

INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM EXPLORATION LICENCE PEL 182

1. 10 August 2005 Petroleum Exploration Licence PEL 182

Interests: Eagle Bay Resources NL 100%

2. 10 August 2005 Memorandum:
 - entering PEL 182 on the public register; and
 - noting receipt of security.

3. 10 August 2005 Land Access Deed dated 12 July 2005, pursuant to Section 31 of the *Native Title Act 1993* between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Yandruwandha/Yawarrawarrka People, Eagle Bay Resources NL and the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) (Under Administration).

Land Access Deed dated 12 July 2005 pursuant to Section 31 of the *Native Title Act 1993* between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Dieri People, Eagle Bay Resources NL and the Ngayana Dieri Karna (Aboriginal Corporation).

4. 10 August 2005 Memorandum entering Land Access Deeds dated 12 July 2005 pursuant to s.31 of the *Native Title Act 1993*, on the public register

5. 18 August 2005 Gazette Notice – Grant of Petroleum Exploration Licence PEL 182.

6. 19 September 2005 Memorandum entering Suspension of Petroleum Exploration Licence PEL 182 on the public register.

7. 19 September 2005 Suspension of Licence from and including 31 August 2005 to 30 May 2006.

8. 22 September 2005 Gazette Notice – Suspension of Petroleum Exploration Licence PEL 182.

9. 21 October 2005 Memorandum dated 21 October 2005 entering notation of the following document on the Public Register:

Agreement dated 3 October 2005 between AuDAX Resources Ltd and Eagle Bay Resources NL
Ref: SA 2005-36

10. 15 December 2005 Memorandum entering the temporary cessation of the Suspension of Petroleum Exploration Licence PEL 182 on the public register.
11. 15 December 2005 Temporary cessation of Suspension of Licence from and including 19 December 2005.

Expiry date is now 27 November 2010.
12. 22 December 2005 Gazette Notice – Temporary Cessation of Suspension of Petroleum Exploration Licence.
13. 8 March 2006 Memorandum entering the resumption of the Suspension dated 19 December 2005 on the public register.
14. 8 March 2006 Resumption of Suspension of Licence from and including 5 March 2006 to 14 August 2006.

Expiry date is now 9 May 2011.
15. 16 March 2006 Gazette Notice – Resumption of Suspension of Licence.
16. 28 February 2007 Suspension of Licence from 15 August 2006 to 28 February 2007.

Expiry date of PEL 182 is now 23 November 2011.
17. 28 February 2007 Memorandum entering Suspension of Petroleum Exploration Licence PEL 182 on the public register.
18. 8 March 2007 Gazettal of Suspension
19. 22 March 2007 Memorandum dated 22 March 2007 entering notation of the following document on the public register:

Addendum to Agreement dated 16 March 2007 between Eagle Bay Resources NL and Australian Oil Company No. 2 Pty Ltd, which affirms that the terms of the Farmin Agreement dated 3 June 2005 between Eagle Bay Resources NL and Australian Oil Company No. 2 Pty Ltd relative to application for Petroleum Exploration Licence PEL 182, apply to PEL 182.
Ref: SA 2007-11
20. 31 August 2007 Memorandum dated 31 August 2007 entering notation of the following document on the public register:

Farmin Agreement dated 10 March 2007 between Australian Oil Company No. 2 Pty Ltd and Dome Petroleum Resources Plc.
Ref: SA 2007-36
21. 15 November 2007 Memorandum entering Variation of Petroleum Exploration Licence PEL 182 on the public register.

22. 15 November 2007 Variation of Petroleum Exploration Licence PEL 182.
23. 22 November 2007 Gazettal of Variation.
24. 20 March 2008 Variation of Petroleum Exploration Licence PEL 182
25. 20 March 2008 Memorandum entering Variation of Petroleum Exploration Licence PEL 182 on the public register.
26. 27 March 2008 Gazettal of Variation.
27. 16 September 2008 Memorandum noting change of company name –

From: Eagle Bay Resources NL
To: Strategic Energy Resources Limited
28. 23 September 2008 Suspension of licence from 2 September 2008 to 1 March 2009.

Expiry date of PEL 182 is now 22 May 2012
29. 23 September 2008 Memorandum entering the suspension of Petroleum Exploration Licence PEL 182 on the public register.
30. 25 September 2008 Gazettal of Suspension.
31. 16 December 2008 Memorandum entering the temporary cessation of the Suspension of Petroleum Exploration Licence PEL 182 on the public register.
32. 16 December 2008 Temporary cessation of Suspension of Licence from and including 16 December 2008 until 17 December 2008.
33. 8 January 2009 Gazette notice – Temporary Cessation of Suspension of Petroleum Exploration Licence PEL 182.
34. 11 February 2009 Variation of licence conditions.
35. 11 February 2009 Memorandum entering variation of licence conditions on the public register.
36. 19 February 2009 Gazettal of variation of licence conditions.
37. 29 July 2009 Memorandum entering notation of the following registrable dealing on the public register:

Deed of Assignment dated 13 October 2008 between Strategic Energy Resources Limited and AuDAX Resources Ltd.
Ref: SA 2009-25

Interests in the licence are:

Strategic Energy Resources Limited	50.1%
AuDAX Resources Ltd	49.9%

38. 15 April 2010 Suspension of licence from 2 April 2010 to 1 October 2010.

Expiry of PEL 182 is now 21 November 2012.

39. 15 April 2010 Memorandum entering suspension on the public register.

40. 22 April 2010 Gazettal of suspension.

41. 23 July 2010 Memorandum entering notation of the following registrable dealings on the public register.

Sale and Purchase Agreement of 49.90% Participating Interest – PEL 182 dated 14 June 2010 between Victoria Oil Exploration (1977) Pty Ltd, AuDAX Resources Ltd and Victoria Petroleum N.L.

Ref: SA 2010-41

Interests in the licence are:

Strategic Energy Resources Limited	50.10%
Victoria Oil Exploration (1977) Pty Ltd	49.90%

Transfer dated 16 July 2010 between ADX Energy Ltd, Victoria Oil Exploration (1977) Pty Ltd and Strategic Energy Resources Ltd.

Ref: SA 2010-42

PEL 182 Assignment and Assumption Deed dated 16 July 2010 between Victoria Oil Exploration (1977) Pty Ltd, ADX Energy Ltd, Strategic Resources Limited and Australian Oil Company No 2 Pty Ltd.

Ref: SA 2010-43

42. 30 August 2010 Memorandum entering notation of the following registrable dealing on the public register:

Transfer dated 16 July 2010 between Strategic Energy Resources Limited, Innamincka Petroleum Limited and ADX Energy Ltd.

Ref: SA 2010-46

Interests in the licence are:

Strategic Energy Resources Limited	12.5%
Victoria Oil Exploration (1977) Pty Ltd	49.9%
Innamincka Petroleum Ltd	37.6%

43. 5 October 2010 Suspension of licence for the period from and including 2 October 2010 to 1 October 2011.
- Expiry date of PEL 182 is now 21 November 2013.
44. 5 October 2010 Memorandum entering suspension of licence on the publicregister.
45. 14 October 2010 Gazettal of suspension of licence.
46. 15 August 2011 Memorandum entering notation of change of company name on the public register.
- From: Innamincka Petroleum Limited
To: Acer Energy Limited
47. 15 August 2011 Certificate of Registration on Change of Name.
48. 22 August 2011 Memorandum entering notation of the following registrable dealing on the public register.
- Assignment and Assumption Deed PEL 182 Joint Venture Agreement dated 26 May 2011 between Innamincka Petroleum Limited, Strategic Energy Resources Ltd, ADX Energy Ltd and Australian Oil Company No. 2 Pty Ltd.
Ref: SA 2011-50
- Deed of Settlement and Release dated 22 June 2011 between Strategic Energy Resources Limited and Australian Oil Company No. 2 Pty Ltd.
Ref: SA 2011-51
- Transfer – PEL 182 dated 4 July 2011 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Innamincka Petroleum Limited.
Ref: SA 2011-52
- Interests in the licence are:
- | | |
|---|-------|
| Victoria Oil Exploration (1977) Pty Ltd | 49.9% |
| Acer Energy Limited | 37.6% |
| Australian Oil Company No. 2 Pty Ltd | 7.5% |
| Strategic Energy Resource Limited | 5.0% |
- PEL 182 Assignment and Assumption Deed dated 4 July 2011 between Australian Oil Company No. 2 Pty Ltd, Strategic Energy Resources Limited, Victoria Oil Exploration (1977) Pty Ltd and Innamincka Petroleum Limited.
Ref: SA 2011-53

Deed of Assumption Land Access Deed (Yandruwandha/Yawarrawarrka People) dated 4 July 2011 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Innamincka Petroleum Limited.
Ref: SA 2011-54

Deed of Assumption land Access Deed (Dieri People) dated 4 July 2011 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Innamincka Petroleum Limited.
Ref: SA 2011-55

49. 19 October 2011 Suspension of licence for the period from and including 2 October 2011 to 1 April 2012.

PEL 182 is now due to expire on 23 May 2014.
50. 19 October 2011 Memorandum entering suspension of licence on the public register.
51. 27 October 2011 Gazettal of suspension of licence.
52. 13 April 2012 Suspension of licence conditions for the period from and including 2 April 2012 to 1 October 2012.

Extension of licence term by the corresponding period of suspension.

Expiry date of PEL 182 is now 22 November 2014.
53. 13 April 2012 Memorandum entering suspension of licence condition and extension of licence term on the public register.
54. 19 April 2012 Gazettal of suspension and extension of licence.
55. 26 September 2012 Suspension of licence conditions for the period from and including 23 November 2012 to 22 May 2013.

Extension of term of licence term by the corresponding period of suspension.

PEL 182 is now due to expire on 22 May 2015.
56. 26 September 2012 Memorandum entering suspension of licence condition and extension of licence term on the public register.
57. 4 October 2012 Gazettal of suspension and extension of licence.
58. 27 February 2013 Memorandum entering notation of the following registrable dealings on the public register.

Transfer - PEL 182 dated 10 December 2012 between Strategic Energy Resources Limited, Victoria Oil Exploration (1977) Pty Ltd, Australian Oil Company No. 2 Pty Ltd and Acer Energy Limited.
Ref: SA 2013-03

Interests in the licence are:

Victoria Oil Exploration (1977) Pty Ltd	52.5%
Acer Energy Limited	37.6%
Australian Oil Company No. 2 Pty Ltd	7.5%
Strategic Energy Resources Limited	2.4%

Deed Assumption and Assignment PEL 182 Joint Venture Agreement dated 10 December 2012 between Victoria Oil Exploration (1977) Pty Ltd, Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd and Acer Energy Limited.
Ref: SA 2013-04

Deed of Assumption Land Access Deed (Dieri People) dated 10 December 2012 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Limited.
Ref: SA 2013-05

Deed of Assumption Land Access Deed (Yandruwandha/Yawarrawarrka People) dated 10 December 2012 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Limited.
Ref: SA 2013-06

59. 3 April 2013 Memorandum entering notation of the following registrable dealing on the public register.
- Joint Venture Operating Agreement – PEL 182 dated 11 October 2006 between Eagle Bay Resources N.L., AuDAX Resources Ltd and Australian Oil Company No. 2 Pty Ltd.
Ref: SA 2013-09
60. 2 May 2013 Suspension of licence conditions for the period from and including 23 May 2013 to 22 November 2013.
- Extension of term of licence term by the corresponding period of suspension.
- PEL 182 is now due to expire on 22 November 2015.
61. 2 May 2013 Memorandum entering suspension of licence condition and extension of licence term on the public register.

62. 9 May 2013 Gazettal of suspension and extension of licence.
63. 5 August 2013 Memorandum entering notation of the following registrable dealings on the public register.
- Sale and Purchase Agreement – PEL 182 dated 7 December 2012 between Strategic Energy Resources Limited and Acer Energy Limited.
Ref: SA 2013-45
- Transfer document dated 19 July 2013 between Strategic Energy Resources limited, Acer Energy Limited, Australian Oil Company No 2 Pty Ltd and Victoria Oil Exploration (1977) Pty Ltd.
Ref: SA 2013-46
- Interests in the licence are:
- | | |
|---|-------|
| Victoria Oil Exploration (1977) Pty Ltd | 52.5% |
| Acer Energy Limited | 40.0% |
| Australian Oil Company No 2 Pty Ltd | 7.5% |
- Deed of Assumption and Assignment – PEL 182 Joint Venture Agreement dated 22 July 2013 between Victoria Oil Exploration (1977) Pty Ltd, Strategic Energy Resources Limited, Australian Oil Company No 2 Pty Ltd and Acer Energy Limited.
Ref: SA 2013-47
- Deed of Assumption Land Access Deed (Dieri People) dated 22 July 2013 between Strategic Energy Resources Limited, Acer Energy Pty Limited, Australian Oil Company No 2 Pty Ltd and Victoria Oil Exploration (1977) Pty Ltd.
Ref: SA 2013-48
- Deed of Assumption Land Access Deed (Yandruwandha / Yawarrawarrka People) dated 22 July 2013 between Strategic Energy Resources Limited, Acer Energy Pty Limited, Australian Oil Company No 2 Pty Ltd and Victoria Oil Exploration (1977) Pty Ltd.
Ref: SA 2013-49
64. 15 January 2014 Memorandum entering notation of the following registrable dealing on the public register:
- Deed of Assignment dated 8 November 2013 between Dome Petroleum Resources Plc and Australian Oil Company No. 2 Pty Ltd.
Ref: SA 2014-01

Interests in the licence are:

Victoria Oil Exploration (1977) Pty Ltd	52.5%
Acer Energy Pty Ltd	40%
Australian Oil Exploration Company No. 2 Pty Ltd	7.5%

65. 15 January 2014 Memorandum entering notation of the following registrable dealings on the public register:

Sale and purchase agreement – PEL 182 dated 20 November 2013 between Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Pty Limited.

Ref: SA 2014-02

Transfer dated 20 November 2013 between Victoria Oil Exploration (1977) Pty Ltd, Acer Energy Pty Limited and Australian Oil Company No. 2 Pty Ltd.

Ref: SA 2014-03

Interests in the licence are:

Victoria Oil Exploration (1977) Pty Ltd	57%
Acer Energy Pty Ltd	43%

Deed of assumption and assignment – PEL 182 Joint Venture Agreement dated 20 November 2013 between Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Pty Limited.

Ref: SA 2014-04

Deed of Assumption – Land Access Agreement (Dieri People) dated 20 November 2013 between Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Pty Limited.

Ref: SA 2014-05

Deed of Assumption – Land Access Agreement (Yandruwandha / Yawarrawarra People) dated 20 November 2013 between Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Pty Limited.

Ref: SA 2014-06

66. 26 March 2014 Suspension of licence for the period from and including 24 March 2014 to 23 March 2015.

PEL 182 is now due to expire on 21 November 2016.

67. 26 March 2014 Memorandum entering suspension of licence on the public register.

68. 3 April 2014 Gazettal of suspension of licence.

69. 7 May 2014 Memorandum entering notation of the following registrable dealing on the public register.
- General Security Deed dated 2 April 2014 between Acer Energy Pty Limited and Commonwealth Bank of Australia.
Ref: SA 2014-42
70. 28 May 2014 Memorandum entering notation of revision to security arrangements on the public register.
71. 9 September 2014 Temporary cessation of suspension of licence dated 26 March 2014 with effect from 16 September 2014
- PEL 182 is now due to expire on 16 May 2016.
72. 9 September 2014 Memorandum entering temporary cessation of suspension of licence on the public register.
73. 18 September 2014 Gazettal of temporary cessation of suspension of licence.
74. 19 September 2014 Memorandum entering notation of discharge of security on the public register.
75. 9 October 2014 Memorandum entering notation of grant of adjunct AAL 210 on the public register.
76. 27 October 2014 Memorandum entering notation of revision to security arrangements on the public register.
77. 2 December 2014 Memorandum entering notation of grant of adjunct AAL 209 on the public register.
78. 5 December 2014 Memorandum entering variation of licence area following the grant of PRL 135 on the public register.
79. 16 December 2014 Memorandum entering notation of revision to security arrangements on the public register.
80. 23 March 2015 Memorandum entering notation of grant of adjunct AAL 224 on the public register.
81. 4 June 2015 Suspension of licence conditions for the period from and including 17 May 2016 to 16 May 2017.
- Extension of term of licence term by the corresponding period of suspension.
- PEL 182 is now due to expire on 16 May 2017.
82. 4 June 2015 Memorandum entering suspension of licence condition and extension of licence term on the public register.
83. 11 June 2015 Gazettal of suspension and extension of licence.

84. 14 March 2017 Suspension of licence conditions for the period from and including 17 May 2017 to 16 November 2017.
- Extension of term of licence term by the corresponding period of suspension.
- PEL 182 is now due to expire on 16 November 2017.
85. 14 March 2017 Memorandum entering suspension of licence condition and extension of licence term on the public register.
86. 21 March 2017 Gazettal of suspension and extension of licence.
87. 5 September 2017 Memorandum entering notation of extension of time for licensees to apply for renewal of licence on the public register.
88. 14 November 2017 Memorandum entering variation of licence area following the grant of PRLs 238, 239, 240, 241, 242, 243 and 244.
89. 8 February 2018 Renewal of licence
- PEL 182 is now due to expire on 16 November 2022.
- Interests in the licence are:
- | | |
|---|-----|
| Victoria Oil Exploration (1977) Pty Ltd | 57% |
| Acer Energy Pty Limited | 43% |
90. 8 February 2018 Memorandum entering notation of renewal of licence on the public register.
91. 6 November 2019 Memorandum entering variation of licence area following the grant of PPL 268 on the public register.
92. 29 May 2020 Suspension of licence conditions for the period from and including 17 November 2020 to 16 November 2021.
- Extension of term of licence term by the corresponding period of suspension.
- PEL 182 is now due to expire on 16 November 2023.
93. 29 May 2020 Memorandum entering suspension of licence condition and extension of licence term on the public register.
94. 4 June 2020 Gazettal of suspension and extension of licence.

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Condition & Extension of Licence Term
Petroleum Exploration Licence PEL 182**Extension of Licence Term
Associated Activities Licence AAL 224*

Pursuant to section 76A of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that Condition 1 of Petroleum Exploration Licence 182 has been suspended for the period from 17 November 2020 to 16 November 2021 inclusive, pursuant to delegated powers dated 29 June 2018.

The term of PEL 182 has been extended by a period corresponding to the period of suspension, such that PEL 182 will now expire on 16 November 2023.

As a consequence of the suspension and extension of PEL 182, the term of the adjunct Associated Activities Licence AAL 224 is extended, such that AAL 224 will now expire on 16 November 2021.

Dated: 29 May 2020

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

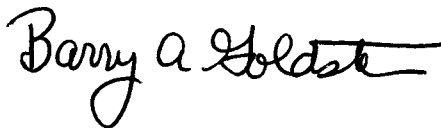
Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

ASSOCIATED ACTIVITIES LICENCE
AAL 224

1. Suspension of the work program commitments under licence condition 1 of petroleum exploration licence PEL 182 is hereby entered on the public register.
2. Extension of the term of PEL 182 by the corresponding period of suspension is hereby entered on the public register.
3. As a consequence of the suspension and extension of PEL 182, extension of the term of the adjunct associated activities licence AAL 224 is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

Date: 29 May 2020

Ref: F2012/000681
F2014/001275

Petroleum and Geothermal Energy Act 2000
S.76A

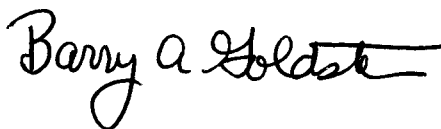
**SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 182**

**EXTENSION OF LICENCE TERM
ASSOCIATED ACTIVITIES LICENCE
AAL 224**

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department for Energy and Mining, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Dan van Holst Pellekaan, Minister for Energy and Mining (Minister), pursuant to delegated powers dated 29 June 2018 hereby –

- a) Suspend the commitments under licence condition 1 of petroleum exploration licence (PEL) 182 for the period from 17 November 2020 to 16 November 2021 inclusive; and
- b) Extend the term of PEL 182 by the corresponding period of suspension, such that PEL 182 will now expire on 16 November 2023.
- c) As a consequence of the suspension and extension of PEL 182, the term of the adjunct associated activities licence (AAL) 224 is extended, such that AAL 224 will now expire on 16 November 2021.

Dated: 29 May 2020



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Following the grant of Petroleum Production Licence PPL 268 on 6 November 2019, a variation of the licence area of PEL 182 as per the attached Schedule and Map is hereby entered on the public register.
2. The total area of PEL 182 is now 870.18 km² approximately.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

Date: 6 November 2019

Ref: 27/2/314

THE SCHEDULE

DESCRIPTION OF AREA

All that part of the State of South Australia, bounded as follows:-

Commencing at a point being the intersection of latitude 26°55'00"S GDA94 and longitude 140°22'00"E GDA94, thence east to longitude 140°26'00"E AGD66, south to latitude 27°05'00"S AGD66, west to longitude 140°21'00"E AGD66, south to latitude 27°06'00"S AGD66, west to longitude 140°20'00"E AGD66, south to latitude 27°10'20"S AGD66, east to longitude 140°20'10"E AGD66, south to latitude 27°10'30"S AGD66, east to longitude 140°20'20"E AGD66, south to latitude 27°10'40"S AGD66, east to longitude 140°20'40"E AGD66, south to latitude 27°10'50"S AGD66, east to longitude 140°22'00"E AGD66, south to latitude 27°11'00"S AGD66, east to longitude 140°22'20"E AGD66, south to latitude 27°11'10"S AGD66, east to longitude 140°22'40"E AGD66, south to latitude 27°11'20"S AGD66, east to longitude 140°22'50"E AGD66, south to latitude 27°11'30"S AGD66, east to longitude 140°23'10"E AGD66, south to latitude 27°12'50"S AGD66, west to longitude 140°22'00"E AGD66, south to latitude 27°13'00"S AGD66, west to longitude 140°21'30"E AGD66, south to latitude 27°13'10"S AGD66, west to longitude 140°21'10"E AGD66, south to latitude 27°13'20"S AGD66, west to longitude 140°20'10"E AGD66, south to latitude 27°13'30"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°13'40"S AGD66, west to longitude 140°18'00"E AGD66, north to latitude 27°13'30"S AGD66, west to longitude 140°17'30"E AGD66, north to latitude 27°13'20"S AGD66, west to longitude 140°17'10"E AGD66, north to latitude 27°13'10"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°14'00"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°14'20"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°14'30"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°14'40"S AGD66, east to longitude 140°17'00"E AGD66, south to latitude 27°15'00"S AGD66, east to longitude 140°17'40"E AGD66, north to latitude 27°14'50"S AGD66, east to longitude 140°17'50"E AGD66, north to latitude 27°14'40"S AGD66, east to longitude 140°18'10"E AGD66, south to latitude 27°15'30"S AGD66, east to longitude 140°20'00"E AGD66, south to latitude 27°26'10"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°27'00"S AGD66, west to longitude 140°19'00"E AGD66, south to latitude 27°27'20"S AGD66, west to longitude 140°18'20"E AGD66, south to latitude 27°30'00"S AGD66, west to longitude 140°05'00"E GDA94, north to latitude 27°27'00"S GDA94, west to longitude 139°57'35"E GDA94, north to latitude 27°23'25"S GDA94, east to longitude 140°02'35"E GDA94, north to latitude 27°20'00"S GDA94, east to longitude 140°06'00"E GDA94, south to latitude 27°20'45"S GDA94, east to longitude 140°06'35"E GDA94, south to latitude 27°22'00"S GDA94, east to longitude 140°06'50"E GDA94, south to latitude 27°23'35"S GDA94, east to longitude 140°07'00"E GDA94, south to latitude 27°24'00"S GDA94, east to longitude 140°07'40"E GDA94, south to latitude 27°25'00"S GDA94, east to longitude 140°08'00"E GDA94, south to latitude 27°25'35"S GDA94, east to longitude 140°08'25"E GDA94, south to latitude 27°26'20"S GDA94, east to longitude 140°08'55"E GDA94, south to latitude 27°27'10"S GDA94, east to longitude 140°10'30"E GDA94, north to latitude 27°26'30"S GDA94, west to longitude 140°09'50"E GDA94, north to latitude 27°23'05"S GDA94, east to longitude 140°12'15"E GDA94,

north to latitude 27°22'30"S GDA94, east to longitude 140°12'23"E GDA94,
north to latitude 27°22'10"S GDA94, east to longitude 140°12'40"E GDA94,
north to latitude 27°22'00"S GDA94, east to longitude 140°13'14"E GDA94,
north to latitude 27°21'54"S GDA94, east to longitude 140°13'24"E GDA94,
north to latitude 27°21'44"S GDA94, east to longitude 140°13'33"E GDA94,
north to the southern boundary of the Malkumba-Coongie Lakes National Park, then north
easterly along the boundary of the said National Park to longitude 140°13'35"E GDA94,
north to latitude 27°20'20"S GDA94, west to longitude 140°13'15"E GDA94,
north to latitude 27°16'30"S GDA94, west to longitude 140°12'10"E GDA94,
north to latitude 27°15'50"S GDA94, west to longitude 140°11'40"E GDA94,
north to latitude 27°13'15"S GDA94, east to longitude 140°12'35"E GDA94,
north to latitude 27°12'40"S GDA94, east to the eastern boundary of the Malkumba-Coongie
Lakes National Park, then beginning north easterly along the boundary of the said National
Park to longitude 140°12'15"E GDA94,
north to latitude 27°03'50"S GDA94, east to longitude 140°12'55"E GDA94,
north to latitude 27°03'20"S GDA94, east to longitude 140°16'15"E GDA94,
north to latitude 27°02'50"S GDA94, east to longitude 140°22'00"E GDA94,
north to latitude 27°02'45"S GDA94, east to longitude 140°25'05"E GDA94,
north to latitude 27°00'25"S GDA94, west to longitude 140°24'10"E GDA94,
north to latitude 26°59'35"S GDA94, west to longitude 140°22'00"E GDA94,
and north to the point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°18'30"S AGD66
and longitude 140°15'40"E AGD66, thence east to longitude 140°16'10"E AGD66,
south to latitude 27°18'40"S AGD66, east to longitude 140°16'20"E AGD66,
south to latitude 27°18'50"S AGD66, east to longitude 140°16'30"E AGD66,
south to latitude 27°19'00"S AGD66, east to longitude 140°16'40"E AGD66,
south to latitude 27°19'30"S AGD66, west to longitude 140°16'20"E AGD66,
south to latitude 27°19'40"S AGD66, west to longitude 140°16'10"E AGD66,
south to latitude 27°19'50"S AGD66, west to longitude 140°15'20"E AGD66,
south to latitude 27°20'00"S AGD66, east to longitude 140°15'30"E AGD66,
south to latitude 27°21'20"S AGD66, east to longitude 140°15'40"E AGD66,
south to latitude 27°21'30"S AGD66, east to longitude 140°16'10"E AGD66,
south to latitude 27°22'00"S AGD66, west to longitude 140°16'00"E AGD66,
south to latitude 27°23'00"S AGD66, west to longitude 140°15'50"E AGD66,
south to latitude 27°23'10"S AGD66, west to longitude 140°15'40"E AGD66,
south to latitude 27°23'20"S AGD66, west to longitude 140°14'20"E AGD66,
north to latitude 27°23'10"S AGD66, west to longitude 140°13'40"E AGD66,
south to latitude 27°23'50"S AGD66, west to longitude 140°13'30"E AGD66,
south to latitude 27°24'00"S AGD66, west to longitude 140°13'20"E AGD66,
south to latitude 27°24'30"S AGD66, east to longitude 140°13'30"E AGD66,
south to latitude 27°24'40"S AGD66, east to longitude 140°13'40"E AGD66,
south to latitude 27°25'10"S AGD66, west to longitude 140°13'20"E AGD66,
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south to latitude 27°25'30"S AGD66, west to longitude 140°12'40"E AGD66,
south to latitude 27°25'40"S AGD66, west to longitude 140°12'20"E AGD66,
south to latitude 27°25'50"S AGD66, west to longitude 140°12'10"E AGD66,
south to latitude 27°26'10"S AGD66, west to longitude 140°11'20"E AGD66,
north to latitude 27°25'50"S AGD66, east to longitude 140°11'30"E AGD66,
north to latitude 27°24'40"S AGD66, east to longitude 140°11'40"E AGD66,
north to latitude 27°24'30"S AGD66, east to longitude 140°11'50"E AGD66,
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north to latitude 27°24'00"S AGD66, east to longitude 140°12'20"E AGD66,

north to latitude 27°23'30"S AGD66, east to longitude 140°12'30"E AGD66,
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north to latitude 27°19'10"S AGD66, east to longitude 140°14'50"E AGD66,
north to latitude 27°19'00"S AGD66, east to longitude 140°15'00"E AGD66,
north to latitude 27°18'50"S AGD66, east to longitude 140°15'20"E AGD66,
north to latitude 27°18'40"S AGD66, east to longitude 140°15'40"E AGD66,
and north to point of commencement.

and

Commencing at a point being the intersection of latitude 27°26'50"S AGD66
and longitude 140°10'40"E AGD66, thence east to longitude 140°11'25"E AGD66,
south to latitude 27°27'00"S Clarke1858, east to longitude 140°11'30"E AGD66,
south to latitude 27°27'30"S AGD66, west to longitude 140°11'20"E AGD66,
south to latitude 27°27'50"S AGD66, west to longitude 140°11'10"E AGD66,
south to latitude 27°28'10"S AGD66, west to longitude 140°10'50"E AGD66,
south to latitude 27°29'10"S AGD66, west to longitude 140°10'30"E AGD66,
south to latitude 27°29'20"S AGD66, west to longitude 140°09'40"E AGD66,
north to latitude 27°28'30"S AGD66, east to longitude 140°09'50"E AGD66,
north to latitude 27°28'10"S AGD66, east to longitude 140°10'00"E AGD66,
north to latitude 27°28'00"S AGD66, east to longitude 140°10'10"E AGD66,
north to latitude 27°27'50"S AGD66, east to longitude 140°10'20"E AGD66,
north to latitude 27°27'40"S AGD66, east to longitude 140°10'30"E AGD66,
north to latitude 27°27'10"S AGD66, east to longitude 140°10'40"E AGD66,
and north to point of commencement.

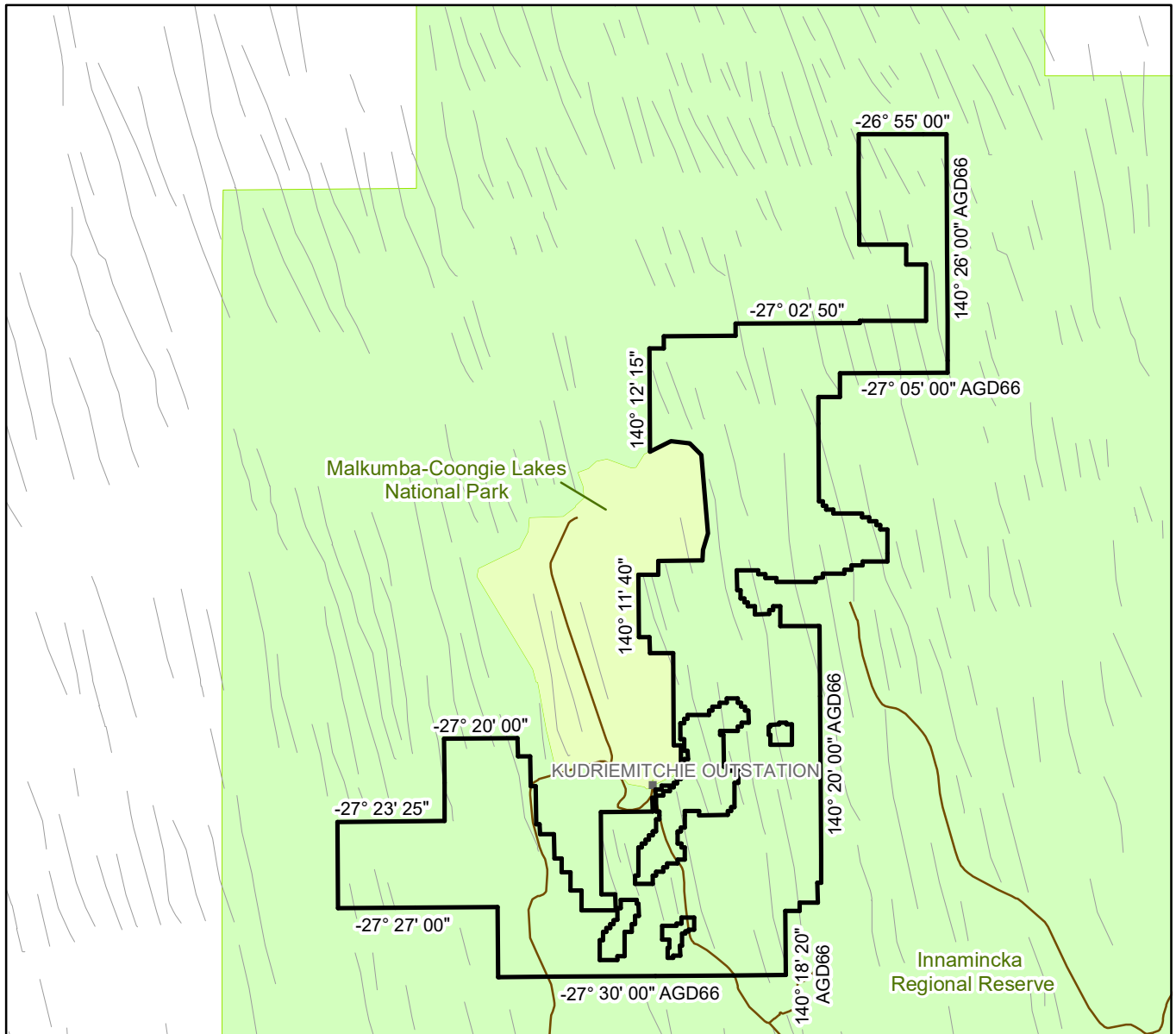
and

Commencing at a point being the intersection of latitude 27°27'35"S AGD66
and longitude 140°13'30"E AGD66, thence east to longitude 140°14'05"E AGD66,
south to latitude 27°28'05"S AGD66, west to longitude 140°13'50"E AGD66,
south to latitude 27°28'10"S AGD66, west to longitude 140°13'40"E AGD66,
south to latitude 27°28'15"S AGD66, west to longitude 140°13'30"E AGD66,
south to latitude 27°28'45"S AGD66, west to longitude 140°13'25"E AGD66,
south to latitude 27°29'10"S AGD66, west to longitude 140°13'05"E AGD66,
south to latitude 27°29'15"S AGD66, west to longitude 140°12'50"E AGD66,
north to latitude 27°28'50"S AGD66, east to longitude 140°12'55"E AGD66,
north to latitude 27°28'30"S AGD66, west to longitude 140°12'35"E AGD66,
north to latitude 27°27'55"S AGD66, east to longitude 140°13'15"E AGD66,
north to latitude 27°27'50"S AGD66, east to longitude 140°13'30"E AGD66,
and north to point of commencement.

and

Commencing at a point being the intersection of latitude $27^{\circ}19'30''\text{S}$ GDA94 and longitude $140^{\circ}17'45''\text{E}$ GDA94, thence east to longitude $140^{\circ}18'10''\text{E}$ GDA94, north to latitude $27^{\circ}19'25''\text{S}$ GDA94, east to longitude $140^{\circ}18'30''\text{E}$ GDA94, south to latitude $27^{\circ}19'30''\text{S}$ GDA94, east to longitude $140^{\circ}18'45''\text{E}$ GDA94, south to latitude $27^{\circ}20'20''\text{S}$ GDA94, west to longitude $140^{\circ}17'45''\text{E}$ GDA94, north to latitude $27^{\circ}19'55''\text{S}$ GDA94, west to longitude $140^{\circ}17'40''\text{E}$ GDA94, north to latitude $27^{\circ}19'35''\text{S}$ GDA94, east to longitude $140^{\circ}17'45''\text{E}$ GDA94, and north to the point of commencement.

AREA: **870.18** square kilometres approximately.



Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Australian Geodetic Datum (AGD66), the Geocentric Datum of Australia (GDA94) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 182

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

**ASSOCIATED ACTIVITIES LICENCE
AAL 224**

1. Renewal of these licences effective from 17 November 2017 is hereby entered on the public register.
2. Interests in the licence are:

Victoria Oil Exploration (1977) Pty Ltd	57%
Acer Energy Pty Limited	43%



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of the Premier and Cabinet
Delegate of the Minister for Mineral Resources and Energy

Date: 8 February 2018

File: F2012/000681
F2014/001275

Petroleum and Geothermal Energy Act 2000

FIRST RENEWAL OF PETROLEUM EXPLORATION LICENCE

PEL 182

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department the Premier and Cabinet, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 31 March 2017, HEREBY GRANT to:

Victoria Oil Exploration (1977) Pty Ltd
ACN 008 898 431

Acer Energy Pty Limited
ACN 101 313 777

(hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, to have effect from 17 November 2017 and to expire on 16 November 2022, subject to the provisions of the *Petroleum and Geothermal Energy Act 2000*.

DESCRIPTION OF AREA

The land comprised in this licence is that part of the State of South Australia described in the Schedule hereto:

CONDITIONS

1. During the term of the licence, the Licensee shall carry out or cause to be carried out, exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Year one exploratory operations are guaranteed and any subsequent licence year work program becomes guaranteed upon entry into any such licence year. These exploratory operations shall include but not necessarily be limited to:-

Year of Term of Licence	Minimum Work Requirements
One	• Geological and geophysical studies.
Two	• Geological and geophysical studies.
Three	• Geological and geophysical studies.
Four	• Geological and geophysical studies.
Five	• Drill one exploration well.

2. In the event that the Licensee during any year of the term of this licence fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.
3. Pursuant to Section 74 of the Act the regulated activities to be carried out pursuant to this Licence are classified as requiring low level official surveillance.
4. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of \$50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security"). The Security shall be lodged in the form of either:
 - (a) cash; or
 - (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,
- 4.1 Interest will not be payable by the Minister to the Licensee on any cash Security.
- 4.2 All charges incurred by the Licensee in obtaining and maintaining the Security, shall be met by the Licensee.
- 4.3 If upon expiry, this Licence is not renewed and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensee.
5. The Licensee must:
 - (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
6. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, or the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.
7. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the *Petroleum and Geothermal Energy Act 2000*, that the report also includes an assessment of the potential economic consequences for other licensees under the *Petroleum and Geothermal Energy Act 2000* or *Mining Act 1971* and owners of land, arising out of proposed regulated activities to be carried out in the licence area.

8. A contract or agreement entered into by the licensee to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the *Petroleum Act 1940* or the *Petroleum and Geothermal Energy Act 2000* cannot transfer, limit or exclude liability under the *Petroleum and Geothermal Energy Act 2000* unless written consent of the Minister is obtained.
9. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 12 July 2005 between the Minister, the Licensee and the Yandruwandha/Yawarrawarrka Native Title Party entered into for the purposes of Section 31 of the *Native Title Act 1993*.

Date: 8 February 2018



.....
BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of the Premier and Cabinet
Delegate of the Minister for Mineral Resources and Energy

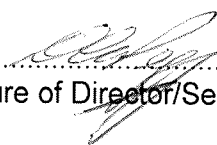
EXECUTED BY THE LICENSEE:

EXECUTED by Victoria Oil Exploration (1977) Pty Ltd (ACN 008 898 431)
in accordance with Section 127 of the
Corporations Act 2001


.....
Signature of Director

IAN RICHARD DAVIES

.....
[Print Name of Director]


.....
Signature of Director/Secretary*

DAVID ANDREW PEGG

.....
[Print Name of Director/Secretary*]
(*delete the inapplicable)

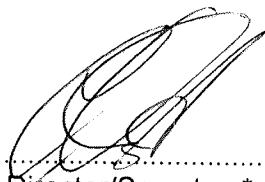

.....
Date

EXECUTED by Acer Energy Pty Limited (ACN 101 313 777)
in accordance with Section 127 of the
Corporations Act 2001


.....
Signature of Director

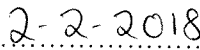
Matt Kay
Director

.....
[Print Name of Director]


.....
Signature of Director/Secretary*

CATHY OSTER
COMPANY SECRETARY

.....
[Print Name of Director/Secretary*]
(*delete the inapplicable)


.....
Date

THE SCHEDULE
PETROLEUM EXPLORATION LICENCE
PEL 182

Description of Area

Commencing at a point being the intersection of latitude 26°55'00"S GDA94 and longitude 140°22'00"E GDA94, thence east to longitude 140°26'00"E AGD66, south to latitude 27°05'00"S AGD66, west to longitude 140°21'00"E AGD66, south to latitude 27°06'00"S AGD66, west to longitude 140°20'00"E AGD66, south to latitude 27°10'20"S AGD66, east to longitude 140°20'10"E AGD66, south to latitude 27°10'30"S AGD66, east to longitude 140°20'20"E AGD66, south to latitude 27°10'40"S AGD66, east to longitude 140°20'40"E AGD66, south to latitude 27°10'50"S AGD66, east to longitude 140°22'00"E AGD66, south to latitude 27°11'00"S AGD66, east to longitude 140°22'20"E AGD66, south to latitude 27°11'10"S AGD66, east to longitude 140°22'40"E AGD66, south to latitude 27°11'20"S AGD66, east to longitude 140°22'50"E AGD66, south to latitude 27°11'30"S AGD66, east to longitude 140°23'10"E AGD66, south to latitude 27°12'50"S AGD66, west to longitude 140°22'00"E AGD66, south to latitude 27°13'00"S AGD66, west to longitude 140°21'30"E AGD66, south to latitude 27°13'10"S AGD66, west to longitude 140°21'10"E AGD66, south to latitude 27°13'20"S AGD66, west to longitude 140°20'10"E AGD66, south to latitude 27°13'30"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°13'40"S AGD66, west to longitude 140°18'00"E AGD66, north to latitude 27°13'30"S AGD66, west to longitude 140°17'30"E AGD66, north to latitude 27°13'20"S AGD66, west to longitude 140°17'10"E AGD66, north to latitude 27°13'10"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°14'00"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°14'20"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°14'30"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°14'40"S AGD66, east to longitude 140°17'00"E AGD66, south to latitude 27°15'00"S AGD66, east to longitude 140°17'40"E AGD66, north to latitude 27°14'50"S AGD66, east to longitude 140°17'50"E AGD66, north to latitude 27°14'40"S AGD66, east to longitude 140°18'10"E AGD66, south to latitude 27°15'30"S AGD66, east to longitude 140°20'00"E AGD66, south to latitude 27°26'10"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°27'00"S AGD66, west to longitude 140°19'00"E AGD66, south to latitude 27°27'20"S AGD66, west to longitude 140°18'20"E AGD66, south to latitude 27°30'00"S AGD66, west to longitude 140°05'00"E GDA94, north to latitude 27°27'00"S GDA94, west to longitude 139°57'35"E GDA94, north to latitude 27°23'25"S GDA94, east to longitude 140°02'35"E GDA94, north to latitude 27°20'00"S GDA94, east to longitude 140°06'00"E GDA94, south to latitude 27°20'45"S GDA94, east to longitude 140°06'35"E GDA94, south to latitude 27°22'00"S GDA94, east to longitude 140°06'50"E GDA94, south to latitude 27°23'35"S GDA94, east to longitude 140°07'00"E GDA94, south to latitude 27°24'00"S GDA94, east to longitude 140°07'40"E GDA94, south to latitude 27°25'00"S GDA94, east to longitude 140°08'00"E GDA94, south to latitude 27°25'35"S GDA94, east to longitude 140°08'25"E GDA94, south to latitude 27°26'20"S GDA94, east to longitude 140°08'55"E GDA94,

south to latitude 27°27'10"S GDA94, east to longitude 140°10'30"E GDA94, north to latitude 27°26'30"S GDA94, west to longitude 140°09'50"E GDA94, north to latitude 27°23'05"S GDA94, east to longitude 140°12'15"E GDA94, north to latitude 27°22'30"S GDA94, east to longitude 140°12'23"E GDA94, north to latitude 27°22'10"S GDA94, east to longitude 140°12'40"E GDA94, north to latitude 27°22'00"S GDA94, east to longitude 140°13'14"E GDA94, north to latitude 27°21'54"S GDA94, east to longitude 140°13'24"E GDA94, north to latitude 27°21'44"S GDA94, east to longitude 140°13'33"E GDA94, north to the southern boundary of the Malkumba-Coongie Lakes National Park, then north easterly along the boundary of the said National Park to longitude 140°13'35"E GDA94, north to latitude 27°20'20"S GDA94, west to longitude 140°13'15"E GDA94, north to latitude 27°16'30"S GDA94, west to longitude 140°12'10"E GDA94, north to latitude 27°15'50"S GDA94, west to longitude 140°11'40"E GDA94, north to latitude 27°13'15"S GDA94, east to longitude 140°12'35"E GDA94, north to latitude 27°12'40"S GDA94, east to the eastern boundary of the Malkumba-Coongie Lakes National Park, then beginning north easterly along the boundary of the said National Park to longitude 140°12'15"E GDA94, north to latitude 27°03'50"S GDA94, east to longitude 140°12'55"E GDA94, north to latitude 27°03'20"S GDA94, east to longitude 140°16'15"E GDA94, north to latitude 27°02'50"S GDA94, east to longitude 140°22'00"E GDA94, north to latitude 27°02'45"S GDA94, east to longitude 140°25'05"E GDA94, north to latitude 27°00'25"S GDA94, west to longitude 140°24'10"E GDA94, north to latitude 26°59'35"S GDA94, west to longitude 140°22'00"E GDA94, and north to the point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°18'30"S AGD66 and longitude 140°15'40"E AGD66, thence east to longitude 140°16'10"E AGD66, south to latitude 27°18'40"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°18'50"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°19'00"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°19'30"S AGD66, west to longitude 140°16'20"E AGD66, south to latitude 27°19'40"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°19'50"S AGD66, west to longitude 140°15'20"E AGD66, south to latitude 27°20'00"S AGD66, east to longitude 140°15'30"E AGD66, south to latitude 27°21'20"S AGD66, east to longitude 140°15'40"E AGD66, south to latitude 27°21'30"S AGD66, east to longitude 140°16'10"E AGD66, south to latitude 27°22'00"S AGD66, west to longitude 140°16'00"E AGD66, south to latitude 27°23'00"S AGD66, west to longitude 140°15'50"E AGD66, south to latitude 27°23'10"S AGD66, west to longitude 140°15'40"E AGD66, south to latitude 27°23'20"S AGD66, west to longitude 140°14'20"E AGD66, north to latitude 27°23'10"S AGD66, west to longitude 140°13'40"E AGD66, south to latitude 27°23'50"S AGD66, west to longitude 140°13'30"E AGD66, south to latitude 27°24'00"S AGD66, west to longitude 140°13'20"E AGD66, south to latitude 27°24'30"S AGD66, east to longitude 140°13'30"E AGD66, south to latitude 27°24'40"S AGD66, east to longitude 140°13'40"E AGD66, south to latitude 27°25'10"S AGD66, west to longitude 140°13'20"E AGD66, south to latitude 27°25'20"S AGD66, west to longitude 140°12'50"E AGD66, south to latitude 27°25'30"S AGD66, west to longitude 140°12'40"E AGD66, south to latitude 27°25'40"S AGD66, west to longitude 140°12'20"E AGD66, south to latitude 27°25'50"S AGD66, west to longitude 140°12'10"E AGD66, south to latitude 27°26'10"S AGD66, west to longitude 140°11'20"E AGD66, north to latitude 27°25'50"S AGD66, east to longitude 140°11'30"E AGD66, north to latitude 27°24'40"S AGD66, east to longitude 140°11'40"E AGD66, north to latitude 27°24'30"S AGD66, east to longitude 140°11'50"E AGD66, north to latitude 27°24'20"S AGD66, east to longitude 140°12'00"E AGD66, north to latitude 27°24'10"S AGD66, east to longitude 140°12'10"E AGD66, north to latitude 27°24'00"S AGD66, east to longitude 140°12'20"E AGD66, north to latitude 27°23'30"S AGD66, east to longitude 140°12'30"E AGD66,

north to latitude 27°23'10"S AGD66, west to longitude 140°12'20"E AGD66,
north to latitude 27°22'30"S AGD66, east to longitude 140°12'40"E AGD66,
north to latitude 27°22'20"S AGD66, east to longitude 140°13'00"E AGD66,
north to latitude 27°22'10"S AGD66, east to longitude 140°13'10"E AGD66,
north to latitude 27°22'00"S AGD66, east to longitude 140°13'20"E AGD66,
north to latitude 27°21'50"S AGD66, east to longitude 140°13'30"E AGD66,
north to latitude 27°21'40"S AGD66, east to longitude 140°13'40"E AGD66,
north to latitude 27°21'00"S AGD66, east to longitude 140°13'50"E AGD66,
north to latitude 27°20'40"S AGD66, west to longitude 140°13'40"E AGD66,
north to latitude 27°20'10"S AGD66, west to longitude 140°13'30"E AGD66,
north to latitude 27°19'30"S AGD66, east to longitude 140°13'40"E AGD66,
north to latitude 27°19'20"S AGD66, east to longitude 140°13'50"E AGD66,
north to latitude 27°19'10"S AGD66, east to longitude 140°14'50"E AGD66,
north to latitude 27°19'00"S AGD66, east to longitude 140°15'00"E AGD66,
north to latitude 27°18'50"S AGD66, east to longitude 140°15'20"E AGD66,
north to latitude 27°18'40"S AGD66, east to longitude 140°15'40"E AGD66,
and north to point of commencement.

and

Commencing at a point being the intersection of latitude 27°26'50"S AGD66
and longitude 140°10'40"E AGD66, thence east to longitude 140°11'25"E AGD66,
south to latitude 27°27'00"S Clarke1858, east to longitude 140°11'30"E AGD66,
south to latitude 27°27'30"S AGD66, west to longitude 140°11'20"E AGD66,
south to latitude 27°27'50"S AGD66, west to longitude 140°11'10"E AGD66,
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north to latitude 27°27'10"S AGD66, east to longitude 140°10'40"E AGD66,
and north to point of commencement.

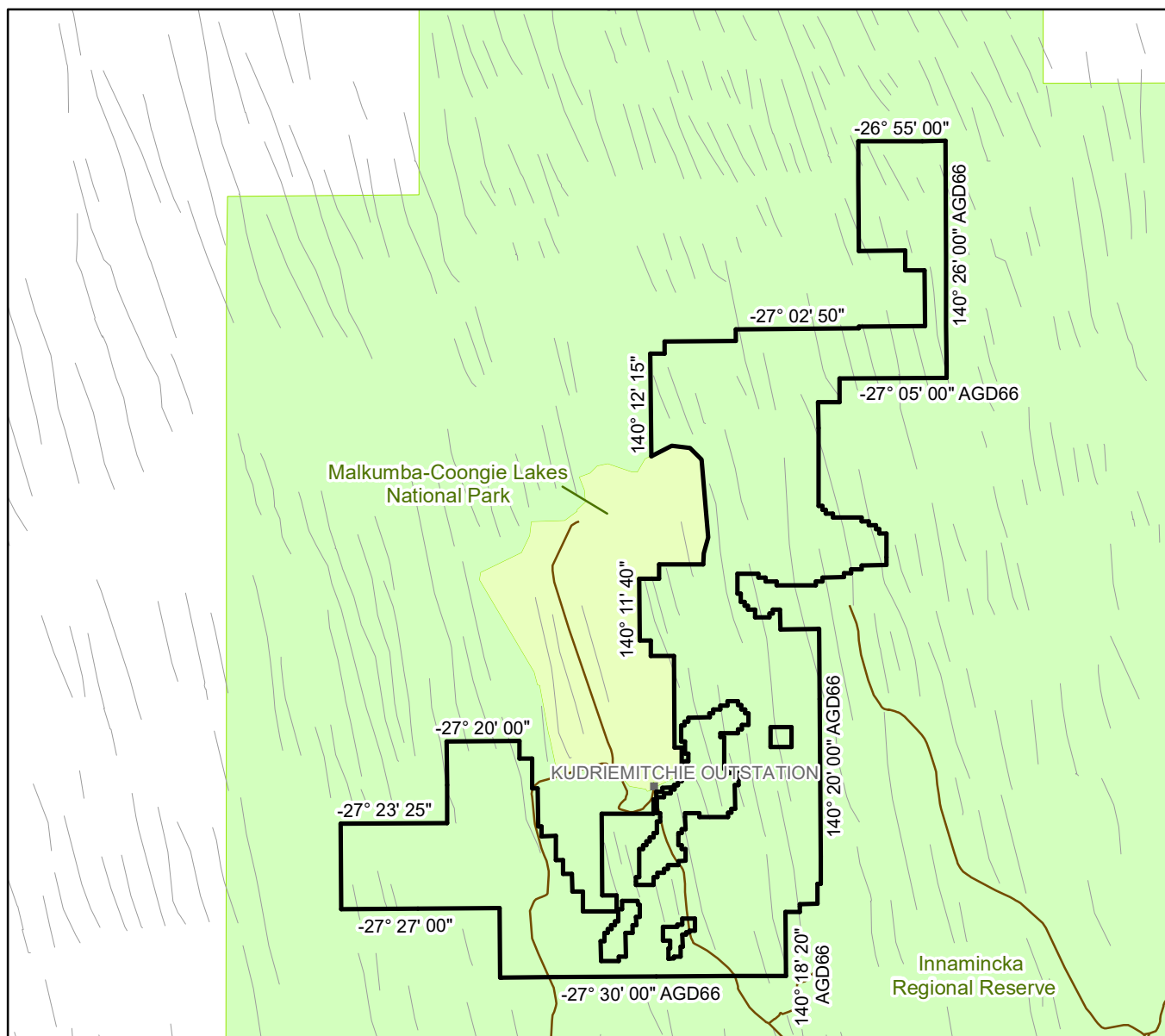
and

Commencing at a point being the intersection of latitude 27°27'35"S AGD66
and longitude 140°13'30"E AGD66, thence east to longitude 140°14'05"E AGD66,
south to latitude 27°28'05"S AGD66, west to longitude 140°13'50"E AGD66,
south to latitude 27°28'10"S AGD66, west to longitude 140°13'40"E AGD66,
south to latitude 27°28'15"S AGD66, west to longitude 140°13'30"E AGD66,
south to latitude 27°28'45"S AGD66, west to longitude 140°13'25"E AGD66,
south to latitude 27°29'10"S AGD66, west to longitude 140°13'05"E AGD66,
south to latitude 27°29'15"S AGD66, west to longitude 140°12'50"E AGD66,
north to latitude 27°28'50"S AGD66, east to longitude 140°12'55"E AGD66,
north to latitude 27°28'30"S AGD66, west to longitude 140°12'35"E AGD66,
north to latitude 27°27'55"S AGD66, east to longitude 140°13'15"E AGD66,
north to latitude 27°27'50"S AGD66, east to longitude 140°13'30"E AGD66,
and north to point of commencement.

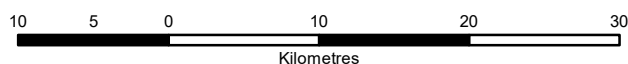
and

Commencing at a point being the intersection of latitude 27°19'30"S GDA94
and longitude 140°17'45"E GDA94, thence east to longitude 140°18'45"E GDA94,
south to latitude 27°20'20"S GDA94, west to longitude 140°17'45"E GDA94,
and north to the point of commencement.

AREA: **870.35** square kilometres approximately.



SCALE 1:500 000



Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Australian Geodetic Datum (AGD66), the Geocentric Datum of Australia (GDA94) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 182

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Following grant of Petroleum Retention Licences PRLs 238, 239, 240, 241, 242, 243 and 244 on 14 November 2017, a variation of the licence area of PEL 182 as per the attached Schedule and Map is hereby entered on the public register.
2. The total area of PEL 182 is now 1,049 km² approximately.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of the Premier and Cabinet
Delegate of the Minister for Mineral Resources and Energy

Date: 14 November 2017

Ref: F2012/000681

THE SCHEDULE

DESCRIPTION OF AREA

Commencing at a point being the intersection of latitude 26°52'00"S GDA94 and longitude 140°03'00"E GDA94, thence east to longitude 140°10'00"E GDA94, south to latitude 26°55'00"S GDA94, east to longitude 140°26'00"E AGD66, south to latitude 27°05'00"S AGD66, west to longitude 140°21'00"E AGD66, south to latitude 27°06'00"S AGD66, west to longitude 140°20'00"E AGD66, south to latitude 27°10'20"S AGD66, east to longitude 140°20'10"E AGD66, south to latitude 27°10'30"S AGD66, east to longitude 140°20'20"E AGD66, south to latitude 27°10'40"S AGD66, east to longitude 140°20'40"E AGD66, south to latitude 27°10'50"S AGD66, east to longitude 140°22'00"E AGD66, south to latitude 27°11'00"S AGD66, east to longitude 140°22'20"E AGD66, south to latitude 27°11'10"S AGD66, east to longitude 140°22'40"E AGD66, south to latitude 27°11'20"S AGD66, east to longitude 140°22'50"E AGD66, south to latitude 27°11'30"S AGD66, east to longitude 140°23'10"E AGD66, south to latitude 27°12'50"S AGD66, west to longitude 140°22'00"E AGD66, south to latitude 27°13'00"S AGD66, west to longitude 140°21'30"E AGD66, south to latitude 27°13'10"S AGD66, west to longitude 140°21'10"E AGD66, south to latitude 27°13'20"S AGD66, west to longitude 140°20'10"E AGD66, south to latitude 27°13'30"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°13'40"S AGD66, west to longitude 140°18'00"E AGD66, north to latitude 27°13'30"S AGD66, west to longitude 140°17'30"E AGD66, north to latitude 27°13'20"S AGD66, west to longitude 140°17'10"E AGD66, north to latitude 27°13'10"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°14'00"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°14'20"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°14'30"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°14'40"S AGD66, east to longitude 140°17'00"E AGD66, south to latitude 27°15'00"S AGD66, east to longitude 140°17'40"E AGD66, north to latitude 27°14'50"S AGD66, east to longitude 140°17'50"E AGD66, north to latitude 27°14'40"S AGD66, east to longitude 140°18'10"E AGD66, south to latitude 27°15'30"S AGD66, east to longitude 140°20'00"E AGD66, south to latitude 27°26'10"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°27'00"S AGD66, west to longitude 140°19'00"E AGD66, south to latitude 27°27'20"S AGD66, west to longitude 140°18'20"E AGD66, south to latitude 27°30'00"S AGD66, west to longitude 140°05'00"E GDA94, north to latitude 27°27'00"S GDA94, west to longitude 139°57'35"E GDA94, north to latitude 27°23'25"S GDA94, east to longitude 140°02'35"E GDA94, north to latitude 27°20'00"S GDA94, east to longitude 140°06'00"E GDA94, south to latitude 27°20'45"S GDA94, east to longitude 140°06'35"E GDA94, south to latitude 27°22'00"S GDA94, east to longitude 140°06'50"E GDA94, south to latitude 27°23'35"S GDA94, east to longitude 140°07'00"E GDA94, south to latitude 26°24'00"S GDA94, east to longitude 140°07'40"E GDA94, south to latitude 27°25'00"S GDA94, east to longitude 140°08'00"E GDA94, south to latitude 27°25'35"S GDA94, east to longitude 140°08'25"E GDA94, south to latitude 27°26'20"S GDA94, east to longitude 140°08'55"E GDA94, south to latitude 27°27'10"S GDA94, east to longitude 140°10'30"E GDA94, north to latitude 27°26'30"S GDA94, west to longitude 140°09'50"E GDA94, north to latitude 27°23'05"S GDA94, east to longitude 140°12'15"E GDA94, north to latitude 27°22'30"S GDA94, east to longitude 140°12'23"E GDA94, north to latitude 27°22'10"S GDA94, east to longitude 140°12'40"E GDA94, north to latitude 27°22'00"S GDA94, east to longitude 140°13'14"E GDA94, north to latitude 27°21'54"S GDA94, east to longitude 140°13'24"E GDA94,

north to latitude 27°21'44"S GDA94, east to longitude 140°13'33"E GDA94, north to the southern boundary of the Malkumba-Coongie Lakes National Park, then north easterly along the boundary of the said National Park to longitude 140°13'35"E GDA94, north to latitude 27°20'20"S GDA94, west to longitude 140°13'15"E GDA94, north to latitude 27°16'30"S GDA94, west to longitude 140°12'10"E GDA94, north to latitude 27°15'50"S GDA94, west to longitude 140°11'40"E GDA94, north to latitude 27°13'15"S GDA94, east to longitude 140°12'35"E GDA94, north to latitude 27°12'40"S GDA94, east to the eastern boundary of the Malkumba-Coongie Lakes National Park, then beginning north easterly along the boundary of the said National Park to longitude 140°12'15"E GDA94, north to latitude 27°03'50"S GDA94, east to longitude 140°12'55"E GDA94, north to latitude 27°03'20"S GDA94, east to longitude 140°16'15"E GDA94, north to latitude 27°02'50"S GDA94, east to longitude 140°22'00"E GDA94, north to latitude 27°02'45"S GDA94, east to longitude 140°25'05"E GDA94, north to latitude 27°00'25"S GDA94, west to longitude 140°24'10"E GDA94, north to latitude 26°59'35"S GDA94, west to longitude 140°22'00"E GDA94, north to latitude 26°56'35"S GDA94, west to longitude 140°13'00"E GDA94, north to latitude 26°56'05"S GDA94, west to longitude 140°09'25"E GDA94, north to latitude 26°55'45"S GDA94, west to longitude 140°08'30"E GDA94, north to latitude 26°54'30"S GDA94, west to longitude 140°08'10"E GDA94, north to latitude 26°53'15"S GDA94, west to longitude 140°07'25"E GDA94, north to latitude 26°52'45"S GDA94, west to longitude 140°04'45"E GDA94, south to latitude 26°54'00"S GDA94, east to longitude 140°05'10"E GDA94, south to latitude 26°55'00"S GDA94, east to longitude 140°05'55"E GDA94, south to latitude 26°57'05"S GDA94, west to longitude 140°05'20"E GDA94, south to latitude 26°58'05"S GDA94, west to longitude 140°04'35"E GDA94, south to latitude 26°59'10"S GDA94, west to longitude 140°03'50"E GDA94, south to latitude 26°59'50"S GDA94, west to longitude 140°03'10"E GDA94, south to latitude 27°01'05"S GDA94, west to longitude 140°00'50"E GDA94, north to latitude 27°00'35"S GDA94, west to longitude 139°58'05"E GDA94, south to latitude 27°01'35"S GDA94, east to longitude 139°58'25"E GDA94, south to latitude 27°02'20"S GDA94, east to longitude 139°58'45"E GDA94, south to latitude 27°03'50"S GDA94, west to longitude 139°53'40"E GDA94, south to latitude 27°04'35"S GDA94, west to longitude 139°52'35"E GDA94, north to latitude 27°03'00"S GDA94, east to longitude 139°57'00"E GDA94, north to latitude 27°00'00"S GDA94, east to longitude 140°02'00"E GDA94, north to latitude 26°59'00"S GDA94, east to longitude 140°03'00"E GDA94 and north to the point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°18'30"S AGD66 and longitude 140°15'40"E AGD66, thence east to longitude 140°16'10"E AGD66, south to latitude 27°18'40"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°18'50"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°19'00"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°19'30"S AGD66, west to longitude 140°16'20"E AGD66, south to latitude 27°19'40"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°19'50"S AGD66, west to longitude 140°15'20"E AGD66, south to latitude 27°20'00"S AGD66, east to longitude 140°15'30"E AGD66, south to latitude 27°21'20"S AGD66, east to longitude 140°15'40"E AGD66, south to latitude 27°21'30"S AGD66, east to longitude 140°16'10"E AGD66, south to latitude 27°22'00"S AGD66, west to longitude 140°16'00"E AGD66, south to latitude 27°23'00"S AGD66, west to longitude 140°15'50"E AGD66, south to latitude 27°23'10"S AGD66, west to longitude 140°15'40"E AGD66, south to latitude 27°23'20"S AGD66, west to longitude 140°14'20"E AGD66,

north to latitude 27°23'10"S AGD66, west to longitude 140°13'40"E AGD66,
south to latitude 27°23'50"S AGD66, west to longitude 140°13'30"E AGD66,
south to latitude 27°24'00"S AGD66, west to longitude 140°13'20"E AGD66,
south to latitude 27°24'30"S AGD66, east to longitude 140°13'30"E AGD66,
south to latitude 27°24'40"S AGD66, east to longitude 140°13'40"E AGD66,
south to latitude 27°25'10"S AGD66, west to longitude 140°13'20"E AGD66,
south to latitude 27°25'20"S AGD66, west to longitude 140°12'50"E AGD66,
south to latitude 27°25'30"S AGD66, west to longitude 140°12'40"E AGD66,
south to latitude 27°25'40"S AGD66, west to longitude 140°12'20"E AGD66,
south to latitude 27°25'50"S AGD66, west to longitude 140°12'10"E AGD66,
south to latitude 27°26'10"S AGD66, west to longitude 140°11'20"E AGD66,
north to latitude 27°25'50"S AGD66, east to longitude 140°11'30"E AGD66,
north to latitude 27°24'40"S AGD66, east to longitude 140°11'40"E AGD66,
north to latitude 27°24'30"S AGD66, east to longitude 140°11'50"E AGD66,
north to latitude 27°24'20"S AGD66, east to longitude 140°12'00"E AGD66,
north to latitude 27°24'10"S AGD66, east to longitude 140°12'10"E AGD66,
north to latitude 27°24'00"S AGD66, east to longitude 140°12'20"E AGD66,
north to latitude 27°23'30"S AGD66, east to longitude 140°12'30"E AGD66,
north to latitude 27°23'10"S AGD66, west to longitude 140°12'20"E AGD66,
north to latitude 27°22'30"S AGD66, east to longitude 140°12'40"E AGD66,
north to latitude 27°22'20"S AGD66, east to longitude 140°13'00"E AGD66,
north to latitude 27°22'10"S AGD66, east to longitude 140°13'10"E AGD66,
north to latitude 27°22'00"S AGD66, east to longitude 140°13'20"E AGD66,
north to latitude 27°21'50"S AGD66, east to longitude 140°13'30"E AGD66,
north to latitude 27°21'40"S AGD66, east to longitude 140°13'40"E AGD66,
north to latitude 27°21'00"S AGD66, east to longitude 140°13'50"E AGD66,
north to latitude 27°20'40"S AGD66, west to longitude 140°13'40"E AGD66,
north to latitude 27°20'10"S AGD66, west to longitude 140°13'30"E AGD66,
north to latitude 27°19'30"S AGD66, east to longitude 140°13'40"E AGD66,
north to latitude 27°19'20"S AGD66, east to longitude 140°13'50"E AGD66,
north to latitude 27°19'10"S AGD66, east to longitude 140°14'50"E AGD66,
north to latitude 27°19'00"S AGD66, east to longitude 140°15'00"E AGD66,
north to latitude 27°18'50"S AGD66, east to longitude 140°15'20"E AGD66,
north to latitude 27°18'40"S AGD66, east to longitude 140°15'40"E AGD66,
and north to point of commencement.

and

Commencing at a point being the intersection of latitude 27°26'50"S AGD66
and longitude 140°10'40"E AGD66, thence east to longitude 140°11'25"E AGD66,
south to latitude 27°27'00"S Clarke1858, east to longitude 140°11'30"E AGD66,
south to latitude 27°27'30"S AGD66, west to longitude 140°11'20"E AGD66,
south to latitude 27°27'50"S AGD66, west to longitude 140°11'10"E AGD66,
south to latitude 27°28'10"S AGD66, west to longitude 140°10'50"E AGD66,
south to latitude 27°29'10"S AGD66, west to longitude 140°10'30"E AGD66,
south to latitude 27°29'20"S AGD66, west to longitude 140°09'40"E AGD66,
north to latitude 27°28'30"S AGD66, east to longitude 140°09'50"E AGD66,
north to latitude 27°28'10"S AGD66, east to longitude 140°10'00"E AGD66,
north to latitude 27°28'00"S AGD66, east to longitude 140°10'10"E AGD66,
north to latitude 27°27'50"S AGD66, east to longitude 140°10'20"E AGD66,
north to latitude 27°27'40"S AGD66, east to longitude 140°10'30"E AGD66,
north to latitude 27°27'10"S AGD66, east to longitude 140°10'40"E AGD66,
and north to point of commencement.

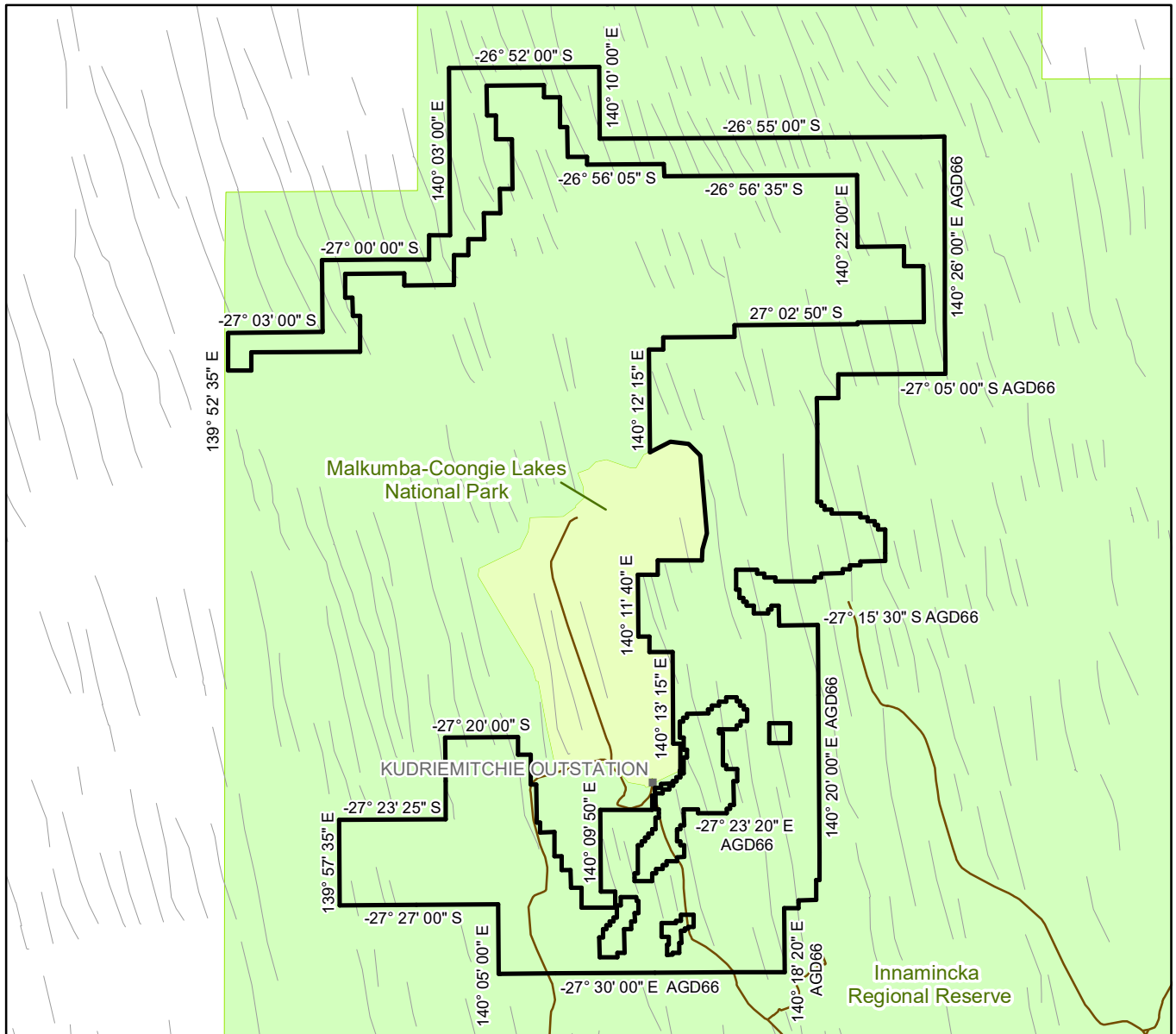
and

Commencing at a point being the intersection of latitude 27°27'35"S AGD66 and longitude 140°13'30"E AGD66, thence east to longitude 140°14'05"E AGD66, south to latitude 27°28'05"S AGD66, west to longitude 140°13'50"E AGD66, south to latitude 27°28'10"S AGD66, west to longitude 140°13'40"E AGD66, south to latitude 27°28'15"S AGD66, west to longitude 140°13'30"E AGD66, south to latitude 27°28'45"S AGD66, west to longitude 140°13'25"E AGD66, south to latitude 27°29'10"S AGD66, west to longitude 140°13'05"E AGD66, south to latitude 27°29'15"S AGD66, west to longitude 140°12'50"E AGD66, north to latitude 27°28'50"S AGD66, east to longitude 140°12'55"E AGD66, north to latitude 27°28'30"S AGD66, west to longitude 140°12'35"E AGD66, north to latitude 27°27'55"S AGD66, east to longitude 140°13'15"E AGD66, north to latitude 27°27'50"S AGD66, east to longitude 140°13'30"E AGD66, and north to point of commencement.

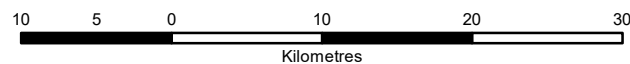
and

Commencing at a point being the intersection of latitude 27°19'30"S GDA94 and longitude 140°17'45"E GDA94, thence east to longitude 140°18'45"E GDA94, south to latitude 27°20'20"S GDA94, west to longitude 140°17'45"E GDA94, and north to the point of commencement.

AREA: **1049.00** square kilometres approximately.



SCALE 1:500 000



Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Australian Geodetic Datum (AGD66), the Geocentric Datum of Australia (GDA94) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 182

Petroleum and Geothermal Energy Act 2000
S.134

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Notation of extension of time to 16 November 2017 by which the licensee must apply for the renewal of Petroleum Exploration Licence PEL 182 is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of the Premier and Cabinet
Delegate of the Minister for Mineral Resources and Energy

Date: 5 September 2017

File: F2012/000681

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Condition
Extension of Licence Term
Petroleum Exploration Licence—PEL 182*

*Extension of Licence Term
Associated Facilities Licence—AAL 224*

PURSUANT to Section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of Petroleum Exploration Licence PEL 182 has been suspended for the period from and including 17 May 2017 to 16 November 2017, pursuant to delegated powers dated 21 March 2012.

The term of PEL 182 has been extended by a period corresponding to the period of suspension, such that PEL 182 will now expire on 16 November 2017.

The effect of this suspension of licence Condition 1 would not have altered the outcome of the original competitive tender process.

As a consequence of the suspension and extension of PEL 182, the term of the adjunct Associated Facilities Licence AAL 224 is extended, such that AAL 224 will now expire on 16 November 2017.

Dated 14 March 2017.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department of State Development,
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

**ASSOCIATED ACTIVITIES LICENCE
AAL 224**

1. Suspension of the work program commitments under licence condition 1 of petroleum exploration licence PEL 182 is hereby entered on the public register.
2. Extension of the term of PEL 182 by the corresponding period of suspension is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 14 March 2017

Ref: F2012/000681

Petroleum and Geothermal Energy Act 2000
S.76A

**SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 182**

**EXTENSION OF LICENCE TERM
ASSOCIATED ACTIVITIES LICENCE
AAL 224**

I, BARRY A. GOLDSTEIN, Executive Director Energy Resources Division, Department of State Development, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 21 March 2012 hereby -

- (a) suspend the work commitments under licence condition 1 of petroleum exploration licence PEL 182 for the period from and including 17 May 2017 until 16 November 2017.
- (b) extend the term of PEL 182 by the corresponding period of suspension, such that PEL 182 will now expire on 16 November 2017.
- (c) As a consequence of the suspension and extension of PEL 182, the term of the adjunct associated activities licence AAL 224 is extended, such that AAL 224 will now expire on 16 November 2017.

Dated: 14 March 2017



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Condition Extension of Licence Term
Petroleum Exploration Licence—PEL 182*

PURSUANT to Section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of Petroleum Exploration Licence PEL 182 has been suspended for the period from and including 17 May 2016 to 16 May 2017, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The term of PEL 182 has been extended by a period corresponding to the period of suspension, such that PEL 182 will now expire on 16 May 2017.

The effect of this suspension of Licence Condition 1 would not have altered the outcome of the original competitive tender process.

Dated 4 June 2015.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department of State Development,
Delegate of the Minister for
Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Suspension of the year 5 work commitments under licence condition 1 of petroleum exploration licence PEL 182 is hereby entered on the public register.
2. Extension of the term of PEL 182 by the corresponding period of suspension, such that PEL 182 will now expire on 16 May 2017 is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 4 June 2015

Ref: F2012/000681

Petroleum and Geothermal Energy Act 2000
S.76A

**SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department of State Development, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 21 March 2012 -

- (a) Suspend the work commitments under licence condition 1 of petroleum exploration licence PEL 182 for the period from and including 17 May 2016 to 16 May 2017.
- (b) Extend the term of PEL 182 by the corresponding period of suspension, such that PEL 182 will now expire on 16 May 2017.

Dated: 4 June 2015



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Notation of the Grant of Associated Activities Licence AAL 224 (adjunct to PEL 182) is hereby entered on the public register.

A handwritten signature in black ink, appearing to read 'B. Goldstein', with a long horizontal line extending to the right.

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 23 March 2015

File: F2014/001275

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES

**PELs 87, 88, 90, 93, 100, 110, 182, 288, 289, 290, 331, 424, 516, 636, 637
and 638**

PETROLEUM PRODUCTION LICENCES

**PPLs 203, 207, 208, 209, 211, 213, 214, 215, 217, 218, 221, 240, 241, 242,
243, 251 and 258**

PETROLEUM RETENTION LICENCES

**PRLs 15, 16, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66,
67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 105, 106,
107, 108, 109, 110, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126,
127, 128, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147,
148, 149 and 150**

GEOHERMAL EXPLORATION LICENCES

GELs 378, 382 and 386

GAS STORAGE EXPLORATION LICENCES

**GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and
625**

SPECIAL FACILITIES LICENCE

SFL 10

1. Notation of revision to security arrangements is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 15 December 2014

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Following grant of PRL 135 on 5 December 2014, a variation of the licence area of PEL 182 as per the attached Schedule and Map is hereby entered on the public register.
2. The total area of PEL 182 is now 1741.53 km² approximately.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 5 December 2014

Ref: F2014/000934

THE SCHEDULE

DESCRIPTION OF AREA

All that part of the State of South Australia, bounded as follows:-

Commencing at a point being the intersection of latitude 26°52'00"S GDA94 and longitude 140°03'00"E GDA94, thence east to longitude 140°10'00"E GDA94, south to latitude 26°55'00"S GDA94, east to longitude 140°26'00"E AGD66, south to latitude 27°05'00"S AGD66, west to longitude 140°21'00"E AGD66, south to latitude 27°06'00"S AGD66, west to longitude 140°20'00"E AGD66, south to latitude 27°10'20"S AGD66, east to longitude 140°20'10"E AGD66, south to latitude 27°10'30"S AGD66, east to longitude 140°20'20"E AGD66, south to latitude 27°10'40"S AGD66, east to longitude 140°20'40"E AGD66, south to latitude 27°10'50"S AGD66, east to longitude 140°22'00"E AGD66, south to latitude 27°11'00"S AGD66, east to longitude 140°22'20"E AGD66, south to latitude 27°11'10"S AGD66, east to longitude 140°22'40"E AGD66, south to latitude 27°11'20"S AGD66, east to longitude 140°22'50"E AGD66, south to latitude 27°11'30"S AGD66, east to longitude 140°23'10"E AGD66, south to latitude 27°12'50"S AGD66, west to longitude 140°22'00"E AGD66, south to latitude 27°13'00"S AGD66, west to longitude 140°21'30"E AGD66, south to latitude 27°13'10"S AGD66, west to longitude 140°21'10"E AGD66, south to latitude 27°13'20"S AGD66, west to longitude 140°20'10"E AGD66, south to latitude 27°13'30"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°13'40"S AGD66, west to longitude 140°18'00"E AGD66, north to latitude 27°13'30"S AGD66, west to longitude 140°17'30"E AGD66, north to latitude 27°13'20"S AGD66, west to longitude 140°17'10"E AGD66, north to latitude 27°13'10"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°14'00"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°14'20"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°14'30"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°14'40"S AGD66, east to longitude 140°17'00"E AGD66, south to latitude 27°15'00"S AGD66, east to longitude 140°17'40"E AGD66, north to latitude 27°14'50"S AGD66, east to longitude 140°17'50"E AGD66, north to latitude 27°14'40"S AGD66, east to longitude 140°18'10"E AGD66, south to latitude 27°15'30"S AGD66, east to longitude 140°20'00"E AGD66, south to latitude 27°26'10"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°27'00"S AGD66, west to longitude 140°19'00"E AGD66, south to latitude 27°27'20"S AGD66, west to longitude 140°18'20"E AGD66, south to latitude 27°30'00"S AGD66, west to longitude 140°05'00"E GDA94, north to latitude 27°27'00"S GDA94, west to longitude 139°53'00"E GDA94, north to latitude 27°21'00"S GDA94, west to longitude 139°52'00"E GDA94, north to latitude 27°17'00"S GDA94, west to longitude 139°51'00"E GDA94, north to latitude 27°15'00"S GDA94, west to longitude 139°50'00"E GDA94, north to latitude 27°03'00"S GDA94, east to longitude 139°57'00"E GDA94, north to latitude 27°00'00"S GDA94, east to longitude 140°02'00"E GDA94, north to latitude 26°59'00"S GDA94, east to longitude 140°03'00"E GDA94, and north to the point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°18'30"S AGD66 and longitude 140°15'40"E AGD66, thence east to longitude 140°16'10"E AGD66, south to latitude 27°18'40"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°18'50"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°19'00"S AGD66, east to longitude 140°16'40"E AGD66,

south to latitude 27°19'30"S AGD66, west to longitude 140°16'20"E AGD66,
 south to latitude 27°19'40"S AGD66, west to longitude 140°16'10"E AGD66,
 south to latitude 27°19'50"S AGD66, west to longitude 140°15'20"E AGD66,
 south to latitude 27°20'00"S AGD66, east to longitude 140°15'30"E AGD66,
 south to latitude 27°21'20"S AGD66, east to longitude 140°15'40"E AGD66,
 south to latitude 27°21'30"S AGD66, east to longitude 140°16'10"E AGD66,
 south to latitude 27°22'00"S AGD66, west to longitude 140°16'00"E AGD66,
 south to latitude 27°23'00"S AGD66, west to longitude 140°15'50"E AGD66,
 south to latitude 27°23'10"S AGD66, west to longitude 140°15'40"E AGD66,
 south to latitude 27°23'20"S AGD66, west to longitude 140°14'20"E AGD66,
 north to latitude 27°23'10"S AGD66, west to longitude 140°13'40"E AGD66,
 south to latitude 27°23'50"S AGD66, west to longitude 140°13'30"E AGD66,
 south to latitude 27°24'00"S AGD66, west to longitude 140°13'20"E AGD66,
 south to latitude 27°24'30"S AGD66, east to longitude 140°13'30"E AGD66,
 south to latitude 27°24'40"S AGD66, east to longitude 140°13'40"E AGD66,
 south to latitude 27°25'10"S AGD66, west to longitude 140°13'20"E AGD66,
 south to latitude 27°25'20"S AGD66, west to longitude 140°12'50"E AGD66,
 south to latitude 27°25'30"S AGD66, west to longitude 140°12'40"E AGD66,
 south to latitude 27°25'40"S AGD66, west to longitude 140°12'20"E AGD66,
 south to latitude 27°25'50"S AGD66, west to longitude 140°12'10"E AGD66,
 south to latitude 27°26'10"S AGD66, west to longitude 140°11'20"E AGD66,
 north to latitude 27°25'50"S AGD66, east to longitude 140°11'30"E AGD66,
 north to latitude 27°24'40"S AGD66, east to longitude 140°11'40"E AGD66,
 north to latitude 27°24'30"S AGD66, east to longitude 140°11'50"E AGD66,
 north to latitude 27°24'20"S AGD66, east to longitude 140°12'00"E AGD66,
 north to latitude 27°24'10"S AGD66, east to longitude 140°12'10"E AGD66,
 north to latitude 27°24'00"S AGD66, east to longitude 140°12'20"E AGD66,
 north to latitude 27°23'30"S AGD66, east to longitude 140°12'30"E AGD66,
 north to latitude 27°23'10"S AGD66, west to longitude 140°12'20"E AGD66,
 north to latitude 27°22'30"S AGD66, east to longitude 140°12'40"E AGD66,
 north to latitude 27°22'20"S AGD66, east to longitude 140°13'00"E AGD66,
 north to latitude 27°22'10"S AGD66, east to longitude 140°13'10"E AGD66,
 north to latitude 27°22'00"S AGD66, east to longitude 140°13'20"E AGD66,
 north to latitude 27°21'50"S AGD66, east to longitude 140°13'30"E AGD66,
 north to latitude 27°21'40"S AGD66, east to longitude 140°13'40"E AGD66,
 north to latitude 27°21'00"S AGD66, east to longitude 140°13'50"E AGD66,
 north to latitude 27°20'40"S AGD66, west to longitude 140°13'40"E AGD66,
 north to latitude 27°20'10"S AGD66, west to longitude 140°13'30"E AGD66,
 north to latitude 27°19'30"S AGD66, east to longitude 140°13'40"E AGD66,
 north to latitude 27°19'20"S AGD66, east to longitude 140°13'50"E AGD66,
 north to latitude 27°19'10"S AGD66, east to longitude 140°14'50"E AGD66,
 north to latitude 27°19'00"S AGD66, east to longitude 140°15'00"E AGD66,
 north to latitude 27°18'50"S AGD66, east to longitude 140°15'20"E AGD66,
 north to latitude 27°18'40"S AGD66, east to longitude 140°15'40"E AGD66,
 and north to point of commencement.

and

Commencing at a point being the intersection of latitude 27°26'50"S AGD66
 and longitude 140°10'40"E AGD66, thence east to longitude 140°11'25"E AGD66,
 south to latitude 27°27'00"S Clarke1858, east to longitude 140°11'30"E AGD66,
 south to latitude 27°27'30"S AGD66, west to longitude 140°11'20"E AGD66,
 south to latitude 27°27'50"S AGD66, west to longitude 140°11'10"E AGD66,
 south to latitude 27°28'10"S AGD66, west to longitude 140°10'50"E AGD66,
 south to latitude 27°29'10"S AGD66, west to longitude 140°10'30"E AGD66,
 south to latitude 27°29'20"S AGD66, west to longitude 140°09'40"E AGD66,

north to latitude 27°28'30"S AGD66, east to longitude 140°09'50"E AGD66,
north to latitude 27°28'10"S AGD66, east to longitude 140°10'00"E AGD66,
north to latitude 27°28'00"S AGD66, east to longitude 140°10'10"E AGD66,
north to latitude 27°27'50"S AGD66, east to longitude 140°10'20"E AGD66,
north to latitude 27°27'40"S AGD66, east to longitude 140°10'30"E AGD66,
north to latitude 27°27'10"S AGD66, east to longitude 140°10'40"E AGD66,
and north to point of commencement.

and

Commencing at a point being the intersection of latitude 27°27'35"S AGD66
and longitude 140°13'30"E AGD66, thence east to longitude 140°14'05"E AGD66,
south to latitude 27°28'05"S AGD66, west to longitude 140°13'50"E AGD66,
south to latitude 27°28'10"S AGD66, west to longitude 140°13'40"E AGD66,
south to latitude 27°28'15"S AGD66, west to longitude 140°13'30"E AGD66,
south to latitude 27°28'45"S AGD66, west to longitude 140°13'25"E AGD66,
south to latitude 27°29'10"S AGD66, west to longitude 140°13'05"E AGD66,
south to latitude 27°29'15"S AGD66, west to longitude 140°12'50"E AGD66,
north to latitude 27°28'50"S AGD66, east to longitude 140°12'55"E AGD66,
north to latitude 27°28'30"S AGD66, west to longitude 140°12'35"E AGD66,
north to latitude 27°27'55"S AGD66, east to longitude 140°13'15"E AGD66,
north to latitude 27°27'50"S AGD66, east to longitude 140°13'30"E AGD66,
and north to point of commencement.

and

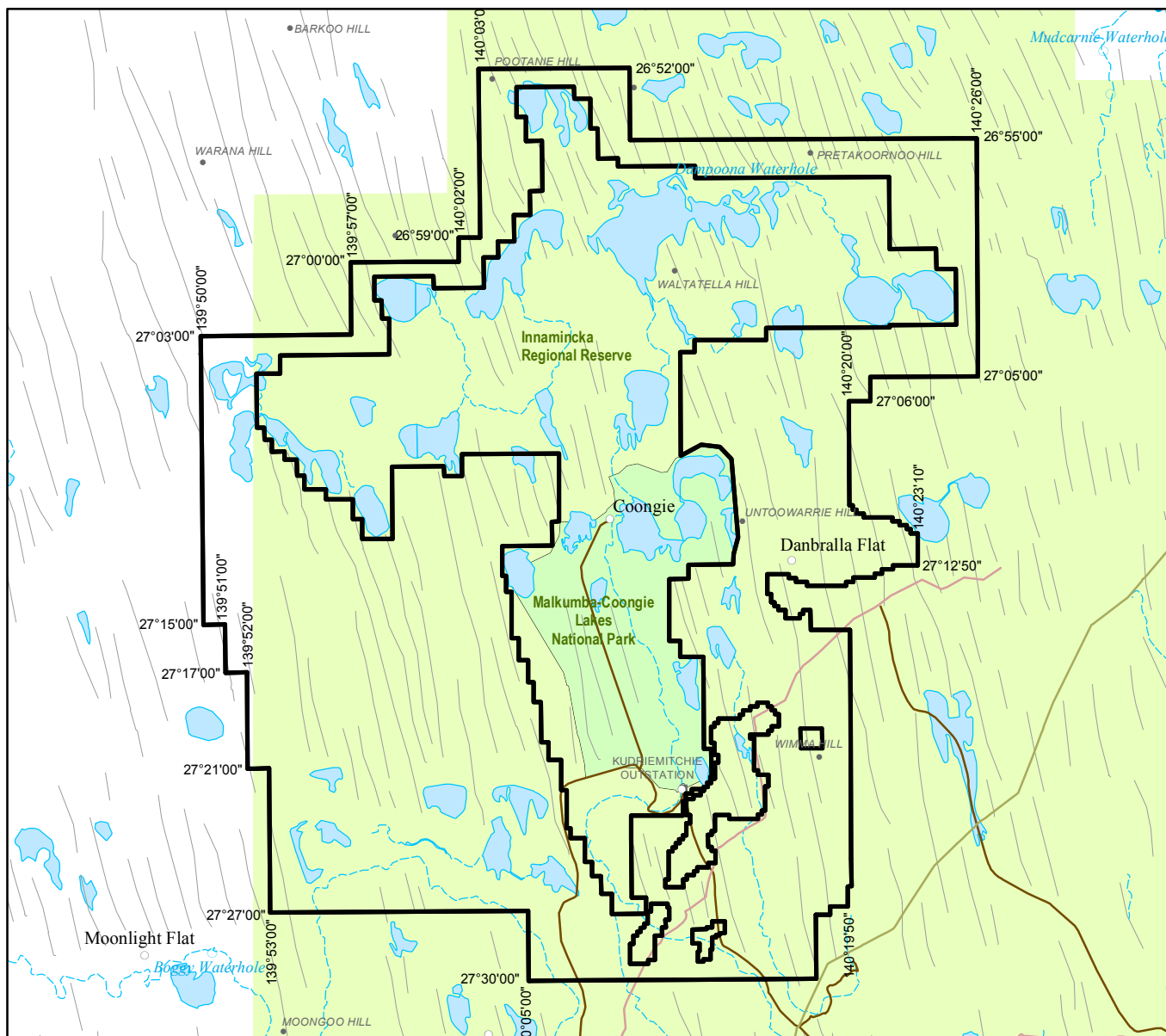
Commencing at a point being the intersection of latitude 26°52'45"S GDA94
and longitude 140°04'45"E GDA94, thence east to longitude 140°07'25"E GDA94,
south to latitude 26°53'15"S GDA94, east to longitude 140°08'10"E GDA94,
south to latitude 26°54'30"S GDA94, east to longitude 140°08'30"E GDA94,
south to latitude 26°55'45"S GDA94, east to longitude 140°09'25"E GDA94,
south to latitude 26°56'05"S GDA94, east to longitude 140°13'00"E GDA94,
south to latitude 26°56'35"S GDA94, east to longitude 140°22'00"E GDA94,
south to latitude 26°59'35"S GDA94, east to longitude 140°24'10"E GDA94,
south to latitude 27°00'25"S GDA94, east to longitude 140°25'05"E GDA94,
south to latitude 27°02'45"S GDA94, west to longitude 140°22'00"E GDA94,
south to latitude 27°02'50"S GDA94, west to longitude 140°16'15"E GDA94,
south to latitude 27°03'20"S GDA94, west to longitude 140°12'55"E GDA94,
south to latitude 27°03'50"S GDA94, west to longitude 140°12'15"E GDA94,
south to 27°08'07.76"S GDA94, northeast to the intersection of latitude
27°07'41.34"S GDA94 and longitude 140°13'12.41"E GDA94, east to the intersection
of latitude 27°07'47.06"S GDA94 and longitude 140°14'04.68"E GDA94, southeast to
the intersection of latitude 27°08'17.07"S GDA94 and longitude 140°14'36.92"E
GDA94, south to the intersection of latitude 27°11'32.52"S GDA94 and longitude
140°14'54.32"E GDA94, southwest to the intersection of latitude 27°12'13.16"S
GDA94 and longitude 140°14'40.73"E GDA94, south to the intersection of latitude
27°12'40"S GDA94 and longitude 140°14'39.16"E GDA94, west to longitude
140°12'35"E GDA94,
south to latitude 27°13'15"S GDA94, west to longitude 140°11'40"E GDA94,
south to latitude 27°15'50"S GDA94, east to longitude 140°12'10"E GDA94,
south to latitude 27°16'30"S GDA94, east to longitude 140°13'15"E GDA94,
south to latitude 27°20'20"S GDA94, east to longitude 140°13'35"E GDA94,
south to latitude 27°21'26.93"S GDA94, southwest to the intersection of latitude
27°21'27.78"S GDA94 and longitude 140°13'33"E GDA94, south to latitude
27°21'44"S GDA94, west to longitude 140°13'24"E GDA94,
south to latitude 27°21'54"S GDA94, west to longitude 140°13'14"E GDA94,

south to latitude 27°22'00"S GDA94, west to longitude 140°12'40"E GDA94,
 south to latitude 27°22'10"S GDA94, west to longitude 140°12'23"E GDA94,
 south to latitude 27°22'30"S GDA94, west to longitude 140°12'15"E GDA94,
 south to latitude 27°23'05"S GDA94, west to longitude 140°09'50"E GDA94,
 south to latitude 27°26'30"S GDA94, east to longitude 140°10'30"E GDA94,
 south to latitude 27°27'10"S GDA94, west to longitude 140°08'55"E GDA94,
 north to latitude 27°26'20"S GDA94, west to longitude 140°08'25"E GDA94,
 north to latitude 27°25'35"S GDA94, west to longitude 140°08'00"E GDA94,
 north to latitude 27°25'00"S GDA94, west to longitude 140°07'40"E GDA94,
 north to latitude 27°24'00"S GDA94, west to longitude 140°07'00"E GDA94,
 north to latitude 27°23'35"S GDA94, west to longitude 140°06'50"E GDA94,
 north to latitude 27°22'00"S GDA94, west to longitude 140°06'35"E GDA94,
 north to latitude 27°20'45"S GDA94, west to longitude 140°06'00"E GDA94,
 north to latitude 27°20'00"S GDA94, west to longitude 140°05'40"E GDA94,
 north to latitude 27°18'20"S GDA94, west to longitude 140°05'20"E GDA94,
 north to latitude 27°17'30"S GDA94, west to longitude 140°05'05"E GDA94,
 north to latitude 27°16'35"S GDA94, west to longitude 140°04'40"E GDA94,
 north to latitude 27°15'40"S GDA94, west to longitude 140°04'20"E GDA94,
 north to latitude 27°13'45"S GDA94, west to longitude 140°04'05"E GDA94,
 north to latitude 27°13'05"S GDA94, west to longitude 140°03'55"E GDA94,
 north to latitude 27°11'50"S GDA94, east to longitude 140°06'15"E GDA94,
 north to latitude 27°10'50"S GDA94, east to longitude 140°06'35"E GDA94,
 north to latitude 27°08'00"S GDA94, west to longitude 140°02'05"E GDA94,
 south to latitude 27°08'55"S GDA94, west to longitude 140°01'15"E GDA94,
 north to latitude 27°08'30"S GDA94, west to longitude 139°58'50"E GDA94,
 south to latitude 27°11'30"S GDA94, west to longitude 139°57'25"E GDA94,
 north to latitude 27°10'40"S GDA94, west to longitude 139°57'00"E GDA94,
 north to latitude 27°09'50"S GDA94, west to longitude 139°55'45"E GDA94,
 north to latitude 27°09'25"S GDA94, west to longitude 139°54'45"E GDA94,
 north to latitude 27°08'50"S GDA94, west to longitude 139°54'25"E GDA94,
 north to latitude 27°08'10"S GDA94, west to longitude 139°53'50"E GDA94,
 north to latitude 27°07'50"S GDA94, west to longitude 139°53'15"E GDA94,
 north to latitude 27°07'20"S GDA94, west to longitude 139°52'55"E GDA94,
 north to latitude 27°06'50"S GDA94, west to longitude 139°52'35"E GDA94,
 north to latitude 27°04'35"S GDA94, east to longitude 139°53'40"E GDA94,
 north to latitude 27°03'50"S GDA94, east to longitude 139°58'45"E GDA94,
 north to latitude 27°02'20"S GDA94, west to longitude 139°58'25"E GDA94,
 north to latitude 27°01'35"S GDA94, west to longitude 139°58'05"E GDA94,
 north to latitude 27°00'35"S GDA94, east to longitude 140°00'50"E GDA94,
 south to latitude 27°01'05"S GDA94, east to longitude 140°03'10"E GDA94,
 north to latitude 26°59'50"S GDA94, east to longitude 140°03'50"E GDA94,
 north to latitude 26°59'10"S GDA94, east to longitude 140°04'35"E GDA94,
 north to latitude 26°58'05"S GDA94, east to longitude 140°05'20"E GDA94,
 north to latitude 26°57'05"S GDA94, east to longitude 140°05'55"E GDA94,
 north to latitude 26°55'00"S GDA94, west to longitude 140°05'10"E GDA94,
 north to latitude 26°54'00"S GDA94, west to longitude 140°04'45"E GDA94
 and north to point of commencement.

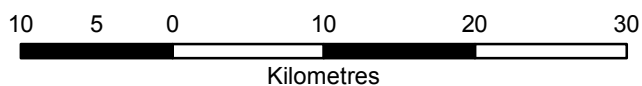
and

Commencing at a point being the intersection of latitude 27°19'30"S GDA94
 and longitude 140°17'45"E GDA94, thence east to longitude 140°18'45"E GDA94,
 south to latitude 27°20'20"S GDA94, west to longitude 140°17'45"E GDA94,
 and north to the point of commencement.

AREA: **1741.53** square kilometres approximately.



SCALE 1:500 000



Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Australian Geodetic Datum (AGD66), the Geocentric Datum of Australia (GDA94) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 182



Government of South Australia
Department of State Development

SR 27/2/314

AREA: 1741.53 sq km (approx)

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Notation of the Grant of Associated Activities Licence AAL 209 (adjunct to PEL 182) is hereby entered on the public register.

A handwritten signature in black ink, appearing to read 'B. Goldstein', with a long horizontal stroke extending to the right.

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 2 December 2014

File: 27/2/314

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES

**PELs 87, 88, 90, 93, 100, 104, 110, 111, 182, 288, 289, 290, 331,
424, 514, 516, 636, 637 and 638**

PETROLEUM PRODUCTION LICENCES

**PPLs 203, 207, 208, 209, 211, 213, 214, 215, 217, 218, 221, 240,
241, 242, 243, 251 and 258**

PETROLEUM RETENTION LICENCES

**PRLs 15, 16, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63,
64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80,
81, 82, 83, 84, 105, 106, 107, 108, 109, 110, 116 and 117**

GEOHERMAL EXPLORATION LICENCES

GELs 378, 382 and 386

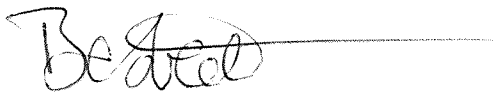
GAS STORAGE EXPLORATION LICENCES

**GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623,
624 and 625**

SPECIAL FACILITIES LICENCE

SFL 10

1. Notation of revision to security arrangements is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 27 October 2014

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Notation of the Grant of Associated Activities Licence AAL 210 (adjunct to PEL 182) is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 9 October 2014

File: F2012/000681

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Notation of discharge of cash security is hereby entered on the public register.

A handwritten signature in black ink, appearing to read 'Barry A. Goldstein', with a long horizontal line extending to the right.

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 19 September 2014

File: F2012/000681

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Cessation of Suspension
Petroleum Exploration Licence—PEL 182*

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the suspension of PEL 182 dated 26 March 2014 has been ceased under the provisions of the Petroleum and Geothermal Energy Act 2000, with effect from 16 September 2014, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 182 is now determined to be 16 May 2016.

Dated 9 September 2014.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department of State Development,
Delegate of the Minister for Mineral
Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**CESSATION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Cessation of suspension of licence from 16 September 2014 is entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 9 September 2014

Ref: F2012/681

Petroleum and Geothermal Energy Act 2000
S.90

**CESSATION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY ALAN GOLDSTEIN, Executive Director, Energy Resources Division, Department of State Development, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 21 March 2012 -

(a) hereby approve the cessation of suspension dated 26 March 2014 of petroleum exploration licence PEL 182 with effect from 16 September 2014.

1. Regulated activities are permitted to be carried out during this cessation of suspension.
2. The expiry date of PEL 182 will now be 16 May 2016.

Dated: 9 September 2014



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES

**PELs 87, 88, 90, 93, 100, 104, 110, 111, 182, 288, 289, 290, 331,
424, 514, 516, 636 and 637**

PETROLEUM PRODUCTION LICENCES

**PPLs 203, 207, 208, 209, 211, 213, 214, 215, 217, 218, 221, 240,
241, 242, 243 and 251**

PETROLEUM RETENTION LICENCES

**PRLs 15, 16, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63,
64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80,
81, 82, 83, 84, 105, 106, 107, 108, 109, 110, 116 and 117**

GEOTHERMAL EXPLORATION LICENCES

GELs 378, 382 and 386

GAS STORAGE EXPLORATION LICENCES

**GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623,
624 and 625**

SPECIAL FACILITIES LICENCE

SFL 10

1. Notation of revision to security arrangements is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 28 May 2014

Files:	27/2/165	27/2/166	F2013/2371	27/2/171	27/2/180
	27/2/184	27/2/196	27/2/197	27/2/314	F2013/193
	F2013/194	F2013/195	F2013/196	27/2/529	F2010/25
	F2014/179	F2014/241	27/2/535	27/2/534	F2013/2328
	F2013/2329	F2013/2330	F2013/2331	F2013/2362	28/1/359
	28/1/379	28/1/380	28/1/381	28/1/386	28/1/398
	28/1/405	28/1/410	28/1/411	28/1/423	F2012/371
	F2012/382	F2012/585	F2013/176	F2014/122	27/2/524
	F2013/156	F2013/157	F2013/158	F2013/159	F2013/2356

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 101, 103 and 182

SA 2014-42 Notation of registrable dealing as evidenced by General Security Deed dated 2 April 2014 between Acer Energy Pty Limited and Commonwealth Bank of Australia is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 7 May 2014

Ref: 27/2/00181
27/2/00183
F2012/000681

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 182

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 24 March 2014 until 23 March 2015, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 182 is now determined to be 21 November 2016.

Dated 26 March 2014.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Suspension of licence is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 26 March 2014

Files: F2012/000681

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department for Manufacturing, Innovation, Trade, Resources and Energy, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 21 March 2012 hereby -

(a) suspend petroleum exploration licence PEL 182 for the period from and including 24 March 2014 to 23 March 2015.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 182 is now determined to be 21 November 2016.

Dated: 26 March 2014



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

SA 2014-02 Notation of registrable dealing as evidenced by Sale and purchase agreement – PEL 182 dated 20 November 2013 between Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Pty Limited is hereby entered on the public register.

SA 2014-03 Notation of registrable dealing as evidenced by Transfer dated 20 November 2013 between Victoria Oil Exploration (1977) Pty Ltd, Acer Energy Pty Limited and Australian Oil Company No. 2 Pty Ltd is hereby entered on the public register.

Interests in the licence are:

Victoria Oil Exploration (1977) Pty Ltd	57%
Acer Energy Pty Ltd	43%

SA 2014-04 Notation of registrable dealing as evidenced by Deed of assumption and assignment – PEL 182 Joint Venture Agreement dated 20 November 2013 between Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Pty Limited is hereby entered on the public register.

SA 2014-05 Notation of registrable dealing as evidenced by Deed of Assumption – Land Access Deed (Dieri People) dated 20 November 2013 between Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Pty Limited is hereby entered on the public register.

SA 2014-06 Notation of registrable dealing as evidenced by Deed of Assumption – Land Access Deed (Yandruwandha / Yawarrawarra People) dated 20 November 2013 between Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Pty Limited is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 15 January 2014

Ref: F2012/000681

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

SA 2014-01 Notation of registrable dealing as evidenced by Deed of Assignment dated 8 November 2013 between Dome Petroleum Resources Plc and Australian Oil Company No. 2 Pty Ltd is hereby entered on the public register.

Interests in the licence are:

Victoria Oil Exploration (1977) Pty Ltd	52.5%
Acer Energy Pty Ltd	40%
Australian Oil Exploration Company No. 2 Pty Ltd	7.5%



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 15 January 2014

Ref: F2012/000681

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

SA 2013-45 Notation of registrable dealing as evidenced by Sale and Purchase Agreement – PEL 182 dated 7 December 2012 between Strategic Energy Resources Limited and Acer Energy Limited is hereby entered on the public register.

SA 2013-46 Notation of registrable dealing as evidenced by Transfer document dated 19 July 2013 between Strategic Energy Resources Limited, Acer Energy Limited, Australian Oil Company No 2 Pty Ltd and Victoria Oil Exploration (1977) Pty Ltd is hereby entered on the public register.

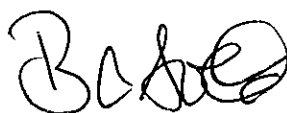
Interests in the licence are:

Victoria Oil Exploration (1977) Pty Ltd	52.5%
Acer Energy Limited	40.0%
Australian Oil Company No 2 Pty Ltd	7.5%

SA 2013-47 Notation of registrable dealing as evidenced by Deed of Assumption and Assignment – PEL 182 Joint Venture Agreement dated 22 July 2013 between Victoria Oil Exploration (1977) Pty Ltd, Strategic Energy Resources Limited, Australian Oil Company No 2 Pty Ltd and Acer Energy Limited is hereby entered on the public register.

SA 2013-48 Notation of registrable dealing as evidenced by Deed of Assumption Land Access Deed (Dieri People) dated 22 July 2013 between Strategic Energy Resources Limited, Acer Energy Pty Limited, Australian Oil Company No 2 Pty Ltd and Victoria Oil Exploration (1977) Pty Ltd is hereby entered on the public register.

SA 2013-49 Notation of registrable dealing as evidenced by Deed of Assumption Land Access Deed (Yandruwandha / Yawarrawarrka People) dated 22 July 2013 between Strategic Energy Resources Limited, Acer Energy Pty Limited, Australian Oil Company No 2 Pty Ltd and Victoria Oil Exploration (1977) Pty Ltd is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 5 August 2013

Ref: F2012/000681

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Condition**Extension of Licence Term**Petroleum Exploration Licence—PEL 182*

PURSUANT to Section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 23 May 2013 to 22 November 2013, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The term of PEL 182 has been extended by a period corresponding to the period of suspension, such that PEL 182 will now expire on 22 November 2015.

Dated 2 May 2013.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Suspension of the year 3 work commitments under licence condition 1 of petroleum exploration licence PEL 182 is hereby entered on the public register.
2. Extension of the term of PEL 182 by the corresponding period of suspension, such that PEL 182 will now expire on 22 November 2015 is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 2 May 2013

Ref: F2012/000681

Petroleum and Geothermal Energy Act 2000
S.76A

**SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department for Manufacturing, Innovation, Trade, Resources and Energy, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 21 March 2012 -

- (a) Suspend the work commitments under licence condition 1 of petroleum exploration licence PEL 182 for the period from and including 23 May 2013 to 22 November 2013.
- (b) Extend the term of PEL 182 by the corresponding period of suspension, such that PEL 182 will now expire on 22 November 2015.

Dated: 2 May 2013



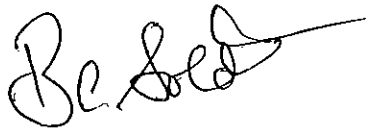
BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

SA 2013-09 Notation of registrable dealing as evidenced by Joint Venture Operating Agreement – PEL 182 dated 11 October 2006 between Eagle Bay Resources N.L., AuDAX Resources Ltd and Australian Oil Company No. 2 Pty Ltd is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 3 April 2013

Ref: F2012/681

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

SA 2013-03 Notation of registrable dealing as evidenced by Transfer - PEL 182 dated 10 December 2012 between Strategic Energy Resources Limited, Victoria Oil Exploration (1977) Pty Ltd, Australian Oil Company No. 2 Pty Ltd and Acer Energy Limited is hereby entered on the public register.

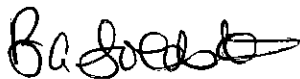
Interests in PEL 182 are now:

Victoria Oil Exploration (1977) Pty Ltd	52.5%
Acer Energy Limited	37.6%
Australian Oil Company No. 2 Pty Ltd	7.5%
Strategic Energy Resources Limited	2.4%

SA 2013-04 Notation of registrable dealing as evidenced by Deed Assumption and Assignment PEL 182 Joint Venture Agreement dated 10 December 2012 between Victoria Oil Exploration (1977) Pty Ltd, Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd and Acer Energy Limited is hereby entered on the public register.

SA 2013-05 Notation of registrable dealing as evidenced by Deed of Assumption Land Access Deed (Dieri People) dated 10 December 2012 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Limited is hereby entered on the public register.

SA 2013-06 Notation of registrable dealing as evidenced by Deed of Assumption Land Access Deed (Yandruwandha/ Yawarrawarrka People) dated 10 December 2012 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Acer Energy Limited is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 27 February 2013

Ref: F2012/681

MINING ACT 1971

NOTICE is hereby given in accordance with Section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources and Energy proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Renaissance Uranium Pty Ltd
 Location: Tanner Dam North area—Approximately 90 km south of Tarcoola.
 Pastoral Leases: Yardea, Moonaree
 Term: 2 years
 Area in km²: 229
 Ref.: 2011/00304

Plans and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

J. MARTIN, Mining Registrar

MINING ACT 1971

NOTICE is hereby given in accordance with Section 28 (5) of the Mining Act 1971, that the Minister for Mineral Resources and Energy proposes to grant an Exploration Licence over the undermentioned area:

Applicant: Phosphate Australia Limited
 Location: Shoal Point area—Approximately 30 km west of Port Lincoln.
 Term: 2 years
 Area in km²: 90
 Ref.: 2012/00125

Plans and co-ordinates can be found on the DMITRE website: http://www.minerals.dmitre.sa.gov.au/public_notices or by phoning Mineral Tenements on (08) 8463 3103.

J. MARTIN, Mining Registrar

NATIONAL PARKS AND WILDLIFE (NATIONAL PARKS) REGULATIONS 2001

Closure of Karte Conservation Park and Peebinga Conservation Park

PURSUANT to Regulations 8 (3) (a) and 8 (3) (d) of the National Parks and Wildlife (National Parks) Regulations 2001, I, Grant Anthony Pelton, as Director, Regional Coordination, Partnerships and Stewardship, formerly entitled Director, Public Land Management and Operational Support, Regional Services authorised delegate of the Director of National Parks and Wildlife, close to the public, the whole of Karte Conservation Park and the whole of Peebinga Conservation Park from 6 p.m. on Monday, 12 November 2012 until 6 a.m. on Thursday, 22 November 2012.

The purpose of the closure is to ensure the safety of the public during a pest control and monitoring program within the reserves during the period indicated.

Dated 27 September 2012.

G. A. PELTON, Director, Regional Co-ordination, Partnerships and Stewardship, Department of Environment, Water and Natural Resources

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Condition
Extension of Licence Term
Petroleum Exploration Licence—PEL 182*

PURSUANT to Section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 23 November 2012 to 22 May 2013, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The term of PEL 182 has been extended by a period corresponding to the period of suspension, such that PEL 182 will now expire on 22 May 2015.

Dated 26 September 2012.

C. D. COCKSHELL,
 Acting Executive Director,
 Energy Resources Division
 Department for Manufacturing, Innovation,
 Trade, Resources and Energy
 Delegate of the Minister for Mineral
 Resources and Energy

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF
ROAD PROCESS ORDER***Road Closure—Gould Road, Stirling*

BY Road Process Order made on 15 June 2012, the Adelaide Hills Council ordered that:

1. An irregularly shaped portion of public road, (Gould Road) situate at the junction of Gould Road and Mount Barker Road and adjoining Allotment 2 in Filed Plan 17125, more particularly delineated and lettered 'A' in Preliminary Plan No. 09/0069 be closed.

2. Transfer the whole of the land subject to closure to J.A. & H.M. Geddes Pty Ltd in accordance with agreement for transfer dated 15 June 2012, entered into between the Adelaide Hills Council and J.A. & H.M. Geddes Pty Ltd.

3. The following easement be granted over portion of the land subject to that closure:

Grant to the Adelaide Hills Council an easement for drainage purposes.

On 7 September 2012 that order was confirmed by the Minister for Transport and Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 90082 being the authority for the new boundaries.

Pursuant to Section 24 (5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 4 October 2012.

S. TURNER, Acting Surveyor-General

ROADS (OPENING AND CLOSING) ACT 1991:
SECTION 24**NOTICE OF CONFIRMATION OF
ROAD PROCESS ORDER***Road Closure—Farley Road, Kingston on Murray*

BY Road Process Order made on 22 June 2012, the District Council of Loxton Waikerie ordered that:

1. An irregular portion of the public road (Farley Road) adjoining Allotment 11 in Deposited Plan 68961, more particularly delineated and lettered 'A' in Preliminary Plan No. 11/0059 be closed.

2. The whole of the land subject to closure be transferred to Kingston Vineyards Pty Ltd in accordance with agreement to transfer dated 22 June 2012 entered into between the District Council of Loxton Waikerie and Kingston Vineyards Pty Ltd.

On 28 August 2012 that order was confirmed by the Minister for Transport and Infrastructure conditionally upon the deposit by the Registrar-General of Deposited Plan 89861 being the authority for the new boundaries.

Pursuant to Section 24 (5) of the Roads (Opening and Closing) Act 1991, NOTICE of the order referred to above and its confirmation is hereby given.

Dated 4 October 2012.

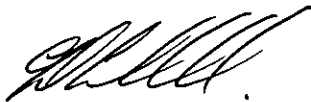
S. TURNER, Acting Surveyor-General

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Suspension of the year 3 work commitments under licence condition 1 of petroleum exploration licence PEL 182 is hereby entered on the public register.
2. Extension of the term of PEL 182 by the corresponding period of suspension, such that PEL 182 will now expire on 22 May 2015 is hereby entered on the public register.



C.D. COCKSHELL
A/Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 26 September 2012

Ref: F2012/000681

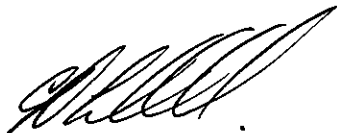
Petroleum and Geothermal Energy Act 2000
S.76A

**SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, CYRIL DAVID COCKSHELL, Acting Executive Director Energy Resources Division, Department for Manufacturing, Innovation, Trade, Resources and Energy, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 21 March 2012 -

- (a) Suspend the work commitments under licence condition 1 of petroleum exploration licence PEL 182 for the period from and including 23 November 2012 to 22 May 2013.
- (b) Extend the term of PEL 182 by the corresponding period of suspension, such that PEL 182 will now expire on 22 May 2015.

Dated: 26 September 2012



C.D. COCKSHELL
A/Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

- (2) the rights of *Registered Participants* and others to have access to the Schedule; and
- (3) amendment of the Schedule.
- (d) The scheme supersedes clause 3.13.12 and, on the date it takes effect, that clause is revoked.
- (e) AEMO must publish a notice of its adoption of the scheme in the *South Australian Government Gazette*:
 - (1) setting out the provisions of the scheme; and
 - (2) fixing a date for its commencement.
- (f) The scheme takes effect on the date fixed under paragraph (e) (2).

Paul LeFavi
 Australian Energy Market Operator Ltd
 Telephone: (03) 9609 8341
 Facsimile: (03) 9609 8080

April 2012.

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 101

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 2 April 2012 until 1 April 2013, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 101 is now determined to be 22 January 2016.

Dated 11 April 2012.

B. A. GOLDSTEIN,
 Executive Director,
 Energy Resources Division
 Department for Manufacturing, Innovation,
 Trade, Resources and Energy
 Delegate of the Minister for Mineral
 Resources and Energy

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 110

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 11 April 2012 until 10 October 2012, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 110 is now determined to be 9 November 2015.

Dated 16 April 2012.

B. A. GOLDSTEIN,
 Executive Director
 Energy Resources Division
 Department for Manufacturing, Innovation,
 Trade, Resources and Energy
 Delegate of the Minister for Mineral
 Resources and Energy

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Condition Extension of Licence Term Petroleum Exploration Licence PEL 182

PURSUANT to Section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 2 April 2012 to 1 October 2012, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The term of PEL 182 has been extended by a period corresponding to the period of suspension, such that PEL 182 will now expire on 22 November 2014.

Dated 13 April 2012.

B. A. GOLDSTEIN,
 Executive Director,
 Energy Resources Division
 Department for Manufacturing, Innovation,
 Trade, Resources and Energy
 Delegate of the Minister for Mineral
 Resources and Energy

RADIATION PROTECTION AND CONTROL ACT 1982

SECTION 44

Notice by Delegate of the Minister for Sustainability, Environment and Conservation

PURSUANT to Section 44 of the Radiation Protection and Control Act 1982, I, Graeme Robert Palmer, Manager of the Radiation Protection Branch of the Environment Protection Authority, being a person to whom the powers of the Minister under that section have been delegated under the Act, exempt the Nganampa Health Council ('the owner') from the requirements of Regulation 91 (10) of the Radiation Protection and Control (Ionising Radiation) Regulations 2000, in respect of a NOMAD Hand Held Dental Ionising Radiation Apparatus ('the apparatus') subject to the following conditions:

The owner of the apparatus shall:

1. Ensure that the apparatus is at all times used in accordance with the Nganampa Health Council Radiation Management Plan for the use of the NOMAD Hand Held Dental X-ray Unit; and
2. Ensure that persons operating the apparatus are trained and are specifically licensed to operate the apparatus under Section 31 of the Act.

Dated 17 April 2012.

G. R. PALMER, Delegate of the Minister
 for Sustainability, Environment and
 Conservation

RADIATION PROTECTION AND CONTROL ACT 1982

SECTION 44

Notice by Delegate of the Minister for Sustainability, Environment and Conservation

PURSUANT to Section 44 of the Radiation Protection and Control Act 1982, I, Graeme Robert Palmer, Manager of the Radiation Protection Branch of the Environment Protection Authority, being a person to whom the powers of the Minister under that section have been delegated under the Act, exempt the North Adelaide Dental Care ('the owner') from the requirements of Regulation 91 (10) of the Radiation Protection and Control (Ionising Radiation) Regulations 2000, in respect of a NOMAD Hand Held Dental Ionising Radiation Apparatus ('the apparatus') subject to the following conditions:

The owner of the apparatus shall:

1. Ensure that the apparatus is at all times used in accordance with the North Adelaide Dental Care Radiation Management Plan for the use of the NOMAD Hand Held Dental X-ray Unit; and
2. Ensure that persons operating the apparatus are trained and are specifically licensed to operate the apparatus under Section 31 of the Act.

Dated 17 April 2012.

G. R. PALMER, Delegate of the Minister
 for Sustainability, Environment and
 Conservation

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Suspension of the years three to year five work commitments under licence condition 1 of petroleum exploration licence PEL 182 is hereby entered on the public register.
2. Extension of the term of PEL 182 by the corresponding period of suspension is hereby entered on the public register.



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 13 April 2012

Ref: 27/2/314

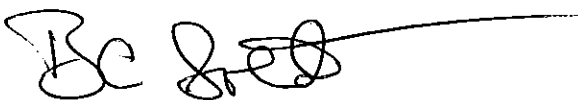
Petroleum and Geothermal Energy Act 2000
S.76A

**SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department for Manufacturing, Innovation, Trade, Resources and Energy, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 21 March 2012 -

- (a) Suspend the years three to five work commitments under licence condition 1 of petroleum exploration licence PEL 182 for a period of six-months from 2 April 2012 to 1 October 2012 inclusive.
- (b) Extend the term of PEL 182 by the corresponding period of suspension, such that PEL 182 will now expire on 22 November 2014.

Dated: 13 April 2012



BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Grant of Associated Activities Licence—AAL 165**(Adjunct to Petroleum Retention Licence PRL 15)*

NOTICE is hereby given that the abovementioned Associated Activities Licence has been granted under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009.

No of Licence	Licensees	Locality	Reference
AAL 165	Victoria Oil Exploration Pty Ltd Permian Oil Pty Ltd Springfield Oil and Gas Pty Ltd Impress (Cooper Basin) Pty Ltd	Cooper Basin	F2011/000580

Description of Area

All that part of the State of South Australia, bounded as follows:

356110 mE, 6894930 mN	356507 mE, 6895002 mN
356179 mE, 6894687 mN	356315 mE, 6895039 mN
356296 mE, 6894707 mN	356170 mE, 6895061 mN
356494 mE, 6894715 mN	356055 mE, 6895028 mN
356507 mE, 6894823 mN	

and a corridor 50 m wide centred on a straight line between co-ordinates:

356138.89 mE, 6894813.73 mN	372698.75 mE, 6894252.92 mN
368376.00 mE, 6894405.00 mN	395362.44 mE, 6893478.06 mN
371498.35 mE, 6894291.41 mN	413439.82 mE, 6893339.06 mN
371888.22 mE, 6894519.28 mN	

All co-ordinates are in MGA Z54, GDA94.

Area 3 km² approximately.

Dated 21 October 2011.

B. A. GOLDSTEIN,
Executive Director,
Petroleum and Geothermal Division
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 182

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 2 October 2011 until 1 April 2012, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009.

The expiry date of PEL 182 is now determined to be 23 May 2014.

Dated 19 October 2011.

B. A. GOLDSTEIN,
Executive Director,
Petroleum and Geothermal Division
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Temporary Cessation of Suspension**Petroleum Exploration Licences—PEL 138 and PEL 499*

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the suspension of PEL 138 dated 15 August 2011 and the suspension of PEL 499 dated 18 March 2011, have been temporarily ceased under the provisions of the Petroleum and Geothermal Energy Act 2000, for the period from and including 24 October 2011 until 30 October 2011, pursuant to delegated powers dated 1 October 2009.

The suspension of PEL 138 dated 15 August 2011, will resume with effect from 31 October 2011 until 14 August 2012 inclusive.

The suspension of PEL 499 dated 18 March 2011, will resume with effect from 31 October 2011 until 10 April 2012 inclusive.

Dated 20 October 2011.

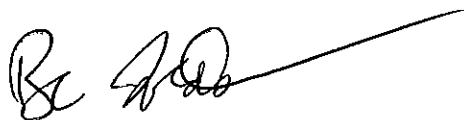
B. A. GOLDSTEIN,
Executive Director,
Petroleum and Geothermal Division
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Suspension of licence from and including 2 October 2011 to 1 April 2012 is hereby entered on the public register.
2. The expiry date of PEL 182 is now determined to be 23 May 2014.



BARRY A. GOLDSTEIN
Executive Director
Petroleum and Geothermal Division
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Date: 19 October 2011

Ref: 27/2/314

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY ALAN GOLDSTEIN, Executive Director, Petroleum and Geothermal Division, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 1 October 2009 hereby –

- (a) Suspend petroleum exploration licence PEL 182 for the period from and including 2 October 2011 to 1 April 2012.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 182 is now determined to be 23 May 2014.

Dated: 19 October 2011



BARRY A. GOLDSTEIN
Executive Director
Petroleum and Geothermal Division
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

- SA 2011-50 Notation of registrable dealing as evidenced by Assignment and Assumption Deed PEL 182 Joint Venture Agreement dated 26 May 2011 between Innamincka Petroleum Limited, Strategic Energy Resources Ltd, ADX Energy Ltd and Australian Oil Company No. 2 Pty Ltd is hereby entered on the public register.
- SA 2011-51 Notation of registrable dealing as evidenced by Deed of Settlement and Release dated 22 June 2011 between Strategic Energy Resources Limited and Australian Oil Company No. 2 Pty Ltd is hereby entered on the public register.
- SA 2011-52 Notation of registrable dealing as evidenced by Transfer – PEL 182 dated 4 July 2011 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Innamincka Petroleum Limited is hereby entered on the public register.

Interests in the licence are:

Victoria Oil Exploration (1977) Pty Ltd	49.9%
Acer Energy Limited	37.6%
<i>(formally Innamincka Petroleum Limited)</i>	
Australian Oil Company No. 2 Pty Ltd	7.5%
Strategic Energy Resources Limited	5.0%

- SA 2011-53 Notation of registrable dealing as evidenced by PEL 182 Assignment and Assumption Deed dated 4 July 2011 between Australian Oil Company No. 2 Pty Ltd, Strategic Energy Resources Limited, Victoria Oil Exploration (1977) Pty Ltd and Innamincka Petroleum Limited is hereby entered on the public register.
- SA 2011-54 Notation of registrable dealing as evidenced by Deed of Assumption Land Access Deed (Yandruwandha / Yawarrawarrka People) dated 4 July 2011 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Innamincka Petroleum Limited is hereby entered on the public register.

SA 2011-55 Notation of registrable dealing as evidenced by Deed of Assumption Land Access Deed (Dieri People) dated 4 July 2011 between Strategic Energy Resources Limited, Australian Oil Company No. 2 Pty Ltd, Victoria Oil Exploration (1977) Pty Ltd and Innamincka Petroleum Limited is hereby entered on the public register.

A handwritten signature in black ink, appearing to read 'B. Goldstein', with a long horizontal flourish extending to the right.

BARRY A. GOLDSTEIN
Executive Director
Petroleum and Geothermal Division
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Date: 22 August 2011

Ref: 27/2/314



Certificate of Registration on Change of Name

This is to certify that

INNAMINCKA PETROLEUM LIMITED

Australian Company Number 101 313 777

did on the fifth day of August 2011 change its name to

ACER ENERGY LIMITED

Australian Company Number 101 313 777

The company is a public company.

The company is limited by shares.

The company is registered under the Corporations Act 2001 and is taken to be registered in Queensland and the date of commencement of registration is the twenty-fifth day of July, 2002.

Issued by the
Australian Securities and Investments Commission
on this fifth day of August 2011.

A handwritten signature in black ink, appearing to read 'G. Medcraft'.

Greg Medcraft
Chairman

CERTIFICATE

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 101, 103 and 182

PETROLEUM RETENTION LICENCES
PRLs 14, 17 and 18

ASSOCIATED ACTIVITIES LICENCE
AAL 160

1. Notation of change of company name –

From: Innamincka Petroleum Limited
To: Acer Energy Limited

is hereby entered on the public registers.



BARRY A. GOLDSTEIN
Executive Director
Petroleum and Geothermal Division
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Date: 15 August 2011

File: 27/2/181 27/2/183 28/1/314
27/2/440 27/2/538 F2011/132

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 182

PURSUANT to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, for the period from and including 2 October 2010 to 1 October 2011, pursuant to delegated powers dated 1 October 2009.

The expiry date of Petroleum Exploration Licence PEL 182 is now determined to be 21 November 2013.

Dated 5 October 2010.

ELINOR ALEXANDER,
Acting Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for
Mineral Resources Development

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 182

1. Suspension of licence from and including 2 October 2010 to 1 October 2011 is hereby entered on the public register.
2. The expiry date of PEL 182 is now determined to be 21 November 2013.



ELINOR ALEXANDER
Acting Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Date: 5 October 2010

Ref: 27/2/314

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, ELINOR ALEXANDER, Acting Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 1 October 2009, hereby –

- (a) Suspend petroleum exploration licence PEL 182 for the period from and including 2 October 2010 to 1 October 2011.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 182 is now determined to be 21 November 2013.

Dated: 5 October 2010



ELINOR ALEXANDER
Acting Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Petroleum and Geothermal Energy Act 2000
S.115

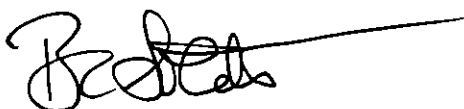
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

SA 2010-46 Notation of registrable dealing as evidenced by Transfer dated 16 July 2010 between Strategic Energy Resources Ltd, Innamincka Petroleum Limited and ADX Energy Ltd (formerly AuDAX Resources Ltd) is hereby entered on the public register.

Interests in PEL 182 are:

Strategic Energy Resources Limited	12.5%
Victoria Oil Exploration (1977) Pty Ltd	49.9%
Innamincka Petroleum Limited	37.6%



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Date: 30 August 2010

Ref: 27/2/314

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

SA 2010-41 Notation of registrable dealing as evidenced by Sale and Purchase Agreement of 49.90% Participating Interest – PEL 182 dated 14 June 2010 between Victoria Oil Exploration (1977) Pty Ltd, AuDAX Resources Ltd and Victoria Petroleum N.L. is hereby entered on the public register.

Interests in PEL 182 are:

Strategic Energy Resources Limited	50.10%
Victoria Oil Exploration (1977) Pty Ltd	49.90%

SA 2010-42 Notation of registrable dealing as evidenced by Transfer dated 16 July 2010 between ADX Energy Ltd, Victoria Oil Exploration (1977) Pty Ltd and Strategic Energy Resources Ltd is hereby entered on the public register.

SA 2010-43 Notation of registrable dealing as evidenced by PEL 182 Assignment and Assumption Deed dated 16 July 2010 between Victoria Oil Exploration (1977) Pty Ltd, ADX Energy Ltd, Strategic Energy Resources Limited and Australian Oil Company No. 2 Pty Ltd is hereby entered on the public register.



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Date: 23 July 2010

Ref: 27/2/314

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 182

PURSUANT to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, for the period from and including 2 April 2010 to 1 October 2010, pursuant to delegated powers dated 1 October 2009.

The expiry date of Petroleum Exploration Licence PEL 182 is now determined to be 21 November 2012.

Dated 15 April 2010.

B. A. GOLDSTEIN,
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Suspension of licence from and including 2 April 2010 to 1 October 2010 is hereby entered on the public register.
2. The expiry date of PEL 182 is now determined to be 21 November 2012.



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Date: 15 April 2010

Ref: 27/2/314

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY A. GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 1 October 2009, hereby –

- (a) suspend petroleum exploration licence PEL 182 for the period from and including 2 April 2010 to 1 October 2010.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 182 is now determined to be 21 November 2012.

Dated: 15 April 2010

A handwritten signature in dark ink, appearing to read 'Barry A. Goldstein', followed by a long horizontal line extending to the right.

BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

SA 2009-25

Notation of registrable dealing as evidenced by Deed of Assignment dated 13 October 2008 between Strategic Energy Resources Limited and AuDAX Resources Ltd is hereby entered on the public register.

Interests in the licence are:

Strategic Energy Resources Limited	50.1%
AuDAX Resources Ltd	49.9%



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Date: 29 July 2009

Ref: 27/2/314

PETROLEUM ACT 2000

SECTION 25 (5) (b)

Variation of Petroleum Exploration Licence—PEL 182

NOTICE is hereby given that under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573, the conditions of the abovementioned Exploration Licence have been varied as follows:

Condition 1 of the licence is omitted and the following substituted:

- ‘1. During the term of the licence, the licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to five exploratory operations are guaranteed. These exploratory operations shall include but not necessarily be limited to:

Year of Term of Licence	Minimum Work Requirements
One	Drill three wells.
Two	Drill one well; 300 km 2D seismic acquisition; and 1 000 km 2D seismic reprocessing.
Three	
Four	Drill three wells.
Five	Drill three wells.

The revised work requirements as a result of this variation would not have altered the outcome of the original competitive tender process.

Dated 11 February 2009.

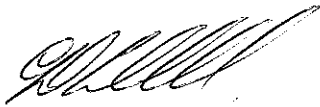
C. D. COCKSHELL,
Acting Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Variation of licence conditions is hereby entered on the public register.



**C.D. COCKSHELL
A/Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development**

Date: 11 February 2009

Ref: 27/2/314

Petroleum Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 182

I, CYRIL DAVID COCKSHELL, Acting Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources in the State of South Australia, pursuant to section 25 of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 hereby vary the conditions of Petroleum Exploration Licence PEL 182 held by -

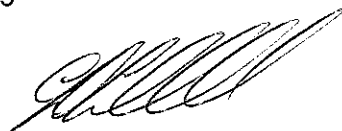
Strategic Energy Resources Limited
ACN 051 212 429

Condition 1 of the licence is omitted and the following substituted:

- " 1. During the term of the licence, the Licensee shall carry out or cause to be carried out, exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to five exploratory operations are guaranteed. These exploratory operations shall include but not necessarily be limited to:-

Year of Term of Licence	Minimum Work Requirements
One	• Drill 3 wells.
Two	• Drill 1 well; • 300km 2D seismic acquisition; and • 1000km 2D seismic reprocessing.
Three	
Four	• Drill 3 wells.
Five	• Drill 3 wells.

Dated: 11 February 2009



C.D. COCKSHELL
A/Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

PETROLEUM ACT 2000

*Temporary Cessation of Suspension of Petroleum
Exploration Licence—PEL 182*

PURSUANT to section 90 of the Petroleum Act 2000, notice is hereby given that the suspension dated of 23 September 2008, of the abovementioned Exploration Licence has been temporarily ceased under the provisions of the Petroleum Act 2000, from and including 16 December 2008 until 17 December 2008, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The suspension dated 23 September 2008, will resume with effect from and including 18 December 2008 until 3 March 2009.

Dated 16 December 2008.

B. A. GOLDSTEIN,
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

**TEMPORARY CESSATION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE - PEL 182**

1. Temporary cessation of suspension of licence from and including 16 December 2008 until 17 December 2008 is entered on the public register.



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Date: 16 December 2008

Ref: 27/2/314

Petroleum Act 2000
S.90

**TEMPORARY CESSATION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 -

(a) hereby approve the temporary cessation of suspension dated 23 September 2008 of petroleum exploration licence PEL 182 with effect from and including 16 December 2008 and until 17 December 2008.

1. Regulated activities are permitted to be carried out during this period of temporary cessation of suspension.
2. The suspension dated 23 September 2008 will resume with effect from and including 18 December 2008 until 3 March 2009.

Dated: 16 December 2008



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

Suspension of Petroleum Exploration Licence—PEL 182

PURSUANT to section 90 of the Petroleum Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended under the provisions of the Petroleum Act 2000, for the period from and including 2 September 2008 to 1 March 2009, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of Petroleum Exploration Licence PEL 182 is now determined to be 22 May 2012.

Dated 23 September 2008.

B. A. GOLDSTEIN,
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Suspension of licence from and including 2 September 2008 to 1 March 2009 is hereby entered on the public register.
2. The expiry date of PEL 182 is now 22 May 2012.



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Date: 23 September 2008

Ref: 27/2/314

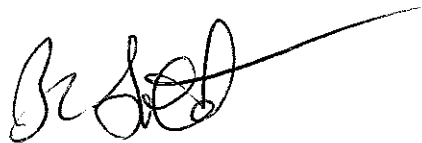
Petroleum Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY A. GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 –

- (a) suspend petroleum exploration licence PEL 182 for the period from and including 2 September 2008 to 1 March 2009.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of the PEL 82 is now determined to be 22 May 2012.

Dated: 23 September 2008



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Notation of change of company name –

From: Eagle Bay Resources N.L.
To: Strategic Energy Resources Limited

is hereby entered on the public register of licences.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above the printed name and title.

**MICHAEL MALAVAZOS
A/Director Petroleum and Geothermal
Minerals and Energy Resources
Delegate of the Minister for Mineral Resources
Development**

Date: 16 September 2008

File: 27/2/314

EAGLE BAY RESOURCES N L
LINDA BELL
PO BOX 913
WEST PERTH WA 6872



Certificate of Registration on Change of Name and Change of Status



This is a certificate issued under Sections 167 & 171 of the
Corporations Act 2001 and certifies that

EAGLE BAY RESOURCES N.L.

Australian Company Number 051 212 429

did on the seventeenth day of July 2008 change its name
and on the seventeenth day of July 2008 changed its status

to a company limited by shares.

The name of the company is now

STRATEGIC ENERGY RESOURCES LIMITED

Australian Company Number 051 212 429

The company is a public company

The company is registered under the Corporations Act 2001 and
is taken to be registered in Western Australia and the date
of commencement of registration is the tenth day of April, 1991

Issued by the
Australian Securities and Investments Commission
on this seventeenth day of July, 2008

A handwritten signature in black ink, appearing to read 'AMDA'.

Anthony Michael D'Aloisio
Chairman

CERTIFICATE

PETROLEUM ACT 2000

SECTION 25 (5) (b)

Variation of Petroleum Exploration Licence—PEL 182

NOTICE is hereby given that under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573, the conditions of the abovementioned Exploration Licence have been varied as follows:

Condition 1 of the licence is omitted and the following substituted:

‘1. During the term of the licence, the licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to four exploratory operations are guaranteed. These exploratory operations shall include but not necessarily be limited to:

Year of Term of Licence	Minimum Work Requirements
One	Drill 3 wells
Two	Drill 1 well; acquire 300 km ² of 3D seismic data
Three	Drill 3 wells
Four	Drill 3 wells
Five	Drill 2 wells

The revised work requirements as a result of this variation would not have altered the outcome of the original competitive tender process.

Dated 20 March 2008.

B. A. GOLDSTEIN,
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Variation of licence conditions is hereby entered on the public register.



**BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development**

Date: 20 March 2008

Ref: 27/2/314

Petroleum Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 182

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources in the State of South Australia, pursuant to section 25 of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 vary the conditions of petroleum exploration licence PEL 182, held by -

Eagle Bay Resources NL

Condition 1 of the licence is omitted and the following substituted:

- “ 1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to four exploratory operations are guaranteed. These exploratory operations shall include but not necessarily be limited to:-

Year of Term of Licence	Minimum Work Requirements
One	Drill 3 wells;
Two	Drill one well; Acquire 300km ² 3D Seismic
Three	Drill 3 wells
Four	Drill 3 wells
Five	Drill 2 wells

”

Dated: 20 March 2008



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

SECTION 25 (5) (b)

Variation of Petroleum Exploration Licence—PEL 182

NOTICE is hereby given that under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573, the conditions of the abovementioned Exploration Licence have been varied as follows:

Condition 1 of the licence is omitted and the following substituted:

‘1. During the term of the licence, the licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to four exploratory operations are guaranteed. These exploratory operations shall include but not necessarily be limited to:

Year of Term of Licence	Minimum Work Requirements
One	Drill 4 wells
Two	Acquire 300 km ² of 3D seismic
Three	Drill 3 wells
Four	Drill 3 wells
Five	Drill 2 wells

The revised work requirements as a result of this variation would not have altered the outcome of the original competitive tender process.

Dated 15 November 2007.

B. A. GOLDSTEIN,
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 182

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources in the State of South Australia, pursuant to section 25 of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573, hereby vary the conditions of Petroleum Exploration Licence PEL 182 held by –

Eagle Bay Resources NL

Condition 1 of the licence is omitted and the following substituted:

- “ 1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to four exploratory operations are guaranteed. These exploratory operations shall include but not necessarily be limited to:-

Year of Term of Licence	Minimum Work Requirements
One	Drill 4 wells.
Two	Acquire 300 km ² of 3D seismic
Three	Drill 3 wells.
Four	Drill 3 wells
Five	Drill 2 wells.

Dated: 15 November 2007



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. Variation of licence conditions is hereby entered on the public register.

A handwritten signature in black ink, appearing to read 'Bc Goldstein', with a long horizontal stroke extending to the right.

**BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development**

Date: 15 November 2007

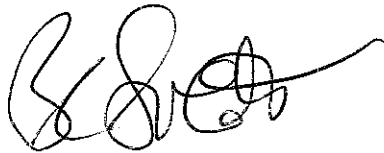
Ref: 27/2/314

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

SA 2007-36 Notation of registrable dealing as evidenced by Farmin Agreement dated 10 March 2007 between Australian Oil Company No. 2 Pty Ltd and Dome Petroleum Resources Plc is hereby entered on the public register.

A handwritten signature in black ink, appearing to read 'B. Goldstein', with a long horizontal flourish extending to the right.

BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Date: 31 August 2007

Ref: 27/2/314

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

SA 2007-11 Notation of registrable dealing as evidenced by Addendum to Agreement dated 16 March 2007 between Eagle Bay Resources NL and Australian Oil Company No. 2 Pty Ltd, which affirms that the terms of the Farmin Agreement dated 3 June 2005 between Eagle Bay Resources NL and Australian Oil Company No. 2 Pty Ltd relative to application for Petroleum Exploration Licence PEL 182 apply to PEL 182, is hereby entered on the public register.



C D COCKSHELL
Acting Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Date: 22 March 2007

27/2/314

PETROLEUM ACT 2000

Suspension of Exploration Licence—PEL 182

PURSUANT to section 90 of the Petroleum Act 2000, notice is hereby given that the abovementioned Exploration Licence has been suspended under the provisions of the Petroleum Act 2000, for the period from and including 15 August 2006 until 28 February 2007, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of Exploration Licence—PEL 182 is now determined to be 23 November 2011.

Dated 28 February 2007.

B. A. GOLDSTEIN,
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Suspension of licence from and including 15 August 2006 to 28 February 2007 is hereby entered on the public register.
2. The expiry date of PEL 182 is now 23 November 2011.



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Date: 28 February 2007

Ref: 27/2/314

Petroleum Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 –

(a) suspend petroleum exploration licence PEL 182 for the period from and including 15 August 2006 to 28 February 2007.

1. No regulated activities are permitted to be carried out during the period of the suspension.
2. The expiry date of PEL 182 is now determined to be 23 November 2011.

Dated: 28 February 2007



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

PETROLEUM ACT 2000

(SECTION 25 (5) (B))

*Resumption of Suspension of
Petroleum Exploration Licence—PEL 182*

PURSUANT to section 90 of the Petroleum Act 2000, notice is hereby given that the suspension of the abovementioned Exploration Licence dated 19 September 2005 and granted temporary cessation from 19 December 2005, has been resumed under the provisions of the Petroleum Act 2000, from and including 5 March 2006 to 14 August 2006, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of PEL 182 is 9 May 2011.

Dated 8 March 2006.

B. A. GOLDSTEIN, Director Petroleum
and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000

S.90

**RESUMPTION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE PEL 182**

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 -

(a) hereby approve the resumption of suspension dated 19 September 2005 of petroleum exploration licence PEL 182 for the period from and including 5 March 2006 to 14 August 2006.

1. No regulated activities are permitted to be carried out in the licence area during the period of the suspension.
2. The expiry date of PEL 182 is determined to be 9 May 2011.

Dated: 8 March 2006



**BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development**

Petroleum Act 2000
S.115

MEMORANDUM

**RESUMPTION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE PEL 182**

1. Resumption of suspension of licence dated 19 December 2005, from and including 5 March 2006 to 14 August 2006 is entered on the public register.
2. The expiry date of PEL 182 is determined to be 9 May 2011.



BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Date: 8 March 2006

Ref: 27/2/314

PETROLEUM ACT 2000

*Temporary Cessation of Suspension of Exploration Licence—
PEL 182*

PURSUANT to section 90 of the Petroleum Act 2000, notice is hereby given that the suspension dated 19 September 2005 of the abovementioned Exploration Licence has been temporarily ceased under the provisions of the Petroleum Act 2000, from and including 19 December 2005, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of PEL 182 is now determined to be 27 November 2010.

Dated 15 December 2005.

B. A. GOLDSTEIN, Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000
S.90

**TEMPORARY CESSATION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE - PEL 182**

I, BARRY ALAN GOLDSTEIN, Director Petroleum, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 -

(a) hereby approve the temporary cessation of suspension dated 19 September 2005 of petroleum exploration licence PEL 182, with effect from and including 19 December 2005.

1. Regulated activities are permitted to be carried out during this period of temporary cessation of suspension.
2. The expiry date of PEL 182 is now determined to be the 27th November 2010.

Dated: 15 December 2005



BARRY A. GOLDSTEIN
Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

**TEMPORARY CESSATION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE - PEL 182**

1. Temporary cessation of suspension of licence from and including 19 December 2005 is entered on the public register.



BARRY A. GOLDSTEIN
Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Date: 15 December 2005

Ref: 27/2/314

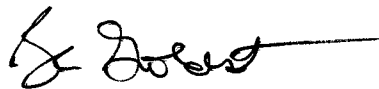
Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Notation of approval and registration of the following dealing is entered on the Public Register:

SA 2005-36 Agreement dated 3 October 2005 between AuDAX Resources Ltd and Eagle Bay Resources NL



BARRY A. GOLDSTEIN
Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Date: 21 October 2005

SR 27/2/314

PETROLEUM ACT 2000

(SECTION 25 (5) (B))

Suspension of Petroleum Exploration Licence—PEL 182

NOTICE is hereby given that the abovementioned Petroleum Exploration Licence has been suspended under the provisions of section 90 of the Petroleum Act 2000, from and including 31 August 2005 to 30 May 2006, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of Petroleum Exploration Licence PEL 182 is now determined to be 9 May 2011.

This suspension is considered to have no effect on the initial competitive tender process for PEL 182.

Dated: 19 September 2005.

B. A. GOLDSTEIN, Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 182**

I, BARRY ALAN GOLDSTEIN, Director Petroleum, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 –

(a) hereby suspend petroleum exploration licence PEL 182 for the period from and including 31 August 2005 to 30 May 2006.

1. No regulated activities are permitted to be carried out in the licence area during the period of the suspension.
2. The expiry date of PEL 182 is now determined to be 9 May 2011.

Dated: 19 September 2005



BARRY A. GOLDSTEIN
Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 182

1. Suspension of licence from and including 31 August 2005 to 30 May 2006 is hereby entered on the public register.
2. Expiry date of PEL 182 is now 9 May 2011.



BARRY A. GOLDSTEIN
Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Date: 19 September 2005

Ref: 27/2/314

PETROLEUM ACT 2000

Grant of Petroleum Exploration Licence—PEL 182

NOTICE is hereby given that the undermentioned Petroleum Exploration Licence has been granted under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

No. of Licence	Licensee	Locality	Date of Expiry	Area in km ²	Reference
182	Eagle Bay Resources NL	Cooper Basin of South Australia	9 August 2010	1 745	27/2/314

Description of the Area

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 26°52'00"S GDA94 and longitude 140°03'00"E GDA94, thence east to longitude 140°10'00"E GDA94, south to latitude 26°55'00"S GDA94, east to longitude 140°26'00"E AGD66, south to latitude 27°05'00"S AGD66, west to longitude 140°21'00"E AGD66, south to latitude 27°06'00"S AGD66, west to longitude 140°20'00"E AGD66, south to latitude 27°10'20"S AGD66, east to longitude 140°20'10"E AGD66, south to latitude 27°10'30"S AGD66, east to longitude 140°20'20"E AGD66, south to latitude 27°10'40"S AGD66, east to longitude 140°20'40"E AGD66, south to latitude 27°10'50"S AGD66, east to longitude 140°22'00"E AGD66, south to latitude 27°11'00"S AGD66, east to longitude 140°22'20"E AGD66, south to latitude 27°11'10"S AGD66, east to longitude 140°22'40"E AGD66, south to latitude 27°11'20"S AGD66, east to longitude 140°22'50"E AGD66, south to latitude 27°11'30"S AGD66, east to longitude 140°23'10"E AGD66, south to latitude 27°12'50"S AGD66, west to longitude 140°22'00"E AGD66, south to latitude 27°13'00"S AGD66, west to longitude 140°21'30"E AGD66, south to latitude 27°13'10"S AGD66, west to longitude 140°21'10"E AGD66, south to latitude 27°13'20"S AGD66, west to longitude 140°20'10"E AGD66, south to latitude 27°13'30"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°13'40"S AGD66, west to longitude 140°18'00"E AGD66, north to latitude 27°13'30"S AGD66, west to longitude 140°17'30"E AGD66, north to latitude 27°13'20"S AGD66, west to longitude 140°17'10"E AGD66, north to latitude 27°13'10"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°14'00"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°14'20"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°14'30"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°14'40"S AGD66, east to longitude 140°17'00"E AGD66, south to latitude 27°15'00"S AGD66, east to longitude 140°17'40"E AGD66, north to latitude 27°14'50"S AGD66, east to longitude 140°17'50"E AGD66, north to latitude 27°14'40"S AGD66, east to longitude 140°18'10"E AGD66, south to latitude 27°15'30"S AGD66, east to longitude 140°20'00"E AGD66, south to latitude 27°26'10"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°27'00"S AGD66, west to longitude 140°19'00"E AGD66, south to latitude 27°27'20"S AGD66, west to longitude 140°18'20"E AGD66, south to latitude 27°30'00"S AGD66, west to longitude 140°05'00"E GDA94, north to latitude 27°27'00"S GDA94, west to longitude 139°53'00"E GDA94, north to latitude 27°21'00"S GDA94, west to longitude 139°52'00"E GDA94, north to latitude 27°17'00"S GDA94, west to longitude 139°51'00"E GDA94, north to latitude 27°15'00"S GDA94, west to longitude 139°50'00"E GDA94, north to latitude 27°03'00"S GDA94, east to longitude 139°57'00"E GDA94, north to latitude 27°00'00"S GDA94, east to longitude 140°02'00"E GDA94, north to latitude 26°59'00"S GDA94, east to longitude 140°03'00"E GDA94, and north to the point of commencement but excluding the following areas:

Commencing at a point being the intersection of latitude 27°18'30"S AGD66 and longitude 140°15'40"E AGD66, thence east to longitude 140°16'10"E AGD66, south to latitude 27°18'40"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°18'50"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°19'00"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°19'30"S AGD66, west to longitude 140°16'20"E AGD66, south to latitude 27°19'40"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°19'50"S AGD66, west to longitude 140°15'20"E AGD66, south to latitude 27°20'00"S AGD66, east to longitude 140°15'30"E AGD66, south to latitude 27°21'20"S AGD66, east to longitude 140°15'40"E AGD66, south to latitude 27°21'30"S AGD66, east to longitude 140°16'10"E AGD66, south to latitude 27°22'00"S AGD66, west to longitude 140°16'00"E AGD66, south to latitude 27°23'00"S AGD66, west to longitude 140°15'50"E AGD66, south to latitude 27°23'10"S AGD66, west to longitude 140°15'40"E AGD66, south to latitude 27°23'20"S AGD66, west to longitude 140°14'20"E AGD66, north to latitude 27°23'10"S AGD66, west to longitude 140°13'40"E AGD66, south to latitude 27°23'50"S AGD66, west to longitude 140°13'30"E AGD66, south to latitude 27°24'00"S AGD66, west to longitude 140°13'20"E AGD66, south to latitude 27°24'30"S AGD66, east to longitude 140°13'30"E AGD66, south to latitude 27°24'40"S AGD66, east to longitude 140°13'40"E AGD66, south to latitude 27°25'10"S AGD66, west to longitude 140°13'20"E AGD66, south to latitude 27°25'20"S AGD66, west to longitude 140°12'50"E AGD66, south to latitude 27°25'30"S AGD66, west to longitude 140°12'40"E AGD66, south to latitude 27°25'40"S AGD66, west to longitude 140°12'20"E AGD66, south to latitude 27°25'50"S AGD66, west to longitude 140°12'10"E AGD66, south to latitude 27°26'10"S AGD66, west to longitude 140°11'20"E AGD66, north to latitude 27°25'50"S AGD66, east to longitude 140°11'30"E AGD66, north to latitude 27°24'40"S AGD66, east to longitude 140°11'40"E AGD66, north to latitude 27°24'30"S AGD66, east to longitude 140°11'50"E AGD66, north to latitude 27°24'20"S AGD66, east to longitude 140°12'00"E AGD66, north to latitude 27°24'10"S AGD66, east to longitude 140°12'10"E AGD66, north to latitude 27°24'00"S AGD66, east to longitude 140°12'20"E AGD66, north to latitude 27°23'30"S AGD66, east to longitude 140°12'30"E AGD66, north to latitude 27°23'10"S AGD66, west to longitude 140°12'20"E AGD66, north to latitude 27°22'30"S AGD66, east to longitude 140°12'40"E AGD66, north to latitude 27°22'20"S AGD66, east to longitude 140°13'00"E AGD66, north to latitude 27°22'10"S AGD66, east to longitude 140°13'10"E AGD66, north to latitude 27°22'00"S AGD66, east to longitude 140°13'20"E AGD66, north to latitude 27°21'50"S AGD66, east to longitude 140°13'30"E AGD66, north to latitude 27°21'40"S AGD66, east to longitude 140°13'40"E AGD66, north to latitude 27°21'00"S AGD66, east to longitude 140°13'50"E AGD66, north to latitude 27°20'10"S AGD66, west to longitude 140°13'30"E AGD66, north to latitude 27°19'30"S AGD66, east to longitude 140°13'40"E AGD66, north to latitude 27°19'20"S AGD66, east to longitude 140°13'50"E AGD66, north to latitude 27°19'10"S AGD66, east to longitude 140°14'50"E AGD66, north to latitude 27°19'00"S AGD66, east to longitude 140°15'00"E AGD66, north to latitude 27°18'50"S AGD66, east to longitude 140°15'20"E AGD66, north to latitude 27°18'40"S AGD66, east to longitude 140°15'40"E AGD66, and north to the point of commencement.

Commencing at a point being the intersection of latitude 27°26'50"S AGD66 and longitude 140°10'40"E AGD66, thence east to longitude 140°11'25"E AGD66, south to latitude 27°27'00"S Clarke1858, east to longitude 140°11'30"E AGD66, south to latitude 27°27'30"S AGD66, west to longitude 140°11'20"E AGD66, south to latitude 27°27'50"S AGD66, west to longitude 140°11'10"E AGD66, south to latitude 27°28'10"S AGD66, west to longitude 140°10'50"E AGD66, south to latitude 27°29'10"S AGD66, west to longitude 140°10'30"E AGD66, south to latitude 27°29'20"S AGD66, west to longitude 140°09'40"E AGD66, north to latitude 27°28'30"S AGD66, east to longitude 140°09'50"E AGD66, north to latitude 27°28'10"S AGD66, east to longitude 140°10'00"E AGD66, north to latitude 27°28'00"S AGD66, east to longitude 140°10'10"E AGD66, north to latitude 27°27'50"S AGD66, east to longitude 140°10'20"E AGD66, north to latitude 27°27'40"S AGD66, east to longitude 140°10'30"E AGD66, north to latitude 27°27'10"S AGD66, east to longitude 140°10'40"E AGD66, and north to the point of commencement.

Commencing at a point being the intersection of latitude 27°27'35"S AGD66 and longitude 140°13'30"E AGD66, thence east to longitude 140°14'05"E AGD66, south to latitude 27°28'05"S AGD66, west to longitude 140°13'50"E AGD66, south to latitude 27°28'10"S AGD66, west to longitude 140°13'40"E AGD66, south to latitude 27°28'15"S AGD66, west to longitude 140°13'30"E AGD66, south to latitude 27°28'45"S AGD66, west to longitude 140°13'25"E AGD66, south to latitude 27°29'10"S AGD66, west to longitude 140°13'05"E AGD66, south to latitude 27°29'15"S AGD66, west to longitude 140°12'50"E AGD66, north to latitude 27°28'50"S AGD66, east to longitude 140°12'55"E AGD66, north to latitude 27°28'30"S AGD66, west to longitude 140°12'35"E AGD66, north to latitude 27°27'55"S AGD66, east to longitude 140°13'15"E AGD66, north to latitude 27°27'50"S AGD66, east to longitude 140°13'30"E AGD66, and north to the point of commencement.

Commencing at a point being the intersection of latitude 26°52'45"S GDA94 and longitude 140°04'45"E GDA94, thence east to longitude 140°07'25"E GDA94, south to latitude 26°53'15"S GDA94, east to longitude 140°08'10"E GDA94, south to latitude 26°54'30"S GDA94, east to longitude 140°08'30"E GDA94, south to latitude 26°55'45"S GDA94, east to longitude 140°09'25"E GDA94, south to latitude 26°56'05"S GDA94, east to longitude 140°13'00"E GDA94, south to latitude 26°56'35"S GDA94, east to longitude 140°22'00"E GDA94, south to latitude 26°59'35"S GDA94, east to longitude 140°24'10"E GDA94, south to latitude 27°00'25"S GDA94, east to longitude 140°25'05"E GDA94, south to latitude 27°02'45"S GDA94, west to longitude 140°22'00"E GDA94, south to latitude 27°02'50"S GDA94, west to longitude 140°16'15"E GDA94, south to latitude 27°03'20"S GDA94, west to longitude 140°12'55"E GDA94, south to latitude 27°03'50"S GDA94, west to longitude 140°12'15"E GDA94, south to 27°08'07.76"S GDA94, north-east to the intersection of latitude 27°07'41.34"S GDA94 and longitude 140°13'12.41"E GDA94, east to the intersection of latitude 27°07'47.06"S GDA94 and longitude 140°14'04.68"E GDA94, south-east to the intersection of latitude 27°08'17.07"S GDA94 and longitude 140°14'36.92"E GDA94, south to the intersection of latitude 27°11'32.52"S GDA94 and longitude 140°14'54.32"E GDA94, south-west to the intersection of latitude 27°12'13.16"S GDA94 and longitude 140°14'40.73"E GDA94, south to the intersection of latitude 27°12'40"S GDA94 and longitude 140°14'39.16"E GDA94, west to longitude 140°12'35"E GDA94, south to latitude 27°13'15"S GDA94, west to longitude 140°11'40"E GDA94, south to latitude 27°15'50"S GDA94, east to longitude 140°12'10"E GDA94, south to latitude 27°16'30"S GDA94, east to longitude 140°13'15"E GDA94, south to latitude 27°20'20"S GDA94, east to longitude 140°13'35"E GDA94, south to latitude 27°21'26.93"S GDA94, south-west to the intersection of latitude 27°21'27.78"S GDA94 and longitude 140°13'33"E GDA94, south to latitude 27°21'44"S GDA94, west to longitude 140°13'24"E GDA94, south to latitude 27°21'54"S GDA94, west to longitude 140°13'14"E GDA94, south to latitude 27°22'00"S GDA94, west to longitude 140°12'40"E GDA94, south to latitude 27°22'10"S GDA94, west to longitude 140°12'23"E GDA94, south to latitude 27°22'30"S GDA94, west to longitude 140°12'15"E GDA94, south to latitude 27°23'05"S GDA94, west to longitude 140°09'50"E GDA94, south to latitude 27°26'30"S GDA94, east to longitude 140°10'30"E GDA94, south to latitude 27°27'10"S GDA94, west to longitude 140°08'55"E GDA94, north to latitude 27°26'20"S GDA94, west to longitude 140°08'25"E GDA94, north to latitude 27°25'35"S GDA94, west to longitude 140°08'00"E GDA94, north to latitude 27°25'00"S GDA94, west to longitude 140°07'40"E GDA94, north to latitude 27°24'00"S GDA94, west to longitude 140°07'00"E GDA94, north to latitude 27°23'35"S GDA94, west to longitude 140°06'50"E GDA94, north to latitude 27°22'00"S GDA94, west to longitude 140°06'35"E GDA94, north to latitude 27°20'45"S GDA94, west to longitude 140°06'00"E GDA94, north to latitude 27°20'00"S GDA94, west to longitude 140°05'40"E GDA94, north to latitude 27°18'20"S GDA94, west to longitude 140°05'20"E GDA94, north to latitude 27°17'30"S GDA94, west to longitude 140°05'05"E GDA94, north to latitude 27°16'35"S GDA94, west to longitude 140°04'40"E GDA94, north to latitude 27°15'40"S GDA94, west to longitude 140°04'20"E GDA94, north to latitude 27°13'45"S GDA94, west to longitude 140°04'05"E GDA94, north to latitude 27°13'05"S GDA94, west to longitude 140°03'55"E GDA94, north to latitude 27°11'50"S GDA94, east to longitude 140°06'15"E GDA94, north to latitude 27°10'50"S GDA94, east to longitude 140°06'35"E GDA94, north to latitude 27°08'00"S GDA94, west to longitude 140°02'05"E GDA94, south to latitude 27°08'55"S GDA94, west to longitude 140°01'15"E GDA94, north to latitude 27°08'30"S GDA94, west to longitude 139°58'50"E GDA94, south to latitude 27°11'30"S GDA94, west to longitude 139°57'25"E GDA94, north to latitude 27°10'40"S GDA94, west to longitude 139°57'00"E GDA94, north to latitude 27°09'50"S GDA94, west to longitude 139°55'45"E GDA94, north to latitude 27°09'25"S GDA94, west to longitude 139°54'45"E GDA94, north to latitude 27°08'50"S GDA94, west to longitude 139°54'25"E GDA94, north to latitude 27°08'10"S GDA94, west to longitude 139°53'50"E GDA94, north to latitude 27°07'50"S GDA94, west to longitude 139°53'15"E GDA94, north to latitude 27°07'20"S GDA94, west to longitude 139°52'55"E GDA94, north to latitude 27°06'50"S GDA94, west to longitude 139°52'35"E GDA94, north to latitude 27°04'35"S GDA94, east to longitude 139°53'40"E GDA94, north to latitude 27°03'50"S GDA94, east to longitude 139°58'45"E GDA94, north to latitude 27°02'20"S GDA94, west to longitude 139°58'25"E GDA94, north to latitude 27°01'35"S GDA94, west to longitude 139°58'05"E GDA94, north to latitude 27°00'35"S GDA94, east to 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Area: 1 745 km² approximately.

Dated 10 August 2005.

B. A. GOLDSTEIN, Director Petroleum,
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. This Licence granted on 10 August 2005 is hereby entered on the public register.
2. Interests in the licence are:-

Eagle Bay Resources NL 100%
3. Notation of receipt of Cash Security on 10 August 2005 is hereby entered on the public register.



**BARRY A. GOLDSTEIN
Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development**

Date: 10 August 2005

Ref: 27/2/314

PETROLEUM ACT 2000

PETROLEUM EXPLORATION LICENCE

PEL 182

I, BARRY ALAN GOLDSTEIN, Director Petroleum, Minerals and Energy Resources, Primary Industries and Resources, in the State of South Australia pursuant to the provisions of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegation dated 28 March 2002, (refer Government Gazette dated 11 April 2002 page 1573), HEREBY GRANT to:

Eagle Bay Resources NL
ACN 051 212 429

(hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, to have effect for a term of five years and to expire on *9th August* 2010 and carrying the right to one further renewal subject to the provisions of the *Petroleum Act 2000*.

DESCRIPTION OF AREA

The land comprised in this licence is that part of the State of South Australia described in the Schedule hereto.

CONDITIONS

1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to three exploratory operations are guaranteed. These exploratory operations shall include but *not* necessarily be limited to -

Year of Term of Licence	Minimum Work Requirements
One	Drill five wells; Geological and Geophysical studies
Two	Drill three wells; Acquire 70 km 2D seismic; Geological and Geophysical studies
Three	Drill three wells; Geological and Geophysical studies
Four	Acquire 200 km 2D seismic; Geological and Geophysical studies
Five	Drill two wells; Geological and Geophysical studies

2. In the event that the Licensee during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.
3. The Licensee shall during periods determined by the Minister lodge and maintain with the Minister in the form acceptable to the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of \$50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time.
4. The Licensee must:
 - (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
5. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.
6. The Licensee shall, upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 12 July 2005 between the Licensee, the Minister, the Dieri People and the Ngayana Dieri Karna (Aboriginal Corporation), and the Deed dated 12 July 2005 between the Licensee, the Minister, the Yandruwandha/Yawarrawarrka People and the Yandruwandha/Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) (Under Administration), native title claimant parties, entered into for the purposes of Section 31 of the Native Title Act 1993.
7. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the *Petroleum Act 2000*, that the report also includes an assessment of the potential economic consequences for other licensees under the *Petroleum Act 2000* or *Mining Act, 1971* and owners of land, arising out of proposed regulated activities to be carried out in the licence area.
8. A contract or agreement entered into by the licensee to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the *Petroleum Act 1940 or 2000* cannot transfer, limit or exclude liability under the *Petroleum Act 2000* unless written consent of the Minister is obtained.

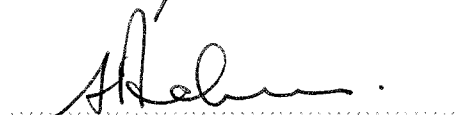
Date: 10th AUGUST 2005



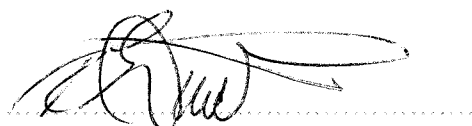
BARRY A. GOLDSTEIN
Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Signed by the said LICENSEE

Date: August 9th 2005



Authorised Representative



Witness

ANGELINE RECHNER
Name

RICHARD DERMATER
Name

DIRECTOR
Position

DIRECTOR
Position

EAGLE BAY RESOURCES N.L.
Company

EAGLE BAY RESOURCES N.L.
Company

PETROLEUM EXPLORATION LICENCE

PEL 182

DESCRIPTION OF AREA

All that part of the State of South Australia in the vicinity of Coongie Lakes (North East, South Australia), bounded as follows:-

Commencing at a point being the intersection of latitude 26°52'00"S GDA94 and longitude 140°03'00"E GDA94, thence east to longitude 140°10'00"E GDA94, south to latitude 26°55'00"S GDA94, east to longitude 140°26'00"E AGD66, south to latitude 27°05'00"S AGD66, west to longitude 140°21'00"E AGD66, south to latitude 27°06'00"S AGD66, west to longitude 140°20'00"E AGD66, south to latitude 27°10'20"S AGD66, east to longitude 140°20'10"E AGD66, south to latitude 27°10'30"S AGD66, east to longitude 140°20'20"E AGD66, south to latitude 27°10'40"S AGD66, east to longitude 140°20'40"E AGD66, south to latitude 27°10'50"S AGD66, east to longitude 140°22'00"E AGD66, south to latitude 27°11'00"S AGD66, east to longitude 140°22'20"E AGD66, south to latitude 27°11'10"S AGD66, east to longitude 140°22'40"E AGD66, south to latitude 27°11'20"S AGD66, east to longitude 140°22'50"E AGD66, south to latitude 27°11'30"S AGD66, east to longitude 140°23'10"E AGD66, south to latitude 27°12'50"S AGD66, west to longitude 140°22'00"E AGD66, south to latitude 27°13'00"S AGD66, west to longitude 140°21'30"E AGD66, south to latitude 27°13'10"S AGD66, west to longitude 140°21'10"E AGD66, south to latitude 27°13'20"S AGD66, west to longitude 140°20'10"E AGD66, south to latitude 27°13'30"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°13'40"S AGD66, west to longitude 140°18'00"E AGD66, north to latitude 27°13'30"S AGD66, west to longitude 140°17'30"E AGD66, north to latitude 27°13'20"S AGD66, west to longitude 140°17'10"E AGD66, north to latitude 27°13'10"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°14'00"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°14'20"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°14'30"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°14'40"S AGD66, east to longitude 140°17'00"E AGD66, south to latitude 27°15'00"S AGD66, east to longitude 140°17'40"E AGD66, north to latitude 27°14'50"S AGD66, east to longitude 140°17'50"E AGD66, north to latitude 27°14'40"S AGD66, east to longitude 140°18'10"E AGD66, south to latitude 27°15'30"S AGD66, east to longitude 140°20'00"E AGD66, south to latitude 27°26'10"S AGD66, west to longitude 140°19'50"E AGD66, south to latitude 27°27'00"S AGD66, west to longitude 140°19'00"E AGD66, south to latitude 27°27'20"S AGD66, west to longitude 140°18'20"E AGD66, south to latitude 27°30'00"S AGD66, west to longitude 140°05'00"E GDA94, north to latitude 27°27'00"S GDA94, west to longitude 139°53'00"E GDA94, north to latitude 27°21'00"S GDA94, west to longitude 139°52'00"E GDA94, north to latitude 27°17'00"S GDA94, west to longitude 139°51'00"E GDA94, north to latitude 27°15'00"S GDA94, west to longitude 139°50'00"E GDA94, north to latitude 27°03'00"S GDA94, east to longitude 139°57'00"E GDA94, north to latitude 27°00'00"S GDA94, east to longitude 140°02'00"E GDA94, north to latitude 26°59'00"S GDA94, east to longitude 140°03'00"E GDA94, and north to point of commencement **but excluding** the following areas:

Commencing at a point being the intersection of latitude 27°18'30"S AGD66 and longitude 140°15'40"E AGD66, thence east to longitude 140°16'10"E AGD66, south to latitude 27°18'40"S AGD66, east to longitude 140°16'20"E AGD66, south to latitude 27°18'50"S AGD66, east to longitude 140°16'30"E AGD66, south to latitude 27°19'00"S AGD66, east to longitude 140°16'40"E AGD66, south to latitude 27°19'30"S AGD66, west to longitude 140°16'20"E AGD66, south to latitude 27°19'40"S AGD66, west to longitude 140°16'10"E AGD66, south to latitude 27°19'50"S AGD66, west to longitude 140°15'20"E AGD66, south to latitude 27°20'00"S AGD66, east to longitude 140°15'30"E AGD66, south to latitude 27°21'20"S AGD66, east to longitude 140°15'40"E AGD66, south to latitude 27°21'30"S AGD66, east to longitude 140°16'10"E AGD66, south to latitude 27°22'00"S AGD66, west to longitude 140°16'00"E AGD66, south to latitude 27°23'00"S AGD66, west to longitude 140°15'50"E AGD66, south to latitude 27°23'10"S AGD66, west to longitude 140°15'40"E AGD66, south to latitude 27°23'20"S AGD66, west to longitude 140°14'20"E AGD66, north to latitude 27°23'10"S AGD66, west to longitude 140°13'40"E AGD66, south to latitude 27°23'50"S AGD66, west to longitude 140°13'30"E AGD66, south to latitude 27°24'00"S AGD66, west to longitude 140°13'20"E AGD66, south to latitude 27°24'30"S AGD66, east to longitude 140°13'30"E AGD66, south to latitude 27°24'40"S AGD66, east to longitude 140°13'40"E AGD66, south to latitude 27°25'10"S AGD66, west to longitude 140°13'20"E AGD66, south to latitude 27°25'20"S AGD66, west to longitude 140°12'50"E AGD66, south to latitude 27°25'30"S AGD66, west to longitude 140°12'40"E AGD66, south to latitude 27°25'40"S AGD66, west to longitude 140°12'20"E AGD66, south to latitude 27°25'50"S AGD66, west to longitude 140°12'10"E AGD66, south to latitude 27°26'10"S AGD66, west to longitude 140°11'20"E AGD66, north to latitude 27°25'50"S AGD66, east to longitude 140°11'30"E AGD66, north to latitude 27°24'40"S AGD66, east to longitude 140°11'40"E AGD66, north to latitude 27°24'30"S AGD66, east to longitude 140°11'50"E AGD66, north to latitude 27°24'20"S AGD66, east to longitude 140°12'00"E AGD66, north to latitude 27°24'10"S AGD66, east to longitude 140°12'10"E AGD66, north to latitude 27°24'00"S AGD66, east to longitude 140°12'20"E AGD66, north to latitude 27°23'30"S AGD66, east to longitude 140°12'30"E AGD66, north to latitude 27°23'10"S AGD66, west to longitude 140°12'20"E AGD66, north to latitude 27°22'30"S AGD66, east to longitude 140°12'40"E AGD66, north to latitude 27°22'20"S AGD66, east to longitude 140°13'00"E AGD66, north to latitude 27°22'10"S AGD66, east to longitude 140°13'10"E AGD66, north to latitude 27°22'00"S AGD66, east to longitude 140°13'20"E AGD66, north to latitude 27°21'50"S AGD66, east to longitude 140°13'30"E AGD66, north to latitude 27°21'40"S AGD66, east to longitude 140°13'40"E AGD66, north to latitude 27°21'00"S AGD66, east to longitude 140°13'50"E AGD66, north to latitude 27°20'40"S AGD66, west to longitude 140°13'40"E AGD66, north to latitude 27°20'10"S AGD66, west to longitude 140°13'30"E AGD66, north to latitude 27°19'30"S AGD66, east to longitude 140°13'40"E AGD66, north to latitude 27°19'20"S AGD66, east to longitude 140°13'50"E AGD66, north to latitude 27°19'10"S AGD66, east to longitude 140°14'50"E AGD66, north to latitude 27°19'00"S AGD66, east to longitude 140°15'00"E AGD66, north to latitude 27°18'50"S AGD66, east to longitude 140°15'20"E AGD66, north to latitude 27°18'40"S AGD66, east to longitude 140°15'40"E AGD66, and north to point of commencement.

Commencing at a point being the intersection of latitude 27°26'50"S AGD66 and longitude 140°10'40"E AGD66, thence east to longitude 140°11'25"E AGD66, south to latitude 27°27'00"S Clarke1858, east to longitude 140°11'30"E AGD66, south to latitude 27°27'30"S AGD66, west to longitude 140°11'20"E AGD66, south to latitude 27°27'50"S AGD66, west to longitude 140°11'10"E AGD66, south to latitude 27°28'10"S AGD66, west to longitude 140°10'50"E AGD66, south to latitude 27°29'10"S AGD66, west to longitude 140°10'30"E AGD66,

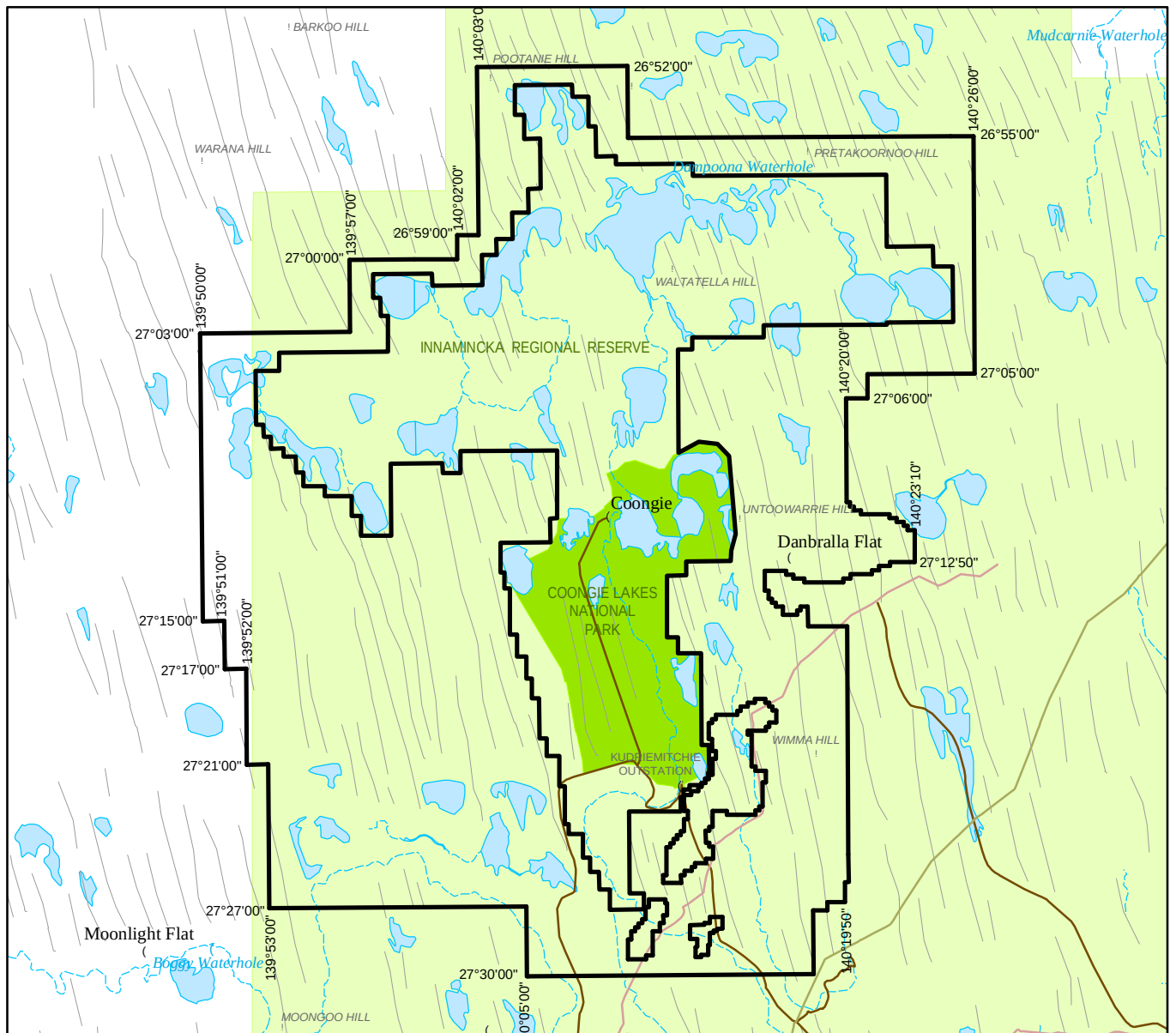
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Commencing at a point being the intersection of latitude 27°27'35"S AGD66 and longitude 140°13'30"E AGD66, thence east to longitude 140°14'05"E AGD66, south to latitude 27°28'05"S AGD66, west to longitude 140°13'50"E AGD66, south to latitude 27°28'10"S AGD66, west to longitude 140°13'40"E AGD66, south to latitude 27°28'15"S AGD66, west to longitude 140°13'30"E AGD66, south to latitude 27°28'45"S AGD66, west to longitude 140°13'25"E AGD66, south to latitude 27°29'10"S AGD66, west to longitude 140°13'05"E AGD66, south to latitude 27°29'15"S AGD66, west to longitude 140°12'50"E AGD66, north to latitude 27°28'50"S AGD66, east to longitude 140°12'55"E AGD66, north to latitude 27°28'30"S AGD66, west to longitude 140°12'35"E AGD66, north to latitude 27°27'55"S AGD66, east to longitude 140°13'15"E AGD66, north to latitude 27°27'50"S AGD66, east to longitude 140°13'30"E AGD66, and north to point of commencement.

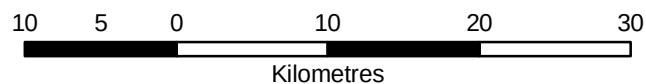
Commencing at a point being the intersection of latitude 26°52'45"S GDA94 and longitude 140°04'45"E GDA94, thence east to longitude 140°07'25"E GDA94, south to latitude 26°53'15"S GDA94, east to longitude 140°08'10"E GDA94, south to latitude 26°54'30"S GDA94, east to longitude 140°08'30"E GDA94, south to latitude 26°55'45"S GDA94, east to longitude 140°09'25"E GDA94, south to latitude 26°56'05"S GDA94, east to longitude 140°13'00"E GDA94, south to latitude 26°56'35"S GDA94, east to longitude 140°22'00"E GDA94, south to latitude 26°59'35"S GDA94, east to longitude 140°24'10"E GDA94, south to latitude 27°00'25"S GDA94, east to longitude 140°25'05"E GDA94, south to latitude 27°02'45"S GDA94, west to longitude 140°22'00"E GDA94, south to latitude 27°02'50"S GDA94, west to longitude 140°16'15"E GDA94, south to latitude 27°03'20"S GDA94, west to longitude 140°12'55"E GDA94, south to latitude 27°03'50"S GDA94, west to longitude 140°12'15"E GDA94, south to 27°08'07.76"S GDA94, northeast to the intersection of latitude 27°07'41.34"S GDA94 and longitude 140°13'12.41"E GDA94, east to the intersection of latitude 27°07'47.06"S GDA94 and longitude 140°14'04.68"E GDA94, southeast to the intersection of latitude 27°08'17.07"S GDA94 and longitude 140°14'36.92"E GDA94, south to the intersection of latitude 27°11'32.52"S GDA94 and longitude 140°14'54.32"E GDA94, southwest to the intersection of latitude 27°12'13.16"S GDA94 and longitude 140°14'40.73"E GDA94, south to the intersection of latitude 27°12'40"S GDA94 and longitude 140°14'39.16"E GDA94, west to longitude 140°12'35"E GDA94, south to latitude 27°13'15"S GDA94, west to longitude 140°11'40"E GDA94, south to latitude 27°15'50"S GDA94, east to longitude 140°12'10"E GDA94, south to latitude 27°16'30"S GDA94, east to longitude 140°13'15"E GDA94, south to latitude 27°20'20"S GDA94, east to longitude 140°13'35"E GDA94, south to latitude 27°21'26.93"S GDA94, southwest to the intersection of latitude 27°21'27.78"S GDA94 and longitude 140°13'33"E GDA94, south to latitude 27°21'44"S GDA94, west to longitude 140°13'24"E GDA94, south to latitude 27°21'54"S GDA94, west to longitude 140°13'14"E GDA94, south to latitude 27°22'00"S GDA94, west to longitude 140°12'40"E GDA94, south to latitude 27°22'10"S GDA94, west to longitude 140°12'23"E GDA94, south to latitude 27°22'30"S GDA94, west to longitude 140°12'15"E GDA94, south to latitude 27°23'05"S GDA94, west to longitude 140°09'50"E GDA94, south to latitude 27°26'30"S GDA94, east to longitude 140°10'30"E GDA94,

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 south to latitude 27°11'30"S GDA94, west to longitude 139°57'25"E GDA94,
 north to latitude 27°10'40"S GDA94, west to longitude 139°57'00"E GDA94,
 north to latitude 27°09'50"S GDA94, west to longitude 139°55'45"E GDA94,
 north to latitude 27°09'25"S GDA94, west to longitude 139°54'45"E GDA94,
 north to latitude 27°08'50"S GDA94, west to longitude 139°54'25"E GDA94,
 north to latitude 27°08'10"S GDA94, west to longitude 139°53'50"E GDA94,
 north to latitude 27°07'50"S GDA94, west to longitude 139°53'15"E GDA94,
 north to latitude 27°07'20"S GDA94, west to longitude 139°52'55"E GDA94,
 north to latitude 27°06'50"S GDA94, west to longitude 139°52'35"E GDA94,
 north to latitude 27°04'35"S GDA94, east to longitude 139°53'40"E GDA94,
 north to latitude 27°03'50"S GDA94, east to longitude 139°58'45"E GDA94,
 north to latitude 27°02'20"S GDA94, west to longitude 139°58'25"E GDA94,
 north to latitude 27°01'35"S GDA94, west to longitude 139°58'05"E GDA94,
 north to latitude 27°00'35"S GDA94, east to longitude 140°00'50"E GDA94,
 south to latitude 27°01'05"S GDA94, east to longitude 140°03'10"E GDA94,
 north to latitude 26°59'50"S GDA94, east to longitude 140°03'50"E GDA94,
 north to latitude 26°59'10"S GDA94, east to longitude 140°04'35"E GDA94,
 north to latitude 26°58'05"S GDA94, east to longitude 140°05'20"E GDA94,
 north to latitude 26°57'05"S GDA94, east to longitude 140°05'55"E GDA94,
 north to latitude 26°55'00"S GDA94, west to longitude 140°05'10"E GDA94,
 north to latitude 26°54'00"S GDA94, west to longitude 140°04'45"E GDA94
 and north to point of commencement.

AREA: **1745** square kilometres approximately



SCALE 1:500 000



Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Australian Geodetic Datum (AGD66), the Geocentric Datum of Australia (GDA94) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 182

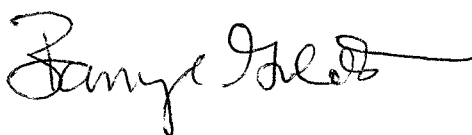


**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 182**

1. The following Deeds, pursuant to section 31 of the *Native Title Act 1993* are hereby entered on the public register:
 - Land Access Deed dated 12 July 2005 between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Yandruwandha/Yawarrawarrka People, Eagle Bay Resources NL and the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) (Under Administration).
 - Land Access Deed dated 12 July 2005 between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Dieri People, Eagle Bay Resources NL and the Ngayana Dieri Karna (Aboriginal Corporation).



**BARRY A. GOLDSTEIN
Director Petroleum
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development**

Date: 10 August 2005

Ref: 27/2/314

**THE HONOURABLE PAUL HOLLOWAY, MINISTER FOR MINERAL
RESOURCES DEVELOPMENT
FOR AND ON BEHALF OF THE STATE OF SOUTH AUSTRALIA
(‘Government Party’)**

and

**THE YANDRUWANDHA/YAWARRAWARRKA PEOPLE
(‘Native Title Party’)**

and

**EAGLE BAY RESOURCES NL
(‘Grantee Party’)**

and

**YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS
(ABORIGINAL CORPORATION) (UNDER ADMINISTRATION)
(‘Association’)**

LAND ACCESS DEED

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LAND ACCESS DEED

THIS DEED is made the *12th* day of *July* 2005

BETWEEN **THE HONOURABLE PAUL HOLLOWAY, MINISTER FOR MINERAL RESOURCES DEVELOPMENT** of Level 17, Grenfell Centre, 25 Grenfell Street Adelaide South Australia 5000 for and on behalf of the State of South Australia.
(‘Government Party’)

AND **THE YANDRUWANDHA/YAWARRAWARRKA PEOPLE** by **CHARLIE MOORE, FREDRICK BROWN, LESLIE HARRIS, AARON PATERSON, ANITA PATERSON**, for and on behalf of the Native Title Claim Group in native title determination application no SG 6024/98 in the Federal Court of Australia, C/- Hunt & Hunt Solicitors, 12th Floor, 26 Flinders Street Adelaide South Australia 5000.
(‘Native Title Party’)

AND **EAGLE BAY RESOURCES NL** of First Floor, 14 Outram Street, West Perth Western Australia 6005.
(‘Grantee Party’)

AND **YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)** (Under Administration) of 487 Nerang-Murwillumbah Road, Advancetown, Queensland 4211
(‘Association’)

COMMISSIONER OF STATE TAXATION

S.A. STAMP DUTY PAID \$10.00
ORIGINAL STAMPED (Copy 4 of 4)
11/08/2005 11:36:29 00743963.1
DEED

RECITALS

WHEREAS:

- A. The Grantee Party has lodged an application for grant of an exploration licence under the Petroleum Act in respect of the Cooper Basin block described in Schedule 1 (which includes land the subject of the Native Title Application) and seeks the issue of a Licence pursuant to the Petroleum Act.
- B. If the grant of the Licence affects native title it will be a future act as defined in the Native Title Act.
- C. The Government Party has given notice of its intention to grant the Licence in accordance with section 29 of the Native Title Act.
- D. The Native Title Application has been filed under section 13(1) of the Native Title Act, in respect of the Claimed Land on behalf of the Native Title Claim Group.
- E. The Negotiation Parties have negotiated in good faith under Subdivision P of Division 3 of Part 2 of the Native Title Act in relation to the Government Party's intention to grant the Licence.
- F. The issuing of the Licence is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act.
- G. If the Licence is issued to the Grantee Party in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licence, and any work done pursuant to it, affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to it, and it is the further intention of the parties that in any event, the grant of the Licence and activities under it will not extinguish or permanently affect such rights and interests.
- H. Following negotiations in good faith between the Negotiation Parties, the Native Title Party has agreed to the grant of the Licence to the Grantee Party consequent upon the execution of this Deed. Subsequent to the execution of this Deed the Native Title Party will consent to a determination under section 38 of the Native Title Act that the Licence and Later Acts may be granted.
- I. The Native Title Claim Group (which includes the registered native title claimants) resolved on the 12th day of June 2001 to incorporate under the Aboriginal Councils and Associations Act 1976 (Commonwealth). On the 2nd day of August 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) pursuant to the *Aboriginal Councils and Associations Act 1976* (Commonwealth).
- J. On 18 April 2005, Lindsay Roberts was appointed the administrator of the Association under the *Aboriginal Councils and Associations Act 1976* (Commonwealth).

- K. The Government Party, the Native Title Party and the Grantee Party, all having negotiated in good faith have agreed for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Party as are more specifically set out in this Deed, to include the Association as a party to this Deed.

OPERATIVE PROVISIONS

The parties agree:

1. INTERPRETATION

1.1 In this Deed, and in the Recitals, unless the contrary intention appears:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa and reference to a gender includes each other gender;
- (c) a reference to an individual person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (d) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Deed;
- (e) Recitals and Schedules form part of this Deed;
- (f) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- (g) a reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and assigns;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) 'business day' excludes a Saturday, Sunday or public holiday in South Australia;
- (j) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;

- (k) a reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them;
- (m) the meaning of general words will not be limited by reference to accompanying specific words;
- (n) any term or expression used herein which is defined in either the Petroleum Act or the Native Title Act has the same meaning as in that legislation; and
- (o) monetary references are references to Australian currency.

1.2 If any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:

- (i) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable therefrom, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained herein;
- (ii) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component; and
- (iii) PROVIDED that in the event the offending provisions are the inclusion of the Association as a party to this Deed and the consequential provisions of that inclusion then the agreements, representations and warranties therein contained shall be attributed to, and be taken to have always been attributed to, the Native Title Party.

1.3 In this Deed, headings are for convenience of reference and do not affect the interpretation of this Deed.

2. DEFINITIONS

2.1 In this Deed and in the Recitals and Schedules unless the context otherwise requires:

‘Applicable Law’ means every law and regulation (whether of the Commonwealth or of the State) from time to time in operation in the State which is applicable to a party including any such laws relating to native title, mining, the environment, or Aboriginal heritage;

‘Association’ means the association or corporation named in Part 2 of Schedule 2 of this Deed;

‘Claimed Land’ means the area of land and any waters the subject of the Native Title Application;

‘Commencement Day’ means the day of the date of this Deed or another date agreed in writing by the parties;

‘Deed’ means this deed and includes the Recitals and Schedules;

‘Essential Term’ means those terms in clauses 5.3, 7, 12, and 18.3 of this Deed and in items 7, 8.7, 8.8, 9.7, 13, and 15 of Schedule 4;

‘Government Party’ means the State of South Australia;

‘Grantee Party’ means the party to this Deed so described, being the applicant for the Licence;

‘Later Act’ means the issue of any retention licence, production licence, associated facilities licence or pipeline licence (by whatever name called) subsequent to the grant of the exploration licence referred to in Recital A;

‘Licence’ means the exploration licence proposed to be issued to the Grantee Party in the Licence Area pursuant to the Petroleum Act referred to in Recital A and includes:

- (a) any associated facilities licence subsequently able to be lawfully issued to the Grantee party within the Licence Area or outside the Licence Area but within the Claimed Land; and
- (b) any other licence or authority subsequently able to be lawfully issued to the Grantee Party within the Licence Area pursuant to the Petroleum Act and which would, without this Deed, attract the right to negotiate provided in the Native Title Act;

‘Licence Application’ means the application for a Licence under the Petroleum Act being the exploration licence application further described in Schedule 1;

‘Licence Area’ means the land and any waters the subject of a Licence Application as described in Schedule 1 hereto and subsequent to the grant of the Licence the area for the time being the subject of a Licence provided that, where at any time part of such area ceases to be the subject of a Licence, that area thereupon ceases to form part of the Licence Area;

‘Minister’ means the Minister responsible for the issue of a Licence pursuant to, and having responsibility for the administration of, the Petroleum Act;

‘Native Title Act’ means the *Native Title Act 1993* (Commonwealth);

‘Native Title Application’ means the Application for Determination of Native Title filed in the Federal Court of Australia by the Native Title Party and described in Part 1 of Schedule 2;

‘Native Title Claim Group’ has the same meaning as in the Native Title Act;

‘Native Title Party’ has the same meaning as in the Native Title Act and includes all members of the Native Title Claim Group in respect of the Native Title Application;

‘Negotiation Parties’ means the Government Party, the Native Title Party and the Grantee Party, in accordance with section 30A of the Native Title Act in relation to the Licence Application;

‘PEL’ means the exploration licence described in Schedule 1 applied for by the Grantee Party pursuant to the Petroleum Act, as renewed, extended, substituted or varied from time to time;

‘Petroleum’ has the same meaning as in the Petroleum Act and where the term ‘petroleum’ is used herein it shall include each and all constituents thereof;

‘Petroleum Act’ means the *Petroleum Act 2000* (South Australia) as amended or any enactment substituted therefore together with any regulations and subordinate legislative made thereunder;

‘Project’ means all operations proposed or which may be undertaken by the Grantee Party or its contractors relating or incidental to the activities conducted or authorised under a Licence;

‘Registered Native Title Claimants’ has the same meaning as in the Native Title Act; and

‘State’ means the State of South Australia.

- 2.2 A reference to a Minister, Department, authority, body or person, includes the Minister, Department, authority, body or person for the time being performing the function of such Minister, Department, authority, body or person.

3. COMMENCEMENT AND TERM

- 3.1 This Deed commences on the Commencement Day.
- 3.2 The operation of sub-clauses 7.1(b), 7.2 and 18.3 are conditional upon the grant of the PEL.
- 3.3 Subject to any provision of this Deed to the contrary, this Deed will terminate on the completion of the Project.
- 3.4 This Deed shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.

4. AUTHORITY TO ENTER INTO DEED

- 4.1 The Native Title Party represents and warrants that all necessary authorisations have been obtained to enter into this Deed and this Deed is valid and binding and enforceable in accordance with its terms against the Native Title Party and all those persons on whose behalf the Native Title Application is made.
- 4.2 The Negotiation Parties all having negotiated in good faith agree, for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Party as are more specifically set out in this Deed, to include the Association as a party to this Deed.
- 4.3 The Association represents and warrants that all necessary actions have been taken in accordance with its constitution and by law to enter into this Deed and this Deed is valid and binding and enforceable in accordance with its terms against the Association.

5. THE LICENCE

- 5.1 The Native Title Party:
 - (a) agrees to the grant of the PEL by the Minister to the Grantee Party pursuant to the Petroleum Act and to the Grantee Party exercising its rights and entitlements and discharging its obligations under the Licence in accordance with and subject to any conditions imposed by:
 - (i) the Petroleum Act;
 - (ii) any Applicable Law; and
 - (iii) this Deed;
 - (b) covenants not to lodge or make any objection to any grant of the PEL to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party is and remains in breach of an Essential Term;

- (c) agrees to the grant of any subsequent Licence and Later Act by the Minister to the Grantee Party in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the Petroleum Act and to the Grantee Party exercising its rights and entitlements and discharging its obligations under any subsequent Licence or Later Act in accordance with and subject to any conditions imposed by:
 - (i) the Petroleum Act;
 - (ii) any Applicable Law; and
 - (iii) this Deed;
- (d) covenants not to lodge or make any objection to any grant of any subsequent Licence or Later Act to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party is and remains in breach of an Essential Term.

5.2 The Negotiation Parties acknowledge that:

- (a) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence or Later Act, and to any work done pursuant to any Licence or Later Act;
- (b) the issue of a Licence or Later Act and any work done pursuant to a Licence or Later Act affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence or Later Act and carrying out work pursuant to the Licence or Later Act;
- (c) subject to sub-paragraph 5.2(e), for the purposes of Section 26D(2)(c) of the Native Title Act, if a Later Act occurs or is done in relation to the Licence Area, Sub-division P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act;
- (d) subject to sub-paragraph 5.2(e) the Negotiation Parties will consent to a determination under section 38 of the Native Title Act that the Licence and any Later Acts may be done;
- (e) the Grantee Party must not before such Later Act is done be in breach of and remain in breach of any Essential Term.

5.3 The Grantee Party covenants with the other Negotiation Parties that it will carry out activities under a Licence on the Licence Area in accordance with:

- (a) the Petroleum Act;
- (b) all Applicable Law;

- (c) the provisions of this Deed; and
- (d) good petroleum industry practice.

6. NATIVE TITLE ACT & PETROLEUM ACT

- 6.1 Each of the Negotiation Parties acknowledge that all Negotiation Parties have negotiated in good faith for the purposes of section 31(1)(b) of the Native Title Act.
- 6.2 The Government Party is authorised to provide a copy of this Deed to:
 - (a) the Minister in accordance with and to satisfy sections 112 and 115 of the Petroleum Act and for inclusion on the public register established pursuant to section 115 of the Petroleum Act; and
 - (b) the South Australian Parliament.

7. PAYMENTS

- 7.1 For better facilitating the administration of this Deed, the Grantee Party will pay to the Association the sum of \$15,000.00 per annum in respect of the PEL provided:
 - (a) the first payment shall be made on the signing of this Deed by the Native Title Party and execution by the Association;
 - (b) thereafter each annual payment shall be made within 7 days following the anniversary of the date of grant of the PEL;
 - (c) where a Licence Area is not entirely located on the Native Title Party's Claimed Land each amount payable under this provision shall be calculated rateably in like proportion as the Claimed Land within the boundary of the total Licence Area bears to the total Licence Area;
 - (d) should the proportion which Claimed Land within the boundary of the total Licence Area bears to a Licence Area change between the anniversary dates of the PEL the amount payable according to this provision will be adjusted and paid, refunded or credited (as the case requires) within seven (7) days following the next anniversary of the date of grant of the PEL; and
 - (e) the maximum payable under this provision is \$75,000.00 for the PEL.
- 7.2 The Grantee Party agrees:
 - (a) to pay from time to time to the Association or to such charitable or other trust fund or funds as may be notified to the Government Party and to the Grantee Party in writing under the Common Seal of the Association in further consideration for the Association entering into

this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and

- (b) the payments the subject of this sub-clause 7.2 shall be effected by the Grantee Party paying those amounts to the State and the State shall accept those payments from the purposes set out in the following sub-clauses of this clause 7.
- 7.3 The Association hereby requests and directs the State to pay to the Association from time to time the monies received by the State from the Grantee Party in accordance with sub-clause 7.2 and the State agrees so to do.
- 7.4 Each payment by the State shall be made:
 - (a) for and on behalf of the Grantee Party;
 - (b) within a reasonable time of receipt of the relevant monies in cleared funds; and
 - (c) in full satisfaction and discharge of each respective obligation of the Grantee party arising under sub-clause 7.2.
- 7.5 Each amount payable by the Grantee Party under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to sub-clause 7.6.
- 7.6 In the event the method of calculation contained in the Petroleum Act at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of sub-clauses 7.2, 7.3 and 7.4, the Minister may give six (6) calendar months notice in writing to the other parties of the Minister's desire to re-negotiate the method of collection and distribution of monies in terms of this clause 7 in which case the Negotiation Parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.
- 7.7 The receipt of the Association shall be a full and sufficient discharge to the Minister and to the Grantee Party for any payments made pursuant to this clause 7.
- 7.8 Nothing in this clause 7 is intended adversely to affect the integrity of the Native Title Application.
- 7.9 Nothing in this clause is intended to impose on the State a duty to invest any monies collected by the State for distribution to the Association.
- 7.10
 - (a) The Native Title Party and the Association acknowledge that the Government Party's and the Grantee Party's obligations under this Deed, including the payments to be made under this clause 7, are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or

loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Party may now or in the future have, or but for this Deed might have had, against the Grantee Party and/or the Government Party and/or their respective employees, officers, agents or contractors in connection with any actual and/or potential extinguishment of, and/or effect or impact on, any native title or claimed native title of the Native Title Party in consequence of or arising out of or in relation to the Licences and the exercise of rights or the discharge of obligations by the Grantee Party under the Licences ("**Compensation Entitlements**").

- (b) The Native Title Party and the Association release the Grantee Party and the Government Party from, and acknowledge that this Deed may be pleaded as an absolute bar against, all such Compensation Entitlements, liabilities, actions, claims or demands.
- (c) The Native Title Party and the Association will not make any application or claim against the Grantee Party or the Government Party or any other person in any court, tribunal, commission or any other competent body, including the National Native Title Tribunal for compensation, restitution, benefits, damages or any other amount (whether to be held in trust under the Native Title Act or otherwise), in connection with any such Compensation Entitlements, liabilities, actions, claims or demands.

8. ABORIGINAL HERITAGE PROTECTION

8.1 The Grantee Party, Native Title Party and Association must comply with the terms of Schedule 4 which provides:

- (a) certain terms and conditions with which the Grantee Party has agreed to abide by in the course of carrying out Petroleum Operations on the Licence Area; and
- (b) the methodology for the identification and protection of Areas of Significance.

8.2 The Grantee Party's obligations under Schedule 4 are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a determination of native title.

9. GOVERNMENT PARTY NOT LIABLE FOR SCHEDULE 4 OBLIGATIONS

The parties other than the Government Party acknowledge that neither the Government Party nor its officers, employees or agents have any obligation or liability whatsoever in connection with the rights and obligations of those other parties under Schedule 4.

10. DEED NOT CONDITION OF GRANT

The provisions of this Deed (other than the obligations of the Grantee Party and of the Government Party contained in clause 7) are not terms of the grant of a Licence under the Petroleum Act.

11. DEED PREVAILS

The Grantee Party, the Native Title Party and the Association acknowledge that the provisions of this Deed prevail over the provisions of Schedule 4 to the extent of any inconsistency.

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

The Grantee Party will comply with the environment protection procedures required by all Applicable Law relevant to its activities in connection with a Licence.

13. NO ACKNOWLEDGEMENT OF NATIVE TITLE

By entering into this Deed the Government Party and the Grantee Party do not acknowledge any concluded position as to the existence or otherwise of native title to any land the subject matter of this Deed.

14. ASSIGNMENT

14.1 The Grantee Party may at its absolute discretion assign, transfer or novate the whole or part of its interests in this Deed.

14.2 If the Grantee Party assigns or transfers the whole or part of an interest in a Licence, the Grantee Party will procure that the party thereby acquiring that interest in the Licence enters into a deed of assumption whereby the incoming party covenants to assume the obligations of the Grantee Party with regard to the other parties, and to be bound by the terms and conditions of this Deed as if it were a party to this Deed to the extent of the interest so acquired by the incoming party.

14.3 Nothing in this Deed obviates any statutory requirement for prior approval of the Minister in relation to any assignment, transfer or novation.

15. NOTICES

15.1 Subject to any other provision of this Deed to the contrary any notice, request, consent, proposal, or other communication must be in writing and signed by the person giving it and shall be addressed as follows:

The Government Party's address: The Minister for Mineral Resources
Development
C/- The Director, Petroleum Group
Level 6, 101 Grenfell Street
Adelaide SA 5000
Facsimile number: (08) 8463 3202

Native Title Party's address: The Yandruwandha/Yawarrawarrka People
C/- Hunt & Hunt Lawyers
12th Floor, 26 Flinders Street
Adelaide SA 5000
Facsimile number: (08) 8211 7362

Grantee Party's address: Eagle Bay Resources NL
C/- The Directors
First Floor, 14 Outram Street
West Perth WA 6005
Facsimile number: (08) 9481 3300

Association's address: Yandruwandha Yawarrawarrka Traditional Land
Owners (Aboriginal Corporation)
(Under Administration)
C/- Mr Lindsay Roberts
487 Nerang-Murwillumbah Road
Advancetown Queensland 4211
Facsimile number: (07) 5533 2129

15.2 In the event that any party changes its address for notices that party must advise the other parties in writing within seven (7) days of its new address, and from that time all parties must address any notices to the new address.

15.3 A notice sent by mail will be deemed received by the party to whom it is addressed on the next business day following its posting. Notices transmitted by facsimile are deemed delivered on the day of transmission subject to confirmation of complete transmission.

16. GOVERNING LAW

This Deed is governed by the laws of and applying in the State and each party submits to the non-exclusive jurisdiction of the courts of the Commonwealth of Australia and of the State and courts competent to hear appeals therefrom. The parties agree that any appeals from the courts of the Commonwealth of Australia will be filed in the South Australia District Registry of the Federal Court of Australia.

17. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

18. GENERAL

18.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.

- 18.2 The Grantee Party will pay the Native Title Party's legal and other costs and expenses in connection with the preparation and completion of this Deed. The Government Party and the Grantee Party will pay their own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for stamp duty which will be borne and paid by the Government party.
- 18.3 In consideration of the Native Title Claim Group entering into this agreement the Grantee Party agrees to pay the Association a special non-recurrent payment of \$56,640.00 upon grant of the PEL.
- 18.4 Where any payment to be made by the Grantee Party under this Deed ('**Payment**') constitutes consideration for taxable supply by the Association:
- (a) the amount of the Payment shall be increased by, and the paying party shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10%;
 - (b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates; and
 - (c) unless the Grantee Party issues a recipient created tax invoice in relation to a payment, the additional amount need not be paid unless and until the Association has given the paying party a tax invoice sufficient to enable the paying party to claim any input tax credit to which it may be entitled in respect of the taxable supply.
- 18.5 In this clause 18:
- (a) the expression '*Prevailing GST Rate*' in relation to a particular taxable supply means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and
 - (b) a word which is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* has the same meaning in this clause.
- 18.6 No modification, variation or amendment to this Deed shall be of any force unless in writing and executed by each party. No waiver by a party of any of the provisions of this Deed shall be binding unless made in writing and any such waiver shall relate only to the specific matter, non-compliance or breach in respect of which it is given and shall not apply to any subsequent or other matter, non-compliance or breach.
- 18.7 This Deed shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- 18.8 The Association may appoint an agent to carry out its functions under this Deed. At the request of any other party the Association will provide details in writing of the agent and the scope of their authority.

EXECUTED by the parties as a Deed.

THE COMMON SEAL of the MINISTER
FOR MINERAL RESOURCES
DEVELOPMENT was hereunto affixed in the
presence of

..... *LB*
Witness

Name ... *LEE BITZIOS*

Address... *3/25 GILLES ST*

..... *ADELAIDE SA SOGO*

Occupation ... *PUBLIC SERVANT*



Paul Holloway
The Honourable Paul Holloway,
Minister for Mineral Resources
Development

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said **CHARLIE MOORE**)
in the presence of)

..... *Susan Roberts*)

Witness)

Name *Susan Roberts.*)

Address *487 Nerang -*)
Murwillumbah Road.)

Advancetown Qld 4211)
Occupation *Solicitor SR.*)

Office Manager.)

Charlie Moore
.....
(signed)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said **FREDRICK BROWN**)
in the presence of)

..... *Susan Roberts*)

Witness)

Name *Susan Roberts.*)

Address *487 Nerang -*)
Murwillumbah Rd)

Occupation *Advancetown Qld.*)
4211.)

Office Manager.)

F. Brown
.....
(signed)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said **LESLIE HARRIS**)
in the presence of)

.....)
Witness)

Name)
Address)

Occupation)

.....
(signed)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said **AARON PATERSON**)
in the presence of)

Susan Roberts)
.....)
Witness)

Name *Susan Roberts.*)

Address *487 Nerang -*)
Murwillumbah Road.)

Occupation *Advancetown. Old 4211.*)

Office Manager.)

Aaron Paterson
.....
(signed)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said **ANITA PATERSON**)
in the presence of)

.....*Susan Roberts*.....)

Witness)

Susan Roberts.)
Name)

Address *487 Nerang -)*

Muswillumbah Rd.)

Advanacetown. AId, 4211.)

Occupation)

Office Manager.

Anita Paterson.....
(signed)

EXECUTED BY EAGLE BAY
RESOURCES NL ACN 051 212 429 in
accordance with section 127(1) of the
Corporations Act 2001 (Cth):



Director

Name (printed):

RICHARD DIERMAIER

Director/Secretary

Name (printed):

X

SIGNED SEALED AND DELIVERED by)
LINDSAY ROBERTS)
in his capacity as Administrator of the)
YANDRUWANDHA YAWARRAWARRKA)
TRADITIONAL LAND OWNERS)
(ABORIGINAL CORPORATION) (UNDER)
ADMINISTRATION))
in the presence of:)

..... JMB.....)
Witness)

Name Jodi Ann Barry)
Address 62 North Rd)
Lower Beechmont)
QLD 4211)
Occupation Teacher.)



**SCHEDULE 1 : THE LICENCE APPLICATION AND MAP OF THE
LICENCE AREA**

PETROLEUM ACT 2000

APPLICATION FOR THE GRANT OF
EXPLORATION PERMIT FOR PETROLEUM
APPLICATION AREA CO2003-A
COOPER BASIN
SOUTH AUSTRALIA

CONFIDENTIAL - Contains PEL Application to:

Director
Petroleum Group
Primary Industries and Resources South Australia
Level 7, 101 Grenfell Street
Adelaide SA 5000
Australia

Phone: National (08) 8463 3204
International +618 8463 3204
Fax: National (08) 8463 4155
International +618 8463 4155
Website www.petroleum.pir.sa.gov.au

The closing date for CO2003-A applications is 4.00pm on Thursday 29th July 2004

Submitted By:

Eagle Bay Resources NL
First Floor
14 Outram Street
West Perth WA 6005

PETROLEUM ACT 2000

APPLICATION FOR GRANT OF EXPLORATION PERMIT FOR PETROLEUM

In response to invitation made in Release of Onshore Petroleum Areas Australia, CO2003-A, closing on 29th July 2004, Application is hereby made by:

EAGLE BAY RESOURCES NL (ACN 051 212 429), a Company duly incorporated under the law and having its registered office at First Floor, 14 Outram Street, West Perth WA, 6005;

for the grant of an Exploration Permit for Petroleum described as CO2003-A. The necessary information required in support of this application is attached together with the application fee.

DATED this 7th day of July, 2004

MADE under the Petroleum Act 2000.

EAGLE BAY RESOURCES NL

A handwritten signature in black ink, appearing to read 'A Rechner', is written over a horizontal line.

A Rechner
CHAIRMAN

CONTENTS

APPLICATION FOR EXPLORATION PERMIT FOR PETROLEUM

- SECTION 1. Application and Plan of the area.
- SECTION 2. Details of technical assessment of the area applied for.
- SECTION 3. Particulars of the minimum work program proposed for each of the five years of the first term of the permit
- SECTION 4. Particulars of Technical Qualifications of the Applicant and its employees.
- SECTION 5. Particulars of the Technical Advice available to the Applicant.
- SECTION 6. Financial Resources available to the applicant.
- SECTION 7. Application Group.

APPENDICES

- Appendix A The Hydrocarbon Potential of Application Area CO2003-A onshore, Cooper Basin, South Australia.

SECTION 1

PETROLEUM ACT 2000

APPLICATION AND PLAN OF THE AREA

CO2003-A: APPLICATION FOR PETROLEUM EXPLORATION LICENCE
Petroleum Act 2000 and Petroleum Regulations 2000

To the Director, Petroleum Group, Department of Primary Industries and Resources South Australia (as authorised delegate to the Minister for Primary Industries and Resources)

Full Name(s) **EAGLE BAY RESOURCES N.L** Participating interest (%)
100%

Business Address **1/14 OUTRAM STREET, WEST PERTH, WA, 6005**

Telephone **(08) 9481 3322** Facsimile **(08)**
9481 3330

Email **ebr@indigo.net.au**

Name of participant who maybe contacted about the application: **EAGLE BAY RESOURCES N.L**

We hereby make application for the grant of a petroleum exploration licence in respect of The **CO2003-A** area. The application area in the Cooper Basin totals 1745 km (431 199 acres).

Our technical qualifications and experience (*in the case of a company, the Directors*), or consultants engaged by us are summarised in the attached report.

In the case of an incorporated body applicant only – A copy of our most recent audited annual financial statement and our expected financial position over the anticipated term of the licence is attached (*include statements for each participant.*)

In the case of personal applicants only – A statement demonstrating my/our expected financial position over the anticipated term of the licence is attached. (*Include statements for each participant.*)

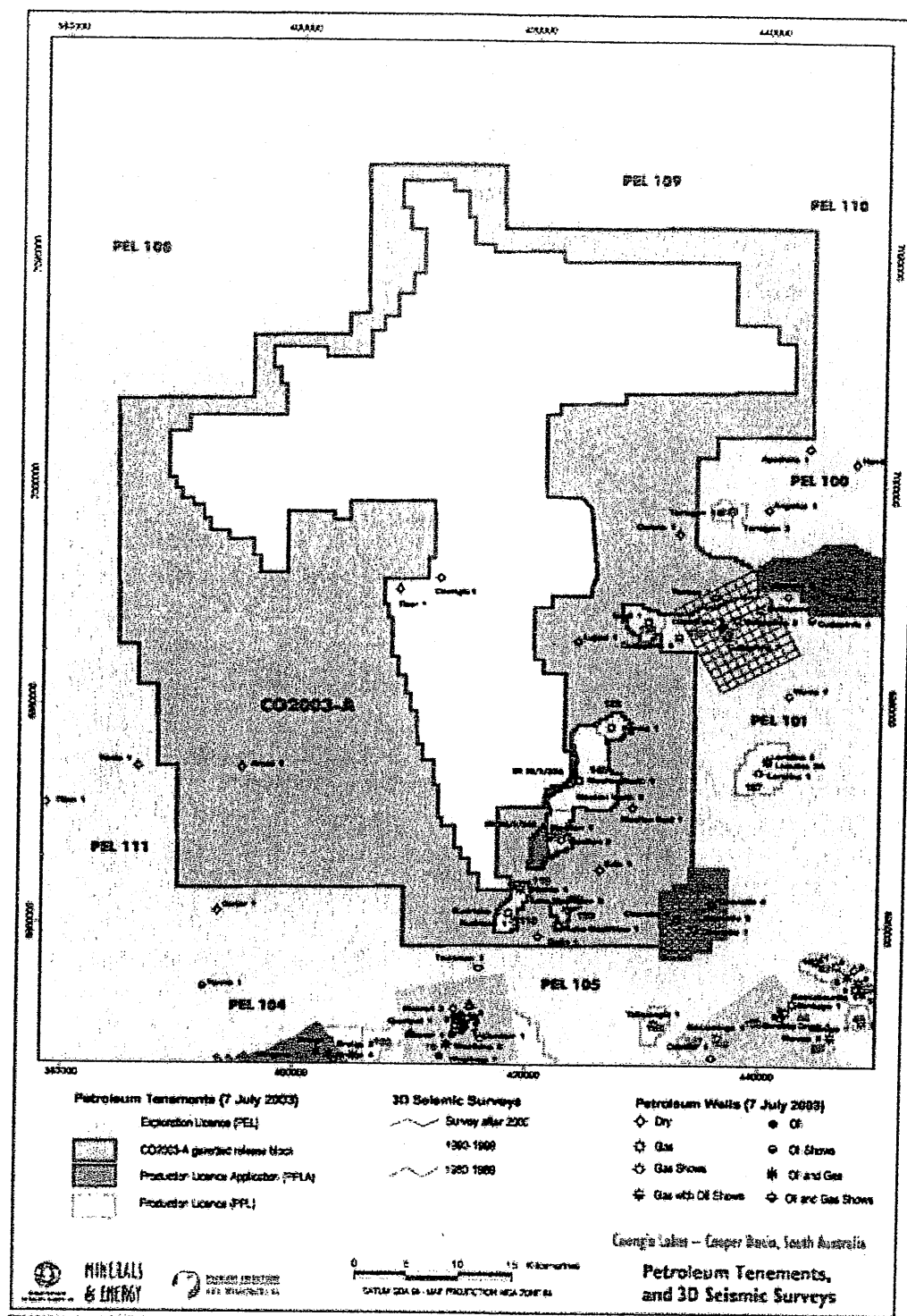
The proposed work program for each of the five years of the initial term of the licence, which includes specific reference to the 'Criteria for assessment of applications' listed above, and a technical report that assesses the prospectivity of the area and how the proposed work program relates to this prospectivity is attached.

The application fee of A\$2736 is attached.

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Signature of applicant(s). Where application is made by a consortium including a company(s), the application must be made under the company(s) seal.

Dated this 7 day of July 2004



SECTION 2

PETROLEUM ACT 2000

DETAILS OF TECHNICAL ASSESSMENT OF THE AREA APPLIED FOR

A report titled "the Hydrocarbon Potential of Application Area CO2003-A, onshore Cooper Basin" by Mr A Rechner forms Appendix A of this application.

This report highlights the 26 Cooper and Eromanga basin leads 5 of which will be drilled in the first year followed by 3 Eromanga wells in year 2 and a further 3 wells in year 3.

The proposed work program reflects a high level of exploration effort required to evaluate the petroleum potential of the area. It is stressed, however, that the proposed work program is the minimum work program and would be exceeded if encouraging results were obtained. The 11 year 1, 2 and 3 wells are firm.

SECTION 3

PETROLEUM ACT 2000

PARTICULARS OF THE MINIMUM WORK PROGRAM
PROPOSED FOR EACH OF THE FIVE YEARS
OF THE FIRST TERM OF THE PERMIT

YEAR 1 WORK PROGRAM

Note: All work in Year 1 is guaranteed (Petroleum Act 2000)

WELLS YEAR 1 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3	Well 4	Well 5
Eromanga	√	√	√	√	√
Cooper	√	√	√	√	√
Warburton					

Cost (A\$'000)	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

SEISMIC YEAR 1

	Km/km ²	Cost (A\$'000)
2D Seismic		
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 1

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$200	Review the Geology & Geophysics of the Permit
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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YEAR 2 WORK PROGRAM

Entire Year 2 Program: Guaranteed ☐

(You must tick a box) non-guaranteed ☐

WELLS YEAR 2 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga	√	√	√
Cooper			
Warburton			

Cost (A\$'000)	\$1,200	\$1,200	\$1,200

SEISMIC YEAR 2

	Km/km ²	Cost (A\$'000)
2D Seismic	70km	\$350
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 2

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$250	Geological & Geophysical assessment of Jurassic-Cretaceous Targets
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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YEAR 3 WORK PROGRAM

Entire Year 3 Program: Guaranteed ☐

(You must tick a box) non-guaranteed ☐

WELLS YEAR 3 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga	√	√	√
Cooper	√	√	√
Warburton			

Cost (A\$'000)	\$1,500	\$1,500	\$1,500

SEISMIC YEAR 3

	Km/km ²	Cost (A\$'000)
2D Seismic		
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 3

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$250	Geological & Geophysical assessment of Cooper Basin Drill Targets
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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YEAR 4 WORK PROGRAM

Entire Year 4 Program: Guaranteed ☐

(You must tick a box) non-guaranteed ☐

WELLS YEAR 4 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga			
Cooper			
Warburton			

Cost (A\$'000)

SEISMIC YEAR 4

	Km/km ²	Cost (A\$'000)
2D Seismic	200km	\$1000
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 4

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$300	Identify targets to drill in Year 5
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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YEAR 5 WORK PROGRAM

Entire Year 5 Program: Guaranteed ☐

(You must tick a box) non-guaranteed ☐

WELLS YEAR 5 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga	√	√	
Cooper		√	
Warburton			

Cost (A\$'000) :	\$1600	\$1800	

SEISMIC YEAR 5

	Km/km ²	Cost (A\$'000)
2D Seismic		
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 5

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$200	50% Relinquishment Report
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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SECTION 4

PETROLEUM ACT 2000

PARTICULARS OF THE TECHNICAL QUALIFICATIONS OF THE APPLICANT AND ITS EMPLOYEES

Eagle Bay Resources NL has been an active explorer for 18 years in Australia and is the 100% debt free owner of the Uley Graphite Mine in Port Lincoln, South Australia. This mine has had in excess of A\$20M spent on establishing mining and processing facilities and exporting product from the deep water port of Port Lincoln.

For nine years Eagle Bay Resources' wholly owned subsidiary Tarcoola Gold Ltd owned 50% of Combined Resources NL which held interests in petroleum tenements over three producing oil fields in the USA. The Neale field in Louisiana was drilled and produced at the rate of 135 barrels per day. Evaluation work was conducted on the Taylor sands project in Texas to increase "stripper" production. Joint venture development of the Saticoy project was undertaken.

In early 1999 Eagle Bay was the successful applicant for 100% of VIC P41 in the offshore Gippsland Basin. A A\$5.5m well Northright No 1 was drilled 100% by EBR and to this date all other 2 and 3D seismic programs bid have been completed and the permit is in good standing.

In early 2001 EBR was the successful applicant for 100% of VIC P47 in the offshore Gippsland Basin. All work programs have been completed and the permit is in good standing with a A\$4m well, Moby No 1, due to be drilled later this year.

During all of this period petroleum exploration and production was supervised by Mr Tony Rechner, a Director and employee of the Company whose resume is contained in section 5 of this Application.

SECTION 6

PETROLEUM ACT 2000

FINANCIAL RESOURCES AVAILABLE TO THE APPLICANT

A set of audited financial accounts for Eagle Bay Resources NL are attached.

SECTION 5

PETROLEUM ACT 2000

PARTICULARS OF THE TECHNICAL ADVICE AVAILABLE TO THE APPLICANT

Eagle Bay Resources NL has available to it the services of Anthony Rechner as Chairman and Executive Director on technical matters.

Anthony Rechner, BSc. M AusIMM

Mr Rechner holds a Bachelor of Science degree in Geology and Physics from the University of Adelaide, South Australia. He is a Member of the Australasian Institute of Mining and Metallurgy and a past committee member of PESA, with over thirty five years experience in Australia and overseas working in petroleum search and exploration.

After gaining extensive basin exploration experience in Western Australia he was appointed Seismic Operations Supervisor for West Australian Petroleum (WAPET) and was seconded to Chevron overseas as part of a three man expatriate team in Sudan, Northern Africa, which made a commercial discovery on the 3rd exploration well. Returning to Perth, Mr Rechner established one of WA's largest petroleum exploration consultancies before assuming various management positions in listed Australian Public Companies.

As Chairman and Managing Director of Eagle Bay Resources since foundation 18 years ago, Mr Rechner has with the assistance of one other geological employee and numerous consultants ran the initial exploration program for offshore Victorian Permits VIC P41 and VIC P47 both of which are in good standing. For the last few years BSOC has been the operator of these permits.

The work programs included 2 and 3D seismic surveys and the 100% funding and administration of the offshore well Northright No 1.

Mr Rechner's involvement as Chairman and Managing Director of Windsor Resources NL, Brunswick NL and Geographe Resources Ltd has resulted in these companies evolving from small explorers to major producers at Mount Percy, Galtee More and Chalice respectively. Specialist consultant in the disciplines of:

Petroleum Geology

Geophysics

Drilling Engineering

will be selected and retained by Mr Rechner to assist in the assessment and exploration of the permit.

SECTION 7

PETROLEUM ACT 2000

APPLICATION GROUP

Eagle Bay Resources NL

100% (Operator)

The single address for service of notices in respect of the application is:

Eagle Bay Resources NL
First Floor
14 Outram Street
WEST PERTH WA 6005

Attention: Anthony Rechner

**SCHEDULE 2 : PART 1 : THE NATIVE TITLE APPLICATION AND MAP
OF THE CLAIM AREA**

Yandawandha/Yawarrawarrka Native Title Claim

Federal Court No. SG 6024/98

National Native Title Tribunal No. SC 98/1



NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SG6024/98 NNTT number: SC98/1
Application name	Yandruwandha/Yawarrawarrka Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	08/01/1998
Current stage(s)	Notification Complete
Applicants	Mr Charlie Moore, Mr Fredrick Brown, Name Withheld for Cultural Reasons, Mr Leslie Harris, Mr Aaron Paterson, Ms Anita Paterson, Ms Fay Nicholls, Ms Theresa Bottrell
Address for service	Michael Steele Hunt & Hunt 12th Floor 26 Flinders Street ADELAIDE SA 5000 Phone: (08) 8414 3333 Fax: (08) 8211 7362
Persons claiming to hold native title	The Yandruwandha/Yawarrawarrka Native Title claim group comprises those people who hold in common the body of traditional law and culture governing the area that is the subject of the claim being: 1 People who are related by means of the principle of descent to the following Yandruwandha/Yawarrawarrka apical ancestors: 1.1 Annie (born at Cordillo Downs) who is the mother of Archie Guttie; 1.2 Maggie, who is the mother of Annie King. 1.3 Tiniwa Clara, mother of Frank Booth and Alice Miller (nee Booth); 1.4 The parents of Punbili Bob Parker (Senior); 1.5 Flash Ted Bikehandle and his wife Topsy; 1.6 Kimi (born at Innamincka) and his wife; 1.7 Maramundu Jack "The Ripper" Parker; 1.8 The woman (born at Cordillo Downs) who is the mother of the sibling set - Mary Stafford (nee Moore), Jack Moore, Charlie Moore (Senior), and female twins whose names are unknown; 1.9 The parents of Albert Moore; 1.10 Brothers Walter Harris(on) and Dick Harrison; 1.11 The parents of Lilly (whose married name is Parker) and her sister Kathlene (whose married name is George); 1.12 Annie and her husband, who are the parents of Coongie Maggie (born at Coongie Lakes in South Australia); 1.13 The parents of the sibling set - Billy Parker, Jessy Parker, Peter "Petekin" Parker, and Paddy Parker; 1.14 Flash Tommy and his wife Sarah, who are the parents of the sibling set - Colin Flash, George Flash (also known as George Murray), Ted "Chippie" Flash and Albert "Bully" Flash. Sarah is also the mother of John Murray (also known as "Chunder" Williams) and Roger Murray; 1.15 The parents of sibling set - Mertty George and Mertty Johnny and Mertty Mick; and 1.16 Larrikin Mick, 2 The Yandruwandha/Yawarrawarrka principles of incorporation into the group according to traditional law and custom also include:

	2.1 Being of Aboriginal descent; 2.2 Having a connection with the claim area in accordance with the traditional laws and customs of the Yandruwandha/Yawarrawarrka native title claim group following the principle of biological descent from their ancestors. 3 Yandruwandha/Yawarrawarrka principles of incorporation into the group also require: 3.1 Being specifically of Yandruwandha or Yawarrawarrka biological descent or specifically of both Yandruwandha and Yawarrawarrka biological descent., 4 Where, despite the application of the principles set out in paragraphs 2 and 3 above, there remains any uncertainty as to whether a person can be identified as a Yandruwandha or Yawarrawarrka person: 4.1 The applicants Jack Guttie (deceased) and Aaron Paterson have the authority to determine whether or not a person of Aboriginal descent has a connection to the Yandruwandha lands and waters in accordance with the Yandruwandha traditional laws and customs (see paragraph 2.1 and 2.2 above); 4.2 Hector Harrison and his brothers Willie Harrison and Alfie Harrison have the authority to determine whether or not a person of Aboriginal descent has a connection to the Yawarrawarrka lands and waters in accordance with the Yawarrawarrka traditional laws and customs (see paragraphs 2.1 and 2.2 above); 4.3 The Yandruwandha/Yawarrawarrka native title claim group acknowledges the authority of Jack Guttie (deceased), Aaron Paterson, Hector Harrison, Willie Harrison and Alfie Harrison for the purposes set out in paragraphs 4.1 and 4.2 herein and assert that the principle of authority, based on traditional laws and customs, incorporates the potential transfer of the authority to appropriate persons in future generations., 5 The Yandruwandha/Yawarrawarrka native title claim group specifically excludes from membership any person who is a member of an overlapping claim, listed in Schedule H herein, whilst that claim continues to overlap the Yandruwandha/Yawarrawarrka native title claim.
Native title rights and interests claimed	The native title rights and interests claimed are subject to the effect of the rights validly granted by the Crown to others pursuant to statute to possess, occupy, use and enjoy all or part of the Yandruwandha/Yawarrawarrka land and waters. In this Application no claim is being made on any native title rights and interests consisting of or including ownership of minerals, petroleum or gas wholly owned by the Crown. 1 The right to have access to, and reside on Yandruwandha/Yawarrawarrka land and waters. 2 The right to enjoy the resources of the Yandruwandha/Yawarrawarrka land and waters. 3 The right to control the access and conduct of others with respect to Yandruwandha/Yawarrawarrka land and waters. 4 The right to control the use and enjoyment of others of the resources arising from Yandruwandha/Yawarrawarrka land and waters. 5 The right to maintain and protect Yandruwandha/Yawarrawarrka land and waters, in particular, sites and areas of importance. 6 The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge of the Yandruwandha/Yawarrawarrka native title claim group. 7 The right to transmit knowledge and information concerning Yandruwandha/Yawarrawarrka land and waters and related customs and social practices to younger generations of Yandruwandha/Yawarrawarrka peoples who inherit this right 8 The right to conduct and maintain mortuary practices according to Yandruwandha/Yawarrawarrka traditional laws and customs. 9 The right to conduct and maintain ceremonial practices according to Yandruwandha/Yawarrawarrka traditional laws and customs. 10 The right to trade in the resources of Yandruwandha/Yawarrawarrka land and waters (which include, but are not limited to birds, animals, plants, fish, marine animals, shellfish, timber, ochre, stone, minerals and subsurface minerals). 11 The right to inherit and bestow native title rights and interests.
Area	Jurisdiction: South Australia Location: North East corner of South Australia extending South to Lake Blanche Local government region(s): Outback Areas Community Development Trust, Unincorporated Areas - SA ATSIC region(s): Nulla Wimila Kutju Regional Council Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc Approximate size: 40,304 sq km (Note: There may be areas within the external boundary of the application that are not claimed.)

Land/ water and/ or sea: Land/Water

Area covered by the claim (as detailed in the application):

A) a map showing the external boundaries of the area covered by the claim, marked as Attachment C

B) a technical description of the external boundary, marked as Attachment C1

1. The Yandruwandha/Yawarrawarrka native title claim area is in relation to all land and inland waters identified by the mid point of the blue line on the map (attachment C) showing the geographical boundaries of the claim area subject to:

1.1 The co-ordinates of the external boundaries of the Yandruwandha/Yawarrawarrka claim area are shown in attachment C;

1.2 The waters claimed include the bed and banks of all waterways including rivers, tributaries and creeks as far as they have not been alienated;

1.3 To the extent of any inconsistencies between attachment C and the co-ordinates with the following description, attachment C and the co-ordinates shall prevail;

1.4 The Yandruwandha/Yawarrawarrka claim area boundary extends in a northerly direction from the northern most point of Lake Blanche in a straight line to the centre of the township of Moomba. The boundary then extends north in a straight line to the edge of the Innamincka Regional Reserve at a point 5 kms southeast of the Gidgealpa Homestead. The boundary then extends along the Innamincka Regional Reserve boundary initially in a north-westerly direction and then due west to the western side of the Reserve. The boundary then extends in a northerly direction along the western side of the Reserve to its northwest corner. The boundary then continues due west for 50 kms. The boundary then extends in a northeasterly direction for 45.5 kms to Geakes Hill, then extends northeasterly for 30.5 kms to Koornoo Hill, then extends in a northeasterly direction to a point on the Queensland/South Australia border 1 kms due west of Lake Teetarobie. The boundary then follows the Queensland/South Australia border east to the point where it meets the Queensland/South Australia border at Haddon Corner. The claim boundary then extends south along the line of the South Australia/Queensland border to the border of South Australia/Queensland and New South Wales at Cameron Corner. The boundary then extends in a westerly/southwesterly direction in a straight line to Lake Blanche and then along the southerly edge of Lake Blanche until it reaches a point where Lake Blanche narrows at its western side at a point approximately 2.5 kms east of Mound Spring and then in a generally north, northeast direction along the edge of Lake Blanche to its most northerly point.

The coordinates of the external boundary of the area covered by the application are set out in Attachment C1. To the extent of any consistency between the map and the coordinates, and the above description the coordinates shall prevail.

The areas within the external boundaries that are excluded from the claim area are as follows:

The applicants exclude from the area covered by the application any area over which native title has been extinguished save and except for those areas of land or waters over which prior extinguishment may be disregarded in accordance with the provisions of either section 47, section 47A or section 47B of the Native Title Act 1993.

Category A past Acts as defined in section 229 of the NTA, including any previous non exclusion possession acts which are also a category A past Act; and

Grants or vestings which are previous exclusion possession acts or valid Category A intermediate period acts (as defined in section 23B and section 23A of the NTA) attributable to the Commonwealth and such grants or vestings which are attributable to the State where the State has made provision as mentioned in section 23E and section 22F of NTA in relation to these Acts:

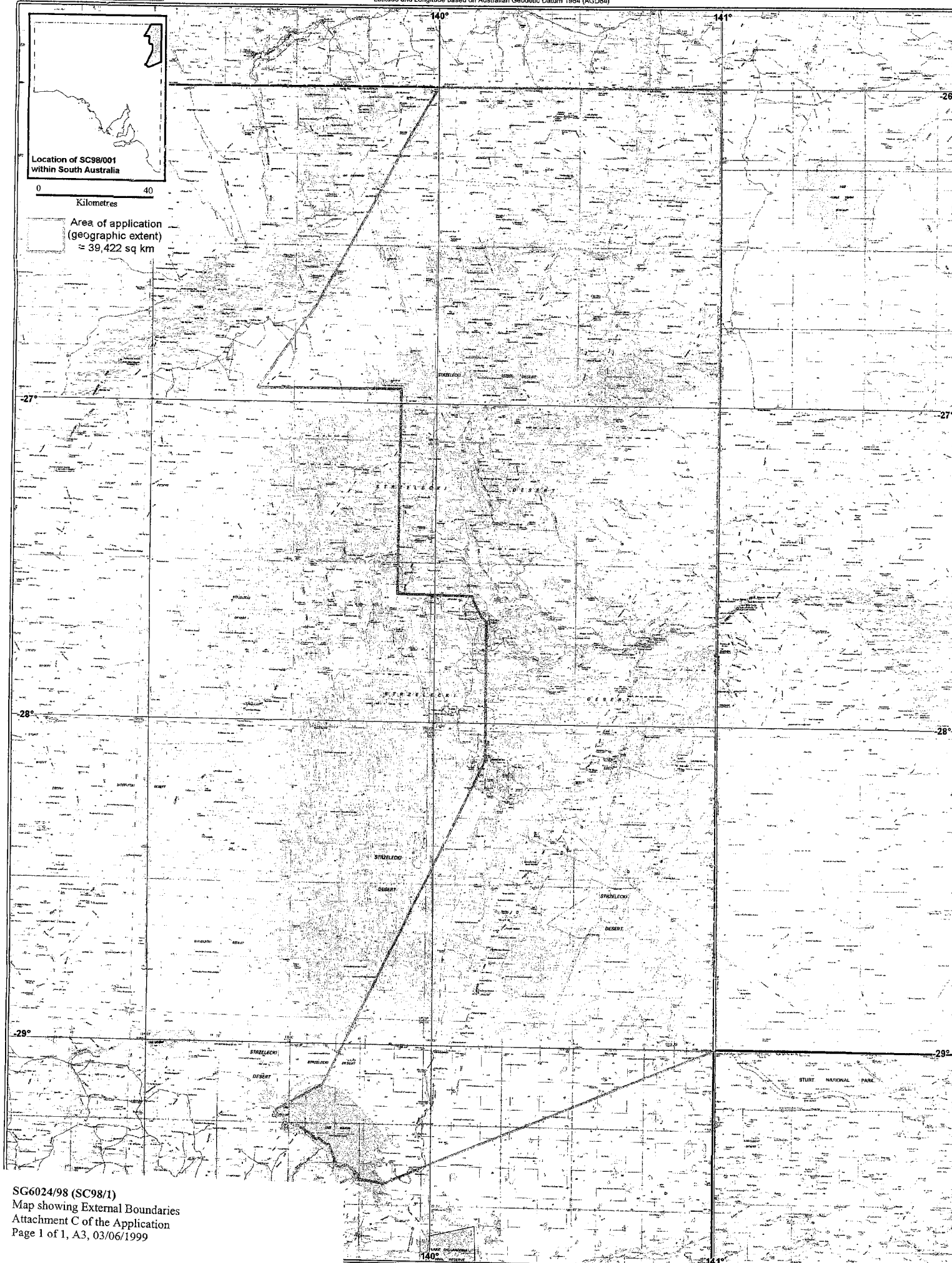
- (1) The valid creation or establishment of:
 - (i) a permanent public work;
 - (ii) a dedicated road; and
 - (iii) an act of adverse dominion where such an act was:
 - . authorised by valid legislation; or
 - . authorised or required by the condition of a valid Crown Grant vesting or other interests;

	(iv) a valid unqualified grant of an estate in fee simple. (2) The valid grant of: (i) a scheduled interest (see section 249C of the NTA), including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and the conditions of the lease; (ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see section 249); (iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see section 246); (iv) a lease for the provision of a community services or amenities within a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see section 249A). It is not intended that exclusive rights and interests are claimed in relation to areas subject to valid previous non exclusive possession acts, as defined by s. 23F of the Native Title Act 1993 .
Registration information	<i>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.</i> Date claim entered on Register of Native Title Claims: 08/01/1998 Registration test status: Accepted for registration Registration history: Registered from 08/01/1998.
Attachments	1. Map showing External Boundaries, Attachment C of the Application, 1 page - A3, Attached 03/06/1999. 2. Technical description of external boundary, Attachment C1 of the Application, 1 page - A4, Attached 03/06/1999.
NNTT contact details	Case manager: Monica Khouri Address: National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000 GPO Box 9973 ADELAIDE SA 5001 Phone: (08) 8306 1230 Freecall 1800 640 501 Fax: (08) 8224 0939 Web page: www.nntt.gov.au

map or ... T
be sold, given away, traded, let,
hired or otherwise dealt with.
This is a condition of the
Data Licensing Agreement
for the AUSLIG data.

SC98/001 (SG6024/98) Yandruwandha (Amended)

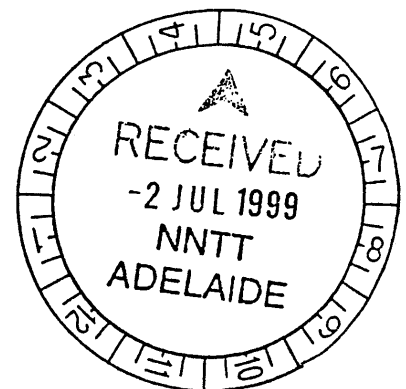
Applicat... undary data sourced from Resource Information DEHAA, and ... ified by NNTT
Topographic image maps (1:250,000) sourced from AUSLIG
Map created by Geospatial Information Unit, National Native Title Tribunal
Latitude and Longitude based on Australian Geodetic Datum 1984 (AGD84)



SC98/1 YANDRUWANDHA/YAWARRAWARRKA
COORDINATES OF EXTERNAL BOUNDARY
(Coordinates: Decimal Degrees. Datum: AGD84)

5024/98 (SC98/1)
Technical description of external boundary
Attachment C1 of the Application
Page 1 of 1, A4, 03/06/1999

Longitude East	Latitude South
139.737303	-29.418630
139.772781	-29.420940
139.804519	-29.424681
139.830734	-29.429037
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139.999995	-27.598386
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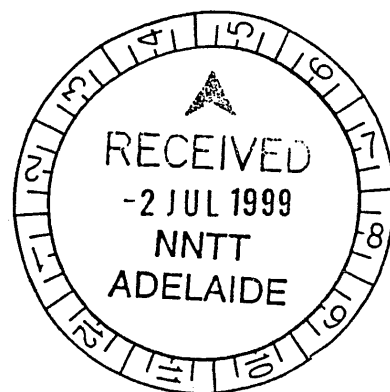
**SC98/1 YANDRUWANDHA/YAWARRAWARRKA
COORDINATES OF EXTERNAL BOUNDARY
(Coordinates: Decimal Degrees. Datum: AGD84)**

Longitude East	Latitude South
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139.457800	-29.226631
139.458014	-29.226343
139.458446	-29.226392
139.459791	-29.226546
139.460572	-29.226634
139.461764	-29.228143
139.462025	-29.228474
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139.486223	-29.246581
139.485665	-29.248840
139.484533	-29.250921
139.482529	-29.253187
139.481562	-29.254280
139.481315	-29.254831
139.479871	-29.258058
139.479614	-29.258635
139.479548	-29.259045
139.479081	-29.261940
139.478898	-29.262256



**SC98/1 YANDRUWANDHA/YAWARRAWARRKA
COORDINATES OF EXTERNAL BOUNDARY
(Coordinates: Decimal Degrees. Datum: AGD84)**

Longitude East	Latitude South
139.475955	-29.267337
139.474883	-29.269545
139.475789	-29.269201
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139.486891	-29.265485
139.488987	-29.264596
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139.489942	-29.264669
139.491710	-29.266776
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139.497825	-29.265961
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139.496562	-29.260739
139.497458	-29.257266
139.497593	-29.256883
139.498082	-29.255491
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139.499761	-29.252759
139.500135	-29.252198
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139.501940	-29.252080
139.505440	-29.251851
139.510511	-29.252639
139.514213	-29.254268
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139.631214	-29.314662
139.641583	-29.314669
139.642406	-29.316111



**SC98/1 YANDRUWANDHA/YAWARRAWARRKA
COORDINATES OF EXTERNAL BOUNDARY
(Coordinates: Decimal Degrees. Datum: AGD84)**

Longitude East	Latitude South
139.646079	-29.322539
139.646333	-29.322983
139.646340	-29.323136
139.646437	-29.325222
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139.659724	-29.364404
139.663218	-29.366605
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139.689124	-29.380552
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139.719938	-29.387430
139.722105	-29.386367
139.723755	-29.383802
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139.732467	-29.403342
139.734287	-29.402272
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139.746562	-29.404405
139.743483	-29.413409
139.737056	-29.417211
139.737303	-29.418630



SCHEDULE 2 : PART 2 : ASSOCIATION

Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation)
(Under Administration)
C/- Mr Lindsay Roberts
487 Nerang-Murwillumbah Road
Advancetown Queensland 4211

CERTIFICATE OF
INCORPORATION OF AN
 ABORIGINAL
 ASSOCIATION

I, **JOE MASTROLEMBO**, Acting as
the Registrar of Aboriginal Corporations, pursuant to
paragraph 45 (1) (a) of the Act, hereby certify that

**YANDRUWANDHA YAWARRAWARRKA
TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)**

has this day been incorporated under the Act

Dated this **Second** day of **August**, 2001 .



J. Mastrolemba
Acting Registrar

SCANNED

SCHEDULE 3 : PAYMENTS TO THE ASSOCIATION

PURSUANT TO CLAUSE 7 IN RESPECT OF PETROLEUM OPERATIONS UNDER A PETROLEUM PRODUCTION LICENCE

Production Payments

1. Tax Invoice for GST component

Contemporaneously with provision to the Minister of the return required by section 43(4) of the Petroleum Act the Grantee Party shall provide to the Association a draft form of tax invoice containing sufficient particulars to enable the Association to deliver an accurate tax invoice to the Grantee Party for the purposes of this provision.

2. Payment by Grantee Party to State

The Grantee Party shall, upon receipt of an invoice, which if the Association is making a taxable supply, must also be a tax invoice or must be accompanied by a tax invoice from the Association, pay to the State and the State shall deposit into a trust account maintained by the State for the benefit of the Association in respect of the production of all Petroleum from the Claimed Land and pursuant to a Licence, as a component of the consideration, 1% of the value at the wellhead of Petroleum produced and sold.

3. Calculations to follow Petroleum Act

Value at the wellhead of Petroleum produced and sold is to be calculated in the same way that 'value at the wellhead of Petroleum' is calculated pursuant to section 43(8) of the Petroleum Act (as at the date hereof) where the sale price is bona fide and to an arms length purchaser PROVIDED that the 'Guidelines for Payment of Royalty and Provision of Information' issued by the Department of Primary Industries and Resources of South Australia from time to time (a copy of the current version of which is annexed to this Schedule 3) shall be applied *mutatis mutandis* as if the reference to the royalty rate of 10% therein were a reference to 1%.

In calculating the value of Petroleum at the wellhead the Production Payment shall not be treated as a deduction or outgoing to any extent.

4. Goods and Services Tax

4.1 Acknowledgment

The parties acknowledge that the payments referred to in clause 7 of the Deed and in this Schedule 3 have been calculated on a GST exclusive basis.

4.2 GST Gross-Up

Where any payment to be made the Grantee Party under clause 7 and in this Schedule 3 of this Deed (**'Payment'**) constitutes consideration for a taxable supply by the Association:

- (a) the amount of the Payment shall be increased by, and the Grantee Party shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate;
- (b) the Grantee Party must pay that additional amount at the same time and in the same manner as the Payment to which it relates; and
- (c) unless the Grantee Party issues a recipient created tax invoice in relation to a Payment the Grantee Party need not pay the additional amount unless and until the Association has given the Grantee Party a tax invoice sufficient to enable the Grantee Party to claim any input tax credit to which it may be entitled in respect of the taxable supply.

4.3 Interpretation

- (a) In this clause, the expression 'Prevailing GST rate', in relation to a particular taxable supply, means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and
- (b) A word or expression used in this clause which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) has the same meaning in this clause.

**Guidelines for Payment of Royalty and Provision of Information issued by the
Department of Primary Industries and Resources of South Australia.**

PETROLEUM ACT 2000

PRODUCTION LICENCE

**GUIDELINES FOR PAYMENT OF ROYALTY
AND PROVISION OF INFORMATION**

(1) Payment of Royalty

The Licensee shall pay royalty in respect of all regulated substance (substance) recovered from Production Licence other than a substance described in Section 43(3)(a) of the *Petroleum Act 2000* ("The Act").

(2) Calculation of Royalty

The Licensee shall pay royalty at a rate of ten (10) percentum of the value at the wellhead of the substance which shall be an amount calculated by taking the amount that could reasonably be realised on sale of the substance to a genuine purchaser at arms length from the Producer (excluding any Goods and Services Tax (GST) component) ('arms length sales value') (as defined in clause (3)(a)(i)) and subtracting therefrom all reasonable expenses reasonably incurred by the Producer (all excluding any GST component) in treating, processing or refining the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, which expenses shall be the following sums:

- (a) a sum calculated by writing off on a straight line basis together with interest on the written down value at the rate provided in clause (3)(c), over a period of ten (10) years commencing from the month the expense was incurred (or such lesser period as may be determined as being the life of the field) the actual capital expenses incurred by the Producer in respect of all plant used for the purposes of treating, processing or refining of the substance prior to delivery (but not upstream of the wellhead) or in transporting the substance to the point of delivery to the purchaser provided however that if any item of such plant is sold prior to being fully depreciated, the amount obtained upon such sale shall be deducted from the written down value of such item for the purposes of calculating the deduction, but not so as to reduce the written down value below zero;
- (b) a sum being expenses actually incurred by the Producer in respect of persons not employed on site by the Producer but whose employment functions directly relate to relevant treating, processing or refining of the substance prior to delivery (but not upstream of the wellhead) or in transporting the substance to the point of delivery to the purchaser;

(c) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer or some one or more of them in respect of operating costs related to treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, including but not limited to the amount of any licence fees payable in respect of any production licence, associated facilities licence or pipeline licence, provided however that:

- (i) the amount of such deduction will be reduced by the amount obtained upon the sale of any item of plant which has not been depreciated or which has been fully depreciated, but not so as to reduce the deduction below zero,
- (ii) if any such expenses are incurred pursuant to any agreement which is not *bona fide* or arms length, such expenses (or part thereof) shall not be deducted, and
- (iii) any expenses allowed as a deduction under clause 2(c) shall not include any expenditure provided for in clause (2)(a) or (2)(b) or (2)(d),

(d) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer pursuant to a *bona fide* arms length agreement to lease any plant used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser provided however that any such expenses in any one calendar year which is in excess of:-

- (A) in the calendar year 200.. – the sum of \$.....; or
- (B) in all subsequent calendar years, the sum of \$..... increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) for the City of Adelaide (“CPI”) from the CPI in the calendar year 200.. to the CPI in the relevant year

shall not be deductible,

(e) a sum being the actual expenses (other than expenses upstream of the wellhead) incurred by the Producer in rehabilitating the ground surface and site of plant and the actual expenses incurred in dismantling, removing or abandoning of such plant less any salvage obtained thereon where such plant is used for the purposes of treating processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser and the actual expenses incurred in rehabilitating the ground surface and site of a well of the type described in clause (3)(b) and the actual expenses incurred in abandoning such well but not including any costs incurred as a result of the loss of control of any well.

(3) Further provisions regarding calculation of Royalty

(a) For the purposes of clause (2):-

- (i) in each month the arms length sales value of the substance means the value of the actual sales in respect of the substance described in clause (1) in that month provided however that if any substance is not supplied to a *bona fide* arms length purchaser, not sold for full market value, or returned to a natural reservoir for later production, destroyed, dissipated or used by the Producer not in accordance with Section 43(3) of the Act, the gross sales value of such substance shall be the amount which would have been received in respect of such substance from a *bona fide* arms length purchaser for full market value;
- (ii) the term “plant” includes but is not limited to:
 - (A) any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or refining of the substance prior to the delivery or in transporting the substance to the point of delivery to the purchaser; or
 - (B) any pipeline;and
- (iii) “wellhead” means the casing head and includes any casing hanger or spool, or tubing hanger, and any flow control equipment up to and including the wing valves.

(b) Non Producing Wells

The capital expenditure referred to in clause (2)(a) may include the actual capital expenditure incurred by the Producer in respect of wells used solely for the purpose of assisting or enhancing the recovery of the substance from other wells or for the purposes of storing the substance or for the recovery or disposal of water used in connection with treating processing or refining of the substance prior to delivery or for any similar purpose other than the production of the substance and may also include the actual capital expenditure incurred by the Producer in converting a well used for the production of the substance to a well used for such other purposes.

(c) Interest Rate

For the purpose of clause (2)(a) the interest rate shall be one half of the long term Australian Government Bond Rate for bonds of a 10 year term as published at the end of the month in which the capital expenditure was made. If no such rate is in existence or published at the end of such period then the interest rate for the purposes of clause (2)(a) shall be one half of the average of the long term Australian Government Bond Rate for bonds of a 10 year term prevailing during the period of 5 years preceding the date on which such rate ceased to exist or be published.

(d) Apportionment of Expenses

Where an item of plant is used partly for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, and partly for some other purpose, the amount of the deduction (whether for capital or operating expenditure) which shall be allowed shall not include the proportion of the actual capital or operating expenditure applicable to that other purpose.

(e) Sale of Plant

Notwithstanding the provisions of clause (2), if an item of plant is sold by a Producer ("the first Producer") to another Producer, or to a company that becomes a successor or assign of the first Producer ("the second Producer"), the second Producer may only depreciate the plant to the extent to which the first Producer was, immediately before the time of sale, entitled to depreciate the plant.

(f) Take or Pay

For the purposes of this clause and of calculating the gross sales value of the substance, where the Producer enters into an agreement commonly known as a take or pay agreement, any payment received by the Producer in respect of petroleum which has been paid for but not been taken shall be treated as part of the gross sales value of the substance at the time of receipt of payment by such Producer and not at any other time.

(g) Tolling

- (i) If the Producer receives any revenue from the use of any plant downstream of the wellhead used for treating processing or refining the substance sourced from anywhere within the area from time to time comprised in Exploration Licence ... or any Production Licence issued from an area which was comprised in Exploration Licence ... immediately prior to the time such Production Licence was issued, or in transporting such substance to the point of delivery to the purchaser such revenue shall be deemed to be part of the *bona fide* sales value of the substance to the intent that royalty shall be payable thereon.
- (ii) Any sums, being sums deemed under clause (3)(g)(i) to be part of the *bona fide* value of the substances, paid by the Producer in respect of the use of such plant for treating processing or refining such substance or in transporting such substance to the point of delivery to the purchaser shall be deemed to be an expense under clause (2)(c).
- (iii) If any such plant is used for treating processing or refining of the substance sourced from outside of the areas referred to in clause (3)(g)(i) or in transporting such substance to the point of delivery to the purchaser any amounts which may be claimed as deductions under this clause (whether such deductions be by way of operating expenditure or capital expenditure) in respect of such plant shall be reduced by the

proportion which would be obtained by the method of apportioning costs used by the Producer to ascertain the tolling fee, but any revenue received by the Producer for the use of such plant for the treating, processing or refining of such substance prior to delivery or in transporting the substance to the point of delivery to the purchaser shall not be deemed to part of the gross sales value of the substance.

(4) Royalty Returns

- (a) Not later than thirty (30) days after the conclusion of each calendar month the Licensee will calculate and notify to the Minister the royalty, calculated by taking the *bona fide* sales value of the substance sold in that month, and deducting therefrom the most recent estimated monthly expenditure provided under clause (4)(c), payable by each Licensee. The Licensee shall with each such notification provide the Minister with a statement, in a form approved by the Minister, advising of the quantity of the substance sold and the amount realised upon such sale during the last preceding month, together with such other information as the Minister may require.
- (b) The Licensees shall not later than thirty (30) days after the conclusion of each calendar month pay to the Minister the amount of royalty specified in the notice referred to in clause (4)(a) as payable.
- (c) On or before each 15th March (in respect of the next succeeding twelve (12) month period commencing 1st July), the Licensee shall *bona fide* estimate the sales volume of the substance, the sales value of the substance, the allowable deductions apportioned between capital and operational deductions and hence calculate the estimated royalty payable for the next succeeding twelve (12) month period and shall provide the Minister with such estimates, together with the apportionment thereof on a monthly basis. A review of such forecast will be required if significant change to the forecast is evident. The Licensee will be required to provide a bona fide forecast as necessary for up to a period of 5 financial years including detail as referred to above but excluding a monthly apportionment for all but the proceeding twelve (12) month period.
- (d) Not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 30 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.
- (e) The Licensee shall not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June pay to the Minister the

additional royalty calculated in accordance with the reconciliation referred to in clause 4(d) as payable by the Licensee.

- (f) The Licensee shall at its cost cause the royalty calculation reconciliations submitted by the Licensee to be audited by the auditor appointed by the Licensee to audit its own accounts (provided that such auditor must be a duly registered auditor in Australia) and the Licensee shall forward a copy of the auditor's report in respect of a particular reconciliation within 3 months of the receipt of such reconciliation by the Minister, such report to be accompanied by a certificate by the auditor that the reconciliation is in accordance with these guidelines.
- (g) The Minister shall in accordance with Section 43(8) of the Act assess the value at the wellhead of the substance produced by the Licensees and may require the Licensee to pay within 30 days of the date of notice of such assessment the additional royalty determined by the Minister as payable.

SCHEDULE 4 : ABORIGINAL HERITAGE PROTECTION

SCHEDULE 4
ABORIGINAL HERITAGE PROTECTION

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SCHEDULE 4

ABORIGINAL HERITAGE PROTECTION

1. INTERPRETATION AND OTHER MATTERS

- 1.1 The definitions and rules of interpretation contained in clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.
- 1.2 Unless the contrary intention appears in this Schedule a reference to the Grantee Party includes the employees, servants, agents, contractors and sub-contractors of the Grantee Party engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Grantee Party shall, where the Grantee Party has engaged an agent, contractor or sub-contractor to undertake any activity which the Grantee Party is required or authorised to undertake under this Schedule, be construed as an obligation or duty upon the Grantee Party to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.
- 1.3 The items in this Schedule shall prevail over any inconsistent provisions in any Annexure to this Schedule.

2. DEFINITIONS

In this Schedule unless the context otherwise requires the following words and expressions shall have the following meanings:

'Aboriginal Record'	has the same meaning as prescribed in the <i>Aboriginal Heritage Act 1988</i> (South Australia);
'Areas of Significance'	means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Party of those areas and includes any 'Aboriginal site' as defined by the <i>Aboriginal Heritage Act 1988</i> (South Australia) and any 'significant Aboriginal areas' as defined in the <i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984</i> (Commonwealth)
'Budget'	means a financial plan agreed for the conduct of an inspection and Clearance in accordance with item 12;
'Clearance'	means the agreed procedure for the inspection and clearance of land as described in items 9, 10 and 11 and Annexure A, for the purpose set out in item 9.2 and 'clear' , 'cleared' and 'clearing' have corresponding meaning;

‘Deed’	means the Deed to which this Schedule is attached;
‘Environment’	means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects; and environmental has a corresponding meaning;
‘Essential Term’	has the same meaning as in the Deed;
‘Operational Area’	means any part of the Licence Area upon which from time to time under the terms of this Schedule the Grantee Party proposes to carry out Petroleum Operations;
‘Petroleum Operations’	means operations carried out pursuant to, or for the purpose of giving effect to, a Licence and includes accessing Operational Areas, seismic surveying, drilling, geological, geophysical and other exploration activities, and the development, production, gathering, separating, pressure maintenance, dehydrating, heating, treating, processing, handling, transportation, fractionation, storage and distribution and marketing of Petroleum produced or to be produced from the Licence Area, including the design, capacity, installation, operation, maintenance, repair and replacement of all facilities required;
‘Project’	means all operations proposed or which may be undertaken by the Grantee Party or its contractors relating or incidental to the activities conducted or authorised under a Licence;
‘Report’	means a written report about a Clearance provided by the Native Title Party to the Grantee Party as described in item 11;
‘Work Area Clearance Group’	means the persons referred to in item 10;
‘Seismic Line Access Corridor’	means a corridor of up to 500 metres on each side of a proposed or existing seismic line or access road, or as otherwise agreed between the parties and which has been inspected and cleared in accordance with items 9, 10, and 11 and Annexure A;

‘Specialist’	means an anthropologist or archaeologist or both, as appropriate;
‘Transfer’	means to sell, assign, transfer, convey or otherwise dispose of and ‘transfer’ , ‘transferred’ and ‘transferring’ have corresponding meanings;
‘Work Programme’	means a detailed description of proposed work on an Operational Area by the Grantee Party;
‘Work Site’	means any camp site or other living area, air strip, water bore site, drill site or other location for Petroleum Operations activity in the Licence Area which the Grantee Party proposes pursuant to the terms of this Schedule to locate in an Operational Area and includes any other area in the Licence Area in which the Grantee Party proposes to carry out Petroleum Operations.

3. UNDERTAKINGS BY THE GRANTEE PARTY

The Grantee Party undertakes:

- (a) to grant to the Native Title Party the rights and privileges as set out in this Schedule; and
- (b) subject to compliance on the part of the Native Title Party and the Association with their respective obligations hereunder, the Grantee Party will comply with the terms and conditions on the Grantee Party’s part herein contained and shall make payments in accordance with this Schedule to the Association of the amounts to which the Association is entitled from time to time as provided in this Schedule 4.

4. RECONNAISSANCE SURVEYS OF LICENCE AREA BY THE GRANTEE PARTY

- 4.1 The parties acknowledge that prior to the date of execution of the Deed the Grantee Party has awaited grant of a Licence and except as otherwise disclosed in writing by the Grantee Party, has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for Petroleum Operations on the Licence Area (**‘Reconnaissance Surveys’**).
- 4.2 Notwithstanding the provisions of this Schedule relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order efficiently to carry out the purposes of this Schedule, it may be necessary for the Grantee Party to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in

items 9, 10 and 11 and Annexure A hereof do not apply to Reconnaissance Surveys where:

- (a) the Grantee Party is conducting the Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under item 8 hereof; or
- (b) the Association has consented to activities following a preliminary consultation convened with a representative of the Native Title Party for the purpose of the Grantee Party explaining to the Native Title Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably or capriciously withheld).

5. LAND ACCESS AND OCCUPATION

- 5.1 The Native Title Party and the Association acknowledge the grant to the Grantee Party of a Licence in respect of the Licence Area authorises the Grantee Party, its contactors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.
- 5.2 The Association may object in writing upon reasonable grounds to a person having access to the Licence Area and Grantee Party shall ensure that, as far as is possible within its power, such person or persons shall not enter upon the Licence Area.

6. IDENTIFICATION

- 6.1 The Grantee Party shall notify the Association of the name of the representative of the Grantee Party responsible for Petroleum Operations from time to time on the Licence Area, such notice be given fourteen (14) days in advance in writing where practicable.
- 6.2 The Grantee Party shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with items 9, 10 and 11 and Annexure A of this Schedule and to comply with all conditions consistent with this Schedule.

7. PETROLEUM OPERATIONS

The Grantee Party shall at all times upon the Licence Area:

- (a) comply with the provisions of the Petroleum Act and any Licence granted to the Grantee Party thereunder;
- (b) comply with the environment protection procedures required by all Applicable Laws relevant to its Petroleum Operations;

- (c) conduct itself in accordance with good and accepted petroleum industry practice standards;
- (d) ensure that as far as is reasonably practical its Petroleum Operations cause minimum disturbance to the Licence Area; and
- (e) use good and accepted petroleum industry practice to avoid oil spills or blowouts.

8. NOTIFICATION OF OPERATIONS

8.1 Subject to the provisions of items 9, 10 and 11 and Annexure A hereof, the Grantee Party shall provide the Association at least sixty-eight (68) days in advance of Petroleum Operations being conducted in an Operational Area by written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of the Grantee Party's proposed work programme, namely:

- (a) the proposed location of seismic lines and access roads;
- (b) the proposed approximate location of Work Sites;
- (c) the proposed method of seismic operations (specifically whether two or three dimensional seismic operations over specific areas) and other consequential operations, including exploration drilling and testing and the proposed construction or use of access roads in such operations;
- (d) the major items of equipment proposed to be used;
- (e) the location of any proposed earthworks for the disposal of any waste material arising out of Petroleum Operations;
- (f) the location of any proposed earthworks for minimising environmental disturbance or pollution, including oil spills and blowouts;
- (g) the proposed site and nature of any buildings or structures (including pipelines and associated facilities); and
- (h) any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.

8.2 Prior to the expiration of fourteen (14) days (or such other period as the parties agree) after the Grantee Party has requested a Clearance and provided the particulars of its proposed work programme in accordance with the preceding paragraph of this item 8, the Grantee Party and the Association by their

respective representatives and advisors, shall meet. The purpose of such meeting shall be:

- (a) to discuss the proposed work programme and its practical implementation including matters such as access to existing tracks, topography, the work programme envisaged (including disturbance to the physical environment) and the major items of equipment to be used;
- (b) to identify aspects of the proposed work programme and proposed Clearance where efficiencies can be implemented; and
- (c) to discuss arrangements for preliminary access by the Grantee Party for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment; and
- (d) to plan for managing emergencies in the field.

8.3 If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to item 8.1 hereof, the Association may, prior to the proposed commencement of Petroleum Operations, request the Grantee Party to provide and the Grantee Party shall provide, reasonable further particulars of such proposed Petroleum Operations.

8.4 The Association may object to the proposed Petroleum Operations referred to in item 8.1 provided:

- (a) the objection is made in writing within fourteen (14) days of receipt of the work programme; and
- (b) the matter objected to is likely to have a material adverse impact or cause substantial disturbance to native title rights and interests in the Licence Area.

8.5 In the event that the Association has a specific objection to any part of the particulars of the proposed Petroleum Operations supplied by the Grantee Party under item 8.1, or to any substantial change therein of which notice has been given under item 8.8:

- (a) the Association shall refer such objection for resolution pursuant to item 24 within fourteen (14) days of being supplied with such particulars or given such notice;
- (b) that part of the existing, intensified or changed operational programme to which objection is taken shall not commence until the objection is resolved pursuant to item 24;

- (c) provided always that objection may only be taken where the matter objected to is likely to have a material adverse impact upon or cause substantial disturbance to native title rights in the Licence Area; and
 - (d) if no such specific objection is raised within the said fourteen day period by the Association, the Grantee Party may proceed on the basis that the particulars provided by the Grantee Party pursuant to this item 8 constitute the details of the work programme for its Petroleum Operations.
- 8.6 Where the Association receives a request for Clearance pursuant to item 8.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work programme is substantially similar to the current request) in accordance with the terms and conditions of this Schedule, the Association shall by notice in writing within two (2) weeks of the request notify the Grantee Party that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Schedule and subject to any conditions applicable to that Clearance.
- 8.7 There can be no material modification or alteration of any part of a work programme without the written consent of the Association. For this purpose, '**material modification or alteration**' means a modification or alteration:
 - (a) of any Operational Area other than a reduction in the size of that area; or
 - (b) of any Petroleum Operations to be carried out at an Operational Area which is reasonably likely to result in a substantially greater environmental impact than that arising from the existing work programme.
- 8.8 The Grantee Party shall give notice to the Association if the Grantee Party at any time proposes to implement a material modification or alteration. Where the Grantee Party gives such notice after obtaining a Clearance the parties shall proceed in accordance with item 11.6.
- 8.9 Subject to the *Aboriginal Heritage Act 1988* (South Australia), where the Grantee Party has duly complied with the processes required of it:
 - (a) pursuant to item 8.1, and no Clearance is conducted within sixty-eight (68) days (or such later time as the parties in writing agree); or
 - (b) pursuant to item 8.8 for the circumstances set out in sub-item 11.6(b), and no Clearance is conducted within fourteen (14) days (or such later time as the parties in writing agree); or

- (c) pursuant to item 8.8 for the circumstances set out in sub-item 11.6(c) , and no Clearance is conducted within two (2) days (or such later time as the parties in writing agree),

then it is acknowledged the Grantee Party shall be at liberty to proceed with its Petroleum Operations at its risk.

9. INSPECTION AND CLEARANCE

- 9.1 The parties shall conduct all activities under this item in accordance with Annexures A and B.
- 9.2 The parties acknowledge that this Schedule is made for the purpose, inter alia, of providing a Clearance as a workable and effective arrangement to avoid disturbance to Areas of Significance and thereby avoid disputes between them.
- 9.3 The Grantee Party will nominate a representative to assist the Work Area Clearance Group for the duration of the Clearance, the Grantee Party's representative shall:
 - (a) be responsible for identifying the location of proposed seismic lines, access roads and other areas of proposed activity; and
 - (b) where possible, for relocating these where, upon advice from the Work Area Clearance Group, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and
 - (c) have authority to agree any conditions with the Work Area Clearance Group so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to item 11 hereof.
- 9.4 The Grantee Party's representative shall accompany the Work Area Clearance Group when required to do so subject to the Work Area Clearance Group's ability to exclude the Grantee Party's representative from its internal discussions and deliberations in the field.
- 9.5 In the event that a proposed Operational Area is not cleared by the Work Area Clearance Group the Specialist shall advise the Grantee Party's representative to that effect and the Grantee Party's representative may propose alternative Operational Areas during the course of the Clearance provided that:
 - (a) any such alternative Operational Areas do not constitute a material modification or alteration to the work programme referred to in item 8.8; and
 - (b) in undertaking any clearance of alternative Operational Areas the Work Area Clearance Group is not required to remain in the field for any additional period of time beyond two (2) days, unless agreed otherwise.

- 9.6 Subject to the *Aboriginal Heritage Act 1988* (South Australia) the Grantee Party shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by the Association pursuant to this Schedule in which case neither the Native Title Party nor the Association shall complain that Petroleum Operations conducted in accordance with items 8, 9, 10 and 11 hereof interfered with any Areas of Significance. The Grantee Party shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.
- 9.7 The Grantee Party will:
- (a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with items 9, 10 and 11 and Annexure A hereof;
 - (b) comply with the conditions of the Clearance (as referred to in item 9 hereof); and
 - (c) instruct its contractors, its employees, agent and visitors accordingly in relation to its obligations under sub-paragraphs (a) and (b) hereof.
- 9.8 A Work Area Clearance Group may re-visit an Area of Significance the subject of an earlier Report, for the purpose of ensuring that the Area of Significance has been avoided by the Grantee Party, and:
- (a) where the primary purpose of the visit to the general locality by the Work Area Clearance Group is for the purpose of conducting a further Clearance for the Grantee Party, then if so requested at the time of negotiating a Budget for that further Clearance, allowance shall be made by the Grantee Party in that Budget to enable no less than two (2) members of the Work Area Clearance Group together with up to two (2) Specialists to re-visit the Area of Significance with no less than two (2) vehicles;
 - (b) where requested at the time of negotiating a Budget for a first clearance, allowance shall be made by the Grantee Party in that Budget to enable no less than two (2) members of the Work Area Clearance Group and one (1) Specialist and one (1) field assistant to re-visit the Area of Significance with no less than two (2) vehicles in the event no further Clearance in the general locality of the Area of Significance takes place for a period of six (6) months after the first Clearance;
 - (c) in the event of any damage, disturbance or interference to such an Area of Significance by the Grantee Party being established, both the Native Title Party and the Association agree to work with the Grantee Party to:
 - (i) rectify as far as is reasonably practicable any damage done by the Grantee Party; and

- (ii) prevent the recurrence of any such damage, disturbance or interference with Areas of Significance.

10. WORK AREA CLEARANCE GROUP

10.1 At the cost of the Grantee Party in accordance with a Budget, the Native Title Party and the Association will identify and the Association will organise the members of a Work Area Clearance Group for the purposes of this item 10 and Annexure A and will ensure that the Work Area Clearance Group is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed work programme in accordance with Annexure A.

10.2 Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Work Area Clearance Group shall be to:

- (a) determine whether the seismic lines, access roads or work sites or any other activities described in the work programme are likely to disturb, damage, or interfere with Areas of Significance;
- (b) give advance warning to the Grantee Party's representative nominated to assist the Work Area Clearance Group to enable the Grantee Party's representative to relocate parts of seismic lines, access roads or Work sites or any other activities described in the work programme, in order to avoid and protect Areas of Significance;
- (c) show reasonable diligence in preparing for and carrying out such work while Grantee Party meets its obligations pursuant to this Schedule; and
- (d) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Grantee Party's Petroleum Operations.

10.3 Work Area Clearance Group Composition

The Work Area Clearance Group will comprise:

- (a) up to two (2) qualified Specialists of appropriate gender to be engaged by the Association with the concurrence of the Grantee Party (which concurrence will not be unreasonably withheld); and
- (b) the number of persons required to ensure that integrity of the Clearance up to a maximum of eight (8) persons consisting of such numbers of men and women as thought by the Native Title Party and the Association to be appropriate in accordance with Aboriginal culture and tradition.

10.4 The Native Title Party and the Association acknowledge that in most areas up to four (4) persons will be sufficient to ensure the integrity of the Clearance, however they reserve the right to include up to a maximum of eight (8) people

in the event that they believe it is necessary and appropriate to do so. The Association agrees to consult with the Grantee Party about the number of persons to be included in a Work Area Clearance Group not later than the start of negotiations for setting a budget in accordance with item 12.

11. REPORTS

- 11.1 The Association must promptly notify the Grantee Party upon completion of a Clearance and as soon as practicable but no later than fourteen (14) days after the completion of the Clearance, the Native Title Party and the Association must provide a Report (through a Specialist) to the Grantee Party.
- 11.2 The Report must:
 - (a) identify those parts of the Operational Area which are given Clearance by the Native Title Party or denied Clearance by the Native Title Party or given conditional Clearance by the Native Title Party;
 - (b) identify any alternative Operational Areas for which Clearance is given in accordance with the requirements set out in items 9.5 and 10.2(b);
 - (c) describe any conditions on which the Native Title Party has provided the clearance so as to minimise the impact of Petroleum Operations to Areas of Significance; and
 - (d) be signed by the Specialists.
- 11.3 Nothing in this Schedule compels the Native Title Party nor any member of the Work Area Clearance Group or the Association to disclose to the Grantee Party or to the the Grantee Party's representative the location of Areas of Significance, or any Cultural Confidences whatsoever with respect to the Licence Area.
- 11.4 The Native Title Party and the Association shall ensure that any Aboriginal persons accompanying the Work Area Clearance Group shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.
- 11.5 In the event that the Work Area Clearance Group determines it is necessary to deviate any proposed seismic line or access road, such deviation shall be made as small as possible and any deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site shall be minimised so far as possible.
- 11.6 In the event that the Grantee Party has obtained a Clearance pursuant to this Schedule and subsequent events cause the Grantee Party to require any

material modification or alteration (as defined in item 8.7) to any part of the programme of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:

- (a) the Grantee Party shall notify the Association as soon as practicable and request that the Work Area Clearance Group inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of this Schedule;
- (b) in such cases (other than circumstances set out in the next sub-paragraph of this paragraph) the Native Title Party and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Grantee Party in writing of its consent to such material modification or alteration or ensuring the commencement by a Work Area Clearance Group of the inspection for Clearance of those areas as requested by Grantee Party; and
- (c) in cases where Petroleum Operations are in the course of being conducted and the Work Area Clearance Group has inspected the areas requested by Grantee Party in accordance with sub-paragraph (a) of this item 11.6 the Work Area Clearance Group will communicate in writing to the Grantee Party the results of its inspection prior to leaving the area and confirm those results in a Report.

12. BUDGETS AND PAYMENT BY THE GRANTEE PARTY FOR CLEARANCE WORK

- 12.1 The Association must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to item 8.1 submit to the Grantee Party a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Grantee Party and the Association to negotiate and agree a Budget.
- 12.2 Budgets must be proposed in substantially the form set out in Annexure C and be negotiated, agreed and adopted by the Grantee Party and the Association in writing within seven (7) days of the Association providing a proposed Budget to Grantee Party.
- 12.3 The Grantee Party will make payment of expenditure in accordance with the agreed Budget, to the Association in three separate instalments as follows:
 - (a) forty per cent (40%) seven (7) days prior to the mobilisation of the Work Area Clearance Group; and
 - (b) thirty per cent (30%) at the end of field inspection for the Clearance; and

- (c) thirty per cent (30%) or the balance thereof following receipt of the Report and an invoice of all expenditure.

12.4 The Grantee Party must pay all reasonable costs, fees disbursements and expenses incurred by the Association in carrying out a Clearance, in accordance with a Budget and subject to any agreement in writing to the contrary between the Parties. In particular, the Grantee Party will reimburse the Association in accordance with an agreed Budget for the Association's reasonable costs for, inter alia:

- (a) the services of the members of the Work Area Clearance Group (including the costs of preliminary consultation with a Specialist);
- (b) provision of suitable camping facilities and food and a camp cook for the Work Area Clearance Group;
- (c) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts;
- (d) vehicle insurance, fuel and costs of any necessary and unavoidable repair required; and
- (e) administration costs associated with the implementation of the Clearance,

in accordance with the Budget.

12.5 In the event that there are at any time more persons forming part of the Work Area Clearance Group than specified in the Budget then the Grantee Party shall not be responsible for the expense of the additional persons, unless otherwise agreed between the parties.

12.6 All monies payable by the Grantee Party pursuant to a Budget shall be paid to the Association or to any legal representative from time to time notified by the Association to the Grantee Party. A receipt from the Association or such legal representative shall be a full and sufficient discharge to the Grantee Party for any payments so made.

12.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Grantee Party and any person employed or engaged by the Association to form part of any Work Area Clearance Group arises by virtue of this Schedule, and that nothing contained in this Schedule will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Grantee Party. The Native Title Party and the Association will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986*, the *Occupational Health, Safety and Welfare Act 1986*, the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997* (both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association

engages or retains any person for the purposes of performing its obligations under this Schedule.

- 12.8 The Grantee Party is responsible for and indemnifies and agrees to keep indemnified the members of the Work Area Clearance Group from and against all and any claims of whatever nature and however arising for personal injury or death or damage or destruction of personal property of the Work Area Clearance Group or any member of the Work Area Clearance Group to the extent caused or contributed to by any negligent act or omission of the Grantee Party, its employees, contractors or subcontractors.
- 12.9 The Grantee Party may nominate the use of such of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.

13. REMOVAL OF EMPLOYEES

- 13.1 Unless the Association otherwise agrees, the Grantee Party shall take all reasonable steps to ensure prompt removal from the Licence Area of any contractor, employee, agent, or visitor of the Grantee Party, who:
- (a) has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance; or
 - (b) has negligently or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with items 9, 10 and 11 and Annexure A hereof except where there is no damage to the interests of the Native Title Party; or
 - (c) has acted in a disorderly manner on the Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to members of the Native Title Claim Group.
- 13.2 In the event of a dispute between the Association and the Grantee Party as to whether a person has acted in a manner justifying removal from the Licence Area the matter shall be referred for resolution pursuant to item 24.

14. INSTRUCTION IN ABORIGINAL CULTURE

- 14.1 The Grantee Party will use reasonable endeavours to educate all employees, contractor and sub-contractors who may be involved in Petroleum Operations contemplated by this Schedule to ensure those persons have an awareness and an understanding of:
- (a) native title;
 - (b) their obligations under the *Aboriginal Heritage Act 1988* (South Australia), the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Commonwealth), the Native Title Act and this

Schedule in relation to avoiding disturbance, damage and interference to any Area of Significance; and

- (c) any other matters of which those persons are required to be cognisant by this Schedule.
- 14.2 Appropriate education for the purposes of item 14.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.
- 14.3 A Specialist to be engaged for the purpose of carrying out the education functions specified in this item shall be nominated by the Grantee Party with the concurrence of the Association (which concurrence shall not be unreasonably withheld).
- 14.4 The Grantee Party shall promote among non-Aboriginal people employed in Petroleum Operations a knowledge, understanding and respect for the tradition and culture of the Native Title Claim Group.
- 14.5 The Grantee Party shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Grantee Party.
- 14.6 The Grantee Party shall consult with and have regard to the views of the Native Title Party in relation to the formulation and presentation of the instruction referred to in item 14.5.
- 14.7 The Association shall, whenever requested by Grantee Party so to do give all reasonable assistance to the Grantee Party in attaining the objectives for this item and shall be reimbursed by the Grantee Party for all reasonable expenses incurred by it in so doing.

15. GRANTEE PARTY COVENANTS

The Grantee Party covenants with the Native Title Party that:

- (a) in connection with the conduct of Petroleum Operations by it on the Licence Area the Grantee Party shall in accordance with applicable Law:
 - (i) keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;
 - (ii) take all precautions to reduce fire risk on the Licence Area;
 - (iii) ensure all well sites are capped or sufficiently fenced off after drilling so as to prevent injury to persons or stock.

- (b) where the Grantee Party reasonably believes appropriate, the Grantee Party will provide to persons from the Native Title Claim Group, the Association and persons accompanying them, relevant:
 - (i) driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and
 - (ii) induction procedures to meet all necessary workplace health and safety requirements,

as the Grantee Party normally provides to, or usually requires of, persons attending locations under the control of the Grantee Party.

- (c) if, at any time in the course of carrying out Petroleum Operations the Grantee Party or any person acting on behalf of the Grantee Party (despite a Clearance) identifies any burial site or any archaeological or historical site or object, or any site or object which the Grantee Party or any person acting on behalf of the Grantee Party suspects to be an Area of Significance or Aboriginal object, then in addition to obligations under the *Aboriginal Heritage Act 1988* (South Australia) and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Commonwealth) the Grantee Party will promptly report the location of such site or object to the Association.
- (d) the location of the site or object will be treated by the Grantee Party as though no Clearance in relation to it had previously been given and any relevant object will be left in situ without being moved or interfered with pending further Clearance in accordance with this Schedule.

16. THE NATIVE TITLE PARTY COVENANTS

The Native Title Party and the Association covenant with the Grantee Party that the Native Title Claim Group and the Association shall:

- (a) not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with this Schedule or any other agreement between the parties;
- (b) not lodge or make any objection to any grant to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party has failed to comply with any Essential Term; and
- (c) actively support the Grantee Party's efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions thereof) as are or will be necessary to support the interests of the Grantee Party in furthering a Project under any current, new or amended legislation. In particular, such active support will include provision of all relevant consents and authorisations to allow the grant of the said approvals, consents and other entitlements and

rights and assistance to procure the withdrawal of any objections thereto;

- (d) actively assist the Grantee Party where a Native Title Claim is made by any Aboriginal person not bound by this Schedule over:
 - (i) any part of a Licence Area, or
 - (ii) any other area utilised or intended to be utilised in relation to a Project

to support the application of this Schedule in relation to Petroleum Operations and the Project (or either of them);

- (e) ensure that where the Grantee Party provides the items mentioned in item 15(b) for the use of the persons mentioned in that item, then all the persons so provided will utilise those provisions and otherwise conduct themselves in accordance with the Grantee Party's reasonable safety requirements;
- (f) refrain from doing any act which would impede, hinder or prevent the Grantee Party from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Schedule; and
- (g) in the course of performing their obligations pursuant to this Schedule observe all Applicable Law.

17. RIGHTS OF THE NATIVE TITLE PARTY

17.1 The Grantee Party acknowledges that members of the Native Title Claim Group have the right, except where their presence may cause danger to health and safety, or where their presence may interfere with the conduct of efficient Petroleum Operations:

- (a) to move freely throughout Operational Areas including all roads thereon; and
- (b) to pursue customary and traditional activities in Operational Areas.

17.2 The Native Title Claim Group, its members and agents shall be permitted the use of all roads constructed for the purpose of Petroleum Operations provided such use does not interfere with the conduct of efficient Petroleum Operations.

- 17.3 The use of roads in accordance with this item shall be subject to reasonable control by the Grantee Party for the purpose of safety and to priority of use by the Grantee Party for the purpose of Petroleum Operations without the Grantee Party undertaking any liability for such use.
- 17.4 The Association shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Association's obligations under this Schedule save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of the Grantee Party in accordance with item 10.3(a).

18. RIGHTS OF THE GRANTEE PARTY

- 18.1 The Grantee Party's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms and conditions of Licences granted.
- 18.2 In the exercise of its rights the Grantee Party undertakes to observe and perform the terms of this Schedule and neither the Native Title Party nor the Association will cause the Grantee Party disturbance or interruption in the course of exercising that right and the discharge of the Grantee Party's legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.
- 18.3 In the event of any emergency situation occurring on a Licence Area at any time the Grantee Party may take such measures as it considers necessary in the circumstances in which case the provisions contained in items 9, 10 and 11 and Annexure A do not apply. The Grantee Party shall notify as soon as reasonably practicable, the Association of the emergency situation, and after the emergency consult with the Association in relation to further measures to be taken in respect thereof.

19. REVERSION OF INFRASTRUCTURE

Within the period of twelve (12) calendar months (or such other time as may be agreed between the parties) after the Grantee Party ceases to have any right to conduct operations in the Licence Area, the Grantee Party shall remove from the Licence Area all surface infrastructure or facilities constructed for the purposes of Petroleum Operations which (subject to the Petroleum Act) are reasonably capable of removal other than those which the Grantee Party, any lessee of the land containing the Licence Area, all government regulatory agencies and the Association agree may remain thereon.

20. FIELD DEVELOPMENT AND PRODUCTION

The parties acknowledge that at any time during or after completion of the Petroleum Operations carried out pursuant to a PEL, the Grantee Party may wish to apply for further or other Licences under the Petroleum Act in respect of the whole or any part

of the Licence Area. In the event of the Grantee Party so applying, and any further or other Licence being granted by the Minister, unless the parties otherwise agree, the provisions of this Schedule shall apply *mutatis mutandis* in relation to the conduct of Petroleum Operations on the further or other Licence so granted.

21. FORCE MAJEURE

21.1 In the event that the performance of this Schedule by a party is prevented or delayed in whole or in part by acts of God, flood, fire or damage caused by lightening, storm, tempest, unseasonable rains, strikes, lockouts or other industrial disturbance, riots, blowouts, laws, rules, regulations, or directions of a governing body having jurisdiction over the Licence Area, religious or other ceremonial activities of members of the Native Title Claim Group, inability to obtain equipment or material or any other causes which by the exercise of due diligence that party is unable to prevent or overcome ('**force majeure**'), this Schedule shall nevertheless continue and remain in force and effect but that party shall not be in default hereunder for as long as it continues to be prevented or delayed as aforesaid by such force majeure and the time within which such party is required to perform any work to satisfy any obligations hereunder shall be extended by a period equivalent to that during which such prevention or delay continues provided that:

- (a) the cause of the force majeure as far as possible shall be remedied with all reasonable dispatch by such party; and
- (b) no party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.

21.2 The party affected by any event of force majeure as aforesaid shall forthwith give notice in writing thereof, to each other party of the occurrence of such event, the likely period of delay and the cessation thereof.

22. CONFIDENTIAL INFORMATION

22.1 The Grantee Party agrees to keep confidential each and every Cultural Confidence of which it becomes aware.

22.2 The Native Title Party and the Association agree to keep confidential all aspects of the Grantee Party's activities pertaining to a Licence of which it becomes aware provided such information may be disclosed to a specialist for the purpose of writing a report.

23. GOODS AND SERVICES TAX

23.1 Subject to item 23.3, the Grantee Party must pay to the Association in respect of any taxable supply made to the Grantee Party pursuant to or in connection with this Schedule an amount equal to any GST which is payable by the Association.

- 23.2 The GST on a taxable supply is the amount ascertained by multiplying:
- (a) the amount that would otherwise be payable under this Schedule in respect of the taxable supply if the GST payable were nil, by
 - (b) the prevailing rate of GST for that taxable supply.
- 23.3 The Grantee Party must pay to the Association an amount equal to the GST on a taxable supply, provided the Association has first issued to the Grantee Party a tax invoice, at the same time and in the same manner as it is required to pay any other amount to the Association in respect of that taxable supply. If no other amount is payable by the Grantee Party to the Association in respect of the taxable supply, the Grantee Party must pay to the Association an amount equal to the GST on that taxable supply twenty-eight (28) days after the receipt by the Grantee Party of a tax invoice from the Association.
- 23.4 For the purposes of the GST Act, the Grantee Party shall be regarded as having requested a tax invoice from the Association in respect of each taxable supply. Any tax invoice issued may be issued in addition to any other invoice that relates to the taxable supply.
- 23.5 If an adjustment event has occurred in respect of a supply made pursuant to or in connection with this Schedule, the party that becomes aware of the adjustment event agrees to notify the other party on becoming aware of the adjustment event, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than twenty-one (21) days after the Association becomes aware that the adjustment event has occurred.
- 23.6 The Association will issue to the Grantee Party an adjustment note in respect of a supply that is subject to an adjustment event covered by item 23.5. Such adjustment note will be issued no later than twenty-one (21) days after the Association becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.
- 23.7 Any disputes between the parties in relation to the operation or interpretation of this item shall be dealt with in accordance with the dispute resolution procedures in item 24 of this Schedule.
- 23.8 The parties agree to make any changes that are required to this item to reflect any amendments made to the GST Act or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.
- 23.9 In this item 23:
- (a) **‘adjustment event’** means an adjustment event for the purposes of the GST Act and includes any matter or thing that arises out of any error, any decision of a court in relation to the GST Act or a related Act, any

ruling issued by the Commissioner of Taxation, any audit of the tax affairs of the Association or of the Grantee Party or the settlement of any dispute (including a dispute with the Commissioner of Taxation);

- (b) ‘**adjustment note**’ has the same meaning as it has from time to time in the GST Act;
- (c) ‘**GST**’ has the same meaning as it has from time to time in the GST Act;
- (d) ‘**GST Act**’ means the *A New Tax System (Goods and Services Tax) Act 1999* and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the *A New Tax System (Goods and Services Tax Transition) Act 1999*;
- (e) ‘**price**’ has the same meaning as it has from time to time in the GST Act;
- (f) ‘**supply**’ has the same meaning as it has from time to time in the GST act;
- (g) ‘**tax invoice**’ has the same meaning as it has from time to time in the GST Act; and
- (h) ‘**taxable supply**’ has the same meaning as it has from time to time in the GST Act.

24. DISPUTE RESOLUTION

24.1 Guiding Principle

The parties agree that every effort should be made to ensure that disputes do not arise and that if a dispute does occur the parties should make every reasonable effort to resolve the dispute without recourse to this item 24.

24.2 Priority of Procedures

Unless otherwise provided in this Schedule, if a dispute arises between the parties concerning this Schedule no party may commence any court proceedings relating to the dispute unless it has complied with the following paragraphs of this item, except where the party seeks urgent interlocutory relief.

24.3 Notice of Dispute

Any party claiming that a dispute has arisen under this Schedule between the Grantee Party and either or both of the Native Title Party and the Association (‘**Complainant**’) must give written notice (‘**Notice of Dispute**’) to the other parties (‘**Respondent**’). The notice must adequately identify and provide details of the dispute and refer to any documentary evidence of the matters

claimed in the dispute and designate a senior representative of the Complainant who has the authority to negotiate and settle the dispute.

24.4 Response to Dispute

Within fourteen (14) days after the Respondent receives a Notice of Dispute, the Respondent must give written notice to the Complainant. That notice must adequately define the Respondent's response to the dispute and provide details and refer to any documentary evidence in support of its response to the dispute and designate a senior representative for each Respondent who has the authority to negotiate and settle the dispute.

24.5 Negotiations

Senior representatives designated pursuant to the preceding sub-items of this item must, within ten (10) days (or within such further period as the senior representatives may agree is appropriate) after the receipt of the notice referred to in item 24.4 investigate, negotiate and endeavour to settle the dispute.

24.6 Mediation

- (a) If, within one month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Annexure D hereto, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen (14) days, the mediator shall be appointed by the President of the Law Society of South Australia for the time being.
- (b) The President of the Law Society of South Australia (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Schedule:
 - (i) for the preservation and protection of the native title rights and interests of the Native Title Party; and
 - (ii) the statutory rights, obligations and commercial imperatives of the Grantee Party;

and shall take account of the fact that this Schedule constitutes a cross-cultural commercial agreement.

- (c) The mediator, in conducting the mediation shall have regard to:
 - (i) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Party; and

- (ii) the statutory rights, obligations and commercial imperatives of the Grantee Party.
- (d) If within one month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.
- (e) Any date or period of time referred to in this item may be varied or amended by agreement between the parties.
- (f) None of the parties may commence court proceedings or arbitration concerning this Schedule unless it has first complied with the dispute resolution provisions contained in this item 24. The parties agree that this Schedule may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory relief.
- (g) In any case, each party shall bear its own costs for the mediation.

24.7 Without Prejudice

The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this item is an attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this item for any other purpose

25. CESSATION OF ACTIVITIES

- 25.1 The Grantee Party shall notify the Association one month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.
- 25.2 A surrender under item 25.1 is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.
- 25.3 The Grantee Party shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.
- 25.4 Upon the surrender, withdrawal, revocation or cancellation of the Grantee Party's Licence in respect of the Licence Area:
 - (a) the Grantee Party shall pay to the Association any and all monies then payable or accrued which are due to the Association pursuant to this Schedule; and

- (b) each party shall remain liable to the other party in respect of any liability it has to the other as a consequence of any prior breach of this Schedule.

25.5 Nothing in this Schedule shall be construed as imposing an obligation on the Grantee Party to carry out or complete any Petroleum Operations.

25.6 The parties' obligations under items 7(a), 7(b), 7(d), 15, 19 and 22 shall to the extent referred to therein survive any termination of the Deed and this Schedule.

26. EMPLOYMENT OPPORTUNITIES

The Grantee Party agrees to consider from time to time opportunities for the employment of members of the Native Title Claim Group and for the engagement of enterprises controlled by members of the Native Title Claim Group and to similarly encourage its contractors so to do.

ANNEXURE A TO SCHEDULE 4 : CLEARANCE PROCEDURES

1. The Association in consultation with the Native Title Party will provide a Work Area Clearance Group or teams to undertake inspection and clearing of locations for Petroleum Operations within the Licence Area if and when the requirement arises in accordance with item 10 of Schedule 4.
2. The Association in consultation with the Native Title Party will ensure that if required, both a male and a female Specialist are available to join the Work Area Clearance Group depending on the part of the Licence Area under consideration at any given time and the Area or Areas of Significance that may be therein.
3. A Specialist (engaged according to item 10.3(a) of Schedule 4) will co-ordinate the Work Area Clearance Groups provided for in item 10 of Schedule 4 and will be responsible for conveying the results of the Work Area Clearance Group's inspections and assessments for Clearance of Grantee Party's proposed Petroleum Operations under the terms of Schedule 4.
4. Subject to the terms of Schedule 4, the Native Title Party and the Association will ensure that a Work Clearance Group is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by the Grantee Party in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and the Association will ensure that the Work Area Clearance Group operates on a regular work schedule that as near as practicable coincides with and accommodates the Grantee Party's work schedule.
5. The Association will arrange suitable camping facilities for the Work Area Clearance Group.
6. The Association in consultation with the Native Title Party will ensure that persons who are members of the Native Title Party (but in any event not exceeding the number of persons agreed with Grantee Party) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.
7. The Association will provide sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Work Area Clearance Group while it is undertaking the inspection and Clearance purposes.
8. The said vehicles will be insured by the Association and equipped by the Association with sufficient spare parts for the duration of the Clearance task.
9. The Association will cause a log-book to be kept and will ensure that the following information is recorded in the log book in relation to the use of the four-wheel drive vehicles.
 - (a) Date;
 - (b) Place of departure;
 - (c) Destination;

- (d) Reason for the journey;
- (e) Name of driver; and
- (f) Number of kilometres travelled

in respect of each occasion that the four-wheel drive vehicles are used for or incidental to carrying out a Clearance and will make the log-book available to the Grantee Party upon request.

10. The Grantee Party will reimburse the Association in accordance with an agreed plan and Budget for the Association's reasonable costs for:

- (a) engaging the services of the persons comprising the Work Area Clearance Group;
- (b) providing camping facilities and food to the Work Area Clearance Group; and
- (c) providing sufficient and appropriate four-wheel drive vehicles for use by the Work Area Clearance Group

in accordance with a Budget.

11. In the event that there are at any time more persons forming part of a Work Area Clearance Group than agreed with the Grantee Party and accounted for in a Budget then the Grantee Party shall not be responsible for the expense of the additional persons in such group, unless otherwise agreed between the parties.

12. Remuneration

The Grantee Party will pay to or reimburse the Association the cost of engaging the services of the Work Area Clearance Group, for each Specialist and for each of the agreed number of Work Area Clearance Group members at the respective rates negotiated and agreed during negotiation of a Budget for each day required for compliance with items 9, 10 and 11 of Schedule 4 and this Annexure A and for travel to and from his or her place of residence within Australia, and reasonable travel costs, all in accordance with a Budget.

13. Food for Work Area Clearance Group

The Grantee Party will allow a food allowance for each member of the Work Area Clearance Group at the rate of \$35 per day, fixed for the first twelve (12) months of this Deed, for each day spent undertaking the Clearance and each day spent travelling to and from the Licence Area for that purpose.

14. Four-Wheel Drive Vehicles

The Grantee Party will pay to the Association:

- (a) where the Association provides four-wheel drive vehicles, the sum of fifty-five cents per kilometre in respect of the total number of kilometres properly recorded in the log book, in accordance with paragraph 9 of this Annexure A,

and the cost of fuel, where a four-wheel drive vehicle travelled distances for or incidental to conducting a Clearance; or

- (b) the reasonable cost of hire of four-wheel drive vehicles and the cost of fuel and vehicle insurance, where the vehicle is hired and used for, or incidental to conducting a Clearance provided that the log book details are properly recorded in accordance with paragraph 9 of this Annexure A.

ANNEXURE B TO SCHEDULE 4 : SCHEDULE OF EVENTS

Item	Events	Party Responsible	Maximum period for Events (in days)	Maximum cumulative Elapsed days
1	Grantee Party submits request and proposed work programme to Association <i>(Item 8.1)</i>	Grantee Party	Not applicable	0
2	Preliminary meeting <i>(Item 8.2)</i>	Grantee Party and Association	14	14
3	Association arranges for: 1. Anthropologist or other Specialist; 2. Work Area Clearance Group, and 3. Proposed Clearance Plan and Budget and presents to Grantee Party <i>(Items 10 and 12.1)</i>	Association	7	21
4	Clearance Plan and Budget meeting Plan and Budget agreed <i>(Items 12.1 and 12.2)</i>	Grantee Party and Association	7	28
5	Work Area Clearance Group and field logistics organised, and Work Area Clearance Group mobilised to the field. <i>(Item 10.1)</i>	Native Title Party and Association	12	40
6	Work Area Clearance Group completes field work and de-mobilises, notifies the Grantee Party. <i>(Item 11.1)</i>	Native Title Party and Association	14	54
7	Report delivered to the Grantee Party <i>(Item 11.1)</i>	Association	14	68

ANNEXURE C TO SCHEDULE 4 : BUDGET

Grantee Party:

Date:

Clearance for PEL number(s):

Item	Description	Remarks	Units	Quantity	Unit Rate \$	Survey Costs	Notes
	Personnel						
	Specialist # 1		days				
	Specialist # 2		days				
	Work Area Clearance Group x		days				
	Camp Cook		days	1			
1	TOTAL PERSONNEL						
	Travel Costs						
	Vehicle Hire	4WD	days				
	Vehicle Fuel		days				
	Private Vehicle 2WD allowance	fuel, oil, tyres, etc	km		0.52		
	Private Vehicle 4WD allowance	fuel, oil, tyres, etc	km		0.55		
2	TOTAL TRAVEL						
	Accommodation & Logistics						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
2	TOTAL ACCOMMODATION & LOGISTICS						
	Administration						
	satellite phone hire		days				
	maps		total				
	photocopying		total				
	phone : fax : mail		total				
	bookings & fees		total				
	meetings & confs		total				
	legal		total				
4	TOTAL ADMINISTRATION						
5	SUB-TOTAL						
6	Contingency						
7	GST						
8	GRAND TOTAL						

ANNEXURE D TO SCHEDULE 4: GUIDELINES TO MEDIATION

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to item 24 of Schedule 4.

1. Role of Mediator

1.1 The mediator will be neutral and impartial. The mediator will assist the parties attempt to resolve the dispute by helping them to:

- (a) systematically isolate the issues in dispute;
- (b) develop options for the resolution of those issues;
- (c) explore the usefulness of these options; and
- (d) meet their interests and needs.

1.2 The mediator may meet with the parties together or separately.

1.3 The mediator will not give legal or other professional advice to any party, impose a resolution on any party or make a decision for any party.

1.4 The mediator will not accept an appointment in relation to any proceedings concerning the dispute.

1.5 Neither party will take action to cause the mediator to breach paragraph 1.4.

2. Conflict of Interest

The mediator must prior to commencement of mediation disclose to the parties to the best of the mediator's knowledge any prior dealings with any of the parties as well as any interests in the dispute. If in the course of the mediation the mediator becomes aware of any circumstances that might reasonably be considered to affect the mediator's capacity to act impartially, the mediator must immediately inform the parties of those circumstances.

3. Co-operation

The parties must co-operate in good faith with the mediator and each other during the mediation.

4. Conduct of Preliminary Conference

As part of the mediation, the mediator will establish a preliminary conference at a time and venue convenient to the parties to establish a timetable for mediation.

5. The parties must attend the mediation with authority to settle within any range that can reasonably be anticipated. At the mediation each party may have one or more other persons including legally qualified persons to assist and advise them.

6. Communications between Mediator and Parties

Any information disclosed to a mediator in private is to be treated as confidential by the mediator unless the party making the disclosure states otherwise.

7. Confidentiality of the Mediation

The parties and the mediator will not disclose to anyone not involved in the mediation any information or document given to them during the mediation unless required by law to make such disclosure.

8. The parties and the mediator agree that other than in the course of enforcement of the settlement agreement for the dispute by judicial proceedings, the following will be privileged and will not be disclosed in or be the subject of a subpoena to give evidence or to produce documents in any proceedings in respect of the Dispute:

- (a) any settlement proposal whether made by a party or the mediator;
- (b) the willingness of a party to consider any such proposal;
- (c) any statement made by a party or the mediator during the mediation;
and
- (d) any information prepared for the mediation.

9. Termination of the Mediation

A party may terminate the mediation at any time after consultation with the mediator.

10. Settlement of the Dispute

If settlement is reached at the mediation, the terms of the settlement must be written down and signed by the parties before they leave the mediation.

11. Enforcement of the Settlement Agreement

Any party may enforce the terms of the settlement agreement by judicial proceedings. Any party may call evidence:

- (a) for the purposes of this item; and
- (b) of the settlement agreement including evidence from the mediator and any other person engaged in the mediation.

12. Exclusion of Liability

The parties acknowledge that any mediator appointed will not be liable to them for any act or omission in the performance of the mediator's obligations under this Deed. The parties undertake to indemnify the mediator against any claim for any act or omission in the bona fide performance of the mediator's obligations under this Deed.

13. Costs

The parties are separately liable to the mediator in equal proportions for the mediator's fees.

**THE HONOURABLE PAUL HOLLOWAY, MINISTER FOR MINERAL
RESOURCES DEVELOPMENT
FOR AND ON BEHALF OF THE STATE OF SOUTH AUSTRALIA
(‘Government Party’)**

and

**THE DIERI PEOPLE
(‘Native Title Party’)**

and

**EAGLE BAY RESOURCES NL
(‘Grantee Party’)**

and

**NGAYANA DIERI KARNA
(ABORIGINAL CORPORATION)
(‘Association’)**

LAND ACCESS DEED

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LAND ACCESS DEED

THIS DEED is made the 12th day of July 2005

BETWEEN THE HONOURABLE PAUL HOLLOWAY, MINISTER FOR MINERAL RESOURCES DEVELOPMENT of Level 17, Grenfell Centre, 25 Grenfell Street, Adelaide South Australia 5000 for and on behalf of the State of South Australia.

(‘Government Party’)

AND THE DIERI PEOPLE by **DAVID MUNGERANIE, IRENE KEMP, RHONDA KENNEDY-GEPP, SYLVIA STEWART, EDWARD LANDERS AND NELLIE EDGE** the registered native title claimants in relation to native title determination application no SG 6017/98 in the Federal Court of Australia, C/- Camatta Lempens Pty Ltd, Barristers and Solicitors, First Floor, 345 King William Street, Adelaide South Australia 5000.

(‘Native Title Party’)

AND EAGLE BAY RESOURCES NL of First Floor, 14 Outram Street, West Perth Western Australia 6005.

(‘Grantee Party’)

AND NGAYANA DIERI KARNA (ABORIGINAL CORPORATION) C/- Camatta Lempens Pty Ltd, Barristers and Solicitors, First Floor, 345 King William Street, Adelaide South Australia 5000.

(‘Association’)

COMMISSIONER OF STATE TAXATION

S.A. STAMP DUTY PAID \$10.00
ADJUDGED DULY STAMPED
ORIGINAL with 2 copies
11/08/2005 11:37:42 00743964.1
DEED

RECITALS

WHEREAS:

- A. The Grantee Party has lodged an application for grant of an exploration licence under the Petroleum Act in respect of the Cooper Basin block described in Schedule 1 (which includes land the subject of the Native Title Application) and seeks the issue of a Licence pursuant to the Petroleum Act.
- B. If the grant of the Licence affects native title it will be a future act as defined in the Native Title Act.
- C. The Government Party has given notice of its intention to grant the Licence in accordance with section 29 of the Native Title Act.
- D. The Native Title Application has been filed under section 13(1) of the Native Title Act, in respect of the Claimed Land on behalf of the Native Title Claim Group.
- E. The Negotiation Parties have negotiated in good faith under Subdivision P of Division 3 of Part 2 of the Native Title Act in relation to the Government Party's intention to grant the Licence.
- F. The issuing of the Licence is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act.
- G. If the Licence is issued to the Grantee Party in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licence, and any work done pursuant to it, affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to it, and it is the further intention of the parties that in any event, the grant of the Licence and activities under it will not extinguish or permanently affect such rights and interests.
- H. Following negotiations in good faith between the Negotiation Parties, the Native Title Party has agreed to the grant of the Licence to the Grantee Party consequent upon the execution of this Deed. Subsequent to the execution of this Deed the Native Title Party will consent to a determination under section 38 of the Native Title Act that the Licence and Later Acts may be granted.
- I. The Native Title Claim Group (which includes the registered native title claimants) resolved on the 18th day of May 2001 to incorporate under the Aboriginal Councils and Associations Act 1976 (Commonwealth). On the 19th day of October 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Ngayana Dieri Karna (Aboriginal Corporation) pursuant to the *Aboriginal Councils and Associations Act 1976* (Commonwealth).
- K. The Government Party, the Native Title Party and the Grantee Party, all having negotiated in good faith have agreed for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative

functions under this Deed for the benefit of the Native Title Party as are more specifically set out in this Deed, to include the Association as a party to this Deed.

OPERATIVE PROVISIONS

The parties agree:

1. INTERPRETATION

1.1 In this Deed, and in the Recitals, unless the contrary intention appears:

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa and reference to a gender includes each other gender;
- (c) a reference to an individual person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (d) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Deed;
- (e) Recitals and Schedules form part of this Deed;
- (f) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- (g) a reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and assigns;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) 'business day' excludes a Saturday, Sunday or public holiday in South Australia;
- (j) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (k) a reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;

- (l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them;
- (m) the meaning of general words will not be limited by reference to accompanying specific words;
- (n) any term or expression used herein which is defined in either the Petroleum Act or the Native Title Act has the same meaning as in that legislation; and
- (o) monetary references are references to Australian currency.

1.2 If any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:

- (i) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable therefrom, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained herein;
- (ii) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component; and
- (iii) PROVIDED that in the event the offending provisions are the inclusion of the Association as a party to this Deed and the consequential provisions of that inclusion then the agreements, representations and warranties therein contained shall be attributed to, and be taken to have always been attributed to, the Native Title Party.

1.3 In this Deed, headings are for convenience of reference and do not affect the interpretation of this Deed.

2. DEFINITIONS

2.1 In this Deed and in the Recitals and Schedules unless the context otherwise requires:

‘Applicable Law’ means every law and regulation (whether of the Commonwealth or of the State) from time to time in operation in the State which is applicable to a party including any such laws relating to native title, mining, the environment, or Aboriginal heritage;

‘Association’ means the association or corporation named in Part 2 of Schedule 2 of this Deed;

‘Claimed Land’ means the area of land and any waters the subject of the Native Title Application;

‘Commencement Day’ means the day of the date of this Deed or another date agreed in writing by the parties;

‘Deed’ means this deed and includes the Recitals and Schedules;

‘Essential Term’ means those terms in clauses 5.3, 7, 12, and 18.3 of this Deed and in items 7, 8.7, 8.8, 9.7, 13, and 15 of Schedule 4;

‘Government Party’ means the State of South Australia;

‘Grantee Party’ means the party to this Deed so described, being the applicant for the Licence;

‘Later Act’ means the issue of any retention licence, production licence, associated facilities licence or pipeline licence (by whatever name called) subsequent to the grant of the exploration licence referred to in Recital A;

‘Licence’ means the exploration licence proposed to be issued to the Grantee Party in the Licence Area pursuant to the Petroleum Act referred to in Recital A and includes:

- (a) any associated facilities licence subsequently able to be lawfully issued to the Grantee party within the Licence Area or outside the Licence Area but within the Claimed Land; and
- (b) any other licence or authority subsequently able to be lawfully issued to the Grantee Party within the Licence Area pursuant to the Petroleum Act and which would, without this Deed, attract the right to negotiate provided in the Native Title Act;

‘Licence Application’ means the application for a Licence under the Petroleum Act being the exploration licence application further described in Schedule 1;

‘Licence Area’ means the land and any waters the subject of a Licence Application as described in Schedule 1 hereto and subsequent to the grant of the Licence the area for the time being the subject of a Licence provided that, where at any time part of such area ceases to be the subject of a Licence, that area thereupon ceases to form part of the Licence Area;

‘Minister’ means the Minister responsible for the issue of a Licence pursuant to, and having responsibility for the administration of, the Petroleum Act;

‘Native Title Act’ means the *Native Title Act 1993* (Commonwealth);

‘Native Title Application’ means the Application for Determination of Native Title filed in the Federal Court of Australia by the Native Title Party and described in Part 1 of Schedule 2;

‘Native Title Claim Group’ has the same meaning as in the Native Title Act;

‘Native Title Party’ has the same meaning as in the Native Title Act and includes all members of the Native Title Claim Group in respect of the Native Title Application;

‘Negotiation Parties’ means the Government Party, the Native Title Party and the Grantee Party, in accordance with section 30A of the Native Title Act in relation to the Licence Application;

‘PEL’ means the exploration licence described in Schedule 1 applied for by the Grantee Party pursuant to the Petroleum Act, as renewed, extended, substituted or varied from time to time;

‘Petroleum’ has the same meaning as in the Petroleum Act and where the term ‘petroleum’ is used herein it shall include each and all constituents thereof;

‘Petroleum Act’ means the *Petroleum Act 2000* (South Australia) as amended or any enactment substituted therefore together with any regulations and subordinate legislative made thereunder;

‘Project’ means all operations proposed or which may be undertaken by the Grantee Party or its contractors relating or incidental to the activities conducted or authorised under a Licence;

‘Registered Native Title Claimants’ has the same meaning as in the Native Title Act; and

‘State’ means the State of South Australia.

- 2.2 A reference to a Minister, Department, authority, body or person, includes the Minister, Department, authority, body or person for the time being performing the function of such Minister, Department, authority, body or person

3. COMMENCEMENT AND TERM

- 3.1 This Deed commences on the Commencement Day.
- 3.2 The operation of sub-clauses 7.1(b), 7.2 and 18.3 are conditional upon the grant of the PEL.

- 3.3 Subject to any provision of this Deed to the contrary, this Deed will terminate on the completion of the Project.
- 3.4 This Deed shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.

4. AUTHORITY TO ENTER INTO DEED

- 4.1 The Native Title Party represents and warrants that all necessary authorisations have been obtained to enter into this Deed and this Deed is valid and binding and enforceable in accordance with its terms against the Native Title Party and all those persons on whose behalf the Native Title Application is made.
- 4.2 The Negotiation Parties all having negotiated in good faith agree, for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Party as are more specifically set out in this Deed, to include the Association as a party to this Deed.
- 4.3 The Association represents and warrants that all necessary actions have been taken in accordance with its constitution and by law to enter into this Deed and this Deed is valid and binding and enforceable in accordance with its terms against the Association.

5. THE LICENCE

- 5.1 The Native Title Party:
 - (a) agrees to the grant of the PEL by the Minister to the Grantee Party pursuant to the Petroleum Act and to the Grantee Party exercising its rights and entitlements and discharging its obligations under the Licence in accordance with and subject to any conditions imposed by:
 - (i) the Petroleum Act;
 - (ii) any Applicable Law; and
 - (iii) this Deed;
 - (b) covenants not to lodge or make any objection to any grant of the PEL to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party is and remains in breach of an Essential Term;

- (c) agrees to the grant of any subsequent Licence and Later Act by the Minister to the Grantee Party in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the Petroleum Act and to the Grantee Party exercising its rights and entitlements and discharging its obligations under any subsequent Licence or Later Act in accordance with and subject to any conditions imposed by:
 - (i) the Petroleum Act;
 - (ii) any Applicable Law; and
 - (iii) this Deed;
- (d) covenants not to lodge or make any objection to any grant of any subsequent Licence or Later Act to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party is and remains in breach of an Essential Term.

5.2 The Negotiation Parties acknowledge that:

- (a) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence or Later Act, and to any work done pursuant to any Licence or Later Act;
- (b) the issue of a Licence or Later Act and any work done pursuant to a Licence or Later Act affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence or Later Act and carrying out work pursuant to the Licence or Later Act;
- (c) subject to sub-paragraph 5.2(e), for the purposes of Section 26D(2)(c) of the Native Title Act, if a Later Act occurs or is done in relation to the Licence Area, Sub-division P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act;
- (d) subject to sub-paragraph 5.2(e) the Negotiation Parties will consent to a determination under section 38 of the Native Title Act that the Licence and any Later Acts may be done;
- (e) the Grantee Party must not before such Later Act is done be in breach of and remain in breach of any Essential Term.

5.3 The Grantee Party covenants with the other Negotiation Parties that it will carry out activities under a Licence on the Licence Area in accordance with:

- (a) the Petroleum Act;
- (b) all Applicable Law;

- (c) the provisions of this Deed; and
- (d) good petroleum industry practice.

6. NATIVE TITLE ACT & PETROLEUM ACT

- 6.1 Each of the Negotiation Parties acknowledge that all Negotiation Parties have negotiated in good faith for the purposes of section 31(1)(b) of the Native Title Act.
- 6.2 The Government Party is authorised to provide a copy of this Deed to:
 - (a) the Minister in accordance with and to satisfy sections 112 and 115 of the Petroleum Act and for inclusion on the public register established pursuant to section 115 of the Petroleum Act; and
 - (b) the South Australian Parliament.

7. PAYMENTS

- 7.1 For better facilitating the administration of this Deed, the Grantee Party will pay to the Association the sum of \$15,000.00 per annum in respect of the PEL provided:
 - (a) the first payment shall be made on the signing of this Deed by the Native Title Party and execution by the Association;
 - (b) thereafter each annual payment shall be made within 7 days following the anniversary of the date of grant of the PEL;
 - (c) where a Licence Area is not entirely located on the Native Title Party's Claimed Land each amount payable under this provision shall be calculated rateably in like proportion as the Claimed Land within the boundary of the total Licence Area bears to the total Licence Area;
 - (d) should the proportion which Claimed Land within the boundary of the total Licence Area bears to a Licence Area change between the anniversary dates of the PEL the amount payable according to this provision will be adjusted and paid, refunded or credited (as the case requires) within seven (7) days following the next anniversary of the date of grant of the PEL; and
 - (e) the maximum payable under this provision is \$75,000.00 for the PEL.
- 7.2 The Grantee Party agrees:
 - (a) to pay from time to time to the Association or to such charitable or other trust fund or funds as may be notified to the Government Party and to the Grantee Party in writing under the Common Seal of the Association in further consideration for the Association entering into

this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and

- (b) the payments the subject of this sub-clause 7.2 shall be effected by the Grantee Party paying those amounts to the State and the State shall accept those payments from the purposes set out in the following sub-clauses of this clause 7.

7.3 The Association hereby requests and directs the State to pay to the Association from time to time the monies received by the State from the Grantee Party in accordance with sub-clause 7.2 and the State agrees so to do.

7.4 Each payment by the State shall be made:

- (a) for and on behalf of the Grantee Party;
- (b) within a reasonable time of receipt of the relevant monies in cleared funds; and
- (c) in full satisfaction and discharge of each respective obligation of the Grantee party arising under sub-clause 7.2.

7.5 Each amount payable by the Grantee Party under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to sub-clause 7.6.

7.6 In the event the method of calculation contained in the Petroleum Act at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of sub-clauses 7.2, 7.3 and 7.4, the Minister may give six (6) calendar months notice in writing to the other parties of the Minister's desire to re-negotiate the method of collection and distribution of monies in terms of this clause 7 in which case the Negotiation Parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.

7.7 The receipt of the Association shall be a full and sufficient discharge to the Minister and to the Grantee Party for any payments made pursuant to this clause 7.

7.8 Nothing in this clause 7 is intended adversely to affect the integrity of the Native Title Application.

7.9 Nothing in this clause is intended to impose on the State a duty to invest any monies collected by the State for distribution to the Association.

7.10 (a) The Native Title Party and the Association acknowledge that the Government Party's and the Grantee Party's obligations under this Deed, including the payments to be made under this clause 7, are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or

loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Party may now or in the future have, or but for this Deed might have had, against the Grantee Party and/or the Government Party and/or their respective employees, officers, agents or contractors in connection with any actual and/or potential extinguishment of, and/or effect or impact on, any native title or claimed native title of the Native Title Party in consequence of or arising out of or in relation to the Licences and the exercise of rights or the discharge of obligations by the Grantee Party under the Licences ("**Compensation Entitlements**").

- (b) The Native Title Party and the Association release the Grantee Party and the Government Party from, and acknowledge that this Deed may be pleaded as an absolute bar against, all such Compensation Entitlements, liabilities, actions, claims or demands.
- (c) The Native Title Party and the Association will not make any application or claim against the Grantee Party or the Government Party or any other person in any court, tribunal, commission or any other competent body, including the National Native Title Tribunal for compensation, restitution, benefits, damages or any other amount (whether to be held in trust under the Native Title Act or otherwise), in connection with any such Compensation Entitlements, liabilities, actions, claims or demands.

8. ABORIGINAL HERITAGE PROTECTION

8.1 The Grantee Party, Native Title Party and Association must comply with the terms of Schedule 4 which provides:

- (a) certain terms and conditions with which the Grantee Party has agreed to abide by in the course of carrying out Petroleum Operations on the Licence Area; and
- (b) the methodology for the identification and protection of Areas of Significance.

8.2 The Grantee Party's obligations under Schedule 4 are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a determination of native title.

9. GOVERNMENT PARTY NOT LIABLE FOR SCHEDULE 4 OBLIGATIONS

The parties other than the Government Party acknowledge that neither the Government Party nor its officers, employees or agents have any obligation or liability whatsoever in connection with the rights and obligations of those other parties under Schedule 4.

10. DEED NOT CONDITION OF GRANT

The provisions of this Deed (other than the obligations of the Grantee Party and of the Government Party contained in clause 7) are not terms of the grant of a Licence under the Petroleum Act.

11. DEED PREVAILS

The Grantee Party, the Native Title Party and the Association acknowledge that the provisions of this Deed prevail over the provisions of Schedule 4 to the extent of any inconsistency.

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

The Grantee Party will comply with the environment protection procedures required by all Applicable Law relevant to its activities in connection with a Licence.

13. NO ACKNOWLEDGEMENT OF NATIVE TITLE

By entering into this Deed the Government Party and the Grantee Party do not acknowledge any concluded position as to the existence or otherwise of native title to any land the subject matter of this Deed.

14. ASSIGNMENT

14.1 The Grantee Party may at its absolute discretion assign, transfer or novate the whole or part of its interests in this Deed.

14.2 If the Grantee Party assigns or transfers the whole or part of an interest in a Licence, the Grantee Party will procure that the party thereby acquiring that interest in the Licence enters into a deed of assumption whereby the incoming party covenants to assume the obligations of the Grantee Party with regard to the other parties, and to be bound by the terms and conditions of this Deed as if it were a party to this Deed to the extent of the interest so acquired by the incoming party.

14.3 Nothing in this Deed obviates any statutory requirement for prior approval of the Minister in relation to any assignment, transfer or novation.

15. NOTICES

15.1 Subject to any other provision of this Deed to the contrary any notice, request, consent, proposal, or other communication must be in writing and signed by the person giving it and shall be addressed as follows:

The Government Party's address: The Minister for Mineral Resources
Development
C/- The Director, Petroleum Group
Level 6, 101 Grenfell Street
Adelaide SA 5000
Facsimile number: (08) 8463 3202

Native Title Party's address: The Dieri People
C/- Camatta Lempens Pty Ltd
First Floor, 345 King William Street
Adelaide SA 5000
Facsimile number: (08) 8410 0566

Grantee Party's address: Eagle Bay Resources NL
C/- The Directors
First Floor, 14 Outram Street
West Perth WA 6005
Facsimile number: (08) 9481 3300

Association's address: Ngayana Dieri Karna (Aboriginal Corporation)
C/- Camatta Lempens Pty Ltd
First Floor, 345 King William Street
Adelaide SA 5000
Facsimile number: (08) 8410 0566

15.2 In the event that any party changes its address for notices that party must advise the other parties in writing within seven (7) days of its new address, and from that time all parties must address any notices to the new address.

15.3 A notice sent by mail will be deemed received by the party to whom it is addressed on the next business day following its posting. Notices transmitted by facsimile are deemed delivered on the day of transmission subject to confirmation of complete transmission.

16. GOVERNING LAW

This Deed is governed by the laws of and applying in the State and each party submits to the non-exclusive jurisdiction of the courts of the Commonwealth of Australia and of the State and courts competent to hear appeals therefrom. The parties agree that any appeals from the courts of the Commonwealth of Australia will be filed in the South Australia District Registry of the Federal Court of Australia.

17. COUNTERPARTS

This Deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

18. GENERAL

18.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.

18.2 The Grantee Party will pay the Native Title Party's legal and other costs and expenses in connection with the preparation and completion of this Deed. The Government Party and the Grantee Party will pay their own legal and other

costs and expenses in connection with the preparation and completion of this Deed, except for stamp duty which will be borne and paid by the Government party.

- 18.3 In consideration of the Native Title Claim Group entering into this agreement the Grantee Party agrees to pay the Association a special non-recurrent payment of \$3,360.00 upon grant of the PEL.
- 18.4 Where any payment to be made by the Grantee Party under this Deed ('**Payment**') constitutes consideration for taxable supply by the Association:
- (a) the amount of the Payment shall be increased by, and the paying party shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10%;
 - (b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates; and
 - (c) unless the Grantee Party issues a recipient created tax invoice in relation to a payment, the additional amount need not be paid unless and until the Association has given the paying party a tax invoice sufficient to enable the paying party to claim any input tax credit to which it may be entitled in respect of the taxable supply.
- 18.5 In this clause 18:
- (a) the expression '*Prevailing GST Rate*' in relation to a particular taxable supply means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and
 - (b) a word which is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* has the same meaning in this clause.
- 18.6 No modification, variation or amendment to this Deed shall be of any force unless in writing and executed by each party. No waiver by a party of any of the provisions of this Deed shall be binding unless made in writing and any such waiver shall relate only to the specific matter, non-compliance or breach in respect of which it is given and shall not apply to any subsequent or other matter, non-compliance or breach.
- 18.7 This Deed shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- 18.8 The Association may appoint an agent to carry out its functions under this Deed. At the request of any other party the Association will provide details in writing of the agent and the scope of their authority.

EXECUTED by the parties as a Deed.

THE COMMON SEAL of the MINISTER
FOR MINERAL RESOURCES
DEVELOPMENT was hereunto affixed in the
presence of

..... LBH
Witness

Name .. LEE .. PITROS ..

Address .. 3/25 .. GILLES ST ..

..... ADELAIDE SA 5000 ..

Occupation PUBLIC SERVANT ..



..... Paul Holloway
The Honourable Paul Holloway,
Minister for Mineral Resources
Development

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said **DAVID MUNGERANIE**)
in the presence of)

.....)
Witness)

Name **STEPHEN KENNY**)
Address **345 KING WILLIAM ST**)
ADELAIDE)
Occupation **SOLICITOR**)

DAVID Mungeranie
.....
(signed)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said **IRENE KEMP**)
in the presence of)

.....)
Witness)

Name **S. KENNY**)
Address **345 King William St**)
Adeelaide)
Occupation **Solicitor**)

Irene Kemp
.....
(signed)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said RHONDA KENNEDY-)
GEPP in the presence of)

.....)
Witness)

Name S. KENNY)
Address 345 KING WILLIAM ST)
ADELAIDE)
Occupation SOLICITOR)

Rhonda Gepp.....
(signed)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said SYLVIA STEWART)
in the presence of)

.....)
Witness)

Name S. KENNY)
Address 345 KING WILLIAM ST)
ADELAIDE)
Occupation SOLICITOR)

S. Stewart.....
(signed)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said **EDWARD LANDERS**)
in the presence of)

.....)
Witness)

Name S. KENNY)
Address)

345 KING WILLIAM ST)
ADELAIDE)
Occupation)
SOLICITOR.)

E. Landers.....
(signed)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Claim Group by the said **NELLIE EDGE**)
in the presence of)

.....)
Witness)

Name S. KENNY)
Address)

345 King W. St)
Adelaide)
Occupation)
Solicitor)

N. Edge.....
(signed)

EXECUTED BY EAGLE BAY)
RESOURCES NL ACN 051 212 429 in)
accordance with section 127(1) of the)
Corporations Act 2001 (Cth):)



Director

Name (printed):

* RICHARD EDWARD DIERMAYER



Director/Secretary

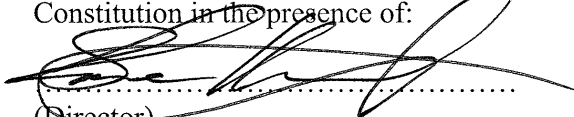
Name (printed):

* ANTHONY RECHNER



**THE COMMON SEAL of NGAYANA
DIERI KARNA
(ABORIGINAL CORPORATION)**

was affixed hereto in accordance with its
Constitution in the presence of:


.....
(Director)

SHANE KEMP
.....
(Print name of Officer)

Irene Kemp
.....
(Director/Secretary)

IRENE KEMP
.....
(Print name of Officer)



Common Seal

**SCHEDULE 1 : THE LICENCE APPLICATION AND MAP OF THE
LICENCE AREA**

PETROLEUM ACT 2000

APPLICATION FOR THE GRANT OF
EXPLORATION PERMIT FOR PETROLEUM
APPLICATION AREA CO2003-A
COOPER BASIN
SOUTH AUSTRALIA

CONFIDENTIAL - Contains PEL Application to:

Director
Petroleum Group
Primary Industries and Resources South Australia
Level 7, 101 Grenfell Street
Adelaide SA 5000
Australia

Phone: National (08) 8463 3204
International +618 8463 3204
Fax: National (08) 8463 4155
International +618 8463 4155
Website www.petroleum.pir.sa.gov.au

The closing date for CO2003-A applications is 4.00pm on Thursday 29th July 2004

Submitted By:

Eagle Bay Resources NL
First Floor
14 Outram Street
West Perth WA 6005

PETROLEUM ACT 2000

APPLICATION FOR GRANT OF EXPLORATION PERMIT FOR PETROLEUM

In response to invitation made in Release of Onshore Petroleum Areas Australia, CO2003-A, closing on 29th July 2004, Application is hereby made by:

EAGLE BAY RESOURCES NL (ACN 051 212 429), a Company duly incorporated under the law and having its registered office at First Floor, 14 Outram Street, West Perth WA, 6005;

for the grant of an Exploration Permit for Petroleum described as CO2003-A. The necessary information required in support of this application is attached together with the application fee.

DATED this 7th day of July, 2004

MADE under the Petroleum Act 2000.

EAGLE BAY RESOURCES NL



A Rechner
CHAIRMAN

CONTENTS

APPLICATION FOR EXPLORATION PERMIT FOR PETROLEUM

- SECTION 1. Application and Plan of the area.
- SECTION 2. Details of technical assessment of the area applied for.
- SECTION 3. Particulars of the minimum work program proposed for each of the five years of the first term of the permit
- SECTION 4. Particulars of Technical Qualifications of the Applicant and its employees.
- SECTION 5. Particulars of the Technical Advice available to the Applicant.
- SECTION 6. Financial Resources available to the applicant.
- SECTION 7. Application Group.

APPENDICES

- Appendix A The Hydrocarbon Potential of Application Area CO2003-A onshore, Cooper Basin, South Australia.

SECTION 1

PETROLEUM ACT 2000

APPLICATION AND PLAN OF THE AREA

CO2003-A: APPLICATION FOR PETROLEUM EXPLORATION LICENCE
Petroleum Act 2000 and Petroleum Regulations 2000

To the Director, Petroleum Group, Department of Primary Industries and Resources South Australia (as authorised delegate to the Minister for Primary Industries and Resources)

Full Name(s) **EAGLE BAY RESOURCES N.L** Participating interest (%)
100%

Business Address **1/14 OUTRAM STREET, WEST PERTH, WA, 6005**

Telephone **(08) 9481 3322** Facsimile **(08) 9481 3330**

Email **ebr@indigo.net.au**

Name of participant who maybe contacted about the application: **EAGLE BAY RESOURCES N.L**

We hereby make application for the grant of a petroleum exploration licence in respect of The **CO2003-A** area. The application area in the Cooper Basin totals 1745 km (431 199 acres).

Our technical qualifications and experience (*in the case of a company, the Directors*), or consultants engaged by us are summarised in the attached report.

In the case of an incorporated body applicant only – A copy of our most recent audited annual financial statement and our expected financial position over the anticipated term of the licence is attached (*include statements for each participant.*)

In the case of personal applicants only – A statement demonstrating my/our expected financial position over the anticipated term of the licence is attached. (*Include statements for each participant.*)

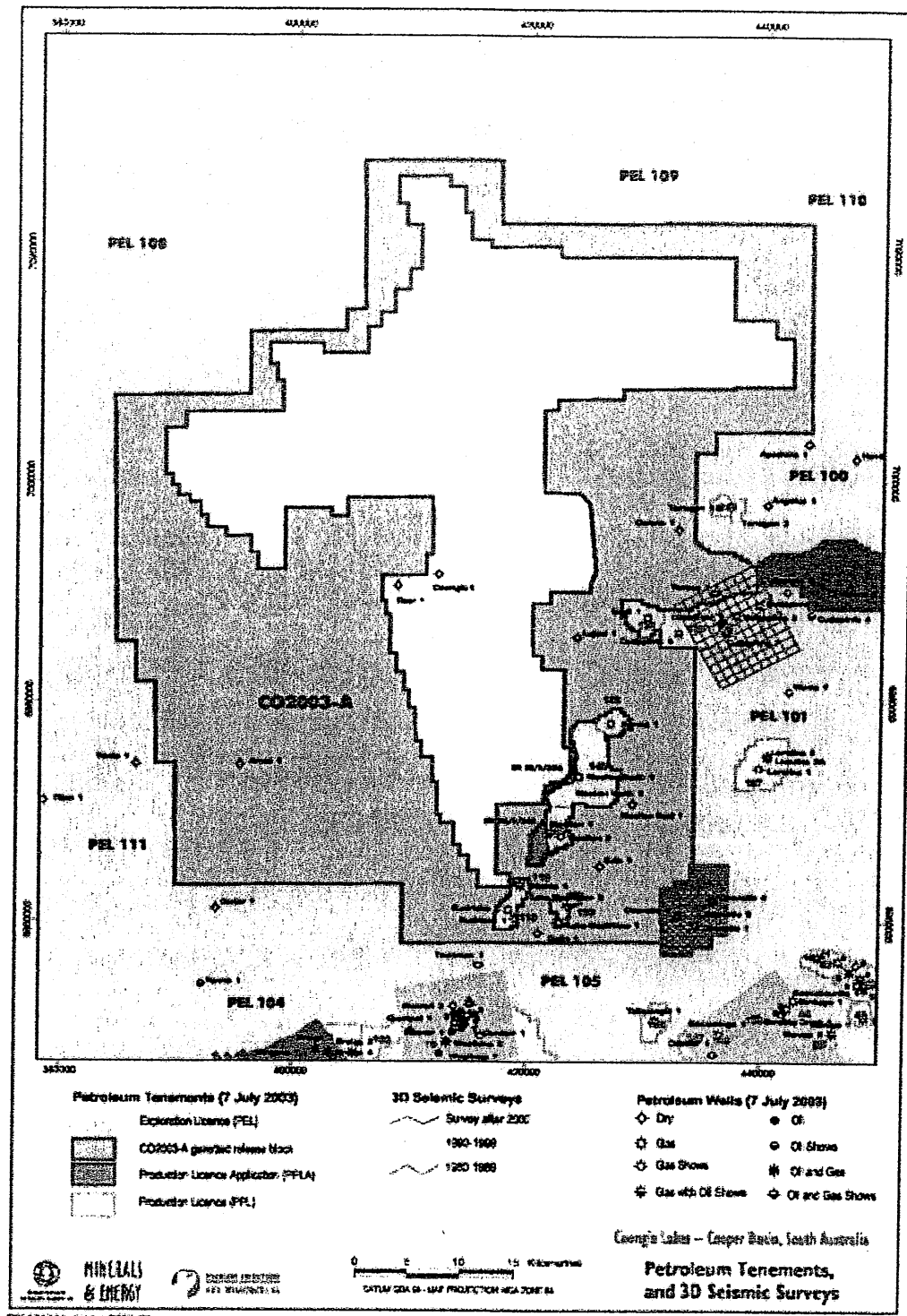
The proposed work program for each of the five years of the initial term of the licence, which includes specific reference to the 'Criteria for assessment of applications' listed above, and a technical report that assesses the prospectivity of the area and how the proposed work program relates to this prospectivity is attached.

The application fee of A\$2736 is attached.

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Signature of applicant(s). Where application is made by a consortium including a company(s), the application must be made under the company(s) seal.

Dated this 7 day of July 2004



SECTION 2

PETROLEUM ACT 2000

DETAILS OF TECHNICAL ASSESSMENT OF THE AREA APPLIED FOR

A report titled "the Hydrocarbon Potential of Application Area CO2003-A, onshore Cooper Basin" by Mr A Rechner forms Appendix A of this application.

This report highlights the 26 Cooper and Eromanga basin leads 5 of which will be drilled in the first year followed by 3 Eromanga wells in year 2 and a further 3 wells in year 3.

The proposed work program reflects a high level of exploration effort required to evaluate the petroleum potential of the area. It is stressed, however, that the proposed work program is the minimum work program and would be exceeded if encouraging results were obtained. The 11 year 1, 2 and 3 wells are firm.

SECTION 3

PETROLEUM ACT 2000

PARTICULARS OF THE MINIMUM WORK PROGRAM
PROPOSED FOR EACH OF THE FIVE YEARS
OF THE FIRST TERM OF THE PERMIT

YEAR 1 WORK PROGRAM

Note: All work in Year 1 is guaranteed (Petroleum Act 2000)

WELLS YEAR 1 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3	Well 4	Well 5
Eromanga	√	√	√	√	√
Cooper	√	√	√	√	√
Warburton					

Cost (A\$'000)

\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

SEISMIC YEAR 1

	Km/km ²	Cost (A\$'000)
2D Seismic		
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 1

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$200	Review the Geology & Geophysics of the Permit
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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YEAR 2 WORK PROGRAM

Entire Year 2 Program: Guaranteed ☐

(You must tick a box) non-guaranteed ☐

WELLS YEAR 2 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga	√	√	√
Cooper			
Warburton			

Cost (A\$'000)	\$1,200	\$1,200	\$1,200

SEISMIC YEAR 2

	Km/km ²	Cost (A\$'000)
2D Seismic	70km	\$350
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 2

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$250	Geological & Geophysical assessment of Jurassic-Cretaceous Targets
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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YEAR 3 WORK PROGRAM

Entire Year 3 Program: Guaranteed ☐

(You must tick a box) non-guaranteed ☐

WELLS YEAR 3 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga	√	√	√
Cooper	√	√	√
Warburton			

Cost (A\$'000)	\$1,500	\$1,500	\$1,500

SEISMIC YEAR 3

	Km/km ²	Cost (A\$'000)
2D Seismic		
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 3

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$250	Geological & Geophysical assessment of Cooper Basin Drill Targets
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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YEAR 4 WORK PROGRAM

Entire Year 4 Program: Guaranteed ☐

(You must tick a box) non-guaranteed ☐

WELLS YEAR 4 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga			
Cooper			
Warburton			

Cost (A\$'000)

SEISMIC YEAR 4

	Km/km ²	Cost (A\$'000)
2D Seismic	200km	\$1000
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 4

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$300	Identify targets to drill in Year 5
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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YEAR 5 WORK PROGRAM

Entire Year 5 Program: Guaranteed ☐

(You must tick a box) non-guaranteed ☐

WELLS YEAR 5 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga	√	√	
Cooper		√	
Warburton			

Cost (A\$'000) :	\$1600	\$1800	

SEISMIC YEAR 5

	Km/km ²	Cost (A\$'000)
2D Seismic		
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 5

	Cost (A\$'000)	Description
Geological & Geophysical Studies	\$200	50% Relinquishment Report
Aeromagnetic Surveys		
Geochemical Surveys		
Other		

COMMENTS

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SECTION 4

PETROLEUM ACT 2000

PARTICULARS OF THE TECHNICAL QUALIFICATIONS OF THE APPLICANT AND ITS EMPLOYEES

Eagle Bay Resources NL has been an active explorer for 18 years in Australia and is the 100% debt free owner of the Uley Graphite Mine in Port Lincoln, South Australia. This mine has had in excess of A\$20M spent on establishing mining and processing facilities and exporting product from the deep water port of Port Lincoln.

For nine years Eagle Bay Resources' wholly owned subsidiary Tarcoola Gold Ltd owned 50% of Combined Resources NL which held interests in petroleum tenements over three producing oil fields in the USA. The Neale field in Louisiana was drilled and produced at the rate of 135 barrels per day. Evaluation work was conducted on the Taylor sands project in Texas to increase "stripper" production. Joint venture development of the Saticoy project was undertaken.

In early 1999 Eagle Bay was the successful applicant for 100% of VIC P41 in the offshore Gippsland Basin. A A\$5.5m well Northright No 1 was drilled 100% by EBR and to this date all other 2 and 3D seismic programs bid have been completed and the permit is in good standing.

In early 2001 EBR was the successful applicant for 100% of VIC P47 in the offshore Gippsland Basin. All work programs have been completed and the permit is in good standing with a A\$4m well, Moby No 1, due to be drilled later this year.

During all of this period petroleum exploration and production was supervised by Mr Tony Rechner, a Director and employee of the Company whose resume is contained in section 5 of this Application.

SECTION 5

PETROLEUM ACT 2000

PARTICULARS OF THE TECHNICAL ADVICE AVAILABLE TO THE APPLICANT

Eagle Bay Resources NL has available to it the services of Anthony Rechner as Chairman and Executive Director on technical matters.

Anthony Rechner, BSc. M AusIMM

Mr Rechner holds a Bachelor of Science degree in Geology and Physics from the University of Adelaide, South Australia. He is a Member of the Australasian Institute of Mining and Metallurgy and a past committee member of PESA, with over thirty five years experience in Australia and overseas working in petroleum search and exploration.

After gaining extensive basin exploration experience in Western Australia he was appointed Seismic Operations Supervisor for West Australian Petroleum (WAPET) and was seconded to Chevron overseas as part of a three man expatriate team in Sudan, Northern Africa, which made a commercial discovery on the 3rd exploration well. Returning to Perth, Mr Rechner established one of WA's largest petroleum exploration consultancies before assuming various management positions in listed Australian Public Companies.

As Chairman and Managing Director of Eagle Bay Resources since foundation 18 years ago, Mr Rechner has with the assistance of one other geological employee and numerous consultants ran the initial exploration program for offshore Victorian Permits VIC P41 and VIC P47 both of which are in good standing. For the last few years BSOC has been the operator of these permits.

The work programs included 2 and 3D seismic surveys and the 100% funding and administration of the offshore well Northright No 1.

Mr Rechner's involvement as Chairman and Managing Director of Windsor Resources NL, Brunswick NL and Geographe Resources Ltd has resulted in these companies evolving from small explorers to major producers at Mount Percy, Galtee More and Chalice respectively. Specialist consultant in the disciplines of:

Petroleum Geology
Geophysics
Drilling Engineering

will be selected and retained by Mr Rechner to assist in the assessment and exploration of the permit.

SECTION 6

PETROLEUM ACT 2000

FINANCIAL RESOURCES AVAILABLE TO THE APPLICANT

A set of audited financial accounts for Eagle Bay Resources NL are attached.

SECTION 7

PETROLEUM ACT 2000

APPLICATION GROUP

Eagle Bay Resources NL

100% (Operator)

The single address for service of notices in respect of the application is:

Eagle Bay Resources NL
First Floor
14 Outram Street
WEST PERTH WA 6005

Attention: Anthony Rechner

**SCHEDULE 2 : PART 1 : THE NATIVE TITLE APPLICATION AND MAP
OF THE CLAIM AREA**

**Dieri Native Title Claim
Federal Court No. SG 6017/98
National Native Title Tribunal No. SC 97/4**



NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SG6017/98 NNTT number: SC97/4
Application name	Dieri Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	21/08/1997
Current stage(s)	Notification Complete, In Mediation
Applicants	David Mungeranie, Irene Kemp, Rhonda Kennedy-Gepp, Sylvia Stewart, Edward Landers, Nellie Edge
Address for service	Stephen Kenny Camatta Lempens Pty Ltd Level 1 345 King William Street ADELAIDE SA 5000 Phone: (08) 8410 0211 Fax: (08) 8410 0566
Persons claiming to hold native title	The Dieri Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area that is the subject of the claim and who:- 1. Are related by means of the principle of descent to the following apical ancestors: 1.1 Ruby Merrick and Tim Maltalinha (also known as Tim Merrick) who are the parents of the sibling set - Martin, Gottlieb, Rebecca, Selma (or Thelma); 1.2 Kuriputhanha (known as 'Queen Annie') mother of Karla-warru (also known as Annie); 1.3 Mary Dixon (born at Killalpaninna) mother of the sibling set - Dear Dear (known as 'Tear'), Jack Garret, George Mungeranie, Joe Shaw, and Henry; 1.4 Bertha mother of the sibling set - Johannes and Susanna 1.5 Walter Kennedy husband of Selma (also known as Thelma) nee Merrick; 1.6 Florrie wife of Martin Merrick, and; 1.7 The man Pinngipana (born at Lake Hope) and the woman Kulibani (born at Kalamarina) who are the parents of Sam Tintibana (or Dindibana Ginjmilina). 2. Dieri principles of incorporation into the group according to traditional law and custom also include: 2.1 being of Aboriginal descent; and; 2.2 having a connection with the claim area in accordance with the traditional law and custom of the Dieri Native Title Claim Group which includes a principle of descent from their ancestors. 3. The Dieri Native Title Claim Group Management Committee (SC97/04) have the authority acknowledged by the Dieri Native Title Claim Group according to the traditional law and custom of the Native Title Claim Group to determine whether a person of Aboriginal descent has a connection to the Dieri lands and waters in accordance with 2.2 above. 4. Note with regard to those named applicants in accordance with 2. and 3. above, that the principle of authority, based on traditional laws and customs, incorporates the potential transfer of this authority to appropriate persons in future generations.

	, 5. This native claim group however specifically excludes all of those people listed as being the applicant group in the particulars of claim filed in the Federal Court matter No. SG66 of 1999 being the Dieri People Angas Warren and Others, whilst those people's names appear as members of that applicant group. PROVIDED HOWEVER that should any person who is eligible to become part of the native title claim group be part of any other native title claim group whose claim overlaps the boundaries of the Dieri claim, and that claim has been registered prior to the registration of this claim, then those persons shall be specifically excluded from this claim group.
Native title rights and interests claimed	A description of the native title rights and interests claimed in relation to particular land or waters (including any activities in exercise of those rights and interests). The native title rights and interests claimed are the rights and interests of the common law holders of native title which arise because of the existence of native title, in particular:- 1. The right to possess, occupy, use and enjoy the claim area; 2. The right to make decisions about the use and enjoyment of the claim area; 3. The right of access to the claim area; 4. The right to control the access of others to the claim area; 5. The right to use and enjoy the resources of the claim area; 6. The right to control the use and enjoyment of others of resources of the claim area (subject to Schedule Q); 7. The right to trade in resources of the claim area; 8. The right to receive a proportion of any resources taken by others from the claim area; 9. The right to maintain and protect places of importance under traditional laws, customs and practices in the claim area; 10. The right to carry out and maintain burials of deceased members of the claim group within the claim area; 11. The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the claim area; 12. The right to inherit and bestow native title rights and interests; 13. The right to conduct ceremonies on the claim area; 14. The right to control the conduct of ceremonies of others on the land; 15. The right to hold, assert and exercise responsibility for the welfare of the country in the claim area; 16. The right to resolve amongst the claimant group any disputes between themselves about land tenure; The native title rights and interest claimed are also subject to the effect of:- (a) all existing non native title rights and interests; (b) all laws of South Australia made in accordance with s19, 22F, 23E or 231 of the Native Title Act: To the extent that these are valid and applicable.
Area	Jurisdiction: South Australia Location: From Maree in the south to Cameron Corner in the east, to Hodden Corner in the north east, following the QLD border to Lake Teetatie, south west to Gypsum Cliff, west to Lake Eyre, south to Marree. Local government region(s): Outback Areas Community Development Trust, Unincorporated Areas - SA ATSIC region(s): Nulla Wimila Kutju Regional Council Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc Approximate size: 87733 sq km (Note: There may be areas within the external boundary of the application that are not claimed.) Land/water and/or sea: Land/Water Area covered by the claim (as detailed in the application): The external boundaries of the area of land and waters covered by the application are described in attached map, marked as Map Schedule C. The area covered by the application is :

That area which is wholly within the State of South Australia, marked in the attached map marked "Map Schedule C", including the land and water inside the marked area commencing at a point on the south western edge of Lake Blanche, approximated as being 29.209750 degrees Latitude South, 139.452709 degrees Longitude East, the boundary then traverses in a north easterly direction to the northern most part of Lake Blanche, approximated as being 29.126964 degrees Latitude South, 139.617362 degrees Longitude East, then proceeds to the centre of Moomba townsite, approximated as being 28.1167 degrees Latitude South, 140.183 degrees Longitude East.

The boundary then proceeds northerly till it intersects with the boundary of Innaminka Regional Reserve, approximated as being 27.677953 degrees Latitude South, 140.183855 degrees Longitude East. The boundary then traverses north westerly, then westerly then northerly, along the said reserve boundary until a north westerly corner of the reserve, approximated as being 26.953639 degrees Latitude South, 139.874364 degrees Longitude East, which is also coincidental with the boundary of SC98/001.

From here the boundary traverses due west, remaining coincidental with the boundary of SC98/001 until a point, approximated as being 26.955466 degrees Latitude South, 139.365983 degrees Longitude East, where it meets the boundary of SC97/003.

The boundary then proceeds in a southwesterly direction through the point, being coincidental with the boundary of SC97/003, approximated as being 27.789322 degrees Latitude South, 138.717957 degrees Longitude East, then proceeds in a west southwesterly direction to The Warburton at the point approximated as being 27.866271 degrees Latitude South, 138.101381 degrees Longitude East, and enters the centre of The Warburton then proceeds in a north westerly then south westerly direction along the centre line of The Warburton to a point approximated as being 27.876385 degrees Latitude South, 137.265386 degrees Longitude East, being coincidental with SC97/003.

The boundary then traverses in a south easterly direction through the following points, being coincidental with the boundary of SC98/002.

Longitude East	Latitude South
137.351613	27.892836
137.384790	27.906602
137.415622	27.928522
137.462797	27.967863
137.513903	28.012450
137.559767	28.059659
137.618736	28.148833
137.673773	28.214401
137.800883	28.329801
137.833991	28.385783
137.852835	28.428418
137.866356	28.471368
137.879877	28.516773
137.897086	28.585492
137.905690	28.655439
137.914295	28.814967
137.915524	28.910684
137.915832	28.957009
137.916984	29.010006
137.917138	29.032861
137.917138	29.040071
137.917129	29.043350
137.917128	29.043356
137.909209	29.094373
137.898822	29.116027
137.889719	29.160058
137.886684	29.194979
137.894271	29.223826
137.900339	29.249637
137.929167	29.269376
137.953442	29.298223
137.971649	29.319479
137.983786	29.345291
137.986821	29.377175
137.993514	29.425451

137.992204	29.463481
138.000066	29.480528
138.018488	29.489255
138.038406	29.536596
138.068750	29.609475
138.108198	29.670207
138.127107	29.695151

From here the boundary proceeds along the centre of Frome River, represented by the following points

Longitude East	Latitude South
138.141576	29.714237
138.172867	29.751682
138.183809	29.761260
138.201909	29.764586
138.210947	29.772915
138.223329	29.776243
138.246264	29.793189
138.276190	29.791639
138.286681	29.786219
138.326677	29.805336
138.339528	29.809530
138.354790	29.800776
138.370987	29.802437
138.381957	29.795351
138.397369	29.794518
138.397710	29.794081

From here the boundary traverses in an east northeasterly direction through the 29.737334 degrees Latitude South, 138.695849 degrees Longitude East, and then north easterly, passing 12 km east of Murnpeowie, through the following points,

Latitude South	Longitude East
138.793263	29.662173
138.930932	29.539460
139.188046	29.291486
139.278436	29.198113
139.368826	29.151426

Being west of the lake system associated with Lake Blanche.

The boundary then proceeds south easterly along the south western boundary of Lake Blanche to the commencement point.

Area of application (geographic extent) - 47,161sq km

BUT EXCLUDING all freehold land, except for freehold land held by or in Trust for Aboriginal people or any freehold land held by the Crown or a Crown instrumentality where native title has not been extinguished.

The areas within the external boundaries that are excluded from the claim area are as follows:

The applicants exclude from the area covered by this application any area over which native title has been extinguished by Common Law or by Statute save and except for those areas of land or waters over which prior extinguishment may be disregarded in accordance with the provision of either s47, s47A or s47B of the Native Title Act (1993) (as amended) (NTA).

In particular the following are excluded:

Category A past acts, as defined in s229 of the NTA including any previous non- exclusive possession Acts which are also a Category A past act; and
Grants or vestings which are "previous exclusive possession acts" (as defined by s23B of the NTA) or "Category A intermediate period acts" (as defined in s232B of the NTA) attributable to the Commonwealth and such grants or vestings which are attributable to the State where the State has made provision as mentioned in s23E and s22F of the NTA in relation to those Acts.

For the avoidance of doubt, the following acts which occurred on or before the 23rd of December 1996, where valid (including because of Division 2 or 2A of Part 2 of the NTA)

	are included or, for present purposes, are to be treated as included in the definition of "previous exclusive possession acts", unless excluded from the definition by subsection 23B(9), (9A), (9B), (9C) or (10). 1. The creation or establishment of : (i) a permanent public work; (ii) a dedicated road; (iii) an act of adverse domination where such an act was: . authorised by valid legislation; or . authorised or required by the creation of a valid Crown grant, vesting or other interest; (iv) an unqualified grant of an estate in fee simple. 2. The grant of:- (i) a schedule interest (see s249C of the NTA) including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and conditions of the lease; (ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249); (iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246); (iv) a lease for the provision of community services or amenities or a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see s249A).
Registration information	<i>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.</i> Date claim entered on Register of Native Title Claims: 25/11/2003 Registration test status: Accepted for registration Registration history: Registered from 22/08/1997 to 05/05/2003. Registered from 25/11/2003.
Attachments	1. Map depicting the External Boundaries of the Claim Area, Attachment C of the Application, 1 page - A3, Attached 07/09/1999.
NNTT contact details	Case manager: Monica Khouri Address: National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000 GPO Box 9973 ADELAIDE SA 5001 Phone: (08) 8306 1230 Freecall 1800 640 501 Fax: (08) 8224 0939 Web page: www.nntt.gov.au

**NATIVE TITLE
DETERMINATION APPLICATION**

**SG6017/98 - SC97/4
Dieri Native Title Claim**

Area of Application (geographic extent)
= 47,161.13 sq km

NOTE: To determine areas subject to claim within the external boundary, reference to the application description is necessary. Map created by: Geospatial Analysis & Mapping Branch, National Native Title Tribunal (27/11/2003)
Application boundary data sourced from & used with the permission of DEH (SA)

Topographic image data is © Commonwealth of Australia and is used under licence from Geoscience Australia
NOTE: Topographic images should be used as a guide only.

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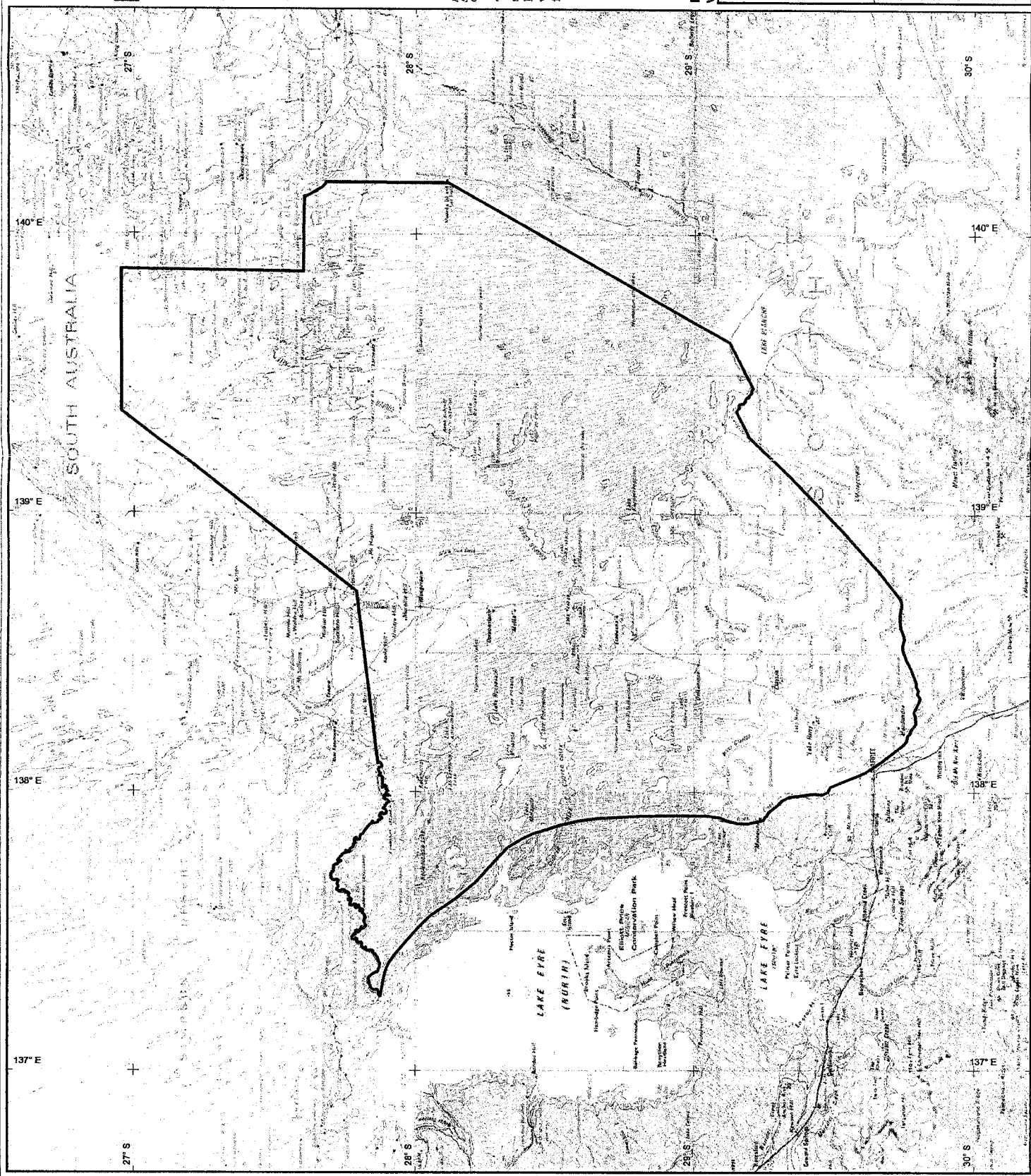
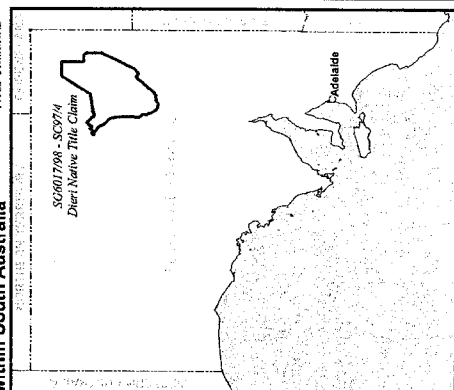
The Registrar, the National Native Title Tribunal and its staff and officers and the Commonwealth, accept no liability and or give no undertakings, guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the map.



Latitude and Longitude based on the Geocentric Datum of Australia 1994
Non Projection



**Location of SC97/4
within South Australia**



SCHEDULE 2 : PART 2 : ASSOCIATION

Ngayana Dieri Karna (Aboriginal Corporation)
C/- Camatta Lempens Pty Ltd, Barristers and Solicitors
First Floor, 345 King William Street
Adelaide SA 5000

CERTIFICATE OF
INCORPORATION OF AN

 **ABORIGINAL**

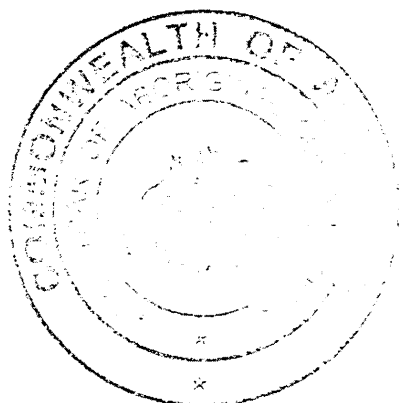
 **ASSOCIATION**

I, *JOE MASTROLEMBO, Acting as*
the Registrar of Aboriginal Corporations, pursuant to
paragraph 45 (1) (a) of the Act, hereby certify that

NGAYANA DIERI KARNA ABORIGINAL CORPORATION

has this day been incorporated under the Act

Dated this *19th* day of *October*, 2001 .



g. mastrolemba
Acting Registrar

SCHEDULE 3 : PAYMENTS TO THE ASSOCIATION

PURSUANT TO CLAUSE 7 IN RESPECT OF PETROLEUM OPERATIONS UNDER A PETROLEUM PRODUCTION LICENCE

Production Payments

1. Tax Invoice for GST component

Contemporaneously with provision to the Minister of the return required by section 43(4) of the Petroleum Act the Grantee Party shall provide to the Association a draft form of tax invoice containing sufficient particulars to enable the Association to deliver an accurate tax invoice to the Grantee Party for the purposes of this provision.

2. Payment by Grantee Party to State

The Grantee Party shall, upon receipt of an invoice, which if the Association is making a taxable supply, must also be a tax invoice or must be accompanied by a tax invoice from the Association, pay to the State and the State shall deposit into a trust account maintained by the State for the benefit of the Association in respect of the production of all Petroleum from the Claimed Land and pursuant to a Licence, as a component of the consideration, 1% of the value at the wellhead of Petroleum produced and sold.

3. Calculations to follow Petroleum Act

Value at the wellhead of Petroleum produced and sold is to be calculated in the same way that 'value at the wellhead of Petroleum' is calculated pursuant to section 43(8) of the Petroleum Act (as at the date hereof) where the sale price is bona fide and to an arms length purchaser PROVIDED that the 'Guidelines for Payment of Royalty and Provision of Information' issued by the Department of Primary Industries and Resources of South Australia from time to time (a copy of the current version of which is annexed to this Schedule 3) shall be applied *mutatis mutandis* as if the reference to the royalty rate of 10% therein were a reference to 1%.

In calculating the value of Petroleum at the wellhead the Production Payment shall not be treated as a deduction or outgoing to any extent.

4. Goods and Services Tax

4.1 Acknowledgment

The parties acknowledge that the payments referred to in clause 7 of the Deed and in this Schedule 3 have been calculated on a GST exclusive basis.

4.2 GST Gross-Up

Where any payment to be made the Grantee Party under clause 7 and in this Schedule 3 of this Deed ('**Payment**') constitutes consideration for a taxable supply by the Association:

- (a) the amount of the Payment shall be increased by, and the Grantee Party shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate;
- (b) the Grantee Party must pay that additional amount at the same time and in the same manner as the Payment to which it relates; and
- (c) unless the Grantee Party issues a recipient created tax invoice in relation to a Payment the Grantee Party need not pay the additional amount unless and until the Association has given the Grantee Party a tax invoice sufficient to enable the Grantee Party to claim any input tax credit to which it may be entitled in respect of the taxable supply.

4.3 Interpretation

- (a) In this clause, the expression 'Prevailing GST rate', in relation to a particular taxable supply, means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and
- (b) A word or expression used in this clause which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) has the same meaning in this clause.

**Guidelines for Payment of Royalty and Provision of Information issued by the
Department of Primary Industries and Resources of South Australia.**

PETROLEUM ACT 2000

PRODUCTION LICENCE

**GUIDELINES FOR PAYMENT OF ROYALTY
AND PROVISION OF INFORMATION**

(1) Payment of Royalty

The Licensee shall pay royalty in respect of all regulated substance (substance) recovered from Production Licence other than a substance described in Section 43(3)(a) of the *Petroleum Act 2000* ("The Act").

(2) Calculation of Royalty

The Licensee shall pay royalty at a rate of ten (10) percentum of the value at the wellhead of the substance which shall be an amount calculated by taking the amount that could reasonably be realised on sale of the substance to a genuine purchaser at arms length from the Producer (excluding any Goods and Services Tax (GST) component) ('arms length sales value') (as defined in clause (3)(a)(i)) and subtracting therefrom all reasonable expenses reasonably incurred by the Producer (all excluding any GST component) in treating, processing or refining the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, which expenses shall be the following sums:

- (a) a sum calculated by writing off on a straight line basis together with interest on the written down value at the rate provided in clause (3)(c), over a period of ten (10) years commencing from the month the expense was incurred (or such lesser period as may be determined as being the life of the field) the actual capital expenses incurred by the Producer in respect of all plant used for the purposes of treating, processing or refining of the substance prior to delivery (but not upstream of the wellhead) or in transporting the substance to the point of delivery to the purchaser provided however that if any item of such plant is sold prior to being fully depreciated, the amount obtained upon such sale shall be deducted from the written down value of such item for the purposes of calculating the deduction, but not so as to reduce the written down value below zero;
- (b) a sum being expenses actually incurred by the Producer in respect of persons not employed on site by the Producer but whose employment functions directly relate to relevant treating, processing or refining of the substance prior to delivery (but not upstream of the wellhead) or in transporting the substance to the point of delivery to the purchaser;

- (c) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer or some one or more of them in respect of operating costs related to treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, including but not limited to the amount of any licence fees payable in respect of any production licence, associated facilities licence or pipeline licence, provided however that:
 - (i) the amount of such deduction will be reduced by the amount obtained upon the sale of any item of plant which has not been depreciated or which has been fully depreciated, but not so as to reduce the deduction below zero,
 - (ii) if any such expenses are incurred pursuant to any agreement which is not *bona fide* or arms length, such expenses (or part thereof) shall not be deducted, and
 - (iii) any expenses allowed as a deduction under clause 2(c) shall not include any expenditure provided for in clause (2)(a) or (2)(b) or (2)(d),
- (d) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer pursuant to a *bona fide* arms length agreement to lease any plant used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser provided however that any such expenses in any one calendar year which is in excess of:-
 - (A) in the calendar year 200.. – the sum of \$.....; or
 - (B) in all subsequent calendar years, the sum of \$..... increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) for the City of Adelaide (“CPI”) from the CPI in the calendar year 200.. to the CPI in the relevant year

shall not be deductible,

- (e) a sum being the actual expenses (other than expenses upstream of the wellhead) incurred by the Producer in rehabilitating the ground surface and site of plant and the actual expenses incurred in dismantling, removing or abandoning of such plant less any salvage obtained thereon where such plant is used for the purposes of treating processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser and the actual expenses incurred in rehabilitating the ground surface and site of a well of the type described in clause (3)(b) and the actual expenses incurred in abandoning such well but not including any costs incurred as a result of the loss of control of any well.

(3) Further provisions regarding calculation of Royalty

- (a) For the purposes of clause (2):-

- (i) in each month the arms length sales value of the substance means the value of the actual sales in respect of the substance described in clause (1) in that month provided however that if any substance is not supplied to a *bona fide* arms length purchaser, not sold for full market value, or returned to a natural reservoir for later production, destroyed, dissipated or used by the Producer not in accordance with Section 43(3) of the Act, the gross sales value of such substance shall be the amount which would have been received in respect of such substance from a *bona fide* arms length purchaser for full market value;
- (ii) the term “plant” includes but is not limited to:
 - (A) any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or refining of the substance prior to the delivery or in transporting the substance to the point of delivery to the purchaser; or
 - (B) any pipeline;and
- (iii) “wellhead” means the casing head and includes any casing hanger or spool, or tubing hanger, and any flow control equipment up to and including the wing valves.

(b) Non Producing Wells

The capital expenditure referred to in clause (2)(a) may include the actual capital expenditure incurred by the Producer in respect of wells used solely for the purpose of assisting or enhancing the recovery of the substance from other wells or for the purposes of storing the substance or for the recovery or disposal of water used in connection with treating processing or refining of the substance prior to delivery or for any similar purpose other than the production of the substance and may also include the actual capital expenditure incurred by the Producer in converting a well used for the production of the substance to a well used for such other purposes.

(c) Interest Rate

For the purpose of clause (2)(a) the interest rate shall be one half of the long term Australian Government Bond Rate for bonds of a 10 year term as published at the end of the month in which the capital expenditure was made. If no such rate is in existence or published at the end of such period then the interest rate for the purposes of clause (2)(a) shall be one half of the average of the long term Australian Government Bond Rate for bonds of a 10 year term prevailing during the period of 5 years preceding the date on which such rate ceased to exist or be published.

(d) Apportionment of Expenses

Where an item of plant is used partly for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, and partly for some other purpose, the amount of the deduction (whether for capital or operating expenditure) which shall be allowed shall not include the proportion of the actual capital or operating expenditure applicable to that other purpose.

(e) Sale of Plant

Notwithstanding the provisions of clause (2), if an item of plant is sold by a Producer ("the first Producer") to another Producer, or to a company that becomes a successor or assign of the first Producer ("the second Producer"), the second Producer may only depreciate the plant to the extent to which the first Producer was, immediately before the time of sale, entitled to depreciate the plant.

(f) Take or Pay

For the purposes of this clause and of calculating the gross sales value of the substance, where the Producer enters into an agreement commonly known as a take or pay agreement, any payment received by the Producer in respect of petroleum which has been paid for but not been taken shall be treated as part of the gross sales value of the substance at the time of receipt of payment by such Producer and not at any other time.

(g) Tolling

- (i) If the Producer receives any revenue from the use of any plant downstream of the wellhead used for treating processing or refining the substance sourced from anywhere within the area from time to time comprised in Exploration Licence ... or any Production Licence issued from an area which was comprised in Exploration Licence ... immediately prior to the time such Production Licence was issued, or in transporting such substance to the point of delivery to the purchaser such revenue shall be deemed to be part of the *bona fide* sales value of the substance to the intent that royalty shall be payable thereon.
- (ii) Any sums, being sums deemed under clause (3)(g)(i) to be part of the *bona fide* value of the substances, paid by the Producer in respect of the use of such plant for treating processing or refining such substance or in transporting such substance to the point of delivery to the purchaser shall be deemed to be an expense under clause (2)(c).
- (iii) If any such plant is used for treating processing or refining of the substance sourced from outside of the areas referred to in clause (3)(g)(i) or in transporting such substance to the point of delivery to the purchaser any amounts which may be claimed as deductions under this clause (whether such deductions be by way of operating expenditure or capital expenditure) in respect of such plant shall be reduced by the

proportion which would be obtained by the method of apportioning costs used by the Producer to ascertain the tolling fee, but any revenue received by the Producer for the use of such plant for the treating, processing or refining of such substance prior to delivery or in transporting the substance to the point of delivery to the purchaser shall not be deemed to part of the gross sales value of the substance.

(4) Royalty Returns

- (a) Not later than thirty (30) days after the conclusion of each calendar month the Licensee will calculate and notify to the Minister the royalty, calculated by taking the *bona fide* sales value of the substance sold in that month, and deducting therefrom the most recent estimated monthly expenditure provided under clause (4)(c), payable by each Licensee. The Licensee shall with each such notification provide the Minister with a statement, in a form approved by the Minister, advising of the quantity of the substance sold and the amount realised upon such sale during the last preceding month, together with such other information as the Minister may require.
- (b) The Licensees shall not later than thirty (30) days after the conclusion of each calendar month pay to the Minister the amount of royalty specified in the notice referred to in clause (4)(a) as payable.
- (c) On or before each 15th March (in respect of the next succeeding twelve (12) month period commencing 1st July), the Licensee shall *bona fide* estimate the sales volume of the substance, the sales value of the substance, the allowable deductions apportioned between capital and operational deductions and hence calculate the estimated royalty payable for the next succeeding twelve (12) month period and shall provide the Minister with such estimates, together with the apportionment thereof on a monthly basis. A review of such forecast will be required if significant change to the forecast is evident. The Licensee will be required to provide a bona fide forecast as necessary for up to a period of 5 financial years including detail as referred to above but excluding a monthly apportionment for all but the proceeding twelve (12) month period.
- (d) Not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 30 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.
- (e) The Licensee shall not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June pay to the Minister the

additional royalty calculated in accordance with the reconciliation referred to in clause 4(d) as payable by the Licensee.

- (f) The Licensee shall at its cost cause the royalty calculation reconciliations submitted by the Licensee to be audited by the auditor appointed by the Licensee to audit its own accounts (provided that such auditor must be a duly registered auditor in Australia) and the Licensee shall forward a copy of the auditor's report in respect of a particular reconciliation within 3 months of the receipt of such reconciliation by the Minister, such report to be accompanied by a certificate by the auditor that the reconciliation is in accordance with these guidelines.
- (g) The Minister shall in accordance with Section 43(8) of the Act assess the value at the wellhead of the substance produced by the Licensees and may require the Licensee to pay within 30 days of the date of notice of such assessment the additional royalty determined by the Minister as payable.

SCHEDULE 4 : ABORIGINAL HERITAGE PROTECTION

SCHEDULE 4
ABORIGINAL HERITAGE PROTECTION

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SCHEDULE 4

ABORIGINAL HERITAGE PROTECTION

1. INTERPRETATION AND OTHER MATTERS

- 1.1 The definitions and rules of interpretation contained in clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.
- 1.2 Unless the contrary intention appears in this Schedule a reference to the Grantee Party includes the employees, servants, agents, contractors and sub-contractors of the Grantee Party engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Grantee Party shall, where the Grantee Party has engaged an agent, contractor or sub-contractor to undertake any activity which the Grantee Party is required or authorised to undertake under this Schedule, be construed as an obligation or duty upon the Grantee Party to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.
- 1.3 The items in this Schedule shall prevail over any inconsistent provisions in any Annexure to this Schedule.

2. DEFINITIONS

In this Schedule unless the context otherwise requires the following words and expressions shall have the following meanings:

‘Aboriginal Record’	has the same meaning as prescribed in the <i>Aboriginal Heritage Act 1988</i> (South Australia);
‘Areas of Significance’	means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Party of those areas and includes any ‘Aboriginal site’ as defined by the <i>Aboriginal Heritage Act 1988</i> (South Australia) and any ‘significant Aboriginal areas’ as defined in the <i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984</i> (Commonwealth)
‘Budget’	means a financial plan agreed for the conduct of an inspection and Clearance in accordance with item 12;
‘Clearance’	means the agreed procedure for the inspection and clearance of land as described in items 9, 10 and 11 and Annexure A, for the purpose set out in item 9.2 and ‘clear’ , ‘cleared’ and ‘clearing’ have corresponding meaning;

‘Deed’	means the Deed to which this Schedule is attached;
‘Environment’	means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects; and environmental has a corresponding meaning;
‘Essential Term’	has the same meaning as in the Deed;
‘Operational Area’	means any part of the Licence Area upon which from time to time under the terms of this Schedule the Grantee Party proposes to carry out Petroleum Operations;
‘Petroleum Operations’	means operations carried out pursuant to, or for the purpose of giving effect to, a Licence and includes accessing Operational Areas, seismic surveying, drilling, geological, geophysical and other exploration activities, and the development, production, gathering, separating, pressure maintenance, dehydrating, heating, treating, processing, handling, transportation, fractionation, storage and distribution and marketing of Petroleum produced or to be produced from the Licence Area, including the design, capacity, installation, operation, maintenance, repair and replacement of all facilities required;
‘Project’	means all operations proposed or which may be undertaken by the Grantee Party or its contractors relating or incidental to the activities conducted or authorised under a Licence;
‘Report’	means a written report about a Clearance provided by the Native Title Party to the Grantee Party as described in item 11;
‘Work Area Clearance Group’	means the persons referred to in item 10;
‘Seismic Line Access Corridor’	means a corridor of up to 500 metres on each side of a proposed or existing seismic line or access road, or as otherwise agreed between the parties and which has been inspected and cleared in accordance with items 9, 10, and 11 and Annexure A;

‘Specialist’	means an anthropologist or archaeologist or both, as appropriate;
‘Transfer’	means to sell, assign, transfer, convey or otherwise dispose of and ‘transfer’ , ‘transferred’ and ‘transferring’ have corresponding meanings;
‘Work Programme’	means a detailed description of proposed work on an Operational Area by the Grantee Party;
‘Work Site’	means any camp site or other living area, air strip, water bore site, drill site or other location for Petroleum Operations activity in the Licence Area which the Grantee Party proposes pursuant to the terms of this Schedule to locate in an Operational Area and includes any other area in the Licence Area in which the Grantee Party proposes to carry out Petroleum Operations.

3. UNDERTAKINGS BY THE GRANTEE PARTY

The Grantee Party undertakes:

- (a) to grant to the Native Title Party the rights and privileges as set out in this Schedule; and
- (b) subject to compliance on the part of the Native Title Party and the Association with their respective obligations hereunder, the Grantee Party will comply with the terms and conditions on the Grantee Party’s part herein contained and shall make payments in accordance with this Schedule to the Association of the amounts to which the Association is entitled from time to time as provided in this Schedule 4.

4. RECONNAISSANCE SURVEYS OF LICENCE AREA BY THE GRANTEE PARTY

- 4.1 The parties acknowledge that prior to the date of execution of the Deed the Grantee Party has awaited grant of a Licence and except as otherwise disclosed in writing by the Grantee Party, has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for Petroleum Operations on the Licence Area (**‘Reconnaissance Surveys’**).
- 4.2 Notwithstanding the provisions of this Schedule relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order efficiently to carry out the purposes of this Schedule, it may be necessary for the Grantee Party to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in

items 9, 10 and 11 and Annexure A hereof do not apply to Reconnaissance Surveys where:

- (a) the Grantee Party is conducting the Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under item 8 hereof; or
- (b) the Association has consented to activities following a preliminary consultation convened with a representative of the Native Title Party for the purpose of the Grantee Party explaining to the Native Title Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably or capriciously withheld).

5. LAND ACCESS AND OCCUPATION

- 5.1 The Native Title Party and the Association acknowledge the grant to the Grantee Party of a Licence in respect of the Licence Area authorises the Grantee Party, its contactors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.
- 5.2 The Association may object in writing upon reasonable grounds to a person having access to the Licence Area and Grantee Party shall ensure that, as far as is possible within its power, such person or persons shall not enter upon the Licence Area.

6. IDENTIFICATION

- 6.1 The Grantee Party shall notify the Association of the name of the representative of the Grantee Party responsible for Petroleum Operations from time to time on the Licence Area, such notice be given fourteen (14) days in advance in writing where practicable.
- 6.2 The Grantee Party shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with items 9, 10 and 11 and Annexure A of this Schedule and to comply with all conditions consistent with this Schedule.

7. PETROLEUM OPERATIONS

The Grantee Party shall at all times upon the Licence Area:

- (a) comply with the provisions of the Petroleum Act and any Licence granted to the Grantee Party thereunder;
- (b) comply with the environment protection procedures required by all Applicable Laws relevant to its Petroleum Operations;

- (c) conduct itself in accordance with good and accepted petroleum industry practice standards;
- (d) ensure that as far as is reasonably practical its Petroleum Operations cause minimum disturbance to the Licence Area; and
- (e) use good and accepted petroleum industry practice to avoid oil spills or blowouts.

8. NOTIFICATION OF OPERATIONS

8.1 Subject to the provisions of items 9, 10 and 11 and Annexure A hereof, the Grantee Party shall provide the Association at least sixty-eight (68) days in advance of Petroleum Operations being conducted in an Operational Area by written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of the Grantee Party's proposed work programme, namely:

- (a) the proposed location of seismic lines and access roads;
- (b) the proposed approximate location of Work Sites;
- (c) the proposed method of seismic operations (specifically whether two or three dimensional seismic operations over specific areas) and other consequential operations, including exploration drilling and testing and the proposed construction or use of access roads in such operations;
- (d) the major items of equipment proposed to be used;
- (e) the location of any proposed earthworks for the disposal of any waste material arising out of Petroleum Operations;
- (f) the location of any proposed earthworks for minimising environmental disturbance or pollution, including oil spills and blowouts;
- (g) the proposed site and nature of any buildings or structures (including pipelines and associated facilities); and
- (h) any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.

8.2 Prior to the expiration of fourteen (14) days (or such other period as the parties agree) after the Grantee Party has requested a Clearance and provided the particulars of its proposed work programme in accordance with the preceding paragraph of this item 8, the Grantee Party and the Association by their

respective representatives and advisors, shall meet. The purpose of such meeting shall be:

- (a) to discuss the proposed work programme and its practical implementation including matters such as access to existing tracks, topography, the work programme envisaged (including disturbance to the physical environment) and the major items of equipment to be used;
- (b) to identify aspects of the proposed work programme and proposed Clearance where efficiencies can be implemented; and
- (c) to discuss arrangements for preliminary access by the Grantee Party for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment; and
- (d) to plan for managing emergencies in the field.

8.3 If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to item 8.1 hereof, the Association may, prior to the proposed commencement of Petroleum Operations, request the Grantee Party to provide and the Grantee Party shall provide, reasonable further particulars of such proposed Petroleum Operations.

8.4 The Association may object to the proposed Petroleum Operations referred to in item 8.1 provided:

- (a) the objection is made in writing within fourteen (14) days of receipt of the work programme; and
- (b) the matter objected to is likely to have a material adverse impact or cause substantial disturbance to native title rights and interests in the Licence Area.

8.5 In the event that the Association has a specific objection to any part of the particulars of the proposed Petroleum Operations supplied by the Grantee Party under item 8.1, or to any substantial change therein of which notice has been given under item 8.8:

- (a) the Association shall refer such objection for resolution pursuant to item 24 within fourteen (14) days of being supplied with such particulars or given such notice;
- (b) that part of the existing, intensified or changed operational programme to which objection is taken shall not commence until the objection is resolved pursuant to item 24;

- (c) provided always that objection may only be taken where the matter objected to is likely to have a material adverse impact upon or cause substantial disturbance to native title rights in the Licence Area; and
 - (d) if no such specific objection is raised within the said fourteen day period by the Association, the Grantee Party may proceed on the basis that the particulars provided by the Grantee Party pursuant to this item 8 constitute the details of the work programme for its Petroleum Operations.
- 8.6 Where the Association receives a request for Clearance pursuant to item 8.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work programme is substantially similar to the current request) in accordance with the terms and conditions of this Schedule, the Association shall by notice in writing within two (2) weeks of the request notify the Grantee Party that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Schedule and subject to any conditions applicable to that Clearance.
- 8.7 There can be no material modification or alteration of any part of a work programme without the written consent of the Association. For this purpose, **'material modification or alteration'** means a modification or alteration:
 - (a) of any Operational Area other than a reduction in the size of that area; or
 - (b) of any Petroleum Operations to be carried out at an Operational Area which is reasonably likely to result in a substantially greater environmental impact than that arising from the existing work programme.
- 8.8 The Grantee Party shall give notice to the Association if the Grantee Party at any time proposes to implement a material modification or alteration. Where the Grantee Party gives such notice after obtaining a Clearance the parties shall proceed in accordance with item 11.6.
- 8.9 Subject to the *Aboriginal Heritage Act 1988* (South Australia), where the Grantee Party has duly complied with the processes required of it:
 - (a) pursuant to item 8.1, and no Clearance is conducted within sixty-eight (68) days (or such later time as the parties in writing agree); or
 - (b) pursuant to item 8.8 for the circumstances set out in sub-item 11.6(b), and no Clearance is conducted within fourteen (14) days (or such later time as the parties in writing agree); or

- (c) pursuant to item 8.8 for the circumstances set out in sub-item 11.6(c) , and no Clearance is conducted within two (2) days (or such later time as the parties in writing agree),

then it is acknowledged the Grantee Party shall be at liberty to proceed with its Petroleum Operations at its risk.

9. INSPECTION AND CLEARANCE

- 9.1 The parties shall conduct all activities under this item in accordance with Annexures A and B.
- 9.2 The parties acknowledge that this Schedule is made for the purpose, inter alia, of providing a Clearance as a workable and effective arrangement to avoid disturbance to Areas of Significance and thereby avoid disputes between them.
- 9.3 The Grantee Party will nominate a representative to assist the Work Area Clearance Group for the duration of the Clearance, the Grantee Party's representative shall:
 - (a) be responsible for identifying the location of proposed seismic lines, access roads and other areas of proposed activity; and
 - (b) where possible, for relocating these where, upon advice from the Work Area Clearance Group, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and
 - (c) have authority to agree any conditions with the Work Area Clearance Group so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to item 11 hereof.
- 9.4 The Grantee Party's representative shall accompany the Work Area Clearance Group when required to do so subject to the Work Area Clearance Group's ability to exclude the Grantee Party's representative from its internal discussions and deliberations in the field.
- 9.5 In the event that a proposed Operational Area is not cleared by the Work Area Clearance Group the Specialist shall advise the Grantee Party's representative to that effect and the Grantee Party's representative may propose alternative Operational Areas during the course of the Clearance provided that:
 - (a) any such alternative Operational Areas do not constitute a material modification or alteration to the work programme referred to in item 8.8; and
 - (b) in undertaking any clearance of alternative Operational Areas the Work Area Clearance Group is not required to remain in the field for any additional period of time beyond two (2) days, unless agreed otherwise.

- 9.6 Subject to the *Aboriginal Heritage Act 1988* (South Australia) the Grantee Party shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by the Association pursuant to this Schedule in which case neither the Native Title Party nor the Association shall complain that Petroleum Operations conducted in accordance with items 8, 9, 10 and 11 hereof interfered with any Areas of Significance. The Grantee Party shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.
- 9.7 The Grantee Party will:
- (a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with items 9, 10 and 11 and Annexure A hereof;
 - (b) comply with the conditions of the Clearance (as referred to in item 9 hereof); and
 - (c) instruct its contractors, its employees, agent and visitors accordingly in relation to its obligations under sub-paragraphs (a) and (b) hereof.
- 9.8 A Work Area Clearance Group may re-visit an Area of Significance the subject of an earlier Report, for the purpose of ensuring that the Area of Significance has been avoided by the Grantee Party, and:
- (a) where the primary purpose of the visit to the general locality by the Work Area Clearance Group is for the purpose of conducting a further Clearance for the Grantee Party, then if so requested at the time of negotiating a Budget for that further Clearance, allowance shall be made by the Grantee Party in that Budget to enable no less than two (2) members of the Work Area Clearance Group together with up to two (2) Specialists to re-visit the Area of Significance with no less than two (2) vehicles;
 - (b) where requested at the time of negotiating a Budget for a first clearance, allowance shall be made by the Grantee Party in that Budget to enable no less than two (2) members of the Work Area Clearance Group and one (1) Specialist and one (1) field assistant to re-visit the Area of Significance with no less than two (2) vehicles in the event no further Clearance in the general locality of the Area of Significance takes place for a period of six (6) months after the first Clearance;
 - (c) in the event of any damage, disturbance or interference to such an Area of Significance by the Grantee Party being established, both the Native Title Party and the Association agree to work with the Grantee Party to:
 - (i) rectify as far as is reasonably practicable any damage done by the Grantee Party; and

- (ii) prevent the recurrence of any such damage, disturbance or interference with Areas of Significance.

10. WORK AREA CLEARANCE GROUP

10.1 At the cost of the Grantee Party in accordance with a Budget, the Native Title Party and the Association will identify and the Association will organise the members of a Work Area Clearance Group for the purposes of this item 10 and Annexure A and will ensure that the Work Area Clearance Group is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed work programme in accordance with Annexure A.

10.2 Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Work Area Clearance Group shall be to:

- (a) determine whether the seismic lines, access roads or work sites or any other activities described in the work programme are likely to disturb, damage, or interfere with Areas of Significance;
- (b) give advance warning to the Grantee Party's representative nominated to assist the Work Area Clearance Group to enable the Grantee Party's representative to relocate parts of seismic lines, access roads or Work sites or any other activities described in the work programme, in order to avoid and protect Areas of Significance;
- (c) show reasonable diligence in preparing for and carrying out such work while Grantee Party meets its obligations pursuant to this Schedule; and
- (d) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Grantee Party's Petroleum Operations.

10.3 Work Area Clearance Group Composition

The Work Area Clearance Group will comprise:

- (a) up to two (2) qualified Specialists of appropriate gender to be engaged by the Association with the concurrence of the Grantee Party (which concurrence will not be unreasonably withheld); and
- (b) the number of persons required to ensure that integrity of the Clearance up to a maximum of eight (8) persons consisting of such numbers of men and women as thought by the Native Title Party and the Association to be appropriate in accordance with Aboriginal culture and tradition.

10.4 The Native Title Party and the Association acknowledge that in most areas up to four (4) persons will be sufficient to ensure the integrity of the Clearance, however they reserve the right to include up to a maximum of eight (8) people

in the event that they believe it is necessary and appropriate to do so. The Association agrees to consult with the Grantee Party about the number of persons to be included in a Work Area Clearance Group not later than the start of negotiations for setting a budget in accordance with item 12.

11. REPORTS

- 11.1 The Association must promptly notify the Grantee Party upon completion of a Clearance and as soon as practicable but no later than fourteen (14) days after the completion of the Clearance, the Native Title Party and the Association must provide a Report (through a Specialist) to the Grantee Party.
- 11.2 The Report must:
 - (a) identify those parts of the Operational Area which are given Clearance by the Native Title Party or denied Clearance by the Native Title Party or given conditional Clearance by the Native Title Party;
 - (b) identify any alternative Operational Areas for which Clearance is given in accordance with the requirements set out in items 9.5 and 10.2(b);
 - (c) describe any conditions on which the Native Title Party has provided the clearance so as to minimise the impact of Petroleum Operations to Areas of Significance; and
 - (d) be signed by the Specialists.
- 11.3 Nothing in this Schedule compels the Native Title Party nor any member of the Work Area Clearance Group or the Association to disclose to the Grantee Party or to the the Grantee Party's representative the location of Areas of Significance, or any Cultural Confidences whatsoever with respect to the Licence Area.
- 11.4 The Native Title Party and the Association shall ensure that any Aboriginal persons accompanying the Work Area Clearance Group shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.
- 11.5 In the event that the Work Area Clearance Group determines it is necessary to deviate any proposed seismic line or access road, such deviation shall be made as small as possible and any deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site shall be minimised so far as possible.
- 11.6 In the event that the Grantee Party has obtained a Clearance pursuant to this Schedule and subsequent events cause the Grantee Party to require any

material modification or alteration (as defined in item 8.7) to any part of the programme of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:

- (a) the Grantee Party shall notify the Association as soon as practicable and request that the Work Area Clearance Group inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of this Schedule;
- (b) in such cases (other than circumstances set out in the next subparagraph of this paragraph) the Native Title Party and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Grantee Party in writing of its consent to such material modification or alteration or ensuring the commencement by a Work Area Clearance Group of the inspection for Clearance of those areas as requested by Grantee Party; and
- (c) in cases where Petroleum Operations are in the course of being conducted and the Work Area Clearance Group has inspected the areas requested by Grantee Party in accordance with subparagraph (a) of this item 11.6 the Work Area Clearance Group will communicate in writing to the Grantee Party the results of its inspection prior to leaving the area and confirm those results in a Report.

12. BUDGETS AND PAYMENT BY THE GRANTEE PARTY FOR CLEARANCE WORK

- 12.1 The Association must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to item 8.1 submit to the Grantee Party a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Grantee Party and the Association to negotiate and agree a Budget.
- 12.2 Budgets must be proposed in substantially the form set out in Annexure C and be negotiated, agreed and adopted by the Grantee Party and the Association in writing within seven (7) days of the Association providing a proposed Budget to Grantee Party.
- 12.3 The Grantee Party will make payment of expenditure in accordance with the agreed Budget, to the Association in three separate instalments as follows:
 - (a) forty per cent (40%) seven (7) days prior to the mobilisation of the Work Area Clearance Group; and
 - (b) thirty per cent (30%) at the end of field inspection for the Clearance; and

- (c) thirty per cent (30%) or the balance thereof following receipt of the Report and an invoice of all expenditure.

12.4 The Grantee Party must pay all reasonable costs, fees disbursements and expenses incurred by the Association in carrying out a Clearance, in accordance with a Budget and subject to any agreement in writing to the contrary between the Parties. In particular, the Grantee Party will reimburse the Association in accordance with an agreed Budget for the Association's reasonable costs for, inter alia:

- (a) the services of the members of the Work Area Clearance Group (including the costs of preliminary consultation with a Specialist);
- (b) provision of suitable camping facilities and food and a camp cook for the Work Area Clearance Group;
- (c) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts;
- (d) vehicle insurance, fuel and costs of any necessary and unavoidable repair required; and
- (e) administration costs associated with the implementation of the Clearance,

in accordance with the Budget.

12.5 In the event that there are at any time more persons forming part of the Work Area Clearance Group than specified in the Budget then the Grantee Party shall not be responsible for the expense of the additional persons, unless otherwise agreed between the parties.

12.6 All monies payable by the Grantee Party pursuant to a Budget shall be paid to the Association or to any legal representative from time to time notified by the Association to the Grantee Party. A receipt from the Association or such legal representative shall be a full and sufficient discharge to the Grantee Party for any payments so made.

12.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Grantee Party and any person employed or engaged by the Association to form part of any Work Area Clearance Group arises by virtue of this Schedule, and that nothing contained in this Schedule will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Grantee Party. The Native Title Party and the Association will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986*, the *Occupational Health, Safety and Welfare Act 1986*, the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997* (both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association

engages or retains any person for the purposes of performing its obligations under this Schedule.

- 12.8 The Grantee Party is responsible for and indemnifies and agrees to keep indemnified the members of the Work Area Clearance Group from and against all and any claims of whatever nature and however arising for personal injury or death or damage or destruction of personal property of the Work Area Clearance Group or any member of the Work Area Clearance Group to the extent caused or contributed to by any negligent act or omission of the Grantee Party, its employees, contractors or subcontractors.
- 12.9 The Grantee Party may nominate the use of such of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.

13. REMOVAL OF EMPLOYEES

- 13.1 Unless the Association otherwise agrees, the Grantee Party shall take all reasonable steps to ensure prompt removal from the Licence Area of any contractor, employee, agent, or visitor of the Grantee Party, who:
- (a) has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance; or
 - (b) has negligently or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with items 9, 10 and 11 and Annexure A hereof except where there is no damage to the interests of the Native Title Party; or
 - (c) has acted in a disorderly manner on the Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to members of the Native Title Claim Group.
- 13.2 In the event of a dispute between the Association and the Grantee Party as to whether a person has acted in a manner justifying removal from the Licence Area the matter shall be referred for resolution pursuant to item 24.

14. INSTRUCTION IN ABORIGINAL CULTURE

- 14.1 The Grantee Party will use reasonable endeavours to educate all employees, contractor and sub-contractors who may be involved in Petroleum Operations contemplated by this Schedule to ensure those persons have an awareness and an understanding of:
- (a) native title;
 - (b) their obligations under the *Aboriginal Heritage Act 1988* (South Australia), the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Commonwealth), the Native Title Act and this

Schedule in relation to avoiding disturbance, damage and interference to any Area of Significance; and

- (c) any other matters of which those persons are required to be cognisant by this Schedule.

- 14.2 Appropriate education for the purposes of item 14.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.
- 14.3 A Specialist to be engaged for the purpose of carrying out the education functions specified in this item shall be nominated by the Grantee Party with the concurrence of the Association (which concurrence shall not be unreasonably withheld).
- 14.4 The Grantee Party shall promote among non-Aboriginal people employed in Petroleum Operations a knowledge, understanding and respect for the tradition and culture of the Native Title Claim Group.
- 14.5 The Grantee Party shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Grantee Party.
- 14.6 The Grantee Party shall consult with and have regard to the views of the Native Title Party in relation to the formulation and presentation of the instruction referred to in item 14.5.
- 14.7 The Association shall, whenever requested by Grantee Party so to do give all reasonable assistance to the Grantee Party in attaining the objectives for this item and shall be reimbursed by the Grantee Party for all reasonable expenses incurred by it in so doing.

15. GRANTEE PARTY COVENANTS

The Grantee Party covenants with the Native Title Party that:

- (a) in connection with the conduct of Petroleum Operations by it on the Licence Area the Grantee Party shall in accordance with applicable Law:
 - (i) keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;
 - (ii) take all precautions to reduce fire risk on the Licence Area;
 - (iii) ensure all well sites are capped or sufficiently fenced off after drilling so as to prevent injury to persons or stock.

- (b) where the Grantee Party reasonably believes appropriate, the Grantee Party will provide to persons from the Native Title Claim Group, the Association and persons accompanying them, relevant:
 - (i) driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and
 - (ii) induction procedures to meet all necessary workplace health and safety requirements,

as the Grantee Party normally provides to, or usually requires of, persons attending locations under the control of the Grantee Party.

- (c) if, at any time in the course of carrying out Petroleum Operations the Grantee Party or any person acting on behalf of the Grantee Party (despite a Clearance) identifies any burial site or any archaeological or historical site or object, or any site or object which the Grantee Party or any person acting on behalf of the Grantee Party suspects to be an Area of Significance or Aboriginal object, then in addition to obligations under the *Aboriginal Heritage Act 1988* (South Australia) and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Commonwealth) the Grantee Party will promptly report the location of such site or object to the Association.
- (d) the location of the site or object will be treated by the Grantee Party as though no Clearance in relation to it had previously been given and any relevant object will be left in situ without being moved or interfered with pending further Clearance in accordance with this Schedule.

16. THE NATIVE TITLE PARTY COVENANTS

The Native Title Party and the Association covenant with the Grantee Party that the Native Title Claim Group and the Association shall:

- (a) not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with this Schedule or any other agreement between the parties;
- (b) not lodge or make any objection to any grant to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party has failed to comply with any Essential Term; and
- (c) actively support the Grantee Party's efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions thereof) as are or will be necessary to support the interests of the Grantee Party in furthering a Project under any current, new or amended legislation. In particular, such active support will include provision of all relevant consents and authorisations to allow the grant of the said approvals, consents and other entitlements and

rights and assistance to procure the withdrawal of any objections thereto;

- (d) actively assist the Grantee Party where a Native Title Claim is made by any Aboriginal person not bound by this Schedule over:
 - (i) any part of a Licence Area, or
 - (ii) any other area utilised or intended to be utilised in relation to a Project

to support the application of this Schedule in relation to Petroleum Operations and the Project (or either of them);

- (e) ensure that where the Grantee Party provides the items mentioned in item 15(b) for the use of the persons mentioned in that item, then all the persons so provided will utilise those provisions and otherwise conduct themselves in accordance with the Grantee Party's reasonable safety requirements;
- (f) refrain from doing any act which would impede, hinder or prevent the Grantee Party from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Schedule; and
- (g) in the course of performing their obligations pursuant to this Schedule observe all Applicable Law.

17. RIGHTS OF THE NATIVE TITLE PARTY

- 17.1 The Grantee Party acknowledges that members of the Native Title Claim Group have the right, except where their presence may cause danger to health and safety, or where their presence may interfere with the conduct of efficient Petroleum Operations:
 - (a) to move freely throughout Operational Areas including all roads thereon; and
 - (b) to pursue customary and traditional activities in Operational Areas.
- 17.2 The Native Title Claim Group, its members and agents shall be permitted the use of all roads constructed for the purpose of Petroleum Operations provided such use does not interfere with the conduct of efficient Petroleum Operations.

- 17.3 The use of roads in accordance with this item shall be subject to reasonable control by the Grantee Party for the purpose of safety and to priority of use by the Grantee Party for the purpose of Petroleum Operations without the Grantee Party undertaking any liability for such use.
- 17.4 The Association shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Association's obligations under this Schedule save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of the Grantee Party in accordance with item 10.3(a).

18. RIGHTS OF THE GRANTEE PARTY

- 18.1 The Grantee Party's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms and conditions of Licences granted.
- 18.2 In the exercise of its rights the Grantee Party undertakes to observe and perform the terms of this Schedule and neither the Native Title Party nor the Association will cause the Grantee Party disturbance or interruption in the course of exercising that right and the discharge of the Grantee Party's legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.
- 18.3 In the event of any emergency situation occurring on a Licence Area at any time the Grantee Party may take such measures as it considers necessary in the circumstances in which case the provisions contained in items 9, 10 and 11 and Annexure A do not apply. The Grantee Party shall notify as soon as reasonably practicable, the Association of the emergency situation, and after the emergency consult with the Association in relation to further measures to be taken in respect thereof.

19. REVERSION OF INFRASTRUCTURE

Within the period of twelve (12) calendar months (or such other time as may be agreed between the parties) after the Grantee Party ceases to have any right to conduct operations in the Licence Area, the Grantee Party shall remove from the Licence Area all surface infrastructure or facilities constructed for the purposes of Petroleum Operations which (subject to the Petroleum Act) are reasonably capable of removal other than those which the Grantee Party, any lessee of the land containing the Licence Area, all government regulatory agencies and the Association agree may remain thereon.

20. FIELD DEVELOPMENT AND PRODUCTION

The parties acknowledge that at any time during or after completion of the Petroleum Operations carried out pursuant to a PEL, the Grantee Party may wish to apply for further or other Licences under the Petroleum Act in respect of the whole or any part

of the Licence Area. In the event of the Grantee Party so applying, and any further or other Licence being granted by the Minister, unless the parties otherwise agree, the provisions of this Schedule shall apply *mutatis mutandis* in relation to the conduct of Petroleum Operations on the further or other Licence so granted.

21. FORCE MAJEURE

21.1 In the event that the performance of this Schedule by a party is prevented or delayed in whole or in part by acts of God, flood, fire or damage caused by lightening, storm, tempest, unseasonable rains, strikes, lockouts or other industrial disturbance, riots, blowouts, laws, rules, regulations, or directions of a governing body having jurisdiction over the Licence Area, religious or other ceremonial activities of members of the Native Title Claim Group, inability to obtain equipment or material or any other causes which by the exercise of due diligence that party is unable to prevent or overcome ('**force majeure**'), this Schedule shall nevertheless continue and remain in force and effect but that party shall not be in default hereunder for as long as it continues to be prevented or delayed as aforesaid by such force majeure and the time within which such party is required to perform any work to satisfy any obligations hereunder shall be extended by a period equivalent to that during which such prevention or delay continues provided that:

- (a) the cause of the force majeure as far as possible shall be remedied with all reasonable dispatch by such party; and
- (b) no party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.

21.2 The party affected by any event of force majeure as aforesaid shall forthwith give notice in writing thereof, to each other party of the occurrence of such event, the likely period of delay and the cessation thereof.

22. CONFIDENTIAL INFORMATION

22.1 The Grantee Party agrees to keep confidential each and every Cultural Confidence of which it becomes aware.

22.2 The Native Title Party and the Association agree to keep confidential all aspects of the Grantee Party's activities pertaining to a Licence of which it becomes aware provided such information may be disclosed to a specialist for the purpose of writing a report.

23. GOODS AND SERVICES TAX

23.1 Subject to item 23.3, the Grantee Party must pay to the Association in respect of any taxable supply made to the Grantee Party pursuant to or in connection with this Schedule an amount equal to any GST which is payable by the Association.

- 23.2 The GST on a taxable supply is the amount ascertained by multiplying:
- (a) the amount that would otherwise be payable under this Schedule in respect of the taxable supply if the GST payable were nil, by
 - (b) the prevailing rate of GST for that taxable supply.
- 23.3 The Grantee Party must pay to the Association an amount equal to the GST on a taxable supply, provided the Association has first issued to the Grantee Party a tax invoice, at the same time and in the same manner as it is required to pay any other amount to the Association in respect of that taxable supply. If no other amount is payable by the Grantee Party to the Association in respect of the taxable supply, the Grantee Party must pay to the Association an amount equal to the GST on that taxable supply twenty-eight (28) days after the receipt by the Grantee Party of a tax invoice from the Association.
- 23.4 For the purposes of the GST Act, the Grantee Party shall be regarded as having requested a tax invoice from the Association in respect of each taxable supply. Any tax invoice issued may be issued in addition to any other invoice that relates to the taxable supply.
- 23.5 If an adjustment event has occurred in respect of a supply made pursuant to or in connection with this Schedule, the party that becomes aware of the adjustment event agrees to notify the other party on becoming aware of the adjustment event, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than twenty-one (21) days after the Association becomes aware that the adjustment event has occurred.
- 23.6 The Association will issue to the Grantee Party an adjustment note in respect of a supply that is subject to an adjustment event covered by item 23.5. Such adjustment note will be issued no later than twenty-one (21) days after the Association becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.
- 23.7 Any disputes between the parties in relation to the operation or interpretation of this item shall be dealt with in accordance with the dispute resolution procedures in item 24 of this Schedule.
- 23.8 The parties agree to make any changes that are required to this item to reflect any amendments made to the GST Act or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.
- 23.9 In this item 23:
- (a) **‘adjustment event’** means an adjustment event for the purposes of the GST Act and includes any matter or thing that arises out of any error, any decision of a court in relation to the GST Act or a related Act, any

ruling issued by the Commissioner of Taxation, any audit of the tax affairs of the Association or of the Grantee Party or the settlement of any dispute (including a dispute with the Commissioner of Taxation);

- (b) **'adjustment note'** has the same meaning as it has from time to time in the GST Act;
- (c) **'GST'** has the same meaning as it has from time to time in the GST Act;
- (d) **'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the *A New Tax System (Goods and Services Tax Transition) Act 1999*;
- (e) **'price'** has the same meaning as it has from time to time in the GST Act;
- (f) **'supply'** has the same meaning as it has from time to time in the GST act;
- (g) **'tax invoice'** has the same meaning as it has from time to time in the GST Act; and
- (h) **'taxable supply'** has the same meaning as it has from time to time in the GST Act.

24. DISPUTE RESOLUTION

24.1 Guiding Principle

The parties agree that every effort should be made to ensure that disputes do not arise and that if a dispute does occur the parties should make every reasonable effort to resolve the dispute without recourse to this item 24.

24.2 Priority of Procedures

Unless otherwise provided in this Schedule, if a dispute arises between the parties concerning this Schedule no party may commence any court proceedings relating to the dispute unless it has complied with the following paragraphs of this item, except where the party seeks urgent interlocutory relief.

24.3 Notice of Dispute

Any party claiming that a dispute has arisen under this Schedule between the Grantee Party and either or both of the Native Title Party and the Association (**'Complainant'**) must give written notice (**'Notice of Dispute'**) to the other parties (**'Respondent'**). The notice must adequately identify and provide details of the dispute and refer to any documentary evidence of the matters

claimed in the dispute and designate a senior representative of the Complainant who has the authority to negotiate and settle the dispute.

24.4 Response to Dispute

Within fourteen (14) days after the Respondent receives a Notice of Dispute, the Respondent must give written notice to the Complainant. That notice must adequately define the Respondent's response to the dispute and provide details and refer to any documentary evidence in support of its response to the dispute and designate a senior representative for each Respondent who has the authority to negotiate and settle the dispute.

24.5 Negotiations

Senior representatives designated pursuant to the preceding sub-items of this item must, within ten (10) days (or within such further period as the senior representatives may agree is appropriate) after the receipt of the notice referred to in item 24.4 investigate, negotiate and endeavour to settle the dispute.

24.6 Mediation

- (a) If, within one month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Annexure D hereto, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen (14) days, the mediator shall be appointed by the President of the Law Society of South Australia for the time being.
- (b) The President of the Law Society of South Australia (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Schedule:
 - (i) for the preservation and protection of the native title rights and interests of the Native Title Party; and
 - (ii) the statutory rights, obligations and commercial imperatives of the Grantee Party;

and shall take account of the fact that this Schedule constitutes a cross-cultural commercial agreement.

- (c) The mediator, in conducting the mediation shall have regard to:
 - (i) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Party; and

- (ii) the statutory rights, obligations and commercial imperatives of the Grantee Party.
- (d) If within one month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.
- (e) Any date or period of time referred to in this item may be varied or amended by agreement between the parties.
- (f) None of the parties may commence court proceedings or arbitration concerning this Schedule unless it has first complied with the dispute resolution provisions contained in this item 24. The parties agree that this Schedule may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory relief.
- (g) In any case, each party shall bear its own costs for the mediation.

24.7 Without Prejudice

The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this item is an attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this item for any other purpose

25. CESSATION OF ACTIVITIES

- 25.1 The Grantee Party shall notify the Association one month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.
- 25.2 A surrender under item 25.1 is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.
- 25.3 The Grantee Party shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.
- 25.4 Upon the surrender, withdrawal, revocation or cancellation of the Grantee Party's Licence in respect of the Licence Area:
 - (a) the Grantee Party shall pay to the Association any and all monies then payable or accrued which are due to the Association pursuant to this Schedule; and

- (b) each party shall remain liable to the other party in respect of any liability it has to the other as a consequence of any prior breach of this Schedule.

25.5 Nothing in this Schedule shall be construed as imposing an obligation on the Grantee Party to carry out or complete any Petroleum Operations.

25.6 The parties' obligations under items 7(a), 7(b), 7(d), 15, 19 and 22 shall to the extent referred to therein survive any termination of the Deed and this Schedule.

26. EMPLOYMENT OPPORTUNITIES

The Grantee Party agrees to consider from time to time opportunities for the employment of members of the Native Title Claim Group and for the engagement of enterprises controlled by members of the Native Title Claim Group and to similarly encourage its contractors so to do.

ANNEXURE A TO SCHEDULE 4 : CLEARANCE PROCEDURES

1. The Association in consultation with the Native Title Party will provide a Work Area Clearance Group or teams to undertake inspection and clearing of locations for Petroleum Operations within the Licence Area if and when the requirement arises in accordance with item 10 of Schedule 4.
2. The Association in consultation with the Native Title Party will ensure that if required, both a male and a female Specialist are available to join the Work Area Clearance Group depending on the part of the Licence Area under consideration at any given time and the Area or Areas of Significance that may be therein.
3. A Specialist (engaged according to item 10.3(a) of Schedule 4) will co-ordinate the Work Area Clearance Groups provided for in item 10 of Schedule 4 and will be responsible for conveying the results of the Work Area Clearance Group's inspections and assessments for Clearance of Grantee Party's proposed Petroleum Operations under the terms of Schedule 4.
4. Subject to the terms of Schedule 4, the Native Title Party and the Association will ensure that a Work Clearance Group is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by the Grantee Party in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and the Association will ensure that the Work Area Clearance Group operates on a regular work schedule that as near as practicable coincides with and accommodates the Grantee Party's work schedule.
5. The Association will arrange suitable camping facilities for the Work Area Clearance Group.
6. The Association in consultation with the Native Title Party will ensure that persons who are members of the Native Title Party (but in any event not exceeding the number of persons agreed with Grantee Party) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.
7. The Association will provide sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Work Area Clearance Group while it is undertaking the inspection and Clearance purposes.
8. The said vehicles will be insured by the Association and equipped by the Association with sufficient spare parts for the duration of the Clearance task.
9. The Association will cause a log-book to be kept and will ensure that the following information is recorded in the log book in relation to the use of the four-wheel drive vehicles.
 - (a) Date;
 - (b) Place of departure;
 - (c) Destination;

- (d) Reason for the journey;
- (e) Name of driver; and
- (f) Number of kilometres travelled

in respect of each occasion that the four-wheel drive vehicles are used for or incidental to carrying out a Clearance and will make the log-book available to the Grantee Party upon request.

10. The Grantee Party will reimburse the Association in accordance with an agreed plan and Budget for the Association's reasonable costs for:

- (a) engaging the services of the persons comprising the Work Area Clearance Group;
- (b) providing camping facilities and food to the Work Area Clearance Group; and
- (c) providing sufficient and appropriate four-wheel drive vehicles for use by the Work Area Clearance Group

in accordance with a Budget.

11. In the event that there are at any time more persons forming part of a Work Area Clearance Group than agreed with the Grantee Party and accounted for in a Budget then the Grantee Party shall not be responsible for the expense of the additional persons in such group, unless otherwise agreed between the parties.

12. Remuneration

The Grantee Party will pay to or reimburse the Association the cost of engaging the services of the Work Area Clearance Group, for each Specialist and for each of the agreed number of Work Area Clearance Group members at the respective rates negotiated and agreed during negotiation of a Budget for each day required for compliance with items 9, 10 and 11 of Schedule 4 and this Annexure A and for travel to and from his or her place of residence within Australia, and reasonable travel costs, all in accordance with a Budget.

13. Food for Work Area Clearance Group

The Grantee Party will allow a food allowance for each member of the Work Area Clearance Group at the rate of \$35 per day, fixed for the first twelve (12) months of this Deed, for each day spent undertaking the Clearance and each day spent travelling to and from the Licence Area for that purpose.

14. Four-Wheel Drive Vehicles

The Grantee Party will pay to the Association:

- (a) where the Association provides four-wheel drive vehicles, the sum of fifty-five cents per kilometre in respect of the total number of kilometres properly recorded in the log book, in accordance with paragraph 9 of this Annexure A,

and the cost of fuel, where a four-wheel drive vehicle travelled distances for or incidental to conducting a Clearance; or

- (b) the reasonable cost of hire of four-wheel drive vehicles and the cost of fuel and vehicle insurance, where the vehicle is hired and used for, or incidental to conducting a Clearance provided that the log book details are properly recorded in accordance with paragraph 9 of this Annexure A.

ANNEXURE B TO SCHEDULE 4 : SCHEDULE OF EVENTS

Item	Events	Party Responsible	Maximum period for Events (in days)	Maximum cumulative Elapsed days
1	Grantee Party submits request and proposed work programme to Association <i>(Item 8.1)</i>	Grantee Party	Not applicable	0
2	Preliminary meeting <i>(Item 8.2)</i>	Grantee Party and Association	14	14
3	Association arranges for: 1. Anthropologist or other Specialist; 2. Work Area Clearance Group, and 3. Proposed Clearance Plan and Budget and presents to Grantee Party <i>(Items 10 and 12.1)</i>	Association	7	21
4	Clearance Plan and Budget meeting Plan and Budget agreed <i>(Items 12.1 and 12.2)</i>	Grantee Party and Association	7	28
5	Work Area Clearance Group and field logistics organised, and Work Area Clearance Group mobilised to the field. <i>(Item 10.1)</i>	Native Title Party and Association	12	40
6	Work Area Clearance Group completes field work and de-mobilises, notifies the Grantee Party. <i>(Item 11.1)</i>	Native Title Party and Association	14	54
7	Report delivered to the Grantee Party <i>(Item 11.1)</i>	Association	14	68

ANNEXURE C TO SCHEDULE 4 : BUDGET

Grantee Party:

Date:

Clearance for PEL number(s):

Item	Description	Remarks	Units	Quantity	Unit Rate \$	Survey Costs	Notes
	Personnel						
	Specialist # 1		days				
	Specialist # 2		days				
	Work Area Clearance Group x		days				
	Camp Cook		days	1			
1	TOTAL PERSONNEL						
	Travel Costs						
	Vehicle Hire	4WD	days				
	Vehicle Fuel		days				
	Private Vehicle 2WD allowance	fuel, oil, tyres, etc	km		0.52		
	Private Vehicle 4WD allowance	fuel, oil, tyres, etc	km		0.55		
2	TOTAL TRAVEL						
	Accommodation & Logistics						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
2	TOTAL ACCOMMODATION & LOGISTICS						
	Administration						
	satellite phone hire		days				
	maps		total				
	photocopying		total				
	phone : fax : mail		total				
	bookings & fees		total				
	meetings & confs		total				
	legal		total				
4	TOTAL ADMINISTRATION						
5	SUB-TOTAL						
6	Contingency						
7	GST						
8	GRAND TOTAL						

ANNEXURE D TO SCHEDULE 4: GUIDELINES TO MEDIATION

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to item 24 of Schedule 4.

1. Role of Mediator

1.1 The mediator will be neutral and impartial. The mediator will assist the parties attempt to resolve the dispute by helping them to:

- (a) systematically isolate the issues in dispute;
- (b) develop options for the resolution of those issues;
- (c) explore the usefulness of these options; and
- (d) meet their interests and needs.

1.2 The mediator may meet with the parties together or separately.

1.3 The mediator will not give legal or other professional advice to any party, impose a resolution on any party or make a decision for any party.

1.4 The mediator will not accept an appointment in relation to any proceedings concerning the dispute.

1.5 Neither party will take action to cause the mediator to breach paragraph 1.4.

2. Conflict of Interest

The mediator must prior to commencement of mediation disclose to the parties to the best of the mediator's knowledge any prior dealings with any of the parties as well as any interests in the dispute. If in the course of the mediation the mediator becomes aware of any circumstances that might reasonably be considered to affect the mediator's capacity to act impartially, the mediator must immediately inform the parties of those circumstances.

3. Co-operation

The parties must co-operate in good faith with the mediator and each other during the mediation.

4. Conduct of Preliminary Conference

As part of the mediation, the mediator will establish a preliminary conference at a time and venue convenient to the parties to establish a timetable for mediation.

5. The parties must attend the mediation with authority to settle within any range that can reasonably be anticipated. At the mediation each party may have one or more other persons including legally qualified persons to assist and advise them.

6. Communications between Mediator and Parties

Any information disclosed to a mediator in private is to be treated as confidential by the mediator unless the party making the disclosure states otherwise.

7. Confidentiality of the Mediation

The parties and the mediator will not disclose to anyone not involved in the mediation any information or document given to them during the mediation unless required by law to make such disclosure.

8. The parties and the mediator agree that other than in the course of enforcement of the settlement agreement for the dispute by judicial proceedings, the following will be privileged and will not be disclosed in or be the subject of a subpoena to give evidence or to produce documents in any proceedings in respect of the Dispute:

- (a) any settlement proposal whether made by a party or the mediator;
- (b) the willingness of a party to consider any such proposal;
- (c) any statement made by a party or the mediator during the mediation;
and
- (d) any information prepared for the mediation.

9. Termination of the Mediation

A party may terminate the mediation at any time after consultation with the mediator.

10. Settlement of the Dispute

If settlement is reached at the mediation, the terms of the settlement must be written down and signed by the parties before they leave the mediation.

11. Enforcement of the Settlement Agreement

Any party may enforce the terms of the settlement agreement by judicial proceedings. Any party may call evidence:

- (a) for the purposes of this item; and
- (b) of the settlement agreement including evidence from the mediator and any other person engaged in the mediation.

12. Exclusion of Liability

The parties acknowledge that any mediator appointed will not be liable to them for any act or omission in the performance of the mediator's obligations under this Deed. The parties undertake to indemnify the mediator against any claim for any act or omission in the bona fide performance of the mediator's obligations under this Deed.

13. Costs

The parties are separately liable to the mediator in equal proportions for the mediator's fees.