INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM EXPLORATION LICENCE PEL 117

Volume 1

1.	3 October 2006	Grant of Licence Interests: SAPEX Limited Expiry Date: 2 October 2011
2.	3 October 2006	Memorandum entering PEL 117 on the public register.
3.	3 October 2006	Memorandum entering Deeds pursuant to *Native Title Act 1993* on the public register.
4.	3 October 2006	Deeds pursuant to Section 31 of the *Native Title Act 1993* dated 3 October 2006 between SAPEX Limited, the Minister for Mineral Resources Development, the Antakirinja Matu-Yankunytjatjara Native Title Claim Group, the Arabunna People Native Title Claimant Parties and the Yankunytjatjara/Antakirinja Native Title Holders.
5.	5 October 2006	Gazettal of Grant of Licence
6.	11 February 2008	Notation of registrable dealing as evidenced by Access and Cooperation Agreement dated 15 January 2008 between SAPEX Limited, Arckaringa Energy Pty Ltd and Altona Resources PLC is hereby entered on the public register. Ref: SA 2008-01
7.	30 April 2008	Notation of receipt of security.
8.	12 June 2008	Notation of registrable dealing as evidenced by Memorandum of Understanding dated 26 March 2008 between SAPEX Limited and Eastern Star Gas Limited is hereby entered on the public register. Ref: SA 2008-13
9.	6 March 2009	Memorandum entering variation of licence conditions on the public register.
10.	6 March 2009	Variation of licence conditions.
11.	12 October 2009	Suspension of the year 3 work commitments under licence condition 1 for the period from and including 3 October 2009 to 2 October 2010.
12.	12 October 2009	Memorandum entering suspension of licence condition 1 on the public register.

13.	15 October 2009	Gazettal of suspension of licence condition 1.
14.	22 July 2011	Suspension of licence condition for the period from and including 3 October 2011 to 2 April 2012. Extension of term of licence by corresponding period of suspension. PEL 117 is now due to expire 2 April 2012.
15.	22 July 2011	Memorandum entering suspension of condition and extension of licence term on the public register.
16.	28 July 2011	Gazettal of suspension of condition and extension of licence Term
17.	2 May 2012	Renewal of licence Expiry date of PEL 117 is now 2 April 2017 Interest in the licence: SAPEX Limited 100%
18.	2 May 2012	Memorandum entering renewal of licence, effective from 3 April 2012 on the public register.
19.	24 October 2012	Notation of registrable dealing as evidenced by Linc Energy Line of Credit - General Security Agreement dated 13 September 2012 between Linc Carbon Solutions Pty Ltd, Linc Energy Ltd, Linc Energy Operations Pty Ltd, Linc Energy Property Pty Ltd, New Emerald Coal Pty Ltd, New Emerald Coal Operations Pty Ltd, New Pentland Coal Pty Ltd and Sapex Limited is hereby entered on the public register. Ref: SA 2012-53
20.	7 May 2013	Memorandum entering notation of the following registrable dealing on the public register. Letter Agreement dated 10 April 2013 between SAPEX Limited and FCCD (Australia) Nominee Pty Ltd. Ref: SA 2013-16
21.	13 August 2015	Suspension of licence from and including 13 August 2015 to 12 August 2016. Expiry date of PEL 117 is now 3 April 2018.

22.	13 August 2015	Memorandum entering suspension of licence on the public register.
23.	20 August 2015	Gazettal of suspension of licence.
24.	10 June 2016	Suspension of licence from and including 13 August 2016 to 12 February 2017. Expiry date of PEL 117 is now 4 October 2018.
25.	10 June 2016	Memorandum entering suspension of licence on the public register.
26.	23 June 2016	Gazettal of suspension of licence.
27.	24 November 2016	Suspension of licence from and including 13 February 2017 to 12 August 2017. Expiry date of PEL 117 is now 3 April 2019.
28.	24 November 2016	Memorandum entering suspension of licence on the public register.
29.	1 December 2016	Gazettal of suspension of licence.
30.	6 July 2017	Suspension of licence from and including 13 August 2017 to 12 November 2017. Expiry date of PEL 117 is now 4 July 2019.
31.	6 July 2017	Memorandum entering suspension of licence on the public register.
32.	11 July 2017	Gazettal of suspension of licence.
33.	1 August 2017	Memorandum entering notation of revision to security arrangements on the public register.
34.	5 December 2017	Memorandum entering notation of change to a proprietary company on the public register.
35.	5 December 2017	Certificate of Registration on Conversion to a Proprietary Company dated 8 September 2017. From: SAPEX Limited To: SAPEX Pty Limited
36.	4 January 2018	Suspension of licence from and including 13 November 2017 to 12 February 2018. Expiry date of PEL 117 is now 4 October 2019.

37.	4 January 2018	Memorandum entering suspension of licence on the public register.
38.	9 January 2018	Gazettal of suspension of licence.
39.	3 May 2018	Suspension of licence from and including 13 February 2018 to 12 May 2018. Expiry date of PEL 117 is now 1 January 2020.
40.	3 May 2018	Memorandum entering suspension of licence on the public register.
41.	10 May 2018	Gazettal of suspension of licence.
42.	27 September 2018	Suspension of licence from and including 13 May 2018 to 12 November 2018. Expiry date of PEL 117 is now 3 July 2020.
43.	27 September 2018	Memorandum entering suspension of licence on the public register.
44.	4 October 2018	Gazettal of suspension of licence.
45.	4 December 2018	Suspension of licence for the period from and including 13 November 2018 to 12 May 2019. PEL 117 is now due to expire on 31 December 2020.
46.	4 December 2018	Memorandum entering suspension of licence on the public register.
47.	13 December 2018	Gazettal of suspension of licence.

Volume 2

48.	25 June 2019	Suspension of licence for the period from 5 June 2019 to 4 June 2020 inclusive. PEL 117 is now due to expire on 1 January 2022.
49.	25 June 2019	Memorandum entering suspension of licence on the public register.
50.	4 July 2019	Gazettal of suspension of licence.
51.	19 May 2020	Suspension of licence for the period from and including 5 June 2020 to 4 June 2021. PEL 117 is now due to expire on 1 January 2023.

52.	19 May 2020	Memorandum entering suspension of licence on the public register.
53.	28 May 2020	Gazettal of suspension of licence.

Dated: 28 May 2020

J MARTIN
Mining Registrar
Delegate of the Minister for Energy and Mining

NOTE 1: The effect of this notice is that:

- No applications for a corresponding licence may be made during the succeeding period.
- The succeeding period will always expire on a Sunday. From the immediately following Monday to the immediately following Friday, applications for a corresponding licence may be made (the application week).
- Applications made in the application week will not be dealt with under subsection 29(4) i.e., on a first come first served basis, but under subsection 29(6) i.e., on a merits basis.
- If no applications are made in the application week, the land in question will cease to be subject to the notice and any applications for an exploration licence made after that time will be dealt with under subsection 29(4).

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licences
PELs 117, 118, 119, 120, 121, 122, 123, 124, 160, 288, 289, 290 and 331

Gas Storage Exploration Licences
GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625

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 periods indicated below, pursuant to delegated powers dated 29 June 2018.

PELs 117, 118, 119, 120, 121, 122, 160, 288, 289, 290 and 331 for the period from 5 June 2020 to 4 June 2021 inclusive;
PEL 123 for the period from 21 July 2020 to 20 July 2021 inclusive;
PEL 124 for the period from 16 July 2020 to 15 July 2021 inclusive; and
GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from 18 July 2020 to 17 July 2021 inclusive.

- PELs 117, 121 and 122 will now expire on 1 January 2023.
- PELs 118 and 119 will now expire on 1 October 2024.
- PEL 120 will now expire on 1 January 2022.
- PEL 123 will now expire on 6 July 2026.
- PEL 124 will now expire on 7 July 2026.
- PEL 160 will now expire on 31 August 2025.
- PELs 288, 289, 290 and 331 are now due to expire on 31 May 2024.
- GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 are now due to expire on 31 May 2024.

Dated: 19 May 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

Suspension of Petroleum Exploration Licences PELs 143, 499 and 500
Gas Storage Exploration Licences GSELs 584, 585, 586 and 587

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 periods indicated below, pursuant to delegated powers dated 29 June 2018.

PEL 143 for the period from 16 February 2020 to 15 February 2021 inclusive.
GSELs 584, 585, 586 and 587 for the period from 15 February 2020 to 14 February 2021 inclusive.
PEL 499 for the period from 15 February 2020 to 14 February 2021 inclusive.
PEL 500 for the period from 1 April 2020 to 31 March 2021 inclusive.

- PEL 143 and GSELs 584, 585, 586 and 587 are now due to expire on 15 May 2025.
- PEL 499 is now due to expire on 12 January 2022.
- PEL 500 is now due to expire on 11 April 2024.

Dated: 21 May 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

Suspension of Petroleum Retention Licences
PRLs 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 74 and 75

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 periods indicated below, pursuant to delegated powers dated 29 June 2018.

PRLs 50, 58, 59, 67, 68, 69, 70, 71, 72, 74 and 75 for the period from 28 March 2020 to 27 September 2020 inclusive; and PRLs 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64, 65 and 66 for the period from 12 May 2020 to 11 November 2020 inclusive.

- PRLs 50, 58, 59, 67, 68, 69, 70, 71, 72 and 74 will now expire on 12 May 2021.
- PRLs 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64, 65 and 66 will now expire on 13 November 2022.
- PRL 75 will now expire on 13 November 2021.

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 160, 288, 289, 290 and 331

GAS STORAGE EXPLORATION LICENCES
GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625

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: 19 May 2020

Ref:

MER-2017/0489	F2013/000193
MER-2017/0490	F2013/000194
F2013/000841	F2013/000195
MER-2017/0491	F2013/000196
MER-2017/0230	F2013/000156
MER-2017/0231	F2013/000157
F2013/000422P02	F2013/000158
F2013/000422P02	F2013/000159
MER-2017/0462	

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 160, 288, 289, 290 and 331

GAS STORAGE EXPLORATION LICENCES
GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625

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 –

a) Suspend petroleum exploration licences (PELs) 117, 118, 119, 120, 121, 122, 160, 288, 289, 290 and 331 for the period from 5 June 2020 to 4 June 2021 inclusive;

b) Suspend petroleum exploration licence (PEL) 123 for the period from 21 July 2020 to 20 July 2021 inclusive;

c) Suspend petroleum exploration licence (PEL) 124 for the period 16 July 2020 to 15 July 2021 inclusive; and

d) Suspend gas storage exploration licences (GSELs) 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from 18 July 2020 to 17 July 2021 inclusive.

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

2. The expiry date of PEL 117 is now determined to be 1 January 2023.

3. The expiry date of PELs 118 and 119 is now determined to be 1 October 2024.

4. The expiry date of PEL 120 is now determined to be 1 January 2022.

5. The expiry date of PELs 121 and 122 is now determined to be 1 January 2023.

6. The expiry date of PEL 123 is now determined to be 6 July 2026.

7. The expiry date of PEL 124 is now determined to be 7 July 2026.

8. The expiry date of PEL 160 is now determined to be 31 August 2025.

9. The expiry date of PELs 288, 289, 290 and 331 is now determined to be 31 May 2024.

10. The expiry date of GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 is now determined to be 31 May 2024.

Dated: 19 May 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

SUSPENSION OF PETROLEUM EXPLORATION LICENCES

PELs 117, 118, 119, 120, 121 and 122

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period 5 June 2019 to 4 June 2020 inclusive, pursuant to delegated powers dated 29 June 2018.

PEL 117 will now expire on 1 January 2022.
PELs 118 and 119 will now expire on 2 October 2023.
PEL 120 will now expire on 1 January 2021.
PELs 121 and 122 will now expire on 1 January 2022.

Dated: 25 June 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 EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121 and 122

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: 25 June 2019

Ref: MER-2017/0489
MER-2017/0490
F2013/000841
MER-2017/0491
MER-2017/0230
MER-2017/0231

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121 and 122

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 Dan van Holst Pellekaan, Minister for Energy and Mining (Minister), pursuant to delegated powers dated 29 June 2018 hereby -

(a) suspend petroleum exploration licences PELs 117, 118, 119, 120, 121 and 122 for the period from 5 June 2019 to 4 June 2020 inclusive.

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

2. The expiry date of PEL 117 is now determined to be 1 January 2022.

3. The expiry date of PELs 118 and 119 is now determined to be 2 October 2023.

4. The expiry date of PEL 120 is now determined to be 1 January 2021.

5. The expiry date of PELs 121 and 122 is now determined to be 1 January 2022.

Dated: 25 June 2019

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

MINING ACT 1971

Notice pursuant to Section 28(5) of the Mining Act 1971

Notice is hereby given in accordance with Section 28(5) of the *Mining Act 1971* that the delegate of the Minister for Energy and Mining intends to grant Exploration Licences over the areas described below.

Applicant:	Copar Resources Pty Ltd
Location:	Narrina area approximately 200km northeast of Port Augusta
Pastoral Leases:	Mulga View, Wertaloona, Pinda Springs, Agnorichina, Gum Creek, Alpana, Mount Falkland
Term:	Two years
Area in km^2:	965
Reference number:	2018/00151
Applicant:	Variscan Mines Limited
Location:	Lake Callabonna area approximately 200km east of Marree
Pastoral Leases:	Frome Downs, Moolawatana, Quinyambie
Term:	Two years
Area in km^2:	178
Reference number:	2018/00165
Applicant:	Havilah Resources Limited
Location:	Lake Charles area approximately 120km north-northeast of Olary
Pastoral Leases:	Mulyungarie, Quinyambie
Term:	Two years
Area in km^2:	322
Reference number:	2018/00169
Applicant:	Red Tiger Resources Limited
Location:	Intercept Hill area approximately 30km northeast of Woomera
Pastoral Leases:	Arcoona
Term:	Three years
Area in km^2:	423
Reference number:	2018/00172
Applicant:	PNX Metals Limited
Location:	Burra area approximately 140km north-northeast of Adelaide
Term:	Two years
Area in km^2:	84
Reference number:	2018/00175
Applicant:	PNX Metals Limited
Location:	Mongolata area approximately 15km northeast of Burra
Term:	Two years
Area in km^2:	60
Reference number:	2018/00176

Plans and co-ordinates can be found on the Department for Energy and Mining website: http://www.minerals.dpc.sa.gov.au/exploration/public_notices or by contacting Mineral Tenements on 08 8429 2572.

Community information on mineral exploration licence processes and requirements under the *Mining Act 1971* is available from: http://energymining.sa.gov.au/minerals/exploration/public_notices/exploration_licence_applications or hard copy on request to Mineral Tenements.

J MARTIN
Mining Registrar
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence PEL 117

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from 13 November 2018 to 12 May 2019 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 117 is now determined to be 31 December 2020.

Dated: 4 December 2018

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

Suspension of Petroleum Exploration Licences PELs 118 and 119

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period from 1 November 2018 to 30 April 2019 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PELs 118 and 119 is now determined to be 1 October 2022.

Dated: 4 December 2018

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 EXPLORATION LICENCES
PELs 117, 118, 119, 121 and 122

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

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

Date: 4 December 2018

Ref: MER-2017/0489
MER-2017/0490
F2013/000841
MER-2017/0230
MER-2017/0231

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 117

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 the Minister for Energy and Mining (Minister), pursuant to delegated powers dated 29 June 2018 hereby -

(a) suspend petroleum exploration licence PEL 117 for the period from 13 November 2018 to 12 May 2019 inclusive.

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

2. The expiry date of PEL 117 is now determined to be 31 December 2020.

Dated: 4 December 2018

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

The purpose of the closure is to ensure the safety of the public during a pest control and monitoring program within the reserve during the period indicated.

Dated: 28 September 2018

STUART PAUL
Acting Director
Regional Programs, Parks and Regions
Department for Environment and Water

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Statement of Environmental Objectives- 5 Year Review

PURSUANT to section 104(1) of the *Petroleum and Geothermal Energy Act 2000* (the Act) I, **Nick Panagopoulos**, on behalf of **Barry Goldstein**, Executive Director Energy Resources Division, Department for Energy and Mining do hereby publish the following document as having been approved as a statement of environmental objectives under the Act.

Documents:

- Santos Limited, South Australia Cooper/Eromanga Basin Geophysical Operations - Statement of Environmental Objectives, February 2018

This document is available for public inspection on the Environmental Register section of the following webpage - (www.energymining.sa.gov.au/petroleum/legislation_and_compliance/environmental_register) or at the Public Office determined pursuant to section 107 (1) of the Act to be at:

Energy Resources Division
Customer Services
Level 4
11 Waymouth Street
Adelaide SA 5000

Dated: 28 September 2018

NICK PANAGOPOULOS
Acting Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF PETROLEUM EXPLORATION LICENCE

PEL 117

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from 13 May 2018 to 12 November 2018 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 117 is now determined to be 3 July 2020.

Dated: 27 September 2018

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

SUSPENSION OF PETROLEUM EXPLORATION LICENCES

PELs 118 and 119

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period from 1 May 2018 to 31 October 2018 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PELs 118 and 119 is now determined to be 3 April 2022.

Dated: 27 September 2018

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

SUSPENSION OF PETROLEUM EXPLORATION LICENCES

PELs 121 and 122

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 121, 122, 123 and 124

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

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

Date: 27 September 2018

Ref: F2013/000422
F2013/000423
F2013/000841
MER-2017/00230
MER-2017/00231
MER-2017/00489
MER-2017/00490

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 117

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 the Minister for Energy and Mining (Minister), pursuant to delegated powers dated 29 June 2018 hereby -

(a) suspend petroleum exploration licence PEL 117 for the period from 13 May 2018 to 12 November 2018 inclusive.

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

2. The expiry date of PEL 117 is now determined to be 3 July 2020.

Dated: 27 September 2018

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 EXPLORATION LICENCES
PELs 117, 118, 119, 121, 122, 123 and 124

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

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

Date: 27 September 2018

Ref: F2013/000422
F2013/000423
F2013/000841
MER-2017/00230
MER-2017/00231
MER-2017/00489
MER-2017/00490

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 117

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 the Minister for Energy and Mining (Minister), pursuant to delegated powers dated 29 June 2018 hereby -

(a) suspend petroleum exploration licence PEL 117 for the period from 13 May 2018 to 12 November 2018 inclusive.

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

2. The expiry date of PEL 117 is now determined to be 3 July 2020.

Dated: 27 September 2018

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

Suspension of Petroleum Exploration Licence PEL 117

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from 13 February 2018 to 12 May 2018 inclusive, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 117 is now determined to be 1 January 2020.

Dated: 3 May 2018

NICK PANAGOPOULOS
A/Executive Director
Energy Resources Division
Department of the Premier and Cabinet
Delegate of the Minister for Energy and Mining

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 568 and 569

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

NICK PANAGOPOULOS
A/Executive Director
Energy Resources Division
Department of the Premier and Cabinet
Delegate of the Minister for Energy and Mining

Date: 3 May 2018

Ref: F2011/000209
F2011/000210
F2013/000422
F2013/000423
F2013/000841
F2017/0230
F2017/0231
F2017/0489
F2017/0490
F2017/0491

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 117

I, NICK PANAGOPOULOS, Acting 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 the Minister for Energy and Mining (Minister), pursuant to delegated powers dated 31 March 2017 hereby -

(a) suspend petroleum exploration licence PEL 117 for the period from 13 February 2018 to 12 May 2018 inclusive.

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

2. The expiry date of PEL 117 is now determined to be 1 January 2020.

Dated: 3 May 2018

NICK PANAGOPOULOS
A/Executive Director
Energy Resources Division
Department of the Premier and Cabinet
Delegate of the Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF PETROLEUM EXPLORATION LICENCE

PEL 117

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 13 November 2017 until 12 February 2018, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 117 is now determined to be 4 October 2019.

Dated: 4 January 2018

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 568 and 569

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

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

Date: 4 January 2018

Ref: F2011/000209
F2011/000210
F2013/000422
F2013/000423
F2013/000841
F2017/0230
F2017/0231
F2017/0489
F2017/0490
F2017/0491

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 117

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 -

(a) suspend petroleum exploration licence PEL 117 for the period from and including 13 November 2017 to 12 February 2018.

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

2. The expiry date of PEL 117 is now determined to be 4 October 2019.

Dated: 4 January 2018

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

Form **251**

HLB MANN JUDD
BRIAN JUDD
GPO BOX 5225
BRISBANE QLD 4001

Remove this top section if desired before framing

ASIC
Australian Securities & Investments Commission

Certificate of Registration on Conversion to a Proprietary Company

This is to certify that

SAPEX LIMITED

Australian Company Number 093 661 164

on the eighth day of September 2017 converted to a **proprietary** company.

The name of the company is now

SAPEX PTY LIMITED

Australian Company Number 093 661 164

The company is registered under the Corporations Act 2001 and is taken to be registered in New South Wales and the date of commencement of registration is the sixth day of July, 2000.

Issued by the
Australian Securities and Investments Commission
on this eighth day of September, 2017.

Greg Medcraft
Chairman

CERTIFICATE

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 568 and 569

1. Notation of conversion to a proprietary company:

   From: SAPEX Limited
   To: SAPEX Pty Limited

   is hereby entered on the public registers.

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

Date: 5 December 2017

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 568 and 569

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

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

Date: 1 August 2017

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 117

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 13 August 2017 until 12 November 2017, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 117 is now determined to be 4 July 2019.

Dated 6 July 2017.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 568 and 569

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

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

Date: 6 July 2017

Ref: F2011/000209
F2011/000210
F2013/000422
F2013/000423
F2013/000841
F2017/0230
F2017/0231
F2017/0489
F2017/0490
F2017/0491

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 117

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 -

(a) suspend petroleum exploration licence PEL 117 for the period from and including 13 August 2017 to 12 November 2017.

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

2. The expiry date of PEL 117 is now determined to be 4 July 2019.

Dated: 6 July 2017

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration *Licence—*
PEL 117

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 13 February 2017 to 12 August 2017, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 117 is now determined to be 3 April 2019.

Dated 24 November 2016.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 568 and 569

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

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

Date: 24 November 2016

Ref: 27/2/202 – 27/2/205
27/2/378 – 27/2/379
F2011/000209
F2011/000210
F2013/000422
F2013/000423

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 117

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

(a) suspend petroleum exploration licence PEL 117 for the period from and including 13 February 2017 to 12 August 2017.

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

2. The expiry date of PEL 117 is now determined to be 3 April 2019.

Dated: 24 November 2016

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 117

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 13 August 2016 until 12 February 2017, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 117 is now determined to be 4 October 2018.

Dated 10 June 2016.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 568 and 569

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

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

Date: 10 June 2016

Ref: 27/2/202 – 27/2/205
27/2/378 – 27/2/379
F2011/000209
F2011/000210
F2013/000422
F2013/000423

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 117

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

(a) suspend petroleum exploration licence PEL 117 for the period from and including 13 August 2016 to 12 February 2017.

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

2. The expiry date of PEL 117 is now determined to be 4 October 2018.

Dated: 10 June 2016

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

NATIONAL ELECTRICITY LAW

THE Australian Energy Market Commission (AEMC) gives notice under the National Electricity Law as follows:

Under ss 102 and 103, the making of the *National Electricity Amendment (Demand management incentive scheme) Rule 2015 No. 8* and related final determination. All provisions of Schedule 4 commence on **20 August 2015**. All provisions of Schedules 1, 2 and 3 commence on **1 December 2016**.

Documents referred to above are available on the AEMC's website and are available for inspection at the AEMC's office.

Australian Energy Market Commission

Level 6, 201 Elizabeth Street
Sydney, N.S.W. 2000

Telephone: (02) 8296 7800
www.aemc.gov.au

20 August 2015.

NATIONAL PARKS AND WILDLIFE ACT 1972

WILDERNESS PROTECTION ACT 1992

DRAFT Amendment to the Flinders Chase National Park, Kelly Hill Conservation Park, Ravine des Casoars Wilderness Protection Area and Cape Bouguer Wilderness Protection Area Management Plans (1999).

I, John Erwin Schutz, Director of National Parks and Wildlife, hereby give notice under the provisions of Section 38 of the National Parks and Wildlife Act 1972 and Section 31 of the Wilderness Protection Act 1992, that a draft amendment to the Flinders Chase National Park, Kelly Hill Conservation Park, Ravine Des Casoars Wilderness Protection Area and Cape Bouguer Wilderness Protection Area Management Plans (1999) has been proposed.

Copies of the draft amendment may be inspected at or obtained from the offices of the Department of Environment, Water and Natural Resources at:

- www.environment.sa.gov.au/parkmanagement;
- Natural Resources Centre Kangaroo Island,
  37 Dauncey Street,
  Kingscote S.A. 5223,
  Telephone: 8553 4444.

Any person may make representations in connection with the draft amendment during the period up to and including 20 November 2015.

Written comments should be forwarded to the Senior Policy and Project Officer, Protected Area Management, Department of Environment, Water and Natural Resources, G.P.O. Box 1047, Adelaide, S.A. 5001 or emailed to:

DEWNRProtectedAreaManagement@sa.gov.au;

or made on-line at:

www.environment.sa.gov.au/parkmanagement.

J. E. SCHUTZ, Director of National Parks and Wildlife

OATHS ACT 1936

NOTICE OF TERMINATION OF APPOINTMENT OF PROCLAIMED MEMBERS OF THE POLICE FORCE TO TAKE DECLARATIONS AND ATTEST THE EXECUTION OF DOCUMENTS

Notice by the Attorney-General

PURSUANT to Section 33 (3) of the Oaths Act 1936, the appointment of the persons named below to take declarations and attest the execution of documents has, by virtue of the operation of Section 33 (2) *(b)* of that Act, been terminated by reason of those persons ceasing to be members of the Police Force:

Stephen Howard Andrews, appointed on 27 January 2012;
Michael James Boonstoppel, appointed on 19 December 2013;
Amanda Boughen, appointed on 30 April 2009;
Caroline Anne Bristow, appointed on 30 April 2009;
Christopher John Brown, appointed on 26 July 2012;
Russell Dean Burr, appointed on 30 April 2009;
David Mark Cousins, appointed on 14 April 2005;
Winston Andrew Fraser Coxon, appointed on 26 July 2012;
Stephen John Dawson, appointed on 28 September 2006;
Shawn John Deal, appointed on 8 October 2009;
Andrew Lea Durbidge, appointed on 19 December 2013;
Andrea Durbridge, appointed on 10 July 2014;
Justin James Fenton, appointed on 22 May 2003;
Barry Wilfred Fletcher, appointed on 18 January 2007;
Graham Laurence Fox, appointed on 26 July 2012;
Herbert Barry Graham, appointed on 1 July 2004;
Graham Clifford Kalisch, appointed on 15 November 2001;
Dale Martin Knoote-Parke, appointed on 18 January 2007;
Paul James Lucas, appointed on 8 October 2009;
Annette Mason, appointed on 27 May 2004;
Michael Andrew McGinlay, appointed on 28 July 2011;
Omona Anne Omo-Irefo, appointed on 19 February 2015;
Archer Martin Pearson, appointed on 8 October 2009;
Derryn Leanne Phillips, appointed on 22 May 2003;
David Kenneth Pluck, appointed on 28 July 2011;
Stephen Alan Robinson, appointed on 26 July 2012;
Elije Daniel Jacob Smalbil, appointed on 18 September 1997;
Neil Severn Smith, appointed on 11 March 1999;
Amanda Stewart, appointed on 19 December 2013;
Saskia Maria Viergever, appointed on 28 September 2006;
Anthony Kevin Vowles, appointed on 15 November 2001;
Jessica Helen Walsh, appointed on 22 April 2010;
Felicity Alice Watts, appointed on 8 October 2009;
Keith Philip Wheeler, appointed on 21 December 2000;
Mark Scott Williams, appointed on 21 December 2000; and
Neil Robert Wilson, appointed on 26 July 2012.

Dated 4 August 2015.

JOHN RAU, Deputy Premier, Attorney-General

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licences—PELs 117, 121 and 122

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period from and including 12 August 2015 until 11 August 2016, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PELs 117, 121 and 122 is now determined to be 3 April 2018.

Dated 13 August 2015.

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 120

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 12 August 2015 until 11 August 2016, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 120 is now determined to be 3 October 2017.

Dated 12 August 2015

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 121 and 122

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

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

Date: 13 August 2015

Files: 27/02/00202
27/02/00378
27/02/00379

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 117, 121 and 122

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

(a) suspend petroleum exploration licences PELs 117, 121 and 122 for the period from and including 13 August 2015 to 12 August 2016.

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

2. The expiry date of PELs 117, 121 and 122 is now determined to be 3 April 2018.

Dated: 13 August 2015

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 568 and 569

SA 2013-16 Notation of registrable dealing as evidenced by Letter Agreement dated 10 April 2013 between SAPEX Limited and FCCD (Australia) Nominee Pty Ltd is hereby entered on the public register.

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

Date: 7 May 2013

Ref:

27/2/202	27/2/379
27/2/203	27/2/380
27/2/204	27/2/381
27/2/205	F2011/000209
27/2/378	F2011/000210

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123, 124, 568 and 569

SA 2012-53 Notation of registrable dealing as evidenced by Linc Energy Line of Credit – General Security Agreement dated 13 September 2012 between FCCD (Australia) Nominee Pty Ltd, Linc Carbon Solutions Pty Ltd, Linc Energy Ltd, Linc Energy Operations Pty Ltd, Linc Energy Property Pty Ltd, New Emerald Coal Pty Ltd, New Emerald Coal Operations Pty Ltd New Pentland Coal Pty Ltd and Sapex Limited is hereby entered on the public register.

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

Date: 24 October 2012

Ref: 27/2/202 27/2/379
27/2/203 27/2/380
27/2/204 27/2/381
27/2/205 F2011/000209
27/2/378 F2011/000210

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

RENEWAL OF
PETROLEUM EXPLORATION LICENCES
PELs 117, 121 and 122

1. Renewal of these licences, effective from 3 April 2012 is hereby entered on the public register.

   Expiry date: 2 April 2017

2. Interests in the licences are:

SAPEX 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: 2 May 2012

File: 27/2/202
27/2/378
27/2/379

Petroleum and Geothermal Energy Act 2000

FIRST RENEWAL OF PETROLEUM EXPLORATION LICENCE PEL 117

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:

SAPEX Limited
ACN 093 661 164

(hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, to have effect from 3 April 2012 and to expire on 2 April 2017 and carrying the right to one further renewal term 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 shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Year one exploratory operations are guaranteed, and any subsequent licence year work program becomes guaranteed upon entry into any such licence year. These exploratory operations shall include but not necessarily be limited to -

Year of Term of Licence	Minimum Work Requirements
One	• Geological and geophysical studies.
Two	• Geological and geophysical studies.
Three	• Geological and geophysical studies.
Four	• Geological and geophysical studies.
Five	• One well

2. In the event that the Licensee during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.

3. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of $50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security"). 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) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars ($20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;

   (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars ($10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;

   (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).

5. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.

6. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 8 of the Deeds dated 3 October 2006 between the Licensee, the Minister and the Antakirinja Matu-Yankunytjatjara Native Title Claim Group, the Arabunna People's Native Title Claimant Parties and the Yankunytjatjara/Antakirinja Native Title Holders, 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 the *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:.....2...May....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: 7TH MARCH 2012

DNeell

Authorised Representative

DUNCAN NEW

Name

GM: GEOLOGY AND EXPLORATION

Position

LINC ENERGY

Company

THE SCHEDULE

PETROLEUM EXPLORATION LICENCE

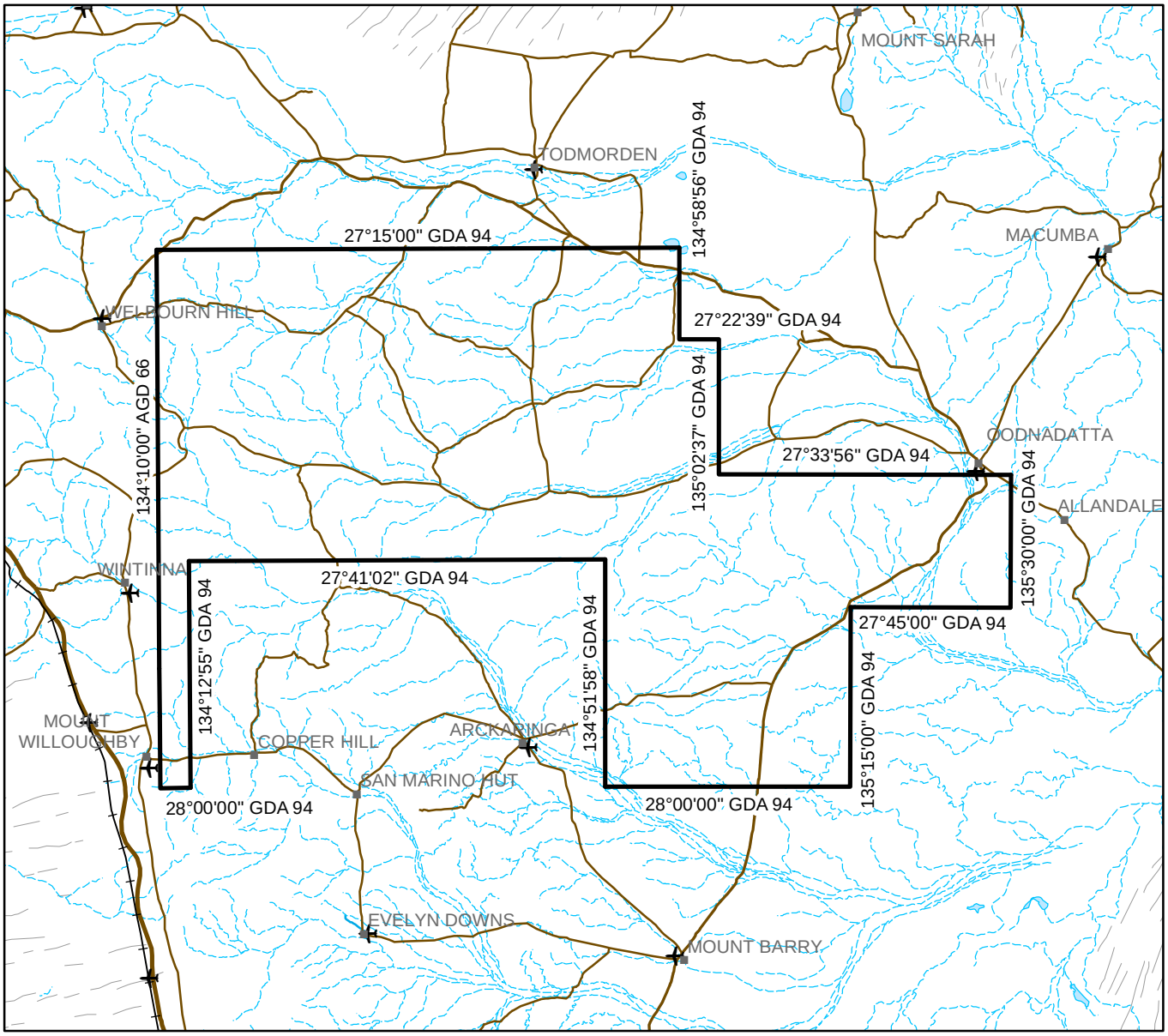
PEL 117

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°52'00"S GDA94 and longitude 134°10'00"E AGD66, thence east to longitude 134°58'56"E GDA94, south to latitude 27°22'39"S GDA94, east to longitude 135°02'37"E GDA94, south to latitude 27°33'56"S GDA94, east to longitude 135°30'00"E GDA94, south to latitude 27°45'00"S GDA94, west to longitude 135°15'00"E GDA94, south to latitude 28°00'00"S GDA94, west to longitude 134°51'58"E GDA94, north to latitude 27°41'02"S GDA94, west to longitude 134°12'55"E GDA94, south to latitude 28°00'00"S GDA94, west to longitude 134°10'00"E AGD66, and north to the point of commencement.

AREA: **6330** square kilometres approximately.



SCALE 1:1 000 000

20 10 0 20 40 60

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

PETROLEUM EXPLORATION LICENCE NO: 117

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

SR 27/2/202 AREA: **6330** sq km (approx)

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Petroleum Exploration Licences—PEL 117, PEL 121 and PEL 122

Suspension of Licence Condition
Extension of Licence Term

PURSUANT to Section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of Petroleum Exploration Licences PEL 117, PEL 121 and PEL 122 have been suspended for the period from and including 3 October 2011 to 2 April 2012, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009.

The term of PEL 117, PEL 121 and PEL 122 have been extended by a period corresponding to the period of suspension, such that the licences will now expire on 2 April 2012.

Dated 22 July 2011.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 121 AND 122

1. Suspension of the work commitments under licence condition 1 for the period from and including 3 October 2011 to 2 April 2012 is hereby entered on the public register.

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

Date: 22 July 2011

Ref: 27/2/202
27/2/378
27/2/379

Petroleum and Geothermal Energy Act 2000
S.76A

SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCES
PELs 117, 121 AND 122

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

(a) suspend the work commitments under licence condition 1 of petroleum exploration licences PELs 117, 121 and 122 for the period from and including 3 October 2011 to 2 April 2012.

(b) extend the term of PELs 117, 121 and 122 by the corresponding period of suspension, such that these PELs will now expire 2 April 2012.

Dated: 22 July 2011

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

13.	15 October 2009	Gazettal of suspension of licence condition 1.

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Conditions
Petroleum Exploration Licences—
PELs 117, 118, 119, 121, 122 and 123

PURSUANT to section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the year three work commitments under Licence Condition 1 of the abovementioned Petroleum Exploration Licences have been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, for the period from 3 October 2009 until 2 October 2010 inclusive, pursuant to delegated powers dated 1 October 2009.

Dated 12 October 2009.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 121, 122 AND 123

1. Suspension of the year 3 work commitments under licence condition 1 for the period from and including 3 October 2009 to 2 October 2010 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: 12 October 2009

Ref:		
	27/2/202	27/2/378
	27/2/203	27/2/379
	27/2/205	27/2/380

Petroleum and Geothermal Energy Act 2000
S.76A

SUSPENSION OF CONDITIONS
PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 121, 122 AND 123

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

(a) Suspend the year 3 work commitments under licence condition 1 of petroleum exploration licences PELs 117, 118, 119, 121, 122 and 123 for the period from and including 3 October 2009 to 2 October 2010.

Dated: 12 October 2009

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

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 120, 121, 122, 123 and 124

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

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

Date: 6 March 2009

Ref: 27/2/202; 27/2/205
27/2/378; 27/2/379
27/2/380; 27/2/381

Petroleum Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 117

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

SAPEX Limited
ACN 093 661 164

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Geological and Geophysical Studies.
Two	• Geological and Geophysical Studies; • Seismic Acquisition.
Three	• Drill two wells.
Four	• Geological and Geophysical Studies; • Seismic Acquisition.
Five	• Geological and Geophysical Studies.

"

Dated: 6 March 2009

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

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 121, 122, 123 and 124

SA 2008-13 Notation of registrable dealing as evidenced by Memorandum of Understanding dated 26 March 2008 between Eastern Star Gas Limited and SAPEX Limited is hereby entered on the Public Register

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

Date: 12 June 2008

Ref 27/2/202
27/2/203
27/2/204
27/2/378
27/2/379
27/2/380
27/2/381

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 117, 118, 119, 120, 121, 122, 123 and 124

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

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

Date: 30 April 2008

Ref: 27/2/202
27/2/203
27/2/204
27/2/205
27/2/378
27/2/379
27/2/380
27/2/381

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 117, PEL 118, PEL 121

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

SA 2008-01	Access and Cooperation Agreement dated 15 January 2008 between SAPEX Limited, Arckaringa Energy Pty Ltd and Altona Resources PLC

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: 11 February 2008

27/2/202
27/2/203
27/2/378

PETROLEUM ACT 2000

Grant of Petroleum Exploration Licences—PELs 117, 118, 119, 120, 121, 122, 123 and 124

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

No. of Licence	Licensees	Locality	Date of Expiry	Area in km^2	Reference
117	SAPEX Limited	Arckaringa Basin	2 October 2011	9 515	27/2/202
118	SAPEX Limited	Arckaringa Basin	2 October 2011	7 400	27/2/203
119	SAPEX Limited	Arckaringa Basin	2 October 2011	9 751	27/2/204
120	SAPEX Limited	Stansbury Basin	2 October 2011	9 601	27/2/205
121	SAPEX Limited	Arckaringa Basin	2 October 2011	9 806	27/2/378
122	SAPEX Limited	Arckaringa Basin	2 October 2011	8 460	27/2/379
123	SAPEX Limited	Arckaringa Basin	2 October 2011	9 646	27/2/380
124	SAPEX Limited	Arckaringa Basin	2 October 2011	9 848	27/2/381

Description of Area—PEL 117

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 27°15′00″S GDA94 and longitude 134°10′00″E AGD66, thence east to longitude 135°09′10″E GDA94, south to latitude 27°17′05″S GDA94, east to longitude 135°15′00″E GDA94, south to latitude 27°30′00″S GDA94, east to longitude 135°30′00″E GDA94, south to latitude 27°45′00″S GDA94, west to longitude 135°15′00″E GDA94, south to latitude 28°00′00″S GDA94, west to longitude 134°10′00″E AGD66, and north to the point of commencement.

Area: 9 515 km^2 approximately.

Description of Area—PEL 118

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 28°22′30″S GDA94 and longitude 133°31′00″E AGD66, thence east to longitude 134°30′00″E GDA94, south to latitude 28°52′30″S GDA94, east to longitude 135°00′00″E GDA94, south to latitude 29°00′00″S GDA94, west to longitude 133°30′00″E GDA94, north to latitude 28°35′00″S AGD66, east to longitude 133°31′00″E AGD66, and north to the point of commencement.

Area: 7 400 km^2 approximately.

Description of Area—PEL 119

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 29°00′00″S GDA94 and longitude 133°30′00″E GDA94, thence east to longitude 135°00′00″E GDA94, south to latitude 29°07′30″S GDA94, west to longitude 134°45′00″E GDA94, south to latitude 29°22′30″S GDA94, east to longitude 135°00′00″E GDA94, south to latitude 29°30′00″S GDA94, east to longitude 135°15′00″E GDA94, south to latitude 29°37′30″S GDA94, west to longitude 133°30′00″E GDA94, and north to the point of commencement.

Area: 9 751 km^2 approximately.

Description of Area—PEL 120

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 32°20′00″S GDA94 and longitude 138°30′00″E GDA94, thence east to longitude 138°49′00″E GDA94, south to latitude 32°28′00″S GDA94, east to longitude 138°52′30″E GDA94, south to latitude 33°07′30″S GDA94, west to longitude 138°45′00″E GDA94, south to latitude 33°15′00″S GDA94, west to longitude 138°30′00″E GDA94, south to latitude 34°15′00″S GDA94, east to longitude 138°37′30″E GDA94, south to latitude 34°22′30″S GDA94, east to longitude 138°40′00″E GDA94, south to latitude 34°45′00″S GDA94, west to longitude 138°33′30″E GDA94, north to latitude 34°44′00″S GDA94, west to longitude 138°33′00″E GDA94, north to latitude 34°43′30″S GDA94, west to longitude 138°32′00″E GDA94, north to latitude 34°43′00″S GDA94, west to longitude 138°31′00″E GDA94, north to latitude 34°42′00″S GDA94, west to longitude 138°30′00″E GDA94, north to latitude 34°41′00″S GDA94, west to longitude 138°29′00″E GDA94, north to latitude 34°39′30″S GDA94, west to longitude 138°28′00″E GDA94, north to latitude 34°39′00″S GDA94, west to longitude 138°27′30″E GDA94, north to latitude 34°38′30″S GDA94, west to a line being High Water Mark (Highest Astronomical Tide), Gulf St. Vincent, thence generally northwesterly and southwesterly along the said line to longitude 138°00′00″E GDA94, north to latitude 33°52′30″S GDA94, east to longitude 138°07′30″E GDA94, north to latitude 33°22′30″S GDA94, east to longitude 138°15′00″E GDA94, north to latitude 33°00′00″S GDA94, east to longitude 138°30′00″E GDA94 and north to point of commencement but excluding Black Rock Conservation Park, Yalpara Conservation Park, Clinton Conservation Park, Port Wakefield Army Land, Edinburgh RAAF Base, St. Kilda Commonwealth Land and Smithfield Army Munitions Store.

Area: 9 601 km^2 approximately.

Description of Area—PEL 121

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 27°45′00″S GDA94 and longitude 135°15′00″E GDA94, thence east to longitude 135°45′00″E GDA94, south to latitude 28°00′00″S GDA94, east to longitude 135°52′30″E GDA94, south to latitude 28°22′30″S GDA94, west to longitude 133°31′00″E AGD66, north to latitude 28°10′00″S AGD66, east to longitude 134°10′00″E AGD66, north to latitude 28°00′00″S GDA94, east to longitude 135°15′00″E GDA94, and north to the point of commencement.

Area: 9 806 km^2 approximately.

Description of Area—PEL 122

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 28°22′30″S GDA94 and longitude 134°30′00″E GDA94, thence east to longitude 136°00′00″E GDA94, south to latitude 28°45′00″S GDA94, east to longitude 136°15′00″E GDA94, south to latitude 28°52′30″S GDA94, west to longitude 134°30′00″E GDA94, and north to the point of commencement.

Area: 8 460 km^2 approximately.

Description of Area—PEL 123

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 28°52′30″S GDA94 and longitude 135°15′00″E GDA94, thence east to longitude 136°15′00″E GDA94, south to latitude 29°00′00″S GDA94, east to longitude 136°30′00″E GDA94, south to latitude 29°07′30″S GDA94, east to longitude 136°40′00″E GDA94, south to latitude 29°37′30″S GDA94, west to longitude 135°30′00″E GDA94, north to latitude 29°15′00″S GDA94, west to longitude 135°15′00″E GDA94, and north to the point of commencement.

Area: 9 646 km^2 approximately.

Description of Area—PEL 124

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 29°37′30″S GDA94 and longitude 134°15′00″E GDA94, thence east to longitude 135°15′00″E GDA94, south to latitude 29°45′00″S GDA94, east to longitude 135°30′00″E GDA94, south to latitude 30°30′00″S GDA94, west to longitude 134°45′00″E GDA94, north to latitude 30°22′30″S GDA94, west to longitude 134°30′00″E GDA94, north to latitude 30°15′00″S GDA94, west to longitude 134°22′30″E GDA94, north to latitude 30°07′30″S GDA94, west to longitude 134°15′00″E GDA94, north to latitude 30°00′00″S GDA94, east to longitude 134°22′30″E GDA94, north to latitude 29°45′00″S GDA94, west to longitude 134°15′00″E GDA94, and north to the point of commencement.

Area: 9 848 km^2 approximately.

Dated 3 October 2006.

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

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 117

1. Deeds pursuant to Section 31 of the Native Title Act 1993 dated 3 October 2006 between SAPEX Limited, the Minister for Mineral Resources Development and the Antakirinja Matu-Yankunytjatjara Native Title Claim Group, the Arabunna People's Native Title Claimant Parties and the Yankunyjtjatjara Antakirinja Native Title Holders are 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: 3 October 2006

Ref: 27/2/381

THE HONOURABLE PAUL HOLLOWAY,
MINISTER FOR MINERAL RESOURCE DEVELOPMENT

SAPEX LTD

YANKUNYTJATJARA ANTAKIRINJA
NATIVE TITLE HOLDERS

YANKUNYTJATJARA NATIVE TITLE ABORIGINAL CORPORATION ("YaNTAC")

DEED PURSUANT TO SECTION 31
of the
NATIVE TITLE ACT 1993

McDonald Steed McGrath
Lawyers
PO Box 3216
RUNDLE MALL SA 5000

Telephone: 8223 5088
Facsimile: 8223 5290

E-mail: mail@mcdonaldsteed.com.au

DEED

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

McDonald Steed McGrath - Lawyers

Date

3RD OCTOBER 2006

Parties

1 **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, (the **"State"**)

2 **SAPEX LTD** (ACN 093 661 164) whose registered address is Suite 206, 1 Katherine Street Chatswood New South Wales, 2067 **("Company")**

3 **JEAN WOOD, SADIE SINGER, LALLIE LENNON and JOHNNY CULLINAN**(as the named applicants in respect of the Yankunytjatjara/Antakirinja Native Title Claim who execute this Deed for and on behalf of themselves and other Aboriginal Persons acknowledged in accordance with traditional laws and customs to have an association with the Yankunytjatjara/Antakirinja Determination Area ("the Native Title Holders")

4 **YANKUNYTJATJARA NATIVE TITLE ABORIGINAL CORPORATION ("YaNTAC")**

Recitals

WHEREAS:

A. The Company is the applicant for the grant of Petroleum Exploration Licences under the Petroleum Act in respect of Petroleum Exploration Licence Application numbers 117 ("the ***PELA***") in respect of the area described in Schedule 1 and seeks the issue of the Licence pursuant to the Petroleum Act;

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

C. The State has caused a Notice to be published pursuant to Subdivision P, Division 3 of Part 2 of the Native Title Act (***"Right to Negotiate Provisions"***) on 28 June 2006 advising of the State's intention to grant Licence in respect of the PELA pursuant to the Petroleum Act.

D. The State and the Company want certainty as to the validity of the grant of the Licence in accordance with the Right to Negotiate Provisions and the parties have entered into this Deed for the purpose of ensuring the validity of the Licence under the Native Title Act.

E. On 28 August 2006 a Consent Determination of Native Title was made by Justice Mansfield of the Federal Court of Australia in relation to the Yankunytjatjara /Antakirinja Native Title Determination Application filed in the Federal Court as SAD6022/98 by the Native Title Holders;

F. The Yankunytjatjara/Antakirinja Native Title Holders incorporated under the *Aboriginal Councils and Associations Act 1976 (Commonwealth)* as the Yankunytjatjara Native Title Aboriginal Corporation;

G. The Determination Area relates to or affects a portion of the PELA as more particularly identified on the map attached as Schedule 1;

H. The parties have negotiated in good faith under Right to Negotiate Provisions in relation to the State's intention to grant the Licence;

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

J. If the Licence is issued to the Company in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licence, and any work done pursuant to them, affects any native title rights and interests held by the Native Title Holders, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to them, 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;

K. Following negotiations in good faith between the parties, the Native Title Holders have agreed to the grant of the Licence to the Company on the terms set out in this Deed; and

L. The State, the Native Title Holders and the Company, all having negotiated in good faith, have agreed for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Parties as are more specifically set out in this Deed, to include YaNTAC as a party to this Deed.

NOW IT IS AGREED as follows.

1. Interpretation

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

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

legislation or legislative provision;

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

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

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

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

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

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

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

(i) "business day" means a day on which banks are ordinarily open for business in South Australia;

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

(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; and

(m) The meaning of general words followed by specific words will not be limited by reference to the specific words.

(n) If any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable,

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

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

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

(3) **PROVIDED** that in the event the offending provisions are the inclusion of YaNTAC 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 Holders; 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:

"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;

"Y a N T A C" means Yankunytjatjara Native Title Aboriginal Corporation together with its successors and permitted assigns, and its members are the Native Title Holders;

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

"Company" means the party to this Agreement so described, being the applicant for or the assignee of the Licence;

"Determination area" means the area of land and waters set out in paragraph 3 of the Native Title Determination;

"Essential Term" means those terms in clauses 5.3, 7, 8, 13 and 19.3 of this Deed and in clauses 7, 8.7, 8.8, 9.7,13 and 15 of Schedule 4;

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

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

(b) any other licence or authority subsequently able to be lawfully issued to the Company within the Licence Area pursuant to the Petroleum Act;

"Licence Application" means the application for the Licence under the Petroleum Act being the being the PELA described in Recital A;

"Licence Area" means that part of the land and any waters comprising part of the Claimed Land and the subject of the 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 the Licence **PROVIDED** that, where at any time part of such area ceases to be the subject of the Licence, that area thereupon ceases to form a part of the Licence Area;

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

"Minister" means the Minister responsible for the issue of a Licence pursuant to the Petroleum Act;

"Native Title Act" means the *Native Title Act 1993* (Commonwealth);

"Native Title Determination" means the Determination of Native Title made by the Federal Court of Australia in the matter of SAD 6022/98 Yankunytjatjara /Antakirinja Native Title Claim on 28 August 2006 annexed as Schedule 2;

"Native Title Claim Holders" has the same meaning as in the Native Title Act;

"Negotiation Parties" means the State, the Native Title Holders and the Company in accordance with section 30A of the Native Title Act;

"Other Claimant Land" means land, which, as at the date of this Deed, is subject to one or more registered Native Title claims or Native Title Determinations by a party other than the Native Title Holders and which land affects the Licence and/or the area of PELA 118, 119, 121, 123 and 124 (also held by the Company) and **"Other Claimant"** means the relevant holder or applicant in respect of the Other Claimant Land;

"PELs" means the petroleum exploration licences proposed to be issued to the Company pursuant to the Petroleum Act as renewed, extended, substituted or varied from time to time;

"Petroleum Act" means the *Petroleum Act 2000* (South Australia);

"Project" means all operations proposed or which may be undertaken by the Company or its contractors relating or incidental to the activities conducted or authorised under the Licences;

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 Holders represents and warrants that:

(a) it has obtained all necessary authorisations required to be obtained by it to enter into this Deed; and

(b) this Deed is valid and binding and enforceable in accordance with its terms against it and all those persons on whose behalf the Native Title Application is made.

4.2 The Negotiation Parties 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 Holders as are more specifically set out in this

Deed, to include YaNTAC as a party to this Deed

4.3 YaNTAC represents and warrants that:

(a) all necessary actions have been taken in accordance with its constitution and by law to enter into this Deed; and

(b) this Deed is valid and binding and enforceable in accordance with its terms against it.

5. The Licences

5.1 The Native Title Holders;

(a) agrees to the grant of the PEL by the Minister to the Company pursuant to the Petroleum Act and to the Company exercising its rights and entitlements and discharging its obligations under the Licence in accordance with and subject to any conditions imposed by:
(1) the Petroleum Act
(2) any Applicable Law; and
(3) this Deed;

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

(c) agrees to the grant of any subsequent Licence by the Minister to the Company in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the Petroleum Act and to the Company exercising its rights and entitlements and discharging its obligations under any subsequent Licence in accordance with and subject to any conditions imposed by:
(1) the Petroleum Act;
(2) any Applicable Law; and
(3) this Deed;

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

5.2 The Negotiation Parties acknowledge that:

(a) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence, and to any work done pursuant to any Licence;

(b) the issue of a Licence and any work done pursuant to a Licence affects any native title rights and interests held by the Native Title Holders , if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to the Licence;

(c) subject to clause 5.2(d), for the purposes of Section 26D(2)(c) of the Native Title Act, if a Later Act occurs or is done in relation to the Licence Area Subdivision P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act;

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

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

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

(a) the Petroleum Act;

(b) all Applicable Law;

(c) the provisions of this Deed; and

(d) good petroleum industry practice.

6. NATIVE TITLE ACT

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

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

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

(b) the Minister in accordance with and to satisfy sections 112 and 115 of the Petroleum Act and for inclusion on the public register established pursuant to section 115 of the Petroleum Act; and

(c) the South Australian Parliament.

7. ADMINISTRATION PAYMENT

7.1 For better facilitating the administration of this Deed, the Company will pay to YaNTAC the following administration payments on the terms set out in this Clause 7:

(a) An annual payment of $10,000.00 during each of the first five (5) years of the term of this Deed;

(b) An annual payment of $5,000.00 during each of the succeeding five (5) years of the term of this Deed.

(c) The payments referred to in Clause 7.1 (b) shall, prior to the first such payment being made, and thereafter annually, be adjusted in accordance with any increase in the CPI (all groups) for Adelaide occurring in the twelve month period immediately prior to such payment falling due

7.2 The first administration payment shall be made within 5 business days after the grant of the Licence and thereafter each annual payment shall be made within 5 business days following the anniversary of the date of grant of the Licence ("Anniversary Date");

7.3 The obligation of the Company to make the payments referred to in Clause 7.1 shall cease in the event that the Company ceases to be the holder of the Licence within the Claimed Land.

8. PRODUCTION PAYMENT

8.1 The Company agrees:

(a) to pay from time to time to the Native Title Holders in further consideration for the Native Title Holders entering into this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and

(b) the payments the subject of this clause 8.1 shall be effected by the Company paying those amounts to the State and the State shall accept those payments for the purposes set out in the following paragraphs of this clause 8.

8.2 The Native Title Holders hereby request and direct the State to pay to YaNTAC the Native Title Holders' share of the monies received by the State from the Company in accordance with clause 8.1 and the State agrees so to do.

8.3 Each payment by the State shall be made:

(a) for and on behalf of the Company;

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

(c) in full satisfaction and discharge of each respective obligation of the Company arising under clause 8.1.

8.4 Each amount payable by the Company under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to clause 8.5 of this clause 8.

8.5 In the event the method of calculation contained in the Petroleum Act as at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of clauses 8.2, 8.3 and 8.4, 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 8 in which case the parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.

8.6 The receipt by YaNTAC in respect of a payment due under this Clause shall be a full and sufficient discharge to the Minister and to the Company for any payments made to the Native Title Holders pursuant to clause 8.

8.7 Nothing in this clause 8 is intended adversely to affect the integrity of the Native Title Applications.

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

8.9 The Native Title Holders agree that the compensation entitlement comprising the monies payable by the Company pursuant to clause 8.2 and Clause 19 are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Holders may now or in the future have, or but for this Deed might have had, against the Company and/or the State and/or their respective employees, officers, agents or contractors in connection with any actual and/or potential extinguishment of, and/or effect or impact on, any native title or claimed native title of the Native Title Holders in consequence of or arising out of or in relation to the Licence and the exercise of rights or the discharge of obligations by the Company under the Licence ("***Compensation Entitlements***").

8.10 The Native Title Holders and YaNTAC release the Company and the State from, and acknowledge that this Deed may be pleaded as an absolute bar against, all such Compensation Entitlements, liabilities, actions, claims or demands.

8.11 The Native Title Holders and YaNTAC will not make any application or claim against the Company or the State or any other person in any court, tribunal, commission or any other competent body, including the National Native Title Tribunal for compensation, restitution, benefits, damages or any other amount (whether to be held in trust under the Native Title Act or otherwise) in connection with any such Compensation Entitlements, liabilities, actions, claims or demands.

8.12 The provisions of clause 8.10 and 8.11 do not apply in relation to any compensation claim arising by reason of a breach of this Deed.

9. ABORIGINAL HERITAGE PROTECTION

9.1 The Company, the Native Title Holders and YaNTAC must comply with the terms of Schedule 4 which provide:

(a) certain terms and conditions with which the Company has agreed to abide by in the course of carrying out the Project on the Licence Area; and

(b) the methodology for the avoidance of damage to, preservation and protection of Areas of Significance.

9.2 The Company's obligations under Schedule 4 are not dependent upon the Native Title Holders establishing native title over the Licence Area or obtaining a determination of native title.

10. STATE NOT LIABLE FOR SCHEDULE 4 PROVISIONS

The Company, the Native Title Holders and YaNTAC acknowledge that neither the State nor its officers, employees or agents have any obligations or liability whatsoever in connection with the rights and obligations of the Company, YaNTAC or the Native Title Party under Schedule 4.

11. DEED NOT CONDITION OF GRANT

The provisions of this Deed (other than the obligations of the Company and of the State contained in clause 8) are not terms of the grant of a Licence under the Petroleum Act.

12. DEED PREVAILS

The Company, the Native Title Party and YaNTAC acknowledge that the provisions of this Deed prevail over the provisions of Schedule 4 to the extent of any inconsistency.

13. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

14. ACKNOWLEDGEMENT OF NATIVE TITLE DETERMINATION

The Parties acknowledge that on 28 August 2006 a Consent Determination of Native Title was made by Justice Mansfield of the Federal Court of Australia in relation to the Yankunytjatjara /Antakirinja Native Title Determination Application filed in the Federal Court as SAD6022/98 by the Native Title Holders.

15. ASSIGNMENT

15.1 Subject to Clause 15.2, the Company may at its absolute discretion assign, transfer or novate the whole or part of its interests in this Deed.

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

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

16. NOTICES

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

The State's address:	The Minister for Mineral Resources Development C/- The Director, Petroleum & Geothermal Group Primary Industry and Resources Level 7, 101 Grenfell Street Adelaide SA 5000 Facsimile number: (08) 8463 3202
Company's address	Sapex Ltd C/- 16A Hyland Terrace Roslyn Park SA 5072 Facsimile number (08) 8364 6053
Yankunytjatjara /Antakirinja Native Title Holders address:	Yankunytjatjara/Antakirinja Native Title Holders C/- Legal Representative - Native Title Unit ALRM 4/345 King William Street ADELAIDE SA 5000 Facsimile number: (08) 8211 7424
YaNTAC's address	C/-Native Title Unit - ALRM 4/345 King William Street ADELAIDE SA 5000 Adelaide SA 5000 Facsimile number (08) 8211 7424

16.2 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.

16.3 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.

17. GOVERNING LAW

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

18. COUNTERPARTS

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

19. SIGNING FEE AND GENERAL

19.1 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.

19.2 The Company will pay the Native Title Holders' legal and other costs and expenses in connection with the preparation and completion of this Deed The State and the Company will pay their own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for Stamp Duty which will be borne and paid by the State.

19.3 In consideration of the Native Title Holders entering into this Deed and as a special non-recurrent payment, the Company agrees to make the following payments:

(a) The sum of $15,000.00 within 5 Business Days after the signing of this Deed by the Native Title Holders and execution by YaNTAC; and

(b) The sum of $29,834.00 within 5 Business Days after grant of the Licence.

19.4 Where the payment to be made by the Company under Clause 19.3 of this Deed (**"Payment"**) constitutes consideration for a taxable supply by the Native Title Holders:

(a) the amount of the Payment shall be increased by, and the Company shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10% ; and

(b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates

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

19.5 In this clause 19:

(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.

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

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

19.8 YaNTAC may appoint an agent to carry out its functions under this Deed. At the request of any other party, YaNTAC will provide details in writing of the agent and the scope of their authority.

EXECUTED by the parties as a Deed.

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

MINISTER FOR MINERAL RESOURCES DEVELOPMENT

Witness)

Name: Barry McGoldrick)

Address: 2 Magdalen St College Park)

Occupation: Geologist)

The Honourable Paul Holloway, Minister for Mineral ~~Resources~~ Development

The **COMMON SEAL** of **SAPEX LTD** was affixed in accordance with its constitution in the presence of:

SAPEX LTD - ACN: 093 661 164 Common Seal

Director

Director/Secretary

SIGNED by **JEAN WOOD** in the presence of:

Witness

Jean Wood

Witness Full Name

SIGNED by **SADIE SINGER** in the presence of:

Witness

Sadie Singer

Witness Full Name

SIGNED by **LALLIE LENNON** in the presence of:

Witness

Lallie Lennon

Witness Full Name

SIGNED by **JOHNNY CULLINAN** in the presence of:

Witness

Sandra Joan Jarvis

Witness Full Name

Johnny Cullinan

THE COMMON SEAL of YANKUNYTJATJARA NATIVE TITLE ABORIGINAL CORPORATION was affixed in accordance with its Constitution in the presence of :

Member

Print Name: Syd Wauge

KEITH MINUNGA

Member

Print Name: KEITH MINUNGA

Member

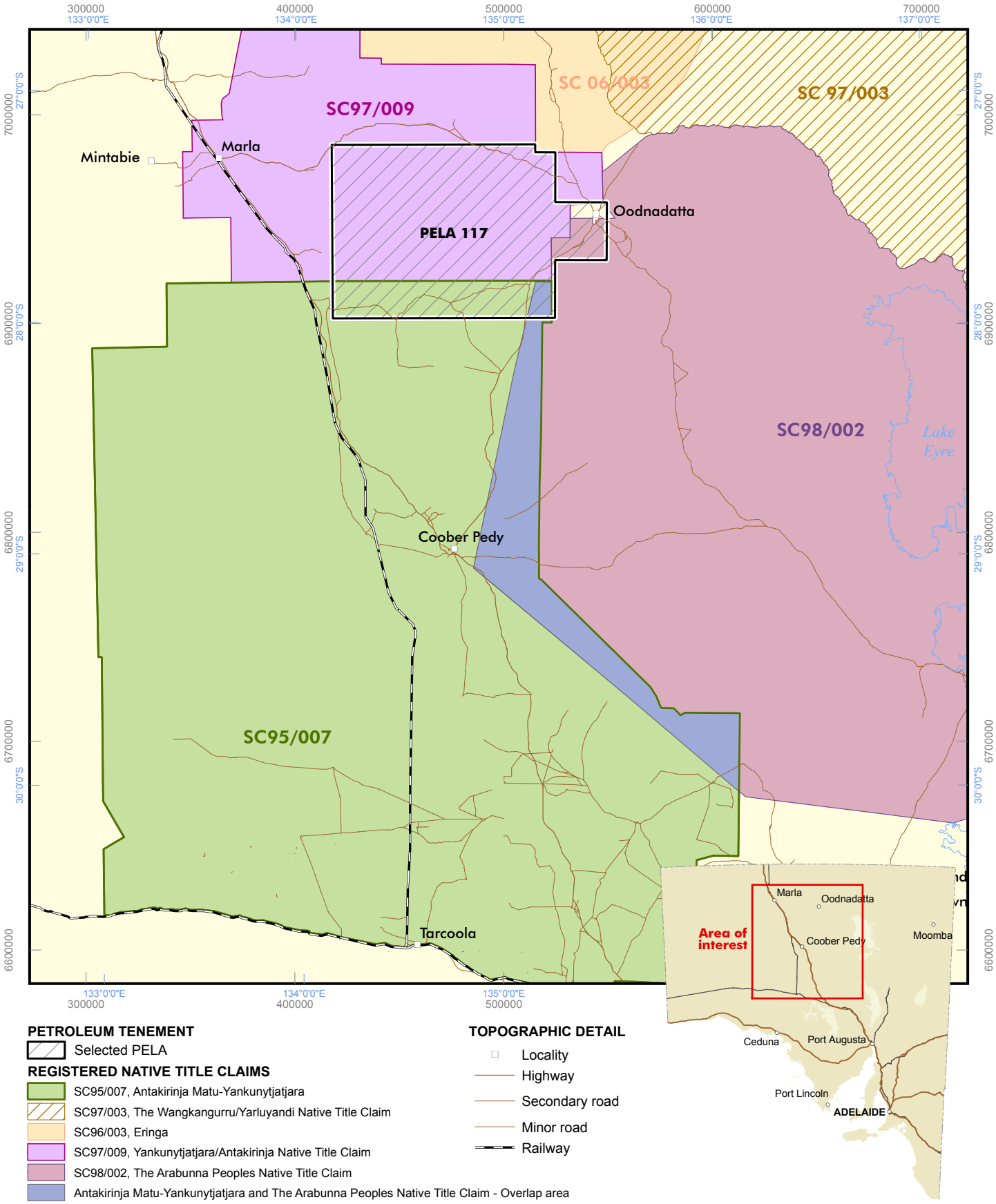
Print Name: PETER JONES

Common Seal

SCHEDULE 1: THE LICENCE APPLICATIONS AND MAP OF LICENCE AREA

Government of South Australia
Primary Industries and Resources SA

South Australia
PETROLEUM LICENCE APPLICATION OVER NATIVE TITLE CLAIMANT AREA



PETROLEUM TENEMENT
- Selected PELA

REGISTERED NATIVE TITLE CLAIMS
- SC95/007, Antakirinja Matu-Yankunytjatjara
- SC97/003, The Wangkangurru/Yarluyandi Native Title Claim
- SC96/003, Eringa
- SC97/009, Yankunytjatjara/Antakirinja Native Title Claim
- SC98/002, The Arabunna Peoples Native Title Claim
- Antakirinja Matu-Yankunytjatjara and The Arabunna Peoples Native Title Claim - Overlap area

TOPOGRAPHIC DETAIL
- Locality
- Highway
- Secondary road
- Minor road
- Railway

Production details

Produced by: PIRSA Publishing Services

Plan number: 203221_028

Date produced: August 2006

Data source: databases maintained by PIRSA Spatial Information Services

0 50 100 Kilometres

Datum GDA 94 - Projection MGA Zone 53

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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Author / contact details

Farrelly, S
PIRSA Petroleum, 101 Grenfell Street,
Adelaide, South Australia 5000

internet:www.petroleum.pir.sa.gov.au
email: pirsa.petroleum@saugov.sa.gov.au
phone: (08) 8463 3000
fax: (08) 8463 3229

SAPEX Limited

Work Programs and Indicative Minimum Expenditures for Arckaringa Basin Petroleum Licence Applications *(as submitted to PIRSA 8 Mar 2006)*

PELA 117		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well / seismic	$400,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies/seismic	$150,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 117: 2 wells + G&G/seismic: $ 900,000

PELA 121		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well/seismic	$400,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies/seismic	$150,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 121: 2 wells + G&G/seismic: $900,000

PELA 122		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well/seismic	$400,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies/seismic	$150,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 122: 2 wells + G&G/seismic: $900,000

PELA 123		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well/seismic	$400,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies/seismic	$150,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 123: 2 wells + G&G/seismic: $900,000

PELA 124		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$200,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies	$50,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 124: 2 wells + G&G: $600,000

PELA 118		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	Geological & Geophysical Studies	$100,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies	$50,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 118: 1 well +G&G: $500,000

PELA 119		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	Geological & Geophysical Studies	$100,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies	$50,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 119: 1 well +G&G: $500,000

Total of re-distribution of work programs and indicative expenditures for seven (7) PELA's:

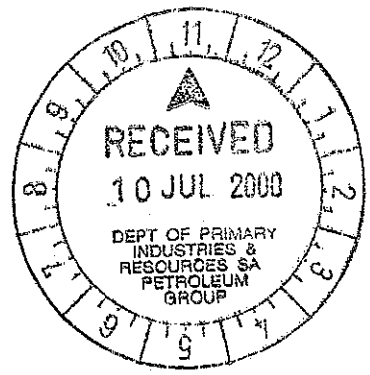
Twelve (12) wells and Indicative Expenditures of $5,200,000, which is same number of wells but overall costs have increased by $2.5 million from $2.7 million due to the increased numbers of PEL's from three to seven and the need to have additional work program for each year.

Depending on the results of the exploration program, we would seek to consult with the Petroleum Group of PIRSA on any program variations to optimise the exploration efforts.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (1) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane SAPEX whose directors include David King, Pat Elliott and Dennis Morton is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire")

GSP is the parent company of Eastern Energy Australia Pty Ltd ("Eastern") and whose shareholders are companies associated with Doug Battersby, David King and Dennis Morton Barbwire is a company in which Pat Elliott is a major shareholder.

The following information is provided in support of the application:

APPLICATION AREA (1):

Approximately 21,460 square kilometers as described and outlined in the attached documents

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
Five (5)	One well	$250,000

The Year 1 work program will involve the acquisition and interpretation of all available coal bore, water bore, petroleum exploration well data, gravity & magnetic data, reprocessing of selected existing seismic reflection data and high grading areas of conventional and coal seam methane potential. Year 2 will involve the drilling of one exploration well to evaluate Permian age coal seams for coal and gas composition, gas content and permeability

FINANCIAL CAPABILITY: GSP is a private company equally owned and funded by Budside Pty Ltd (Managing Director & major shareholder: Dennis Morton), Veruse Pty Ltd (Managing Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major

Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major shareholder: David King). GSP brings to your attention the fact that Eastern and GSP have been the most active petroleum exploration company in NSW for many years. In the last two years GSP and Eastern have participated in a $35 million exploration and development program in PEL 238 and a $1.5 million two well drilling program in PEL 6. GSP and Eastern fund, and will continue to fund, such work out of their own resources and by involving new participants in joint venture projects.

Barbwire's major shareholder, Pat Elliott, is a large investor in major resource projects in South Australia and NSW and he has organised funding of significant work programs in these states.

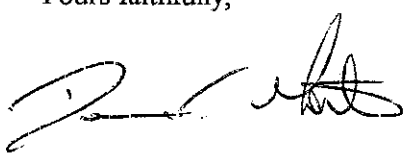
Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901 8505] or Tony Galligan – Director Resource Planning and Development [9901 8501]) for verification. If you require additional information we will provide upon request.

TECHNICAL COMPETENCE: GSP directors Dennis Morton (24 years), Doug Battersby (32 years) and David King (28 years) bring a combined petroleum exploration experience of 84 years – resumes attached.

GSP and Eastern have an exploration focus on providing gas to the eastern Australian states. The main area of interest is PEL 238, located in the Gunnedah Basin, NSW where over $35 million has been spent over the last three years on drilling eighteen wells, fracture stimulating seven wells and placing these wells into production. In addition, 484 kilometres seismic data has been acquired and the existing seismic data set has been reprocessed. Exploration drilling is currently being conducted within the licence. Eastern also has interests in or rights to NSW exploration licences PEL 6 and PEL 8, both of which are ideally located to supply gas to the large eastern Australian markets.

We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,



Dennis J. Morton
Director.

PELA 117

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°15'00"S GDA94 and longitude 134°10'00"E AGD66, thence east to longitude 135°09'10"E GDA94, south to latitude 27°17'05"S GDA94, east to longitude 135°15'00"E GDA94, south to latitude 27°30'00"S GDA94, east to longitude 135°30'00"E GDA94, south to latitude 27°45'00"S GDA94, west to longitude 135°15'00"E GDA94, south to latitude 28°00'00"S GDA94, west to longitude 134°10'00"E AGD66, and north to the point of commencement.

AREA: **9515** square kilometres approximately.

SCHEDULE 2 : THE YANKUNYTJATJARA/ANTAKIRINJA NATIVE TITLE DETERMINATION

IN THE FEDERAL COURT OF AUSTRALIA
SOUTH AUSTRALIA DISTRICT REGISTRY

No. **SAD 6022 of 1998**

JEAN WOOD, SADIE SINGER,
LALLIE LENNON and JOHNNY CULLINAN
on behalf of the
YANKUNYTJATJARA/ANTAKIRINJA
NATIVE TITLE CLAIM GROUP

Applicant

THE STATE OF SOUTH AUSTRALIA
ABORIGINAL LEGAL RIGHTS MOVEMENT INC
BAKISS PTY LTD
D J & C F SAMPSON & SONS PTY LTD
ENGORRA PTY LTD
EVELYN DOWNS PASTORAL CO LTD
ALAN WILLIAM FENNELL
KERRI-ANN FENNELL
ANDREW TREVOR CLARKE
DIGBY GILES
BERNADETTE ELIZABETH GILES
DOUGLAS LILLECRAPP
GORDON KEITH LILLECRAPP
MARY LIZBETH LILLECRAPP
CLAYTON CAMPBELL HANNIGAN
AIRSERVICES AUSTRALIA
MARLA AND DISTRICTS PROGRESS ASSOCIATION INCORPORATED
SOUTH AUSTRALIAN APIARISTS ASSOCIATION INCORPORATED

Respondents

ORDER

JUDGE: Mansfield J

DATE OF ORDER: 28 August 2006

WHERE MADE: Marla

THE COURT NOTES THAT:

A The Applicant first lodged Native Title Determination Application No. SAD 6022 of 1998 (the Application) with the National Native Title Tribunal on 21 November 1997 in relation to lands and waters in northern South Australia which are now the

subject of a proposed determination of native title The Application was referred to the Federal Court of Australia on 30 September 1998.

B The Applicant, the State of South Australia and the other respondents have reached an agreement as to the terms of a determination of native title to be made in relation to the land and waters covered by the Application They have filed with this Court pursuant to section 87(1) of the *Native Title Act 1993* (Cth) (the *Native Title Act*) an agreement in writing to seek the making of consent orders for a determination

C The parties acknowledge that the effect of the making of the determination will be that the members of the native title claim group, in accordance with the traditional laws acknowledged and the traditional customs observed by them, will be recognised as the native title holders for the Determination Area as defined by Order 3 of this Order.

D The parties have requested that the Court determine the proceedings without a trial.

Being satisfied that a determination in the terms sought by the parties would be within the power of the Court and it appearing to the Court appropriate to do so and by the consent of the parties:

THE COURT ORDERS, DECLARES AND DETERMINES BY CONSENT THAT:

1. In this determination, including its schedules, unless the contrary intention appears, the words and expressions used have the same meaning as they are given in Part 15 of the *Native Title Act*.

2. In this determination including its schedules, in the event of an inconsistency between a description of an area in a schedule and the depiction of that area on the map in *Schedule 2*, the written description shall prevail.

3. Subject to Orders 8, 9, 10, 11 and 12 below, native title exists in the areas described in *Schedule 1* ("the Determination Area").

4. Under the relevant traditional laws and customs of the Western Desert Bloc, the native title holders comprise those Aboriginal people who have a spiritual connection to the

FEDERAL COURT OF AUSTRALIA
SOUTH AUSTRALIA DISTRICT REGISTRY

Determination Area and the *Tjukurpa* associated with it because:

(a) the Determination Area is his or her country of birth (also reckoned by the area where his or her mother lived during the pregnancy); or

(b) he or she has had a long term association with the Determination Area such that he or she has traditional geographical and religious knowledge of that country; or

(c) he or she has an affiliation to the Determination Area through a parent or grandparent with a connection to the Determination Area as specified in sub-paragraphs (a) or (b) above;

and are recognised under the relevant Western Desert traditional laws and customs by other members of the native title claim group as having rights and interests in the Determination Area.

5. The nature and extent of the native title rights and interests in relation to the Determination Area are non-exclusive rights to use and enjoy in accordance with the native title holders' traditional laws and customs the land and waters of the Determination Area, being:

(a) the right to access and move about the Determination Area;

(b) the right to hunt and fish on the land and waters on the Determination Area;

(c) the right to gather and use the natural resources of the Determination Area such as food, medicinal plants, wild tobacco, timber, stone and resin;

(d) the right to use the natural water resources on the Determination Area;

(e) the right to live, to camp and to erect shelters on the Determination Area;

(f) the right to cook on the Determination Area and to light fires for all purposes other than the clearance of vegetation;

(g) the right to engage and participate in cultural activities on the Determination Area including those relating to births and deaths;

(h) the right to conduct ceremonies and hold meetings on the Determination Area;

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(i) the right to teach on the Determination Area the physical and spiritual attributes of locations and sites within the Determination Area;

(j) the right to maintain and protect sites and places of significance to native title holders under their traditional laws and customs on the Determination Area;

(k) the right to be accompanied on to the Determination Area by those people who, though not native title holders, are:

(i) spouses of native title holders; or

(ii) people required by traditional law and custom for the performance of ceremonies or cultural activities on the Determination Area; or

(iii) people who have rights in relation to the Determination Area according to the traditional laws and customs acknowledged by the native title holders; or

(iv) people required by native title holders to assist in, observe, or record traditional activities on the Determination Area; and

(l) the right to make decisions about the use and enjoyment of the Determination Area by Aboriginal people who recognise themselves to be governed by the traditional laws and customs acknowledged by the native title holders.

6. The native title rights and interests are for personal, domestic and non-commercial communal use.

7. The native title rights and interests do not confer possession, occupation, use and enjoyment of those lands and waters on the native title holders to the exclusion of others.

8. Native Title does not exist in the areas described in *Schedule 3* and in the areas and resources described in Orders 9, 11 and 12 herein.

9. Native title rights and interests do not exist in respect of those parts of the Determination Area being any house, shed or other building or airstrip or any dam or other stock watering point constructed pursuant to the pastoral leases referred to in Order 14(a) below These areas comprise the land on which the improvements of

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kind referred to herein have been constructed prior to the date hereof and include any adjacent land or waters the exclusive use of which is necessary for the enjoyment of the improvements referred to.

10. For the avoidance of doubt, Order 9 does not preclude the possibility of further extinguishment, according to law, of native title over other limited parts of the Determination Area by reason of the construction of new pastoral improvements of the kind referred to in Order 9 after the date of this determination.

11. Native title rights do not exist in minerals as defined in section 6 of the *Mining Act 1971* (SA) or petroleum as defined in section 4 of the *Petroleum Act 2000* (SA).

12. Native title rights do not exist in the areas covered by Public Works (including the land defined in section 251D of the *Native Title Act*) which were:

    (a) constructed, established or situated prior to 23 December 1996 or commenced to be constructed or established on or before that date; or

    (b) constructed, established or situated after 23 December 1996, where section 24JA of the *Native Title Act* applies.

13. Native title rights and interests are subject to and exercisable in accordance with:

    (a) the traditional laws and customs of the native title holders;

    (b) the valid laws of the State and Commonwealth, including the common law.

14. The nature and extent of other interests to the Determination Area are:

    (a) the interests within the Determination Area created by:

        (i) Crown Lease Pastoral No 2408;
        (ii) Crown Lease Pastoral No 2418;
        (iii) Crown Lease Pastoral No 2476;
        (iv) Crown Lease Pastoral No 2533;
        (v) Crown Lease Pastoral No 2446;
        (vi) Crown Lease Pastoral No 2430;
        (vii) Crown Lease Pastoral No 2532; and
        (viii) Crown Lease Pastoral No 2532

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(b) the interests of the Crown in right of the State of South Australia;

(c) the interests of persons to whom valid or validated rights and interests have been granted or recognised by the Crown in right of the State of South Australia or by the Commonwealth of Australia pursuant to statute or otherwise in the exercise of executive power;

(d) rights and interests held by reason of the force or operation of the laws of the State or Commonwealth;

(e) the rights to access land by an employee or agent or instrumentality of the State, Commonwealth or other statutory authority as required in the performance of his or her statutory or common law duties where such access would be permitted to private land;

(f) the rights and interests of Telstra Corporation Ltd:

(i) as the owner or operator of telecommunications facilities within the Determination Area, including customer radio terminals and overhead and underground cabling;

(ii) as the holder of a carrier licence under the *Telecommunications Act 1997* (Cth);

(iii) created pursuant to the *Post and Telegraph Act 1901* (Cth), the *Telecommunications Act 1975* (Cth), the *Australian Telecommunications Corporation Act 1989* (Cth), the *Telecommunications Act 1991* (Cth) and the *Telecommunications Act 1997* (Cth); and

(iv) for its employees, agents or contractors to enter the Determination Area to access its facilities in and in the vicinity of the Determination Area in the performance of their duties;

(g) the rights and interests of Airservices Australia:

(i) rights and interests created pursuant to the *Air Navigation Act 1920* (Cth), the *Civil Aviation Act 1988* (Cth) and the *Airservices Act 1995* (Cth); and

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(ii) rights of access by employees, agents or contractors of Airservices Australia to the Oodnadatta Satellite Ground Station Site in the performance of their duties; and

(h) the rights and interests under the Todmorden Pastoral ILUA dated 14 April 2004 and registered on 29 March 2005 (SI 2002/002) between Douglas Lillecrapp, Gordon Keith Lillecrapp, Mary Lizbeth Lillecrapp, the State of South Australia and representatives of the native title holders.

15. Subject to Order 6, the relationship between the native title rights and interests in the Determination Area that are described in Order 5 and the other rights and interests that are referred to in Order 14 ("the other rights and interests") is that:

(a) the other rights and interests co-exist with the native title rights and interests;

(b) the existence of the native title rights and interests does not prevent the doing of any activity required or permitted to be done by or under the other rights and interests which prevail over the native title rights and interests and any exercise of the native title rights and interests, but do not extinguish them.

AND THE COURT MAKES THE FOLLOWING FURTHER ORDERS:

16. The native title is not to be held in trust.

17. An Aboriginal corporation, the name of which must be provided to the Court within 6 months of the date of this Order, is to:

(a) be the prescribed body corporate for the purposes of s 57(2) of the *Native Title Act 1993* (Cth); and

(b) perform the functions mentioned in s 57(3) of the *Native Title Act 1993* (Cth) after becoming a registered native title body corporate

18. Liberty to any party to apply on 14 days notice to a single judge of the Court as to the identification of the Aboriginal corporation referred to in the preceding Order.

19. The Application to the extent to which it relates to the area of land and waters excluded from the Determination Area as described in *Schedule 1* of this Order is adjourned to a directions hearing on 14 September 2006 at 9.30 am.

Date that entry is stamped: 28 August 2006

DEPUTY DISTRICT REGISTRAR

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SCHEDULE 1 – Location of and areas comprising the Determination Area

The Determination Area is located wholly within and comprises all land and waters bounded by the following line:

Commencing at the northernmost north-western corner of Parcel B1161 on Plan H831200 (being **Lambina Pastoral Lease**) and extending easterly, southerly, again easterly and again southerly along northern and eastern boundaries of that parcel to the northernmost north-western corner of Parcel A2005 on Plan D30223 (being **Todmorden Pastoral Lease**); then easterly, southerly, again easterly, again southerly, westerly and again southerly along northern and eastern boundaries of that parcel to the north-eastern corner of Parcel A2006 on Plan D30223 (being part **Allandale Pastoral Lease**); then southerly and westerly along eastern and southern boundaries of that parcel to the north-eastern corner of Parcel B1215 on Plan H831300 (being **Coorikiana Pastoral Lease**); then southerly along the eastern boundary of that parcel to Latitude 27.839209° South (being the prolongation easterly of a southern boundary of Parcel Q3 on Plan D45289); then westerly to the easternmost south-eastern corner of Parcel Q3 on Plan D45289; then westerly along the said southern boundary to Longitude 134.061109° East; then westerly to a corner of Parcel Q1 on Plan D45289 (being part **Wintinna Pastoral Lease**) at Longitude 133.675301° East, Latitude 27.841662° South; then northerly along a western boundary of that parcel to a south-eastern corner of Parcel Q2043 on Plan D43520 (being part **Welbourn Hill Pastoral Lease**); then westerly, northerly, easterly and again northerly along western boundaries of that parcel to a corner of Parcel A51 on Plan F217277; then northerly along the western boundary of that parcel to a corner of Parcel Q2044 on Plan D43520 (also being part **Welbourn Hill Pastoral Lease**); then northerly and easterly along the western and northern boundaries of that parcel to a corner at Longitude 133.517438° East; then easterly to the north-western corner of Parcel Q2048 on Parcel D43520 (also being part **Welbourn Hill Pastoral Lease**); then easterly along the northern boundary of that parcel to the south-western corner of again Parcel B1161 on Plan H831200 (**Lambina Pastoral Lease**); then generally north-easterly along western and northern boundaries of that parcel back to the commencement point.

With the exclusion of the township of Marla as defined in Government Gazette dated 21 May 1981 at page 1498 and the land dedicated in Government Gazette dated 18 July 1996 at page 131 for Golf course and Race course Purposes (Allotment 2046 on Deposited Plan No.

43520, Out of Hundreds (Wintinna)) extracts of which are reproduced below:

The South Australian Government Gazette - 21 May 1981

The portion of the State of South Australia, out of hundreds (Wintinna), bounded as follows:

Commencing at a point situate in block 1184, out of hundreds (Wintinna), being at latitude 27°18'19.7", longitude 133°36'50.3"; thence north-westerly at a bearing of 323°40'16" for 825.82 metres; north-easterly at right angles for 1 700 00 metres; south-easterly at right angles for 1 700.00 metres; south-westerly at right angles for 1 729 85 metres; thence north-westerly at a northern angle of 88°02'40" to the point of commencement.

The South Australian Government Gazette - 18 July 1996

Allotment 2046 of DP 43520, Out of Hundreds (Wintinna), exclusive of all necessary roads, being the whole of the land compromised in Crown Record Volume 5337, Folio 563.

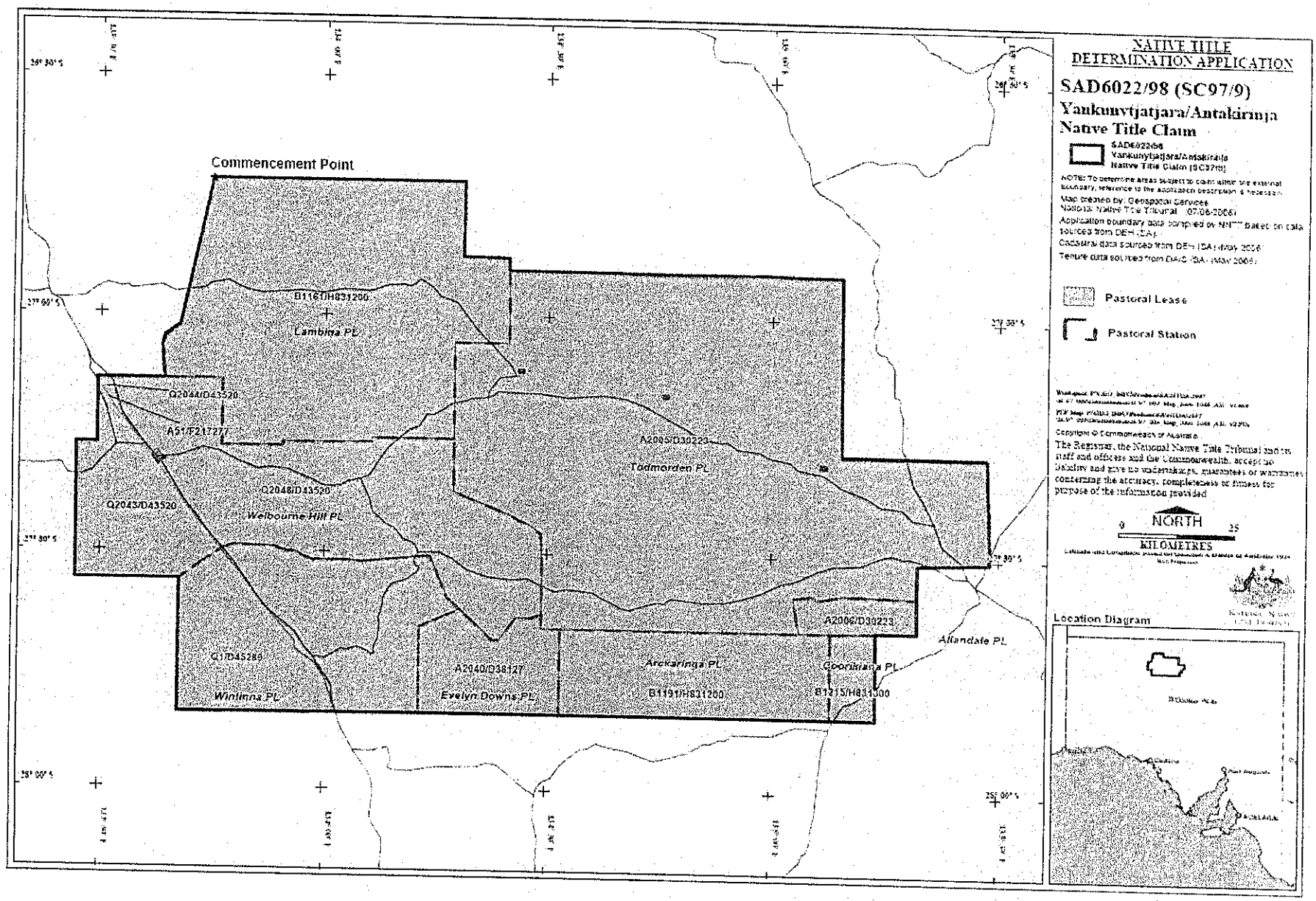
Reference datum

Geographical coordinates have been provided by NNTT Geospatial Services and are referenced to the Geocentric Datum of Australia 1994 (GDA94), in decimal degrees and are based on the spatial reference data acquired from the various custodians at the time.

Data Reference and source

Cadastral data sourced from the South Australian Department for Environment and Heritage (May 2006)
Prepared by Geospatial Services, National Native Title Tribunal, 7 June 2006

SCHEDULE 2 - Map of the Determination Area



SCHEDULE 3 – Areas within the Determination Area where native title does not exist

1. Areas of freehold grants

1.1 The land comprised in the following Certificates of Title:

a) Volume 4397 Folios 121, 122 and 123; and

b) Volume 5817 Folio 682

2. The area of the Oodnadatta Satellite Ground Station Site operated by Airservices Australia, being an area of approximately 625m^2, the Station Mark of which is located at Latitude 27°30'30.9"S Longitude 135°26'39.1"E.

3. Dedicated Land

3.1 Section 1517 Out of Hundreds Wintinna dedicated for Digital Radio Concentrator purposes

4. Public Roads

4.1 the Stuart Highway, being the land depicted in Survey for road purposes on Survey Diagram Book - Out of Hundreds (North) pages 922 to 927 and 978 to 980 (inclusive);

4.2 all other public roads.

SCHEDULE 3: PAYMENTS TO THE NATIVE TITLE PARTIES PURSUANT TO CLAUSE 8 IN RESPECT OF PETROLEUM OPERATIONS UNDER A PETROLEUM PRODUCTION LICENCE
Production Payments

1. **Tax Invoice for GST component**
Contemporaneously with provision to the Minister of the return required by section 43(4) of the Petroleum Act, the Company shall prepare and provide to YaNTAC a recipient created tax invoice (if YaNTAC is registered for GST purposes and provides its ABN to the Company) or in any other case a copy invoice, relating to the Production Payment payable to YaNTAC pursuant to this Schedule 3.

2. **Payment by the Company to the State**
The Company shall, upon provision of the invoice or recipient created tax invoice (as the case may be) referred to in paragraph 1 of this Schedule 3, pay to the State and the State shall deposit into a trust account maintained by the State for the benefit of the Native Title Holders in respect of production of all Petroleum, produced pursuant to the Licence within the Claimed Land, (and as a component of the consideration):

2.1 Where the relevant Petroleum Production Licence ("***PPL***") does not incorporate any Overlap Area or Other Claimed Land, 1% of the value at the well head of Petroleum produced and sold therefrom; and/or

2.2 The Parties acknowledge that a PPL granted to the Company in respect of a Petroleum production field may incorporates Claimed Land and/or Overlap Area and/or Other Claimant Land, and in that case acknowledge and agree that the total of 1% of the value at the well head of Petroleum produced and sold therefrom shall be shared between the Native Title Holders and Other Claimants whose claim area is:

(a) affected by surface infrastructure; and/or
(b) the PPL area; and/or
(c) the production field located within the PPL area

pursuant to a formula or other mechanism for determining the method of sharing the total Production Payment as between the Native Title Holders and the Other Claimants to be agreed between those parties in accordance with the procedure and general principles set out in paragraph 3 of this Schedule 3;

2.3 Any Production Payment associated with Petroleum produced and sold pursuant to this Schedule 3 prior to the grant of a PPL will be paid 100% to the Native Title Holders if from a well located in the Claimed Area.

3. **Mechanism for agreeing sharing of Production Payment**

3.1 As soon as practicable after execution of this Deed by the Parties and in any event within 12 months from the grant of the Licence and prior to the grant of

a PPL,, the Native Title Holders shall meet with and negotiate in good faith with the Other Claimants, with a view to agreeing an equitable mechanism for sharing of the Production Payment having regard to the principles and procedures set out in this paragraph 3.

3.2 In this paragraph 3 the Native Title Holders and the Other Claimants are called "the ***Negotiating Parties***".

3.3 At the request of the Negotiation Parties or any of them, the State and/or the Company may participate in any negotiations conducted under this paragraph 3 for the purpose of providing the Negotiating Parties with the benefit of any technical advice or industry experience which might reasonably be expected to assist the Negotiating Parties in reaching an equitable agreement as to the sharing mechanism to be applied to the Production Payments.

3.4 Unless otherwise mutually agreed by the Negotiating Parties, any mechanism for sharing of the Production Payment, whether based on the location of surface infrastructure, area of a PPL or of a production field falling within the relevant claim boundaries, or a combination of those considerations, the principle that the proportion of any payment relating to an Overlap Area is to be shared on a 50/50 basis as between the Native Title Party and the Other Claimant whose claim area falls within the Overlap Area shall apply.

3.5 On reaching agreement as to the appropriate sharing mechanism to be applied to the Production payment, the Negotiating Parties shall enter into a Deed recording the terms of that agreement, which deed shall include a direction to the Company to provide relevant invoices and to the State to administer and pay the Production Payment in accordance with the agreed mechanism.

3.6 If a Production Payment falls due prior to agreement being reached between the Negotiating Parties in accordance with paragraph 3.5 of this Schedule 3, the Company shall pay the total Production Payment of 1% of the value at the well head of Petroleum produced and sold from the relevant PPL to the State in accordance with this Deed and the State shall hold the Production Payment in a trust account maintained by the State for the benefit of the Negotiating Parties pending resolution of the sharing mechanism and receipt of the direction referred to in paragraph 3.5 of this Schedule 3.

3.7 If within 12 months after grant of the Licence, the Negotiating Parties have not met or having met are unable to reach agreement on the appropriate sharing mechanism in accordance with this paragraph 3, then the Negotiating Parties, or any of them may refer the matter for resolution as a dispute and the dispute resolution mechanism set out in Item 24 and Annexure D to Schedule 4 of this Deed shall be applicable, save that:

(a) references to the Company and the Native Title Party in those provisions shall be read to mean each of the Negotiating Parties; and

(b) the matters to which the Minister shall have regard in appointing the mediator under Item 24.6(b) thereof and the matters to which the

mediator shall have regard in conducting the meeting under Item 24.6(c) thereof shall be those matters set out in this paragraph 3 of this Schedule 3

4. Calculations to follow Petroleum Act

4.1 Value at the well head of Petroleum produced and sold is to be calculated in the same way that "value at the well head of Petroleum" is calculated pursuant to section 43(8) of the Petroleum Act (as at the date hereof) where the sale price is bona fide and to an arms length purchaser **PROVIDED** that the "Guidelines for Payment of Royalty and Provision of Information" issued by the Department of Primary Industries and Resources of South Australia from time to time (a copy of the current version of which is annexed to this Schedule 3) shall be applied *mutatis mutandis* as if the reference to the royalty rate of 10% therein were a reference to 1%.

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

5. Good and Services Tax

5.1 *Acknowledgement*
The parties acknowledge that the payments referred to in clause 7, clause 8 and in this Schedule 3 have been calculated on a GST exclusive basis.

5.2 *GST Gross-Up*
Where any payment to be made by the Company under clause 7, clause 8 and in this Schedule 3 of this Deed (**"Payment"**) constitutes consideration for a taxable supply by the Native Title Holders:

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

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

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

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

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

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

(c) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer or some one or more of them in respect of

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

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

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

(iii) Any expenses allowed as a deduction under clause (2)(a) or (2)(b) or (2)(d),

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

(i) In the calendar year 200.... - the sum of $.....;or

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

shall not be deductible,

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

(3) Further provisions regarding calculation of Royalty

(a) For the purposes of clause (2):-

(i) in each month the arms length sales value of the substance means the value of the actual sales in respect of the substance described in clause (1) in that month provided however that if any substance is not supplied to a *bona fide* arms length purchaser, not sold for full market value, or returned to a natural reservoir for later production, destroyed, dissipated or used by the Producer not in accordance with Section

43(3) of the Act, the gross sales value of such substance shall be the amount which would have been received in respect of such substance from a *bona fide* arms length purchaser for full market value;

(ii) the term "plant" includes but is not limited to:

(A) Any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or refining of the substance prior to the delivery or in transporting the substance to the point of delivery to the purchaser; or

(B) Any pipeline;

And

(iii) "wellhead" means the casing head and includes any casing hanger or spool, or tubing hanger, and any flow control equipment up to and including the wing valves.

(b) Non Producing Wells

The capital expenditure referred to in clause (2)(a) may include the actual capital expenditure incurred by the Producer in respect of wells used solely for the purpose of assisting or enhancing the recovery of the substance from other wells or for the purposes of storing the substance or for the recovery or disposal of water used in connection with treating processing or refining of the substance prior to delivery or for any similar purpose other than the production of the substance and may also include the actual capital expenditure incurred by the Producer in converting a well used for the production of the substance to a well used for such other purpose.

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of Plan

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

(4) Royalty Returns

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

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

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

(d) Not later than thirty (30) days after the completion of each twelve (12) month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 3 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.

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

1. Interpretation and Other Matters

1.1 The definitions and rules of interpretation contained in Clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.

1.2 Unless the contrary intention appears in this Schedule a reference to the Company, includes the employees, servants, agents, contractors and sub-contractors of the Company engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Company shall, where the Company has engaged an agent, contractor or sub-contractor to undertake any activity which the Company is required or authorised to undertake under this Schedule, be construed as an obligation or duty upon the Company to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.

1.3 The items in this Schedule shall prevail over any inconsistent provisions in any Annexure to this Schedule.

2. Definitions

In this Schedule, 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)*;

"Area of Significance" means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Holders or any of its members and includes any **"Aboriginal site"**, **"Aboriginal object"** or **"Aboriginal remains "**, as defined in the *Aboriginal Heritage Act 1988 (South Australia)* and any **"significant Aboriginal area"** as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)*;

"Budget" means a financial plan agreed for the conduct of an inspection and Clearance in accordance with clause 14;

"Clearance" means the agreed procedure for the inspection and clearance of land as described in items 9,10 and 11 and Annexure A, for the purpose set out in item 9.2 and **"clear"**, **"cleared"** and **"clearing"** have corresponding meanings;

"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 to which this Schedule is attached;

"Environment" means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects;

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

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

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

"Report" means a written report about a Clearance provided by the Native Title Holders to the Company described in item 11;

"Scouting Team" means the persons referred to in Item 10;

"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 items 9, 10 and 11 and Annexure A;

"Specialist" means an anthropologist or archaeologist or both as appropriate;

"transfer" means to sell, assign, transfer, convey or otherwise dispose of;

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

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

3. Undertakings by the Company

The Company undertakes:

3.1 to grant to the Native Title Holders the rights and privileges as set out in this Schedule; and

3.2 subject to compliance on the part of the Native Title Holders and YaNTAC with their respective obligations hereunder, the Company will comply with the terms and conditions on the Company's part herein contained and shall make payments in accordance with this Agreement to YaNTAC of the amounts to

which YaNTAC is entitled from time to time as provided in this Schedule 4.

4. Reconnaissance Surveys of Licence Area by the Company

4.1 The parties acknowledge that prior to the date of execution of the Deed, the Company has awaited grant of the Licence and accordingly has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for other Petroleum Operations on the Licence Area (**"Reconnaissance Surveys"**).

4.2 Notwithstanding the provisions of this Schedule 4 relating to inspection and clearing of Operational Areas, the Native Title Holders acknowledges that in order to efficiently carry out the purposes of this Schedule, it may be necessary for the Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in items 9, 10 and 11 and Annexure A hereof do not apply to Reconnaissance Surveys where YaNTAC has consented to activities following a preliminary consultation convened with a representative of the Native Title Holders for the purpose of the Company explaining to the Native Title Holders its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably withheld).

5. Land Access and Occupation

5.1 The Native Title Holders and YaNTAC acknowledge the grant to the Company of the Licence in respect of the Licence Area authorise the Company, its contractors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.

5.2 YaNTAC may object in writing upon reasonable grounds to a person having access to the Licence Area and the Company shall ensure that, as far as is possible within its power, such person or persons shall not enter upon the Licence Area.

6. Identification

6.1 The Company shall notify YaNTAC of the name of the representative of the Company responsible for Petroleum Operations from time to time on the Licence Area, such notice to be given fourteen (14) days in advance, in writing where practicable.

6.2 The Company shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with clauses 9, 10 and 11 and Annexure A of this Schedule and to comply with all conditions consistent with this Schedule.

7. Petroleum Operations

The Company shall at all times upon the Licence Area:

7.1 comply with the provisions of the Petroleum Act and the licences granted to the Company thereunder;

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

7.3 conduct itself in accordance with good and accepted petroleum industry practice standards;

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

7.5 use good and accepted petroleum industry practice to avoid oil spills or blowouts.

8. Notification of Operations

8.1 Subject to the provisions of items 9, 10 and 11 and Annexure A hereof, the Company shall provide YaNTAC at least sixty eight (68) days in advance of Petroleum Operations being conducted in the Operational Area a written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of the proposed Work Program, 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.

8.2 Prior to the expiration of fourteen (14) days (or such other period as the parties agree) after the Company has requested a Clearance and provided the particulars of its proposed Work Program in accordance with item 8, the Company and YaNTAC by their respective representatives and advisors, shall meet. The purpose of such meeting shall be:

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

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

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

8.3 If YaNTAC is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to item 8.1, YaNTAC may, prior to the proposed commencement of Petroleum Operations request the Company to provide and the Company shall provide, reasonable further particulars of such proposed operations.

8.4 YaNTAC may object to the proposed Petroleum Operations referred to in item 8.1, provided:

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

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

8.5 In the event that YaNTAC has a specific objection to any part of the particulars of the Petroleum Operations supplied by the Company under item 8.1, or to any substantial change therein of which notice has been given under item 8.8:

(a) YaNTAC shall refer such objection for resolution pursuant to item 24 within fourteen (14) days of being supplied with such particulars or given such notice;

(b) that part of the existing, intensified or changed operational program to which objection is taken shall not commence until the objection is resolved pursuant to item 24;

(c) provided always that objection may only be taken where the matter objected to is likely to have a material adverse impact upon or cause substantial disturbance to native title rights in the Licence Area.

(d) if no such specific objection is raised within the said fourteen (14) day period by YaNTAC, the Company may proceed on the basis that the particulars provided by the Company pursuant to this item 8 constitute the details of the Work Program for its Petroleum Operations.

8.6 Where YaNTAC receives a request for Clearance pursuant to item 8.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work program is substantially similar to the current request) in accordance with the terms and conditions of this Schedule, YaNTAC shall by notice in writing within two (2) weeks of the request notify the Company that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Schedule and subject to any conditions applicable to that Clearance.

8.7 There can be no material modification or alteration of any part of a Work Program without the written consent of YaNTAC. For this purpose "***material modification or alteration***" means a modification or alteration:

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

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

8.8 The Company shall give notice to YaNTAC if the Company at any time propose to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with item 11.6.

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

(a) pursuant to item 8.1, and no Clearance is conducted within 68 days (or such later time as the parties agree in writing); or

(b) pursuant to item 8.1 for the circumstances set out in item 11.6(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or

(c) pursuant to item 8.8 for the circumstances set out in item 11.6(c) and no Clearance is conducted within 2 days (or such later time as the parties agree in writing)

then it is acknowledged the Company shall be at liberty to proceed with its

Petroleum Operations at its risk.

9. Inspection and Clearance

9.1 The parties shall conduct all activities under this clause in accordance with Annexures A and B.

9.2 The parties acknowledge that this Schedule 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.

9.3 The Company will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Company's representative shall:

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

(b) where possible, relocate these where, upon advice from the Scouting Team, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and

(c) have authority to agree any conditions with the Scouting Team so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to item 11 hereof.

9.4 The Company's representative shall accompany the Scouting Team when required to do so subject to the Scouting Team's ability to exclude the Company's representative from its internal discussions and deliberations in the field.

9.5 In the event that a proposed Operational Area is not cleared by the Scouting Team the Specialist shall advise the Company's representative to that effect and the Company's representative may propose alternative Operational Areas during the course of the Clearance provided that:

(a) any such alternative Operational Areas do not constitute a material modification or alteration to the Work Program referred to in item 8.8; 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.

9.6 Subject to the *Aboriginal Heritage Act 1988 (South Australia)* the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Holders and facilitated by YaNTAC pursuant to this Schedule in which case neither the Native Title Holders nor YaNTAC shall complain that Petroleum

Operations conducted in accordance with items 8, 9,10, and 11 hereof interfered with any Areas of Significance. The Company shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

9.7 The Company will:

(a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with items 9, 10 and 11 and Annexure A;

(b) comply with the conditions of the Clearance (as referred to in item 9); and

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

10. Scouting Team

10.1 At the cost of the Company in accordance with a Budget, the Native Title Holders and YaNTAC will identify and YaNTAC will organise the members of a Scouting Team for the purposes of this item 10 and Annexure A and will ensure that the Scouting Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed Work Program in accordance with Annexure A.

10.2 Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Scouting Team shall be to:

(a) determine whether the seismic lines, access roads or Work Sites or any other activities described in the Work Program are likely to disturb, damage, or interfere with Areas of Significance;

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

(c) show reasonable diligence in preparing for and carrying out such work while the Company meets its obligations pursuant to this Agreement; and

(d) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Company's Petroleum Operations.

10.3 Scouting Team Composition

The Scouting Team will comprise:

(a) up to two (2) qualified Specialists of appropriate gender to be engaged by the Representative Corporation with the concurrence of the Company (which concurrence will not be unreasonably withheld); and

(b) the number of persons required to ensure the integrity of the Clearance up to a maximum of eight (8) persons consisting of such numbers of men and women as thought by the Native Title Holders and the Representative Corporation to be appropriate in accordance with Aboriginal culture and tradition.

11. Reports

11.1 YaNTAC must promptly notify the Company upon completion of a Clearance and as soon as practicable but not later than fourteen (14) days after the completion of the Clearance, the Native Title Holders and YaNTAC must provide a Report (through a Specialist) to the Company.

11.2 The Report must:

(a) identify those parts of the Operational Area which are given Clearance by the Native Title Holders or denied Clearance by the Native Title Holders;

(b) identify any alternative Operational Areas for which clearance is given in accordance with the requirements set out in items 9.5 and 10.2(b);

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

(d) be signed by the Specialists.

11.3 Nothing in this Schedule compels the Native Title Holders nor any member of the Scouting Team or YaNTAC to disclose to the Company or to the Company's representative the location of Areas of Significance or any Cultural Confidences whatsoever with respect to the Licence Area.

11.4 The Native Title Holders 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.

11.5 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.

11.6 In the event that the Company has obtained a Clearance pursuant to this Agreement and subsequent events cause the Company to require any material modification or alteration (as defined in item 8.7) to any part of the program of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:

(a) the Company shall notify YaNTAC 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 Schedule;

(b) in such cases (other than circumstances set out in the next sub-paragraph of item 11.6) the Native Title Holders and YaNTAC shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Company in writing of its consent to such material modification or alteration or ensuring the commencement by a Scouting Team of the inspection for Clearance of those areas as requested by the Company; and

(c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by the Company in accordance with sub-paragraph(a) of this item 11.6 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

12. Budgets and Payment by the Company for Clearance Work

12.1 YaNTAC must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to item 8.1 submit to the Company a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Company and YaNTAC to negotiate and agree a Budget.

12.2 Budgets must be proposed in substantially the form set out in Annexure C and be negotiated, agreed and adopted by the Company and YaNTAC in writing within seven (7) days of YaNTAC providing a proposed Budget to the Company.

12.3 The Company will make payment of expenditure in accordance with the agreed Budget to YaNTAC as follows:

(a) Budgeted costs in respect of Scouting Team member attendance, travel and accommodation costs, at the conclusion of the Clearance; and

(b) Specialist attendance, travel and accommodation costs within fourteen (14) days of receiving an invoice in respect of the same; and

(c) Administration costs, within fourteen (14) days of receipt of the Report and an invoice of all expenditure.

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

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

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

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

in accordance with the Budget

12.5 In the event that there are at any time more persons forming part of the Scouting Team than specified in the Budget then the Company shall not be responsible for the expense of the additional person, unless otherwise agreed between the parties.

12.6 All monies payable by the Company pursuant to a Budget shall be paid to YaNTAC or to any legal representative from time to time notified by the Native Title Holders to the Company. A receipt from the YaNTAC or such legal representative shall be a full and sufficient discharge to the Company for any payments so made.

12.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Company and any Aboriginal person forming part of any Scouting Team arises by virtue of this Schedule, and that nothing contained in this Schedule will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Company. The Native Title Holders and YaNTAC 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 YaNTAC engages or retains any person for the purposes of performing its obligations under this Schedule.

12.8 YaNTAC will be responsible for the administration of all matters relevant to the conduct of the Clearance, including:

(a) mobilisation of the Scouting Team members, travel budget receipts and disbursement of funds, and liaison with the Specialist; and

(b) taking all practical steps to ensure that the Aboriginal members of the Scouting Team are covered by a group personal accident insurance policy maintained by the State of South Australia in connection with Aboriginal heritage surveys.

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

12.10 The Company may nominate the use of such of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.

13. Removal of Employees

13.1 Unless YaNTAC otherwise agrees, the Company shall take all reasonable steps to ensure prompt removal from the Licence Area of any contractor, employee, agent, or visitor of the Company, who:

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

(b) has recklessly or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with items 9, 10 and 11 and Annexure A except where there is no damage to the interests of the Native Title Holders; and

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

13.2 In the event of a dispute between YaNTAC and the Company as to whether a person has acted in a manner justifying the removal from the Licence Area the matter shall be referred pursuant to item 24 for resolution.

14. Instruction in Aboriginal Culture

14.1 The Company will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by this Schedule to ensure those person have an awareness and an understanding of:

(a) native title;

(b) their obligations under the *Aboriginal Heritage Act 1988 (South Australia), the Aboriginal and Torres Strait Islander Heritage Protection Act (1984) (Cth), the Native Title Act* and this Agreement in relation to avoiding disturbance, damage and interference to any Area of Significance; and

(c) any other matters of which those persons are required to be cognisant by this Schedule.

14.2 Appropriate education for the purposes of item 14.1 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.

14.3 A Specialist to be engaged for the purpose of carrying out the education functions specified in this item shall be nominated by the Company with the concurrence of YaNTAC (which concurrence shall not be unreasonably withheld).

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

14.5 The Company shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Company.

14.6 The Company shall consult and have regard to the views of YaNTAC in relation to the formulation and presentation of the instruction referred to in item 14.5.

14.7 YaNTAC shall, whenever so requested by the Company give all reasonable assistance to the Company in attaining the objectives of this item and shall be reimbursed by the Company for all reasonable expense incurred by it in so doing.

15. Company Covenants

The Company covenants with the Native Title Holders that:

15.1 in connection with the conduct of Petroleum Operations by it on the Licence Area, the Company shall, in accordance with Applicable Law:

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

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

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

15.2 where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Claim Group, YaNTAC and persons accompanying them, relevant:

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

(b) Induction procedures to meet all necessary workplace health and safety requirements

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

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

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

16. Native Title Holders' Covenants

The Native Title Holders and YaNTAC covenant with the Company that the Native Title Claim Group and YaNTAC shall:

16.1 not interfere with the conduct of Petroleum Operations upon the Licence Area

except in accordance with this Schedule or any other agreement between the parties;

16.2 not lodge or make any objection to any grant to the Company pursuant to the Petroleum Act unless the Company is and continues to be in breach of an Essential Term;

16.3 actively support the Company's efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions thereof) as are or will be necessary to support the interests of the Company in furthering the Project under any current, new or amended legislation, unless the Company is and continues to be in breach of an Essential Term;

16.4 actively assist the Company where a Native Title Claim is made by any Aboriginal person not bound by this Schedule over:

(a) any part of the Licence Area; or

(b) any other area utilised or intended to be utilised in relation to the Project

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

16.5 refrain from doing any act which would impede, hinder or prevent the Company from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Schedule; and

16.6 in the course of performing their obligations pursuant to this agreement observe all Applicable Law.

17. Rights of the Native Title Holders

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

17.2 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.

17.3 The use of roads in accordance with this item shall be subject to reasonable control by the Company for the purpose of safety and to priority of use by the Company for the purpose of Petroleum Operations without the Company undertaking any liability for such use.

17.4 YaNTAC shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Native Title Holders's and YaNTAC's obligations under this Schedule save that any Specialist engaged by YaNTAC for assistance with Clearances must be engaged with the concurrence of the Company in accordance with item 10.3(a).

18. Rights of the Company

18.1 The Company's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms and conditions of Licences granted.

18.2 In the exercise of that right the Company undertakes to observe and perform the terms of this Schedule and neither the Native Title Holders nor YaNTAC will cause the Company disturbance or interruption in the course of exercising that right and the discharge of the Company's legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.

18.3 In the event of any emergency situation occurring on a Licence Area at any time the Company may take such measures as it considers necessary in the circumstances in which case the provisions contained in items 9, 10 and 11 and Annexure A do not apply. The Company shall notify as soon as reasonably practicable YaNTAC of the emergency situation, and after the emergency consult with YaNTAC in relation to further measures to be taken in respect thereof.

19. Reversion of Infrastructure

Within the period of twelve (12) calendar months (or such other time as may be agreed between the parties) after the Company ceases to have any right to conduct operations in the Licence Area, the Company shall remove from the Licence Area all surface infrastructure or facilities constructed for the purposes of Petroleum Operations, which (subject to the Petroleum Act) are capable of removal other than those which the Company, any lessee of the land containing the Licence Area, all government regulatory agencies, and YaNTAC agree may remain thereon.

20. Field Development and Production

The parties acknowledge that at any time during or after completion of the Petroleum

Operations carried out pursuant to a Licence, the Company may wish to apply for further or other Licences under the Petroleum Act in respect of the whole or any part of the Licence Area. In the event of the Company so applying, and any further or other Licence being granted by the Minister, unless the parties otherwise agree, the provisions of this Schedule shall apply *mutatis mutandis* in relation to the conduct of Petroleum Operations on the further or other Licence so granted.

21. Force Majeure

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

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

(b) neither party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.

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

22. Confidential Information

22.1 The Company agrees to keep confidential each and every Cultural Confidence of which it becomes aware.

22.2 The Native Title Holders and YaNTAC agree to keep confidential all aspects of the Company's activities pertaining to a Licence of which it becomes aware provided that such information may be disclosed to a specialist for the purpose of writing a Report.

23. Goods and Services Tax

23.1 Subject to item 23.3 the Company must pay to YaNTAC in respect of any taxable supply made to the Company pursuant to or in connection with this Schedule an amount equal to any GST which is payable by YaNTAC.

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

(a) the amount that would otherwise be payable under this Schedule in respect of the taxable supply if the GST payable were nil, by

(b) the prevailing rate of GST for that taxable supply.

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

23.4 For the purposes of the GST Act, the Company shall be regarded as having requested a tax invoice from YaNTAC 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.

23.5 If an adjustment event has occurred in respect of a supply made pursuant to or in connection with this Agreement, the party that becomes aware of the adjustment event agrees to notify the other party on becoming aware of the adjustment event, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than 21 days after YaNTAC becomes aware that the adjustment event has occurred.

23.6 YaNTAC will issue to the Company an adjustment note in respect of a supply that is subject to an adjustment event covered by item 23.5 of this clause. Such adjustment note will be issued no later than 21 days after YaNTAC becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.

23.7 Any disputes between the parties in relation to the operation or interpretation of this item shall be dealt with in accordance with the dispute resolution procedures in item 24 of this Agreement.

23.8 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.

23.9 In this item 23:

(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 YaNTAC or of the Company or the settlement of any dispute (including a dispute with the Commissioner of Taxation);

(b) **"Adjustment Note", "GST", "Price", "Supply" "Tax Invoice"** and **"Taxable Supply"** have the same meanings as ascribed to those terms from time to time in the GST Act;

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

24. Dispute Resolution

24.1 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.

24.2 Priority of Procedures

Unless otherwise provided in this Schedule, if a dispute arises between the parties concerning this Schedule 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.

24.3 Notice of Dispute

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

24.4 Response to Dispute

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

Respondent who has the authority to negotiate and settle the dispute.

24.5 **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 item 24.4 investigate, negotiate and endeavour to settle the dispute.

24.6 **Mediation**

(a) If, within one (1) month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Annexure D 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 (14) days, the mediator shall be appointed by the Minister for the time being responsible for the administration of the *Petroleum Act*.

(b) The Minister (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:
   (1) for the preservation and protection of the Aboriginal tradition of the Native Title Holders; and
   (2) the statutory obligations and commercial imperatives of the Company;

and shall take account of the fact that this Agreement constitutes a cross-cultural commercial agreement.

(c) The mediator, in conducting the mediation shall have regard to:
   (1) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Holders; and
   (2) the statutory obligations and commercial imperatives of the Company.

(d) If within one (1) month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one (1) month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.

(e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.

(f) None of the parties may commence court proceedings or arbitration concerning this Schedule unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Schedule may be pleaded as a bar to any court action commenced

prior to termination of the mediation process other than an application for urgent interlocutory itself.

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

24.7 **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.

25. Cessation of Activities

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

25.2 A surrender under item 25.1 is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.

25.3 Subject to the Minister's right to require a Company to undertake rehabilitation, notwithstanding that a licence is no longer held by the Company in relation to that land, the Company shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.

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

(a) the Company shall pay to YaNTAC any monies then payable or accrued which are due to YaNTAC pursuant to this Schedule; 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 Schedule;

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

25.6 The parties obligations under items 7.1, 7.2 7.4, 15, 19 and 22 shall to the extent referred to therein survive any termination of this Schedule.

26. Employment Opportunities

The Company agrees to consider from time to time opportunities for the employment of members of the Native Title Claim Group and for the engagement of enterprises

controlled by members of the Native Title Claim Group and to similarly encourage its contractors so to do.

Annexure A:
Clearance Procedures

1. YaNTAC in consultation with the Native Title Holders 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 item 10 of Schedule 4. The composition of the Scouting Team or Teams may vary from time to time as determined by the Native Title Holders in consultation with the Company provided that the Scouting Team or Teams will at no time comprise more than 8 members of the Native Title Claim Group.

2. YaNTAC in consultation with the Native Title Holders 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 item 10.3(a) of Schedule 4, will co-ordinate the Scouting Teams provided for in item 10 of Schedule 4 and will be responsible for conveying the results of the Scouting Team's inspections and assessments for Clearance of the Company's proposed Petroleum Operations under the terms of Schedule 4.

4. Subject to the terms of Schedule 4 the Native Title Holders and YaNTAC will ensure that a Scouting Team is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by the Company in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Holders and YaNTAC will ensure that the Scouting Team operates on a regular work schedule that coincides with and accommodates the Company's work schedule.

5. YaNTAC will arrange suitable camping facilities for the Scouting Team.

6. YaNTAC in consultation with the Native Title Holders will ensure that persons who are members of the Native Title Claim Group (but in any event not exceeding the number of persons agreed with the Company) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.

7. The Company will provide or will arrange for the hire of sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Scouting Team while it is undertaking the inspection and Clearance process.

8. The Company will reimburse YaNTAC in accordance with an agreed plan and Budget for YaNTAC's reasonable costs for:

   8.1 Employing the services of the persons comprising the Scouting Team; and

   8.2 Providing food, accommodation and/or camping facilities and food to the Scouting Team;

in accordance with a Budget provided under Schedule 4.

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

10. **Remuneration**

10.1 ***Scouting Team Members***

(a) Consultant fully qualified anthropologist – such daily rate as is agreed between the Company and the Specialist from time to time; and

(b) Claim Group member - $350.00 per day including necessary travelling time to and from a Licence Area, adjusted from time to time in accordance with paragraph 11.

10.2 ***Food for Scouting Team:***

The Company will pay to YaNTAC the sum of $35.00 per day adjusted from time to time in accordance with paragraph 11, by way of camping and food allowance in respect of each member of the Scouting Team for each day that such member is on duty in the Licence Area or travelling to or from the Licence Area.

11 **CPI Review**

The Payment set out in Clause 10.1(b) and 10.2 shall be adjusted not more than bi-annually in accordance with increases or decreases in the Consumer Price Index (all groups) for Adelaide during the period between the Commencement Day and the date of such review or between the date of such review and the most recent previous review under this paragraph 11 (as the case may be).

Annexure B - Schedule of Events

Item	Events	Party responsible	Maximum period for Events (days)	Maximum cumulative Elapsed days
1	The Company submits request and proposed Work Program to Native Title Holders *(item 8.1)*	The Company	Not applicable	0
2	Preliminary meeting *(Item 8.2)*	The Company and YaNTAC	14	14
3	YaNTAC arranges for 1 Anthropologist 2 Scouting Team 3 Proposed Clearance plan and Budget and presents to the Company *(Items 10 and 12.1)*	YaNTAC	7	21
4	Clearance plan and Budget meeting, Plan and Budget agreed *(Items 12.1 and 12.2)*	The Company and YaNTAC	7	28
5	Scouting Team and field logistics organised and Scouting Team mobilised to the field *(Item 10.1)*	YaNTAC	12	40
6	Scouting Team completes field work and de-mobilises, notifies the Company *(Item 11.1)*	YaNTAC	14	54
7	Report delivered to the Company *(Item 11.1)*	YaNTAC	14	68

Annexure C to Schedule 4 - 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				
1	**TOTAL PERSONNEL**						
	Accommodation & Logistics						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
3	**TOTAL ACCOMMODATION AND LOGISTICS**						
	Communications & Reporting: an allowance equivalent to 5% of total attendance fees payable to Scouting Team members						
4	**TOTAL ADMINISTRATION**						
5	**SUB - TOTAL**						
6	Contingency						
7	**GST**						
8	**GRANT TOTAL**						

Guidelines to Mediation

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to item 24 of Schedule 4.

1. **Role of Mediator**

   1.1 The mediator will be neutral and impartial. The mediator will assist the parties to attempt to resolve the dispute by helping them to:
   (a) systematically isolate the issues in dispute;
   (b) develop options for the resolution of those issues;
   (c) explore the usefulness of these options; and
   (d) meet their interests and needs.

   1.2 The mediator may meet with the parties together or separately.

   1.3 The mediator will not give legal or other professional advice to any party, impose a resolution on any party or make a decision for any party.

   1.4 The mediator will not accept an appointment in relation to any proceedings concerning the dispute.

   1.5 Neither party will take action to cause the mediator to breach paragraph 1.4.

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

3. **Co-Operation**
   The parties must cooperate in good faith with the mediator and each other during the mediation.

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

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

6. **Communications between Mediator and Parties**
   Any information disclosed to a mediator in private is to be treated as confidential by the mediator unless the party making the disclosure states otherwise.

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

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

8.1 any settlement proposal whether made by a party or the mediator;

8.2 the willingness of a party to consider any such proposal;

8.3 any statement made by a party or the mediator during the mediation; and

8.4 any information prepared for the mediation.

9. **Termination of the Mediation**
A party may terminate the mediation at any time after consultation with the mediator.

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

11. **Enforcement of the Settlement Agreement**
Any party may enforce the terms of the settlement agreement by judicial proceedings. Any party may call evidence:

11.1 for the purposes of this clause; and

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

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

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

THE HONOURABLE PAUL HOLLOWAY,
MINISTER FOR MINERAL RESOURCE DEVELOPMENT

SAPEX LTD

ARABUNNA
NATIVE TITLE CLAIM GROUP

ULARAKA ARABUNNA ASSOCIATION INC
("the Association")

DEED PURSUANT TO SECTION 31
of the
NATIVE TITLE ACT 1993

McDonald Steed McGrath
Lawyers
PO Box 3216
RUNDLE MALL SA 5000

Telephone: 8223 5088
Facsimile: 8223 5290

E-mail: mail@mcdonaldsteed.com.au

DEED

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

McDonald Steed McGrath - Lawyers

Date

3RD OCTOBER 2006

Parties

1 **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, (the **"State"**)

2 **SAPEX LTD** (ACN 093 661 164) whose registered address is Suite 206, 1 Katherine Street Chatswood New South Wales, 2067 **("Company")**

3 **REGINALD DODD, MILLIE WARREN and a deceased person** as the named applicants in respect of the Arabunna People's Native Title Claim who execute this Deed for and on behalf of themselves and those members of the Ularaka Arabunna Association Inc. and other Aboriginal Persons acknowledged in accordance with traditional laws and customs to have an association with the Arabunna Claim Area ("the **Native Title Party**")

4 **ULARAKA ARABUNNA ASSOCIATION INC.** being a body duly incorporated under the Associations Incorporation Act 1985 (SA) ("the **Association**")

Recitals

WHEREAS:

A. The Company is the applicant for the grant of Petroleum Exploration Licences under the Petroleum Act in respect of Petroleum Exploration Licence Application numbers 117, 118, 119, 121, 122, and 123 ("the ***PELAs***") in respect of the areas described in Schedule 1 and seeks the issue of the Licences pursuant to the Petroleum Act;

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

C. The State has caused a Notice to be published pursuant to Subdivision P, Division 3 of Part 2 of the Native Title Act ("***Right to Negotiate Provisions***") on 28 June 2006 advising of the State's intention to grant Licences in respect of the PELA's pursuant to the Petroleum Act.

D. The State and the Company want certainty as to the validity of the grant of the Licences in accordance with the Right to Negotiate

Provisions and the parties have entered into this Deed for the purpose of ensuring the validity of the Licences under the Native Title Act.

E. The Native Title Party has lodged Native Title Determination Application (SC98/02) on behalf of the Arabunna Native Title Claim Group which application has been filed in the Federal Court as SG6025/98;

F. The members of the Arabunna Native Title Claim Group applied for and has been incorporate under the *Associations Incorporation Act 1985 (SA)* as the Ularaka Arabunna Association Inc.;

G. The area of the Native Title Application relates to or affects some portion of the PELA's as more particularly identified on the map attached as Schedule 1;

H. The parties have negotiated in good faith under Right to Negotiate Provisions in relation to the State's intention to grant the Licences;

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

J. If the Licences are issued to the Company in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licences, and any work done pursuant to them, 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 Licences and carrying out work pursuant to them, and it is the further intention of the parties that in any event, the grant of the Licences and activities under them will not extinguish or permanently affect such rights and interests;

K. Following negotiations in good faith between the parties, the Native Title Party has agreed to the grant of the Licences to the Company on the terms set out in this Deed; and

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

NOW IT IS AGREED as follows.

1. Interpretation

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

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

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

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

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

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

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

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

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

(i) "business day" means a day on which banks are ordinarily open for business in South Australia;

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

(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; and

(m) The meaning of general words followed by specific words will not be limited by reference to the specific words.

(n) If any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:

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

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

(3) **PROVIDED** that in the event the offending provisions are the inclusion of 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:

"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 Ularaka Arabunna Association Inc.;

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

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

"Company" means the party to this Agreement so described, being the applicant for or assignee of the Licences;

"Essential Term" means those terms in clauses 5.3, 7, 8, 13 and 19.3 of this Deed and in clauses 7, 8.7, 8.8, 9.7, 13 and 15 of Schedule 4;

"Licences" means the petroleum exploration licences proposed to be issued to the Company pursuant to the Petroleum Act referred to in Recital A as renewed, extended, substituted or varied from time to time and includes:

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

(b) any other licence or authority subsequently able to be lawfully issued to the Company within the Licence Area pursuant to the Petroleum Act;

and **"Licence"** means any one of them;

"Licence Application" means the application for the Licences under the Petroleum Act being the being the PELAs described in Recital A;

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

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

"Minister" means the Minister responsible for the issue of a Licence pursuant to the Petroleum Act;

"Native Title Act" means the *Native Title Act 1993* (Commonwealth);

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

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

"Native Title Party" has the same meaning as in the Native Title Act and

includes all members of the Native Title Claim Group in respect of the Native Title Application;

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

"Other Claimant Land" means land, other than an Overlap Area, which, as at the date of this Deed, is subject to a registered Native Title claim or Native Title Determination by a party other than the Native Title Party which land affects the Licences or any part of the Licences and **"Other Claimant"** means the relevant holder of or applicant to Other Claimant Land;

"Overlap Area" means that area of the Claimed Land which coincides with an Application for Determination of Native Title filed in the Federal Court by the Antakirinja Matu-Yankunytjatjara Native Title Claim Group ("Antakirinja") or such of that area of overlap as may be agreed between the Native Title Party and the Antakirinja to be overlapping between the two claim groups from time to time or as determined as overlapping between the two claim groups, in any Native Title Determination notification of such agreement or Determination to be provided promptly in writing by the Native Title Party to the other Parties;

"PELs" means the petroleum exploration licences proposed to be issued to the Company pursuant to the Petroleum Act as renewed, extended, substituted or varied from time to time;

"Petroleum Act" means the *Petroleum Act 2000* (South Australia);

"Project" means all operations proposed or which may be undertaken by the Company or its contractors relating or incidental to the activities conducted or authorised under the Licences;

"Registered Native Title Claimants" has the same meaning as in the Native Title Act;

3. COMMENCEMENT AND TERM

3.1 This Deed commences on the Commencement Day.

3.2 Subject to any provision of this Deed to the contrary, this Deed will terminate on the completion of the Project.

3.3 This Deed shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.

4. AUTHORITY TO ENTER INTO DEED

4.1 The Native Title Party represents and warrants that:

(a) it has obtained all necessary authorisations required to be obtained by it to enter into this Deed; and

(b) this Deed is valid and binding and enforceable in accordance with its terms against it and all those persons on whose behalf the Native Title Application is made.

4.2 The Negotiation Party having negotiated in good faith agrees, 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:

(a) all necessary actions have been taken in accordance with its constitution and by law to enter into this Deed; and

(b) this Deed is valid and binding and enforceable in accordance with its terms against it.

5. THE LICENCES

5.1 The Native Title Party;

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

(1) the Petroleum Act
(2) any Applicable Law; and
(3) this Deed;

(b) covenants not to lodge or make any objection to any grant of the PELs to the Company in respect to the Licence Area pursuant to the Petroleum Act unless the Company is and remains in breach of an Essential Term;

(c) agrees to the grant of any subsequent Licence by the Minister to the Company in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the

Petroleum Act and to the Company exercising its rights and entitlements and discharging its obligations under any subsequent Licence in accordance with and subject to any conditions imposed by:

(1) the Petroleum Act;
(2) any Applicable Law; and
(3) this Deed;

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

5.2 The Negotiation Parties acknowledge that:

(a) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence, and to any work done pursuant to any Licence;

(b) the issue of a Licence and any work done pursuant to a Licence affects any native title rights and interests held by the Native Title Party , if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to the Licence;

(c) subject to clause 5.2(d), for the purposes of Section 26D(2)(c) of the Native Title Act, if a Later Act occurs or is done in relation to the Licence Area Subdivision P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act;

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

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

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

(a) the Petroleum Act;

(b) all Applicable Law;

(c) the provisions of this Deed; and

(d) good petroleum industry practice.

6. NATIVE TITLE ACT

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

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

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

(b) the Minister in accordance with and to satisfy sections 112 and 115 of the Petroleum Act and for inclusion on the public register established pursuant to section 115 of the Petroleum Act; and

(c) the South Australian Parliament.

7. ADMINISTRATION PAYMENT

7.1 For better facilitating the administration of this Deed, the Company will pay to the Association the following administration payments on the terms set out in this Clause 7:

(a) An annual payment of $25,000.00 during each of the first five (5) years of the term of this Deed;

(b) An annual payment of $12,000.00 during each of the succeeding five (5) years of the term of this Deed.

(c) The payments referred to in Clause 7.1 (b) shall, prior to the first such payment being made, and thereafter annually, be adjusted in accordance with any increase in the CPI (all groups) for Adelaide occurring in the twelve month period immediately prior to such payment falling due.

7.2 The first administration payment shall be made within 5 business days after grant of the Licences (or where all of the Licences are not granted on the same date the date of grant of the first such Licence) and thereafter each annual payment shall be made within 5 business days following the anniversary of the date of grant of the Licences (or where all of the Licences are not granted on the same date the date of grant of the first such Licence) ("Anniversary Date");

7.3 The obligation of the Company to make the payments referred to in Clause 7.1 shall cease in the event that the Company does not hold any Licences which fall within the Claimed Land.

8. PRODUCTION PAYMENT

8.1 The Company agrees:

(a) to pay from time to time to the Native Title Party in further consideration for the Native Title Party entering into this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and

(b) the payments the subject of this clause 8.1 shall be effected by the Company paying those amounts to the State and the State shall accept those payments for the purposes set out in the following paragraphs of this clause 8.

8.2 The Native Title Party hereby requests and directs the State to pay to the Association the Native Title Party's share of the monies received by the State from the Company in accordance with clause 8.1 and the State agrees so to do.

8.3 Each payment by the State shall be made:

(a) for and on behalf of the Company;

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

(c) in full satisfaction and discharge of each respective obligation of the Company arising under clause 8.1.

8.4 Each amount payable by the Company under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to clause 8.5 of this clause 8.

8.5 In the event the method of calculation contained in the Petroleum Act as at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of clauses 8.2, 8.3 and 8.4, 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 8 in which case the parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.

8.6 The receipt of the Association in respect of a payment due under this Clause shall be a full and sufficient discharge to the Minister and to the Company for any payments made to the Native Title Party pursuant to clause 8.

8.7 Nothing in this clause 8 is intended adversely to affect the integrity of the Native Title Applications.

8.8 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.

8.9 The Native Title Party agrees that the compensation entitlement comprising the monies payable by the Company pursuant to clause 8.2 and Clause 19 are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Party may now or in the future have, or but for this Deed might have had, against the Company and/or the State and/or their respective employees, officers, agents or contractors in connection with any actual and/or potential extinguishment of, and/or effect or impact on, any native title or claimed native title of the Native Title Party in consequence of or arising out of or in relation to the Licences and the exercise of rights or the discharge of obligations by the Company under the Licences (***"Compensation Entitlements"***).

8.10 The Native Title Party and the Association release the Company and the State from, and acknowledge that this Deed may be pleaded as an absolute bar against, all such Compensation Entitlements, liabilities, actions, claims or demands.

8.11 The Native Title Party and the Association will not make any application or claim against the Company or the State or any other person in any court, tribunal, commission or any other competent body, including the National Native Title Tribunal for compensation, restitution, benefits, damages or any other amount (whether to be held in trust under the Native Title Act or otherwise) in connection with any such Compensation Entitlements, liabilities, actions, claims or demands.

8.12 The provisions of clause 8.10 and 8.11 do not apply in relation to any compensation claim arising by reason of a breach of this Deed.

9. ABORIGINAL HERITAGE PROTECTION

9.1 The Company, the Native Title Party and the Association must comply with the terms of Schedule 4 which provide:

(a) certain terms and conditions with which the Company has agreed to abide by in the course of carrying out the Project on the Licence Area; and

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

9.2 The Company's obligations under Schedule 4 are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a

determination of native title.

10. STATE NOT LIABLE FOR SCHEDULE 4 PROVISIONS

The Company, the Native Title Party and the Association acknowledge that neither the State nor its officers, employees or agents have any obligations or liability whatsoever in connection with the rights and obligations of the Company, the Association or the Native Title Parties under Schedule 4.

11. DEED NOT CONDITION OF GRANT

The provisions of this Deed (other than the obligations of the Company and of the State contained in clause 8) are not terms of the grant of a Licence under the Petroleum Act.

12. DEED PREVAILS

The Company, the Native Title Parties and the Association acknowledges that the provisions of this Deed prevail over the provisions of Schedule 4 to the extent of any inconsistency.

13. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

14. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

15. ASSIGNMENT

15.1 Subject to this Clause 15, the Company may at its absolute discretion assign, transfer or novate the whole or part of its interests in this Deed.

15.2 If the Company assigns or transfers the whole of its interest in the Licence Area, the Company will procure that the party thereby acquiring that interest in the Licence Area enters into a deed of assumption whereby the incoming party covenants to assume the obligations of the Company with regard to the other parties, and to be bound by the terms and conditions of this Deed as if it

were a party to this Deed and the Company shall thereby be released from any further obligation arising under this Deed save for any obligation arising prior to the date of such assignment or transfer.

15.3 If the Company assigns or transfers one or more of the Licences (other than an assignment of an interest therein by way of farm-0in joint venture), but not the whole of its interest in the Licence Area then the Company will procure that the party thereby acquiring that interest in the Licence Area enters into a deed of assumption whereby the incoming party covenants to:

(a) assume the obligations of the Company with regard to the other parties, other than the obligations under Clause 7, (which subject to Clause 15.4 will continue to bind the Company), and to be otherwise 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; and

(b) pay to the Association an Administration Payment in addition to the Company's ongoing obligations under Clause 7 as follows:

(1) if the transfer of the interest occurs in years 1 to 5 of the term of this Deed the amount of $15,000.00 per annum per Licence so acquired (pro rata to the area of such Licence falling within the Claimed Land) for the balance of that 5 year term and thereafter the amount set out in Clause 15.3(b)(2) (pro rata to the area of such Licence falling within the Claimed Land from time to time) for the following 5 years;

(2) if the transfer of the interest occurs in years 6 to 10 of the term of this Deed, the amount of $5,000 per annum per Licence so acquired (pro rata to the area of such Licence falling within the Claimed Land) for the balance of that further 5 year term.

15.4 If the amount of the Administration payment payable by the Company under Clause 7 and the amount payable by the incoming party pursuant to Clause 15.3(b) in aggregate would exceed the amount of $15,000.00 (in respect of years 1 to 5 of the term of this Deed) and/ of $5,000.00 (in respect of years 6 to 10 of the term of this Deed), per annum per Licence (pro rata to the area of the Licences falling within the Claimed Land) then the amount of the Administration Payment payable by the Company under Clause 7 in accordance with Clause 15.3(a) shall be proportionately reduced so as to avoid that situation .

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

16. NOTICES

16.1 Subject to any other provision of this Deed any notice, request, consent, proposal, or other communication must be in writing and signed by the person

giving it and shall be addressed as follows:

The State's address:	The Minister for Mineral Resources Development C/- The Director, Petroleum Group Level 7, 101 Grenfell Street Adelaide SA 5000 Facsimile number: (08) 8463 3202
Company's address	Sapex Ltd C/- 16A Hyland Terrace Roslyn Park SA 5072 Facsimile number (08) 8364 6053
Arabunna Claimants address:	Arabunna Native Title Claim Group C/- Camatta Lempens Level 1 345 King William Street ADELAIDE SA 5000 Facsimile number: (08)
the Association's address	Ularaka Arabunna Association Inc. C/-Camatta Lempens Level 1, 345 King William Street ADELAIDE SA 5000 Adelaide SA 5000 Facsimile number (08)

16.2 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.

16.3 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.

17. GOVERNING LAW

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

18. COUNTERPARTS

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

19. SIGNING FEE AND GENERAL

19.1 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.

19.2 The Company will pay the Native Title Party's legal and other costs and expenses in connection with the preparation and completion of this Deed. The State and the Company will pay their own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for Stamp Duty which will be borne and paid by the State.

19.3 In consideration of the Native Title Party entering into this Deed and as a special non-recurrent payment, the Company agrees to pay the sum of $128,908.00 to the Association within 5 business days of the grant of the last of the Licences to be so granted.

19.4 Where the payment to be made by the Company under Clause 19.3 of this Deed (**"Payment"**) constitutes consideration for a taxable supply by a Native Title Party:

(a) the amount of the Payment shall be increased by, and the Company shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10% ; and

(b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates

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

19.5 In this clause 19:

(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.

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

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

19.8 the Association may appoint an agent to carry out its functions under this Deed. At the request of any other party, the Association will provide details in writing of the agent and the scope of their authority.

EXECUTED by the parties as a Deed.

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

MINISTER FOR MINERAL RESOURCES DEVELOPMENT

.....
Witness

Name: B A GOLDSTEIN

Address: 2 Magdalen St Colley Park

Occupation: Geologist

.....
The Honourable Paul Holloway, Minister for Mineral Resources Development

The **COMMON SEAL** of **SAPEX LTD** was affixed in accordance with its constitution in the presence of:

SAPEX LTD - ACN: 093 667 164 Common Seal

.....
Director

.....
Director/~~Secretary~~

SIGNED by **REGINALD DODD**
in the presence of:

.....
Witness

S. J. KENNY
Witness Full Name

.....
Reginald Dodd

SIGNED by **MILLIE WARREN** in the presence of:

.....
Witness

S. J. KENNY
Witness Full Name

.....
Millie Warren

THE COMMON SEAL of ULARAKA ARABUNNA ASSOCIATION INC was affixed in accordance with its Constitution in the presence of :

.....
Member

Print Name: AARON STUART
VICE CHAIR

.....
Member

Print Name: BRADLEY STRANGWAYS

.....
Member

Print Name: SID STRANGWAYS

.....
Member

Print Name: KEN. BUZZACOTT

.....
Member E. A. KITE

Print Name: Martha - Watts
MARTHA - WATTS

.....
Member

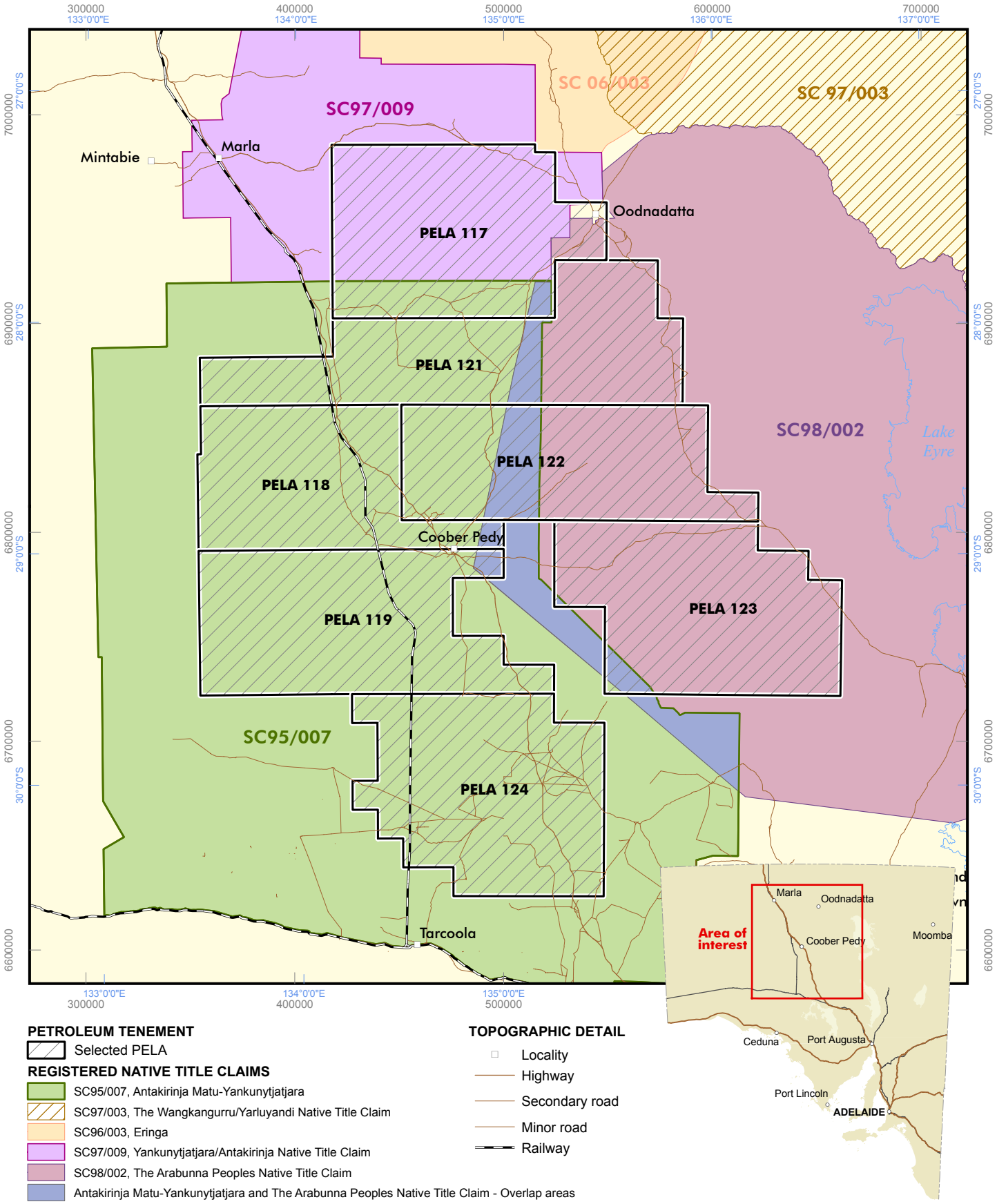
COMMON SEAL
ULARAKA
ARABUNNA
ASSOCIATION
INCORPORATED

Common Seal

SCHEDULE 1: THE LICENCE APPLICATIONS AND MAP OF LICENCE AREA

Government of South Australia
Primary Industries and Resources SA

South Australia
PETROLEUM LICENCE APPLICATION OVER NATIVE TITLE CLAIMANT AREA



PETROLEUM TENEMENT
- Selected PELA

REGISTERED NATIVE TITLE CLAIMS
- SC95/007, Antakirinja Matu-Yankunytjatjara
- SC97/003, The Wangkangurru/Yarluyandi Native Title Claim
- SC96/003, Eringa
- SC97/009, Yankunytjatjara/Antakirinja Native Title Claim
- SC98/002, The Arabunna Peoples Native Title Claim
- Antakirinja Matu-Yankunytjatjara and The Arabunna Peoples Native Title Claim - Overlap areas

TOPOGRAPHIC DETAIL
- Locality
- Highway
- Secondary road
- Minor road
- Railway

Production details

Produced by: PIRSA Publishing Services

Plan number: 203221_029

Date produced: August 2006

Data source: databases maintained by PIRSA Spatial Information Services

0 50 100 Kilometres

Datum GDA 94 - Projection MGA Zone 53

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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Author / contact details

Farrelly, S
PIRSA Petroleum, 101 Grenfell Street,
Adelaide, South Australia 5000

internet:www.petroleum.pir.sa.gov.au
email: pirsa.petroleum@saugov.sa.gov.au
phone: (08) 8463 3000
fax: (08) 8463 3229

PELA 123		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well/seismic	$400,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies/seismic	$150,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 123: 2 wells + G&G/seismic: $900,000

PELA 124		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$200,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies	$50,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 124: 2 wells + G&G: $600,000

PELA 118		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	Geological & Geophysical Studies	$100,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies	$50,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 118: 1 well +G&G: $500,000

PELA 119		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	Geological & Geophysical Studies	$100,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies	$50,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 119: 1 well +G&G: $500,000

Total of re-distribution of work programs and indicative expenditures for seven (7) PELA's:

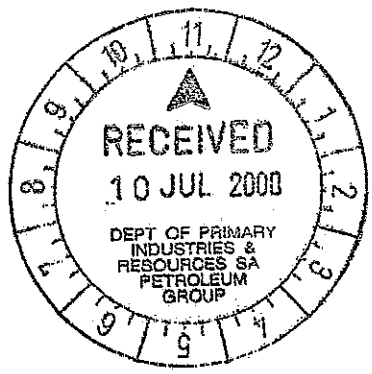
Twelve (12) wells and Indicative Expenditures of $5,200,000, which is same number of wells but overall costs have increased by $2.5 million from $2.7 million due to the increased numbers of PEL's from three to seven and the need to have additional work program for each year.

Depending on the results of the exploration program, we would seek to consult with the Petroleum Group of PIRSA on any program variations to optimise the exploration efforts.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (1) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire")

GSP is the parent company of Eastern Energy Australia Pty Ltd ("Eastern") and whose shareholders are companies associated with Doug Battersby, David King and Dennis Morton. Barbwire is a company in which Pat Elliott is a major shareholder.

The following information is provided in support of the application:

APPLICATION AREA (1):

Approximately 21,460 square kilometers as described and outlined in the attached documents

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
Five (5)	One well	$250,000

The Year 1 work program will involve the acquisition and interpretation of all available coal bore, water bore, petroleum exploration well data, gravity & magnetic data, reprocessing of selected existing seismic reflection data and high grading areas of conventional and coal seam methane potential. Year 2 will involve the drilling of one exploration well to evaluate Permian age coal seams for coal and gas composition, gas content and permeability.

FINANCIAL CAPABILITY: GSP is a private company equally owned and funded by Budside Pty Ltd (Managing Director & major shareholder: Dennis Morton), Veruse Pty Ltd (Managing Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major

Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major shareholder: David King) GSP brings to your attention the fact that Eastern and GSP have been the most active petroleum exploration company in NSW for many years. In the last two years GSP and Eastern have participated in a $35 million exploration and development program in PEL 238 and a $1.5 million two well drilling program in PEL 6. GSP and Eastern fund, and will continue to fund, such work out of their own resources and by involving new participants in joint venture projects

Barbwire's major shareholder, Pat Elliott, is a large investor in major resource projects in South Australia and NSW and he has organised funding of significant work programs in these states

Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901 8505] or Tony Galligan – Director Resource Planning and Development [9901 8501]) for verification. If you require additional information we will provide upon request.

TECHNICAL COMPETENCE: GSP directors Dennis Morton (24 years), Doug Battersby (32 years) and David King (28 years) bring a combined petroleum exploration experience of 84 years – resumes attached

GSP and Eastern have an exploration focus on providing gas to the eastern Australian states. The main area of interest is PEL 238, located in the Gunnedah Basin, NSW where over $35 million has been spent over the last three years on drilling eighteen wells, fracture stimulating seven wells and placing these wells into production. In addition, 484 kilometres seismic data has been acquired and the existing seismic data set has been reprocessed. Exploration drilling is currently being conducted within the licence. Eastern also has interests in or rights to NSW exploration licences PEL 6 and PEL 8, both of which are ideally located to supply gas to the large eastern Australian markets.

We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,

Dennis J. Morton
Director

PELA 117

DESCRIPTION OF AREA

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

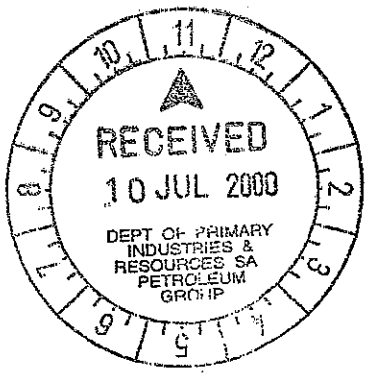
Commencing at a point being the intersection of latitude 27°15'00"S GDA94 and longitude 134°10'00"E AGD66, thence east to longitude 135°09'10"E GDA94, south to latitude 27°17'05"S GDA94, east to longitude 135°15'00"E GDA94, south to latitude 27°30'00"S GDA94, east to longitude 135°30'00"E GDA94, south to latitude 27°45'00"S GDA94, west to longitude 135°15'00"E GDA94, south to latitude 28°00'00"S GDA94, west to longitude 134°10'00"E AGD66, and north to the point of commencement.

AREA: **9515** square kilometres approximately.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (2) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton, is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire").

GSP is the parent company of Eastern Energy Australia Pty Ltd ("Eastern") and whose shareholders are companies associated with Doug Battersby, David King and Dennis Morton. Barbwire is a company in which Pat Elliott is a major shareholder.

The following information is provided in support of the application:

APPLICATION AREA (2):

Approximately 23,000 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
Five (5)	One well	$250,000

The Year 1 work program will involve the acquisition and interpretation of all available coal bore, water bore, petroleum exploration well data, gravity & magnetic data, reprocessing of selected existing seismic reflection data and high grading areas of conventional and coal seam methane potential. Year 2 will involve the drilling of one exploration well to evaluate Permian age coal seams for coal and gas composition, gas content and permeability

FINANCIAL CAPABILITY: GSP is a private company equally owned and funded by Budside Pty Ltd (Managing Director & major shareholder: Dennis Morton), Veruse Pty Ltd (Managing

Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major shareholder: David King). GSP brings to your attention the fact that Eastern and GSP have been the most active petroleum exploration company in NSW for many years. In the last two years GSP and Eastern have participated in a $35 million exploration and development program in PEL 238 and a $1.5 million two well drilling program in PEL 6. GSP and Eastern fund, and will continue to fund, such work out of their own resources and by involving new participants in joint venture projects.

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Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901 8505] or Tony Galligan – Director Resource Planning and Development [9901 8501]) for verification. If you require additional information we will provide upon request.

TECHNICAL COMPETENCE: GSP directors Dennis Morton (24 years), Doug Battersby (32 years) and David King (28 years) bring a combined petroleum exploration experience of 84 years – resumes attached.

GSP and Eastern have an exploration focus on providing gas to the eastern Australian states. The main area of interest is PEL 238, located in the Gunnedah Basin, NSW where over $35 million has been spent over the last three years on drilling eighteen wells, fracture stimulating seven wells and placing these wells into production. In addition, 484 kilometres seismic data has been acquired and the existing seismic data set has been reprocessed. Exploration drilling is currently being conducted within the licence. Eastern also has interests in or rights to NSW exploration licences PEL 6 and PEL 8, both of which are ideally located to supply gas to the large eastern Australian markets.

We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,

Dennis J Morton.
Director.

PELA 118

DESCRIPTION OF AREA

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

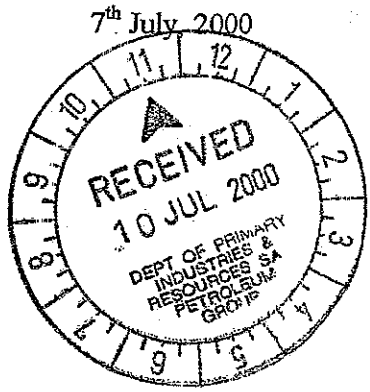
Commencing at a point being the intersection of latitude 28°22'30"S GDA94 and longitude 133°31'00"E AGD66, thence east to longitude 134°30'00"E GDA94, south to latitude 28°52'30"S GDA94, east to longitude 135°00'00"E GDA94, south to latitude 29°00'00"S GDA94, west to longitude 133°30'00"E GDA94, north to latitude 28°35'00"S AGD66, east to longitude 133°31'00"E AGD66, and north to the point of commencement.

AREA: **7400** square kilometres approximately.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (3) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton, is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire").

GSP is the parent company of Eastern Energy Australia Pty Ltd ("Eastern") and, whose shareholders are companies associated with Doug Battersby, David King and Dennis Morton. Barbwire is a company in which Pat Elliott is a major shareholder.

The following information is provided in support of the application:

APPLICATION AREA (3):

Approximately 20,624 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
Five (5)	One well	$250,000

The Year 1 work program will involve the acquisition and interpretation of all available coal bore, water bore, petroleum exploration well data, gravity & magnetic data, reprocessing of selected existing seismic reflection data and high grading areas of conventional and coal seam methane potential. Year 2 will involve the drilling of one exploration well to evaluate Permian age coal seams for coal and gas composition, gas content and permeability

FINANCIAL CAPABILITY: GSP is a private company equally owned and funded by Budside Pty Ltd (Managing Director & major shareholder: Dennis Morton), Veruse Pty Ltd (Managing

Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major shareholder: David King). GSP brings to your attention the fact that Eastern and GSP have been the most active petroleum exploration company in NSW for many years. In the last two years GSP and Eastern have participated in a $35 million exploration and development program in PEL 238 and a $1.5 million two well drilling program in PEL 6. GSP and Eastern fund, and will continue to fund, such work out of their own resources and by involving new participants in joint venture projects.

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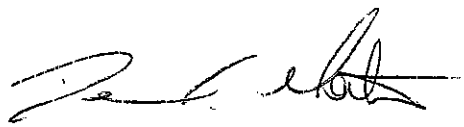
TECHNICAL COMPETENCE: GSP directors Dennis Morton (24 years), Doug Battersby (32 years) and David King (28 years) bring a combined petroleum exploration experience of 84 years – resumes attached.

GSP and Eastern have an exploration focus on providing gas to the eastern Australian states. The main area of interest is PEL 238, located in the Gunnedah Basin, NSW where over $35 million has been spent over the last three years on drilling eighteen wells, fracture stimulating seven wells and placing these wells into production. In addition, 484 kilometres seismic data has been acquired and the existing seismic data set has been reprocessed. Exploration drilling is currently being conducted within the licence. Eastern also has interests in or rights to NSW exploration licences PEL 6 and PEL 8, both of which are ideally located to supply gas to the large eastern Australian markets.

We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,



Dennis J. Morton
Director

PELA 119

DESCRIPTION OF AREA

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

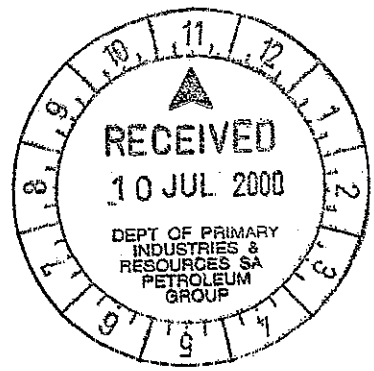
Commencing at a point being the intersection of latitude 29°00'00"S GDA94 and longitude 133°30'00"E GDA94, thence east to longitude 135°00'00"E GDA94, south to latitude 29°07'30"S GDA94, west to longitude 134°45'00"E GDA94, south to latitude 29°22'30"S GDA94, east to longitude 135°00'00"E GDA94, south to latitude 29°30'00"S GDA94, east to longitude 135°15'00"E GDA94, south to latitude 29°37'30"S GDA94, west to longitude 133°30'00"E GDA94, and north to the point of commencement.

AREA: **9751** square kilometres approximately.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (1) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire").

GSP is the parent company of Eastern Energy Australia Pty Ltd ("Eastern") and whose shareholders are companies associated with Doug Battersby, David King and Dennis Morton. Barbwire is a company in which Pat Elliott is a major shareholder.

The following information is provided in support of the application:

APPLICATION AREA (1):

Approximately 21,460 square kilometers as described and outlined in the attached documents

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
Five (5)	One well	$250,000

The Year 1 work program will involve the acquisition and interpretation of all available coal bore, water bore, petroleum exploration well data, gravity & magnetic data, reprocessing of selected existing seismic reflection data and high grading areas of conventional and coal seam methane potential. Year 2 will involve the drilling of one exploration well to evaluate Permian age coal seams for coal and gas composition, gas content and permeability

FINANCIAL CAPABILITY: GSP is a private company equally owned and funded by Budside Pty Ltd (Managing Director & major shareholder: Dennis Morton), Veruse Pty Ltd (Managing Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major

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Barbwire's major shareholder, Pat Elliott, is a large investor in major resource projects in South Australia and NSW and he has organised funding of significant work programs in these states.

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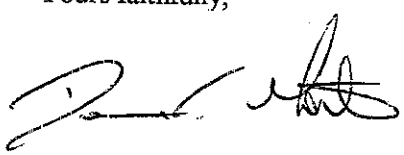
TECHNICAL COMPETENCE: GSP directors Dennis Morton (24 years), Doug Battersby (32 years) and David King (28 years) bring a combined petroleum exploration experience of 84 years – resumes attached.

GSP and Eastern have an exploration focus on providing gas to the eastern Australian states. The main area of interest is PEL 238, located in the Gunnedah Basin, NSW where over $35 million has been spent over the last three years on drilling eighteen wells, fracture stimulating seven wells and placing these wells into production. In addition, 484 kilometres seismic data has been acquired and the existing seismic data set has been reprocessed. Exploration drilling is currently being conducted within the licence. Eastern also has interests in or rights to NSW exploration licences PEL 6 and PEL 8, both of which are ideally located to supply gas to the large eastern Australian markets.

We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,



Dennis J. Morton
Director

SAPEX PTY LTD
ARCKARINGA BASIN EXPLORATION LICENCE
APPLICATION AREA (1)
DESCRIPTION

Commencing at the intersection of Longitude 134° 10'E and Longitude 27° 15'S

Thence to:	135° 15'E	and	27° 15'S
	135° 15'	and	27° 30'
	135° 30'	and	27° 30'
	135° 30'	and	27° 45'
	135° 45'	and	27° 45'
	135° 45'	and	28° 00'
	135° 52.5'	and	28° 00'
	135° 52.5'	and	28° 22.5'
	133° 31'	and	28° 22.5'
	133° 31'	and	28° 10'
	134° 10'	and	28° 10'
and then back to:	134° 10'	and	27° 15'

Approximate area: 21,460 square kilometres

PELA 121

DESCRIPTION OF AREA

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

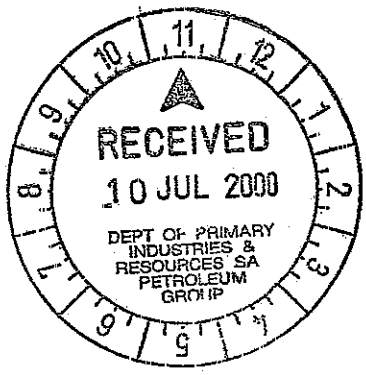
Commencing at a point being the intersection of latitude 27°45'00"S GDA94 and longitude 135°15'00"E GDA94, thence east to longitude 135°45'00"E GDA94, south to latitude 28°00'00"S GDA94, east to longitude 135°52'30"E GDA94, south to latitude 28°22'30"S GDA94, west to longitude 133°31'00"E AGD66, north to latitude 28°10'00"S AGD66, east to longitude 134°10'00"E AGD66, north to latitude 28°00'00"S GDA94, east to longitude 135°15'00"E GDA94, and north to the point of commencement.

AREA: **9806** square kilometres approximately.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (2) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton, is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire")

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The following information is provided in support of the application:

APPLICATION AREA (2):

Approximately 23,000 square kilometers as described and outlined in the attached documents

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
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The Year 1 work program will involve the acquisition and interpretation of all available coal bore, water bore, petroleum exploration well data, gravity & magnetic data, reprocessing of selected existing seismic reflection data and high grading areas of conventional and coal seam methane potential. Year 2 will involve the drilling of one exploration well to evaluate Permian age coal seams for coal and gas composition, gas content and permeability.

FINANCIAL CAPABILITY: GSP is a private company equally owned and funded by Budside Pty Ltd (Managing Director & major shareholder: Dennis Morton), Veruse Pty Ltd (Managing

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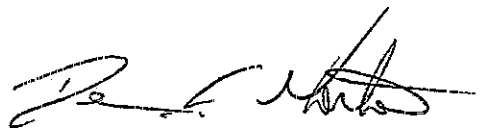
Yours faithfully,



Dennis J. Morton
Director.

PELA 122

DESCRIPTION OF AREA

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

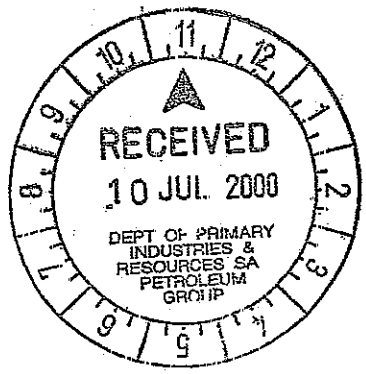
Commencing at a point being the intersection of latitude 28°22'30"S GDA94 and longitude 134°30'00"E GDA94, thence east to longitude 136°00'00"E GDA94, south to latitude 28°45'00"S GDA94, east to longitude 136°15'00"E GDA94, south to latitude 28°52'30"S GDA94, west to longitude 134°30'00"E GDA94, and north to the point of commencement.

AREA: **8460** square kilometres approximately.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (2) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton, is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire").

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The following information is provided in support of the application:

APPLICATION AREA (2):

Approximately 23,000 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
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Four (4)	Geological & Geophysical Studies	$100,000
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We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,

Dennis J. Morton
Director.

PELA 123

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 28°52'30"S GDA94 and longitude 135°15'00"E GDA94, thence east to longitude 136°15'00"E GDA94, south to latitude 29°00'00"S GDA94, east to longitude 136°30'00"E GDA94, south to latitude 29°07'30"S GDA94, east to longitude 136°40'00"E GDA94, south to latitude 29°37'30"S GDA94, west to longitude 135°30'00"E GDA94, north to latitude 29°15'00"S GDA94, west to longitude 135°15'00"E GDA94, and north to the point of commencement.

AREA: **9646** square kilometres approximately.

SCHEDULE 2 : THE ARABUNNA NATIVE TITLE APPLICATION

FEDERAL COURT OF AUSTRALIA

SOUTH AUSTRALIAN

DISTRICT REGISTRY

Federal Court Office Use	
File Number :	
Date filed:	
Registry:	
Judge Allocated:	
Review Hearing Date:	

Paragraph 5(1)(a)

AMENDED APPLICATION SG 6025/98
Form 1

Native Title Act 1993

Native Title Determination Application
Claimant Application
for and on behalf of the

Arabunna People

This is the annexure marked "STK1" referred to in the affidavit of STEPHEN KENNY affirmed before me this 27th day of Ap 99

A Commissioner for taking affidavits in the Supreme Court of South Australia

Filed By:

Name: CAMATTA LEMPENS PTY LTD
Address: Barristers & Solicitors
First Floor, 345 King William Street
ADELAIDE SA 5000

DX: 339
TEL: 8410 0211
FAX: 8410 0566
REF: 231237/SK

Form 1

Paragraph 5(1)(a)

Native Title Act 1993

Native Title Determination Application

Claimant Application

Note 1 This form is to be used for an application mentioned in subsection 61(1) of the Act for a determination of native title in relation to an area for which there is no approved determination of native title.

Note 2 Section 62 of the Act requires this application to be accompanied by an affidavit sworn by the applicant. Please refer to back of application form.

NAME OF APPLICANT(S) FOR THE ARABUNNA NATIVE TITLE CLAIM

Reginald Dodd, Millie Warren and Laurie Stuart

PART A DETAILS OF THE CLAIM

1 The applicant applies for a determination of native title under subsection 61(1) of the *Native Title Act* 1993. The applicants request that this claim be known as the **Arabunna People's Native Title Claim**.

2 AUTHORISATION

Capacity in which the applicant claims to be entitled to make the application eg: a person authorised by the native title claim group to make the native title determination application:

see Act, s61(1)

:
The applicants have the authority to make this application on behalf of all persons in the native title claim group by virtue of a resolution passed at a meeting of the native title claim group held on the 12th and 13th of March 1999 at Marree, which meeting was convened by the Aboriginal Legal Rights Movement Inc, the native title representative body for the area covered by the application, for the purpose of fulfilling its function under S202(4)d of the *Native Title Act*.

3 **The schedules to this application contain the following information:**

SCHEDULE A NATIVE TITLE CLAIM GROUP [*see Act, s61*]

The names (including Aboriginal names) of the persons (the *native title claim group*) on whose behalf the application is made or a sufficiently clear description of the persons so that it can be ascertained whether any particular person is 1 of those persons.

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

Claim group ancestors:

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

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

Further information is attached and marked as "Attachment A"

SCHEDULE B IDENTIFICATION OF BOUNDARIES [*see Act, s62*]

Note: This information must be included, as well as the map mentioned in SCHEDULE C

Information identifying the boundaries of:

a) the area covered by the application; and

b) any areas within those boundaries that area to covered by the application.

That area which is wholly in the State of South Australia marked in the attached map marked attachment "**Map Schedule C**", being part of Maps Australia SG52 (Oodnadatta), SG52 (Coopers Creek), SH53 (Tarcoola) and SH54 (Broken Hill) including the land and water inside the marked area being an area the boundary of which commences 6 kilometres due east of the town of Marree in the centre of the Frome River and proceeding in a S direction for 11 kilometres to the Willouran Creek and then proceeding in a SE direction to the point Ø 30° 10'S λ137° 14'E being approximately 1 kilometre due south of the O K. Copper Mine and on the shore of Lake Torrens.

From there the boundary proceeds in a straight line to a point approximately 1 kilometre due south of Devil's Point being a point at Ø30° 4'S λ 136° 12' E. From there the boundary proceeds in a NE direction for a distance of 170km to a point approximately 1 kilometre due west of a peak marked at an elevation of 236 metres being a point Ø29°5'S λ134°51'E known as Pyramid Hill. The boundary then proceeds for a distance of 94km in a northerly direction to a point 5km due east of the Mount Barry Homestead being the point Ø28°14'S λ135° 3'E. From there the boundary continues in a northerly direction for a distance of 78km to a point 1km to the west of Mount Carulina being the point Ø27°33'S λ135°14'E. The boundary then proceeds in a NE direction for a distance of 51km to the Macumba Homestead. The boundary then proceeds in a NE direction for a distance of approximately 8km to the centre line of the Macumba River and then proceeds along the Macumba River in an E and then SE direction to a point at Ø27°46'S λ136°58'E. From that point the boundary proceeds in a SE direction for a distance of 31km to The Warburton at the point Ø27°51'S λ137°16'E. The boundary then proceeds in a SSE direction at a distance of 6km – 15km to the E of Lake Eyre passing through the points Ø27°56'S λ137°26'E, Ø28°2'S λ137°33'E, Ø28°9'S λ137°37'E, Ø28°12'S λ137°43'E and the point Ø28°23'S λ137°49'E approximately 2km due west of Lake Mulapula to a crossing of the Coopers Creek at a point Ø28°32'S λ137°50'E.
The boundary then proceeds in a southerly direction for a distance of approximately 60km passing through the point Ø28°44'S λ137°57'E to the northern edge of the River Clayton at the point Ø29°6'S and λ137°53'E. The boundary then proceeds in a southerly direction following the centre line of the Frome Creek to the point 6km due east of Marree.

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

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

And excluding any of the land covered by the pastoral lease known as Todmorden Station as this area was specifically excluded pursuant to an agreement reached between the applicants and the claimants of the Yankunytjatjara being application SC97/09 which occurred at Coober Pedy on the 16th of march 1999 and which was organised as a bilateral meeting between the two groups by the Aboriginal Legal Rights Movement Inc.

The area within the external boundaries that are not covered by this application are described in "Attachment B".

More information is attached and labelled as "Attachment B"

SCHEDULE C MAPS [*See Act, s62*]

A map showing the boundaries of the area covered by the application is attached hereto and marked ***"Map Schedule C"***.

SCHEDULE D SEARCHES [*see Act, s62*]

Details and results of all searches carried out to determine the existence of any non-native title rights and interests in relation to the land or waters in the area covered by the application.

No searches have been carried out by the applicants to determine the existence of non native title rights and interests in relation to the land or waters in the area covered by this application.

More information can be provided and labelled as "Attachment D"

SCHEDULE E DESCRIPTION OF NATIVE TITLE RIGHTS AND INTERESTS [*see Act, s62*]

The description must not consist only of a statement to the effect that the native title rights and interests are all native title rights and interests that may exist, or that have not been extinguished, at law.

A description of the native title rights and interests claimed in relation to particular land or waters (including any activities in exercise of those rights and interests).

The native title rights and interests claimed are the rights and interests of the common law holders of native title which arise because of the existence of native title, in particular:-

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

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

(a) all existing non native title rights and interests;

(b) all laws of South Australia made in accordance with s19, 22F, 23E or 231 of the *Native Title Act*:

to the extent that these are valid and applicable

More information can be provided and labelled as "Attachment E'

SCHEDULE F GENERAL DESCRIPTION OF NATIVE TITLE RIGHTS AND INTERESTS CLAIMED

[see Act, s62]

A general description of the native title rights and interests claimed and, in particular, the factual basis on which it is asserted that:

(a) the native title claim group has, and the predecessors of those persons had, an association with the area; and

(b) there exist traditional laws and customs that give rise to the claimed native title; and

(c) the native title claim group has continued to hold the native title in accordance with those traditional laws and customs.

The factual basis of the claim is as follows:-

(a) the native title claim group and their ancestors have, before and since British sovereignty was asserted over the area, possessed, occupied, used and enjoyed the area the subject of the native title claim;

(b) the native title claim group's right to such possession, occupation, use and enjoyment derived from and are currently held in accordance with traditional laws and customs acknowledged and observed, including as they relate to the transmission of such rights and interests by descent;

(c) native title has been continuously held in accordance with those traditional laws and customs of the native title claim group.

(d) the traditional laws and customs of the native title claim group have been passed to the present generation of the claim group by traditional methods from their ancestors who occupied the area prior to British Sovereignty being asserted.

(e) the native title claim group continues to acknowledge and observe the traditional laws and customs in a manner appropriate to their circumstances and such laws and customs are connected to the land the subject of this claim.

(f) the factual basis for the assertion of the claimed rights has been documented in various written references details of which are attached hereto and labelled as "*Attachment F*"

More information can be provided and labelled as "Attachment F"

SCHEDULE G ACTIVITIES [*see Act, s62*]

Details of any activities in relation to the land or waters currently being carried out by the native title claim group.

Members of the native title claim group continue to possess, occupy, use and enjoy the claimed area, including (amongst other things) by:-

1. Living in the claim area;
2. Camping in the claim area;
3. Erecting dwellings and shelters in the claim area;
4. Travelling through the claim area;
5. Hunting, gathering, preparing and cooking bush food and using other resources in the area;
6. Maintaining and protecting the natural environment of the area including springs and other water sources;
7. Taking care of sites of significance to the claimants in the area and protecting them from damage by other parties;
8. Conducting meetings and other gatherings in the area, visiting the area with their children and teaching their knowledge of the claimant's language, culture, heritage and tradition associated with the area to their children and others;
9. Trading in certain resources from the area;
10. Conducting the traditional ceremonies and cultural activities of the claimant group in the claim area;
11. Working in the claim area and carrying out other activities for economic benefit.

More information can be provided and labelled as "Attachment G"

SCHEDULE H DETAILS OF ANY OTHER APPLICATIONS [*See Act, s62*]

Details of any other applications to the High Court, Federal Court, or a recognised State/Territory body, of which the applicant is aware, that have been made in relation to the whole or part of the area covered by the application and that seek a determination of native title or a determination of compensation in relation to native title.

1. This application seeks to withdraw its boundary in respect of any overlapping boundary with the claim known as the Yankunytjatjara native title application being No. SC97/09 and in particular the boundary is withdrawn to exclude the pastoral property known as Todmorden Station and in respect of which the overlapping boundary is hereby withdrawn.
2. To the extent that the claimed area overlaps with the claimed area of the Dieri peoples being SC97/04 or Federal Court No. SG6017/98 and the Wangkangurru and Yarluyandi people's claim No. SC97/03, Federal Court No. SG6016/98, such overlap is not intended by the applicants and is the result of mapping errors.
3. This application continues to be overlapped by the following claims:-
   (i) The Kokatha native title claim No. SG6013/98;
   (ii) The Adnyamathanha native title claim No. SC94/1, Federal Court No. SG6001/98 as amended;
   (iii) The Barngarla native title claim No. SC96/4,. Federal Court No. SG6011/98;
   (iv) The Dieri Mitha native title claim Federal Court No. SG66/98.
   (v) The Kuyani native title claim No. SC95/4, Federal Court No. SG6004/98.
   (vi) The Antakarinja native title claim Federal Court No SG6007/98.

More information can be provided and labelled as "Attachment H"

SCHEDULE I DETAILS OF ANY SECTION 29 NOTICES [*see Act, s62*]

Details of any notices under section 29 of the Act (or under a corresponding provision of a law of a State or Territory), of which the applicant is aware, that have been given and that relate to the whole or a part of the area.

The applicants are aware of the following notices:-

1. Form 27 notice pursuant to s63M of *The Mining Act* 1971 (SA) from Normandy Mining Pty Ltd receiving 13th January 1999.
2. Form 26 Notice pursuant to Section 63M of the Mining Act (1971) SA from WMC Resources Ltd dated the 6th of January 1998.

More information can be provided and labelled as "Attachment I"

SCHEDULE J DRAFT ORDER [*See Act, s62*]

A draft of the order to be sought if the application is unopposed.

The application is not unopposed.

More information can be provided and labelled as "Attachment J"

SCHEDULE K NATIVE TITLE REPRESENTATIVE BODIES [*See Act, s62*]

The name of each representative Aboriginal/Torres Strait Islander body for the area covered by the application.

The Aboriginal Legal Rights Movement Inc.

More information can be provided and labelled as "Attachment K"

SCHEDULE L TENURE AND LAND ISSUES [*see Act, ss 47, 47A, 47B and 61A*]

For the area covered by the application, details of:

a) any area for which a pastoral lease is held by or on behalf of the members of the native title claim group; and

b) any area leased, held or reserved for the benefit of Aboriginal peoples or Torres Strait Islanders that is occupied by or on behalf of the members of the native title claim group; and

c) any vacant Crown land occupied by the members of the native title claim group; and

d) any area mentioned in paragraph (a), (b) or (c) over which the extinguishment of native title is required by section 47, 47A or 47B of the Act to be disregarded.

1 The applicants are not presently able to provide particulars of land or waters (if any) covered by the application which conforms with s47(1)(b) and s47A(1)(b) and (c) for the *Native Title Act*. The applicants assert that prior extinguishment of native title rights and interests in relation any such land or waters should be disregarded in accordance with the provision of either s47 or s47A of the *Native Title Act*.

2. "Vacant Crown Land" occupied by members of the native title claim group exists within the claim area. The applicants are not presently able to provide the particulars of such vacant Crown land (if any) to which s47B(1)(b) of the *Native Title Act* apply. The applicants assert that prior extinguishment of native title rights and interests in relation to any such land should be disregarded in accordance with the provision of s47B of the *Native Title Act*.

More information can be provided and labelled as "Attachment L"

The following items are not required, but will be relevant when the Native Title Registrar considers the claim for registration under section 190A of the Act.

SCHEDULE M TRADITIONAL PHYSICAL CONNECTION [*see Act, s62*]

Details of any traditional physical connection with any of the land or waters covered by the application by any member of the native title claim group.

Members of the native title claim group currently have (and have continuously had) a traditional physical connection with the claim area or parts of it. Members of the claim group and their antecedents have and continue to, carry out those activities referred to in Schedule G of this application. Specific examples are set out in "*Attachment M*"

Other members of the claim group also frequently visit the area. They attend to cultural responsibilities and are involved in protecting their heritage and significant sites. They attend meetings in the claim area, go camping and hunting, and enjoy sharing their heritage with their children, grandchildren and others as well as engaging in other activities as referred to in Schedule G.

Members of the claim group maintain their connection in the area, and use and enjoy the area as indicated above because it is their ancestral land. They do so in accordance with the traditional laws and customs as taught to them by their Elders

More information is attached and marked "*Attachment M*"

SCHEDULE N PREVENTION OF ACCESS [*See Act, s62*]

Details of the circumstances in which any member of the native title claim group has been prevented from gaining access to any of the land or waters covered by the application.

Having regard to the traditional physical connection referred to in Schedule M, subparagraphs 62(1)(c)(ii) and 190B(7)(b) are not applicable. The applicants are accordingly not required at this stage to provide details of circumstances in which access to the claim area or parts thereof have been prevented to members of the native title claim group at this time and reserve their position in this regard.

More information can be provided and labelled as "Attachment N"

SCHEDULE O MEMBERSHIP OF ANY OTHER NATIVE TITLE GROUPS [*see Act, s190C*]

Details of any membership of the applicant or any member of the native title claim group in a native title claim group for any other application that has been made in relation to the whole or part of the area covered by this application.

Pursuant to the details provided in Schedule A of the native title claim group, any person who is a member of a native title claim group for any other application that has been made in relation to the whole or part of the area covered by this application is specifically excluded from this application whilst such an overlap exists.

Any overlap between the claims of the Arabunna people SC98/2, the Wangkangurru and Yarluyandi people SC97/3 and the Dieri people SC97/4 are mapping errors and are to be disregarded.

More information can be provided and labelled as "Attachment O"

SCHEDULE P CLAIMS FOR EXCLUSIVE POSSESSION OF OFFSHORE PLACES [*See Act, s190B*]

Details of any claim by the native title claim group of exclusive possession of all or part of an offshore place.

This is not applicable as no claim is made to any offshore place.

More information can be provided and labelled as "Attachment P"

SCHEDULE Q CLAIMS TO ANY RESOURCES OWNED BY THE CROWN [*See Act, s190B*]

Details of any claim by the native title claim group of ownership of minerals, petroleum or gas wholly owned by the Crown.

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

More information can be provided and labelled as "Attachment Q"

SCHEDULE R CERTIFICATION OR AUTHORISATION [*see Act, s190C*]

(1)

If the application has been certified by each representative Aboriginal/Torres Strait Islander body, a copy of the certificate.

The applicants sought certification by the representative Aboriginal and Torres Strait Islander body, the Aboriginal Legal Rights Movement Inc. pursuant to s202(4) and (5) of the Act.
A copy of that certification is attached and marked "*Attachment R*".

(2)

Note For the meaning of **authorise**, see the Act, s251B

If the application has not been certified by each representative Aboriginal/Torres Strait Islander body:

a) a statement that the applicant is a member of the native title claim group and is authorised to make the application, and deal with matters arising in relation to it, by all the other persons in the native title claim group; and

b) the grounds on which the Registrar should consider that the above statement is correct.

Not applicable.

More information can be provided and labelled as "Attachment R"

SCHEDULE S AMENDED APPLICATIONS [*See Act, s64*]

If the application is an amended application, details of the difference between this application and the original application.

This application amends the original application by -

1. *Adding Millie Warren and Laurie Stuart as named applicants in this application.*
1. By amending the boundaries of this application as detailed in Schedule B, specifically to exclude the area of the pastoral lease known as Todmorden Station.
2. Providing the further information now required by s62, 190B and 190C of the *Native Title Act* (as amended).

More information can be provided and labelled as "Attachment S"

SCHEDULE T ANY OTHER RELEVANT INFORMATION [*see Act, s62*]

Any other relevant information that the applicant wants to provide

Further information shall be provided to the Native Title Register pursuant to s109(A)(3)(a) of the Native Title Act

More information can be provided and labelled as "Attachment S"

Signature of the applicant or applicant's solicitor	Date:

PART B **FILING AND SERVICE**

IF THE APPLICANT IS REPRESENTED:

APPLICANT'S REPRESENTATIVE	This application is filed by: CAMATTA LEMPENS PTY LTD
ADDRESS FOR SERVICE	Whose address for service is: First Floor, 345 King William Street
Suburb	ADELAIDE — State/Territory: SA — Postcode: 5000
E-mail	
Telephone (during the day)	(08) 8410 0211 — Facsimile: (08) 8410 0566
This application is filed for	Reginald Dodd, Millie Warren and Laurie Stuart
Applicant's address	As per the attached affidavits.
Suburb	State/Territory — Postcode

IF APPLICANT IS UNREPRESENTED:

APPLICANT'S NAME *Note: This should include first name, surname & Aboriginal name (if any)*	This application is filed by: Mr/Mrs/Ms: Given Name: Surname: Aboriginal name (*if any*):
ADDRESS FOR SERVICE	
Suburb	State/Territory — Postcode
Telephone (during the day)	Facsimile
Applicant's address	
Suburb	State/Territory — Postcode
Telephone (during the day)	Facsimile (*if any*)

"Attachment A"

ARABUNNA NATIVE TITLE CLAIM GROUP

Profiles of Antecedents of the claim group listed in Schedule A:

STRANGWAYS

The Arabunna native title claim group acknowledge **Lily and Rang *(Buguwide)* Strangways**, the parents of siblings, Sarah *(Gadjibuga)*, Henry *(Wapili)*, Clara *(Mudlu)*, Tim *(Midlangla)*, Fred *(Murilli)* and Sidney as the antecedents of the **Strangways family** and their descendants;

*Excluded from the Arabunna Native Title Claim Group are **Eva Egan** and her descendants while the Kokatha claim SG 601/98 continues to be an overlapping claim.

ADAMS

Gina Adams, the mother of Jessie (who married Sandhill Jack), is acknowledged by the Arabunna people to be the antecedent of the **Adams family** and their descendants;

AMOS

Jacob is acknowledged by the Arabunna native title claimant group to be the apical ancestor of the **Stanley Amos family**. Jacob's daughter, Millie, married and was the first wife of Stanley Amos. Millie and Stanley Amos and their descendants are acknowledged as part of the native title claim group;

***Lola Amos** and all of her descendants are excluded from this claim so long as it overlaps the Kokatha claim No. SG 601/98.

STEWART, WARREN, WOODS, DODD AND BUZZACOTT

Barralda Bunda, an Arabunna woman and the mother of ***Barralda Coupa*** **(also known as Laura)** is acknowledged by the Arabunna native title claim group to be the antecedent of the **Stewart, Warren, Woods, Dodd and Buzzacott families** and their descendants.

*Excluded from this claim are Angus **Warren** and his son Graham and Graham's descendants, as they are members of the Dieri Mitha claim No. SG 66/98.

***Jean Woods** (nee Arkaringa), and her descendents, are excluded from the Arabunna native title claim group for so long as it overlaps the Antakarinja native title claim No. SG6007/98.

CONWAY

Aggie (who was married to Jim Conway), is the mother of siblings Florrie, Eddie, Clancy and Ida Conway and is acknowledged by the Arabunna claimant group as the antecedents of the **Conway family** and their descendants;

WARRINA, DUCK and GEPP

Johnny Warrina, the father of siblings, Lexie, Roy, Maudie, Lennie and Alma Warrina; are acknowledged by the Arabunna claimant group as the antecedents of the **Warrina, Duck and Gepp** families and their descendants

ALLEN

The mother of Tim Allen, who married Frank Allen, is acknowledged by the Arabunna claimant group to be the antecedent of the **Allen family** and their descendants.

***Alma Allen** and her descendants are excluded from the native title claim group for so long as this claim shall overlap the Kokatha claim No. SG 601/98.

SAMUELS

Topsy and Allen Samuels, the parents of Ruby, are acknowledged by the Arabunna claimant group to be the antecedents of the **Samuels family** and their descendants;

STUART

An Arabunna woman who married Adam Ferguson, and who is the mother of Louise (who married Ted Stuart) is acknowledged by the Arabunna claimant group to be the antecedent of the **Stuart family** and their descendants.

"ATTACHMENT B"
IDENTIFICATION OF BOUNDARIES

Internal Boundaries

The internal boundaries of this application shall be the boundaries of the areas excluded from this application as set out below.

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

In particular the following are excluded:

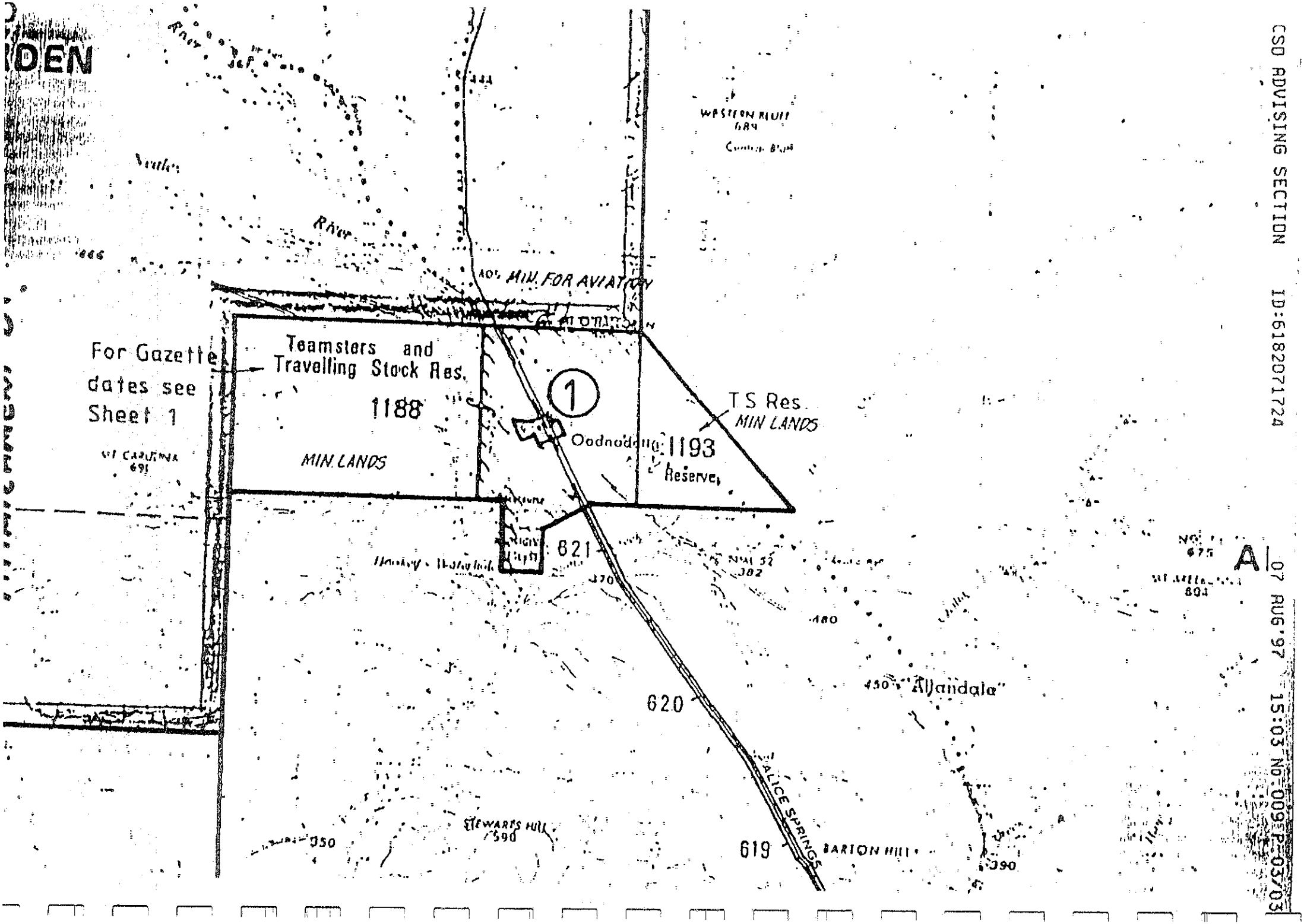
Category A:

Past acts, as defined in s229 of the NTA including any previous non exclusive possession Acts which are also a category A past Act; and
Grants or vestings which are "previous exclusive possession Acts" (as defined by s23B of the NTA) or "category A intermediate period Acts" (as defined in s232B of the NTA) attributable to the Commonwealth and such grants or vestings which are attributable to the State where the State has made provision as mentioned in s23E and s22F of the NTA in relation to those Acts.

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

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

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


For Gazette dates see Sheet 1
Teamsters and Travelling Stock Res.
1188
MIN. LANDS
1
Oodnoodoo
1193
Reserve
T S Res.
MIN LANDS
821
620
619
"Ajandale"
ALICE SPRINGS
STEWARTS HILL
BARTON HILL
WESTERN RIDGE
MIN. FOR AVIATION
CSD ADVISING SECTION ID:6182071724
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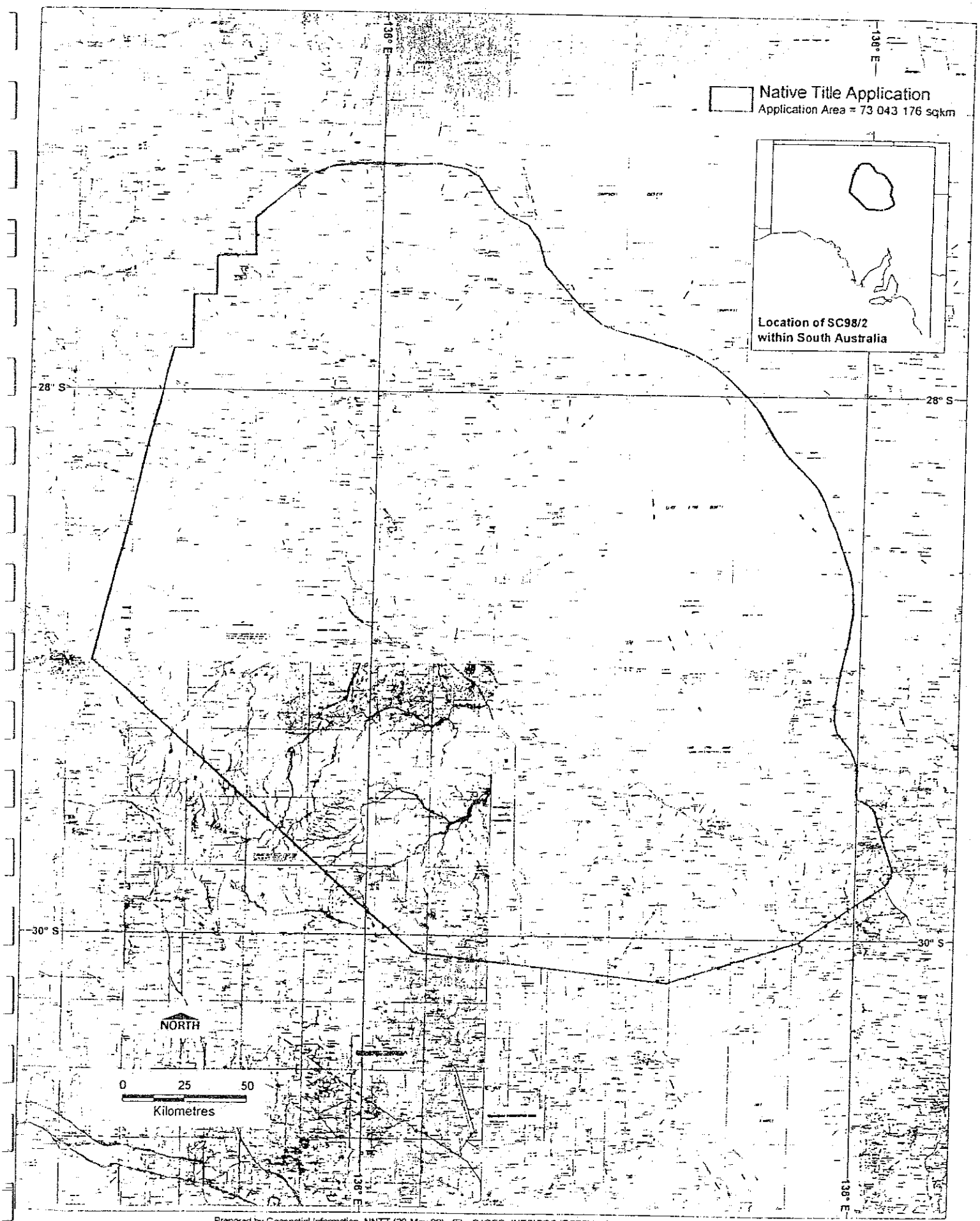
This map product MUST NOT be sold, given away, traded, let hired or otherwise dealt with. This is a condition of the Data Licensing Agreement for the AUSLIG data.

SC98/2 (SG6025/98) ARABUNNA PEOPLES

Raster 1:250 000 topographic maps sourced from AUSLIG
Application boundaries sourced from the Resource Information Group DEHAA
(and modified by NNTT)

Latitude and Longitude based on the Australian Geodetic Datum 1984



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"ATTACHMENT M"

ARABUNNA TRADITIONAL PHYSICAL CONNECTION

Some examples of specific traditional physical connection are as follows:-

1. Reginald Dodd an applicant herein was born at Finniss Springs in the claim area and has resided all his life within the claim area. He currently lives in Marree. Throughout his life he has continued to use and enjoy the area by camping and hunting on it and by protecting sites of significance and making decisions about the use and enjoyment of the area by others by attending on site inspections. He has participated in cultural activities in the area, educated others in the Arabunna culture and traded in resources from the area.

2. The applicant Laurie Stewart was born in 1912 at Anna Creek within the claim area and resided for most of his life within the claim area. He currently resides in Port Augusta. Throughout his life he travelled through the claim area, hunted in the claim area, has participated in maintaining and protecting the environment of the area and Aboriginal sites by attending on heritage work clearance activities, has taught others about the Arabunna language and has participated in ceremonies and cultural activities within the area, in particular ceremonies conducted in his youth near Curdimurka.

3 Millie Warren an applicant herein was born in 1935 and grew up at Finniss Springs. She currently lives in Port Augusta. During her childhood and formative years Mrs Warren was aware of ceremonies conducted by senior members of the group but did not participate in these because of her youth. She was taught about women's knowledge by her mother and other senior women. Other knowledge that she was given included dance, body painting and story telling related to the participation in ceremonies. She was taught about native food resources, their collection and preparation. Throughout her life she has participated in the maintenance of mythological stories and sites within the claim area and taught this information to her children and grandchildren.

Millie Warren has taught Arabunna language and culture at the Port Augusta Secondary School and is actively participating in the preparation of an '*Arabunna Book*' for the South Australian Department of Education.

"ATTACHMENT R"

Aboriginal Legal Rights Movement Inc.

ADELAIDE
321-325 King William Street
Adelaide SA 5000
DX 239
Ph (08) 8211 8824
Fax (08) 8211 7618

Native Title Unit
Ph (08) 8212 1244
Fax (08) 8211 7424

CEDUNA
17 Murat Terrace
PO Box 419
Ceduna SA 5690
DX 51904
Ph (08) 8625 2432
(08) 8625 2200
Fax (08) 8625 3093

COOBER PEDY
Shop 10
Lot 7 Hutchinson Street
Coober Pedy SA 5723
Ph (08) 8672 3505
Fax (08) 8672 3505

MURRAY BRIDGE
3-5 Bridge Street
PO Box 763
Murray Bridge SA 5253
DX 51215
Ph (08) 8532 4788
Fax (08) 8531 1015

PORT AUGUSTA
12 Church Street
PO Box 1771
Port Augusta SA 5700
DX 51023
Ph (08) 8642 4366
Fax (08) 8642 4650

PORT LINCOLN
19A Oxford Terrace
Port Lincoln SA 5606
Ph (08) 8683 4160
Fax (08) 8683 4160

Reply To: Adelaide

Your Reference:

Our Reference: C D Arabunna Cert Lett doc

11 March 1999

Mr. Christopher Doeppel
National Native Title Tribunal
PO Box 9973
PERTH WA 6001

Dear Mr Doeppel

Re: Certification Arabunna Application for a Determination of Native Title NNTT - SC98/02, Federal Court No. SG 6025/98

The Aboriginal Legal Rights Movement (ALRM) being a representative Aboriginal and Torres Strait Islander body determined under s.202 of the Native Title Act 1993 (as amended) (Commonwealth) "NTA" **hereby certify** the Arabunna application for determination of native title (SC 98/02) Federal Court No. SG 6025/98 "the application" under paragraph 202(4)(d) of the Native Title Act 1993 (as amended) being of the opinion that the requirements of paragraph 202(5)(a) and (b) have been met.

Reasons:

(1) In relation to paragraph (5)(a)

ALRM is satisfied that those individuals who attended the Arabunna Community Meeting held at Marree on 12th and 13th day of March 1999 endorse the named applicants Mr. Reginald Dodd, Mr. Laurie Stewart, and Ms Millie Warren and gave them authority to make application number SG6025/98 and deal with matters arising

in relation to it on behalf of all of the other persons in the Arabunna native title claim group.

ALRM is satisfied that all of the people in the native title claim group as well as the applicants, were represented at the time that authority was given because:

(a) prior to holding this community meeting notices advising the claimant group that the meeting was being held for the purposes of certification and the new registration test were sent to claimant group members whose names had been collected at previous community and bilateral meetings as well as those provided by the solicitor for the claimant group. In late February notices were sent to ALRM offices in Port Augusta accompanied by instructions to distribute them within the Aboriginal organizational network. Public notices explaining the purposes of the meeting were broadcast to regional South Australia on Impaja Television Wednesday 3rd March and Saturday 6th March and Umeewarra Media from Monday 1st March until Friday 12th March. Public notices were also placed in the Transcontinental Newspaper and the Coober Pedy Times.

(b) the approximately 40 people who attended the Arabunna Community meeting held in Marree on the 12 and 13 days of March 1999 asserted that they were representative of the key Family groups that make up the Arabunna. This is confirmed by ALRM's Anthropologist, Ms Geraldine Hodgson, who was in attendance at that meeting, based on her knowledge of the claim group and through her own inquires of a large number of the members of the claim group, and having regard to the available historical and genealogical material, attendance lists from previous Arabunna meetings and archival verification of those persons who were understood to comprise the Arabunna native title claim group.

It should be noted that although the issue of authority was formalised by way of resolution ALRM are of the opinion that the authority given by the

Arabunna claim group in accordance with paragraph 251B(a) NTA.

(2) In relation to paragraph (5)(b)

ALRM staff since late January 1999 at the request of the Arabunna claimants, have consulted with members of the Arabunna group and their solicitor in order to describe and otherwise identify all persons in the native title claim group for the purposes of the application.

The person assisting the applicants have made the following efforts to describe of otherwise identify the Arabunna claim group:

- since March 1999 Ms. Geraldine Hodgson the Anthropologist employed by ALRM has consulted with Ms. Bronwyn Hodgson who is currently working on the genealogies for the Arabunna in order to assist in identifying the claim group

- regard has been given to Aboriginal people identifying as Arabunna attending community meetings and bilateral meetings with overlapping claim groups between October 1996 and March 1999 and in particular, those in attendance at the certification meeting held at Marree on 12th and 13th March 1999;

- ALRM's Historian Mr Tom Gara has provided assistance with historical information which has been reviewed by the anthropologists;

Given the administrative deadline of 30/04/99 set by the Tribunal for the Arabunna applicants to present information to the Tribunal for the purposes of registration, as a result of the application of the expedited registration provision of sub-section 190A(2) which commenced on the 29/01/99, ALRM are of the opinion that all reasonable efforts have been made by or on behalf of the applicants to ensure that the application describes of otherwise identifies all persons in the Arabunna native title claim group.

In ALRM's view, given the time constraints mentioned above, the application sufficiently describes or otherwise identifies all the members of the Arabunna native title claim group.

(3) Overlapping applications for determination of native title

ALRM have made the following efforts to achieve agreement relating to native title over land or water between the overlapping claimant groups and to minimize the number of applications covering the land and waters covered by the Arabunna application for determination of native title. The specific meetings held for this purpose are:

- Arabunna ALMAC bilateral – William Creek 17.10.96
- Arabunna involved in the Dieri Mitha Plenary Port Augusta 24.10.96
- Arabunna involved in Dieri Mitha Working Party Meeting Port Augusta 30.11.96
- Arabunna involved in Dieri Mitha Plenary Port Augusta 05.08.97 06.08 97
- Arabunna Certification meeting – Marree 12.03.99 and 13.03.99
- Arabunna / Kuyani bilateral – Coober Pedy 15.03.99
- Arabunna / ALMAC bilateral – Coober Pedy 16.03.99
- Arabunna / Yankunytjatara Antakirinja bilateral Coober Pedy 16.03.99
- Arabunna / ALMAC bilateral Coober Pedy 22.04.99
- Arabunna / Kuyani bilateral Coober Pedy 23.04.99

At a bilateral facilitated by ALRM between the Arabunna (SC98/02) and Yankunytjatara Antakirinja (SC97/09) the Arabunna withdrew their claim to abut the boundary of the Yankunytjatara Antakirinja (SC97/09) native title claim

In summary, the overlap between the Arabunna and Yankunytjatara Antakirinja (SC97/09) has been removed.

No agreement has yet been reached in relation to the overlap between the Arabunna (SC98/02) and Kuyani (SC96/04), Antakirinja Mututjarra (SC 95/07), Barngarla (SC 95/04), Dieri Mitha (SC 97/04), Kokatha (SC 96/06) or Coulthard Adnyamathanha (SC 94/01) ALRM intends to conduct further meetings in order to mediate and achieve agreement in relation to the overlaps that prevail.

There are also the following applications which marginally overlap Arabunna application, namely, Wangkangurru & Yarluyandi peoples (SC97/03)(137.552sq. km) and Dieri Yandruwandha (SC97/04)(301.815sq. km) ALRM have confirmed with the solicitor for the Arabunna that the above named applications overlapping with the Arabunna claim (SC98/02) are inadvertent and the result of mapping errors and the solicitor has approached the National Native Title Tribunal with this information.

In light of the information provided above ALRM is of the opinion that all reasonable efforts have been made with respect to the overlapping applications in accordance with sub-section 202(6) of the Native Title Act 1993 (as amended)

Sincerely

Mr Sydney Raymond Sparrow
Director

SCHEDULE 3: PAYMENTS TO THE NATIVE TITLE PARTIES PURSUANT TO CLAUSE 8 IN RESPECT OF PETROLEUM OPERATIONS UNDER A PETROLEUM PRODUCTION LICENCE
Production Payments

1. **Tax Invoice for GST component**
Contemporaneously with provision to the Minister of the return required by section 43(4) of the Petroleum Act, the Company shall prepare and provide to the Association a recipient created tax invoice if the Association is registered for GST pruposes and provides its ABN to the Company) or in any other case a copy invoice, relating to the Production Payment payable to the Association pursuant to this Schedule 3.

2. **Payment by the Company to the State**
The Company shall, upon provision of the invoice or recipient created tax invoice (as the case may be) in accordance with paragraph 1 of this Schedule 3, pay to the State and the State shall deposit into a trust account maintained by the State for the benefit of the Native Title Party in respect of production of all Petroleum, produced pursuant to a Licence, (and as a component of the consideration):

2.1 Where the relevant Petroleum Production Licence ("***PPL***") does not incorporate any Overlap Area or Other Claimed Land, 1% of the value at the well head of Petroleum produced and sold therefrom; and/or

2.2 Where the relevant PPL incorporates Overlap Area, but does not incorporate any other part of the Claimed Land or Other Claimant Land, then 0.5% of the value at the well head of Petroleum produced and sold therefrom;

2.3 The parties acknowledge that a PPL granted to the Company in respect of a Petroleum production field may, incorporate Claimed Land and/or Overlap Area and/or Other Claimant Land, and in that case acknowledge and agree that the total of 1% of the value at the well head of Petroleum produced and sold therefrom shall be shared between the Native Title Party and Other Claimants whose claim area is:

(a) affected by surface infrastructure; and/or
(b) the PPL area; and/or
(c) the production field located within the PPL area

pursuant to a formula or other mechanism for determining the method of sharing the total Production Payment as between the Native Title Party and such Other Claimants shall to be agreed between those parties in accordance with the procedure and general principles set out in paragraph 3 of this Schedule 3

2.4 Any Production Payment associated with Petroleum produced and sold pursuant to this Schedule 3 prior to the grant of a PPL will be paid:
(a) 50% to the Native Title Party if from a well located in an Overlap Area; or

(b) 100% to the Native Title Party where production is from a well in the Claimed Area but not in an Overlap Area.

3. **Mechanism for agreeing sharing of Production Payment**

3.1 As soon as practicable after execution of this Deed by the Parties and in any event within 12 months from the grant of the Licences and prior to the grant of a PPL the Native Title Party shall meet with and negotiate in good faith with the Other Claimants, with a view to agreeing an equitable mechanism for sharing of the Production Payment having regard to the principles and procedures set out in this paragraph 3.

3.2 In this paragraph 3 the Native Title Party and the Other Claimants are called "the ***Negotiating Parties***".

3.3 At the request of the Negotiation Parties or any of them, the State and/or the Company may participate in any negotiations conducted under this paragraph 3 for the purpose of providing the Negotiating Parties with the benefit of any technical advice or industry experience which might reasonably be expected to assist the Negotiating Parties in reaching an equitable agreement as to the sharing mechanism to be applied to the Production Payments.

3.4 Unless otherwise mutually agreed by the Negotiating Parties, any mechanism for sharing of the Production Payment, whether based on the location of surface infrastructure, area of a PPL or of a production field falling within the relevant claim boundaries, or a combination of those considerations, the principle that the proportion of any payment relating to an Overlap Area is to be shared on a 50/50 basis as between the Native Title Party and the Other Claimant whose claim area falls within the Overlap Area shall apply.

3.5 On reaching agreement as to the appropriate sharing mechanism to be applied to the Production Payment, the Negotiating Parties shall enter into a Deed recording the terms of that agreement, which deed shall include a direction to the Company to provide relevant invoices and to the State to administer and pay the Production Payment in accordance with the agreed mechanism.

3.6 If a Production Payment falls due prior to agreement being reached between the Negotiating Parties in accordance with paragraph 3.5 of this Schedule 3, the Company shall pay the total Production Payment of 1% of the value at the well head of Petroleum produced and sold from the relevant PPL to the State in accordance with this Deed and the State shall hold the Production Payment in a trust account maintained by the State for the benefit of the Negotiating Parties pending resolution of the sharing mechanism and receipt of the direction referred to in paragraph 3.5 of this Schedule 3.

3.7 If within 12 months after grant of the Licences, the Negotiating Parties have not met or having met are unable to reach agreement on the appropriate sharing mechanism in accordance with this paragraph 3, then the Negotiating Parties, or any of them may refer the matter for resolution as a dispute and

the dispute resolution mechanism set out in Item 24 and Annexure D to Schedule 4 of this Deed shall be applicable, save that:

(a) references to the Company and the Native Title Party in those provisions shall be read to mean each of the Negotiating Parties; and

(b) the matters to which the Minister shall have regard in appointing the mediator under Item 24.6(b) thereof and the matters to which the mediator shall have regard in conducting the meeting under Item 24.6(c) thereof shall be those matters set out in this paragraph 3 of this Schedule 3.

4. Calculations to follow Petroleum Act

4.1 Value at the well head of Petroleum produced and sold is to be calculated in the same way that "value at the well head of Petroleum" is calculated pursuant to section 43(8) of the Petroleum Act (as at the date hereof) where the sale price is bona fide and to an arms length purchaser **PROVIDED** that the "Guidelines for Payment of Royalty and Provision of Information" issued by the Department of Primary Industries and Resources of South Australia from time to time (a copy of the current version of which is annexed to this Schedule 3) shall be applied *mutatis mutandis* as if the reference to the royalty rate of 10% therein were a reference to 1%.

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

5. Good and Services Tax

5.1 *Acknowledgement*
The parties acknowledge that the payments referred to in clause 7, clause 8 and in this Schedule 3 have been calculated on a GST exclusive basis.

5.2 *GST Gross-Up*
Where any payment to be made by the Company under clause 7, clause 8 and in this Schedule 3 of this Deed ("**Payment**") constitutes consideration for a taxable supply by the Native Title Party:

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

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

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

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

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

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

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

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

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

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

(iii) Any expenses allowed as a deduction under clause (2)(a) or (2)(b) or (2)(d),

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

(i) In the calendar year 200... - the sum of $.....;or

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

shall not be deductible,

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

(3) Further provisions regarding calculation of Royalty

(a) For the purposes of clause (2):-

(i) in each month the arms length sales value of the substance means the value of the actual sales in respect of the substance described in clause (1) in that month provided however that if any substance is not supplied to a *bona fide* arms length purchaser, not sold for full market value, or returned to a natural reservoir for later production, destroyed, dissipated or used by the Producer not in accordance with Section 43(3) of the Act, the gross sales value of such substance shall be the

amount which would have been received in respect of such substance from a *bona fide* arms length purchaser for full market value;

(ii) the term "plant" includes but is not limited to:

(A) Any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or refining of the substance prior to the delivery or in transporting the substance to the point of delivery to the purchaser; or

(B) Any pipeline;

And

(iii) "wellhead" means the casing head and includes any casing hanger or spool, or tubing hanger, and any flow control equipment up to and including the wing valves.

(b) Non Producing Wells

The capital expenditure referred to in clause (2)(a) may include the actual capital expenditure incurred by the Producer in respect of wells used solely for the purpose of assisting or enhancing the recovery of the substance from other wells or for the purposes of storing the substance or for the recovery or disposal of water used in connection with treating processing or refining of the substance prior to delivery or for any similar purpose other than the production of the substance and may also include the actual capital expenditure incurred by the Producer in converting a well used for the production of the substance to a well used for such other purpose.

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of Plan

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

(4) Royalty Returns

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

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

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

(d) Not later than thirty (30) days after the completion of each twelve (12) month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 3 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.

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

1. Interpretation and Other Matters

1.1 The definitions and rules of interpretation contained in Clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.

1.2 Unless the contrary intention appears in this Schedule a reference to the Company, includes the employees, servants, agents, contractors and sub-contractors of the Company engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Company shall, where the Company has engaged an agent, contractor or sub-contractor to undertake any activity which the Company is required or authorised to undertake under this Schedule, be construed as an obligation or duty upon the Company to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.

1.3 The items in this Schedule shall prevail over any inconsistent provisions in any Annexure to this Schedule.

2. Definitions

In this Schedule, 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);*

"Area of Significance" means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Party or any of its members and includes any **"Aboriginal site", "Aboriginal object"** or **"Aboriginal remains "**, as defined in the *Aboriginal Heritage Act 1988 (South Australia)* and any **"significant Aboriginal area"** as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)*;

"Budget" means a financial plan agreed for the conduct of an inspection and Clearance in accordance with clause 14;

"Clearance" means the agreed procedure for the inspection and clearance of land as described in items 9,10 and 11 and Annexure A, for the purpose set out in item 9.2 and **"clear", "cleared"** and **"clearing"** have corresponding meanings;

"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 to which this Schedule is attached;

"Environment" means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects;

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

SCHEDULE 4 – ABORIGINAL HERITAGE PROTECTION

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

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

"Report" means a written report about a Clearance provided by the Native Title Party to the Company described in item 11;

"Scouting Team" means the persons referred to in Item 10;

"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 items 9, 10 and 11 and Annexure A;

"Specialist" means an anthropologist or archaeologist or both as appropriate;

"transfer" means to sell, assign, transfer, convey or otherwise dispose of;

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

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

3. Undertakings by the Company

The Company undertakes:

3.1 to grant to the Native Title Party the rights and privileges as set out in this Schedule; and

3.2 subject to compliance on the part of the Native Title Party and the Association with their respective obligations hereunder, the Company will comply with the terms and conditions on the Company's part herein contained and shall make payments in accordance with this Agreement to the Association of the amounts to which the Association is entitled from time to time as provided in this Schedule 4.

4. Reconnaissance Surveys of Licence Area by the Company

4.1 The parties acknowledge that prior to the date of execution of the Deed, the Company has awaited grant of Licences and accordingly has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for other Petroleum Operations on the Licence Area (**"Reconnaissance Surveys"**).

4.2 Notwithstanding the provisions of this Schedule 4 relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order to efficiently carry out the purposes of this Schedule, it may be necessary for the Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in items 9, 10 and 11 and Annexure A hereof do not apply to Reconnaissance Surveys where:

(a) The Company is conducting Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under item 8; 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 the Company explaining to the Native Title Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably withheld).

5. Land Access and Occupation

5.1 The Native Title Party and the Association acknowledges the grant to the Company of a Licences in respect of the Licence Area authorise the Company, its contractors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.

5.2 the Association may object in writing upon reasonable grounds to a person having access to the Licence Area and the Company shall ensure that, as far as is possible within its power, such person or persons shall not enter upon the Licence Area.

6. Identification

6.1 The Company shall notify the Association of the name of the representative of the Company responsible for Petroleum Operations from time to time on the Licence Area, such notice to be given fourteen (14) days in advance, in writing where practicable.

6.2 The Company shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with clauses 9, 10 and 11 and Annexure A of this Schedule and to comply with all conditions consistent with this Schedule.

7. Petroleum Operations

The Company shall at all times upon the Licence Area:

7.1 comply with the provisions of the Petroleum Act and the licences granted to the Company thereunder;

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

7.3 conduct itself in accordance with good and accepted petroleum industry practice standards;

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

7.5 use good and accepted petroleum industry practice to avoid oil spills or blowouts.

8. Notification of Operations

8.1 Subject to the provisions of items 9, 10 and 11 and Annexure A hereof, the Company shall provide the Association at least sixty eight (68) days in advance of Petroleum Operations being conducted in the Operational Area a written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of the proposed Work Program, 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.

8.2 Prior to the expiration of fourteen (14) days (or such other period as the parties agree) after the Company has requested a Clearance and provided the particulars of its proposed Work Program in accordance with item 8, the Company and the Association by their respective representatives and advisors, shall meet. The purpose of such meeting shall be:

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

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

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

8.3 If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to item 8.1, the Association may, prior to the proposed commencement of Petroleum Operations request the Company to provide and the Company shall provide, reasonable further particulars of such proposed operations.

8.4 the Association may object to the proposed Petroleum Operations referred to in item 8.1, provided:

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

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

8.5 In the event that the Association has a specific objection to any part of the particulars of the Petroleum Operations supplied by the Company under item 8.1, or to any substantial change therein of which notice has been given under item 8.8:

(a) the Association shall refer such objection for resolution pursuant to item 24 within fourteen (14) days of being supplied with such particulars or given such notice;

(b) that part of the existing, intensified or changed operational program to which objection is taken shall not commence until the objection is resolved pursuant to item 24;

(c) provided always that objection may only be taken where the matter objected to is likely to have a material adverse impact upon or cause substantial disturbance to native title rights in the Licence Area.

(d) if no such specific objection is raised within the said fourteen (14) day period by the Association, the Company may proceed on the basis that the particulars provided by the Company pursuant to this item 8 constitute the details of the Work Program for its Petroleum Operations.

8.6 Where the Association receives a request for Clearance pursuant to item 8.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work program is substantially similar to the current request) in accordance with the terms and conditions of this Schedule, the Association shall by notice in writing within two (2) weeks of the request notify the Company that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Schedule and subject to any conditions applicable to that Clearance.

8.7 There can be no material modification or alteration of any part of a Work Program 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 Program.

8.8 The Company shall give notice to the Association if the Company at any time propose to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with item 11.6.

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

(a) pursuant to item 8.1, and no Clearance is conducted within 68 days (or such later time as the parties agree in writing); or

(b) pursuant to item 8.1 for the circumstances set out in item 11.6(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or

(c) pursuant to item 8.8 for the circumstances set out in item 11.6(c) and no Clearance is conducted within 2 days (or such later time as the parties agree in writing)

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

9. Inspection and Clearance

9.1 The parties shall conduct all activities under this clause in accordance with Annexures A and B.

9.2 The parties acknowledge that this Schedule 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.

9.3 The Company will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Company's representative shall:

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

(b) where possible, relocate these where, upon advice from the Scouting Team, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and

(c) have authority to agree any conditions with the Scouting Team so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to item 11 hereof.

9.4 The Company's representative shall accompany the Scouting Team when required to do so subject to the Scouting Team's ability to exclude the Company's representative from its internal discussions and deliberations in the field.

9.5 In the event that a proposed Operational Area is not cleared by the Scouting Team the Specialist shall advise the Company's representative to that effect and the Company's representative may propose alternative Operational Areas during the course of the Clearance provided that:

(a) any such alternative Operational Areas do not constitute a material modification or alteration to the Work Program referred to in item 8.8; 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.

9.6 Subject to the *Aboriginal Heritage Act 1988 (South Australia)* the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by the Association pursuant to this Schedule in which case neither the Native Title Party nor the Association shall complain that Petroleum Operations conducted in accordance with items 8, 9,10, and 11 hereof interfered with any Areas of Significance. The Company shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

9.7 The Company will:

(a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with items 9, 10 and 11 and Annexure A;

(b) comply with the conditions of the Clearance (as referred to in item 9); and

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

10. Scouting Team

10.1 At the cost of the Company 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 item 10 and Annexure A and will ensure that the Scouting Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed Work Program in accordance with Annexure A.

10.2 Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Scouting Team shall be to:

(a) determine whether the seismic lines, access roads or Work Sites or any other activities described in the Work Program are likely to disturb, damage, or interfere with Areas of Significance;

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

(c) show reasonable diligence in preparing for and carrying out such work while the Company meets its obligations pursuant to this Agreement; and

(d) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Company's Petroleum Operations.

10.3 Scouting Team Composition

The Scouting Team will comprise:

(a) up to two (2) qualified Specialists of appropriate gender to be engaged by the Representative Corporation with the concurrence of the Company (which concurrence will not be unreasonably withheld); and

(b) the number of persons required to ensure the integrity of the Clearance up to a maximum of six (6) persons consisting of such numbers of men and women as thought by the Native Title Party and the Representative Corporation to be appropriate in accordance with Aboriginal culture and tradition.

10.4 The Native Title Party and the Association acknowledge that in most areas up to six (6) persons will be sufficient to ensure the integrity of the Clearance, however they reserves the right to include up to a maximum of eight (8) people in the event that they believe it is necessary and appropriate to do so. the Association agrees to consult with the Company about the number of persons to be included in a Scouting Team not later than the start of negotiations for setting a Budget in accordance with item 12.

10.5 In respect of a Clearance or part of a Clearance relating to the Overlap Area or part of the Overlap Area, the Association shall, at the request of the Company give due consideration to whether it is appropriate and/or practical to carry out the Clearance in conjunction with the Overlapping Claimants and shall further consider, in all the circumstances, whether it is appropriate to appoint a lesser number of members to the Scouting Team and/or to appoint the Specialist(s) jointly with the Overlapping Claimants to assist in conducting the Clearance in that area. the Association agrees, at the request of the Company, to consult with the Company about a joint Scouting Team not later than the start of negotiations for setting a Budget in accordance with item 12.

11. Reports

11.1 the Association must promptly notify the Company upon completion of a Clearance and as soon as practicable but not later than fourteen (14) days after the completion of the Clearance, the Native Title Party and the Association must provide a Report (through a Specialist) to the Company.

11.2 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 items 9.5 and 10.2(b);

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

(d) be signed by the Specialists.

11.3 Nothing in this Schedule compels the Native Title Party nor any member of the Scouting Team or the Association to disclose to the Company or to the Company's representative the location of Areas of Significance or any Cultural Confidences whatsoever with respect to the Licence Area.

11.4 The Native Title Party shall ensure that any Aboriginal persons accompanying the Scouting Team shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.

11.5 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.

11.6 In the event that the Company has obtained a Clearance pursuant to this Agreement and subsequent events cause the Company to require any material modification or alteration (as defined in item 8.7) to any part of the program of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:

(a) the Company shall notify 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 Schedule;

(b) in such cases (other than circumstances set out in the next sub-paragraph of item 11.6) the Native Title Party and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Company in writing of its consent to such material modification or alteration or ensuring the commencement by a Scouting Team of the inspection for

Clearance of those areas as requested by the Company; and

(c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by the Company in accordance with sub-paragraph(a) of this item 11.6 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

12. Budgets and Payment by the Company for Clearance Work

12.1 the Association must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to item 8.1 submit to the Company a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Company and the Association to negotiate and agree a Budget.

12.2 Budgets must be proposed in substantially the form set out in Annexure C and be negotiated, agreed and adopted by the Company and the Association in writing within seven (7) days of the Association providing a proposed Budget to the Company.

12.3 The Company will make payment of expenditure in accordance with the agreed Budget to the Association as follows:

(a) Budgeted costs in respect of Scouting Team member attendance, travel and accommodation costs, at the conclusion of the Clearance; and

(b) Specialist attendance, travel and accommodation costs within fourteen (14) days of receiving an invoice in respect of the same; and

(c) Administration costs, within fourteen (14) days of receipt of the Report and an invoice of all expenditure.

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

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

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

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

in accordance with the Budget

12.5 In the event that there are at any time more persons forming part of the Scouting Team than specified in the Budget then the Company shall not be responsible for the expense of the additional person, unless otherwise agreed between the parties.

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

12.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Company and any Aboriginal person forming part of any Scouting Team arises by virtue of this Schedule, and that nothing contained in this Schedule will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Company. 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 Schedule.

12.8 the Association will be responsible for the administration of all matters relevant to the conduct of the Clearance, including:

(a) mobilisation of the Scouting Team members, travel budget receipts and disbursement of funds, and liaison with the Specialist; and

(b) taking all practical steps to ensure that the Aboriginal members of the Scouting Team are covered by a group personal accident insurance policy maintained by the State of South Australia in connection with Aboriginal heritage surveys.

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

12.10 The Company may nominate the use of such of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.

13. Removal of Employees

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

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

(b) has recklessly or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with items 9, 10 and 11 and Annexure A except where there is no damage to the interests of the Native Title Party; and

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

13.2 In the event of a dispute between the Association and the Company as to whether a person has acted in a manner justifying the removal from the Licence Area the matter shall be referred pursuant to item 24 for resolution.

14. Instruction in Aboriginal Culture

14.1 The Company will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by this Schedule to ensure those person have an awareness and an understanding of:

(a) native title;

(b) their obligations under the *Aboriginal Heritage Act 1988 (South Australia), the Aboriginal and Torres Strait Islander Heritage Protection Act (1984) (Cth), the Native Title Act* and this Agreement in relation to avoiding disturbance, damage and interference to any Area of Significance; and

(c) any other matters of which those persons are required to be cognisant by this Schedule.

14.2 Appropriate education for the purposes of item 14.1 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.

14.3 A Specialist to be engaged for the purpose of carrying out the education

functions specified in this item shall be nominated by the Company with the concurrence of the Association (which concurrence shall not be unreasonably withheld).

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

14.5 The Company shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Company.

14.6 The Company shall consult and have regard to the views of the Association in relation to the formulation and presentation of the instruction referred to in item 14.5.

14.7 the Association shall, whenever so requested by the Company give all reasonable assistance to the Company in attaining the objectives of this item and shall be reimbursed by the Company for all reasonable expense incurred by it in so doing.

15. Company Covenants

The Company covenants with the Native Title Party that:

15.1 in connection with the conduct of Petroleum Operations by it on the Licence Area, the Company shall, in accordance with Applicable Law:

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

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

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

15.2 where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Claim Group, the Association and persons accompanying them, relevant:

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

(b) Induction procedures to meet all necessary workplace health and safety requirements

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

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

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

16. Native Title Party' Covenants

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

16.1 not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with this Schedule or any other agreement between the parties;

16.2 not lodge or make any objection to any grant to the Company pursuant to the Petroleum Act unless the Company is and continues to be in breach of an Essential Term;

16.3 actively support the Company's efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions thereof) as are or will be necessary to support the interests of the Company in furthering the Project under any current, new or amended legislation, unless the Company is and continues to be in breach of an Essential Term;

16.4 actively assist the Company where a Native Title Claim is made by any Aboriginal person not bound by this Schedule 4 over:

(a) any part of the Licence Area; or

(b) any other area utilised or intended to be utilised in relation to the Project

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

16.5 refrain from doing any act which would impede, hinder or prevent the Company from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Schedule; and

16.6 in the course of performing their obligations pursuant to this agreement observe all Applicable Law.

17. Rights of the Native Title Party

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

17.2 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.

17.3 The use of roads in accordance with this item shall be subject to reasonable control by the Company for the purpose of safety and to priority of use by the Company for the purpose of Petroleum Operations without the Company undertaking any liability for such use.

17.4 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 Native Title Party's and the Association's obligations under this Schedule save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of the Company in accordance with item 10.3(a).

18. Rights of the Company

18.1 The Company's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms of grant of Licences granted.

18.2 In the exercise of that right the Company undertakes to observe and perform the terms of this Schedule and neither the Native Title Party nor the Association will cause the Company disturbance or interruption in the course of exercising that right and the discharge of the Company's legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.

18.3 In the event of any emergency situation occurring on a Licence Area at any

time the Company may take such measures as it considers necessary in the circumstances in which case the provisions contained in items 9, 10 and 11 and Annexure A do not apply. The Company 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.

19. Reversion of Infrastructure

Within the period of twelve (12) calendar months (or such other time as may be agreed between the parties) after the Company ceases to have any right to conduct operations in the Licence Area, the Company shall remove from the Licence Area all surface infrastructure or facilities constructed for the purposes of Petroleum Operations, which (subject to the Petroleum Act) are capable of removal other than those which the Company, any lessee of the land containing the Licence Area, all government regulatory agencies, the Association (and in the case of infrastructure located within the Overlap Area, the Overlapping Claimant Group) agree may remain thereon.

20. Field Development and Production

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

21. Force Majeure

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

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

(b) neither party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.

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

22. Confidential Information

22.1 The Company agrees to keep confidential each and every Cultural Confidence of which it becomes aware.

22.2 The Native Title Party and the Association agree to keep confidential all aspects of the Company's activities pertaining to a Licence of which it becomes aware provided that such information may be disclosed to a specialist for the purpose of writing a Report.

23. Goods and Services Tax

23.1 Subject to item 23.3 the Company must pay to the Association in respect of any taxable supply made to the Company pursuant to or in connection with this Schedule an amount equal to any GST which is payable by the Association.

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

(a) the amount that would otherwise be payable under this Schedule in respect of the taxable supply if the GST payable were nil, by

(b) the prevailing rate of GST for that taxable supply.

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

23.4 For the purposes of the GST Act, the Company 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.

23.5 If an adjustment event has occurred in respect of a supply made pursuant to or in connection with this Agreement, the party that becomes aware of the adjustment event agrees to notify the other party on becoming aware of the adjustment event, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than 21 days after the Association becomes aware that the adjustment event has occurred.

23.6 the Association will issue to the Company an adjustment note in respect of a supply that is subject to an adjustment event covered by item 23.5 of this clause. Such adjustment note will be issued no later than 21 days after the Association becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.

23.7 Any disputes between the parties in relation to the operation or interpretation of this item shall be dealt with in accordance with the dispute resolution procedures in item 24 of this Agreement.

23.8 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.

23.9 In this item 23:

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

(b) **"Adjustment Note", "GST", "Price", "Supply" "Tax Invoice"** and **"Taxable Supply"** have the same meanings as ascribed to those terms from time to time in the GST Act;

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

24. Dispute Resolution

24.1 **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.

24.2 **Priority of Procedures**
Unless otherwise provided in this Schedule, if a dispute arises between the parties concerning this Schedule 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.

24.3 **Notice of Dispute**
Any party claiming that a dispute has arisen under this Schedule between the Company 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.

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

24.5 **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 item 24.4 investigate, negotiate and endeavour to settle the dispute.

24.6 **Mediation**

(a) If, within one (1) month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Annexure D 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 (14) days, the mediator shall be appointed by the Minister for the time being responsible for the administration of the *Petroleum Act*.

(b) The Minister (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:
  (1) for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
  (2) the statutory obligations and commercial imperatives of the Company;

and shall take account of the fact that this Agreement constitutes a cross-cultural commercial agreement.

(c) The mediator, in conducting the mediation shall have regard to:
(1) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
(2) the statutory obligations and commercial imperatives of the Company.

(d) If within one (1) month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one (1) month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.

(e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.

(f) None of the parties may commence court proceedings or arbitration concerning this Schedule unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Schedule may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory itself.

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

24.7 **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.

25. Cessation of Activities

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

25.2 A surrender under item 25.1 is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.

25.3 Subject to the Minister's right to require a Company to undertake rehabilitation, notwithstanding that a licence is no longer held by the Company in relation to that land, the Company shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn,

revoked or cancelled in respect of the Licence Area.

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

(a) the Company shall pay to the Association any monies then payable or accrued which are due to the Association pursuant to this Schedule; 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 Schedule;

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

25.6 The parties obligations under items 7.1, 7.2 7.4, 15, 19 and 22 shall to the extent referred to therein survive any termination of this Schedule.

26. Employment Opportunities

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

Annexure A:
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 item 10 of Schedule 4. The composition of the Scouting Team or Teams may vary from time to time as determined by the Native Title Party in consultation with the Company provided that the Scouting Team or Teams will at no time comprise more than 6 members of the Native Title Claim Group, or where the Native Title Party satisfies the Company that greater efficiencies will be achieved for a particular inspection and Clearance of locations by having more members participate, such greater number not exceeding 8 as may be agreed with the Company from time to time.

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 item 10.3(a) of Schedule 4, will co-ordinate the Scouting Teams provided for in item 10 of Schedule 4 and will be responsible for conveying the results of the Scouting Team's inspections and assessments for Clearance of the Company's proposed Petroleum Operations under the terms of Schedule 4.

4. Subject to the terms of Schedule 4 the Native Title Party and the Association will ensure that a Scouting Team is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by the Company 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 coincides with and accommodates the Company'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 Claim Group (but in any event not exceeding the number of persons agreed with the Company) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.

7. The Company will provide or will arrange for the hire of sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Scouting Team while it is undertaking the inspection and Clearance process.

8. The Company will reimburse the Association in accordance with an agreed plan and Budget for the Association's reasonable costs for:

   8.1 Employing the services of the persons comprising the Scouting Team; and

8.2 Providing food, accommodation and/or camping facilities and food to the Scouting Team;

in accordance with a Budget provided under Schedule 4.

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

10. **Remuneration**

10.1 ***Scouting Team Members***

(a) Consultant fully qualified anthropologist – such daily rate as is agreed between the Company and the Specialist from time to time; and

(b) Claim Group member - $350.00 per day including necessary travelling time to and from a Licence Area.

10.2 ***Food for Scouting Team:***

The Company will pay to the Association the sum of $35.00 per day by way of camping and food allowance in respect of each member of the Scouting Team for each day that such member is on duty in the Licence Area or travelling to or from the Licence Area.

11. **CPI Review**

The Payment set out in Clause 10.1(b) and 10.2 shall be adjusted not more than bi-annually in accordance with increases or decreases in the Consumer Price Index (all groups) for Adelaide during the period between the Commencement Day and the date of such review or between the date of such review and the most recent previous review under this paragraph 11 (as the case may be).

Annexure B - Schedule of Events

Item	Events	Party responsible	Maximum period for Events (days)	Maximum cumulative Elapsed days
1	The Company submits request and proposed Work Program to Native Title Party *(item 8.1)*	The Company	Not applicable	0
2	Preliminary meeting *(Item 8.2)*	The Company and the Association	14	14
3	the Association arranges for 1 Anthropologist 2 Scouting Team 3 Proposed Clearance plan and Budget and presents to the Company *(Items 10 and 12.1)*	the Association	7	21
4	Clearance plan and Budget meeting, Plan and Budget agreed *(Items 12.1 and 12.2)*	The Company and the Association	7	28
5	Scouting Team and field logistics organised and Scouting Team mobilised to the field *(Item 10.1)*	the Association	12	40
6	Scouting Team completes field work and de-mobilises, notifies the Company *(Item 11.1)*	the Association	14	54
7	Report delivered to the Company *(Item 11.1)*	the Association	14	68

Annexure C to Schedule 4 - 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				
1	**TOTAL PERSONNEL**						
	Accommodation & Logistics						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
3	**TOTAL ACCOMMODATION AND LOGISTICS**						
	Communications & Reporting: an allowance equivalent to 5% of total attendance fees payable to Scouting Team members						
4	**TOTAL ADMINISTRATION**						
5	**SUB - TOTAL**						
6	Contingency						
7	**GST**						
8	**GRANT TOTAL**						

Guidelines to Mediation

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to item 24 of Schedule 4.

1. **Role of Mediator**

   1.1 The mediator will be neutral and impartial. The mediator will assist the parties to attempt to resolve the dispute by helping them to:
   (a) systematically isolate the issues in dispute;
   (b) develop options for the resolution of those issues;
   (c) explore the usefulness of these options; and
   (d) meet their interests and needs.

   1.2 The mediator may meet with the parties together or separately.

   1.3 The mediator will not give legal or other professional advice to any party, impose a resolution on any party or make a decision for any party.

   1.4 The mediator will not accept an appointment in relation to any proceedings concerning the dispute.

   1.5 Neither party will take action to cause the mediator to breach paragraph 1.4.

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

3. **Co-Operation**
   The parties must cooperate in good faith with the mediator and each other during the mediation.

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

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

6. **Communications between Mediator and Parties**
   Any information disclosed to a mediator in private is to be treated as confidential by the mediator unless the party making the disclosure states otherwise.

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

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

8.1 any settlement proposal whether made by a party or the mediator;

8.2 the willingness of a party to consider any such proposal;

8.3 any statement made by a party or the mediator during the mediation; and

8.4 any information prepared for the mediation.

9. **Termination of the Mediation**
A party may terminate the mediation at any time after consultation with the mediator.

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

11. **Enforcement of the Settlement Agreement**
Any party may enforce the terms of the settlement agreement by judicial proceedings. Any party may call evidence:

11.1 for the purposes of this clause; and

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

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

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

THE HONOURABLE PAUL HOLLOWAY,
MINISTER FOR MINERAL RESOURCE DEVELOPMENT

SAPEX LTD

ANTAKIRINJA MATU-YANKUNYTJATJARA
NATIVE TITLE CLAIM GROUP

ANTAKIRINJA LAND MANAGEMENT ABORIGINAL CORPORATION ("ALMAC")

DEED PURSUANT TO SECTION 31
of the
NATIVE TITLE ACT 1993

McDonald Steed McGrath
Lawyers
PO Box 3216
RUNDLE MALL SA 5000

Telephone: 8223 5088
Facsimile: 8223 5290

E-mail: mail@mcdonaldsteed.com.au

DEED

(PURSUANT TO SECTION 31 OF THE *NATIVE TITLE ACT 1993*) McDonald Steed McGrath - Lawyers

Date

3RD OCTOBER 2006

Parties

1 **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, (the **"State"**)

2 **SAPEX LTD** (ACN 093 661 164) of Suite 206, 1 Katherine Street Chatswood New South Wales 2067 **("Company")**

3 **WILLIAM HERBERT LENNON SNR, IAN CROMBIE, KEITH SMITH SNR, DAVID BROWN, HERBERT JOSEPH LENNON** and **JEAN WOOD** as the named applicants in respect of the Claim who execute this Deed for and on behalf of themselves and those other Aboriginal persons who comprise the Antakirinja Matu-Yankunytjatjara Native Title Claim Group ("the **Native Title Party**")

4 **ANTAKIRINJA LAND MANAGEMENT ABORIGINAL CORPORATION ("ALMAC")**

Recitals

WHEREAS:

A. The Company is the applicant for the grant of Petroleum Exploration Licences under the Petroleum Act in respect of Petroleum Exploration Licence Application numbers 117, 118, 119, 121, 122, 123 and 124 ("the ***PELAs***") in respect of the areas described in Schedule 1 and seeks the issue of the Licences pursuant to the Petroleum Act;

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

C. The State has caused a Notice to be published pursuant to Subdivision P, Division 3 of Part 2 of the Native Title Act ("***Right to Negotiate Provisions***") on 28 June 2006 advising of the State's intention to grant Licences in respect of the PELA's pursuant to the Petroleum Act.

D. The State and the Company want certainty as to the validity of the grant of the Licences in accordance with the Right to Negotiate Provisions and the parties have entered into this Deed for the purpose of ensuring the validity of the Licences under the Native Title Act.

E. The Antakirinja Matu-Yankunytjatjara Native Title Claim Group have

lodged Native Title Determination Application (SC95/07) on behalf of the Antakirinja Native Title Claim Group which application has been filed in the Federal Court as SAD6007/98;

F. The members of the Antakirinja Matu-Yankunytjatjara Native Title Claim Group applied for and have been incorporated under the *Aboriginal Councils and Associations Act 1976 (Commonwealth)* as the Antakirinja Land Management Aboriginal Corporation;

G. The area of the Native Title Application relates to or affects some portion of the PELA's as more particularly identified on the map attached as Schedule 1;

H. The parties have negotiated in good faith under Right to Negotiate Provisions in relation to the State's intention to grant the Licences;

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

J. If the Licences are issued to the Company in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licences, and any work done pursuant to them, 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 Licences and carrying out work pursuant to them, and it is the further intention of the parties that in any event, the grant of the Licences and activities under them will not extinguish or permanently affect such rights and interests;

K. Following negotiations in good faith between the parties, the Native Title Party has agreed to the grant of the Licences to the Company on the terms set out in this Deed; and

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

NOW IT IS AGREED as follows.

1. Interpretation

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

(a) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision

substituted for, and any subordinate legislation issued under, that legislation or legislative provision;

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

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

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

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

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

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

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

(i) "business day" means a day on which banks are ordinarily open for business in South Australia;

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

(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; and

(m) The meaning of general words followed by specific words will not be limited by reference to the specific words.

(n) If any Court or other competent authority declares, or if any statute or

regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:

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

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

(3) **PROVIDED** that in the event the offending provisions are the inclusion of ALMAC 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:

"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;

"ALMAC" means Antakirinja Land Management Aboriginal Corporation together with its successors and permitted assigns;

"Body Corporate" means an Aboriginal Corporation incorporated pursuant to the Aboriginal Councils and Associations Act 1976 (Cth) and which

comprises the Native Title Claim Group;

"Claimed Land" means the area of land and any waters the subject of the Native Title Application as amended from time to time;

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

"Company" means the party to this Agreement so described, being the applicant for or assignee of the Licences;

"Essential Term" means those terms in clauses 5.3, 7, 8, 13 and 19.3 of this Deed and in items 7, 8.7, 8.8, 9.7, 13 and 15 of Schedule 4;

"Licences" means the petroleum exploration licences proposed to be issued to the Company pursuant to the Petroleum Act referred to in Recital A as renewed, extended, substituted or varied from time to time and includes:

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

(b) any other licence or authority subsequently able to be lawfully issued to the Company within the Licence Area pursuant to the Petroleum Act;

and "**Licence**" means any one of them;

"Licence Application" means the application for the Licences under the Petroleum Act being the being the PELAs described in Recital A;

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

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

"Minister" means the Minister responsible for the issue of a Licence pursuant to the Petroleum Act;

"Native Title Act" means the *Native Title Act 1993* (Commonwealth);

"Native Title Application" means the Application for Determination of Native Title filed in the Federal Court of Australia by the Antakirinja Matu-Yankunytjatjara Claimants and described in Schedule 2;

"Native Title Claim Group" means those Aboriginal persons described in

Attachment A to the Native Title Application, and the phrase has the same meaning as in the Native Title Act;

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

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

"Overlap Area" means that area of the Claimed Land which coincides with an Application for Determination of Native Title filed in the Federal Court of Australia by the Arabunna Native Title Claim Group ("Arabunna") or such of that area of overlap as may be agreed between the Native Title Party and the Arabunna to be overlapping between the two claim groups from time to time or as determined as overlapping between the two claim groups, in any Native Title Determination, notification of such agreement or Determination to be provided promptly in writing by the Native Title Party to the other Parties;

"Other Claimant Land" means land, other than an Overlap Area, which at the time of date of this Deed is subject to a registered Native Title claim or Native Title Determination by a party other than the Native Title Party and which land affects the Licences or any part of them and **"Other Claimant"** means the relevant holder or applicant in respect of the Other Claimant Land;

"**PELs**" means the petroleum exploration licences proposed to be issued to the Company pursuant to the Petroleum Act as renewed, extended, substituted or varied from time to time;

"**Petroleum Act**" means the *Petroleum Act 2000* (South Australia);

"Project" means all operations proposed or which may be undertaken by the Company or its contractors relating or incidental to the activities conducted or authorised under the Licences;

"Registered Native Title Claimants" has the same meaning as in the Native Title Act;

3. COMMENCEMENT AND TERM

3.1 This Deed commences on the Commencement Day.

3.2 Subject to any provision of this Deed to the contrary, this Deed will terminate on the completion of the Project.

3.3 This Deed shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.

4. AUTHORITY TO ENTER INTO DEED

4.1 The Native Title Party represents and warrants that:

(a) it has obtained all necessary authorisations required to be obtained by it to enter into this Deed; and

(b) this Deed is valid and binding and enforceable in accordance with its terms against it and all those persons on whose behalf the Native Title Application is made.

4.2 The Negotiation Parties 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 ALMAC as a party to this Deed.

4.3 ALMAC represents and warrants that:

(a) all necessary actions have been taken in accordance with its constitution and by law to enter into this Deed; and

(b) this Deed is valid and binding and enforceable in accordance with its terms against it.

5. THE LICENCES

5.1 The Native Title Party;

(a) agrees to the grant of the PELs by the Minister to the Company pursuant to the Petroleum Act and to the Company exercising its rights and entitlements and discharging its obligations under the Licences in accordance with and subject to any conditions imposed by:
(1) the Petroleum Act
(2) any Applicable Law; and
(3) this Deed;

(b) covenants not to lodge or make any objection to any grant of the PELs to the Company in respect to the Licence Area pursuant to the Petroleum Act unless the Company is and remains in breach of an Essential Term;

(c) agrees to the grant of any subsequent Licence by the Minister to the Company in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the

Petroleum Act and to the Company exercising its rights and entitlements and discharging its obligations under any subsequent Licence in accordance with and subject to any conditions imposed by:

(1) the Petroleum Act;
(2) any Applicable Law; and
(3) this Deed;

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

5.2 The Negotiation Parties acknowledge that:

(a) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence, and to any work done pursuant to any Licence;

(b) the issue of a Licence and any work done pursuant to a Licence affects any native title rights and interests held by the Native Title Party , if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to the Licence;

(c) subject to clause 5.2(d), for the purposes of Section 26D(2)(c) of the Native Title Act, if a Later Act occurs or is done in relation to the Licence Area Subdivision P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act;

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

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

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

(a) the Petroleum Act;

(b) all Applicable Law;

(c) the provisions of this Deed; and

(d) good petroleum industry practice.

6. NATIVE TITLE ACT

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

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

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

(b) the Minister in accordance with and to satisfy sections 112 and 115 of the Petroleum Act and for inclusion on the public register established pursuant to section 115 of the Petroleum Act; and

(c) the South Australian Parliament.

7. ADMINISTRATION PAYMENT

7.1 For better facilitating the administration of this Deed, the Company will pay to ALMAC the following administration payments on the terms set out in this Clause 7:

(a) An annual payment of $40,000.00 during each of the first five (5) years of the term of this Deed;

(b) An annual payment of $12,500.00 during each of the succeeding five (5) years of the term of this Deed;

(c) The payments referred to in Clause 7.1 (b) shall, prior to the first such payment being made, and thereafter annually, be adjusted in accordance with any increase in the CPI (all groups) for Adelaide occurring in the twelve month period immediately prior to such payment falling due.

7.2 The first administration payment shall be made within 5 business days after the grant of the Licences (or where all of the Licences are not granted on the same date the date of the grant of the first such Licence) and thereafter each annual payment shall be made within 5 business days following the anniversary of the date of grant of the Licences (or where all of the Licences are not granted on the same date the date of grant of the first such Licence) ("Anniversary Date");

7.3 The obligation of the Company to make the payments referred to in Clause 7.1 shall cease in the event that the Company ceases to hold any Licences which fall within the Claimed Land.

8. PRODUCTION PAYMENT

8.1 The Company agrees:

(a) to pay from time to time to the Native Title Party in further consideration for the Native Title Party entering into this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and

(b) the payments the subject of this clause 8.1 shall be effected by the Company paying those amounts to the State and the State shall accept those payments for the purposes set out in the following paragraphs of this clause 8.

8.2 The Native Title Party hereby requests and directs the State to pay to ALMAC the Native Title Party's share of the monies received by the State from the Company in accordance with clause 8.1 and the State agrees so to do.

8.3 Each payment by the State shall be made:

(a) for and on behalf of the Company;

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

(c) in full satisfaction and discharge of each respective obligation of the Company arising under clause 8.1.

8.4 Each amount payable by the Company under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to clause 8.5 of this clause 8.

8.5 In the event the method of calculation contained in the Petroleum Act as at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of clauses 8.2, 8.3 and 8.4, 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 8 in which case the parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.

8.6 The receipt by ALMAC of a payment due under this Clause shall be a full and sufficient discharge to the Minister and to the Company for any payments made to the Native Title Party pursuant to clause 8.

8.7 Nothing in this clause 8 is intended adversely to affect the integrity of the Native Title Applications.

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

8.9 The Native Title Party agrees that the compensation entitlement comprising the monies payable by the Company pursuant to clause 8.2 and Clause 19 are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Party may now or in the future have, or but for this Deed might have had, against the Company and/or the State and/or their respective employees, officers, agents or contractors in connection with any actual and/or potential extinguishment of, and/or effect or impact on, any native title or claimed native title of the Native Title Party in consequence of or arising out of or in relation to the Licences and the exercise of rights or the discharge of obligations by the Company under the Licences ("***Compensation Entitlements***").

8.10 The Native Title Party and ALMAC release the Company and the State from, and acknowledge that this Deed may be pleaded as an absolute bar against, all such Compensation Entitlements, liabilities, actions, claims or demands.

8.11 The Native Title Party and ALMAC will not make any application or claim against the Company or the State or any other person in any court, tribunal, commission or any other competent body, including the National Native Title Tribunal for compensation, restitution, benefits, damages or any other amount (whether to be held in trust under the Native Title Act or otherwise) in connection with any such Compensation Entitlements, liabilities, actions, claims or demands.

8.12 The provisions of clause 8.10 and 8.11 do not apply in relation to any compensation claim arising by reason of a breach of this Deed.

9. ABORIGINAL HERITAGE PROTECTION

9.1 The Company, the Native Title Party and ALMAC must comply with the terms of Schedule 4 which provide:

(a) certain terms and conditions with which the Company has agreed to abide by in the course of carrying out the Project on the Licence Area; and

(b) the methodology for the preservation and protection of Areas of Significance.

9.2 The Company's obligations under Schedule 4 are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a determination of native title.

10. STATE NOT LIABLE FOR SCHEDULE 4 PROVISIONS

The Company, the Native Title Party and ALMAC acknowledge that neither the State nor its officers, employees or agents have any obligations or liability whatsoever in connection with the rights and obligations of the Company, ALMAC or the Native Title Party under Schedule 4.

11. DEED NOT CONDITION OF GRANT

The provisions of this Deed (other than the obligations of the Company and of the State contained in clause 8) are not terms of the grant of a Licence under the Petroleum Act.

12. DEED PREVAILS

The Company, the Native Title Party and ALMAC acknowledge that the provisions of this Deed prevail over the provisions of Schedule 4 to the extent of any inconsistency.

13. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

14. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

15. ASSIGNMENT

15.1 Subject to Clause 15.2, the Company may at its absolute discretion assign, transfer or novate the whole or part of its interests in this Deed.

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

15.3 In the event that a Body corporate is incorporated in substitution for ALMAC ("***New Body Corporate***"), the Native Title Party shall procure that the New Body Corporate immediately upon its incorporation, execute a Deed Poll, in a form reasonably acceptable to the Company and the State, covenanting to be bound by and to assume the obligations of ALMAC as if the New Body Corporate were named as a Party to this Deed.

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

16. NOTICES

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

The State's address:	The Minister for Mineral Resources Development C/- The Director, Petroleum & Geothermal Group Primary Industry and Resources Level 7, 101 Grenfell Street Adelaide SA 5000 Facsimile number: (08) 8463 3202
Company's address	Sapex Ltd C/- 16A Hyland Terrace Roslyn Park SA 5072 Facsimile number (08) 8364 6053
Antakirinja Matu-Yankunytjatjara Claimants address:	Antakirinja Matu-Yankunytjatjara Native Title Claim Group C/- Legal Representative - SC95/7 claim Native Title Unit ALRM 345 King William Street ADELAIDE SA 5000 Facsimile number: (08) 8211 7424
ALMAC's address	C/-Native Title Unit - ALRM 345 King William Street ADELAIDE SA 5000 Adelaide SA 5000 Facsimile number (08) 8211 7424

16.2 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.

16.3 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.

17. GOVERNING LAW

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

18. COUNTERPARTS

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

19. SIGNING FEE AND GENERAL

19.1 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.

19.2 The Company will pay the Native Title Party's legal and other costs and expenses in connection with the preparation and completion of this Deed. The State and the Company will pay their own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for Stamp Duty which will be borne and paid by the State.

19.3 In consideration of the Native Title Party entering into this Deed and as a special non-recurrent payment, the Company agrees to make the following payments:

(a) The sum of $60,000.00 within 5 Business days after the signing of this Deed by the Native Title Party and execution by ALMAC; and
(b) The sum of $186,258.00 within 5 Business Days after the date of the grant of the last of the Licences to be so granted.

19.4 Where the payment to be made by the Company under Clause 19.3 of this Deed ("**Payment**") constitutes consideration for a taxable supply by a Native Title Party:

(a) the amount of the Payment shall be increased by, and the Company shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10% ; and

(b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates

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

19.5 In this clause 19:

(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.

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

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

19.8 ALMAC may appoint an agent to carry out its functions under this Deed. At the request of any other party, ALMAC will provide details in writing of the agent and the scope of their authority.

EXECUTED by the parties as a Deed.

DEED

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

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

MINISTER FOR MINERAL RESOURCES DEVELOPMENT

.....
Witness

Name: B A Goldstein

Address: 2 Hayden St
Cullaroo Park

Occupation: Geologist

.....
The Honourable Paul Holloway, Minister for Mineral Resources Development

The **COMMON SEAL** of **SAPEX LTD** was affixed in accordance with its constitution in the presence of:

SAPEX LTD - ACN. 083 661 164 Common Seal

.....
Director

.....
Director/~~Secretary~~

SIGNED by **KEITH SMITH SNR**

in the presence of:

.....

Witness

.....

Witness Full Name

.....

Keith Smith Snr

SIGNED by **WILLIAM HERBERT LENNON SNR** in the presence of:

.....

Witness

.....

Witness Full Name

.....

William Herbert Lennon

SIGNED by **IAN CROMBIE** in the presence of:

.....

Witness

.....

Witness Full Name

.....

Ian Crombie

SIGNED by **JEAN WOOD** in the presence of:

.....

Witness

.....

Witness Full Name

.....

Jean Wood

SIGNED by **HERBERT JOSEPH LENNON** in the presence of:

.....

Witness

.....

Witness Full Name

.....

Herbert Joseph Lennon

SIGNED by **DAVID BROWN** in the presence of:

.....

Witness

.....

Witness Full Name

.....

David Brown

THE COMMON SEAL of ANTAKIRINJA LAND MANAGEMENT ABORIGINAL CORPORATION was affixed in accordance with its Constitution in the presence of :

.....
Member

Print Name: .....

.....
Member

Print Name: .....

.....
Member

Print Name: .....

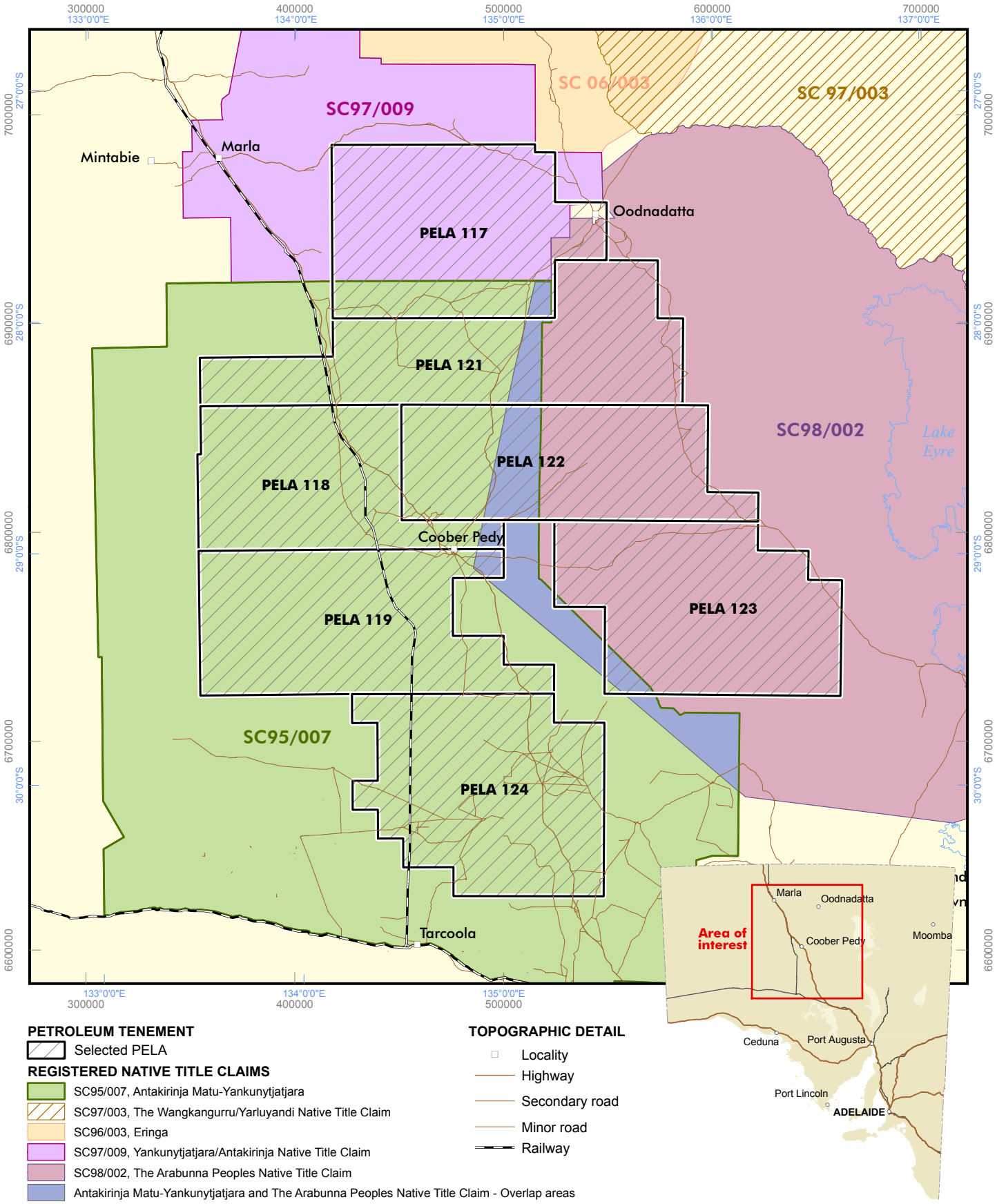
ANTAKIRINJA LAND MANAGEMENT ABORIGINAL CORPORATION
COMMON SEAL

Common Seal

SCHEDULE 1: THE LICENCE APPLICATIONS AND MAP OF LICENCE AREA

Government of South Australia
Primary Industries and Resources SA

South Australia
PETROLEUM LICENCE APPLICATION OVER NATIVE TITLE CLAIMANT AREA



PETROLEUM TENEMENT
- Selected PELA

REGISTERED NATIVE TITLE CLAIMS
- SC95/007, Antakirinja Matu-Yankunytjatjara
- SC97/003, The Wangkangurru/Yarluyandi Native Title Claim
- SC96/003, Eringa
- SC97/009, Yankunytjatjara/Antakirinja Native Title Claim
- SC98/002, The Arabunna Peoples Native Title Claim
- Antakirinja Matu-Yankunytjatjara and The Arabunna Peoples Native Title Claim - Overlap areas

TOPOGRAPHIC DETAIL
- Locality
- Highway
- Secondary road
- Minor road
- Railway

Production details

Produced by: PIRSA Publishing Services

Plan number: 203221_029

Date produced: August 2006

Data source: databases maintained by PIRSA Spatial Information Services

0 50 100 Kilometres

Datum GDA 94 - Projection MGA Zone 53

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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Author / contact details

Farrelly, S
PIRSA Petroleum, 101 Grenfell Street,
Adelaide, South Australia 5000

internet:www.petroleum.pir.sa.gov.au
email: pirsa.petroleum@saugov.sa.gov.au
phone: (08) 8463 3000
fax: (08) 8463 3229

SAPEX Limited

Work Programs and Indicative Minimum Expenditures for Arckaringa Basin Petroleum Licence Applications *(as submitted to PIRSA 8 Mar 2006)*

PELA 117		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well / seismic	$400,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies/seismic	$150,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 117: 2 wells + G&G/seismic: $ 900,000

PELA 121		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well/seismic	$400,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies/seismic	$150,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 121: 2 wells + G&G/seismic: $900,000

PELA 122		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well/seismic	$400,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies/seismic	$150,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 122: 2 wells + G&G/seismic: $900,000

PELA 123		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well/seismic	$400,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies/seismic	$150,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 123: 2 wells + G&G/seismic: $900,000

PELA 124		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$200,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies	$50,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 124: 2 wells + G&G: $600,000

PELA 118		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	Geological & Geophysical Studies	$100,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies	$50,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 118: 1 well +G&G: $500,000

PELA 119		
Year	**WORK PROGRAM**	**INDICATIVE EXPENDITURE**
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	Geological & Geophysical Studies	$100,000
Three (3)	One well	$200,000
Four (4)	Geological & Geophysical Studies	$50,000
Five (5)	Geological & Geophysical Studies	$50,000

Total PELA 119: 1 well +G&G: $500,000

Total of re-distribution of work programs and indicative expenditures for seven (7) PELA's:

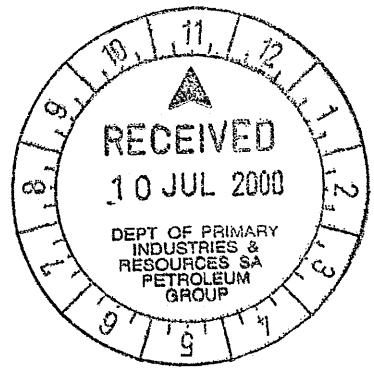
Twelve (12) wells and Indicative Expenditures of $5,200,000, which is same number of wells but overall costs have increased by $2.5 million from $2.7 million due to the increased numbers of PEL's from three to seven and the need to have additional work program for each year.

Depending on the results of the exploration program, we would seek to consult with the Petroleum Group of PIRSA on any program variations to optimise the exploration efforts.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (1) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire").

GSP is the parent company of Eastern Energy Australia Pty Ltd ("Eastern") and whose shareholders are companies associated with Doug Battersby, David King and Dennis Morton. Barbwire is a company in which Pat Elliott is a major shareholder.

The following information is provided in support of the application:

APPLICATION AREA (1):

Approximately 21,460 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
Five (5)	One well	$250,000

The Year 1 work program will involve the acquisition and interpretation of all available coal bore, water bore, petroleum exploration well data, gravity & magnetic data, reprocessing of selected existing seismic reflection data and high grading areas of conventional and coal seam methane potential. Year 2 will involve the drilling of one exploration well to evaluate Permian age coal seams for coal and gas composition, gas content and permeability.

FINANCIAL CAPABILITY: GSP is a private company equally owned and funded by Budside Pty Ltd (Managing Director & major shareholder: Dennis Morton), Veruse Pty Ltd (Managing Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major

Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major shareholder: David King). GSP brings to your attention the fact that Eastern and GSP have been the most active petroleum exploration company in NSW for many years. In the last two years GSP and Eastern have participated in a $35 million exploration and development program in PEL 238 and a $1.5 million two well drilling program in PEL 6. GSP and Eastern fund, and will continue to fund, such work out of their own resources and by involving new participants in joint venture projects.

Barbwire's major shareholder, Pat Elliott, is a large investor in major resource projects in South Australia and NSW and he has organised funding of significant work programs in these states.

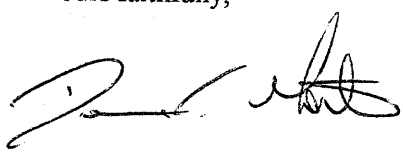
Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901 8505] or Tony Galligan – Director Resource Planning and Development [9901 8501]) for verification. If you require additional information we will provide upon request.

TECHNICAL COMPETENCE: GSP directors Dennis Morton (24 years), Doug Battersby (32 years) and David King (28 years) bring a combined petroleum exploration experience of 84 years – resumes attached.

GSP and Eastern have an exploration focus on providing gas to the eastern Australian states. The main area of interest is PEL 238, located in the Gunnedah Basin, NSW where over $35 million has been spent over the last three years on drilling eighteen wells, fracture stimulating seven wells and placing these wells into production. In addition, 484 kilometres seismic data has been acquired and the existing seismic data set has been reprocessed. Exploration drilling is currently being conducted within the licence. Eastern also has interests in or rights to NSW exploration licences PEL 6 and PEL 8, both of which are ideally located to supply gas to the large eastern Australian markets.

We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,



Dennis J. Morton.
Director.

PELA 117

DESCRIPTION OF AREA

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

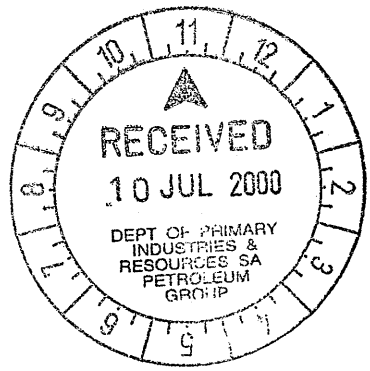
Commencing at a point being the intersection of latitude 27°15'00"S GDA94 and longitude 134°10'00"E AGD66, thence east to longitude 135°09'10"E GDA94, south to latitude 27°17'05"S GDA94, east to longitude 135°15'00"E GDA94, south to latitude 27°30'00"S GDA94, east to longitude 135°30'00"E GDA94, south to latitude 27°45'00"S GDA94, west to longitude 135°15'00"E GDA94, south to latitude 28°00'00"S GDA94, west to longitude 134°10'00"E AGD66, and north to the point of commencement.

AREA: **9515** square kilometres approximately.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (2) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton, is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire").

GSP is the parent company of Eastern Energy Australia Pty Ltd ("Eastern") and whose shareholders are companies associated with Doug Battersby, David King and Dennis Morton. Barbwire is a company in which Pat Elliott is a major shareholder.

The following information is provided in support of the application:

APPLICATION AREA (2):

Approximately 23,000 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
Five (5)	One well	$250,000

The Year 1 work program will involve the acquisition and interpretation of all available coal bore, water bore, petroleum exploration well data, gravity & magnetic data, reprocessing of selected existing seismic reflection data and high grading areas of conventional and coal seam methane potential. Year 2 will involve the drilling of one exploration well to evaluate Permian age coal seams for coal and gas composition, gas content and permeability.

FINANCIAL CAPABILITY: GSP is a private company equally owned and funded by Budside Pty Ltd (Managing Director & major shareholder: Dennis Morton), Veruse Pty Ltd (Managing

Director & major shareholder: Doug Battersby) and Seistend Pty Ltd (Managing Director & major shareholder: David King). GSP brings to your attention the fact that Eastern and GSP have been the most active petroleum exploration company in NSW for many years. In the last two years GSP and Eastern have participated in a $35 million exploration and development program in PEL 238 and a $1.5 million two well drilling program in PEL 6. GSP and Eastern fund, and will continue to fund, such work out of their own resources and by involving new participants in joint venture projects.

Barbwire's major shareholder, Pat Elliott, is a large investor in major resource projects in South Australia and NSW and he has organised funding of significant work programs in these states.

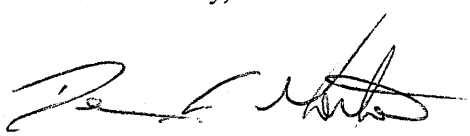
Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901 8505] or Tony Galligan – Director Resource Planning and Development [9901 8501]) for verification. If you require additional information we will provide upon request.

TECHNICAL COMPETENCE: GSP directors Dennis Morton (24 years), Doug Battersby (32 years) and David King (28 years) bring a combined petroleum exploration experience of 84 years – resumes attached.

GSP and Eastern have an exploration focus on providing gas to the eastern Australian states. The main area of interest is PEL 238, located in the Gunnedah Basin, NSW where over $35 million has been spent over the last three years on drilling eighteen wells, fracture stimulating seven wells and placing these wells into production. In addition, 484 kilometres seismic data has been acquired and the existing seismic data set has been reprocessed. Exploration drilling is currently being conducted within the licence. Eastern also has interests in or rights to NSW exploration licences PEL 6 and PEL 8, both of which are ideally located to supply gas to the large eastern Australian markets.

We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,



Dennis J. Morton.
Director.

PELA 118

DESCRIPTION OF AREA

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

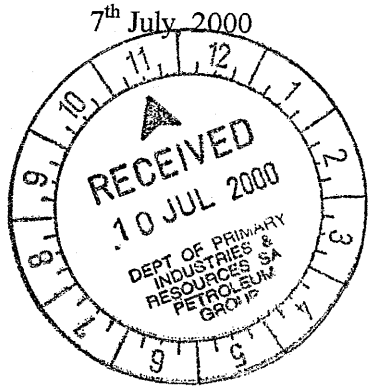
Commencing at a point being the intersection of latitude 28°22'30"S GDA94 and longitude 133°31'00"E AGD66, thence east to longitude 134°30'00"E GDA94, south to latitude 28°52'30"S GDA94, east to longitude 135°00'00"E GDA94, south to latitude 29°00'00"S GDA94, west to longitude 133°30'00"E GDA94, north to latitude 28°35'00"S AGD66, east to longitude 133°31'00"E AGD66, and north to the point of commencement.

AREA: **7400** square kilometres approximately.

SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July 2000



Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (3) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton, is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire").

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The following information is provided in support of the application:

APPLICATION AREA (3):

Approximately 20,624 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
Five (5)	One well	$250,000

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Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901 8505] or Tony Galligan – Director Resource Planning and Development [9901 8501]) for verification. If you require additional information we will provide upon request.

TECHNICAL COMPETENCE: GSP directors Dennis Morton (24 years), Doug Battersby (32 years) and David King (28 years) bring a combined petroleum exploration experience of 84 years – resumes attached.

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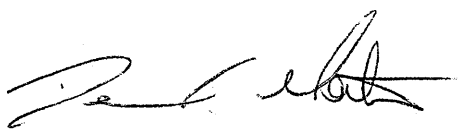
We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,



Dennis J. Morton.
Director.

PELA 119

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 29°00'00"S GDA94 and longitude 133°30'00"E GDA94, thence east to longitude 135°00'00"E GDA94, south to latitude 29°07'30"S GDA94, west to longitude 134°45'00"E GDA94, south to latitude 29°22'30"S GDA94, east to longitude 135°00'00"E GDA94, south to latitude 29°30'00"S GDA94, east to longitude 135°15'00"E GDA94, south to latitude 29°37'30"S GDA94, west to longitude 133°30'00"E GDA94, and north to the point of commencement.

AREA: **9751** square kilometres approximately.

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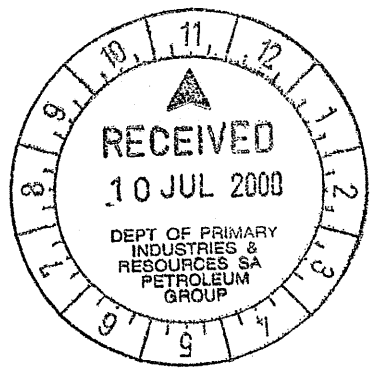

Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (1) for Vacant Area - Arckaringa Basin**

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GSP is the parent company of Eastern Energy Australia Pty Ltd ("Eastern") and whose shareholders are companies associated with Doug Battersby, David King and Dennis Morton. Barbwire is a company in which Pat Elliott is a major shareholder.

The following information is provided in support of the application:

APPLICATION AREA (1):

Approximately 21,460 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
Five (5)	One well	$250,000

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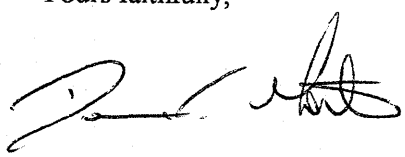
We look forward to PIRSA processing our application and if you require any additional information or a meeting to discuss please contact the undersigned.

Yours faithfully,



Dennis J. Morton.
Director.

SAPEX PTY LTD
ARCKARINGA BASIN EXPLORATION LICENCE
APPLICATION AREA (1)
DESCRIPTION

Commencing at the intersection of Longitude 134° 10'E and Longitude 27° 15'S

Thence to:	135° 15'E	and	27° 15'S
	135° 15'	and	27° 30'
	135° 30'	and	27° 30'
	135° 30'	and	27° 45'
	135° 45'	and	27° 45'
	135° 45'	and	28° 00'
	135° 52.5'	and	28° 00'
	135° 52.5'	and	28° 22.5'
	133° 31'	and	28° 22.5'
	133° 31'	and	28° 10'
	134° 10'	and	28° 10'
and then back to:	134° 10'	and	27° 15'

Approximate area: 21,460 square kilometres.

PELA 121

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°45'00"S GDA94 and longitude 135°15'00"E GDA94, thence east to longitude 135°45'00"E GDA94, south to latitude 28°00'00"S GDA94, east to longitude 135°52'30"E GDA94, south to latitude 28°22'30"S GDA94, west to longitude 133°31'00"E AGD66, north to latitude 28°10'00"S AGD66, east to longitude 134°10'00"E AGD66, north to latitude 28°00'00"S GDA94, east to longitude 135°15'00"E GDA94, and north to the point of commencement.

AREA: **9806** square kilometres approximately.

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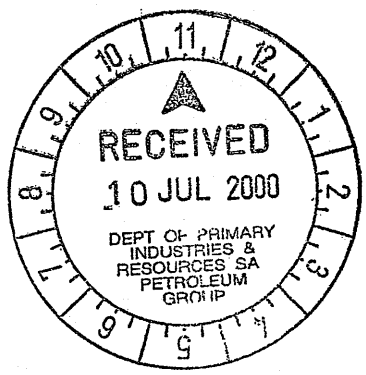

Attention: **Mr Bob Laws**
Director - Petroleum

Dear Mr Laws,

RE: **PEL Application (2) for Vacant Area - Arckaringa Basin**

SAPEX Pty Ltd ("SAPEX") hereby applies for a petroleum exploration licence (PEL) under the Petroleum Act 1940 ("The Act") and Petroleum Regulations 1989 ("Regulations"), or its successor, to explore for conventional petroleum and coalbed methane. SAPEX whose directors include David King, Pat Elliott and Dennis Morton, is a company jointly owned by Great Southland Petroleum Pty Ltd ("GSP") and Barb Wire Holdings Pty Ltd ("Barbwire").

GSP is the parent company of Eastern Energy Australia Pty Ltd ("Eastern") and whose shareholders are companies associated with Doug Battersby, David King and Dennis Morton. Barbwire is a company in which Pat Elliott is a major shareholder.

The following information is provided in support of the application:

APPLICATION AREA (2):

Approximately 23,000 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

YEAR	WORK PROGRAM	COST
One (1)	Geological & Geophysical Studies	$100,000
Two (2)	One well	$250,000
Three (3)	One well	$250,000
Four (4)	Geological & Geophysical Studies	$100,000
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The Year 1 work program will involve the acquisition and interpretation of all available coal bore, water bore, petroleum exploration well data, gravity & magnetic data, reprocessing of selected existing seismic reflection data and high grading areas of conventional and coal seam methane potential. Year 2 will involve the drilling of one exploration well to evaluate Permian age coal seams for coal and gas composition, gas content and permeability.

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Yours faithfully,

Dennis J. Morton.
Director.

PELA 122

DESCRIPTION OF AREA

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AREA: **8460** square kilometres approximately.

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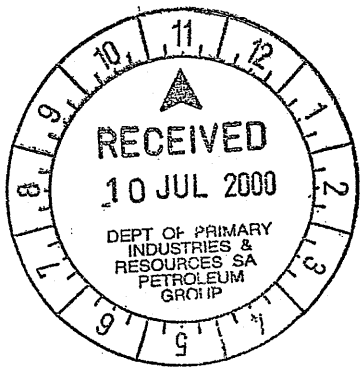

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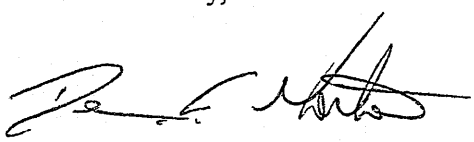

Dennis J. Morton.
Director.

PELA 123

DESCRIPTION OF AREA

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AREA: **9646** square kilometres approximately.

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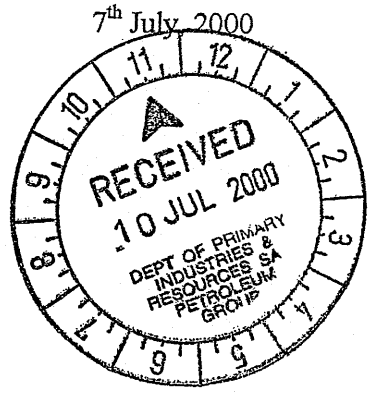

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Yours faithfully,

Dennis J. Morton.
Director.

PELA 124

DESCRIPTION OF AREA

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Commencing at a point being the intersection of latitude 29°37'30"S GDA94 and longitude 134°15'00"E GDA94, thence east to longitude 135°15'00"E GDA94, south to latitude 29°45'00"S GDA94, east to longitude 135°30'00"E GDA94, south to latitude 30°30'00"S GDA94, west to longitude 134°45'00"E GDA94, north to latitude 30°22'30"S GDA94, west to longitude 134°30'00"E GDA94, north to latitude 30°15'00"S GDA94, west to longitude 134°22'30"E GDA94, north to latitude 30°07'30"S GDA94, west to longitude 134°15'00"E GDA94, north to latitude 30°00'00"S GDA94, east to longitude 134°22'30"E GDA94, north to latitude 29°45'00"S GDA94, west to longitude 134°15'00"E GDA94, and north to the point of commencement.

AREA: **9848** square kilometres approximately.

SCHEDULE 2 : THE ANTAKIRINJA MATU-YANKUNYTJATJARA NATIVE TITLE APPLICATION

FEDERAL COURT OF AUSTRALIA
SOUTH AUSTRALIAN DISTRICT REGISTRY

Federal Court Office Use	
File Number:	
Date:	
Registry:	
Judge Allocated:	
Review Hearing Date:	

Paragraph 5(1)(a)

FURTHER AMENDED APPLICATION SAD 6007/98 DATED 23 AUGUST 2006

(ANTAKIRINJA MATU - YANKUNYTJATJARA)

Form 1
Native Title Act 1993

Native Title Determination Application
Claimant Application

Filed By: *T J Wooley*
Name: *Aboriginal Legal Rights Movement Inc*
Native Title Unit DX 239
Tel: 81102830
Fax: 8 211 7424 Email: timw@nativetitlesa.org
Address: *4th Floor , 345 King William Street*
ADELAIDE SA 5000

Form 1 Paragraph 5(1)(a)

Native Title Act 1993
Native Title Determination Application
Claimant Applicant

NAME OF APPLICANT(S)

William Herbert Lennon Snr., Ian Crombie, Keith Smith Snr, David Brown, Herbert Joseph Lennon and Jean Wood.

PART A DETAILS OF THE CLAIM

1 The applicant applies for a determination of native title under subsection 61(1) of the *Native Title Act* 1993.

2 AUTHORISATION

The applicant is entitled to make this application as:

The applicant has authority to make this application on behalf of all persons in the native title claim group: see Attachment R (Certificate of Representative Body, the Aboriginal Legal Rights Movement.)

3. NATIVE TITLE CLAIM GROUP *[see Act, s 61]*

See Attachment A

SCHEDULE B IDENTIFICATION OF BOUNDARIES *[see Act, s 62]*

Information identifying the boundaries of:

a) the area covered by the application; and

b) any areas within those boundaries that are not covered by the application.

State: South Australia

External Boundary Description:

Commencing at the northeasternmost corner of land parcel B300/H833700 (Pastoral Lease 1285/36: Mount Vivian) and extending generally southerly and generally westerly along boundaries of that land parcel to land parcel B850/H833700 (Pastoral Lease 1279/30: Bon Bon); then generally westerly along southern boundaries of that land parcel and onwards westerly along the prolongation of that southern boundary to a northern boundary of the Trans Australian Railway (land parcel S169/H833700); then generally westerly along the northern boundaries of that railway (being land parcels S169/H833700, S195/H833500, S172/H833600, A10/D57143, S175/H833600, and again S195/H833500) to the southerly prolongation of the eastern boundary of land parcel Q16/D31180 (Maralinga Tjarutja Aboriginal Lands); then generally northerly to and along the eastern boundaries of those aboriginal lands, being land parcels Q16/D31180 and S1302/H833300, to a southern boundary of land parcel S1297/H830300 (Pitjantjatjara Aboriginal Lands); then easterly, generally northerly and again easterly along boundaries of that land parcel to its easternmost southeastern corner; then easterly to the northernmost northwestern corner of land parcel B1242/H832000 (Pastoral Lease 1595/92: Mount Willoughby); then easterly along northern boundaries of that land parcel to its northernmost northeastern corner; then east to an eastern boundary of land parcel B1191/H831200 (Pastoral Lease 1397/26); then generally southerly along eastern boundaries of that land parcel, land parcels B822/H832000 and A2034/D37808 (Pastoral Lease 1327/9: Mount Barry), and land parcel A1/F42266 to its southeastern corner; then to the northernmost point of land parcel B473/H832900 (Pastoral Lease 1292/42: Balta Baltana South) then generally southeasterly, generally easterly, generally southerly and generally westerly along boundaries of that land parcel, northern boundaries of land parcel Q3/D28562: Pastoral Lease 1289/41 and northern, eastern and southern boundaries of land parcel A2042/D40325: Pastoral Lease 1286/42 (Millers Creek) back to the commencement point.

Note

Prepared by Geospatial Services, National Native Title Tribunal (10 February 2006)

Data Reference and source

- Cadastral data sourced from Dept of Environment and Heritage, SA (2006).

- Pastoral lease names sourced from Dept of Environment and Heritage, SA (1993).

SCHEDULE C MAPS *[See Act, s 62]*

A map showing the boundaries of the area covered by the application. Refer to attachment C.

SCHEDULE D SEARCHES *[See Act, s 62]* (NO CHANGE)

Details and results of all searches carried out to determine the existence of any non-native title rights and interests in relation to the land or waters in the area covered by the application.

Details of all information known about interests in relation to the area covered that are held by persons other than the applicants and other persons with whom they claim to hold native title are as follows:

1. Pastoral Leases
   Refer to ATTACHMENT D1.

2. Mining Leases (ML's) and Exploration Licences (EL's):
   Refer to ATTACHMENT D2. Please note that the Mining Leases, Licences and Licence applications listed are those which existed in 1996, and therefore the list provided may now be inexact in some instances.

3. Exploration Licence Applications (ELA's):
   Refer to ATTACHMENT D3.

4. Aboriginal land:
   Refer to ATTACHMENT D4.

5. Miscellaneous Leases:
   Refer to ATTACHMENT D5.

6. Freehold land:
   Refer to ATTACHMENT D6.

7. Other Areas:
   (a) Crown Leases as set out in ATTACHMENT D7.
   (b) Crown Land as set out in ATTACHMENT D8.
   (c) Petroleum Exploration Licence 139.
   (d) Reserves and Parks including the Tallaringa Conservation Park, as set out in ATTACHMENT D9.
   (e) Miscellaneous Licences as set out in ATTACHMENT D10.

   Searches have been conducted on behalf of the applicants with public bodies and authorities, and of official title registers in relation to the area covered by the application.

   The searches involved attendances at the Land Titles Office, South Australian State Records, Department of Environment and Natural Resources and Mines and Energy of South Australia.

SCHEDULE E DESCRIPTION OF NATIVE TITLE RIGHTS AND INTERESTS *[See Act, s 62]*
(NO CHANGE)

1. The nature and extent of the native title rights and interests in relation to the determination area are the rights to use and enjoy the land and waters of the determination area in accordance with the traditional laws and customs being:

   a) the right to access and move about the determination area;

   b) the right to hunt on the determination area;

   c) the right to gather and use the natural resources of the determination area such as food, medicinal plants, wild tobacco, timber, stone and resin;

   d) the right to use the natural water resources on the determination area;

   e) the right to live, to camp and to erect shelters on the determination area;

   f) the right to cook on the determination area and to light fires for all purposes other than the clearance of vegetation;

   g) the right to engage and participate in cultural activities on the determination area including those relating to births and deaths;

   h) the right to conduct ceremonies and to hold meetings on the determination area;

   i) the right to teach on the determination area the physical and spiritual attributes of locations and sites within the determination area;

   j) the right to maintain and protect sites and places of significance to Nguraritja under their traditional laws and customs on the determination area;

   k) the right to be accompanied on to the determination area by those people who, though not members of the native title claim group, are:

      i. spouses of members of the native title claim group,

      ii. people required by traditional law and custom for the performance of ceremonies or cultural activities on the determination area,

      iii. people who have rights in relation to the determination area according to the traditional laws and customs acknowledged by members of the native title claim group,

      iv. people required by members of the native title claim group to assist in, observe, or record traditional activities on the determination area; and

   l) The right to make decisions about the use and enjoyment of the determination area by Aboriginal people who recognise themselves to be governed by the traditional laws and customs acknowledged by members of the native title claim group.

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

   a) all existing non-native title rights and interests (see, for example, those referred to in Schedule D); and

   b) all laws of South Australia made in accordance with section 19, 22F, 23E or 231 of the *Native Title Act*;

   to the extent that these are valid and applicable.

3. A right of exclusive possession is not claimed in relation to any area over which a previous non-exclusive possession act has been made.

SCHEDULE F GENERAL DESCRIPTION OF NATIVE TITLE RIGHTS AND INTERESTS CLAIMED *[See Act, s 62]* (NO CHANGE)

1. A general description of the native title rights and interests claimed and, in particular, the factual basis on which it is asserted that:

   (a) the native title claim group has, and the predecessors of those persons had, an association with the area; and

   (b) there exist traditional laws and customs that give rise to the claimed native title; and

   (c) the native title claim group has continued to hold the native title in accordance with those traditional laws and customs.

2. The factual basis of the claim is as follows:

   (a) the native title claim group and their ancestors have, since British sovereignty was asserted over the area, possessed, occupied, used and enjoyed the area subject of the native title claim.

   (b) The native title claim group's right to such possession, occupation, use and enjoyment derives from and is currently held in accordance with traditional laws and customs acknowledged and observed, including those relating to the transmission of such rights and interests by descent.

   (c) The native title has been held and continues to be held in accordance with those traditional laws and customs by the native title claim group.

SCHEDULE G **ACTIVITIES** *[See Act, s 62]* (NO CHANGE)

1. Members of the native title claim group continue to possess, occupy, use and enjoy the claim area, including (amongst other things) by:

   (a) Residing in the claim area;
   (b) Camping in the claim area;
   (c) Erecting dwellings and shelters in the claim area;
   (d) Travelling through the claim area;
   (e) Hunting, gathering, preparing, cooking and using bush food, natural water, medicinal and other resources in the claim area;
   (f) Lighting fires for all purposes other than clearing vegetation;
   (g) Taking care of Aboriginal sites in the area and protecting them from damage, eg from mining and construction work, including burial sites;
   (h) Conducting meetings and other gatherings in the area;
   (i) Teaching about the physical and spiritual attributes of locations and sites in the claim area;
   (j) Conducting traditional ceremonies and cultural activities in the claim area.

See affidavits in *"Attachment G"*

SCHEDULE H **DETAILS OF ANY OTHER APPLICATIONS** *[See Act, s 62]*

(NO CHANGE)

1. Details of any other applications to the High Court, Federal Court, or a recognised State/Territory body, of which the applicant is aware, that have been made in relation to the whole or a part of the area covered by the application and that seek a determination of native title or a determination of compensation in relation to native title are as follows:

   (a) SG 6025/98 (Arabunna)

2. To the extent that any land or waters covered by this Application also covers Applications for determination of native title SG 6008/98 (Maralinga Tjarutja), SG 6018/98 (Wirangu #1), SG 6019/98 (Wirangu #2) and SG 6020/98 (now Gawler Ranges), such overlaps are not intended by the Applicants and are probably the result of mapping errors.

SCHEDULE I **DETAILS OF ANY SECTION 29 NOTICES** *[See Act, s 62]* (NO CHANGE)

Details of any notices under section 29 of the Act (or under a corresponding provision of a law of a State or Territory), of which the applicant is aware, that have been given and that relate to the whole or a part of the area.

1. Notices given since 30.9.98 are as follows:

   Normandy Mining Ltd, 103-105 King William St., Kent Town, South Australia. Section 63M Notice pursuant to the Mining Act 1971 (SA) dated 8th January 1999, with respect to Exploration License Nos. 2492, 2483 and 2563.

2. Notices given prior to 30.9.98 are as follows:-

   Resolute Limited, 4th Floor, The Griffin Centre, 28 The Esplanade, Perth WA 6000. Section 63M Notice pursuant to the Mining Act 1971 (SA) dated 31.10.97 in relation to Mineral Leases to be granted in relation to Mineral Claims 3018, 3019, 3020 and 3021.

SCHEDULE J **DRAFT ORDER** *[See Act, s 62]* (NO CHANGE)

A draft of the order to be sought if the application is unopposed.

The application is not unopposed.

More information can be provided and labelled as "Attachment J"

SCHEDULE K (NO CHANGE) NATIVE TITLE REPRESENTATIVE BODIES *[See Act, s 62]*

Aboriginal Legal Rights Movement Inc. is the representative Aboriginal/Torres Strait Islander body for the area covered by the application.

SCHEDULE L (NO CHANGE) **TENURE AND LAND USE ISSUES** *[see Act, ss 47, 47A, 47B and 61A]*

1. The following details of such areas are presently known to the applicants:-

   (a) Pastoral leases are held over Mabel Creek Station, Mount Clarence Station and Mount Willoughby Station for, by or on behalf of some of the persons who made this application and other persons with whom they claim to hold native title.

   (b) Freehold estates (and leasehold interests thereunder) exist over lands granted under the Aboriginal Lands Trust Act 1966, (which makes provision for grants only for the benefit of Aboriginal peoples through the Aboriginal Lands Trust), to the Umoona Aboriginal Community, Coober Pedy.

   (c) "Vacant Crown Land" occupied by members of the native title claim group exists within the claim area. The applicants do not presently know, however, whether any such land conforms with paragraph 47B(1)(b).

   (d) The Applicants assert that prior extinguishment of native title rights and interests in relation to any areas mentioned or referred to in paragraphs (a), (b) and (c) above should be disregarded in accordance with the provisions of Sections 47, 47A and 47B respectively.

SCHEDULE M **TRADITIONAL PHYSICAL CONNECTION** *[See Act, s 62]* (NO CHANGE)

Members of the native title claim group, including specifically each of the named applicants, currently have (and have always had) a traditional physical connection with the claim area or parts of it. For example, each of the named applicants either ordinarily resides within the area, or frequently visits the area, and otherwise engages in such activities as are referred to in Schedule G. They do so because it is their ancestral land to which they are connected pursuant to traditional laws and customs.

SCHEDULE N **PREVENTION OF ACCESS** *[See Act, s 62]* (NO CHANGE)

Having regard to the traditional physical connection referred to in Schedule M, sub-paragraphs 62(1)(c)(ii) and 190B(7)(b) are not applicable. The Applicants are accordingly not required at this stage to provide details of circumstances in which access to the claim area or parts thereof have been prevented to members of the native title claim group at any time and reserve their position in this regard

SCHEDULE O **MEMBERSHIP OF ANY OTHER NATIVE TITLE GROUPS** *[see Act, s 190C]*

Not applicable.

SCHEDULE P (NO CHANGE) CLAIMS FOR EXCLUSIVE POSSESSION OF OFFSHORE PLACES

[see Act, s 190B]

Not Applicable

SCHEDULE Q **CLAIMS TO ANY RESOURCES OWNED BY THE CROWN** *[see Act, s 190B]*
(NO CHANGE)

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

SCHEDULE R **CERTIFICATION OR AUTHORISATION** *[see Act, s 190C]*
(NO CHANGE)

(1) The further amended application has been certified by Aboriginal Legal Rights Movement Inc., the representative Aboriginal/Torres Strait Islander body for the claim area.

See Attachment R (for a copy of the certificate).

SCHEDULE S **AMENDED APPLICATIONS** *[See Act, s 64]*

This application further amends the application amended by order of Justice Mansfield dated 12 October 2005 by:

(i) in Schedule B replacing the technical description of the external boundary of the claim area;

(ii) in Schedule C, and in particular attachment C, replacing the map showing the boundaries of the area covered by the application.

SCHEDULE T **ANY OTHER RELEVANT INFORMATION** *[See Act, s 62]* (NO CHANGE)

None provided

T.J.Wooley
Applicant's solicitor Date 23 August 2006

AFFIDAVIT

Full name(s) of Applicant(s)	We, William Herbert Lennon Snr., Ian Crombie, Keith Smith Snr., David Brown, Herbert Joseph Lennon, and Jean Wood
Usual address(es) of Applicant(s)	Mt. Willoughby Station via Coober Pedy; ~~Lot 1063, Italian Club Road,~~ Lot 1758 Roberts Blvd. Coober Pedy; 6 Menard Street, Whyalla Stuart; Lot 1405 Goldsworthy Street, Coober Pedy; Block 1194, Kurnoth Street, Coober Pedy; and 2 Webb Court Port Augusta, South Australia
Usual occupation(s)	Pastoralist; unemployed; invalid pensioner; unemployed; unemployed; home duties.

Say on oath or affirm as follows:

(a) We believe that the native title rights and interest claimed by the native title group have not been extinguished in relation to any part of the area covered by the application; and

(b) We believe that none of the area covered by the application is also covered by an entry in the National Native Title Register; and

(c) We believe that all of the statements made in the application are true; and

(d) We are authorised by all the persons in the native title claim group to make the amended application and to deal with matters arising on relation to it; and

(e) We were given the authority referred to in paragraph (d) above at a meeting of claim group members in Coober Pedy on 31 August 2004 to amend native title application SG6007/98, the amended application being attached to this affidavit and marked "AM-Y".

Place and State of Swearing/Affirming	~~Sworn~~/Affirmed* at: Coober Pedy ~~Coduna~~, South Australia
Date	1st September 2004
Signature(s) of Applicant(s) *(other signatures may be written below)*	Bill Lennon; Ian Crombie; J. Wood

BEFORE ME:

Signature of witness

T.J. Woolley

Qualification of witness	A Commissioner for taking Oaths and Affidavits in the Supreme Court of South Australia

Note: * Each person who is an applicant must swear or affirm the affidavit in the presence of a qualified witness. A qualified witness includes a court officer, solicitor, Justice of the Peace, or a Commissioner for Affidavits.

PART B FILING AND SERVICE

IF THE APPLICANT IS REPRESENTED:

APPLICANT'S REPRESENTATIVE	This application is filed by: Timothy James Wooley, Solicitor.
ADDRESS FOR SERVICE	Whose address for service is: Native Title Unit Aboriginal Legal Rights Movement Inc. Fourth Floor, 345 King William Street
Suburb	Adelaide
State/Territory	S.A.
Postcode	5000
E-mail	timw@nativetitlesa.org
Telephone (during the day)	08-81102800
Facsimile	08-82117424
This application is filed for	Mr. William Herbert Lennon Snr., Ian Crombie, Keith Smith Snr., David Brown, Herbert Joseph Lennon, and Jean Wood.
Applicant's address	C/- Tim Wooley, Solicitor, Aboriginal Legal Rights Movement Inc. 345 King William Street
Suburb	Adelaide
State/Territory	S.A.
Postcode	5000

IF APPLICANT IS UNREPRESENTED:

APPLICANT'S NAME *Note: This should include first name, surname & Aboriginal name (if any)*	This application is filed by: Mr/Mrs/Ms: Given Name: Surname: Aboriginal name (if any):
ADDRESS FOR SERVICE	
Suburb	
State/Territory	
Postcode	
Telephone (during the day)	
Facsimile	
Applicant's address	
Suburb	
State/Territory	
Postcode	
Telephone (during the day)	
Facsimile (if any)	

"ATTACHMENT A" (NO CHANGE)

The Antakirinja Matu -Yankunytjatjara Native Title Claim Group comprises those people (now living) who hold in common the body of traditional laws and customs governing the area subject of the claim.

1. The following sets of siblings, together with all their descendants, are members of the native title claim group:
   - 1.1. Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr and Dorothy Lennon Cayton;
   - 1.2. Rose Matjangka Kutiny and her sisters (whose names are not known at this time)
   - 1.3. Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin;
   - 1.4. Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown;
   - 1.5. George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell;
   - 1.6. Hazel Brown, Ricky Brown and Martha Edwards;
   - 1.7. Edna Williams, Johnny Fatt, Eva Fatt, Beverly Fatt and Ronald Fatt
   - 1.8. Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown;
   - 1.9. Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare;
   - 1.10. Biddy Lang, Lena Lang, Rita Lang, Lesley Lang, Beverly Lang and Joan Lang;
   - 1.11. Jack Lang, Pompey Lang and Hector Lang;
   - 1.12. Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns;
   - 1.13. Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert;
   - 1.14. David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown;
   - 1.15. Ivy Makinti Stewart and Yuntu Spider;
   - 1.16. Billy Mungi and Mumpi Baker;
   - 1.17. Ngitji Ngitji Mona Kennedy Tur and Tjalin Gloria Carroll Hayes;

2. The following persons, together with all their descendants, are members of the native title claim group:
   - 2.1. Eileen Wingfield
   - 2.2. Eileen Kampakuta Brown
   - 2.3. Lallie Lennon
   - 2.4. Sadie Singer
   - 2.5. Monty O'Toole
   - 2.6. Ginger Brown

2.7. Micky Miller
2.8. Ginger Mapulya
2.9. Nellie O'Toole
2.10. Andy Tjanyari
2.11. Ruth McKenzie
2.12. Arthur Baker
2.13. Warren Tunkin
2.14. Nyidaroo Gladys Kite

3. Edward Herbert Roberts and the following persons (some of whom are his descendants) and all his other descendants are members of the native title claim group:

3.1. Georgina Stockfish
3.2. Pauline Roberts
3.3. Edward Leslie (Woody) Roberts
3.4. Noel Roberts
3.5. Kenny Roberts
3.6. Kelli Cullingford
3.7. Jackson Hunter
3.8. Jason Smedley
3.9. Jutjara Roberts
3.10. Larelle Kite
3.11. Stephanie Kite
3.12. Malu Roberts
3.13. Renee Kite
3.14. Deanne Cullingford
3.15. Steven Cullingford
3.16. Frances Day
3.17. Raymond Day
3.18. Vikkie Taylor
3.19. Naomi Taylor
3.20. Christopher Taylor
3.21. Yvonne Koolmatrie
3.22. Florence Ann Wilson
3.23. Norman James Wilson
3.24. Trevor William Wilson
3.25. Johnathon Desmond Wilson
3.26. James Richard Koolmatrie
3.27. Rhonda Margaret Koolmatrie
3.28. Isaac Coen Lindsay
3.29. Tameka Yvonne Lindsay
3.30. Christopher John Koolmatrie
3.31. Yvonne Ruby Koolmatrie
3.32. Cindy Lee Koolmatrie
3.33. Rhiannon Lee Fields
3.34. Narissa Fields

4. Principles of incorporation into the Antakirinja Matu -Yankunytjatjara Native Title Claim Group according to traditional laws and customs include:

4.1. being of Aboriginal descent; and

4.2. having a connection with the claim area in accordance with the traditional laws and customs of the native title group including, but not limited to:

4.2.1. the principle of descent from their ancestors;

4.2.2. the principle of descent by means of claim group members' association with spiritual ("Dreaming") sites and areas within the claim land;

4.2.3. biological descent;

4.2.4. classificatory descent, and

4.2.5. by means of adoption

"ATTACHMENT B" (NO CHANGE)

Areas within the external boundaries that are not covered by the Application:

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

In particular the following are excluded:

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

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

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

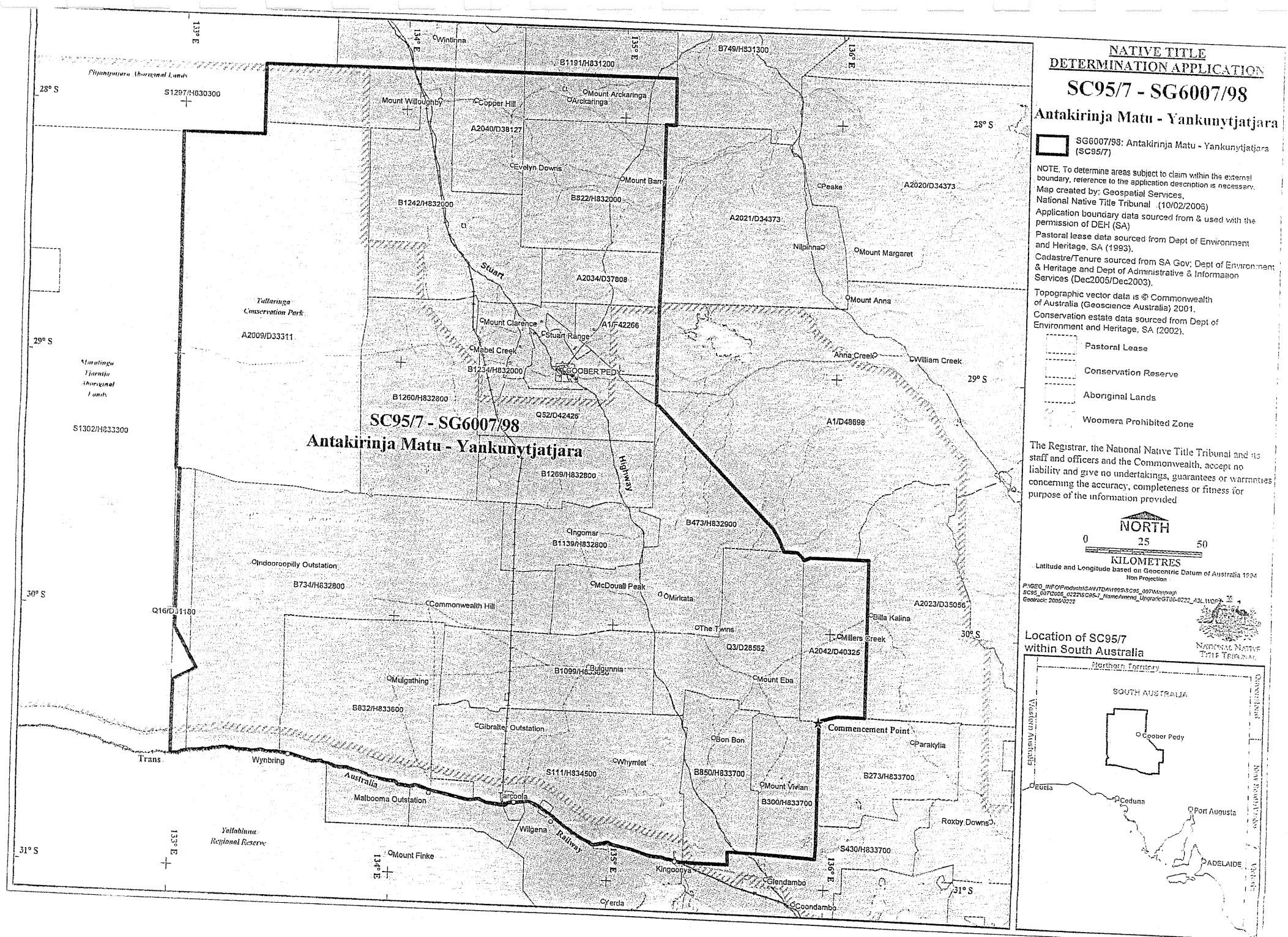
1) The creation or establishment of:
   a) a permanent public work
   b) a dedicated road; and
   c) an act of adverse dominion where such an act was:
      i) authorised by valid legislation; or
      ii) authorised or required by the condition of a valid Crown Grant, vesting or other interest
   d) an unqualified grant of an estate in fee simple

2) The grant of:
   a) a scheduled interest (see s249C of the Act), including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and conditions of the lease;
   b) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249);
   c) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246);

d) a lease for the provision of community services or amenities within a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see s249A).

ATTACHMENT C

Map showing the external boundaries of the area covered by the application SAD 6007/98: Antakirinja Matu-Yankunytjatjara


NATIVE TITLE DETERMINATION APPLICATION
SC95/7 - SG6007/98
Antakirinja Matu - Yankunytjatjara
SG6007/98: Antakirinja Matu - Yankunytjatjara (SC95/7)
NOTE. To determine areas subject to claim within the external boundary, reference to the application description is necessary.
Map created by: Geospatial Services, National Native Title Tribunal (10/02/2006)
Application boundary data sourced from & used with the permission of DEH (SA)
Pastoral lease data sourced from Dept of Environment and Heritage, SA (1993).
Cadastre/Tenure sourced from SA Gov; Dept of Environment & Heritage and Dept of Administrative & Information Services (Dec2005/Dec2003).
Topographic vector data is © Commonwealth of Australia (Geoscience Australia) 2001.
Conservation estate data sourced from Dept of Environment and Heritage, SA (2002).
Pastoral Lease
Conservation Reserve
Aboriginal Lands
Woomera Prohibited Zone
The Registrar, the National Native Title Tribunal and its staff and officers and the Commonwealth, accept no liability and give no undertakings, guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided
NORTH
0 25 50
KILOMETRES
Latitude and Longitude based on Geocentric Datum of Australia 1994
Non Projection
P:\GEO_INFO\Products\GAN\TDA\1999\SC95_007\Mapinfo\SC95_007D006_0222\SC95-7_NameAmend_UpgradeGT06-0222_A3L.WOR
Geotrack: 2006/0222
NATIONAL NATIVE TITLE TRIBUNAL
Location of SC95/7 within South Australia
Northern Territory
SOUTH AUSTRALIA
Queensland
Western Australia
New South Wales
Victoria
Coober Pedy
Eucla
Ceduna
Port Augusta
ADELAIDE
SC95/7 - SG6007/98
Antakirinja Matu - Yankunytjatjara
Commencement Point
Trans Australia Railway
Highway
Stuart
Tallaringa Conservation Park
Yellabinna Regional Reserve
Pitjantjatjara Aboriginal Lands
Maralinga Tjarutja Aboriginal Lands
Wintinna
Mount Willoughby
Copper Hill
Mount Arckaringa
Arckaringa
Evelyn Downs
Mount Barry
Peake
Nilpinna
Mount Margaret
Mount Anna
Mount Clarence
Stuart Range
Mabel Creek
COOBER PEDY
Anna Creek
William Creek
Ingomar
Indooroopilly Outstation
McDouall Peak
Mirlata
Commonwealth Hill
The Twins
Millers Creek
Billa Kalina
Bulgunnia
Mulgathing
Mount Eba
Gibraltar Outstation
Bon Bon
Paralytia
Whymlet
Mount Vivian
Roxby Downs
Malbooma Outstation
Tarcoola
Wynbring
Wilgena
Mount Finke
Kingoonya
Glendambo
Coondambo
Yerda
A1/F42266
A1/D48698
A2023/D35056
A2042/D40325
A2020/D34373
A2021/D34373
A2034/D37808
A2040/D38127
A2009/D33311
Q52/D42426
Q3/D28552
Q16/D31180
S1297/H830300
S1302/H833300
S111/H834500
B1191/H831200
B749/H831300
B822/H832000
B1242/H832000
B1234/H832000
B1260/H832800
B1269/H832800
B473/H832900
B1139/H832800
B734/H832800
B1099/H833500
B832/H833600
B850/H833700
B273/H833700
B300/H833700
S430/H833700
28° S
29° S
30° S
31° S
133° E
134° E
135° E
136° E

ATTACHMENT R

CERTIFICATE PURSUANT TO s.202(4)(d) Native Title Act 1993 (as amended)

Aboriginal Legal Rights Movement Inc.
ABN 32 942 723 464

ADELAIDE
321-325 King William Street
Adelaide SA 5000
DX 239
Ph (08) 8113 3777
Fax (08) 8211 7618

NATIVE TITLE UNIT
Level 4
345 King William Street
Adelaide SA 5000
DX 239
Ph (08) 8110 2800
Fax (08) 8211 7424

CEDUNA
cnr East Tce & Merghiny St
PO Box 419
Ceduna SA 5690
DX 51904
Ph (08) 8625 2432
(08) 8625 2200
Fax (08) 8625 3093

MURRAY BRIDGE
3-5 Bridge Street
PO Box 763
Murray Bridge SA 5253
DX 51215
Ph (08) 8532 4788
Fax (08) 8531 1015

PORT AUGUSTA
12 Church Street
PO Box 1771
Port Augusta SA 5700
DX 51023
Ph (08) 8642 4366
Fax (08) 8642 4650

PORT LINCOLN
30 Ravendale Road
PO Box 800
Port Lincoln SA 5606
Ph (08) 8683 4160
Fax (08) 8683 4160

Reply To: Native Title Unit

Your Reference:
Our Reference:

COPY

10 December 2004

Mr Christopher Doepel
National Native Title Tribunal
PO Box 9973
PERTH WA 6848

Dear Mr Doepel

Amendments to Native Title Claim Group Description & Name
Federal Court Application SG6007/95
ANTAKIRINJA native title claim

In May 2004, Agreements were executed between the Antakirinja and Ted Roberts native title claim groups, and the Antakirinja and Kokatha Munta native title claim groups.

Pursuant to action arising out of those agreements, the Antakirinja native title claim group has now authorised its applicants to make amendments to its native title claim group description, and to the name of its native title claim.

The Aboriginal Legal Rights Movement Inc ("ALRM") is the recognised Native Title Representative Body under section 203AD of the *Native Title Act 1993* (Cth) for all of the area covered by SG 6007/95.

For the purposes of Sections 203BE(4) of the *Native Title Act 1993*, so far as it may be relevant, the ALRM certifies that in its opinion:

(a) all the persons in the native title claim group have authorised the applicant to make the further amended application and to deal with matters arising in relation to it; and
(b) all reasonable efforts have been to ensure that the application describes or otherwise identifies all the other persons in the native title claim group.

The ALRM Inc has relied on the following information in providing this certification:

1.
Central West Mediation Strategy Meeting, Spear Creek, 19th-24th May 2004

1.1 This was a formal mediation conducted by the National Native Title Tribunal and facilitated by ALRM, for the purpose of resolving overlaps between the nine native title claim groups involved in the Central West region.

1.2 As an outcome of the mediation, the Antakirinja native title claim group executed Agreements with the Ted Roberts and Kokatha Munta native title claim groups.

1.3 Under these Agreements, the Ted Roberts and Kokatha Munta native title claim groups agreed to withdraw their areas of overlap with the Antakirinja claim area, in exchange for the opportunity to become members of the Antakirinja native title claim group.

1.4 Members of the Antakirinja, Ted Roberts and Kokatha Munta Native Title Management Committees, nominated Senior Elders, and Senior Lawmen and women from Anangu Pitjantjatjara Yankunytjatjara lands, Yalata, Oak Valley and Tjuntjunjara communities, attended and participated in the six-day mediation conference.

1.5 Also in attendance throughout the mediation and preparation for it were ALRM staff, members of the National Native Title Tribunal, and various independent expert consultants including lawyers, anthropologists, interpreters and geo-spatial (mapping) experts.

2.

Antakirinja Certification Meeting at Coober Pedy, 31st August – 1st September 2004

2.1 Pursuant to the Agreements reached between the Antakirinja, Ted Roberts and Kokatha Munta native title claim groups, a meeting was called shortly thereafter and facilitated by the Aboriginal Legal Rights Movement Inc.

2.2 The main purpose of the meeting was to determine whether the claim group description for the Antakirinja native title claim should be amended, so as to incorporate those persons on whose behalf the Kokatha Munta and Ted Roberts native title claims had been made.

2.3 For the following reasons and for the purposes of Section 203BE(4) of the *Native Title Act 1993*, ALRM is of the opinion that all the persons included in the amended native title claim group description for Antakirinja in consequence of the Spear Creek Agreements were invited to, and did attend, this meeting.

2.3.1 Approximately 170 native title claimants attended the meeting.

2.3.2 It has been established through cross-checking the attendance lists taken each day with the "claim authorisation[1]" form that of those persons who attended:

2.3.2.1 All the named applicants for the Antakirinja, Kokatha Munta and Ted Roberts native title claims attended;

2.3.2.2 All members of the Antakirinja Native Title Management Committee /ALMAC Governing Committee attended;

2.3.2.3 All members of the Kokatha Munta and Ted Roberts Native Title Management Committees attended;

[1] Subsequent to the decision of the Full Federal Court in *Bolton on behalf of the Southern Noongar Families v State of Western Australia* FCA [2004] 760, ALRM developed a claim authorisation form to determine how attendees at community meetings connect to relevant native title claim group descriptions.

2.3.2.4 All of the core family groups comprising the Antakirinja, Kokatha Munta and Ted Roberts native title claim groups were represented;

2.3.2.5 Senior men and women from the Antakirinja, Kokatha Munta and Ted Roberts claim groups attended;

2.3.2.6 Several Senior Lawmen and women from the Maralinga Tjarutja and Anangu Pitjantjatjara / Yankunytjatjara lands and Oak Valley community who were in attendance at the Spear Creek meeting in May 2004 attended.

2.3.2.7 Detailed information was gathered from those persons in attendance by ALRM Anthropological staff regarding the identity of those persons that may hold native title in the area covered by the Antakirinja claim and, in particular, those areas where the Kokatha Munta and Ted Roberts native title claims overlap the Antakirinja claim.

2.3.3 The meeting was notified in the following manner:

2.3.3.1 Individual notices with accompanying Agenda and Map were sent to the persons named in named as the applicant in the Antakirinja, Kokatha Munta and Ted Roberts native title claims, to members of those Native Title Management Committees, and to all members of the general native title community known to ALRM Inc, and on whose behalf those claims have been made.

2.3.3.2 ALRM Inc notes that approximately 115 individual letters were sent to such persons.

2.3.3.3 Public Notices appeared on 26th August 2004 in the Coober Pedy Regional Times, on Imparja Television on 11th, 13th, 16th, 18th, 20th, 21st, 23rd, 25th, and 27th of August 2004, and Notice of the Meeting was extensively broadcast on Umeewarra Aboriginal Media radio station.

2.4 For the purposes of Section 203BE(4) of the *Native Title Act 1993*, ALRM is of the opinion that all the persons in the amended native title claim group description for Antakirinja in consequence of the Spear Creek Agreements, authorised the applicants for the Antakirinja claim to

a) amend the Antakirinja native title claim group description to include the Kite Family and Tunkin Family from the Kokatha Munta claim, the Ted Roberts family from the Ted Roberts claim, and Inawantji Mary Carrol and her family; and
b) amend the name of the application.

2.5 For the following reasons, ALRM is of the opinion that such authorisation was provided in accordance with Section 251B(a) of the *Native Title Act* (Cth) *1993*:

2.5.1 A comprehensive explanation of the background and content of the Agreements reached at Spear Creek was provided by the Executive Officer of the ALRM Native Title Unit, ALRM's Legal adviser and the legal representative of the Antakirinja native title claim group;

2.5.2 A comprehensive explanation of the meaning of authorisation under the *Native Title Act* (Cth) *1993* was provided by the legal representative of the Antakirinja native title claim group, including the requirement contained in Section 251B(a) of that Act;

2.5.3 Presentations were given by several members of the Antakirinja native title claim group, named applicants and senior men and women who were involved in negotiating the Agreements reached at Spear Creek on behalf of their communities;

2.5.4 Mr John Kite, Mrs Rose Hillman and Mr Warren Tunkin spoke on behalf of the Kokatha Munta native title claim group.

2.5.5 Mr Ted Roberts and Mr Kenneth Roberts spoke on behalf of the Ted Roberts native title claim group.

2.5.6 The persons named in paragraphs 2.5.3, 2.5.4 and 2.5.5 spoke about their traditional connection to the country covered in the area of overlap between the Antakirinja, Kokatha Munta and Ted Roberts native title claims, and about the process of traditional decision making that must be followed when considering whether or not to amend the native title claim group description for the Antakirinja claim;

2.5.7 The community reached agreed consensus that authority for the Antakirinja native title claim group continues to be given in accordance with a process of traditional decision making.

2.5.8 Having followed the process of traditional decision making identified at paragraph 2.5.7, the following authorisation was achieved and formalised in the following resolutions:

2.5.8.1 *The community accepts the traditional form of decision-making process of the group.*

2.5.8.2 *The meeting accepts the agreements made in principle by the ALMAC governing committee at Spear Creek.*

2.5.8.3 *The community authorises its applicants to amend the Antakirinja native title claim group description to include the Kite, Warren Tunkin, and Ted Roberts families, and Inawantji Mary Carrol's family.*

2.5.8.4 *The community authorises its applicants to amend the native title application's name to "Antakirinja Martu- Yankunytjatjara" Native Title Claim.*

2.5.9 As a result of years of close involvement with the Antakirinja native title claim, and having analysed relevant materials and attending the meetings noted above, ALRM Anthropological staff are satisfied that:

a) the Antakirinja native title group has a process of traditional decision making concerning the authorisation of applicants to make amendments to its native title claim group description; and

b) all the persons in the Antakirinja native title claim group have authorised the applicant to amend the native title claim group description, and the name of the application, pursuant to that process of traditional decision making.

If you require any further information please contact Osker Linde, Native Title Unit, Aboriginal Legal Rights Movement Inc on (08) 8110 2800 or email *oskerl@nativetitlesa.org*

Yours sincerely,

NEIL GILLESPIE
CHIEF EXECUTIVE OFFICER
Aboriginal Legal Rights Movement Inc

SCHEDULE 3: PAYMENTS TO THE NATIVE TITLE PARTIES PURSUANT TO CLAUSE 8 IN RESPECT OF PETROLEUM OPERATIONS UNDER A PETROLEUM PRODUCTION LICENCE
Production Payments

1. **Tax Invoice for GST component**
Contemporaneously with provision to the Minister of the return required by section 43(4) of the Petroleum Act, the Company shall prepare and provide to ALMAC a recipient created tax invoice (if ALMAC is registered for GST purposes and provides its ABN to the Company) or in any other case a copy invoice, relating to the Production Payment payable to ALMAC pursuant to this Schedule 3.

2. **Payment by the Company to the State**
The Company shall, upon provision of the invoice or recipient created tax invoice (as the case may be) pursuant to paragraph 1 of this Schedule 3, pay to the State and the State shall deposit into a trust account maintained by the State for the benefit of the Native Title Party in respect of production of all Petroleum, produced from the Claimed Land pursuant to a Licence, (and as a component of the consideration):

2.1 Where the relevant Petroleum Production Licence ("***PPL***") does not incorporate any Overlap Area or Other Claimed Land, 1% of the value at the well head of Petroleum produced and sold therefrom; and/or

2.2 Where the relevant PPL incorporates Overlap Area, but does not incorporate any other part of the Claimed Land or Other Claimant Land, then 0.5% of the value at the well head of Petroleum produced and sold therefrom;

2.3 The Parties acknowledge that a PPL granted to the Company in respect of a Petroleum production field may incorporate Claimed Land and/or Overlap Area and/or Other Claimant Land, and in that case acknowledge and agree that the total of 1% of the value at the well head of Petroleum produced and sold therefrom shall be shared between the Native Title Party and Other Claimants whose claim area is:

(a) affected by surface infrastructure; and/or
(b) the PPL area; and/or
(c) the production field located within the PPL area

pursuant to a formula or other mechanism for determining the method of sharing the total Production Payment as between the Native Title Party and the Other Claimants to be agreed between those parties in accordance with the procedure and general principles set out in paragraph 3 of this Schedule 3;

2.4 Any Production Payment associated with Petroleum produced and sold pursuant to this Schedule 3 prior to the grant of a PPL will be paid:
(a) 50% to the Native Title Party if from a well located in an Overlap Area; or

(b) 100% to the Native Title Party where production is from a well in the Claimed Area but not in an Overlap Area.

3. Mechanism for agreeing sharing of Production Payment

3.1 As soon as practicable after execution of this Deed by the Parties and in any event within 12 months from the grant of the Licences and prior to the grant of a PPL, the Native Title Party shall meet with and negotiate in good faith with the Other Claimants, with a view to agreeing an equitable mechanism for sharing of the Production Payment having regard to the principles and procedures set out in this paragraph 3.

3.2 In this paragraph 3 the Native Title Party and the Other Claimants are called "the ***Negotiating Parties***".

3.3 At the request of the Negotiation Parties or any of them, the State and/or the Company may participate in any negotiations conducted under this paragraph 3 for the purpose of providing the Negotiating Parties with the benefit of any technical advice or industry experience which might reasonably be expected to assist the Negotiating Parties in reaching an equitable agreement as to the sharing mechanism to be applied to the Production Payments.

3.4 Unless otherwise mutually agreed by the Negotiating Parties, any mechanism for sharing of the Production Payment, whether based on the location of surface infrastructure, area of a PPL or of a production field falling within the relevant claim boundaries, or a combination of those considerations, the principle that the proportion of any payment relating to an Overlap Area is to be shared on a 50/50 basis as between the Native Title Party and the Other Claimant whose claim area falls within the Overlap Area shall apply.

3.5 On reaching agreement as to the appropriate sharing mechanism to be applied to the Production Payment, the Negotiating Parties shall enter into a Deed recording the terms of that agreement, which deed shall include a direction to the Company to provide relevant invoices and to the State to administer and pay the Production Payment in accordance with the agreed mechanism.

3.6 If a Production Payment falls due prior to agreement being reached between the Negotiating Parties in accordance with paragraph 3.5 of this Schedule 3, the Company shall pay the total Production Payment of 1% of the value at the well head of Petroleum produced and sold from the relevant PPL to the State in accordance with this Deed and the State shall hold the Production Payment in a trust account maintained by the State for the benefit of the Negotiating Parties pending resolution of the sharing mechanism and receipt of the direction referred to in paragraph 3.5 of this Schedule 3.

3.7 If within 12 months after grant of the Licences, the Negotiating Parties have not met or having met are unable to reach agreement on the appropriate

sharing mechanism in accordance with this paragraph 3, then the Negotiating Parties, or any of them may refer the matter for resolution as a dispute and the dispute resolution mechanism set out in Item 24 and Annexure D to Schedule 4 of this Deed shall be applicable, with the exception that:

(a) references to the Company and the Native Title Party in those provisions shall be read to mean each of the Negotiating Parties; and

(b) the matters to which the Minister shall have regard in appointing the mediator under Item 24.6(b) thereof and the matters to which the mediator shall have regard in conducting the mediation under Item 24.6(c) thereof shall be those matters set out in this paragraph 3 of this Schedule 3.

4. Calculations to follow Petroleum Act

4.1 Value at the well head of Petroleum produced and sold is to be calculated in the same way that "value at the well head of Petroleum" is calculated pursuant to section 43(8) of the Petroleum Act (as at the date hereof) where the sale price is bona fide and to an arms length purchaser **PROVIDED** that the "Guidelines for Payment of Royalty and Provision of Information" issued by the Department of Primary Industries and Resources of South Australia from time to time (a copy of the current version of which is annexed to this Schedule 3) shall be applied *mutatis mutandis* as if the reference to the royalty rate of 10% therein were a reference to 1%.

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

5. Good and Services Tax

5.1 *Acknowledgement*
The parties acknowledge that the payments referred to in clause 7, clause 8 and in this Schedule 3 have been calculated on a GST exclusive basis.

5.2 *GST Gross-Up*
Where any payment to be made by the Company under clause 7, clause 8 and in this Schedule 3 of this Deed ("**Payment**") constitutes consideration for a taxable supply by the Native Title Party:

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

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

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

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

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

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

(c) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer or some one or more of them in respect of operating costs related to treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, including but not limited to the amount of any licence fees payable

in respect of any production licence, associated facilities licence or pipeline licence, provided however that:

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

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

(iii) Any expenses allowed as a deduction under clause (2)(a) or (2)(b) or (2)(d),

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

(i) In the calendar year 200... - the sum of $.....;or

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

shall not be deductible,

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

(3) Further provisions regarding calculation of Royalty

(a) For the purposes of clause (2):-

(i) in each month the arms length sales value of the substance means the value of the actual sales in respect of the substance described in clause (1) in that month provided however that if any substance is not supplied to a *bona fide* arms length purchaser, not sold for full market value, or returned to a natural reservoir for later production, destroyed, dissipated or used by the Producer not in accordance with Section 43(3) of the Act, the gross sales value of such substance shall be the amount which would have been received in respect of such substance from a *bona fide* arms length purchaser for full market value;

(ii) the term "plant" includes but is not limited to:

(A) Any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or refining of the substance prior to the delivery or in transporting the substance to the point of delivery to the purchaser; or

(B) Any pipeline;

And

(iii) "wellhead" means the casing head and includes any casing hanger or spool, or tubing hanger, and any flow control equipment up to and including the wing valves.

(b) Non Producing Wells

The capital expenditure referred to in clause (2)(a) may include the actual capital expenditure incurred by the Producer in respect of wells used solely for the purpose of assisting or enhancing the recovery of the substance from other wells or for the purposes of storing the substance or for the recovery or disposal of water used in connection with treating processing or refining of the substance prior to delivery or for any similar purpose other than the production of the substance and may also include the actual capital expenditure incurred by the Producer in converting a well used for the production of the substance to a well used for such other purpose.

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of Plan

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

(4) Royalty Returns

(a) Not later than thirty (30 days after the conclusion of each calendar month, the Licensee will calculate and notify to the Minister the royalty, calculated by taking the *bona fide* sales value of the substance sold in that month, and

deducting therefrom the most recent estimated monthly expenditure provided under clause (4)(c), payable by each Licensee. The Licensee shall with each such notification provide the Minister with a statement, in a form approved by the Minister, advising of the quantity of the substance sold and the amount realised upon such sale during the last preceding month, together with such other information as the Minister may require.

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

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

(d) Not later than thirty (30) days after the completion of each twelve (12) month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 3 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.

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

1. Interpretation and Other Matters

1.1 The definitions and rules of interpretation contained in Clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.

1.2 Unless the contrary intention appears in this Schedule a reference to the Company, includes the employees, servants, agents, contractors and sub-contractors of the Company engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Company shall, where the Company has engaged an agent, contractor or sub-contractor to undertake any activity which the Company is required or authorised to undertake under this Schedule, be construed as an obligation or duty upon the Company to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.

1.3 The items in this Schedule shall prevail over any inconsistent provisions in any Annexure to this Schedule.

2. Definitions

In this Schedule, 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);*

"Area of Significance" means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Party or any of its members and includes any "**Aboriginal site**", "**Aboriginal object**" or "**Aboriginal remains** ", as defined in the *Aboriginal Heritage Act 1988 (South Australia)* and any "**significant Aboriginal area**" as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)*;

"Budget" means a financial plan agreed for the conduct of an inspection and Clearance in accordance with clause 14;

"Clearance" means the agreed procedure for the inspection and clearance of land as described in items 9,10 and 11 and Annexure A, for the purpose set out in item 9.2 and **"clear"**, **"cleared"** and **"clearing"** have corresponding meanings;

"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 to which this Schedule is attached;

"Environment" means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects;

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

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

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

"Report" means a written report about a Clearance provided by the Native Title Party to the Company described in item 11;

"Scouting Team" means the persons referred to in Item 10;

"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 items 9, 10 and 11 and Annexure A;

"Specialist" means an anthropologist or archaeologist or both as appropriate;

"transfer" means to sell, assign, transfer, convey or otherwise dispose of;

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

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

3. Undertakings by the Company

The Company undertakes:

3.1 to grant to the Native Title Party the rights and privileges as set out in this Schedule; and

3.2 subject to compliance on the part of the Native Title Party and ALMAC with their respective obligations hereunder, the Company will comply with the terms and conditions on the Company's part herein contained and shall make

payments in accordance with this Agreement to ALMAC of the amounts to which ALMAC is entitled from time to time as provided in this Schedule 4.

4. Reconnaissance Surveys of Licence Area by the Company

4.1 The parties acknowledge that prior to the date of execution of the Deed, the Company has awaited grant of the Licences and accordingly has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for other Petroleum Operations on the Licence Area (**"Reconnaissance Surveys"**).

4.2 Notwithstanding the provisions of this Schedule 4 relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order to efficiently carry out the purposes of this Schedule, it may be necessary for the Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in items 9, 10 and 11 and Annexure A hereof do not apply to Reconnaissance Surveys where ALMAC has consented to activities following a preliminary consultation convened with a representative of the Native title Party for the purpose of the Company explaining to the Native Title Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably withheld).

5. Land Access and Occupation

5.1 The Native Title Party and ALMAC acknowledge the grant to the Company of Licences in respect of the Licence Area authorise the Company, its contractors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.

5.2 ALMAC may object in writing upon reasonable grounds to a person having access to the Licence Area and the Company shall ensure that, as far as is possible within its power, such person or persons shall not enter upon the Licence Area.

6. Identification

6.1 The Company shall notify ALMAC of the name of the representative of the Company responsible for Petroleum Operations from time to time on the Licence Area, such notice to be given fourteen (14) days in advance, in writing where practicable.

6.2 The Company shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and

cleared in accordance with clauses 9, 10 and 11 and Annexure A of this Schedule and to comply with all conditions consistent with this Schedule.

7. Petroleum Operations

The Company shall at all times upon the Licence Area:

7.1 comply with the provisions of the Petroleum Act and the licences granted to the Company thereunder;

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

7.3 conduct itself in accordance with good and accepted petroleum industry practice standards;

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

7.5 use good and accepted petroleum industry practice to avoid oil spills or blowouts.

8. Notification of Operations

8.1 Subject to the provisions of items 9, 10 and 11 and Annexure A hereof, the Company shall provide ALMAC at least sixty eight (68) days in advance of Petroleum Operations being conducted in the Operational Area a written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of the proposed Work Program, 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.

8.2 Prior to the expiration of fourteen (14) days (or such other period as the parties agree) after the Company has requested a Clearance and provided the particulars of its proposed Work Program in accordance with item 8, the Company and ALMAC by their respective representatives and advisors, shall meet. The purpose of such meeting shall be:

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

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

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

8.3 If ALMAC is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to item 8.1, ALMAC may, prior to the proposed commencement of Petroleum Operations request the Company to provide and the Company shall provide, reasonable further particulars of such proposed operations.

8.4 ALMAC may object to the proposed Petroleum Operations referred to in item 8.1, provided:

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

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

8.5 In the event that ALMAC has a specific objection to any part of the particulars of the Petroleum Operations supplied by the Company under item 8.1, or to any substantial change therein of which notice has been given under item 8.8:

(a) ALMAC shall refer such objection for resolution pursuant to item 24 within fourteen (14) days of being supplied with such particulars or given such notice;

(b) that part of the existing, intensified or changed operational program to which objection is taken shall not commence until the objection is resolved pursuant to item 24;

(c) provided always that objection may only be taken where the matter objected to is likely to have a material adverse impact upon or cause substantial disturbance to native title rights in the Licence Area.

(d) if no such specific objection is raised within the said fourteen (14) day period by ALMAC, the Company may proceed on the basis that the particulars provided by the Company pursuant to this item 8 constitute the details of the Work Program for its Petroleum Operations.

8.6 Where ALMAC receives a request for Clearance pursuant to item 8.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work program is substantially similar to the current request) in accordance with the terms and conditions of this Schedule, ALMAC shall by notice in writing within two (2) weeks of the request notify the Company that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Schedule and subject to any conditions applicable to that Clearance.

8.7 There can be no material modification or alteration of any part of a Work Program without the written consent of ALMAC. For this purpose "***material modification or alteration***" means a modification or alteration:

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

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

8.8 The Company shall give notice to ALMAC if the Company at any time propose to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with item 11.6.

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

(a) pursuant to item 8.1, and no Clearance is conducted within 68 days (or such later time as the parties agree in writing); or

(b) pursuant to item 8.1 for the circumstances set out in item 11.6(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or

(c) pursuant to item 8.8 for the circumstances set out in item 11.6(c) and no Clearance is conducted within 2 days (or such later time as the parties agree in writing)

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

9. Inspection and Clearance

9.1 The parties shall conduct all activities under this clause in accordance with Annexures A and B.

9.2 The parties acknowledge that this Schedule 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.

9.3 The Company will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Company's representative shall:

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

(b) where possible, relocate these where, upon advice from the Scouting Team, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and

(c) have authority to agree any conditions with the Scouting Team so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to item 11 hereof.

9.4 The Company's representative shall accompany the Scouting Team when required to do so subject to the Scouting Team's ability to exclude the Company's representative from its internal discussions and deliberations in the field.

9.5 In the event that a proposed Operational Area is not cleared by the Scouting Team the Specialist shall advise the Company's representative to that effect and the Company's representative may propose alternative Operational Areas during the course of the Clearance provided that:

(a) any such alternative Operational Areas do not constitute a material modification or alteration to the Work Program referred to in item 8.8; 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.

9.6 Subject to the *Aboriginal Heritage Act 1988 (South Australia)* the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by ALMAC pursuant to this Schedule in which case neither the Native Title Party nor ALMAC shall complain that Petroleum Operations conducted in accordance with items 8, 9,10, and 11 hereof interfered with any Areas of Significance. The Company shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

9.7 The Company will:

(a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with items 9, 10 and 11 and Annexure A;

(b) comply with the conditions of the Clearance (as referred to in item 9); and

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

10. Scouting Team

10.1 At the cost of the Company in accordance with a Budget, the Native Title Party and ALMAC will identify and ALMAC will organise the members of a Scouting Team for the purposes of this item 10 and Annexure A and will ensure that the Scouting Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed Work Program in accordance with Annexure A.

10.2 Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Scouting Team shall be to:

(a) determine whether the seismic lines, access roads or Work Sites or any other activities described in the Work Program are likely to disturb, damage, or interfere with Areas of Significance;

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

(c) show reasonable diligence in preparing for and carrying out such work while the Company meets its obligations pursuant to this Agreement; and

(d) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Company's Petroleum Operations.

10.3 Scouting Team Composition

The Scouting Team will comprise:

(a) up to two (2) qualified Specialists of appropriate gender to be engaged by the Representative Corporation with the concurrence of the Company (which concurrence will not be unreasonably withheld); and

(b) the number of persons required to ensure the integrity of the Clearance up to a maximum of eight (8) persons consisting of such numbers of men and women as thought by the Native Title Party and the Representative Corporation to be appropriate in accordance with Aboriginal culture and tradition.

10.4 In respect of a Clearance or part of a Clearance relating to the Overlap Area or part of the Overlap Area, ALMAC shall, at the request of the Company give due consideration to whether it is appropriate and/or practical to carry out the Clearance in conjunction with the Overlapping Claimants and shall further consider, in all the circumstances, whether it is appropriate to appoint a lesser number of members to the Scouting Team and/or to appoint the Specialist(s) jointly with the Overlapping Claimants to assist in conducting the Clearance in that area. ALMAC agrees, at the request of the Company, to consult with the Company about a joint Scouting Team not later than the start of negotiations for setting a Budget in accordance with item 12.

11. Reports

11.1 ALMAC must promptly notify the Company upon completion of a Clearance and as soon as practicable but not later than fourteen (14) days after the completion of the Clearance, the Native Title Party and ALMAC must provide a Report (through a Specialist) to the Company.

11.2 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 items 9.5 and 10.2(b);

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

(d) be signed by the Specialists.

11.3 Nothing in this Schedule compels the Native Title Party nor any member of the Scouting Team or ALMAC to disclose to the Company or to the Company's representative the location of Areas of Significance or any Cultural Confidences whatsoever with respect to the Licence Area.

11.4 The Native Title Party shall ensure that any Aboriginal persons accompanying the Scouting Team shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.

11.5 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.

11.6 In the event that the Company has obtained a Clearance pursuant to this Agreement and subsequent events cause the Company to require any material modification or alteration (as defined in item 8.7) to any part of the program of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:

(a) the Company shall notify ALMAC 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 Schedule;

(b) in such cases (other than circumstances set out in the next sub-paragraph of item 11.6) the Native Title Party and ALMAC shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Company in writing of its consent to such material modification or alteration or ensuring the commencement by a Scouting Team of the inspection for Clearance of those areas as requested by the Company; and

(c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by the Company in accordance with sub-paragraph(a) of this item 11.6 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

12. Budgets and Payment by the Company for Clearance Work

12.1 ALMAC must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to item 8.1 submit to the Company a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Company and ALMAC to negotiate and agree a Budget.

12.2 Budgets must be proposed in substantially the form set out in Annexure C and be negotiated, agreed and adopted by the Company and ALMAC in writing within seven (7) days of ALMAC providing a proposed Budget to the Company.

12.3 The Company will make payment of expenditure in accordance with the agreed Budget to ALMAC as follows:

(a) Budgeted costs in respect of Scouting Team member attendance, travel and accommodation costs, at the conclusion of the Clearance; and

(b) Specialist attendance, travel and accommodation costs within fourteen (14) days of receiving an invoice in respect of the same; and

(c) Administration costs, within fourteen (14) days of receipt of the Report and an invoice of all expenditure.

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

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

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

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

in accordance with the Budget

12.5 In the event that there are at any time more persons forming part of the Scouting Team than specified in the Budget then the Company shall not be responsible for the expense of the additional person, unless otherwise agreed between the parties.

12.6 All monies payable by the Company pursuant to a Budget shall be paid to

ALMAC or to any legal representative from time to time notified by the Native Title Party to the Company. A receipt from the ALMAC or such legal representative shall be a full and sufficient discharge to the Company for any payments so made.

12.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Company and any Aboriginal person forming part of any Scouting Team arises by virtue of this Schedule, and that nothing contained in this Schedule will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Company. The Native Title Party and ALMAC 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 ALMAC engages or retains any person for the purposes of performing its obligations under this Schedule.

12.8 ALMAC will be responsible for the administration of all matters relevant to the conduct of the Clearance, including:

(a) mobilisation of the Scouting Team members, travel budget receipts and disbursement of funds, and liaison with the Specialist; and

(b) taking all practical steps to ensure that the Aboriginal members of the Scouting Team are covered by a group personal accident insurance policy maintained by the State of South Australia in connection with Aboriginal heritage surveys.

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

12.10 The Company may nominate the use of such of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.

13. Removal of Employees

13.1 Unless ALMAC otherwise agrees, the Company shall take all reasonable steps to ensure prompt removal from the Licence Area of any contractor, employee, agent, or visitor of the Company, who:

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

(b) has recklessly or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with items 9, 10 and 11 and Annexure A except where there is no damage to the interests of the Native Title Party; and

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

13.2 In the event of a dispute between ALMAC and the Company as to whether a person has acted in a manner justifying the removal from the Licence Area the matter shall be referred pursuant to item 24 for resolution.

14. Instruction in Aboriginal Culture

14.1 The Company will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by this Schedule to ensure those person have an awareness and an understanding of:

(a) native title;

(b) their obligations under the *Aboriginal Heritage Act 1988 (South Australia), the Aboriginal and Torres Strait Islander Heritage Protection Act (1984) (Cth), the Native Title Act* and this Agreement in relation to avoiding disturbance, damage and interference to any Area of Significance; and

(c) any other matters of which those persons are required to be cognisant by this Schedule.

14.2 Appropriate education for the purposes of item 14.1 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.

14.3 A Specialist to be engaged for the purpose of carrying out the education functions specified in this item shall be nominated by the Company with the concurrence of ALMAC (which concurrence shall not be unreasonably withheld).

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

14.5 The Company shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Company.

14.6 The Company shall consult and have regard to the views of ALMAC in relation to the formulation and presentation of the instruction referred to in item 14.5.

14.7 ALMAC shall, whenever so requested by the Company give all reasonable assistance to the Company in attaining the objectives of this item and shall be reimbursed by the Company for all reasonable expense incurred by it in so doing.

15. Company Covenants

The Company covenants with the Native Title Party that:

15.1 in connection with the conduct of Petroleum Operations by it on the Licence Area, the Company shall, in accordance with Applicable Law:

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

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

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

15.2 where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Claim Group, ALMAC and persons accompanying them, relevant:

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

(b) Induction procedures to meet all necessary workplace health and safety requirements

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

15.3 if at any time in the course of carrying out Petroleum Operations the Company (despite a Clearance) identifies any burial site or any archaeological or historical site or object, or any site or object which the Company suspects to be an Area of Significance or Aboriginal object or remains, then in addition to obligations under the *Aboriginal Heritage Act*

1988 (South Australia) and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)* the Company will promptly report the location of such site or object to ALMAC.

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

16. Native Title Party' Covenants

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

16.1 not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with this Schedule or any other agreement between the parties;

16.2 not lodge or make any objection to any grant to the Company pursuant to the Petroleum Act unless the Company is and continues to be in breach of an Essential Term;

16.3 actively support the Company's efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions thereof) as are or will be necessary to support the interests of the Company in furthering the Project under any current, new or amended legislation, unless the Company is and continues to be in breach of an Essential Term;

16.4 actively assist the Company where a Native Title Claim is made by any Aboriginal person not bound by this Schedule over:

(a) any part of the Licence Area; or

(b) any other area utilised or intended to be utilised in relation to the Project

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

16.5 refrain from doing any act which would impede, hinder or prevent the Company from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Schedule; and

16.6 in the course of performing their obligations pursuant to this agreement observe all Applicable Law.

17. Rights of the Native Title Party

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

17.2 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.

17.3 The use of roads in accordance with this item shall be subject to reasonable control by the Company for the purpose of safety and to priority of use by the Company for the purpose of Petroleum Operations without the Company undertaking any liability for such use.

17.4 ALMAC shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Native Title Party's and ALMAC's obligations under this Schedule save that any Specialist engaged by ALMAC for assistance with Clearances must be engaged with the concurrence of the Company in accordance with item 10.3(a).

18. Rights of the Company

18.1 The Company's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms and conditions of Licences granted.

18.2 In the exercise of that right the Company undertakes to observe and perform the terms of this Schedule and neither the Native Title Party nor ALMAC will cause the Company disturbance or interruption in the course of exercising that right and the discharge of the Company's legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.

18.3 In the event of any emergency situation occurring on a Licence Area at any time the Company may take such measures as it considers necessary in the circumstances in which case the provisions contained in items 9, 10 and 11

and Annexure A do not apply. The Company shall notify as soon as reasonably practicable, ALMAC of the emergency situation, and after the emergency consult with ALMAC in relation to further measures to be taken in respect thereof.

19. Reversion of Infrastructure

Within the period of twelve (12) calendar months (or such other time as may be agreed between the parties) after the Company ceases to have any right to conduct operations in the Licence Area, the Company shall remove from the Licence Area all surface infrastructure or facilities constructed for the purposes of Petroleum Operations, which (subject to the Petroleum Act) are capable of removal other than those which the Company, any lessee of the land containing the Licence Area, all government regulatory agencies, ALMAC (and in the case of infrastructure located within the Overlap Area, the Overlapping Claimant Group) agree may remain thereon.

20. Field Development and Production

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

21. Force Majeure

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

(a) the cause of the force majeure as far as possible shall be remedied

with all reasonable dispatch by such party; and

(b) neither party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.

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

22. Confidential Information

22.1 The Company agrees to keep confidential each and every Cultural Confidence of which it becomes aware.

22.2 The Native Title Party and ALMAC agree to keep confidential all aspects of the Company's activities pertaining to a Licence of which it becomes aware provided that such information may be disclosed to a specialist for the purpose of writing a Report.

23. Goods and Services Tax

23.1 Subject to item 23.3 the Company must pay to ALMAC in respect of any taxable supply made to the Company pursuant to or in connection with this Schedule an amount equal to any GST which is payable by ALMAC.

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

(a) the amount that would otherwise be payable under this Schedule in respect of the taxable supply if the GST payable were nil, by

(b) the prevailing rate of GST for that taxable supply.

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

23.4 For the purposes of the GST Act, the Company shall be regarded as having requested a tax invoice from ALMAC 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.

23.5 If an adjustment event has occurred in respect of a supply made pursuant to or in connection with this Agreement, the party that becomes aware of the

adjustment event agrees to notify the other party on becoming aware of the adjustment event, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than 21 days after ALMAC becomes aware that the adjustment event has occurred.

23.6 ALMAC will issue to the Company an adjustment note in respect of a supply that is subject to an adjustment event covered by item 23.5 of this clause. Such adjustment note will be issued no later than 21 days after ALMAC becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.

23.7 Any disputes between the parties in relation to the operation or interpretation of this item shall be dealt with in accordance with the dispute resolution procedures in item 24 of this Agreement.

23.8 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.

23.9 In this item 23:

(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 ALMAC or of the Company or the settlement of any dispute (including a dispute with the Commissioner of Taxation);

(b) **"Adjustment Note", "GST", "Price", "Supply" "Tax Invoice"** and **"Taxable Supply"** have the same meanings as ascribed to those terms from time to time in the GST Act;

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

24. Dispute Resolution

24.1 **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.

24.2 **Priority of Procedures**
Unless otherwise provided in this Schedule, if a dispute arises between the parties concerning this Schedule 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.

24.3 **Notice of Dispute**
Any party claiming that a dispute has arisen under this Schedule between the Company and either or both of the Native Title Party and ALMAC ("**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.

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

24.5 **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 item 24.4 investigate, negotiate and endeavour to settle the dispute.

24.6 **Mediation**

(a) If, within one (1) month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Annexure D 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 (14) days, the mediator shall be appointed by the Minister for the time being responsible for the administration of the *Petroleum Act.*

(b) The Minister (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:
(1) for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
(2) the statutory obligations and commercial imperatives of the Company;

and shall take account of the fact that this Agreement constitutes a cross-cultural commercial agreement.

(c) The mediator, in conducting the mediation shall have regard to:
(1) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
(2) the statutory obligations and commercial imperatives of the Company.

(d) If within one (1) month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one (1) month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.

(e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.

(f) None of the parties may commence court proceedings or arbitration concerning this Schedule unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Schedule may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory itself.

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

24.7 **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.

25. Cessation of Activities

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

25.2 A surrender under item 25.1 is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.

25.3 Subject to the Minister's right to require a Company to undertake rehabilitation, notwithstanding that a licence is no longer held by the Company in relation to that land, the Company shall cease Petroleum

Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.

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

(a) the Company shall pay to ALMAC any monies then payable or accrued which are due to ALMAC pursuant to this Schedule; 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 Schedule;

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

25.6 The parties obligations under items 7.1, 7.2 7.4, 15, 19 and 22 shall to the extent referred to therein survive any termination of this Schedule.

26. Employment Opportunities

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

Annexure A:
Clearance Procedures

1. ALMAC 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 item 10 of Schedule 4. The composition of the Scouting Team or Teams may vary from time to time as determined by the Native Title Party in consultation with the Company provided that the Scouting Team or Teams will at no time comprise more than 8 members of the Native Title Claim Group.

2. ALMAC 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 item 10.3(a) of Schedule 4, will co-ordinate the Scouting Teams provided for in item 10 of Schedule 4 and will be responsible for conveying the results of the Scouting Team's inspections and assessments for Clearance of the Company's proposed Petroleum Operations under the terms of Schedule 4.

4. Subject to the terms of Schedule 4 the Native Title Party and ALMAC will ensure that a Scouting Team is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by the Company in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and ALMAC will ensure that the Scouting Team operates on a regular work schedule that coincides with and accommodates the Company's work schedule.

5. ALMAC will arrange suitable camping facilities for the Scouting Team.

6. ALMAC in consultation with the Native Title Party will ensure that persons who are members of the Native Title Claim Group (but in any event not exceeding the number of persons agreed with the Company) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.

7. The Company will provide or will arrange for the hire of sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Scouting Team while it is undertaking the inspection and Clearance process.

8. The Company will reimburse ALMAC in accordance with an agreed plan and Budget for ALMAC's reasonable costs for:

   8.1 Employing the services of the persons comprising the Scouting Team; and

   8.2 Providing food, accommodation and/or camping facilities and food to the Scouting Team;

in accordance with a Budget provided under Schedule 4.

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

10. **Remuneration**

10.1 ***Scouting Team Members***

(a) Consultant fully qualified anthropologist – such daily rate as is agreed between the Company and the Specialist from time to time; and

(b) Claim Group member - $350.00 per day including necessary travelling time to and from a Licence Area, adjusted from time to time in accordance with paragraph 11.

10.2 ***Food for Scouting Team:***

The Company will pay to ALMAC the sum of $35.00 per day adjusted from time to time in accordance with paragraph 11 by way of camping and food allowance in respect of each member of the Scouting Team for each day that such member is on duty in the Licence Area or travelling to or from the Licence Area.

11. **CPI Review**

The Payment set out in Clause 10.1(b) and 10.2 shall be adjusted not more than bi-annually in accordance with increases or decreases in the Consumer Price Index (all groups) for Adelaide during the period between the Commencement Day and the date of such review or between the date of such review and the most recent previous review under this paragraph 11 (as the case may be).

Annexure B - Schedule of Events

Item	Events	Party responsible	Maximum period for Events (days)	Maximum cumulative Elapsed days
1	The Company submits request and proposed Work Program to Native Title Party *(item 8.1)*	The Company	Not applicable	0
2	Preliminary meeting *(Item 8.2)*	The Company and ALMAC	14	14
3	ALMAC arranges for 1 Anthropologist 2 Scouting Team 3 Proposed Clearance plan and Budget and presents to the Company *(Items 10 and 12.1)*	ALMAC	7	21
4	Clearance plan and Budget meeting, Plan and Budget agreed *(Items 12.1 and 12.2)*	The Company and ALMAC	7	28
5	Scouting Team and field logistics organised and Scouting Team mobilised to the field *(Item 10.1)*	ALMAC	12	40
6	Scouting Team completes field work and de-mobilises, notifies the Company *(Item 11.1)*	ALMAC	14	54
7	Report delivered to the Company *(Item 11.1)*	ALMAC	14	68

Annexure C to Schedule 4 - 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				
1	**TOTAL PERSONNEL**						
	Accommodation & Logistics						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
3	**TOTAL ACCOMMODATION AND LOGISTICS**						
	Communications & Reporting: an allowance equivalent to 5% of total attendance fees payable to Scouting Team members						
4	**TOTAL ADMINISTRATION**						
5	**SUB - TOTAL**						
6	Contingency						
7	**GST**						
8	**GRANT TOTAL**						

Guidelines to Mediation

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to item 24 of Schedule 4.

1. **Role of Mediator**

   1.1 The mediator will be neutral and impartial. The mediator will assist the parties to attempt to resolve the dispute by helping them to:
   (a) systematically isolate the issues in dispute;
   (b) develop options for the resolution of those issues;
   (c) explore the usefulness of these options; and
   (d) meet their interests and needs.

   1.2 The mediator may meet with the parties together or separately.

   1.3 The mediator will not give legal or other professional advice to any party, impose a resolution on any party or make a decision for any party.

   1.4 The mediator will not accept an appointment in relation to any proceedings concerning the dispute.

   1.5 Neither party will take action to cause the mediator to breach paragraph 1.4.

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

3. **Co-Operation**
   The parties must cooperate in good faith with the mediator and each other during the mediation.

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

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

6. **Communications between Mediator and Parties**
   Any information disclosed to a mediator in private is to be treated as confidential by the mediator unless the party making the disclosure states otherwise.

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

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

8.1 any settlement proposal whether made by a party or the mediator;

8.2 the willingness of a party to consider any such proposal;

8.3 any statement made by a party or the mediator during the mediation; and

8.4 any information prepared for the mediation.

9. **Termination of the Mediation**
A party may terminate the mediation at any time after consultation with the mediator.

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

11. **Enforcement of the Settlement Agreement**
Any party may enforce the terms of the settlement agreement by judicial proceedings. Any party may call evidence:

11.1 for the purposes of this clause; and

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

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

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

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 117, 118, 119, 120, 121, 122, 123 and 124

1. These Licences granted on 3 October 2006 are hereby entered on the public register.

2. Interests in the licence are:-

SAPEX Limited	100%

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: 3 October 2006

Ref: 27/2/202
27/2/203
27/2/204
27/2/205
27/2/378
27/2/379
27/2/380
27/2/381

Petroleum Act 2000

PETROLEUM EXPLORATION LICENCE
PEL 117

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:

SAPEX Limited
ACN 093 661 164

(hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, to have effect for a term of five years and to expire on 2 OCTOBER 2011 and carrying the right to two further renewals subject to the provisions of the *Petroleum Act 2000*.

BAG

DESCRIPTION OF AREA

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

CONDITIONS

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

Year of Term of Licence	Minimum Work Requirements
One	Geological and Geophysical Studies
Two	Drill one well Seismic Acquisition
Three	Drill one well
Four	Geological and Geophysical Studies Seismic Acquisition
Five	Geological and Geophysical Studies

2. In the event that the Licensee during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.

3. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of $50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security"). 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) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars ($20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;

   (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars ($10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;

   (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).

5. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.

6. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 8 of the Deeds dated 3 October 2006 between the Licensee, the Minister and the Antakirinja Matu-Yankunytjatjara Native Title Claim Group, the Arabunna People's Native Title Claimant Parties and the Yankunytjatjara/Antakirinja Native Title Holders, entered into for the purposes of Section 31 of the *Native Title Act 1993.*

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

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

Date: 3 OCTOBER 2006

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: 3 Oct. 2006 2006

Authorised Representative

M. J. ANDREJEWSKIS

Name

Managing Director

Position

SAPEX Limited

Company

Witness

ABIGAIL STEED

Name

SOLICITOR

Position

Company

PETROLEUM EXPLORATION LICENCE

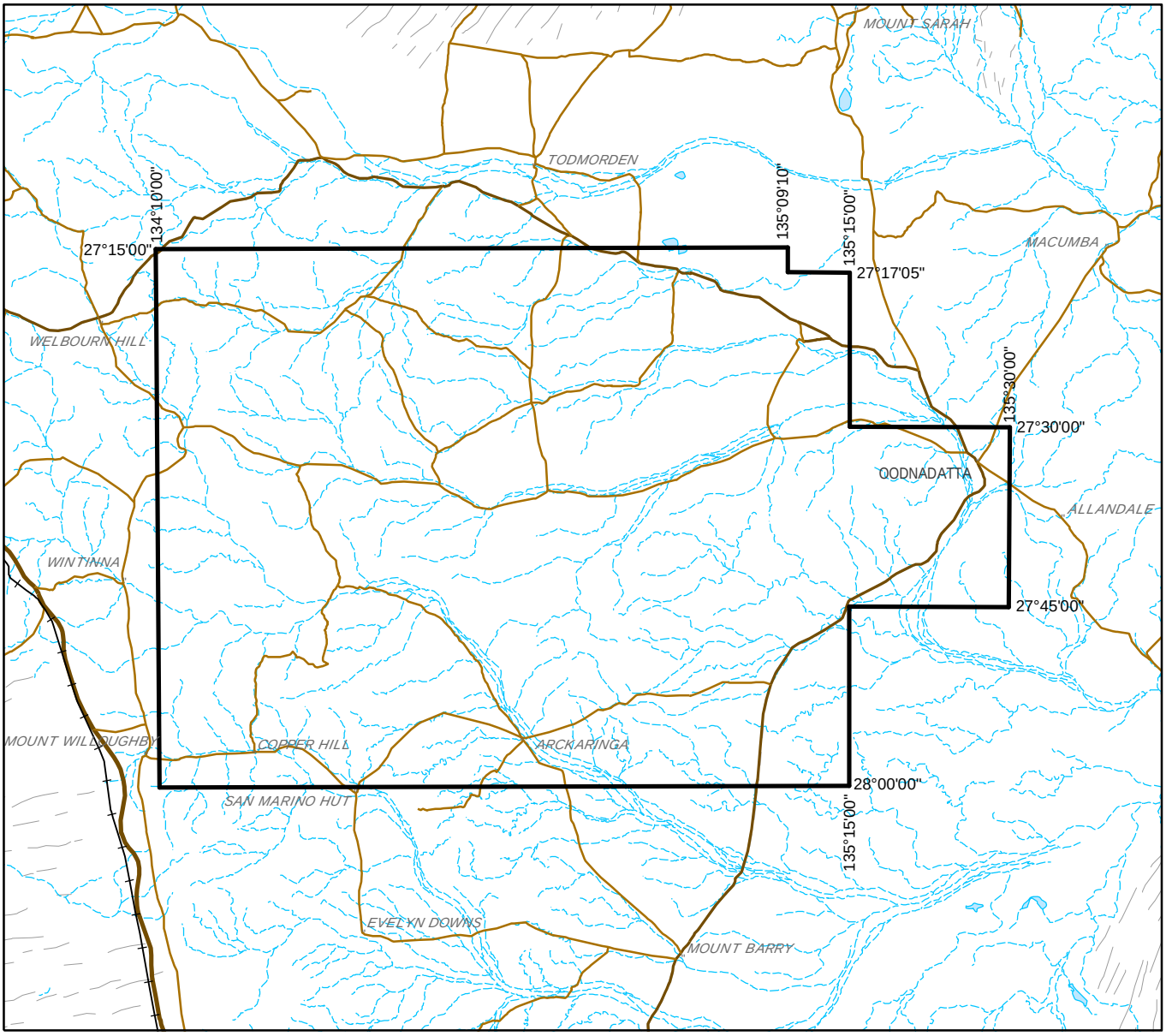
PEL 117

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°15'00"S GDA94 and longitude 134°10'00"E AGD66, thence east to longitude 135°09'10"E GDA94, south to latitude 27°17'05"S GDA94, east to longitude 135°15'00"E GDA94, south to latitude 27°30'00"S GDA94, east to longitude 135°30'00"E GDA94, south to latitude 27°45'00"S GDA94, west to longitude 135°15'00"E GDA94, south to latitude 28°00'00"S GDA94, west to longitude 134°10'00"E AGD66, and north to the point of commencement.

AREA: **9515** square kilometres approximately.



SCALE 1:1 000 000

20 10 0 20 40 60

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 Australian Geodetic Datum (AGD66), the Geocentric Datum of Australia (GDA94) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 117