INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM RETENTION LICENCE PRL 14

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1. 14 May 2007 — Grant of Petroleum Retention Licence PRL 14 (ex PEL 103)

   Interests: Innamincka Petroleum Limited 100%

   Expiry Date: 13 May 2012

2. 14 May 2007 — Memorandum entering the following documents on the public register:

   i. grant of PRL 14;

   ii. notation of receipt of Security;

   iii. Deed pursuant to Section 31 of the *Native Title Act 1993* dated 17 December 2002 between the Minister for Mineral Resources Development and the Yandruwandha/Yawarrawarrka people and Vernon E Faulconer Australia Inc and the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation);

   iv. Native Title Deed of Assumption dated 20 December 2006 between Vernon E Faulconer Australia Inc and Innamincka Petroleum Limited.
   Ref: SA 2007-08

   v. Notation of approval and registration of the following registrable dealing which was entered on the commercial register on 14 May 2007:
   - Farmout Agreement PEL 103, dated 11 December 2006 between Innamincka Petroleum Ltd and SCGAU Pty Ltd.
     Ref: SA 2007-09

3. 17 May 2007 — Gazettal of Grant of PRL 14

4. 28 January 2009 — Memorandum entering notation of the revision to security on the public register

5. 27 February 2009 — Memorandum entering notation of the following deeds on the public register:

   - Deed of Assignment dated 10 April 2007 between Innamincka Petroleum Limited and SCGAU Pty Limited.
     Ref: SA 2009-05

   Interests in PRL 14 are:

Innamincka Petroleum Limited	75%
SCGAU Pty Limited	25%

- Native Title Deed of Assumption dated 10 April 2007 between Innamincka Petroleum Limited and SCGAU Pty Limited.
  Ref: SA 2009-06

- Deed of Covenant - Overriding Royalty – R and P Wecker dated 10 April 2007 between Ross Wecker and Paula Wecker as trustees of the Wecker Family Trust, Innamincka Petroleum Limited and SCGAU Pty Limited.
  Ref: SA 2009-07

- Deed of Covenant - Overriding Royalty – GW Smith dated 10 April 2007 between Glen William Smith as trustee of the Smith Family Trust, Innamincka Petroleum Limited and SCGAU Pty Limited.
  Ref: SA 2009-08

6. 29 July 2009 — Memorandum entering notation of registration of the following deeds on the public register:

- Deed of Overriding Royalty dated 11 May 2000 between Vernon E Faulconer Australia Inc and the Wecker Family Trust.

- Deed of Overriding Royalty dated 11 May 2000 between Vernon E Faulconer Australia Inc and the Smith Marcello Family Trust.

7. 29 July 2009 — Memorandum entering notation of registration of the following deeds on the public register:

- Deed of Assignment of Overriding Royalties dated 8 January 2009 between Innamincka Petroleum Limited and the Wecker Family Trust.
  Ref: SA 2009-23

- Deed of Assignment of Overriding Royalties dated 8 January 2009 between Innamincka Petroleum Limited and the Smith Marcello Family Trust.
  Ref: SA 2009-24

8. 26 May 2010 — Memorandum entering notation of the following registrable document on the public register:

- Farmin Agreement – Cooper Basin dated 19 January 2009 between Innamincka Petroleum Limited and AGL Energy Limited.
  Ref: SA 2010-24

- PRL 14 transfer dated 13 February 2009 between Innamincka Petroleum Limited, AGL Energy Limited and SCGAU Pty Limited.
  Ref: SA 2010-28

  Interests in PRL 14 are:

Innamincka Petroleum Limited	37.5%
AGL Energy Limited	37.5%
SCGAU Pty Limited	25.0%

9. 21 September 2010 Variation of licence conditions.

10. 21 September 2010 Memorandum entering variation of licence condition on the public register

11. 26 May 2011 Memorandum entering notation of the following registrable dealings on the public register.

- Settlement and Asset Sale Agreement dated 4 March 2011 between SCGAU Pty Ltd and Innamincka Petroleum Limited.
  Ref: SA 2011-26

- Transfer dated 4 March 2011 transferring interest in PRL 14 between SCGAU Pty Ltd and Innamincka Petroleum Limited.

  Interests in the licence are:

Innamincka Petroleum Limited	62.5%
AGL Energy Limited	37.5%

  Ref: SA 2011-28

12. 15 August 2011 Memorandum entering notation of change of company name on the public register.

From: Innamincka Petroleum Limited
To: Acer Energy Limited

13. 15 August 2011 Certificate of Registration on Change of Name.

14. 20 February 2012 Memorandum entering notation of the following registrable documents on the public register:

- Sale and Purchase Agreement – Cooper Basin Sale Interests dated 5 December 2011 between AGL Energy Limited and Acer Energy Limited.
  Ref: SA 2012-05

- Deed of Termination and Release – Farmin Agreement – Cooper Basin dated 5 December 2011 between Acer Energy Limited and AGL Energy Limited.
  Ref: SA 2012-06

- Deed of Assignment and Assumption – PEL 103 JVA dated 5 December 2011 between Acer Energy Limited and AGL Energy Limited.
  Ref: SA 2012-10

- Deed of Assumption – Native Title Agreement (PEL 103) dated 5 December 2011 between Acer Energy Limited and AGL Energy Limited.
  Ref: SA 2012-11

- Deed of Assumption – Ancillary Agreement (PEL 103) dated 5 December 2011 between Acer Energy Limited and AGL Energy Limited.
  Ref: SA 2012-12

- Transfer – PRL 14 dated 5 December 2011 between AGL Energy Limited and Acer Energy Limited.
  Ref: SA 2012-13

Interests in the licence are:

Acer Energy Limited	100%

15. 23 March 2012 — Renewal of licence

    Expiry date of PRL 14 is now 13 May 2017

    Interest in the licence:

Acer Energy Limited	100%

16. 23 March 2012 — Memorandum entering renewal of licence, effective from 14 May 2012 on the public register.

17. 7 March 2013 — Memorandum entering notation of the following registrable dealing on the public register.

    Deed of Assignment and Assumption Royalty Agreements dated 13 November 2012 between Acer Energy Limited, AGL Energy Limited and Vernon E. Faulconer Australia Inc.
    Ref: SA 2013-08

18.	17 July 2014	Certification of Registration on Conversion to a Proprietary Company dated 7 June 2013. From: Acer Energy Limited To: Acer Energy Pty Limited
19.	17 July 2014	Memorandum entering notation of change of company name on the public register.
20.	18 October 2016	Memorandum entering notation of the revision to security on the public register.
21.	8 May 2017	Renewal of licence Expiry date of PRL 14 is now 13 May 2022 Interest in the licence: Acer Energy Pty Limited 100%
22.	8 May 2017	Memorandum entering renewal of licence, effective from 14 May 2017 on the public register.
23.	12 March 2019	Memorandum entering notation of the following registrable dealings on the public register: Sale and purchase Agreement Innamincka Dome dated 5 July 2018 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Limited. Ref: SA 2019-02 Interests in the licence are: Red Sky Energy (NT) Pty Limited 100% Letter Amending the Sale and Purchase Agreement dated 14 January 2019 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Limited. Ref: SA 2019-03 Letter Amending the Sale and Purchase Agreement dated 4 February 2019 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Limited. Ref: SA 2019-04 Side Letter Amending the Sale and Purchase Agreement dated 27 February 2019 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Limited. Ref: SA 2019-05

24. 27 March 2019 — Memorandum entering notation of the following registrable dealings on the public register:

Native Title Deed of Assignment and Assumption – PEL 103 dated 18 March 2019 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Limited.
Ref: SA 2019-06

Deed of Assignment and Assumption – Royalty Agreements dated 18 March 2019 between Acer Energy Pty Limited, Red Sky Energy (NT) Pty Limited and Vernon E. Faulconer Australia, Inc.
Ref: SA 2019-07

25. 30 April 2019 — Suspension of licence for the period 16 April 2019 to 10 October 2019 inclusive.

PRL 14 is now due to expire on 12 November 2022.

26. 30 April 2019 — Memorandum entering suspension of licence on the public register.

27. 9 May 2019 — Gazettal of suspension of licence.

28. 11 September 2019 — Memorandum entering notation of the following registrable dealings on the public register:

Farmout Agreement – Innamincka Dome dated 10 September 2019 between Red Sky Energy (NT) Pty Ltd and Santos QNT Pty Ltd.
Ref: SA 2019-16

Deed of Assignment and Assumption – Farmin Interest (PRLs 14, 17, 18, 180, 181 and 182) dated 10 September 2019 between Red Sky Energy (NT) Pty Limited and Santos QNT Pty Ltd.
Ref: SA 2019-17

Interests in the licence are:

Santos QNT Pty Ltd	80%
Red Sky Energy (NT) Pty Ltd	20%

Native Title Deed of Assignment and Assumption – PEL 103 dated 10 September 2019 between Red Sky Energy (NT) Pty Limited and Santos QNT Pty Ltd.
Ref: SA 2019-18

Deed of Assignment and Assumption – Royalty Agreements dated 10 September 2019 between Red Sky Energy (NT) Pty Limited and Santos QNT Pty Ltd.
Ref: SA 2019-19

		Deed of Guarantee dated 10 September 2019 between Red Sky Energy Limited and Santos QNT Pty Ltd. Ref: SA 2019-20
29.	11 September 2019	Memorandum entering notation of the release of security on the public register.
30.	11 September 2019	Memorandum entering notation of the receipt of security on the public register.
31	27 September 2019	Memorandum entering notation of the following registrable dealings on the public register: Deed of Termination dated 30 August 2019 between Acer Energy Pty Limited as Grantor and Grantee to the Deed of Overriding Royalty dated 11 May 2000 originally between Vernon E. Faulconer Australia Inc and Paula Wecker as trustee of the Wecker Family Trust. Ref: SA 2019-21 Deed of Termination dated 30 August 2019 between Acer Energy Pty Limited as Grantor and Grantee to the Deed Overriding Royalty dated 11 May 2000 originally between Vernon E. Faulconer Australia Inc and Glen William Smith and Juanita Maria Monique Marcello as trustees of the Smith Marcello Family Trust. Ref: SA 2019-22
32.	2 April 2020	Memorandum entering notation of the following registrable dealings on the public register: Yarrow-Flax-Juniper Joint Operating Agreement dated 23 March 2020 between Santos QNT Pty Ltd and Red Sky Energy (NT) Pty Ltd. Ref: SA 2020-05 Deed of Cross Security – PRLs 14, 17, 18, 180, 181 and 182 dated 23 March 2020 between Santos QNT Pty Ltd and Red Sky Energy (NT) Pty Ltd. Ref: SA 2020-06
33.	17 June 2020	Variation of work program and variation of licence conditions.
34.	17 June 2020	Memorandum entering variation of work program and variation of licence conditions on the public register.
35.	14 July 2020	Suspension of licence for the period from and including 19 May 2020 to 18 May 2021. PRL 14 is now due to expire on 12 November 2023.

36.	14 July 2020	Memorandum entering the suspension of licence on the public register.
37.	23 July 2020	Gazettal of suspension of licence.

'Lake Eyre Basin Agreement Area' has the same meaning as in the Agreement in the *Lake Eyre Basin (Intergovernmental Agreement) Act 2001*;

'licence area' means the area of an aquaculture licence issued under the *Aquaculture Act 2001* (as described on the public register kept under that Act);

'Murray-Darling basin' has the same meaning as in the Agreement in the *Murray-Darling Basin Act 1993*;

'native freshwater finfish' means freshwater finfish native to the waters of the State;

Note-

See Robinson, AC, Casperson KD and Hutchinson, MN, *A list of the Vertebrates of South Australia* published by the Department for Environment and Heritage, South Australia (2000)

'prescribed marine or freshwater finfish' means fish of any of the following species:

Lates calcarifer (barramundi)

Macquaria colonorum (estuary perch)

Macquaria novemaculeata (Australian bass)

Oxye/eotris lineo/atus (sleepy cod)

Tandanus tandanus (eel tailed catfish)

or any other fish known to be susceptible to betanodovirus (viral encephalopathy and retinopathy);

'protected finfish' means:

(a) finfish that are a protected species under the *Fisheries Management Act 2007*;

(b) finfish that are an endangered species or vulnerable species under the *National Parks and Wildlife Act 1972*;

'salmonids' means all species within the family Salmonidae;

'semi-closed system' means a system of aquaculture involving control of the movement of aquaculture stock and incomplete control of water used for aquaculture (for example, ponds or races);

'semi-open system' means a system of aquaculture involving control of the movement of aquaculture stock but no control over the flow of water used for aquaculture (for example, nets or pens in the sea, contained shellfish growout);

'State' means the State of South Australia;

'translocation protocol' means the South Australian Translocation Protocol for Aquaculture Stock approved by, and available from, the Chief Inspector of Stock, 33 Flemington Street, Glenside, S.A. 5065, or GPO Box 1671, Adelaide S.A. 5001 or by telephone (08) 8207 7900;

'waters of the State' means waters that are within the limits of the State.

MENTAL HEALTH ACT 2009

Authorised Mental Health Professional

NOTICE is hereby given in accordance with Section 94(1) of the *Mental Health Act 2009*, that the Chief Psychiatrist has determined the following persons as an Authorised Mental Health Professional

Marcus Grimshaw
Devina Boston
Joanne Drummond
Rowena Kidd
Robyn Nelson

A person's determination as an Authorised Mental Health Professional expires three years after the commencement date.

Dated: 23 July 2020

DR J. BRAYLEY
Chief Psychiatrist

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Retention Licences—PRLs 14, 17, 18, 180, 181 and 182

Pursuant to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Licences have been suspended for the period 19 May 2020 to 18 May 2021 inclusive, pursuant to delegated powers dated 29 June 2018.

PRL 14 is now due to expire on 12 November 2023.
PRLs 17 and 18 are now due to expire on 28 April 2022.
PRLs 180, 181 and 182 are now due to expire on 21 May 2022.

Dated: 14 July 2020

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180, 181 and 182

1. Suspension of these licences is hereby entered on the public register.

Barry A Goldstein

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

Date: 14 July 2020

Ref: MER-2017/0213
F2015/000275
F2015/000444
F2015/000445

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180, 181 and 182

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department for Energy and Mining, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Dan van Holst Pellekaan, Minister for Energy and Mining (Minister), pursuant to delegated powers dated 29 June 2018 hereby suspend petroleum retention licences (PRLs) 14, 17, 18, 180, 181 and 182 for the period from 19 May 2020 to 18 May 2021 inclusive.

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

2. The expiry date of PRL 14 is now determined to be 12 November 2023.

3. The expiry date of PRLs 17 and 18 is now determined to be 28 April 2022.

4. The expiry date of PRLs 180, 181 and 182 is now determined to be 21 May 2022.

Dated: 14 July 2020

Barry A Goldstein

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17 and 18

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

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

Barry A Goldstein

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

Date: 17 June 2020

Ref: MER-2017/0213
F2015/000275

Petroleum and Geothermal Energy Act 2000
S.33(4)(b)
S.76(3)

VARIATION OF WORK PROGRAM
VARIATION OF LICENCE CONDITIONS

PETROLEUM RETENTION LICENCE
PRL 14

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

Santos QNT Pty Ltd
ACN 083 077 196

Red Sky Energy (NT) Pty Limited
ACN 139 733 805

With effect from 12 March 2019, the Description of Licence Area and Licence Conditions 1 to 8 are omitted and replaced by the following Conditions 1 to 19:

1. **DESCRIPTION OF LICENCE AREA**

The land comprised in this Licence is that part of the State of South Australia described in the Schedule 1 of this Licence (the **"Licence Area"**).

2. **DEFINITIONS AND INTERPRETATION**

In this Licence unless the context otherwise requires:

2.1 **"Act"** means *Petroleum and Geothermal Energy Act 2000* as amended from time to time, and includes any regulations promulgated under that Act;

2.2 **"Eligible Activity"** means exploration and appraisal activities consisting of geological, geophysical, seismic, drilling and fracture stimulation activities undertaken within the Group Subject Area during the Term, and includes operations and activities that are necessary for, or reasonably incidental to, Eligible Activity and such other activities as the Minister may from time to time approve as Eligible Activities for the purposes of this Licence.

2.2.1 (for the avoidance of doubt) Eligible Activity includes:

(a) geological and geophysical assessment, seismic acquisition, processing and re-processing, drilling exploration wells, drilling appraisal wells and all logging, coring and flow testing in those wells required to establish the commerciality of discoveries;

(b) flow-line(s) from a well head, initial or extended production testing required to establish the commerciality of discoveries, and associated gathering facilities, tank storage, dewatering, pumping, truck load out facilities and flow-lines to a processing facility or transport facility (but not a shared bulk facility, other than for a pro-rata amount attributable to the Eligible Activity);

but excludes operations in respect of an area after production from the area becomes, with requisite certainty, commercially feasible;

2.3 **"Expenditure Period"** means:

2.3.1 in the first instance, the period commencing 12 March 2019 and ending on the day which is five (5) years after that date; and

2.3.2 in any subsequent instance, the period of five (5) years commencing on the day following the expiry of the preceding Expenditure Period;

subject to any surrender, expiry or period of suspension or extension of the Licence under the Act;

2.4 "**Force Majeure Event'** means an event which is beyond the reasonable control of the Licensees and which is not able to be overcome by the exercise of due diligence or prevented or avoided through prudent management processes, policies and precautions, including the use of alternate resources or the procuring of services from another source that are reasonably available, and work around plans to the extent practicable.

2.5 **"Group Subject Area"** means the area, from time to time, the subject of the petroleum retention licences granted to the Licensees, being petroleum retention licences numbered [14, 17, 18, 180, 181 and 182];

2.6 **"Licence"** means this petroleum retention licence and includes any Schedules or Annexures attached to it;

2.7 **"Licence Area"** has the meaning as set out in clause 1;

2.8 **"Overall Expenditure Target"** means, the amount determined in accordance with clause 12.1;

2.9 **"Term"** means the period during which this Licence is in operation being the term as determined in accordance with clause 3;

2.10 any term which used in this Licence which has a specific meaning in the Act, has that same meaning in this Licence;

2.11 a reference to a party includes that party's successors and permitted assigns;

2.12 where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;

2.13 a reference to legislation or a provision of legislation includes:

2.13.1 all regulations, orders or instruments issued under the legislation or provision; and

2.13.2 any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision.

2.14 a reference to two or more persons is a reference to those persons jointly and severally; and

2.15 a reference to dollars is to Australian dollars.

3. TERM AND RENEWAL

3.1 The term of this Licence is the period commencing on 14 May 2017 and, subject to the provisions of the Act, expiring on the day which is five (5) years after that date (**Term**).

3.2 The Licensees may apply for a further renewal of this Licence in accordance with the Act.

3.3 The Minister may grant a renewal of this Licence in accordance with the Act and with clause 3.4 of this Licence.

3.4 The Minister shall have regard to the following matters in considering an application for renewal together with any other matter the Minister considers relevant:

3.4.1 the Minister being satisfied as to the condition upon a renewal specified in section 32(2) of the Act; and.

3.4.2 the performance of, or compliance with the obligations under this Licence and the Act by the Licensees during the previous term to the reasonable satisfaction of the Minister.

4. AUTHORISED OPERATIONS

During the Term the Licensees are authorised to carry out in the Licence Area:

4.1 exploratory and appraisal operations for relevant regulated resources;

4.2 operations to establish the nature and extent of a discovery of regulated resources; and to establish the commercial feasibility of production and appropriate production techniques; and

4.3 such other regulated activities as are approved by the Minister from time to time.

5. DIVISION OF REGULATED ACTIVITIES

5.1 Pursuant to Section 74 of the Act the regulated activities to be carried out pursuant to this Licence are classified as low level official surveillance.

6. USE OF INFORMATION

Pursuant to Section 73 of the Act the Licensees hereby authorise the Minister:

6.1 to make use of information and records provided by the Licensees under the Act; and

6.2 to disclose information and records provided by the Licensees under this Act as authorised by the regulations made under the Act.

7. SECURITY

7.1 The Licensees shall during periods determined by the Minister, lodge and maintain with the Minister, in the form acceptable to the Minister, for the satisfaction of obligations arising under the Act or this Licence in respect of all of the petroleum retention licences within the Group Subject Area, a security of fifty thousand dollars ($50,000) or such greater sum as specified by the Minister from time to time throughout the Term (the **"Security"**).

7.2 The Security shall be lodged in the form of either:

7.2.1 cash; or

7.2.2 an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,

7.3 Interest will not be payable by the Minister to the Licensees on any Security.

7.4 All charges incurred by the Licensees in obtaining and maintaining the Security shall be met by the Licensees.

7.5 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 Licensees.

8. INSURANCE

8.1 The Licensees must:

8.1.1 effect and 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 Licensees for a sum not less than $20,000,000 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;

8.1.2 effect and maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensees for a sum not less than $10,000,000 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; and

8.1.3 upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs 8.1.1 and 8.1.2.

8.2 The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability. The Licensees acknowledge and agrees that it is the Licensees' responsibility to assess and consider the risks and scope of insurances required under this Licence.

9. PRODUCTION PAYMENTS

9.1 The Licensee shall upon production of a regulated resource from the Licence Area, comply with its obligations under Clause 7 of the Deed dated 17 December 2002 between the Licensee, the Minister, and the Yandruwandha/Yawarrawarrka People native title claimant party, entered into for the purposes of Section 31 of the *Native Title Act 1993*.

10. ENVIRONMENTAL IMPACT

10.1 The Licensees will ensure, when preparing an Environmental Impact Report under Part 12 of the Act, that the report also includes an assessment of the potential economic consequences for other licensees under the Act and owners of land (as defined in the Act), arising out of proposed regulated activities to be carried out in the Licence Area.

10.2 Pursuant to Section 75 of the Act the Licensees warrant that they have adequate technical and financial resources to ensure compliance with the Licensee's environmental obligations (including the rehabilitation of land adversely affected by regulated activities carried out under the Licence).

11. NO EXCLUSION OF WELL OR FACILITY LIABILITY

A contract or agreement entered into by the Licensees to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the Act cannot transfer, limit or exclude liability under the Act unless written consent of the Minister is obtained.

12. GROUP SUBJECT AREA - WORK PROGRAM COMMITMENTS AND SURRENDER OF AREAS

12.1 During the Expenditure Period, the Licensees shall carry out a minimum work program commensurate with Eligible Activity expenditure of $12.33 per square kilometre of the Group Subject Area per day, calculated as an aggregate required amount at the end of the Expenditure Period, or such other lesser aggregate required amount as may be agreed by the Minister (**Overall Expenditure Target**).

12.2 In the event that expenditure by the Licensees on Eligible Activity on or in respect of the Group Subject Area during the Expenditure Period is less than the Overall Expenditure Target, the sole consequence for the Licensees shall be that, with effect at the commencement of a subsequent Expenditure Period (or as soon as is practical thereafter), the Licensees will be required to surrender a percentage of the then Group Subject Area equivalent to the percentage of underspend relative to the Overall Expenditure Target.

12.3 In the event that the Licensees expenditure on Eligible Activity within the Group Subject Area during the Expenditure Period is in excess of the Overall Expenditure Target, the Licensees shall be allowed to carry forward any excess expenditure, and such excess expenditure may be credited against the Overall Expenditure Target required on Eligible Activity in any succeeding Expenditure Period of the Group Subject Area licences.

12.4 In satisfying its obligations in clause 12.1, the Licensees will have the right to determine in their absolute discretion the areas in which the Eligible Activity is undertaken within the Group Subject Area.

12.5 In the event that expenditure by the Licensees on Eligible Activity on or in respect of the Group Subject Area during the Expenditure Period is less than the Overall Expenditure Target:

(a) the Licensees will not be liable to pay the Minister any compensation in respect of loss or damage as a result of such shortfall (**Shortfall**) nor will the Licence, subject to the requirements of the Act, be subject to cancellation or variation as a result of the Shortfall (and the Minister releases the Licensees from any liability which the Licensees may otherwise have to the Minister for the Shortfall);

(b) the Shortfall shall not constitute a breach of the licence conditions; and

(c) the sole consequence of the Shortfall will be as provided in clause 12.2.

12.6 The Licensees will have the right to put a proposal in writing to the Minister which nominates the areas which are to be surrendered from the Group Subject Area in satisfaction of its obligation under clause 12.2 and, in that event, the Minister may accept the proposal in accordance with Section 89 of the Act.

13. ADDITIONAL SURRENDER

The Licensees may apply to surrender areas from this Licence from time to time throughout the Term in excess of those required to satisfy any surrender obligations arising under clause 12.2 by application to the Minister in accordance with Section 89 of the Act.

14. ACCOUNTS

The Licensees shall within three (3) months of the end of an Expenditure Period provide to the Minister an independently audited report of the Licensees expenditure on Eligible Activity in respect of the Group Subject Area during the preceding Expenditure Period.

15. CONFIGURATION OF SURRENDERED AREAS

The Licensees must ensure that in submitting an application for surrender pursuant to this Licence that the location of the area or areas applied for to be surrendered shall comprise where technically feasible and having regard to good oil and gas field practice the least number of separate areas or area, and of dimensions reasonably suitable for offering as exploration licences to a third party.

16. DIVESTMENT OF PETROLEUM RETENTION LICENCES

If:

16.1 the Licensees apply for an assignment of a Petroleum Retention Licence which is comprised within the Group Subject Area (**Group Area Licence**) pursuant to Section 114 of the Act, with the effect of the proposed assignment being the Licensees will no longer be licensees of the Group Area Licence;

16.2 the incoming assignee (**New Participant**) has agreed in writing to be bound by the expenditure target set out in clause 12.1 and the surrender undertaking set out in clause 12.2 in respect of the Group Area Licence (separate from the Group Subject Area); and

16.3 the assignment to the New Participant is approved by the Minister pursuant to the Act;

then the Group Area Licence will cease to form part of the Group Subject Area for the purpose of this Licence from the date on which the assignment of the interest from the Licensees is approved and registered by the Minister pursuant to Section 113 of the Act.

17. EFFECT OF A PETROLEUM PRODUCTION LICENCE BEING GRANTED

If a petroleum production licence is granted to the Licensees pursuant to the Act in respect of part only of the Licence Area, then the area of the production licence granted is excised from the Licence Area and this Licence continues in respect of the reduced area.

18. TERMINATION

This Licence may be suspended or cancelled in accordance with the Act.

19. FORCE MAJEURE

19.1 Where the Licensees are unable to perform (or cause to be performed) planned Eligible Activity in all or part(s) of the Group Subject Area during the Term by reason of a Force Majeure Event, then the Licensees may notify the Minister in writing of the occurrence of that Force Majeure Event and seek a proportional reduction in the Overall Expenditure Target.

19.2 If the Licensees issue a notice pursuant to clause 19.1, then the Minister may request such further information as the Minister requires in order to make a determination under this clause 19.

19.3 Provided that the Minister is satisfied that a reduction in the Overall Expenditure Target is not unreasonable in the circumstances (having regard to the nature of the event, its duration, the area affected and the impact on planned Eligible Activities and all other relevant matters) then the Minister will grant a reduction in the Overall Expenditure and will notify the Licensees in writing.

19.4 The Minister will keep a record of the duration (in days) of all sub-areas of the Group Subject Area that are agreed to be affected by a Force Majeure Event during which the Licensees are unable to perform (or cause to be performed) planned Eligible Activities.

19.5 The Licensees must:

(a) use all reasonable endeavours to work around or overcome the effect of the Force Majeure Event;

(b) keep the Minister informed of the continuation and expected duration of the Force Majeure Event and of measures taken to comply with this condition; and

(c) recommence performance of their obligations as soon as possible without delay after the Force Majeure Event has ceased to exist.

Dated: 17 June 2020

Barry A Goldstein

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

The following signatures evidence the consent of the Licensees to the variation of licence conditions of PRL 14 as set out in this document and made pursuant to Sections 33(4)(b) and 76(3) of the *Petroleum and Geothermal Energy Act 2000*.

EXECUTED for and on behalf of Santos QNT Pty Ltd (ACN 083 077 196)
By its authorised representative in the presence of:

.....
Signature of Authorised Representative

.....
Signature of Witness

Amanda Devonish
Company Secretary
.....
[Name of Authorised Representative]

JANA ROHACKOVA
.....
[Name of Witness]

EXECUTED by Red Sky Energy (NT) Pty Ltd (ACN 139 733 805)
in accordance with Section 127 of the
Corporations Act 2001 and its Constitution

.....
Signature of Director

.....
Signature of Secretary

Andrew Knox
.....
[Name of Director]

Adrien Wing
.....
[Name of Secretary]

Petroleum and Geothermal Energy Act 2000
S. 115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180, 181 and 182

SA 2020-05 Notation of registrable dealing as evidenced by Yarrow-Flax-Juniper Joint Operating Agreement dated 23 March 2020 between Santos QNT Pty Ltd and Red Sky Energy (NT) Pty Ltd is hereby entered on the public register.

SA 2020-06 Notation of registrable dealing as evidenced by Deed of Cross Security – PRLs 14, 17, 18, 180, 181 and 182 dated 23 March 2020 between Santos QNT Pty Ltd and Red Sky Energy (NT) Pty Ltd is hereby entered on the public register.

Barry A Goldstein

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

Date: 2 April 2020

Ref: MER-2017/0213
MERF2015/0275
MERF2015/0444
MERF2015/0445

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 173, 174, 180, 181 and 182

SA 2019-21 Notation of registrable dealing as evidenced by Deed of Termination dated 30 August 2019 between Acer Energy Pty Limited as Grantor and Grantee to the Deed of Overriding Royalty dated 11 May 2000 originally between Vernon E Faulconer Australia Inc and Paula Wecker as trustee of the Wecker Family Trust is hereby entered on the public register.

SA 2019-22 Notation of registrable dealing as evidenced by Deed of Termination dated 30 August 2019 between Acer Energy Pty Limited as Grantor and Grantee of the Deed of Overriding Royalty dated 11 May 2000 originally between Vernon E Faulconer Australia Inc and Glen William Smith and Juanita Maria Monique Marcello as trustees of the Smith Marcello Family Trust is hereby entered on the public register.

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

Date: 27 September 2019

Ref: MER-2017/0213
F2014/001100
F2015/000275
F2015/000444
F2015/000445

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180, 181 and 182

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

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

Date: 11 September 2019

Ref: MER-2017/0213
F2015/000275
F2015/000444
F2015/000445

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180, 181 and 182

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

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

Date: 11 September 2019

Ref: MER-2017/0213
F2015/000275
F2015/000444
F2015/000445

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180, 181 and 182

SA 2019-16 Notation of registrable dealing as evidenced by Farmout Agreement – Innamincka Dome dated 10 September 2019 between Red Sky Energy (NT) Pty Ltd and Santos QNT Pty Ltd is hereby entered on the public register.

SA 2019-17 Notation of registrable dealing as evidenced by Deed of Assignment and Assumption – Farmin Interest (PRLs 14, 17, 18, 180, 181 and 182) dated 10 September 2019 between Red Sky Energy (NT) Pty Limited and Santos QNT Pty Ltd is hereby entered on the public register.

Interests in the licences are:

Santos QNT Pty Ltd	80%
Red Sky Energy (NT) Pty Ltd	20%

SA 2019-18 Notation of registrable dealing as evidenced by Native Title Deed of Assignment and Assumption – PEL 103 dated 10 September 2019 between Red Sky Energy (NT) Pty Limited and Santos QNT Pty Ltd is hereby entered on the public register.

SA 2019-19 Notation of registrable dealing as evidenced by Deed of Assignment and Assumption – Royalty Agreements dated 10 September 2019 between Red Sky Energy (NT) Pty Limited and Santos QNT Pty Ltd is hereby entered on the public register.

SA 2019-20 Notation of registrable dealing as evidenced by Deed of Guarantee dated 10 September 2019 between Red Sky Energy Limited and Santos QNT Pty Ltd is hereby entered on the public register.

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

Date: 11 September 2019

Ref: MER-2017/0213
F2015/000275
F2015/000444
F2015/000445

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF PETROLEUM RETENTION LICENCES

PRLs 14, 17, 18, 180, 181 and 182

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Retention Licences have been suspended for the period 16 April 2019 to 15 October 2019 inclusive, pursuant to delegated powers dated 29 June 2018.

- The expiry date of PRL 14 is now determined to be 12 November 2022.
- The expiry date of PRL 17 is now determined to be 28 October 2020.
- The expiry date of PRL 18 is now determined to be 28 July 2020.
- The expiry date of PRLs 180, 181 and 182 is now determined to be 21 May 2021.

Dated: 30 April 2019

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180, 181 and 182

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

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

Date: 30 April 2019

Ref: MER-2017/00213
F2015/000275
F2015/000444
F2015/000445

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180, 181 and 182

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

(a) suspend petroleum retention licences PRLs 14, 17, 18, 180, 181 and 182 for the period from 16 April 2019 to 15 October 2019 inclusive.

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

2. The expiry date of PRL 14 is now determined to be 12 November 2022.

3. The expiry date of PRL 17 is now determined to be 28 October 2020.

4. The expiry date of PRL 18 is now determined to be 28 July 2020.

5. The expiry date of PRLs 180, 181 and 182 is now determined to be 21 May 2021.

Dated: 30 April 2019

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180 and 181

SA 2019-06 Notation of registrable dealing as evidenced by Native Title Deed of Assignment and Assumption – PEL 103 dated 18 March 2019 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Limited is hereby entered on the public register.

SA 2019-07 Notation of registrable dealing as evidenced by Deed of Assignment and Assumption – Royalty Agreements dated 18 March 2019 between Acer Energy Pty Limited, Red Sky Energy (NT) Pty Limited and Vernon E. Faulconer Australia, Inc is hereby entered on the public register.

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

Date: 27 March 2019

File: MER-2017/0213
F2015/000275
F2015/000444

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 180 and 181

SA 2019-02 Notation of registrable dealing as evidenced by Sale and Purchase Agreement Innamincka Dome dated 5 July 2018 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Limited is hereby entered on the public register.

Interests in the licences are:

Red Sky Energy (NT) Pty Limited 100%

SA 2019-03 Notation of registrable dealing as evidenced by Letter Amending the Sale and Purchase Agreement dated 14 January 2019 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Limited is hereby entered on the public register.

SA 2019-04 Notation of registrable dealing as evidenced by Letter Amending the Sale and Purchase Agreement dated 4 February 2019 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Ltd is hereby entered on the public register.

SA 2019-05 Notation of registrable dealing as evidenced by Side Letter Amending the Sale and Purchase Agreement dated 27 February 2019 between Acer Energy Pty Limited and Red Sky Energy (NT) Pty Ltd is hereby entered on the public register.

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

Date: 12 March 2019

File: MER-2017/0213
F2015/000275
F2015/000444
F2015/000445

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCE
PRL 14

1. Renewal of this licence effective from 14 May 2017 is hereby entered on the public register.

2. Interests in the licence are:

Acer Energy Pty Limited	100%

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

Date: 8 May 2017

File: MER-2017/0213

Petroleum and Geothermal Energy Act 2000

SECOND RENEWAL OF PETROLEUM RETENTION LICENCE PRL 14

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

Acer Energy Pty Limited
ACN 101 313 777

(hereinafter referred to as the Licensee) a Retention 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 with effect from 14 May 2017 and to expire on 13 May 2022 and carrying the right to renewal subject to the provisions of the *Petroleum and Geothermal Energy Act 2000*.

DESCRIPTION OF AREA

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

CONDITIONS

1. During the term of the licence, the Licensee is authorised to carry out in the licence area -
   (a) operations –
      (i) to establish the nature and extent of a discovery of regulated resources except a source of geothermal energy; and
      (ii) to establish the commercial feasibility of production and appropriate production techniques; and
      (iii) other regulated activities specified in the licence.

2. Pursuant to Section 74 of the Act the regulated activities to be carried out pursuant to this Licence are classified as requiring low level official surveillance.

3. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, in the form acceptable to the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of $50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security"). The Security shall be lodged in the form of either;
      (a) cash; or
      (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,

   3.1 Interest will not be payable by the Minister to the Licensee on any cash Security.

3.2 All charges incurred by the Licensee in obtaining and maintaining the Security shall be met by the Licensee.

3.3 If upon expiry, this Licence is not renewed and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensee.

4. The Licensee must:

(a) 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; and

(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 17 December 2002 between the Licensee, the Minister and the Yandruwandha/Yawarrawarrka People native title claimants, 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 and Geothermal Energy Act 2000*, that the report also includes an assessment of the potential economic consequences for other licensees under the *Petroleum and Geothermal Energy Act 2000* or *Mining Act 1971* and owners of land, arising out of proposed regulated activities to be carried out in the licence area.

8. A contract or agreement entered into by the licensee to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the *Petroleum Act 1940* or *Petroleum and Geothermal Energy Act 2000* cannot transfer, limit or exclude liability under the *Petroleum and Geothermal Energy Act 2000* unless written consent of the Minister is obtained.

Date: 8 May 2017

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

EXECUTED BY THE LICENSEE:

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

.....	.....
Signature of Director	Signature of Director/Secretary*
Matt Kay **Director**	CATHY OSTER COMPANY SECRETARY
.....	.....
[Print Name of Director]	[Print Name of Director/Secretary*] (*delete the inapplicable)

THE SCHEDULE

PETROLEUM RETENTION LICENCE

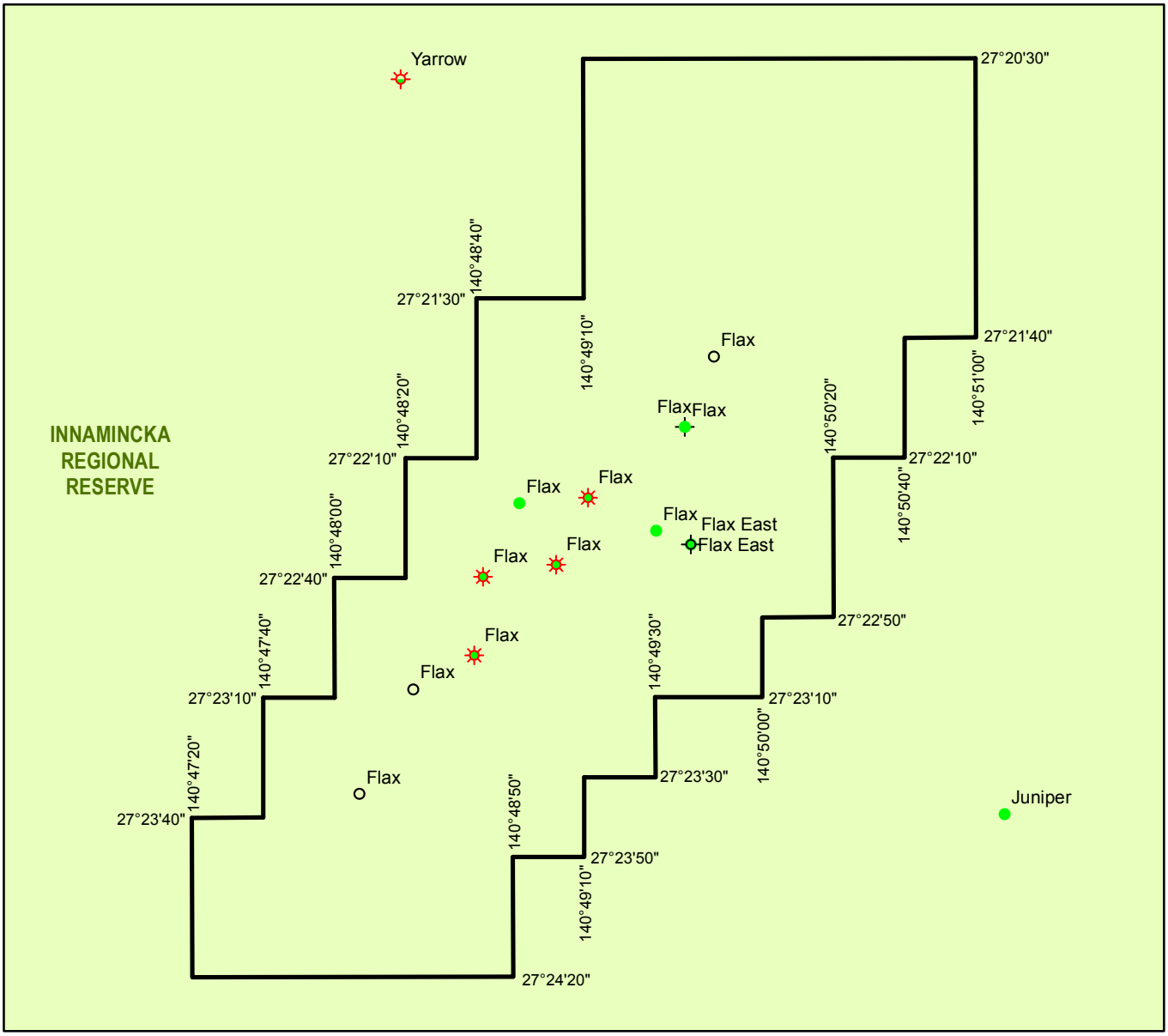
PRL 14

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 27°20'30"S GDA94 and longitude 140°49'10"E GDA94, thence east to longitude 140°51'00"E GDA94, south to latitude 27°21'40"S GDA94, west to longitude 140°50'40"E GDA94, south to latitude 27°22'10"S GDA94, west to longitude 140°50'20"E GDA94, south to latitude 27°22'50"S GDA94, west to longitude 140°50'00"E GDA94, south to latitude 27°23'10"S GDA94, west to longitude 140°49'30"E GDA94, south to latitude 27°23'30"S GDA94, west to longitude 140°49'10"E GDA94, south to latitude 27°23'50"S GDA94, west to longitude 140°48'50"E GDA94, south to latitude 27°24'20"S GDA94, west to longitude 140°47'20"E GDA94, north to latitude 27°23'40"S GDA94, east to longitude 140°47'40"E GDA94, north to latitude 27°23'10"S GDA94, east to longitude 140°48'00"E GDA94, north to latitude 27°22'40"S GDA94, east to longitude 140°48'20"E GDA94, north to latitude 27°22'10"S GDA94, east to longitude 140°48'40"E GDA94, north to latitude 27°21'30"S GDA94, east to longitude 140°49'10"E GDA94, and north to point of commencement.

AREA: **21.9** square kilometres approximately.



SCALE 1:50 000

1 0.5 0 1 2 3

Kilometres

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

FLAX FIELD

PETROLEUM RETENTION LICENCE NO: 14

Government of South Australia

SR 27/2/440 AREA: **21.9** sq km (approx)

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

GAS STORAGE EXPLORATION LICENCES
GSELs 652, 659 and 660

PETROLEUM RETENTION LICENCES
PRLs 14, 17, 18, 173, 174, 180, 181 and 182

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

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

Date: 18 October 2016

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 101 and 103

PETROLEUM RETENTION LICENCES
PRLs 14, 17 and 18

1. Notation of change of company name:

From:	Acer Energy Limited
To:	Acer Energy Pty Limited

is here by entered on the public register.

NICK PANAGOPOULOS
A/Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 17 July 2014

Refs: 27/2/181
27/2/183
27/2/440
27//2/538

Form 251

DRILLSEARCH ENERGY LIMITED
JEAM MOORE
Level 16
55 Clarence Street
SYDNEY NSW 2000

Remove this top section if desired before framing

Certificate of Registration on Conversion to a Proprietary Company

ASIC
Australian Securities & Investments Commission

This is to certify that

ACER ENERGY LIMITED

Australian Company Number 101 313 777

on the seventh day of June 2013 converted to a **proprietary** company.

The name of the company is now

ACER ENERGY PTY LIMITED

Australian Company Number 101 313 777

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

CERTIFICATE

Issued by the
Australian Securities and Investments Commission
on this seventh day of June, 2013.

Greg Medcraft
Chairman

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 101 and 103

PETROLEUM RETENTION LICENCES
PRLs 14, 17 and 18

SA 2013-08 Notation of registrable dealing as evidenced by Deed of Assignment and Assumption Royalty Agreements dated 13 November 2012 between Acer Energy Limited, AGL Energy Limited and Vernon E. Faulconer Australia, Inc is hereby entered on the public register.

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

Date: 7 March 2013

Ref: 27/2/181
27/2/183
27/2/440
27/2/538

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

RENEWAL OF
PETROLEUM RETENTION LICENCE
PRL 14

1. Renewal of this licence, effective from 14 May 2012 is hereby entered on the public register.

   Expiry date: 13 May 2017

2. Interests in the licence are:

   Acer Energy Limited 100%

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

Date: 23 March 2012

File: 27/2/440

Petroleum and Geothermal Energy Act 2000

FIRST RENEWAL OF PETROLEUM RETENTION LICENCE PRL 14

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 GRANT to:

Acer Energy Limited
ACN 101 313 777

(hereinafter referred to as the Licensee) a Retention 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 with effect from 14 May 2012 and to expire on 13 May 2017 and carrying the right to renewal subject to the provisions of the *Petroleum and Geothermal Energy Act 2000*.

DESCRIPTION OF AREA

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

CONDITIONS

1. During the term of the licence, the Licensee is authorised to carry out in the licence area -
   (a) operations –
      (i) to establish the nature and extent of a discovery of regulated resources except a source of geothermal energy; and
      (ii) to establish the commercial feasibility of production and appropriate production techniques; and
      (iii) other regulated activities specified in the licence.

2. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, in the form acceptable to the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of $50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security").
   2.1 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,
   2.2 Interest will not be payable by the Minister to the Licensee on any cash Security.
   2.3 All charges incurred by the Licensee in obtaining and maintaining the Security shall be met by the Licensee.
   2.4 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.

3. The Licensee must:

   (a) 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; and

   (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).

4. 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.

5. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 17 December 2002 between the Licensee, the Minister and the Yandruwandha/Yawarrawarrka People native title claimants, entered into for the purposes of Section 31 of the *Native Title Act 1993.*

6. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the *Petroleum and Geothermal Energy Act 2000*, that the report also includes an assessment of the potential economic consequences for other licensees under the *Petroleum and Geothermal Energy Act 2000* or *Mining Act 1971* and owners of land, arising out of proposed regulated activities to be carried out in the licence area.

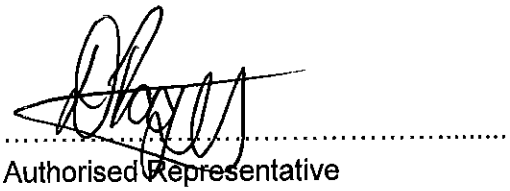
7. A contract or agreement entered into by the licensee to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the *Petroleum Act 1940* or *Petroleum and Geothermal Energy Act 2000* cannot transfer, limit or exclude liability under the *Petroleum and Geothermal Energy Act 2000* unless written consent of the Minister is obtained.

Date: 23 March 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

Signed by the said LICENSEE

Date: 6th March 2012



Authorised Representative

DARREN ROGERS

Name

CHIEF OPERATING OFFICER

Position

ACER ENERGY

Company

THE SCHEDULE

PETROLEUM RETENTION LICENCE

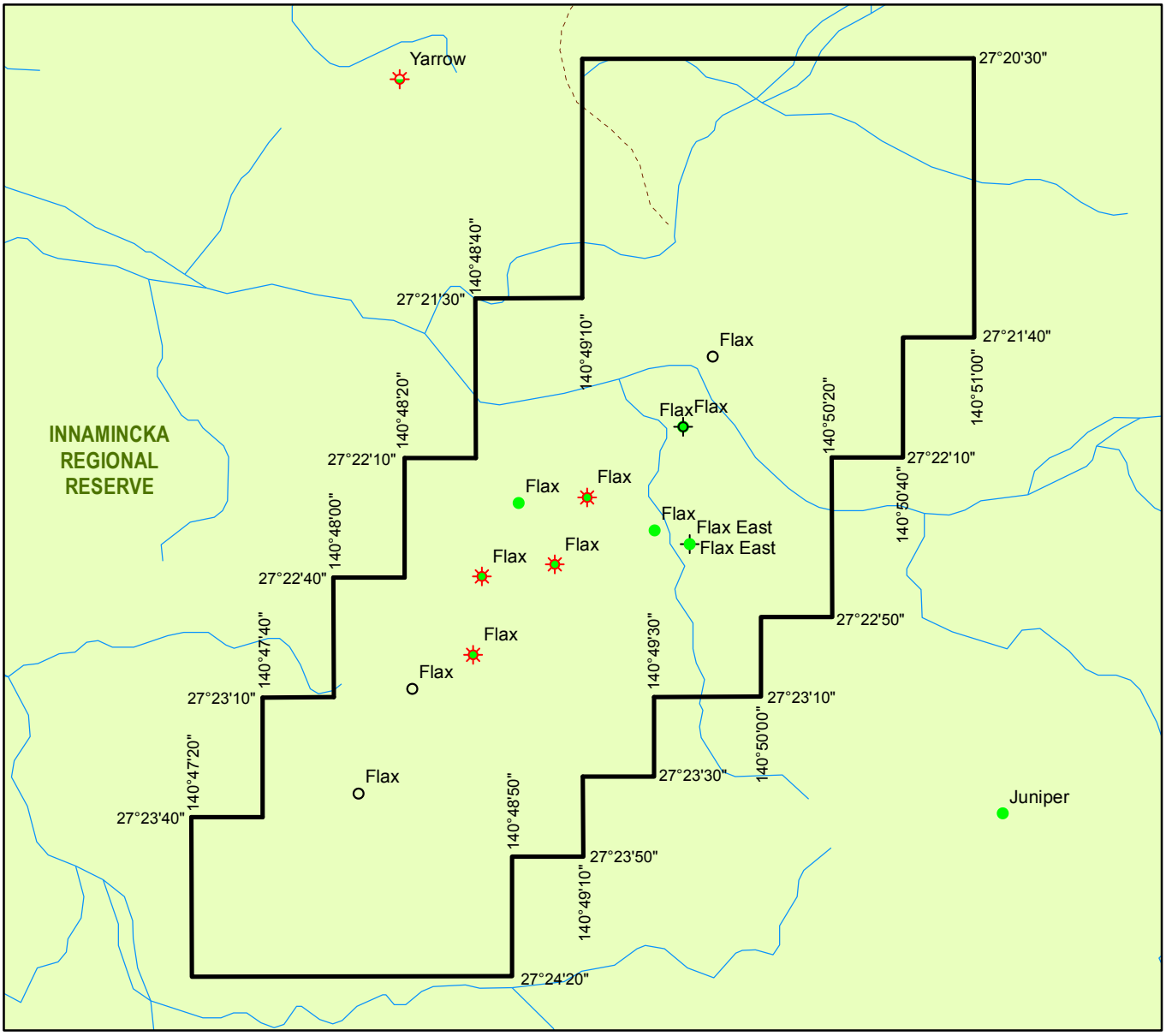
PRL 14

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 27°20'30"S GDA94 and longitude 140°49'10"E GDA94, thence east to longitude 140°51'00"E GDA94, south to latitude 27°21'40"S GDA94, west to longitude 140°50'40"E GDA94, south to latitude 27°22'10"S GDA94, west to longitude 140°50'20"E GDA94, south to latitude 27°22'50"S GDA94, west to longitude 140°50'00"E GDA94, south to latitude 27°23'10"S GDA94, west to longitude 140°49'30"E GDA94, south to latitude 27°23'30"S GDA94, west to longitude 140°49'10"E GDA94, south to latitude 27°23'50"S GDA94, west to longitude 140°48'50"E GDA94, south to latitude 27°24'20"S GDA94, west to longitude 140°47'20"E GDA94, north to latitude 27°23'40"S GDA94, east to longitude 140°47'40"E GDA94, north to latitude 27°23'10"S GDA94, east to longitude 140°48'00"E GDA94, north to latitude 27°22'40"S GDA94, east to longitude 140°48'20"E GDA94, north to latitude 27°22'10"S GDA94, east to longitude 140°48'40"E GDA94, north to latitude 27°21'30"S GDA94, east to longitude 140°49'10"E GDA94, and north to point of commencement.

AREA: **21.9** square kilometres approximately.



SCALE 1:50 000

1 0.5 0 1 2 3

Kilometres

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

FLAX FIELD

PETROLEUM RETENTION LICENCE NO: 14

Government of South Australia
Department for Manufacturing, Innovation, Trade, Resources and Energy

SR 27/2/440

AREA: **21.9** sq km (approx)

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PRL 14

SA 2012-05 Notation of registrable dealing as evidenced by Sale and Purchase Agreement – Cooper Basin Sale Interests dated 5 December 2011 between AGL Energy Limited and Acer Energy Limited is hereby entered on the public register.

SA 2012-06 Notation of registrable dealing as evidenced by Deed of Termination and Release – Farmin Agreement – Cooper Basin dated 5 December 2011 between Acer Energy Limited and AGL Energy Limited is hereby entered on the public register.

SA 2012-10 Notation of registrable dealing as evidenced by Deed of Assignment and Assumption – PEL 103 JVA dated 5 December 2011 between Acer Energy Limited and AGL Energy Limited is hereby entered on the public register.

SA 2012-11 Notation of registrable dealing as evidenced by Deed of Assumption – Native Title Agreement (PEL 103) dated 5 December 2011 between Acer Energy Limited and AGL Energy Limited is hereby entered on the public register.

SA 2012-12 Notation of registrable dealing as evidenced by Deed of Assumption – Ancillary Agreement (PEL 103) dated 5 December 2011 between Acer Energy Limited and AGL Energy Limited is hereby entered on the public register.

SA 2012-13 Notation of registrable dealing as evidenced by Transfer – PRL 14 dated 5 December 2011 between AGL Energy Limited and Acer Energy Limited is hereby entered on the public register.

Interests in this licence are:

Acer Energy Limited	100%

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

Date: 20 February 2012

Ref: 27/2/440

M 1791.doc

Certificate of Registration on Change of Name

This is to certify that

INNAMINCKA PETROLEUM LIMITED

Australian Company Number 101 313 777

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

ACER ENERGY LIMITED

Australian Company Number 101 313 777

The company is a public company.

The company is limited by shares.

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

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

Greg Medcraft
Chairman

CERTIFICATE

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 101, 103 and 182

PETROLEUM RETENTION LICENCES
PRLs 14, 17 and 18

ASSOCIATED ACTIVITIES LICENCE
AAL 160

1. Notation of change of company name –

   From: Innamincka Petroleum Limited
   To: Acer Energy Limited

   is hereby entered on the public registers.

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

Date: 15 August 2011

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 103

and

PETROLEUM RETENTION LICENCES
PRLs 14, 17 and 18

SA 2011–26 Notation of registrable dealing as evidenced by Settlement and Asset Sale Agreement dated 4 March 2011 between SCGAU Pty Ltd and Innamincka Petroleum Limited is hereby entered on the public register.

SA 2011–27 Notation of registrable dealing as evidenced by Transfer dated 4 March 2011 transferring interest in PEL 103 between SCGAU Pty Ltd and Innamincka Petroleum Limited is hereby entered on the public register.

Interests in the licence are:

Innamincka Petroleum Limited	62.5%
AGL Energy Limited	37.5%

SA 2011-28 Notation of registrable dealing as evidenced by Transfer dated 4 March 2011 transferring interest in PRL 14 between SCGAU Pty Ltd and Innamincka Petroleum Limited is hereby entered on the public register.

Interests in the licence are:

Innamincka Petroleum Limited	62.5%
AGL Energy Limited	37.5%

SA 2011-29 Notation of registrable dealing as evidenced by Transfer dated 4 March 2011 transferring interest in PRL 17 between SCGAU Pty Ltd and Innamincka Petroleum Limited is hereby entered on the public register.

Interests in the licence are:

Innamincka Petroleum Limited	62.5%
AGL Energy Limited	37.5%

SA 2011-30 Notation of registrable dealing as evidenced by Transfer dated 4 March 2011 transferring interest in PRL 18 between SCGAU Pty Ltd and Innamincka Petroleum Limited is hereby entered on the public register.

Interests in the licence are:

Innamincka Petroleum Limited	62.5%
AGL Energy Limited	37.5%

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

Date: 26 May 2011

Ref: 27/2/183
27/2/440
27/2/538

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCE
PRL 14

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

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

Date: 21 September 2010

Ref: 27/02/440

Petroleum and Geothermal Energy Act 2000

VARIATION OF
PETROLEUM RETENTION LICENCE
PRL 14

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 76(3)(b) 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 vary the conditions of Petroleum Retention Licence PRL 14 held by -

Innamincka Petroleum Limited
ACN 101 313 777

AGL Energy Limited
ACN 115 061 375

SCGAU Pty Limited
ACN 104 297 752

The petroleum retention licence is varied by amending the licence granted 14 May 2007 as follows:

Clause 8 of the licence is hereby revoked.

Dated: 21 September 2010

ELINOR ALEXANDER
Acting Director Petroleum and Geothermal

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

The following signatures evidence the consent of the Licensees to the Variation of Conditions of Petroleum Retention Licence PRL 14 as set out in this document and made pursuant to Section 76(3)(b) of the *Petroleum and Geothermal Energy Act 2000.*

Executed for and on behalf of:

Innamincka Petroleum Limited
ACN 101 313 777

Date 20/8/10

Signature

Name DAVID KINSMAN

Position CHIEF EXECUTIVE

AGL Energy Limited
ACN 115 061 375

Date 13/9/10

Signature

Name **Paul Ashby**

Position GM COMMERCIAL & FINANCE

SCGAU Pty Limited
ACN 104 297 752

Date Sep. 7, 2010

Signature

Name John Kim

Position Director

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCE
PRL 14

SA 2010–24 Notation of registrable dealing as evidenced by Farmin Agreement – Cooper Basin dated 19 January 2009 between Innamincka Petroleum Limited and AGL Limited is hereby entered on the public register.

SA 2010-28 Notation of registrable dealing as evidenced by PRL 14 transfer dated 13 February 2009 between Innamincka Petroleum Limited, AGL Energy Limited and SCGAU Pty Limited is hereby entered on the public register.

Interests in PRL 14 are:

Innamincka Petroleum Limited	37.5%
AGL Energy Limited	37.5%
SCGAU Pty Limited	25.0%

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

Date: 26 May 2010

Ref: 28/1/45

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES PEL 101 and PEL 103

and

PETROLEUM RETENTION LICENCES PRL 14, PRL 17 and PRL 18

SA 2009-23 — Notation of registrable dealing as evidenced by Deed of Assignment of Overriding Royalties dated 8 January 2009 between Innamincka Petroleum Limited and Paula Wecker as trustee of the Wecker Family Trust is hereby entered on the public register.

SA 2009-24 — Notation of registrable dealing as evidenced by Deed of Assignment of Overriding Royalties dated 8 January 2009 between Innamincka Petroleum Limited and Glen William Smith as trustee of the Smith Marcello Family Trust is hereby entered on the public register.

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

Date: 29 July 2009

Ref: 27/2/183
27/2/186
27/2/440
27/2/538

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 103

and

PETROLEUM RETENTION LICENCES
PRL 14, PRL 17 and PRL 18

Notation of the registration of the following documents is hereby entered on the public register:

- *Deed of Overriding Royalty dated 11 May 2000 between Vernon E Faulconer Australia Inc and Ross Wecker and Paula Wecker as Trustees of the Wecker Family Trust; and*

- *Deed of Overriding Royalty dated 11 May 2000 between Vernon E Faulconer Australia Inc and Glen William Smith and Juanita Maria Monique Marcello as Trustees of the Smith Marcello Family Trust*

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

Date: 29 July 2009

Ref: 27/2/183
27/2/186
27/2/440
27/2/538

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE PEL 103
(EXCLUDING ASPEN BLOCK)
and
PETROLEUM RETENTION LICENCES PRLs 14, 17 and 18

SA 2009-05 — Notation of registrable dealing as evidenced by Deed of Assignment dated 10 April 2007 between Innamincka Petroleum Limited and SCGAU Pty Limited is hereby entered on the public register.

Interests in the licences are:

Innamincka Petroleum Limited	75%
SCGAU Pty Limited	25%

SA 2009-06 — Notation of registrable dealing as evidenced by Native Title Deed of Assumption dated 10 April 2007 between Innamincka Petroleum Limited and SCGAU Pty Limited is hereby entered on the public register.

SA 2009-07 — Notation of registrable dealing as evidenced by Deed of Covenant - Overriding Royalty – R and P Wecker dated 10 April 2007 between Ross Wecker and Paula Wecker as trustees of the Wecker Family Trust, Innamincka Petroleum Limited and SCGAU Pty Limited is hereby entered on the public register.

SA 2009-08 — Notation of registrable dealing as evidenced by Deed of Covenant - Overriding Royalty – GW Smith dated 10 April 2007 between Glen William Smith as trustee of the Smith Family Trust, Innamincka Petroleum Limited and SCGAU Pty Limited 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: 27 February 2009

Ref: 27/2/183
27/2/440
27/2/538

Petroleum Act 2000
S.115

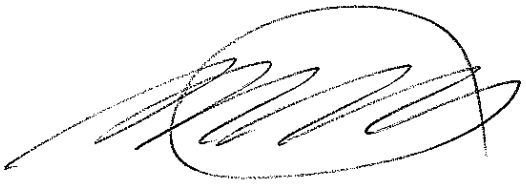
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 101, 103

and

PETROLEUM RETENTION LICENCES
PRLs 14, 17 and 18

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



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

Date: 28 January 2009

File: 27/2/538
27/2/183
27/2/181
27/2/440

PETROLEUM ACT 2000

Grant of Petroleum Retention Licence—PRL 14

PURSUANT to section 92 (1) of the Petroleum Act 2000, notice is hereby given that the undermentioned Petroleum Retention 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:

Description of Area

No. of Licence	Licensee	Locality	Area in km^2
PRL 14	Innamincka Petroleum Limited	Cooper Basin of South Australia	21.9

Description of Area

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

Commencing at a point being the intersection of latitude 27°20′30″S GDA94 and longitude 140°49′10″E GDA94, thence east to longitude 140°51′00″E GDA94, south to latitude 27°21′40″S GDA94, west to longitude 140°50′40″E GDA94, south to latitude 27°22′10″S GDA94, west to longitude 140°50′20″E GDA94, south to latitude 27°22′50″S GDA94, west to longitude 140°50′00″E GDA94, south to latitude 27°23′10″S GDA94, west to longitude 140°49′30″E GDA94, south to latitude 27°23′30″S GDA94, west to longitude 140°49′10″E GDA94, south to latitude 27°23′50″S GDA94, west to longitude 140°48′50″E GDA94, south to latitude 27°24′20″S GDA94, west to longitude 140°47′20″E GDA94, north to latitude 27°23′40″S GDA94, east to longitude 140°47′40″E GDA94, north to latitude 27°23′10″S GDA94, east to longitude 140°48′00″E GDA94, north to latitude 27°22′40″S GDA94, east to longitude 140°48′20″E GDA94, north to latitude 27°22′10″S GDA94, east to longitude 140°48′40″E GDA94, north to latitude 27°21′30″S GDA94, east to longitude 140°49′10″E GDA94 and north to the point of commencement.

Area: 21.9 km^2 approximately.

Dated 14 May 2007.

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

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCE
PRL 14

1. This Licence granted on 14 May 2007 is hereby entered on the public register.

2. Interests in the licence are:-

   Innamincka Petroleum Limited 100%

3. Notation of receipt of security is hereby entered on the public register.

4. Deeds pursuant to Section 31 of the *Native Title Act 1993* dated 17 December 2002 between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Yandruwandha/Yawarrawarrka People and Vernon E. Faulconer Australia, Inc. are hereby entered on the public register.

5. Native Title Deed of Assumption dated 20 December 2006 between Vernon E Faulconer Australia Inc and Innamincka Petroleum Limited is hereby entered on the public register.

6. Notation of Farmout Agreement PEL 103 dated 11 December 2006 between Innamincka Petroleum Limited and SCGAU 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: 14 May 2007

Ref: 27/2/440

Petroleum Act 2000

PETROLEUM RETENTION LICENCE
PRL 14

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:

Innamincka Petroleum Limited
ACN 101 313 777

(hereinafter referred to as the Licensee) a Retention 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 13 May 2012 and carrying the right to renewal subject to the provisions of the *Petroleum Act 2000*.

DESCRIPTION OF AREA

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

CONDITIONS

1. During the term of the licence, the Licensee is authorised to carry out in the licence area -
   (a) operations –
      (i) to establish the nature and extent of a discovery of regulated resources except a source of geothermal energy; and
      (ii) to establish the commercial feasibility of production and appropriate production techniques; and
      (iii) other regulated activities specified in the licence.

2. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, in the form acceptable to the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of $50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security").
   2.1 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,
   2.2 Interest will not be payable by the Minister to the Licensee on any cash Security.
   2.3 All charges incurred by the Licensee in obtaining and maintaining the Security shall be met by the Licensee.
   2.4 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.

3. The Licensee must:

   (a) 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; and

   (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).

4. 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.

5. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 17 December 2002 between the Licensee, the Minister and the Yandruwandha/Yawarrawarrka People native title claimants, entered into for the purposes of Section 31 of the *Native Title Act 1993.*

6. 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.

7. 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.

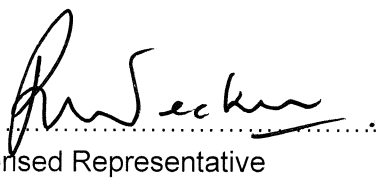
8. The licensee shall, each year, no later than two months prior to the anniversary date of the licence, provide a written statement specifying the work program proposed for the forthcoming licence year, for approval by the Minister.

Date: 14 May 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: 11 MAY 2007



Authorised Representative

Witness

ROSS WECKER

Name

MICHAEL NOTTLE

Name

MANAGING DIRECTOR

Position

ADMINISTRATION MGR

Position

INNAMINCKA PETROLEUM

Company

INNAMINCKA PETROLEUM

Company

PETROLEUM RETENTION LICENCE

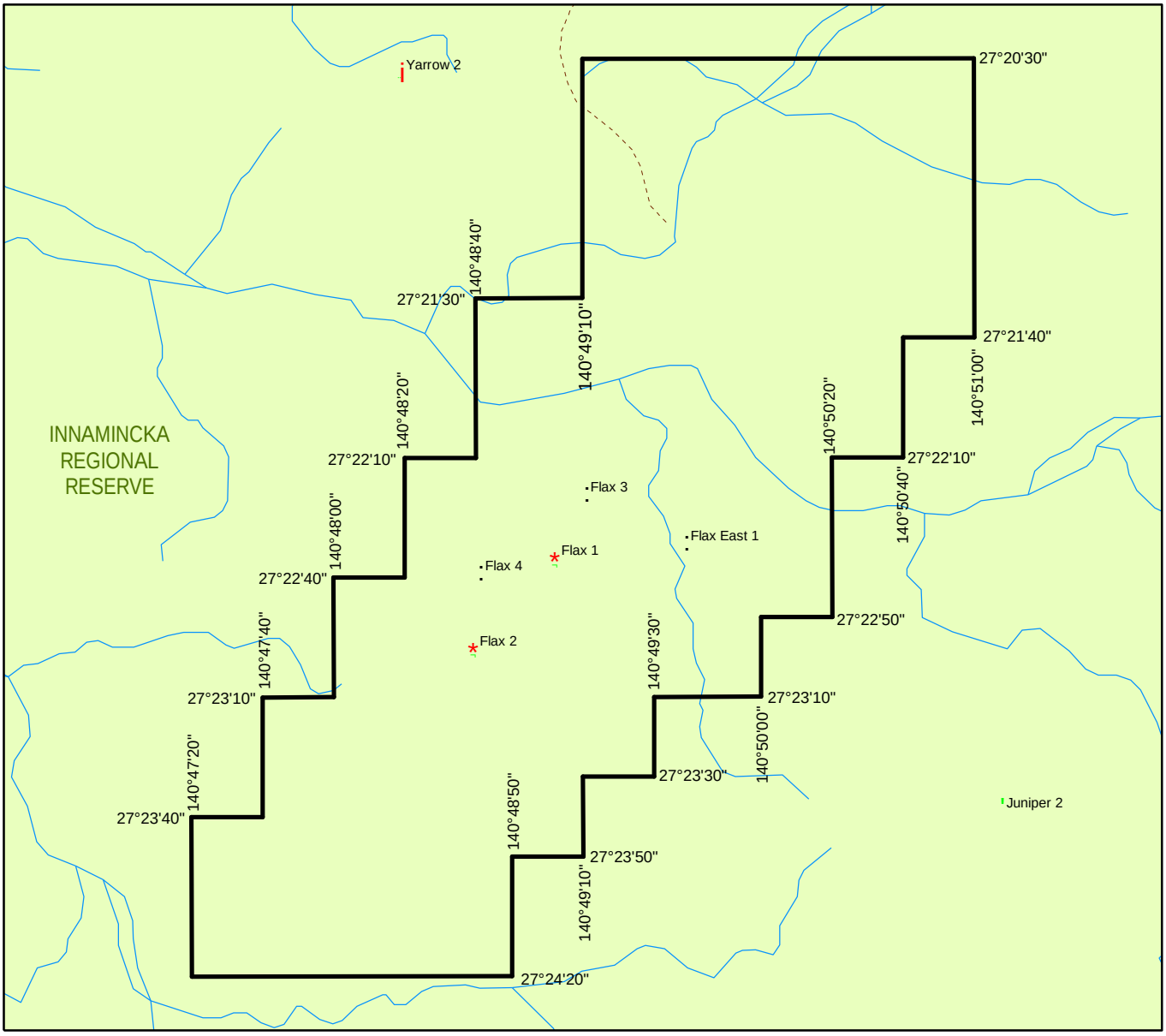
PRL 14

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 27°20'30"S GDA94 and longitude 140°49'10"E GDA94, thence east to longitude 140°51'00"E GDA94, south to latitude 27°21'40"S GDA94, west to longitude 140°50'40"E GDA94, south to latitude 27°22'10"S GDA94, west to longitude 140°50'20"E GDA94, south to latitude 27°22'50"S GDA94, west to longitude 140°50'00"E GDA94, south to latitude 27°23'10"S GDA94, west to longitude 140°49'30"E GDA94, south to latitude 27°23'30"S GDA94, west to longitude 140°49'10"E GDA94, south to latitude 27°23'50"S GDA94, west to longitude 140°48'50"E GDA94, south to latitude 27°24'20"S GDA94, west to longitude 140°47'20"E GDA94, north to latitude 27°23'40"S GDA94, east to longitude 140°47'40"E GDA94, north to latitude 27°23'10"S GDA94, east to longitude 140°48'00"E GDA94, north to latitude 27°22'40"S GDA94, east to longitude 140°48'20"E GDA94, north to latitude 27°22'10"S GDA94, east to longitude 140°48'40"E GDA94, north to latitude 27°21'30"S GDA94, east to longitude 140°49'10"E GDA94, and north to point of commencement.

AREA: **21.9** square kilometres approximately.



SCALE 1:50 000

1 0.5 0 1 2 3

Kilometres

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

FLAX FIELD

PETROLEUM RETENTION LICENCE NO: 14

Government of South Australia
Primary Industries and Resources SA

SR 27/2/440 AREA: **21.9** sq km (approx)

SA2007-08

Vernon E Faulconer Australia Inc
(Assignor)

Innamincka Petroleum Limited
(Assignee)

PEL 103

NATIVE TITLE DEED OF ASSUMPTION

PEL 103

NATIVE TITLE DEED OF ASSUMPTION

DEED dated 20 December 2006

BETWEEN **Vernon E Faulconer Australia Inc** ARBN 074 387 349 of 1001 E.S.E. Loop, 323, 160 Woodgate Centre, Tyler, Texas, United States of America (**Assignor**)

AND **Innamincka Petroleum Limited** ACN 101 131 777 of 924 Gympie Road, Chermside, Queensland (**Assignee**)

COMMISSIONER OF STATE TAXATION
S.A. STAMP DUTY PAID
DOCUMENT 1 of 3
22/01/2007 14:17:02 00810089.2
EXEMPT / NOT CHARGEABLE

RECITALS

A. The Assignor is the owner of a 65% Participating Interest in Petroleum Exploration Licence No. 103 (**PEL 103**).

B. The Assignor has agreed to transfer to the Assignee the Assignor's 65 % Participating Interest in PEL 103.

C. The Assignor has previously assumed various obligations with respect to native title under a Native Title Deed, and an Ancillary Agreement to the extent of the Assignor's 65% Participating Interest.

D The Assignee has agreed to covenant with the Assignor in the form of this Deed to assume the relevant share of the Assignor's obligations toward the Native Title Parties and other parties under, and to be bound by the terms and conditions of, the Native Title Deed and the Ancillary Agreement (**Native Title Agreements**) as if the Assignee were a party, to the extent of the 65% Participating Interest.

NOW THIS DEED WITNESSES that in consideration of the premises and the covenants contained in this Deed:

1. DEFINITIONS

In this Deed (including the Recitals), the following terms shall have the following meanings, unless the context requires otherwise:

Ancillary Agreement means the Ancillary Agreement Native Title: Petroleum between the Assignor, The Yandruwandha/Yawarrawarrka People by Charlie Moore, Fredrick Brown, Leslie Harris, Aaron Paterson, Anita Paterson, Fay Nicholls, Theresa Bottrell as the registered Native Title Claimants in relation to Native Title determination application no. SG 6024/98 in the Federal Court of Australia, and the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) dated on or about 17 December 2002.

Effective Date means 31 October, 2006.

JOA means the operating agreement relating to PEL 103 dated 5 August, 2004 between the Assignor and Assignee.

Native Title Agreements means the Native Title Deed and the Ancillary Agreement.

Native Title Deed means the deed pursuant to section 31 of the Native Title Act 1993 between the Assignor, the Honourable Paul Holloway, Minister for Minerals Resources Development for and on behalf of the State of South Australia, The Yandruwandha/Yawarrawarrka People by Charlie Moore, Fredrick Brown, Leslie Harris, Aaron Paterson, Anita Paterson, Fay Nicholls, Theresa Bottrell as the registered Native Title Claimants in relation to Native Title determination application no. SG 6024/98 in the Federal Court of Australia, and the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) dated 17 December 2002 relating to the grant of PEL 103.

All other terms defined in the JOA and used in this Deed shall have the meanings as defined in the JOA.

2. INTERPRETATION

2.1 In this Deed unless the context otherwise requires:

(a) the singular includes the plural and vice versa and words importing a gender include other genders;

(b) a reference to any legislation or statutory instrument is construed in accordance with the relevant *Acts Interpretation Act*;

(c) other grammatical forms of defined words or phrases have corresponding meanings;

(d) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Deed and a reference to this Deed includes any schedules and annexures;

(e) where a party comprises two or more persons an agreement or obligation binding that party binds those persons jointly and severally;

(f) terms defined in the *Corporations Act* as at the date of this Deed have the meanings given to them in the *Corporations Act* at that date;

(g) a reference to a party to this Deed or any other document or agreement includes its successors and permitted assigns;

(h) a reference to a document or agreement, including this Deed, includes a reference to that document or agreement as novated, altered or replaced from time to time;

(i) a reference to '$A', 'dollar', 'AUD' or '$' is a reference to Australian currency;

(j) a reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words, figures or symbols in a permanent and visible form;

(k) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed.

2.2 In this Deed headings are used for references only.

3. COVENANTS

3.1 With effect from the Effective Date, the Assignee covenants with the Assignor to assume and be bound by all the terms, conditions, restrictions, covenants and obligations contained in the Native Title Agreements applicable to the Assignor or its Participating Interest to the extent that such terms, conditions, restrictions, covenants and obligations relate to the 65% Participating Interest acquired by the Assignee from the Assignor.

3.2 The Assignor indemnifies the Assignee against all and any liability which the Assignee may incur arising out of any liability arising under the Native Title Agreements prior to the Effective Date due to the acts or omissions of the Assignor.

4. NOTICE TO NATIVE TITLE PARTIES

4.1 The Assignor shall notify the relevant Native Title Parties of the assignment of the 65% Participating Interest from the Assignor to the Assignee and shall, if requested to do so by any of the relevant Native Title Parties, provide a copy of this Deed to the relevant Native Title Parties.

5. NECESSARY APPROVALS

This Deed will be of no force or effect until it and a transfer of the 65% Participating Interest giving effect to the assignment of interest recited in Recital B have, if necessary, been approved and registered in accordance with the *Petroleum Act 2000 of South Australia*.

6. FURTHER ASSURANCES

Each of the Parties to this Deed must make, do, execute and deliver all such acts, instruments and things as are necessary or desirable to implement and give full effect to the provisions of the Native Title Agreements and this Deed.

7. COSTS

All the costs of preparation, execution and stamping of this Deed, all counterparts of this Deed and all ancillary documents shall be borne and paid by the Assignee, but otherwise each Party will bear and pay its own legal costs.

8. SEVERABILITY

8.1 Any provision of this Deed will be read down to the extent necessary to prevent that provision or this Deed being invalid, voidable or unenforceable in the circumstances.

8.2 If, notwithstanding Clause 8.1, a provision of this Deed is still invalid or voidable:

(a) if the provision would not be invalid or voidable if a word or words were omitted, that word or those words will be deleted; and

(b) in any other case, the whole provision will be deleted,

and the remainder of this Deed will continue to have full force and effect.

9. INUREMENT

This Deed will extend to, be binding upon and inure for the benefit of the parties to this Deed and their respective successors and permitted assigns under the JOA.

10. GOVERNING LAW AND JURISDICTION

10.1 This Deed is governed by the laws of the State of South Australia.

10.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of South Australia and Courts entitled to hear appeals from those Courts.

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, which when read together, form one instrument.

EXECUTED as a deed

Executed by Vernon E Faulconer Australia Inc by its duly constituted attorney who certifies that he has no notice of revocation of that power of attorney in the presence of

Signature of Witness ←

PAUL STEVEN CARELLOS
Name of Witness (print)

Signature of attorney ←

EWAN JOHN VICKERY
Name of attorney (print)

Executed by Innamincka Petroleum Limited in accordance with its constitution in the presence of

Signature of director ←

Ross Wecker
Name of director (print)

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

LENI STANLEY
Name of ~~director~~/company secretary (print)

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

and

THE YANDRUWANDHA/YAWARRAWARRKA PEOPLE
('Native Title Party')

and

VERNON E FAULCONER AUSTRALIA INC
('Grantee Party')

and

YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)
('Association')

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

CROWN SOLICITOR
Level 9
45 Pirie Street
Adelaide SA 5000
Telephone (08) 8207 1720

MINTER ELLISON
Lawyers
15th Floor AMP Building
1 King William Street
ADELAIDE SA 5000
Telephone (08) 8233 5555
Facsimile (08) 8212 7518

HUNT & HUNT
Lawyers
12th Floor
26 Flinders Street
ADELAIDE SA 5000
Telephone (08) 8414 3333
Facsimile (08) 8211 7362

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DEED

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

COMMISSIONER OF STATE TAXATION

THIS DEED is made the 17th day of December S.A. STAMP DUTY PAID $10.00 2002
ADJUDGED DULY STAMPED
ORIGINAL with 5 copies
10/01/2003 10:41:40 0071211.1
DEED

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

('Government Party')

AND **THE YANDRUWANDHA/YAWARRAWARRKA PEOPLE** by **CHARLIE MOORE, FREDRICK BROWN, LESLIE HARRIS, AARON PATERSON, ANITA PATERSON, FAY NICHOLLS, THERESA BOTTRELL,** the registered native title claimants in relation to native title determination application no. SG 6024/98 in the Federal Court of Australia, C/- Hunt & Hunt Solicitors, 12th Floor, 26 Flinders Street Adelaide South Australia 5000

('Native Title Party')

AND **VERNON E FAULCONER AUSTRALIA INC ARBN 074 387 349** of Level 5, National Bank House, 255 Adelaide Street, Brisbane Queensland 4000

('Grantee Party')

AND **YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)** of 153 Berserker Street, North Rockhampton Qld 4700

('Association')

RECITALS

WHEREAS:

A. The Grantee Party has lodged an application for grant of an exploration licence under the Petroleum Act in respect of the Cooper Basin block described in Schedule 1 (which includes land the subject of the Native Title Application) and seeks the issue of a Licence pursuant to the Petroleum Act.

B. If the grant of the Licence affects native title it will be a future act as defined in the Native Title Act.

C. The Government Party has given notice of its intention to grant the Licence in accordance with section 29 of the Native Title Act. The Government Party and the Grantee Party want certainty as to the validity of the grant of the Licence in accordance with Division 3 of Part 2 of the Native Title Act and the parties have entered into this Deed for the purpose of ensuring the validity of the Licence under the Native Title Act.

D. The Native Title Party has filed the Native Title Application under section 13(1) of the Native Title Act, in respect of the Claimed Land.

E. The Negotiation Parties have negotiated in good faith under Subdivision P of Division 3 of Part 2 of the Native Title Act in relation to the Government Party's intention to grant the Licence.

F. The issuing of the Licence is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act.

G. If the Licence is issued to the Grantee Party in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licence, and any work done pursuant to it, affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to it, and it is the further intention of the parties that in any event, the grant of the Licence and activities under it will not extinguish or permanently affect such rights and interests.

H. Following negotiations in good faith between the Negotiation Parties , the Native Title Party has agreed to the grant of the Licence to the Grantee Party consequent upon the execution of this Deed.

I. The Native Title Claim Group (which includes the registered native title claimants) resolved on the 12th day of June 2001 to incorporate under the Aboriginal Councils and Associations Act 1976 (Commonwealth). On the 2nd day of August 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) pursuant to the Aboriginal Councils and Associations Act 1976 (Commonwealth).

J. The Government Party, the Native Title Party and the Grantee Party, all having negotiated in good faith have agreed for the better management of interaction between them hereafter and

for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Party as are more specifically set out in this Deed, to include the Association as a party to this Deed.

OPERATIVE PROVISIONS

The parties agree:

1. INTERPRETATION

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

(a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;

(b) the singular includes the plural and vice versa and reference to a gender includes each other gender;

(c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

(d) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Deed;

(e) Recitals and Schedules form part of this Deed;

(f) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;

(g) a reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and assigns;

(h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(i) 'business day' excludes a Saturday, Sunday or public holiday in South Australia;

(j) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;

(k) a reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;

(l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them;

INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM RETENTION LICENCE PRL 14

---

1. 14 May 2007 — Grant of Petroleum Retention Licence PRL 14 (ex PEL 103)

   Interests: Innamincka Petroleum Limited 100%

   Expiry Date: 13 May 2012

2. 14 May 2007 — Memorandum entering the following documents on the public register:

   i. grant of PRL 14;

   ii. notation of receipt of Security;

   iii. Deed pursuant to Section 31 of the *Native Title Act 1993* dated 17 December 2002 between the Minister for Mineral Resources Development and the Yandruwandha/Yawarrawarrka people and Vernon E Faulconer Australia Inc and the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation);

   iv. Native Title Deed of Assumption dated 20 December 2006 between Vernon E Faulconer Australia Inc and Innamincka Petroleum Limited.
   Ref: SA 2007-08

   v. Notation of approval and registration of the following registrable dealing which was entered on the commercial register on 14 May 2007:
      - Farmout Agreement PEL 103, dated 11 December 2006 between Innamincka Petroleum Ltd and SCGAU Pty Ltd.
        Ref: SA 2007-09

3. 17 May 2007 — Gazettal of Grant of PRL 14

(m) the meaning of general words will not be limited by reference to accompanying 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:

(i) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable therefrom, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained herein;

(ii) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component (and in particular to ensure the validity of an agreement of the kind contemplated by section 31(1)(b) of the Native Title Act for the purpose of the valid grant of a Licence); and

(iii) PROVIDED that in the event the offending provisions are the inclusion of the Association as a party to this Deed and the consequential provisions of that inclusion then the agreements, representations and warranties 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 for convenience of reference and do not affect the interpretation of this Deed.

2. DEFINITIONS

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

'**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 Grantee Party or any other person in connection with:

(a) the grant of the Licence; and

(b) the Grantee Party 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;

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

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

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

'Deed' means this deed and includes the Recitals and Schedules;

'Essential Term' means those terms in clauses 5.4, 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;

'Government Party' means the State of South Australia;

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

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

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

(a) any associated facilities licence subsequently able to be lawfully issued to the Grantee party within the Licence Area or outside the Licence Area but within the Claimed Land; and

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

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

'Licence Area' means 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 part of the Licence Area;

'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 Government Party, the Native Title Party and the Grantee Party, in accordance with section 30A of the Native Title Act;

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

'**Petroleum**' has the same meaning as in the *Petroleum Act*;

'**Petroleum Act** ' means the *Petroleum Act, 2000* (South Australia);

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

'**Registered Native Title Claimants**' has the same meaning as in the Native Title Act; and

'**State**' means the State of South Australia.

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.

4. AUTHORITY TO ENTER INTO DEED

4.1 The Native Title Party represents and warrants that all necessary authorisations have been obtained to enter into this Deed and this Deed is valid and binding and enforceable in accordance with its terms against the Native Title Party and all those persons on whose behalf the Native Title Application is made.

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

4.3 The Association represents and warrants that all necessary actions have been taken in accordance with its constitution and by law to enter into this Deed and this Deed is valid and binding and enforceable in accordance with its terms against the Association.

5. THE LICENCE

5.1 The Native Title Party:

(a) agrees to the grant of the PEL by the Minister to the Grantee Party pursuant to the Petroleum Act and to the Grantee Party exercising its rights and entitlements and discharging its obligations under the Licence in accordance with and subject to any conditions imposed by:

(i) the Petroleum Act;

(ii) any Applicable Law; and

(iii) this Deed;

(b) covenants not to lodge or make any objection to any grant of the PEL to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party is and remains in breach of an Essential Term;

(c) agrees to the grant of any subsequent Licence by the Minister to the Grantee Party in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the Petroleum Act and to the Grantee Party exercising its rights and entitlements and discharging its obligations under any subsequent Licence in accordance with and subject to any conditions imposed by:

(i) the Petroleum Act;

(ii) any Applicable Law; and

(iii) this Deed;

(d) covenants not to lodge or make any objection to any grant of any subsequent Licence to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party is and remains in breach of an Essential Term.

5.2 The Negotiation Parties acknowledge that:

(a) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence, 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 sub-paragraph 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, Sub-division P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act;

(d) the Grantee Party must not before such Later Act is done be in breach of and remain in breach of any Essential Term; and

(e) this Deed is evidence of an agreement obtained for the purpose of section 31(1)(b) of the Native Title Act.

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

(a) the Petroleum Act;

(b) all Applicable Law;

(c) the provisions of this Deed; and

(d) good petroleum industry practice.

6. NATIVE TITLE ACT & PETROLEUM ACT

6.1 Each of the Negotiation Parties acknowledge that all Negotiation Parties have negotiated in good faith for the purposes of section 31(1)(b) of the Native Title Act.

6.2 The Government Party is authorised to provide a copy of this Deed to:

(a) the National Native Title Tribunal in accordance with section 41A of the Native Title Act in order to satisfy section 28(1)(f) of that Act;

(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. PRODUCTION PAYMENTS

7.1 For better facilitating the administration of this Deed Explorer will pay to the Association the sum of $10,000.00 per annum in respect of the PEL provided:

(a) the first payment shall be made on the signing of this Deed by all members of the Native Title Party and execution by the Association;

(b) thereafter each annual payment shall be made within 7 days following the anniversary of the date of grant of the PEL;

(c) where a Licence Area is not entirely located on the Native Title Party's Claimed Land each amount payable under this provision shall be calculated rateably in like proportion as the Claimed Land within the boundary of the total Licence Area bears to the total Licence Area;

(d) should the proportion which Claimed Land within the boundary of the total Licence Area bears to a Licence Area change between the anniversary dates of the PEL the amount payable according to this provision will be adjusted and paid, refunded or credited (as the case requires) within 7 days following the next anniversary of the date of grant of the PEL; and

(e) the maximum payable under this provision is $50,000.00 for the PEL.

7.2 The Grantee Party agrees:

(a) to pay from time to time to the Association or to such charitable or other trust fund or funds as may be notified to the Government Party and to the Grantee Party in writing under the Common Seal of the Association in further consideration for the Association entering into this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and

(b) the payments the subject of this paragraph 7.2 shall be effected by the Grantee Party paying those amounts to the State and the State shall accept those payments for the purposes set out in the following paragraphs of this clause 7.

7.3 The Association hereby requests and directs the State to pay to the Association from time to time the monies received by the State from the Grantee Party in accordance with clause 7.2 and the State agrees so to do.

7.4 Each payment by the State shall be made:

(a) for and on behalf of the Grantee Party;

(b) within a reasonable time of receipt of the relevant monies in cleared funds; and

(c) in full satisfaction and discharge of each respective obligation of the Grantee Party arising under clause 7.2.

7.5 Each amount payable by the Grantee Party under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to paragraph 7.6 of this clause 7.

7.6 In the event the method of calculation contained in the Petroleum Act at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of paragraphs 7.2, 7.3 and 7.4, the Minister may give six (6) calendar months notice in writing to the other parties of the Minister's desire to re-negotiate the method of collection and distribution of monies in terms of this clause 7 in which case the Negotiation Parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.

7.7 The receipt of the Association shall be a full and sufficient discharge to the Minister and to the Grantee Party for any payments made pursuant to this clause 7.

7.8 Nothing in this clause 7 is intended adversely to affect the integrity of the Native Title Application.

7.9 Nothing in this clause is intended to impose on the State a duty to invest any monies collected by the State for distribution to the Association.

8. ANCILLARY AGREEMENT

The Grantee Party and the Native Title Party have agreed to enter into an Ancillary Agreement and for the better management of interaction between them 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, also to include the Association as a party to that Ancillary Agreement.

9. GOVERNMENT PARTY NOT LIABLE FOR ANCILLARY AGREEMENT

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

10. DEED AND ANCILLARY AGREEMENT NOT CONDITIONS OF GRANT

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

11. DEED PREVAILS

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

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

13. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

14. ASSIGNMENT

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

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

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

15. NOTICES

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

The Government Party's address:	The Minister for Mineral Resources Development C/- The Director, Petroleum Group Level 7, 101 Grenfell Street Adelaide SA 5000 Facsimile number: (08) 8463 3202
Native Title Party's address:	The Yandruwandha/Yawarrawarrka People C/- Hunt & Hunt Lawyers 12th Floor, 26 Flinders Street Adelaide South Australia 5000 Facsimile number: (08) 8211 7362
Grantee Party's address:	Vernon E Faulconer Australia Inc c/- Mr Ross Wecker 262 Maundrell Terrace Aspley Queensland 4034 Facsimile number: (07) 3862 8722
Association's address:	Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) 153 Berserker Street North Rockhampton Qld 4700 Facsimile number: (08) 8211 7362

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

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

16. GOVERNING LAW

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

17. COUNTERPARTS

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

18. GENERAL

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

18.2 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 Government Party.

18.3 In consideration of the Native Title Claim Group entering into this agreement:

(a) the Grantee Party agrees to pay the Association a special non-recurrent payment of $25,000.00; and

(b) the Government Party agrees to pay the Association a further special non-recurrent payment of $25,000.00.

These payments shall be made to the Association on the Commencement Day.

18.4 Where any payment to be made by either of the Grantee Party or the Government Party under clause 18.3 of this Deed ('**Payment**') constitutes consideration for a taxable supply by the Association:

(a) the amount of the Payment shall be increased by, and the paying party shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10%; 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 Association has given the paying party a tax invoice sufficient to enable the paying party to claim any input tax credit to which it may be entitled in respect of the taxable supply.

18.5 In this clause 18:

(a) the expression *'Prevailing GST Rate'* in relation to a particular taxable supply means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and

(b) a word which is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* has the same meaning in this clause.

EXECUTED by the parties as a Deed.

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

Barry J Goldstein
Witness

Name BARRY GOLDSTEIN
Address C/- PIRSA PETROLEUM GROUP
Occupation DIRECTOR - PETROLEUM

MINISTER FOR MINERAL RESOURCES DEVELOPMENT

Paul Holloway

The Honourable Paul Holloway, Minister for Mineral Resources Development

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

.....
Witness

Name Shaun Berg

Address 12/126 Flinders Street
ADELAIDE SA 5000

Occupation Solicitor

.....
Charlie Moore

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

.....
Witness

Name Shaun Berg

Address 12/126 Flinders Street
ADELAIDE SA 5000

Occupation Solicitor

.....
Fredrick Brown

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

.....
Witness

Name Shaun Berg

Address 12/126 Flinders Street
ADELAIDE SA 5000

Occupation Solicitor

.....
Leslie Harris

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

.....
Witness

Name Shaun Berg

Address 12/126 Flinders Street
ADELAIDE SA 5000

Occupation Solicitor

.....
Aaron Paterson

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

.....
Witness

Name Shaun Berg

Address 12/126 Flinders Street
ADELAIDE SA 5000

Occupation Solicitor

.....
Anita Paterson

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

.....
Witness

Name Shaun Berg

Address 12/126 Flinders Street
ADELAIDE SA 5000

Occupation Solicitor

.....
Fay Nicholls

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

.....
Witness

Name ~~Shaun Berg~~ Claire Ry

Address 12/126 Flinders Street
ADELAIDE SA 5000

Occupation Solicitor

Theresa J. Bottrell
.....
Theresa Bottrell

THE COMMON SEAL of VERNON E FAULCONER AUSTRALIA INC was affixed hereto in accordance with its Constitution in the presence of:

.....
(Director)

VERNON E. FAULCONER
.....
(Print name of Officer)

.....
(Director/Secretary)

JEAN CRAWLEY
.....
(Print name of Officer)

Common Seal

THE COMMON SEAL of the YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION) was affixed hereto in accordance with its Constitution in the presence of:

.....
(Gloria Patterson – Member)

.....
(Aaron Patterson – Member)

.....
(Leslie Harris - Member)

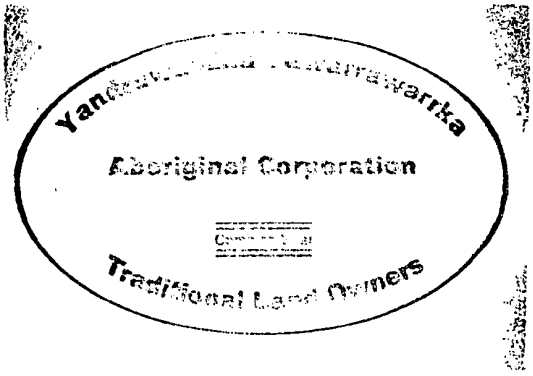
.....
(Shirley Harris – Member)

.....
(Patrick Ferguson – Member)

.....
(Sneider Brown – Member)

.....
(Deborah Brown – Member)

.....
(Joyce Singleton – Member)



Common Seal

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

APPLICATION FOR PETROLEUM EXPLORATION LICENCE PETROLEUM ACT, 1940 (SECTION 7)

PRIMARY INDUSTRIES AND RESOURCES SA

To the Chief Executive, Department of Primary Industries and Resources South Australia

I/We, . . VERNON E FAULCONER AUSTRALIA INC. . . . . .

. . . . . .

. . . . . .

hereby make application for the grant of a petroleum exploration licence in respect of the area described hereunder [please tick block(s) you are applying for]:

DESCRIPTION OF AREA

Block	Tick here	Approximate area km²	Acres (million)
CO99-A	☐	594	146 859
CO99-B	☐	617	152 342
CO99-C	☐	651	160 889
CO99-D	☑	767	189 536
CO99-E	☐	1069	264 251
CO99-F	☐	438	108 138

Please indicate Block(s) under application. Note each Block is offered as a separate licence and the application fee, while currently A$~~6249~~ per licence, is subject to annual adjustment (the next proposed fee adjustment is 1 July 1999). Details in support of the application and the application fee of $ 2,256 are attached (see Checklist).

2298

. . . . .

SR 27/2/183

CO99-D

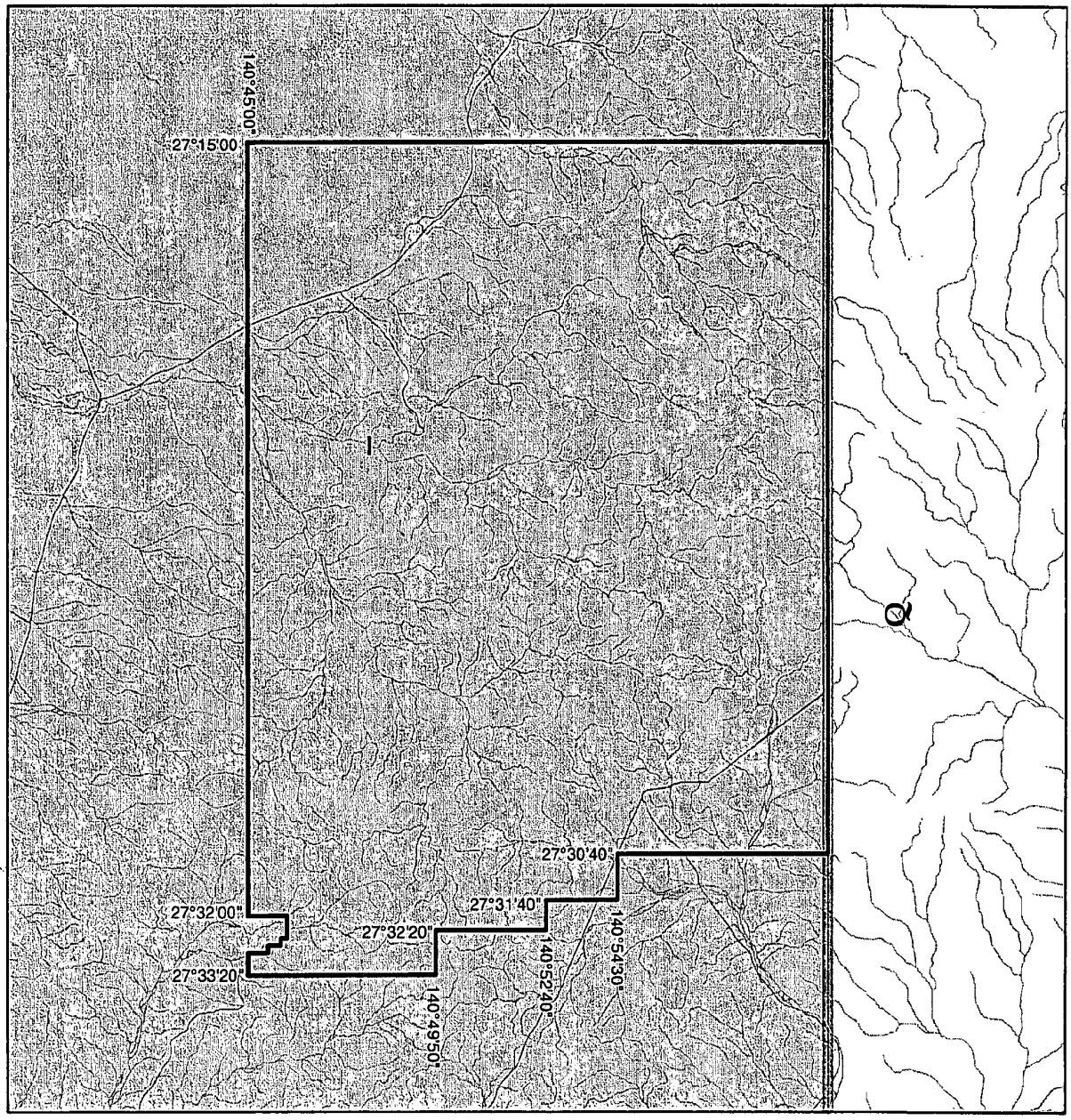
DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 27º15'00"S and longitude 140º45'00"E, thence east to the eastern border of the State of South Australia, thence southerly along the border of the said State to latitude 27º30'40"S, west to longitude 140º54'30"E,
south to latitude 27º31'40"S, west to longitude 140º52'40"E,
south to latitude 27º32'20"S, west to longitude 140º49'50"E,
south to latitude 27º33'20"S, west to longitude 140º45'00"E,
north to latitude 27º32'50"S, east to longitude 140º45'30"E,
north to latitude 27º32'40"S, east to longitude 140º45'50"E,
north to latitude 27º32'30"S, east to longitude 140º46'00"E,
north to latitude 27º32'00"S, west to longitude 140º45'00"E,
and north to the point of commencement.

All the within latitudes and longitudes being geodetic and expressed in terms of the Australian Geodetic Datum as defined on p. 4984 of Commonwealth Gazette number 84 dated 6 October 1966.

AREA: 767 square kilometres approximately.



SCALE 1:250 000

5 2.5 0 5 10 15

Kilometres

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

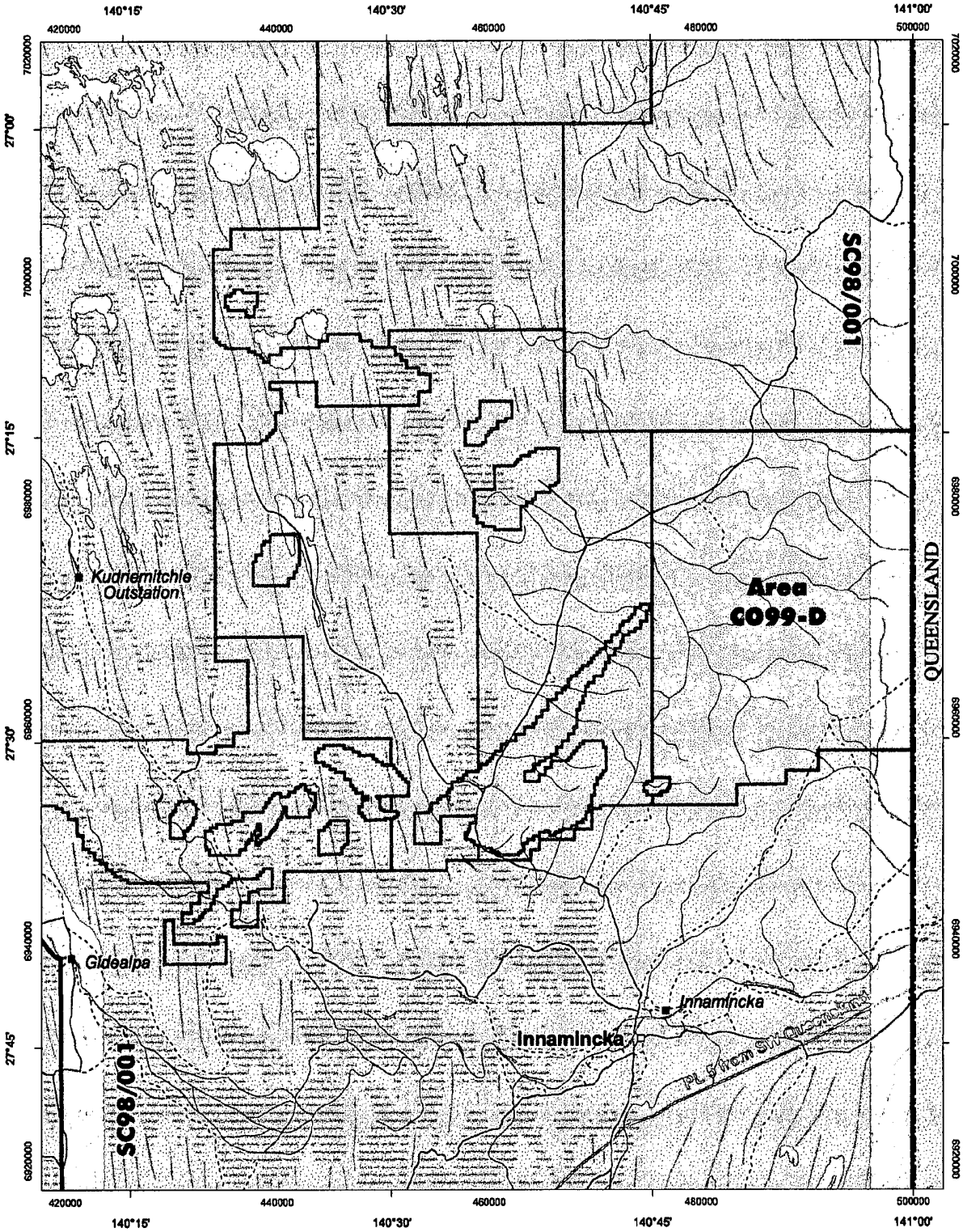
VERNON E FAULCONER AUSTRALIA INC

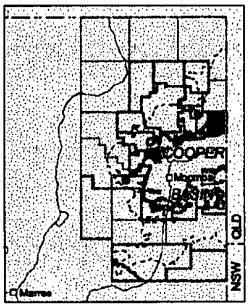
PETROLEUM EXPLORATION LICENCE NO: 103

PRIMARY INDUSTRIES AND RESOURCES SA

SR 27/2/183

AREA: **767** sq km (approx)





Petroleum Exploration Licence Application (PELA) Area CO99-D

Subject areas of agreement for Native Title Claims

SC98/001 – Yandruwandha/ Yawarrawarrka Native Title Claim

0 5 10 15 Kilometres

Datum GDA94 - Projection MGA Zone 54

Cooper Basin - South Australia
Native Title Claimants for area CO99-D

Disclaimer

There is no warranty that this map is free from errors or omissions. Issued under the authority of the Hon Paul Holloway MLC Selected data on this map are available digitally and can be downloaded from www.pir.sa.gov.au

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PRIMARY INDUSTRIES AND RESOURCES SA

MINERALS & ENERGY RESOURCES

PRIMARY INDUSTRIES AND RESOURCES SA

REGISTERED NATIVE TITLE CLAIMANTS in RESPECT to CO99 NEGOTIATIONS

MINERALS & ENERGY RESOURCES

Government of South Australia

Registered Native Title claimants

SC97/004

(Edward Landers Dieri People)

CO99-E
Origin Energy Resources Ltd
921.97 km sq

CO99-G
Santos Limited
1007.11 km sq

CO99-H
Tyers Investments Pty Ltd
814.42 km sq

SC98/001

(Yandruwandha/Yawarrawarrka People)

CO99-A
Liberty Petroleum Corporation
593.51 km sq

CO99-B
Vernon E Faulconer Australia Inc
616.52 km sq

CO99-C
Stuart Petroleum NL
649.65 km sq

CO99-D
Vernon E Faulconer Australia Inc
766.99 km sq

CO99-E
Origin Energy Resources Ltd
143.13 km sq

CO99-F
Amity Oil NL
Dan A Hughes
Tri-C Resources NL
437.20 km sq

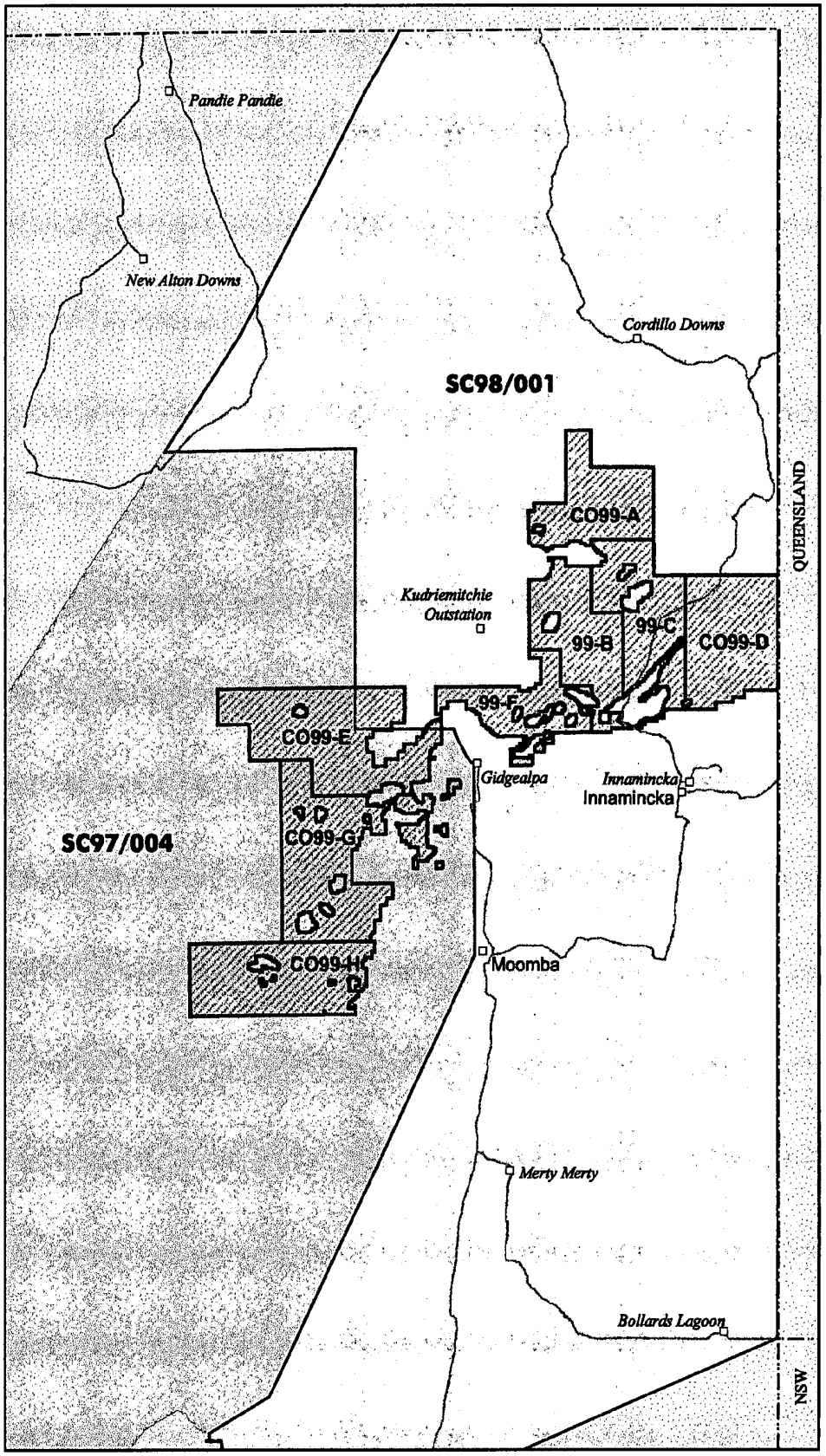
Petroleum tenements

Petroleum Exploration Licence Application (PELA)

GDA

0 20 40 Kilometers

Projection - MGA Zone 54



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

NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SG6024/98 NNTT number: SC98/1
Application name	Yandruwandha/Yawarrawarrka Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	08/01/1998
Current stage(s)	Notification Complete
Applicants	Mr Charlie Moore, Mr Fredrick Brown, Name Withheld for Cultural Reasons, Mr Leslie Harris, Mr Aaron Paterson, Ms Anita Paterson, Ms Fay Nicholls, Ms Theresa Bottrell
Address for service	Ward & Partners Solicitors 12th Floor, 26 Flinders Street ADELAIDE SA 5000 Phone: (08) 8414 3333 Fax: (08) 8211 7362
Persons claiming to hold native title	The Yandruwandha/Yawarrawarrka Native Title claim group comprises those people who hold in common the body of traditional law and culture governing the area that is the subject of the claim being: 1 People who are related by means of the principle of descent to the following Yandruwandha/Yawarrawarrka apical ancestors: 1.1 Annie (born at Cordillo Downs) who is the mother of Archie Guttie; 1.2 Maggie, who is the mother of Annie King. 1.3 Tiniwa Clara, mother of Frank Booth and Alice Miller (nee Booth); 1.4 The parents of Punbili Bob Parker (Senior); 1.5 Flash Ted Bikehandle and his wife Topsy; 1.6 Kimi (born at Innamincka) and his wife; 1.7 Maramundu Jack "The Ripper" Parker; 1.8 The woman (born at Cordillo Downs) who is the mother of the sibling set - Mary Stafford (nee Moore), Jack Moore, Charlie Moore (Senior), and female twins whose names are unknown; 1.9 The parents of Albert Moore; 1.10 Brothers Walter Harris(on) and Dick Harrison; 1.11 The parents of Lilly (whose married name is Parker) and her sister Kathlene (whose married name is George); 1.12 Annie and her husband, who are the parents of Coongie Maggie (born at Coongie Lakes in South Australia); 1.13 The parents of the sibling set - Billy Parker, Jessy Parker, Peter "Petekin" Parker, and Paddy Parker; 1.14 Flash Tommy and his wife Sarah, who are the parents of the sibling set - Colin Flash, George Flash (also known as George Murray), Ted "Chippie" Flash and Albert "Bully" Flash. Sarah is also the mother of John Murray (also known as "Chunder" Williams) and Roger Murray; 1.15 The parents of sibling set - Merty George and Merty Johnny and Merty Mick; and 1.16 Larrikin Mick., 2 The Yandruwandha/Yawarrawarrka principles of incorporation into the group according to traditional law and custom also include: 2.1 Being of Aboriginal descent; 2.2 Having a connection with the claim area in accordance with the traditional laws and

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

A) a map showing the external boundaries of the area covered by the claim, marked as Attachment C
B) a technical description of the external boundary, marked as Attachment C1
1. The Yandruwandha/Yawarrawarrka native title claim area is in relation to all land and inland waters identified by the mid point of the blue line on the map (attachment C) showing the geographical boundaries of the claim area subject to:

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

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

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

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

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

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

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

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

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

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

(iv) a valid unqualified grant of an estate in fee simple.

(2) The valid grant of:

	(i) a scheduled interest (see section 249C of the NTA), including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and the conditions of the lease; (ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see section 249); (iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see section 246); (iv) a lease for the provision of a community services or amenities within a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see section 249A). It is not intended that exclusive rights and interests are claimed in relation to areas subject to valid previous non exclusive possession acts, as defined by s. 23F of the Native Title Act 1993 .

Registration information	*Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.* **Date claim entered on Register of Native Title Claims:** 08/01/1998 **Registration test status:** Accepted for registration **Registration history:** Registered from 08/01/1998.

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

NNTT contact details	**Case manager:**	Monica Khouri
	Address:	National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000 GPO Box 9973 ADELAIDE SA 5001
	Phone:	(08) 8306 1230 Freecall 1800 640 501
	Fax:	(08) 8224 0939
	Web page:	www.nntt.gov.au

SG6024/98 (SC98/1)
Technical description of external boundary
Attachment C1 of the Application
Page 1 of 1, A4, 03/06/1999

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

Longitude East	Latitude South
139.737303	-29.418630
139.772781	-29.420940
139.804519	-29.424681
139.830734	-29.429037
139.834408	-29.429836
139.861790	-29.419667
140.347810	-29.239654
140.657300	-29.124604
140.998021	-28.997612
140.998030	-28.966730
140.998030	-28.937710
140.998040	-28.876460
140.998060	-28.793130
140.998080	-28.730180
140.998090	-28.646850
140.998110	-28.581480
140.998170	-25.997890
139.999994	-25.998040
139.899486	-26.149154
139.799511	-26.317416
139.568507	-26.694866
139.365983	-26.955466
139.874364	-26.953639
139.873204	-27.000069
139.873193	-27.000528
139.869907	-27.316296
139.867955	-27.500069
139.866921	-27.596802
139.999995	-27.598386
140.132342	-27.599835
140.135962	-27.611105
140.139910	-27.619416
140.164364	-27.662183
140.176638	-27.674922
140.180584	-27.677391
140.183592	-27.677908
140.183000	-28.116700
139.617362	-29.126964
139.452709	-29.209750
139.454302	-29.212482
139.454764	-29.213275
139.453353	-29.215443
139.455917	-29.217386
139.455936	-29.217812
139.456016	-29.219624
139.453601	-29.221528
139.453008	-29.223353
139.452762	-29.223505
139.451531	-29.224264
139.450910	-29.224646
139.449322	-29.225053
139.447978	-29.225397
139.447719	-29.225508
139.445722	-29.226364
139.444944	-29.226697
139.445014	-29.226936
139.445590	-29.228889

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

Longitude East	Latitude South
139.445930	-29.228886
139.447547	-29.228874
139.447925	-29.228871
139.449527	-29.228935
139.451092	-29.228998
139.456471	-29.228419
139.457800	-29.226631
139.458014	-29.226343
139.458446	-29.226392
139.459791	-29.226546
139.460572	-29.226634
139.461764	-29.228143
139.462025	-29.228474
139.464708	-29.226917
139.464952	-29.226775
139.465992	-29.227079
139.467615	-29.227555
139.468073	-29.227648
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139.470561	-29.228097
139.472168	-29.228261
139.472316	-29.228276
139.474592	-29.228789
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139.477452	-29.228267
139.477707	-29.226849
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139.482778	-29.226266
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139.484259	-29.226365
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139.485447	-29.227014
139.486645	-29.229766
139.486657	-29.229831
139.487179	-29.232907
139.487422	-29.234341
139.487526	-29.234648
139.488674	-29.238027
139.489471	-29.241204
139.490301	-29.243011
139.490558	-29.243571
139.489249	-29.244084
139.488074	-29.244545
139.487891	-29.244747
139.486223	-29.246581
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139.484533	-29.250921
139.482529	-29.253187
139.481562	-29.254280
139.481315	-29.254831
139.479871	-29.258058
139.479614	-29.258635
139.479548	-29.259045
139.479081	-29.261940
139.478898	-29.262256

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-2 JUL 1999
NNTT
ADELAIDE

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

Longitude East	Latitude South
139.475955	-29.267337
139.474883	-29.269545
139.475789	-29.269201
139.477107	-29.268701
139.477191	-29.268669
139.479686	-29.267197
139.480389	-29.266783
139.482159	-29.264683
139.483132	-29.264240
139.484506	-29.263614
139.484656	-29.263547
139.484787	-29.263661
139.486891	-29.265485
139.488987	-29.264596
139.489646	-29.264316
139.489942	-29.264669
139.491710	-29.266776
139.495079	-29.270068
139.495606	-29.270583
139.497413	-29.268031
139.497825	-29.265961
139.497277	-29.263969
139.496443	-29.261198
139.496562	-29.260739
139.497458	-29.257266
139.497593	-29.256883
139.498082	-29.255491
139.498241	-29.255037
139.499761	-29.252759
139.500135	-29.252198
139.500645	-29.252165
139.501940	-29.252080
139.505440	-29.251851
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139.514213	-29.254268
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139.519702	-29.258802
139.527675	-29.256267
139.548148	-29.268312
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139.582689	-29.289096
139.587878	-29.291244
139.586544	-29.294723
139.587830	-29.297019
139.598164	-29.300124
139.600920	-29.298141
139.606400	-29.296357
139.607222	-29.296951
139.627976	-29.311949
139.631214	-29.314662
139.641583	-29.314669
139.642406	-29.316111

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

Longitude East	Latitude South
139.646079	-29.322539
139.646333	-29.322983
139.646340	-29.323136
139.646437	-29.325222
139.651666	-29.337945
139.651114	-29.341477
139.652983	-29.344293
139.655578	-29.345114
139.660921	-29.361104
139.659724	-29.364404
139.663218	-29.366605
139.664889	-29.368832
139.665059	-29.373121
139.666312	-29.378963
139.677571	-29.382360
139.680640	-29.383807
139.680756	-29.383862
139.687933	-29.383401
139.689124	-29.380552
139.693109	-29.379941
139.699396	-29.378162
139.703977	-29.376076
139.716497	-29.384960
139.719938	-29.387430
139.722105	-29.386367
139.723755	-29.383802
139.727313	-29.386851
139.728835	-29.392009
139.733583	-29.394725
139.732467	-29.403342
139.734287	-29.402272
139.735550	-29.401530
139.739992	-29.399858
139.740570	-29.402254
139.743961	-29.402214
139.746562	-29.404405
139.743483	-29.413409
139.737056	-29.417211
139.737303	-29.418630

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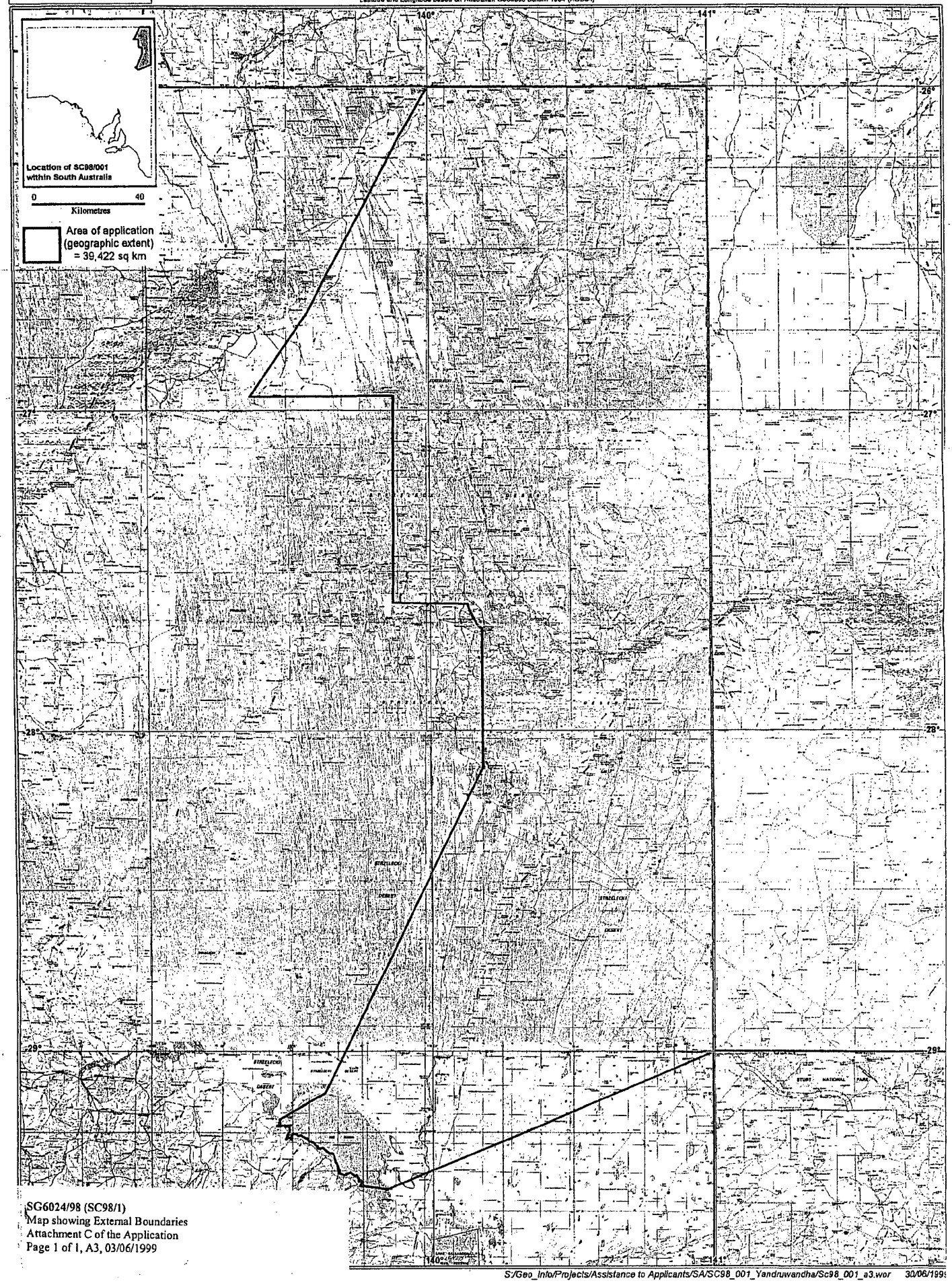
This map product MUST NOT be sold, given away, traded, let, hired or otherwise dealt with. This is a condition of the Data Licensing Agreement for the AUSLIG data.

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

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



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

S:/Geo_Info/Projects/Assistance to Applicants/SA/SC98_001_Yandruwandha/Sc98_001_a3.wor 30/06/199

SCHEDULE 2 : PART 2 : ASSOCIATION

REGISTRAR OF ABORIGINAL CORPORATIONS

COMMONWEALTH OF AUSTRALIA
ABORIGINAL COUNCILS AND ASSOCIATIONS ACT 1976

CERTIFICATE OF INCORPORATION OF AN ABORIGINAL ASSOCIATION

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

YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)

has this day been incorporated under the Act

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

COMMONWEALTH OF AUSTRALIA
REGISTRAR OF ABORIGINAL CORPORATIONS
AUSTRALIA

J Mastrolembo

Acting Registrar

SCHEDULE 3 : PAYMENTS TO THE ASSOCIATION

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

Production Payments

1. **Tax Invoice for GST component**

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

2. **Payment by Grantee Party to State**

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

3. **Calculations to follow Petroleum Act**

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%.

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

4. **Goods and Services Tax**

4.1 Acknowledgement

The parties acknowledge that the payments referred to in clause 7 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 Grantee Party under clause 7 and in this Schedule 3 of this Deed ('**Payment**') constitutes consideration for a taxable supply by the Association:

(a) the amount of the Payment shall be increased by, and the Grantee Party shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate; and

(b) the Grantee Party must pay that additional amount at the same time and in the same manner as the Payment to which it relates

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

4.3 Interpretation

(a) In this clause, the expression 'Prevailing GST Rate', in relation to a particular taxable supply, means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and

(b) A word or expression used in this clause which is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* has the same meaning in this clause.

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

PETROLEUM ACT 2000

PRODUCTION LICENCE .....

GUIDELINES FOR PAYMENT OF ROYALTY AND PROVISION OF INFORMATION

(1) Payment of Royalty

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

(2) Calculation of Royalty

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

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

(b) a sum being expenses actually incurred by the Producer in respect of persons not employed on site by the Producer but whose employment functions directly relate to relevant treating, processing or refining of the substance prior to delivery (but not upstream of the wellhead) or in transporting the substance to the point of delivery to the purchaser;

(c) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer or some one or more of them in respect of operating costs related to treating, processing or refining of the substance prior to delivery or in

transporting the substance to the point of delivery to the purchaser, including but not limited to the amount of any licence fees payable in respect of any production licence, associated facilities licence or pipeline licence, provided however that:

(i) the amount of such deduction will be reduced by the amount obtained upon the sale of any item of plant which has not been depreciated or which has been fully depreciated, but not so as to reduce the deduction below zero,

(ii) if any such expenses are incurred pursuant to any agreement which is not *bona fide* or arms length, such expenses (or part thereof) shall not be deducted, and

(iii) any expenses allowed as a deduction under clause (2)(c) shall not include any expenditure provided for in clause (2)(a) or (2)(b) or (2)(d),

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

(A) in the calendar year 200.. – the sum of $.....; or

(B) in all subsequent calendar years, the sum of $..... increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) for the City of Adelaide ('CPI') from the CPI in the calendar year 200.. to the CPI in the relevant year

shall not be deductible,

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

(3) <u>Further provisions regarding calculation of Royalty</u>

(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 of disposal of water used in connection with treating processing or refining of the substance prior to delivery or for any similar purpose other than the production of the substance and may also include the actual capital expenditure incurred by the Producer in converting a well used for the production of the substance to a well used for such other purposes.

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of Plant

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

(f) Take or Pay

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

(g) Tolling

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

(ii) Any sums, being sums deemed under clause (3)(g)(i) to be part of the *bona fide* value of the substances, paid by the Producer in respect of the use of such plant for treating processing or refining such substance or in transporting such substance to the point of delivery to the purchaser shall be deemed to be an expense under clause (2)(c).

(iii) If any such plant is used for treating processing or refining of the substance sourced from outside of the areas referred to in clause (3)(g)(i) or in transporting such substance to the point of delivery to the purchaser any amounts which may be claimed as deductions under this clause (whether such deductions be by way of operating expenditure or capital expenditure) in respect of such plant shall be reduced by the proportion which would be obtained by the method of apportioning costs used by the Producer to ascertain the tolling fee, but any revenue received by the Producer for the use of such plant for the treating, processing or refining of such substance prior to delivery or in transporting the substance to the point of delivery to the purchaser shall not be deemed to part of the gross sales value of the substance.

(4) Royalty Returns

(a) Not later than thirty (30) days after the conclusion of each calendar month the Licensee will calculate and notify to the Minister the royalty, calculated by taking the *bona fide* sales value of the substance sold in that month, and deducting therefrom the most recent estimated monthly expenditure provided under clause (4)(c), payable by each Licensee. The Licensee shall with each such notification provide the Minister with a statement, in a form approved by the Minister, advising of the quantity of the substance sold and the amount realised upon such sale during the last preceding month, together with such other information as the Minister may require.

(b) The Licensees shall not later than thirty (30) days after the conclusion of each calendar month pay to the Minister the amount of royalty specified in the notice referred to in clause (4)(a) as payable.

(c) On or before each 15th March (in respect of the next succeeding twelve (12) month period commencing 1st July), the Licensee shall *bona fide* estimate the sales volume of the substance, the sales value of the substance, the allowable deductions apportioned between capital and operational deductions and hence calculate the estimated royalty payable for the next succeeding twelve (12) month period and shall provide the Minister with such estimates, together with the apportionment thereof on a monthly basis. A review of such forecast will be required if significant change to the forecast is evident. The Licensee will be required to provide a bona fide forecast as necessary for up to a period of 5 financial years including detail as referred to above but excluding a monthly apportionment for all but the proceeding twelve (12) month period.

(d) Not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 30 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.

(e) The Licensee shall not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June pay to the Minister the additional royalty calculated in accordance with the reconciliation referred to in clause 4(d) as payable by the Licensee.

(f) The Licensee shall at its cost cause the royalty calculation reconciliations submitted by the Licensee to be audited by the auditor appointed by the Licensee to audit its own accounts (provided that such auditor must be a duly registered auditor in Australia) and the Licensee shall forward a copy of the auditor's report in respect of a particular reconciliation within 3 months of the receipt of such reconciliation by the

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

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

SCHEDULE 4 : ANCILLARY AGREEMENT

THE YANDRUWANDHA/YAWARRAWARRKA PEOPLE
('Native Title Party')

and

VERNON E FAULCONER AUSTRALIA INC
('Explorer')

and

THE YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)
('Association')

ANCILLARY AGREEMENT
NATIVE TITLE : PETROLEUM

CROWN SOLICITOR
Level 9
45 Pirie Street
Adelaide SA 5000
Telephone (08) 8207 1720

MINTER ELLISON
Lawyers
15th Floor AMP Building
1 King William Street
ADELAIDE SA 5000
Telephone (08) 8233 5555
Facsimile (08) 8212 7518

HUNT & HUNT
Lawyers
12th Floor
26 Flinders Street
ADELAIDE SA 5000
Telephone (08) 8414 3333
Facsimile (08) 8211 7362

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ANCILLARY AGREEMENT
NATIVE TITLE : PETROLEUM

THIS AGREEMENT is made the day of 2002

BETWEEN **THE YANDRUWANDHA/YAWARRAWARRKA PEOPLE** by **CHARLIE MOORE, FREDRICK BROWN, LESLIE HARRIS, AARON PATERSON, ANITA PATERSON, FAY NICHOLLS, THERESA BOTTRELL,** the registered native title claimants in relation to native title determination application no. SG 6024/98 in the Federal Court of Australia, C/- Hunt & Hunt Solicitors, 12th Floor, 26 Flinders Street Adelaide South Australia 5000

('Native Title Party')

AND **VERNON E FAULCONER AUSTRALIA INC ARBN 074 387 349** of Level 5, National Bank House, 255 Adelaide Street, Brisbane Queensland 4000

('Grantee Party')

AND **THE YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)** of 153 Berserker Street North Rockhampton, Queensland 4700

('Association')

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 Number SG/ 6024/98 for a determination of native title in respect of the Claimed Land.

B. Explorer 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 the grant of the PEL is within the Claimed Land.

D. Explorer does not dispute that members of the Native Title Claim Group assert native title rights and interests over Claimed Land including within the Licence Area.

E. The Parties having negotiated in good faith, intend that this Agreement shall provide:

(a) certain terms and conditions with which Explorer 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. Explorer's obligations under this Agreement are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a determination of native title.

G. The Native Title Claim Group (including the registered native title claimants) resolved on the 12th day of June 2001 to incorporate under the *Aboriginal Councils and Associations Act 1976 (Commonwealth)*. On the 2nd day of August 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) pursuant to the *Aboriginal Councils and Associations Act 1976 (Commonwealth)*.

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

NOW THIS AGREEMENT WITNESSES as follows:

1. INTERPRETATION AND OTHER MATTERS

1.1 The Recitals and the Schedules to this Agreement form part of this Agreement and shall be used in its interpretation and construction.

1.2 Unless the contrary intention appears in this Agreement:

(a) monetary references are references to Australian currency;

(b) 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;

(c) the singular includes the plural and vice versa and reference to a gender includes each other gender;

(d) a reference to an individual or person includes a company, corporation, partnership, joint venture, association, authority, trust, state, government or body whether incorporated or not, and vice versa;

(e) 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;

(f) a reference to Explorer includes the employees, servants, agents, contractors and sub-contractors of Explorer engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon Explorer shall, where Explorer has engaged an agent, contractor or sub-contractor to undertake any activity which Explorer is required or authorised to undertake under this Agreement, be construed as an obligation or duty upon Explorer to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty;

(g) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived therefrom or otherwise granted under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them;

(h) the headings in this Agreement are for convenience of reference only and shall not be used in its interpretation or construction;

(i) the meaning of general words will not be limited by reference to accompanying specific words;

(j) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Agreement;

(k) Recitals and Schedules form part of this Agreement;

(l) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;

(m) a reference to any party to this Agreement includes that party's executors, administrators, substitutes, successors and assigns;

(n) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;

(o) 'business day' excludes a Saturday, Sunday or public holiday in South Australia;

(p) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;

(q) a reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them; and

(r) any term or expression used herein which is defined in either the Petroleum Act or the Native Title Act has the same meaning as in that legislation.

1.3 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 Australia District Registry of the Federal Court of Australia.

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

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

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

1.7 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.

1.8 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 for all purposes as if that part were not contained herein; and

(b) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component.

(c) PROVIDED that in the event the offending provisions are the inclusion of the Association as a party to this Agreement and the consequential provisions of that inclusion then the agreements, representations and warranties therein contained shall be attributed and be taken to have always been attributed to the Native Title Party.

2. DEFINITIONS

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

'Aboriginal Record'	has the same meaning as prescribed in the *Aboriginal Heritage Act 1988 (South Australia)*;
'Applicable Law'	means every law and regulation (whether of the Commonwealth or of the State of South Australia) from time to time in operation in South Australia which is applicable to the activities, rights and obligations of a party to this Agreement;
'Areas of Significance'	means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Party of those areas and includes any **'Aboriginal site'** as defined by the *Aboriginal Heritage Act 1988 (South Australia)* and any **'significant Aboriginal areas'** as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Commonwealth)*;
'Association'	means the association or corporation named in Part 2 of Schedule 2;
'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 paragraph 11.2 of clause 11 and **'clear'**, **'cleared'** and **'clearing'** have corresponding meanings;
'Commencement Day'	means the day of the date of this Agreement or another date agreed in writing by the parties;
'Cultural Confidence'	means any cultural information including information held in an Aboriginal Record disclosure of which is by tradition restricted or forbidden;
'Deed'	means the Deed made for the purposes of section 31(1)(b) of the Native Title Act to which this Agreement is ancillary;

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

'Essential Term' has the same meaning as in the Deed;

'Explorer' means the party of the second part and includes any assignee or transferee of Explorer;

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

(a) any Associated Facilities Licence subsequently able to be lawfully issued to Explorer within the Licence Area or outside the Licence Area but within the Claimed Land; and

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

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

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

'Native Title Act' means the *Native Title Act 1993* (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;
'Operational Area'	means any part of the Licence Area upon which from time to time under the terms of this Agreement Explorer proposes to carry out Petroleum Operations;
'PEL'	means the exploration licence described in Schedule 1 applied for by Explorer 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 and 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 as amended or any enactment substituted therefore together with any regulations and subordinate legislation made thereunder;
'Petroleum Operations'	means operations carried out pursuant to, or for the purpose of giving effect to, a Licence and includes accessing Operational Areas, seismic surveying, drilling, geological, geophysical and other exploration activities, and the development, production, gathering, separating, pressure maintenance, dehydrating, heating, treating, processing, handling, transportation, fractionation, storage and distribution and marketing of Petroleum produced or to be produced from the Licence Area, including the design, capacity, installation, operation, maintenance, repair and replacement of all facilities required;
'Project'	means all operations proposed or which may be undertaken by Explorer or its contractors relating or incidental to the activities conducted or authorised under a Licence;

'Report'	means a written report about a Clearance provided by the Native Title Party to Explorer as 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 and **'transfer'**, **'transferred'** and **'transferring'** have corresponding meanings;
'Work Programme'	means a detailed description of proposed work on an Operational Area by Explorer;
'Work Site'	means any camp site or other living area, air strip, water bore site, drill site or other location for Petroleum Operations activity in the Licence Area which Explorer proposes pursuant to the terms of this Agreement to locate in an Operational Area and includes any other area in the Licence Area in which Explorer proposes to carry out Petroleum Operations.

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 persons on whose behalf the Native Title Application is made.

4.2 Explorer 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 the Association as a party to this Agreement.

4.3 The Association represents and warrants that all necessary actions have been taken in accordance with its constitution and by law to enter into this Agreement and this Agreement is valid and binding and enforceable in accordance with its terms against the Association.

5. UNDERTAKINGS BY EXPLORER

Explorer undertakes:

(a) to grant to the Native Title Party the rights and privileges as set out in this Agreement; and

(b) subject to compliance on the part of the Native Title Party and the Association with their respective obligations hereunder, Explorer will comply with the terms and conditions on Explorer's part herein contained and shall make payments in accordance with this Agreement to the Association of the amounts to which the Association is entitled from time to time as provided in this Agreement.

6. RECONNAISSANCE SURVEYS OF LICENCE AREA BY EXPLORER

6.1 The parties acknowledge that prior to the date of execution of this Agreement Explorer has awaited grant of a Licence and except as otherwise disclosed in writing by Explorer, has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for Petroleum Operations on the Licence Area (**'Reconnaissance Surveys'**).

6.2 Notwithstanding the provisions of this Agreement relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order efficiently to carry out the purposes of this Agreement, it may be necessary for Explorer 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) Explorer is conducting the Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under clause 10 hereof; or

(b) the Association has consented to activities following a preliminary consultation convened with a representative of the Native Title Party for the purpose of Explorer explaining to the Native Title Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably or capriciously withheld).

7. LAND ACCESS AND OCCUPATION

7.1 The Native Title Party and the Association acknowledge the grant to Explorer of a Licence in respect of the Licence Area authorises Explorer, its contractors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.

7.2 The Association may object in writing upon reasonable grounds to a person having access to the Licence Area and Explorer 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 Explorer shall notify the Association of the name of the representative of Explorer 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 Explorer shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with clauses 11, 12 and 13 and Schedule 3 of this Agreement and to comply with all conditions consistent with this Agreement.

9. PETROLEUM OPERATIONS

Explorer shall at all times upon the Licence Area:

(a) comply with the provisions of the Petroleum Act and any Licence granted to Explorer thereunder;

(b) comply with the environment protection procedures required by all Applicable Laws relevant to its Petroleum Operations;

(c) conduct itself in accordance with good and accepted petroleum industry practice standards;

(d) ensure that as far as is reasonably practical its Petroleum Operations cause minimum disturbance to the Licence Area; and

(e) use good and accepted petroleum industry practice to avoid oil spills or blowouts.

10. NOTIFICATION OF OPERATIONS

10.1 Subject to the provisions of clauses 11, 12 and 13 and Schedule 3 hereof, Explorer shall provide the Association at least sixty-eight (68) days in advance of Petroleum Operations being conducted in an Operational Area a written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of Explorer's proposed work programme, namely:

(a) the proposed location of seismic lines and access roads;

(b) the proposed approximate location of Work Sites;

(c) the proposed method of seismic operations (specifically whether two or three dimensional seismic operations over specific areas) and other consequential operations, including exploration drilling and testing and the proposed construction or use of access roads in such operations;

(d) the major items of equipment proposed to be used;

(e) the location of any proposed earthworks for the disposal of any waste material arising out of Petroleum Operations;

(f) the location of any proposed earthworks for minimising environmental disturbance or pollution, including oil spills and blowouts;

(g) the proposed site and nature of any buildings or structures (including pipelines and associated facilities); and

(h) any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.

10.2 Prior to the expiration of fourteen (14) days (or such other period as the parties agree) after Explorer has requested a Clearance and provided the particulars of its proposed work programme in accordance with the preceding paragraph of this clause 10, Explorer and the Association by their respective representatives and advisors, shall meet. The purpose of such meeting shall be:

(a) to discuss the proposed work programme and its practical implementation including matters such as access to existing tracks, topography, the work programme envisaged (including disturbance to the physical environment) and the major items of equipment to be used;

(b) to identify aspects of the proposed work programme and proposed Clearance where efficiencies can be implemented; and

(c) to discuss arrangements for preliminary access by Explorer for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment.

10.3 If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to paragraph 10.1 hereof, the Association may, prior to the proposed commencement of Petroleum Operations request Explorer to provide and Explorer shall provide, reasonable further particulars of such proposed Petroleum Operations.

10.4 The Association may object to the proposed Petroleum Operations referred to in paragraph 10.1 provided:

(a) the objection is made in writing within fourteen (14) days of receipt of the work programme; and

(b) the matter objected to is likely to have a material adverse impact or cause substantial disturbance to native title rights and interests in the Licence Area.

10.5 In the event that the Association has a specific objection to any part of the particulars of the proposed Petroleum Operations supplied by Explorer under paragraph 10.1, or to any substantial change therein of which notice has been given under paragraph 10.8:

(a) the Association 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 programme 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; and

(d) if no such specific objection is raised within the said fourteen day period by the Association, Explorer may proceed on the basis that the particulars provided by Explorer pursuant to this clause 10 constitute the details of the work programme for its Petroleum Operations.

10.6 Where the Association receives a request for Clearance pursuant to paragraph 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 programme is substantially similar to the current request) in accordance with the terms and conditions of this Agreement, the Association shall by notice in writing within two (2) weeks of the request notify Explorer 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 programme without the written consent of the Association. For this purpose, **'material modification or alteration'** means a modification or alteration:

(a) of any Operational Area other than a reduction in the size of that area; or

(b) of any Petroleum Operations to be carried out at an Operational Area which is reasonably likely to result in a substantially greater environmental impact than that arising from the existing work programme.

10.8 Explorer shall give notice to the Association if Explorer at any time proposes to implement a material modification or alteration. Where Explorer gives such notice after obtaining a Clearance the parties shall proceed in accordance with paragraph 13.6.

10.9 Subject to the *Aboriginal Heritage Act 1988* (South Australia), where Explorer has duly complied with the processes required of it:

(a) pursuant to paragraph 10.1, and no Clearance is conducted within 68 days (or such later time as the parties in writing agree); or

(b) pursuant to paragraph 10.8 for the circumstances set out in sub-paragraph 13.6(b), and no Clearance is conducted within 14 days (or such later time as the parties in writing agree); or

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

then it is acknowledged Explorer 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 Explorer will nominate a representative to assist the Scouting Team for the duration of the Clearance. Explorer's representative shall:

(a) be responsible for identifying the location of proposed seismic lines, access roads and other areas of proposed activity; and

(b) where possible, for relocating these where, upon advice from the 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 hereof.

11.4 Explorer's representative shall accompany the Scouting Team when required to do so subject to the Scouting Team's ability to exclude Explorer'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 Explorer's representative to that effect and Explorer's representative may propose alternative Operational Areas during the course of the Clearance provided that:

(a) any such alternative Operational Areas do not constitute a material modification or alteration to the work programme referred to in paragraph 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) Explorer shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by the Association pursuant to this Agreement in which case neither the Native Title Party nor the Association shall complain that Petroleum Operations conducted in accordance with clauses 10, 11, 12 and 13 hereof interfered with any Areas of Significance. Explorer shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

11.7 Explorer 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 hereof;

(b) comply with the conditions of the Clearance (as referred to in clause 13 hereof); and

(c) instruct its contractors, its employees, agents and visitors accordingly in relation to its obligations under sub-paragraphs (a) and (b) hereof.

12. SCOUTING TEAM

12.1 At the cost of Explorer in accordance with a Budget, the Native Title Party and the Association will identify and the Association will organise the members of a Scouting Team for the purposes of this clause 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 programme 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 programme are likely to disturb, damage, or interfere with Areas of Significance;

(b) give advance warning to Explorer's representative nominated to assist the Scouting Team to enable Explorer's representative to relocate parts of seismic lines, access roads or Work Sites or any other activities described in the work programme, in order to avoid and protect Areas of Significance;

(c) show reasonable diligence in preparing for and carrying out such work while Explorer 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 Explorer'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 the Association with the concurrence of Explorer (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 eight (8) persons consisting of such numbers of men and women as thought by the Native Title Party and the Association to be appropriate in accordance with Aboriginal culture and tradition.

12.4 The Native Title Party and the Association acknowledge that in most areas up to four (4) persons will be sufficient to ensure the integrity of the Clearance, however they reserve the right to include up to a maximum of eight (8) people in the event that they believe it is necessary and appropriate to do so. The Association agrees to consult with Explorer 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 The Association must promptly notify Explorer upon completion of a Clearance and as soon as practicable but no later than fourteen (14) days after the completion of the Clearance, the Native Title Party and the Association must provide a Report (through a Specialist) to Explorer.

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 paragraphs 11.5 and 12.2(b);

(c) describe any conditions on which the Native Title Party has provided the Clearance so as to minimize the impact of Petroleum Operations to Areas of Significance; and

(d) be signed by the Specialists.

13.3 Nothing in this Agreement compels the Native Title Party nor any member of the Scouting Team or the Association to disclose to Explorer or to the Explorer'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 and the Association 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 Explorer has obtained a Clearance pursuant to this Agreement and subsequent events cause Explorer to require any material modification or alteration (as defined in paragraph 10.7) to any part of the programme of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:

(a) Explorer shall notify the Association as soon as practicable and request that the Scouting Team inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of this Agreement;

(b) in such cases (other than circumstances set out in the next sub-paragraph of this paragraph) the Native Title Party and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying Explorer in writing of its consent to such material modification or alteration or ensuring the commencement by a Scouting Team of the inspection for Clearance of those areas as requested by Explorer; and

(c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by Explorer in accordance with sub-paragraph (a) of this paragraph 13.6 the Scouting Team will report to Explorer the results of its inspection prior to leaving the area and confirm those results in a Report.

14. BUDGETS AND PAYMENT BY EXPLORER FOR CLEARANCE WORK

14.1 The Association must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to paragraph 10.1 submit to Explorer a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable Explorer and the Association 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 Explorer and the Association in writing within seven (7) days of the Association providing a proposed Budget to Explorer.

14.3 Explorer will make payment of expenditure in accordance with the agreed Budget, to the Association in three separate instalments as follows:

(a) forty percent (40%) seven (7) days prior to the mobilisation of the Scouting Team; and

(b) thirty percent (30%) at the end of field inspection for the Clearance; and

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

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

(a) the services of the members of the Scouting Team (including the costs of preliminary consultation with a Specialist);

(b) provision of suitable camping facilities and food and a camp cook for the Scouting Team;

(c) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts;

(d) vehicle insurance, fuel and costs of any necessary and unavoidable repair required; and

(e) administration costs associated with the implementation of the Clearance,

in accordance with the Budget.

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 Explorer shall not be responsible for the expense of the additional persons, unless otherwise agreed between the parties.

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

14.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between Explorer and any person employed or engaged by the Association 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 Explorer. The Native Title Party and the Association will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986*, the *Occupational Health, Safety and Welfare Act 1986*, the *Income Tax Assessment Act*

1936 or the *Income Tax Assessment Act 1997* (both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association engages or retains any person for the purposes of performing its obligations under this Agreement.

14.8 Explorer is responsible for and indemnifies and agrees to keep indemnified the members of the Scouting Team from and against all and any claims of whatever nature and however arising for personal injury or death or damage or destruction of personal property of the Scouting Team or any member of the Scouting Team to the extent caused or contributed to by any negligent act or omission of Explorer, its employees, contractors or subcontractors.

14.9 Explorer 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 the Association otherwise agrees, Explorer shall take all reasonable steps to ensure prompt removal from the Licence Area of any contractor, employee, agent, or visitor of Explorer, who:

(a) has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance; or

(b) has negligently or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with clauses 11, 12 and 13 and Schedule 3 hereof except where there is no damage to the interests of the Native Title Party; or

(c) has acted in a disorderly manner on the Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to members of the Native Title Claim Group.

15.2 In the event of a dispute between the Association and Explorer as to whether a person has acted in a manner justifying removal from the Licence Area the matter shall be referred for resolution pursuant to clause 27.

16. INSTRUCTION IN ABORIGINAL CULTURE

16.1 Explorer 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 persons have an awareness and an understanding of:

(a) native title;

(b) their obligations under the *Aboriginal Heritage Act 1988 (South Australia)*, the *Aboriginal and Torres Strait Islander Heritage Protection Act (1984) (Commonwealth)*, the *Native Title Act* and this 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 Explorer with the concurrence of the Association (which concurrence shall not be unreasonably withheld).

16.4 Explorer shall promote among non-Aboriginal people employed in Petroleum Operations a knowledge, understanding and respect for the tradition and culture of the Native Title Claim Group.

16.5 Explorer 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 Explorer.

16.6 Explorer shall consult with and have regard to the views of the Native Title Party in relation to the formulation and presentation of the instruction referred to in the previous paragraph of this clause.

16.7 The Association shall, whenever requested by Explorer so to do give all reasonable assistance to Explorer in attaining the objectives of this clause and shall be reimbursed by Explorer for all reasonable expenses incurred by it in so doing.

17. EXPLORER COVENANTS

Explorer covenants with the Native Title Party that:

(a) in connection with the conduct of Petroleum Operations by it on the Licence Area Explorer shall in accordance with Applicable Law:

(i) keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;

(ii) take all precautions to reduce fire risk on the Licence Area;

(iii) ensure all well sites are capped or sufficiently fenced off after drilling so as to prevent injury to persons or stock.

(b) where Explorer reasonably believes appropriate, Explorer will provide to persons from the Native Title Claim Group, the Association and persons accompanying them, relevant:

(i) driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and

(ii) induction procedures to meet all necessary workplace health and safety requirements

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

(c) if, at any time in the course of carrying out Petroleum Operations Explorer or any person acting on behalf of Explorer (despite a Clearance) identifies any burial site or any archaeological or historical site or object, or any site or object which Explorer or any person acting on behalf of Explorer suspects to be an Area of Significance or Aboriginal object, then in addition to obligations under the *Aboriginal Heritage Act* 1988 (South Australia) and the *Aboriginal and Torres Strait Islander Heritage Protection Act* 1984 (Commonwealth) Explorer will promptly report the location of such site or object to the Association.

(d) the location of the site or object will be treated by Explorer as though no Clearance in relation to it had previously been given and any relevant object will be left in situ without being moved or interfered with pending further Clearance in accordance with this Agreement.

18. THE NATIVE TITLE PARTY COVENANTS

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

(a) not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with this Agreement or any other agreement between the parties;

(b) not lodge or make any objection to any grant to Explorer pursuant to the Petroleum Act unless Explorer has failed to comply with any Essential Term; and

(c) actively support Explorer'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 Explorer in furthering a Project under any current, new or amended legislation. In particular, such active support will include provision of all relevant consents and authorisations to allow the grant of of the said approvals, consents and other entitlements and rights and assistance to procure the withdrawal of any objections thereto;

(d) actively assist Explorer where a Native Title Claim is made by any Aboriginal person not bound by this Agreement over:

(i) any part of a Licence Area, or

(ii) any other area utilised or intended to be utilised in relation to a Project

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

(e) ensure that where Explorer provides the items mentioned in Clause 17(b) for the use of the persons mentioned in that clause, then all the persons so provided will utilise those provisions and otherwise conduct themselves in accordance with Explorer's reasonable safety requirements;

(f) refrain from doing any act which would impede, hinder or prevent Explorer from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Agreement; and

(g) in the course of performing their obligations pursuant to this Agreement observe all Applicable Law.

19. RIGHTS OF THE NATIVE TITLE PARTY

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

(a) to move freely throughout Operational Areas including all roads thereon; and

(b) to pursue customary and traditional activities in 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 Explorer for the purpose of safety and to priority of use by Explorer for the purpose of Petroleum Operations without Explorer undertaking any liability for such use.

19.4 The Association shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Association's obligations under this Agreement save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of Explorer in accordance with paragraph 12.3(a).

20. RIGHTS OF EXPLORER

20.1 Explorer's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms of grant of a Licence.

20.2 In the exercise of its rights Explorer undertakes to observe and perform the terms of this Agreement and neither the Native Title Party nor the Association will cause Explorer disturbance or interruption in the course of exercising that right and the

discharge of Explorer's legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.

20.3 In the event of any emergency situation occurring on a Licence Area at any time Explorer 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. Explorer shall notify as soon as reasonably practicable, the Association of the emergency situation, and after the emergency consult with the Association in relation to further measures to be taken in respect thereof.

21. REVERSION OF INFRASTRUCTURE

Within the period of twelve calendar months (or such other time as may be agreed between the parties) after Explorer ceases to have any right to conduct operations in the Licence Area, Explorer shall remove from the Licence Area all surface infrastructure or facilities constructed for the purposes of Petroleum Operations which (subject to the Petroleum Act) are reasonably capable of removal other than those which Explorer, any lessee of the land containing the Licence Area, all government regulatory agencies and the Association 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 PEL, Explorer may wish to apply for further or other Licences under the Petroleum Act in respect of the whole or any part of the Licence Area. In the event of Explorer so applying, and any further or other Licence being granted by the Minister, unless the parties otherwise agree, the provisions of this Agreement shall apply *mutatis mutandis* in relation to the conduct of Petroleum Operations on the further or other Licence so granted.

23. FORCE MAJEURE

23.1 In the event that the performance of this Agreement by a party is prevented or delayed in whole or in part by acts of God, flood, fire or damage caused by lightening, storm, tempest, unseasonable rains, strikes, lockouts or other industrial disturbance, riots, blowouts, laws, rules, regulations, or directions of a governing body having jurisdiction over the Licence Area, religious or other ceremonial activities of members of the Native Title Claim Group, inability to obtain equipment or material or any other causes which by the exercise of due diligence that party is unable to prevent or overcome ('**force majeure**'), this agreement shall nevertheless continue and remain in force and effect but that party shall not be in default hereunder for as long as it continues to be prevented or delayed as aforesaid by such force majeure and the time within which such party is required to perform any work to satisfy any obligations hereunder shall be extended by a period equivalent to that during which such prevention or delay continues provided that:

(a) the cause of the force majeure as far as possible shall be remedied with all reasonable dispatch by such party; and

(b) no party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.

23.2 The party affected by any event of force majeure as aforesaid shall forthwith give notice in writing thereof to each other party of the occurrence of such event, the likely period of delay and the cessation thereof.

24. ASSIGNMENT

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

(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 the Association a deed of assumption undertaking to observe and comply with all that proportion of the obligations of Explorer under this agreement which are commensurate with the rights transferred to it by Explorer.

25. CONFIDENTIAL INFORMATION

25.1 Explorer agrees to keep confidential each and every Cultural Confidence of which it becomes aware.

25.2 The Native Title Party and the Association agree to keep confidential all aspects of Explorer's activities pertaining to a Licence of which it becomes aware.

26. GOODS & SERVICES TAX

26.1 Subject to paragraph 26.3 Explorer must pay to the Association in respect of any taxable supply made to Explorer pursuant to or in connection with this Agreement an amount equal to any GST which is payable by the Association.

26.2 The GST on a taxable supply is the amount ascertained by multiplying:

(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 Explorer must pay to the Association an amount equal to the GST on a taxable supply, provided the Association has first issued to Explorer a tax invoice, at the same time and in the same manner as it is required to pay any other amount to the Association in respect of that taxable supply. If no other amount is payable by Explorer to the Association in respect of that taxable supply, Explorer must pay to the Association an amount equal to the GST on that taxable supply twenty-eight (28) days after the receipt by Explorer of a tax invoice from the Association.

26.4 For the purposes of the GST Act, Explorer shall be regarded as having requested a tax invoice from the Association in respect of each taxable supply. Any tax invoice

issued may be issued in addition to any other invoice that relates to the taxable supply.

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 twenty-one (21) days after the Association becomes aware that the adjustment event has occurred.

26.6 The Association will issue to Explorer an adjustment note in respect of a supply that is subject to an adjustment event covered by paragraph 26.5 of this clause. Such adjustment note will be issued no later than twenty-one (21) days after the Association becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.

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 the Association or of Explorer or the settlement of any dispute (including a dispute with the Commissioner of Taxation);

(b) '**adjustment note**' has the same meaning as it has from time to time in the GST Act;

(c) '**GST**' has the same meaning as it has from time to time in the GST Act;

(d) '**GST Act**' means the *A New Tax System (Goods and Services Tax) Act 1999* and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the *A New Tax System (Goods and Services Tax Transition) Act 1999*;

(e) '**price**' has the same meaning as it has from time to time in the GST Act;

(f) '**supply**' has the same meaning as it has from time to time in the GST Act;

(g) '**tax invoice**' has the same meaning as it has from time to time in the GST Act; and

(h) '**taxable supply**' has the same meaning as it has from time to time in the GST Act.

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.

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 Explorer and either or both of the Native Title Party and the Association ('**Complainant**') must give written notice ('**Notice of Dispute**') to the other parties ('**Respondent**'). The notice must adequately identify and provide details of the dispute and refer to any documentary evidence of the matters claimed in the dispute and designate a senior representative of the Complainant who has the authority to negotiate and settle the dispute.

27.4 Response to Dispute

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

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 paragraph 27.4 investigate, negotiate and endeavour to settle the dispute.

27.6 Mediation

(a) If, within one month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Schedule 6 hereto, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant

experience of the matter in dispute or, failing agreement within fourteen days, the mediator shall be appointed by the President of the Law Society of South Australia for the time being.

(b) The President of the Law Society of South Australia (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:

(i) for the preservation and protection of the native title rights and interests of the Native Title Party; and

(ii) the statutory rights, obligations and commercial imperatives of Explorer;

and shall take account of the fact that this Agreement constitutes a cross-cultural commercial agreement..

(c) The mediator, in conducting the mediation shall have regard to:

(i) the parties' intentions in this Agreement for the preservation and protection of the Aboriginal tradition of the Native Title Party; and

(ii) the statutory rights, obligations and commercial imperatives of Explorer.

(d) If within one month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.

(e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.

(f) None of the parties may commence court proceedings or arbitration concerning this Agreement unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Agreement may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory relief.

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

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 Explorer shall notify the Association one month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.

28.2 A surrender under the preceding paragraph of this clause 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 Explorer 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 Explorer's Licence in respect of the Licence Area:

(a) Explorer shall pay to the Association any and all monies then payable or accrued which are due to the Association pursuant to this Agreement; and

(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 Explorer to carry out or complete any Petroleum Operations.

28.6 Except as provided in paragraph 28.3 this Agreement shall terminate when the parties have complied with its terms and all Licences have terminated.

28.7 The parties obligations under paragraphs 9(a), 9(b), 9(d), and clauses 17, 21 and 25 shall to the extent referred to therein survive any termination of this Agreement.

29. EMPLOYMENT OPPORTUNITIES

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

30. NOTICES

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

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

Explorer's address:	Vernon E Faulconer Australia Inc c/- Mr Ross Wecker 262 Maundrell Terrace Aspley Queensland 4034 Facsimile number: (07) 3862 8722
Association's address:	Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) 153 Berserker Street North Rockhampton Qld 4700 Facsimile number: (08) 8211 7362

30.2 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.

30.3 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.

31. COUNTERPARTS

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

Executed by the parties as an Agreement.

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

.....
Witness

Name Shaun Berg

Address 12/26 Flinders Street
Adelaide SA 5000

Occupation Solicitor

.....
Charlie Moore

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

.....
Witness

Name Shaun Berg

Address 12/26 Flinders Street
Adelaide SA 5000

Occupation Solicitor

.....
Fredrick Brown

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

.....
Witness

Name Shaun Berg

Address 12/26 Flinders Street
Adelaide SA 5000

Occupation Solicitor

.....
Leslie Harris

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

.....
Witness

Name Shaun Berg

Address 12/26 Flinders Street
Adelaide SA 5000

Occupation Solicitor

.....
Aaron Paterson

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

.....
Witness

Name Shaun Berg

Address 12/26 Flinders Street
Adelaide SA 5000

Occupation Solicitor

.....
Anita Paterson

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

.....
Witness

Name Shaun Berg

Address 12/26 Flinders Street
Adelaide SA 5000

Occupation Solicitor

.....
Fay Nicholls

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

.....
Witness

Name Shaun Berg

Address 12/26 Flinders Street
Adelaide SA 5000

Occupation Solicitor

.....
Theresa Bottrell

THE COMMON SEAL of the YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION) was affixed hereto in accordance with its Constitution in the presence of:

.....
(Gloria Patterson – Member)

.....
(Aaron Patterson – Member)

.....
(Leslie Harris - Member)

Common Seal

.....
(Shirley Harris – Member)

.....
(Patrick Ferguson – Member)

.....
(Sneider Brown – Member)

.....
(Deborah Brown – Member)

.....
(Joyce Singleton – Member)

THE COMMON SEAL of VERNON E FAULCONER AUSTRALIA INC was affixed hereto in accordance with its Constitution in the presence of:

.....
(Director)

.....
(Print name of Officer)

.....
(Director/Secretary)

.....
(Print name of Officer)

Common Seal

SCHEDULE 1 : DESCRIPTION OF THE LICENCE APPLICATION AREA

APPLICATION FOR PETROLEUM EXPLORATION LICENCE PETROLEUM ACT, 1940 (SECTION 7)

PRIMARY INDUSTRIES AND RESOURCES SA

To the Chief Executive, Department of Primary Industries and Resources South Australia

I/We, . . VERNON E FAULCONER AUSTRALIA INC. . . . . .

. . . . . .

. . . . . .

hereby make application for the grant of a petroleum exploration licence in respect of the area described hereunder (please tick block(s) you are applying for):

DESCRIPTION OF AREA

Block	Tick here	Approximate area km²	Acres (million)
CO99-A	☐	584	146 859
CO99-B	☐	617	152 342
CO99-C	☐	651	160 869
CO99-D	☑	767	189 538
CO99-E	☐	1069	264 251
CO99-F	☐	438	108 138

Please indicate Block(s) under application. Note each Block is offered as a separate licence and the application fee, while currently A$~~2849~~ per licence, is subject to annual adjustment (the next proposed fee adjustment is 1 July 1999). Details in support of the application and the application fee of $ 2,298 are attached (see Checklist).

2298

. . . . .

SR 27/2/183

CO99-D

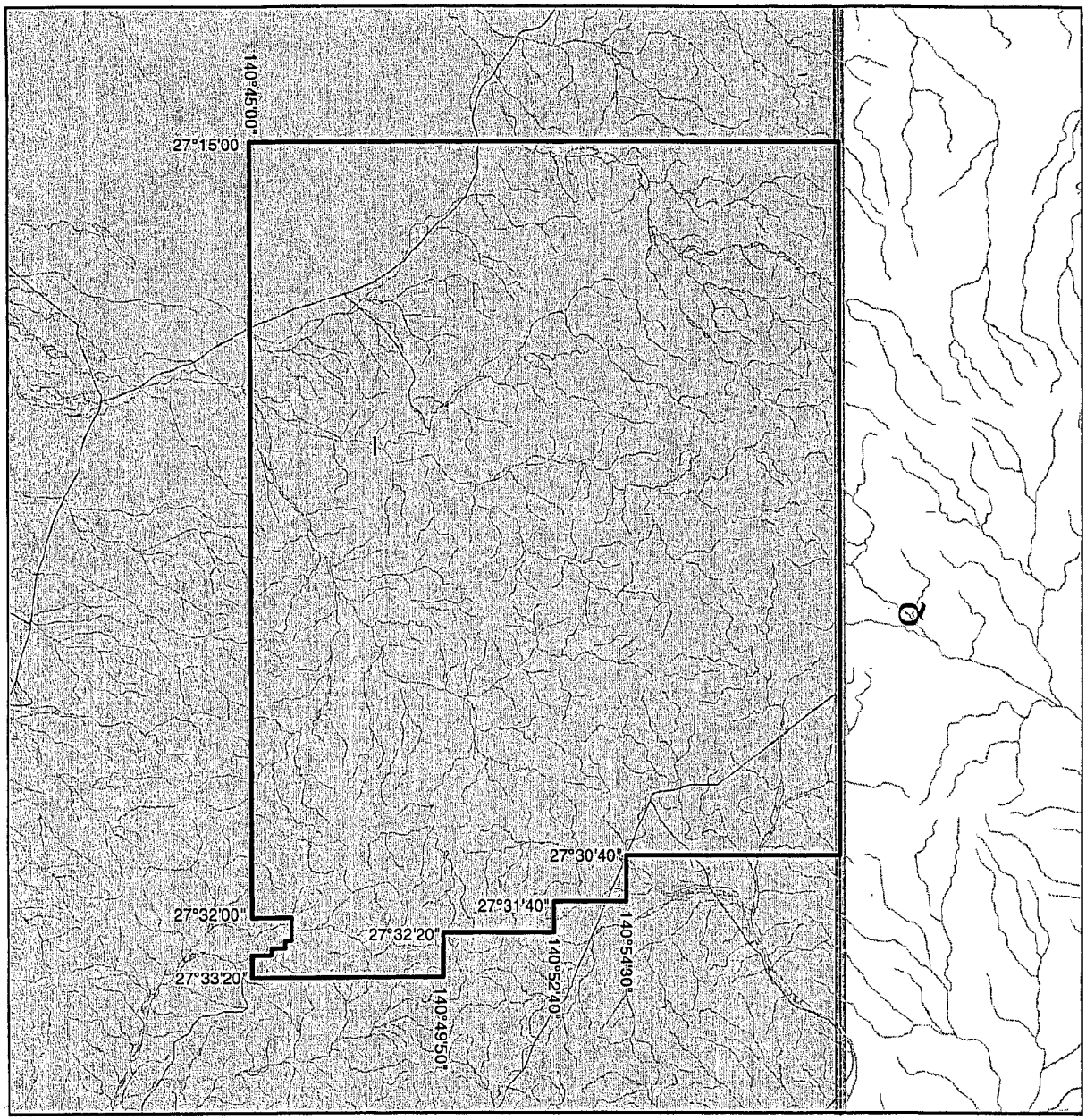
DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 27º15'00"S and longitude 140º45'00"E, thence east to the eastern border of the State of South Australia, thence southerly along the border of the said State to latitude 27º30'40"S, west to longitude 140º54'30"E,
south to latitude 27º31'40"S, west to longitude 140º52'40"E,
south to latitude 27º32'20"S, west to longitude 140º49'50"E,
south to latitude 27º33'20"S, west to longitude 140º45'00"E,
north to latitude 27º32'50"S, east to longitude 140º45'30"E,
north to latitude 27º32'40"S, east to longitude 140º45'50"E,
north to latitude 27º32'30"S, east to longitude 140º46'00"E,
north to latitude 27º32'00"S, west to longitude 140º45'00"E,
and north to the point of commencement.

All the within latitudes and longitudes being geodetic and expressed in terms of the Australian Geodetic Datum as defined on p. 4984 of Commonwealth Gazette number 84 dated 6 October 1966.

AREA: 767 square kilometres approximately.



SCALE 1:250 000

5 2.5 0 5 10 15

Kilometres

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

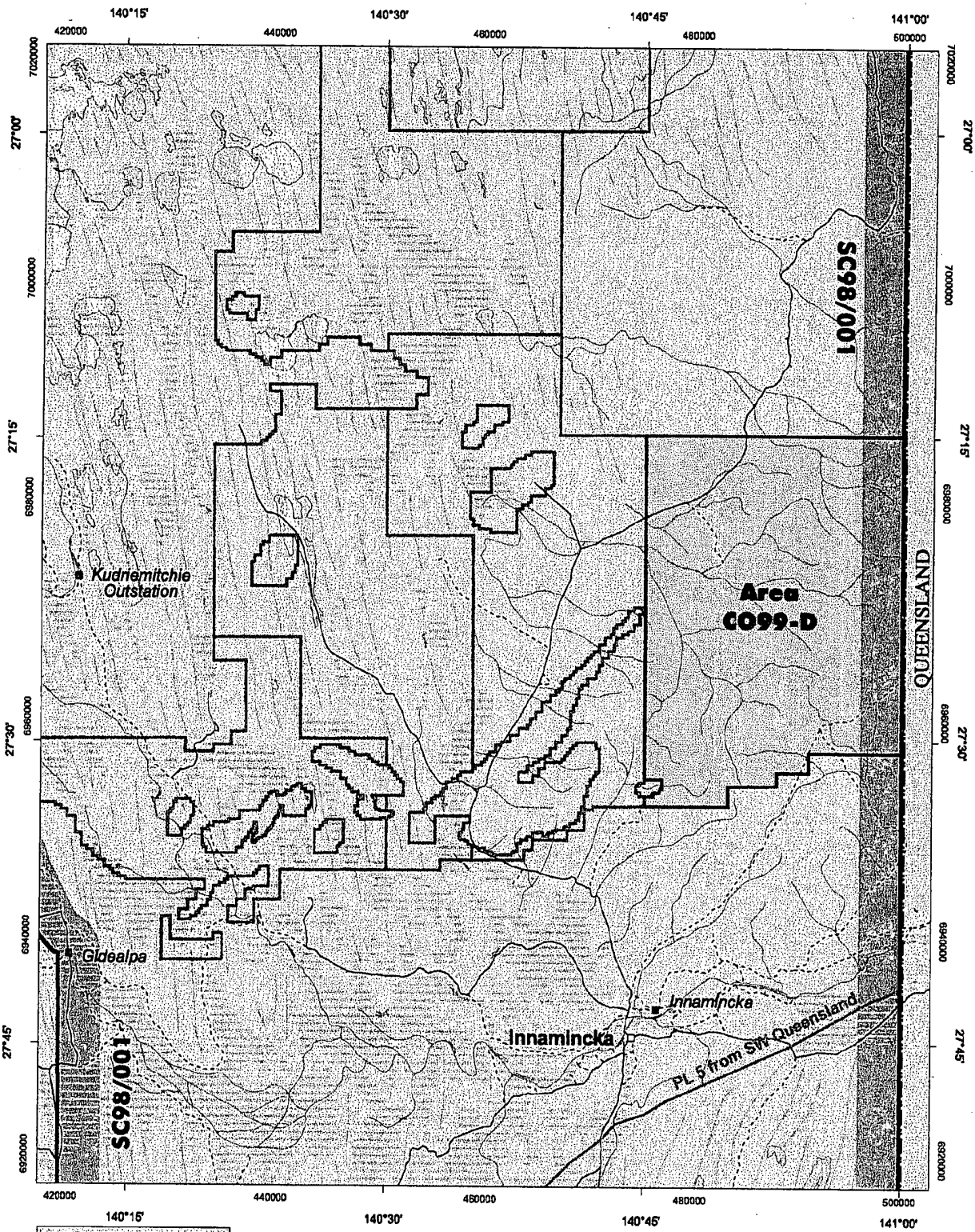
VERNON E FAULCONER AUSTRALIA INC

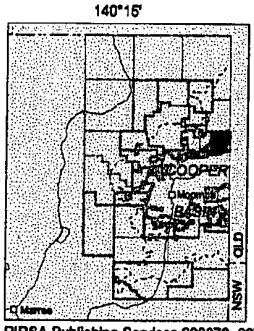
PETROLEUM EXPLORATION LICENCE NO: 103

PRIMARY INDUSTRIES AND RESOURCES SA

SR 27/2/183

AREA: **767** sq km (approx)





Petroleum Exploration Licence Application (PELA) Area CO99-D

Subject areas of agreement for Native Title Claims

SC98/001 – Yandruwandha/ Yawarrawarrka Native Title Claim

0 5 10 15 Kilometres

Datum GDA94 - Projection MGA Zone 54

Cooper Basin - South Australia
Native Title Claimants for area CO99-D

Disclaimer

There is no warranty that this map is free from errors or omissions. Issued under the authority of the Hon Paul Holloway MLC Selected data on this map are available digitally and can be downloaded from www.pir.sa.gov.au

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PRIMARY INDUSTRIES AND RESOURCES SA

MINERALS & ENERGY RESOURCES

Government of South Australia

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Printed 20 September 2002

PRIMARY INDUSTRIES AND RESOURCES SA

REGISTERED NATIVE TITLE CLAIMANTS in RESPECT to CO99 NEGOTIATIONS

MINERALS & ENERGY RESOURCES Government of South Australia

Registered Native Title claimants

SC97/004

(Edward Landers Dieri People)

CO99-E
Origin Energy Resources Ltd
921.97 km sq

CO99-G
Santos Limited
1007.11 km sq

CO99-H
Tyers Investments Pty Ltd
814.42 km sq

SC98/001

(Yandruwandha/Yawarrawarrka People)

CO99-A
Liberty Petroleum Corporation
593.51 km sq

CO99-B
Vernon E Faulconer Australia Inc
616.52 km sq

CO99-C
Stuart Petroleum NL
649.65 km sq

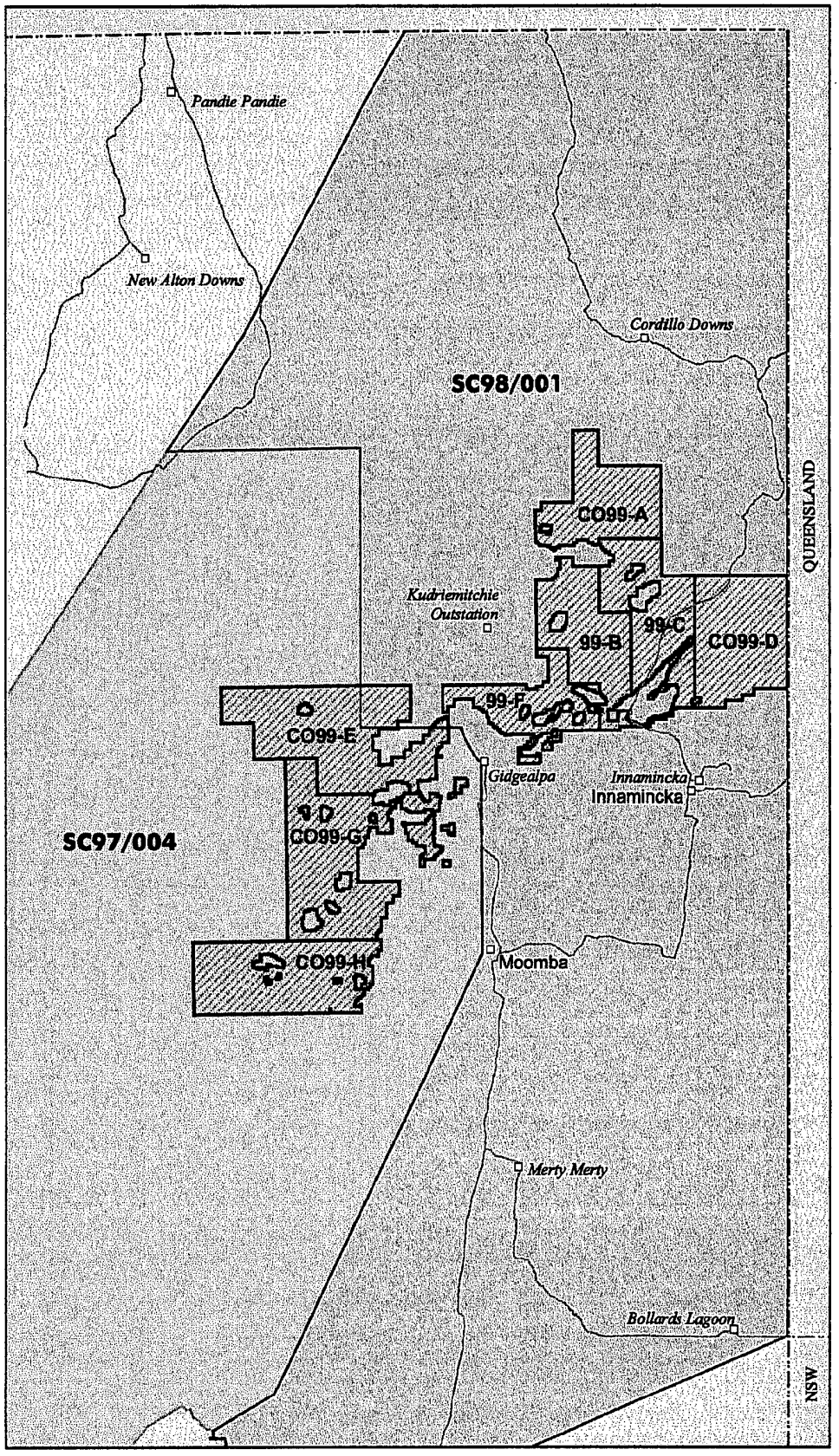
CO99-D
Vernon E Faulconer Australia Inc
766.99 km sq

CO99-E
Origin Energy Resources Ltd
143.13 km sq

CO99-F
Amity Oil NL
Dan A Hughes
Tri-C Resources NL
437.20 km sq

Petroleum tenements

Petroleum Exploration Licence Application (PELA)



GDA

0 20 40 Kilometers

Projection - MGA Zone 54

PIRSA Publishing Services 201292_001

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

NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SG6024/98 NNTT number: SC98/1
Application name	Yandruwandha/Yawarrawarrka Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	08/01/1998
Current stage(s)	Notification Complete
Applicants	Mr Charlie Moore, Mr Fredrick Brown, Name Withheld for Cultural Reasons, Mr Leslie Harris, Mr Aaron Paterson, Ms Anita Paterson, Ms Fay Nicholls, Ms Theresa Bottrell
Address for service	Ward & Partners Solicitors 12th Floor, 26 Flinders Street ADELAIDE SA 5000 Phone: (08) 8414 3333 Fax: (08) 8211 7362
Persons claiming to hold native title	The Yandruwandha/Yawarrawarrka Native Title claim group comprises those people who hold in common the body of traditional law and culture governing the area that is the subject of the claim being: 1 People who are related by means of the principle of descent to the following Yandruwandha/Yawarrawarrka apical ancestors: 1.1 Annie (born at Cordillo Downs) who is the mother of Archie Guttie; 1.2 Maggie, who is the mother of Annie King. 1.3 Tiniwa Clara, mother of Frank Booth and Alice Miller (nee Booth); 1.4 The parents of Punbili Bob Parker (Senior); 1.5 Flash Ted Bikehandle and his wife Topsy; 1.6 Kimi (born at Innamincka) and his wife; 1.7 Maramundu Jack "The Ripper" Parker; 1.8 The woman (born at Cordillo Downs) who is the mother of the sibling set - Mary Stafford (nee Moore), Jack Moore, Charlie Moore (Senior), and female twins whose names are unknown; 1.9 The parents of Albert Moore; 1.10 Brothers Walter Harris(on) and Dick Harrison; 1.11 The parents of Lilly (whose married name is Parker) and her sister Kathlene (whose married name is George); 1.12 Annie and her husband, who are the parents of Coongie Maggie (born at Coongie Lakes in South Australia); 1.13 The parents of the sibling set - Billy Parker, Jessy Parker, Peter "Petekin" Parker, and Paddy Parker; 1.14 Flash Tommy and his wife Sarah, who are the parents of the sibling set - Colin Flash, George Flash (also known as George Murray), Ted "Chippie" Flash and Albert "Bully" Flash. Sarah is also the mother of John Murray (also known as "Chunder" Williams) and Roger Murray; 1.15 The parents of sibling set - Merty George and Merty Johnny and Merty Mick; and 1.16 Larrikin Mick., 2 The Yandruwandha/Yawarrawarrka principles of incorporation into the group according to traditional law and custom also include: 2.1 Being of Aboriginal descent; 2.2 Having a connection with the claim area in accordance with the traditional laws and

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

A) a map showing the external boundaries of the area covered by the claim, marked as Attachment C
B) a technical description of the external boundary, marked as Attachment C1
1. The Yandruwandha/Yawarrawarrka native title claim area is in relation to all land and inland waters identified by the mid point of the blue line on the map (attachment C) showing the geographical boundaries of the claim area subject to:

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

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

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

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

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

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

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

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

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

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

(iv) a valid unqualified grant of an estate in fee simple.

(2) The valid grant of:

	(i) a scheduled interest (see section 249C of the NTA), including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and the conditions of the lease; (ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see section 249); (iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see section 246); (iv) a lease for the provision of a community services or amenities within a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see section 249A). It is not intended that exclusive rights and interests are claimed in relation to areas subject to valid previous non exclusive possession acts, as defined by s. 23F of the Native Title Act 1993 .

Registration information	*Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.* **Date claim entered on Register of Native Title Claims:** 08/01/1998 **Registration test status:** Accepted for registration **Registration history:** Registered from 08/01/1998.

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

NNTT contact details	**Case manager:**	Monica Khouri
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SC98/1 YANDRUWANDHA/YAWARRAWARRKA
COORDINATES OF EXTERNAL BOUNDARY
(Coordinates: Decimal Degrees. Datum: AGD84)

Longitude East	Latitude South
139.737303	-29.418630
139.772781	-29.420940
139.804519	-29.424681
139.830734	-29.429037
139.834408	-29.429836
139.861790	-29.419667
140.347810	-29.239654
140.657300	-29.124604
140.998021	-28.997612
140.998030	-28.966730
140.998030	-28.937710
140.998040	-28.876460
140.998060	-28.793130
140.998080	-28.730180
140.998090	-28.646850
140.998110	-28.581480
140.998170	-25.997890
139.999994	-25.998040
139.899486	-26.149154
139.799511	-26.317416
139.568507	-26.694866
139.365983	-26.955466
139.874364	-26.953639
139.873204	-27.000069
139.873193	-27.000528
139.869907	-27.316296
139.867955	-27.500069
139.866921	-27.596802
139.999995	-27.598386
140.132342	-27.599835
140.135962	-27.611105
140.139910	-27.619416
140.164364	-27.662183
140.176638	-27.674922
140.180584	-27.677391
140.183592	-27.677908
140.183000	-28.116700
139.617362	-29.126964
139.452709	-29.209750
139.454302	-29.212482
139.454764	-29.213275
139.453353	-29.215443
139.455917	-29.217386
139.455936	-29.217812
139.456016	-29.219624
139.453601	-29.221528
139.453008	-29.223353
139.452762	-29.223505
139.451531	-29.224264
139.450910	-29.224646
139.449322	-29.225053
139.447978	-29.225397
139.447719	-29.225508
139.445722	-29.226364
139.444944	-29.226697
139.445014	-29.226936
139.445590	-29.228889

SG6024/98 (SC98/1)
Technical description of external boundary
Attachment C1 of the Application
Page 1 of 1, A4, 03/06/1999

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

Longitude East	Latitude South
139.445930	-29.228886
139.447547	-29.228874
139.447925	-29.228871
139.449527	-29.228935
139.451092	-29.228998
139.456471	-29.228419
139.457800	-29.226631
139.458014	-29.226343
139.458446	-29.226392
139.459791	-29.226546
139.460572	-29.226634
139.461764	-29.228143
139.462025	-29.228474
139.464708	-29.226917
139.464952	-29.226775
139.465992	-29.227079
139.467615	-29.227555
139.468073	-29.227648
139.470025	-29.228043
139.470561	-29.228097
139.472168	-29.228261
139.472316	-29.228276
139.474592	-29.228789
139.477338	-29.228902
139.477452	-29.228267
139.477707	-29.226849
139.478350	-29.226854
139.480024	-29.226866
139.480043	-29.226866
139.482778	-29.226266
139.482784	-29.226266
139.484259	-29.226365
139.485192	-29.226428
139.485447	-29.227014
139.486645	-29.229766
139.486657	-29.229831
139.487179	-29.232907
139.487422	-29.234341
139.487526	-29.234648
139.488674	-29.238027
139.489471	-29.241204
139.490301	-29.243011
139.490558	-29.243571
139.489249	-29.244084
139.488074	-29.244545
139.487891	-29.244747
139.486223	-29.246581
139.485665	-29.248840
139.484533	-29.250921
139.482529	-29.253187
139.481562	-29.254280
139.481315	-29.254831
139.479871	-29.258058
139.479614	-29.258635
139.479548	-29.259045
139.479081	-29.261940
139.478898	-29.262256

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

Longitude East	Latitude South
139.475955	-29.267337
139.474883	-29.269545
139.475789	-29.269201
139.477107	-29.268701
139.477191	-29.268669
139.479686	-29.267197
139.480389	-29.266783
139.482159	-29.264683
139.483132	-29.264240
139.484506	-29.263614
139.484656	-29.263547
139.484787	-29.263661
139.486891	-29.265485
139.488987	-29.264596
139.489646	-29.264316
139.489942	-29.264669
139.491710	-29.266776
139.495079	-29.270068
139.495606	-29.270583
139.497413	-29.268031
139.497825	-29.265961
139.497277	-29.263969
139.496443	-29.261198
139.496562	-29.260739
139.497458	-29.257266
139.497593	-29.256883
139.498082	-29.255491
139.498241	-29.255037
139.499761	-29.252759
139.500135	-29.252198
139.500645	-29.252165
139.501940	-29.252080
139.505440	-29.251851
139.510511	-29.252639
139.514213	-29.254268
139.515794	-29.255663
139.519446	-29.258883
139.519702	-29.258802
139.527675	-29.256267
139.548148	-29.268312
139.550904	-29.266285
139.559023	-29.276570
139.566120	-29.276971
139.572203	-29.280664
139.576432	-29.282306
139.582689	-29.289096
139.587878	-29.291244
139.586544	-29.294723
139.587830	-29.297019
139.598164	-29.300124
139.600920	-29.298141
139.606400	-29.296357
139.607222	-29.296951
139.627976	-29.311949
139.631214	-29.314662
139.641583	-29.314669
139.642406	-29.316111

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

Longitude East	Latitude South
139.646079	-29.322539
139.646333	-29.322983
139.646340	-29.323136
139.646437	-29.325222
139.651666	-29.337945
139.651114	-29.341477
139.652983	-29.344293
139.655578	-29.345114
139.660921	-29.361104
139.659724	-29.364404
139.663218	-29.366605
139.664889	-29.368832
139.665059	-29.373121
139.666312	-29.378963
139.677571	-29.382360
139.680640	-29.383807
139.680756	-29.383862
139.687933	-29.383401
139.689124	-29.380552
139.693109	-29.379941
139.699396	-29.378162
139.703977	-29.376076
139.716497	-29.384960
139.719938	-29.387430
139.722105	-29.386367
139.723755	-29.383802
139.727313	-29.386851
139.728835	-29.392009
139.733583	-29.394725
139.732467	-29.403342
139.734287	-29.402272
139.735550	-29.401530
139.739992	-29.399858
139.740570	-29.402254
139.743961	-29.402214
139.746562	-29.404405
139.743483	-29.413409
139.737056	-29.417211
139.737303	-29.418630

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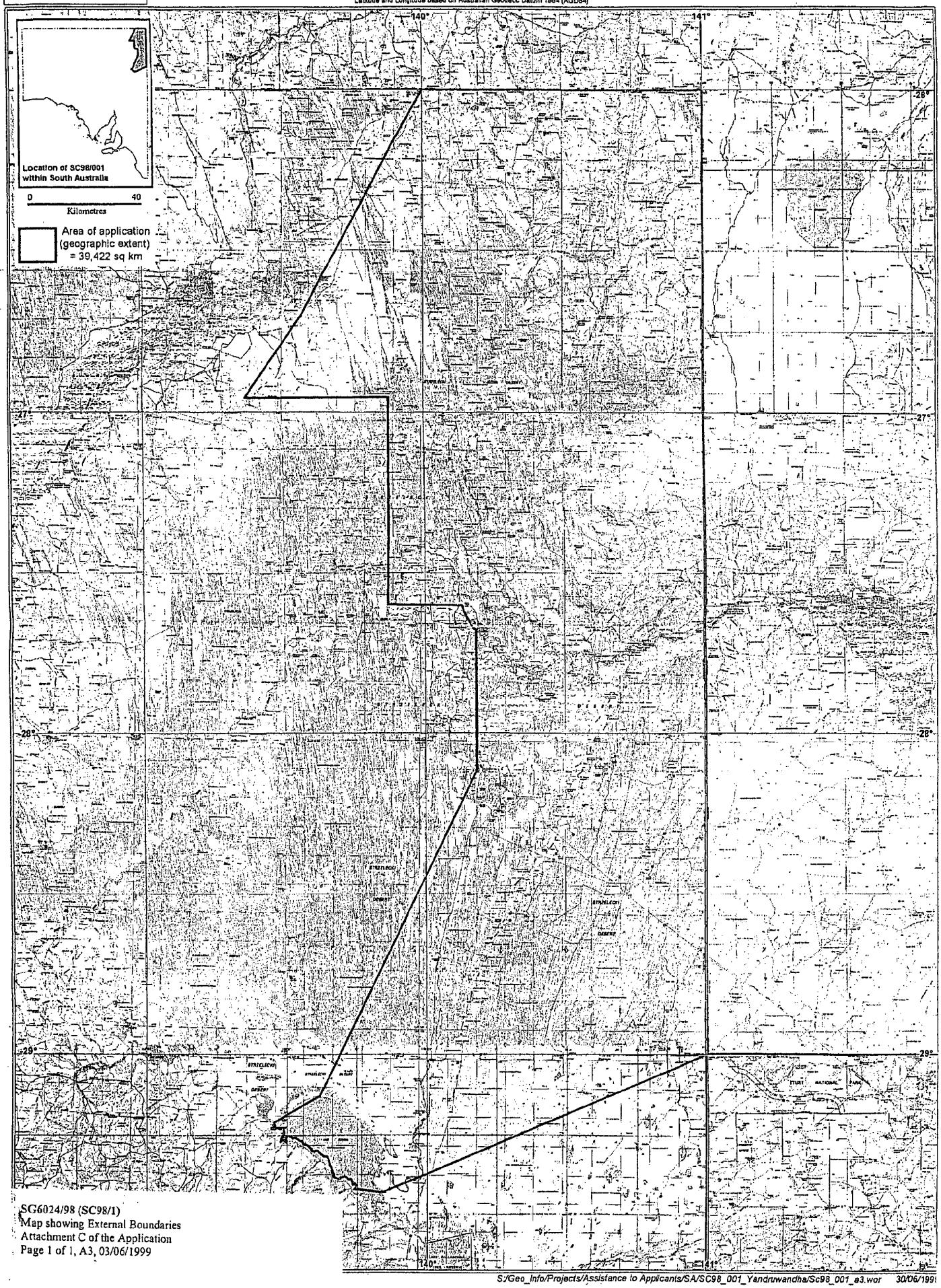
This map product MUST NOT be sold, given away, traded, let, hired or otherwise dealt with. This is a condition of the Data Licensing Agreement for the AUSLIG data.

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

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



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

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SCHEDULE 2 : PART 2 : ASSOCIATION

REGISTRAR OF ABORIGINAL CORPORATIONS

COMMONWEALTH OF AUSTRALIA
ABORIGINAL COUNCILS AND ASSOCIATIONS ACT 1976

CERTIFICATE OF INCORPORATION OF AN ABORIGINAL ASSOCIATION

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

YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)

has this day been incorporated under the Act

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

COMMONWEALTH OF AUSTRALIA
REGISTRAR OF ABORIGINAL CORPORATIONS

J. Mastrolembo

Acting Registrar

SCHEDULE 3 : CLEARANCE PROCEDURES

1. The Association 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.

2. The Association in consultation with the Native Title Party will ensure that if required, both a male and a female Specialist are available to join the Scouting Team depending on the part of the Licence Area under consideration at any given time and the Area or Areas of Significance that may be therein.

3. A Specialist (engaged according to paragraph 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 Explorer's proposed Petroleum Operations under the terms of this Agreement.

4. Subject to the terms of this Agreement the Native Title Party and the Association will ensure that a Scouting Team is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by Explorer in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and the Association will ensure that the Scouting Team operates on a regular work schedule that as near as practicable coincides with and accommodates Explorer's work schedule.

5. The Association will arrange suitable camping facilities for the Scouting Team.

6. The Association in consultation with the Native Title Party will ensure that persons who are members of the Native Title Party (but in any event not exceeding the number of persons agreed with Explorer) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.

7. The Association will provide sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Scouting Team while it is undertaking the inspection and Clearance process.

8. The said vehicles will be insured by the Association and equipped by the Association with sufficient spare parts for the duration of the Clearance task.

9. The Association will cause a log-book to be kept and will ensure that the following information is recorded in the log book in relation to the use of the four-wheel drive vehicles:

(a) Date;

(b) Place of departure;

(c) Destination;

(d) Reason for the journey;

(e) Name of driver; and

(f) Number of kilometres travelled

in respect of each occasion that the four-wheel drive vehicles are used for or incidental to carrying out a Clearance and will make the log-book available to Explorer upon request.

10. Explorer will reimburse the Association in accordance with an agreed plan and Budget for the Association's reasonable costs for:

(a) engaging the services of the persons comprising the Scouting Team;

(b) providing camping facilities and food to the Scouting Team; and

(c) providing sufficient and appropriate 4 wheel drive vehicles for use by the Scouting Team

in accordance with a Budget.

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

12. Remuneration

Explorer will pay to or reimburse the Association the cost of engaging the services of the Scouting Team, for each Specialist and for each of the agreed number of Scouting Team members at the respective rates negotiated and agreed during negotiation of a Budget for each day required for compliance with clauses 11, 12 and 13 and this Schedule 3 and for travel to and from his or her place of residence within Australia, and reasonable travel costs, all in accordance with a Budget.

13. Food for Scouting Team

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

14. Four Wheel Drive Vehicles

Explorer will pay to the Association :

(a) where the Association provides four-wheel drive vehicles, the sum of fifty-five cents per kilometre in respect of the total number of kilometres properly recorded in the log book, in accordance with paragraph 9 of this Schedule 3, and the cost of fuel, where a four-wheel drive vehicle travelled distances for or incidental to conducting a Clearance; or

(b) the reasonable cost of hire of four-wheel drive vehicles and the cost of fuel and vehicle insurance, where the vehicle is hired and used for, or incidental to conducting a Clearance provided that the log book details are properly recorded in accordance with paragraph 9 of this Schedule 3.

SCHEDULE 4 : SCHEDULE OF EVENTS

Item	Events	Party Responsible	Maximum period for Events (in days)	Maximum cumulative Elapsed days
1	Explorer submits request and proposed work programme to Association *(Clause 10, Paragraph 10.1)*	Explorer	Not applicable	0
2	Preliminary meeting *(Clause 10, Paragraph 10.2)*	Explorer and Association	14	14
3	Association arranges for: 1. Anthropologist or other Specialist; 2. Scouting Team, and 3. Proposed Clearance plan and Budget and presents to Explorer *(Clause 12 and Clause 14, Para 14.1)*	Association	7	21
4	Clearance Plan and Budget meeting. Plan and budget agreed *(Clause 14, Paragraphs 14.1; 14.2)*	Explorer and Association	7	28
5	Scouting Team and field logistics organised, and Scouting Team mobilised to the field. *(Clause 12, Paragraph 12.1)*	Native Title Party and Association	12	40
6	Scouting Team completes field work and de-mobilises, notifies Explorer. *(Clause 13, Paragraph 13.1)*	Native Title Party and Association	14	54
7	Report delivered to Explorer *(Clause 13, Paragraph 13.1)*	Association	14	68

SCHEDULE 5 : BUDGET

Explorer: Date:

Clearance for PEL number(s):

Item	Description	Remarks	Units	Quantity	Unit Rate$	Survey Costs	NOTES
	Personnel						
	Specialist # 1		days				
	Specialist # 2		days				
	Scouting Team x		days				
	Camp Cook		days	1			
1	**TOTAL PERSONNEL**						
	Travel Costs						
	Vehicle Hire	4WD	days				
	Vehicle Fuel		days				
	Private Vehicle 2WD allowance	fuel, oil, tyres etc	km		0.52		
	Private Vehicle 4WD allowance	fuel, oil, tyres etc	km		0.55		
2	**TOTAL TRAVEL**						
	Accommodation & Logistics						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
3	**TOTAL ACCOMMODATION & LOGISTICS**						
	Administration						
	satellite phone hire		days				
	maps		total				
	photocopying		total				
	phone : fax : mail		total				
	bookings & fees		total				
	meetings & confs		total				
	legal		total				
4	**TOTAL ADMINISTRATION**						
5	**SUB -TOTAL**						
6	**Contingency**						
7	**GST**						
8	**GRAND TOTAL**						

SCHEDULE 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 interests in the dispute. If in the course of the mediation the mediator becomes aware of any circumstances that might reasonably be considered to affect the mediator's capacity to act impartially, the mediator must immediately inform the parties of those circumstances.

3. Co-operation

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

4. Conduct of Preliminary Conference

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

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

6. Communications between Mediator and Parties

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

7. Confidentiality of the Mediation

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

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

(a) any settlement proposal whether made by a party or the mediator;

(b) the willingness of a party to consider any such proposal;

(c) any statement made by a party or the mediator during the mediation; and

(d) any information prepared for the mediation.

9. Termination of the Mediation

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

10. Settlement of the Dispute

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

11. Enforcement of the Settlement Agreement

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

(a) for the purposes of this clause; and

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

12. Exclusion of Liability

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