

INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM EXPLORATION LICENCE PEL 183

1. 4 February 2008 Petroleum Exploration Licence PEL 183 granted

Interests: Eden Energy Limited 100%

Expiry Date: 3 February 2013
2. 4 February 2008 Memorandum dated 4 February 2008 entering the following documents on the public register:

- Licence instrument

- Notation of receipt of security

- Deed pursuant to Section 31 of the Native Title Act 1993 dated 13 November 2007 between The honourable Paul Holloway, Minister for Mineral resources Development for and on behalf of the State of South Australia, the Arabunna People, Eden Energy Limited and the Ularaka Arabunna Association Inc.
3. 3. February 2008 Gazettal of Grant of Licence
4. 26 October 2010 Suspension of licence from and including 31 October 2010 to 30 October 2011.

Expiry date of PEL 183 is now 3 February 2014
5. 26 October 2010 Memorandum entering suspension of licence on the public register
6. 4 November 2010 Gazettal of suspension of licence.
7. 24 May 2012 Memorandum entering notation to security arrangements on the public register.
8. 16 August 2012 Suspension of licence for the period from and including 18 June 2012 to 17 June 2013.

PEL 183 is now due to expire on 3 February 2015.
9. 16 August 2012 Memorandum entering suspension of licence on the public register.
10. 16 August 2012 Variation of licence conditions.
11. 16 August 2012 Memorandum entering variation of licence conditions on the public register.
12. 23 August 2012 Gazettal of suspension of licence.

13. 23 January 2014 Memorandum entering suspension of licence on the public register.
14. 23 January 2014 Suspension of licence for the period from and including 17 January 2014 to 17 July 2014.
15. 30 January 2014 Gazettal of suspension of licence.
16. 2 April 2014 Surrender of licence with effect from 6 March 2014.
17. 2 April 2014 Memorandum entering surrender of licence on the public register.
18. 10 April 2014 Gazettal of surrender of licence.
19. 4 June 2014 Memorandum notating the discharge of security on the public register.

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 183

1. Notation of discharge of security 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 June 2014

File: 27/2/00311

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Surrender of Petroleum Exploration Licence—PEL 183

NOTICE is hereby given that I have accepted surrender of the abovementioned Petroleum Exploration Licence under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

No. of Licence	Licensee	Locality	Date of Surrender	Reference
PEL 183	Eden Energy Limited	Arrowie Basin, South Australia	6 March 2014	27/2/311

Description of Area

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

Commencing at a point being the intersection of latitude 29°30'00"S GDA94 and longitude 136°45'00"E GDA94, thence east to longitude 137°10'00"E GDA94, south to latitude 29°35'00"S GDA94, east to longitude 137°20'00"E GDA94, south to latitude 29°40'00"S GDA94, east to longitude 137°25'00"E GDA94, south to latitude 29°45'00"S GDA94, east to longitude 137°30'00"E GDA94, south to latitude 29°50'00"S GDA94, east to longitude 137°35'00"E GDA94, south to latitude 29°55'00"S GDA94, east to longitude 137°40'00"E GDA94, south to latitude 29°57'30"S GDA94, west to longitude 137°02'00"E GDA94, north to latitude 29°57'00"S GDA94, west to longitude 136°55'00"E GDA94, north to latitude 29°55'00"S GDA94, west to longitude 136°44'00"E GDA94, north to latitude 29°53'30"S GDA94, west to longitude 136°36'00"E GDA94, north to latitude 29°53'00"S GDA94, west to longitude 136°35'00"E GDA94, north to latitude 29°50'00"S GDA94, west to longitude 136°30'00"E GDA94, north to latitude 29°45'00"S GDA94, west to longitude 136°25'00"E GDA94, north to latitude 29°38'00"S GDA94, east to longitude 136°45'00"E GDA94, and north to the point of commencement.

Area: 3 977 km² approximately.

Dated 2 April 2014.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 183

Surrender of the abovementioned Petroleum Exploration Licence with effect from 6 March 2014 is hereby entered on the public register.

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

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

Date: 2 April 2014

Ref: 27/2/311

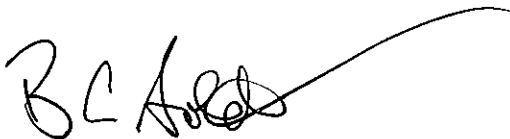
Petroleum and Geothermal Energy Act 2000

**SURRENDER OF
PETROLEUM EXPLORATION LICENCE
PEL 183**

I, BARRY ALAN GOLDSTEIN, Executive Director, Energy Resources Division, Department for Manufacturing, Innovation, Trade, Resources and Energy, in the State of South Australia, pursuant to the provisions of section 89(2) of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Tom Koutsantonis, Minister for Mineral Resources and Energy (Minister), pursuant to delegated powers dated 21 March 2012 –

- a) hereby accept the surrender of Petroleum Exploration Licence PEL 183 held by Eden Energy Limited with effect from 6 March 2014.

Dated: 2 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

- Email to: Melanie Carson at nvip.dewnr@sa.gov.au.

Enquiries and comments in relation to the Draft Guidelines must be made in writing, no later than 31 March 2014 to:

- Melanie Carson, Department of Environment, Water and Natural Resources, G.P.O. Box 1047, Adelaide, S.A. 5001, or
- Email Melanie Carson at nvip.dewnr@sa.gov.au.

C. SCHAEFER, Presiding Member, Native Vegetation Council

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 183

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 17 January 2014 until 17 July 2014, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 183 is now determined to be 4 August 2015.

Dated 23 January 2014.

E. ALEXANDER,
Acting Executive Director,
Minerals and Energy Resources
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

THE DISTRICT COURT OF SOUTH AUSTRALIA

PORT AUGUSTA CIRCUIT COURT

Sheriff's Office, Adelaide, 4 February 2014

IN pursuance of a precept from the District Court of South Australia to me directed, I do hereby give notice that the said court will sit as a Court of Oyer and Terminer and General Gaol Delivery at the Courthouse at Port Augusta on the day and time undermentioned and all parties bound to prosecute and give evidence and all jurors summoned and all others having business at the said Court are required to attend the sittings thereof and the order of such business will be unless a Judge otherwise orders as follows:

Tuesday, 4 February 2014 at 10 a.m. on the first day of the sittings the only business taken will be the arraignment of prisoners in gaol and the passing of sentences on prisoners in gaol committed for sentence; the surrender of prisoners on bail committed for sentence; the surrender of persons in response to *ex officio* informations or of persons on bail and committed for trial who have signified their intentions to plead guilty and the passing of sentences.

Juries will be summoned for 4 February 2014 and persons will be tried on this and subsequent days of the sittings.

Prisoners in H.M. Gaol and on Bail for Sentence and for Trial at the Sittings of the Port Augusta Courthouse, commencing Tuesday, 4 February 2014.

Boogar, Rusty	Indecent behaviour; aggravated indecent assault (3)	On bail
Boyanton, Jye Anthony	Prevent a person from attending as a witness; aggravated threatening to cause harm	On bail
Burgoyne, Richard Shane David	Engage in sexual intercourse with a person without Consent (2)	In gaol
Campion, Ty Brett; Turner, William George Clive and Flanagan Damian Patrick	Aggravated serious criminal trespass; aggravated assault causing harm; damaging property	On bail In gaol On bail

Carbine, Quade	Application for enforcement of breached bond	On bail
Coleman, Jerome	Aggravated serious criminal trespass (2); theft (2)	In gaol
Colson, Clinton	Aggravated serious trespass; aggravated assault; aggravated threaten to cause harm; aggravated serious criminal trespass; drive motor vehicle without consent (2); drive under disqualification; fail to stop vehicle; aggravated drive dangerously to escape police (2); fail to stop vehicle	In gaol
Compton, John William	Unlawful sexual intercourse with a person under 17; supply or administer a drug to a child Selling controlled drug	On bail On bail
Dennis, Geoffrey Maxwell	Unlawful sexual intercourse with a person under 17 years (3)	On bail
Doolan, Kurtley Brownie Bradley Wayne	Application for enforcement of a breached bond	On bail
French, Jason Leigh Arthur	Order for motor vehicle to be forfeited to the crown	On bail
French, Jason Leigh Arthur	Drive a motor vehicle with methyamphetamine in blood	On bail
French, Jason Leigh Arthur	Drive a motor vehicle with methyamphetamine in blood	On bail
Gibbs, Adrian Hugh	Theft	In gaol
Gill, Alicia Jane and Grillet, Kenneth	Traffic in a controlled drug (12); money laundering (3)	On bail On bail
Arthur Grantham, Bradley Edward	Threaten to cause harm to another; possess a firearm without a licence; possess unregistered firearm without a licence; fail to store ammunition	In gaol
Hall, Damien Keith	Aggravated possess a firearm without a licence; fail to comply with bail agreement; contravene term of intervention order	On bail
James, Ricky Go-Go	Serious criminal trespass; dishonestly take property	In gaol
Kite, George John	Aggravated serious criminal trespass	On bail
Marshall, Joshua Darryl	Aggravated serious criminal trespass in a place of residence; aggravated assault causing harm; damaging property	On bail
Marshall, Joshua Darryl	Application for enforcement of breached bond	On bail
McInnes, Duncan Jamie	Traffic in a controlled drug	On bail
Measey, Michael Edwin	Aggravated assault	On bail
Mercer, Cody John	Aggravated recklessly causing harm; fail to comply with bail agreement	On bail
Milligan, Roy Kenneth	Aggravated indecent assault (4); unlawful sexual intercourse (6)	On bail
Montgomerie, Todd James	Unlawful sexual intercourse (4)	On bail
Morris, Shane Joseph; Wilton, William and	Trafficking in a commercial quantity of a controlled drug	On bail On bail
Hallion, Trevor John Oldfield, Aaron	Aggravated causing harm with intent to cause harm; aggravated threatening life; rape	On bail On bail
Papoulis, Dion George	Cause Serious Harm	On bail

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 183

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



ELINOR ALEXANDER
A/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 2014

Files: 27/2/311

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 183**

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

- (a) suspend petroleum exploration licence PEL 183 for the period from and including 17 January 2014 to 17 July 2014.
1. No regulated activities are permitted to be carried out during the period of the suspension.
 2. The expiry date of PEL 183 is now determined to be 4 August 2015.

Dated: 23 January 2014



ELINOR ALEXANDER
A/Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 183 is now determined to be 3 February 2015.

Dated 16 August 2012.

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Application for Grant of Associated Activities Licence—AAL 186

PURSUANT to Section 65 (6) of the Petroleum and Geothermal Energy Act 2000 (the Act) and Delegation dated 21 March 2012, notice is hereby given that an application for the grant of an Associated Activities Licence within the area described below has been received from:

Springfield Oil and Gas Pty Ltd
Impress (Cooper Basin) Pty Ltd
Victoria Oil Exploration (1977) Pty Ltd
Permian Oil Pty Ltd

The application will be determined on or after 20 September 2012.

Description of Application Area

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

Commencing at a point being the intersection of latitude 27°34'40"S GDA94 and longitude 139°29'30"E GDA94, thence east to longitude 139°30'00"E AGD66, south to latitude 27°35'00"S AGD66, east to longitude 139°31'10"E GDA94, south to latitude 27°35'30"S GDA94, west to longitude 139°30'30"E GDA94, south to latitude 27°36'05"S GDA94, west to longitude 139°29'45"E GDA94, south to latitude 27°36'40"S GDA94, west to longitude 139°28'55"E GDA94, south to latitude 27°39'15"S GDA94, west to longitude 139°28'20"E GDA94, south to latitude 27°42'15"S GDA94, west to longitude 139°23'10"E GDA94, north to latitude 27°40'55"S GDA94, east to longitude 139°27'10"E GDA94, north to latitude 27°39'20"S GDA94, east to longitude 139°27'20"E GDA94, north to latitude 27°38'40"S GDA94, east to longitude 139°27'40"E GDA94, north to latitude 27°35'45"S GDA94, east to longitude 139°28'45"E GDA94, north to latitude 27°34'55"S GDA94, east to longitude 139°29'30"E GDA94 and north to the point of commencement.

Area: 49.81 km² approximately.

Dated 21 August 2012.

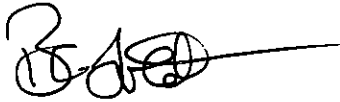
B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division
Department for Manufacturing,
Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 183

1. Variation of licence conditions 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: 16 August 2012

Ref: 27/2/311

Petroleum and Geothermal Energy Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 183

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

Eden Energy Limited
ACN 109 200 900

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

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

Year of Term of Licence	Minimum Work Requirements
One	<ul style="list-style-type: none">• Seismic reprocessing; and• Geological and geophysical studies.
Two	<ul style="list-style-type: none">• Geological and geophysical studies.
Three	<ul style="list-style-type: none">• Target definition and seeking potential partners.
Four	<ul style="list-style-type: none">• Geological and geophysical studies.
Five	<ul style="list-style-type: none">• Drill one well.

Dated: 16 August 2012




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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 183

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



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

Date: 16 August 2012

Ref: 27/2/311

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 183**

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

- (a) suspend petroleum exploration licence PEL 183 for the period from and including 18 June 2012 to 17 June 2013.
1. No regulated activities are permitted to be carried out during the period of the suspension.
 2. The expiry date of PEL 183 is now determined to be 3 February 2015.

Dated: 16 August 2012



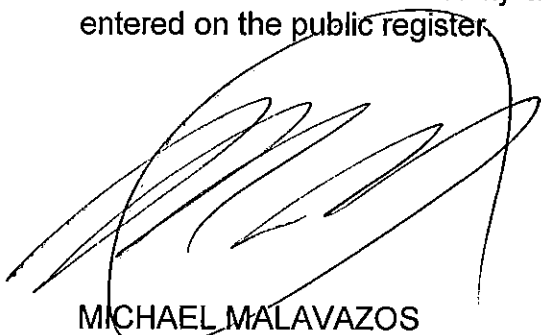
BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 183

1. Notation of revision to security arrangements in relation to PEL 183 is hereby entered on the public register.



MICHAEL MALAVAZOS
A/Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 24 May 2012

Ref: 27/2/311

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 183

PURSUANT to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, for the period from and including 31 October 2010 to 30 October 2011, pursuant to delegated powers dated 1 October 2009.

The expiry date of Petroleum Exploration Licence PEL 183 is now determined to be 3 February 2014.

Dated 26 October 2010.

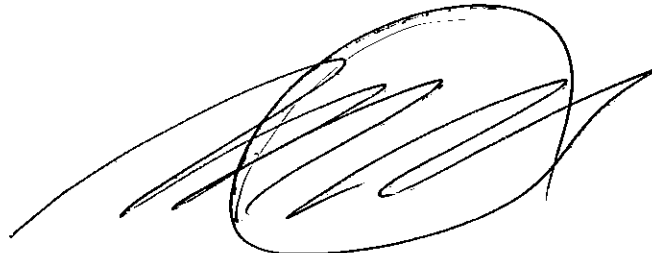
M. MALAVAZOS,
Acting Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

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

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 183**

1. Suspension of licence from and including 31 October 2010 to 30 October 2011 is hereby entered on the public register.
2. The expiry date of PEL 183 is now determined to be 3 February 2014.



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

Date: 26 October 2010

Ref: 27/2/311

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 183**

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

- (a) Suspend petroleum exploration licence PEL 183 for the period from and including 31 October 2010 to 30 October 2011.
1. No regulated activities are permitted to be carried out during the period of the suspension.
 2. The expiry date of PEL 183 is now determined to be 3 February 2014.

Dated: 26 October 2010



MICHAEL MALAVAZOS
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

Grant of Petroleum Exploration Licence—PEL 183

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	Date of Expiry	Area in km ²	Reference
183	Eden Energy Ltd	3 February 2013	3 977	27/2/311

General Description of the Licence Area

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

Commencing at a point being the intersection of latitude 29°30'00"S GDA94 and longitude 136°45'00"E GDA94, thence east to longitude 137°10'00"E GDA94, south to latitude 29°35'00"S GDA94, east to longitude 137°20'00"E GDA94, south to latitude 29°40'00"S GDA94, east to longitude 137°25'00"E GDA94, south to latitude 29°45'00"S GDA94, east to longitude 137°30'00"E GDA94, south to latitude 29°50'00"S GDA94, east to longitude 137°35'00"E GDA94, south to latitude 29°55'00"S GDA94, east to longitude 137°40'00"E GDA94, south to latitude 29°57'30"S GDA94, west to longitude 137°02'00"E GDA94, north to latitude 29°57'00"S GDA94, west to longitude 136°55'00"E GDA94, north to latitude 29°55'00"S GDA94, west to longitude 136°44'00"E GDA94, north to latitude 29°53'30"S GDA94, west to longitude 136°36'00"E GDA94, north to latitude 29°53'00"S GDA94, west to longitude 136°35'00"E GDA94, north to latitude 29°50'00"S GDA94, west to longitude 136°30'00"E GDA94, north to latitude 29°45'00"S GDA94, west to longitude 136°25'00"E GDA94, north to latitude 29°38'00"S GDA94, east to longitude 136°45'00"E GDA94 and north to the point of commencement.

Area: 3 977 km² approximately.

Dated 4 February 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

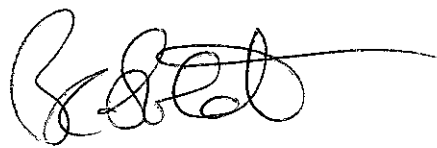
**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 183**

1. This Licence granted on 4 February 2008 is hereby entered on the public register.
2. Deed pursuant to Section 31 of the *Native Title Act 1993* dated 13 November 2007 between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Arabunna People, Eden Energy Limited and the Ularaka Arabunna Association Inc. is hereby entered on the Public Register.
3. Interests in the licence are:-

Eden Energy Limited	100%
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4. Notation of receipt of security 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: 4 February 2008

Ref: 27/2/311

PETROLEUM ACT 2000

PETROLEUM EXPLORATION LICENCE

PEL 183

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:

Eden Energy Limited

ACN 109 200 900

(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 ^{3 February} 2013 and carrying the right to two further renewals 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. Year one exploratory operations are guaranteed and any subsequent licence year work program becomes guaranteed upon entry into any such licence year. These exploratory operations shall include but not necessarily be limited to -

Year of Term of Licence	Minimum Work Requirements
One	Seismic reprocessing; and Geological and Geophysical studies
Two	Geological and Geophysical studies.
Three	Acquisition of geophysical and geological data
Four	Prospect generation and target definition
Five	Drill one well.

2. In the event that the Licensee during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit
3. The Licensee shall during periods determined by the Minister lodge and maintain with the Minister in the form acceptable to the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of \$50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time
4. The Licensee must:
 - (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
5. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.
6. The Licensee shall, upon production of a regulated resource from the licence area, comply with its obligations under Clause 6(b) of the Deed dated 13 November 2007 between the Minister, Eden Energy Limited, and the Arabunna People and The Ularaka Arabunna Association Inc. native title claimant parties, entered into for the purposes of Section 31 of the Native Title Act 1993.
7. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the *Petroleum Act 2000*, that the report also includes an assessment of the potential economic consequences for other licensees under the *Petroleum Act 2000* or *Mining Act 1971* and owners of land, arising out of proposed regulated activities to be carried out in the licence area
8. A contract or agreement entered into by the licensee to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the *Petroleum Act 1940* or *2000* cannot transfer, limit or exclude liability under the *Petroleum Act 2000* unless written consent of the Minister is obtained.

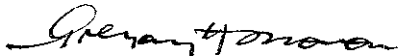
Date: 4 Feb 2008



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

Signed by the said LICENSEE

Date: 20th December 2008



Authorised Representative

GREGORY HOWARD SOLOMON

Name

CHAIRMAN

Position

EDEN ENERGY LTD

Company

PETROLEUM EXPLORATION LICENCE

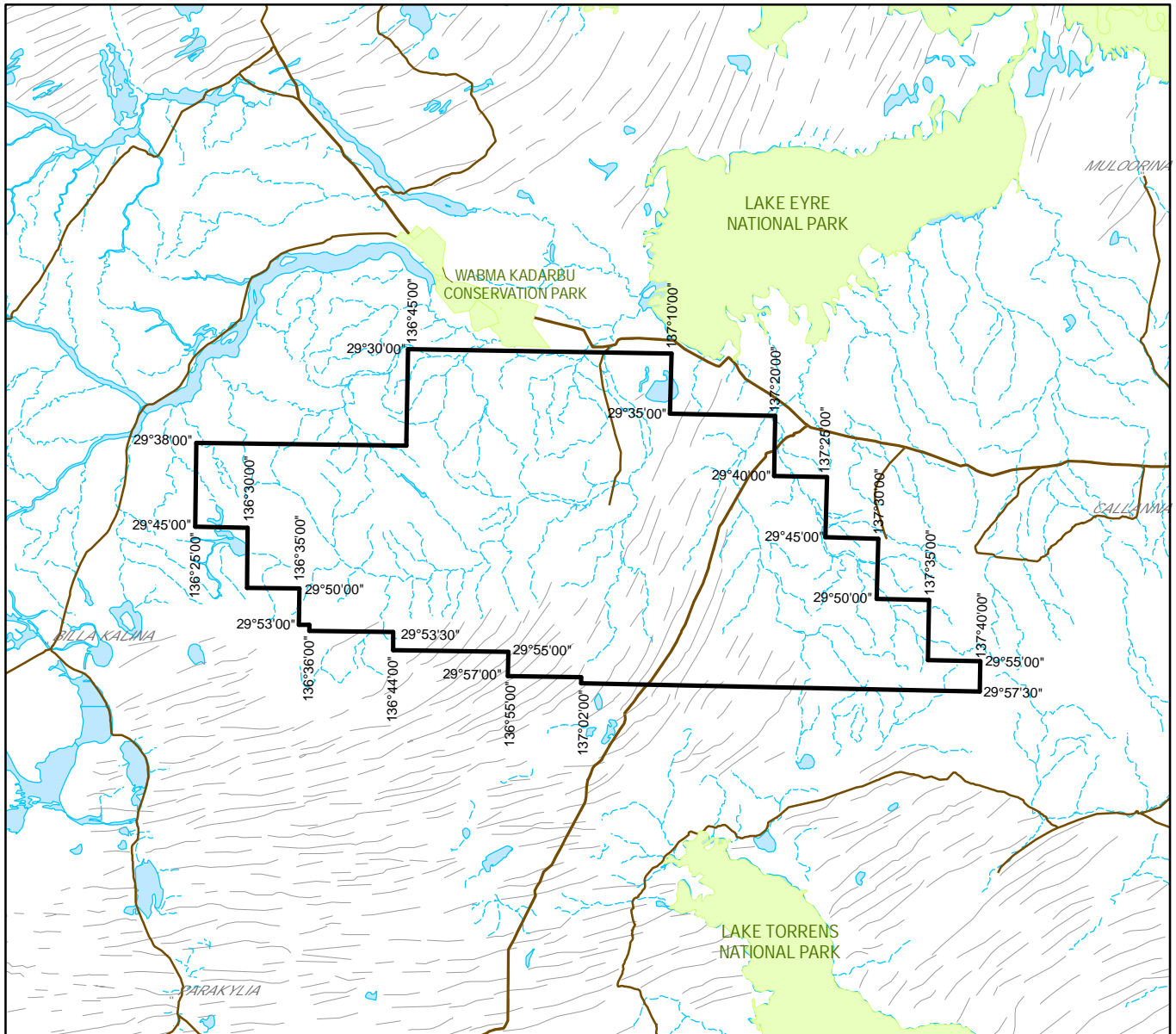
PEL 183

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 29°30'00"S GDA94 and longitude 136°45'00"E GDA94, thence east to longitude 137°10'00"E GDA94, south to latitude 29°35'00"S GDA94, east to longitude 137°20'00"E GDA94, south to latitude 29°40'00"S GDA94, east to longitude 137°25'00"E GDA94, south to latitude 29°45'00"S GDA94, east to longitude 137°30'00"E GDA94, south to latitude 29°50'00"S GDA94, east to longitude 137°35'00"E GDA94, south to latitude 29°55'00"S GDA94, east to longitude 137°40'00"E GDA94, south to latitude 29°57'30"S GDA94, west to longitude 137°02'00"E GDA94, north to latitude 29°57'00"S GDA94, west to longitude 136°55'00"E GDA94, north to latitude 29°55'00"S GDA94, west to longitude 136°44'00"E GDA94, north to latitude 29°53'30"S GDA94, west to longitude 136°36'00"E GDA94, north to latitude 29°53'00"S GDA94, west to longitude 136°35'00"E GDA94, north to latitude 29°50'00"S GDA94, west to longitude 136°30'00"E GDA94, north to latitude 29°45'00"S GDA94, west to longitude 136°25'00"E GDA94, north to latitude 29°38'00"S GDA94, east to longitude 136°45'00"E GDA94, and north to the point of commencement.

AREA: **3977** square kilometres approximately.



SCALE 1:1 000 000



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

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 183



Government of South Australia
Primary Industries and Resources SA

SR 27/2/311

AREA: 3977 sq km (approx)

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 Arabunna People by Reginald Dodd and Millie Warren (**Native Title Party**)

Eden Energy Limited ACN 109 200 900 (**Grantee Party**)

The Ularaka Arabunna Association Inc. (**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

13th November

2007

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

Name **The Arabunna People by Reginald Dodd and Millie Warren**
Short form name **Native Title Party**
Role Registered Native Title Claimants in relation to native title determination application no. SG 6025/98 in the Federal Court of Australia
Notice details c/- Camatta Lempens Pty Ltd, Barristers and Solicitors, First Floor, 345 King William Street, Adelaide South Australia 5000
Facsimile + 61 8 8410 0566
Attention: Mr Stephen Kenny

Name **Eden Energy Limited**
ACN 109 200 900
Short form name **Grantee Party**
Notice details Level 40, Exchange Plaza, 2 The Esplanade, Perth WA 6000
Facsimile +61 8 9282 5866
Attention: Mr Greg Solomon

Name **The Ularaka Arabunna Association Inc.**
Short form name **Association**
Notice details c/- Camatta Lempens Pty Ltd, Barristers and Solicitors, First Floor, 345 King William Street, Adelaide South Australia 5000
Facsimile + 61 8 8410 0566
Attention: Mr Stephen Kenny

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) incorporated the Ularaka Arabunna Association Inc pursuant to the *Associations Incorporation Act 1985* on 13 October 2003.
- 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.

Commercial Sales means the receipt of money arising from the sale of Petroleum as permitted by the terms of grant of a Petroleum Production Licence following the grant of PEL

Essential Term means those terms in clauses 4(d), 6, 11, 17(b) 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 Eden Energy Ltd ACN 109 200 900 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

- (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. and
- (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) The operation of clauses 6(a)(ii), 6(b) and 17(b) 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. Administration and Production payments

- (a) For better facilitating the administration of this Deed the Grantee Party will pay to the Association the sum of \$5,000 00 per annum in respect of the PEL provided:

- (i) the first payment shall be made within 7 days after grant of the PEL by the Minister;
 - (ii) each subsequent annual payment shall be made within seven days following the anniversary of the date of grant of the PEL;
 - (iii) 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;
 - (iv) 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;
 - (v) where a portion of the PEL is relinquished in accordance with the requirements of the Petroleum Act, the annual payments will be decreased by the same proportion of the total area of the PEL relinquished;
 - (vi) 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;
 - (vii) the maximum payable under this provision is \$15,000 00;
 - (viii) PROVIDED that if Commercial Sales are achieved then:
 - (A) the figure of \$5000.00 specified at the start of this clause will be replaced with the figure of \$15,000 00;
 - (B) the maximum payable in (vii) will be \$125,000;
 - (C) all other provisions of this clause 6 (a) will apply to the substituted figure of \$15,000.00;
 - (D) there shall be a re-calculation of the monies payable by the Grantee Party to the Native Title Party on the basis that the figure of \$5000.00 specified at the start of this clause was \$15,000.00; and
 - (E) the amount of any difference in the amount of monies paid and to be re-calculated and paid by operation of this provision shall be paid by the Grantee Party out of and within 7 days of achieving the first Commercial Sales.
- (b) 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(b) 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.
- (c) 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(b) and the State agrees to do so.

- (d) 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(b).
- (e) 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(f).
- (f) 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(b), 6(c) and 6(d), 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.
- (g) 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.
- (h) Nothing in this clause 6 is intended adversely to affect the integrity of the Native Title Application.
- (i) Nothing in this clause is intended to impose on the State a duty to invest any monies collected by the State for distribution to the Association
- (j) 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 effect (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.

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(b)) 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.

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 \$10,000.00 upon grant of the Licence PROVIDED that if Commercial Sales are achieved then:
 - (i) the amount of \$10,000.00 will be increased to \$60,000.00; and
 - (ii) the amount of any difference in the amount of monies paid and to be re-calculated and paid by operation of this provision shall be paid by the Grantee Party out of and within 7 days of achieving the first Commercial Sales.
- (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 endure 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 their authority.

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



Eden Energy Limited

ACN 109 200 900

Level 40, Exchange Plaza
2 The Esplanade, Perth, Western Australia 6000

Telephone: (08) 9282 5889

Facsimile: (08) 9282 5866

Email: mailroom@tasmanresources.com.au

Monday, 29 May 2006

Branch Manager
Licencing, Royalties, Land Access and Native Title
Petroleum and Geothermal Group
Primary Industries and Resources SA
GPO Box 1671
ADELAIDE, SA 5001

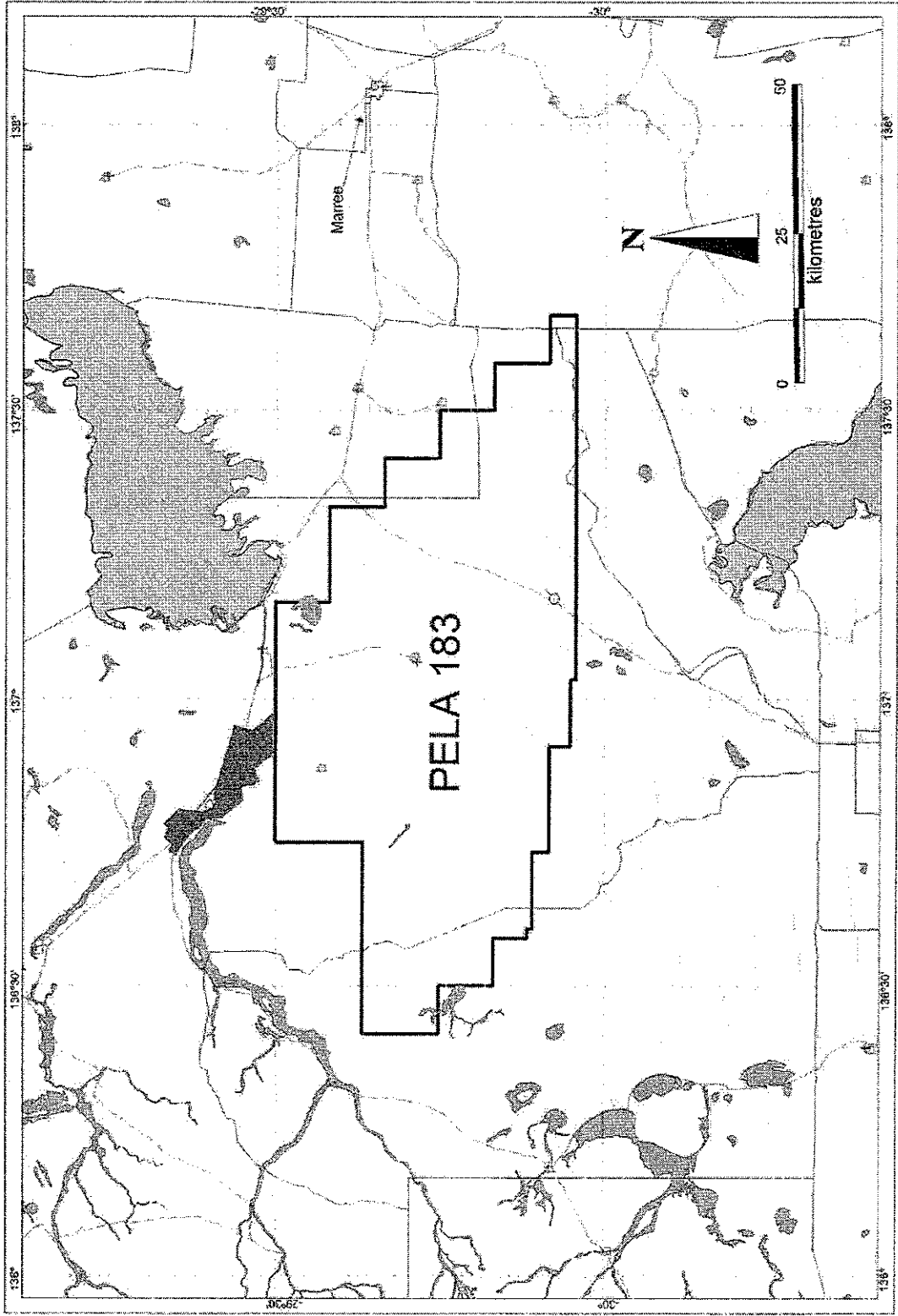
Re: Variation to PELA 183 Work Programme

Dear Mr Zabrowarny,

Following up on our teleconference of 10th April 2006 and our recent conversations regarding the work programme for PELA 183, I now enclose a variation to the programme originally submitted for the existing PELA.

Regards,

Graham M. Jeffress
Senior Geologist



PELA 183 PROSPECTIVITY ASSESSMENT, PROPOSED EXPLORATION PROGRAMME and ESTIMATED COSTS

Prospectivity Analysis: Arthur Hill

1. Introduction

Eden Energy believes there is reasonable potential for Neoproterozoic or early Palaeozoic petroleum within the Mulgaria Sub-basin. Eden acknowledges however, that it is a relatively high risk play due to the age of the potential source and reservoir rocks, their relatively poorly understood thermal and tectonic history and the general lack of relevant information relating to these parts of the basins.

The recent release of Geoscience Australia seismic information across this area has highlighted a number of completely untested structures, which could provide suitable sites for petroleum accumulation, providing there are suitable source and reservoir rocks available and the tectonic and thermal history is appropriate.

2. Arthur Hill – PELA 183

This Petroleum Exploration Licence Application covers an area of poor outcrop over the central and eastern portion of the Torrens Hinge Zone. This geological province marks a broad transitional zone from the older, crystalline, Gawler Craton on the southwest, to the Adelaide Geosyncline to the northeast, a major locus for the deposition of thick, moderately folded and faulted Neoproterozoic sediments and minor volcanics. The eastern margins of the Gawler Craton are covered by up to several hundred metres of generally flat lying latest Neoproterozoic sediments, which progressively thicken to the northeast across the Torrens Hinge Zone and are essentially equivalent to thicker units within the Geosyncline.

Recent seismic data, and existing processed gravity and magnetic data held by the company suggests that there may be a series of potential anticlinal traps in a particular portion of the Torrens Hinge Zone, and it is these that will form the main focus of Eden's initial investigations.

Eden believes that the potential source rocks of interest include parts of the Neoproterozoic Callanna Group, the Skillogalee Dolomite within the Burra Group, the Indelpina Shale and parts of the Tapley Hill Formation of the Umberatana Group. Other potential sources may exist in the overlying Cambrian sediments of the Arrowie Basin, but these rocks are poorly defined in this area and relatively thin. Appropriate reservoirs are thought to be possible within either sand-dominated or carbonate units within the Wilpena and Umberatana Groups. Similarly, the upper units of the Neoproterozoic contain numerous shale-dominated zones that could form good seals for hydrocarbon accumulations.

In addition, the area is traversed by the main Borefield Road and pipeline to Olympic Dam, approximately 65km south and the proposed route of a future gas pipeline linking Olympic Dam and Moomba. Clearly a relatively small petroleum discovery in this area could be potentially economic.

3. Work Programme

The programme of work for Arthur Hill is designed to determine the hydrocarbon potential of the area by conducting a series of staged, technical and commercial investigations with careful consideration of the level of risk associated with each stage.

Year One

The activities will focus on data assembly and acquisition followed by preliminary geological studies into source, reservoir, seal and potential petroleum traps

Year Two

Activities planned for Year Two are designed to progress the assessment of the PEL by introducing more detailed geological studies and assessing the potential for further geophysical and geochemical studies. Exploration concepts would be established.

Commercial reviews would also be carried out.

Year Three

Building on the established concepts in years one and two then a phase of geophysical and/or geochemical assessments would be carried out in Year three with the view to generating exploration leads. The integrated interpretation of the geological, geophysical and geochemical data will enable to selection of target areas warranting either detailed seismic assessment or drill testing.

Year Four

Would comprise further geophysical work and seismic acquisition to define drill targets in the areas selected from previous years work. Prospects would be generated. The amount of seismic data to be collected would depend on the number of prospects defined but would comprise approximately 50 km to 100 km.

Drilling engineering assessments would also be carried out in preparation for drilling in year five.

Year Five

Test drilling of suitable target(s).

<i>Year</i>	<i>Exploration Programme</i>	<i>Expenditure (AUD \$)</i>
1	Assessment of Geological fundamentals; seismic reprocessing	50,000
2	Geophysical and geological studies	80,000
3	Acquisition of geophysical and geochemical data	200,000
4	Prospect generation & target definition	500,000
5	Drill an exploration well	1,500,000

Exploration Programme:

Arthur Hill

Year One

Activities planned for year one of the programme are designed to validate the technical fundamentals of the exploration concept that the Neoproterozoic sediments of the PEL have petroleum exploration potential:

Program to be conducted in year one comprises:

- Acquisition of all available data including potential field, seismic and geological data
- Conduct preliminary investigations on existing well bore cuttings and cores (SCYW79-1A, SR17/2) plus outcrops in the region, to address the key technical fundamentals of the play, namely:
 - Source rock identification and characteristics
 - Potential reservoirs and seals
 - Reservoir quality
 - Petroleum trapping mechanisms
- Establish exploration criteria and concepts for the PEL.
- Re-processing of GA seismic line over the Arthur Hill Anticline (75 km)

Approximate cost of the work programme:

Year One: \$50,000

Year Two

Activities planned for Year Two are designed to progress the assessment of the PEL by introducing more detailed geological studies and assessing the potential for further optimal geophysical and geochemical studies.

Activities to be conducted in year two comprise:

- Carry out detailed burial history modelling, focussing on:
 - Depositional stratigraphy
 - Palaeogeography and facies analysis
 - Tectonic history reconstruction/deformation timing
 - Modelling the timing of major events in the basin relative to the maturation of organics
 - Potential porosity/permeability distribution
- Map the general exploration concept areas
- Investigate the potential for using such techniques as Gravity, MT and Soil Geochemistry to aid in developing exploration leads.
- Investigate commercial aspects of the project, and the potential to supply gas to Olympic Dam

Approximate cost of the work programme:

Year Two: \$80,000

THE SCHEDULE**DESCRIPTION OF AREA**

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

Commencing at a point being the intersection of latitude 29°30'00"S GDA94 and longitude 136°45'00"E GDA94, thence east to longitude 137°10'00"E GDA94, south to latitude 29°35'00"S GDA94, east to longitude 137°20'00"E GDA94, south to latitude 29°40'00"S GDA94, east to longitude 137°25'00"E GDA94, south to latitude 29°45'00"S GDA94, east to longitude 137°30'00"E GDA94, south to latitude 29°50'00"S GDA94, east to longitude 137°35'00"E GDA94, south to latitude 29°55'00"S GDA94, east to longitude 137°40'00"E GDA94, south to latitude 29°57'30"S GDA94, west to longitude 137°02'00"E GDA94, north to latitude 29°57'00"S GDA94, west to longitude 136°55'00"E GDA94, north to latitude 29°55'00"S GDA94, west to longitude 136°44'00"E GDA94, north to latitude 29°53'30"S GDA94, west to longitude 136°36'00"E GDA94, north to latitude 29°53'00"S GDA94, west to longitude 136°35'00"E GDA94, north to latitude 29°50'00"S GDA94, west to longitude 136°30'00"E GDA94, north to latitude 29°45'00"S GDA94, west to longitude 136°25'00"E GDA94, north to latitude 29°38'00"S GDA94, east to longitude 136°45'00"E GDA94, and north to the point of commencement.

AREA: 3977 square kilometres approximately.

Roger Herraman
Tenement Group
Spatial Information Services
PIRSA
02/06/2006

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

137.777296 degrees Longitude East, then 30.166667 degrees Latitude South, 137.233333 degrees Longitude East, the latter being approx 1 km south of OK Copper Mine and on the bank of Lake Torrens.

From here the boundary then proceeds in a straight line to 30.066667 degrees Latitude South, 136.2 degrees Longitude East, approx 1 km south of Devil's Point. The boundary then proceeds in a north easterly direction approx 170 km to 29.083333 degrees Latitude South, 134.85 degrees Longitude East, approx 12 km south east of Coober Pedy.

From here the boundary proceeds in a northerly direction for approx 96 km until a point, approximated as being 28.233333 degrees Latitude South, 135.05 degrees Longitude East, being approx 5 km east of Mt Barry Homestead

From here the boundary proceeds in a northerly direction to 27.848004 degrees Latitude South, 135.553381 degrees Longitude East, then easterly to 27.848263 degrees Latitude South, 135.231572 degrees Longitude East, then northerly to 27.656312 degrees Latitude South, 135.230379 degrees Longitude East, where it meets the boundary of Todmorden Station, at approx 6 km south east of Mount Albany.

From here the boundary proceeds east, north, east and then north, along the said station boundary to a point approximated as being 27.370907 degrees Latitude South, 135.476316 degrees Longitude East. From here the boundary proceeds in a north easterly direction to 27.216449 degrees Latitude South, 135.685875 degrees Longitude East, passing to the east of Macumber Homestead, and then proceeds to a point in the centre of Macumber River at 27.205415 degrees Latitude South, 135.717429 degrees Longitude East, being coincidental with SC97/003.

The boundary then proceeds along the centre line of the Macumber River in an easterly then south easterly direction, coincidental with the boundary of SC97/003 until the start of the Warburton approximated as being 27.850304 degrees Latitude South, 137.242490 degrees Longitude East, and then proceeds along the centre of the Warburton to a point approximated as 27.876385 degrees Latitude South, 137.265386 degrees Longitude East, being the junction with SC97/003 and SC97/004.

The boundary then traverses in a southeasterly direction through the following points, being coincidental with the boundary of SC97/004.

Longitude East	Latitude South
137.384790	27.906602
137.415622	27.928522
137.462797	27.967863
137.513903	28.012450
137.559767	28.059659
137.618736	28.148833
137.673773	28.214401
137.800883	28.329801
137.833991	28.385783
137.852835	28.428418
137.866356	28.471368
137.879877	28.516773
137.897086	28.585492
137.905690	28.655439
137.914295	28.814967
137.915524	28.910684

137 915832	28.957009
137.916984	29.010006
137 917138	29.032861
137.917138	29.040071
137 917129	29.043350
137.917128	29.043356
137.909209	29.094373
137.898822	29.116027
137 889719	29.160058
137.886684	29.194979
137.894271	29.223826
137 900339	29.249637
137.929167	29.269376
137 953442	29.298223
137 971649	29.319479
137.983786	29.345291
137.986821	29.377175
137.993514	29.425451
137 992204	29.463481
138.000066	29.480528
138.018488	29.489255
138 038406	29.536596
138.068750	29.609475
138 108198	29.670207
138.127107	29.695151

BUT EXCLUDING all freehold land, except for freehold land held by or in Trust for Aboriginal people or any freehold land held by the Crown or a Crown instrumentality where native title has not been extinguished.

AND EXCLUDING the land known as the Oodnadatta Common being the lots marked 1188, 1193 and 1 on the attached map marked Attachment B1

Area of application (geographic extent) - 73,533sq km.

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

The applicants exclude from the area covered by this application any area over which native title has been extinguished by Common Law or by statute save and except for those areas of land or waters over which prior extinguishment may be disregarded in accordance with the provisions of either s47, s47A or s47B of the Native Title Act (1993) (NTA).

In particular the following are excluded:

Category A past acts, as defined in s229 of the NTA, including any previous non-exclusive possession acts which are also a Category A past act; and

Grants or vestings which are previous exclusive possession acts (as defined in s23B of the NTA) or Category A intermediate period acts (as defined in s232B of the NTA) attributable to the Commonwealth and such grants or vestings which are attributable to the State where the State has made provision as mentioned by s23E and s22F of the NTA in relation to these acts

For the avoidance of doubt, the following acts which occurred on or before 23 December 1996, where valid (including because of Division 2 or 2A of Part 2 of the NTA) are included or, for present purposes, are to be treated as included in the definition of previous exclusive possession acts, unless excluded from the definition by subsection 23B(9), (9A), (9B), (9C) or (10)

1. The creation or establishment of:

- (i) a permanent public work;
- (ii) a dedicated road;
- (iii) an act of adverse dominion where such an act was:
 - authorised by valid legislation; or
 - authorised or required by the creation of a valid Crown Grant, vesting or other interest;
- (iv) an unqualified grant of an estate in fee simple.

2. The grant of:

- (i) a scheduled interest (see s249C of the NTA), including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and conditions of the lease;
- (ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249);
- (iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246);
- (iv) a lease for the provision of community services or amenities within a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see s249A)

Persons claiming to hold native title:

The native title claim group comprises the biological descendants of the following persons who hold in common the body of Traditional Law and culture governing the area the subject of this application:

Claim group ancestors:

- 1. Lily and Rang (Buguwide) Strangways;
- 2. Gina Adams;
- 3. Jacob, father of Millie Amos and her husband Stanley Amos;
- 4. Barralda Bunda;
- 5. Aggie Conway;
- 6. Johnny Wirrina;
- 7. Frank Allen;
- 8. Topsy and Allen Samuels;
- 9. Louise Stuart (nee Ferguson)

PROVIDED HOWEVER that should any person who is eligible to become part of the native title claim group be part of any other native title claim group whose claim overlaps the boundaries of this claim, and that claim has been registered prior to the registration of this claim, then those persons shall be specifically excluded from this claim group, while such overlaps continue to exist

Other Exclusions from the claim group are included at Attachment A & Schedule H (available for viewing from NNIT Adelaide Registry 1800 640 501)

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 11/07/2000:

The native title rights and interests claimed are also subject to the effect of:

all existing non-native title rights and interests; and
all laws in South Australia made in accordance with sections 19, 22F, 23E or 231 of the Native Title Act to the extent that these are valid and applicable.

The applicants are not asserting exclusive rights and interests over the claimed area,

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

1. The right to possess, occupy, use and enjoy the claim area;
2. The right to make decisions about the use and enjoyment of the claim area;
3. The right of access to the claim area;
4. The right to control the access of others to the claim area;
5. The right to use and enjoy the resources of the claim area;
6. The right to control the use and enjoyment of others of resources of the claim area (subject to Schedule Q);
7. The right to trade in resources of the claim area;
8. The right to receive a proportion of any resources taken by others from the claim area;
9. The right to maintain and protect places of importance under traditional laws, customs and practices in the claim area;
10. The right to carry out and maintain burials of deceased members of the claim group within the claim area;
11. The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the claim area;
12. The right to inherit and bestow native title rights and interests;
13. The right to conduct ceremonies on the claim area;
14. The right to control the conduct of ceremonies of others on the claim area;
15. The right to hold, assert and exercise responsibility for the welfare of the country in the claim area;
16. The right to resolve amongst the claimant group any disputes between themselves about land tenure within the claim area;

Register attachments:

1. Map of Claim Area, Attachment C of the Application, 1 page - A3, Attached 07/09/1999.
2. Map of Oodnadatta Common, Attachment B1 of the Application, 1 page - A4, Attached 07/09/1999.

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.

NATIVE TITLE
DETERMINATION APPLICATION

SC98/2 - SG6025/98

The Arabunna Peoples Native Title Claim

 **Area of Application (geographic extent)**
= 73,350 sq km

NOTE: To determine areas subject to claim within the external boundary reference to the application description is necessary

Map created by: Geospatial Analysis & Mapping Branch,
National Native Title Tribunal (20/08/2004)

Application boundary data sourced from & used with the
permission of DEH (SA)

Topographic image data is © Commonwealth of Australia
and is used under licence from Geoscience Australia
NOTE: Topographic images should be used as a guide only

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SC98_002\2004_1926\SC98_002_topo_A3L.WOR
Geotrack: 2004/1926

The Registrar, the National Native Title Tribunal and its
staff and officers and the Commonwealth, accept no
liability and or give no undertakings, guarantees or
warranties concerning the accuracy, completeness or
fitness for purpose of the map.

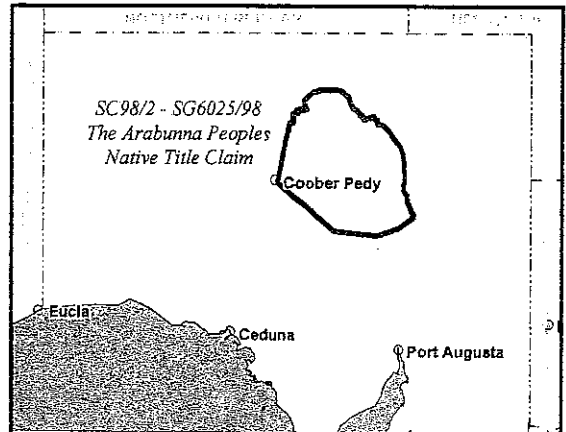


KILOMETRES
Latitude and Longitude based on Geocentric Datum of Australia 1984
Non Projection



**NATIONAL NATIVE
TITLE TRIBUNAL**

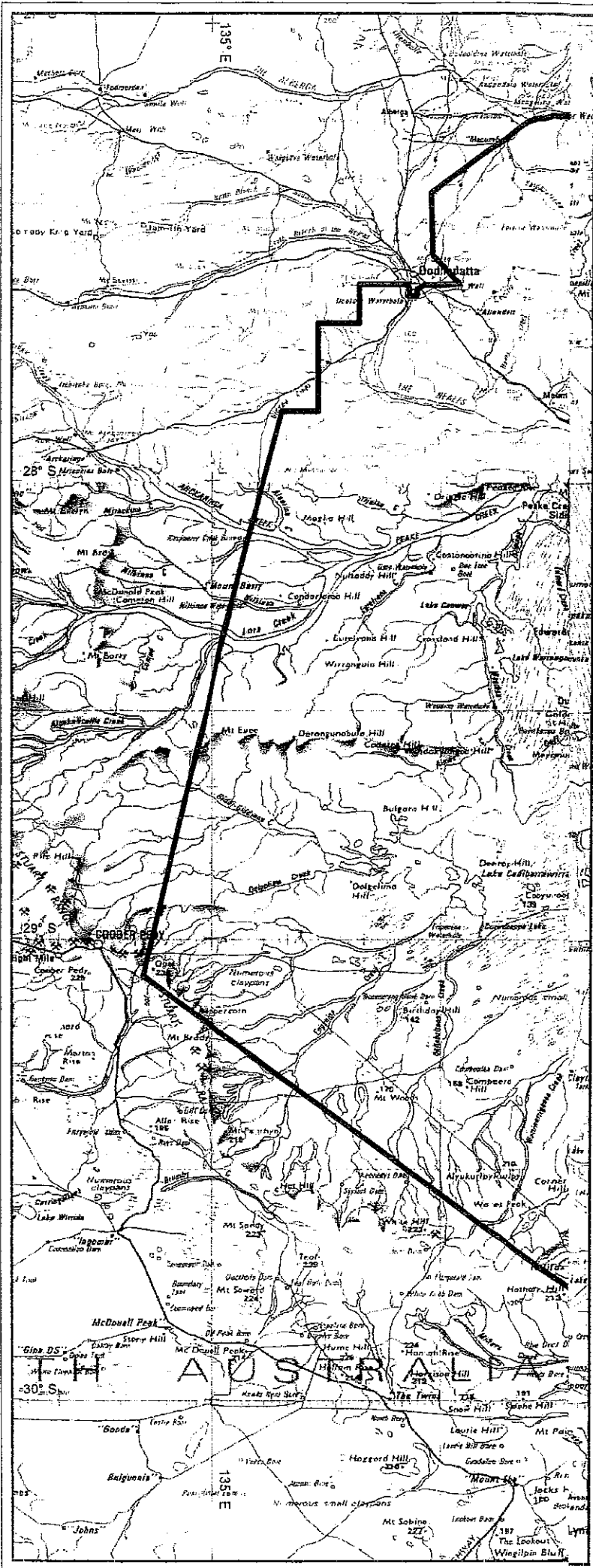
**Location of SC98/2
within South Australia**



SG6025/98 (SC98/2)

Map of Claim Area

Attachment C of the application





NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SAD6025/98 NNIT number: SC98/2
Application name	The Arabunna People's Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	16/01/1998
Current stage(s)	Notification Complete, In Mediation
Applicants	Laurie Stuart, Millie Warren, Reginald Dodd
Address for service	Stephen Kenny Camatta Lempens Pty Ltd First Floor, 345 King William Street ADELAIDE SA 5000 Phone: (08) 8410 0211 Fax: (08) 8410 0566
Persons claiming to hold native title	<p>The native title claim group comprises the biological descendants of the following persons who hold in common the body of Traditional Law and culture governing the area the subject of this application:</p> <p>Claim group ancestors:</p> <ol style="list-style-type: none">1 Lily and Rang (Buguwide) Strangways;2 Gina Adams;3 Jacob, father of Millie Amos and her husband Stanley Amos;4 Barralda Bunda;5 Aggie Conway;6 Johnny Wirrina;7 Frank Allen;8 Topsy and Allen Samuels;9 Louise Stuart (nee Ferguson) <p>PROVIDED HOWEVER that should any person who is eligible to become part of the native title claim group be part of any other native title claim group whose claim overlaps the boundaries of this claim, and that claim has been registered prior to the registration of this claim, then those persons shall be specifically excluded from this claim group, while such overlaps continue to exist</p> <p>Other Exclusions from the claim group are included at Attachment A & Schedule H (available for viewing from NNIT Adelaide Registry 1800 640 501).</p>
Native title rights and interests claimed	<p>The native title rights and interests claimed are also subject to the effect of: all existing non-native title rights and interests; and all laws in South Australia made in accordance with sections 19, 22F, 23E or 231 of the Native Title Act: to the extent that these are valid and applicable</p> <p>The applicants are not asserting exclusive rights and interests over the claimed area,</p> <p>In this Application no claim is being made to any native title rights and interests consisting</p>

of or including ownership of minerals, petroleum or gas wholly owned by the Crown under valid laws of the Commonwealth or State

1. The right to possess, occupy, use and enjoy the claim area;
2. The right to make decisions about the use and enjoyment of the claim area;
3. The right of access to the claim area;
4. The right to control the access of others to the claim area;
5. The right to use and enjoy the resources of the claim area;
6. The right to control the use and enjoyment of others of resources of the claim area (subject to Schedule Q);
7. The right to trade in resources of the claim area;
8. The right to receive a proportion of any resources taken by others from the claim area;
9. The right to maintain and protect places of importance under traditional laws, customs and practices in the claim area;
10. The right to carry out and maintain burials of deceased members of the claim group within the claim area;
11. The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the claim area;
12. The right to inherit and bestow native title rights and interests;
13. The right to conduct ceremonies on the claim area;
14. The right to control the conduct of ceremonies of others on the claim area;
15. The right to hold, assert and exercise responsibility for the welfare of the country in the claim area;
16. The right to resolve amongst the claimant group any disputes between themselves about land tenure within the claim area;

Area

Jurisdiction: South Australia

Location: Central SA extending from Coober Pedy in the West and taking in Lake Eyre to the East

Local government region(s): Outback Areas Community Development Trust, Unincorporated Areas - SA

ATSIC region(s): Nulla Wimila Kutju Regional Council, Wangka-Wilurrara Regional Council

Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc

Land/water and/or sea: Land/Water

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

That area which is wholly within the State of South Australia, marked in the attached map marked "Map Schedule C", including the land and water inside the marked area commencing at a point 7 km south east of Marree, approximated as being 29 695151 degrees Latitude South, 138 127107 degrees Longitude East, and coincidental with the boundary of SC97/003, the boundary traverses in a southerly, then south westerly direction passing through the following points, 29 736246 degrees Latitude South, 138 142901 degrees Longitude East, 29 745203 degrees Latitude South, 138 142449 degrees Longitude East, 29 799191 degrees Latitude South, 138 114072 degrees Longitude East, 30 010322 degrees Latitude South, 137 777296 degrees Longitude East, then 30 166667 degrees Latitude South, 137 233333 degrees Longitude East, the latter being approx 1 km south of OK Copper Mine and on the bank of Lake Torrens.

From here the boundary then proceeds in a straight line to 30.066667 degrees Latitude South, 136 2 degrees Longitude East, approx 1 km south of Devil's Point. The boundary then proceeds in a north easterly direction approx 170 km to 29 083333 degrees Latitude South, 134 85 degrees Longitude East, approx 12 km south east of Coober Pedy

From here the boundary proceeds in a northerly direction for approx 96 km until a point, approximated as being 28 233333 degrees Latitude South, 135 05 degrees Longitude East, being approx 5 km east of Mt Barry Homestead

From here the boundary proceeds in a northerly direction to 27 848004 degrees Latitude South, 135 553381 degrees Longitude East, then easterly to 27 848263 degrees Latitude South, 135 231572 degrees Longitude East, then northerly to 27 656312 degrees Latitude South, 135 230379 degrees Longitude East, where it meets the boundary of Todmorden Station, at approx 6 km south east of Mount Albany

From here the boundary proceeds east, north, east and then north, along the said station boundary to a point approximated as being 27 370907 degrees Latitude South, 135 476316 degrees Longitude East. From here the boundary proceeds in a north easterly direction to

27 216449 degrees Latitude South, 135 685875 degrees Longitude East, passing to the east of Macumber Homestead, and then proceeds to a point in the centre of Macumber River at 27 205415 degrees Latitude South, 135 717429 degrees Longitude East, being coincidental with SC97/003.

The boundary then proceeds along the centre line of the Macumber River in an easterly then south easterly direction, coincidental with the boundary of SC97/003 until the start of the Warburton approximated as being 27 850304 degrees Latitude South, 137.242490 degrees Longitude East, and then proceeds along the centre of the Warburton to a point approximated as 27 876385 degrees Latitude South, 137.265386 degrees Longitude East, being the junction with SC97/003 and SC97/004.

The boundary then traverses in a southeasterly direction through the following points, being coincidental with the boundary of SC97/004

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137 384790	27 906602
137 415622	27 928522
137 462797	27 967863
137 513903	28 012450
137 559767	28 059659
137 618736	28 148833
137 673773	28 214401
137 800883	28 329801
137 833991	28 385783
137 852835	28 428418
137 866356	28 471368
137 879877	28 516773
137 897086	28 585492
137 905690	28 655439
137 914295	28 814967
137 915524	28 910684
137 915832	28 957009
137 916984	29 010006
137 917138	29 032861
137 917138	29 040071
137 917129	29 043350
137 917128	29 043356
137 909209	29 094373
137 898822	29 116027
137 889719	29 160058
137 886684	29 194979
137 894271	29 223826
137 900339	29 249637
137 929167	29 269376
137 953442	29 298223
137 971649	29 319479
137 983786	29 345291
137 986821	29 377175
137 993514	29 425451
137 992204	29 463481
138 000066	29 480528
138 018488	29 489255
138 038406	29 536596
138 068750	29 609475
138 108198	29 670207
138 127107	29 695151

BUI EXCLUDING all freehold land, except for freehold land held by or in Trust for Aboriginal people or any freehold land held by the Crown or a Crown instrumentality where native title has not been extinguished

AND EXCLUDING the land known as the Oodnadatta Common being the lots marked 1188, 1193 and 1 on the attached map marked Attachment B1

Area of application (geographic extent) - 73,533sq km

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

	<p>follows:</p> <p>The applicants exclude from the area covered by this application any area over which native title has been extinguished by Common Law or by statute save and except for those areas of land or waters over which prior extinguishment may be disregarded in accordance with the provisions of either s47, s47A or s47B of the Native Title Act (1993) (NTA)</p> <p>In particular the following are excluded:</p> <p>Category A past acts, as defined in s229 of the NTA, including any previous non-exclusive possession acts which are also a Category A past act; and</p> <p>Grants or vestings which are previous exclusive possession acts (as defined in s23B of the NTA) or Category A intermediate period acts (as defined in s232B of the NTA) attributable to the Commonwealth and such grants or vestings which are attributable to the State where the State has made provision as mentioned by s23E and s22F of the NTA in relation to these acts</p> <p>For the avoidance of doubt, the following acts which occurred on or before 23 December 1996, where valid (including because of Division 2 or 2A of Part 2 of the NTA) are included or, for present purposes, are to be treated as included in the definition of previous exclusive possession acts, unless excluded from the definition by subsection 23B(9), (9A), (9B), (9C) or (10)</p> <ol style="list-style-type: none"> 1. The creation or establishment of: <ol style="list-style-type: none"> (i) a permanent public work; (ii) a dedicated road; (iii) an act of adverse dominion where such an act was: <ul style="list-style-type: none"> authorised by valid legislation; or authorised or required by the creation of a valid Crown Grant, vesting or other interest; (iv) an unqualified grant of an estate in fee simple 2. The grant of: <ol style="list-style-type: none"> (i) a scheduled interest (see s249C of the NTA), including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and conditions of the lease; (ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249); (iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246); (iv) a lease for the provision of community services or amenities within a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see s249A)
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<p>Registration information</p>	<p><i>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application</i></p> <p>Date claim entered on Register of Native Title Claims: 22/01/1998</p> <p>Registration test status: Accepted for registration</p> <p>Registration history: Registered from 22/01/1998</p>
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<p>Attachments</p>	<ol style="list-style-type: none"> 1 Map of Claim Area, Attachment C of the Application, 1 page - A3, Attached 07/09/1999 2 Map of Oodnadatta Common, Attachment B1 of the Application, 1 page - A4, Attached 07/09/1999.
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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
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NATIONAL NATIVE TITLE TRIBUNAL

Application Information and Extract from the Register of Native Title Claims

Application Information

Application numbers: Federal Court number: SAD6025/98
NNTI number: SC98/2

Application name: The Arabunna People's Native Title Claim

Registration history: Registered from 22/01/1998.

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

Application lodged with: National Native Title Tribunal

Date application lodged: 16/01/1998

Date claim entered on Register: 22/01/1998

Applicants: Laurie Stuart, Millie Warren, Reginald Dodd

Address for service: Stephen Kenny
Camatta Lempens Pty Ltd
First Floor, 345 King William Street
ADELAIDE SA 5000
Phone: (08) 8410 0211
Fax: (08) 8410 0566

Area covered by the claim:

That area which is wholly within the State of South Australia, marked in the attached map marked "Map Schedule C", including the land and water inside the marked area commencing at a point 7 km south east of Marree, approximated as being 29.695151 degrees Latitude South, 138.127107 degrees Longitude East, and coincidental with the boundary of SC97/003, the boundary traverses in a southerly, then south westerly direction passing through the following points, 29.736246 degrees Latitude South, 138.142901 degrees Longitude East, 29.745203 degrees Latitude South, 138.142449 degrees Longitude East, 29.799191 degrees Latitude South, 138.114072 degrees Longitude East, 30.010322 degrees Latitude South,

137.777296 degrees Longitude East, then 30.166667 degrees Latitude South, 137.233333 degrees Longitude East, the latter being approx 1 km south of OK Copper Mine and on the bank of Lake Torrens.

From here the boundary then proceeds in a straight line to 30.066667 degrees Latitude South, 136 2 degrees Longitude East, approx. 1 km south of Devil's Point. The boundary then proceeds in a north easterly direction approx 170 km to 29.083333 degrees Latitude South, 134.85 degrees Longitude East, approx. 12 km south east of Coober Pedy.

From here the boundary proceeds in a northerly direction for approx. 96 km until a point, approximated as being 28.233333 degrees Latitude South, 135.05 degrees Longitude East, being approx. 5 km east of Mt Barry Homestead.

From here the boundary proceeds in a northerly direction to 27.848004 degrees Latitude South, 135 553381 degrees Longitude East, then easterly to 27.848263 degrees Latitude South, 135.231572 degrees Longitude East, then northerly to 27.656312 degrees Latitude South, 135.230379 degrees Longitude East, where it meets the boundary of Todmorden Station, at approx. 6 km south east of Mount Albany.

From here the boundary proceeds east, north, east and then north, along the said station boundary to a point approximated as being 27.370907 degrees Latitude South, 135.476316 degrees Longitude East. From here the boundary proceeds in a north easterly direction to 27.216449 degrees Latitude South, 135.685875 degrees Longitude East, passing to the east of Macumber Homestead, and then proceeds to a point in the centre of Macumber River at 27.205415 degrees Latitude South, 135.717429 degrees Longitude East, being coincidental with SC97/003.

The boundary then proceeds along the centre line of the Macumber River in an easterly then south easterly direction, coincidental with the boundary of SC97/003 until the start of the Warburton approximated as being 27.850304 degrees Latitude South, 137.242490 degrees Longitude East, and then proceeds along the centre of the Warburton to a point approximated as 27.876385 degrees Latitude South, 137.265386 degrees Longitude East, being the junction with SC97/003 and SC97/004.

The boundary then traverses in a southeasterly direction through the following points, being coincidental with the boundary of SC97/004.

Longitude East	Latitude South
137.384790	27.906602
137.415622	27.928522
137.462797	27.967863
137.513903	28.012450
137.559767	28.059659
137.618736	28.148833
137.673773	28.214401
137.800883	28.329801
137.833991	28.385783
137.852835	28.428418
137.866356	28.471368
137.879877	28.516773
137.897086	28.585492
137.905690	28.655439
137.914295	28.814967
137.915524	28.910684

137.915832	28 957009
137.916984	29 010006
137.917138	29.032861
137.917138	29.040071
137.917129	29 043350
137.917128	29.043356
137.909209	29 094373
137.898822	29.116027
137.889719	29.160058
137.886684	29 194979
137 894271	29.223826
137.900339	29.249637
137.929167	29 269376
137.953442	29.298223
137.971649	29.319479
137 983786	29 345291
137 986821	29 377175
137.993514	29 425451
137.992204	29.463481
138.000066	29.480528
138.018488	29.489255
138.038406	29.536596
138.068750	29.609475
138.108198	29.670207
138.127107	29.695151

BUT EXCLUDING all freehold land, except for freehold land held by or in Trust for Aboriginal people or any freehold land held by the Crown or a Crown instrumentality where native title has not been extinguished

AND EXCLUDING the land known as the Oodnadatta Common being the lots marked 1188, 1193 and 1 on the attached map marked Attachment B1.

Area of application (geographic extent) - 73,533sq km.

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

The applicants exclude from the area covered by this application any area over which native title has been extinguished by Common Law or by statute save and except for those areas of land or waters over which prior extinguishment may be disregarded in accordance with the provisions of either s47, s47A or s47B of the Native Title Act (1993) (NTA).

In particular the following are excluded:

Category A past acts, as defined in s229 of the NTA, including any previous non-exclusive possession acts which are also a Category A past act; and

Grants or vestings which are previous exclusive possession acts (as defined in s23B of the NTA) or Category A intermediate period acts (as defined in s232B of the NTA) attributable to the Commonwealth and such grants or vestings which are attributable to the State where the State has made provision as mentioned by s23E and s22F of the NTA in relation to these acts.

For the avoidance of doubt, the following acts which occurred on or before 23 December 1996, where valid (including because of Division 2 or 2A of Part 2 of the NTA) are included or, for present purposes, are to be treated as included in the definition of previous exclusive possession acts, unless excluded from the definition by subsection 23B(9), (9A), (9B), (9C) or (10)

1. The creation or establishment of:

- (i) a permanent public work;
- (ii) a dedicated road;
- (iii) an act of adverse dominion where such an act was:
 - authorised by valid legislation; or
 - authorised or required by the creation of a valid Crown Grant, vesting or other interest;
- (iv) an unqualified grant of an estate in fee simple.

2. The grant of:

- (i) a scheduled interest (see s249C of the NTA), including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and conditions of the lease;
- (ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249);
- (iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246);
- (iv) a lease for the provision of community services or amenities within a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see s249A).

Persons claiming to hold native title:

The native title claim group comprises the biological descendants of the following persons who hold in common the body of Traditional Law and culture governing the area the subject of this application:

Claim group ancestors:

- 1. Lily and Rang (Buguwide) Strangways;
- 2. Gina Adams;
- 3. Jacob, father of Millie Amos and her husband Stanley Amos;
- 4. Barralda Bunda;
- 5. Aggie Conway;
- 6. Johnny Wirrina;
- 7. Frank Allen;
- 8. Topsy and Allen Samuels;
- 9. Louise Stuart (nee Ferguson)

PROVIDED HOWEVER that should any person who is eligible to become part of the native title claim group be part of any other native title claim group whose claim overlaps the boundaries of this claim, and that claim has been registered prior to the registration of this claim, then those persons shall be specifically excluded from this claim group, while such overlaps continue to exist.

Other Exclusions from the claim group are included at Attachment A & Schedule H (available for viewing from NNIT Adelaide Registry 1800 640 501).

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 11/07/2000:

The native title rights and interests claimed are also subject to the effect of:

- . all existing non-native title rights and interests; and
- . all laws in South Australia made in accordance with sections 19, 22F, 23E or 231 of the Native Title Act: to the extent that these are valid and applicable.

The applicants are not asserting exclusive rights and interests over the claimed area,

In this Application no claim is being made to any native title rights and interests consisting of or including ownership of minerals, petroleum or gas wholly owned by the Crown under valid laws of the Commonwealth or State

1. The right to possess, occupy, use and enjoy the claim area;
2. The right to make decisions about the use and enjoyment of the claim area;
3. The right of access to the claim area;
4. The right to control the access of others to the claim area;
5. The right to use and enjoy the resources of the claim area;
6. The right to control the use and enjoyment of others of resources of the claim area (subject to Schedule Q);
7. The right to trade in resources of the claim area;
8. The right to receive a proportion of any resources taken by others from the claim area;
9. The right to maintain and protect places of importance under traditional laws, customs and practices in the claim area;
10. The right to carry out and maintain burials of deceased members of the claim group within the claim area;
11. The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the claim area;
12. The right to inherit and bestow native title rights and interests;
13. The right to conduct ceremonies on the claim area;
14. The right to control the conduct of ceremonies of others on the claim area;
15. The right to hold, assert and exercise responsibility for the welfare of the country in the claim area;
16. The right to resolve amongst the claimant group any disputes between themselves about land tenure within the claim area;

Register attachments:

1. Map of Claim Area, Attachment C of the Application, 1 page - A3, Attached 07/09/1999
2. Map of Oodnadatta Common, Attachment B1 of the Application, 1 page - A4, Attached 07/09/1999

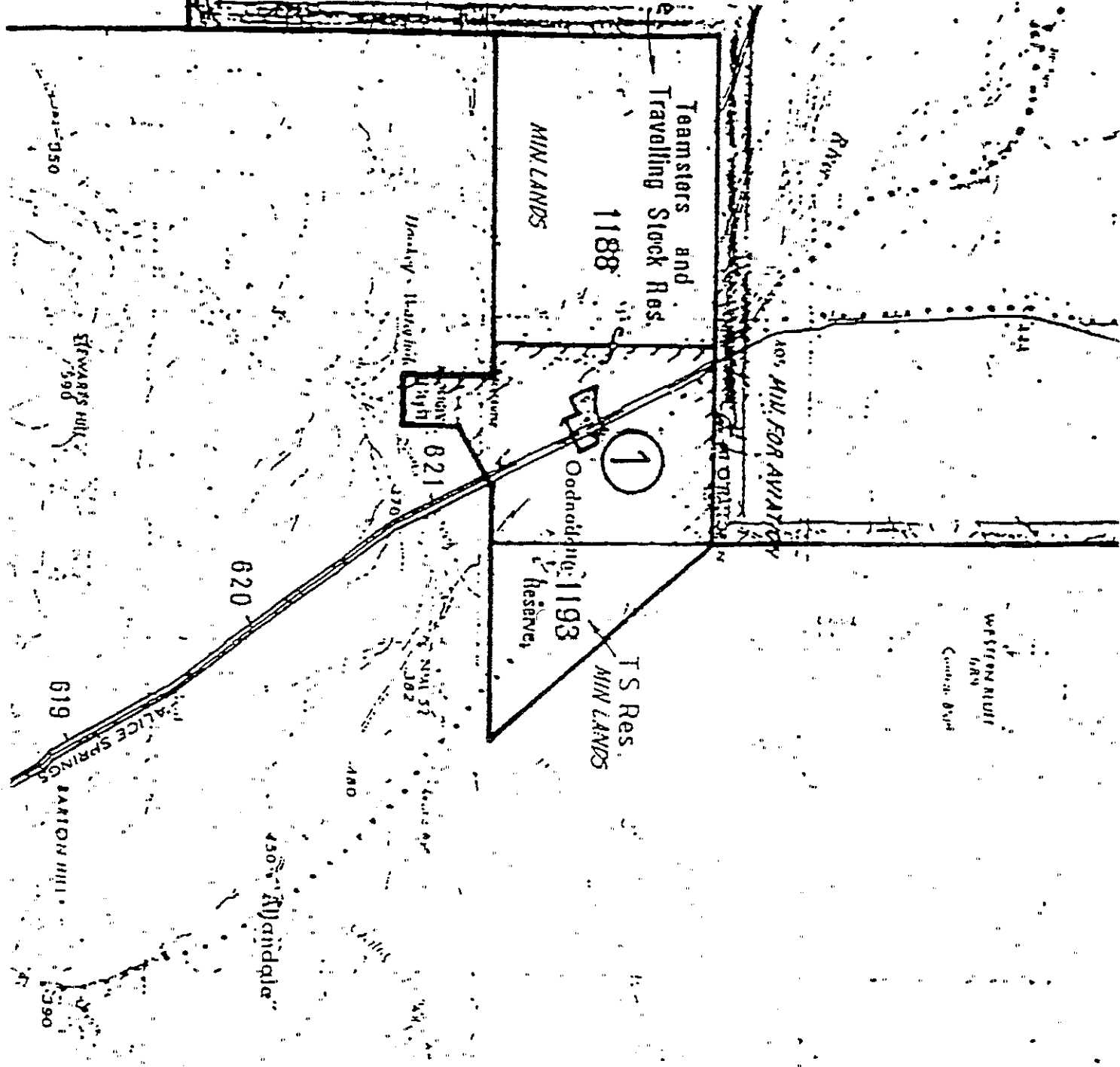
Note: The Register may, in accordance with s.188 of the Native Title Act 1993, contain confidential information that will not appear on the Extract.

DEN

ATTACHMENT B1

For Gazette
dates see
Sheet 1

W/ CAJUMA
691



SG6025/98 (SC98/2)
Map of Oodnadatta Common
Attachment B1 of the Application
Page 1 of 1, A4, 07/09/1999

NO. 675
W. J. ANDERSON
804
A

**NATIVE TITLE
DETERMINATION APPLICATION**
SC98/2 - SG6025/98
The Arabanna Peoples Native Title Claim

Area of Application (geographic extent)
= 73,350 sq km

NOTE: To determine areas subject to claim within the external boundary, reference to the application description is necessary.
Map created by: Geospatial Analysis & Mapping Branch,
National Native Title Tribunal (20/09/2004)

Application boundary data sourced from & used with the permission of DEH (SA)

Topographic image data is © Commonwealth of Australia and is used under licence from Geoscience Australia
NOTE: Topographic images should be used as a guide only.

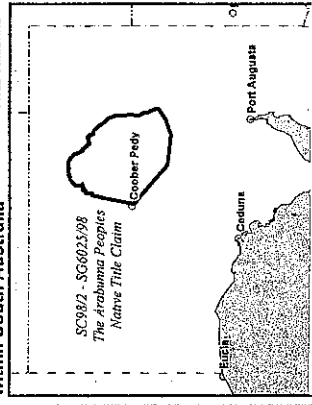
P:\GEO INFO\Projects\Assistance to Case Managers\SA
SC98_002\2004_192\SC98_002_topo_A3L.WOR
Geotrace: 2004/1926

The Registrar, the National Native Title Tribunal and its staff and officers and the Commonwealth, accept no liability and or give no undertakings, guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the map.

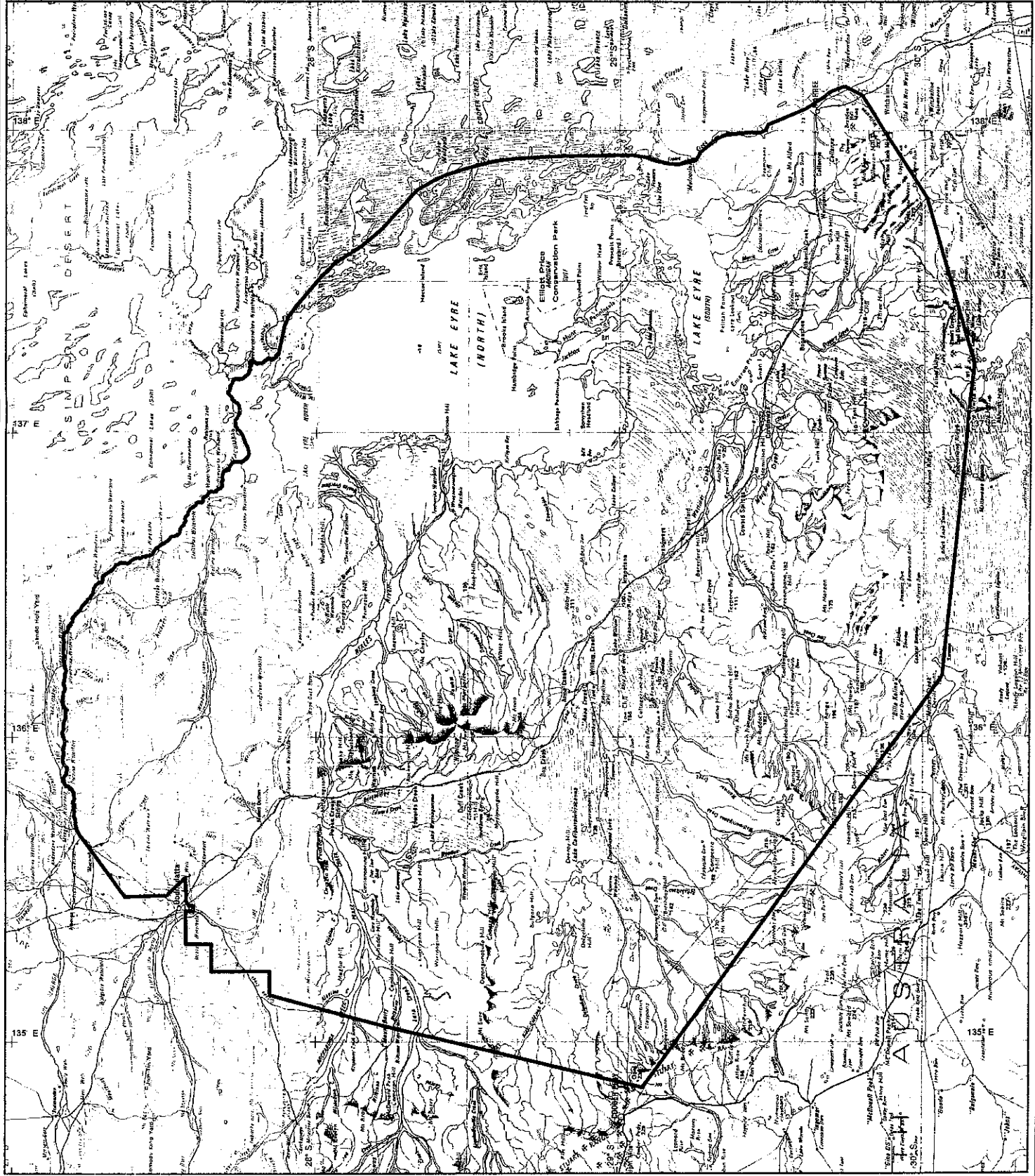
NORTH
0 45
KILOMETRES
Latitude and Longitude based on Geocentric Datum of Australia 1984
Not Projected



Location of SC98/2 within South Australia



SG6025/98 (SC98/2)
Map of Claim Area
Attachment C of the application
Page 1 of 1, A3, 07/09/199



Schedule 3 - Association

The Ularaka Arabunna Association Inc

C/- Camatta Lempens Pty Ltd

Barristers and Solicitors

First Floor

345 King William Street

Adelaide South Australia 5000

Facsimile number: (08) 8410 0566



SOUTH AUSTRALIA

Associations Incorporation Act 1985
Section 24(5)(b)

Incorporation Number: A38032

**Certified Copy of the Certificate of
Incorporation of an Association**

This is to certify that

**ULARAKA ARABUNNA ASSOCIATION
INCORPORATED**

was, on and from the thirteenth day of October 2003
incorporated under the Associations Incorporation Act 1985.

Given under the seal of the Corporate Affairs Commission at Adelaide on this
twentieth day of April 2007

Commissioner for Corporate Affairs



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 [as updated from latest PIRSA information]

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 Arabunna People by Reginald Dodd and Laurie Stuart
(**Native Title Party**)

Eden Energy Limited (**Explorer**)

The Ularaka Arabunna Association Inc. (**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

2007

Parties

Name	The Arabunna People by Reginald Dodd and Millie Warren
Short form name	Native Title Party
Role	Registered native title claimants in relation to native title determination application no. SG 6025/98 in the Federal Court of Australia
Notice details	c/- Camatta Lempens Pty Ltd, Barristers and Solicitors, First Floor, 345 King William Street, Adelaide South Australia 5000 Facsimile + 61 8 8410 0566 Attention: Mr Stephen Kenny
Name	Eden Energy Limited
ACN	109 200 900
Short form name	Explorer
Notice details	Level 40, Exchange Plaza, 2 The Esplanade, Perth WA 6000 Facsimile +61 8 9282 5866 Attention: Mr Greg Solomon
Name	The Ularaka Arabunna Association Inc.
Short form name	Association
Notice details	c/- Camatta Lempens Pty Ltd, Barristers and Solicitors, First Floor, 345 King William Street, Adelaide South Australia 5000 Facsimile + 61 8 8410 0566 Attention: Mr Stephen Kenny

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 6025/98 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 (which includes the registered native title claimants) incorporated the Ularaka Arabunna Association Inc. pursuant to the *Associations Incorporation Act 1985* on 13 October 2003.
- 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, where there is reasonable cause to suspect damage, disturbance or interference with Areas of Significance by 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; and
 - (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) 40% seven days prior to the mobilisation of the Scouting Team;
 - (ii) 30% at the end of field inspection for the Clearance; and
 - (iii) 30% 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 the Association or to any legal representative notified by the Association to the Explorer. A receipt from the Association or such legal representative 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 relevant 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 lightning, 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;
 - (iii) and 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) 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 Arabunna People C/- Camatta Lempens Pty Ltd Barristers and Solicitors First Floor 345 King William Street Adelaide South Australia 5000 Facsimile number: (08) 8410 0566
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The Explorer:	Eden Energy Pty Ltd Level 40
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Exchange Plaza
2 The Esplanade
Perth Western Australia 6000
Facsimile number: (08) 9282 5866

AND TO:

Minter Ellison Lawyers
Level 10, 25 Grenfell Street
Adelaide SA 5001
Facsimile number: (08) 8233 5556
(Attention: Mr Ewan Vickery)

Association: The Ularaka Arabunna Association Inc.
C/- Camatta Lempens Pty Ltd
Barristers and Solicitors
First Floor
345 King William Street
Adelaide South Australia 5000
Facsimile number: (08) 8410 0566

- (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 endure 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.
- (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

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 <i>(Clause 9)</i>	The Explorer	Not applicable	0
2	Preliminary meeting <i>(Clause 9)</i>	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 <i>(Clauses 11 and 13)</i>	Association	7	21
4	Clearance Plan and Budget meeting Plan and budget agreed <i>(Clause 13)</i>	The Explorer and Association	7	28
5	Scouting Team and field logistics organised, and Scouting Team mobilised to the field. <i>(Clause 11)</i>	Native Title Party and Association	12	40
6	Scouting Team completes field work and de-mobilises, notifies the Explorer. <i>(Clause 12)</i>	Native Title Party and Association	14	54
7	Report delivered to the Explorer <i>(Clause 12)</i>	Association	14	68

Schedule 6 - Budget

Explorer:					Date:		
Clearance for PEL number(s):							
Item	Description	Remarks	Units	Quantity	Unit Rate\$	Survey Costs	NOTES
	<i>Personnel</i>						
	Specialist # 1		days				
	Specialist # 2		days				
	Scouting Team x		days				
	Camp Cook		days	1			
1	TOTAL PERSONNEL						
	<i>Travel Costs</i>						
	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						
	<i>Accommodation & Logistics</i>						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
3	TOTAL ACCOMMODATION & LOGISTICS						
	<i>Administration</i>						
	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 REGINALD DODD in the presence of

Signature of witness

Reginald Dodd

Name of witness (print)

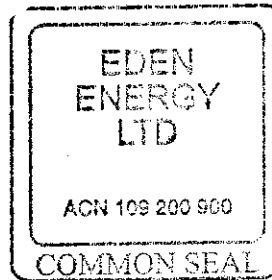
Signed for and on behalf of each member of the Native Title Party by MILLIE WARREN in the presence of

Signature of witness

Laurie Stuart Millie Warren

Name of witness (print)

The common seal of EDEN ENERGY LTD ACN 109 200 900 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 ULARAKA ARABUNNA ASSOCIATION INC is fixed to this document in accordance with its constitution in the presence of:



Signature of Officer

Signature of Officer

Name of Officer (print)

Name of 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

J. Bitzios
Signature of witness

L. BITZIOS
Name of witness (print)

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



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

[Signature]
Signature of witness

S. J. Kenney
Name of witness (print)

Reginald Dodd
Reginald Dodd

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

[Signature]
Signature of witness

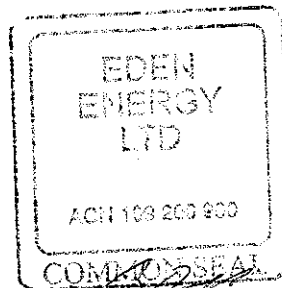
S. J. Kenney
Name of witness (print)

Millie Warren
~~_____~~ **MILLIE WARREN**

The common seal of **EDEN ENERGY LTD ACN 109 200 900** is fixed to this document in accordance with its constitution in the presence of:

Gregory H Solomon
Signature of director

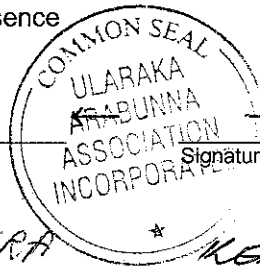
GREGORY H SOLOMON
Name of director (print)



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

RAYMOND BUSCRA
Name of director/company secretary (print)

The common seal of Ularaka Arabunna Association Inc. is fixed to this document in accordance with its constitution in the presence of:



[Handwritten Signature]

Signature of Officer

[Handwritten Signature] ←

Signature of Officer

HERONIA JYCKI MARRA

Name of Officer (print)

KEN BUZZACOTT

Name of Officer (print)