

INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PPL 18

1. 21 December 1976 Licence document dated 21 December 1976.
Effective 1/1/75.
Expiry 31/12/2005.
2. 21 December 1976 Bank Guarantee dated 21 December 1976 in respect of PPL 18. (Discharged 23 November 2005).
3. 19 September 1985 Notice of grant of licence in the South Australian Government Gazette dated 19 September 1985, page 887.
4. 15 January 1991 Memorandum dated 15 January 1991 entering the following deeds on the public register:

Deed of Fixed and Floating Charge dated 23 November 1990 between Basin Oil NL and Natwest Australia Bank Limited.

Deed of Fixed and Floating Charge dated 23 November 1990 between Basin Oil NL and National Westminster Bank PLC.
5. 5 August 1991 Memorandum dated 15 January 1991 entering the following document on the public register:

Fixed and Floating Charge dated 20 February 1991 between Basin Oil NL and National Mutual Life Association of Australasia Limited.
6. 28 October 1991 Memorandum dated 28 October 1991 entering the following document on the public register:

Deed of Charge dated 20 September 1991 between Basin Oil NL and Westpac Banking Corporation.
7. 20 September 1993 Memorandum dated 20 September 1993 entering the following document on the public register:

Third Amendment Agreement dated 25 June 1993 between Bridge Oil International Finance Ltd, Bridge Oil Ltd (BOL), Bridge Oil Developments Pty Ltd (BOD), Bridge Oil Exploration Pty Ltd, Westpac Banking Corporation, Bankers Trust Company, Bankers Trust GmbH, Merrill Lynch Money Markets Inc, AIDC Ltd, The Hong Kong and Shanghai Banking Corporation Ltd, State Bank of New South Wales Ltd, LTCB Australia Ltd and Indosuez Australia Ltd.
8. 17 March 1994 Memorandum dated 17 March 1994 consenting to the transfer as contained in the following documentation:

Deed of Assignment and Transfer dated 20 December 1993 between Santos Ltd and Crusader Resources NL.

9. 15 April 1994 Memorandum entering the following documents on the public register:
- Deed of Consent and Assumption dated 9 March 1994 between the Unit Agreement parties and Australian Hydrocarbons Ltd, Claremont Petroleum NL, Oil Company of Australia Ltd, The Australian Gas Light Company, Pipelines Authority of South Australia and Executor Trustee Australia Ltd.
- JOA Cross Charge 50/40/10 JOA dated 9 March 1994 between Crusader Resources NL, Santos Ltd, Delhi Petroleum Pty Ltd, Sagasco Resources Ltd and Vamgas Ltd.
- JOA Cross Charge Merrimelia-Innamincka JOA dated 9 March 1994 between Crusader Resources NL, Santos Ltd, Alliance Petroleum Australia NL, Delhi Petroleum Pty Ltd, Sagasco Resources Ltd and Vamgas Ltd.
- Covenant and Acknowledgment from Santos Ltd and Crusader Resources NL to Basin Oil NL dated 8 March 1994.
10. 22 June 1994 Memorandum entering the following document on the public register:
- Deed of Variation of Charge dated 17 May 1994 entered into by Crusader Resources NL and Westpac Banking Corporation.
11. 13 March 1995 Memorandum entering change of company name on the Public Register.
12. 13 March 1995 Certificate of Registration on Change of Name dated 9 March 1994: Bridge Oil Ltd has changed its name to Parker & Parsley Australasia Limited.
13. 24 July 1995 Memorandum dated 24 July 1995 entering conversion to a proprietary company on the Public Register:
14. 24 July 1995 Certificate of Registration on Conversion to a Proprietary Company dated 19 January 1995. Vamgas Ltd is now Vamgas Pty Ltd.
15. 5 September 1995 Memorandum entering change of company name on the Public Register.
16. 5 September 1995 Certificate of Registration on Change of Name dated 1 September 1995: SAGASCO Resources Ltd has changed its name to Boral Energy Resources Ltd.
17. 14 November 1995 Memorandum entering the charge of individual interest on the public register:
- Notice dated 20 November 1995 issued by Basin Oil NL for the Purpose of Clause 6(6)(a) of the Indenture Fixed and Floating Equitable Charge dated 17 October 1995 between Basin Oil NL and National Australia Trustees Ltd.

18. 1 August 1996 Memorandum entering change of company names on the Public Register.
19. 1 August 1996 Certificate of Registration on Change of Name dated 2 April 1995. Parker & Parsley Australasia Pty Limited is now Santos (BOL) Pty Ltd.
20. 1 August 1996 Certificate of Registration on Change of Name dated 3 April 1995. Reef Oil NL is now Reef Oil Ltd.
21. 1 August 1996 Certificate of Registration on Change of Status dated 3 May 1995. Reef Oil Ltd is now Reef Oil Pty Ltd.
22. 17 February 1997 Memorandum entering the following documents on the public register:
- Deed of Assignment and Transfer dated 20 December 1996 between Santos Ltd (Santos), Delhi Petroleum Pty Ltd (Delhi), Santos Petroleum Pty Ltd (Santos Petroleum), Boral Energy Resources Ltd (Boral), Vamgas Pty Ltd (Vamgas), Bridge Oil Developments Pty Ltd (BOD), Santos (BOL) Pty Ltd (BOL), Reef Oil Pty Ltd (Reef), Alliance Petroleum Australia Pty Ltd (Alliance), Basin Oil NL (Basin) and Crusader Resources NL (Crusader).
- New JOA Cross Charge dated 20 December 1996 between Santos, Delhi, Santos Petroleum, Boral, Vamgas, Crusader, BOD, BOL, Reef, Alliance and Basin.
- Deed of Amendment Unit Cross Charge dated 20 December 1996 between Santos, Delhi, Santos Petroleum, Boral, Vamgas, Crusader, BOD, BOL, Reef, Alliance and Basin.
- Deed of Amendment Downstream Cross Charge dated 20 December 1996 between Santos, Delhi, Santos Petroleum, Boral, Vamgas, Crusader, BOD, BOL, Reef, Alliance and Basin.
23. 30 June 1997 Memorandum dated 30 June 1997 entering the following document on the Public Register.
24. 30 June 1997 Deed of Discharge dated 6 September 1996 between Westpac Banking Corporation, Santos (BOL) Pty Ltd and Bridge Oil Developments Pty Ltd.
25. 30 June 1997 Memorandum entering change of company name on the Public Register.
26. 30 June 1997 Certificate of Registration on Change of Name dated 12 June 1997: Crusader Resources NL is now known as Gulf (Aust) Resources NL.
27. 10 December 1999 Memorandum entering change of company name on the Public Register.
28. 10 December 1999 Certificate of Registration on Change of Name dated 6 October 1999: Gulf (Aust) Resources NL is now known as Novus Australia Resources NL.

29. 13 March 2000 Memorandum entering change of company name on the Public Register.
30. 13 March 2000 Certificate of Registration on Change of Name dated 24 February 2000: Boral Energy Resources is now known as Origin Energy Resources Ltd.
31. 15 October 2002 Memorandum entering change of company name on the Public Register.
32. 15 October 2002 Certificate of Registration on Change of Type and Conversion to a Proprietary Company dated 8 June 2000: Basin Oil NL is now known as Basin Oil Pty Ltd.
33. 7 May 2004 Memorandum dated 7 May 2004 entering notation of adoption of the register for PELs 5&6 as part of the Commercial Register.
34. 23 July 2004 Memorandum entering notation of registrable dealing on the public register:

DPPL Security dated 21 May 2004 between Delhi Petroleum Pty Ltd and Westpac Banking Corporation - SA 2004-44.
35. 23 November 2005 Notation of receipt of substitute security is entered on the public register.
36. 23 November 2005 Notation of discharge of Bank Guarantee dated 21 December 1976.
37. 13 January 2006 Memorandum entering change of company name on the Public Register.
38. 13 January 2006 Certificate of Registration on Change of Name dated 29 June 2005 - Novus Australia Resources NL is now Santos (NARNL Cooper) NL.
39. 9 May 2006 Memorandum entering change of company name on the Public Register.
40. 9 May 2006 Certificate of Registration on Change of Name dated 1 December 2005 - Santos (NARNL Cooper) NL is now Santos (NARNL Cooper) Pty Ltd.
41. 10 September 2009 Renewal of Licence, with effect from 1 January 2006
42. 10 September 2009 Memorandum entering renewal on public register
43. 15 February 2011 Memorandum entering notation of the following registrable dealing on the public register.

Delhi Fixed and Floating Charge and Mortgage of JV Assets dated 29 September 2010 between Delhi Petroleum Pty Limited and Westpac Banking Corporation.
Ref: SA 2011-15

44. 28 June 2012 Memorandum entering notation of the following registrable dealing on the public register.
- Royalty Deed dated 19 January 2012 between Delhi Petroleum Pty Ltd and Esso Australia Resources Pty Ltd.
Ref: SA 2012-42
45. 9 August 2017 Certificate of Registration on Change of Company Name dated 29 June 2017.
- From: Origin Energy Resources Limited
To: Lattice Energy Limited
46. 9 August 2017 Memorandum entering notation of change of company name on the public register.
47. 7 June 2018 Memorandum entering notation of the following registrable dealing on the public register:
- Deed of Variation dated 4 December 2015 between Santos Limited, Santos Petroleum Pty Ltd, Vamgas Pty Ltd, Santos (NARNL Cooper) Pty Ltd, Santos (BOL) Pty Ltd, Reef Oil Pty Ltd, Bridge Oil Developments Pty Limited, Basin Oil Pty Ltd, Alliance Petroleum Australia Pty Ltd, Origin Energy Resources Limited and Delhi Petroleum Pty Ltd
Ref: SA 2018-18
48. 14 January 2019 Memorandum entering notation of the grant of adjunct AAL 263 on the public register.
49. 22 January 2020 Certificate of Registration on Change of Name dated 2 December 2019.
- From: Lattice Energy Limited
To: Beach Energy (Operations) Limited
50. 22 January 2020 Memorandum entering notation of change of company name on the public register.

**Petroleum and Geothermal Energy Act 2000
S.115**

MEMORANDUM

PETROLEUM PRODUCTION LICENCES

PPLs 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 83, 84, 86, 87, 88, 89, 90, 91, 92, 94, 95, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 172, 174, 175, 176, 177, 178, 179, 180, 182, 187, 189, 190, 193, 194, 195, 196, 201, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237 and 238

ASSOCIATED ACTIVITIES LICENCES

AALs 258, 259 and 263

PIPELINE LICENCES

PLs 2, 5, 9, 15 and 20

1. Notation of change of company name:

From: Lattice Energy Limited
To: Beach Energy (Operations) Limited

is hereby entered on the public registers.



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

Date: 22 January 2020



Certificate of Registration on Change of Name

This is to certify that

LATTICE ENERGY LIMITED

Australian Company Number 007 845 338

did on the second day of December 2019 change its name to

BEACH ENERGY (OPERATIONS) LIMITED

Australian Company Number 007 845 338

The company is a public company.

The company is limited by shares.

The company is taken to be registered under the Corporations Act 2001 in South Australia and the date of commencement of registration is the ninth day of September, 1977.

Issued by the
Australian Securities and Investments Commission
on this second day of December 2019.

James Shipton
Chair

CERTIFICATE

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM PRODUCTION LICENCE
PPL 18

1. Notation of the grant of Associated Activities Licence AAL 263 (adjunct to PPL 18) 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: 14 January 2019

File: 28/1/45

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM PRODUCTION LICENCES

PPLs 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 83, 84, 86, 87, 88, 89, 90, 91, 92, 94, 95, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 172, 174, 175, 176, 177, 178, 179, 180, 182, 187, 189, 190, 193, 194, 195, 196, 201, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237 and 238

PIPELINE LICENCES

PLs 5, 9 and 15

SA 2018-18 Notation of registrable dealing as evidenced by Deed of Variation dated 4 December 2015 between Santos Limited, Santos Petroleum Pty Ltd, Vamgas Pty Ltd, Santos (NARNL Cooper) Pty Ltd, Santos (BOL) Pty Ltd, Reef Oil Pty Ltd, Bridge Oil Developments Pty Limited, Basin Oil Pty Ltd, Alliance Petroleum Australia Pty Ltd, Origin Energy Resources Limited and Delhi Petroleum Pty Ltd 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 Energy and Mining

Date: 7 June 2018

Ref: 28/01/00045

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCE
PRL 106

PETROLEUM EXPLORATION LICENCES
PELs 637 and 638

PETROLEUM PRODUCTION LICENCES

PPLs 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 83, 84, 86, 87, 88, 89, 90, 91, 92, 94, 95, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 172, 174, 175, 176, 177, 178, 179, 180, 182, 187, 189, 190, 193, 194, 195, 196, 201, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237 and 238

PIPELINE LICENCES
PLs 2, 5, 9, 15 and 20

1. Notation of change of company name:

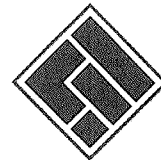
From: Origin Energy Resources Limited
To: Lattice Energy Limited

is hereby entered on the public registers.



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

Date: 9 August 2017



Certificate of Registration on Change of Name

This is to certify that

ORIGIN ENERGY RESOURCES LIMITED

Australian Company Number 007 845 338

did on the twenty-ninth day of June 2017 change its name to

LATTICE ENERGY LIMITED

Australian Company Number 007 845 338

The company is a public company.

The company is limited by shares.

The company is taken to be registered under the Corporations Act 2001 in South Australia and the date of commencement of registration is the ninth day of September, 1977.

Issued by the
Australian Securities and Investments Commission
on this twenty-ninth day of June 2017.

Greg Medcraft
Chairman

CERTIFICATE

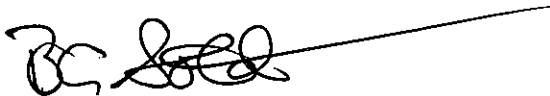
**Petroleum and Geothermal Energy Act 2000
S.115**

MEMORANDUM

PETROLEUM PRODUCTION LICENCES

PPLs 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 83, 84, 86, 87, 88, 89, 90, 91, 92, 94, 95, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 172, 174, 175, 176, 177, 178, 179, 180, 182, 187, 189, 190, 193, 194, 195, 196, 201, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237 and 238

SA 2012-42 Notation of registrable dealing as evidenced by Royalty Deed dated 19 January 2012 between Delhi Petroleum Pty Ltd and Esso Australia Resources 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: 28 June 2012

Ref: various files

Petroleum and Geothermal Energy Act 2000
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MEMORANDUM

PETROLEUM PRODUCTION LICENCES

PPLs 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 83, 84, 86, 87, 88, 89, 90, 91, 92, 94, 95, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 172, 174, 175, 176, 177, 178, 179, 180, 182, 187, 189, 190, 193, 194, 195, 196, 201, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237 and 238

and

PIPELINE LICENCES

PLs 2, 5, 9 and 15

SA 2011-15 Notation of registrable dealing as evidenced by Delhi Fixed and Floating Charge and Mortgage of JV Assets dated 29 September 2010 between Delhi Petroleum Pty Limited and Westpac Banking Corporation 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

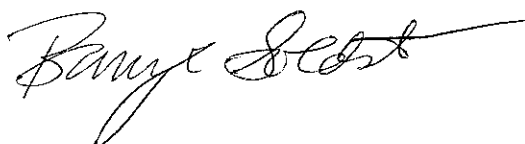
Date: 15 February 2011

Petroleum Act 2000
S.115

MEMORANDUM

**RENEWAL OF
PETROLEUM PRODUCTION LICENCES**
PPL 6, PPL 7, PPL 8, PPL 9, PPL 10, PPL 11, PPL 12,
PPL 13, PPL 14, PPL 15, PPL 16, PPL 17, PPL 18, PPL 19,
PPL 20, PPL 22, PPL 23, PPL 24, PPL 25, PPL 26, PPL 27,
PPL 28, PPL 29, PPL 30, PPL 31, PPL 32, PPL 33, PPL 34,
PPL 35, PPL 36, PPL 37, PPL 38, PPL 39, PPL 40, PPL 42,
PPL 43, PPL 44

1. Renewal of the above licences is hereby entered on the public registers.



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: 10 September 2009

File: 28/1/45; 28/1/78; 28/1/91; 28/1/92; 28/1/93;
28/1/95; 28/1/97; 28/1/98; 28/1/99; 28/1/101;
28/1/103; 28/1/104; 28/1/106; 28/1/107;
28/1/108; 28/1/109; 28/1/111; 28/1/116;
28/1/130; 28/1/128; 28/1/129

Petroleum Act 2000 Cooper Basin (Ratification) Act 1975

Renewal of PETROLEUM PRODUCTION LICENCE No. 18

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*, the *Cooper Basin (Ratification) Act 1975* and all other enabling powers for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers, hereby renew Petroleum Production Licence PPL 18, held by:

Santos Limited	ACN 007 550 923
Vamgas Pty Ltd	ACN 006 245 110
Alliance Petroleum Australia Pty Ltd	ACN 004 559 951
Reef Oil Pty Ltd	ACN 000 646 800
Santos Petroleum Pty Ltd	ACN 000 146 369
Bridge Oil Developments Pty Ltd	ACN 001 152 049
Santos (BOL) Pty Ltd	ACN 000 670 575
Delhi Petroleum Pty Ltd	ACN 007 854 686
Origin Energy Resources Limited	ACN 007 845 338
Basin Oil Pty Ltd	ACN 000 628 017
Santos (NARNL Cooper) Pty Ltd	ACN 004 761 255

(herein after referred to as the 'Licensee'), and granted pursuant to the *Petroleum Act 1940* in relation to all regulated resources except a source of geothermal energy in respect of the area described below, and subject to the conditions set out below and the provisions of the *Cooper Basin (Ratification) Act 1975* and the *Petroleum Act 2000*, to have effect from 1 January 2006.

DESCRIPTION OF AREA

The land comprised in this Licence is that part of the State of South Australia described in Schedule 1 attached hereto.

TERMS AND CONDITIONS

1. Scope of Rights

For the avoidance of doubt:

- (a) in addition to all operations authorised by a Production Licence granted under the *Petroleum Act 2000* in relation to all regulated resources except a source of geothermal energy, the Licensee is authorised under this Licence to conduct all operations authorised by Petroleum Production Licence No. 18, pursuant to section 33 of the *Petroleum Act 1940* immediately prior to commencement of the *Petroleum Act 2000*; and
- (b) nothing in this Licence affects the rights of the Licensee pursuant to the *Cooper Basin (Ratification) Act 1975*.

2. Security

- 2.1 For the purpose of ensuring the due and proper performance of the Licensee's obligations under this Licence and the *Petroleum Act 2000*, the Licensee shall provide security in the amount of \$50,000 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, ("the Security")
- 2.2 The Security shall be reviewed periodically, and during the term of the Licence if in the opinion of the Minister it is reasonable to increase the Security amount, provide additional security or substitute another security for the existing Security, the Licensee must comply with the Minister's request within 28 days after being requested in writing by the Minister to do so.
- 2.3 Interest will not be payable by the Minister to the Licensee on any cash Security.
- 2.4 All charges incurred by the Licensee in obtaining and maintaining the Security shall be met by the Licensee.
- 2.5 If this Licence is surrendered or cancelled 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.

3. Insurance

- 3.1 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 reasonably 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 reasonably 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).
- 3.2 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.

4. Transfer of Liability

Subject to the *Cooper Basin (Ratification) Act 1975*, 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 1940* or *2000* unless written consent of the Minister is obtained.

5. Sub-Licences

The Minister hereby gives and records his consent to renewal by the Licensee of the Sub-Licences created in respect of the area described in Schedule 1, in the form of or to the effect set out in Schedule 2.

Date: *10 September* 2009

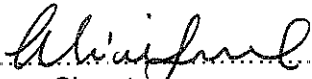


.....
BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Executed for and on behalf of each of:

**Santos Limited
Vamgas Pty Ltd
Alliance Petroleum Australia Pty Ltd
Reef Oil Pty Ltd
Santos Petroleum Pty Ltd
Bridge Oil Developments Pty Ltd
Santos (BOL) Pty Ltd
Basin Oil Pty Ltd
Santos (NARNL Cooper) Pty Ltd**

by its duly appointed attorney:


.....
Attorney Signature


ALICIA GENET
Corporate Lawyer
.....
Attorney Name

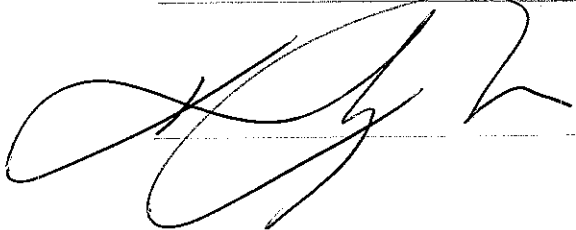
28 August 2009
.....
Date

Executed by **Delhi Petroleum Pty Ltd** in accordance with section 127(1) of the Corporations Act by authority of its Directors:

Hector Gordon
Executive Director

Kathryn Presser
Company Secretary

.....
Name (print)

.....
Director Signature

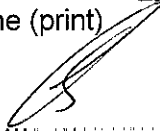
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4/9/09
.....
Date

Executed for and on behalf of **Origin Energy Resources Ltd** in accordance with section ~~127(1)~~ of the Corporations Act by authority of its Directors:

by its duly appointed attorney

Owen Hobbs
Eastern Australia Onshore Asset Manager
Upstream Oil & Gas Australia

Attorney Name (print)

.....
Director Signature

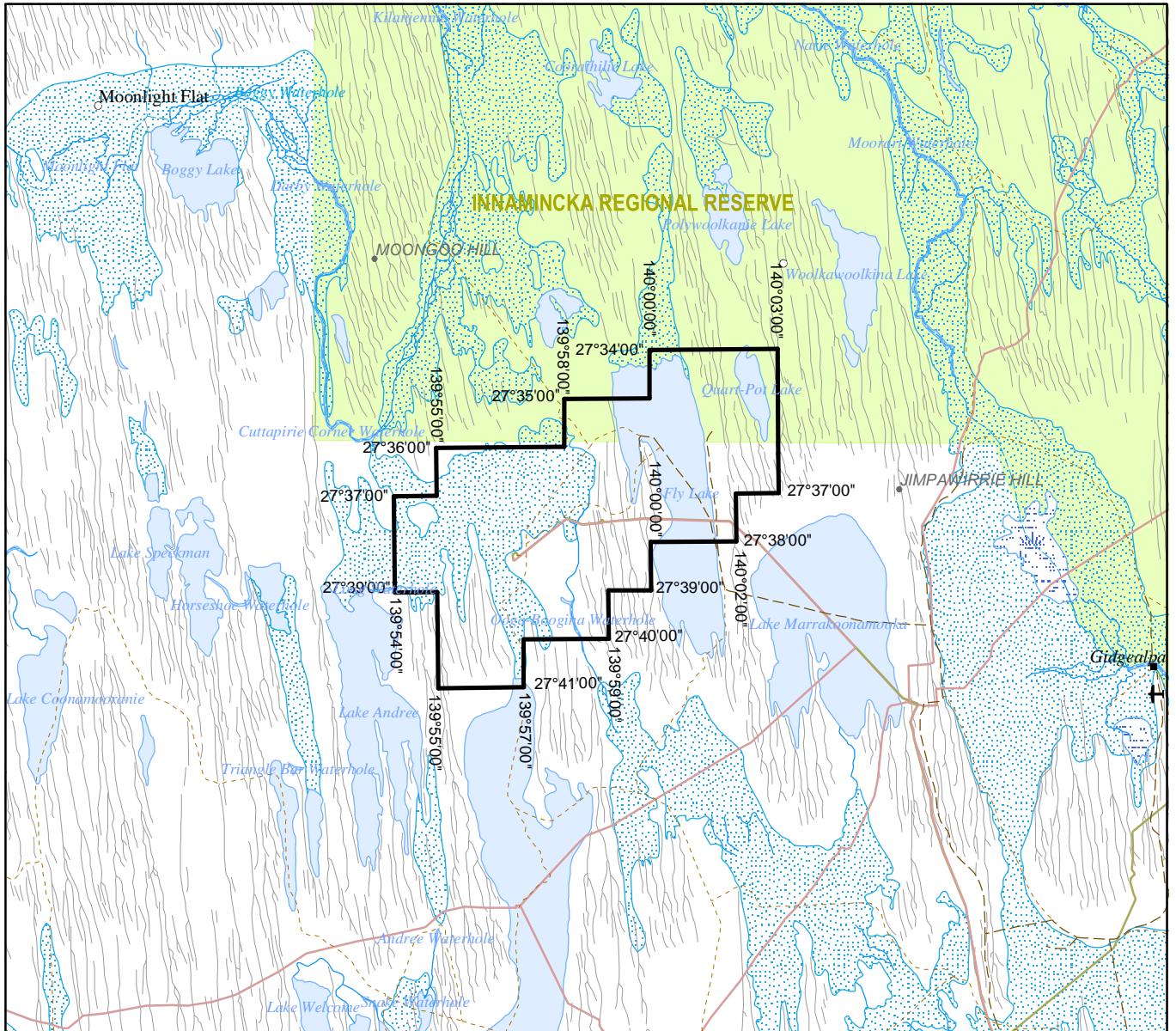
Attorney
1/9/09
.....
Date

SCHEDULE 1
PETROLEUM PRODUCTION LICENCE
PPL 18
DESCRIPTION OF AREA

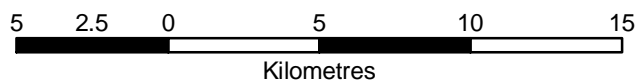
All that part of the State of South Australia, bounded as follows:-

Commencing at a point being the intersection of latitude 27°34'00"S Clarke1858 and longitude 140°00'00"E Clarke1858, thence east to longitude 140°03'00"E Clarke1858, south to latitude 27°37'00"S Clarke1858, west to longitude 140°02'00"E Clarke1858, south to latitude 27°38'00"S Clarke1858, west to longitude 140°00'00"E Clarke1858, south to latitude 27°39'00"S Clarke1858, west to longitude 139°59'00"E Clarke1858, south to latitude 27°40'00"S Clarke1858, west to longitude 139°57'00"E Clarke1858, south to latitude 27°41'00"S Clarke1858, west to longitude 139°55'00"E Clarke1858, north to latitude 27°39'00"S Clarke1858, west to longitude 139°54'00"E Clarke1858, north to latitude 27°37'00"S Clarke1858, east to longitude 139°55'00"E Clarke1858, north to latitude 27°36'00"S Clarke1858, east to longitude 139°58'00"E Clarke1858, north to latitude 27°35'00"S Clarke1858, east to longitude 140°00'00"E Clarke1858, and north to point of commencement.

AREA: **109** square kilometres approximately.



SCALE 1:250 000



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 Clarke 1858 Datum and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

FLY LAKE - BROLGA FIELD

PETROLEUM PRODUCTION LICENCE NO: 18



SCHEDULE 2

PETROLEUM PRODUCTION LICENCE PPL 18

DEED OF SUB-LICENCE

THIS DEED is made as of 1 January 2006.

BETWEEN:

SANTOS LIMITED (ABN 80 007 550 923) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

VAMGAS PTY LTD (ABN 76 006 245 110) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

ALLIANCE PETROLEUM AUSTRALIA PTY LTD (ABN 60 004 559 951) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

REEF OIL PTY LTD (ABN 70 000 646 800) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

BRIDGE OIL DEVELOPMENTS PTY LIMITED (ABN 30 001 152 049) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

SANTOS PETROLEUM PTY LTD (ABN 95 000 146 369) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

SANTOS (BOL) PTY LTD (ABN 35 000 670 575) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

BASIN OIL PTY LTD (ABN 36 000 628 017) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

SANTOS (NARNL COOPER) PTY LTD (ABN 75 004 761 255) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

DELHI PETROLEUM PTY LTD (ABN 65 007 854 686) with its registered office at 25 Conyngham Street, Glenside in the State of South Australia; and

ORIGIN ENERGY RESOURCES LTD (ABN 66 007 845 338) with its registered office at Level 45, Australia Square, 264-278 George Street, Sydney, New South Wales,

in their capacity as participants in the *Patchanarra Central Farmout Area* Joint Venture and as holders of PPL 18 (collectively "the Licensors")

 *Al.*
OF THE ONE PART

AND

SANTOS LIMITED (ABN 80 007 550 923) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

VAMGAS PTY LTD (ABN 76 006 245 110) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

ALLIANCE PETROLEUM AUSTRALIA PTY LTD (ABN 60 004 559 951) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

REEF OIL PTY LTD (ABN 70 000 646 800) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

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SANTOS PETROLEUM PTY LTD (ABN 95 000 146 369) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

SANTOS (BOL) PTY LTD (ABN 35 000 670 575) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

BASIN OIL PTY LTD (ABN 36 000 628 017) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

SANTOS (NARNL COOPER) PTY LTD (ABN 75 004 761 255) with its registered office at Ground Floor, Santos Centre, 60 Flinders Street, Adelaide in the State of South Australia;

DELHI PETROLEUM PTY LTD (ABN 65 007 854 686) with its registered office at 25 Conyngham Street, Glenside in the State of South Australia;

ORIGIN ENERGY RESOURCES LTD (ABN 66 007 845 338) with its registered office at Level 45, Australia Square, 264-278 George Street, Sydney, New South Wales

in their capacity as several participants in the joint venture constituted by the SACB Unit Agreement dated 1 January 1975 (as amended) (collectively "the Licensees")

OF THE OTHER PART

WHEREAS

- A. The Licensors are joint holders of Petroleum Production Licence No. 18 ("the Petroleum Production Licence") granted by the Minister for Mineral Resources Development for the State of South Australia by way of renewal of the Petroleum Production Licence granted pursuant to the *Petroleum Act 1940*; and pursuant to the powers in the *Petroleum Act 2000* and the *Cooper Basin (Ratification) Act 1975*, over certain land in the State of South Australia as more particularly described in Schedule 1 of the Petroleum Production Licence.
- B. The Licensees are parties to an agreement made as of the 1st day of January 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the Petroleum Production Licence as the same is more particularly described in the Schedule hereto.
- C. The Licensors have previously granted a sub-licence to the Licensees and in accordance with that sub-licence on renewal of the Petroleum Production Licence are required to grant a renewal of the sub-licence to the Licensees

- D. The Licensors, with the consent of the Minister for Mineral Resources Development of the State of South Australia, have agreed to grant, and the Licensees have agreed to accept, renewal of a sub-licence to exercise the rights specified in Clause 1 of this Deed upon the conditions specified in Clauses 2, 3, 4 and 5 of this Deed.

NOW THIS DEED WITNESSES as follows:

1. The Licensors, with the consent of the Minister for Mineral Resources Development of the State of South Australia hereby grant to each of the Licensees severally the exclusive right commencing and inclusive from 1 January 2006 for the duration of the Petroleum Production Licence, subject to the provisions of this Deed of Sub-licence to:-
 - (a) conduct in such portion of the area comprised in the Petroleum Production Licence as is more particularly described in the Schedule hereto (herein after referred to as "the Unitized Zone") all such operations as the Licensors are entitled to conduct thereon from time to time pursuant to the Petroleum Production Licence and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and
 - (b) construct and maintain upon the land comprised in the Petroleum Production Licence all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to the Petroleum Production Licence or the *Cooper Basin (Ratification) Act 1975* of the State of South Australia (or both) and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that all such rights shall entitle each Licensee to extract or release from the Unitized Zone so much of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with the provisions of the Unit Agreement and the Fixed Factor Settlement Agreement made between the Licensees on 5 December 1996.
3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the *Cooper Basin (Ratification) Act 1975* in respect of the production referred to in Clause 2 hereof and will subject as aforesaid comply with the provisions of the *Petroleum Act 2000* and the *Cooper Basin (Ratification) Act 1975* and amendments thereto and with all Regulations for the time being in force under those Acts and with any directions given by the Minister, the Director Petroleum and Geothermal or any other person pursuant to those Acts or Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the Petroleum Production Licence or of the provisions of the *Petroleum Act 2000* or the *Cooper Basin (Ratification) Act 1975* and amendments thereto, or of any Regulation for the time being in force under those Acts or with any direction given by the Minister, the Director Petroleum and Geothermal or any other person pursuant to those Acts or Regulations

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees to perform the covenants and obligations on the part of the Licensors contained in the Petroleum Production Licence.
5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to the *Petroleum Act 2000* and Clause 14.2 of the Indenture annexed to the *Cooper Basin (Ratification) Act 1975*.

THE SCHEDULE
DEED OF SUB-LICENCE
(Description of Unitized Zones)

PPL 18

The stratigraphic unit named Fly Lake – Brolga Field, Brolga Area, Unit "B" Patchawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence.

The stratigraphic unit named Fly Lake – Brolga Field, Brolga Area, Unit "C" Patchawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence

The stratigraphic unit named Fly Lake – Brolga Field, No. 2 Area, Unit "B" Patchawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence

The stratigraphic unit named Fly Lake – Brolga Field, No. 2 Area, Unit "C" Patchawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence.

The stratigraphic unit named Fly Lake – Brolga Field, No. 1 Area, Unit "A" Patchawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence.

The stratigraphic unit named Fly Lake – Brolga Field, No. 1 Area, Unit "B" Patchawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence

The stratigraphic unit named Fly Lake – Brolga Field, No. 2 Area, Unit "A" Patchawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence

The stratigraphic unit named Fly Lake – Brolga Field, No. 1 Area, Unit "C" Patchawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence.

The stratigraphic unit named Fly Lake – Brolga Field, No. 2 Area, Tirrawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence.

The stratigraphic unit named Fly Lake – Brolga Field, No. 1 Area, Basal Patchawarra Oil Sand Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence.

The stratigraphic unit named Fly Lake – Brolga Field, No. 1 Area, Tirrawarra Formation, in the First Schedule to the Unit Agreement together with all lateral extensions to such stratigraphic unit as may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence

Such additional stratigraphic units as have become or may from time to time become subject to the Unit Agreement and which underlie the area described in the said Petroleum Production Licence together with all lateral extensions to those stratigraphic units.

IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of 1 January 2006.

Executed for and on behalf of each of:

**Santos Limited
Vamgas Pty Ltd
Alliance Petroleum Australia Pty Ltd
Reef Oil Pty Ltd
Santos Petroleum Pty Ltd
Bridge Oil Developments Pty Ltd
Santos (BOL) Pty Ltd
Basin Oil Pty Ltd
Santos (NARNL Cooper) Pty Ltd**

by its duly appointed attorney in the presence of:

ALICIA GENET
Corporate Lawyer
Name (print)

Janine Johnson
Witness Name (print)

Alicia Genet
Attorney Signature

Janine Johnson
Witness Signature

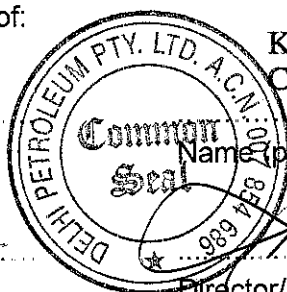
28 August 2009
Date

The common seal of **Delhi Petroleum Pty Ltd** is fixed to this document in accordance with its constitution in the presence of:

Hector Gordon
Executive Director
Name (print)

Kathryn Presser
Company Secretary
Name (print)

Hector Gordon
Director Signature



Kathryn Presser
Director/Secretary Signature

4/9/09
Date

~~Executed for and on behalf of~~
~~The common seal of Origin Energy Resources Ltd is fixed to this document in accordance~~
~~with its constitution in the presence of:~~

by its duly appointed attorney in the presence of:
Owen Hobbs
Eastern Australia Onshore Asset Manager
Upstream Oil & Gas Australia
Name (print)

Jacklyn Francomb
Name (print)

Owen Hobbs
Director Signature
Attorney

Jacklyn Francomb
Director/Secretary Signature
Witness

1/09/09
Date

General Counsel
06 DEC 2005
Legal Services/
Group Secretariat

Form 242

Santos Limited Attn: Graham Bollenhagen
GPO Box 2455
Adelaide SA 5001

Remove this top section if desired before framing

Certificate of Registration on Change of Type and Conversion to a Proprietary Company



This is to certify that

SANTOS (NARNL COOPER) NL

Australian Company Number 004 761 255

on the first day of December 2005 converted to
a **company limited by shares**
and on the first day of December 2005 changed to
a **proprietary** company.

The name of the company is now

SANTOS (NARNL COOPER) PTY LTD

Australian Company Number 004 761 255

The company is taken to be registered under the Corporations
Act 2001 in Victoria and the date of commencement of
registration is the twenty-first day of February, 1969.

Issued by the
Australian Securities and Investments Commission
on this first day of December, 2005.

Jeffrey Lucy
Chairman

CERTIFICATE

Petroleum Act 2000
S.115

MEMORANDUM

Petroleum Production Licences (PPLs) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199 and Pipeline Licence (PL) 2.

1. Notation of change of company name –

From: Santos (NARNL Cooper) NL
To: Santos (NARNL Cooper) Pty Ltd

is hereby entered on the public register of licences.



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: 9 May 2006

File: 27/2/4

Santos Limited Attn: Graham Bollenhagen
GPO Box 2455
Adelaide SA 5001

Remove this top section if desired before framing

Certificate of Registration on Change of Name



This is to certify that

NOVUS AUSTRALIA RESOURCES NL

Australian Company Number 004 761 255

did on the twenty-ninth day of June 2005 change its name to

SANTOS (NARNL COOPER) NL

Australian Company Number 004 761 255

The company is a public company.

The company is a no liability company.

The company is taken to be registered under the Corporations Act 2001 in Victoria and the date of commencement of registration is the twenty-first day of February, 1969.

Issued by the
Australian Securities and Investments Commission
on this twenty-ninth day of June, 2005.

Jeffrey Lucy
Chairman

CERTIFICATE

Petroleum Act 2000
S.115

MEMORANDUM

Petroleum Production Licences (PPLs) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199 and Pipeline Licence (PL) 2.

1. Notation of change of company name –

From: Novus Australia Resources NL
To: Santos (NARNL Cooper) NL

is hereby entered on the public register of licences.



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

Date: 13 January 2006

File: 27/2/4

Petroleum Act 2000
S.115

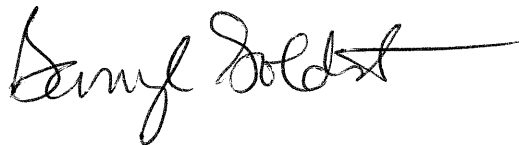
MEMORANDUM

PETROLEUM PRODUCTION LICENCES (PPLs) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199

and

PIPELINE LICENCES (PLs) 2, 5, 9 and 15

1. Notation of receipt of Bank Guarantee dated 27 October 2005, is hereby entered on the commercial register.
2. Security is held to cover any event occurring in any licence operated by Santos Limited on behalf of the respective Cooper Basin Joint Ventures in South Australia.
3. Cash security held in respect of PPL 152 is hereby discharged to Santos Limited.
4. Bank Guarantees held in respect of the above referenced PLs and PPLs (excluding PPL 152) are hereby discharged to Santos Limited.



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

Date: 23 November 2005

Petroleum Act 2000

S.115


MEMORANDUM

PETROLEUM PRODUCTION LICENCES 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199

PIPELINE LICENCES 2, 5, 9 AND 15

1. Notation of registrable dealing as evidenced by the following document is hereby entered on the Public Register;

- SA 2004-44 DPPL Security dated 21 May 2004 between Delhi Petroleum Pty Ltd and Westpac Banking Corporation.



Paul Holloway

Leader of the Government in the Legislative Council
Minister for Industry, Trade and Regional Development
Minister for Mineral Resources Development
Minister for Small Business

Date: 23/7/04

Petroleum Act 2000

S.115(2)(e)

S.117(2)(b)

MEMORANDUM

PETROLEUM PRODUCTION LICENCES (PPLs) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198 and 199

- 1 Pursuant to sections 115(2)(e) and 117(2)(b) of the *Petroleum Act 2000*, notation is hereby entered on the public and commercial register for each of the abovementioned PPLs, that the register created under the then *Petroleum Act 1940*, relative to Petroleum Exploration Licences 5 and 6, which expired on 27 February 1999, is adopted as part of the commercial register for each of the above said PPLs

Dated: 7 May 2004



**T. AUST
A/Director Petroleum
Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development**

Form 242

FREEHILL HOLLINGDALE & PAGE
AMP BUILDING
22nd Fl
140 ST Georges Terrace
PERTH WA 6000

Remove this top section if desired before framing

Certificate of Registration on Change of Type and Conversion to a Proprietary Company



This is to certify that

BASIN OIL N.L.

Australian Company Number 000 628 017

on the eighth day of June 2000 converted to
a company limited by shares
and on the eighth day of June 2000 changed
to a proprietary company.

The name of the company is now

BASIN OIL PTY LTD

Australian Company Number 000 628 017

The company is taken to be registered as a company
under the Corporations Law of New South Wales.

CERTIFICATE

Issued by the
Australian Securities and Investments Commission
on this eighth day of June, 2000.

Alan Cameron
Chairman

**Petroleum Act 2000
S.115**

MEMORANDUM

PETROLEUM PRODUCTION LICENCES

PPL's 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 119, 120, 124, 126, 127, 128, 129, 130, 132, 133, 134, 135, 137, 138, 139, 140, 141, 143, 144, 145, 146, 148, 149, 150, 151, 153, 154, 155, 157, 159, 160, 161, 162, 163, 164, 165, 166, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 183, 184, 185, 186, 188, 189, 190, 192, 193, 195, 196, 198, 199;

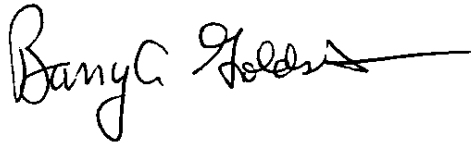
And

**PIPELINE LICENCE
PL 2**

1. Notation of change of company name –

From: Basin Oil NL
To: Basin Oil Pty Ltd

is hereby entered on the public register of licences.



BARRY A GOLDSTEIN
Director Petroleum
Office of Minerals and Energy Resources
Delegate of the Minister for Mineral Resources
Development

Date: 15 October 2002

User: MARKK

Host: BETA1.oce.boral.com.au

Class: Job: MARKK_TRLRP

CLAYTON UTZ
1 O'Connell Street
SYDNEY NSW 2000

Remove this top section if desired before printing

Certificate of Registration on Change of Name

This is to certify that

BORAL ENERGY RESOURCES LIMITED

Australian Company Number 007 845 338

did on the twenty-fourth day of February 2000 change its name to

ORIGIN ENERGY RESOURCES LIMITED

Australian Company Number 007 845 338

The company is a public company.

The company is limited by shares.

The company is taken to be registered as a company
under the Corporations Law of South Australia.

Issued by the
Australian Securities and Investments Commission
on this twenty-fourth day of February, 2000.



Alan Cameron
Chairman



CERTIFICATE

M E M O R A N D U M

PETROLEUM ACT 1940

SECTION 44

**PETROLEUM EXPLORATION LICENCES NOS. 27, 32, 57, 66 AND 72
PETROLEUM PRODUCTION LICENCES NOS. 6 TO 20, 22 TO 61 AND 63 TO 168
PIPELINE LICENCES 2, 5, 9 AND 10**

Receipt of the following document is hereby entered onto the Petroleum Register.

- Certificate of Registration on Change of Name dated 24 February 2000.
Boral Energy Resources Ltd is now known as Origin Energy Resources Ltd.



**J S ZABROWARNY
MANAGER PETROLEUM LICENSING AND ROYALTIES**

13 March 2000

NOVUS PETROLEUM LIMITED
Level 9
321 Kent Street
SYDNEY NSW 2000

Remove this top section if desired before printing

Certificate of Registration on Change of Name



This is to certify that

GULF (AUST) RESOURCES N.L.

Australian Company Number 004 761 255

did on the sixth day of October 1999 change its name to

NOVUS AUSTRALIA RESOURCES NL

Australian Company Number 004 761 255

The company is a public company.

The company is a no liability company.

The company is taken to be registered as a company
under the Corporations Law of Victoria.

Issued by the
Australian Securities and Investments Commission
on this sixth day of October, 1999.

Alan Cameron
Chairman

CERTIFICATE

MEMORANDUM

Section 44, Petroleum Act 1940

PETROLEUM PRODUCTION LICENCES 6 to 20,
22 to 61, 63 to 140, 142 to 167

PIPELINE LICENCE No. 2

Receipt of the following document is hereby entered onto the Petroleum Register.

- Certificate of Registration on Change of Name dated 6 October 1999.
Gulf (Aust) Resources NL is now known as Novus Australia Resources NL.



J S Zabrowarny
Manager, Petroleum Licensing and Royalties

10 December 1999



SR 27/2/4 V27

MEMORANDUM

**PETROLEUM ACT 1940
SECTION 44**

PEL 5 & 6

All Farmout Areas

PPLs 6 to 20, 22 to 61 and 63 to 84, PL 2

Receipt of the following document is hereby entered onto the Petroleum Register:

- Certificate of Registration on Change of Name dated 12 June 1997.

Crusader Resources NL is now known as Gulf (Aust) Resources NL.

**M COLELLA
A/MANAGER, PETROLEUM ADMINISTRATION**

30 / 6 197



Form **245**

CORRS CHAMBERS WESTGARTH
ATTN: TRACY THORNTON
COMALCO PLACE
12 CREEK ST
BRISBANE QLD 4000

remove this top section if desired before printing

Certificate of Registration on Change of Name



AUSTRALIAN
SECURITIES
COMMISSION

Corporations Law Sub-section 171 (12)

This is to certify that

CRUSADER RESOURCES N.L.

Australian Company Number 004 761 255

did on the twelfth day of June 1997 change its name to

GULF (AUST) RESOURCES N.L.

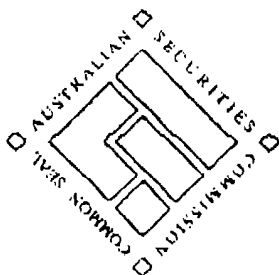
Australian Company Number 004 761 255

The company is a public company.

The company is a no liability company.

The company is taken to be registered as a company
under the Corporations Law of Victoria.

Given under the seal of the
Australian Securities Commission
on this twelfth day of June, 1997.



Alan Cameron
Chairman



COPY

SR 28/1/45

MEMORANDUM

PETROLEUM EXPLORATION LICENSES 5 AND 6

Petroleum Production Licences 18, 19, 20 29, 50 and 55

Pipeline Licence No 2.

This Memorandum will confirm that on 20 June 1997 I
consented to the transaction contained in the following document:

Deed of Discharge dated 6 September 1996 between Westpac Banking Corporation,
Santos (BOL) Pty. Ltd. and Bridge Oil Developments Pty. Ltd.

This Memorandum is hereby entered on the Petroleum Register.

Stephen Baker MP
MINISTER FOR MINES

MEMORANDUM

PETROLEUM EXPLORATION LICENCE NO 5 & 6



FARMOUT AREAS AND PETROLEUM PRODUCTION LICENCES

This memorandum will confirm that on 17 February 1997 I approved the lodgement of the following documents onto the Petroleum Register which confirms the approved provisions as contained in the Minister for Mines' letter dated 20 December 1996.

- Deed of Assignment and Transfer dated 20 December 1996 between Santos Ltd (Santos), Delhi Petroleum Pty Ltd (Delhi), Santos Petroleum Pty Ltd (Santos Petroleum), Boral Energy Resources Ltd (Boral), Vamgas Pty Ltd (Vamgas), Bridge Oil Developments Pty Ltd (BOD), Santos (BOL) Pty Ltd (BOL), Reef Oil Pty Ltd (Reef), Alliance Petroleum Australia Pty Ltd (Alliance), Basin Oil NL (Basin) and Crusader Resources NL (Crusader).
- New JOA Cross Charge dated 20 December 1996 between Santos, Delhi, Santos Petroleum, Boral, Vamgas, Crusader, BOD, BOL, Reef, Alliance and Basin.
- Deed of Amendment Unit Cross Charge dated 20 December 1996 between Santos, Delhi, Santos Petroleum, Boral, Vamgas, Crusader, BOD, BOL, Reef, Alliance and Basin.
- Deed of Amendment Downstream Cross Charge dated 20 December 1996 between Santos, Delhi, Santos Petroleum, Boral, Vamgas, Crusader, BOD, BOL, Reef, Alliance and Basin.

Interests in the following areas and licences are now as follows and effective from 1 January 1992.

Farmout Areas	PPLs	Licensees	Interests %
• Patchawarra Central	6 to 20	Santos Vamgas	40.70 8.51
• Merrimelia - Innamincka	22 to 25	Alliance Reef	3.97 1.97
• Murta	27 to 61	Santos Petroleum BOD	0.40 3.99
• Tinga-Tingana	63 to 75	BOL Boral	0.21 13.19
• Patchawarra South West	78 to 83	Delhi Basin	20.21 2.10
• Nappacoongee - Murteree		Crusader	4.75
• Lake Hope			100.00
• Moomba			
• Toolachee			
• Haddon			
• Clifton			
• Koonoherra			



R A LAWS

DIRECTOR, PETROLEUM DIVISION

Delegate of the Minister for Mines

MEMORANDUM

Section 44 Petroleum Act 1940

Petroleum Exploration Licence No. 5 and 6
Patchawarra Central Farmout Area
Petroleum Production Licences 18, 19, 20, 29, 50 and 55
Pipeline Licence No. 2

Receipt of the following documents are hereby entered onto the Petroleum Register.

1. Certificate of Registration on Change of Name dated 2 April 1996.

Parker and Parsley Australasia Pty Ltd has changed its name to Santos (BOL) Pty Ltd.
2. Certificate of Registration on Change of Status dated 3 April 1995.

Reef Oil NL has converted to Reef Oil Ltd.
3. Certificate of Registration on Conversion to a Proprietary Company dated 3 May 1995.

Reef Oil Ltd is converted to Reef Oil Pty Ltd



J.S. ZABROWARNY
MANAGER, PETROLEUM ADMINISTRATION

1/8/96

JIM WISHART
39 GRENFELL ST
ADELAIDE SA 5000

Form 245 (1996) is available from the Australian Securities Commission

Certificate of Registration on Change of Name

Corporations Law Sub-section 171 (12)

This is to certify that

PARKER & PARSLEY AUSTRALASIA PTY LIMITED

Australian Company Number 000 670 575

did on the second day of April 1996 change its name to

SANTOS (BOL) PTY LTD

Australian Company Number 000 670 575

The company is a proprietary company.

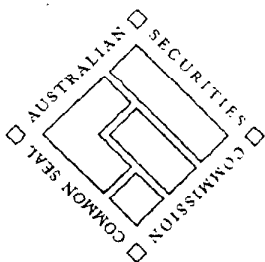
The company is limited by shares.

The company is taken to be registered as a company
under the Corporations Law of New South Wales.



AUSTRALIAN
SECURITIES
COMMISSION

Given under the seal of the
Australian Securities Commission
on this second day of April, 1996.



A handwritten signature in cursive script, reading 'Alan Cameron'.

Alan Cameron
Chairman

SANTOS LIMITED
ATTN: GRAHAM BOLLENHAGEN
GPO BOX 2319
ADELAIDE SA 5001

Certificate of Registration on Change of Status

Corporations Law Sub-section 167 (2)

This is a certificate issued under Section 167 of the Corporations Law of New South Wales, and certifies that

REEF OIL N.L.

Australian Company Number 000 646 800

on the third day of April 1995 converted to

a company limited by shares

and that the name of the company is now

REEF OIL LTD.

Australian Company Number 000 646 800

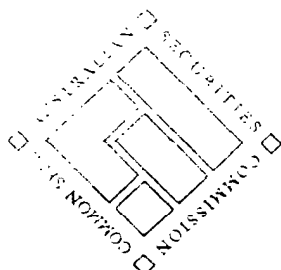
The company is a public company.

The company is taken to be registered as a company under the Corporations Law of New South Wales.



AUSTRALIAN
SECURITIES
COMMISSION

Given under the seal of the
Australian Securities Commission
on this third day of April, 1995.



A handwritten signature in cursive script, reading 'Alan Cameron'.

Alan Cameron
Chairman

SANTOS LIMITED
ATTN: GRAHAM BOLLENHAGEN
GPO BOX 2319
ADELAIDE SA 5001



Certificate of Registration on Conversion to a Proprietary Company

Corporations Law Sub-section 168 (3)

This is to certify that

REEF OIL LTD.

Australian Company Number 000 646 800

on the third day of May 1995 converted to a **proprietary** company.

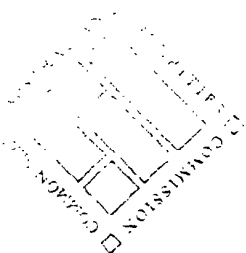
The name of the company is now

REEF OIL PTY LTD

Australian Company Number 000 646 800

The company is taken to be registered as a company
under the Corporations Law of New South Wales.

Given under the seal of the
Australian Securities Commission
on this third day of May, 1995.



Alan Cameron

Alan Cameron
Chairman

MEMORANDUM

Petroleum Act, 1940
Section 44
Cooper Basin (Ratification) Act, 1975
The Indenture
Clause 6(1), 6(6)(a) and 14

PETROLEUM PRODUCTION LICENCES NOS. 18, 19, 20, 29, 50 AND 55

Receipt of a notice has been acknowledged whereby Basin Oil NL has charged its individual interest in favour of National Australia Trustees Limited.

The service of any notice in accordance with clause 6(6)(a) of the Indenture will also be served as follows:

Corporate Trust Manager
National Australia Trustees Limited
271 Collins Street
MELBOURNE VIC 3000

Facsimile: 03 9659 7511



J.S. ZABROWARNY
MANAGER PETROLEUM ADMINISTRATION

24 November 1995

In accordance with Section 117 of the *Petroleum Act 2000* (Act) this document forms part of 'The Commercial Register'.

Section 118 of the Act provides for the following:

Authority to search register

(1) A person is entitled to have access to the material included in the commercial register, on payment of the prescribed inspection fee, if the access is authorised by—

- (a) a person who has a legal or equitable interest in the relevant licence or registered dealing; or
- (b) (b) the Minister.

(2) The Minister must not authorise access under subsection (1)(b) unless the Minister has consulted with the licensee to whom the material relates and is satisfied that access should be authorised in the public interest.

FOR FURTHER INFORMATION PLEASE CONTACT:

Department of State Development
Energy Resources Division
GPO Box 320,
Adelaide SA 5001
(08) 8463 3204

MEMORANDUM

PETROLEUM ACT 1940 SECTION 44

Petroleum Exploration Licences Nos. 27, 32 and 39.
Petroleum Production Licences Nos. 18, 19, 20, 29, 50 and 55.
Pipeline Licence No. 2.
Patchawarra Central Block Petroleum Exploration Licence 5 and 6.

Receipt of a copy of the following document is entered on the Petroleum Register.

- Fixed and Floating Equitable Charge dated 17 October 1995 between Basin Oil NL (ACN 000 628 017) and National Australia Trustees Ltd (ACN 007 350 405).

This charge will be registered on the Petroleum Register upon receipt of an original document stamped by the Commissioner of State Taxation.



J-S ZABROWARNY
MANAGER PETROLEUM ADMINISTRATION

14 November 1995

MEMORANDUM

Petroleum Exploration Licences 32 and 40

Petroleum Exploration Licence 5 and 6.

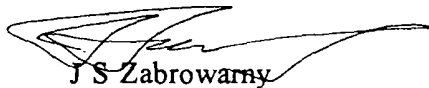
Petroleum Production Licences Nos 6 to 20, 22 to 72

All PEL 5 and 6 Farmout Areas

Pipeline Licences 2 and 5

Receipt of a Certificate of Registration on Change of Name dated 1 September 1995 is hereby entered on the Petroleum Register.

SAGASCO Resources Ltd has changed its name to Boral Energy Resources Ltd.



J S Zabrowarny
MANAGER PETROLEUM ADMINISTRATION

5 September 1995

502 0085 013

Form 245

W M FOWLER
3RD FL
60 HINDMARSH SQ
ADELAIDE SA 5000

remove this top section if desired before framing

Certificate of Registration on Change of Name

Corporations Law Sub-section 171 (12)

This is to certify that

SAGASCO RESOURCES LIMITED

Australian Company Number 007 845 338

did on the first day of September 1995 change its name to

BORAL ENERGY RESOURCES LIMITED

Australian Company Number 007 845 338

The company is a public company.

The company is limited by shares.

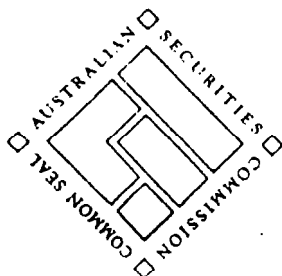
The company is taken to be registered as a company
under the Corporations Law of South Australia.



AUSTRALIAN
SECURITIES
COMMISSION

REGISTERED
OVERSEAS

Given under the seal of the
Australian Securities Commission
on this first day of September, 1995.



Alan Camerou

Alan Camerou
Chairman



MEMORANDUM

PETROLEUM EXPLORATION LICENCES 5 AND 6

All Farmout Areas

Petroleum Production Licences 6 to 20, 22 to 61, 63 to 72

Receipt of a Certificate of Registration on Conversion to a Proprietary Company is hereby entered on the Petroleum Register.

Vamgas Ltd is now Vamgas Pty Ltd.

J.S. Zabrowarny
MANAGER PETROLEUM ADMINISTRATION

24.1.7 195

502 0085 015

Form **251**

SANTOS LIMITED
ATTN: GRAHAM BOLLENHAGEN
GPO BOX 2319
ADELAIDE SA 5001

remove this top section if desired before framing

Certificate of Registration on Conversion to a Proprietary Company

Corporations Law Sub-section 168 (3)

This is to certify that

VAMGAS LTD.

Australian Company Number 006 245 110

on the nineteenth day of January 1995 converted to a **proprietary company.**

The name of the company is now

VAMGAS PTY LTD

Australian Company Number 006 245 110

The company is taken to be registered as a company
under the Corporations Law of Victoria.



AUSTRALIAN
SECURITIES
COMMISSION

Given under the seal of the
Australian Securities Commission
on this nineteenth day of January, 1995.



Alan Cameron

Alan Cameron
Chairman

MEMORANDUM

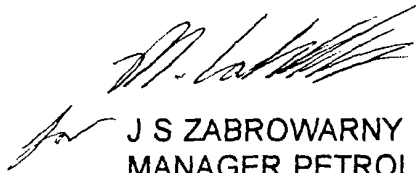
PETROLEUM EXPLORATION LICENCES 5 AND 6

PATCHAWARRA CENTRAL FARMOUT AREA

PETROLEUM PRODUCTION LICENCE'S 18, 19, 20, 29, 50, 55

Receipt of a Certificate of Registration on Change of Name is hereby entered on the Petroleum register.

Bridge Oil Ltd is now Parker and Parsley Australasia Ltd.



J S ZABROWARNY
MANAGER PETROLEUM ADMINISTRATION

13 March 1995

Form **245**

JAMES BURNS
 C/- BRIDGE OIL LIMITED, LVL 9
 255 ELIZABETH ST
 SYDNEY NSW 2000

remove this top section if desired before framing

Certificate of Registration on Change of Name

Corporations Law Sub-section 171 (12)

This is to certify that

BRIDGE OIL LTD

Australian Company Number 000 670 575

did on the ninth day of December 1994 change its name to

PARKER & PARSLEY AUSTRALASIA LIMITED

Australian Company Number 000 670 575

The company is a public company.

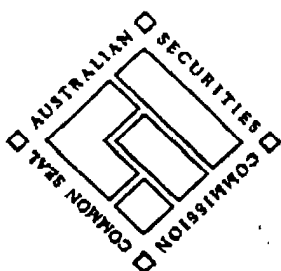
The company is limited by shares.

The company is taken to be registered as a company
 under the Corporations Law of New South Wales.



AUSTRALIAN
 SECURITIES
 COMMISSION

Given under the seal of the
 Australian Securities Commission
 on this ninth day of December, 1994.



Alan Cameron

Alan Cameron
 Chairman

COPY



SR 27/2/4 Vol 25

MEMORANDUM

Petroleum Exploration Licence's 5 and 6

Petroleum Production Licence's 6 to 20, 22 to 61, 63 to 72

Pipeline Licence No. 2

Crusader Resources NL
Westpac Banking Corporation

Receipt of the following document is hereby entered on the Petroleum Register pursuant to delegated powers dated 3 December 1993, Gazetted 9 December 1993 page 2916:

-Deed of Variation of Charge dated 17 May 1994 entered onto by Crusader Resources NL and Westpac Banking Corporation.

This Memorandum is an adjunct to Memorandum dated 10 May 1991 in respect of Fixed and Floating Charge dated 25 August 1989 and Deed of Variation of Charge dated 5 November 1990.

R A LAWS
DIRECTOR, OIL, GAS & COAL DIVISION
DELEGATE OF THE MINISTER FOR MINES & ENERGY

n 16 AX

MEMORANDUM

PELs 5 and 6

Farmout Areas and Petroleum Production Licences 6 to 20, 22 to 61 and 63 to 72.

This Memorandum will confirm that on 15th April 1994 I acknowledged receipt of the following documentation pursuant to delegated powers dated 3 December 1993, Gazetted 9 December 1993, page 2916:

- (1) Deed of Consent and Assumption dated 9 March 1994 between Santos Ltd, Crusader Resources NL, Alliance Petroleum Australia NL, Basin Oil NL, Bridge Oil Developments Pty Ltd, Bridge Oil Ltd, Delhi Petroleum Pty Ltd, Reef Oil NL, Sagasco Resources Ltd, Santos Petroleum Pty Ltd, Vamgas Ltd, Australian Hydrocarbons Ltd, Claremont Petroleum NL, Oil Company of Australia Ltd, The Australian Gas Light Company, Pipelines Authority of South Australia and Executor Trustee Australia Ltd.
- (2) JOA Cross Charge 50/40/10 JOA dated 9 March 1994 between Crusader Resources NL, Santos Ltd, Delhi Petroleum Pty Ltd, Sagasco Resources Ltd and Vamgas Ltd.
- (3) JOA Cross Charge Merrimelia-Innamincka JOA dated 9 March 1994 between Crusader Resources NL, Santos Ltd, Alliance Petroleum Australia NL, Delhi Petroleum Pty Ltd, Sagasco Resources Ltd and Vamgas Ltd.
- (4) Covenant and Acknowledgment from Santos Ltd and Crusader Resources NL to Basin Oil NL dated 8 March 1994.

The above documents are as an adjunct to the transfer as contained in the Deed of Assignment and Transfer dated 20 December 1993 between Santos Ltd and Crusader Resources NL which was approved on 17 March 1994 and do not require further approval pursuant to the Petroleum Act, 1940.

A copy of each of the abovementioned documents has been retained on the Petroleum Register.



R A LAWS
DIRECTOR, OIL GAS AND COAL
Delegate of the Minister for Mines and Energy

MEMORANDUM

Petroleum Exploration Licences 5 and 6

Farmout Areas and Petroleum production Licences

This memorandum will confirm that on 17th March 1994 I consented to the transfer as contained in the following documentation in relation to the following areas pursuant to delegated powers dated 3 December 1993, Gazetted 9 December 1993, page 2916.

- Deed of Assignment and Transfer dated 20 December 1993 between Santos Ltd and Crusader Resources N L.

The Assignment and Transfer can take effect as from 1 January 1992 as provided by the abovementioned document.

Interests in the following areas and licences are now as follows.

<u>Farmout Area</u>	<u>PPL</u>	<u>LICENCEES</u>	<u>FORMER</u>	<u>REVISED</u>
			<u>INTERESTS</u>	<u>INTERESTS</u>
			%	%
Moomba	6-7-8-9	Santos Ltd (Santos)	50.0	45.25
	10-11-51	Delhi Petroleum Pty Ltd(Delhi)	30.0	30.0
		Vamgas Ltd (Vamgas)	10.0	10.0
		Sagasco Resources Ltd (SAGASCO)	10.0	10.0
		Crusader Resources NL (Crusader)	-	4.75
Toolachee	12-13-14	Santos	50.0	45.25
	23-24-25	Delhi	30.0	30.0
	40-41-58	Vamgas	10.0	10.0
	69-71-72	SAGASCO	10.0	10.0
		Crusader	-	4.75
Nappacoongee/ Murteree	15-16-22	Santos	35.0	60.25
	30-34-36	Crusader	30.0	4.75
	39	Delhi	21.0	21.0
		Vamgas	7.0	7.0
		SAGASCO	7.0	7.0
Merrimelia/ Innamincka	17-27-33	Alliance Petroleum Aust NL	50.0	50.0
	35-42-43	Santos	25.0	20.25
	44-52-56	Delhi	15.0	15.0
	68	Vamgas	5.0	5.0
		SAGASCO	5.0	5.0
	Crusader	-	4.75	

Patchawarra Central	18-19-20	Santos	25.0	20.25
	29-50-55	Bridge Oil Developments Pty Ltd	23.75	23.75
		Delhi	15.0	15.0
		Basin Oil NL	12.50	12.50
		Reef Oil NL	12.50	12.50
		Vamgas	5.0	5.0
		SAGASCO	5.0	5.0
		Bridge Oil Ltd	1.25	1.25
		Crusader	-	4.75
Patchawarra East	26	Vamgas	43.75	43.75
		Santos	28.571	25.6022
		Delhi	17.143	17.143
		SAGASCO	10.536	10.536
		Crusader	-	2.9688
Patchawarra South West	28-48-	SAGASCO	30.0	30.0
	49-66	Santos	35.0	30.25
		Vamgas	20.0	20.0
		Delhi	15.0	15.0
		Crusader	-	4.75
Murta	31-32-37	Santos	45.0	40.25
	38-53-54	Delhi	27.0	27.0
	57-59-60	Vamgas	14.0	14.0
	61-65-67	SAGASCO	14.0	14.0
	70	Crusader	-	4.75
Lake Hope	45-46-47	Santos	52.0	47.25
	63-64	Delhi	30.0	30.0
		SAGASCO	10.0	10.0
		Vamgas	8.0	8.0
		Crusader	-	4.75
Clifton		Santos	50.0	45.25
		Delhi	30.0	30.0
		Vamgas	10.0	10.0
		SAGASCO	10.0	10.0
		Crusader	-	4.75
Haddon		Santos	52.50	47.75
		Delhi	30.0	30.0
		Vamgas	8.75	8.75
		SAGASCO	8.75	8.75
		Crusader	-	4.75
Koonchera		Santos	50.0	45.25
		Delhi	30.0	30.00
		Vamgas	10.0	10.0
		SAGASCO	10.0	10.0
		Crusader	-	4.75



Tinga-Tingana

Santos
Delhi
Vamgas
SAGASCO
Crusader

45.0
27.0
14.0
14.0
-

40.25
27.0
14.0
14.0
4.75

This Memorandum is hereby entered on the Petroleum Register.

R A LAWS
DIRECTOR, OIL, GAS & COAL DIVISION
Delegate of the Minister for Mines and Energy

COPY

502 0085 023

SR 28/1/45

MEMORANDUM

PEL's 5 & 6 Patchawarra Central Farmout area

Petroleum Production Licence Nos: 18, 19, 20, 29, 50 and 55

Pipeline Licence No 2

This Memorandum will confirm that on20/9/..... 1993 I approved the amendments as contained in the following document relative to a Global Revolving Underwriting Facility Agreement:

Third Amendment Agreement dated 25 June 1993 between Bridge Oil International Finance Ltd, Bridge Oil Ltd (BOL), Bridge Oil Developments Pty Ltd (BOD), Bridge Oil Exploration Pty Ltd, Westpac Banking Corporation, Bankers Trust Company, Bankers Trust GmbH, Merrill Lynch Money Markets Inc, AIDC Ltd, The Hong Kong and Shanghai Banking Corporation Ltd, State Bank of New South Wales Ltd, LTCB Australia Ltd and Indosuez Australia Ltd. The Agreement provides inter alia financing security over interests of BOL and BOD in the Cooper Basin downstream facilities.

This Memorandum is hereby entered on the Petroleum Register.



FRANK BLEVINS M P
MINISTER OF MINERAL RESOURCES

502 0085 024

SR 27/2/4
MC:JS

MEMORANDUM

Petroleum Exploration Licences 5 and 6 (Patchawarra Central Block)

Pipeline Licence No 2

Petroleum Production Licences 18, 19, 20, 29, 50 and 55.

Basin Oil NL
Westpac Banking Corporation

Receipt of a Deed of Charge dated 20 September 1991 entered into by Basin Oil NL and Westpac Banking Corporation is hereby entered on the Petroleum Register. My consent is insofar as it is necessary for me to do so for the purposes of Section 42 of the Petroleum Act 1940.



JOHN KLUNDER
MINISTER OF MINES AND ENERGY

28.1.91

MEMORANDUM

Petroleum Exploration Licences 5 and 6 (Patchawarra Central Block)

Pipeline Licence No 2

Petroleum Production Licences 18, 19, 20, 29, 50 and 55.

Basin Oil NL
National Mutual Life Association of Australasia Limited

Receipt of a Fixed and Floating Charge dated 20 February 1991 entered into by Basin Oil NL and National Mutual Life Association of Australasia Limited is hereby entered on the Petroleum Register. My consent is insofar as it is necessary for me to do so for the purposes of Section 42 of the Petroleum Act 1940.



JOHN KLUNDER
MINISTER OF MINES AND ENERGY

5.1.91

Charge placed in PEL 5+6
Vol. 26

MEMORANDUM

PELs 5 and 6, Pipeline Licence No. 2 and PPL's 18, 19, 20, 29 and 50

Two Deeds of Charge - Basin Oil NL

Receipt of the following documents are hereby entered on the Petroleum Register.

Deed of Fixed and Floating Charge dated 23rd November 1990 between Basin Oil NL (Mortgager) and Natwest Australia Bank Limited (mortgagee).

Deed of Fixed and Floating Charge dated 23rd November 1990 between Basin Oil NL (Mortgager) and National Westminster Bank PLC (Mortgagee).

15.11.91



J H C KLUNDER
MINISTER OF MINES AND ENERGY

Deeds placed on register for PEL's 5+6

21 DEC 1976

Original No. of 10

502 0085 027

PETROLEUM PRODUCTION LICENCE

NUMBER 18

OF

SOUTH AUSTRALIA

No. of Licence	Licensees	Locality	Date of Expiry	Area in km ²	Reference
15	SANTOS Limited Delhi Petroleum Pty Ltd Vamgas Limited Crusader Resources N.L	Della Field in the Cooper Basin	31 December 2005	154.3	SR28/1/45

Description of Area

All that part of the State of South Australia bounded as follows: Commencing at a point being the intersection of latitude 28°02'S and longitude 140°40'E, thence east to longitude 140°43'E, south to latitude 28°05'S, west to longitude 140°42'E, south to latitude 28°08'S, west to longitude 140°41'E, south to latitude 28°09'S, west to longitude 140°40'E, south to latitude 28°10'S, west to longitude 140°34'E, north to latitude 28°05'S, east to longitude 140°37'E, north to latitude 28°04'S, east to longitude 140°38'E, north to latitude 28°03'S, east to longitude 140°40'E and north to the point of commencement. All the within latitudes and longitudes are expressed in terms of the Clarke 1858 Spheroid (Transverse Mercator Projection).

No. of Licence	Licensees	Locality	Date of Expiry	Area in km ²	Reference
16	SANTOS Limited Delhi Petroleum Pty Ltd Vamgas Limited Crusader Resources N.L.	Big Lake & Namur Fields in the Cooper Basin	31 December 2005	126.9	SR28/1/45

Description of Area

All that part of the State of South Australia bounded as follows: Commencing at a point being the intersection of latitude 28°10'S and longitude 140°24'E, thence east to longitude 140°28'E, south to latitude 28°15'S, west to longitude 140°21'E, south to latitude 28°16'S, west to longitude 140°19'E, south to latitude 28°18'S, west to longitude 140°17'E, south to latitude 28°19'S, west to longitude 140°15'E, north to latitude 28°16'S, east to longitude 140°18'E, north to latitude 28°15'S, east to longitude 140°20'E, north to latitude 28°14'S, east to longitude 140°22'E, north to latitude 28°12'S, east to longitude 140°23'E, north to latitude 28°11'S, east to longitude 140°24'E and north to the point of commencement. All the within latitudes and longitudes are expressed in terms of the Clarke 1858 Spheroid (Transverse Mercator Projection).

No. of Licence	Licensees	Locality	Date of Expiry	Area in km ²	Reference
17	SANTOS Limited Delhi Petroleum Pty Ltd Vamgas Limited Alliance Petroleum Australia No Liability	Merrimelia Field in the Cooper Basin	31 December 2005	130.5	SR28/1/45

Description of Area

All that part of the State of South Australia bounded as follows: Commencing at a point being the intersection of latitude 27°41'S and longitude 140°14'E, thence east to longitude 140°16'E, south to latitude 27°43'S, west to longitude 140°15'E, south to latitude 27°45'S, west to longitude 140°13'E, south to latitude 27°46'S, west to longitude 140°12'E, south to latitude 27°47'S, west to longitude 140°11'E, south to latitude 27°48'S, west to longitude 140°09'E, south to latitude 27°49'S, west to longitude 140°05'E, north to latitude 27°47'S, east to longitude 140°06'E, north to latitude 27°46'S, east to longitude 140°07'E, north to latitude 27°45'S, east to longitude 140°08'E, north to latitude 27°44'S, east to longitude 140°09'E, north to latitude 27°43'S, east to longitude 140°10'E, north to latitude 27°42'S, east to longitude 140°14'E and north to the point of commencement. All the within latitudes and longitudes are expressed in terms of the Clarke 1858 Spheroid (Transverse Mercator Projection).

No. of Licence	Licensees	Locality	Date of Expiry	Area in km ²	Reference
18	SANTOS Limited Delhi Petroleum Pty. Ltd. Vamgas Limited Basin Oil No Liability Bridge Oil Limited Reef Oil No Liability	Fly Lake—Broilga Field in the Cooper Basin	31 December 2005	109.4	SR28/1/45

Description of Area

All that part of the State of South Australia bounded as follows: Commencing at a point being the intersection of latitude 27°34'S and longitude 140°00'E, thence east to longitude 140°03'E, south to latitude 27°37'S, west to longitude 140°02'E, south to latitude 27°38'S, west to longitude 140°00'E, south to latitude 27°39'S, west to longitude 139°59'E, south to latitude 27°40'S, west to longitude 139°57'E, south to latitude 27°41'S, west to longitude 139°55'E, north to latitude 27°39'S, west to longitude 139°54'E, north to latitude 27°37'S, east to longitude 139°55'E, north to latitude 27°36'S, east to longitude 139°58'E, north to latitude 27°35'S, east to longitude 140°00'E and north to the point of commencement. All the within latitudes and longitudes are expressed in terms of the Clarke 1858 Spheroid (Transverse Mercator Projection).

502 0085 029



SOUTH AUSTRALIA

PETROLEUM ACT, 1940-1971

A N D

COOPER BASIN (RATIFICATION) ACT, 1975

PETROLEUM PRODUCTION LICENCE NUMBER 18

701219

I, HUGH RICHARD HUDSON, Minister of Mines and Energy in the State of South Australia pursuant to the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 and all other enabling powers HEREBY GRANT JOINTLY to SANTOS LIMITED of 183 Melbourne Street, North Adelaide DELHI INTERNATIONAL OIL CORPORATION of 33 King William Street, Adelaide VAMGAS NO LIABILITY of 151 Flinders Street, Melbourne BASIN OIL NO LIABILITY of 5 Harbour View Crescent, Milsons Point BRIDGE OIL LIMITED of 52-58 Clarence Street, Sydney and REEF OIL NO LIABILITY of 5 Harbour View Crescent, Milsons Point a Petroleum Production Licence in respect of the area described hereunder:-

DESCRIPTION OF THE AREA

All that part of the State of South Australia contained within the following bounds :-

Commencing at the point of intersection of
Latitude 27° 34' South, and Longitude 140° 00' East;
thence East to the point of intersection of
Latitude 27° 34' South, and Longitude 140° 03' East;
thence South to the point of intersection of
Latitude 27° 37' South, and Longitude 140° 03' East;
thence West to the point of intersection of
Latitude 27° 37' South, and Longitude 140° 02' East;

thence South to the point of intersection of
Latitude 27° 38' South, and Longitude 140° 02' East;
thence West to the point of intersection of
Latitude 27° 38' South, and Longitude 140° 00' East;
thence South to the point of intersection of
Latitude 27° 39' South, and Longitude 140° 00' East;
thence West to the point of intersection of
Latitude 27° 39' South, and Longitude 139° 59' East;
thence South to the point of intersection of
Latitude 27° 40' South, and Longitude 139° 59' East;
thence West to the point of intersection of
Latitude 27° 40' South, and Longitude 139° 57' East;
thence South to the point of intersection of
Latitude 27° 41' South, and Longitude 139° 57' East;
thence West to the point of intersection of
Latitude 27° 41' South, and Longitude 139° 55' East;
thence North to the point of intersection of
Latitude 27° 39' South, and Longitude 139° 55' East;
thence West to the point of intersection of
Latitude 27° 39' South, and Longitude 139° 54' East;
thence North to the point of intersection of
Latitude 27° 37' South, and Longitude 139° 54' East;
thence East to the point of intersection of
Latitude 27° 37' South, and Longitude 139° 55' East;
thence North to the point of intersection of
Latitude 27° 36' South, and Longitude 139° 55' East;
thence East to the point of intersection of
Latitude 27° 36' South, and Longitude 139° 58' East;
thence North to the point of intersection of
Latitude 27° 35' South, and Longitude 139° 58' East;
thence East to the point of intersection of
Latitude 27° 35' South, and Longitude 140° 00' East;
thence North to the point of commencement.

TERMS AND CONDITIONS

1. The term of this licence is thirty one years commencing on and inclusive of the First day of January 1975 with the right, subject to carrying out adequately the obligations of the licence, to renewal from time to time on the same terms and conditions for further terms of twenty one years.
2. The licensees hereby covenant with the Minister that they will make payment of the yearly rent provided under the Petroleum Act, 1940-1971 and of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 and will subject to the provisions of the Cooper Basin

(Ratification) Act, 1975 comply with the provisions of the Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister the Director of Mines or any other person pursuant to that Act or the said Regulations.

3. The Minister hereby gives and records his consent to the grant by the licensees of eleven (11) Sub-Licences pursuant to the provisions of the Cooper Basin (Ratification) Act, 1975 in the form of or to the effect set out in the Schedule hereto.
4. It is hereby acknowledged and agreed that the licensees own and hold the following undivided interests respectively in and under this licence :-

Santos : Twenty five per centum (25%)
Delhi : Twenty per centum (20%)
Vamgas : Five per centum (5%)
Basin : Twelve and one half per centum (12-1/2%)
Bridge : Twenty five per centum (25%)
Reef : Twelve and one half per centum (12-1/2%)

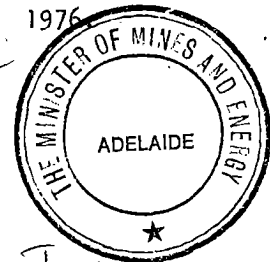
PROVIDED that nothing in this Clause contained shall in any way affect or derogate from the rights, duties and liabilities of the licensees (as determined pursuant to the Indenture scheduled to the Cooper Basin (Ratification) Act, 1975 and the Petroleum Act, 1940-1971) to the Minister under this licence AND PROVIDED FURTHER that as between the licensees the undivided interests so owned and held by the licensees shall be subject to the provisions of a Joint Operating Agreement dated the 16th day of October 1973 to which the licensees are parties and as the same has been amended of even date herewith and as may hereafter be amended from time to time.

SIGNED SEALED AND DELIVERED by the said Minister of Mines and Energy

at ADELAIDE this *Twenty first* day of *December* 1976

MFC

Adelaide

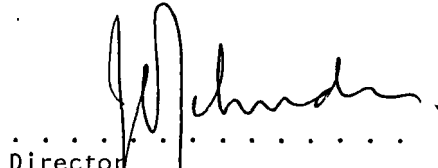


SIGNED SEALED AND DELIVERED by the said Licensees this *Twenty first* day

of *December* 1976.

THE COMMON SEAL of SANTOS)
LIMITED was hereunto affixed)
In the presence of :)

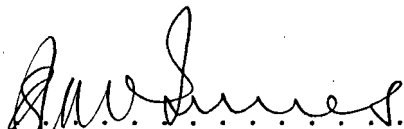

.....
Secretary



.....
Director

DELHI INTERNATIONAL OIL CORPORATION


Attest -

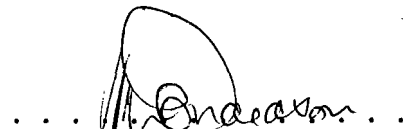
By -


.....
Assistant Secretary

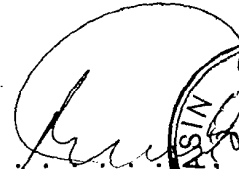

.....
Vice President

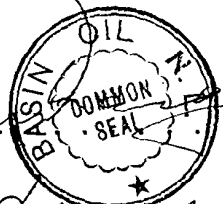
THE COMMON SEAL of VAMGAS)
N.L. was hereunto affixed)
with the authority of a)
resolution of its Board of)
Directors and in the presence)
of :)



.....
Secretary



.....
Director

THE COMMON SEAL of BASIN)
OIL N.L. was hereunto)
affixed with the authority)
of a resolution of its)
Board of Directors and in)
the presence of :

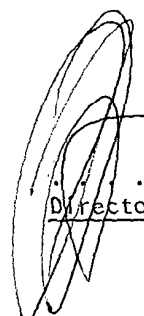

.....
Director

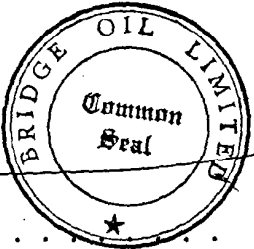


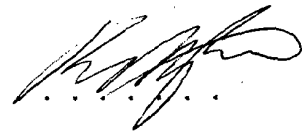

.....
Director



.....
Secretary Authorized Signatory

THE COMMON SEAL of BRIDGE)
OIL LIMITED was hereunto)
affixed with the authority)
of a resolution of its)
Board of Directors and in)
the presence of :

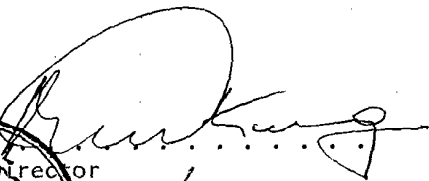

.....
Director

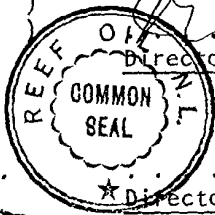


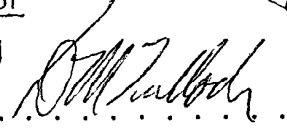

.....
Director



.....
Secretary

THE COMMON SEAL of REEF)
OIL N.L. was hereunto)
affixed with the authority)
of a resolution of its)
Board of Directors and in)
the presence of :

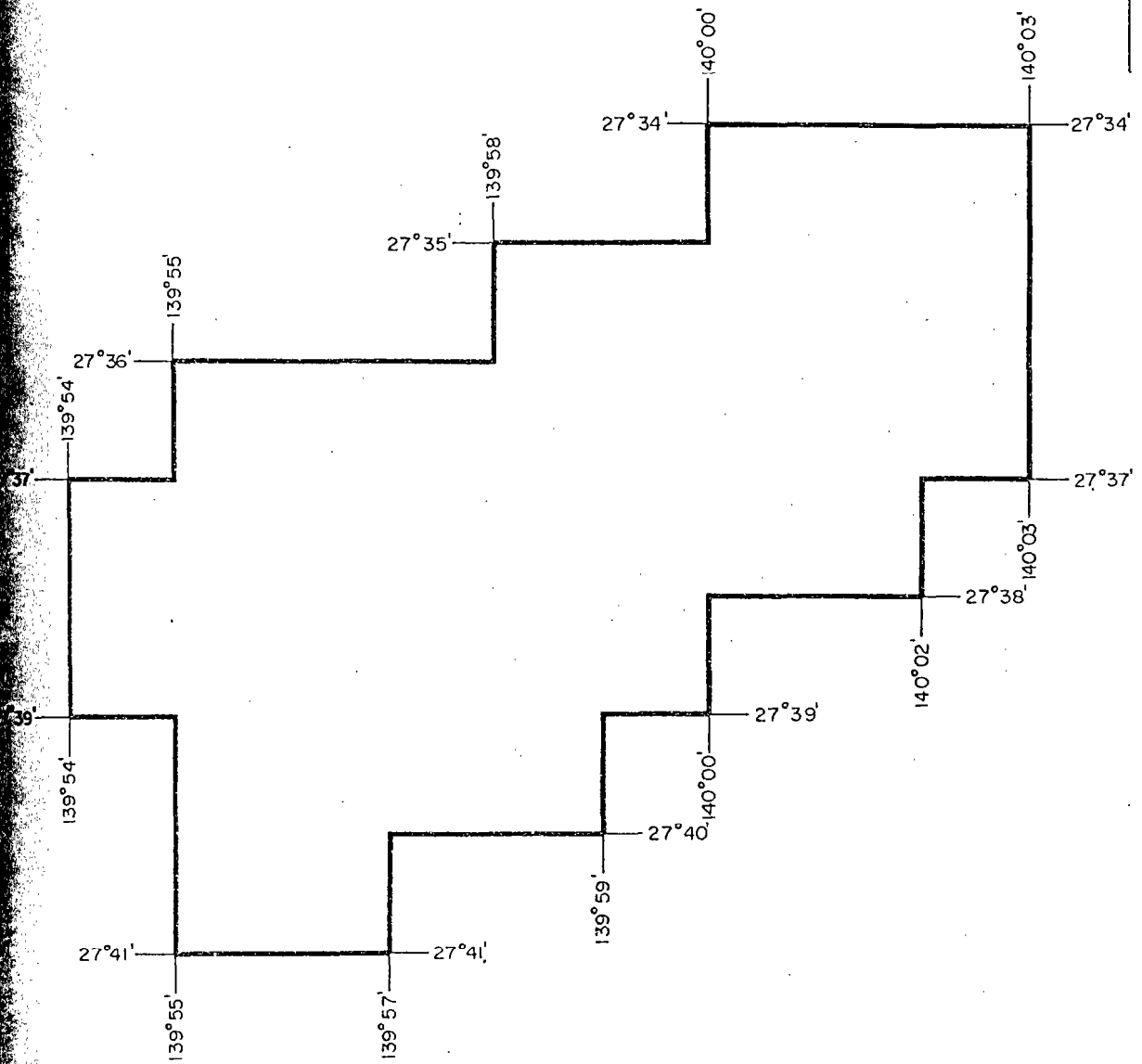

.....
Director



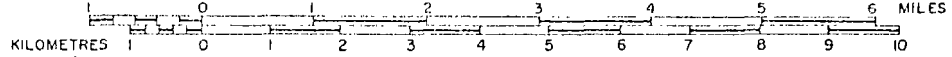

.....
Director


.....
Secretary Authorized Signatory

502 0085 034



SCALE 1:100,000



TRANSVERSE MERCATOR PROJECTION, CLARKE 1858 SPHEROID.

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

AND :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

PURSUIT OIL NO LIABILITY whose registered office is situated at corner Queen and Albert Streets, Brisbane in the State of Queensland (hereinafter sometimes called "Pursuit" which expression where the context requires or permits shall include its successors and assigns)

AND :

ALLIANCE PETROLEUM AUSTRALIA NO LIABILITY whose registered office is situated at 100 Collins Street, Melbourne in the State of Victoria (hereinafter sometimes called "Alliance" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART

W H E R E A S --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.
- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.
- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years

commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

(a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and

(b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.

2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much

of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-
 - (a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;
 - (b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and
 - (c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.

5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Broilga Field, No. 1 Area, Unit "A" Patchawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.

IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No. _____

.....
Witness

502 0085 046

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VAMGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

AND :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VANGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

PURSUIT OIL NO LIABILITY whose registered office is situated at corner Queen and Albert Streets, Brisbane in the State of Queensland (hereinafter sometimes called "Pursuit" which expression where the context requires or permits shall include its successors and assigns)

AND :

ALLIANCE PETROLEUM AUSTRALIA NO LIABILITY whose registered office is situated at 100 Collins Street, Melbourne in the State of Victoria (hereinafter sometimes called "Alliance" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

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BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)



AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART

W H E R E A S --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.
- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.
- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years

commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

- (a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and
 - (b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much



of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and amendments thereto and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-
 - (a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;
 - (b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and
 - (c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.

5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Brolga Field, No. 2 Area, Unit "A" Patchawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.

IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No. _____

.....
Witness



SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney
Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VAMGAS N.L.)
in the presence of :)

.....
Attorney
Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney
Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the day of)
1976 in the presence of :)

.....
Attorney
Power of Attorney No.

.....
Witness

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

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AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)



AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

AND :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

VANGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vangas" which expression where the context requires or permits shall include its successors and assigns)

PURSUIT OIL NO LIABILITY whose registered office is situated at corner [redacted] and Albert Streets, Brisbane in the State of Queensland (hereinafter sometimes called "Pursuit" which expression where the context requires or permits shall include its successors and assigns)

ALLIANCE PETROLEUM AUSTRALIA NO LIABILITY whose registered office is situated at 100 Collins Street, Melbourne in the State of Victoria (hereinafter sometimes called "Alliance" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART

W H E R E A S --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.
- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.
- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years

commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

- (a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and
 - (b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much,

of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-

(a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;

(b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and

(c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.

5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Brolga Field, No. 1 Area, Unit "B" Patchawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.



IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

502 0085 070

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VANGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

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OF THE ONE PART

AND :

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AND :

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BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

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(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART

W H E R E A S --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.
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 - (b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much

of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.



4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-
- (a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;
 - (b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and
 - (c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.
5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Brolga Field, No. 2 Area, Unit "B" Patchawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.



IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have herunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

502 0085 081

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No. _____

.....
Witness



SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VANGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the _____ day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

AND :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

PURSUIT OIL NO LIABILITY whose registered office is situated at corner Queen and Albert Streets, Brisbane in the State of Queensland (hereinafter sometimes called "Pursuit" which expression where the context requires or permits shall include its successors and assigns)

AND :

ALLIANCE PETROLEUM AUSTRALIA NO LIABILITY whose registered office is situated at 100 Collins Street, Melbourne in the State of Victoria (hereinafter sometimes called "Alliance" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART

W H E R E A S --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.
- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.
- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years

commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

- (a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and
 - (b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much

of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-
 - (a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;
 - (b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and
 - (c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.

5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Brolga Field, Brolga Area, Unit "B" Patchawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.



IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VAMGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

AND :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

PURSUIT OIL NO LIABILITY whose registered office is situated at corner Queen and Albert Streets, Brisbane in the State of Queensland (hereinafter sometimes called "Pursuit" which expression where the context requires or permits shall include its successors and assigns)

AND :

ALLIANCE PETROLEUM AUSTRALIA NO LIABILITY whose registered office is situated at 100 Collins Street, Melbourne in the State of Victoria (hereinafter sometimes called "Alliance" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART

W H E R E A S --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.
- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.
- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years

commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

- (a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and
 - (b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much.

of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-
- (a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;
 - (b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and
 - (c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.
5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Broilga Field, No. 1 Area, Unit "C" Patchawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.

IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

502 0685 105

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VANGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

AND :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

PURSUIT OIL NO LIABILITY whose registered office is situated at corner Queen and Albert Streets, Brisbane in the State of Queensland (hereinafter sometimes called "Pursuit" which expression where the context requires or permits shall include its successors and assigns)

AND :

ALLIANCE PETROLEUM AUSTRALIA NO LIABILITY whose registered office is situated at 100 Collins Street, Melbourne in the State of Victoria (hereinafter sometimes called "Alliance" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART

WHEREAS --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.
- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.
- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years

commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

- (a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and
 - (b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much

of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-
 - (a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;
 - (b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and
 - (c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.

5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Brolga Field, No. 2 Area, Unit "C" Patchawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.



IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No. _____

.....
Witness

502 0085 117

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

502 0085 118

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VAMGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VANGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vangas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

AND :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

PURSUIT OIL NO LIABILITY whose registered office is situated at corner Queen and Albert Streets, Brisbane in the State of Queensland (hereinafter sometimes called "Pursuit" which expression where the context requires or permits shall include its successors and assigns)

AND :

ALLIANCE PETROLEUM AUSTRALIA NO LIABILITY whose registered office is situated at 100 Collins Street, Melbourne in the State of Victoria (hereinafter sometimes called "Alliance" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)



AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART

W H E R E A S --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.

- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.

- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years



commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

- (a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and
 - (b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much

of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-
 - (a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;
 - (b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and
 - (c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.

5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Broilga Field, Broilga Area, Unit "C" Patchawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.



IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness



DEIHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

502 0085 130

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VANGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VANGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)



AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

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(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

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SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

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AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

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AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART



W H E R E A S --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.
- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.
- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years



commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

(a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and

(b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.

2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much



of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-

(a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;

(b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and

(c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.

5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Brolga Field, No. 1 Area, Basal Patchawarra Oil Sand in the First Schedule to the Unit Agreement and being as more particularly described therein.



IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness



SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VAMGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the _____ day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)



AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

AND :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

PURSUIT OIL NO LIABILITY whose registered office is situated at corner Queen and Albert Streets, Brisbane in the State of Queensland (hereinafter sometimes called "Pursuit" which expression where the context requires or permits shall include its successors and assigns)

AND :

ALLIANCE PETROLEUM AUSTRALIA NO LIABILITY whose registered office is situated at 100 Collins Street, Melbourne in the State of Victoria (hereinafter sometimes called "Alliance" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)



AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART



W H E R E A S --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.

- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.

- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

- 1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years

commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

- (a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and
 - (b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much

of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

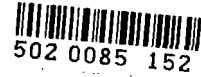


4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-
- (a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;
 - (b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and
 - (c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.
5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Brolga Field, No. 1 Area, Tirrawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.



IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness



SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VAMGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

THIS DEED OF SUB-LICENCE made the day of 1976

B E T W E E N :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)



AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)

AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensors" which expression where the context requires or permits shall include their respective successors and assigns)

OF THE ONE PART

AND :

SANTOS LIMITED whose registered office is situated at 183 Melbourne Street, North Adelaide in the State of South Australia (hereinafter sometimes called "Santos" which expression where the context requires or permits shall include its successors and assigns)

AND :

DELHI INTERNATIONAL OIL CORPORATION whose principal office in Australia is situated at 33 King William Street, Adelaide aforesaid (hereinafter sometimes called "Delhi" which expression where the context requires or permits shall include its successors and assigns)

AND :

VAMGAS NO LIABILITY whose registered office is situated at 20 Bridge Street, Sydney in the State of New South Wales (hereinafter sometimes called "Vamgas" which expression where the context requires or permits shall include its successors and assigns)

AND :

PURSUIT OIL NO LIABILITY whose registered office is situated at corner Queen and Albert Streets, Brisbane in the State of Queensland (hereinafter sometimes called "Pursuit" which expression where the context requires or permits shall include its successors and assigns)

AND :

ALLIANCE PETROLEUM AUSTRALIA NO LIABILITY whose registered office is situated at 100 Collins Street, Melbourne in the State of Victoria (hereinafter sometimes called "Alliance" which expression where the context requires or permits shall include its successors and assigns)

AND :

BASIN OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Basin" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL LIMITED (formerly named "Bridge Oil N.L.") whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "Bridge" which expression where the context requires or permits shall include its successors and assigns)



AND :

REEF OIL NO LIABILITY whose registered office is situated at 5 Harbour View Crescent, Milsons Point in the State of New South Wales (hereinafter sometimes called "Reef" which expression where the context requires or permits shall include its successors and assigns)

AND :

COMMONWEALTH OF AUSTRALIA (hereinafter sometimes called "Commonwealth" which expression where the context requires or permits shall include its successors and assigns)

AND :

BRIDGE OIL DEVELOPMENTS PTY. LIMITED whose registered office is situated at 52-58 Clarence Street, Sydney in the State of New South Wales (hereinafter sometimes called "BOD" which expression where the context requires or permits shall include its successors and assigns)

AND :

TOTAL EXPLORATION AUSTRALIA PTY. LIMITED whose registered office is situated at 168 Walker Street, North Sydney in the State of New South Wales (hereinafter sometimes called "TOTAL" which expression where the context requires or permits shall include its successors and assigns)

(the said companies being hereinafter collectively called "the Licensees" which expression shall include their respective successors and assigns)

OF THE OTHER PART

WHEREAS --

- A. The Licensors are the holders of Petroleum Production Licence No. 18 granted by the Minister of Mines and Energy for the State of South Australia pursuant to the powers in the Petroleum Act, 1940-1971 and the Cooper Basin (Ratification) Act, 1975 over certain land in the State of South Australia as more particularly described in the said Petroleum Production Licence No. 18.
- B. The Licensees are parties to an agreement made as of the 1st day of January, 1975 known as the South Australian Cooper Basin Unit Agreement (hereinafter and as the same may be amended from time to time referred to as "the Unit Agreement") relating inter alia to the development and production of petroleum from that sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as the same is more particularly described in the Schedule hereto.
- C. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia have agreed to grant and the Licensees have agreed to accept a sub-licence to exercise the rights specified in Clause 1 hereof upon the conditions specified in Clauses 2, 3, 4 and 5 hereof.

NOW THIS DEED WITNESSETH as follows --

1. The Licensors with the consent of the Minister of Mines and Energy of the State of South Australia hereby grant to each of the Licensees severally the exclusive right for a period of thirty one (31) years



commencing and inclusive of the First day of January, 1975 (with the right of renewal hereinafter contained) subject to the provisions of this Deed of Sub-Licence to :-

- (a) conduct operations for the appraisal and production of petroleum from such sub-surface portion of the area comprised in the said Petroleum Production Licence No. 18 as is more particularly described in the Schedule hereto (hereinafter referred to as "the Unitized Zone") and subject to Clause 2 hereof to own all petroleum extracted or released therefrom; and
 - (b) construct and maintain upon the land comprised in the said Petroleum Production Licence No. 18 all such facilities as the Licensors are entitled to construct and maintain thereon pursuant to Section 33 of the Petroleum Act, 1940-1971 or the Cooper Basin (Ratification) Act, 1975 (or both) of the State of South Australia and as are necessary from time to time for the full enjoyment of the rights granted pursuant to Clause 1(a) hereof.
2. Each of the Licensees hereby expressly acknowledges, covenants and agrees with the Licensors and with each of the other Licensees that in the exercise of exclusive rights granted pursuant to Clause 1 hereof each Licensee shall at all times act subject to and in accordance with the provisions of the Unit Agreement (and in particular to the provisions of Clause 13.01 thereof which refers to an overriding royalty in favour of Santos) and that such rights shall entitle each Licensee to extract or release from the Unitized Zone so much



of the petroleum within the Unitized Zone as such Licensee is entitled to from time to time in accordance with its Gas Unit Participation, Ethane Unit Participation, Propane Unit Participation, Butane Unit Participation, Pentanes Plus Unit Participation and its Additional Plant Products Unit Participation or Participations in accordance with the provisions of the Unit Agreement.

3. The Licensees hereby jointly and severally covenant with the Licensors that they will make payment in accordance with the Unit Agreement of the royalty referred to in the Cooper Basin (Ratification) Act, 1975 in respect to the production referred to in Clause 2 hereof and subject to the provisions of the Cooper Basin (Ratification) Act, 1975 make payment in accordance with the Unit Agreement of the yearly rent provided under the said Petroleum Act, 1940-1971 and will, subject as aforesaid, comply with the said Petroleum Act, 1940-1971 and amendments thereto and with all Regulations for the time being in force under that Act and with any directions given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations and the Licensees hereby further jointly and severally covenant with the Licensors not to do any act or thing or make any omission which would cause the Licensors to be in breach or default of the provisions of the said Petroleum Production Licence No. 18 or of the provisions of the said Petroleum Act, 1940-1971 and amendments thereto or of any Regulation for the time being in force under that Act or with any direction given by the Minister, the Director of Mines or any other person pursuant to that Act or the said Regulations.

4. Subject to the due compliance by the Licensees with their obligations under this Deed of Sub-Licence the Licensors hereby covenant with the Licensees :-
 - (a) to perform the covenants and obligations on the part of the Licensors contained in the said Petroleum Production Licence No. 18;
 - (b) that for such period as the same is required for the purpose of the Unit Agreement to exercise their rights of renewal pertaining to the said Petroleum Production Licence No. 18; and
 - (c) to renew the provisions of this Deed of Sub-Licence on the same terms and conditions during any renewed term of the said Petroleum Production Licence No. 18 for such period as aforesaid.

5. The rights of the Licensees or any of them granted pursuant to the foregoing provisions of this Deed of Sub-Licence shall not be sold, assigned, transferred, leased, sub-let, mortgaged, pledged, charged, encumbered or otherwise disposed of other than subject to and in accordance with the provisions of Article XV of the Unit Agreement and subject to Section 42 of the said Petroleum Act, 1940-1971 and Clause 14.2 of the Indenture annexed to the Cooper Basin (Ratification) Act, 1975.

THE SCHEDULE

(Description of Unitized Zone)

The stratigraphic unit named as the Fly Lake - Brolga Field, No. 2 Area, Tirrawarra Formation in the First Schedule to the Unit Agreement and being as more particularly described therein.

IN WITNESS WHEREOF the Parties hereto sign, seal and deliver the foregoing presents and have hereunto set their respective hands and seals as of the day and year first above written.

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for ALLIANCE)
PETROLEUM AUSTRALIA N.L. in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BASIN OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No.

.....
Witness

502 0085 165

DELHI INTERNATIONAL OIL CORPORATION

Attest -

By -

.....
Assistant Secretary

.....
Vice President

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for PURSUIT OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for REEF OIL)
N.L. in the presence of :)

.....
Attorney

Power of Attorney No. _____

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for SANTOS)
LIMITED in the presence of:)

.....
Attorney

Power of Attorney No. _____

.....
Witness



SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for TOTAL)
EXPLORATION AUSTRALIA PTY.)
LTD. in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for VAMGAS N.L.)
in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
by _____)
as Attorney for BRIDGE OIL)
DEVELOPMENTS PTY. LIMITED in)
the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

SIGNED SEALED AND DELIVERED)
for and on behalf of)
COMMONWEALTH OF AUSTRALIA)
by _____)
its duly appointed and)
authorised Appointee acting)
under authority of Executive)
Council Minute given and)
dated the day of)
1976 in the presence of :)

.....
Attorney

Power of Attorney No.

.....
Witness

In accordance with Section 117 of the *Petroleum Act 2000* (Act) this document forms part of 'The Commercial Register'.

Section 118 of the Act provides for the following:

Authority to search register

(1) A person is entitled to have access to the material included in the commercial register, on payment of the prescribed inspection fee, if the access is authorised by—

- (a) a person who has a legal or equitable interest in the relevant licence or registered dealing; or
- (b) (b) the Minister.

(2) The Minister must not authorise access under subsection (1)(b) unless the Minister has consulted with the licensee to whom the material relates and is satisfied that access should be authorised in the public interest.

FOR FURTHER INFORMATION PLEASE CONTACT:

Department of State Development
Energy Resources Division
GPO Box 320,
Adelaide SA 5001
(08) 8463 3204