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Mr Kerry Blackman
Managing Director
Gidarjil Development Corporation
PO Box 2773
Bundaberg Qld 4670

Dear Kerry

We are writing to you about the QRE Pty Ltd, Turtle Street Resort project on Curtis Island, near Gladstone.

You would recall that in 2006, QRE and the then Aboriginal Parties for the Gladstone area (Kerry Blackman, Lois Blackman, Maureen Eggmolesse and Colin Johnson) entered into a Cultural Heritage Agreement for the project area (copy of agreement is attached). Before this cultural heritage agreement was discussed between the parties, a detailed cultural heritage assessment of the project area was undertaken, using the Aboriginal Parties' nominations for cultural heritage officers and a technical adviser. A report of the cultural heritage assessment was then prepared, and approved by the Aboriginal Parties (copy of cultural heritage report is attached) before the execution of the cultural heritage agreement.

The cultural heritage agreement includes a management schedule based on recommendations of the cultural heritage report. In the schedule are detailed directions on how management of cultural heritage in the project area should be undertaken as the project progresses. To date, the following management requirements have been met:

1. Site VC5: the existing track was closed and a new track created more than 20 metres away. A light layer of soil was spread over the area manually. Nature has taken its course in natural revegetation of the area. The Aboriginal Parties were informed and consulted during this process.

2. Zone Yellow: Monitors were invited back at the time of the initial vegetation removal in accordance with the cultural heritage agreement. No new cultural heritage was found during these inspections.
3. In accordance with the cultural heritage agreement, artefacts from Site VC1 were collected by senior monitors, and relocated to a site nominated by those senior monitors and agreed to by both parties.
4. The use of native trees in plantings, as recommended by the cultural heritage report is also a condition of the lease.

No other cultural heritage management has been required to date. However, as the project progresses, and further requirements of the cultural heritage agreement management schedule are triggered, QRE intends to continue its practice of honouring the agreement's instructions.

The cultural heritage agreement was prepared between the parties in accordance with section 23(3)(a)(iii) of Queensland's *Aboriginal Cultural Heritage Act 2003*, and as all triggered requirements of the agreement have been met to date, the project's duty of care to cultural heritage has been complied with.

We understand that the Port Curtis Coral Coast (PCCC) native title claim, for which Gidarjil is the Aboriginal cultural heritage body, has been re-authorized in the period since 2006, resulting in some changes to applicants and, by implication, Aboriginal Parties.

Our advice is that the 2006 cultural heritage agreement for the QRE project is still relevant, despite these changes, and will remain so until "QRE provides written notice to the Aboriginal Parties that construction and commissioning of the Project is complete" (clause 2 of the cultural heritage agreement). We also note that the cultural heritage agreement states that an "Aboriginal Party has the meaning given to the term in the Cultural Heritage Act, and refers to **Aboriginal Parties and their nominees**".

Clause 8 of the cultural heritage agreement provides for Project Liaison Officers, who can be reached through nominated address. Your organisation, Gidarjil Development Corporation, remains relevant for all communications to the Aboriginal Parties for the agreement. Given more recent changes to the PCCC native title claim discussed above, we are writing to Gidarjil Development Corporation for the following reasons:

1. To make sure that you are fully informed about the QRE project and its cultural heritage agreement.
2. To ask if the Aboriginal Parties named in the cultural heritage agreement wish to nominate replacement Aboriginal Parties for themselves, as is contemplated by the agreement's definition of "Aboriginal Parties". For example, we understand that Matthew Cooke, now an applicant and Aboriginal Party, was also nominated by Maureen Eggmolesse in the 2006 cultural heritage agreement as her nominated Project Liaison Officer. Is Gidarjil able to determine whether or not Maureen Eggmolesse wishes to nominate Matthew Cooke as

the Aboriginal Party to continue in her role for the duration of the cultural heritage agreement? We would deeply value your advice on this matter.

3. Finally, the 2006 cultural heritage agreement also nominates the Bailai Corporation as the point of contact for Matthew Cooke as one of the Project liaison Officers. Is Gidarjil able to determine whether or not this remains relevant, or should Gidarjil continue from this time as the only point of contact for all communications to the Aboriginal Parties?

If you wish to discuss this matter further please feel free to contact me. My contact details are shown on the letterhead above.

Yours sincerely



David Douglas
Project Administration Manager