

INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM EXPLORATION LICENCE PEL 218

1. 1 November 2007 Petroleum Exploration Licence PEL 218 granted

Interests: Adelaide Energy Limited 100%

Expiry Date: 31 October 2012
2. 1 November 2007 Memorandum entering PEL 218 on the public register with notation of receipt of security.
3. 8 November 2007 Gazettal of Grant of Licence
4. 26 November 2007 Notation of Revision to Security Arrangements
5. 27 November 2007 Memorandum dated 28 November 2007 entering notation of the following document on the Public Register:

Farmin Agreement dated 10 April 2007 between Adelaide Energy Limited, Icon Energy Limited, Deka Resources Pty Ltd and Well Traced Pty Ltd
Ref: SA 2007-43
6. 28 November 2007 Memorandum entering Land Access Deed dated 16 April 2007 pursuant to Section 31 of the *Native Title Act 1993* between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Yandruwandha/Yawarrawarrka People, Adelaide Energy Limited and the Yandruwandha/Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) on the public register.
7. 30 October 2008 Variation to work program.
8. 30 October 2008 Memorandum entering the variation to work program on the public register.
9. 6 November 2008 Gazettal of variation to work program.
10. 18 March 2009 Suspension of licence for the period from and including 16 March 2009 until 15 September 2009.

New expiry date of PEL 218 is now 3 May 2013.
11. 18 March 2009 Memorandum entering suspension of licence on the public register.
12. 26 March 2009 Gazettal of suspension of licence.
13. 29 April 2009 Memorandum entering surrender of adjunct AFLs 142, 143

and 144.

14. 9 June 2009 Memorandum dated 9 June 2009 entering notation of the following document on the Public Register:
Farmin Agreement dated 21 May 2009 between Adelaide Energy Limited and Beach Petroleum Limited
Ref: SA 2009-22
15. 28 August 2009 Cessation of suspension of licence with effect from and including 28 August 2009.

The new expiry date of PEL 218 is 4 April 2013.
16. 28 August 2009 Memorandum entering suspension of licence on the public register.
17. 3 September 2009 Gazettal of cessation of suspension of licence.
18. 26 October 2009 Memorandum entering notation of the following registrable dealings on the public register:

PEL 218 Deed of Assignment dated 30 July 2009 between Adelaide Energy Limited and Beach Petroleum Limited.

Ref: SA 2009-48

Interests in the licence:
Adelaide Energy Limited 10%
Beach Petroleum Limited 90%

Native Title Deed of Assumption PEL 218 dated 30 July 2009 between Adelaide Energy Limited and Beach Petroleum Limited.

Ref: SA 2009-49

Deed of Assignment, Assumption and Amendment – Icon Farmin Agreement dated 30 July 2009 between Adelaide Energy Limited, Beach Petroleum Limited, Icon Energy Limited, Deka Resources Pty Ltd and Well Traced Pty Ltd.

Ref: SA 2009-50
19. 7 January 2010 Memorandum entering notation of change of company name on the public register.

From: Beach Petroleum Limited
To: Beach Energy Limited
20. 7 January 2010 Certificate of Registration on Change of Name.
21. 25 March 2010 Variation to work program.

- | | |
|---------------------|---|
| 22. 25 March 2010 | Memorandum entering the variation to work program on the public register. |
| 23. 1 April 2010 | Gazettal of variation to work program. |
| 24. 15 April 2010 | Variation to work program. |
| 25. 15 April 2010 | Memorandum entering the variation to work program on the public register. |
| 26. 22 April 2010 | Gazettal of variation to work program. |
| 27. 25 May 2010 | Suspension of licence conditions for the period from and including 15 April 2011 to 14 October 2011. |
| | Extension to term of licence by the corresponding period of suspension. |
| | Expiry date of PEL 218 is now 14 October 2013. |
| 28. 25 May 2010 | Memorandum entering suspension of licence conditions and extension of licence term on the public register. |
| 29. 3 June 2010 | Gazettal of suspension and extension of licence. |
| 30. 7 April 2011 | Variation of licence condition. |
| 31. 7 April 2011 | Memorandum entering variation of licence condition on the public register. |
| 32. 6 July 2011 | Memorandum entering notation of the following registrable dealing on the public register. |
| | Letter Agreement dated 2 September 2009 incorporating Draft Joint Operating Agreement – PEL 218 Post Permian Section dated 30 August 2009 between Beach Petroleum Limited, Adelaide Energy Limited, Icon Energy Limited, Deka Resources Pty Limited and Well Traced Pty Limited.
Ref: SA 2011-45 |
| 33. 31 August 2011 | Memorandum entering notation of receipt of security on the public register. |
| 34. 26 October 2011 | Variation of licence conditions. |
| 35. 26 October 2011 | Memorandum entering variation of licence conditions on the public register. |
| 36. 3 November 2011 | Gazettal of variation of licence conditions. |
| 37. 23 January 2012 | Memorandum entering notation of grant of adjunct AAL 170 on the public register. |

38. 23 March 2012 Memorandum entering notation of discharge of security on the public register.
39. 23 March 2012 Memorandum entering notation of receipt of security on the public register.
40. 5 March 2013 Memorandum dated 5 March 2013 entering notation of registration of the following document on the Public Register:
PEL 218 Farmin Agreement dated 25 February 2013 between Chevron Australia Exploration 1 Pty Ltd, Beach Energy Limited and Adelaide Energy Pty Ltd.
Ref: SA 2013-07
41. 4 April 2013 Memorandum dated 4 April 2013 entering notation of registration of the following document on the Public Register:
Joint Operating Agreement PEL 218 Permian Section dated 25 February 2013 between Adelaide Energy Pty Ltd and Beach Energy Limited.
Ref: SA 2013-10
42. 23 April 2013 Memorandum entering notation of registration of the following registrable dealings on the public register.
- Deed of Assignment and Assumption Icon Farmin Agreement (PEL 218 Post Permian) Phase 1 dated 1 August 2011 between Beach Energy Limited, Icon Energy Limited, Dekka Resources Pty Ltd, Well Traced Pty Ltd and Adelaide Energy Limited.
Ref: SA 2012-20
- Deed of Assignment and Assumption Icon Farmin Agreement (PEL 218 Post Permian) Phase 2 dated 12 April 2012 between Beach Energy Limited, Icon Energy Limited, Dekka Resources Pty Ltd, Well Traced Pty Ltd and Adelaide Energy Limited.
Ref: SA 2013-11
- Interests in the Post Permian area within PEL 218 are:
- | | |
|-------------------------|----------|
| Beach Energy Limited | 23.3340% |
| Icon Energy Limited | 33.3330% |
| Deka Resources Pty Ltd | 16.6665% |
| Well Traced Pty Ltd | 16.6665% |
| Adelaide Energy Limited | 10.0000% |
- Native Title Assumption Deed (PEL 218 Post Permian) Phases 1 & 2 dated 9 April 2013 between Beach Energy Limited, Icon Energy Limited, Dekka Resources Pty Ltd, Well Traced Pty Ltd and Adelaide Energy Limited.
Ref: SA 2013-12

43. 5 August 2013 Memorandum entering notation of extension of time limit to lodge licence renewal application.
44. 4 September 2013 Memorandum entering notation of registration of the following registrable dealings on the public register.
- Deed of Assignment, Assumption and Amendment dated 10 May 2013 between Beach Energy Limited, Adelaide Energy Limited and Chevron Australia Exploration 1 Pty Ltd.
Ref: SA 2013-55
- Native Title Deed of Assignment and Assumption dated 10 May 2013 between Beach Energy Limited, Adelaide Energy Limited and Chevron Australia Exploration 1 Pty Ltd.
Ref: SA 2013-56
- Interests in the licence are:
- | | |
|---|-----|
| Beach Energy Limited | 70% |
| Chevron Australia Exploration 1 Pty Ltd | 30% |
45. 9 October 2013 Memorandum entering notation of registration of the following registrable dealing on the public register.
- Deed of Variation – PEL 218 Farm-in Agreement dated 19 August 2013 between Beach Energy Limited, Adelaide Energy Pty Ltd and Chevron Australia Exploration 1 Pty Ltd.
Ref: SA 2013-57
46. 29 April 2014 Memorandum notating the receipt of an application for the renewal of PEL 218 and noting the grant of PRLs 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 over the whole area of PEL 218. As a result of the grant of PRLs 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 the term of PEL 218 ended with effect on 29 April 2014.

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

1. Notation of the receipt of an application for the renewal of PEL 218 is hereby entered on the public register.

Pursuant to Section 65(5) of the *Petroleum and Geothermal Energy Act 2000* the licence term is extended until the renewal application is determined.

2. Notation of the grant of Petroleum Retention Licences (PRLs) 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 with effect from 29 April 2014 is hereby entered on the Public Register.
3. As a consequence of the granting of PRLs 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 over the whole of the area of PEL 218 the licence term ends with effect on 29 April 2014.



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

Date: 29 April 2014

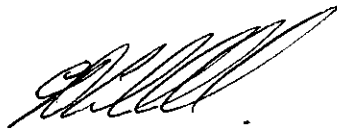
File: F2013/000315

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

SA 2013-57 Notation of registrable dealing as evidenced by Deed of Variation – PEL 218 Farm-in Agreement dated 19 August 2013 between Beach Energy Limited, Adelaide Energy Pty Ltd and Chevron Australia Exploration 1 Pty Ltd is hereby entered on the public register.



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

Date: 9 October 2013

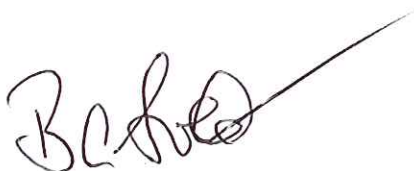
Ref: F2013/000315

Petroleum and Geothermal Energy Act 2000
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MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

- SA 2013-55 Notation of registrable dealing as evidenced by Deed of Assignment, Assumption and Amendment dated 10 May 2013 between Beach Energy Limited, Adelaide Energy Limited and Chevron Australia Exploration 1 Pty Ltd is hereby entered on the public register.
- SA 2013-56 Notation of registrable dealing as evidenced by Native Title Deed of Assignment and Assumption dated 10 May 2013 between Beach Energy Limited, Adelaide Energy Limited and Chevron Australia Exploration 1 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: 4 September 2013

Ref: MER F2013/000315

Petroleum and Geothermal Energy Act 2000
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MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

1. Notation of extension of time to 13 October 2013 by which the licensee must apply for the renewal of Petroleum Exploration Licence PEL 218 is hereby entered on the public register.



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

Date: 5 August 2013

File: F2013/000315

Petroleum and Geothermal Energy Act 2000
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MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

SA 2012-20 Notation of registrable dealing as evidenced by Deed of Assignment and Assumption Icon Farmin Agreement (PEL 218 Post Permian) Phase 1 dated 1 August 2011 between Beach Energy Limited, Icon Energy Limited, Deka Resources Pty Ltd, Well Traced Pty Ltd and Adelaide Energy Limited is hereby entered on the public register.

SA 2013-11 Notation of registrable dealing as evidenced by Deed of Assignment and Assumption Icon Farmin Agreement (PEL 218 Post Permian) Phase 2 dated 12 April 2012 between Beach Energy Limited, Icon Energy Limited, Deka Resources Pty Ltd, Well Traced Pty Ltd and Adelaide Energy Limited is hereby entered on the public register.

Interests in the Post Permian area within PEL 218 are:

Beach Energy Limited	23.3340%
Icon Energy Limited	33.3330%
Deka Resources Pty Ltd	16.6665%
Well Traced Pty Ltd	16.6665%
Adelaide Energy Limited	10.0000%

SA 2013-12 Notation of registrable dealing as evidenced by Native Title Assumption Deed (PEL 218 Post Permian) Phases 1 & 2 dated 9 April 2013 between Beach Energy Limited, Icon Energy Limited, Deka Resources Pty Ltd, Well Traced Pty Ltd and Adelaide Energy Limited is hereby entered on the public register.



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

Date: 23 April 2013

Ref: F2013/000315

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

SA 2013-10 Notation of registrable dealing as evidenced by Joint Operating Agreement PEL 218 Permian Section dated 25 February 2013 between Adelaide Energy Pty Ltd and Beach Energy Limited is hereby entered on the public register.



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

Date: 4 April 2013

Ref: 27/2/375

Petroleum and Geothermal Energy Act 2000
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MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

SA 2013-07

Notation of registrable dealing as evidenced by PEL 218 Farm-in Agreement Australia dated 25 February 2013 between Chevron Australia Exploration 1 Pty Ltd, Beach Energy Limited and Adelaide Energy Pty Ltd is hereby entered on the public register.



J. S. ZABROWARNY
A/Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 5 March 2013

Ref: 27/2/375

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 91, 92, 94, 95, 105, 107, 186, 218, 255, 494 and 496

PETROLEUM RETENTION LICENCES
PRLs 1, 2 and 13

PETROLEUM PRODUCTION LICENCES
PPLs 62, 168, 202, 204, 205, 210, 212, 220, 224 and 239

PIPELINE LICENCE
PL 19

GAS STORAGE RETENTION LICENCE
GSRL 27

1. Notation of receipt of security in the form of a Bank Guarantee dated 15 March 2012 is hereby entered on the public register.
2. Security is held to cover any single event occurring in any licence operated by Adelaide Energy Limited or Beach Energy Limited in South Australia.



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: 23 March 2012

File:	27/2/169	27/2/170	27/2/172	27/2/173
	27/2/185	27/2/187	27/2/309	27/2/315
	27/2/337	27/2/375	27/2/418	27/2/439
	28/1/159	28/1/353	28/1/360	28/1/375
	28/1/382	28/1/394	28/1/419	28/1/426
	28/1/446	F2009/14	F2009/16	F2010/730
	F2011/278	F2011/602		

Petroleum and Geothermal Energy Act 2000
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MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 91, 92, 94, 95, 107, 186 and 218

PETROLEUM PRODUCTION LICENCES
PPLs 204, 205, 210, 212, 220, 224 and 239

1. Notation of discharge of security in the form of Bank Guarantees dated 11 September 2007, 22 December 2008 and 26 August 2011 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: 23 March 2012

File:	27/2/169	27/2/170	27/2/172
	27/2/173	27/2/187	27/2/315
	27/2/375	28/1/360	28/1/375
	28/1/382	28/1/394	28/1/419
	28/1/426	F2011/278	

Petroleum and Geothermal Energy Act 2000
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MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

1. Notation of the Grant of Associated Activities Licence AAL 170 (adjunct to PEL 218) 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: 23 January 2012

File: F2011/000750

(b) provide the following information to the Minister or his agent by June 30 in each year:

- (i) records of water and salinity levels in the wells described in Clause 2 (a); and
- (ii) cumulative time series hydrographs that include the quarterly water levels in the wells described in 2 (a) above.

3. The water user must not take water except through a meter.

4. The water user must immediately report any fault or suspected fault with the meter or meters to the Mount Gambier office of the Department for Water telephone (08) 8735 1134.

5. The water user must not cause, suffer or permit any interference with a meter used for the purposes of measuring the quantity of water taken under this authorisation or any interference with pipes or fittings that may affect the accuracy of a meter, without the consent of the Minister or his agent.

6. The water user must not adjust or alter the meter without the consent of the Minister or his agent.

7. The water user must not damage or destroy the meter.

8. This authorisation will commence on the date it is published in the *Government Gazette* and will remain in effect for a period of two years unless earlier varied or revoked.

For the purposes of this authorisation:

‘Water use year’ means a period of 12 months commencing on 1 July and ending 30 June the following calendar year.

Words used in this authorisation that are defined in the Act shall have the meanings set out in the Act.

‘Unconfined aquifer’ means the saturated sequence of rocks occurring above the aquitard on top of the Dilwyn Formation or the Mepunga Formation in the Otway Basin or the Renmark Group in the Murray Basin, whether occurring within the Gambier Limestone of the Otway Basin, the Murray Limestone of the Murray Basin or some other younger geological unit.

Well Unit Numbers means the unique well identifier that is assigned to a well in the South Australian Government data base ‘SA Geodata base’.

Dated 31 October 2011.

PAUL CAICA, Minister for Sustainability,
Environment and Conservation

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Licence Condition Extension of Licence Term Petroleum Exploration Licence—PEL 90

PURSUANT to Section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of the abovementioned Petroleum Exploration Licence has been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009, for the period from and including 2 May 2012 to 1 November 2012.

The term of PEL 90 has been extended by a period corresponding to the period of suspension, such that PEL 90 will now expire on 1 November 2013.

Dated 27 October 2011.

C. D. COCKSHELL,
Acting Executive Director,
Petroleum and Geothermal Division
Minerals and Energy Resources
Delegate of the Minister for Mineral
Resources and Energy

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SECTION 25 (5) (b)

Variation of Petroleum Exploration Licence—PEL 218

NOTICE is hereby given that under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009, the conditions of the abovementioned Exploration Licence have been varied as follows:

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Acquire 218 km 2D seismic survey; and • Geological and Geophysical studies.
Two	• Drill one well; and • Geological and Geophysical studies.
Three	• Drill three wells; and • Geological and Geophysical studies.
Four	• Acquire 162 km 2D seismic survey; and • Drill two wells.
Five	• Drill 2 wells.

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

Dated 26 October 2011.

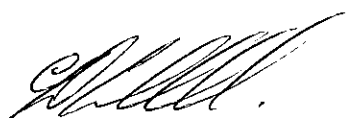
C. D. COCKSHELL,
Acting Executive Director,
Petroleum and Geothermal Division
Minerals and Energy Resources
Delegate of the Minister for Mineral
Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

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



C. D. COCKSHELL
Acting Executive Director
Petroleum and Geothermal Division
Minerals and Energy Resources
Delegate of the Minister for Mineral Resources and Energy

Date: 26 October 2011

Ref: 27/2/375

Petroleum and Geothermal Energy Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 218

I, CYRIL DAVID COCKSHELL, Acting Executive Director Petroleum and Geothermal, Minerals and Energy Resources, in the State of South Australia, pursuant to section 25 of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 1 October 2009 vary the conditions of the above-mentioned licence, held by -

Beach Energy Limited
ACN 007 617 969

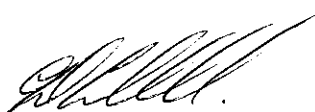
Adelaide Energy Limited
ACN 116 256 823

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Acquire 218km 2D seismic survey; and • Geological and geophysical studies.
Two	• Drill one well; and • Geological and geophysical studies.
Three	• Drill three wells; and • Geological and geophysical studies.
Four	• Acquire 162km 2D seismic survey; and • Drill two wells.
Five	• Drill two wells.

Dated: 26 October 2011



C.D. COCKSHELL
Acting Executive Director
Petroleum and Geothermal Division
Minerals and Energy Resources
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 91, 92, 94, 95, 107, 186 and 218

PETROLEUM PRODUCTION LICENCES
PPLs 204, 205, 210, 212, 220, 224 and 239

1. Notation of receipt of security in the form of a Bank Guarantee dated 26 August 2011 is hereby entered on the public register.
2. Security is held to cover any single event occurring in any licence operated by Beach Energy Limited in South Australia.



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

Date: 31 August 2011

File: 27/2/169	28/1/360
27/2/170	28/1/375
27/2/172	28/1/382
27/2/173	28/1/394
27/2/187	28/1/419
27/2/315	28/1/426
27/2/375	F2011/000278

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

SA 2011-45 Notation of registrable dealing as evidenced by Letter Agreement dated 2 September 2009 incorporating Draft Joint Operating Agreement – PEL 218 Post Permian Section dated 30 August 2009 between Beach Petroleum Limited, Adelaide Energy Limited, Icon Energy Limited, Deka Resources Pty Limited and Well Traced Pty Limited is hereby entered on the public register.



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

Date: 6 July 2011

Ref: 27/2/375

Petroleum and Geothermal Energy Act 2000
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MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

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



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

Date: 7 April 2011

Ref: 27/2/375

Petroleum and Geothermal Energy Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 218

I, BARRY ALAN GOLDSTEIN, Executive Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to section 76(3)(b) of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 1 October 2009 hereby vary the conditions of the above-mentioned licence, held by -

Beach Energy Limited
ACN 007 617 969

Adelaide Energy Limited
ACN 116 256 823

Condition 6 of the licence is omitted and the following substituted:

- " 6. The Licensee shall, upon production of a regulated resource from the licence area, comply with its obligations under Clause 6.2 of the Deed dated 16 April 2007 between the Licensee, the Minister, the Yandruwandha/Yawarrawarrka People and the Yandruwandha/Yawarrawarrka Traditional Land Owners (Aboriginal Corporation), entered into for the purposes of Section 31 of the *Native Title Act 1993*."

Dated: 7 April 2011



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

The following signatures evidence the consent of the Licensees to the Variation of Conditions of Petroleum Exploration Licence PEL 218 as set out in this document and made pursuant to Section 76(3)(b) of the *Petroleum and Geothermal Energy Act 2000*.

Executed for and on behalf of:

Beach Energy Limited

ACN 007 617 969

Date..... 31/3/11

Signature..... 

Name..... NEIL GIBBINS

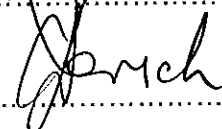
Chief Operating Officer

Position.....

Adelaide Energy Limited

ACN 116 256 823

Date..... 5/April/2011

Signature..... 

Name..... CARL W DORSCH

Position..... MANAGING DIRECTOR

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Licence Condition**Extension of Licence Term**Petroleum Exploration Licences—**PELs 91, 92, 94, 95, 107 and 218**Extension of Licence Term**Associated Activities Licence—AAL 154*

PURSUANT to section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of the abovementioned Petroleum Exploration Licences has been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009, for the following periods:

PEL 91 from and including 5 June 2010 to 4 December 2010;
PEL 92 from and including 5 November 2010 to 4 May 2011;
PEL 94 from and including 5 May 2011 to 4 November 2011;
PEL 95 from and including 30 October 2010 to 29 April 2011;
PEL 107 from and including 2 December 2010 to 1 June 2011; and
PEL 218 from and including 15 April 2011 to 14 October 2011.

The terms of PELs 91, 92, 94, 95, 107 and 218 have been extended by a period corresponding to the period of suspension, such that the licences will now expire on the following dates:

PEL 91 will now expire on 4 December 2013;
PEL 92 will now expire on 4 May 2012;
PEL 94 will now expire on 4 November 2012;
PEL 95 will now expire on 29 April 2012;
PEL 107 will now expire on 1 June 2014; and
PEL 218 will now expire on 14 October 2013.

As a consequence of the suspension and extension of PEL 92, the term of the adjunct Associated Activities Licence AAL 154 is extended, such that AAL 154 will now expire on 4 May 2012.

Dated 25 May 2010.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

1. Suspension of the work commitments under licence condition 1 of petroleum exploration licence PEL 218 for the period from and including 15 April 2011 to 14 October 2011 is hereby entered on the public register.
2. Extension of the term of PEL 218 by the corresponding period of suspension, such that PEL 218 will now expire on 14 October 2013 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: 25 May 2010

Ref: 27/2/375

Petroleum and Geothermal Energy Act 2000
S.76A

**SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 218**

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 and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 1 October 2009 –

- (a) suspend the work commitments under licence condition 1 of petroleum exploration licence PEL 218 for the period from and including 15 April 2011 to 14 October 2011.
- (b) extend the term of PEL 218 by the corresponding period of suspension, such that PEL 218 will now expire 14 October 2013.

Dated: 25 May 2010



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SECTION 25 (5) (b)

Variation of Petroleum Exploration Licence—PEL 218

NOTICE is hereby given that under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009, the conditions of the abovementioned Exploration Licence have been varied as follows:

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Acquire 218 km 2D seismic data; and • Geological and geophysical studies.
Two	• Drill one well; and • Geological and geophysical studies.
Three	• Drill three wells; • Acquire 162 km 2D seismic survey; and • Geological and geophysical studies.
Four	• Drill two wells.
Five	• Drill two wells.

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

Dated 15 April 2010.

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

- | | |
|-------------------|---|
| 21. 25 March 2010 | Variation to work program. |
| 22. 25 March 2010 | Memorandum entering the variation to work program on the public register. |
| 23. 1 April 2010 | Gazettal of variation to work program. |
| 24. 15 April 2010 | Variation to work program. |
| 25. 15 April 2010 | Memorandum entering the variation to work program on the public register. |
| 26. 22 April 2010 | Gazettal of variation to work program. |

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

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

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

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

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

Date: 15 April 2010

Ref: 27/2/375

Petroleum and Geothermal Energy Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 218

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources in the State of South Australia, pursuant to section 25 of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 1 October 2009 vary the conditions of the above-mentioned licence, held by -

Beach Energy Limited ACN 007 617 969

Adelaide Energy Limited ACN 116 256 823

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Acquire 218km 2D seismic survey; and • Geological and geophysical studies.
Two	• Drill one well; and • Geological and geophysical studies.
Three	• Drill three wells; and • Acquire 162km 2D seismic survey; and • Geological and geophysical studies.
Four	• Drill two wells.
Five	• Drill two wells.

Dated: 15 April 2010



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SECTION 25 (5) (b)

Variation of Petroleum Exploration Licence—PEL 218

NOTICE is hereby given that under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009, the conditions of the abovementioned Exploration Licence have been varied as follows:

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Acquire 180 km 2D seismic survey; and • Geological and Geophysical studies
Two	• Drill one well; and • Acquire 100 km 2D seismic survey; and • Geological and Geophysical studies
Three	• Drill three wells; and • Acquire 100 km 2D seismic survey; and • Geological and Geophysical studies.
Four	• Drill two wells
Five	• Drill two wells

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

Dated 25 March 2010.

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

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

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

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

A handwritten signature in black ink, appearing to read 'Bc 800' followed by a long horizontal stroke.

**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: 25 March 2010

Ref: 27/2/375

Petroleum and Geothermal Energy Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 218

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources in the State of South Australia, pursuant to section 25 of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 1 October 2009 vary the conditions of the above-mentioned licence, held by -

Beach Energy Limited ACN 007 617 969

Adelaide Energy Limited ACN 116 256 823

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Acquire 180km 2D seismic survey; and • Geological and geophysical studies.
Two	• Drill one well; and • Acquire 100km 2D seismic survey; and • Geological and geophysical studies.
Three	• Drill three wells; and • Acquire 100km 2D seismic survey; and • Geological and geophysical studies.
Four	• Drill two wells.
Five	• Drill two wells.

Dated: 25 March 2010



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

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

MEMORANDUM

**PETROLEUM EXPLORATION LICENCES
PELs 91, 92, 94, 95, 106, 107 and 218**

**PETROLEUM RETENTION LICENCES
PRLs 13 and 25**

**PETROLEUM PRODUCTION LICENCES
PPLs 204, 205, 210, 212, 220 and 224**

**ASSOCIATED ACTIVITIES LICENCES
AALs 18, 82, 98, 128, 146 and 154**

1. Notation of change of company name:

From: Beach Petroleum Limited
To: Beach Energy Limited

is hereby entered on the public register



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

Date: 7 January 2010

Ref:	27/2/169	27/2/520
	27/2/170	27/2/543
	27/2/172	28/1/360
	27/2/173	28/1/375
	27/2/186	28/1/382
	27/2/187	28/1/394
	27/2/339	28/1/419
	27/2/375	28/1/426
	27/2/438	28/1/431
	27/2/439	F2009/000739
	27/2/512	

BEACH PETROLEUM LIMITED
25 Conyngham Street
GLENSIDE SA 5065

Remove this top section if designed before 1999



Certificate of Registration on Change of Name

This is to certify that

BEACH PETROLEUM LIMITED

Australian Company Number 007 617 969

did on the tenth day of December 2009 change its name to

BEACH ENERGY LIMITED

Australian Company Number 007 617 969

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 twenty-first day of December, 1961.

Issued by the
Australian Securities and Investments Commission
on this tenth day of December, 2009.

A stylized, handwritten signature in black ink.

Anthony Michael D'Aloisio
Chairman



CERTIFICATE

Petroleum and Geothermal Energy Act 2000

S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE

PEL 218

SA 2009-48 Notation of registrable dealing as evidenced by PEL 218 Deed of Assignment dated 30 July 2009 between Adelaide Energy Limited and Beach Petroleum Limited is hereby entered on the public register

Interests in the licence:
Adelaide Energy Limited 10%
Beach Petroleum Limited 90%

SA 2009-49 Notation of registrable dealing as evidenced by Native Title Deed of Assumption PEL 218 dated 30 July 2009 between Adelaide Energy Limited and Beach Petroleum Limited is hereby entered on the public register.

SA 2009-50 Notation of registrable dealing as evidenced by Deed of Assignment, Assumption and Amendment – Icon Farmin Agreement dated 30 July 2009 between Adelaide Energy Limited, Beach Petroleum Limited, Icon Energy Limited, Dekka Resources Pty Ltd and Well Traced Pty Ltd is hereby entered on the public register.



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

Date: 26 October 2009

Ref: 27/2/375

PETROLEUM ACT 2000

*Cessation of Suspension of Petroleum Exploration Licence—
PEL 218*

PURSUANT to section 90 of the Petroleum Act 2000, notice is hereby given that the suspension dated 18 March 2009 of the abovementioned Exploration Licence has been ceased under the provisions of the Petroleum Act 2000, from and including 28 August 2009, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of PEL 218 is now determined to be 14 April 2013.

Dated 28 August 2009.

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

Petroleum Act 2000
S.90

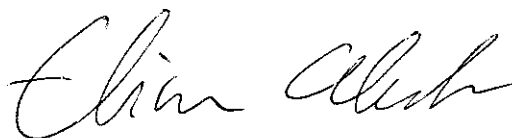
**CESSATION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 218**

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

(a) hereby approve the cessation of suspension dated 18 March 2009 of petroleum exploration licence PEL 218 with effect from 28 August 2009.

1. The expiry date of PEL 218 is now determined to be 14 April 2013.

Dated: 28 August 2009



**ELINOR M. ALEXANDER
A/Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development**

Petroleum Act 2000
S.115

MEMORANDUM

**CESSATION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE - PEL 218**

1. Cessation of suspension of licence from and including 28 August 2009 is entered on the public register.



ELINOR M. ALEXANDER
A/Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Date: 28 August 2009

Ref: 27/2/375

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

SA 2009-22 Notation of registrable dealing as evidenced by Farmin Agreement dated 21 May 2009 between Adelaide Energy Limited and Beach Petroleum Limited is hereby entered on the public register.



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

Date: 9 June 2009

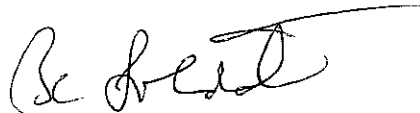
Ref: 27/2/375

Petroleum Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

1. Notation of the surrender of Associated Facilities Licences AFLs 142, 143 and 144 (adjunct to PEL 218) 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: 29 April 2009

File: 27/2/541

PETROLEUM ACT 2000

*Suspension of Petroleum Exploration Licence—PEL 218 and
Associated Facilities Licences—AFLs 142, 143 and 144*

NOTICE is hereby given that the abovementioned Petroleum Exploration Licence and Associated Facilities Licences have been suspended under the provisions of the Petroleum Act 2000, from and including 16 March 2009 to 15 September 2009, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of PEL 218 and AFLs 142, 143 and 144 is now determined to be 3 May 2013.

Dated 18 March 2009.

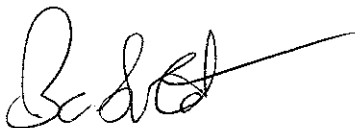
B. A. GOLDSTEIN,
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE PEL 218
AND
ASSOCIATED FACILITIES LICENCES AFLs 142, 143 AND 144**

1. Suspension of licences from and including 16 March 2009 to 15 September 2009 is hereby entered on the public register.
2. The expiry date of PEL 218 and AFLs 142, 143 and 144 is now determined to be 3 May 2013.



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: 18 March 2009

Ref: 27/2/375
27/2/541

Petroleum Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE PEL 218
AND
ASSOCIATED FACILITIES LICENCES AFLs 142, 143 AND 144**

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

- (a) suspend petroleum exploration licence PEL 218 and associated facilities licences AFLs 142, 143 and 144 for the period from and including 16 March 2009 to 15 September 2009.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 218 and AFLs 142, 143 and 144 is now determined to be 3 May 2013.

Dated: 18 March 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

PETROLEUM ACT 2000

SECTION 25 (5) (b)

Variation of Petroleum Exploration Licence—PEL 218

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

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

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

Year of Term of Licence	Minimum Work Requirements
One	Acquire 180 km 2D seismic survey; and Geological and Geophysical studies.
Two	Drill 2 wells; and Acquire 100 km 2D seismic survey; and Geological and Geophysical studies.
Three	Drill 2 wells; and Acquire 100 km 2D seismic survey; and Geological and Geophysical studies.
Four	Drill 2 wells
Five	Drill 2 wells

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

Dated 30 October 2008.

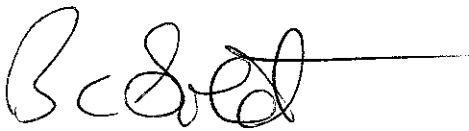
B. A. GOLDSTEIN,
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

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



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

Date: 30 October 2008

Ref: 27/2/375

Petroleum Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 218

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources in the State of South Australia, pursuant to section 25 of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 hereby vary the conditions of Petroleum Exploration Licence PEL 218 held by -

Adelaide Energy Limited
ACN 116 256 823

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Acquire 180km 2D seismic survey; and • Geological and geophysical studies.
Two	• Drill two wells; and • Acquire 100km 2D seismic survey; and • Geological and geophysical studies.
Three	• Drill two wells; and • Acquire 100km 2D seismic survey; and • Geological and geophysical studies.
Four	• Drill two wells.
Five	• Drill two wells.

Dated: 30 October 2008



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

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

1. Deed pursuant to Section 31 of the *Native Title Act 1993* dated 16 April 2007 between the Minister for Mineral Resources Development, the Yandruwandha/Yawarrawarrka People, Adelaide Energy Limited and the Yandruwandha/Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) is hereby entered on the public register, with effect from 1 November 2007.



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

Date: 28 November 2007

Ref: 27/2/375

Deed

pursuant to section 31 of the *Native Title Act 1993* (Cth)

The Honourable Paul Holloway MLC, Minister for Mineral Resources Development for and on behalf of the State of South Australia (**Government Party**)

The Yandruwandha/Yawarrawarrka People by Charlie Moore, Fredrick Brown, Leslie Harris, Aaron Paterson, Anita Paterson, Fay Nicholls and Theresa Bottrell (**Native Title Party**)

Adelaide Energy Limited ACN 116 256 823 (**Grantee Party**)

Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) (**Association**)

MinterEllison

L A W Y E R S

Deed

Pursuant to section 31 of the *Native Title Act 1993* (Cth)

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Details

Date 16 APRIL

Parties

Name **The Honourable Paul Holloway MLC**
Short form name **Government Party**
Role Minister for Mineral Resources Development for and on behalf of the State of South Australia
Notice details c/- The Director, Petroleum & Geothermal Group, Level 6, 101 Grenfell Street, Adelaide South Australia 5000
Facsimile + 61 8 8463 3229
Attention: Mr Barry Goldstein

Revenue SA -- Stamp Duty
ORN 19 040 349 865
2006/7
EX
RevNetID 114620865
Consid/Val/Sac\$ 0.00
SA Proportion \$ 0.00
Stamp Duty \$ 0.00
LTD Fees \$ 0.00
Interest \$ 0.00
Pen/Add Tax \$ 0.00
Date 14/05/2007
COP 4 01 3
----- End of Receipt -----

Name **The Yandruwandha/Yawarrawarrka People** by Charlie Moore, Fredrick Brown, Leslie Harris, Aaron Paterson, Anita Paterson, Fay Nicholls and Theresa Bottrell
Short form name **Native Title Party**
Role Registered Native Title Claimants in relation to native title determination application no. SG 6024/98 in the Federal Court of Australia
Notice details c/- Hunt & Hunt Solicitors, 12th Floor, 26 Flinders Street, Adelaide South Australia 5000
Facsimile + 61 8 8211 7362
Attention: Mr Michael Steele

Name **Adelaide Energy Limited**
ACN 116 256 823
Short form name **Grantee Party**
Notice details Level 15, 1 King William Street, Adelaide South Australia 5000
Facsimile +61 8 8212 7518
Attention: Mr Neville Martin

Name **Yandruwandha/Yawarrawarrka Traditional Land Owners (Aboriginal Corporation)**
Short form name **Association**
Notice details c/- Hunt & Hunt Solicitors, 12th Floor, 26 Flinders Street, Adelaide South Australia 5000
Facsimile + 61 8 8211 7362
Attention: Mr Michael Steele

Background

- A The Grantee Party has lodged an application for the grant of an exploration licence under the Petroleum Act in respect of the block described in Schedule 1 (which includes land the subject of the Native Title Application) and seeks the issue of a Licence pursuant to the Petroleum Act.
- B If the grant of the Licence affects native title it will be a future act as defined in the Native Title Act.

- C The Government Party has given notice of its intention to grant the Licence in accordance with section 29 of the Native Title Act. The Government Party and the Grantee Party want certainty as to the validity of the grant of the Licence in accordance with Division 3 of Part 2 of the Native Title Act and the parties have entered into this Deed for the purpose of ensuring the validity of the Licence under the Native Title Act.
- D The Native Title Party has filed the Native Title Application under section 13(1) of the Native Title Act, in respect of the Claimed Land on behalf of the Native Title Claim Group.
- E The Negotiation Parties have negotiated in good faith under Subdivision P of Division 3 of Part 2 of the Native Title Act in relation to the Government Party's intention to grant the Licence.
- F The issuing of the Licence is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act.
- G If the Licence is issued to the Grantee Party in accordance with the Petroleum Act, it is the intention of the parties that the grant of the Licence, and any work done pursuant to it, affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to it, and it is the further intention of the parties that in any event, the grant of the Licence and activities under it will not extinguish or permanently affect such rights and interests.
- H Following negotiations in good faith between the Negotiation Parties, the Native Title Party has agreed to the grant of the Licence to the Grantee Party consequent upon the execution of this Deed.
- I The Native Title Claim Group (which includes the registered native title claimants) resolved on 12 June 2001 to incorporate under the *Aboriginal Councils and Associations Act 1976* (Cth). On 2 August 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) pursuant to the *Aboriginal Councils and Associations Act 1976* (Cth).
- J The Government Party, the Native Title Party and the Grantee Party, all having negotiated in good faith have agreed that for the better management of interaction between them and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Party, as are more specifically set out in this Deed, to include the Association as a party to this Deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Deed:

Ancillary Agreement means any existing or future agreement in or substantially in the form contained in Schedule 5 to this Deed made between the Native Title Party and the Grantee Party or any other person in connection with:

- (a) the grant of the Licence;
- (b) the Grantee Party exercising its rights and entitlements and discharging its obligations under the Licence; or
- (c) either of (a) or (b).

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

Association means the association or corporation named in Schedule 3 of this Deed.

Business Day means a day other than a Saturday, Sunday or public holiday in South Australia.

Claimed Land means the area of land and any waters the subject of the Native Title Application.

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

Essential Term means those terms in clauses 4(d), 6, 11, 17(c) of this Deed and in clauses 8, 9(g), 9(h), 10(g), 14 and 16 of the Ancillary Agreement.

Government Party means the State of South Australia.

Grantee Party means Adelaide Energy Pty Ltd ACN 116 256 823, being the applicant for the Licence.

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

Licence means the exploration licence proposed to be issued to the Grantee Party in the Licence Area pursuant to the Petroleum Act referred to in part A of the Background and includes:

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

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

Licence Area means that part of the land and any waters comprising part of the Claimed Land and the subject of a Licence Application as described in Schedule 1 of this Deed and, subsequent

to the grant of the Licence, the area the subject of the Licence provided that, where at any time part of such area ceases to be the subject of a Licence, that area ceases to also form part of the Licence Area.

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

Native Title Act means the *Native Title Act 1993* (Cth).

Native Title Application means the Application for Determination of Native Title filed in the Federal Court of Australia by the Native Title Party and described in Schedule 2.

Native Title Claim Group has the same meaning as in the Native Title Act.

Native Title Party has the same meaning as in the Native Title Act and includes all members of the Native Title Claim Group in relation to the Native Title Application.

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

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

Petroleum has the same meaning as in the Petroleum Act

Petroleum Act means the *Petroleum Act 2000* (SA) as amended from time to time and includes any regulations promulgated under that act.

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

Registered Native Title Claimants has the same meaning as in the Native Title Act.

State means the State of South Australia.

1.2 Interpretation

In this Deed, unless the contrary intention appears:

- (a) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.
- (b) The singular includes the plural and vice versa and reference to a gender includes each other gender
- (c) A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa.
- (d) A reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Deed.
- (e) Recitals and Schedules form part of this Deed.
- (f) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time
- (g) A reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and assigns.
- (h) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning

- (i) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally.
- (j) A reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them.
- (k) A reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them.
- (l) The meaning of general words will not be limited by reference to accompanying specific words.
- (m) Any term or expression used herein which is defined in either the Petroleum Act or the Native Title Act has the same meaning as in that legislation.
- (n) A provision must not be construed against a party only because that party prepared it
- (o) Monetary references are to Australian currency
- (p) If any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part were not omitted, be ineffective, void, voidable, illegal or unenforceable then:
 - (i) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained in the Deed;
 - (ii) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component (and in particular to ensure the validity of an agreement of the kind contemplated by section 31(1)(b) of the Native Title Act for the purpose of the valid grant of a Licence); and
 - (iii) provided that in the event the offending provisions are the inclusion of the Association as a party to this Deed and the consequential provisions of that inclusion then the agreements, representations and warranties contained shall be attributed to, and be taken to have always been attributed to, the Native Title Party.
- (q) In this Deed, headings are for convenience of reference and do not affect the interpretation of this Deed.
- (r) A reference to a Minister, Department, authority, body or person, includes the Minister, Department, authority, body or person for the time being performing the function of such Minister, Department, authority, body or person

2. Commencement and term

- (a) This Deed commences on the Commencement Day.
- (b) For the avoidance of doubt, the operation of clauses 6.1(b), 6.2 and 17(c) are conditional upon the grant of the PEL.

- (c) Subject to any provision of this Deed to the contrary, this Deed will terminate on the completion of the Project.
- (d) This Deed shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.

3. Authority to enter into Deed

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

4. The Licence

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

- (v) acknowledges that this Deed is evidence of an agreement obtained for the purpose of section 31(1)(b) of the Native Title Act.
- (b) It is the intention of the Negotiation Parties that:
 - (i) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence and Later Act, and to any work done pursuant to any Licence or Later Act; and
 - (ii) their agreement to the grant of the Licence as evidenced by this Deed is conjunctive so as to extend to all things able to be granted to the Grantee Party in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the Petroleum Act without further recourse to the Right to Negotiate provided by the Native Title Act subject to and in accordance with the terms and conditions of this Deed or any Ancillary Agreement.
- (c) The Negotiation Parties acknowledge that:
 - (i) the issue of a Licence or Later Act and any work done pursuant to a Licence or Later Act affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence or Later Act and carrying out work pursuant to the Licence or Later Act;
 - (ii) subject to clause 4(c)(iii), for the purposes of Section 26D(2)(c) of the Native Title Act, if a Later Act occurs or is done in relation to the Licence Area, Sub-division P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act; and
 - (iii) the Grantee Party must not before such Later Act is done be in breach of and remain in breach of any Essential Term.
- (d) The Grantee Party covenants with the other Negotiation Parties that it will carry out activities under a Licence on the Licence Area in accordance with:
 - (i) the Petroleum Act;
 - (ii) all Applicable Law;
 - (iii) the provisions of this Deed; and
 - (iv) good petroleum industry practice.

5. Native Title Act and Petroleum Act

- (a) Each of the Negotiation Parties acknowledge that all Negotiation Parties have negotiated in good faith for the purposes of section 31(1)(b) of the Native Title Act.
- (b) The Government Party is authorised to provide a copy of this Deed to:
 - (i) the National Native Title Tribunal in accordance with section 41A of the Native Title Act in order to satisfy section 28(1)(f) of that Act;
 - (ii) the Minister in accordance with and to satisfy sections 112 and 115 of the Petroleum Act and for inclusion on the public register established pursuant to section 115 of the Petroleum Act; and
 - (iii) the South Australian Parliament.

6. Payments

6.1 Administration Payments

For better facilitating the administration of this Deed the Grantee Party will pay to the Association the sum of \$15,000.00 per annum in respect of the PEL provided:

- (a) the first payment shall be made within seven days of the grant of the PEL (subject to the signing of this Deed by the Native Title Party and execution by the Association);
- (b) each subsequent annual payment shall be made within seven days following the anniversary of the date of grant of the PEL;
- (c) where a Licence Area is not entirely located on the Native Title Party's Claimed Land each amount payable under this provision shall be calculated rateably in like proportion as the Claimed Land within the boundary of the total Licence Area bears to the total Licence Area;
- (d) should the proportion of Claimed Land within the boundary of the total Licence Area bear to a Licence Area change between the anniversary dates of the PEL the amount payable according to this provision will be adjusted and paid, refunded or credited (as the case requires) within seven days following the next anniversary of the date of grant of the PEL;
- (e) where a portion of the PEL is relinquished upon renewal in accordance with the requirements of the Petroleum Act, the annual payments will be decreased so that the sum of \$10,000 per annum will be payable;
- (f) if the Minister and the Grantee Party agree to suspend the PEL in accordance with section 90 of the Petroleum Act, payments to the Association will also be suspended for the same period; and
- (g) the maximum payable under this provision is \$125,000, based on the initial term payment of \$15,000 per annum and a five-year renewed term of the PEL with a \$10,000 per annum payment.

6.2 Production Payments

- (a) The Grantee Party agrees:
 - (i) to pay to the Association, or to such charitable or other trust fund or funds as may be notified to the Government Party and to the Grantee Party in writing by the Association, in further consideration for the Association entering into this Deed, amounts calculated from in accordance with the terms set out in Schedule 4; and
 - (ii) the payments the subject of this clause 6.2(a) shall be effected by the Grantee Party paying those amounts to the State and the State shall accept those payments for the purposes set out in this clause 6.2.
- (b) The Association requests and directs the State to pay to the Association from time to time the monies received by the State from the Grantee Party in accordance with clause 6.2(a) and the State agrees so to do.
- (c) Each payment by the State shall be made:
 - (i) for and on behalf of the Grantee Party;
 - (ii) within a reasonable time of receipt of the relevant monies in cleared funds; and
 - (iii) in full satisfaction and discharge of each respective obligation of the Grantee Party arising under clause 6.2(a).

- (d) Each amount payable by the Grantee Party under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to clause 6.2(e).
- (e) In the event the method of calculation contained in the Petroleum Act at the date of this Deed is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of paragraphs 6.2(a) , 6.2(b) and 6.2(c), the Minister may give six calendar months notice in writing to the other parties of the Minister's desire to re-negotiate the method of collection and distribution of monies in terms of this clause 6 in which case the Negotiation Parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.
- (f) The receipt of the Association shall be a full and sufficient discharge to the Minister and to the Grantee Party for any payments made pursuant to this clause 6.2.
- (g) Nothing in this clause 6.2 is intended adversely to affect the integrity of the Native Title Application.
- (h) Nothing in this clause 6.2 is intended to impose on the State a duty to invest any monies collected by the State for distribution to the Association.
- (i) The Native Title Party and the Association:
 - (i) acknowledge that the Government Party's and the Grantee Party's obligations under this Deed, including the payments to be made under this clause 6, are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Party may now or in the future have, or but for this Deed might have had, against the Grantee Party and the Government Party (or either of them) and their respective employees, officers, agents or contractors (or any of them) in connection with any actual and potential (or either of them) extinguishment of and affect (or either of them) or impact on, any native title or claimed native title of the Native Title Party in consequence of or arising out of or in relation to any Licence and the exercise or rights or the discharge of obligations by the Grantee Party under any Licence (**Compensation Entitlements**);
 - (ii) release the Grantee Party and the Government Party from, and acknowledge that this Deed may be pleaded as an absolute bar against, all such Compensation Entitlements, liabilities, actions, claims or demands; and
 - (iii) will not make any application or claim against the Grantee Party or the Government Party or any other person in any court, tribunal, commission or any other competent body, including the National Native Tribunal for compensation, restitution, benefits, damages or any other amount (whether held in trust under the Native Title Act or otherwise) in connection with any such Compensation Entitlements, liabilities, actions, claims or demands.
 - (iv) The provisions of clause 6.2(i)(i) and 6.2(i)(ii) do not apply to any compensation claim arising by reason of a breach of this Deed.

7. Ancillary Agreement

The Grantee Party and the Native Title Party have agreed to enter into an Ancillary Agreement and for the better management of interaction between them and for the purpose of more efficiently

managing certain administrative functions under the Ancillary Agreement for the benefit of the Native Title Party, as are more specifically set out in the Ancillary Agreement, to also include the Association as a party to the Ancillary Agreement.

8. Government Party not liable for Ancillary Agreement

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

9. Deed and Ancillary Agreement not conditions of grant

The provisions of this Deed (other than the obligations of the Grantee Party and of the Government Party contained in clause 6.2) and of any Ancillary Agreement are not terms of the grant of a Licence under the Petroleum Act.

10. Inconsistency

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

11. Environmental protection and rehabilitation

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

12. No acknowledgement of native title

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

13. Assignment

- (a) The Grantee Party may at its absolute discretion assign, transfer or novate the whole or part of its interests in this Deed.
- (b) If the Grantee Party assigns or transfers the whole or part of an interest in a Licence, the Grantee Party will procure that the party acquiring that interest in the Licence enters into a deed of assumption where the incoming party covenants to assume the obligations of the Grantee Party with regard to the other parties, and to be bound by the terms and conditions of this Deed as if it were a party to this Deed to the extent of the interest so acquired by the incoming party.
- (c) Nothing in this Deed obviates any statutory requirement for prior approval of the Minister in relation to any assignment, transfer or novation.

14. Notices

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

The Government Party:

The Minister for Mineral Resources Development
C/- The Director, Petroleum & Geothermal Group
Level 6, 101 Grenfell Street
Adelaide SA 5000
Facsimile number: (08) 8463 3229

Native Title Party:

The Yandruwandha/Yawarrawarrka People
C/- Hunt & Hunt Lawyers
12th Floor, 26 Flinders Street
Adelaide South Australia 5000
Facsimile number: (08) 8211 7362

Grantee Party:

Adelaide Energy Pty Ltd
Level 15
1 King William Street
Adelaide South Australia 5000
Facsimile number: (08) 8212 7518

Association:

Yandruwandha Yawarrawarrka Traditional Land
Owners (Aboriginal Corporation)
C/- Hunt & Hunt Lawyers
12th Floor, 26 Flinders Street
Adelaide South Australia 5000
Facsimile number: (08) 8211 7362

- (b) In the event that any party changes its address for notices that party must advise the other parties in writing within seven days of its new address, and from that time all parties must address any notices to the new address.
- (c) A notice sent by mail will be deemed received by the party to whom it is addressed on the next business day following its posting. Notices transmitted by facsimile are deemed delivered on the day of transmission subject to confirmation of complete transmission.

15. Governing law

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

16. Counterparts

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

17. General

- (a) Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- (b) The Grantee Party will pay the Native Title Party's legal and other costs and expenses in connection with the preparation and completion of this Deed. The Government Party and the Grantee Party will each pay their own legal and other costs and expenses, except for Stamp Duty which will be borne and paid by the Government Party.

- (c) In consideration of the Native Title Claim Group entering into the agreement, evidenced by this Deed, the Grantee Party agrees to pay the Association a special non-recurrent payment of \$60,000.00 upon grant of the Licence.
- (d) Where any payment to be made by the Grantee Party or the Government Party under this Deed (**Payment**) constitutes consideration for a taxable supply by the Association:
 - (i) the amount of the Payment shall be increased by, and the paying party shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10%;
 - (ii) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates; and
 - (iii) unless the Grantee Party issues a recipient created tax invoice in relation to a payment,

the additional amount need not be paid unless and until the Association has given the paying party a tax invoice sufficient to enable the paying party to claim any input tax credit to which it may be entitled in respect of the taxable supply.
- (e) In this clause 17:
 - (i) the expression 'Prevailing GST Rate' in relation to a particular taxable supply means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and
 - (ii) a word which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this clause.
- (f) No modification, variation or amendment to this Deed shall be of any force unless in writing and executed by each party. No waiver by a party of any of the provisions of this Deed shall be binding unless made in writing and any such waiver shall relate only to the specific matter, non-compliance or breach in respect of which it is given and shall not apply to any subsequent or other matter, non-compliance or breach.
- (g) This Deed shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.
- (h) The Association may appoint an agent to carry out its functions under this Deed. At the request of any other party the Association will provide details in writing of the agent and the scope of the authority of the agent.

Schedule 1 - The Licence application and map of the Licence Area

**APPLICATION FOR PETROLEUM EXPLORATION LICENCE
PETROLEUM ACT 2000 and Petroleum Regulations 2000**

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

Full Name(s) **Adelaide Energy Pty Ltd** ACN 116 256 823_ Participating interest (%) **100%**

Telephone **(08) 8233 5401** Facsimile **(08) 8212 7518**

Email **neville.martin@minterellison.com**

Full Name(s) _____ Participating interest (%) _____

Business Address _____

Telephone _____ Facsimile _____

Email _____

Full Name(s) _____ Participating interest (%) _____

Business Address _____

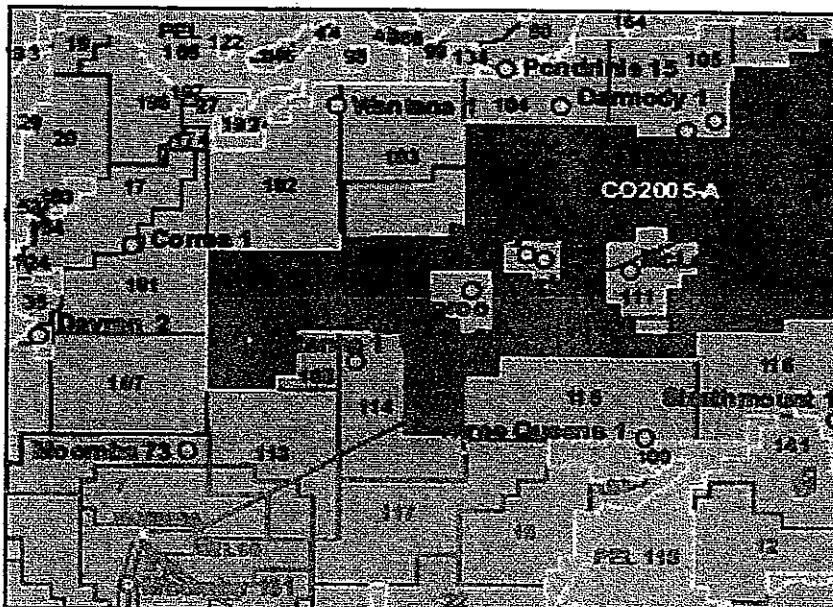
Telephone _____ Facsimile _____

Email _____

Name of participant who may be contacted about the application:

Mr Neville Martin

We hereby make application for the grant of a petroleum exploration licence in respect of the area described hereunder and as shown on the attached map.



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

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

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

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

The application fee of A\$2,815 per licence.

[Handwritten signature]

DIRECTOR

DIRECTOR



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

Dated this 13th Day of October 2005

SEND APPLICATIONS MARKED

'Confidential — contains PEL application' to:

Director, Petroleum Group
Office of Minerals and Energy Resources
Primary Industries and Resources South Australia
Level 7, 101 Grenfell Street
Adelaide SA 5000
AUSTRALIA

Phone National (08) 8463 3204 +618 8463 3204
International

Fax National
International (08) 8463 3229 +618 8463 3229

Web site www.petroleum.pir.sa.gov.au

Email pirsa.petroleum@saugov.sa.gov.au

The closing date for CO2005 A applications is 4.00 pm on Thursday 13 October 2005

YEAR 1 WORK PROGRAM

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


**PRIMARY INDUSTRIES
AND RESOURCES SA**

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

	Well 1	Well 2	Well 3
Eromanga	1	1	
Cooper		1	
Pre-Permian			
Cost (A\$'000)	2,000	2,500	

SEISMIC YEAR 1

	km/km ²	Cost (A\$'000)
2D Seismic	180 km	540
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 1 Cost (A\$'000) Description

	Cost (A\$'000)	Description
Geological & Geophysical Studies	100	Integrated seismic, stress and deposition studies
Gravity Surveys		
Aeromagnetic Surveys		
Other		

COMMENTS

The seismic acquisition programme is planned to further define and detail Jurassic-Cretaceous oil targets on the south-west and north-east flanks of the Nappamerri Trough. Seismic interpretation, deposition, stress and fracturing studies will be commenced to identify potential targets for gas exploration. Two wells are planned to test Jurassic Targets with one of the wells being deepened into the Permian if there are indications of favourable reservoir conditions in the area.

YEAR 2 WORK PROGRAM

 Entire Year 2 program: guaranteed ☒
 (You must tick a box) non-guaranteed ☐

**PRIMARY INDUSTRIES
AND RESOURCES SA**
WELLS YEAR 2 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga	1		
Cooper	1		
Pre-Permian	1		
Cost (A\$'000)	3,500		

SEISMIC YEAR 2

	km/km ²	Cost (A\$'000)
2D Seismic	100	300
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 2 Cost (A\$'000) Description

	Cost (A\$'000)	Description
Geological & Geophysical Studies	100	Deposition stress and fracture studies
Gravity Surveys		
Aeromagnetic Surveys		
Other		

COMMENTS

Depositional, stress and fracture studies will be continued and aided by new seismic acquisition where needed to develop techniques for exploiting the Permian gas accumulations. The Eromanga section will be tested on the way down as appropriate.

YEAR 3 WORK PROGRAM

 Entire Year 3 program: guaranteed ☒
 (You must tick a box) non-guaranteed ☐

**PRIMARY INDUSTRIES
AND RESOURCES SA**
WELLS YEAR 3 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga	1		
Cooper	1		
Pre-Permian	1		
Cost (A\$'000)	3,500		

SEISMIC YEAR 3

	km/km ²	Cost (A\$'000)
2D Seismic	100	300
3D Seismic		
Seismic Reprocessing		

OTHER STUDIES YEAR 3 Cost (A\$'000) Description

	Cost (A\$'000)	Description
Geological & Geophysical Studies	100	Continuing geological and geophysical studies
Gravity Surveys		
Aeromagnetic Surveys		
Other		

COMMENTS

Geological and geophysical studies will be continued from the previous two years. A guaranteed well is proposed for further testing of the Permian section based on these studies. The Eromanga section will be tested on the way down as appropriate.

YEAR 4 WORK PROGRAM

Entire Year 4 program: guaranteed ☐
 (You must tick a box) non-guaranteed ☒



**PRIMARY INDUSTRIES
AND RESOURCES SA**

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

	Well 1	Well 2	Well 3
Eromanga	1	1	
Cooper	1	1	
Pre-Permian	1	1	
Cost (A\$'000)	3,000	3,000	

SEISMIC YEAR 4

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

OTHER STUDIES YEAR 4 Cost (A\$'000) Description

	Cost (A\$'000)	Description
Geological & Geophysical Studies		
Gravity Surveys		
Aeromagnetic Surveys		
Other		

COMMENTS

Two non-guaranteed wells are proposed contingent on the previous years' results.

YEAR 5 WORK PROGRAM

 Entire Year 5 program: guaranteed ☐
 (You must tick a box) non-guaranteed ☒

**PRIMARY INDUSTRIES
AND RESOURCES SA**
WELLS YEAR 5 Please identify all test targets for all wells by ticking appropriate boxes

	Well 1	Well 2	Well 3
Eromanga	1	1	
Cooper	1	1	
Pre-Permian	1	1	
Cost (A\$'000)	3,000	3,000	

SEISMIC YEAR 5

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

OTHER STUDIES YEAR 5 Cost (A\$'000) Description

	Cost (A\$'000)	Description
Geological & Geophysical Studies		
Gravity Surveys		
Aeromagnetic Surveys		
Other		

COMMENTS

Two non guaranteed wells are proposed depending on results to date.

Proposal to Grant Exploration Licence

(Section 29)

NATIVE TITLE ACT 1993 (COMMONWEALTH)

The State of South Australia HEREBY GIVES NOTICE that the Minister for Mineral Resources Development, C/- Petroleum Group, Minerals and Energy Resources, Department of Primary Industries and Resources SA, 6th Level, 101 Grenfell Street, Adelaide SA 5000 has received the following Exploration Licence application under the *Petroleum Act 2000*

NUMBER PELA 218 (CO 2005- A)

APPLICANT ADELAIDE ENERGY PTY LTD

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°32'00"S GDA94 and longitude 140°59'00"E GDA94, thence east to the eastern border of the State of South Australia, thence southerly along the border of the said State to latitude 27°52'00"S GDA94, west to longitude 140°56'00"E GDA94, south to latitude 27°53'00"S GDA94, west to longitude 140°50'00"E AGD66, south to latitude 27°54'50"S AGD66, west to longitude 140°36'40"E AGD66, south to latitude 27°56'10"S AGD66, west to longitude 140°34'20"E AGD66, south to latitude 28°01'00"S GDA94, west to longitude 140°34'00"E GDA94, north to latitude 28°00'00"S GDA94, west to longitude 140°30'00"E GDA94, north to latitude 27°53'00"S GDA94, west to longitude 140°23'00"E GDA94, south to latitude 27°56'00"S GDA94, west to longitude 140°21'30"E GDA94, south to latitude 27°57'00"S AGD66, west to longitude 140°16'40"E AGD66, north to latitude 27°47'40"S AGD66, east to longitude 140°25'40"E AGD66, north to latitude 27°46'40"S AGD66, east to longitude 140°34'00"E AGD66, north to latitude 27°39'00"S GDA94, east to longitude 140°46'00"E GDA94, south to latitude 27°40'00"S GDA94, east to longitude 140°52'00"E GDA94, north to latitude 27°36'00"S GDA94, east to longitude 140°52'10"E AGD66, north to latitude 27°35'00"S GDA94, east to longitude 140°56'00"E GDA94, north to latitude 27°34'00"S GDA94, east to longitude 140°58'00"E GDA94, north to latitude 27°33'00"S GDA94, east to longitude 140°59'00"E GDA94, and north to the point of commencement but excluding the areas bounded as follows:-

Area 1

Commencing at a point being the intersection of latitude 27°46'00"S GDA94 and longitude 140°46'00"E GDA94, thence east to longitude 140°48'00"E GDA94, south to latitude 27°47'00"S GDA94, east to longitude 140°50'00"E GDA94, south to latitude 27°49'00"S GDA94, west to longitude 140°49'00"E GDA94, south to latitude 27°50'00"S GDA94, west to longitude 140°48'00"E GDA94, south to latitude 27°53'00"S GDA94, west to longitude 140°46'00"E GDA94, north to latitude 27°52'00"S GDA94, west to longitude 140°45'00"E GDA94, north to latitude 27°51'00"S GDA94, west to longitude 140°44'00"E GDA94, north to latitude 27°47'00"S GDA94, east to longitude 140°46'00"E GDA94, and north to point of commencement.

Area 2

Commencing at a point being the intersection of latitude 27°47'00"S GDA94 and longitude 140°37'00"E GDA94, thence east to longitude 140°41'00"E GDA94, south to latitude 27°50'00"S GDA94, west to longitude 140°39'00"E GDA94,

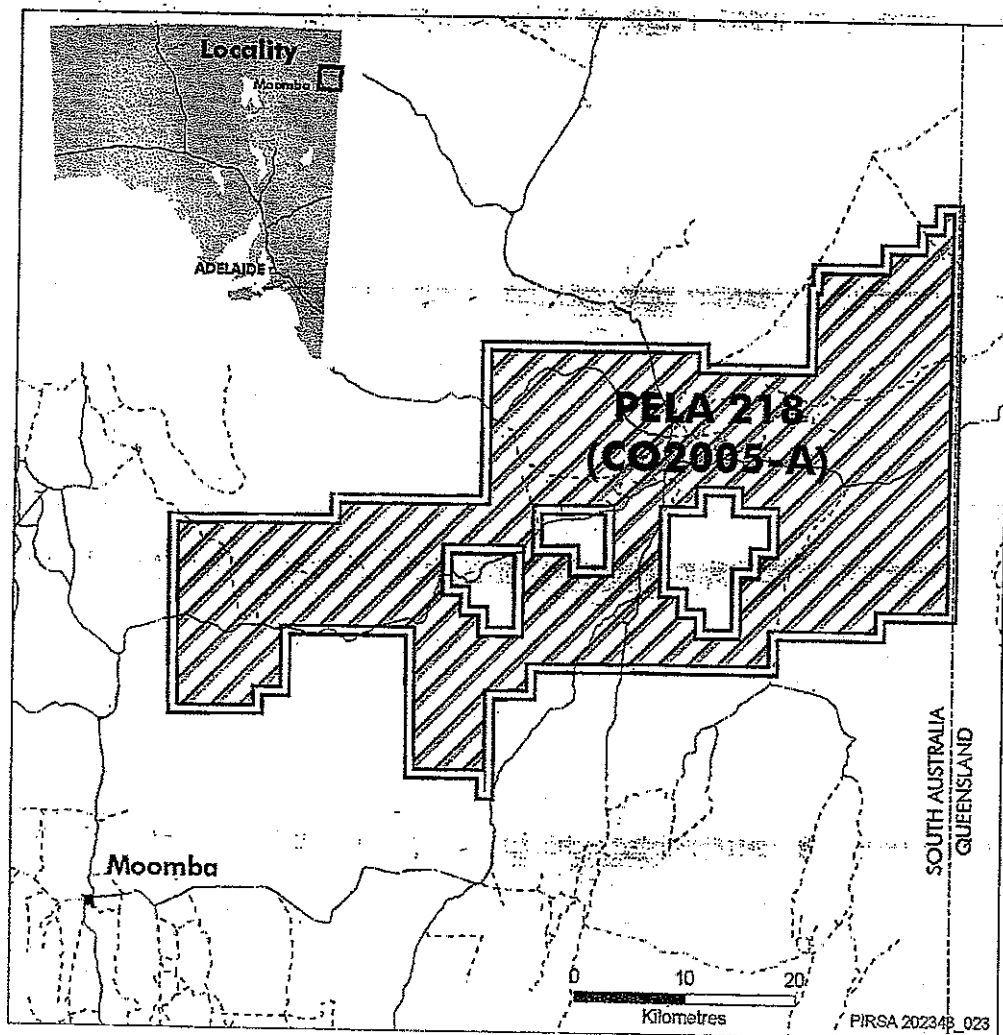
North to latitude 27°49'00"S GDA94, west to longitude 140°37'00"E GDA94,
and north to point of commencement.

Area 3

Commencing at a point being the intersection of latitude 27°49'00"S GDA94
and longitude 140°32'00"E GDA94, thence east to longitude 140°36'00"E GDA94,
south to latitude 27°53'00"S GDA94, west to longitude 140°34'00"E GDA94,
north to latitude 27°52'00"S GDA94, west to longitude 140°33'00"E GDA94,
north to latitude 27°51'00"S GDA94, west to longitude 140°32'00"E GDA94,
and north to point of commencement.

AREA: 1599 square kilometres approximately.

LOCALITY: Refer Plan Attached



Nature of the acts: Grant of an Exploration Licence pursuant to the *Petroleum Act 2000* which authorises the applicant to explore for petroleum for a term of five (5) years from notification of grant and a right of renewal for a further one (1) five (5) year term. The *Petroleum Act 2000* also provides a holder of an Exploration Licence with a right (subject to the *Petroleum Act 2000*), to apply for a Production Licence where a discovery that warrants production is made. Production Licence rights include the right to undertake regulated activities under the *Petroleum Act 2000* to enable the petroleum to be produced, processed, transported and marketed. The acts may also include the grant of appropriate Production, Retention or Associated Facilities Licences emanating from the issued Exploration Licence pursuant to the *Petroleum Act 2000* or any substituting legislation as well as any Speculative Survey Licences outside of but abutting the licensed area necessary for the recovery of petroleum within the licensed area.

Notification day: 21 December 2005

Native title parties: Under Section 30 of the *Native Title Act 1993*, persons have until three (3) months after the notification day to take certain steps to become native title parties in relation to the area covered by the Exploration Licence application.

The three (3) month period closes on 21 March 2006. Any person who is, or becomes a native title party, is entitled to the negotiation and/or procedural rights provided in Part 2 Division 3 Subdivision P of the *Native Title Act 1993*. Enquiries regarding becoming a native title party should be directed to the National Native Title Tribunal, Level 10, 91 Grenfell Street, Adelaide, SA 5000, telephone: (08) 8306 1230. Any negotiations conducted in respect to the Exploration Licence will include matters relating to the conduct of any future production and associated infrastructure and facilities and the issue of the necessary licences or authorisations to undertake these activities (including associated exploration activities) under the *Petroleum Act 2000*.

The Exploration Licence will be granted if, by the end of the period of four (4) months after the notification day (i.e. 21 April 2006) there is no native title party in relation to the area of the Exploration Licence.

For further information about the acts (including extracts of the plan showing the boundaries of the application), contact the Petroleum Group, Minerals and Energy Resources, Department of Primary Industries and Resources SA, 6th Level, 101 Grenfell Street, Adelaide SA 5000, or telephone (08) 8463 3203.

Schedule 2 - The Native Title Application and map of the claim area



NATIONAL NATIVE TITLE TRIBUNAL

Application Information and Extract from the Register of Native Title Claims

Application Information

Application numbers: Federal Court number: SAD6024/98
NNTT number: SC98/1

Application name: Yandruwandha/Yawarrawarrka Native Title Claim

Registration history: Registered from 08/01/1998

Register Extract (pursuant to s.186 of the *Native Title Act 1993*)

Application lodged with: National Native Title Tribunal

Date application lodged: 08/01/1998

Date claim entered on Register: 08/01/1998

Applicants: Mr Charlie Moore, Mr Fredrick Brown, Name Withheld for Cultural Reasons, Mr Leslie Harris, Mr Aaron Paterson, Ms Anita Paterson, Ms Fay Nicholls, Ms Theresa Bottrell

Address for service: Michael Steele
Hunt & Hunt
12th Floor
26 Flinders Street
ADELAIDE SA 5000
Phone: (08) 8414 3333
Fax: (08) 8211 7362

Area covered by the claim:

The external boundaries of the area of land and waters covered by the claim are described in attached documents:

- A) a map showing the external boundaries of the area covered by the claim, marked as Attachment C
- B) a technical description of the external boundary, marked as Attachment C1.

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

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

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

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

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

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

The areas within the external boundaries that are not covered by the application are as follows:

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

In particular the following are excluded:

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

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

It is not intended that exclusive rights and interests are claimed in relation to areas subject to valid previous non exclusive possession acts, as defined by s. 23F of the Native Title Act 1993.

Persons claiming to hold native title:

The Yandruwandha/Yawarrawarrka Native Title claim group comprises those people who hold in common the body of traditional law and culture governing the area that is the subject of the claim being:

1 People who are related by means of the principle of descent to the following Yandruwandha/Yawarrawarrka apical ancestors:

- 1.1 Annie (born at Cordillo Downs) who is the mother of Archie Guttie;
 - 1.2 Maggie, who is the mother of Annie King;
 - 1.3 Tiniwa Clara, mother of Frank Booth and Alice Miller (nee Booth);
 - 1.4 The parents of Pumbili Bob Parker (Senior);
 - 1.5 Flash Ted Bikehandle and his wife Topsy;
 - 1.6 Kimi (born at Innamincka) and his wife;
 - 1.7 Maramundu Jack "The Ripper" Parker;
 - 1.8 The woman (born at Cordillo Downs) who is the mother of the sibling set - Mary Stafford (nee Moore), Jack Moore, Charlie Moore (Senior), and female twins whose names are unknown;
 - 1.9 The parents of Albert Moore;
 - 1.10 Brothers Walter Harris(on) and Dick Harrison;
 - 1.11 The parents of Lilly (whose married name is Parker) and her sister Kathlene (whose married name is George);
 - 1.12 Annie and her husband, who are the parents of Coongie Maggie (born at Coongie Lakes in South Australia);
 - 1.13 The parents of the sibling set - Billy Parker, Jessy Parker, Peter "Petekin" Parker, and Paddy Parker;
 - 1.14 Flash Tommy and his wife Sarah, who are the parents of the sibling set - Colin Flash, George Flash (also known as George Murray), Ted "Chippie" Flash and Albert "Bully" Flash. Sarah is also the mother of John Murray (also known as "Chunder" Williams) and Roger Murray;
 - 1.15 The parents of sibling set - Merty George and Merty Johnny and Merty Mick; and
 - 1.16 Larrikin Mick;
- 2 The Yandruwandha/Yawarrawarrka principles of incorporation into the group according to traditional law and custom also include:
- 2.1 Being of Aboriginal descent;
 - 2.2 Having a connection with the claim area in accordance with the traditional laws and customs of the Yandruwandha/Yawarrawarrka native title claim group following the principle of biological descent from their ancestors.
- 3 Yandruwandha/Yawarrawarrka principles of incorporation into the group also require:
- 3.1 Being specifically of Yandruwandha or Yawarrawarrka biological descent or specifically of both Yandruwandha and Yawarrawarrka biological descent.
- 4 Where, despite the application of the principles set out in paragraphs 2 and 3 above, there remains any uncertainty as to whether a person can be identified as a Yandruwandha or Yawarrawarrka person:
- 4.1 The applicants Jack Guttie (deceased) and Aaron Paterson have the authority to determine whether or not a person of Aboriginal descent has a connection to the Yandruwandha lands and waters in accordance with the Yandruwandha traditional laws and customs (see paragraph 2.1 and 2.2 above);
 - 4.2 Hector Harrison and his brothers Willie Harrison and Alfie Harrison have the authority to determine whether or not a person of Aboriginal descent has a connection to the Yawarrawarrka lands and waters in accordance with the Yawarrawarrka traditional laws and customs (see paragraphs 2.1 and 2.2 above);

4.3 The Yandruwandha/Yawarrawarrka native title claim group acknowledges the authority of Jack Guttie (deceased), Aaron Paterson, Hector Harrison, Willie Harrison and Alfie Harrison for the purposes set out in paragraphs 4.1 and 4.2 herein and assert that the principle of authority, based on traditional laws and customs, incorporates the potential transfer of the authority to appropriate persons in future generations.

5 The Yandruwandha/Yawarrawarrka native title claim group specifically excludes from membership any person who is a member of an overlapping claim, listed in Schedule H herein, whilst that claim continues to overlap the Yandruwandha/Yawarrawarrka native title claim.

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 09/07/2000:

The native title rights and interests claimed are subject to the effect of the rights validly granted by the Crown to others pursuant to statute to possess, occupy, use and enjoy all or part of the Yandruwandha/Yawarrawarrka land and waters.

In this Application no claim is being made on any native title rights and interests consisting of or including ownership of minerals, petroleum or gas wholly owned by the Crown.

- 1 The right to have access to, and reside on Yandruwandha/Yawarrawarrka land and waters
- 2 The right to enjoy the resources of the Yandruwandha/Yawarrawarrka land and waters.
- 3 The right to control the access and conduct of others with respect to Yandruwandha/Yawarrawarrka land and waters.
- 4 The right to control the use and enjoyment of others of the resources arising from Yandruwandha/Yawarrawarrka land and waters.
- 5 The right to maintain and protect Yandruwandha/Yawarrawarrka land and waters, in particular, sites and areas of importance.
- 6 The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge of the Yandruwandha/Yawarrawarrka native title claim group.
- 7 The right to transmit knowledge and information concerning Yandruwandha/Yawarrawarrka land and waters and related customs and social practices to younger generations of Yandruwandha/Yawarrawarrka peoples who inherit this right
- 8 The right to conduct and maintain mortuary practices according to Yandruwandha/Yawarrawarrka traditional laws and customs.
- 9 The right to conduct and maintain ceremonial practices according to Yandruwandha/Yawarrawarrka traditional laws and customs.
- 10 The right to trade in the resources of Yandruwandha/Yawarrawarrka land and waters (which include, but are not limited to birds, animals, plants, fish, marine animals, shellfish, timber, ochre, stone, minerals and subsurface minerals).
- 11 The right to inherit and bestow native title rights and interests.

Register attachments:

1. Map showing External Boundaries, Attachment C of the Application, 1 page - A3, Attached 03/06/1999
2. Technical description of external boundary, Attachment C1 of the Application, 1 page - A4, Attached 03/06/1999.

Note: The Register may, in accordance with s.188 of the Native Title Act 1993, contain confidential information that will not appear on the Extract.



NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SAD6024/98 NNIT number: SC98/1
Application name	Yandruwandha/Yawarrawarrka Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	08/01/1998
Current stage(s)	Notification Complete
Applicants	Mr Charlie Moore, Mr Fredrick Brown, Name Withheld for Cultural Reasons, Mr Leslie Harris, Mr Aaron Paterson, Ms Anita Paterson, Ms Fay Nicholls, Ms Theresa Bottrell
Address for service	Michael Steele Hunt & Hunt 12th Floor 26 Flinders Street ADELAIDE SA 5000 Phone: (08) 8414 3333 Fax: (08) 8211 7362
Persons claiming to hold native title	The Yandruwandha/Yawarrawarrka Native Title claim group comprises those people who hold in common the body of traditional law and culture governing the area that is the subject of the claim being: 1 People who are related by means of the principle of descent to the following Yandruwandha/Yawarrawarrka apical ancestors: 1.1 Annie (born at Cordillo Downs) who is the mother of Archie Guttie; 1.2 Maggie, who is the mother of Annie King 1.3 Tiniwa Clara, mother of Frank Booth and Alice Miller (nee Booth); 1.4 The parents of Punbili Bob Parker (Senior); 1.5 Flash Ted Bikehandle and his wife Topsy; 1.6 Kimi (born at Innamincka) and his wife; 1.7 Maramundu Jack "The Ripper" Parker; 1.8 The woman (born at Cordillo Downs) who is the mother of the sibling set - Mary Stafford (nee Moore), Jack Moore, Charlie Moore (Senior), and female twins whose names are unknown; 1.9 The parents of Albert Moore; 1.10 Brothers Walter Harris(on) and Dick Harrison; 1.11 The parents of Lilly (whose married name is Parker) and her sister Kathlene (whose married name is George); 1.12 Annie and her husband, who are the parents of Coongie Maggie (born at Coongie Lakes in South Australia); 1.13 The parents of the sibling set - Billy Parker, Jessy Parker, Peter "Petekin" Parker, and Paddy Parker; 1.14 Flash Tommy and his wife Sarah, who are the parents of the sibling set - Colin Flash, George Flash (also known as George Murray), Ted "Chippie" Flash and Albert "Bully" Flash Sarah is also the mother of John Murray (also known as "Chunder" Williams) and Roger Murray; 1.15 The parents of sibling set - Mertzy George and Mertzy Johnny and Mertzy Mick; and 1.16 Larrikin Mick, 2 The Yandruwandha/Yawarrawarrka principles of incorporation into the group according to traditional law and custom also include:

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

Land/water and/or sea: Land/Water

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

The external boundaries of the area of land and waters covered by the claim are described in attached documents:

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

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

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

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

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

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

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

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

The areas within the external boundaries that are not covered by the application are as follows:

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

In particular the following are excluded:

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

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

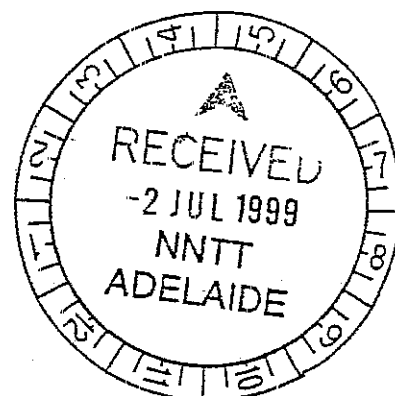
It is not intended that exclusive rights and interests are claimed in relation to areas subject to valid previous non exclusive possession acts, as defined by s. 23F of the Native Title Act 1993.

Registration information	<i>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.</i> Date claim entered on Register of Native Title Claims: 08/01/1998 Registration test status: Accepted for registration Registration history: Registered from 08/01/1998
Attachments	1 Map showing External Boundaries, Attachment C of the Application, 1 page - A3, Attached 03/06/1999 2 Technical description of external boundary, Attachment C1 of the Application, 1 page - A4, Attached 03/06/1999
NNTT contact details	Case manager: Monica Khouri Address: National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000 GPO Box 9973 ADELAIDE SA 5001 Phone: (08) 8306 1230 Freecall 1800 640 501 Fax: (08) 8224 0939 Web page: www.nntt.gov.au

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

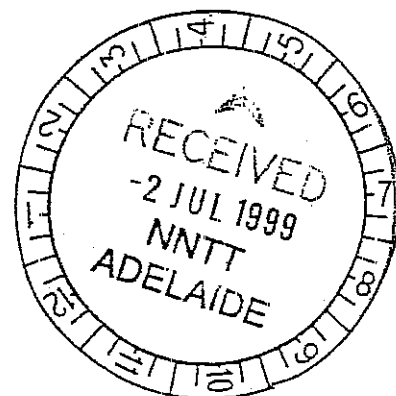
3G6024/98 (SC98/1)
Technical description of external boundary
Attachment C1 of the Application
Page 1 of 1, A4, 03/06/1999

Longitude East	Latitude South
139.737303	-29.418630
139.772781	-29.420940
139.804519	-29.424681
139.830734	-29.429037
139.834408	-29.429836
139.861790	-29.419667
140.347810	-29.239654
140.657300	-29.124604
140.998021	-28.997612
140.998030	-28.966730
140.998030	-28.937710
140.998040	-28.876460
140.998060	-28.793130
140.998080	-28.730180
140.998090	-28.646850
140.998110	-28.581480
140.998170	-25.997890
139.999994	-25.998040
139.899486	-26.149154
139.799511	-26.317416
139.568507	-26.694866
139.365983	-26.955466
139.874364	-26.953639
139.873204	-27.000069
139.873193	-27.000528
139.869907	-27.316296
139.867955	-27.500069
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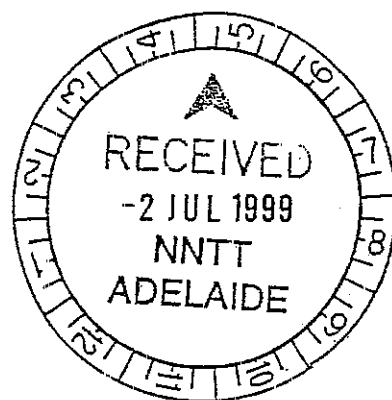
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COORDINATES OF EXTERNAL BOUNDARY
(Coordinates: Decimal Degrees. Datum: AGD84)

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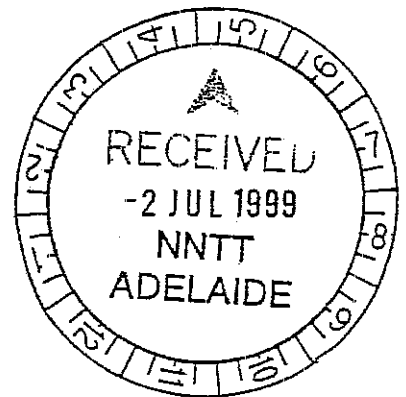
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SC98/1 YANDRUWANDHA/YAWARRAWARRKA
 COORDINATES OF EXTERNAL BOUNDARY
 (Coordinates: Decimal Degrees Datum: AGD84)

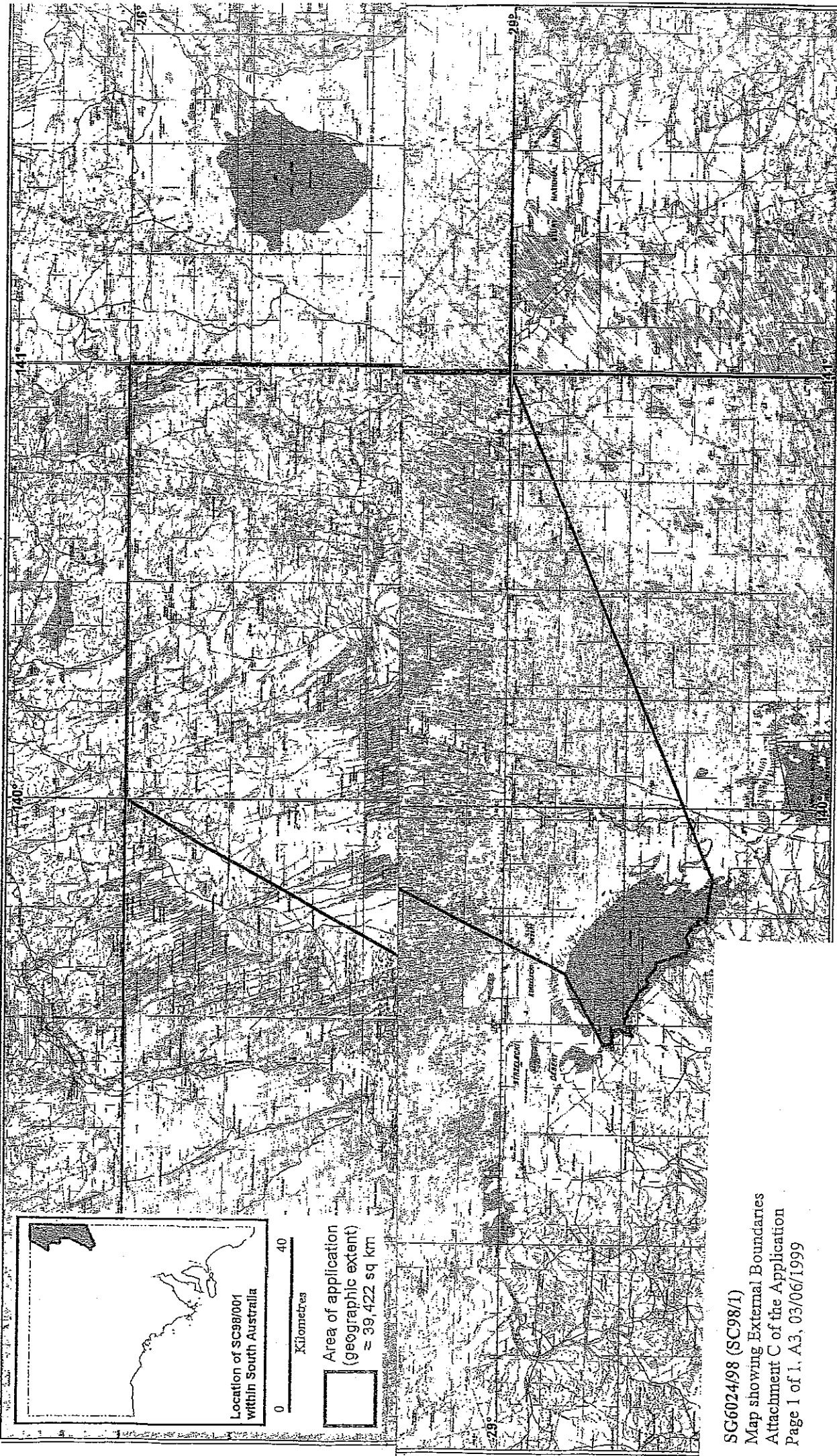
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is not to be sold, given away, traded, let, hired or otherwise dealt with.
This is a condition of the Data Licensing Agreement for the AUSLIG data.

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

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



SG6024/98 (SC98/1)
Map showing External Boundaries
Attachment C of the Application
Page 1 of 1, A3, 03/06/1999

Schedule 3 - Association

Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation)

C/- Hunt & Hunt Lawyers
12th Floor, 26 Flinders Street
Adelaide South Australia 5000



REGISTRAR OF
ABORIGINAL
CORPORATIONS

COMMONWEALTH OF AUSTRALIA

ABORIGINAL COUNCILS AND ASSOCIATIONS ACT 1976

CERTIFICATE OF INCORPORATION OF AN

ABORIGINAL

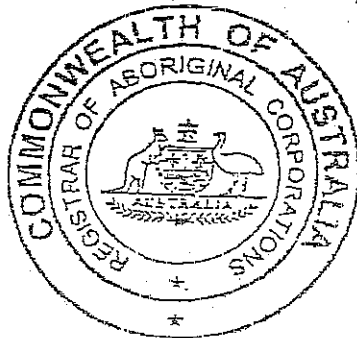
ASSOCIATION

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

YANDRUWANDHA YAWARRA WARREKA
TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)

has this day been incorporated under the Act

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



J. Mastrolemba
Acting Registrar

Schedule 4 - Payments to the Association pursuant to clause 6 in respect of petroleum operations under a petroleum production licence

1. Production Payments

1.1 Tax Invoice for GST component

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

1.2 Payment by Grantee Party to State

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

1.3 Calculations to follow Petroleum Act

- (a) Value at the well head of Petroleum produced and sold is to be calculated in the same way that 'value at the well head of Petroleum' is calculated pursuant to section 43(8) of the Petroleum Act (as at the date of this Deed) where the sale price is bona fide and to an arms length purchaser provided that the 'Guidelines for Payment of Royalty and Summary of Royalty Provisions' issued by the Department of Primary Industries and Resources of South Australia from time to time (a copy of the current version of which is annexed to this Schedule 4) shall be applied *mutatis mutandis* as if the reference to the royalty rate of 10% therein were a reference to 1%.
- (b) In calculating the value of Petroleum at the well head the Production Payment shall not be treated as a deduction or outgoing to any extent.

1.4 Goods and Services Tax

(a) Acknowledgement

The parties acknowledge that the payments referred to in clause 6 of the Deed and in this Schedule 4 have been calculated on a GST exclusive basis.

(b) GST Gross-Up

Where any payment to be made by the Grantee Party under clause 6 of the Deed and in this Schedule 4 of this Deed (**Payment**) constitutes consideration for a taxable supply by the Association:

- (i) the amount of the Payment shall be increased by, and the Grantee Party shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate;
- (ii) the Grantee Party must pay that additional amount at the same time and in the same manner as the Payment to which it relates; and

- (iii) unless the Grantee Party issues a recipient created tax invoice in relation to a Payment provided that the Grantee Party need not pay the additional amount unless and until the Association has given the Grantee Party a tax invoice sufficient to enable the Grantee Party to claim any input tax credit to which it may be entitled in respect of the taxable supply.
- (c) Interpretation
 - (i) In this clause, the expression 'Prevailing GST Rate', in relation to a particular taxable supply, means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and
 - (ii) A word or expression used in this clause which is defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the same meaning in this clause.

2. Guidelines for payment of Royalty and summary of Royalty Provisions

2.1 Payment of Royalty

The Licensees shall pay royalty in respect of all regulated resource produced from land comprised in the Licence other than substance described in Section 43 (3)(a) of the Petroleum Act.

2.2 Calculation of Royalty

The Licensees shall pay royalty at a rate of ten per centum of the value at the wellhead of the substance, which shall be an amount calculated by taking the amount the substance might reasonably be expected to obtain upon sale (excluding any GST component) to a bona fide purchaser (**bona fide sales value**) (as defined in clause 2.3(a)(i) of this Schedule 4) and subtracting therefrom all expenses actually incurred or to be incurred by the Licensees (all excluding any GST component) in treating, processing or refining the substance prior to delivery or in conveying the substance to the point of delivery to the purchaser, which expenses shall be the following sums:

- (a) a sum calculated by writing off on a straight line basis together with interest on the written down value at the rate provided in clause 2.3(c) of this Schedule 4, over a period of 10 years commencing from the month the expense was incurred (or such lesser period as may be determined as being the life of the field) the actual capital expenditure incurred by the Licensees or some one or more of them in respect of all plant used for the purposes of treating, processing or refining of the substance prior to delivery (but not upstream of the wellhead) or in conveying the substance to the point of delivery to the purchaser provided however that if any item of such plant is sold prior to being fully depreciated, the amount obtained upon such sale shall be deducted from the written down value of such item for the purposes of calculating the deduction, but not so as to reduce the written down value below zero;
- (b) a sum being expenditure actually incurred by the Licensees in respect of persons not employed on site in Production Licence but whose employment functions directly relate to treating, processing or refining of the substance prior to delivery (but not upstream of the wellhead) or in conveying the substance to the point of delivery to the purchaser;
- (c) a sum being expenditure (other than of the wellhead) actually incurred by the Licensees or some one or more of them pursuant to a bona fide arms length agreement to lease any plant used for the purposes of treating, processing or refining of the substance prior to

delivery or in conveying the substance to the point of delivery to the purchaser provided however that any such expenditure in any one calendar year which is in excess of:-

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

shall not be deductible;

- (d) a sum being the actual expenditure (other than expenditure upstream of the wellhead) incurred by the Licensees or some one or more of them in rehabilitating the ground surface and site of plant and the actual expenditure incurred in dismantling removing or abandoning of such plant less any salvage obtained thereon where such plant is used for the purposes of treating processing or refining of the substance prior to delivery or in conveying the substance to the point of delivery to the purchaser and the actual expenditure incurred in rehabilitating the ground surface and site of a well of the type described in clause 2.3(b) of this Schedule 4 and the actual expenditure incurred in abandoning such well but not including any costs incurred as a result of the loss of control of any well.

2.3 Further provisions regarding calculation of Royalty

- (a) For the purposes of clause 2.2 of this Schedule 4:-
 - (i) in each month the bona fide sales value of the substance means in value of the actual sales in respect of the substance described in clause 2.1 of this Schedule 4 in that month provided however that if any substance is not supplied to a bona fide sales value arms length purchaser, not sold for full market value, or returned to the pool, destroyed, dissipated or used by the Licensees not in accordance with Section 43(3)(a) of the Act, the gross sales value of such substance shall be the amount which would have been received in respect of such substance from a bona fide arms length purchaser for full market value;
 - (ii) the term 'plant' includes but is not limited to:
 - (A) any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or refining of the substance prior to the delivery or in conveying the substance to the point of delivery to the purchaser; or
 - (B) any pipeline; and
 - (iii) 'wellhead' means the casing head and includes any casing hanger or spool, or tubing hanger, and any flow control equipment up to and including the wing valves.

(b) Non Producing Wells

The capital expenditure referred to in clause 2.2 of this Schedule 4 may include the actual capital expenditure incurred by the Licensees or some one or more of them in respect of wells used solely for the purpose of assisting or enhancing the recovery of the substance from other wells or for the purposes of storing the substance or for the recovery or disposal of water used in connection with treating processing or refining of the substance prior to delivery or for any similar purpose other than the production of the substance and

may also include the actual capital expenditure incurred by the Licensees or some one or more of them in converting a well used for the production of the substance to a well used for such other purposes.

(c) Interest Rate

For the purpose of clause 2.2 of this Schedule 4 the interest rate shall be one half of the long term Australian Government Bond Rate for bonds of a 10 year term as published at the end of the month in which the capital expenditure was made. If no such rate is in existence or published at the end of such period then the interest rate for the purposes of clause 2.2 of this Schedule 4 shall be one half of the average of the long term Australian Government Bond Rate for bonds of a 10 year term prevailing during the period of five years preceding the date on which such rate ceased to exist or be published

(d) Apportionment of Expenses

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

(e) Sale of Plant

Notwithstanding the provisions of clause 2.2 of this Schedule 4 of this , if an item of plant is sold by a Licensee (**first Licensee**) to another Licensee, or to a company that becomes a successor or assign of the first Licensee (**second Licensee**), the second Licensee may only depreciate the plant to the extent to which the first Licensee was, immediately before the time of sale, entitled to depreciate the plant.

(f) Take or Pay

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

(g) Tolling

- (i) If the Licensees or any one or more of them receive any revenue from the use of any plant downstream of the wellhead used for treating processing or refining substance sourced from anywhere within the area from time to time comprised in Exploration Licences or any Production Licence issued from an area which was comprised in Exploration Licences immediately prior to the time such Production Licence was issued, or in conveying such substance to the point of delivery to the purchaser such revenue shall be deemed to be part of the bona fide sales value of the substance to the intent that royalty shall be payable thereon.
- (ii) Any sums, being sums deemed under clause 2.3(g)(i) of this Schedule 4 to be part of the bona fide value of the substance, paid by the Licensee or any one or more of them in respect of the use of such plant for treating processing or refining such substance or in conveying such substance to the point of delivery to the purchaser shall be deemed to be an expense under clause 2.2(b) of this Schedule 4.
- (iii) If any such plant is used for treating processing or refining of substance sourced from outside of the areas referred to in clause 2.3(g)(i) of this Schedule 4 or in

conveying such substance to the point of delivery to the purchaser any amounts which may be claimed as deductions under this clause (whether such deductions be by way of operating expenditure or capital expenditure) in respect of such plant shall be reduced by the proportion which would be obtained by the method of apportioning costs used by the Licensees to ascertain the tolling fee, but any revenue received by the Licensees or any one or more of them for the use of such plant for the treating processing or refining of such substance prior to delivery or in conveying the substance to the point of delivery to the purchaser shall not be deemed to be part of the gross sales value of the substance.

2.4 Royalty Returns

- (a) Not later than 30 days after the conclusion of each calendar month the Licensees will calculate and notify to the Minister the royalty, calculated by taking the bona fide sales value of the substance sold in that month, and deducting therefrom the most recent estimated monthly expenditure provided under clause 2.4(c) of this Schedule 4, payable by each Licensee. The Licensees shall with each such notification provide the Minister with a statement, in a form approved by the Minister, advising of the quantity of the substance sold and the amount realised upon such sale during the last preceding month, together with such other information as the Minister may require.
- (b) The Licensees shall not later than 30 days after the conclusion of each calendar month pay to the Minister the amount of royalty specified in the notice referred to in clause 2.4(a) of this Schedule 4 as payable.
- (c) On or before each 15 March (in respect of the next succeeding 12 month period commencing 1 July), the Licensees shall bona fide estimate the sales volume of the substance, the sales value of the substance, the allowable deductions apportioned between capital and operational deductions and hence calculate the estimated royalty payable for the next succeeding 12 month period and shall provide the Minister with such estimates, together with the apportionment thereof on a monthly basis.
- (d) Not later than thirty days after the completion of each twelve month period concluding on each 30 June the Licensees shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 30 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenditure allowed as a deduction under clause 2.2(b) to clause 2.2(d) of this Schedule 4 inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.
- (e) Each Licensee shall not later than 30 days after the completion of each 12 month period concluding on each 30 June pay to the Minister the additional royalty calculated in accordance with the reconciliation referred to in clause 2.4(d) of this Schedule 4 as payable by the Licensee.
- (f) The Licensees shall at their cost cause the royalty calculation reconciliations submitted by the Licensees to be audited by the auditor appointed by the Licensees to audit its own accounts (provided that such auditor must be a duly registered auditor in Australia) and the Licensees shall forward a copy of the auditor's report in respect of a particular reconciliation within three months of the receipt of such reconciliation by the Minister,

such report to be accompanied by a certificate by the auditor that the reconciliation is in accordance with these guidelines.

- (g) The Minister shall in accordance with Section 43(8) of the act assess the value at the wellhead of the substance produced by the Licensees and may require the Licensees to pay within 30 days of the date of notice of such assessment the additional royalty determined by the Minister as payable.

Schedule 5 Ancillary Agreement

Ancillary Agreement

to Deed under s31 of the *Native Title Act 1993* (Cth)

The Yandruwandha/Yawarrawarrka People by Charlie Moore, Fredrick Brown, Leslie Harris, Aaron Paterson, Anita Paterson, Fay Nicholls and Theresa Bottrell (**Native Title Party**)

Adelaide Energy Limited (**Explorer**)

Yandruwandha/Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) (**Association**)

MinterEllison

L A W Y E R S

Ancillary Agreement

to Deed under s31 of the Native Title Act 1993 (Cth)

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Details

Date

2006

Parties

Name	The Yandruwandha/Yawarrawarrka People by Charlie Moore, Fredrick Brown, Leslie Harris, Aaron Paterson, Anita Paterson, Fay Nicholls and Theresa Bottrell
Short form name	Native Title Party
Role	Registered native title claimants in relation to native title determination application no SG 6024/98 in the Federal Court of Australia
Notice details	c/- Hunt & Hunt Solicitors, 12th Floor, 26 Flinders Street, Adelaide South Australia 5000 Facsimile +61 8 8211 7362 Attention: Mr Michael Steele
Name	Adelaide Energy Limited ACN 116 256 823
Short form name	Grantee Party
Notice details	Level 15, 1 King William Street Facsimile +61 8 8212 7518 Attention: Mr Neville Martin
Name	Yandruwandha/Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) (Under Administration)
Short form name	Association
Notice details	c/- Hunt & Hunt Solicitors, 12th Floor, 26 Flinders Street, Adelaide South Australia 5000 Facsimile +61 8 8211 7362 Attention: Mr Michael Steele

Background

- A The Native Title Party claims native title in all of the Claimed Land and has filed a Native Title Application under section 13(1) of the *Native Title Act 1993* (Cth) with the Federal Court of Australia in proceeding Number SG 6024/98 for a determination of native title in respect of the Claimed Land on behalf of the Native Title Claim Group.
- B The Explorer has lodged an application for the grant of a PEL with the South Australian Minister for Mineral Resources Development under the provisions of the Petroleum Act.
- C All or part of the land the subject of the application for the grant of the PEL is within the Claimed Land.
- D The Explorer does not dispute that members of the Native Title Claim Group assert native title rights and interests over Claimed Land including within the Licence Area.
- E The Parties, having negotiated in good faith, intend that this Agreement will provide:
 - (i) certain terms and conditions with which the Explorer has agreed to abide by in the course of carrying out Petroleum Operations on the Licence Area; and

(ii) the methodology for the identification and protection of Areas of Significance.

- F The Explorer's obligations under this Agreement are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a determination of native title.
- G The Native Title Claim Group (including the registered native title claimants) resolved on 12 June 2001 to incorporate under the *Aboriginal Councils and Associations Act 1976* (Cth). On 2 August 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) pursuant to the *Aboriginal Councils and Associations Act 1976* (Cth)
- H The Native Title Party and the Explorer, having negotiated in good faith, have agreed that for the better management of interaction between them, to include the Association as a party to this Agreement for the purpose of more efficiently managing certain administrative functions under this Agreement for the benefit of the Native Title Party.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this agreement:

Aboriginal Heritage Act means the *Aboriginal Heritage Act 1988* (SA).

Aboriginal Record has the meaning prescribed in the Aboriginal Heritage Act.

Applicable Law means every law and regulation (whether of the Commonwealth or of the State of South Australia) from time to time in operation in South Australia which is applicable to the activities, rights and obligations of a party to this Agreement.

Areas of Significance means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Party of those areas and includes any '**Aboriginal site**' as defined by the Aboriginal Heritage Act and any '**significant Aboriginal areas**' as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

Budget means a financial plan agreed for the conduct of an inspection and Clearance in accordance with clause 13.

business day means a day that is not a Saturday, Sunday or public holiday in South Australia.

Claimed Land means the area of land and any waters the subject of the Native Title Application.

Clearance means the agreed procedure for the inspection and clearance of land as described in clauses 10, 11, 12 and Schedule 4, for the purpose set out in clause 10(b) of clause 10 and '**clear**', '**cleared**' and '**clearing**' have corresponding meanings.

Commencement Day means the day of the date of this Agreement or another date agreed in writing by the parties.

Cultural Confidence means any cultural information including information held in an Aboriginal Record disclosure of which is by tradition restricted or forbidden.

Deed means the Deed made for the purposes of section 31(1)(b) of the Native Title Act to which this Agreement is ancillary.

Environment means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects, and environmental has a corresponding meaning.

Essential Term has the same meaning as in the Deed.

Licence means the exploration licence proposed to be issued to the Explorer in the Licence Area pursuant to the Petroleum Act and includes:

- (a) any Associated Facilities Licence subsequently able to be lawfully issued to the Explorer within the Licence Area or outside the Licence Area but within the Claimed Land; and
- (b) any other licence or authority subsequently able to be lawfully issued to the Explorer within the Licence Area pursuant to the Petroleum Act and which would, without the Deed to which this Agreement is ancillary, attract the right to negotiate provided in the Native Title Act.

Licence Area means that part of the land and any waters comprising part of the Claimed Land and the subject of a Licence Application as described in Schedule 1 and subsequent to the grant of

the Licence, the area for the time being the subject of a Licence provided that, where at any time part of such area ceases to be the subject of a Licence, that area also ceases to form part of the Licence Area.

Minister means a Minister for the State of South Australia having responsibility for the administration of the Petroleum Act for the time being.

Native Title Act means the *Native Title Act 1993* (Cth)

Native Title Application means the Application for Determination of Native Title filed in the Federal Court of Australia by the Native Title Party and described in Schedule 2.

Native Title Claim Group has the same meaning as in the Native Title Act

Operational Area means any part of the Licence Area upon which the Explorer proposes to carry out Petroleum Operations under the terms of this Agreement.

PEL means the exploration licence described in Schedule 1 applied for by the Explorer pursuant to the Petroleum Act, as renewed, extended, substituted or varied from time to time.

Petroleum has the same meaning as in the Petroleum Act.

Petroleum Act means the *Petroleum Act 2000* (SA), as amended from time to time, and includes any regulations promulgated under that Act.

Petroleum Operations means operations carried out pursuant to, or for the purpose of giving effect to, a Licence and includes accessing Operational Areas, seismic surveying, drilling, geological, geophysical and other exploration activities, and the development, production, gathering, separating, pressure maintenance, dehydrating, heating, treating, processing, handling, transportation, fractionation, storage and distribution and marketing of Petroleum produced or to be produced from the Licence Area, including the design, capacity, installation, operation, maintenance, repair and replacement of all facilities required.

Project means all operations proposed or which may be undertaken by the Explorer or its contractors relating or incidental to the activities conducted or authorised under a Licence.

Report means a written report about a Clearance provided by the Native Title Party to the Explorer as described in clause 12.

Scouting Team means the persons referred to in clause 11.

Seismic Line Access Corridor means a corridor of up to 500 metres on each side of a proposed or existing seismic line or access road, or as otherwise agreed between the parties and which has been inspected and cleared in accordance with clauses 10, 11 and 12 and Schedule 4.

Specialist means an anthropologist or archaeologist or both, as appropriate.

transfer means to sell, assign, transfer, convey or otherwise dispose of and 'transferred' and 'transferring' have corresponding meanings

Work Programme means a detailed description of proposed work on an Operational Area by the Explorer.

Work Site means any camp site or other living area, air strip, water bore site, drill site or other location for Petroleum Operations activity in the Licence Area which the Explorer proposes pursuant to the terms of this Agreement to locate in an Operational Area and includes any other area in the Licence Area in which the Explorer proposes to carry out Petroleum Operations.

1.2 Interpretation

Unless the contrary intention appears in this Agreement:

- (a) The Recitals and the Schedules to this Agreement form part of this Agreement and shall be used in its interpretation and construction.
- (b) Monetary references are references to Australian currency
- (c) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.
- (d) The singular includes the plural and vice versa and reference to a gender includes each other gender.
- (e) A reference to an individual or person includes a company, corporation, partnership, joint venture, association, authority, trust, state, government or body whether incorporated or not, and vice versa.
- (f) A reference to a Minister, Department, authority, body or person, includes the Minister, Department, authority, body or person for the time being performing the functions of such Minister, Department, authority, body or person.
- (g) A reference to the Explorer includes the employees, servants, agents, contractors and sub-contractors of the Explorer engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Explorer shall, where the Explorer has engaged an agent, contractor or sub-contractor to undertake any activity which the Explorer is required or authorised to undertake under this Agreement, be construed as an obligation or duty upon the Explorer to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.
- (h) A reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived therefrom or otherwise granted under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them.
- (i) The headings in this Agreement are for ease of reference only and do not affect interpretation.
- (j) The meaning of general words will not be limited by reference to accompanying specific words.
- (k) A reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Agreement.
- (l) Recitals and Schedules form part of this Agreement.
- (m) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time.
- (n) A reference to any party to this Agreement includes that party's executors, administrators, substitutes, successors and assigns.
- (o) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning.
- (p) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally.
- (q) A reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them.

- (r) Any term or expression used herein which is defined in either the Petroleum Act or the Native Title Act has the same meaning as in that legislation.
- (s) A provision must not be construed against a party only because that party prepared it.

2. Commencement and term

- (a) This Agreement commences on the Commencement Day.
- (b) Subject to any provision of this Agreement to the contrary, this Agreement will terminate on completion of the Project.
- (c) This Agreement shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.

3. Authority to enter into Agreement

- (a) The Native Title Party represents and warrants that all necessary authorisations have been obtained to enter into this Agreement and this Agreement is valid and binding and enforceable in accordance with its terms against the Native Title Party and all persons on whose behalf the Native Title Application is made.
- (b) For the better management of interaction between the Explorer and the Native Title Party, and for the purpose of more efficiently managing certain administrative functions under this Agreement for the benefit of the Native Title Party (as set out in this Agreement), the Explorer and the Native Title Party agree to include the Association as a party to this Agreement.
- (c) The Association represents and warrants that all necessary actions have been taken in accordance with its constitution and by law to enter into this Agreement and this Agreement is valid and binding and enforceable in accordance with its terms against the Association.

4. Undertakings by the Explorer

The Explorer undertakes:

- (a) to grant to the Native Title Party the rights and privileges set out in this Agreement; and
- (b) subject to compliance by the Native Title Party and the Association with their respective obligations, to comply with the terms and conditions contained in this Agreement, including payments to the Association.

5. Reconnaissance surveys of Licence Area by the Explorer

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

provisions contained in clauses 10, 11 and 12 and Schedule 4 do not apply to Reconnaissance Surveys where:

- (i) the Explorer is conducting the Reconnaissance Surveys by use of existing roads and tracks pursuant to existing legal rights and by making visual observations on foot in the vicinity of the Licence Area to facilitate a request under clause 9; or
- (ii) the Association has consented to activities following a preliminary consultation convened with a representative of the Native Title Party for the purpose of the Explorer explaining to the Native Title Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably or capriciously withheld).

6. Land access and occupation

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

7. Identification

- (a) The Explorer shall notify the Association in writing 14 days in advance, where practicable, of the name of the representative of the Explorer responsible for Petroleum Operations on the Licence Area.
- (b) The Explorer shall inform all of its contractors, employees, agents and visitors of their obligation to:
 - (i) contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with clauses 10, 11 and 12 and Schedule 4 of this Agreement; and
 - (ii) to comply with all conditions consistent with this Agreement.

8. Petroleum Operations

The Explorer shall at all times upon the Licence Area:

- (a) comply with the provisions of the Petroleum Act and any Licence granted to the Explorer;
- (b) comply with the environment protection procedures required by all Applicable Laws relevant to its Petroleum Operations;
- (c) conduct itself in accordance with good and accepted petroleum industry practice standards;
- (d) ensure that, as far as is reasonably practical, its Petroleum Operations cause minimum disturbance to the Licence Area; and
- (e) use good and accepted petroleum industry practice to avoid oil spills or blowouts.

9. Notification of Operations

- (a) Subject to the provisions of clauses 10, 11 and 12 and Schedule 4, the Explorer must provide the Association with a written request for a Clearance on an Operational Area, at least 68 days in advance of Petroleum Operations being conducted in an Operational Area, accompanied by particulars in writing of the following parts of the Explorer's proposed work programme, including:
- (i) the proposed location of seismic lines and access roads;
 - (ii) the proposed approximate location of Work Sites;
 - (iii) the proposed method of seismic operations (specifically whether two or three dimensional seismic operations over specific areas) and other consequential operations, including exploration drilling and testing and the proposed construction or use of access roads in such operations;
 - (iv) the major items of equipment proposed to be used;
 - (v) the location of any proposed earthworks for the disposal of any waste material arising out of Petroleum Operations;
 - (vi) the location of any proposed earthworks for minimising environmental disturbance or pollution, including oil spills and blowouts;
 - (vii) the proposed site and nature of any buildings or structures (including pipelines and associated facilities); and
 - (viii) any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.
- (b) Prior to the expiration of 14 days (or such other period as the parties agree) after the Explorer has requested a Clearance and provided the particulars of its proposed work programme in accordance with clause 9(a), the Explorer and the Association, by their respective representatives and advisors, shall meet.

The purpose of the meeting will be to:

- (i) discuss the proposed work programme and its practical implementation, including matters such as access to existing tracks, topography, the work programme envisaged (including disturbance to the physical environment) and the major items of equipment to be used;
 - (ii) identify aspects of the proposed work programme and proposed Clearance where efficiencies can be implemented;
 - (iii) discuss arrangements for preliminary access by the Explorer for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment; and
 - (iv) plan for managing emergencies in the field.
- (c) If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to clause 9(a), the Association may, prior to the proposed commencement of Petroleum Operations, request the Explorer to provide and the Explorer shall provide, reasonable further particulars of such proposed Petroleum Operations.
- (d) The Association may object to the proposed Petroleum Operations referred to in clause 9(a) provided the:

- (i) objection is made in writing within 14 days of receipt of the work programme; and
 - (ii) matter objected to is likely to have a material adverse impact or cause substantial disturbance to native title rights and interests in the Licence Area.
- (e) In the event that the Association has a specific objection to any part of the particulars of the proposed Petroleum Operations supplied by the Explorer pursuant to clause 9(a), or to any substantial change of which notice has been given under clause 9(h):
 - (i) the Association shall refer such objection for resolution pursuant to clause 26 within 14 days of being supplied with particulars or given notice;
 - (ii) that part of the existing, intensified or changed operational programme to which objection is taken will not commence until the objection is resolved pursuant to clause 26;
 - (iii) provided that objection may only be made where the matter objected to is likely to have a material adverse impact upon, or cause substantial disturbance to, native title rights in the Licence Area; and
 - (iv) if no such specific objection is raised by the Association within the fourteen day period, the Explorer may proceed on the basis that the particulars provided by the Explorer pursuant to this clause 9 constitute the details of the work programme for its Petroleum Operations.
- (f) Where the Association receives a request for Clearance pursuant to clause 9(a) in respect of an Operational Area, or part of, and the Operational Area, or part of, has been the subject of prior inspection and Clearance (where the previous work programme is substantially similar to the current request) in accordance with the terms and conditions of this Agreement, the Association will notify the Explorer in writing within 14 days of the request that such Operational Area, or part of, is deemed to have been inspected and cleared in accordance with the requirements of this Agreement and subject to any conditions applicable to that Clearance.
- (g) There can be no material modification or alteration of any part of a work programme without the written consent of the Association. For this purpose, 'material modification or alteration' means a modification or alteration of:
 - (i) any Operational Area other than a reduction in the size of that area; or
 - (ii) any Petroleum Operations to be carried out at an Operational Area which is reasonably likely to result in a substantially greater environmental impact than that arising from the existing work programme.
- (h) The Explorer shall give notice to the Association if the Explorer proposes to implement a material modification or alteration. Where the Explorer gives such notice after obtaining a Clearance the parties will proceed in accordance with clause 13.6.
- (i) Subject to the Aboriginal Heritage Act, where the Explorer has duly complied with the processes required of it:
 - (i) pursuant to clause 9(a), and no Clearance is conducted within 68 days (or such later time as the parties in writing agree); or
 - (ii) pursuant to clause 9(g) for the circumstances set out in clause 12(f)(ii), and no Clearance is conducted within 14 days (or such later time as the parties in writing agree); or

- (iii) pursuant to clause 9(g) for the circumstances set out in clause 12(f)(ii), and no Clearance is conducted within two days (or such later time as the parties in writing agree),

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

10. Inspection and Clearance

- (a) The parties will conduct all activities under this clause in accordance with Schedule 4 and Schedule 5.
- (b) The parties acknowledge that this Agreement is made for the purpose, inter alia, of providing a Clearance as a workable and effective arrangement to avoid disturbance to Areas of Significance and consequently avoid disputes between them.
- (c) The Explorer will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Explorer's representative will:
 - (i) be responsible for:
 - (A) identifying the location of proposed seismic lines, access roads and other areas of proposed activity; and
 - (B) where possible, for relocating this if the Scouting Team has advised that there is likelihood of Areas of Significance being disturbed by Petroleum Operations;
 - (ii) have authority to agree any conditions with the Scouting Team so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to clause 12.
- (d) The Explorer's representative shall accompany the Scouting Team when required to do so, subject to the Scouting Team's ability to exclude the Explorer's representative from its internal discussions and deliberations in the field.
- (e) In the event that a proposed Operational Area is not cleared by the Scouting Team, the Specialist shall advise the Explorer's representative to that effect and the Explorer's representative may propose alternative Operational Areas during the course of the Clearance provided that:
 - (i) any such alternative Operational Areas do not constitute a material modification or alteration to the work programme referred to in clause 9(g); and
 - (ii) in undertaking any Clearance of alternative Operational Areas, the Scouting Team is not required to remain in the field for any additional period of time beyond two days unless agreed otherwise.
- (f) Subject to the Aboriginal Heritage Act the Explorer is entitled to rely on Clearances provided by the Native Title Party and facilitated by the Association pursuant to this Agreement, in which case neither the Native Title Party nor the Association shall complain that Petroleum Operations conducted in accordance with clauses 9, 10, 11 and 12 interfered with any Areas of Significance. The Explorer shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.
- (g) The Explorer will:

- (i) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with clauses 10, 11 and 12 and Schedule 4;
 - (ii) comply with the conditions of the Clearance (as referred to in clause 12); and
 - (iii) instruct its contractors, its employees, agents and visitors accordingly in relation to its obligations under clauses 10(g)(i) and 10(g)(ii).
- (h) A Scouting Team may re-visit an Area of Significance the subject of an earlier Report for the purpose of ensuring that the Area of Significance has been avoided by the Explorer, and where:
 - (i) the primary purpose of the visit to the general locality by the Scouting Team is for the purpose of conducting a further Clearance for the Explorer, if requested at the time of negotiating a Budget for that further Clearance, allowance shall be made by the Explorer in that Budget to enable no less than two members of the Scouting Team, together with up to two Specialists, to re-visit the Area of Significance with no less than two vehicles;
 - (ii) requested at the time of negotiating a Budget for a first Clearance, allowance shall be made by the Explorer in that Budget to enable no less than two members of the Scouting Team, together with up to one Specialist and one field assistant, to re-visit the Area of Significance with no less than two vehicles in the event no further Clearance in the general locality of the Area of Significance takes place for a period of six months after the first Clearance; and
 - (iii) in the event of any damage, disturbance or interference to such an Area of Significance by the Explorer being established, both the Native Title Party and the Association agree to work with the Explorer to:
 - (A) rectify as far as is reasonably practicable any damage done by the Explorer; and
 - (B) prevent the recurrence of any such damage, disturbance or interference with Areas of Significance.

11. Scouting Team

11.1 Purpose of Scouting Team

- (a) At the cost of the Explorer in accordance with a Budget, the Native Title Party and the Association will identify, and the Association will organise, the members of a Scouting Team for the purposes of this clause 11 and Schedule 4 and will ensure that the Scouting Team is ready to commence Clearance work within 40 days after the provision of particulars of the proposed work programme in accordance with Schedule 4.
- (b) Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Scouting Team shall be to:
 - (i) determine whether the seismic lines, access roads or work sites or any other activities described in the work programme are likely to disturb, damage, or interfere with Areas of Significance;
 - (ii) give advance warning to the Explorer's representative, nominated to assist the Scouting Team, to enable the Explorer's representative to relocate parts of seismic

lines, access roads or Work Sites or any other activities described in the work programme, in order to avoid and protect Areas of Significance;

- (iii) show reasonable diligence in preparing for and carrying out such work while the Explorer meets its obligations pursuant to this Agreement; and
- (iv) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Explorer's Petroleum Operations.

11.2 Scouting Team composition

- (a) The Scouting Team will comprise:
 - (i) up to two qualified Specialists of appropriate gender to be engaged by the Association with the concurrence of the Explorer (which concurrence will not be unreasonably withheld); and
 - (ii) the number of persons required to ensure the integrity of the Clearance, up to a maximum of eight persons, consisting of such gender as determined by the Native Title Party and the Association to be appropriate in accordance with Aboriginal culture and tradition.
- (b) The Native Title Party and the Association acknowledge that in most areas up to four persons will be sufficient to ensure the integrity of the Clearance, subject to the right to include up to a maximum of eight people as necessary.
- (c) The Association agrees to consult with the Explorer about the number of persons to be included in a Scouting Team no later than the start of negotiations for setting a Budget in accordance with clause 13.

12. Reports

- (a) The Association must promptly notify the Explorer upon completion of a Clearance and as soon as practicable, but no later than 14 days after the completion of the Clearance, the Native Title Party and the Association must provide a Report (through a Specialist) to the Explorer.
- (b) The Report must:
 - (i) identify those parts of the Operational Area which are given Clearance, denied Clearance or given conditional Clearance by the Native Title Party;
 - (ii) identify any alternative Operational Areas for which Clearance is given in accordance with the requirements set out in clauses 10(e) and 11.1(b)(ii);
 - (iii) describe any conditions on which the Native Title Party has provided the Clearance so as to minimize the impact of Petroleum Operations to Areas of Significance; and
 - (iv) be signed by the Specialists.
- (c) Nothing in this Agreement compels the Native Title Party nor any member of the Scouting Team or the Association to disclose to the Explorer, or to the Explorer's representative, the location of Areas of Significance, or any Cultural Confidences relating to the Licence Area.
- (d) The Native Title Party and the Association are to ensure that any Aboriginal persons accompanying the Scouting Team have:
 - (i) knowledge of the Operational Area to be cleared; and

- (ii) the traditional knowledge and authority,
to determine whether there are any Areas of Significance within the Operational Area to be cleared.
- (e) In the event that the Scouting Team determines it necessary to deviate any proposed seismic line or access road, deviation will be made as small as possible and any deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site will be minimised so far as possible.
- (f) In the event that the Explorer has obtained a Clearance pursuant to this Agreement and subsequent events cause the Explorer to require any material modification or alteration (as defined in clause 9(f)) to any part of the programme of Petroleum Operations, an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:
 - (i) the Explorer shall notify the Association as soon as practicable and request that the Scouting Team inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of this Agreement;
 - (ii) in such cases (other than circumstances set out in clause 12(f)(iii)) the Native Title Party and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Explorer in writing of its consent to such material modification or alteration or ensuring the commencement by a Scouting Team of the inspection for Clearance of those areas as requested by the Explorer; and
 - (iii) in cases where Petroleum Operations are being conducted and the Scouting Team has inspected the areas requested by the Explorer in accordance with clause 12(f)(i) the Scouting Team will communicate in writing to the Explorer the results of its inspection prior to leaving the area and confirm those results in a Report

13. Budgets and payment by the Explorer for clearance work

- (a) The Association must, unless otherwise agreed, within 14 days after receipt of a request for a Clearance pursuant to clause 9(a), submit to the Explorer a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Explorer and the Association to negotiate and agree a Budget.
- (b) Budgets must be proposed in substantially the form set out in Schedule 6 and be negotiated, agreed and adopted by the Explorer and the Association in writing within seven days of the Association providing a proposed Budget to the Explorer.
- (c) The Explorer will make payment of expenditure, in accordance with the agreed Budget, to the Association in three separate instalments as follows:
 - (i) 45% seven days prior to the mobilisation of the Scouting Team;
 - (ii) 30% at the end of field inspection for the Clearance; and
 - (iii) 25% or the balance of following receipt of the Report and an invoice of all expenditure

- (d) The Explorer must pay all reasonable costs, fees, disbursements and expenses incurred by the Association in carrying out a Clearance, in accordance with a Budget and subject to any agreement in writing to the contrary between the Parties. In particular, the Explorer will reimburse the Association in accordance with an agreed Budget for the Association's reasonable costs including:
- (i) the services of the members of the Scouting Team (including the costs of preliminary consultation with a Specialist);
 - (ii) provision of suitable camping facilities and food and a camp cook for the Scouting Team;
 - (iii) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts;
 - (iv) vehicle insurance, fuel and costs of any necessary and unavoidable repair required; and
 - (v) administration costs associated with the implementation of the Clearance.
- (e) In the event that there are at any time more persons forming part of the Scouting Team than specified in the Budget, the Explorer shall not be responsible for the expense of the additional persons, unless otherwise agreed between the parties.
- (f) All monies payable by the Explorer pursuant to a Budget shall be paid to:
- (i) the Association; or
 - (ii) a Specialist appointed pursuant to clause 11.2(a)(i); or
 - (iii) to any legal representative notified by the Association to the Explorer.
- A receipt from the Association, Specialist or legal representative referred to in this clause 13(f) is a full and sufficient discharge to the Explorer for any payments made.
- (g) The parties acknowledge that no contractual relationship arises between the Explorer and any person employed or engaged by the Association to form part of any Scouting Team by virtue of this Agreement, and that nothing contained in this Agreement will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Explorer.
- (h) The Native Title Party and the Association will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986*, the *Occupational Health, Safety and Welfare Act 1986*, the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth) as appropriate and any other legislation relevant to the terms or basis upon which the Association engages or retains any person for the purposes of performing its obligations under this Agreement.
- (i) The Explorer is responsible for and indemnifies, and agrees to keep indemnified, the members of the Scouting Team from and against all and any claims of whatever nature and however arising for personal injury or death or damage or destruction of personal property of the Scouting Team or any member of the Scouting Team to the extent caused or contributed to by any negligent act or omission of the Explorer, its employees, contractors or subcontractors.
- (j) The Explorer may nominate the use of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.

14. Removal of employees

- (a) Unless the Association agrees otherwise, the Explorer will take all reasonable steps to ensure prompt removal from the Licence Area of any contractor, employee, agent, or visitor of the Explorer, who:
 - (i) has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance;
 - (ii) has negligently or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with clauses 10, 11 and 12 and Schedule 4, except where there is no damage to the interests of the Native Title Party;
 - (iii) has acted in a disorderly manner on the Licence Area; or
 - (iv) has supplied liquor or prohibited drugs or substances in an unauthorised manner to members of the Native Title Claim Group.
- (b) In the event of a dispute between the Association and the Explorer as to whether a person has acted in a manner justifying removal from the Licence Area, the matter shall be referred for resolution pursuant to clause 26.

15. Instruction in Aboriginal culture

- (a) The Explorer will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations pursuant to this Agreement to ensure they have an awareness and understanding of:
 - (i) native title;
 - (ii) their obligations under the Aboriginal Heritage Act, the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), the Native Title Act and this Agreement in relation to avoiding disturbance, damage and interference to any Area of Significance; and
 - (iii) any other matters of which those persons are required to be cognisant by this Agreement.
- (b) Appropriate education for the purposes of clause 15(a) includes, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.
- (c) An archaeologist to be engaged for the purpose of carrying out the education functions specified in this clause 15 will be nominated by the Explorer with the concurrence of the Association (which shall not be unreasonably withheld).
- (d) The Explorer shall promote among non-Aboriginal people employed in Petroleum Operations a knowledge, understanding and respect for the tradition and culture of the Native Title Claim Group.
- (e) The Explorer shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Explorer.

- (f) The Explorer shall consult with, and have regard to the views of, the Native Title Party in relation to the formulation and presentation of the instruction referred to in clause 15(e).
- (g) When requested by the Explorer, the Association will give all reasonable assistance to the Explorer to attain the objectives of this clause and will be reimbursed by the Explorer for all reasonable expenses incurred.

16. Explorer covenants

The Explorer covenants with the Native Title Party that:

- (a) in connection with the conduct of Petroleum Operations by it on the Licence Area, the Explorer will, pursuant to the Applicable Law:
 - (i) keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;
 - (ii) take all precautions to reduce fire risk on the Licence Area; and
 - (iii) ensure all well sites are capped or sufficiently fenced off after drilling so as to prevent injury to persons or stock.
- (b) where the Explorer reasonably believes appropriate, the Explorer will provide to persons from the Native Title Claim Group, the Association and persons accompanying them relevant:
 - (i) driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and
 - (ii) induction procedures to meet all necessary workplace health and safety requirements,

as the Explorer normally provides to, or usually requires of, persons attending locations under the Explorer's control.
- (c) subject to a Clearance, if at any time in the course of carrying out Petroleum Operations the Explorer or any person acting on behalf of the Explorer identifies any burial site or any archaeological or historical site or object, or any site or object which the Explorer or any person acting on behalf of the Explorer suspects to be an Area of Significance or Aboriginal object, then in addition to obligations under the Aboriginal Heritage Act and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth) the Explorer will promptly report the location of such site or object to the Association.
- (d) the location of the site or object will be treated by the Explorer as though no Clearance in relation to it had previously been given and any relevant object will be left *in situ* without being moved or interfered with pending further Clearance in accordance with this Agreement.

17. Native Title Party covenants

The Native Title Party and the Association covenant with the Explorer that the Native Title Claim Group and the Association will:

- (a) not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with this Agreement or any other agreement between the parties;
- (b) not lodge or make any objection to any grant to the Explorer pursuant to the Petroleum Act, unless the Explorer has failed to comply with any Essential Term;

- (c) actively support the Explorer's efforts to procure all approvals, consents and other entitlements and rights (and all regrants, renewals and extensions) as are or will be necessary to support the interests of the Explorer in furthering a Project under any current, new or amended legislation. In particular, such active support will include provision of all relevant consents and authorisations to allow the grant of the said approvals, consents and other entitlements and rights and assistance to procure the withdrawal of any objections thereto;
- (d) actively assist the Explorer where a Native Title Claim is made by any Aboriginal person not bound by this Agreement over any:
 - (i) part of a Licence Area, or
 - (ii) other area utilised or intended to be utilised in relation to a Project,
 to support the application of this Agreement in relation to Petroleum Operations and the Project (or either of them);
- (e) ensure that where the Explorer provides the items in clause 16(b) for the use of the persons mentioned in that clause, then all the persons so provided will utilise those provisions and otherwise conduct themselves in accordance with the Explorer's reasonable safety requirements;
- (f) refrain from doing any act which would impede, hinder or prevent the Explorer from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Agreement (or either of them); and
- (g) in the course of performing their obligations pursuant to this Agreement, observe all Applicable Law.

18. Rights of the Native Title Party

- (a) The Explorer acknowledges that members of the Native Title Claim Group have the right, except where their presence may cause danger to health and safety, or where their presence may interfere with the conduct of efficient Petroleum Operations, to:
 - (i) move freely throughout Operational Areas including all roads; and
 - (ii) pursue customary and traditional activities in Operational Areas.
- (b) The Native Title Claim Group, its members and agents are permitted to use all roads constructed for the purpose of Petroleum Operations provided such use does not interfere with the conduct of efficient Petroleum Operations.
- (c) The use of roads in accordance with this clause shall be subject to reasonable control by the Explorer for the purpose of safety and to priority of use by the Explorer for the purpose of Petroleum Operations without the Explorer undertaking any liability for such use.
- (d) The Association is entitled to select and engage all employees, agents and independent contractors as necessary and desirable for carrying out the Association's obligations under this Agreement, subject to the prior consent of the Explorer for any Specialist engaged by the Association for assistance with Clearances in accordance with clause 12.3(a).

19. Rights of the Explorer

- (a) The Explorer's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and the terms and conditions of Licences granted.

- (b) In exercising its rights, the Explorer undertakes to observe and perform the terms of this Agreement and neither the Native Title Party nor the Association will cause the Explorer disturbance or interruption in the course of exercising that right and the discharge of the Explorer's legal obligations and duties, including those under the Petroleum Act, a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.
- (c) In the event of any emergency situation occurring on a Licence Area, the Explorer may take measures it considers necessary in the circumstances, in which case clauses 10, 11 and 12 and Schedule 4 do not apply. The Explorer shall notify, as soon as reasonably practicable, the Association of the emergency situation, and after the emergency consult with the Association in relation to further measures to be taken.

20. Reversion of infrastructure

Within twelve months (or such other time as may be agreed between the parties) after the Explorer ceases to have any right to conduct operations in the Licence Area, the Explorer shall remove from the Licence Area all surface infrastructure or facilities constructed for the purposes of Petroleum Operations which, subject to the Petroleum Act, are reasonably capable of removal, other than those which the Explorer, any lessee of the land containing the Licence Area, all government regulatory agencies and the Association agree may remain.

21. Field development and production

The parties acknowledge that at any time during or after completion of the Petroleum Operations carried out pursuant to a PEL, the Explorer may wish to apply for further or other Licences under the Petroleum Act in respect of the whole or any part of the Licence Area. In the event of any further or other Licence being granted by the Minister, unless the parties otherwise agree, the provisions of this Agreement shall apply *mutatis mutandis* in relation to the conduct of Petroleum Operations on the further or other Licences granted.

22. Force Majeure

- (a) In the event that the performance of this Agreement by a party is prevented or delayed in whole or in part by acts of God, flood, fire or damage caused by lightening, storm, tempest, unseasonable rains, strikes, lockouts or other industrial disturbance, riots, blowouts, laws, rules, regulations, or directions of a governing body having jurisdiction over the Licence Area, religious or other ceremonial activities of members of the Native Title Claim Group, inability to obtain equipment or material or any other causes which by the exercise of due diligence that party is unable to prevent or overcome (**Force Majeure**), this Agreement shall continue and remain in force and effect but that party shall not be in default for as long as it continues to be prevented or delayed as aforesaid by the Force Majeure and the time within which the affected party is required to perform any work to satisfy any obligations is extended by a period equivalent to that during which such prevention or delay continues, provided that:
 - (i) the cause of the Force Majeure as far as possible shall be remedied with all reasonable dispatch by such party; and
 - (ii) no party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.
- (b) The party affected by any event of Force Majeure must give notice in writing to each other party of the:

- (i) occurrence of such event; and
- (ii) likely period of delay and cessation.

23. Assignment

The Explorer may transfer the whole or any part of its interest, rights or obligations under this Agreement to a transferee of any interest in a Licence provided the:

- (a) transferee is approved by the Minister for the purposes of the transfer of the interest in the Licence; and
- (b) proposed transferee executes in favour of the Native Title Party and the Association a deed of assumption undertaking to observe and comply with all that proportion of the obligations of the Explorer under this agreement which are commensurate with the rights transferred to it by the Explorer.

24. Confidential Information

- (a) The Explorer agrees to keep confidential each and every Cultural Confidence of which it becomes aware.
- (b) The Native Title Party and the Association agree to keep confidential all aspects of the Explorer's activities pertaining to a Licence of which it becomes aware.

25. Goods & services tax

- (a) Subject to clause 25(c) the Explorer must pay to the Association in respect of any taxable supply made to the Explorer pursuant to or in connection with this Agreement an amount equal to any GST which is payable by the Association.
- (b) The GST on a taxable supply is the amount ascertained by multiplying:
 - (i) the amount that would otherwise be payable under this Agreement in respect of the taxable supply if the GST payable were nil, by
 - (ii) the prevailing rate of GST for that taxable supply
- (c) The Explorer must pay to the Association an amount equal to the GST on a taxable supply, provided the Association has first issued to the Explorer a tax invoice, at the same time and in the same manner as it is required to pay any other amount to the Association in respect of that taxable supply. If no other amount is payable by the Explorer to the Association in respect of that taxable supply, the Explorer must pay to the Association an amount equal to the GST on that taxable supply 28 days after the receipt by the Explorer of a tax invoice from the Association.
- (d) For the purposes of the GST Act, the Explorer shall be regarded as having requested a tax invoice from the Association in respect of each taxable supply. Any tax invoice issued may be issued in addition to any other invoice that relates to the taxable supply.
- (e) If an adjustment event has occurred in respect of a supply made pursuant to or in connection with this Agreement, the party that becomes aware of the adjustment event agrees to notify the other party on becoming aware of the adjustment event, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than 21 days after the Association becomes aware that the adjustment event has occurred.

- (f) The Association will issue to the Explorer an adjustment note in respect of a supply that is subject to an adjustment event covered by clause 25(e) of this clause. Such adjustment note will be issued no later than 21 days after the Association becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.
- (g) Any disputes between the parties in relation to the operation or interpretation of this clause shall be dealt with in accordance with the dispute resolution procedures in clause 26 of this Agreement
- (h) The parties agree to make any changes that are required to this clause to reflect any amendments made to the GST Act or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.
- (i) In this clause 25:
 - (i) **adjustment event** means an adjustment event for the purposes of the GST Act and includes any matter or thing that arises out of any error, any decision of a court in relation to the GST Act or a related Act, any ruling issued by the Commissioner of Taxation, any audit of the tax affairs of the Association or of the Explorer or the settlement of any dispute (including a dispute with the Commissioner of Taxation);
 - (ii) **adjustment note** has the same meaning as it has from time to time in the GST Act;
 - (iii) **GST** has the same meaning as it has from time to time in the GST Act;
 - (iv) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the *A New Tax System (Goods and Services Tax Transition) Act 1999*;
 - (v) **price** has the same meaning as it has from time to time in the GST Act;
 - (vi) **supply** has the same meaning as it has from time to time in the GST Act;
 - (vii) **tax invoice** has the same meaning as it has from time to time in the GST Act; and
 - (viii) **taxable supply** has the same meaning as it has from time to time in the GST Act.

26. Dispute resolution

26.1 Guiding Principle

The parties agree that every effort should be made to ensure that disputes do not arise and that if a dispute does occur the parties agree to make every reasonable effort to resolve the dispute without recourse to this clause.

26.2 Priority of Procedures

Unless otherwise provided in this Agreement, if a dispute arises between the parties, no party may commence any court proceedings relating to the dispute unless it has complied with this clause 26, except where the Party seeks urgent interlocutory relief.

26.3 Notice of Dispute

Any Party claiming that a dispute has arisen under this Agreement between the Explorer and either or both of the Native Title Party and the Association (**Complainant**) must give written notice (**Notice of Dispute**) to the other parties (**Respondent**). The notice must adequately identify and provide details of the dispute and refer to any documentary evidence of the matters

claimed in the dispute and designate a senior representative of the Complainant who has the authority to negotiate and settle the dispute.

26.4 Response to Dispute

Within 14 days after the Respondent receives a Notice of Dispute, the Respondent must give written notice to the Complainant. That notice must adequately define the Respondent's response to the dispute and provide details and refer to any documentary evidence in support of its response to the dispute and designate a senior representative for each Respondent who has the authority to negotiate and settle the dispute.

26.5 Negotiations

Senior representatives designated pursuant to the preceding clauses of this clause must, within 10 days (or within such further period as the senior representatives may agree is appropriate) after the receipt of the notice referred to in clause 26.4 investigate, negotiate and endeavour to settle the dispute.

26.6 Mediation

- (a) If, within one month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Schedule 7 hereto, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within 14 days, the mediator shall be appointed by the President of the Law Society of South Australia for the time being.
- (b) The President of the Law Society of South Australia (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:
 - (i) for the preservation and protection of the native title rights and interests of the Native Title Party; and
 - (ii) the statutory rights, obligations and commercial imperatives of the Explorer; and
 - (iii) shall take account of the fact that this Agreement constitutes a cross-cultural commercial agreement.
- (c) The mediator, in conducting the mediation shall have regard to:
 - (i) the parties' intentions in this Agreement for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
 - (ii) the statutory rights, obligations and commercial imperatives of the Explorer.
- (d) If within one month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.
- (e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.
- (f) None of the parties may commence court proceedings or arbitration concerning this Agreement unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Agreement may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory relief.
- (g) In any case, each party shall bear its own costs for the mediation.

26.7 Without Prejudice

The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is an attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this clause for any other purpose.

27. Cessation of activities

- (a) The Explorer shall notify the Association one month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.
- (b) A surrender under clause 27(a) is effective from when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.
- (c) Subject to the Minister's right to require the Explorer to undertake remediation, notwithstanding that a licence is no longer held by the Explorer in relation to that land, the Explorer shall cease Petroleum Operations immediately upon its Licence expiring or being surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.
- (d) Upon the surrender, withdrawal, revocation or cancellation of the Explorer's Licence in respect of the Licence Area:
 - (i) the Explorer shall pay to the Association any and all monies then payable or accrued which are due to the Association pursuant to this Agreement; and
 - (ii) each party shall remain liable to the other party in respect of any liability it has to the other as a consequence of any prior breach of this Agreement
- (e) Nothing in this Agreement shall be construed as imposing an obligation on the Explorer to carry out or complete any Petroleum Operations.
- (f) Except as provided in clause 27(c) this Agreement shall terminate when the parties have complied with its terms and all Licences have terminated.
- (g) The parties obligations under clauses 8(a), 8(b), 8(d), 16, 20 and 24 survive any termination of this Agreement.

28. Employment opportunities

The Explorer agrees to consider from time to time opportunities for the employment of members of the Native Title Claim Group and for the engagement of enterprises controlled by members of the Native Title Claim Group and to similarly encourage its contractors so to do.

29. Notices

- (a) Subject to any other provision of this Agreement to the contrary, any notice, request, consent, proposal, or other communication must be in writing and signed by the person giving it and will be addressed as follows:

Native Title Party:

The Yandruwandha/Yawarrawarrka People
C/- Hunt & Hunt Solicitors
12th Floor, 26 Flinders Street
Adelaide South Australia 5000
Facsimile number: (08) 8211 7362

The Explorer:

Adelaide Energy Limited
Level 15
1 King William Street
Adelaide South Australia 5000
Facsimile number: (08) 8212 7518

Association:

Yandruwandha Yawarrawarrka Traditional
Land Owners (Aboriginal Corporation)
C/- Hunt & Hunt Solicitors
12th Floor, 26 Flinders Street
Adelaide South Australia 5000
Facsimile number: (08) 8211 7362

- (b) In the event that any party changes its address for notices that party must advise the other parties in writing within seven days of its new address, and from that time all parties must address any notices to the new address.
- (c) A notice sent by mail will be deemed received by the party to whom it is addressed on the next business day following its posting. Notices transmitted by facsimile are deemed delivered on the day of transmission subject to confirmation of complete transmission.

30. Miscellaneous

30.1 Governing law and jurisdiction

This Agreement is governed by and should be construed in accordance with the laws of the State of South Australia and of the Commonwealth of Australia and each party irrevocably submits to the jurisdiction of the appropriate Courts of that State and of the Commonwealth of Australia and any Courts competent to hear appeals from these Courts. The parties agree that appeals from the courts of the Commonwealth of Australia will be filed in the South Australia District Registry of the Federal Court of Australia.

30.2 Inconsistency

The clauses in this Agreement shall prevail over any inconsistent provisions in any Schedule to this Agreement.

30.3 Variation

No modification, variation or amendment to this Agreement shall be of any force unless in writing and executed by each party. No waiver by a party of any of the provisions of this Agreement shall be binding unless made in writing and any such waiver shall relate only to the specific matter, non-compliance or breach in respect of which it is given and shall not apply to any subsequent or other matter, non-compliance or breach.

30.4 Assignment

This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.

30.5 Further action

Each party agrees to execute such deeds and documents and do such further acts and things as shall be necessary to give effect to the terms of this Agreement.

30.6 Severability

If any Court or other competent authority declares, or if any statute or regulation renders any part of this Agreement ineffective, void, voidable, illegal or unenforceable or if by reason of a

declaration by any Court or other competent authority or any statute or regulation this Agreement would, if any part hereof were not omitted, be ineffective, void, voidable, illegal or unenforceable then:

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

30.7 Counterparts

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

Schedule 1 - Description of the Licence Application Area

Schedule 2 - The Native Title Application and map of the Claim Area

Schedule 3 - Association

Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation)

C/- Hunt & Hunt Lawyers
12th Floor, 26 Flinders Street
Adelaide South Australia 5000

Schedule 4 - Clearance procedures

1. The Association, in consultation with the Native Title Party, will provide a Scouting Team to undertake inspection and clearing of locations for Petroleum Operations within the Licence Area if and when the requirement arises in accordance with clause 11 of this Agreement.
2. The Association, in consultation with the Native Title Party, will ensure that if required, both a male and a female Specialist are available to join the Scouting Team depending on the part of the Licence Area under consideration at any given time and the Area or Areas of Significance that may be therein.
3. A Specialist (engaged according to clause 11.2(a)(i) of this Agreement) will co-ordinate the Scouting Teams provided for in clause 11 of this Agreement and will be responsible for conveying the results of the Scouting Team's inspections and assessments for Clearance of the Explorer's proposed Petroleum Operations under the terms of this Agreement.
4. Subject to the terms of this Agreement, the Native Title Party and the Association will ensure that a Scouting Team is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by the Explorer in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and the Association will ensure that the Scouting Team operates on a regular work schedule that as near as practicable coincides with and accommodates the Explorer's work schedule.
5. The Association will arrange suitable camping facilities for the Scouting Team.
6. The Association, in consultation with the Native Title Party, will ensure that persons who are members of the Native Title Party (but in any event not exceeding the number of persons agreed with the Explorer) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.
7. The Association will provide sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Scouting Team while it is undertaking the inspection and Clearance process.
8. The said vehicles will be insured by the Association and equipped by the Association with sufficient spare parts for the duration of the Clearance task.
9. The Association will cause a log-book to be kept and will ensure that the following information is recorded in the log book in relation to the use of the four-wheel drive vehicles:
 - (a) Date;
 - (b) Place of departure;
 - (c) Destination;
 - (d) Reason for the journey;
 - (e) Name of driver; and
 - (f) Number of kilometres travelled,in respect of each occasion that the four-wheel drive vehicles are used for or incidental to carrying out a Clearance and will make the log-book available to the Explorer upon request.
10. The Explorer will reimburse the Association in accordance with an agreed plan and Budget for the Association's reasonable costs for:

- (a) engaging the services of the persons comprising the Scouting Team;
- (b) providing camping facilities and food to the Scouting Team; and
- (c) providing sufficient and appropriate four-wheel drive vehicles for use by the Scouting Team.

11. In the event that there are at any time more persons forming part of a Scouting Team than agreed with the Explorer and accounted for in a Budget then the Explorer shall not be responsible for the expense of the additional persons in such group, unless otherwise agreed between the parties.

12. Remuneration

The Explorer will pay to, or reimburse, the Association the cost:

- (a) of engaging the services of the Scouting Team;
- (b) for each Specialist;
- (c) for each of the agreed number of Scouting Team members,

at the respective rates, negotiated and agreed during negotiation of a Budget for each day required for compliance with clauses 10, 11 and 12 and Schedule 4;

- (d) for travel to and from his or her place of residence within Australia; and
 - (e) reasonable travel costs,
- all in accordance with a Budget.

13. Food for Scouting Team

The Explorer will allow a food allowance for each member of the Scouting Team at the rate of \$35 per day, fixed for the first 12 months of this Agreement, for each day spent undertaking the Clearance and each day spent travelling to and from the Licence Area for that purpose.

14. Four-Wheel Drive Vehicles

The Explorer will pay to the Association:

- (a) where the Association provides four-wheel drive vehicles:
 - (i) the sum of fifty-five cents per kilometre in respect of the total number of kilometres properly recorded in the log book, in accordance with clause 9 of this Schedule 4; and
 - (ii) the cost of fuel, where a four-wheel drive vehicle travelled distances for or incidental to conducting a Clearance; or
- (b) the reasonable cost of hire of four-wheel drive vehicles and the cost of fuel and vehicle insurance, where the vehicle is hired and used for, or incidental to conducting a Clearance provided that the log book details are properly recorded in accordance with clause 9 of this Schedule 4.

Schedule 5 - Schedule of events

Item	Events	Party Responsible	Maximum period for Events (in days)	Maximum cumulative Elapsed days
1	The Explorer submits request and proposed work programme to Association (Clause 9)	The Explorer	Not applicable	0
2	Preliminary meeting (Clause 9)	The Explorer and Association	14	14
3	Association arranges for: 1. Anthropologist or other Specialist; 2. Scouting Team, and 3. Proposed Clearance plan and Budget and presents to the Explorer (Clauses 11 and 13)	Association	7	21
4	Clearance Plan and Budget meeting. Plan and Budget agreed (Clause 13)	The Explorer and Association	7	28
5	Scouting Team and field logistics organised, and Scouting Team mobilised to the field. (Clause 11)	Native Title Party and Association	12	40
6	Scouting Team completes field work and de-mobilises, notifies the Explorer. (Clause 12)	Native Title Party and Association	14	54
7	Report delivered to the Explorer (Clause 12)	Association	14	68

Schedule 6 - Budget

Explorer:				Date:			
Clearance for PEL number(s):							
Item	Description	Remarks	Units	Quantity	Unit Rate\$	Survey Costs	NOTES
	Personnel						
	Specialist # 1		days				
	Specialist # 2		days				
	Scouting Team x		days				
	Camp Cook		days	1			
1	TOTAL PERSONNEL						
	Travel Costs						
	Vehicle Hire	4WD	days				
	Vehicle Fuel		days				
	Private Vehicle 2WD allowance	fuel, oil, tyres etc	km		0.52		
	Private Vehicle 4WD allowance	fuel, oil, tyres etc	km		0.55		
2	TOTAL TRAVEL						
	Accommodation & Logistics						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
3	TOTAL ACCOMMODATION & LOGISTICS						
	Administration						
	satellite phone hire		days				
	maps		total				

	photocopying		total				
	phone : fax : mail		total				
	bookings & fees		total				
	meetings & confs		total				
	legal		total				
4	TOTAL ADMINISTRATION						
5	SUB -TOTAL						
6	Contingency						
7	GST						
8	GRAND TOTAL						

Schedule 7 - Guidelines to mediation

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to clause 26.

1. Role of Mediator

- (a) The mediator will be neutral and impartial. The mediator will assist the parties to attempt to resolve the dispute by helping them to:
 - (i) systematically isolate the issues in dispute;
 - (ii) develop options for the resolution of those issues;
 - (iii) explore the usefulness of these options; and
 - (iv) meet their interests and needs.
- (b) The mediator may meet with the parties together or separately.
- (c) The mediator will not give legal or other professional advice to any party, impose a resolution on any party or make a decision for any party.
- (d) The mediator will not accept an appointment in relation to any proceedings concerning the dispute.
- (e) Neither party will take action to cause the mediator to breach clause 1(d) of this Schedule 7.

2. Conflict of Interest

The mediator must prior to commencement of mediation disclose to the parties to the best of the mediator's knowledge any prior dealings with any of the parties as well as any interests in the dispute. If in the course of the mediation the mediator becomes aware of any circumstances that might reasonably be considered to affect the mediator's capacity to act impartially, the mediator must immediately inform the parties of those circumstances.

3. Co-operation

The parties must co-operate in good faith with the mediator and each other during the mediation.

4. Conduct of Preliminary Conference

- (a) As part of the mediation, the mediator will establish a preliminary conference at a time and venue convenient to the parties to establish a timetable for mediation.
- (b) The parties must attend the mediation with authority to settle within any range that can reasonably be anticipated. At the mediation each party may have one or more other persons including legally qualified persons to assist and advise them.

5. Communications between Mediator and Parties

Any information disclosed to a mediator in private is to be treated as confidential by the mediator unless the party making the disclosure states otherwise.

6. Confidentiality of the Mediation

- (a) The parties and the mediator will not disclose to anyone not involved in the mediation any information or document given to them during the mediation unless required by law to make such disclosure.
- (b) The parties and the mediator agree that other than in the course of enforcement of the settlement agreement for the dispute by judicial proceedings, the following will be privileged and will not be disclosed in or be the subject of a subpoena to give evidence or to produce documents in any proceedings in respect of the Dispute:
 - (i) any settlement proposal whether made by a party or the mediator;
 - (ii) the willingness of a party to consider any such proposal;
 - (iii) any statement made by a party or the mediator during the mediation; and
 - (iv) any information prepared for the mediation.

7. Termination of the Mediation

A party may terminate the mediation at any time after consultation with the mediator.

8. Settlement of the Dispute

If settlement is reached at the mediation, the terms of the settlement must be written down and signed by the parties before they leave the mediation.

9. Enforcement of the Settlement Agreement

Any party may enforce the terms of the settlement agreement by judicial proceedings. Any party may call evidence:

- (a) for the purposes of this clause; and
- (b) of the settlement agreement including evidence from the mediator and any other person engaged in the mediation.

10. Exclusion of Liability

The parties acknowledge that any mediator appointed will not be liable to them for any act or omission in the performance of the mediator's obligations under this Agreement. The parties undertake to indemnify the mediator against any claim for any act or omission in the bona fide performance of the mediator's obligations under this Agreement.

11. Costs

The parties are separately liable to the mediator in equal proportions for the mediator's fees.

Signing page

EXECUTED as an agreement.

**Signed for and on behalf of each member of
the Native Title Party by CHARLIE MOORE in
the presence of**

Signature of witness

Charlie Moore

Name of witness (print)

**Signed for and on behalf of each member of
the Native Title Party by FREDRICK BROWN
in the presence of**

Signature of witness

Fredrick Brown

Name of witness (print)

**Signed for and on behalf of each member of
the Native Title Party by LESLIE HARRIS in
the presence of**

Signature of witness

Leslie Harris

Name of witness (print)

**Signed for and on behalf of each member of
the Native Title Party by AARON PATERSON**
in the presence of

Signature of witness

Aaron Paterson

Name of witness (print)

**Signed for and on behalf of each member of
the Native Title Party by ANITA PATERSON**
in the presence of

Signature of witness

Anita Paterson

Name of witness (print)

**Signed for and on behalf of each member of
the Native Title Party by FAY NICHOLLS** in
the presence of

Signature of witness

Fay Nicholls

Name of witness (print)

**Signed for and on behalf of each member of
the Native Title Party by THERESA
BOTTRELL** in the presence of

Signature of witness

Theresa Bottrell

Name of witness (print)

The common seal of ADELAIDE ENERGY LTD is fixed to this document in accordance with its constitution in the presence of

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

The common seal of YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION) is fixed to this document in accordance with its constitution in the presence of

Signature of Committee Officer

Signature of Committee Officer

Name of Committee Officer (print)

Name of Committee Officer (print)

Signature of Committee Officer

Signature of Committee Officer

Name of Committee Officer (print)

Name of Committee Officer (print)

Signature of Committee Officer

Signature of Committee Officer

Name of Committee Officer (print)

Name of Committee Officer (print)

Signing page

EXECUTED as a deed.

The common seal of the Minister for Mineral Resources Development is fixed to this document in the presence of



Paul Holloway

The Honourable Paul Holloway MLC Minister for Mineral Resources Development

[Signature]
Signature of witness

JOE FARBROWARNY

Name of witness (print)

Signed for and on behalf of each member of the Native Title Party by CHARLIE MOORE in the presence of

Michael Piche
Signature of witness

Charlie Moore
Charlie Moore

MICHAEL PICHE
Name of witness (print)

Signed for and on behalf of each member of the Native Title Party by FREDRICK BROWN in the presence of

Michael Piche
Signature of witness

F. Brown
Fredrick Brown

MICHAEL PICHE
Name of witness (print)

Signed for and on behalf of each member of the Native Title Party by LESLIE HARRIS in the presence of

Michael Piche
Signature of witness

L. Harris
Leslie Harris

MICHAEL PICHE
Name of witness (print)

Signed for and on behalf of each member of
the Native Title Party by AARON PATERSON
in the presence of

Michael Bees
Signature of witness

Aaron Paterson
Aaron Paterson

MICHAEL BEES
Name of witness (print)

Signed for and on behalf of each member of
the Native Title Party by ANITA PATERSON
in the presence of

Michael Bees
Signature of witness

Anita Paterson
Anita Paterson

MICHAEL BEES
Name of witness (print)

Signed for and on behalf of each member of
the Native Title Party by FAY NICHOLLS in
the presence of

Michael Bees
Signature of witness

Fay Nicholls
Fay Nicholls

MICHAEL BEES
Name of witness (print)

Signed for and on behalf of each member of
the Native Title Party by THERESA
BOTTRELL in the presence of

Michael Bees
Signature of witness

Theresa Bottrell
Theresa Bottrell

MICHAEL BEES
Name of witness (print)

The common seal of ADELAIDE ENERGY LTD is fixed to this document in accordance with its constitution in the presence of

R. Smiley Hollingsworth ←
Signature of director

RODERIC JOHN SMILEY HOLLINGSWORTH
Name of director (print)

Peter Hayden Hunt ←
Signature of director/company secretary
(Please delete as applicable)

PETER HAYDEN HUNT
Name of director/company secretary (print)



The common seal of YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION) is fixed to this document in accordance with its constitution in the presence of

Meresaif Battrell ←
Signature of Committee Officer

T. BOTTRELL
Name of Committee Officer (print)

Lloyd Roe ←
Signature of Committee Officer

Lloyd Roe
Name of Committee Officer (print)

Patrick Ferguson ←
Signature of Committee Officer

P. FERGUSON
Name of Committee Officer (print)

Anita Paterson ←
Signature of Committee Officer

Anita Paterson
Name of Committee Officer (print)

Vicki St John ←
Signature of Committee Officer

Jeff Nielsen Parker
Name of Committee Officer (print)

Aaron C Paterson ←
Signature of Committee Officer

Aaron C. Paterson
Name of Committee Officer (print)



Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 218

1. Notation of the registration of the following document is hereby entered on the Public Register:

SA 2007-43 Farmin Agreement dated 10 April 2007 between Adelaide Energy Limited, Icon Energy Limited, Dekka Resources Pty Ltd and Well Traced Pty Ltd.



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

Date: 27 November 2007

27/2/375

Petroleum Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCES
PEL 218 and PEL 255**

1. Notation of revision to security arrangements 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: 26 November 2007

File: 27/2/375
27/2/418

PETROLEUM ACT 2000

Grant of Petroleum Exploration Licence—PEL 218

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

No. of Licence	Licensee	Locality	Expiry
PEL 218	Adelaide Energy Limited	Cooper Basin	31 October 2012

Description of Area—PEL 218

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

Commencing at a point being the intersection of latitude 27°32'00"S GDA94 and longitude 140°59'00"E GDA94, thence east to the eastern border of the State of South Australia, thence southerly along the border of the said State to latitude 27°52'00"S GDA94, west to longitude 140°56'00"E GDA94, south to latitude 27°53'00"S GDA94, west to longitude 140°50'00"E AGD66, south to latitude 27°54'50"S AGD66, west to longitude 140°36'40"E AGD66, south to latitude 27°56'10"S AGD66, west to longitude 140°34'20"E AGD66, south to latitude 28°01'00"S GDA94, west to longitude 140°34'00"E GDA94, north to latitude 28°00'00"S GDA94, west to longitude 140°30'00"E GDA94, north to latitude 27°53'00"S GDA94, west to longitude 140°23'00"E GDA94, south to latitude 27°56'00"S GDA94, west to longitude 140°21'30"E GDA94, south to latitude 27°57'00"S AGD66, west to longitude 140°16'40"E AGD66, north to latitude 27°47'40"S AGD66, east to longitude 140°25'40"E AGD66, north to latitude 27°46'40"S AGD66, east to longitude 140°34'00"E AGD66, north to latitude 27°39'00"S GDA94, east to longitude 140°46'00"E GDA94, south to latitude 27°40'00"S GDA94, east to longitude 140°52'00"E GDA94, north to latitude 27°36'00"S GDA94, east to longitude 140°52'10"E AGD66, north to latitude 27°35'00"S GDA94, east to longitude 140°56'00"E GDA94, north to latitude 27°34'00"S GDA94, east to longitude 140°58'00"E GDA94, north to latitude 27°33'00"S GDA94, east to longitude 140°59'00"E GDA94, and north to the point of commencement but excluding the areas bounded as follows:

Area 1

Commencing at a point being the intersection of latitude 27°46'00"S GDA94 and longitude 140°46'00"E GDA94, thence east to longitude 140°48'00"E GDA94, south to latitude 27°47'00"S GDA94, east to longitude 140°50'00"E GDA94, south to latitude 27°49'00"S GDA94, west to longitude 140°49'00"E GDA94, south to latitude 27°50'00"S GDA94, west to longitude 140°48'00"E GDA94, south to latitude 27°53'00"S GDA94, west to longitude 140°46'00"E GDA94, north to latitude 27°52'00"S GDA94, west to longitude 140°45'00"E GDA94, north to latitude 27°51'00"S GDA94, west to longitude 140°44'00"E GDA94, north to latitude 27°47'00"S GDA94, east to longitude 140°46'00"E GDA94, and north to the point of commencement.

Area 2

Commencing at a point being the intersection of latitude 27°47'00"S GDA94 and longitude 140°37'00"E GDA94, thence east to longitude 140°41'00"E GDA94, south to latitude 27°50'00"S GDA94, west to longitude 140°39'00"E GDA94, north to latitude 27°49'00"S GDA94, west to longitude 140°37'00"E GDA94, and north to the point of commencement.

Area 3

Commencing at a point being the intersection of latitude 27°49'00"S GDA94 and longitude 140°32'00"E GDA94, thence east to longitude 140°36'00"E GDA94, south to latitude 27°53'00"S GDA94, west to longitude 140°34'00"E GDA94, north to latitude 27°52'00"S GDA94, west to longitude 140°33'00"E GDA94, north to latitude 27°51'00"S GDA94, west to longitude 140°32'00"E GDA94, and north to the point of commencement.

Area: 1 599 km² approximately.

Dated 1 November 2007.

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

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 218**

1. This Licence granted on 1 November 2007 is hereby entered on the public register.
2. Interests in the licence are:-

Adelaide Energy Limited 100%
3. Notation of receipt of security is hereby entered on the public register.



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

Date: 1 November 2007

Ref: 27/2/375

Petroleum Act 2000

PETROLEUM EXPLORATION LICENCE PEL 218

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

Adelaide Energy Limited
ACN 116 256 823

 (hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, to have effect for a term of five years and to expire on 31 OCTOBER 2012 and carrying the right to one renewal subject to the provisions of the *Petroleum Act 2000*.

DESCRIPTION OF AREA

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

CONDITIONS

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

Year of Term of Licence	Minimum Work Requirements
One	Drill two wells; Acquire 180 km 2D seismic; Geological and Geophysical studies
Two	Drill one well; Acquire 100 km 2D seismic; Geological and Geophysical studies
Three	Drill one well; Acquire 100 km 2D seismic; Geological and Geophysical studies
Four	Drill two wells
Five	Drill two wells

2. In the event that the Licensee during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.
3. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of \$50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security").
 - 3.1 The Security shall be lodged in the form of either;
 - (a) cash; or
 - (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,
 - 3.2 Interest will not be payable by the Minister to the Licensee on any cash Security
 - 3.3 All charges incurred by the Licensee in obtaining and maintaining the Security, shall be met by the Licensee.
 - 3.4 If upon expiry, this Licence is not renewed and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensee.
4. The Licensee must:
 - (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
5. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.

6. The Licensee shall, upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 16 April 2007 between the Licensee, the Minister, the Yandruwandha/Yawarrawarrka People and the Yandruwandha/Yawarrawarrka Traditional Land Owners (Aboriginal Corporation), entered into for the purposes of Section 31 of the *Native Title Act 1993*
7. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the *Petroleum Act 2000*, that the report also includes an assessment of the potential economic consequences for other licensees under the *Petroleum Act 2000* or *Mining Act, 1971* and owners of land, arising out of proposed regulated activities to be carried out in the licence area.
8. A contract or agreement entered into by the licensee to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the *Petroleum Act 1940 or 2000* cannot transfer, limit or exclude liability under the *Petroleum Act 2000* unless written consent of the Minister is obtained.

Date: 1 November 2007

C. A. COCKSHELL

ACTING

~~BARRY A. GOLDSTEIN~~

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

Signed by the said LICENSEE

Date: 23/10/2007 2007

Authorised Representative

Witness

CARL WILLIAM DORSCH

Name

RODERIC HOLLINGSWORTH

Name

MANAGING DIRECTOR

Position

DIRECTOR

Position

ADELAIDE ENERGY LTD

Company

ADELAIDE ENERGY LIMITED

Company

PETROLEUM EXPLORATION LICENCE

PEL 218

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°32'00"S GDA94 and longitude 140°59'00"E GDA94, thence east to the eastern border of the State of South Australia, thence southerly along the border of the said State to latitude 27°52'00"S GDA94, west to longitude 140°56'00"E GDA94, south to latitude 27°53'00"S GDA94, west to longitude 140°50'00"E AGD66, south to latitude 27°54'50"S AGD66, west to longitude 140°36'40"E AGD66, south to latitude 27°56'10"S AGD66, west to longitude 140°34'20"E AGD66, south to latitude 28°01'00"S GDA94, west to longitude 140°34'00"E GDA94, north to latitude 28°00'00"S GDA94, west to longitude 140°30'00"E GDA94, north to latitude 27°53'00"S GDA94, west to longitude 140°23'00"E GDA94, south to latitude 27°56'00"S GDA94, west to longitude 140°21'30"E GDA94, south to latitude 27°57'00"S AGD66, west to longitude 140°16'40"E AGD66, north to latitude 27°47'40"S AGD66, east to longitude 140°25'40"E AGD66, north to latitude 27°46'40"S AGD66, east to longitude 140°34'00"E AGD66, north to latitude 27°39'00"S GDA94, east to longitude 140°46'00"E GDA94, south to latitude 27°40'00"S GDA94, east to longitude 140°52'00"E GDA94, north to latitude 27°36'00"S GDA94, east to longitude 140°52'10"E AGD66, north to latitude 27°35'00"S GDA94, east to longitude 140°56'00"E GDA94, north to latitude 27°34'00"S GDA94, east to longitude 140°58'00"E GDA94, north to latitude 27°33'00"S GDA94, east to longitude 140°59'00"E GDA94, and north to the point of commencement but excluding the areas bounded as follows:-

Area 1

Commencing at a point being the intersection of latitude 27°46'00"S GDA94 and longitude 140°46'00"E GDA94, thence east to longitude 140°48'00"E GDA94, south to latitude 27°47'00"S GDA94, east to longitude 140°50'00"E GDA94, south to latitude 27°49'00"S GDA94, west to longitude 140°49'00"E GDA94, south to latitude 27°50'00"S GDA94, west to longitude 140°48'00"E GDA94, south to latitude 27°53'00"S GDA94, west to longitude 140°46'00"E GDA94, north to latitude 27°52'00"S GDA94, west to longitude 140°45'00"E GDA94, north to latitude 27°51'00"S GDA94, west to longitude 140°44'00"E GDA94, north to latitude 27°47'00"S GDA94, east to longitude 140°46'00"E GDA94, and north to point of commencement

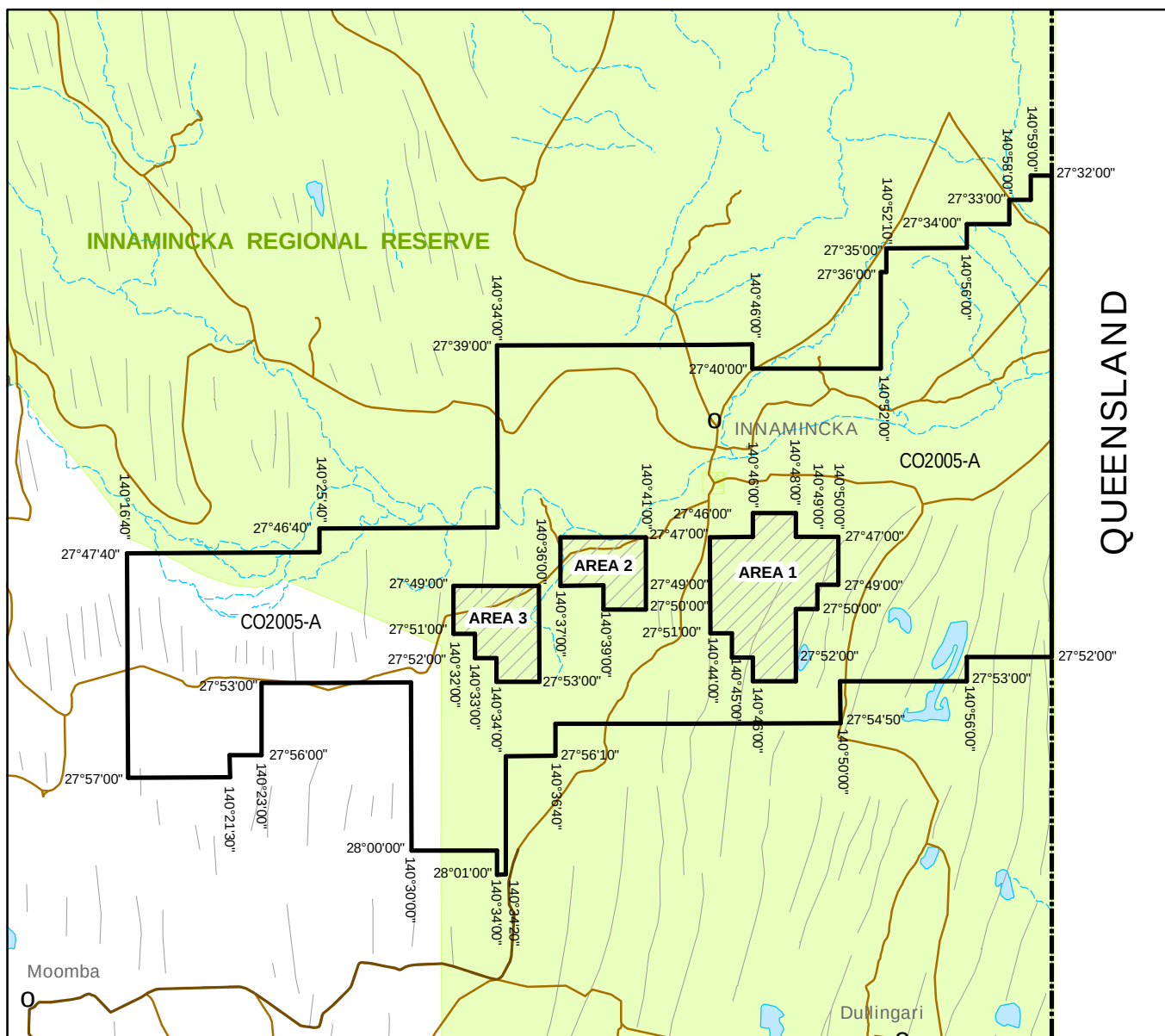
Area 2

Commencing at a point being the intersection of latitude 27°47'00"S GDA94 and longitude 140°37'00"E GDA94, thence east to longitude 140°41'00"E GDA94, south to latitude 27°50'00"S GDA94, west to longitude 140°39'00"E GDA94, north to latitude 27°49'00"S GDA94, west to longitude 140°37'00"E GDA94, and north to point of commencement

Area 3

Commencing at a point being the intersection of latitude 27°49'00"S GDA94 and longitude 140°32'00"E GDA94, thence east to longitude 140°36'00"E GDA94, south to latitude 27°53'00"S GDA94, west to longitude 140°34'00"E GDA94, north to latitude 27°52'00"S GDA94, west to longitude 140°33'00"E GDA94, north to latitude 27°51'00"S GDA94, west to longitude 140°32'00"E GDA94, and north to point of commencement

AREA: **1599** square kilometres approximately.



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

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 218

