.

Moved:

Seconded:

Result:

#### Resolution 9: Signing of the Scarborough Surrender ILUA by the Applicant

On behalf of the people who are or may be native title holders, the persons present at this meeting nominate and authorise all or at least a majority of the persons who comprise the Applicant in the native title determination application Kabi Kabi First Nation Traditional Owners QUD20/2019 (Michael Douglas, Norman Bond, Helena Gulash, Cecilia Combo, Kerry Jones, Melissa Bond and Brian Warner), to be parties to the ILUA and to execute the ILUA.

Moved:

Seconded:

Result:

#### Resolution 10: Protecting the Scarborough Surrender ILUA

Should any person who claims to hold native title rights and interests within the ILUA Agreement Area object to registration of the ILUA they will do so:

- (a) contrary to the instructions and authority of the people attending this meeting and of the broader native title holding group;
- (b) in contradiction of the resolutions passed at this meeting; and
- (c) despite the opportunities this meeting has provided for their objection or concerns to be raised and discussed in a culturally appropriate manner.

P&E Law and/or the Applicant are instructed to take all the steps that are necessary to ensure that the ILUA is registered with the National Native Title Tribunal (NNTT). P&E Law is authorized:

- (a) to make such amendments to the ILUA as may be required for its registration such as the geospatial description;
- (b) to respond to and deal with any objections to registration of the ILUA, including making submissions to the NNTT and to do anything required to seek to have objections withdrawn or dismissed by the NNTT.

Moved:

Seconded:

Result: