

15. 21 February 2012 Suspension of licence condition for the period from and including 23 February 2012 to 19 August 2012.
Expiry date of PEL132 is 23 August 2013
16. 21 February 2012 Memorandum entering suspension on the public register.
18. 23 February 2012 Gazettal of suspension of licence.
19. 21 August 2012 Suspension of licence condition for the period from and including 20 August 2012 to 19 February 2013.
Expiry date of PEL132 is 23 February 2014
20. 21 August 2012 Memorandum entering suspension on the public register.
21. 23 August 2012 Gazettal of suspension of licence.
22. 20 February 2013 Surrender of licence with effect from 20 February 2013.
23. 20 February 2013 Memorandum entering surrender of licence on the public register.
24. 7 March 2013 Gazettal of surrender of licence.

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Surrender of Petroleum Exploration Licence—PEL 132

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 132	President Petroleum Pty Ltd	Arrowie Basin, South Australia	20 February 2013	F2012/804

Description of Area—PEL 132

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

Commencing at a point being the intersection of latitude 30°00'00"S GDA94 and longitude 139°30'00"E GDA94, thence east to longitude 140°00'00"E GDA94, south to latitude 31°25'00"S GDA94, west to longitude 139°25'00"E GDA94, south to latitude 31°30'00"S GDA94, west to longitude 139°15'00"E GDA94, north to latitude 30°45'00"S GDA94, east to longitude 139°20'00"E GDA94, north to a southern boundary of the Gammon Ranges National Park, thence generally south-easterly, north-easterly and north-westerly along the boundary of the said National Park to longitude 139°20'00"E GDA94, north to latitude 30°30'00"S GDA94, east to longitude 139°25'00"E GDA94, north to latitude 30°25'00"S GDA94, east to longitude 139°30'00"E GDA94 and north to the point of commencement.

Area: 9 718 km² approximately.

Dated 26 February 2013.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 132

Surrender of the abovementioned Petroleum Exploration Licence with effect from 20 February 2013 is hereby entered on the public register.

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

Date: 26 February 2013

Ref: F2012/000804

Petroleum and Geothermal Energy Act 2000

**SURRENDER OF
PETROLEUM EXPLORATION LICENCE
PEL 132**

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 132 in the name of President Petroleum Pty Ltd with effect from 20 February 2013.

Dated: 26 February 2013



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

Pursuant to Regulations 8 (4), and 41 of the National Parks and Wildlife (National Parks) Regulations 2001, I further grant permission to holders of Exploration Licences under the Mining Act 1971 or Petroleum and Geothermal Energy Act 2000 to enter and remain in Tallaringa Conservation Park, excluding the area covered by the Woomera Prohibited Area: Amber Zone—Centre Line Corridor (Defence Periodic Use Zone 2), from 6 p.m. on Sunday, 19 August 2012, until 6 a.m. on Monday, 3 September 2012, for the purposes of undertaking activities in accordance with their licence and subject to accompanying Department for Manufacturing, Innovation, Trade, Resources and Energy approvals and Department of Defence approvals.

These permissions are conditional upon the observance by each of those persons of the requirements of the National Parks and Wildlife Act 1972, National Parks and Wildlife (National Parks) Regulations 2001, including those requiring compliance with the Director's requests, requirements and orders of a Warden.

Dated 17 August 2012.

G. A. PELTON, Director, Public Land Management and Operational Support, Regional Services, Department of Environment and Natural Resources

OUTBACK COMMUNITIES AUTHORITY

Declaration of Community Contribution (Andamooka) for 2012-2013

NOTICE is hereby given that at its meeting on 17 August 2012, the Outback Communities Authority for the financial year ending 30 June 2013 and in exercise of the powers contained in Division 2, Part 3 of the Outback Communities (Administration and Management) Act 2009, resolved as follows:

Declaration of the Community Contribution

To declare a community contribution for the rateable land over:

- the township of Andamooka; and
- portion of Section 1500, Out of Hundreds (Andamooka) in the area known as White Dam and covering the land comprised in licences to occupy granted under the Crown Land Management Act 2009, being OL022710, OL018878, OL018887, OL0018888, OL0018889, OL0018890, OL018891, OL018909, OL018910, OL018923 and OL0018992.

Purpose of Community Contribution

Declare a fixed charge of \$400 per property unit on rateable land for the purposes of raising revenue for the provision of services and support to the community of Andamooka.

Payment of Community Contribution

Pursuant to Section 181 (2) of the Local Government Act 1999, that the community contribution is payable in four equal or approximately equal instalments as follows:

- first instalment, payable on 30 September 2012;
- second instalment, payable on 30 December 2012;
- third instalment, payable on 30 March 2013; and
- fourth instalment, payable on 30 June 2013.

M. R. SUTTON, General Manager

RADIATION PROTECTION AND CONTROL ACT 1982

APPROVAL PURSUANT TO PART 2, DIVISION 4 OF THE RADIATION PROTECTION AND CONTROL (IONISING RADIATION) REGULATIONS 2000— PERSONAL RADIATION MONITORING DEVICES

Notice by Delegate of the Minister for Sustainability Environment and Conservation

PURSUANT to Part 2, Division 4, of the Radiation Protection and Control (Ionising Radiation) Regulations 2000, I, Graeme Robert Palmer, Manager of the Radiation Protection Branch of the

Environment Protection Authority (EPA), being a person to whom the powers of the Minister under that section have been delegated under the Act, approve the Personal Alpha Dosimeter (PAD) monitoring device issued by the Radiation Safety Institute of Canada (RSIC) for detecting and measuring exposure to radon and thoron decay products, subject to the following conditions:

1. Continuation of the licence held by RSIC in relation to the PAD system, issued by the Canadian Nuclear Safety Commission.

2. Submission to the EPA of the RSIC annual report detailing the results of independent testing of the PADs.

3. The approved personal monitoring device must be used in accordance with any instructions given by the RSIC or the EPA.

This approval supersedes the approval of the Personal Alpha Dosimeter granted on 14 February 2005.

Dated 21 August 2012.

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 132

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 20 August 2012 until 19 February 2013, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 132 is now determined to be 23 February 2014.

Dated 20 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

Temporary Cessation of Suspension of Petroleum Exploration Licence—PEL 103

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the suspension of PEL 103 dated 11 May 2012 has been temporarily ceased under the provisions of the Petroleum and Geothermal Energy Act 2000, with effect from 10 September 2012, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 103 is now determined to be 14 June 2014.

Dated 15 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

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 18 June 2012 until 17 June 2013, under the

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 132

1. Suspension of licence dated 20 August 2012 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: 20 August 2012

Ref: 27/2/148

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 132**

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 132 for the period from and including 20 August 2012 to 19 February 2013.
1. No regulated activities are permitted to be carried out during the period of the suspension.
 2. The expiry date of PEL 132 is now determined to be 23 February 2014.

Dated: 20 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

*Suspension of Petroleum Exploration Licence
PEL 132*

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 20 February 2012 until 19 August 2012, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009.

The expiry date of PEL 132 is now determined to be 23 August 2013.

Dated 21 February 2012.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 132

1. Suspension of licence dated 21 February 2012 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: 21 February 2012

Ref: 27/2/148

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 132**

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 1 October 2009 hereby -

- (a) suspend petroleum exploration licence PEL 132 for the period from and including 20 February 2012 to 19 August 2012.
1. No regulated activities are permitted to be carried out during the period of the suspension.
 2. The expiry date of PEL 132 is now determined to be 23 August 2013.

Dated: 21 February 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 132

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



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

Date: 17 August 2011

Ref: 27/2/148

Petroleum and Geothermal Energy Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 132

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

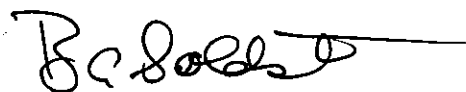
President Petroleum Pty Ltd
ACN 107 376 385

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

- “ 1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. 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">• Geological and geophysical studies.
Two	<ul style="list-style-type: none">• Geological and geophysical studies.
Three	<ul style="list-style-type: none">• Falcon airborne gravity gradient survey.
Four	<ul style="list-style-type: none">• Geological and geophysical studies.
Five	<ul style="list-style-type: none">• Drill one well.

Dated: 17 August 2011



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 132

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 20 July 2010 until 19 January 2011, pursuant to delegated powers dated 1 October 2009.

The expiry date of PEL 132 is now determined to be 22 February 2013.

Dated 28 July 2010.

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

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 132**

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

1. suspend petroleum exploration licence PEL 132 for the period from and including 20 July 2010 to 19 January 2011.

No regulated activities are permitted to be carried out during the period of the suspension.

The expiry date of PEL 132 is now determined to be 22 February 2013.

Dated: 28 July 2010



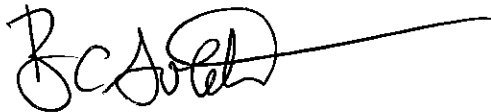
BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 132

1. Suspension of licence from and including 20 July 2010 to 19 January 2011 is hereby entered on the public register.
2. The expiry date of PEL 132 is now determined to be 22 February 2013.



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

Date: 28 July 2010

Ref: 27/2/148

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

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 132**

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



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

Date: 22 January 2010

Ref: 27/2/148

Petroleum and Geothermal Energy Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 132

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

President Petroleum Pty Ltd

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

- “ 1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. 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">• Geological and geophysical studies.
Two	<ul style="list-style-type: none">• Geological and geophysical studies.
Three	<ul style="list-style-type: none">• Falcon airborne gravity gradient survey.
Four	<ul style="list-style-type: none">• 50 km 2D seismic acquisition.
Five	<ul style="list-style-type: none">• Drill one well.

Dated: 22 January 2010

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

MERIDIAN RESOURCES PTY LTD
CC/- MCDONALD STEED - LAWYERS
262 Pirie Street
ADELAIDE SA 5000

Remove this top section if desired before framing



Certificate of Registration on Change of Name

This is to certify that

MERIDIAN RESOURCES PTY LTD

Australian Company Number 107 376 385

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

PRESIDENT PETROLEUM PTY LTD

Australian Company Number 107 376 385

The company is a proprietary company.

The company is limited by shares.

The company is registered under the Corporations Act 2001 and is taken to be registered in South Australia and the date of commencement of registration is the twelfth day of December, 2003.

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

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

Anthony Michael D'Aloisio
Chairman



CERTIFICATE

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

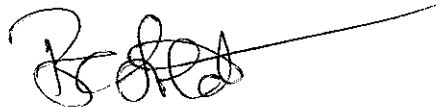
MEMORANDUM

**PETROLEUM EXPLORATION LICENCES
PEL 82 and PEL 132**

1. Notation of change of company name:

From: Meridian Resources Pty Limited
To: President Petroleum Pty Ltd

is hereby entered on the public register



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

Date: 15 January 2010

Ref: 27/2/148
27/2/211

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 132**

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



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

Date: 15 August 2008

Ref: 27/2/148

Petroleum Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 132

I, BARRY A. GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources in the State of South Australia, pursuant to section 25 of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 hereby vary the conditions of Petroleum Exploration Licence PEL 132 held by -

Meridian Resources Pty Ltd

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

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

Year of Term of Licence	Minimum Work Requirements
One	Geological and Geophysical studies
Two	Geological and Geophysical studies
Three	50km 2D seismic acquisition
Four	Drill one well
Five	Drill one well

Dated: 15 August 2008



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

PETROLEUM ACT 2000

Grant of Petroleum Exploration Licence—PEL 132

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

No. of Licence	Licensee	Locality	Expiry
PEL 132	Meridian Resources Pty Ltd	Arrowie Basin	22 August 2012

Description of Area—PEL 132

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

Commencing at a point being the intersection of latitude 30°00'00"S GDA94 and longitude 139°0'00"E GDA94, thence east to longitude 140°00'00"E GDA94, south to latitude 31°25'00"S GDA94, west to longitude 139°25'00"E GDA94, south to latitude 31°30'00"S GDA94, west to longitude 139°15'00"E GDA94, north to latitude 30°45'00"S GDA94, east to longitude 139°20'00"E GDA94, north to a southern boundary of the Gammon Ranges National Park, thence generally south-easterly, north-easterly and north-westerly along the boundary of the said National Park to longitude 139°20'00"E GDA94, north to latitude 30°30'00"S GDA94, east to longitude 139°25'00"E GDA94, north to latitude 30°25'00"S GDA94, east to longitude 139°30'00"E GDA94 and north to the point of commencement.

Area: 9 718 km² approximately.

Dated 23 August 2007.

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

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

**THE HONOURABLE PAUL HOLLOWAY,
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
("State")**

and

**THE ADNYAMATHANHA NATIVE TITLE CLAIM GROUP
("Native Title Party")**

and

**MERIDIAN RESOURCES PTY LTD
("Company")**

and

**ADNYAMATHANHA TRADITIONAL LANDS ASSOCIATION
ABORIGINAL CORPORATION
("ATLA")**

**DEED PURSUANT TO SECTION 31
of the
*NATIVE TITLE ACT 1993***

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993)

Stamp of the State of South Australia
16 APRIL 2007
Lodged for registration
16 APRIL 2007
Lodged for registration
16 APRIL 2007
Lodged for registration
16 APRIL 2007
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16 APRIL 2007
Lodged for registration
16 APRIL 2007

Date	16 APRIL 2007
Parties	
1	HONOURABLE PAUL HOLLOWAY MINISTER FOR MINERAL RESOURCES DEVELOPMENT of Level 9, Terrace Towers 178 North Terrace Adelaide South Australia 5000 for and on behalf of the State of South Australia, (" State ")
2	THE ADNYAMATHANHA PEOPLE by GORDON COULTHARD, ANGELINA STUART, GERALDINE ANDERSON, GERTIE JOHNSON, MAY BUZZACOTT, BEVERLEY PATTERSON, STEWART PATTERSON, VINCENT COULTHARD and MARK McKENZIE Snr the registered native title claimants in relation to native title determination application No SG6001/98 in the Federal Court of Australia C/- Johnston Withers 17 Sturt Street Adelaide South Australia 5000 (" Native Title Party ")
3	MERIDIAN RESOURCES PTY LTD (ACN 107 376 385) c/- McDonald Steed McGrath 262-266 Pirie Street Adelaide South Australia 5000 (" Company ")
4	ADNYAMATHANHA TRADITIONAL LANDS ASSOCIATION ABORIGINAL CORPORATION an Aboriginal corporation incorporated under the Aboriginal Councils and Associations Act 1976 (Cth) on 12 February 2001 c/- Johnston Withers 17 Sturt Street Adelaide South Australia (" ATLA ")

Recitals

WHEREAS:

- A. The Company has lodged an application for grant of a Petroleum Exploration Licence under the Petroleum Act in respect of the area described in Schedule 1 (which includes land the subject of the Native Title Application) and seeks the issue of the 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 State has given notice of its intention to grant the Licence in accordance with section 29 of the Native Title Act. The State and the Company 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;
- E. The parties have negotiated in good faith under Subdivision P of Division 3 of Part 2 of the Native Title Act in relation to the State'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;

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

- G. If the Licence is issued to the Company 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; and
- H. Following negotiations in good faith between the parties, the Native Title Party has agreed to the grant of the Licence to the Company on the terms set out in this Deed.
- I. The Native Title Party (which includes the registered native title claimants) resolved on 2 December 2000 to incorporate under the Aboriginal Councils and Associations Act 1976(Cth). On the 12th day of February 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Party as the Adnyamathanha Traditional Lands Association (Aboriginal Corporation) pursuant to the Aboriginal Councils and Associations Act 1976 (Cth).
- J. The State, the Native Title Party and the Company, all having negotiated in good faith have agreed for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Party as are more specifically set out in this Deed, to include ATLA as a party to this Deed.

NOW IT IS AGREED as follows.

1. Interpretation

- 1.1 In this Deed, and in the Recitals, unless the contrary intention appears:
 - (a) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (b) The singular includes the plural and vice versa and reference to a gender includes each other gender;
 - (c) A reference to an individual 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 from part of this Deed;
 - (f) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
 - (g) A reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and assigns;
 - (h) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (i) "business day" means a day on which banks are ordinarily open for business in South Australia;
 - (j) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
 - (k) A reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
 - (l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority,

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

- 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; and
- (m) The meaning of general words following specific words will not be limited by reference to the specific words.
 - (n) If any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:
 - (1) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable therefrom, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained herein;
 - (2) 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
 - (3) PROVIDED that in the event the offending provisions are the inclusion of ATLA as a party to this Deed and the consequential provisions of that inclusion then the agreements, representations and warranties therein contained shall be attributed to, and be taken to have always been attributed to, the Native Title Party; and
 - (o) 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.
- 1.2 In this Deed, headings are convenience of reference and do not affect the interpretation of this Deed.

2. Definitions

- 2.1 In this Deed and in the Recitals:
- “**Ancillary Agreement**” means any existing or future agreement in or substantially in the form contained in Schedule 4 to this Deed made between the Native Title Party and the Company or any other person in connection with:
 - (a) the grant of the Licence; and
 - (b) the Company exercising its rights and entitlements and discharging its obligations under the Licence; or
 - (c) either of those things;
 - “**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;
 - “**ATLA**” means the Adnyamathanha Traditional Lands Association (Aboriginal Corporation);
 - “**Claimed Land**” means the area of land and any waters the subject of the Native Title Application;
 - “**Commencement Day**” means the date of this Deed or another date agreed in writing by the parties;
 - “**Company**” means the party to this Agreement so described, being the applicant for

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the Licence;

“**CPI**” means the Consumer Price Index (All Groups) for Adelaide;

“**Essential Term**” means those terms in clauses 5.3, 7, 12 and 18.3 of this Deed and in clauses 9, 10.7, 10.8, 11.7, 15 and 17 of the Ancillary Agreement;

“**Licence**” means the petroleum exploration licence proposed to be issued to the Company pursuant to the Petroleum Act referred to in Recital A as renewed, extended, substituted or varied from time to time and includes:

(a) any associated facilities licence subsequently able to be lawfully issued to the Company 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 Company within the Licence Area pursuant to the Petroleum 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 hereto and subsequent to the grant of the Licence the area for the time being the subject of a Licence **PROVIDED** that, where at any time part of such area ceases to be the subject of a Licence, that area thereupon ceases to form a part of the Licence Area;

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

“**Minister**” means the Minister responsible for the issue of a Licence pursuant to the Petroleum Act;

“**Native Title Act**” means the *Native Title Act 1993* (Commonwealth);

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

“**Native Title Claim Group**” has the same meaning as in the Native Title Act;

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

“**Negotiation Parties**” means the State, the Native Title Party and the Company in accordance with section 30A of the Native Title Act;

“**PEL**” means the petroleum exploration licence proposed to be issued to the Company 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* (South Australia);

“**Project**” means all operations proposed or which may be undertaken by the Company or its contractors relating or incidental to the activities conducted or authorised under the Licence.

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

3. COMMENCEMENT AND TERM

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

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

4. AUTHORITY TO ENTER INTO DEED

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

5. THE Licence

- 5.1 The Native Title Party;
- (a) agrees to the grant of the PEL by the Minister to the Company pursuant to the Petroleum Act and to the Company exercising its rights and entitlements and discharging its obligations under the Licence in accordance with and subject to any conditions imposed by:
 - (1) the Petroleum Act
 - (2) any Applicable Law; and
 - (3) this Deed;
 - (b) covenants not to lodge or make any objection to any grant of the PEL to the Company in respect to the Licence Area pursuant to the Petroleum Act unless the Company is and remains in breach of an Essential Term;
 - (c) agrees to the grant of any subsequent Licence by the Minister to the Company 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 Company exercising its rights and entitlements and discharging its obligations under any subsequent Licence in accordance with and subject to any conditions imposed by:
 - (1) the Petroleum Act;
 - (2) any Applicable Law; and
 - (3) this Deed;
 - (d) covenants not to lodge or make any objection to any grant of any subsequent Licence to the Company pursuant to the Petroleum Act unless the Company is and remains in breach of an Essential Term
- 5.2 The Negotiation Parties acknowledge that:
- (a) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence, and to any work done pursuant to any Licence;
 - (b) the issue of a Licence and any work done pursuant to a Licence 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 the Licence;
 - (c) subject to clause 5.2(d), 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

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(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

- Subdivision P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act;
- (d) the Company must not before such Later Act is done be in breach of and remain in breach of any Essential Term; and
 - (e) the Deed is evidence of an agreement obtained for the purpose of section 31(1)(b) of the Native Title Act.
- 5.3 The Company covenants with the other Negotiation Parties that it will carry out petroleum activities under the Licence on the Licence Area in accordance with:
- (a) the Petroleum Act;
 - (b) all Applicable Law;
 - (c) the provisions of this Deed; and
 - (d) good petroleum industry practice.

6. NATIVE TITLE ACT

- 6.1 Each of the Negotiation Parties acknowledge that all Negotiation Parties have negotiated in good faith for the purposes of section 31(1)(b) of the Native Title Act.
- 6.2 The State is authorised to provide a copy of this Deed to:
- (a) the National Native Title Tribunal in accordance with section 41A of the Native Title Act in order to satisfy section 28(1) of that Act;
 - (b) 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
 - (c) the South Australian Parliament.

7. PAYMENTS

- 7.1 Subject to clauses 7.2 and 7.3, for better facilitating the administration of this Deed, the Company will pay to ATLA the sum of \$15,000.00 per annum in respect of the Licence provided:
- (a) the first payment shall be made on the signing of this Deed by all of the registered native title claimants; and execution by ATLA ;
 - (b) thereafter each annual payment shall be made within 7 days following the anniversary of the date of grant of the Licence;
 - (c) where a Licence Area is not entirely located on the Native Title Party's Claimed Land each amount payable under this provision shall be calculated ratably in like proportion as the Claimed Land within the boundary of the total Licence Area bears to the total Licence Area;
 - (d) should the proportion which Claimed Land within the boundary of the total Licence Area bears to a Licence Area change between the anniversary dates of the Licence the amount payable according to this provision will be adjusted and paid, refunded or credited (as the case requires) within 7 days following the next anniversary of the date of grant of the Licence
- 7.2 **Review:** The payment referred to in clause 7.1 ("the Administration Payment") shall be revised and adjusted on the first and each subsequent anniversary of the date of grant of the Licence ("the review date") and the Administration Payment after the review date shall be an amount determined by multiplying the Administration Payment payable during the 12 month period immediately preceding such review by a fraction, the numerator of which shall be the CPI for the quarter immediately preceding the review date and the denominator of which shall be the CPI for the quarter immediately prior to the Commencement Date **PROVIDED HOWEVER** that

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

- if the result of such review is that the Administration Payment payable after the review would be less than the Administration Payment payable prior to the review then the Administration Payment payable after the review date shall be the same as the Administration Payable immediately prior thereto.
- 7.3 The total of the fees payable pursuant to clause 7.1 shall not in any event exceed \$125,000 plus CPI (calculated from the anniversary of the first payment).
- 7.4 The Company agrees:
- (a) to pay from time to time to ATLA or to such charitable or other trust fund or funds as may be notified to the State and to the Company in writing under the Common Seal of ATLA in further consideration for ATLA entering into this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and
 - (b) the payments the subject of this clause 7.4 shall be effected by the Company paying those amounts to the State and the State shall accept those payments for the purposes set out in the following paragraphs of this clause 7.
- 7.5 ATLA hereby requests and directs the State to pay to ATLA from time to time the monies received by the State from the Company in accordance with clause 7.3 and the State agrees so to do.
- 7.6 Each payment by the State shall be made:
- (a) for and on behalf of the Company;
 - (b) within a reasonable time of receipt of the relevant monies in cleared funds; and
 - (c) in full satisfaction and discharge of each respective obligation of the Company arising under clause 7.4.
- 7.7 Each amount payable by the Company 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 7.8 of this clause 7.
- 7.8 In the event the method of calculation contained in the Petroleum Act as at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of clauses 7.3, 7.4 and 7.5, the Minister may give six(6) calendar months notice in writing to the other parties of the Minister's desire to re-negotiate the method of collection and distribution of monies in terms of this clause 7 in which case the parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.
- 7.9 The receipt of ATLA shall be a full and sufficient discharge to the Minister and to the Company for any payments made pursuant to clause 7.
- 7.10 Nothing in this clause 7 is intended adversely to affect the integrity of the Native Title Application.
- 7.11 Nothing in this clause is intended to impose on the State a duty to invest any monies collected by the State for distribution to ATLA.
- 7.12 The Native Title Party agree that the compensation entitlement comprising the monies payable by the Company pursuant to clause 7.3 is to be taken into account in determining and is to be set off against any compensation claim by the Native Title Party with respect to the grant of any Licence or the carrying out of any petroleum activities under it whether that claim is determined by agreement of the parties or by the National Native Title Tribunal or a court or other tribunal or body having jurisdiction or power to make a determination in relation to a claim for compensation.
- 7.13 The provisions of clause 7.11 do not apply in relation to any compensation claim arising by reason of a breach of this Deed or the Ancillary Agreement.

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

8. ANCILLARY AGREEMENT

The Company, Native Title Party and ATLA have agreed to enter into an Ancillary Agreement and for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under that Ancillary Agreement for the benefit of the Native Title Party as are more specifically set out therein.

9. STATE NOT LIABLE FOR ANCILLARY AGREEMENT

The Company, Native Title Party and ATLA acknowledge that neither the State nor its officers, employees or agents have any obligations or liability whatsoever in connection with the rights and obligations of the Company, ATLA or the Native Title Party under an Ancillary Agreement.

10. DEED AND ANCILLARY AGREEMENT NOT CONDITIONS OF GRANT

The provisions of this Deed (other than the obligations of the Company and of the State contained in clause 7) and of any Ancillary Agreement are not terms of the grant of a Licence under the Petroleum Act.

11. DEED PREVAILS

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

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

13. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

14. ASSIGNMENT

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

14.2 If the Company assigns, transfers the whole or part of an interest in a Licence, the Company will procure that the party thereby acquiring that interest in the Licence enters into a deed of assumption whereby the incoming party covenants to assume the obligations of the Company 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.

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(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

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

15. NOTICES

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

The State's address: The Minister for Mineral Resources
Development
C/- The Director, Petroleum Group
Level 7, 101 Grenfell Street
Adelaide SA 5000
Facsimile number: (08) 8463 3202

Native Title Party's address: Adnyamathanha Native Title Claim Group
C/- Johnston Withers
17 Sturt Street
Adelaide SA 5000
Facsimile number: (08) 8231 1230

Company's address Meridian Resources Pty Ltd
C/- 262-266 Pirie Street
Adelaide SA 5000
Facsimile number (08) 8223 2509

ATLA's address Adnyamathanha Traditional Lands Association
C/- Johnston Withers
17 Sturt Street
Adelaide SA 5000
Facsimile number (08) 8231 1230

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

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

16. GOVERNING LAW

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

ACCESS DEED

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17. COUNTERPARTS

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

18. GENERAL

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

18.2 Save as otherwise agreed in writing, each party will pay its own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for Stamp Duty which will be borne and paid by the State.

18.3 In consideration of the Native Title Claim Group entering into this Deed the Company agrees to pay ATLA a special non-recurrent payment of \$60,000.00 such payment to be made ATLA on the Commencement Day.

18.4 Where the payment to be made by the Company under Clause 18.3 of this Deed ("**Payment**") constitutes consideration for a taxable supply by the Native Title Party:

- (a) the amount of the Payment shall be increased by, and the Company shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10% a; and
- (b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates

PROVIDED THAT the additional amount need not be paid unless and until the Native Title Party has given the Company a tax invoice sufficient to enable the Company to claim any input tax credit to which it may be entitled in respect of the taxable supply.

18.5 In this clause 18:

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

EXECUTED by the parties as a Deed.

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



The Honourable Paul Holloway, Minister for Mineral Resources Development

[Handwritten signature]

Witness

Name: JOE ZAROWANY

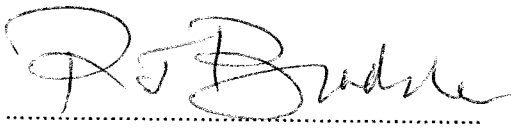
Address: 6/101 GREENHILL ST.

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993)

ADLAIDE SA 5000)
Occupation: PUBLIC SERVANT)

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **GORDON**)
COULTHARD)
in the presence of

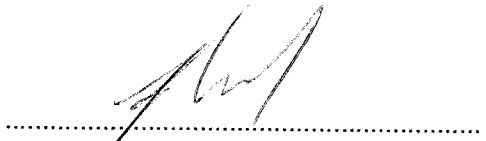
)
Witness)

Name: R. Bradshaw)
Address: 171st St)
Adelaide SA)
Occupation: Lawyer)

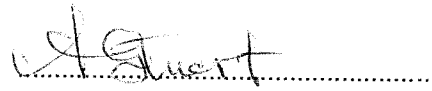


Gordon Coulthard

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **ANGELINA**)
STUART in the presence of)

)
Witness)

Name: R. Harbord)
Address: 171st St)
Adelaide SA)
Occupation: Lawyer)

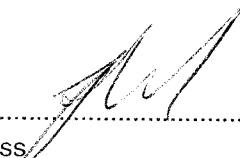


Angelina Stuart

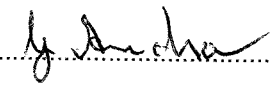
ACCESS DEED

(PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993)

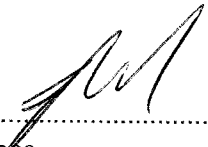
SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **GERALDINE**)
ANDERSON in the presence of)

.....)
Witness: )

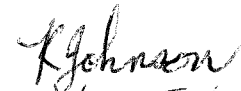
Name: G.A. Harbord)
Address: 17 Stuart St)
Adelaide SA)
Occupation: Lawyer)


.....
Geraldine Anderson

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **GERTIE JOHNSON**)
in the presence of)

.....)
Witness: )

Name: G.A. Harbord)
Address: 17 Stuart St)
Adelaide SA)
Occupation: Lawyer)


Elvin Johnson
pursuant to power of attorney for
.....
Gertie Johnson

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **MAY BUZZACOTT**)
in the presence of)

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993)

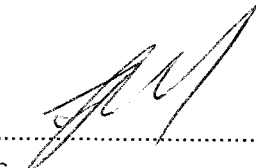
.....)
.....)
Witness)
Name: *JOHN W BERTON*)
Address: *12 UNWIN ST*)
GRAVEL)
Occupation: *SELECTION*)

May Buzzacott
May Buzzacott


ACCESS DEED

(PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993)

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **BEVERLEY**)
PATTERSON in the presence of)

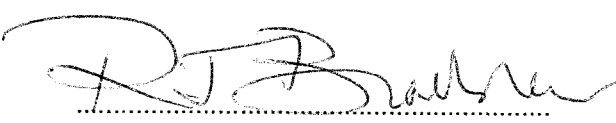
.....)
Witness )

Name: GRAHAM HARBOOD)
Address: 17 STURT ST)
ADELAIDE SA 5000)
Occupation: LAWYER)



Beverley Patterson

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **STEWART**)
PATTERSON in the presence of)

.....)
Witness )

Name: RICHARD BRADSHAW)
Address: 17 STURT ST)
ADELAIDE SA 5000)
Occupation: LAWYER)




Stewart Patterson

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **VINCENT**)
COULTHARD in the presence of)

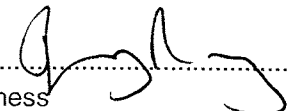

.....)
Witness)

Name: G.A. Hasbani)
Address: 17 Sturt St)
Adelaide SA)
Occupation: Lawyer)

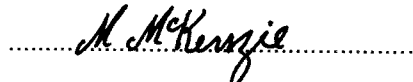


Vincent Coulthard

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **MARK McKENZIE**)
in the presence of)


.....)
Witness)

Name: Jeremy Bowney)
Address: 44 Phillis St.)
Maylands)
Occupation: chef)



Mark McKenzie

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993)

SIGNED FOR AND ON
BEHALF

THE COMMON SEAL of MERIDIAN
RESOURCES PTY LTD was affixed in
accordance with its Constitution in the
presence of by :

A.J. Mason

Director
Print Name: *A.J. MASON*

Common Seal

in the presence of:
Director/ Secretary *M.W. McDonald*
Print Name: *M.W. McDONALD*
Witness

THE COMMON SEAL of
ADNYAMATHANHA TRADITIONAL
LANDS ASSOCIATION (Aboriginal
Corporation) was affixed in accordance with
its Constitution in the presence of :

G.S. Courtward
Member

Print Name: *G.S. COURTWARD*

G.S. Courtward
Member

Print Name: *G.S. COURTWARD*

Paimine Courtward
Member

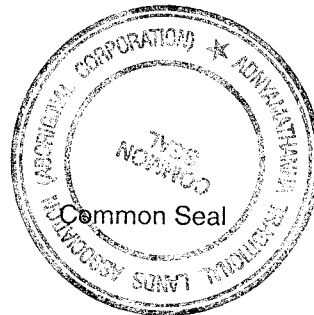
Print Name: *PAIMINE COURTWARD*

Member

Print Name:

Member

Print Name:



ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

.....)

Member)

Print Name:)

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

SCHEDULE 1 : THE LICENCE APPLICATION AND MAP OF LICENCE AREA

Proposal to Grant Exploration Licence

(Section 29)

NATIVE TITLE ACT 1993 (COMMONWEALTH)

The State of South Australia HEREBY GIVES NOTICE that the Minister for Mineral Resources Development, C/- Petroleum Group, Minerals and Energy Division, Department of Primary Industries and Resources SA, 7th Level, 101 Grenfell Street, Adelaide SA 5000 has received the following Exploration Licence application under the *Petroleum Act 2000*

NUMBER PELA 132

APPLICANT MERIDIAN RESOURCES PTY. LTD.

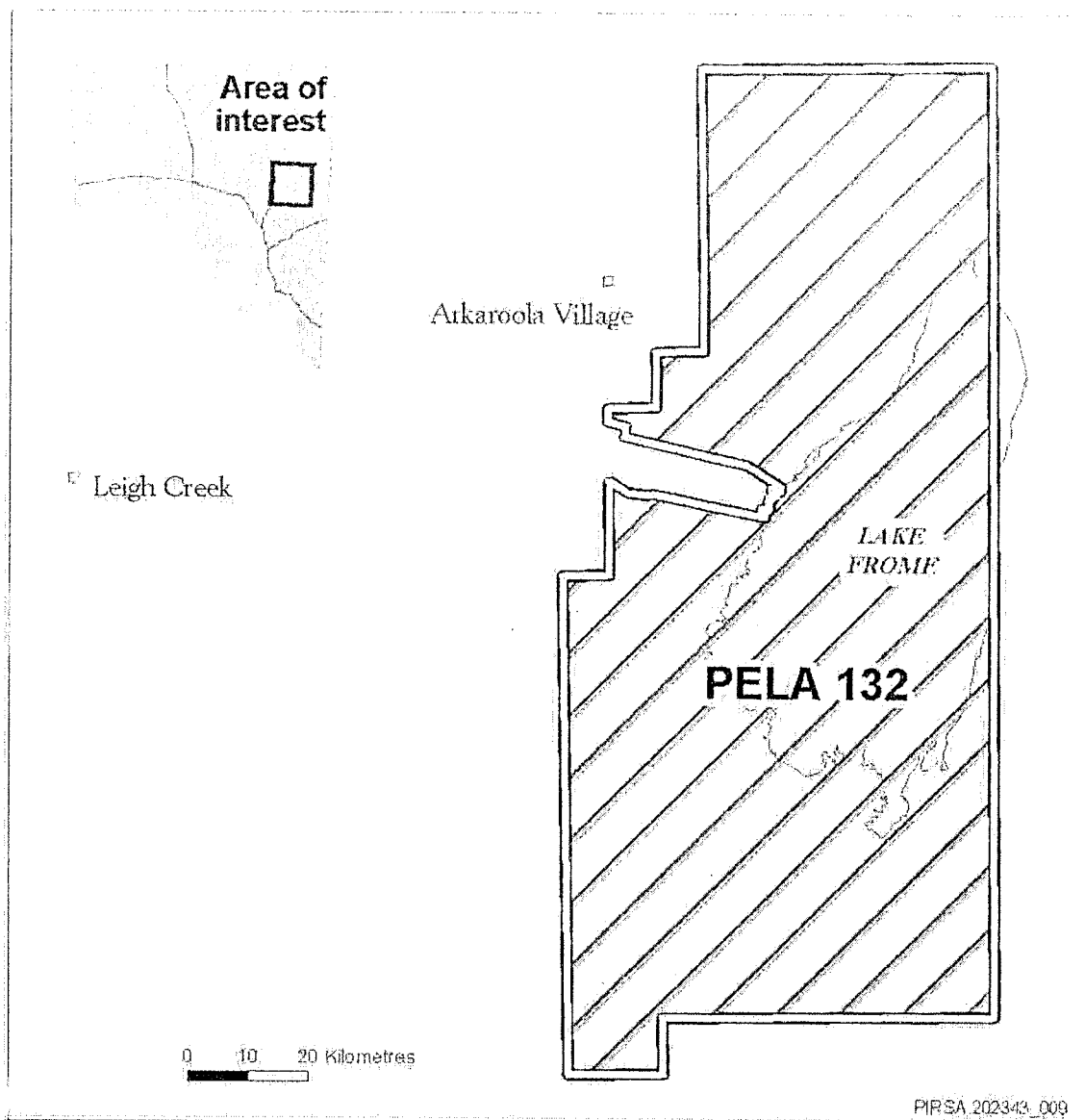
Description of Area:

All that part of the State of South Australia in the vicinity of Lake Frome (Central East, South Australia), bounded as follows:-

Commencing at a point being the intersection of latitude 30°00'00"S GDA94 and longitude 139°30'00"E GDA94, thence east to longitude 140°00'00"E GDA94, south to latitude 31°25'00"S GDA94, west to longitude 139°25'00"E GDA94, south to latitude 31°30'00"S GDA94, west to longitude 139°15'00"E GDA94, north to latitude 30°45'00"S GDA94, east to longitude 139°20'00"E GDA94, north to a southern boundary of the Gammon Ranges National Park, thence generally southeasterly, northeasterly and northwesterly along the boundary of the said National Park to longitude 139°20'00"E GDA94, north to latitude 30°30'00"S GDA94, east to longitude 139°25'00"E GDA94, north to latitude 30°25'00"S GDA94, east to longitude 139°30'00"E GDA94, and north to the point of commencement.

AREA: 9718 square kilometres approximately.

Locality: Refer to attached map



Nature of the acts: Grant of an Exploration Licence pursuant to the *Petroleum Act 2000* which authorises the applicant to explore for petroleum for a term of five (5) years from notification of grant and a right of renewal for a further two (2) five (5) year terms. The *Petroleum Act 2000* also provides a holder of an Exploration Licence with a right (subject to the *Petroleum Act 2000*), to apply for a Production Licence where a discovery that warrants production is made. Production Licence rights include the right to undertake regulated activities under the *Petroleum Act 2000* to enable the petroleum to be produced, processed, transported and marketed. The acts may also include the grant of appropriate Production, Retention or Associated Facilities Licences emanating from the issued Exploration Licence pursuant to the *Petroleum Act 2000* or any substituting legislation as well as any Speculative Survey Licences outside of but abutting the licensed area necessary for the recovery of petroleum within the licensed area.

Notification day: 22 December 2004

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

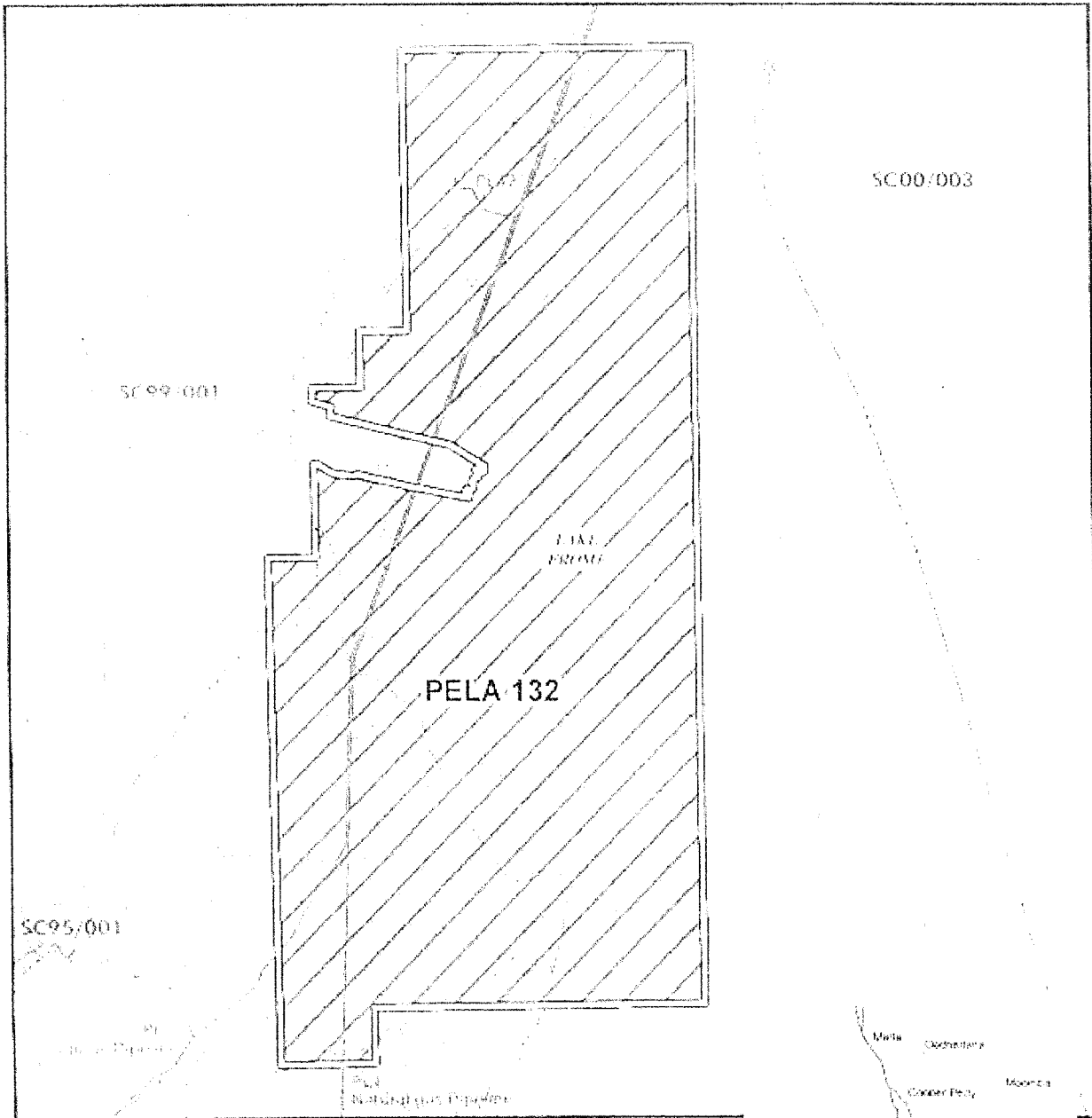
The three (3) month period closes on 22 March 2005. Any person who is, or becomes a native title party, is entitled to the negotiation and/or procedural rights provided in Part 2 Division 3 Subdivision P of the *Native Title Act 1993*. Enquiries in relation to becoming a native title party should be directed to the National Native Title Tribunal, Level 10, 91 Grenfell Street, Adelaide, SA 5000, telephone: (08) 8306 1230. Any negotiations conducted in respect to the Exploration

Licence will include matters relating to the conduct of any future production and associated infrastructure and facilities and the issue of the necessary licences or authorisations to undertake these activities (including associated exploration activities) under the *Petroleum Act 2000*.

The Exploration Licence will be granted if, by the end of the period of four (4) months after the notification day (i.e. 22 April 2005) there is no native title party in relation to the area of the Exploration Licence.

For further information about the acts (including extracts of the plan showing the boundaries of the application), contact the Petroleum Group, Minerals and Energy Division, Department of Primary Industries and Resources SA, 7th Level, 101 Grenfell Street, Adelaide SA 5000, or telephone (08) 8463 3203.

South Australia PETROLEUM EXPLORATION LICENCE APPLICATION OVER NATIVE TITLE CLAIMANT AREA



PETROLEUM TENEMENTS

PELA 132

PETROLEUM PIPELINES

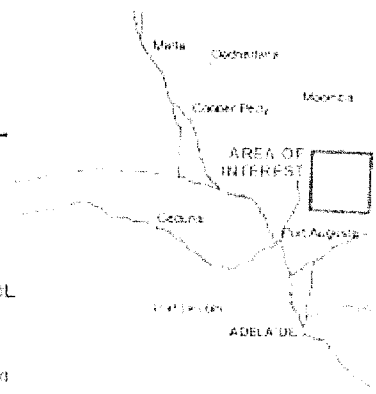
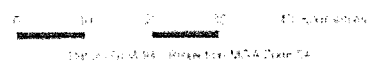
- Gas
- Gas and liquids
- Liquids

REGISTERED NATIVE TITLE CLAIMS

- SC95/001 - Adnyamatharra No. 1
- SC00/003 - Kupe
- SC99/001 - Adnyamatharra No. 2

TOPOGRAPHIC DETAIL

- Locality
- Highway
- Secondary road
- Minor road
- Track



Production details

Produced in accordance with the MCA Regulations

PELA 132 is a Petroleum Exploration Licence

PELA 132 is a Petroleum Exploration Licence

For further information contact the MCA
South Australia Services

Disclaimer

This map was prepared by Prima Industries and Resources
based on the information available at the time of preparation.
Prima Industries and Resources does not warrant the accuracy of
the information shown on this map. For more information contact
Prima Industries and Resources SA 2004

Author / contact details

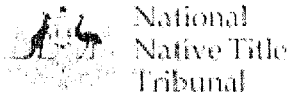
Prima Industries and Resources
111 George Street
Adelaide, South Australia 5000

Website: www.prima.com.au
Email: enquiries@prima.com.au
Phone: (08) 8424 6000
Fax: (08) 8424 6000

ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

SCHEDULE 2 : THE NATIVE TITLE APPLICATION


[Printer friendly version](#)
[keywords](#)

Claimant application summary



Application name:	Adnyamathanha No.1
Application type:	Claimant application
State/Territory:	South Australia
Date filed:	15/01/1999
Register of Native Title Claims status:	Registered
Federal Court file no.:	SAD6001/98
Tribunal file no.:	SC99/1
Status:	Active
Approx area size:	81,999.406 sq km
Area description:	Flinders Ranges
ATSIC region(s):	Nulla Wimila Kutju Regional Council
Representative A/TSI Body area(s):	Aboriginal Legal Rights Movement Inc
Local government region(s):	District Council of Mount Remarkable District Council of Orroroo/Carrieton District Council of Peterborough Flinders Ranges Council Outback Areas Community Development Trust Unincorporated Areas - SA
Applicants' representative:	Johnston Withers & Associates
Notification status:	Notification Complete
Notification	01/11/2000

About the Tribunal

Applications and Determinations

- Overview
- Information material
- Maps and spatial data
- How to apply
- Tribunal assistance
- Registration test
- Procedures and guidelines
- Sample clauses and agreements
- Search applications
- Browse determinations
- National Native Title Register
- Register of Native Title Claims
- Other contacts
- Contact for applications

Indigenous Land Use Agreements

Future Acts

Registers

What's New

Publications and Media

For definitions of specific native title words and terms see the Glossary.

closing date:

In mediation: Yes

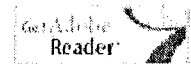
Case manager: Greg Jervis

Member: B McFarlane
The Hon C J Sumner

[Text only version](#) | [Sitemap](#) | [Glossary](#) | [Links](#) | [Contact details](#)

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ACCESS DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

**SCHEDULE 3 : PAYMENTS TO THE NATIVE TITLE PARTY
PURSUANT TO CLAUSE 7 IN
RESPECT OF PETROLEUM OPERATIONS UNDER A
PETROLEUM PRODUCTION LICENCE
Production Payments**

1. Tax Invoice for GST component

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

2. Payment by the Company to the State

The Company shall, upon receipt of an invoice, which if ATLA is making a taxable supply, must also be a tax invoice or must be accompanied by a tax invoice from ATLA, pay to the State and the State shall deposit into a trust account maintained by the State for the benefit of ATLA 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.

3. Calculations to follow Petroleum Act

3.1 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 hereof) where the sale price is bona fide and to an arms length purchaser **PROVIDED** that the "Guidelines for Payment of Royalty and Provision of Information" issued by the Department of Primary Industries and Resources of South Australia from time to time (a copy of the current version of which is annexed to this Schedule 3) shall be applied *mutatis mutandis* as if the reference to the royalty rate of 10% therein were a reference to 1%.

3.2 In calculating the value of Petroleum at the well head neither the Production Payment nor the statutory royalty payable to the State under the Petroleum Act shall be treated as a deduction or outgoing to any extent

4. Good and Services Tax

4.1 Acknowledgement

The parties acknowledge that the payments referred to in clause 7 (including clause 7.1) and in this Schedule 3 have been calculated on a GST exclusive basis

4.2 GST Gross-Up

Where any payment to be made by the Company under clause 7 and in this Schedule 3 of this Deed ("**Payment**") constitutes consideration for a taxable supply by the Native Title Party or ATLA:

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

PROVIDED THAT the Company need not pay the additional amount unless and until ATLA has given the Company a tax invoice sufficient to enable the Company to claim any input tax credit to which it may be entitled in respect of the taxable supply

4.3 Interpretation

- (a) in this clause, the expression "Prevailing GST Rate" in relation to a particular taxable supply, means the rate (expressed as a percentage of GST exclusive

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(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

- (b) price) at which GST is imposed on that taxable supply; and
a word or expression used in this clause which is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* has the same meaning in this clause.

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(PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993)

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

PETROLEUM ACT 2000

PRODUCTION LICENCE

GUIDELINES FOR PAYMENT OF ROYALTY AND PROVISION OF INFORMATION

(1) Payment of Royalty

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

(2) Calculation of Royalty

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

- (a) a sum calculated by writing off on a straight line basis together with interest on the written down value at the rate provided in clause (3)(c), over a period of ten (10) years commencing from the month the expense was incurred (or such lesser period as may be determined as being the life of the field) the actual capital expenses incurred by the Producer in respect of all plant used for the purposes of treating, processing or refining of the subtract prior to delivery (but not upstream of the wellhead) or in transporting the substance to the point of delivery to the purchaser provided however that if any item of such plant is sold prior to being fully depreciated, the amount obtained upon such sale shall be deducted from the written down value of such item for the purposes of calculating the deduction, but not so as to reduce the written down value below zero.
- (b) a sum being expenses actually incurred by the Producer in respect of persons not employed on site by the Producer but whose employment functions directly relate to relevant treating, processing or refining of the substance prior to delivery (but not upstream of the wellhead) or in transporting the substance to the point of delivery to the purchaser.
- (c) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer or some one or more of them in respect of operating costs related to treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, including but not limited to the amount of any licence fees payable in respect of any production licence, associated facilities licence or pipeline licence, provided however that:
 - (i) The amount of such deduction will be reduced by the amount obtained upon the sale of any item of plant which has not been depreciated or which has been fully depreciated, but not so as to reduce the deduction below zero,
 - (ii) If any such expenses are incurred pursuant to any agreement which is not *bona fide* or arms length, such expenses (or part thereof) shall not be deducted; and
 - (iii) Any expenses allowed as a deduction under clause (2)(a) or (2)(b) or (2)(d),

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- (d) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer pursuant to a *bona fide* arms length agreement to lease any plant used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser provided however that any such expenses in any one calendar year which is in excess of:
- (i) In the calendar year 200... - the sum of \$.....;or
 - (ii) In all subsequent calendar years, the sum of \$.....increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) for the City of Adelaide ("CPI") from the CPI in the calendar year 200...to the CPI in the relevant year
shall not be deductible,
- (e) a sum being the actual expenses (other than expenses upstream of the wellhead) incurred by the Producer in rehabilitating the ground surface and site of plant and the actual expenses incurred in dismantling, removing or abandoning of such plant less any salvage obtained thereon where such plant is used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser and the actual expenses incurred in rehabilitating the ground surface and site of a well of the type described in clause (3)(b) and the actual expenses incurred in abandoning such well but not including any costs incurred as a result of the loss of control of any well.
- (3) Further provisions regarding calculation of Royalty
- (a) For the purposes of clause (2):-
- (i) in each month the arms length sales value of the substance means the value of the actual sales in respect of the substance described in clause (1) in that month provided however that if any substance is not supplied to a *bona fide* arms length purchaser, not sold for full market value, or returned to a natural reservoir for later production, destroyed, dissipated or used by the Producer not in accordance with Section 43(3) of the Act, the gross sales value of such substance shall be the amount which would have been received in respect of such substance from a *bona fide* arms length purchaser for full market value;
 - (ii) the term "plant" includes but is not limited to:
 - (A) Any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or refining of the substance prior to the delivery or in transporting the substance to the point of delivery to the purchaser; or
 - (B) Any pipeline;And
 - (iii) "wellhead" means the casing head and includes any casing hanger or spool, or tubing hanger, and any flow control equipment up to and including the wing valves.
- (b) Non Producing Wells
- The capital expenditure referred to in clause (2)(a) may include the actual capital expenditure incurred by the Producer in respect of wells used solely for the purpose of assisting or enhancing the recovery of the substance from other wells or for the purposes of storing the substance or for the recovery or disposal of water used in connection with treating processing or refining of the substance prior to delivery or for any similar purpose other than the production of the substance and may also include the actual capital expenditure incurred by the Producer in converting a well used for

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the production of the substance to a well used for such other purpose.

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of Plant

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

(f) Take or Pay

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

(g) Tolling

- (i) If the Producer receives any revenue from the use of any plant downstream of the wellhead used for treating processing or refining the substance sourced from anywhere within the area from time to time comprised in Exploration Licence.... or any Production Licence issued from an area which was comprised in Exploration Licence....immediately prior to the time such Production Licence was issued, or in transporting such substance to the point of delivery to the purchaser such revenue shall be deemed to be part of the *bona fide* sales value of the substance to the intent that royalty shall be payable thereon.
- (ii) Any sums, being sums deemed under clause (3)(g)(i) to be part of the *bona fide* value of the substances, paid by the Producer in respect of the use of such plant for treating processing or refining such substance or in transporting such substance to the point of delivery to the purchaser shall be deemed to be

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- an expense under clause (2)(c).
- (iii) If any such plant is used for treating processing of refining of the substance sourced from outside of the area referred to in clause (3)(g)(i) or in transporting such substance to the point of delivery to the purchaser any amounts which may be claimed as deductions under this clause (whether such deductions be by way of operating expenditure or capital expenditure) in respect of such plant shall be reduced by the proportion which would be obtained by the method of apportioning costs used by the Producer to ascertain the tolling fee, but any revenue received by the Producer for the use of such plant for the treating, processing or refining of such substance prior to delivery or in transporting the substance to the point of delivery to the purchaser shall not be deemed to be part of the gross sales value of the substance.
- (4) Royalty Returns
- (a) Not later than thirty (30) days after the conclusion of each calendar month, the Licensee will calculate and notify to the Minister the royalty, calculated by taking the *bona fide* sales value of the substance sold in that month, and deducting therefrom the most recent estimated monthly expenditure provided under clause (4)(c), payable by each Licensee. The Licensee shall with each such notification provide the Minister with a statement, in a form approved by the Minister, advising of the quantity of the substance sold and the amount realised upon such sale during the last preceding month, together with such other information as the Minister may require.
- (b) The Licensees shall not later than thirty (30) days after the conclusion of each calendar month pay to the Minister the amount of royalty specified in the notice referred to in clause (4)(a) as payable.
- (c) On or before each 15th March (in respect of the next succeeding twelve (12) month period commencing 1st July), the Licensee shall *bona fide* estimate the sales volume of the substance, the sales value of the substance, the allowable deductions apportioned between capital and operational deductions and hence calculate the estimated royalty payable for the next succeeding twelve (12) month period and shall provide the Minister with such estimates, together with the apportionment thereof on a monthly basis. A review of such forecast will be required if significant change to the forecast is evident. The Licensee will be required to provide a *bona fide* forecast as necessary for up to a period of 5 financial years including detail as referred to above but excluding a monthly apportionment for all but the preceding twelve (12) month period.
- (d) Not later than thirty (30) days after the completion of each twelve (12) month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 3 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.
- (e) The Licensee shall not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June pay to the Minister the additional royalty calculated in accordance with the reconciliation referred to in clause (4)(d) as payable

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

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(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*)

SCHEDULE 4 - ANCILLARY AGREEMENT

ANCILLARY AGREEMENT

Date

Parties

- | | |
|---|--|
| 1 | THE ADNYAMATHANHA PEOPLE by GORDON COULTHARD, ANGELINA STUART, GERALDINE ANDERSON, GERTIE JOHNSON, MAY BUZZACOTT, BEVERLEY PATTERSON, STEWART PATTERSON, VINCENT COULTHARD and MARK McKENZIE Snr the registered native title claimants in relation to native title determination application No SG6001/98 in the Federal Court of Australia C/- Johnston Withers 17 Sturt Street Adelaide South Australia [5000] (" Native Title Party ") |
| 2 | MERIDIAN RESOURCES PTY LTD (ACN 107 376 385) c/- McDonald Steed McGrath 262-266 Pirie Street Adelaide South Australia (" Company ") |
| 3 | ADNYAMATHANHA TRADITIONAL LANDS ASSOCIATION ABORIGINAL CORPORATION an Aboriginal corporation incorporated under the Aboriginal Councils and Associations Act 1976 (Cth) on 12 February 2001 c/- Johnston Withers 17 Sturt Street Adelaide South Australia (" ATLA ") |

Recitals

WHEREAS:

- | | |
|----|---|
| 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 (Commonwealth) (as amended) with the Federal Court of Australia in proceeding numbered SG6001/98 for a determination of native title in respect of the Claimed Land. |
| B. | The Company has lodged an application for the grant of a PEL with the South Australian Minister for Minerals & Energy under the provisions of the Petroleum Act. |
| C. | All or part of the land the subject of the application for grant of the PELs within the Claimed Land; |
| D. | The Company 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 shall provide:
(a) Certain terms and conditions with which the Company has agreed to abide in the course of carrying out Petroleum Operations on the Licence Area; and
(b) The methodology for the identification and protection of Areas of Significance. |
| F. | The Company's obligations under this Agreement are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a determination of native title. |
| G. | The Native Title Claim Group (including the registered native title claimants) resolved on 2 December 2000 to incorporate under the Aboriginal Councils and Associations Act 1976(Cth). On the 12 th day of February 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Adnyamathanha Traditional Lands Association (Aboriginal Corporation) |

ANCILLARY AGREEMENT

- H. pursuant to the Aboriginal Councils and Associations Act 1976 (Cth);
The Native Title Party and the Company having negotiated in good faith have agreed for the better management of interaction between them hereafter to include ATLA 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 as are more specifically set out in this Agreement.

NOW IT IS AGREED as follows.

1. Definitions

In this Agreement, including the Recitals, unless the context otherwise requires:

“**Aboriginal Record**” has the same meaning as prescribed in the *Aboriginal Heritage Act 1988 (South Australia)*;

“**Agreement**” means this Agreement including the recitals and schedules hereto;

“**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 the activities, rights and obligations of a party to this Agreement;

“**Area of Significance**” means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Party or any of its members and includes any “**Aboriginal site**”, “**Aboriginal object**” or “**Aboriginal remains**”, as defined by the *Aboriginal Heritage Act 1988 (South Australia)* and any “**significant Aboriginal area**” 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 14;

“**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 11,12 and 13 and Schedule 3, for the purpose set out in clause 11.2 and “**clear**”, “**cleared**” and “**clearing**” have corresponding meanings;

“**Commencement Day**” means the date of this Agreement or another date agreed in writing by the parties;

“**Company**” means the party to this Agreement so described, being the applicant for the PELand includes any assignee or transferee of the Company;

“**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;

“**Essential Term**” has the same meaning as in the Deed;

“**Licence**” means the petroleum exploration licence proposed to be issued to the Company pursuant to the Petroleum Act referred to in Recital B, as renewed, extended, substituted or varied from time to time and includes:

(a) any Associated Facilities Licence subsequently able to be lawfully issued to the Company 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 Company 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 hereto and subsequent to the grant of the PEL the area for the time being the subject of a Licence

ANCILLARY AGREEMENT

PROVIDED that, where at any time part of such area ceases to be the subject of a Licence, that area thereupon ceases to form part of the Licence Area;

“**Licence Application**” means the application for a Licence under the Petroleum Act being the Petroleum Exploration Licence Application further described in Schedule 1;

“**Minister**” means the 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* (Commonwealth);

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

“**Native Title Claim Group**” has the same meaning as in the Native Title Act;

“**Native Title Party**” means the party to this Agreement so described and includes all members of the Native Title Claim Group in respect of the Native Title Application;

“**Operational Area**” means any part of the Licence Area upon which from time to time under the terms of this Agreement the Company proposes to carry out Petroleum Operations;

“**PEL**” means the exploration licence described in Schedule 1 applied for by the Company pursuant to the Petroleum Act, as renewed, extended, substituted or varied from time to time;

“**Petroleum**” has the same meaning assigned to that expression in the Petroleum Act. Where the term “Petroleum” is used herein it shall include each and all constituents thereof;

“**Petroleum Act**” means the *Petroleum Act 2000* of South Australia;

“**Petroleum Operations**” means []operations carried out pursuant to, or for the purpose of giving effect to, the Licence and includes 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 Company or its contractors relating or incidental to the activities conducted or authorised under the Licence;

“**Report**” means a written report about a Clearance provided by the Native Title Party to the Company described in clause 13;

“**Scouting Team**” means the persons referred to in clause 12;

“**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 11, 12 and 13 and Schedule 3;

“**Specialist**” means an anthropologist or archaeologist or both as appropriate;

“**transfer**” means to sell, assign, transfer, convey or otherwise dispose of;

“**Work Program**” means a detailed description of proposed work on an Operational Area by the Company;

“**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 Company proposes pursuant to the terms of this Agreement to locate in an Operational Area in which the Company proposes to carry out Petroleum Operations.

2. Interpretation

- 2.1 In this Agreement, including the Recitals, unless the context otherwise requires:
- (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;

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- (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 Agreement;
 - (e) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
 - (f) a reference to any party to this Agreement includes that party's executors, administrators, substitutes, successors and permitted assigns;
 - (g) monetary references are references to Australian currency;
 - (h) 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;
 - (i) a reference to the Company includes the employees, servants, agents, contractors and sub-contractors of the Company engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Company shall, where the Company has engaged an agent, contractor or sub-contractor to undertake any activity which the Company is required or authorised to undertake under this Agreement, be construed as an obligation or duty upon the Company to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty;
 - (j) 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 variations, renewal, extension and substitution of any of them or any part of any of them;
 - (k) recitals and schedules form part of this Agreement;
 - (l) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (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) "business day" means a day on which banks are usually open for business in South Australia;
 - (o) 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;
 - (p) 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;
 - (q) the meaning of general words following specific words will not be limited by reference to the specific words.
 - (r) headings are for convenience of reference and do not affect the interpretation of this Agreement.
- 2.2 This Agreement shall be governed by and construed in accordance with the laws of the State of South Australia and of the Commonwealth of Australia and each party hereby submits to the jurisdiction of the appropriate Courts of that State and of the Commonwealth of Australia and any Courts competent to hear appeals therefrom. The parties agree that appeals from the courts of the Commonwealth of Australia will be filed in the South Australian District Registry of the Federal Court of Australia.
- 2.3 The clauses in this Agreement shall prevail over any inconsistent provisions in any Schedule to this Agreement.
- 2.4 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-

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compliance or breach.

- 2.5 This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 2.6 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.
- 2.7 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 therefrom, 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 therefrom, and this Agreement shall be read and construed and take effect from all purposes as if that part were not contained herein;
 - (b) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component; and
 - (c) PROVIDED that in the event the offending provisions are the inclusion of ATLA as a party to this Deed and the consequential provisions of that inclusion then the agreements, representations and warranties therein contained shall be attributed to, and be taken to have always been attributed to, the Native Title Party.

3. Commencement and Term

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

4. Authority to Enter Into Agreement

- 4.1 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 those persons on whose behalf the Native Title Application is made.
- 4.2 The Company and the Native Title Party agree, for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Agreement for the benefit of the Native Title Party as are more specifically set out in this Agreement, to include ATLA as a party to this Agreement.
- 4.3 ATLA 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 ATLA.:

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5. Undertakings by the Company

The Company undertakes:

- 5.1 to grant to the Native Title Party the rights and privileges as set out in this Agreement; and
- 5.2 subject to compliance on the part of the Native Title Party and ATLA with their respective obligations hereunder, the Company will comply with the terms and conditions on the Company's part herein contained and shall make payments in accordance with this Agreement to ATLA of the amounts to which ATLA is entitled from time to time as provided in this Agreement.

6. Reconnaissance Surveys of Licence Area by the Company

- 6.1 [The parties acknowledge that prior to the date of this Agreement the Company has awaited grant of a Licence and accordingly has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for other Petroleum Operations on the Licence Area ("**Reconnaissance Surveys**").
- 6.2 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 Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in clauses 11, 12 and 13 and Schedule 3 hereof do not apply to Reconnaissance Surveys where:
 - (a) The Company is conducting Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under clause 10; or
 - (b) ATLA has consented to activities following a preliminary consultation convened with a representative of the Native title Party for the purpose of the Company explaining to the Native Title Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably withheld).

7. Land Access and Occupation

- 7.1 The Native Title Party acknowledges the grant to the Company of a Licence in respect of the Licence Area authorises the Company, 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;
- 7.2 ATLA may object in writing upon reasonable grounds to a person having access to the Licence Area and the Company shall ensure that, as far as is possible within its power, such person or persons shall not enter upon the Licence Area.

8. Identification

- 8.1 The Company shall notify ATLA of the name of the representative of the Company responsible for Petroleum Operations from time to time on the Licence Area, such notice to be given fourteen (14) days in advance, in writing where practicable.
- 8.2 The Company shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access

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- (c) to discuss arrangements for preliminary access by the Company for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment.
- 10.3 If ATLA is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to clause 10.1, ATLA may, prior to the proposed commencement of Petroleum Operations request the Company to provide and the Company shall provide, reasonable further particulars of such proposed operations.
- 10.4 ATLA may object to the proposed Petroleum Operations referred to in clause 10.1, provided:
- (a) the objection is made in writing within fourteen (14) days of receipt of the Work Program; and
 - (b) the matter objected to is likely to have a material adverse impact or cause substantial disturbance to native title rights and interests in the Licence Area.
- 10.5 In the event that ATLA has a specific objection to any part of the particulars of the Petroleum Operations supplied by the Company under clause 10.1, or to any substantial change therein of which notice has been given under clause 10.8:
- (a) ATLA shall refer such objection for resolution pursuant to clause 27 within fourteen (14) days of being supplied with such particulars or given such notice;
 - (b) that part of the existing, intensified or changed operational program to which objection is taken shall not commence until the objection is resolved pursuant to clause 27;
 - (c) Provided always that objection may only be taken where the matter objected to is likely to have a material adverse impact upon or cause substantial disturbance to native title rights in the Licence Area.
 - (d) if no such specific objection is raised within the said fourteen (14) day period by ATLA, the Company may proceed on the basis that the particulars provided by the Company pursuant to this clause 10 constitute the details of the Work Program for its Petroleum Operations.
- 10.6 Where ATLA receives a request for Clearance pursuant to clause 10.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work program is substantially similar to the current request) in accordance with the terms and conditions of this Agreement, ATLA shall by notice in writing within two (2) weeks of the request notify the Company that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Agreement and subject to any conditions applicable to that Clearance.
- 10.7 There can be no material modification or alteration of any part of a Work Program without the written consent of ATLA. For this purpose "material modification or alteration" means a modification or alteration:
- (a) of any Operational Area other than a reduction in the size of that area; or
 - (b) of any Petroleum Operations to be carried out at an Operational Area which is reasonably likely to result in a substantially greater environmental impact than that arising from the existing Work Program.
- 10.8 The Company shall give notice to ATLA if the Company at any time propose to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with clause 13.6.
- 10.9 Subject to the Aboriginal Heritage Act 1988 (South Australia), where the Company has duly complied with the processes required of it:
- (a) pursuant to clause 10.1, and no Clearance is conducted within 68 days (or such later time as the parties agree in writing); or
 - (b) pursuant to clause 10.8 for the circumstances set out in clause 13.6(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or

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- (c) pursuant to clause 10.8 for the circumstances set out in clause 13.6(c) and no Clearance is conducted within 2 days (or such later time as the parties agree in writing)

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

11. Inspection and Clearance

- 11.1 The parties shall conduct all activities under this clause in accordance with Schedules 3 and 4.
- 11.2 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 thereby avoid disputes between them.
- 11.3 The Company will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Company's representative shall:
 - (a) be responsible for identifying the location of proposed seismic lines, access roads and other areas of proposed activity; and
 - (b) where possible, relocate these where, upon advice from the Scouting Team, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and
 - (c) 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 13.
- 11.4 The Company's representative shall accompany the Scouting Team when required to do so subject to the Scouting Team's ability to exclude the Company's representative from its internal discussions and deliberations in the field.
- 11.5 In the event that a proposed Operational Area is not cleared by the Scouting Team the Specialist shall advise the Company's representative to that effect and the Company's representative may propose alternative Operational Areas during the course for the Clearance provided that:
 - (a) any such alternative Operational Areas do not constitute a material modification or alteration to the Work Program referred to in clause 10.8; and
 - (b) 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.
- 11.6 Subject to the *Aboriginal Heritage Act 1988 (South Australia)* the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Party pursuant to this Agreement in which case neither the Native Title Party nor ATLA shall complain that Petroleum Operations conducted in accordance with clauses 10, 11, 12 and 13 hereof interfered with any Areas of Significance. The Company 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.
- 11.7 The Company will:
 - (a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with clauses 11, 12 and 13 and Schedule 3;
 - (b) comply with the conditions of the Clearance (as referred to in clause 13); and
 - (c) instruct its contractors, its employees, agents and visitors accordingly in relation to its obligations under clauses 11.7(a) and (b)

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12. Scouting Team

- 12.1 At the cost of the Company in accordance with a Budget, the Native Title Party and ATLA will identify and ATLA will organise the members of a Scouting Team for the purposes of this clause 12 and Schedule 3 and will ensure that the Scouting Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed Work Program in accordance with Schedule 3.
- 12.2 Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Scouting Team shall be to:
- (a) determine whether the seismic lines, access roads or Work Sites or any other activities described in the Work Program are likely to disturb, damage, or interfere with Areas of Significance;
 - (b) give advance warning to the Company's representative nominated to assist the Scouting Team to enable the Company's representative to relocate parts of seismic lines, access roads or Work Sites or any other activities described in the Work Program in order to avoid and protect Areas of Significance;
 - (c) show reasonable diligence in preparing for and carrying out such work while the Company meets its obligations pursuant to this Agreement; and
 - (d) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Company's Petroleum Operations.
- 12.3 Scouting Team Composition
The Scouting Team will comprise:
- (a) up to two (2) qualified Specialists of appropriate gender to be engaged by ATLA with the concurrence of the Company (which concurrence will not be unreasonably withheld); and
 - (b) the number of persons required to ensure the integrity of the Clearance up to a maximum of [six (6) persons] consisting of such numbers of men and women as thought by the Native Title Party and ATLA to be appropriate in accordance with Aboriginal culture and tradition.
- 12.4 The Native Title Party and ATLA acknowledge that in most areas up to [six (6) persons] will be sufficient to ensure the integrity of the Clearance, however they reserves the right to include up to a maximum of eight (8) people in the event that they believe it is necessary and appropriate to do so. ATLA agrees to consult with the Company about the number of persons to be included in a Scouting Team not later than the start of negotiations for setting a Budget in accordance with clause 14.

13. Reports

- 13.1 ATLA must promptly notify the Company upon completion of a Clearance and as soon as practicable but not later than fourteen (14) days after the completion of the Clearance, the Native Title Party and ATLA must provide a Report (through a Specialist) to the Company.
- 13.2 The Report must:
- (a) identify those parts of the Operational Area which are given Clearance by the Native Title Party or denied Clearance by the Native Title Party;
 - (b) identify any alternative Operational Areas for which clearance is given in accordance with the requirements set out in clauses 11.5 and 12.2(b);
 - (c) describe any conditions on which the Native Title Party has provided the Clearance so as to minimise the impact of Petroleum Operations to Areas of Significance; and
 - (d) be signed by the Specialists

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- 13.3 Nothing in this Agreement compels the Native Title Party nor any member of the Scouting Team or ATLA to disclose to the Company or to the Company's representative the location of Areas of Significance or any Cultural Confidences whatsoever with respect to the Licence Area.
- 13.4 The Native Title Party shall ensure that any Aboriginal persons accompanying the Scouting Team shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.
- 13.5 In the event that the Scouting Team determines it is necessary to deviate any proposed seismic line or access road, such deviation shall be made as small as possible and any deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site shall be minimised so far as possible.
- 13.6 In the event that the Company has obtained a Clearance pursuant to this Agreement and subsequent events cause the Company to require any material modification or alteration (as defined in clause 10.7) to any part of the program of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:
- (a) the Company shall notify ATLA 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;
 - (b) in such cases (other than circumstances set out in the clause 13.6(c)) the Native Title Party and ATLA shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Company 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 Company; and
 - (c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by the Company in accordance with clause 13.6(a) the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

14. Budgets and Payment by the Company for Clearance Work

- 14.1 ATLA must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to clause 10.1 submit to the Company a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Company and ATLA to negotiate and agree a Budget.
- 14.2 Budgets must be proposed in substantially the form set out in Schedule 5 and be negotiated, agreed and adopted by the Company and ATLA in writing within seven (7) days of ATLA providing a proposed Budget to the Company.
- 14.3 [The Company will make payment of expenditure in accordance with the agreed Budget to ATLA as follows:
- (a) Budgeted costs in respect of Scouting Team member attendance, travel and accommodation costs, at the conclusion of the Clearance; and
 - (b) Specialist attendance, travel and accommodation costs within fourteen (14)

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- days of receiving an invoice in respect of the same; and
- (c) Administration costs, within fourteen (14) days of receipt of the Report and an invoice of all expenditure.
- 14.4 The Company must pay all reasonable costs, fees, disbursements and expenses incurred by ATLA 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 Company will reimburse ATLA in accordance with an agreed Budget for ATLA's reasonable costs for, inter alia:
- (a) the provision of suitable camping facilities and food for the Scouting Team;
 - (b) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts;
 - (c) vehicle insurance, fuel and costs of any necessary and unavoidable repair required;
- in accordance with the Budget]
- 14.5 IN the event that there are at any time more persons forming part of the Scouting Team than specified in the Budget then the Company shall not be responsible for the expense of the additional person, unless otherwise agreed between the parties.
- 14.6 All monies payable by the Company pursuant to a Budget shall be paid to ATLA or to any legal representative from time to time notified by the Native Title Party to the Company. A receipt from ATLA or such legal representative shall be a full and sufficient discharge to the Company for any payments so made.
- 14.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Company and any person employed or engaged by ATLA to form part of any Scouting Team arises 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 Company. The Native Title Party and ATLA will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986*, the *Occupational Health, Safety and Welfare Act 1986*, the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997* as appropriate and any other legislation relevant to the terms or basis upon which ATLA engages or retains any person for the purposes of performing its obligations under this Agreement.
- 14.8 The Company 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 Company, its employees, contractors or subcontractors.
- 14.9 The Company may nominate the use of such of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.

15. Removal of Employees

- 15.1 Unless ATLA otherwise agrees, the Company shall take all reasonable steps to ensure prompt removal from the Licence Area of any contractor, employee, agent, or visitor of the Company, who:
- (a) has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance;
 - (b) has recklessly or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with clauses 11, 12 and 13 and Schedule 3 except where there is no damage to the interests of

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- the Native Title Party; and
 - (c) has acted in a disorderly manner on the Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to member of the Native Title Claim Group.
- 15.2 In the event of a dispute between ATLA and the Company as to whether a person has acted in a manner justifying the removal from the Licence Area the matter shall be referred pursuant to clause 27 for resolution.

16. Instruction in Aboriginal Culture

- 16.1 The Company will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by this Agreement to ensure those person have an awareness and an understanding of:
 - (a) native title
 - (b) their obligations under the *Aboriginal Heritage Act 1988 (South Australia)*, the *Aboriginal and Torres Strait Islander Heritage Protection Act (1984) (Cth)*, the *Native Title Act* and this Agreement in relation to avoiding disturbance, damage and interference to any Area of Significance; and
 - (c) any other matters of which those persons are required to be cognisant by this Agreement.
- 16.2 Appropriate education for the purposes of paragraph 16.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.
- 16.3 An archaeologist to be engaged for the purpose of carrying out the education functions specified in this clause shall be nominated by the Company with the concurrence of ATLA (which concurrence shall not be unreasonably withheld).
- 16.4 The Company shall promote among non-Aboriginal people employed in Petroleum Operations knowledge, understanding and respect for the tradition and culture of the Native Title Claim Group.
- 16.5 The Company shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Company.
- 16.6 The Company shall consult and have regard to the views of the ATLA in relation to the formulation and presentation of the instruction referred to in the previous paragraphs of this clause.
- 16.7 ATLA shall, whenever so requested by the Company give all reasonable assistance to the Company in attaining the objectives of this clause and shall be reimbursed by the Company for all reasonable expense incurred by it in so doing.

17. Company Covenants

The Company covenants with the Native Title Party that:

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

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- 17.2 Where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Claim Group, ATLA and persons accompanying them, relevant:
- (a) Driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and
 - (b) Induction procedures to meet all necessary workplace health and safety requirements
- as the Company normally provides to, or usually requires of, persons attending locations under the control of the Company
- 17.3 if at any time in the course of carrying out Petroleum Operations the Company (despite a Clearance) identifies any burial site or any archaeological or historical site or object, or any site or object which the Company suspects to be an Area of Significance or Aboriginal object or remains, then in addition to obligations under the *Aboriginal Heritage Act 1988 (South Australia)* and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)* the Company will promptly report the location of such site or object to the Native Title Party.
- 17.4 the location of the site or object will be treated by the Company 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.

18. Native Title Party' Covenants

The Native Title Party and ATLA covenant with the Company that the Native Title Claim Group and ATLA shall:

- 18.1 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;
- 18.2 not lodge or make any objection to any grant to the Company pursuant to the Petroleum Act unless the Company is and continues to be in breach of an Essential Term;
- 18.3 actively support the Company's efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions thereof) as are or will be necessary to support the interests of the Company in furthering the Project under any current, new or amended legislation, unless the Company is and continues to be in breach of an Essential Term;
- 18.4 actively assist the Company where a Native Title Claim is made by any Aboriginal person not bound by this Agreement over:
- (a) any part of the Licence Area; or
 - (b) any other area utilised or intended to be utilised in relation to the Project to support the application of this Agreement in relation to Petroleum Operations and the Project (or either of them);
- 18.5 refrain from doing any act which would impede, hinder or prevent the Company from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Agreement; and
- 18.6 in the course of performing their obligations pursuant to this agreement observe all Applicable Law.

19. Rights of the Native Title Party

- 19.1 The Company acknowledges that those members of the Native Title Claim Group have the right (pursuant to section 47 of the *Pastoral Lands Management and Conservation Act 1989*) except where their presence may cause danger to health and

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safety, or where their presence may interfere with the conduct of efficient Petroleum Operations:

- (a) to move freely throughout Operational Areas including all roads thereon;
 - (b) to pursue customary and traditional activities in the Operational Areas.
- 19.2 The Native Title Claim Group, its members and agents shall be permitted the use of all roads constructed for the purpose of Petroleum Operations provided such use does not interfere with the conduct of efficient Petroleum Operations.
- 19.3 The use of roads in accordance with this clause shall be subject to reasonable control by the Company for the purpose of safety and to priority of use by the Company for the purpose of Petroleum Operations without the Company undertaking any liability for such use.
- 19.4 ATLA shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Native Title Party's and ATLA's obligations under this Agreement save that any Specialist engaged by ATLA for assistance with Clearances must be engaged with the concurrence of the Company in accordance with paragraph 12.3(a).

20. Rights of the Company

- 20.1 The Company's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms of grant of the Licence.
- 20.2 In the exercise of that right the Company undertakes to observe and perform the terms of this Agreement and neither the Native Title Party nor ATLA will not cause the Company disturbance or interruption in the course of exercising that right and the discharge of the Company's legal obligations and duties in respect thereof, in particular under the Petroleum Act and the Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.
- 20.3 In the event of any emergency situation occurring on a Licence Area at any time the Company may take such measures as it considers necessary in the circumstances in which case the provisions contained in clauses 11, 12 and 13 and Schedule 3 do not apply. The Company shall notify as soon as reasonably practicable ATLA of the emergency situation, and after the emergency consult with ATLA in relation to further measures to be taken in respect thereof.

21. Reversion of Infrastructure

Within the period of twelve (12) calendar months (or such other time as may be agreed between the parties) after the Company ceases to have any right to conduct operations in the Licence Area, the Company 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 capable of removal other than those which the Company, any lessee of the land containing the Licence Area, all government regulatory agencies and ATLA agree may remain thereon.

22. Field Development and Production

The parties acknowledge that at any time during or after completion of the Petroleum Operations carried out pursuant to a Licence, the Company may wish to apply for further or other Licences under the Petroleum Act in respect of the whole or any part of the Licence Area. In the event of the Company so applying, and any further or other Licence being granted by the Minister, unless the parties otherwise agree, the provisions of this Agreement

ANCILLARY AGREEMENT

shall apply *mutatis mutandis* in relation to the conduct of Petroleum Operations on the further or other Licence so granted.

23. Force Majeure

- 23.1 In the event that the performance of this Agreement by the Company or by the Native Title Party is prevented or delayed in whole or in part by acts of God, flood, fire or damage caused by lightening, storm, tempest, unseasonable rains, strikes, lockouts or other industrial disturbance, riots, blowouts, laws, rules, regulations, or directions of a governing body having jurisdiction over the Licence Area, religious or other ceremonial activities of members of the Native Title Claim Group, inability to obtain equipment or material or any other causes which by the exercise of due diligence that the party is unable to prevent or overcome ("force majeure"), this Agreement shall nevertheless continue and remain in force and effect but that party shall not be in default hereunder for as long as it continues to be prevented or delayed as aforesaid by such force majeure and the time within which such party is required to perform any work to satisfy any obligations hereunder shall be extended by a period equivalent to that during which such prevention or delay continues provided that:
- (a) the cause of the force majeure as far as possible shall be remedied with all reasonable dispatch by such party; and
 - (b) neither party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.
- 23.2 The party affected by any event of force majeure as aforesaid shall forthwith give notice in writing thereof to the other party of the occurrence of such event, the likely period of delay and the cessation thereof.

24. Assignment

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

25. Confidential Information

- 25.1 The Company agrees to keep confidential each and every Cultural Confidence of which it becomes aware.
- 25.2 The Native Title Party and ATLA agree to keep confidential all aspects of the Company's activities pertaining to a Licence of which it becomes aware

26. Goods and Services Tax

- 26.1 Subject to clause 26.3 the Company must pay to ATLA in respect of any taxable supply made to the Company pursuant to or in connection with this Agreement an amount equal to any GST which is payable by ATLA.
- 26.2 The GST on a taxable supply is the amount ascertained by multiplying

ANCILLARY AGREEMENT

- (a) the amount that would otherwise be payable under this Agreement in respect of the taxable supply if the GST payable were nil, by
 - (b) the prevailing rate of GST for that taxable supply.
- 26.3 The Company must pay to ATLA an amount equal to the GST on a taxable supply, provided ATLA has first issued to the Company a tax invoice, at the same time and in the same manner as it is required to pay any other amount to ATLA in respect of that taxable supply. If no other amount is payable by the Company to ATLA in respect of that taxable supply, the Company must pay to ATLA an amount equal to the GST on that taxable supply 28 days after the receipt by the Company of a tax invoice from ATLA.
- 26.4 For the purposes of the GST Act, the Company shall be regarded as having requested a tax invoice from ATLA 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.
- 26.5 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 ATLA becomes aware that the adjustment event has occurred.
- 26.6 ATLA will issue to the Company an adjustment note in respect of a supply that is subject to an adjustment event covered by clause 26.5 of this clause. Such adjustment note will be issued no later than 21 days after ATLA becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.
- 26.7 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 27 of this Agreement.
- 26.8 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.
- 26.9 In this clause 26:
 - (a) **“Adjustment Event”** means an adjustment event for the purposes of the GST Act and includes any matter or thing that arises out of any error, any decision of a court in relation to the GST Act or a related Act, any ruling issued by the Commissioner of Taxation, any audit of the tax affairs of ATLA or of the Company or the settlement of any dispute (including a dispute with the Commissioner of Taxation);
 - (b) **“Adjustment Note”, “GST”, “Price”, “Supply” “Tax Invoice” and “Taxable Supply”** have the same meanings as ascribed to those terms from time to time in the GST Act;
 - (c) **“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*;

27. Dispute Resolution

27.1 Guiding Principle

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

ANCILLARY AGREEMENT

27.2 Priority of Procedures

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

27.3 Notice of Dispute

Any party claiming that a dispute has arisen under this Agreement between the Company and either or both of the Native Title Party and ATLA ("**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.

27.4 Response to Dispute

Within fourteen (14) days after Respondent receives the 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.

27.5 Negotiations

Senior representatives designated pursuant to the preceding paragraphs of this clause must, within ten (10) days (or within such further period as the senior representatives may agree is appropriate) after the receipt of the notice referred to in clause 27.4 investigate, negotiate and endeavour to settle the dispute.

27.6 Mediation

- (a) If, within one (1) 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 6, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen (14) days, the mediator shall be appointed by the Minister for the time being responsible for the administration of the *Petroleum Act*.
- (b) The Minister (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:
 - (1) for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
 - (2) the statutory obligations and commercial imperatives of the Company;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:
 - (1) the parties' intentions in this Agreement for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
 - (2) the statutory obligations and commercial imperatives of the Company.
- (d) If within one (1) 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 (1) 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.

ANCILLARY AGREEMENT

(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 itself.

(g) In any case, each party shall bear its own costs for the mediation.

27.7 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.

28. Cessation of Activities

28.1 The Company shall notify the Native Title Party one (1) month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.

28.2 A surrender under clause 2 is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.

28.3 The Company shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.

28.4 Upon the surrender withdrawal revocation or cancellation of the Company's Licence in respect of the Licence Area:

(a) The Company shall pay to ATLA any monies then payable or accrued which are due to ATLA pursuant to this Agreement;

(b) each party shall remain liable to the other party in respect of any liability it has to the other as a consequence of any prior breach of this Agreement;

28.5 Nothing in this Agreement shall be construed as imposing an obligation on the Company to carry out or complete any Petroleum Operations;

28.6 Except as provided in clause 28.3 this Agreement shall terminate when the parties have complied with its terms and all Licences have terminated or have been surrendered, withdrawn, revoked, cancelled, as the case may be, in respect of the Licence Area;

28.7 The parties obligations under clauses 9.1, 9.2, 9.4, 17, 21 and 25 shall to the extent referred to therein survive any termination of this Agreement.

29. Employment Opportunities

The Company 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.

30. Notices

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

ANCILLARY AGREEMENT

Claimant's address: Adnyamathanha Native Title Claim Group
 C/- Johnston Withers
 17 Sturt Street
 Adelaide SA 5000
 Facsimile number: (08) 8231 1230

Company's address Meridian Resources Pty Ltd
 C/- 262-266 Pirie Street
 Adelaide SA 5000
 Facsimile number (08) 8

ATLA's Address Adnyamathanha Traditional Lands Association
 C/- Johnston Withers
 17 Sturt Street
 Adelaide SA 5000
 Facsimile number (08) 8231 1230

- 30.2 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.
- 30.3 In the event that any party changes its address for notices that party must advise the other parties in writing within seven (7) days of its new address, and from that time all parties must address any notices to the new address.

31. General

- 31.1 **Counterparts:** This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.
- 31.2 **Costs and Stamp Duty:** Each party will pay its own legal and other costs and expenses in connection with the preparation and completion of this Agreement, except for Stamp Duty which will be borne and paid by the Government Party.

EXECUTED by the parties as a Agreement.

SIGNED SEALED AND DELIVERED for
 and on behalf of each member of the Native)
 Title Party by the said **GORDON**)
COULTHARD in the presence of)

)
)
)

.....) **Gordon Coulthard**
 Witness)

Name:)

Address:)

.....)

Occupation:)

ANCILLARY AGREEMENT

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **ANGELINA**)
STUART in the presence of)

)
)
.....)
)

Witness)

Name:)

Address:)

.....)

Occupation:)

.....

Angelina Stuart

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **GERALDINE**)
ANDERSON in the presence of)

)
)
.....)
)

Witness)

Name:)

Address:)

.....)

Occupation:)

.....

Geraldine Anderson

ANCILLARY AGREEMENT

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **GERTIE JOHNSON**)
in the presence of)

)
)
.....)
Witness)

Name:)
Address:)
.....)
Occupation:)

.....
Gertie Johnson

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **MAY BUZZACOTT**)
in the presence of)

)
)
.....)
Witness)

Name:)
Address:)
.....)
Occupation:)

.....
May Buzzacott

ANCILLARY AGREEMENT

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **BEVERLEY**)
PATTERSON in the presence of)

)
)

.....)
Witness)

Name:)

Address:)

.....)

Occupation:)

.....

Beverley Patterson

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **STEWART**)
PATTERSON in the presence of)

)
)

.....)
Witness)

Name:)

Address:)

.....)

Occupation:)

.....

Stewart Patterson

ANCILLARY AGREEMENT

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **VINCENT**)
COULTHARD in the presence of)

)
)
.....)
Witness)

Name:)
Address:)
.....)
Occupation:)

.....
Vincent Coulthard

SIGNED SEALED AND DELIVERED for
and on behalf of each member of the Native)
Title Party by the said **MARK McKENZIE**)
in the presence of)

)
)
.....)
Witness)

Name:)
Address:)
.....)
Occupation:)

.....
Mark McKenzie

ANCILLARY AGREEMENT

THE COMMON SEAL of MERIDIAN)
RESOURCES PTY LTD was affixed in)
accordance with its Constitution in the)
presence of :)

.....)
Director)

Print Name:)

.....)
Director/ Secretary)

Print Name:)

Common Seal

THE COMMON SEAL of)
ADNYAMATHANHA TRADITIONAL)
LANDS ASSOCIATION (Aboriginal)
Corporation was affixed in accordance with)
its Constitution in the presence of :

.....)
Member)

Print Name:)

.....)
Member)

Print Name:)

.....)
Member)

Print Name:)

.....)
Member)

Print Name:)

.....)
Member)

Print Name:)

.....)
Member)

Print Name:)

Common Seal

ANCILLARY AGREEMENT

Schedule 1 : Description of the Licence Application Area

Proposal to Grant Exploration Licence

(Section 29)

NATIVE TITLE ACT 1993 (COMMONWEALTH)

The State of South Australia HEREBY GIVES NOTICE that the Minister for Mineral Resources Development, C/- Petroleum Group, Minerals and Energy Division, Department of Primary Industries and Resources SA, 7th Level, 101 Grenfell Street, Adelaide SA 5000 has received the following Exploration Licence application under the *Petroleum Act 2000*

NUMBER PELA 132

APPLICANT MERIDIAN RESOURCES PTY. LTD.

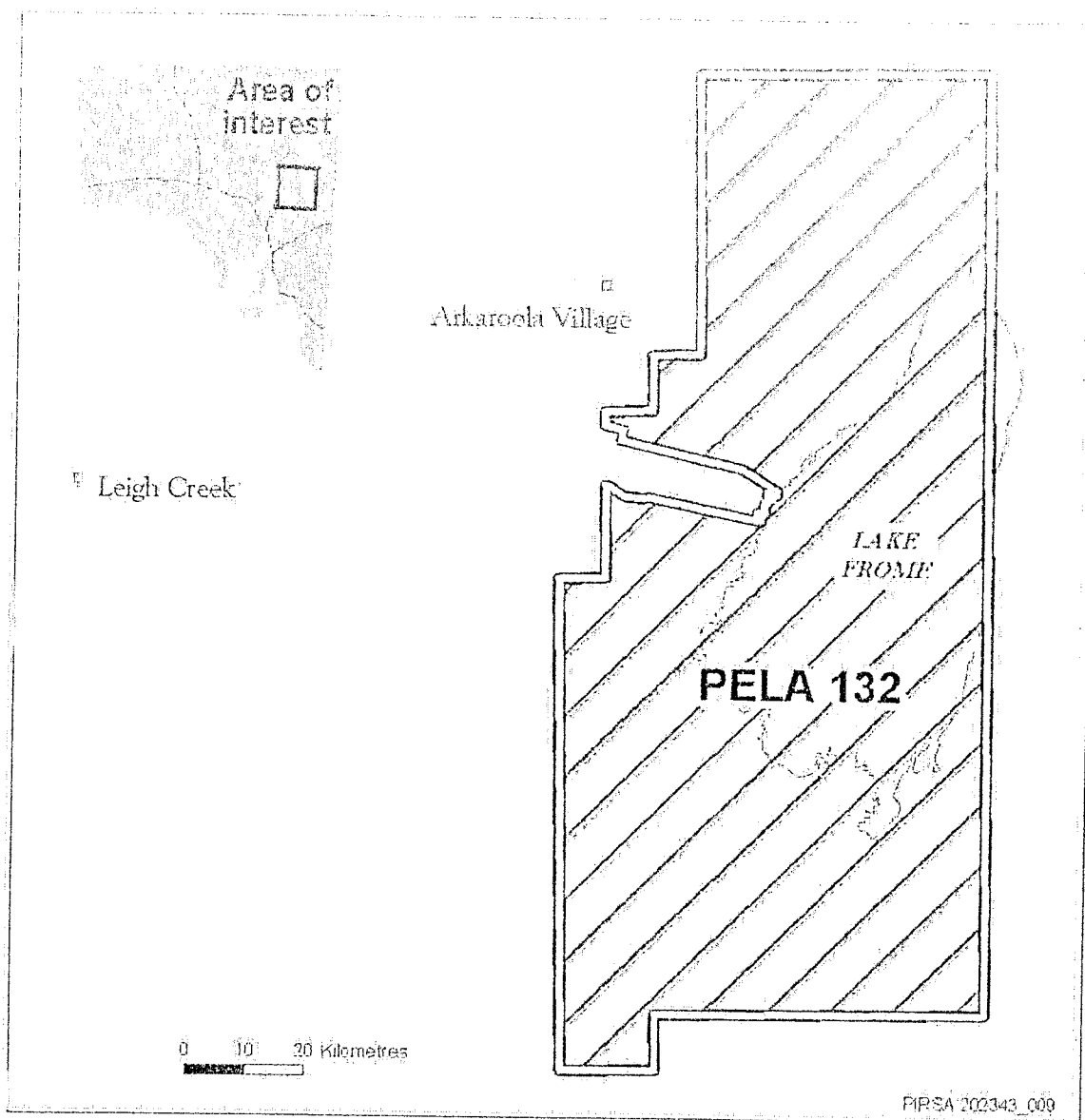
Description of Area:

All that part of the State of South Australia in the vicinity of Lake Frome (Central East, South Australia), bounded as follows:-

Commencing at a point being the intersection of latitude 30°00'00"S GDA94 and longitude 139°30'00"E GDA94, thence east to longitude 140°00'00"E GDA94, south to latitude 31°25'00"S GDA94, west to longitude 139°25'00"E GDA94, south to latitude 31°30'00"S GDA94, west to longitude 139°15'00"E GDA94, north to latitude 30°45'00"S GDA94, east to longitude 139°20'00"E GDA94, north to a southern boundary of the Gammon Ranges National Park, thence generally southeasterly, northeasterly and northwesterly along the boundary of the said National Park to longitude 139°20'00"E GDA94, north to latitude 30°30'00"S GDA94, east to longitude 139°25'00"E GDA94, north to latitude 30°25'00"S GDA94, east to longitude 139°30'00"E GDA94, and north to the point of commencement.

AREA: 9718 square kilometres approximately.

Locality: Refer to attached map



Nature of the acts: Grant of an Exploration Licence pursuant to the *Petroleum Act 2000* which authorises the applicant to explore for petroleum for a term of five (5) years from notification of grant and a right of renewal for a further two (2) five (5) year terms. The *Petroleum Act 2000* also provides a holder of an Exploration Licence with a right (subject to the *Petroleum Act 2000*), to apply for a Production Licence where a discovery that warrants production is made. Production Licence rights include the right to undertake regulated activities under the *Petroleum Act 2000* to enable the petroleum to be produced, processed, transported and marketed. The acts may also include the grant of appropriate Production, Retention or Associated Facilities Licences emanating from the issued Exploration Licence pursuant to the *Petroleum Act 2000* or any substituting legislation as well as any Speculative Survey Licences outside of but abutting the licensed area necessary for the recovery of petroleum within the licensed area.

Notification day: 22 December 2004

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

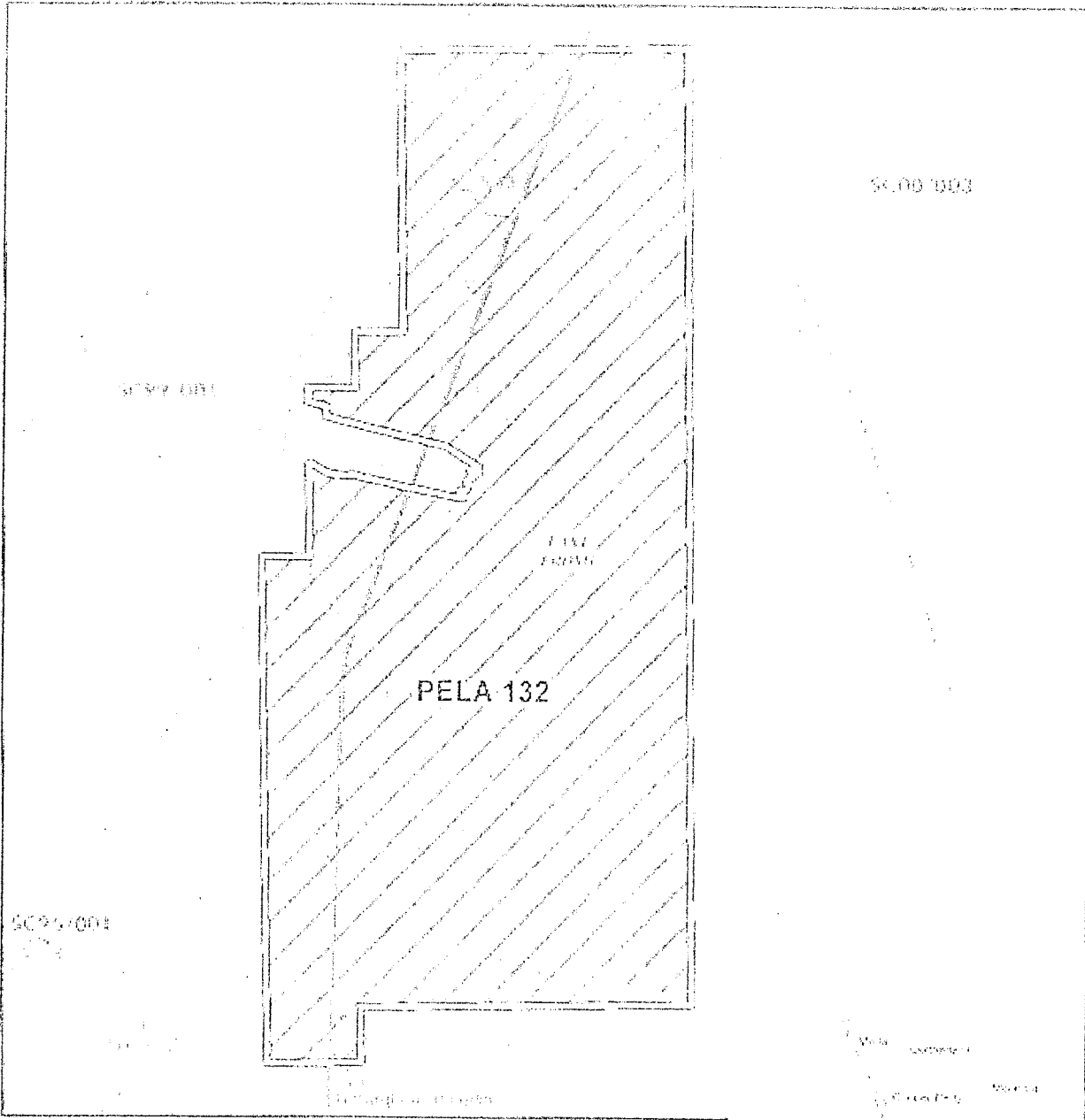
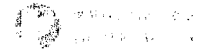
The three (3) month period closes on 22 March 2005. Any person who is, or becomes a native title party, is entitled to the negotiation and/or procedural rights provided in Part 2 Division 3 Subdivision P of the *Native Title Act 1993*. Enquiries in relation to becoming a native title party should be directed to the National Native Title Tribunal, Level 10, 91 Grenfell Street, Adelaide, SA 5000, telephone: (08) 8306 1230. Any negotiations conducted in respect to the Exploration

Licence will include matters relating to the conduct of any future production and associated infrastructure and facilities and the issue of the necessary licences or authorisations to undertake these activities (including associated exploration activities) under the *Petroleum Act 2000*.

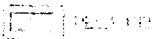
The Exploration Licence will be granted if, by the end of the period of four (4) months after the notification day (i.e. 22 April 2005) there is no native title party in relation to the area of the Exploration Licence.

For further information about the acts (including extracts of the plan showing the boundaries of the application), contact the Petroleum Group, Minerals and Energy Division, Department of Primary Industries and Resources SA, 7th Level, 101 Grenfell Street, Adelaide SA 5000, or telephone (08) 8463 3203.

South Australia
**PETROLEUM EXPLORATION
 LICENCE APPLICATION
 OVER NATIVE TITLE CLAIMANT AREA**



PETROLEUM TENEMENTS



PETROLEUM PDE 100/5

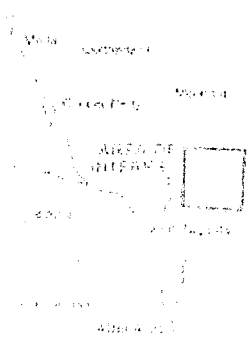
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CONSISTENT NATIVE TITLE CLAIMS

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TOPOGRAPHIC DETAIL

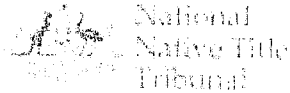
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Scale: 1:50,000
 Date: 10/10/2011
 Author: [Name]
 Project: PELA 132

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Schedule 2 : the Native Title Application



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Claimant application summary



Application name:	Adnyamathanha No.1
Application type:	Claimant application
State/Territory:	South Australia
Date filed:	15/01/1999
Register of Native Title Claims status:	Registered
Federal Court file no.:	SAD6001/98
Tribunal file no.:	SC99/1
Status:	Active
Approx area size:	81,999.406 sq km
Area description:	Flinders Ranges
ATSIC region(s):	Nulla Wimila Kulju Regional Council
Representative A/TSI Body area (s):	Aboriginal Legal Rights Movement Inc
Local government region(s):	District Council of Mount Remarkable District Council of Orroroo/Carrieton District Council of Peterborough Flinders Ranges Council Outback Areas Community Development Trust Unincorporated Areas - SA
Applicants' representative:	Johnston Withers & Associates
Notification status:	Notification Complete
Notification	01/11/2000

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Publications and Media

For definitions of specific native title words and terms see the Glossary.

closing date:

In mediation: Yes

Case manager: Greg Jervis

Member: B McFarlane
The Hon C J Sumner

[Text only version](#) | [Sitemap](#) | [Glossary](#) | [Links](#) | [Contact details](#)

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ANCILLARY AGREEMENT

Schedule 3 : Clearance Procedures

1. ATLA in consultation with the Native Title Party will provide a Scouting Team or Teams to undertake inspection and Clearing of locations for Petroleum Operations within the Licence Area if and when the requirement arises in accordance with clause 12 of this Agreement. [The composition of the Scouting Team or Teams may vary from time to time as determined by the Native Title Party in consultation with the Company provided that the Scouting Team or Teams will subject to clause 12.4 at no time comprise more than 8 members of the Native Title Claim Group.
2. ATLA 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 12.3(a) of this Agreement, will co-ordinate the Scouting Teams provided for in clause 12 of this Agreement and will be responsible for conveying the results of the Scouting Team's inspections and assessments for Clearance of the Company's proposed Petroleum Operations under the terms of this Agreement.
4. Subject to the terms of this Agreement the Native Title Party and ATLA 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 Company in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and ATLA will ensure that the Scouting Team operates on a regular work schedule that coincides with and accommodates the Company's work schedule.
5. Other than to the extent that the Company is arranging or providing for accommodation facilities to the Scouting Team (refer paragraph 8), ATLA will arrange suitable camping facilities for the Scouting Team.
6. ATLA in consultation with the Native Title Party will ensure that persons who are members of the Native Title Claim Group (but in any event not exceeding the number of persons agreed with the Company) 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 Company will provide or will arrange for the hire of 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 Company will reimburse ATLA in accordance with an agreed plan and Budget for ATLA's reasonable costs for:
 - 8.1 Employing the services of the persons comprising the Scouting Team; and
 - 8.2 [Providing accommodation and/or camping facilities and food to the Scouting Team;]in accordance with the scale set out in paragraph 10 herein.
9. In the event that there are at any time more persons performing part of a Scouting Team than agreed with the Company and accounted for in a Budget then the Company shall not be responsible for the expense of the additional persons in such group, unless otherwise agreed between the parties.
10. **Remuneration**
 - 10.1 **Scouting Team Members**
 - (a) Consultant fully qualified anthropologist – such daily rate as is agreed between the Company and the Specialist from time to time; and
 - (b) Claim Group member - \$375.00 per day subject to annual review with any increase in CPI, including necessary travelling time to and from a Licence Area.
 - (c) Accommodation for the Scouting Team as per agreed budget.

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10.2 *Food for Scouting Team:*

The Company will pay to ATLA such amount as may be agreed in accordance with camping and food allowance as set out in the Budget.

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Schedule 4 - Schedule of Events

Item	Events	Party responsible	Maximum period for Events (days)	Maximum cumulative Elapsed days
1	The Company submits request and proposed Work Program to Native Title Party (<i>clause 10.1</i>)	the Company	Not applicable	0
2	Preliminary meeting (<i>Clause 10.2</i>)	The Company and ATLA	14	14
3	ATLA arranges for 1 Anthropologist 2 Scouting Team 3 Proposed Clearance plan and Budget and presents to the Company (<i>Clauses 12 and 14.1</i>)	ATLA	7	21
4	Clearance plan and Budget meeting, Plan and Budget agreed (<i>Clauses 14.1 and 14.2</i>)	The Company and ATLA	7	28
5	Scouting Team and field logistics organised and Scouting Team mobilised to the field (<i>Clause 12.1</i>)	ATLA	12	40
6	Scouting Team completes field work and de-mobilises, notifies the Company (<i>Clause 13.1</i>)	ATLA	14	54
7	Report delivered to the Company (<i>Clause 13.1</i>)	ATLA	14	68

ANCILLARY AGREEMENT

Schedule 5 - Budget							
Explorer: Clearance for PEL number(s):				Date:			
Item	Description	Remarks	Units	Quantity	Unit Rate\$	Survey Costs	NOTES
Personnel							
	Specialist #1		days				
	Specialist #2		days				
	Scouting Team X		days		375.00		
1	TOTAL PERSONNEL						
Camping / Accommodation							
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
3	TOTAL ACCOMMODATION AND LOGISTICS						
Communications & Reporting: an allowance equivalent to 5% of total attendance fees payable to Scouting Team members							
4	TOTAL ADMINISTRATION						
5	SUB - TOTAL						
6	Contingency						
7	GST						
8	GRANT TOTAL						

ANCILLARY AGREEMENT

Schedule 6 - Guidelines to Mediation

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to clause 27.

1. Role of Mediator

- 1.1 The mediator will be neutral and impartial. The mediator will assist the parties to attempt to resolve the dispute by helping them to:
 - (a) systematically isolate the issues in dispute;
 - (b) develop options for the resolution of those issues;
 - (c) explore the usefulness of these options; and
 - (d) meet their interests and needs.
- 1.2 The mediator may meet with the parties together or separately.
- 1.3 The mediator will not give legal or other professional advice to any party, impose a resolution on any party or make a decision for any party.
- 1.4 The mediator will not accept an appointment in relation to any proceedings concerning the dispute.
- 1.5 Neither party will take action to cause the mediator to breach paragraph 1.4.

2. Conflict of Interest

The mediator must prior to commencement of mediation disclose to the parties to the best of the mediator's knowledge any prior dealings with any of the parties as well as any interest 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 cooperate in good faith with the mediator and each other during the mediation.

4. Conduct of Preliminary Conference

As part of the mediation, the mediator will establish a preliminary conference at a time and venue convenient to the parties to establish a timetable for mediation.

5. The parties must attend the mediation with authority to settle within any range that can reasonably be anticipated. At the mediation each party may have one or more other persons including legally qualified persons to assist and advise them.

6. Communications between Mediator and Parties

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

7. Confidentiality of the Mediation

The parties and the mediator will not disclose to anyone not involved in the mediation any information or document given to them during the mediation unless required by law to make such disclosure.

8. The parties and the mediator agree that other than in the course of enforcement of the settlement agreement for the dispute by judicial proceedings, the following will be privileged and will not be disclosed in or be the subject of a subpoena to give evidence or to produce documents in any proceedings in respect of the Dispute:

- 8.1 any settlement proposal whether made by a party or the mediator;
- 8.2 the willingness of a party to consider any such proposal;
- 8.3 any statement made by a party or the mediator during the mediation; and
- 8.4 any information prepared for the mediation.

9. Termination of the Mediation

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

10. Settlement of the Dispute

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

11. Enforcement of the Settlement Agreement

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

ANCILLARY AGREEMENT

may call evidence:

11.1 for the purposes of this clause; and

11.2 of the settlement agreement including evidence from the mediator and any other person engaged in the mediation.

12. **Exclusion of Liability**

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

13. **Costs**

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

ANCILLARY AGREEMENT

**THE ADNYAMATHANHA NATIVE TITLE CLAIM GROUP
("Native Title Applicants")**

and

**MERIDIAN RESOURCES PTY LTD
("Company")**

and

**ADNYAMATHANHA TRADITIONAL LANDS ASSOCIATION (ABORIGINAL CORPORATION)
("ATLA")**

**AGREEMENT PURSUANT TO SECTION 31
of the
*NATIVE TITLE ACT 1993***

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 132**

1. This Licence granted on 23 August 2007 is hereby entered on the public register.
2. Interests in the licence are:-

Meridian Resources Pty Ltd	100%
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3. Deed pursuant to Section 31 of the *Native Title Act 1993* dated 16 April 2007 between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Adnyamathanha People, Meridian Resources Pty Ltd and the Adnyamathanha Traditional Lands Association Aboriginal Corporation is hereby entered on the public register.



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

Date: 23 August 2007

Ref: 27/2/148

Petroleum Act 2000

PETROLEUM EXPLORATION LICENCE PEL 132

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:

Meridian Resources Pty Ltd
ACN 107 376 385

(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 22 August 2012 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

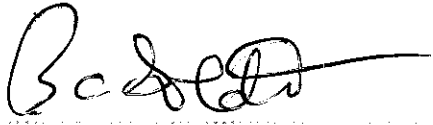
- 1 During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Year one exploratory operations are guaranteed and any subsequent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

Year of Term of Licence	Minimum Work Requirements
One	Geological and Geophysical studies
Two	Drill one well
Three	Acquire 50 km 2D seismic
Four	Geological and Geophysical studies
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, for the satisfaction of obligations arising under the Act or this licence, a security of \$50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security").
 - 3.1 The Security shall be lodged in the form of either;
 - (a) cash; or
 - (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,
 - 3.2 Interest will not be payable by the Minister to the Licensee on any cash Security.
 - 3.3 All charges incurred by the Licensee in obtaining and maintaining the Security, shall be met by the Licensee.
 - 3.4 If upon expiry, this Licence is not renewed and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensee.
4. The Licensee must:
 - (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
5. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.

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

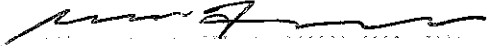
Date: 23 August 2007



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

Signed by the said LICENSEE

Date: 6 August 2007



Authorized Representative

Witness

M. W. MASON

Name

Name

Partner

Position

Position

Mason Steel Mezz

Company

Company

PETROLEUM EXPLORATION LICENCE

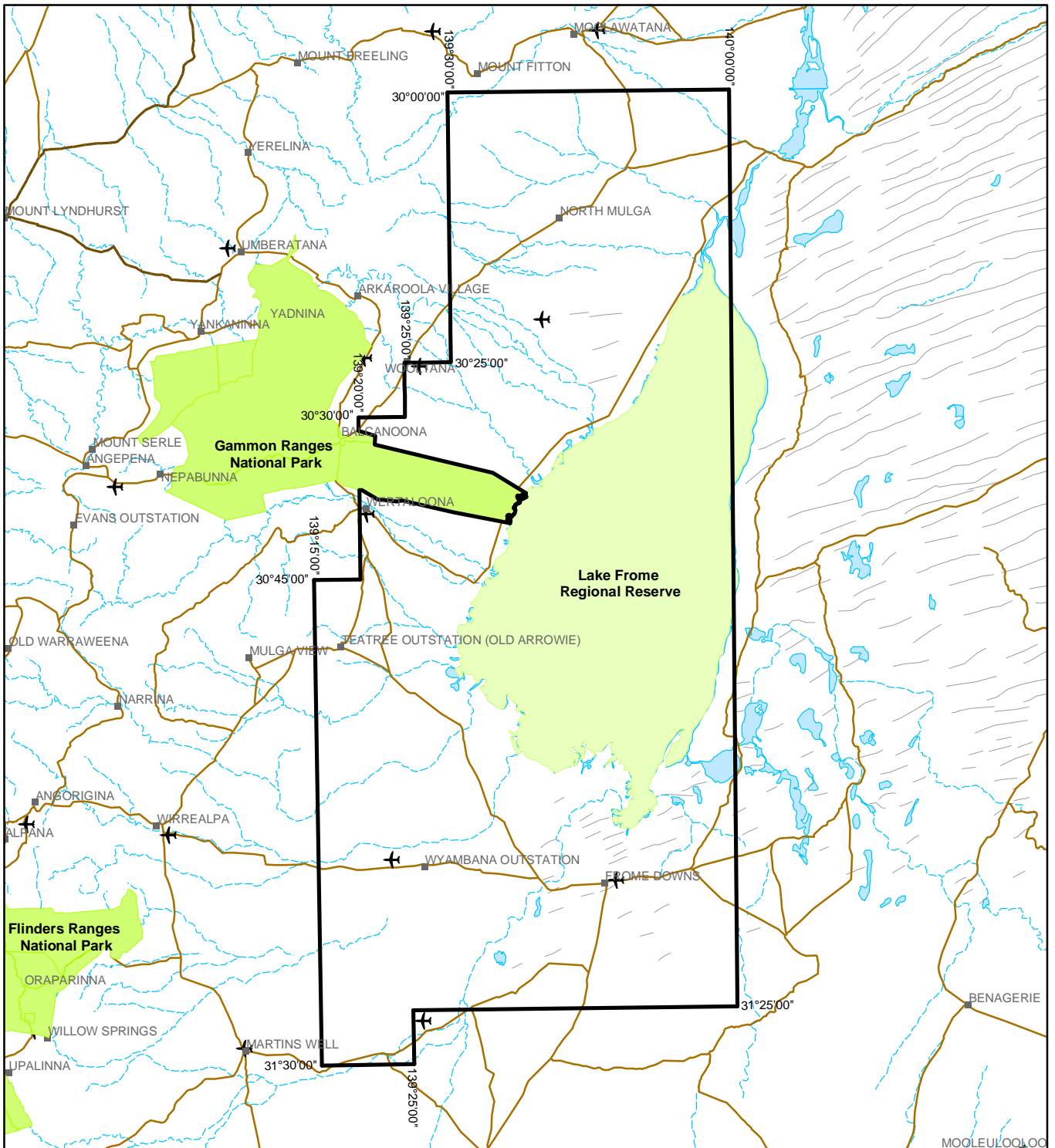
PEL 132

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 30°00'00"S GDA94 and longitude 139°30'00"E GDA94, thence east to longitude 140°00'00"E GDA94, south to latitude 31°25'00"S GDA94, west to longitude 139°25'00"E GDA94, south to latitude 31°30'00"S GDA94, west to longitude 139°15'00"E GDA94, north to latitude 30°45'00"S GDA94, east to longitude 139°20'00"E GDA94, north to a southern boundary of the Gammon Ranges National Park, thence generally southeasterly, northeasterly and northwesterly along the boundary of the said National Park to longitude 139°20'00"E GDA94, north to latitude 30°30'00"S GDA94, east to longitude 139°25'00"E GDA94, north to latitude 30°25'00"S GDA94, east to longitude 139°30'00"E GDA94, and north to the point of commencement.

AREA: 9718 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: 132



SR 27/2/148

AREA: 9718 sq km (approx)