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|-----|------------------|---|
| 1. | 13 April 2007 | Petroleum Exploration Licence PEL 139 granted |
| | | Interests: Standard Oil Pty Ltd 50%
Dawnpark Holdings Pty Ltd 50% |
| | | Expiry Date: 12 April 2012 |
| 2. | 13 April 2007 | Memorandum entering Deed pursuant to Section 31 of the <i>Native Title Act 1993</i> dated 9 December 2003 between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Antakirinja People and the Yankunytjatjara Antakirinja People, Dawnpark Holdings Pty Ltd and Standard Oil Pty Ltd, and Antakirinja Land Management (Aboriginal Corporation) is hereby entered on the Public Register. |
| 3. | 19 April 2007 | Gazettal of Grant of Licence. |
| 4. | 4 August 2008 | Variation of work program |
| 5. | 4 August 2008 | Memorandum entering variation of work program on the public register. |
| 6. | 2 September 2008 | Memorandum entering receipt of security on the public register. |
| 7. | 19 December 2008 | Memorandum entering the notation of the following registrable dealing on the public register.

Farmout Agreement dated 16 July 2008 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Energy Pty Ltd and Ahava Holdings Pty Ltd.
SA 2008-29 |
| 8. | 31 March 2009 | Division of PEL 139 licence area, so forming PEL 499 and PEL 500, and revocation of PEL 139. |
| 9. | 31 March 2009 | Memorandum entering the grant of PEL 500 on the public register. |
| 10. | 31 March 2009 | Petroleum Exploration Licence PEL 500.

Interests: Standard Oil Pty Ltd 50%
Dawnpark Holdings Pty Ltd 50%

Expiry Date: 12 April 2012 |
| 11. | 31 March 2009 | Memorandum entering suspension of licence on the public register. |

12. 31 March 2009 Suspension of licence.

Expiry Date: 12 April 2013
13. 2 April 2009 Gazettal of Grant of PEL 500.
14. 2 April 2009 Gazettal of suspension of PEL 500.
15. 16 July 2009 Memorandum entering notation of revision to security arrangements on the public register.
16. 15 September 2009 Memorandum entering notation of revision to security arrangements on the public register.
17. 7 October 2009 Memorandum entering notation of the following registrable dealings on the public register.

Farmout Amendment Agreement dated 21 August 2009 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Resources Pty Ltd, Ahava Holdings Pty Ltd, Ahava Energy Pty Ltd, Ahava Welbourn Energy Pty Ltd, Ahava Wintinna Energy Pty Ltd and Ahava Trainor Energy Pty Ltd.

Ref: SA 2009-44

Deed of Assignment – PEL 500 dated 21 August 2009 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd and Ahava Wintinna Energy Pty Ltd.

Ref: SA 2009-47

Interests in the licence:
Ahava Wintinna Energy Pty Ltd 100%
18. 24 March 2010 Memorandum entering suspension of licence on the public register.
19. 24 March 2010 Suspension of licence.

Expiry Date: 12 April 2014
20. 1 April 2010 Gazettal of suspension of PEL 500.
21. 7 January 2011 Memorandum entering notation of the following document on the public register.

Native Title Deed of Assignment – Petroleum Exploration Licence 500 dated 2009 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd and Ahava Wintinna Energy Pty Ltd.

Ref: SA 2011-02
22. 18 March 2011 Suspension of licence for the period from and including 1 April 2011 to 31 March 2012.

23. 18 March 2011 Memorandum entering the suspension of licence on the public register.
24. 24 March 2011 Gazettal of suspension of licence.
25. 7 September 2011 Memorandum entering notation of the following registrable dealings on the public register.

Farmout Amendment Agreement - Further Amendment dated 16 October 2009 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Resources Pty Ltd, Ahava Holdings Pty Ltd, Ahava Energy Pty Ltd, Ahava Welbourn Energy Pty Ltd, Ahava Wintinna Energy Pty Ltd and Ahava Trainor Energy Pty Ltd.
Ref: SA 2011-58

Farmout Amendment Agreement - Second Further Amendment and Novation dated 3 August 2010 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Resources Pty Ltd, Ahava Holdings Pty Ltd, Ahava Energy Pty Ltd, Ahava Welbourn Energy Pty Ltd, Ahava Wintinna Energy Pty Ltd and Ahava Trainor Energy Pty Ltd.
Ref: SA 2011-59

Variation Deed - Farmout Agreement dated 28 March 2011 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Holdings Pty Ltd, Ahava Energy Pty Ltd, Ahava Welbourn Energy Pty Ltd, Ahava Wintinna Energy Pty Ltd and Ahava Trainor Energy Pty Ltd.
Ref: SA 2011-60
26. 7 May 2012 Suspension of licence for the period from and including 1 April 2012 to 31 March 2013.

Expiry Date: 11 April 2016
27. 7 May 2012 Memorandum entering the suspension of licence on the public register.
28. 10 May 2012 Gazettal of suspension of licence.
29. 18 May 2012 Memorandum entering notation of receipt of security on the public register.
30. 7 May 2012 Suspension of licence for the period from and including 1 April 2013 to 31 March 2014.

Expiry Date: 11 April 2017
31. 7 May 2012 Memorandum entering the suspension of licence on the public register.
32. 10 May 2012 Gazettal of suspension of licence.

33. 21 February 2014 Suspension of licence for the period from and including 1 April 2014 to 31 March 2015.
- PEL 500 is now due to expire on 11 April 2018.
34. 21 February 2014 Memorandum entering suspension of licence on the public register.
35. 27 February 2014 Gazettal of suspension of licence.
36. 6 February 2015 Suspension of licence for the period from and including 1 April 2015 to 31 March 2016.
- PEL 500 is now due to expire on 12 April 2019.
37. 6 February 2015 Memorandum entering suspension of licence on the public register.
38. 12 February 2015 Gazettal of suspension of licence.
39. 16 February 2016 Suspension of licence for the period from and including 1 April 2016 to 31 March 2017.
- PEL 500 is now due to expire on 11 April 2020.
40. 16 February 2016 Memorandum entering suspension of licence on the public register.
41. 25 February 2016 Gazettal of suspension of licence.
42. 2 March 2017 Suspension of licence for the period from and including 1 April 2017 to 31 March 2018.
- PEL 500 is now due to expire on 11 April 2021.
43. 2 March 2017 Memorandum entering suspension of licence on the public register.
44. 14 March 2017 Gazettal of suspension of licence.
45. 4 April 2018 Suspension of licence for the period from and including 1 April 2018 to 31 March 2019.
- PEL 500 is now due to expire on 11 April 2022.
46. 4 April 2018 Memorandum entering suspension of licence on the public register.
47. 10 April 2018 Gazettal of suspension of licence.

48. 26 June 2019 Suspension of licence for the period from and including 1 April 2019 to 31 March 2020.
- PEL 500 is now due to expire on 12 April 2023.
49. 26 June 2019 Memorandum entering suspension of licence on the public register.
50. 4 July 2019 Gazettal of suspension of licence.
51. 21 May 2020 Suspension of licence for the period from and including 1 April 2020 to 31 March 2021.
- PEL 500 is now due to expire on 11 April 2024.
52. 21 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.

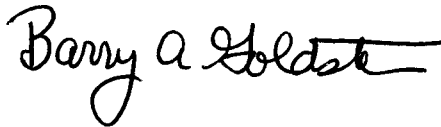
Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 143, 499 and 500

GAS STORAGE EXPLORATION LICENCES
GSELs 584, 585, 586 and 587

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



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

Date: 21 May 2020

Ref: F2013/000140
F2013/000117
MER-2017/0515
F2011/000443

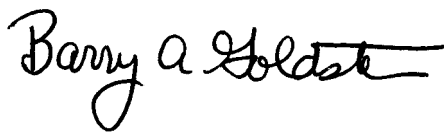
Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

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 licence PEL 500 for the period from 1 April 2020 to 31 March 2021 inclusive.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 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

* Riverine Recovery Program

This Notice will remain in effect until 30 June 2020, unless earlier varied.

Dated: 2 July 2019

BEN BRUCE
Executive Director
Water and River Murray
Department for Environment and Water
Delegate of the Minister for Environment and Water

NOTICE TO MARINERS

NO. 22 OF 2019 (TEMPORARY)

South Australia – Spencer Gulf – Blanche Harbor – Light not Working

Mariners are advised that the navigation light (Fl R 3s) on port beacon no. 16 in position 32° 40' 05.03" S, 137° 45' 51.66" E north of Blanche Harbor in Spencer Gulf is not working. The light will be replaced by late July 2019.

Mariners are advised to navigate with extreme caution in the vicinity.

Chart affected: Aus 778

Dated: 27 June 2019

GORDON PANTON
Manager Maritime Safety
Department of Planning, Transport and Infrastructure

2017/02277/01
www.dpti.sa.gov.au

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

*Suspension of Petroleum Exploration Licences PELs 138, 143, 147, 148, 499 and 500
and*

Gas Storage Exploration Licences GSELs 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586 and 587

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Exploration Licences have been suspended under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 29 June 2018.

- Petroleum Exploration Licence (PEL) 138 has been suspended for the period from 24 August 2018 to 23 August 2019 inclusive.
The expiry date of PEL 138 is now determined to be 15 April 2023.
- Petroleum Exploration Licence (PEL) 143 has been suspended for the period from 16 February 2019 to 15 February 2020 inclusive.
The expiry date of PEL 143 is now determined to be 14 May 2024.
- Petroleum Exploration Licences (PELs) 147 and 148, and Gas Storage Exploration Licences (GSELs) 576, 577, 578, 579, 580, 581, 582 and 583 have been suspended for the period from 22 August 2018 to 21 August 2019 inclusive.
The expiry date of PELs 147 and 148 and GSELs 576, 577, 578, 579, 580, 581, 582 and 583 is now determined to be 27 July 2024.
- Petroleum Exploration Licence (PEL) 499 has been suspended for the period from 15 February 2019 to 14 February 2020 inclusive.
The expiry date of PEL 499 is now determined to be 11 January 2021.
- Petroleum Exploration Licence (PEL) 500 has been suspended for the period from 1 April 2019 to 31 March 2020.
The expiry date of PEL 500 is now determined to be 12 April 2023.
- Gas Storage Exploration Licences (GSELs) 584, 585, 586 and 587 have been suspended for the period from 15 February 2019 to 14 February 2020 inclusive.
The expiry date of GSELs 584, 585, 586 and 587 is now determined to be 14 May 2024.

Dated: 26 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 138, 143, 147, 148, 499 and 500

GAS STORAGE EXPLORATION LICENCES
GSELs 576, 577, 578, 579, 580, 581, 582,
583, 584, 585, 586 and 587

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: 26 June 2019

Ref: MER-2016/0995
F2013/000140
MER-2016/0997
MER-2016/0998
F2013/000117
MER-2017/0515
F2011/000368
F2011/000369
F2011/000443

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

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 licence PEL 500 for the period from 1 April 2019 to 31 March 2020 inclusive.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 12 April 2023.

Dated: 26 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

Suspension of Petroleum Exploration Licence PEL 81

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 1 April 2018 until 31 March 2019, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 81 is now determined to be 23 June 2020.

Dated: 4 April 2018

BARRY A. GOLDSTEIN
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 143 and
Gas Storage Exploration Licences GSEs 584, 585, 586 and 587*

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 16 February 2018 to 15 February 2019, and the abovementioned Gas Storage Exploration Licences have been suspended for the period from and including 15 February 2018 until 14 February 2019, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 143 is now determined to be 15 May 2023.

The expiry date of GSEs 584 - 587 is now determined to be 15 May 2023.

Dated: 4 April 2018

BARRY A. GOLDSTEIN
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 499

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 15 February 2018 until 14 February 2019, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 499 is now determined to be 12 January 2020.

Dated: 4 April 2018

BARRY A. GOLDSTEIN
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 500

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 1 April 2018 until 31 March 2019, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 500 is now determined to be 11 April 2022.

Dated: 4 April 2018

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

ROADS (OPENING AND CLOSING) ACT 1991

SECTION 24

*Notice of Confirmation of Road Process Order
Road Closure – Saverbier Road, the Range*

BY Road Process Order made on 7 March 2017, the City of Onkaparinga ordered that:

1. The unmade Saverbier Road, situated adjacent Thomas Hill Road and adjoining Allotment 82 in Filed Plan 153168, Hundred of Willunga and more particularly delineated and lettered 'A' and 'B' in Preliminary Plan 16/0023 be closed.
2. Transfer that portion of the land subject to closure lettered 'A' to Ross Leslie Darling and Jane Mary Darling in accordance with the Agreement for Transfer dated 1 March 2017 entered into between the City of Onkaparinga and Ross Leslie Darling and Jane Mary Darling
3. Issue a Certificate of Title to the City of Onkaparinga for that portion of land subject to closure lettered 'B', which land is being retained by the City of Onkaparinga.

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 143, 499 and 500

and

GAS STORAGE EXPLORATION LICENCES
GSELs 584, 585, 586 and 587

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



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

Date: 4 April 2018

Ref: 27/2/563
F2011/000443
F2013/000117
F2013/000140

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

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

- (a) suspend petroleum exploration licence PEL 500 for the period from and including 1 April 2018 to 31 March 2019.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 11 April 2022.

Dated: 4 April 2018



BARRY A. GOLDSTEIN
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 500

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 1 April 2017 until 31 March 2018, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 500 is now determined to be 11 April 2021.

Dated 2 March 2017.

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 143, 499 and 500

and

GAS STORAGE EXPLORATION LICENCES
GSELs 584, 585, 586 and 587

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



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

Date: 2 March 2017

Ref: 27/2/563
F2011/000443
F2013/000117
F2013/000140

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

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 500 for the period from and including 1 April 2017 to 31 March 2018.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 11 April 2021.

Dated: 2 March 2017



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 500

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 1 April 2016 until 31 March 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 500 is now determined to be 11 April 2020.

Dated 16 February 2016.

N. PANAGOPOULOS,
Acting 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 143, 499 and 500
and
GAS STORAGE EXPLORATION LICENCES
GSELs 584, 585, 586 and 587

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

A handwritten signature in dark ink, appearing to read 'N. Panagopoulos', is enclosed within a hand-drawn circle.

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

Date: 16 February 2016

Ref: 27/2/563
F2011/000443
F2013/000117
F2013/000140

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

I, NICK PANAGOPOULOS, Acting 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 500 for the period from and including 1 April 2016 to 31 March 2017.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 11 April 2020.

Dated: 16 February 2016

A handwritten signature in black ink, appearing to read 'N Panagopoulos', enclosed within a circular stamp or seal.

NICK PANAGOPOULOS
A/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 500

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 1 April 2015 until 31 March 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 500 is now determined to be 12 April 2019.

Dated 6 February 2015.

N. PANAGOPOULOS,
Acting 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 143, 499 and 500
and
GAS STORAGE EXPLORATION LICENCES
GSELs 584, 585, 586 and 587

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



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

Date: 6 February 2015

Ref: 27/2/563
F2011/000443
F2013/000117
F2013/000140

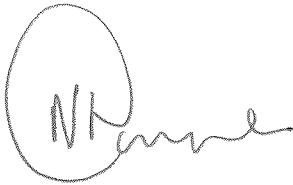
Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

I, NICK PANAGOPOULOS, Acting 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 500 for the period from and including 1 April 2015 to 31 March 2016.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 12 April 2019.

Dated: 6 February 2015

A handwritten signature in black ink, appearing to read 'N. Panagopoulos', is enclosed within a hand-drawn oval.

NICK PANAGOPOULOS
A/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 500

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 1 April 2014 until 31 March 2015, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 500 is now determined to be 11 April 2018.

Dated 21 February 2014.

N. PANAGOPOULOS,
Acting Executive Director,
Energy Resources Division,
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 143, 499 and 500
and
GAS STORAGE EXPLORATION LICENCES
GSELs 584, 585, 586 and 587

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



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

Date: 21 February 2014

Ref: 27/2/563
F2013/000117
F2013/000140

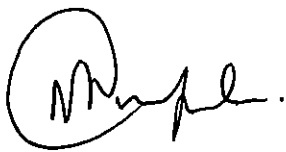
Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

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

- (a) suspend petroleum exploration licence PEL 500 for the period from and including 1 April 2014 to 31 March 2015.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 11 April 2018.

Dated: 21 February 2014



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 500

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 1 April 2013 until 31 March 2014, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 500 is now determined to be 11 April 2017.

Dated 26 March 2013.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 500

1. Suspension of licence dated 26 March 2013 is hereby entered on the public register.



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

Date: 26 March 2013

Ref: 27/2/563

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

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

- (a) suspend petroleum exploration licence PEL 500 for the period from and including 1 April 2013 to 31 March 2014.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 11 April 2017.

Dated: 26 March 2013

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

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 138, 147, 148, 499 and 500

GAS STORAGE EXPLORATION LICENCES
GSELS 576, 577, 578, 579, 580, 581, 582 and 583

1. Notation of receipt of additional security in the form of a Bank Guarantee dated 17 May 2012 is hereby entered on the public register.
2. Security is held to cover any single event occurring in any licence operated by Ahava Energy Ltd in South Australia.



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

Date: 21 May 2012

File: 27/2/234	27/2/244
27/2/245	27/2/562
27/2/563	F2011/368
F2011/369	

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 500

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 1 April 2012 until 31 March 2013, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 500 is now determined to be 11 April 2016.

Dated 7 May 2012.

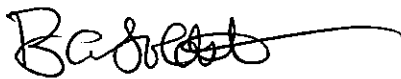
B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 500

1. Suspension of licence dated 7 May 2012 is hereby entered on the public register.



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

Date: 7 May 2012

Ref: 27/2/563

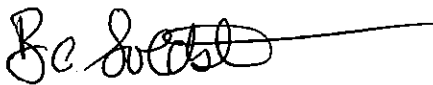
Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

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

- (a) suspend petroleum exploration licence PEL 500 for the period from and including 1 April 2012 to 31 March 2013.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 11 April 2016.

Dated: 7 May 2012



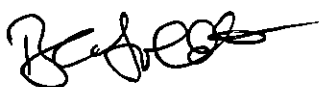
BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 138, 499 and 500

- SA 2011-58 Notation of registrable dealing as evidenced by Farmout Amendment Agreement - Further Amendment dated 16 October 2009 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Resources Pty Ltd, Ahava Holdings Pty Ltd, Ahava Energy Pty Ltd, Ahava Welbourn Energy Pty Ltd, Ahava Wintinna Energy Pty Ltd and Ahava Trainor Energy Pty Ltd is hereby entered on the public register.
- SA 2011-59 Notation of registrable dealing as evidenced by Farmout Amendment Agreement - Second Further Amendment and Novation dated 3 August 2010 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Resources Pty Ltd, Ahava Holdings Pty Ltd, Ahava Energy Pty Ltd, Ahava Welbourn Energy Pty Ltd, Ahava Wintinna Energy Pty Ltd and Ahava Trainor Energy Pty Ltd is hereby entered on the public register.
- SA 2011-60 Notation of registrable dealing as evidenced by Variation Deed - Farmout Agreement dated 28 March 2011 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Holdings Pty Ltd, Ahava Energy Pty Ltd, Ahava Welbourn Energy Pty Ltd, Ahava Wintinna Energy Pty Ltd and Ahava Trainor Energy Pty Ltd is hereby entered on the public register.



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

Date: 7 September 2011

Ref: 27/2/234
27/2/562
27/2/563

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—
PELs 499 and 500*

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 1 April 2011 until 31 March 2012, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009.

The expiry date of PEL 499 is now determined to be 12 January 2014.

The expiry date of PEL 500 is now determined to be 12 April 2015.

Dated 18 March 2011.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 499 and 500

1. Suspension of licences from and including 1 April 2011 to 31 March 2012 is hereby entered on the public register.
2. The expiry date of PEL 499 is now determined to be 12 January 2014.
3. The expiry date of PEL 500 is now determined to be 12 April 2015.



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

Date: 18 March 2011

Ref: 27/2/562
27/2/563

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 499 and 500**

I, ELINOR ALEXANDER, Acting Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum 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 petroleum exploration licences PELs 499 and 500 for the period from and including 1 April 2011 to 31 March 2012.
1. No regulated activities are permitted to be carried out during the period of the suspension.
 2. The expiry date of PEL 499 is now determined to be 12 January 2014.
 3. The expiry date of PEL 500 is now determined to be 12 April 2015.

Dated: 18 March 2011



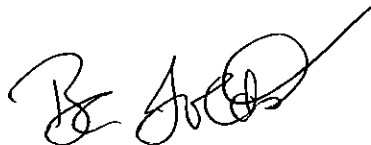
**ELINOR ALEXANDER
A/Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development**

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 500**

SA 2011-02 Notation of registration of Native Title Deed of Assignment -
Petroleum Exploration Licence 500 dated 2009 between
Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd and Ahava
Wintinna Energy Pty Ltd is hereby entered on the public register.



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

Date: 7 January 2011

Ref: 27/2/563

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence PEL 500

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

The expiry date of Petroleum Exploration Licence PEL 500 is now determined to be 12 April 2014.

Dated 24 March 2010.

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

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

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

- (a) suspend petroleum exploration licence PEL 500 for the period from and including 1 April 2010 to 31 March 2011.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 500 is now determined to be 12 April 2014.

Dated: 24 March 2010



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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 500**

1. Suspension of licence from and including 1 April 2010 to 31 March 2011 is hereby entered on the public register.
2. The expiry date of PEL 500 is now determined to be 12 April 2014.



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: 24 March 2010

Ref: 27/2/563

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 500

SA 2009-44 Notation of registrable dealing as evidenced by Farmout Amendment Agreement dated 21 August 2009 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Resources Pty Ltd, Ahava Holdings Pty Ltd, Ahava Energy Pty Ltd, Ahava Welbourn Energy Pty Ltd, Ahava Wintinna Energy Pty Ltd and Ahava Trainor Energy Pty Ltd is hereby entered on the public register.

SA 2009-47 Notation of registrable dealing as evidenced by Deed of Assignment – PEL 500 dated 21 August 2009 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd and Ahava Wintinna Energy Pty Ltd is hereby entered on the public register.

Interests in the licence:
Ahava Wintinna Energy Pty Ltd 100%



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

Date: 7 October 2009

Ref: 27/2/563

Petroleum Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCES
PELs 138, 499 AND 500**

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

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

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

Date: 15 September 2009

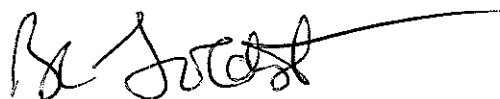
File: 27/2/234
27/2/562
27/2/563

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 499 & 500

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



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

Date: 16 July 2009

File: 27/2/562
27/2/563

PETROLEUM ACT 2000

Suspension of Petroleum Exploration Licence—PEL 500

PURSUANT to section 90 of the Petroleum Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended under the provisions of the Petroleum Act 2000, for the period from and including 1 April 2009 to 31 March 2010, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of Exploration Licence PEL 500 is now determined to be 12 April 2013.

Dated 31 March 2009.

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

PETROLEUM ACT 2000

*Division of Petroleum Exploration Licence—PEL 139 and Consequential Grant of Petroleum Exploration Licences—
PEL 499 and PEL 500*

NOTICE is hereby given that pursuant to the division and consequential revocation of Petroleum Exploration Licence PEL 139, 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	Licensee	Locality	Date of Expiry	Area in km ²	Reference
PEL 499	Standard Oil Pty Ltd, Dawnpark Holdings Pty Ltd	Officer Basin, South Australia	12 April 2012	4 914	27/2/562
PEL 500	Standard Oil Pty Ltd, Dawnpark Holdings Pty Ltd	Officer Basin, South Australia	12 April 2012	4 947	27/2/563

Description of Area—PEL 499

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

Commencing at a point being the intersection of longitude 134°00'00"E GDA94 and latitude 27°00'00"S GDA94, thence south to latitude 27°20'00"S GDA94, east to longitude 134°10'00"E AGD66, south to latitude 27°50'00"S GDA94, west to the eastern boundary of the Anangu Pitjantjatjara Yankunytjatjara Aboriginal Lands, thence generally northerly along the boundary of the said Lands to latitude 27°00'00"S GDA94 and east to the point of commencement.

Area: 4 914 km² approximately.

Description of Area—500

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

Commencing at a point being the intersection of longitude 134°10'00"E AGD66 and latitude 27°50'00"S GDA94, thence south to latitude 27°54'00"S GDA94, west to longitude 134°00'00"E GDA94, south to latitude 28°10'00"S AGD66, west to longitude 133°31'00"E AGD66, south to latitude 28°35'00"S AGD66, west to longitude 133°30'00"E GDA94, south to latitude 28°35'00"S GDA94, west to longitude 133°00'00"E AGD66, north to the southern boundary of the Anangu Pitjantjatjara Yankunytjatjara Aboriginal Lands, thence easterly and northerly along the boundary of the said Lands to latitude 27°50'00"S GDA94 and east to the point of commencement.

Area: 4 947 km² approximately.

Dated 31 March 2009.

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

Petroleum Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 500**

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

(a) suspend petroleum exploration licence PEL 500 for the period from and including 1 April 2009 to 31 March 2010.

1. No regulated activities are permitted to be carried out during the period of the suspension.
2. The expiry date of PEL 500 is now determined to be 12 April 2013.

Dated: 31 March 2009



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

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 500

1. Suspension of licence from and including 1 April 2009 to 31 March 2010 is hereby entered on the public register.
2. The expiry date of PEL 500 is now determined to be 12 April 2013.



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

Date: 31 March 2009

Ref: 27/2/563

Petroleum Act 2000

PETROLEUM EXPLORATION LICENCE PEL 500

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, in the State of South Australia pursuant to the provisions of the *Petroleum Act 2000* ("the Act") 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:

Standard Oil Pty Ltd
ACN 098 141 130
Dawnpark Holdings Pty Ltd
ACN 091 526 948

(hereinafter referred to as the Licensee) an Exploration Licence (being a continuation in part, of Petroleum Exploration Licence PEL 139 pursuant to the division and consequential revocation of PEL 139 under section 83 of the Act), in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, and to expire on 12 April 2012, and carrying the right to two further renewals subject to the provisions of the Act.

DESCRIPTION OF AREA

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

CONDITIONS

1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to two exploratory operations are guaranteed. These exploratory operations shall include but not necessarily be limited to -

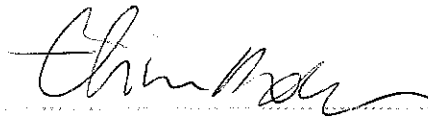
Year of Term of Licence	Minimum Work Requirements
One	Geological and Geophysical studies;
Two	Geological and Geophysical studies;
Three	Data review;
Four	200km of seismic acquisition;
Five	Drill one well.

2. In the event that the Licensee during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.
3. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of \$50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security").
 - 3.1 The Security shall be lodged in the form of either;
 - (a) cash; or
 - (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,
 - 3.2 Interest will not be payable by the Minister to the Licensee on any cash Security.
 - 3.3 All charges incurred by the Licensee in obtaining and maintaining the Security shall be met by the Licensee.
 - 3.4 If upon expiry, this Licence is not renewed and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensee.
4. The Licensee must:
 - (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
5. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.
6. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 9 December 2003 between the Licensee, the Minister and the Antakirinja and Yankunytjatjara/Antakirinja People native title claimants, entered into for the purposes of Section 31 of the *Native Title Act 1993*.

7. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the *Petroleum 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: 31 March 2009

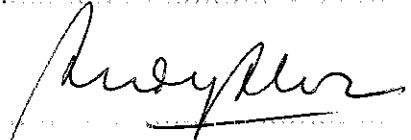
ELINOR M. ALEXANDER
Acting Director Petroleum
and Geothermal
on behalf of



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: 20/3/2009


Authorised Representative

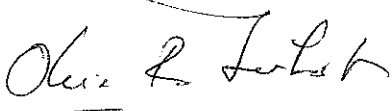
Remy S. R. Phoa
Name

Director
Position

Sasipark Holding
Company

Signed by the said LICENSEE

Date: 20/3/2009


Authorised Representative

Okie R. Lukita
Name

DIRECTOR
Position

STANDARD OIL
Company

PETROLEUM EXPLORATION LICENCE

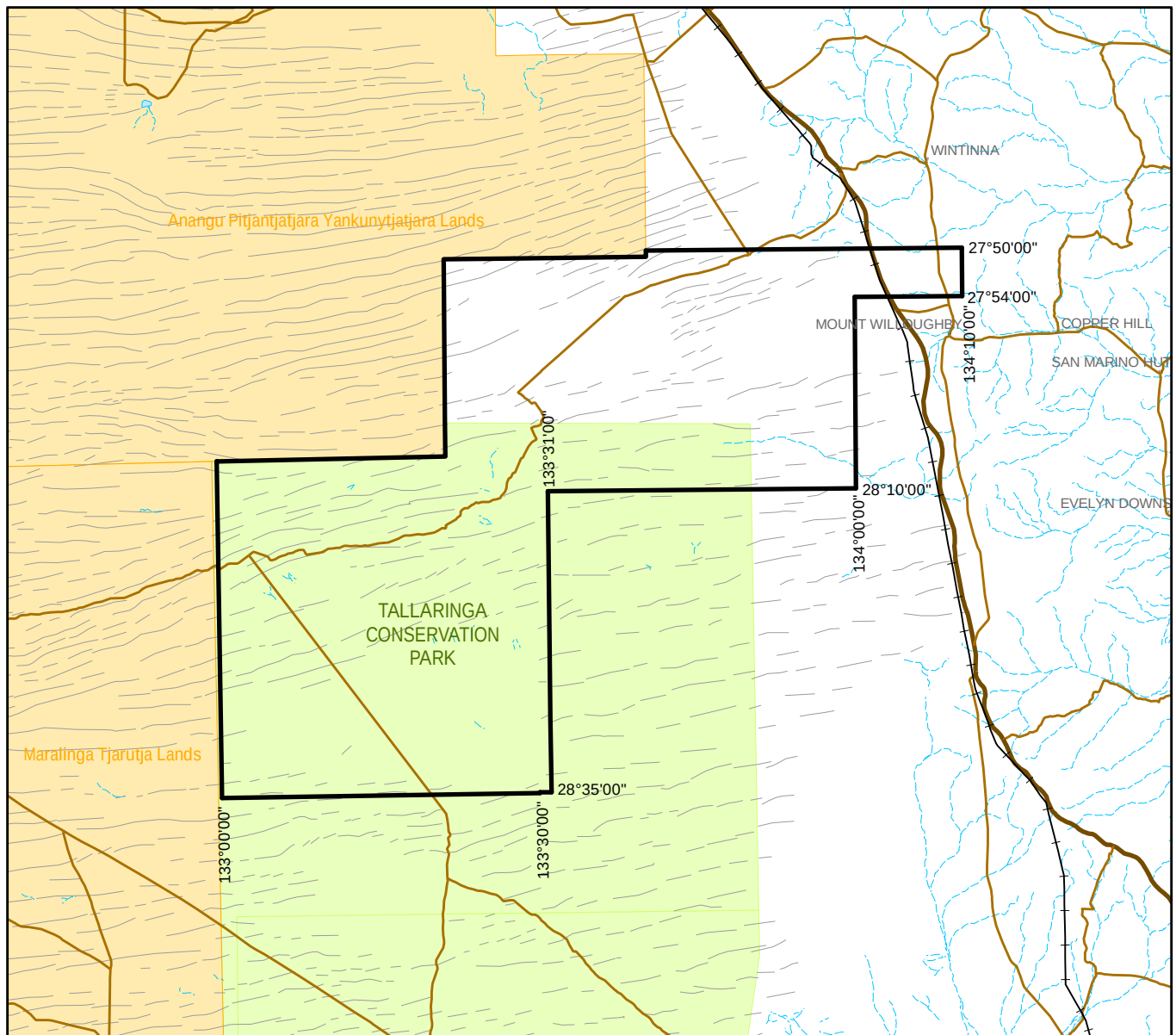
PEL 500

DESCRIPTION OF AREA

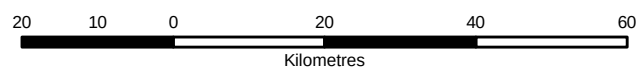
All that part of the State of South Australia, bounded as follows:-

Commencing at a point being the intersection of longitude 134°10'00"E AGD66 and latitude 27°50'00"S GDA94, thence south to latitude 27°54'00"S GDA94, west to longitude 134°00'00"E GDA94, south to latitude 28°10'00"S AGD66, west to longitude 133°31'00"E AGD66, south to latitude 28°35'00"S AGD66, west to longitude 133°30'00"E GDA94, south to latitude 28°35'00"S GDA94, west to longitude 133°00'00"E AGD66, north to the southern boundary of the Anangu Pitjantjatjara Yankunytjatjara Aboriginal Lands, thence easterly and northerly along the boundary of the said Lands to latitude 27°50'00"S GDA94 and east to the point of commencement.

AREA: **4947** square kilometres approximately.



SCALE 1:1 000 000



Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Australian Geodetic Datum (AGD66), the Geocentric Datum of Australia (GDA94) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 500

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCES
PEL 499 and PEL 500**

1. These Licences, granted as a result of the division of PEL 139 on 31 March 2009 are hereby entered on the public register.
2. Interests in the licences are:-

Standard Oil Pty Ltd	50%
Dawnpark Holdings Pty Ltd	50%



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

Date: 31 March 2009

Ref: 27/2/235
27/2/562
27/2/563

Petroleum Act 2000

DIVISION OF LICENCE AREA REVOCATION OF LICENCE

PETROLEUM EXPLORATION LICENCE PEL 139

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

1. hereby divide the area of Petroleum Exploration Licence PEL 139 pursuant to section 83 of the Act, so consequently forming two new licence areas as described in the Schedule hereto: -

The divided licence area shall hereafter be designated as:

Petroleum Exploration Licence PEL 499; and

Petroleum Exploration Licence PEL 500

2. hereby consequently revoke PEL 139 as a result of the licence division.

Dated: 31 March 2009



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

The Schedule

PETROLEUM EXPLORATION LICENCE PEL 499

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of longitude 134°00'00"E GDA94 and latitude 27°00'00"S GDA94, thence south to latitude 27°20'00"S GDA94, east to longitude 134°10'00"E AGD66, south to latitude 27°50'00"S GDA94, west to the eastern boundary of the Anangu Pitjantjatjara Yankunytjatjara Aboriginal Lands, thence generally northerly along the boundary of the said Lands to latitude 27°00'00"S GDA94, and east to the point of commencement.

AREA: **4914** square kilometres approximately.

PETROLEUM EXPLORATION LICENCE PEL 500

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of longitude 134°10'00"E AGD66 and latitude 27°50'00"S GDA94, thence south to latitude 27°54'00"S GDA94, west to longitude 134°00'00"E GDA94, south to latitude 28°10'00"S AGD66, west to longitude 133°31'00"E AGD66, south to latitude 28°35'00"S AGD66, west to longitude 133°30'00"E GDA94, south to latitude 28°35'00"S GDA94, west to longitude 133°00'00"E AGD66, north to the southern boundary of the Anangu Pitjantjatjara Yankunytjatjara Aboriginal Lands, thence easterly and northerly along the boundary of the said Lands to latitude 27°50'00"S GDA94 and east to the point of commencement.

AREA: **4947** square kilometres approximately.

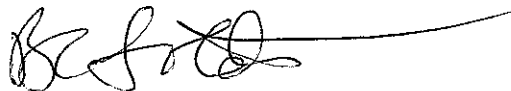
Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 139

SA 2008-29

Notation of registrable dealing as evidenced by Farmout Agreement dated 16 July 2008 between Dawnpark Holdings Pty Ltd, Standard Oil Pty Ltd, Ahava Energy Pty Ltd and Ahava Holdings Pty Ltd is hereby entered on the public register.

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

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

Date: 19 December 2008

27/2/235

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 139

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

A handwritten signature in black ink, appearing to read 'Be Sea', with a long horizontal stroke extending to the right.

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

Date: 2 September 2008

File: 27/2/235

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 139**

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



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

Date: 4 August 2008

Ref: 27/2/235

Petroleum Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 139

I, CYRIL DAVID COCKSHELL, Acting Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources in the State of South Australia, pursuant to section 25 of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573 hereby vary the conditions of Petroleum Exploration Licence PEL 139 held by -

**Standard Oil Pty Ltd;
Dawnpark Holdings Pty Ltd**

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

- “ 1 During the term of the licence, the Licensees shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time Years one and two exploratory operations are 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	1300km 2D seismic acquisition
Three	Data review
Four	Drill one well, or 200km of seismic
Five	Drill one well, or 200km of seismic

Dated: 4 August 2008



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

PETROLEUM ACT 2000

Grant of Petroleum Exploration Licence—PEL 139

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

No. of Licence	Licensee	Locality	Date of Expiry	Area in km ²	Reference
139	Standard Oil Pty Ltd Dawnpark Holdings Pty Ltd	Officer Basin of South Australia	12 April 2012	9 861	27/02/235

Description of Area

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

Commencing at a point being the intersection of longitude 134°00'00"E GDA94 and latitude 27°00'00"S GDA94, thence south to latitude 27°20'00"S GDA94, east to longitude 134°10'00"E AGD66, south to latitude 27°54'00"S GDA94, west to longitude 134°00'00"E GDA94, south to latitude 28°10'00"S AGD66, west to longitude 133°31'00"E AGD66, south to latitude 28°35'00"S AGD66, west to longitude 133°30'00"E GDA94, south to latitude 28°35'00"S GDA94, west to longitude 133°00'00"E AGD66, north to the southern boundary of the Pitjantjatjara Lands, thence generally northerly and easterly along the boundary of the said Lands to latitude 27°00'00"S GDA94 and east to the point of commencement.

Area: 9 861 km² approximately.

Dated 13 April 2007.

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

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 139

1. This Licence granted on 13 April 2007 is hereby entered on the public register.
2. Deed pursuant to Section 31 of the *Native Title Act 1993* dated 9 December 2003 between The Honourable Paul Holloway, Minister for Mineral Resources Development for and on behalf of the State of South Australia, the Antakirinja People and the Yankunytjatjara Antakirinja People, Dawnpark Holdings Pty Ltd and Standard Oil Pty Ltd, and Antakirinja Land Management (Aboriginal Corporation) is hereby entered on the Public Register.
3. Interests in the Licence are:

Standard Oil Pty Ltd	50%
Dawnpark Holdings Pty Ltd	50%



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: 13 April 2007

File: 27/2/235

**THE HONOURABLE PAUL HOLLOWAY
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
FOR AND ON BEHALF OF THE STATE OF SOUTH AUSTRALIA**

('Government Party')

and

**THE ANTAKIRINJA PEOPLE
AND
THE YANKUNYTJATJARA ANTAKIRINJA PEOPLE**

('Native Title Party')

and

**DAWNPARK HOLDINGS PTY LTD (ACN 091 526 948)
AND
STANDARD OIL PTY LTD (ACN 098 141 130)
('Grantee Party')**

and

**ANTAKIRINJA LAND MANAGEMENT (ABORIGINAL CORPORATION)
('ALMAC')**

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

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

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

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

TABLE OF CONTENTS

1. INTERPRETATION	3
2. DEFINITIONS	6
3. COMMENCEMENT AND TERM	7
4. AUTHORITY TO ENTER INTO DEED.....	8
5. THE LICENCE	8
6. NATIVE TITLE ACT & PETROLEUM ACT.....	9
7. PRODUCTION PAYMENTS	10
8. ANCILLARY AGREEMENT.....	12
9. GOVERNMENT PARTY NOT LIABLE FOR ANCILLARY AGREEMENT.....	12
10. DEED AND ANCILLARY AGREEMENT NOT CONDITIONS OF GRANT	12
11. DEED PREVAILS	12
12. ENVIRONMENTAL PROTECTION AND REHABILITATION.....	12
13. NO ACKNOWLEDGEMENT OF NATIVE TITLE	12
14. ASSIGNMENT.....	12
15. NOTICES.....	13
16. GOVERNING LAW	14
17. COUNTERPARTS.....	14
18. GENERAL	14
SCHEDULE 1 : THE LICENCE APPLICATION AND MAP OF THE LICENCE AREA	25
SCHEDULE 2 : PART 1 : THE NATIVE TITLE APPLICATION AND MAP OF THE CLAIM AREA	26
SCHEDULE 2 : PART 2 : ASSOCIATION	27
SCHEDULE 3 : PAYMENTS BY THE GRANTEE PARTY.....	28
SCHEDULE 4 – SPECIAL DEED OF ASSIGNMENT AND ASSUMPTION	36
SCHEDULE 5 : ANCILLARY AGREEMENT	37

DEED

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

THIS DEED is made the

9TH

day of

DECEMBER

Doc Code D
ABN 19 040 349 865
Rev/NetID 1018563182003
Cons/Val/Sec# 0.00
Date 10/12/2003
Interest ('Government Party')

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

AND THE ANTAKIRINJA PEOPLE by William Herbert Lennon Snr, Jean Wood, Ian Crombie, Keith Smith Snr, David Brown and Herbert Joseph Lennon, the registered native title claimants in relation to native title determination application no. SG 6007/98 in the Federal Court of Australia

AND THE YANKUNYTJATJARA ANTAKIRINJA PEOPLE by Johnny Cullinan, Paddy Jones, Jean Wood, Lallie Lennon, Sadie Singer and Tilly Waye, the registered native title claimants in relation to native title determination application no. SG 6022/98 in the Federal Court of Australia

both C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000

(together 'Native Title Party')

AND DAWNPARK HOLDINGS PTY LTD (ACN 091 526 948)

AND STANDARD OIL PTY LTD (ACN 098 141 130)

both of C/- Casey Yoon & Co, Level 5, IEC Building, 231 Adelaide Terrace Perth Western Australia 6000

(together 'Grantee Party')

AND ANTAKIRINJA LAND MANAGEMENT (ABORIGINAL CORPORATION) C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000 ('ALMAC')

RECITALS

WHEREAS:

- A. The Grantee Party has lodged an application for grant of an exploration licence under the Petroleum Act in respect of the Officer Basin block described in Schedule 1 (which includes land the subject of each Native Title Application) and seeks the issue of a Licence pursuant to the Petroleum Act.
- B. If the grant of the Licence affects native title it will be a future act as defined in the Native Title Act.
- C. The Government Party has given notice of its intention to grant the Licence in accordance with section 29 of the Native Title Act. The Government Party and the Grantee Party want certainty as to the validity of the grant of the Licence in accordance with Division 3 of Part 2 of the Native Title Act and the parties have entered into this Deed for the purpose of ensuring the validity of the Licence under the Native Title Act.
- D. The Native Title Party has filed the Native Title Applications under section 13(1) of the Native Title Act, in respect of the Claimed Land.
- E. The Negotiation Parties have negotiated in good faith under Subdivision P of Division 3 of Part 2 of the Native Title Act in relation to the Government Party's intention to grant the Licence.
- F. The issuing of the Licence is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act.
- G. If the Licence is issued to the Grantee Party in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licence, and any work done pursuant to it, affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to it, and it is the further intention of the parties that in any event, the grant of the Licence and activities under it will not extinguish or permanently affect such rights and interests.
- H. Following negotiations in good faith between the Negotiation Parties, the Native Title Party has agreed to the grant of the Licence by the Government Party to the Grantee Party consequent upon the execution of this Deed.
- I. The first mentioned Native Title Claim group (the Antakirinja People which includes the registered native title claimants for that group) resolved on the 15th day of October 1996 to incorporate under the Aboriginal Councils and Associations Act 1976 (Commonwealth). On the 22nd day of August 1997 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Antakirinja Land Management (Aboriginal Corporation) pursuant to the Aboriginal Councils and Associations Act 1976 (Commonwealth).
- J. The Negotiation Parties, 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 first mentioned Native Title Party (the Antakirinja People) as are more specifically set out in this Deed, to include ALMAC as a party to this Deed.

- K. The second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) has not yet resolved to incorporate either itself or its management committee under either the Associations Incorporation Act 1985 (South Australia) or the Aboriginal Councils and Associations Act 1976 (Commonwealth). In the event that group does so incorporate it is intended, for the better management of interaction between the Negotiation Parties thereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the second mentioned Native Title Party as are more specifically set out in this Deed, to admit the body corporate as a party to this Deed.

OPERATIVE PROVISIONS

The parties agree:

1. INTERPRETATION

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

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

- (j) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (k) a reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them;
- (m) the meaning of general words will not be limited by reference to accompanying specific words;
- (n) if any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:
 - (i) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable therefrom, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained herein;
 - (ii) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component (and in particular to ensure the validity of an agreement of the kind contemplated by section 31(1)(b) of the Native Title Act for the purpose of the valid grant of a Licence);
 - (iii) 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 first mentioned Native Title Party; and
 - (iv) PROVIDED that in the event the offending provisions are the subsequent inclusion of a body corporate as a party to this Deed as contemplated by Recital K 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 second mentioned Native Title Party.
- (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

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

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

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

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

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

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

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

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

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

'Government Party' means the State of South Australia;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

'State' means the State of South Australia.

3. COMMENCEMENT AND TERM

- 3.1 This Deed commences on the Commencement Day.

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

4. AUTHORITY TO ENTER INTO DEED

- 4.1 Each Native Title Party represents and warrants that all necessary authorisations have been obtained to enter into this Deed and this Deed is valid and binding and enforceable in accordance with its terms against the Native Title Party and all those persons on whose behalf the Native Title Application is made.
- 4.2 The Negotiation Parties all having negotiated in good faith agree, for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the first mentioned 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 all necessary actions have been taken in accordance with its constitution and by law to enter into this Deed and this Deed is valid and binding and enforceable in accordance with its terms against ALMAC.

5. THE LICENCE

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

- (ii) any Applicable Law; and
- (iii) this Deed;
- (d) covenants not to lodge or make any objection to any grant of any subsequent Licence to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party is and remains in breach of an Essential Term.

5.2 The Negotiation Parties acknowledge that:

- (a) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence, and to any work done pursuant to any Licence;
- (b) the issue of a Licence and any work done pursuant to a Licence affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to the Licence;
- (c) subject to sub-paragraph 5.2(d), for the purposes of Section 26D(2)(c) of the Native Title Act, if a Later Act occurs or is done in relation to the Licence Area, Sub-division P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act;
- (d) the Grantee Party must not before such Later Act is done be in breach of and remain in breach of any Essential Term; and
- (e) this Deed is evidence of an agreement obtained for the purpose of section 31(1)(b) of the Native Title Act.

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

- (a) the Petroleum Act;
- (b) all Applicable Law;
- (c) the provisions of this Deed; and
- (d) good petroleum industry practice.

6. NATIVE TITLE ACT & PETROLEUM ACT

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

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

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

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

7. PRODUCTION PAYMENTS

7.1 For better facilitating the administration of this Deed, the Grantee Party will pay the sum of \$10,000.00 per annum for five successive years in respect of the PEL provided:

- (a) the first payment shall be made within 14 days following the grant of the PEL by the Minister to the Grantee Party;
- (b) thereafter each annual payment shall be made within 7 days following the anniversary of the date of grant of the PEL;
- (c) each payment shall be apportioned and paid
 - (i) as to 50% thereof to ALMAC, and
 - (ii) as to the balance of 50% thereof to the second mentioned native title party (The Yankuntjatjara Antakirinja); and
- (d) the maximum payable under this provision is \$50,000.00 for the PEL.

7.2 The Grantee Party agrees:

- (a) to pay from time to time to ALMAC or to such charitable or other trust fund or funds as may be notified to the Government Party and to the Grantee Party in writing under the Common Seal of ALMAC in further consideration for ALMAC entering into this Deed one-half of the amounts calculated from time to time in accordance with the terms set out in Schedule 3; and
- (b) to pay from time to time to the second mentioned native title party (the Yankuntjatjara Antakirinja People) or to such body corporate, charitable or other trust fund or funds as may be notified to the Government Party and to the Grantee Party in writing by the said the second mentioned native title party (the Yankuntjatjara Antakirinja People) in further consideration for them entering into this Deed one-half of the amounts calculated from time to time in accordance with the terms set out in Schedule 3; and

- (c) the payments the subject of this paragraph 7.2 shall be effected by the Grantee Party paying those amounts to the State and the State shall accept those payments for the purposes set out in the following paragraphs of this clause 7.
- 7.3 ALMAC hereby requests and directs the State to pay to ALMAC from time to time the monies received by the State from the Grantee Party in accordance with clause 7.2 and the State agrees so to do.
- 7.4 The second mentioned native title party (the Yankunytjatjara Antakirinja People) hereby requests and directs the State to pay to it from time to time the monies received by the State from the Grantee Party in accordance with clause 7.2 and the State agrees so to do.
- 7.5 Each payment by the State shall be made:
 - (a) for and on behalf of the Grantee Party;
 - (b) within a reasonable time of receipt of the relevant monies in cleared funds; and
 - (c) in full satisfaction and discharge of each respective obligation of the Grantee Party arising under clause 7.2.
- 7.6 Each amount payable by the Grantee Party under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to paragraph 7.7 of this clause 7.
- 7.7 In the event the method of calculation contained in the Petroleum Act at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of paragraphs 7.2, 7.3, 7.4 and 7.5 the Minister may give six (6) calendar months notice in writing to the other parties of the Minister's desire to re-negotiate the method of collection and distribution of monies in terms of this clause 7 in which case the Negotiation Parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.
- 7.8 The receipts of each of:
 - (a) ALMAC and;
 - (b) a member of the management committee of the second mentioned native title party (the Yankunytjatjara Antakirinja People)

shall be a full and sufficient discharge to the Minister and to the Grantee Party for any payments made to such recipient pursuant to this clause 7.
- 7.9 Nothing in this clause 7 is intended adversely to affect the integrity of either Native Title Application.
- 7.10 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 and to the second mentioned native title party (The Yankunytjatjara Antakirinja) or either of them.

8. ANCILLARY AGREEMENT

The Grantee Party and the Native Title Party have agreed to enter into an Ancillary Agreement and for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under that Ancillary Agreement for the benefit of the first mentioned Native Title Party (The Antakirinja People) as are more specifically set out therein, also to include ALMAC as a party to that Ancillary Agreement.

9. GOVERNMENT PARTY NOT LIABLE FOR ANCILLARY AGREEMENT

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

10. DEED AND ANCILLARY AGREEMENT NOT CONDITIONS OF GRANT

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

11. DEED PREVAILS

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

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

13. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

14. ASSIGNMENT

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

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

- 14.3 Nothing in this Deed obviates any statutory requirement for prior approval of the Minister in relation to any assignment, transfer or novation.
- 14.4 In the event that the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) duly resolves to incorporate either itself or its management committee under either the Associations Incorporation Act 1985 (South Australia) or the Aboriginal Councils and Associations Act 1976 (Commonwealth) it is intended, for the better management of interaction between them and the Negotiation Parties thereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the second mentioned Native Title Party as are more specifically set out in this Deed, to admit the body corporate as a party to this Deed. Admission of such a body corporate shall be effected by all the parties and the body corporate executing a deed of adoption and assumption in substantially the form of the draft deed contained in Schedule 4 of this Deed.

15. NOTICES

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

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

Native Title Parties address: The Antakirinja People
C/- T J Wooley ALRM 4th floor
345 King William Street
Adelaide South Australia 5000
Facsimile number: (08) 8211 7424

AND

The Yankunytjatjara Antakirinja People
C/- T J Wooley ALRM 4th floor
345 King William Street
Adelaide South Australia 5000
Facsimile number: (08) 8211 7424

Grantee Parties address: Dawnpark Holdings Pty Ltd
8 Leverburgh Street,
Ardross WA 6153
Facsimile number: (08) 9364 8224

AND

Standard Oil Pty Ltd
61a Rosewood Avenue
Woodlands WA 6018
Facsimile number: (08) 9224 7537

ALMAC address: ALMAC
C/- T J Wooley ALRM 4th floor
345 King William Street
Adelaide South Australia 5000
Facsimile number: (08) 8211 7424

- 15.2 In the event that any party changes its address for notices that party must advise the other parties in writing within seven (7) days of its new address, and from that time all parties must address any notices to the new address.
- 15.3 A notice sent by mail will be deemed received by the party to whom it is addressed on the next business day following its posting. Notices transmitted by facsimile or electronic mail are deemed delivered on the day of transmission subject to confirmation of complete transmission.

16. GOVERNING LAW

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

17. COUNTERPARTS

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

18. GENERAL

- 18.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- 18.2 Each party will pay its own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for Stamp Duty which will be borne and paid by the Government Party.
- 18.3 In consideration of the Native Title Party entering into this agreement each of the Government Party and the Grantee Party agrees to pay a special non-recurrent payment of \$25,000.00 (making a total of \$50,000.00) which payment shall be made within 14 days following the grant of the PEL by the Minister to the Grantee Party. Each of those payments shall be apportioned and paid:

- (i) as to 50 % thereof to ALMAC, and
- (ii) as to the balance 50% thereof to the second mentioned native title party (The Yankunytjatjara Antakirinja).

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

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

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

18.5 In this clause 18:

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

EXECUTED by the parties as a Deed.

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

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

Barry Goldstein
.....
Witness

Name BARRY GOLDSTEIN

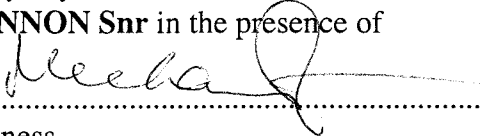
Address 9- PIRSA, LEVEL 7,

101 GRENFEU ST. ADELAIDE S.A. 5000

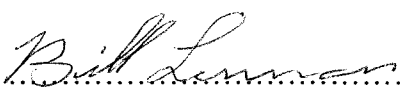
Occupation DIRECTOR PETROLEUM



SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **WILLIAM HERBERT**)
LENNON Snr in the presence of)

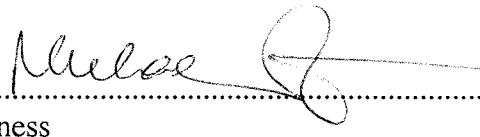

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

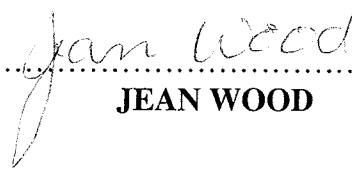

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WILLIAM HERBERT LENNON Snr

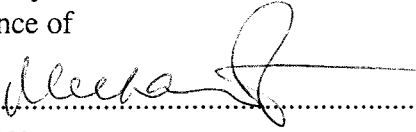
SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **JEAN WOOD** in the presence)
of)


.....)
Witness)

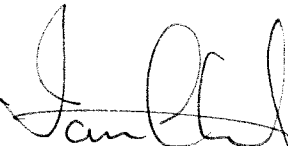
Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)


.....
JEAN WOOD

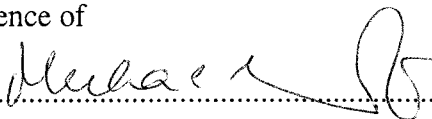
SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **IAN CROMBIE** in the)
presence of)

..........)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

..........
IAN CROMBIE

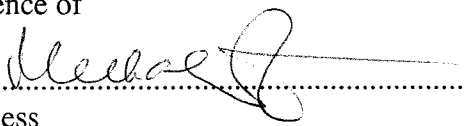
SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **KEITH SMITH Snr** in the)
presence of)

..........)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

..........
KEITH SMITH Snr

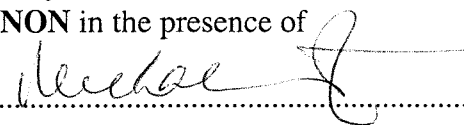
SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **DAVID BROWN** in the)
presence of)

..........)
Witness)

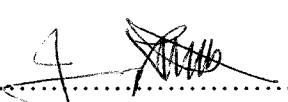
Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

..........
DAVID BROWN

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

..........)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

..........
HERBERT JOSEPH LENNON

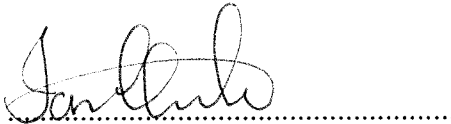
THE COMMON SEAL of the
ANTAKIRINJA LAND MANAGEMENT
(ABORIGINAL CORPORATION) was
affixed hereto in accordance with its
Constitution in the presence of:



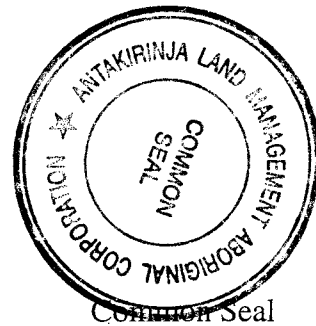
(DAVID CROMBIE - Member)
(print name)



(Bill Lennon - Member)
(print name)



(Ian Crombie - Member)
(print name)



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

.....
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

JOHNNY

.....
JOHNNY CULLINAN

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

.....
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

PADDY JONES

.....
PADDY JONES

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

.....
Witness)

.....
JEAN WOOD

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

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

.....
Witness)

.....
LALLIE LENNON

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

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

.....
Witness)

.....
SADIE SINGER

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

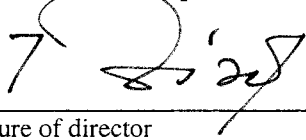
SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **TILLY WAYE** in the presence)
of)

.....
Witness)

.....
TILLY WAYE

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

THE COMMON SEAL of DAWNPAK HOLDINGS PTY LTD is fixed to this document in accordance with its Constitution in the presence of



Signature of director

Mohammad As'ad

Name of director (print)

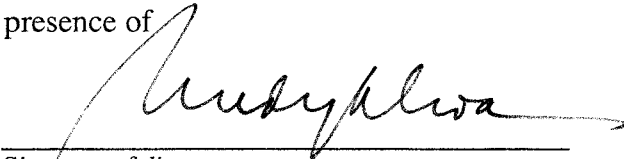


Signature of director/company secretary
(Please delete as applicable)

ANTHONY RAWNSLEY

Name of director/company secretary (print)

THE COMMON SEAL of STANDARD OIL PTY LTD is fixed to this document in accordance with its Constitution in the presence of



Signature of director

Rudy S.K. Phoa

Name of director (print)



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

Ryan to HVSODO

Name of director/company secretary (print)

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

APPLICATION FOR PETROLEUM EXPLORATION LICENCE SOUTH AUSTRALIA

(in accordance with the Petroleum Act 1940)

**(1) Full names and addresses of the Parties making the PEL Application
including the percentage interest of each party:**

Standard Oil Pty Ltd – 50% (Operator for Administrative Purposes/Joint
ACN 098 141 130 Manager)
15 Maroubra Vista
Hillarys WA 6025

Dawnpark Holdings Pty Ltd – 50% (Joint Manager)
ACN 091 526 948
31 Redfin Crescent
Beldon WA 6027

**(2) Two copies of a map (see enclosures) and a description of the area being
applied for:**

Location of PEL Application: Officer Basin
Area of Application: 9,955 square kilometres

Definition:

From Northeast corner location	27 degrees 00'S and 134 degrees 00'E,
thence South (180 degrees) to location	27 degrees 20'S and 134 degrees 00'E,
thence East (90 degrees) to location	27 degrees 20'S and 134 degrees 10'E,
thence South (180 degrees) to location	27 degrees 54'S and 134 degrees 10'E,
thence West (270 degrees) to location	27 degrees 54'S and 134 degrees 00'E,
thence South (180 degrees) to location	28 degrees 10'S and 134 degrees 00'E,
thence West (270 degrees) to location	28 degrees 10'S and 133 degrees 31'E,
thence South (180 degrees) to location	28 degrees 35'S and 133 degrees 31'E,
thence West (270 degrees) to location	28 degrees 35'S and 133 degrees 00'E,

(thence North (360 degrees) to the boundary of the Pitjantjatjara Lands,

thence follow the boundary of the Pitjantjatjara Lands generally east and north to location 27 degrees 00'S,

thence East (90 degrees) to location 27 degrees 00'S and 134 degrees 00'E

(Northeast corner).

(3) Work intended to be carried out and the estimated cost of that work during each year of the five year Licence term:

Year 1:

Geological and geophysical review, negotiate clearance/access for drilling.

Expenditure Year 1: \$100,000

Year 2:

One well.

Expenditure Year 2: \$800,000

Year 3:

Data review.

Expenditure Year 3: \$100,000

Year 4:)

) 200 km of seismic or one well.

Year 5:)

Expenditure Years 4 & 5: \$800,000

Total Expenditure: \$1,800,000

(4) Particulars of the technical qualifications and expertise available to the applicant parties:

The applicants have a considerable body of expertise in the oil and gas industry including geophysical/geological exploration, drilling, production, marketing, banking and finance covering Australia, Papua New Guinea, Indonesia, Malaysia, Philippines, Vietnam, China, Myanmar (Burma) and Bangladesh.

The applicants have available to them considerable experience and knowledge of Native Title issues in South Australia and Western Australia and have been involved in procuring a number of Access Agreements and participated in follow-up clearance/(aboriginal/anthropological) scouting surveys prior to commencing exploration.

The resumes of the management/technical people of the applicant companies are enclosed.

(5) Particulars of the financial resources available to the applicant Parties:

As previously acknowledged in our correspondence to PIRSA, our strategy is to farm-out this ground to a major oil company as soon as possible.

Standard Oil Pty Ltd is controlled and privately funded by Mr Dimech. Mr Dimech personally has cash and shares in listed public companies in excess of one million dollars. He also currently owns 17.5% of the issued shares of ASX listed company Relode Limited which has a market capitalisation of about \$8 million.

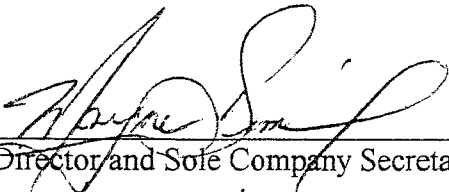
Dawnpark Holdings Pty Ltd is controlled by its four directors Soen Khiam (Rudy) Phoa, Alan Russell Lloyd, Anthony Rawung and Okie Lukita who bring with them many years experience in the oil industry in Australia, Papua New Guinea, Indonesia and elsewhere in South East Asia including significant experience in world finance. Dawnpark Holdings Pty Ltd is self-funded by its directors who have considerable funds in cash and property in Australia, Indonesia and Singapore.

(6) Application Fee:

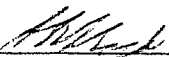
Cheques are enclosed with this Application for the prescribed fee of \$2,435.

This Petroleum Exploration Licence Application is executed by Standard Oil Pty Ltd and Dawnpark Holdings Pty Ltd this 12 day of December 2001.

Signed in)
Accordance with)
The Constitution of)
Standard Oil Pty Ltd:)


Sole Director and Sole Company Secretary
WAYNE DIMECH
Name

Signed for and)
on behalf of)
Dawnpark)
Holdings Pty Ltd)


Director/General Manager
ALAN RUSSELL LLOYD
Name

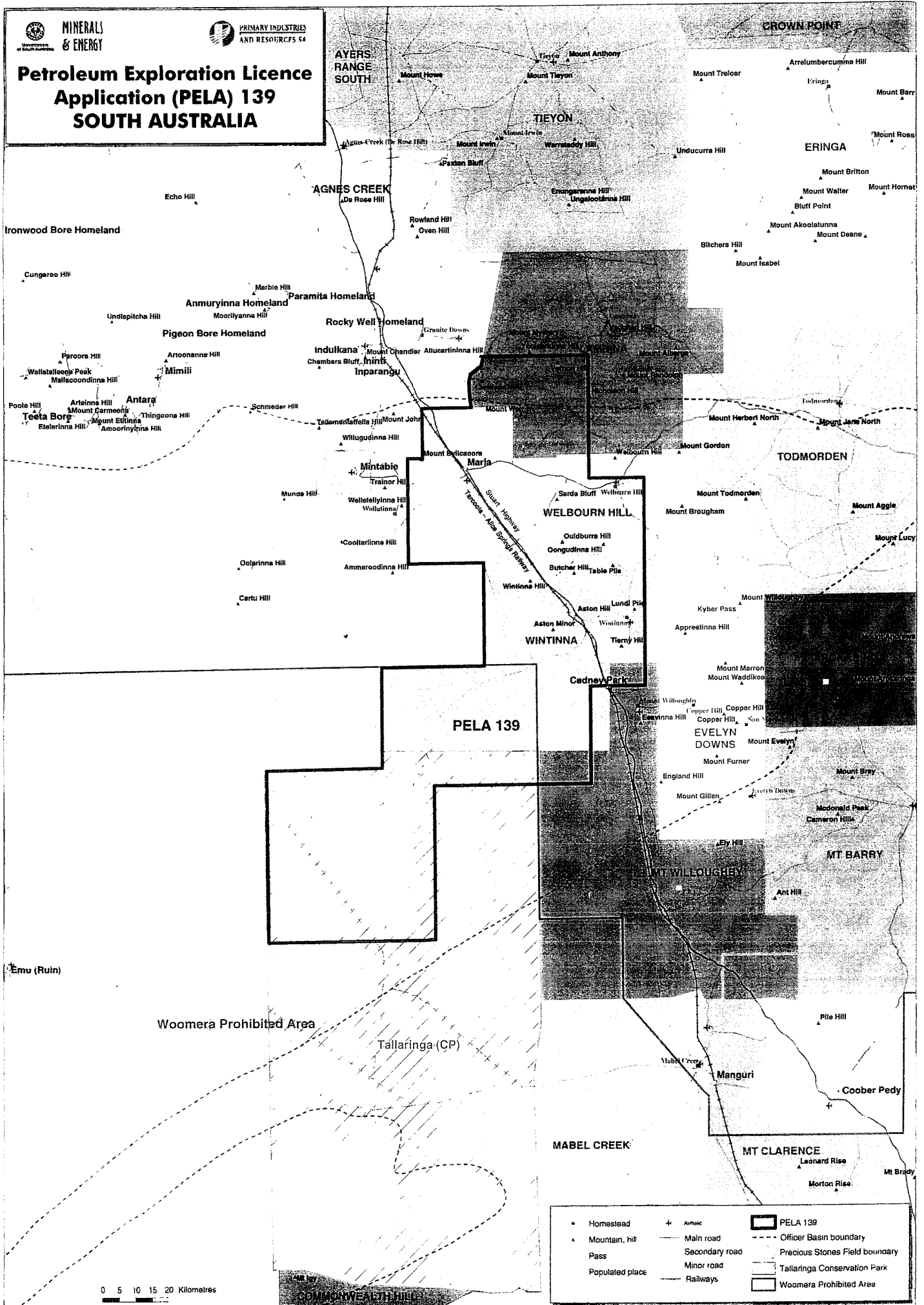


MINERALS
& ENERGY



PRIMARY INDUSTRIES
AND RESOURCES 54

Petroleum Exploration Licence Application (PELA) 139 SOUTH AUSTRALIA



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



NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SG6007/98 NNTT number: SC95/7
Application name	Antakirinja Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	14/11/1995
Current stage(s)	Notification Complete, In Mediation
Applicants	Mr David Brown, Mr Herbert Joseph Lennon, Mr Ian Crombie, Mr Keith Smith Snr, Mr William Herbert Lennon Snr, Ms Jean Wood
Address for service	Tim Wooley Aboriginal Legal Rights Movement Level 4, 345 King William Street ADELAIDE SA 5000 Phone: 08 8212 1244 Fax: 08 8211 7424
Persons claiming to hold native title	The Antakirinja Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area the subject of the claim and who: 1. Are related by means of the principle of descent to: 1.1 Wikilyiri and his wife, Munyungka who are acknowledged to be apical ancestors associated with the claim area. 1.1.1. Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr. and Dorothy Lennon Cayton. The families of these siblings and their descendants are members of the native title claim group. 1.2 Kutiny (also known as Rose Matjangka Kutiny) and her sisters, whose names are not known at this time, are acknowledged to be apical ancestors associated with the claim area. 1.2.1 Related by a traditional principle of descent to Kutiny is a set of siblings namely: Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin. The families of these siblings and their descendants are members of the native title claim group. 1.2.2 Also related by a traditional principle of descent to one or another of Kutiny's sisters, are sets of siblings and their descendants, whose names are not known at this time. The families of these siblings and their descendants are members of the native title claim group. 1.3 Lapi Palyari and his wife Ida Tjipulka who are acknowledged to be apical ancestors associated with the claim area. 1.3.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown. The families of these siblings and their descendants are members of the native title claim group. 1.3.2 Ida Tjipulka's brother, Micky Miller and his descendants are members of the native title claim group related by the same principles of descent. 1.4 Minyungu Peter Russell and his wife Nancy Ngupulya Russell who are acknowledged to be apical ancestors associated with the claim area. 1.4.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell. The families of these siblings and their descendants are members of the native title claim group.

1.5 Kungkala is acknowledged to be an apical ancestor associated with the claim area.

1.5.1 Related by a traditional principle of biological descent to the apical ancestor is a set of siblings namely: Hazel Brown, Ricky Brown and Martha Edwards. The families of these siblings and their descendants are members of the native title claim group.

1.6 Micky Fatt and his wife Nellie Brown are acknowledged to be apical ancestors associated with the claim area:

1.6.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Edna Williams, Johnny Fatt, Eva Fatt, Beverley Fatt, and Ronald Fatt. The families of these siblings and their descendants are members of the native title claim group.

1.6.2 Nellie Brown's brother, Ginger Brown and his descendants are members of the Antakirinja Native Title Claim Group related by the same principles of descent.

1.7 Dianne Anpulyuru Brown, referred to by members of the claim group as Nana Dianne Brown, is acknowledged to be an apical ancestor associated with the claim area:

1.7.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown. The families of these siblings and their descendants are members of the native title claim group.

, 1.8 Jack Arkaringa is acknowledged to be an apical ancestor associated with the claim area.

1.8.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare. The families of these siblings and their descendants are members of the native title claim group.

1.9 Tata Tata Mulpa is acknowledged to be an apical ancestor associated with the claim area.

1.9.1 Related by a traditional principle of descent to the apical ancestor is Ginger Mapulya. Ginger Mapulya's descendants are members of the native title claim group.

1.10 Minnie Lang is acknowledged to be an apical ancestor associated with the claim area.

1.10.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Biddy Lang, Lena Lang, Rita Lang, Lesley Lang, Beverly Lang and Joan Lang. The families of this set of siblings and their descendants are members of the native title claim group.

1.11 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim.

1.11.1 This set of siblings includes Jack Lang, Pompey Lang and Hector Lang. The families of this set of siblings and their descendants are members of the native title claim group.

1.12 Billy Johns and his wife Fanny Johns are acknowledged to be apical ancestors associated with the claim area.

1.12.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings, which includes Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns. The families of this set of siblings and all their descendants are members of the native title claim group.

1.13 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim.

, 1.13.1 This set of siblings includes Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert. The families of this set of siblings and their descendants are members of the native title claim group.

1.14 Paddy Brown and his wife Betty Brown are acknowledged to be apical ancestors associated with the claim area.

1.14.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown. The families of these siblings and their descendants are members of the native title claim group.

1.15 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim area.

1.15.1 This set of siblings includes Billy Mungi and his sister Mumpi Baker are related by a traditional principle of descent to the apical ancestors. The families of this set of siblings and their descendants are members of the native title claim group.

1.16 Intjipurta Nungiya also known as Lilly is known to be an apical ancestor associated with the claim area.

1.16.1 Related by a traditional principle of descent to the apical ancestor is Lallie Lennon whose descendants are members of the native title claim group.

1.17 Nellie O'Toole is known to be an apical ancestor associated with the claim area.

1.17.1 The children of Nellie O'Toole and their descendants are members of the Antakirinja Native Title Claim Group.

	, 2. Antakirinja principles of incorporation into the group according to traditional law and custom include: 2.1 being of Aboriginal descent; and 2.2 having a connection with the claim area in accordance with the traditional law and custom of the Antakirinja Native Title Claim Group which includes a principle of descent from their ancestors. NB: Pursuant to Antakirinja traditional law and custom the principle of descent includes, but is not limited to, biological descent.
Native title rights and interests claimed	The native title rights and interests claimed are also subject to the effect of:- All existing non-native title rights and interests (see, for example, those referred to in Schedule D); and 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. 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. The native title rights and interests claimed are the rights and interests of common law holders of native title derived from and exercisable by reason of the existence of native title, in particular: - the right to posses, occupy, use and enjoy the area; - the right to make decisions about the use and enjoyment of the area; - the right of access to the area; - the right to control the access of others to the area; - the right to use and enjoy the resources of the area; - the right to control the use and enjoyment of others of resources in the area; - the right to trade in resources of the area; - the right to receive a portion of any resources taken by others from the area; - the right to maintain and protect places of importance under traditional laws, customs and practices in the area; - the right to carry out and maintain burials of deceased members of the claim group within the area; - the right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the area; - the right to speak and teach the Antakirinja language.
Area	Jurisdiction: South Australia Location: Bordered by the Maralinga Tjarutja and Anangu Pitjantjatjara lands to the west, the Trans Aust. Rlwy. to the south, Millers Creek Station to the west, and traversing Evelyn Downs Station in the north. Local government region(s): Coober Pedy District Council, Outback Areas Community Development Trust, Unincorporated Areas - SA ATSIC region(s): Nulla Wimila Kutju Regional Council, Wangka-Wilurrara Regional Council Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc Land/water and/or sea: Land/Water Area covered by the claim (as detailed in the application): A map showing the external boundaries of the area covered by the claim can be found at Attachment A; The area covered is the area to: 1. The East of the eastern boundary of Anangu Pitjantjatjara Aboriginal Lands, from the most south-eastern point of which is adjacent to Wintinna West Pastoral Station in a southerly direction to the eastern boundary of Maralinga Tjarutja Aboriginal Lands. 2. The East of the eastern boundary from the most north-eastern point of Maralinga Tjarutja Aboriginal Lands, in a southerly direction to the Trans Australia Railway.

3. The North of the boundary of the Trans Australia Railway from the Maralinga Tjarutja Aboriginal Lands in an easterly direction to Kingoonya.

4. The North of the southern boundaries of Bon Bon and Mount Vivian Pastoral Stations from Kingoonya in an easterly direction to the most south-eastern point of Mount Vivian Pastoral Station.

5. The West of the most south-eastern point of Mount Vivian Pastoral Station in a northerly direction to the southern boundary of Millers Creek Pastoral Station, following the southern, eastern and northern boundaries of Millers Creek Pastoral Station along the dog-proof fence, and then along the north-eastern boundary of Balta Baltana South Pastoral Station to its most northerly point.

6. The West of the most northerly point of Balta Baltana South Pastoral Station in a northerly direction along the eastern boundary of the Crown land which is west of Anna Creek Pastoral Station and eastern boundary of Mount Barry Pastoral Station to the north-eastern point of Mt Barry Pastoral Station then east to the south-eastern point of Arkaringa Pastoral Station, then north along the eastern boundary of Arkaringa Pastoral Station to approximately its mid point.

7. The South of the approximate mid-point of the eastern boundary of Arkaringa pastoral station in a westerly direction through Arkaringa, Evelyn Downs and Wintinna West Pastoral Stations (and along the northern boundary of Mt Willoughby Pastoral Station) to the eastern boundary of Pitjatjantjara Aboriginal Land at the most south-eastern point adjacent to the Wintinna West Pastoral Station.

The area covered by the claim includes Tallaringa Conservation Park, the Coober Pedy Precious Stones Field, Lake Phillipson, Lake Anthony, Half Moon Lake, and Lake Labyrinth, and the townships of Coober Pedy, Tarcoola, and Kingoonya.

The area of the claim also covers the whole of a number of Pastoral leases, namely Mount Christie, Mulgathing, Muckanippie, Carding Well, Pinding, Collading, Wilgena, Bon Bon, Mount Vivian, Mount Eba, Bulgunnia, Mobella, Commonwealth Hill, Woorong Downs, Lake Wirrida, McDougall Peak, Millers Creek, Ingomar, Balta Baltana South, Mount Penryn, Mabel Creek, Mount Clarence, Mount Willoughby and Mount Barry. The Claim area also includes portion of Wintinna West, Evelyn Downs and Arkaringa Pastoral leases.

The above area is within the out of Hundreds of Everard, Wintinna, Oodnadatta, Giles, Murloocoppie, Warrina, Tallaringa, Coober Pedy, Billakalina, Barton, Tarcoola and Kingoonya.

The 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: - authorised by valid legislation; or - 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 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; - a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249); - a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246); - 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).
Registration information	<i>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.</i> Date claim entered on Register of Native Title Claims: 15/11/1995 Registration test status: Accepted for registration Registration history: Registered from 15/11/1995.
Attachments	1. Map depicting the External Boundary of Claim Area, Attachment C of the Application, 1 page - A4, Attached 14/06/1999.
NNTT contact details	Case manager: Monica Khouri Address: National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000 GPO Box 9973 ADELAIDE SA 5001 Phone: (08) 8306 1230 Freecall 1800 640 501 Fax: (08) 8224 0939 Web page: www.nntt.gov.au



NATIONAL NATIVE TITLE TRIBUNAL

Application Information and Extract from the Register of Native Title Claims

Application Information

Application numbers: Federal Court number: SG6007/98
NNTT number: SC95/7

Application name: Antakirinja Native Title Claim

Registration history: Registered from 15/11/1995.

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

Application lodged with: National Native Title Tribunal

Date application lodged: 14/11/1995

Date claim entered on Register: 15/11/1995

Applicants: Mr David Brown, Mr Herbert Joseph Lennon, Mr Ian Crombie, Mr Keith Smith Snr, Mr William Herbert Lennon Snr, Ms Jean Wood

Address for service: Tim Wooley
Aboriginal Legal Rights Movement
Level 4, 345 King William Street
ADELAIDE SA 5000
Phone: 08 8212 1244
Fax: 08 8211 7424

Area covered by the claim:

A map showing the external boundaries of the area covered by the claim can be found at Attachment A;

The area covered is the area to:

1. The East of the eastern boundary of Anangu Pitjantjatjara Aboriginal Lands, from the most south-eastern point of which is adjacent to Wintinna West Pastoral Station in a southerly direction to the eastern boundary of Maralinga Tjarutja Aboriginal Lands.
2. The East of the eastern boundary from the most north-eastern point of Maralinga Tjarutja Aboriginal Lands, in a southerly direction to the Trans Australia Railway.
3. The North of the boundary of the Trans Australia Railway from the Maralinga Tjarutja Aboriginal Lands in an easterly direction to Kingoonya.
4. The North of the southern boundaries of Bon Bon and Mount Vivian Pastoral Stations from Kingoonya in an easterly direction to the most south-eastern point of Mount Vivian Pastoral Station.
5. The West of the most south-eastern point of Mount Vivian Pastoral Station in a northerly direction to the southern boundary of Millers Creek Pastoral Station, following the southern, eastern and northern boundaries of Millers Creek Pastoral Station along the dog-proof fence, and then along the north-eastern boundary of Balta Baltana South Pastoral Station to its most northerly point.
6. The West of the most northerly point of Balta Baltana South Pastoral Station in a northerly direction along the eastern boundary of the Crown land which is west of Anna Creek Pastoral Station and eastern boundary of Mount Barry Pastoral Station to the north-eastern point of Mt Barry Pastoral Station then east to the south-eastern point of Arkaringa Pastoral Station, then north along the eastern boundary of Arkaringa Pastoral Station to approximately its mid point.
7. The South of the approximate mid-point of the eastern boundary of Arkaringa pastoral station in a westerly direction through Arkaringa, Evelyn Downs and Wintinna West Pastoral Stations (and along the northern boundary of Mt Willoughby Pastoral Station) to the eastern boundary of Pitjatantjara Aboriginal Land at the most south-eastern point adjacent to the Wintinna West Pastoral Station.

The area covered by the claim includes Tallaringa Conservation Park, the Coober Pedy Precious Stones Field, Lake Phillipson, Lake Anthony, Half Moon Lake, and Lake Labyrinth, and the townships of Coober Pedy, Tarcoola, and Kingoonya.

The area of the claim also covers the whole of a number of Pastoral leases, namely Mount Christie, Mulgathing, Muckanippie, Carding Well, Pinding, Collading, Wilgena, Bon Bon, Mount Vivian, Mount Eba, Bulgunnia, Mobella, Commonwealth Hill, Woorong Downs, Lake Wirrida, McDougall Peak, Millers Creek, Ingomar, Balta Baltana South, Mount Penryn, Mabel Creek, Mount Clarence, Mount Willoughby and Mount Barry. The Claim area also includes portion of Wintinna West, Evelyn Downs and Arkaringa Pastoral leases.

The above area is within the out of Hundreds of Everard, Wintinna, Oodnadatta, Giles, Murloocoppie, Warrina, Tallaringa, Coober Pedy, Billakalina, Barton, Tarcoola and Kingoonya.

The 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).

Persons claiming to hold native title:

The Antakirinja Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area the subject of the claim and who:

1. Are related by means of the principle of descent to:
 - 1.1 Wikilyiri and his wife, Munyungka who are acknowledged to be apical ancestors associated with the claim area.
 - 1.1.1. Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr. and Dorothy Lennon Cayton. The families of these siblings and their descendants are members of the native title claim group.
 - 1.2 Kutiny (also known as Rose Matjangka Kutiny) and her sisters, whose names are not known at this time, are acknowledged to be apical ancestors associated with the claim area.
 - 1.2.1 Related by a traditional principle of descent to Kutiny is a set of siblings namely: Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin. The families of these siblings and their descendants are members of the native title claim group.

1.2.2 Also related by a traditional principle of descent to one or another of Kutiny's sisters, are sets of siblings and their descendants, whose names are not known at this time. The families of these siblings and their descendants are members of the native title claim group.

1.3 Lapi Palyari and his wife Ida Tjipulka who are acknowledged to be apical ancestors associated with the claim area.

1.3.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown. The families of these siblings and their descendants are members of the native title claim group.

, 1.3.2 Ida Tjipulka's brother, Micky Miller and his descendants are members of the native title claim group related by the same principles of descent.

1.4 Minyungu Peter Russell and his wife Nancy Ngupulya Russell who are acknowledged to be apical ancestors associated with the claim area.

1.4.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell. The families of these siblings and their descendants are members of the native title claim group.

1.5 Kungkala is acknowledged to be an apical ancestor associated with the claim area.

1.5.1 Related by a traditional principle of biological descent to the apical ancestor is a set of siblings namely: Hazel Brown, Ricky Brown and Martha Edwards. The families of these siblings and their descendants are members of the native title claim group.

1.6 Micky Fatt and his wife Nellie Brown are acknowledged to be apical ancestors associated with the claim area:

1.6.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Edna Williams, Johnny Fatt, Eva Fatt, Beverley Fatt, and Ronald Fatt. The families of these siblings and their descendants are members of the native title claim group.

1.6.2 Nellie Brown's brother, Ginger Brown and his descendants are members of the Antakirinja Native Title Claim Group related by the same principles of descent.

1.7 Dianne Anpulyuru Brown, referred to by members of the claim group as Nana Dianne Brown, is acknowledged to be an apical ancestor associated with the claim area:

1.7.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown. The families of these siblings and their descendants are members of the native title claim group.

, 1.8 Jack Arkaringa is acknowledged to be an apical ancestor associated with the claim area.

1.8.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare. The families of these siblings and their descendants are members of the native title claim group.

1.9 Tata Tata Mulpa is acknowledged to be an apical ancestor associated with the claim area.

1.9.1 Related by a traditional principle of descent to the apical ancestor is Ginger Mapulya. Ginger Mapulya's descendants are members of the native title claim group.

1.10 Minnie Lang is acknowledged to be an apical ancestor associated with the claim area.

1.10.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Biddy Lang, Lena Lang, Rita Lang, Lesley Lang, Beverly Lang and Joan Lang. The families of this set of siblings and their descendants are members of the native title claim group.

1.11 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim.

1.11.1 This set of siblings includes Jack Lang, Pompey Lang and Hector Lang. The families of this set of siblings and their descendants are members of the native title claim group.

1.12 Billy Johns and his wife Fanny Johns are acknowledged to be apical ancestors associated with the claim area.

1.12.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings, which includes Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns. The families of this set of siblings and all their descendants are members of the native title claim group.

1.13 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim.

, 1.13.1 This set of siblings includes Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert. The families of this set of siblings and their descendants are members of the native title claim group.

1.14 Paddy Brown and his wife Betty Brown are acknowledged to be apical ancestors associated with the claim area.

1.14.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown. The families of these siblings and their descendants are members of the native title claim group.

1.15 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim area.

1.15.1 This set of siblings includes Billy Mungi and his sister Mumpi Baker are related by a traditional principle of descent to the apical ancestors. The families of this set of siblings and their descendants are members of the native title claim group.

1.16 Intjipurta Nungiya also known as Lilly is known to be an apical ancestor associated with the claim area.

1.16.1 Related by a traditional principle of descent to the apical ancestor is Lallie Lennon whose descendants are members of the native title claim group.

1.17 Nellie O'Toole is known to be an apical ancestor associated with the claim area.

1.17.1 The children of Nellie O'Toole and their descendants are members of the Antakirinja Native Title Claim Group.

, 2. Antakirinja principles of incorporation into the group according to traditional law and custom include:

2.1 being of Aboriginal descent; and

2.2 having a connection with the claim area in accordance with the traditional law and custom of the Antakirinja Native Title Claim Group which includes a principle of descent from their ancestors.

NB: Pursuant to Antakirinja traditional law and custom the principle of descent includes, but is not limited to, biological descent.

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 09/07/1999:

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

All existing non-native title rights and interests (see, for example, those referred to in Schedule D);

and

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.

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.

The native title rights and interests claimed are the rights and interests of common law holders of native title derived from and exercisable by reason of the existence of native title, in particular:

- a) the right to possess, occupy, use and enjoy the area;
- b) the right to make decisions about the use and enjoyment of the area;
- c) the right of access to the area;
- d) the right to control the access of others to the area;
- e) the right to use and enjoy the resources of the area;
- f) the right to control the use and enjoyment of others of resources in the area;
- g) the right to trade in resources of the area;
- h) the right to receive a portion of any resources taken by others from the area;
- i) the right to maintain and protect places of importance under traditional laws, customs and practices in the area;
- j) the right to carry out and maintain burials of deceased members of the claim group within the area;
- k) the right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the area;
- l) the right to speak and teach the Antakirinja language.

Register attachments:

1. Map depicting the External Boundary of Claim Area, Attachment C of the Application, 1 page - A4, Attached 14/06/1999.

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

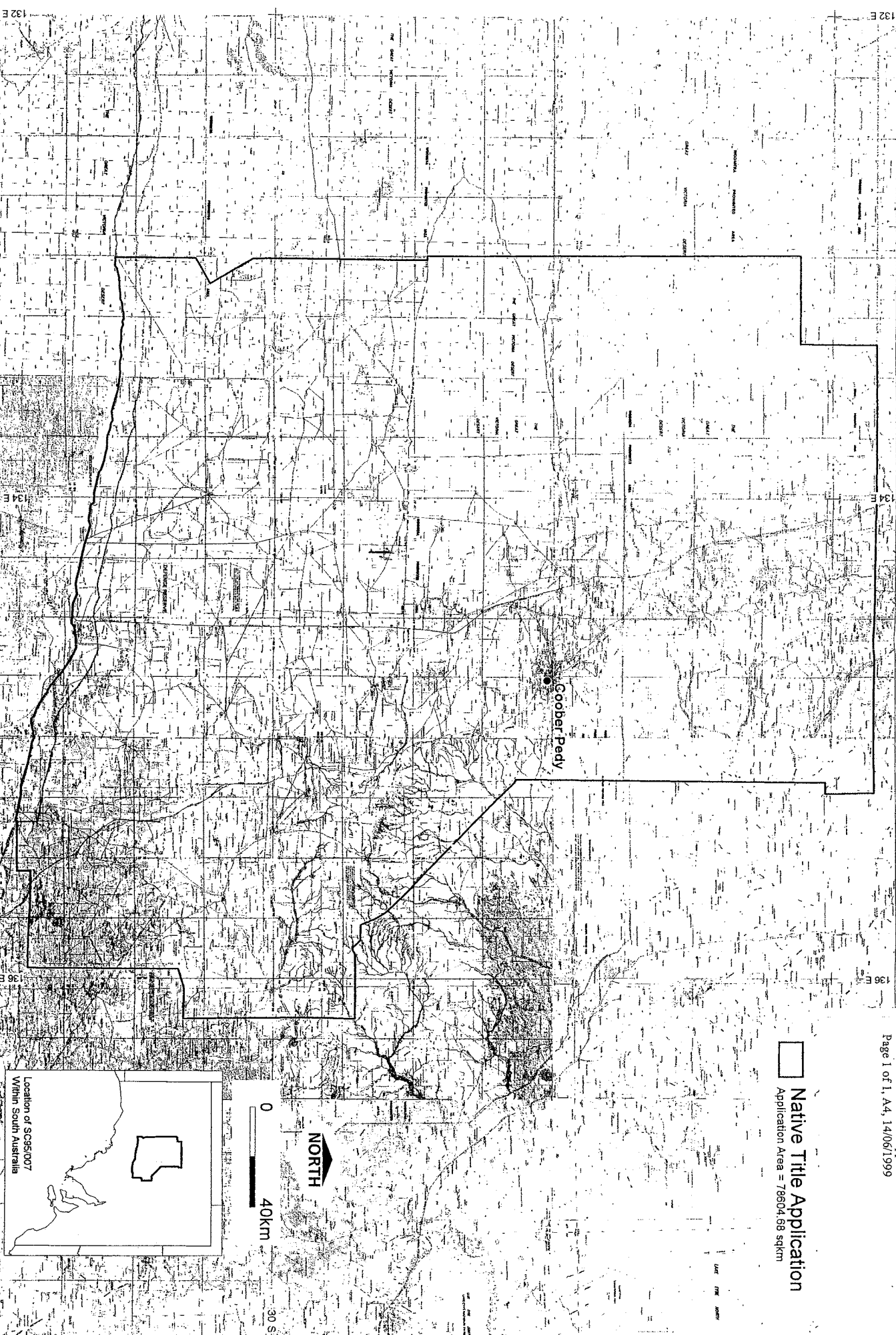
This map product MUST NOT be sold, given away, traded, let, hired or otherwise dealt with. This is a condition of the Data Licensing Agreement for the AUSLIG data.

NATIVE TITLE APPLICATION SC95/7 (SG6007/98) "ANTAKIRINJA"

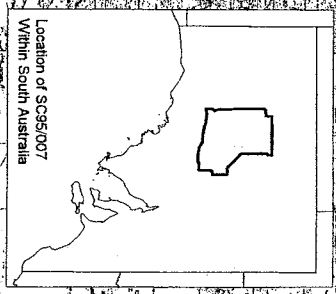
Raster 1:250,000 topographic maps sourced from AUSLIG
Application boundaries sourced from the Resource Information Group, DEHAA
Latitude and Longitude based on Australian Geodetic Datum 1984

SC6007/98 (SC95/7)
Map depicting the External Boundary of Claim Area
Attachment C of the Application
Page 1 of 1, A4, 14/06/1999

☐ Native Title Application
Application Area = 78604.66 sqkm



0 40km





NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SG6022/98 NNTT number: SC97/9
Application name	Yankunytjatjara/Antakirinja Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	21/11/1997
Current stage(s)	Notification Complete, In Mediation
Applicants	Mr Johnny Cullinan, Mr Paddy Jones, Ms Jean Wood, Ms Lallie Lennon, Ms Sadie Singer, Ms Tilly Waye
Address for service	Tim Wooley Aboriginal Legal Rights Movement 345 King William Street ADELAIDE SA 5000 Phone: 08 8212 1244 Fax: 08 8211 7424
Persons claiming to hold native title	The Yankunytjatjara/Antakirinja Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area the subject of the claim. 1. The following persons, together with all their biological descendants, are members of the native title claim group: 1.1 Nora Singer, including her daughter Sadie Singer 1.2 Paddy Jones 1.3 Lallie Lennon and her recently deceased husband, Stanley Lennon 1.4 Johnny Cullinan and his wife Peggy Tjingilya Cullinan 1.5 Billy Cullinan (deceased) and his wife Emily Cullinan 1.6 Huey Cullinan 1.7 Johnny Williams 1.8 Kanytji, including Shannon Kanytji 1.9 Yami Lester and his wife Lucy Lester 1.10 Ernie Baker and his wife Lilly Yupuna Baker 1.11 Cissie Riley 1.12 Kunmanara Edie King 1.13 Angelina Wangka 1.14 Minnie Rosella 1.15 Harry Wallatina 1.16 Lilly Kukika 1.17 David Umula and his wife Lilly Umula 1.18 Marinka Burton 1.19 Billy Kutatji 1.20 Monty O'Toole 1.21 Janie Woodford 1.22 Judy Edwards 1.23 Daisy Brown, including her son, Albert Crombie , 2. The following sets of siblings and all their biological descendants are members of the native title claim group. 2.1 Whiskey Tjukanku and Riley Tjayrany 2.2 Harry Giles, Ginger Mapulya, Maxine Stuart and Nelly Coulthard 2.3 Huey Tjami and Cathleen Wallatina

	2.4 Aileen Daniels, Mungkutja Prince and Suzie Presley 2.5 Teddy Edwards, Molly Tjami and Murika (deceased) 2.6 Wallace Wallatina and Mary (Tuli) Mingkilyi 2.7 Peter Munkuri and Johnny Wangin 2.8 Topsy Campbell and Marlene Campbell 2.9 Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr and Dorothy Lennon Cayton. 2.10 Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin. 2.11 Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown. 2.12 George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell. 2.13 Hazel Brown, Ricky Brown and Martha Edwards. 2.14 [Willy Williams' dec'd wife], Johnny Fatt, Eva Fatt, Beverley Fatt and Ronald Fatt. 2.15 Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown. 2.16 Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare. 2.17 Biddy Lang, Lena Lang, Lesley Lang, Beverly Lang, Joan Lang and Hector Lang. 2.18 Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns. 2.19 Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert. 2.20 David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown 2.21 Billy Mungi and Mumpi Baker 2.22 Kitty Rouche, Janie Lovegrove and Hilda Lovegrove 2.23 Keith Aitkin, Robert Aitkin, Jimmy Aitkin (deceased), Graham Aitkin, and Deborah Aitkin 2.24 Angelina Crombie and Sadie (deceased) 2.25 Johnny Miller and his siblings whose names are not known at this time 2.26 Topsy Bannington and her siblings, all being the children of Lambina Mick (deceased) and Angelina Lambina (d'csd), 3. The children of Pompey Everard and their biological descendants are members of the native title claim group 4. Yankunytjatjara/Antakarinja principles of incorporation into the group according to traditional law and custom include: 2.1 being of Aboriginal descent; and 2.2 having a connection with the claim area in accordance with the traditional law and custom of the Yankunytjatjara/Antakarinja Native Title Claim Group which includes the principle of descent from their ancestors. NOTE: Pursuant to Yankunytjatjara/Antakarinja traditional law and custom the principle of descent includes, but is not limited to, biological descent. NOTE: Members of the Yankunytjatjara/Antakarinja native title claim group acknowledge that the terms "Yankunytjatjara" and "Antakarinja" are used interchangeably by them and constitute different means of identifying the same language and the same individuals from whom claim group members are descended or referred to by others.
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Native title rights and interests claimed	The native title rights and interests claimed are the rights and interests of common law holders of native title derived from and exercisable by reason of the existence of native title, in particular: 1. The generic aspects of the Yankunytjatjara/Antakarinja proprietary and beneficial rights and interests; 1.1 full beneficial ownership of the claim area including possession, occupation, use and enjoyment as of right; 1.2 carriage of responsibility for the care and maintenance of the claim area; 1.3 the right to hold the claim area as cultural property and source of the native title group and its identity; 1.4 the capacity to transmit ownership of and identification with the claim area, for example, to descendants. 2. Rights which flow from the property and beneficial rights. 2.1 Occupation and economic 2.1.1 the right to access and occupy the claim area, including to live on and erect residences on the land; 2.1.2 the right to take, use, enjoy and develop the natural resources of the claim area; 2.1.3 the right to make a living and derive economic benefit from the claim area, including to dispose of the resources or products of the claim area by commerce or exchange; 2.1.4 the right to a share of the benefit of resources taken on the claim area by others. 2.2 Control and Management
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	2.2.1 the right to make decisions over, manage and conserve the claim area and its natural resources; 2.2.2 the requirement to be asked for and to control access, occupation, use and enjoyment of the claim area and its resources by others; 2.2.3 the right to control the marking and changing of the land of the claim area. 2.3 Cultural Property 2.3.1 The right to speak for, protect and control access to the Aboriginal cultural estate pertaining to the claim area including places of special significance, subject to any level of cultural authority shared by elders of neighbouring groups under Aboriginal traditional law and custom; 2.3.2 The right to maintain, manage, develop and transmit the cultural estate pertaining to the claim area; 2.3.3 The right to conduct social, cultural and religious activities including burials on the claim area. 2.4 Membership and dispute settlement 2.4.1 The right to resolve ambiguities or disputes concerning the claim area or the membership of the Yankunytjatjara/Antakirinja native title claim group, subject to any right or authority to participate held by the neighbouring groups under Aboriginal traditional law and custom. The native title rights and interests claimed are also subject to the effect of:- all existing non-native title rights and interests (see, for example, those referred to in Schedule D); and 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. This exclusion clause is taken to be qualifying the full beneficial rights asserted in Schedule E paragraph 1.1 of the Application such that exclusive rights are not being asserted where there exist valid non-exclusive possession acts. Further, the first exclusion clause detailed in section e (*) above is taken to mean that the applicants are not asserting exclusive rights over areas subject to previous non-exclusive possession acts. At Schedule Q the rights and interests claimed are further qualified that no claim is being made to any native title rights and interests consisting of or including ownership of minerals, petroleum or gas owned by the Crown under valid laws of the Commonwealth, or State.
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Area	Jurisdiction: South Australia Location: Central Northern South Australia Local government region(s): Outback Areas Community Development Trust, Unincorporated Areas - SA ATSIC region(s): Nulla Wimila Kutju Regional Council Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc Land/water and/or sea: Land/Water Area covered by the claim (as detailed in the application): A) a map showing the external boundaries of the area covered by the claim, marked as attachment C. The area covered is the area to: 1. the east of the boundary of Anangu Pitjantjatjara Lands vested pursuant to the Pitjantjatjara Land Rights Act, 1981 (South Australia) from the most north-eastern point of what was formerly known as Granite Downs Station, now Anangu Pitjantjatjara Lands; 2. south along the eastern boundary of Anangu Pitjantjatjara Lands latitude 27 degrees 51 minutes south, to the most south eastern point of which is adjacent to Wintinna West Pastoral Station, then; 3. due east to the eastern boundary of Arkaringa Station (Coorinkiana), then; 4. north along the eastern most boundaries of Arkaringa (Coorinkiana) and Todmorden Stations to the most north-eastern point of Todmorden Station, then; 5. west along the northern most boundaries of Todmorden and Lambina Stations to where the most north-western point of Lambina Station adjoins the eastern boundary of Anangu Pitjantjatjara Lands. The claim area covers the whole of Lambina, Welbourne Hill and Todmorden pastoral stations and northern portions of Wintinna West, Evelyn Downs and Arkaringa (including Coorinkiana) pastoral stations. It also includes the township of Marla. The above area is within the Out of Hundreds Abminga, Wintinna, Dalhousie and Oodnadatta being the whole of the land and waters within this area WITH THE EXCEPTION OF the road corridor where the area is traversed by the Stuart Highway and the railway corridor where the area covered is traversed by the Central Australia Railway.
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The Geographical boundaries of the area covered by the application are clearly delineated and marked on the attached map, being Attachment C to this application.

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

The applicants exclude from the area covered by the Application any area over which native title has been extinguished 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).

In addition the following freehold tenures are specifically excluded:

Volume 4197, Folio 339. Proprietor: Marla Bore Trading Company P/L.

Volume 4400, Folio 816. Proprietor: Dunjiba Community Council Inc.

Volume 4402, Folio 501. Proprietor: Darren Neil Watson.

Volume 4273, Folio 996. Proprietor: Brian Gordon Norris and Hazel Anne Norris

Volume 4196, Folio 194. Proprietor: Minister of Mines and Energy

Volume 4241, Folio 792. Proprietor: Australian Telecommunications Commission

Volume 5482, Folio 208. Proprietor: David Peter Balnaves and Helen Janette Balnaves

Volume 5449, Folio 376. Proprietor: Katamra P/L

Volume 5466, Folio 218. Proprietor: Brian Gordon Norris and Hazel Anne Norris

Volume 5482, Folio 209. Proprietor: Beverly Ann Hart and Ashley George Martin

Volume 5482, Folio 210. Proprietor: Beverly Ann Hart and Ashley George Martin

Volume 5424, Folio 382. Proprietor: Nareeda Jane Martin

Volume 5403, Folio 618. Proprietor: Minister of Mines and Energy

Volume 5403, Folio 284. Proprietor: Commissioner of Highways

Volume 5460, Folio 870. Proprietor: Australian and Overseas Telecommunications Corporation Ltd

Volume 5421, Folio 100. Proprietor: Australian and Overseas Telecommunications Corporation Ltd

Volume 5421, Folio 99. Proprietor: Australian and Overseas Telecommunications Corporation Ltd

Volume 5369, Folio 534. Proprietor: Sabardin Petroleum P/L

Volume 5394, Folio 228. Proprietor: Darren Neil Watson

Volume 5665, Folio 405. Proprietor: Australian National Railways Commission

Registration information

Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.

Date claim entered on Register of Native Title Claims:

	21/11/1997 Registration test status: Accepted for registration Registration history: Registered from 21/11/1997.
Attachments	1. Map of External Boundary, Attachment C of the Application, 1 page - A3, Attached 21/11/1997.
NNTT contact details	Case manager: Monica Khouri Address: National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000 GPO Box 9973 ADELAIDE SA 5001 Phone: (08) 8306 1230 Freecall 1800 640 501 Fax: (08) 8224 0939 Web page: www.nntt.gov.au



NATIONAL NATIVE TITLE TRIBUNAL

Application Information and Extract from the Register of Native Title Claims

Application Information

Application numbers:	Federal Court number:	SG6022/98
	NNTT number:	SC97/9
Application name:	Yankunytjatjara/Antakirinja Native Title Claim	
Registration history:	Registered from 21/11/1997.	

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

Application lodged with:	National Native Title Tribunal
Date application lodged:	21/11/1997
Date claim entered on Register:	21/11/1997
Applicants:	Mr Johnny Cullinan, Mr Paddy Jones, Ms Jean Wood, Ms Lallie Lennon, Ms Sadie Singer, Ms Tilly Waye
Address for service:	Tim Wooley Aboriginal Legal Rights Movement 345 King William Street ADELAIDE SA 5000 Phone: 08 8212 1244 Fax: 08 8211 7424

Area covered by the claim:

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

The area covered is the area to:

1. the east of the boundary of Anangu Pitjantjatjara Lands vested pursuant to the Pitjantjatjara Land Rights Act, 1981 (South Australia) from the most north-eastern point of what was formerly known as Granite Downs Station, now Anangu Pitjantjatjara Lands;

2. south along the eastern boundary of Anangu Pitjantjatjara Lands latitude 27 degrees 51 minutes south, to the most south eastern point of which is adjacent to Wintinna West Pastoral Station, then;
 3. due east to the eastern boundary of Arkaringa Station (Coorinkiana), then;
 4. north along the eastern most boundaries of Arkaringa (Coorinkiana) and Todmorden Stations to the most north-eastern point of Todmorden Station, then;
 5. west along the northern most boundaries of Todmorden and Lambina Stations to where the most north-western point of Lambina Station adjoins the eastern boundary of Anangu Pitjantjatjara Lands.
- The claim area covers the whole of Lambina, Welbourne Hill and Todmorden pastoral stations and northern portions of Wintinna West, Evelyn Downs and Arkaringa (including Coorinkiana) pastoral stations. It also includes the township of Marla.

The above area is within the Out of Hundreds Abminga, Wintinna, Dalhousie and Oodnadatta being the whole of the land and waters within this area WITH THE EXCEPTION OF the road corridor where the area is traversed by the Stuart Highway and the railway corridor where the area covered is traversed by the Central Australia Railway.

The Geographical boundaries of the area covered by the application are clearly delineated and marked on the attached map, being Attachment C to this application.

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

The applicants exclude from the area covered by the Application any area over which native title has been extinguished 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).

In addition the following freehold tenures are specifically excluded:

Volume 4197, Folio 339. Proprietor: Marla Bore Trading Company P/L.
 Volume 4400, Folio 816. Proprietor: Dunjiba Community Council Inc.
 Volume 4402, Folio 501. Proprietor: Darren Neil Watson.
 Volume 4273, Folio 996. Proprietor: Brian Gordon Norris and Hazel Anne Norris
 Volume 4196, Folio 194. Proprietor: Minister of Mines and Energy
 Volume 4241, Folio 792. Proprietor: Australian Telecommunications Commission
 Volume 5482, Folio 208. Proprietor: David Peter Balnaves and Helen Janette Balnaves
 Volume 5449, Folio 376. Proprietor: Katamra P/L
 Volume 5466, Folio 218. Proprietor: Brian Gordon Norris and Hazel Anne Norris
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 Volume 5460, Folio 870. Proprietor: Australian and Overseas Telecommunications Corporation Ltd
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 Volume 5369, Folio 534. Proprietor: Sabardin Petroleum P/L
 Volume 5394, Folio 228. Proprietor: Darren Neil Watson
 Volume 5665, Folio 405. Proprietor: Australian National Railways Commission

Persons claiming to hold native title:

The Yankunytjatjara/Antakarinja Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area the subject of the claim.

1. The following persons, together with all their biological descendants, are members of the native title claim group:

- 1.1 Nora Singer, including her daughter Sadie Singer
- 1.2 Paddy Jones
- 1.3 Lallie Lennon and her recently deceased husband, Stanley Lennon
- 1.4 Johnny Cullinan and his wife Peggy Tjingilya Cullinan
- 1.5 Billy Cullinan (deceased) and his wife Emily Cullinan
- 1.6 Huey Cullinan
- 1.7 Johnny Williams
- 1.8 Kanytji, including Shannon Kanytji
- 1.9 Yami Lester and his wife Lucy Lester
- 1.10 Ernie Baker and his wife Lilly Yupuna Baker
- 1.11 Cissie Riley
- 1.12 Kunmanara Edie King
- 1.13 Angelina Wangka
- 1.14 Minnie Rosella
- 1.15 Harry Wallatina
- 1.16 Lilly Kukika
- 1.17 David Umula and his wife Lilly Umula
- 1.18 Maringka Burton
- 1.19 Billy Kutatji
- 1.20 Monty O'Toole
- 1.21 Janie Woodford
- 1.22 Judy Edwards
- 1.23 Daisy Brown, including her son, Albert Crombie

, 2. The following sets of siblings and all their biological descendants are members of the native title claim group.

2.1 Whiskey Tjukanku and Riley Tjayrany

2.2 Harry Giles, Ginger Mapulya, Maxine Stuart and Nelly Coulthard

2.3 Huey Tjami and Cathleen Wallatina

2.4 Aileen Daniels, Mungkutja Prince and Suzie Presley

2.5 Teddy Edwards, Molly Tjami and Murika (deceased)

2.6 Wallace Wallatina and Mary (Tuli) Mingkilyi

2.7 Peter Munkuri and Johnny Wangin

2.8 Topsy Campbell and Marlene Campbell

2.9 Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr and Dorothy Lennon Cayton.

2.10 Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin.

2.11 Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown.

2.12 George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell.

2.13 Hazel Brown, Ricky Brown and Martha Edwards.

2.14 [Willy Williams' dec'd wife], Johnny Fatt, Eva Fatt, Beverley Fatt and Ronald Fatt.

2.15 Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown.

2.16 Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare.

2.17 Biddy Lang, Lena Lang, Lesley Lang, Beverly Lang, Joan Lang and Hector Lang.

2.18 Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns.

2.19 Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert.

2.20 David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown

2.21 Billy Mungi and Mumpi Baker

2.22 Kitty Rouche, Janie Lovegrove and Hilda Lovegrove

2.23 Keith Aitkin, Robert Aitkin, Jimmy Aitkin (deceased), Graham Aitkin, and Deborah Aitkin

2.24 Angelina Crombie and Sadie (deceased)

2.25 Johnny Miller and his siblings whose names are not known at this time

2.26 Topsy Bannington and her siblings, all being the children of Lambina Mick (deceased) and Angelina Lambina (d'csd),

3. The children of Pompey Everard and their biological descendants are members of the native title claim group

4. Yankunytjatjara/Antakarinja principles of incorporation into the group according to traditional law and custom include:

2.1 being of Aboriginal descent; and

2.2 having a connection with the claim area in accordance with the traditional law and custom of the Yankunytjatjara/Antakarinja Native Title Claim Group which includes the principle of descent from their ancestors.

NOTE: Pursuant to Yankunytjatjara/Antakarinja traditional law and custom the principle of descent includes, but is not limited to, biological descent.

NOTE: Members of the Yankunytjatjara/Antakarinja native title claim group acknowledge that the terms "Yankunytjatjara" and "Antakarinja" are used interchangeably by them and constitute different means of identifying the same language and the same individuals from whom claim group members are descended or referred to by others.

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 08/10/1999:

The native title rights and interests claimed are the rights and interests of common law holders of native title derived from and exercisable by reason of the existence of native title, in particular:

1. The generic aspects of the Yankunytjatjara/Antakirinja proprietary and beneficial rights and interests;
 - 1.1 full beneficial ownership of the claim area including possession, occupation, use and enjoyment as of right;
 - 1.2 carriage of responsibility for the care and maintenance of the claim area;
 - 1.3 the right to hold the claim area as cultural property and source of the native title group and its identity;
 - 1.4 the capacity to transmit ownership of and identification with the claim area, for example, to descendants.
2. Rights which flow from the property and beneficial rights.
 - 2.1 Occupation and economic
 - 2.1.1 the right to access and occupy the claim area, including to live on and erect residences on the land;
 - 2.1.2 the right to take, use, enjoy and develop the natural resources of the claim area;
 - 2.1.3 the right to make a living and derive economic benefit from the claim area, including to dispose of the resources or products of the claim area by commerce or exchange;
 - 2.1.4 the right to a share of the benefit of resources taken on the claim area by others.
 - 2.2 Control and Management
 - 2.2.1 the right to make decisions over, manage and conserve the claim area and its natural resources;
 - 2.2.2 the requirement to be asked for and to control access, occupation, use and enjoyment of the claim area and its resources by others;
 - 2.2.3 the right to control the marking and changing of the land of the claim area.
 - 2.3 Cultural Property
 - 2.3.1 The right to speak for, protect and control access to the Aboriginal cultural estate pertaining to the claim area including places of special significance, subject to any level of cultural authority shared by elders of neighbouring groups under Aboriginal traditional law and custom;
 - 2.3.2 The right to maintain, manage, develop and transmit the cultural estate pertaining to the claim area;
 - 2.3.3 The right to conduct social, cultural and religious activities including burials on the claim area.
 - 2.4 Membership and dispute settlement
 - 2.4.1 The right to resolve ambiguities or disputes concerning the claim area or the membership of the Yankunytjatjara/Antakirinja native title claim group, subject to any right or authority to participate held by the neighbouring groups under Aboriginal traditional law and custom.

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

all existing non-native title rights and interests (see, for example, those referred to in Schedule D); and
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.

This exclusion clause is taken to be qualifying the full beneficial rights asserted in Schedule E paragraph 1.1 of the Application such that exclusive rights are not being asserted where there exist valid non-exclusive possession acts.

Further, the first exclusion clause detailed in section e (*) above is taken to mean that the applicants are not asserting exclusive rights over areas subject to previous non-exclusive possession acts. At Schedule Q the rights and interests

claimed are further qualified that no claim is being made to any native title rights and interests consisting of or including ownership of minerals, petroleum or gas owned by the Crown under valid laws of the Commonwealth, or State.

Register attachments:

1. Map of External Boundary, Attachment C of the Application, 1 page - A3, Attached 21/11/1997.

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

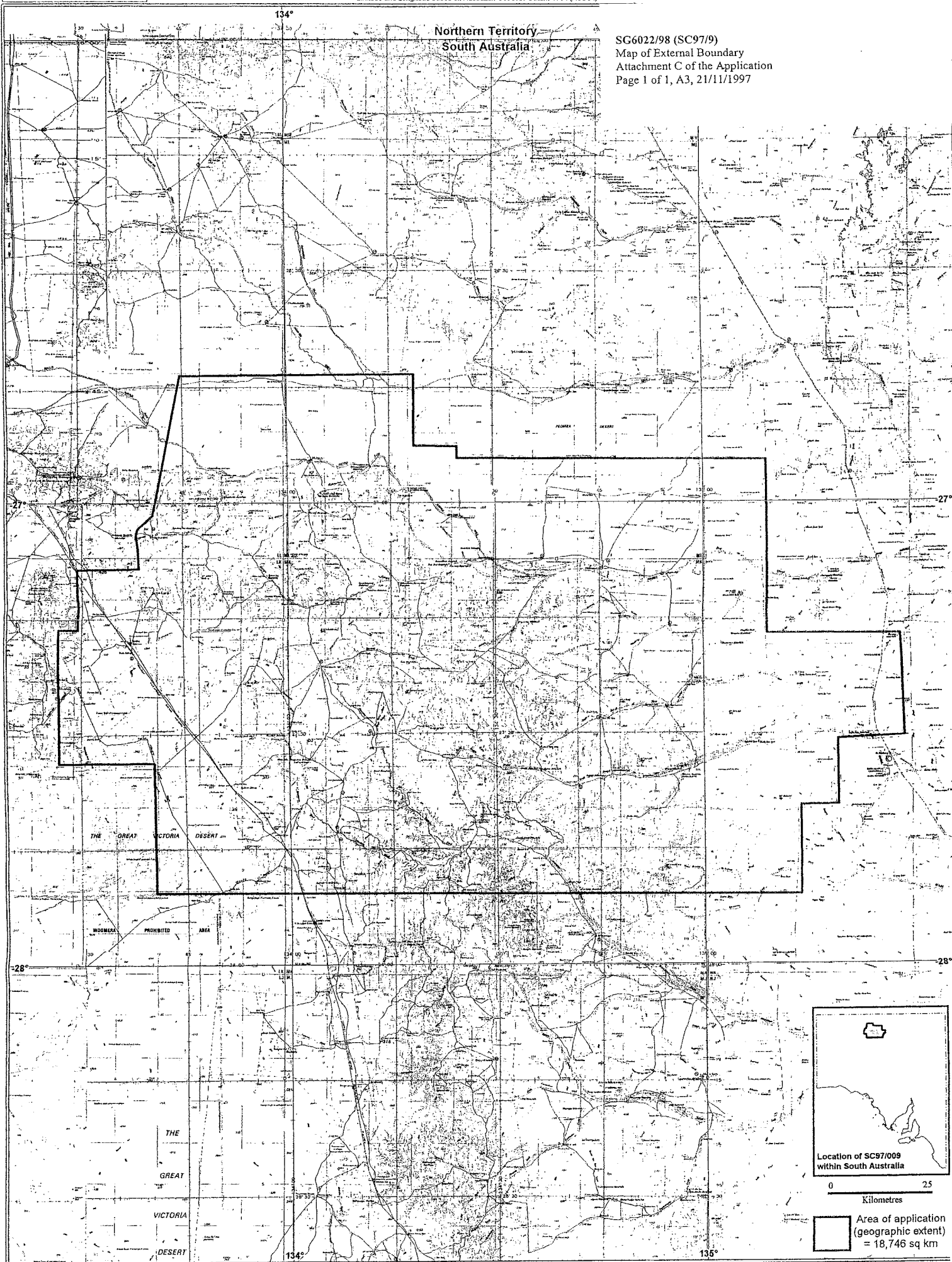
This map product MUST NOT be sold, given away, traded, let, hired or otherwise dealt with.
This is a condition of the Data Licensing Agreement for the AUSLIG data.

SC97/009 (SG6022/98) Yankunytjatjara/Antakirinja

Raster topographic maps (1:250,000) sourced from AUSLIG
Application boundary data sourced from Resource Information, DEHAA

Latitude and Longitude based on Australian Geodetic Datum 1984 (AGD84)

SG6022/98 (SC97/9)
Map of External Boundary
Attachment C of the Application
Page 1 of 1, A3, 21/11/1997



[illegible]

SCHEDULE 2 : PART 2 : ASSOCIATION

ANTAKIRINJA LAND MANAGEMENT (ABORIGINAL CORPORATION)

FORM 7

Sub-regulation 11 (1)

COMMONWEALTH OF AUSTRALIA

Aboriginal Councils and Associations Act 1976

Certificate of Incorporation of an Aboriginal Association

I, **JOE MASTROLEMBO, DELEGATE OF**
the Registrar of Aboriginal Corporations,
in pursuance of paragraph 45(1)(a) of the Act
heroby certify that

**Antakirinja Land Management
Aboriginal Corporation**

has this day been incorporated under the Act

Dated this TWENTYSECOND *day of* AUGUST . 1997 .

J. Mastrole
DELEGATE OF THE
REGISTRAR



SCHEDULE 3 : PAYMENTS BY THE GRANTEE PARTY

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

In this schedule all references to 'Payee' mean each of ALMAC and the second mentioned native title party (The Yankunytjatjara Antakirinja) respectively for their respective rights and interests in this Deed.

Production Payments

1. Tax Invoice for GST component

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

2. Payment by Grantee Party to State

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

3. Calculations to follow Petroleum Act

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

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

4. Goods and Services Tax

4.1 Acknowledgement

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

4.2 GST Gross-Up

Where any payment to be made by the Grantee Party under clause 7 and in this Schedule 3 of this Deed (**'Payment'**) constitutes consideration for a taxable supply by the Payee:

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

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

4.3 Interpretation

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

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

PETROLEUM ACT 2000

PRODUCTION LICENCE

**GUIDELINES FOR PAYMENT OF ROYALTY
AND PROVISION OF INFORMATION**

(1) Payment of Royalty

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

(2) Calculation of Royalty

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

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

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

- (i) the amount of such deduction will be reduced by the amount obtained upon the sale of any item of plant which has not been depreciated or which has been fully depreciated, but not so as to reduce the deduction below zero,
 - (ii) if any such expenses are incurred pursuant to any agreement which is not *bona fide* or arms length, such expenses (or part thereof) shall not be deducted, and
 - (iii) any expenses allowed as a deduction under clause (2)(c) shall not include any expenditure provided for in clause (2)(a) or (2)(b) or (2)(d),
- (d) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer pursuant to a *bona fide* arms length agreement to lease any plant used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser provided however that any such expenses in any one calendar year which is in excess of:-
- (A) in the calendar year 200.. – the sum of \$.....; or
 - (B) in all subsequent calendar years, the sum of \$..... increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) for the City of Adelaide ('CPI') from the CPI in the calendar year 200.. to the CPI in the relevant year

shall not be deductible,

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

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

(c) Interest Rate

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

(d) Apportionment of Expenses

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

that other purpose.

(e) Sale of Plant

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

(f) Take or Pay

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

(g) Tolling

- (i) If the Producer receives any revenue from the use of any plant downstream of the wellhead used for treating processing or refining the substance sourced from anywhere within the area from time to time comprised in Exploration Licence ... or any Production Licence issued from an area which was comprised in Exploration Licence ... immediately prior to the time such Production Licence was issued, or in transporting such substance to the point of delivery to the purchaser such revenue shall be deemed to be part of the *bona fide* sales value of the substance to the intent that royalty shall be payable thereon.
- (ii) Any sums, being sums deemed under clause (3)(g)(i) to be part of the *bona fide* value of the substances, paid by the Producer in respect of the use of such plant for treating processing or refining such substance or in transporting such substance to the point of delivery to the purchaser shall be deemed to be an expense under clause (2)(c).
- (iii) If any such plant is used for treating processing or refining of the substance sourced from outside of the areas referred to in clause (3)(g)(i) or in transporting such substance to the point of delivery to the purchaser any amounts which may be claimed as deductions under this clause (whether such deductions be by way of operating expenditure or capital expenditure) in respect of such plant shall be reduced by the proportion which would be obtained by the method of apportioning costs used by the Producer to ascertain the tolling fee, but any revenue received by the Producer for the use of such plant for the treating, processing or refining of such substance prior to delivery or in transporting the substance to the point of delivery to the purchaser shall not be deemed to part of the gross sales value of the substance.

(4) Royalty Returns

- (a) Not later than thirty (30) days after the conclusion of each calendar month the Licensee will calculate and notify to the Minister the royalty, calculated by taking the *bona fide* sales value of the substance sold in that month, and deducting therefrom the most recent estimated monthly expenditure provided under clause (4)(c), payable by each Licensee. The Licensee shall with each such notification provide the Minister with a statement, in a form approved by the Minister, advising of the quantity of the substance sold and the amount realised upon such sale during the last preceding month, together with such other information as the Minister may require.
- (b) The Licensees shall not later than thirty (30) days after the conclusion of each calendar month pay to the Minister the amount of royalty specified in the notice referred to in clause (4)(a) as payable.
- (c) On or before each 15th March (in respect of the next succeeding twelve (12) month period commencing 1st July), the Licensee shall *bona fide* estimate the sales volume of the substance, the sales value of the substance, the allowable deductions apportioned between capital and operational deductions and hence calculate the estimated royalty payable for the next succeeding twelve (12) month period and shall provide the Minister with such estimates, together with the apportionment thereof on a monthly basis. A review of such forecast will be required if significant change to the forecast is evident. The Licensee will be required to provide a bona fide forecast as necessary for up to a period of 5 financial years including detail as referred to above but excluding a monthly apportionment for all but the proceeding twelve (12) month period.
- (d) Not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 30 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.
- (e) The Licensee shall not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June pay to the Minister the additional royalty calculated in accordance with the reconciliation referred to in clause 4(d) as payable by the Licensee.
- (f) The Licensee shall at its cost cause the royalty calculation reconciliations submitted by the Licensee to be audited by the auditor appointed by the Licensee to audit its own accounts (provided that such auditor must be a duly registered auditor in Australia) and the Licensee shall forward a copy of the auditor's report in respect of a

particular reconciliation within 3 months of the receipt of such reconciliation by the Minister, such report to be accompanied by a certificate by the auditor that the reconciliation is in accordance with these guidelines.

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

SCHEDULE 4 – DEED OF ADOPTION AND ASSUMPTION

(Clause 14.4)

Deed of Adoption and Assumption

Details**Date**

200

Parties

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

AND THE ANTAKIRINJA PEOPLE by William Herbert Lennon Snr, Jean Wood, Ian Crombie, Keith Smith Snr, David Brown and Herbert Joseph Lennon , the registered native title claimants in relation to native title determination application no. SG 6007/98 in the Federal Court of Australia, C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000

AND THE YANKUNYTJATJARA ANTAKIRINJA PEOPLE by Johnny Cullinan, Paddy Jones, Jean Wood, Lallie Lennon, Sadie Singer and Tilly Waye, the registered native title claimants in relation to native title determination application no. SG 6022/98 in the Federal Court of Australia, C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000

AND DAWNPARK HOLDINGS PTY LTD (ACN 091 526 948) of C/- Casey Yoon & Co, Level 5, IEC Building, 231 Adelaide Terrace Perth Western Australia 6000

AND STANDARD OIL PTY LTD (ACN 098 141 130) of C/- Casey Yoon & Co, Level 5, IEC Building, 231 Adelaide Terrace Perth Western Australia 6000

AND ANTAKIRINJA LAND MANAGEMENT (ABORIGINAL CORPORATION) C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000

together 'NTMA Parties'

AND [C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000]

('New Corporation')

Background

- A. The NTMA Parties are parties to a native title mining agreement for petroleum made with the State of South Australia dated [] 2003 ('NTMA'). The NTMA sets out the contractual rights and obligations of the parties.
- B. Clause 14.4 of the NTMA provides that in the event the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) incorporates itself or its management committee pursuant to either the Associations Incorporation Act 1985 (South Australia) or the Aboriginal Councils and Associations Act 1976 (Commonwealth) the parties to the NTMA agree to admit such body corporate as a party to the NTMA by all the parties to the NTMA and the body corporate executing this deed.
- C. Under clause 14.4 of the NTMA New Corporation is to be bound by the terms of the NTMA.
- D. By this Deed the NTMA Parties agree to admit New Corporation as a party to the NTMA for the purposes set out in the NTMA.
- E. New Corporation is to assume certain of the obligations of the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) towards the NTMA Parties and is to be bound by the terms and conditions of the NTMA to the extent set out in this Deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

- (a) In this Deed (including the Recitals) unless the context otherwise requires, expressions defined in the NTMA used in this Deed shall have the meanings as defined in the NTMA.
- (b) 'Assumed Obligations' means like obligations to those appearing in the NTMA in relation to ALMAC as the incorporated management corporation of the Antakirinja People, the intention being that like obligations will by this deed be assumed by New Corporation as the incorporated management corporation of, and for, the Yankunytjatjara Antakirinja People.

1.2 Interpretation

In this Deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) a reference to any legislation or statutory instrument is construed in accordance with the relevant Acts Interpretation Act;
- (c) other grammatical forms of defined words or phrases have corresponding meanings;
- (d) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Deed and a reference to this Deed includes any schedules and annexures;
- (e) where a party comprises two or more persons an agreement or obligation binding that party binds those persons jointly and severally;
- (f) terms defined in the Corporations Act as at the date of this Deed have the meanings given to them in the Corporations Act at that date;
- (g) a reference to a party to this Deed or any other document or agreement includes its successors and permitted assigns;
- (h) a reference to a document or agreement, including this Deed, includes a reference to that document or agreement as novated, altered or replaced from time to time;

- (i) a reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words, figures or symbols in a permanent and visible form;
- (j) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed.

In this Deed headings are used for reference purposes only.

2. Adoption Covenant

- (a) With effect on and from the date the last Party signs this Deed the NTMA Parties admit New Corporation as a party to the NTMA.
- (b) New Corporation covenants with the NTMA Parties, with effect on and from the date the last Party signs this Deed, to adopt and be bound by all the terms, conditions, restrictions, covenants and obligations contained in the NTMA to the extent that such terms, conditions, restrictions, covenants and obligations relate to the Assumed Obligations.
- (c) Each of the NTMA Parties covenants with New Corporation and with each other to carry out and give full effect to the NTMA.
- (d) Nothing in Clause 2.1 will affect:
 - (i) the obligations of the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) to comply with terms of the NTMA prior to the date the last Party signs this Deed; or
 - (ii) any obligations and liabilities of the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group), which have accrued and remain unsatisfied on the date the last Party signs this Deed,

which will continue to bind the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) until satisfied.

- (e) The second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) will indemnify and keep indemnified New Corporation against any liability New Corporation suffers or incurs due to the second mentioned Native Title Claim group failing to satisfy an obligation or liability referred to in Clause 2(d).

3. Notices and other Parties in future

The second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) agrees to appoint New Corporation for the purposes of receiving and giving notices under the NTMA for and on behalf of the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group), and to execute and deliver all such acts, instruments and things as are necessary or desirable to effect that appointment.

4. New Corporation Address

The address of New Corporation for the purpose of the NTMA shall, until a new address is substituted, be as follows:

Telephone: (08)

Facsimile: (08)

5. Further Assurances

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

6. Costs

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

7. Severability

- (a) Any provision of this Deed will be read down to the extent necessary to prevent that provision or this Deed being invalid, voidable or unenforceable in the circumstances.
- (b) If, notwithstanding Clause 7(a), a provision of this Deed is still invalid or voidable:
 - (i) if the provision would not be invalid or voidable if a word or words were omitted, that word or those words will be deleted; and
 - (ii) in any other case, the whole provision will be deleted,

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

8. Inurement

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

9. Governing Law And Jurisdiction

- (a) This Deed is governed by the laws of the State of South Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of South Australia and Courts entitled to hear appeals from those Courts.

10. Counterparts

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

Signing page

EXECUTED as a deed.

THE COMMON SEAL of the MINISTER)
 FOR MINERAL RESOURCES)
 DEVELOPMENT was hereunto affixed in the)
 presence of)
)
)
)
)
)
)
)
)
 The Honourable Paul Holloway)
 Minister for Mineral Resources)
 Development)
)
)
)
)
)
)
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 Witness)
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)
)
 Name)
)
 Address)
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)
)
 Occupation)
)
)
)

SIGNED SEALED AND DELIVERED for)
 and on behalf of each member of the Native)
 Title Party by the said **WILLIAM HERBERT**)
LENNON Snr in the presence of)

.....)
 Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
WILLIAM HERBERT LENNON Snr

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

.....)
 Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
JEAN WOOD

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

.....)
 Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
IAN CROMBIE

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

.....)
 Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
KEITH SMITH Snr

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

)
)
DAVID BROWN

Witness)
)

)
 Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)
)
)
)
)
)

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

)
)
HERBERT JOSEPH LENNON

Witness)
)

)
 Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)
)
)

THE COMMON SEAL of the)
ANTAKIRINJA LAND MANAGEMENT)
(ABORIGINAL CORPORATION) was)
 affixed hereto in accordance with its)
 Constitution in the presence of:)

)

)

)

Common Seal

.....)

)

(_____ – Member))

(print name)

)

)

)

)

)

)

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.....)

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)

(_____ – Member))

(print name)

)

)

)

)

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.....)

)

)

(_____ - Member))

(print name)

)

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

)
.....)
JOHNNY CULLINAN

Witness)

)
Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)
)
)
)
)
)

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

)
.....)
PADDY JONES

Witness)

)
Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

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

.....)
)
) **JEAN WOOD**

Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)
)
)

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

.....)
)
) **LALLIE LENNON**

Witness

Name Michael Steele
 Address Level 12, 26 Flinders Street
 Adelaide SA 5000
 Occupation Solicitor

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

.....)
.....) **SADIE SINGER**

Witness)
Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)
)
)
)
)
)

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

.....)
.....) **TILLY WAYE**

Witness)
Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

THE COMMON SEAL of DAWNPAK HOLDINGS PTY LTD is fixed to this document in accordance with its Constitution in the presence of

Signature of director

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

Name of director (print)

Name of director/company secretary (print)

THE COMMON SEAL of STANDARD OIL PTY LTD is fixed to this document in accordance with its Constitution in the presence of

Signature of director

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

Name of director (print)

Name of director/company secretary (print)

THE COMMON SEAL of [New Corporation])
 was affixed hereto in accordance with its)
 Constitution in the presence of:)

)

)

))

.....)

)

(_____ – **Member**))

(print name))

)

)

)

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)

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.....)

)

(_____ – **Member**))

(print name))

)

)

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)

)

.....)

)

(_____ - **Member**))

(print name))

Common Seal

SCHEDULE 5 : ANCILLARY AGREEMENT

**THE ANTAKIRINJA PEOPLE
AND
THE YANKUNTYTJATJARA ANTAKIRINJA PEOPLE
('Native Title Party')**

and

**DAWNPARK HOLDINGS PTY LTD (ACN 091 526 948)
AND
STANDARD OIL PTY LTD (ACN 098 141 130)
('Explorer')**

and

**ANTAKIRINJA LAND MANAGEMENT (ABORIGINAL CORPORATION)
('ALMAC')**

**ANCILLARY AGREEMENT
NATIVE TITLE : PETROLEUM**

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TABLE OF CONTENTS

1.	INTERPRETATION AND OTHER MATTERS.....	3
2.	DEFINITIONS.....	6
3.	COMMENCEMENT AND TERM.....	10
4.	AUTHORITY TO ENTER INTO AGREEMENT	10
5.	UNDERTAKINGS BY EXPLORER.....	10
6.	RECONNAISSANCE SURVEYS OF LICENCE AREA BY EXPLORER.....	11
7.	LAND ACCESS AND OCCUPATION.....	11
8.	IDENTIFICATION.....	12
9.	PETROLEUM OPERATIONS	12
10.	NOTIFICATION OF OPERATIONS	13
11.	INSPECTION AND CLEARANCE	15
12.	SURVEY TEAM.....	17
13.	REPORTS	18
14.	BUDGETS AND PAYMENT BY EXPLORER FOR CLEARANCE WORK	19
15.	REMOVAL OF EMPLOYEES.....	21
16.	INSTRUCTION IN ABORIGINAL CULTURE	21
17.	EXPLORER COVENANTS	22
18.	THE NATIVE TITLE PARTY COVENANTS.....	23
19.	RIGHTS OF THE NATIVE TITLE PARTY.....	24
20.	RIGHTS OF EXPLORER.....	24
21.	REVERSION OF INFRASTRUCTURE	25
22.	FIELD DEVELOPMENT AND PRODUCTION	25
23.	FORCE MAJEURE.....	25
24.	ASSIGNMENT	26
25.	CONFIDENTIAL INFORMATION	26
26.	GOODS & SERVICES TAX	26
27.	DISPUTE RESOLUTION	28
28.	CESSATION OF ACTIVITIES	30
29.	EMPLOYMENT OPPORTUNITIES	31
30.	NOTICES	32
31.	COUNTERPARTS.....	33
	SCHEDULE 1 : DESCRIPTION OF THE LICENCE APPLICATION AREA	41
	SCHEDULE 2 : PART 1 : THE NATIVE TITLE APPLICATION AND MAP OF THE CLAIM AREA.....	42
	SCHEDULE 2 : PART 2 : ASSOCIATION.....	43
	SCHEDULE 3 : CLEARANCE PROCEDURES	44
	SCHEDULE 4 : SCHEDULE OF EVENTS	47
	SCHEDULE 5 : BUDGET	48
	SCHEDULE 6 : GUIDELINES TO MEDIATION.....	49

ANCILLARY AGREEMENT
NATIVE TITLE : PETROLEUM

THIS AGREEMENT is made the day of 2003

BETWEEN THE ANTAKIRINJA PEOPLE by William Herbert Lennon Snr, Jean Wood, Ian Crombie, Keith Smith Snr, David Brown and Herbert Joseph Lennon, the registered native title claimants in relation to native title determination application no. SG 6007/98 in the Federal Court of Australia

AND THE YANKUNTYTJATJARA ANTAKIRINJA PEOPLE by Johnny Cullinan, Paddy Jones, Jean Wood, Lallie Lennon, Sadie Singer and Tilly Waye, the registered native title claimants in relation to native title determination application no. SG 6022/98 in the Federal Court of Australia

both C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000
(together '**Native Title Party**')

AND DAWNPARK HOLDINGS LTD (ACN 091 526 948)

AND STANDARD OIL PTY LTD (ACN 098 141 130)

both of C/- Casey Yoon & Co, Level 5, IEC Building, 231 Adelaide Terrace Perth Western Australia 6000
('**Explorer**')

AND ANTAKIRINJA LAND MANAGEMENT (ABORIGINAL CORPORATION) C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000
('**ALMAC**')

WHEREAS:

- A. The Native Title Party claims native title in all of the Claimed Land and has filed Native Title Applications under section 13(1) of the *Native Title Act* 1993 (Commonwealth) (as amended) with the Federal Court of Australia in proceedings Numbered SG 6007/98 and SG 6022/98 for determinations of native title in respect of the Claimed Land.
- B. Explorer has lodged an application for the grant of PEL 139 with the South Australian Minister for Minerals & Energy under the provisions of the Petroleum Act.
- C. All or part of the land the subject of the application for the grant of the PEL is within the Claimed Land.
- D. Explorer does not dispute that members of the Native Title Claim Groups assert native title rights and interests over Claimed Land including within the Licence Area.
- E. The Parties having negotiated in good faith, intend that this Agreement shall provide:
 - (a) certain terms and conditions with which Explorer has agreed to abide in the course of carrying out Petroleum Operations on the Licence Area; and
 - (b) the methodology for the identification and protection of Areas of Significance.
- F. Explorer's obligations under this Agreement are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a determination of native title.
- G. The first mentioned Native Title Claim group (the Antakirinja People which includes the registered native title claimants for that group) resolved on the 15th day of October 1996 to incorporate under the Aboriginal Councils and Associations Act 1976 (Commonwealth). On the 22nd day of August 1997 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Antakirinja Land Management (Aboriginal Corporation) ('ALMAC') pursuant to the Aboriginal Councils and Associations Act 1976 (Commonwealth).
- H. The Native Title Party and Explorer having negotiated in good faith have agreed for the better management of interaction between them hereafter to include ALMAC as a party to this Agreement for the purpose of more efficiently managing certain administrative functions under this Agreement for the benefit of the first mentioned Native Title Claim group (the Antakirinja People which includes the registered native title claimants for that group) as are more specifically set out in this Agreement.

- I The second mentioned Native Title Claim group (the Yankuntyjtjajara Antakirinja People which includes the registered native title claimants for that group) has not yet resolved to incorporate under either the Associations Incorporation Act 1985 (South Australia) or the Aboriginal Councils and Associations Act 1976 (Commonwealth). In the event that group does incorporate it is intended, 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 admit the body corporate as a party to this Deed.

NOW THIS AGREEMENT WITNESSES as follows:

1. INTERPRETATION AND OTHER MATTERS

- 1.1 The Recitals and the Schedules to this Agreement form part of this Agreement and shall be used in its interpretation and construction.
- 1.2 Unless the contrary intention appears in this Agreement:
- (a) monetary references are references to Australian currency;
 - (b) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (c) the singular includes the plural and vice versa and reference to a gender includes each other gender;
 - (d) a reference to an individual or person includes a company, corporation, partnership, joint venture, association, authority, trust, state, government or body whether incorporated or not, and vice versa;
 - (e) reference to a Minister, Department, authority, body or person, includes the Minister, Department, authority, body or person for the time being performing the functions of such Minister, Department, authority, body or person;
 - (f) a reference to Explorer includes the employees, servants, agents, contractors and sub-contractors of Explorer engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon Explorer shall, where Explorer has engaged an agent, contractor or sub-contractor to undertake any activity which Explorer is required or authorised to undertake under this Agreement, be construed as an obligation or duty upon Explorer to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty;

- (g) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived therefrom or otherwise granted under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them;
 - (h) the headings in this Agreement are for convenience of reference only and shall not be used in its interpretation or construction;
 - (i) the meaning of general words will not be limited by reference to accompanying specific words;
 - (j) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Agreement;
 - (k) Recitals and Schedules form part of this Agreement;
 - (l) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
 - (m) a reference to any party to this Agreement includes that party's executors, administrators, substitutes, successors and assigns;
 - (n) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (o) 'business day' excludes a Saturday, Sunday or public holiday in South Australia;
 - (p) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
 - (q) a reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them; and
 - (r) any term or expression used herein which is defined in either the Petroleum Act or the Native Title Act has the same meaning as in that legislation.
- 1.3 This Agreement shall be governed by and construed in accordance with the laws of the State of South Australia and of the Commonwealth of Australia and each party hereby submits to the jurisdiction of the appropriate Courts of that State and of the Commonwealth of Australia and any Courts competent to hear appeals therefrom. The parties agree that appeals from the courts of the Commonwealth of Australia will be filed in the South Australia District Registry of the Federal Court of Australia.
- 1.4 The clauses in this Agreement shall prevail over any inconsistent provisions in any Schedule to this Agreement.

- 1.5 No modification, variation or amendment to this Agreement shall be of any force unless in writing and executed by each party. No waiver by a party of any of the provisions of this Agreement shall be binding unless made in writing and any such waiver shall relate only to the specific matter, non-compliance or breach in respect of which it is given and shall not apply to any subsequent or other matter, non-compliance or breach.
- 1.6 This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 1.7 Each party agrees to execute such deeds and documents and do such further acts and things as shall be necessary to give effect to the terms of this Agreement.
- 1.8 If any Court or other competent authority declares, or if any statute or regulation renders any part of this Agreement ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Agreement would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:
 - (a) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Agreement, be severable therefrom and, this Agreement shall be read and construed and take effect for all purposes as if that part were not contained herein; and
 - (b) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component.
 - (c) PROVIDED that in the event the offending provisions are the inclusion of ALMAC as a party to this Agreement and the consequential provisions of that inclusion then the agreements, representations and warranties therein contained shall be attributed and be taken to have always been attributed to, the first mentioned Native Title Party.
 - (d) PROVIDED that in the event the offending provisions are the subsequent inclusion of a body corporate as a party to this Deed as contemplated by Recital K 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 second mentioned Native Title Party.

2. DEFINITIONS

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

'Aboriginal Record'	has the same meaning as prescribed in the <i>Aboriginal Heritage Act 1988 (South Australia)</i> ;
'ALMAC '	means the corporation named in Part 2 of Schedule 2;
'ALMAC and YAMC (or either of them, as the case requires)'	means each of ALMAC and YAMC for the areas of land within their respective Native Title Applications only.
'Applicable Law'	means every law and regulation (whether of the Commonwealth or of the State of South Australia) from time to time in operation in South Australia which is applicable to the activities, rights and obligations of a party to this Agreement;
'Areas of Significance'	means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Party of those areas and includes any 'Aboriginal site' as defined by the <i>Aboriginal Heritage Act 1988 (South Australia)</i> and any 'significant Aboriginal areas' as defined in the <i>Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Commonwealth)</i> ;
'Budget'	means a financial plan agreed for the conduct of an inspection and Clearance in accordance with clause 14;
'Claimed Land'	means the area of land and any waters the subject of the Native Title Applications;
'Clearance'	means the agreed procedure for the inspection and clearance of land as described in clauses 11, 12 and 13 and Schedule 3, for the purpose set out in paragraph 11.2 of clause 11 and 'clear' , 'cleared' and 'clearing' have corresponding meanings;
'Commencement Day'	means the day of the date of this Agreement or another date agreed in writing by the parties;

'Cultural Confidence'	means any cultural information including information held in an Aboriginal Record disclosure of which is by tradition restricted or forbidden;
'Deed'	means the Deed made for the purposes of section 31(1)(b) of the Native Title Act to which this Agreement is ancillary;
'Environment'	means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects; and environment has a corresponding meaning;
'Essential Term'	has the same meaning as in the Deed;
'Explorer'	means the party of the second part and includes any assignee or transferee of Explorer;
'Licence'	means the exploration licence proposed to be issued to Explorer in the Licence Area pursuant to the Petroleum Act referred to in Recital B and includes: (a) any Associated Facilities Licence subsequently able to be lawfully issued to Explorer within the Licence Area or outside the Licence Area but within the Claimed Land; and (b) any other licence or authority subsequently able to be lawfully issued to Explorer within the Licence Area pursuant to the Petroleum Act and which would, without the Deed to which this Agreement is ancillary, attract the right to negotiate provided in the Native Title Act;
'Licence Area'	means that part of the land and any waters comprising part of the Claimed Land and the subject of a Licence Application as described in Schedule 1 hereto and subsequent to the grant of the Licence the area for the time being the subject of a Licence Provided that, where at any time part of such area ceases to be the subject of a Licence, that area thereupon ceases to form part of the Licence Area;

'Minister'	means a Minister for the State of South Australia having responsibility for the administration of the Petroleum Act for the time being;
'Native Title Act'	means the <i>Native Title Act 1993</i> (Commonwealth);
'Native Title Application'	means each Application for Determination of Native Title filed in the Federal Court of Australia by the Native Title Party and described in Part 1 of Schedule 2;
'Native Title Claim Group'	has the same meaning as in the Native Title Act;
'Native Title Party'	has the same meaning as in the Native Title Act and includes all members of the Native Title Claim Groups in respect of each Native Title Application;
'Operational Area'	means any part of the Licence Area upon which from time to time under the terms of this Agreement Explorer proposes to carry out Petroleum Operations;
'PEL'	means the exploration licence described in Schedule 1 applied for by Explorer pursuant to the Petroleum Act, as renewed, extended, substituted or varied from time to time;
'Petroleum'	has the same meaning assigned to that expression in the Petroleum Act and where the term 'petroleum' is used herein it shall include each and all constituents thereof;
'Petroleum Act'	means the <i>Petroleum Act 2000</i> of South Australia as amended or any enactment substituted therefore together with any regulations and subordinate legislation made thereunder;

'Petroleum Operations'	means operations carried out pursuant to, or for the purpose of giving effect to, a Licence and includes accessing Operational Areas, seismic surveying, drilling, geological, geophysical and other exploration activities, and the development, production, gathering, separating, pressure maintenance, dehydrating, heating, treating, processing, handling, transportation, fractionation, storage and distribution and marketing of Petroleum produced or to be produced from the Licence Area, including the design, capacity, installation, operation, maintenance, repair and replacement of all facilities required;
'Project'	means all operations proposed or which may be undertaken by Explorer or its contractors relating or incidental to the activities conducted or authorised under a Licence;
'Report'	means a written report about a Clearance provided by the Native Title Party to Explorer as described in clause 13;
'Survey Team'	means the persons referred to in clause 12;
'Seismic Line Access Corridor'	means a corridor of up to 500 metres on each side of a proposed or existing seismic line or access road, or as otherwise agreed between the parties and which has been inspected and cleared in accordance with clauses 11, 12, and 13 and Schedule 3;
'Specialist'	means an anthropologist or archaeologist or both, as appropriate;
'transfer'	means to sell, assign, transfer, convey or otherwise dispose of and 'transfer' , 'transferred' and 'transferring' have corresponding meanings;
'Work Programme'	means a detailed description of proposed work on an Operational Area by Explorer;

'YAMC'

means the incorporated management committee of the second mentioned Native Title Claim group (the Yankuntyjatjara Antakirinja People which includes the registered native title claimants for that group) but until there is such a body corporate, means the said registered native title claimants for that group.

'Work Site'

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

3. COMMENCEMENT AND TERM

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

4. AUTHORITY TO ENTER INTO AGREEMENT

- 4.1 Each Native Title Party represents and warrants that all necessary authorisations have been obtained to enter into this Agreement and this Agreement is valid and binding and enforceable in accordance with its terms against the Native Title Party and all persons on whose behalf the Native Title Application is made.
- 4.2 Explorer and The Native Title Party agree, for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Agreement for the benefit of the Native Title Party as are more specifically set out in this Agreement, to include ALMAC as a party to this Agreement.
- 4.3 Each of ALMAC and YAMC represents and warrants that all necessary actions have been taken in accordance with its constitution and by law to enter into this Agreement and this Agreement is valid and binding and enforceable in accordance with its terms against ALMAC and YAMC respectively.

5. UNDERTAKINGS BY EXPLORER

Explorer undertakes:

- (a) to grant to the Native Title Party the rights and privileges as set out in this Agreement; and
- (b) subject to compliance on the part of the Native Title Party, ALMAC and YAMC with their respective obligations hereunder, Explorer will comply with the terms and conditions on Explorer's part herein contained and shall make payments in accordance with this Agreement to ALMAC and YAMC of the amounts to which ALMAC and YAMC are respectively entitled from time to time as provided in this Agreement.

6. RECONNAISSANCE SURVEYS OF LICENCE AREA BY EXPLORER

- 6.1 The parties acknowledge that prior to the date of execution of this Agreement Explorer has awaited grant of a Licence and except as otherwise disclosed in writing by Explorer, has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for Petroleum Operations on the Licence Area (**'Reconnaissance Surveys'**).
- 6.2 Notwithstanding the provisions of this Agreement relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order efficiently to carry out the purposes of this Agreement, it may be necessary for Explorer to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in clauses 11, 12 and 13 and Schedule 3 hereof do not apply to Reconnaissance Surveys where:
 - (a) Explorer is conducting the Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under clause 10 hereof; or
 - (b) ALMAC and YAMC (or either of them, as the case requires) has consented to activities following a preliminary consultation convened with a representative of the Native Title Party for the purpose of Explorer explaining to the Native Title Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably or capriciously withheld).

7. LAND ACCESS AND OCCUPATION

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

8. IDENTIFICATION AND CONSULTATION

- 8.1 Explorer shall notify ALMAC and YAMC (or either of them, as the case requires) of the name of the representative of Explorer responsible for Petroleum Operations from time to time on the Licence Area, such notice to be given fourteen (14) days in advance in writing where practicable.
- 8.2 Explorer shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with clauses 11, 12 and 13 and Schedule 3 of this Agreement and to comply with all conditions consistent with this Agreement.
- 8.3 For the purpose of ensuring a basis of regular communication between Explorer and ALMAC and YAMC a Consultation Committee shall be formed by the parties immediately following the grant to Explorer of a Petroleum Production Licence pursuant to the Petroleum Act.
- 8.4 The Consultation Committee shall comprise 1 representative nominated by each of ALMAC and YAMC and 2 representatives nominated by Explorer. Other people may attend the meetings if invited by a representative with the consent of the other representatives.
- 8.5 The Consultation Committee shall meet at Explorer's Project office or such other place as agreed not less frequently than 6 monthly. Explorer shall prepare an agenda and supporting papers for the meetings and send them to ALMAC and YAMC not less than 14 days before the date appointed for the meeting.
- 8.6 Where meetings are held at either Coober Pedy or Marla all expenses incurred by representatives of ALMAC and YAMC attending a meeting shall be met from payments made to ALMAC and YAMC in accordance with the Deed, unless by prior agreement Explorer has agreed to pay those expenses.
- 8.7 Where meetings are held at other than either Coober Pedy or Marla Explorer shall pay all reasonable expenses incurred by representatives of ALMAC and YAMC in accordance with a budget for that meeting previously agreed by Explorer.

9. PETROLEUM OPERATIONS

Explorer shall at all times upon the Licence Area:

- (a) comply with the provisions of the Petroleum Act and any Licence granted to Explorer thereunder;
- (b) comply with the environment protection procedures required by all Applicable Laws relevant to its Petroleum Operations;
- (c) conduct itself in accordance with good and accepted petroleum industry practice standards;

- (d) ensure that as far as is reasonably practical its Petroleum Operations cause minimum disturbance to the Licence Area; and
- (e) use good and accepted petroleum industry practice to avoid oil spills or blowouts.

10. NOTIFICATION OF OPERATIONS

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

- (a) the proposed location of seismic lines and access roads;
- (b) the proposed approximate location of Work Sites;
- (c) the proposed method of seismic operations (specifically whether two or three dimensional seismic operations over specific areas) and other consequential operations, including exploration drilling and testing and the proposed construction or use of access roads in such operations;
- (d) the major items of equipment proposed to be used;
- (e) the location of any proposed earthworks for the disposal of any waste material arising out of Petroleum Operations;
- (f) the location of any proposed earthworks for minimising environmental disturbance or pollution, including oil spills and blowouts;
- (g) the proposed site and nature of any buildings or structures (including pipelines and associated facilities); and
- (h) any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.

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

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

- (b) to identify aspects of the proposed work programme and proposed Clearance where efficiencies can be implemented; and
 - (c) to discuss arrangements for preliminary access by Explorer for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment.
- 10.3 If ALMAC and YAMC (or either of them, as the case requires) are not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to paragraph 10.1 hereof, ALMAC and YAMC (or either of them, as the case requires) may, prior to the proposed commencement of Petroleum Operations request Explorer to provide and Explorer shall provide, reasonable further particulars of such proposed Petroleum Operations.
- 10.4 ALMAC and YAMC (or either of them, as the case requires) may object to the proposed Petroleum Operations referred to in paragraph 10.1 provided:
 - (a) the objection is made in writing within fourteen (14) days of receipt of the work programme; and
 - (b) the matter objected to is likely to have a material adverse impact or cause substantial disturbance to native title rights and interests in the Licence Area.
- 10.5 In the event that ALMAC and YAMC (or either of them, as the case requires) has a specific objection to any part of the particulars of the proposed Petroleum Operations supplied by Explorer under paragraph 10.1, or to any substantial change therein of which notice has been given under paragraph 10.8:
 - (a) ALMAC and YAMC (or either of them, as the case requires) shall refer such objection for resolution pursuant to clause 27 within fourteen (14) days of being supplied with such particulars or given such notice;
 - (b) that part of the existing, intensified or changed operational programme to which objection is taken shall not commence until the objection is resolved pursuant to clause 27;
 - (c) provided always that objection may only be taken where the matter objected to is likely to have a material adverse impact upon or cause substantial disturbance to native title rights in the Licence Area; and
 - (d) if no such specific objection is raised within the said fourteen day period by ALMAC and YAMC (or either of them, as the case requires), Explorer may proceed on the basis that the particulars provided by Explorer pursuant to this clause 10 constitute the details of the work programme for its Petroleum Operations.
- 10.6 Where ALMAC and YAMC (or either of them, as the case requires) receives a request for Clearance pursuant to paragraph 10.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior

inspection and Clearance (where the previous work programme is substantially similar to the current request) in accordance with the terms and conditions of this Agreement, ALMAC and YAMC (or either of them, as the case requires) shall by notice in writing within two (2) weeks of the request notify Explorer that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Agreement and subject to any conditions applicable to that Clearance.

10.7 There can be no material modification or alteration of any part of a work programme without the written consent of ALMAC and YAMC (or either of them, as the case requires). For this purpose, '**material modification or alteration**' means a modification or alteration:

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

10.8 Explorer shall give notice to ALMAC and YAMC (or either of them, as the case requires) if Explorer at any time proposes to implement a material modification or alteration. Where Explorer gives such notice after obtaining a Clearance the parties shall proceed in accordance with paragraph 13.6.

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

- (a) pursuant to paragraph 10.1, and no Clearance is conducted within 68 days (or such later time as the parties in writing agree); or
- (b) pursuant to paragraph 10.8 for the circumstances set out in sub-paragraph 13.6(b), and no Clearance is conducted within 14 days (or such later time as the parties in writing agree); or
- (c) pursuant to paragraph 10.8 for the circumstances set out in sub-paragraph 13.6(c), and no Clearance is conducted within 2 days (or such later time as the parties in writing agree)

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

11. INSPECTION AND CLEARANCE

11.1 The parties shall conduct all activities under this clause in accordance with Schedules 3 and 4.

11.2 The parties acknowledge that this Agreement is made for the purpose, inter alia, of providing a Clearance as a workable and effective arrangement to avoid disturbance to Areas of Significance and thereby avoid disputes between them.

- 11.3 Explorer will nominate a representative to assist the Survey Team for the duration of the Clearance. Explorer's representative shall:
- (a) be responsible for identifying the location of proposed seismic lines, access roads and other areas of proposed activity; and
 - (b) where possible, for relocating these where, upon advice from the Survey Team, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and
 - (c) have authority to agree any conditions with the Survey Team so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to clause 13 hereof.
- 11.4 Explorer's representative shall accompany the Survey Team when required to do so subject to the Survey Team's ability to exclude Explorer's representative from its internal discussions and deliberations in the field.
- 11.5 In the event that a proposed Operational Area is not cleared by the Survey Team the Specialist shall advise Explorer's representative to that effect and Explorer's representative may propose alternative Operational Areas during the course of the Clearance provided that:
- (a) any such alternative Operational Areas do not constitute a material modification or alteration to the work programme referred to in paragraph 10.8; and
 - (b) in undertaking any Clearance of alternative Operational Areas the Survey Team is not required to remain in the field for any additional period of time beyond two days, unless agreed otherwise.
- 11.6 Subject to the *Aboriginal Heritage Act 1988* (South Australia) Explorer shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by ALMAC and YAMC pursuant to this Agreement in which case neither the Native Title Party, ALMAC nor YAMC shall complain that Petroleum Operations conducted in accordance with clauses 10, 11, 12 and 13 hereof interfered with any Areas of Significance. Explorer shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.
- 11.7 Explorer will:
- (a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with clauses 11, 12, and 13 and Schedule 3 hereof;
 - (b) comply with the conditions of the Clearance (as referred to in clause 13 hereof); and

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

12. SURVEY TEAM

12.1 At the cost of Explorer in accordance with a Budget, the Native Title Party and ALMAC and YAMC will identify and ALMAC and YAMC (or either of them, as the case requires) will organise the members of a Survey Team for the purposes of this clause 12 and Schedule 3 and will ensure that the Survey Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed work programme in accordance with Schedule 3.

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

- (a) determine whether the seismic lines, access roads or work sites or any other activities described in the work programme are likely to disturb, damage, or interfere with Areas of Significance;
- (b) give advance warning to Explorer's representative nominated to assist the Survey Team to enable Explorer's representative to relocate parts of seismic lines, access roads or Work Sites or any other activities described in the work programme, in order to avoid and protect Areas of Significance;
- (c) show reasonable diligence in preparing for and carrying out such work while Explorer meets its obligations pursuant to this Agreement; and
- (d) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to Explorer's Petroleum Operations.

12.3 Survey Team Composition

The Survey Team will comprise:

- (a) up to two (2) qualified Specialists of appropriate gender to be engaged by ALMAC and YAMC (or either of them, as the case requires) with the concurrence of Explorer (which concurrence will not be unreasonably withheld); and
- (b) the number of persons required to ensure the integrity of the Clearance up to a maximum of eight (8) persons consisting of such numbers of men and women as thought by the Native Title Party and ALMAC and YAMC (or either of them, as the case requires) to be appropriate in accordance with Aboriginal culture and tradition; and
- (c) up to two (2) interpreters being one male and one female as thought by the Native Title Party and ALMAC and YAMC (or either of them, as the case requires) to be appropriate in accordance with Aboriginal culture and tradition. In the interests of containing numbers of persons for economy,

the native title party and each of ALMAC and YAMC shall use their respective best endeavours to derive the interpreters from the group of persons selected for the purposes of sub-paragraph (b) of this clause 12.3.

- 12.4 The Native Title Party and ALMAC and YAMC acknowledge that in most areas up to six (6) persons will be sufficient to ensure the integrity of the Clearance, however they reserve the right to include up to a maximum of eight (8) people in the event that they believe it is necessary and appropriate to do so. ALMAC and YAMC (or either of them, as the case requires) agree to consult with Explorer about the number of persons to be included in a Survey Team not later than the start of negotiations for setting a Budget in accordance with clause 14.

13. REPORTS

- 13.1 ALMAC and YAMC (or either of them, as the case requires) must promptly notify Explorer upon completion of a Clearance and as soon as practicable but no later than fourteen (14) days after the completion of the Clearance, the Native Title Party and ALMAC and YAMC (or either of them, as the case requires) must provide a Report (through a Specialist) to Explorer.

- 13.2 The Report must:

- (a) identify those parts of the Operational Area which are given Clearance by the Native Title Party or denied Clearance by the Native Title Party;
- (b) identify any alternative Operational Areas for which Clearance is given in accordance with the requirements set out in paragraphs 11.5 and 12.2(b);
- (c) describe any conditions on which the Native Title Party has provided the Clearance so as to minimize the impact of Petroleum Operations to Areas of Significance; and
- (d) be signed by the Specialists.

- 13.3 Nothing in this Agreement compels the Native Title Party nor any member of the Survey Team or ALMAC or YAMC to disclose to Explorer or to the Explorer's representative the location of Areas of Significance, or any Cultural Confidences whatsoever with respect to the Licence Area.

- 13.4 The Native Title Party and ALMAC and YAMC shall ensure that any Aboriginal persons accompanying the Survey Team shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.

- 13.5 In the event that the Survey Team determines it is necessary to deviate any proposed seismic line or access road, such deviation shall be made as small as possible and any deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a

proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site shall be minimised so far as possible.

13.6 In the event that Explorer has obtained a Clearance pursuant to this Agreement and subsequent events cause Explorer to require any material modification or alteration (as defined in paragraph 10.7) to any part of the programme of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:

- (a) Explorer shall notify ALMAC and YAMC (or either of them, as the case requires) as soon as practicable and request that the Survey Team inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of this Agreement;
- (b) in such cases (other than circumstances set out in the next sub-paragraph of this paragraph) the Native Title Party and ALMAC and YAMC (or either of them, as the case requires) shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying Explorer in writing of its consent to such material modification or alteration or ensuring the commencement by a Survey Team of the inspection for Clearance of those areas as requested by Explorer; and
- (c) in cases where Petroleum Operations are in the course of being conducted and the Survey Team has inspected the areas requested by Explorer in accordance with sub-paragraph (a) of this paragraph 13.6 the Survey Team will report to Explorer the results of its inspection prior to leaving the area and confirm those results in a Report.

14. BUDGETS AND PAYMENT BY EXPLORER FOR CLEARANCE WORK

14.1 ALMAC and YAMC (or either of them, as the case requires) must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to paragraph 10.1 submit to Explorer a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable Explorer and ALMAC and YAMC (or either of them, as the case requires) to negotiate and agree a Budget.

14.2 Budgets must be proposed in substantially the form set out in Schedule 5 and be negotiated, agreed and adopted by Explorer and ALMAC and YAMC (or either of them, as the case requires) in writing within seven (7) days of ALMAC and YAMC (or either of them, as the case requires) providing a proposed Budget to Explorer.

14.3 Explorer will make payment of expenditure in accordance with the agreed Budget, to ALMAC and YAMC (or either of them, as the case requires) in three separate instalments as follows:

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

- (b) thirty percent (30%) at the end of field inspection for the Clearance; and
 - (c) thirty percent (30%) or the balance thereof following receipt of the Report and an invoice of all expenditure.
- 14.4 Explorer must pay all reasonable costs, fees, disbursements and expenses incurred by ALMAC and YAMC (or either of them, as the case requires) in carrying out a Clearance, in accordance with a Budget and subject to any agreement in writing to the contrary between the Parties. In particular, Explorer will reimburse ALMAC and YAMC (or either of them, as the case requires) in accordance with an agreed Budget for the reasonable costs of ALMAC and YAMC for, inter alia:
- (a) the services of the members of the Survey Team (including the costs of preliminary consultation with a Specialist);
 - (b) provision of suitable camping facilities and food and a camp cook for the Survey Team;
 - (c) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts;
 - (d) vehicle insurance, fuel and costs of any necessary and unavoidable repair required; and
 - (e) administration costs associated with the implementation of the Clearance,
- in accordance with the Budget.
- 14.5 In the event that there are at any time more persons forming part of the Survey Team than specified in the Budget then Explorer shall not be responsible for the expense of the additional persons, unless otherwise agreed between the parties.
- 14.6 All monies payable by Explorer pursuant to a Budget shall be paid to ALMAC and YAMC (or either of them, as the case requires) or to their respective legal representatives from time to time notified by ALMAC or YAMC to Explorer. A receipt from ALMAC, YAMC or their respective legal representatives shall be a full and sufficient discharge to Explorer for any payments so made.
- 14.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between Explorer and any person employed or engaged by ALMAC and YAMC or either of them to form part of any Survey Team arises by virtue of this Agreement, and that nothing contained in this Agreement will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and Explorer. The Native Title Party and each of ALMAC and YAMC 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 and YAMC or either of them engages or retains any person for the purposes of performing its obligations under this Agreement.

- 14.8 Explorer is responsible for and indemnifies and agrees to keep indemnified the members of the Survey 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 Survey Team or any member of the Survey Team to the extent caused or contributed to by any negligent act or omission of Explorer, its employees, contractors or subcontractors.
- 14.9 Explorer may nominate the use of such of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.

15. REMOVAL OF EMPLOYEES

- 15.1 Unless ALMAC and YAMC (or either of them, as the case requires) otherwise agrees, Explorer shall take all reasonable steps to ensure prompt removal from the Licence Area of any contractor, employee, agent, or visitor of Explorer, who:
- (a) has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance; or
 - (b) has negligently or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with clauses 11, 12 and 13 and Schedule 3 hereof except where there is no damage to the interests of the Native Title Party; or
 - (c) has acted in a disorderly manner on the Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to members of the Native Title Claim Group.
- 15.2 In the event of a dispute between ALMAC and YAMC (or either of them, as the case requires) and Explorer as to whether a person has acted in a manner justifying removal from the Licence Area the matter shall be referred for resolution pursuant to clause 27.

16. INSTRUCTION IN ABORIGINAL CULTURE

- 16.1 Explorer will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by this Agreement to ensure those persons have an awareness and an understanding of:
- (a) native title;
 - (b) their obligations under the *Aboriginal Heritage Act 1988 (South Australia)*, the *Aboriginal and Torres Strait Islander Heritage Protection Act (1984) (Commonwealth)*, the *Native Title Act* and this Agreement in relation to avoiding disturbance, damage and interference to any Area of Significance; and
 - (c) any other matters of which those persons are required to be cognisant by this Agreement.

- 16.2 Appropriate education for the purposes of paragraph 16.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.
- 16.3 An archaeologist to be engaged for the purpose of carrying out the education functions specified in this clause shall be nominated by Explorer with the concurrence of ALMAC and YAMC (or either of them, as the case requires) (which concurrence shall not be unreasonably withheld).
- 16.4 Explorer shall promote among non-Aboriginal people employed in Petroleum Operations a knowledge, understanding and respect for the tradition and culture of the Native Title Claim Group.
- 16.5 Explorer shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by Explorer.
- 16.6 Explorer shall consult with and have regard to the views of the Native Title Party in relation to the formulation and presentation of the instruction referred to in the previous paragraph of this clause.
- 16.7 ALMAC and YAMC (or either of them, as the case requires) shall, whenever requested by Explorer so to do give all reasonable assistance to Explorer in attaining the objectives of this clause and shall be reimbursed by Explorer for all reasonable expenses incurred by it in so doing.

17. EXPLORER COVENANTS

Explorer covenants with the Native Title Party that:

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

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

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

- (c) if, at any time in the course of carrying out Petroleum Operations Explorer or any person acting on behalf of Explorer (despite a Clearance) identifies any burial site or any archaeological or historical site or object, or any site or object which Explorer or any person acting on behalf of Explorer suspects to be an Area of Significance or Aboriginal object, then in addition to obligations under the *Aboriginal Heritage Act* 1988 (South Australia) and the *Aboriginal and Torres Strait Islander Heritage Protection Act* 1984 (Commonwealth) Explorer will promptly report the location of such site or object to ALMAC and YAMC (or either of them, as the case requires).
- (d) the location of the site or object will be treated by Explorer as though no Clearance in relation to it had previously been given and any relevant object will be left in situ without being moved or interfered with pending further Clearance in accordance with this Agreement.

18. THE NATIVE TITLE PARTY COVENANTS

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

- (a) not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with this Agreement or any other agreement between the parties;
- (b) not lodge or make any objection to any grant to Explorer pursuant to the Petroleum Act unless Explorer has failed to comply with any Essential Term; and
- (c) actively support Explorer's efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions thereof) as are or will be necessary to support the interests of Explorer in furthering a Project under any current, new or amended legislation. In particular, such active support will include provision of all relevant consents and authorisations to allow the grant of the said approvals, consents and other entitlements and rights and assistance to procure the withdrawal of any objections thereto;
- (d) actively assist Explorer where a Native Title Claim is made by any Aboriginal person not bound by this Agreement over:
 - (i) any part of a Licence Area, or
 - (ii) any other area utilised or intended to be utilised in relation to a Project

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

- (e) ensure that where Explorer provides the items mentioned in Clause 17(b) for the use of the persons mentioned in that clause, then all the persons so provided will utilise those provisions and otherwise conduct themselves in accordance with Explorer's reasonable safety requirements;
- (f) refrain from doing any act which would impede, hinder or prevent Explorer from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Agreement; and
- (g) in the course of performing their obligations pursuant to this Agreement observe all Applicable Law.

19. RIGHTS OF THE NATIVE TITLE PARTY

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

- (a) to move freely throughout Operational Areas including all roads thereon; and
- (b) to pursue customary and traditional activities in Operational Areas.

19.2 The Native Title Claim Group, its members and agents shall be permitted the use of all roads constructed for the purpose of Petroleum Operations provided such use does not interfere with the conduct of efficient Petroleum Operations.

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

19.4 ALMAC and YAMC 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 obligations of ALMAC and YAMC (or either of them, as the case requires) under this Agreement save that any Specialist engaged by ALMAC and YAMC (or either of them, as the case requires) for assistance with Clearances must be engaged with the concurrence of Explorer in accordance with paragraph 12.3(a).

20. RIGHTS OF EXPLORER

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

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

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

- 20.3 In the event of any emergency situation occurring on a Licence Area at any time Explorer may take such measures as it considers necessary in the circumstances in which case the provisions contained in clauses 11, 12 and 13 and Schedule 3 do not apply. Explorer shall notify as soon as reasonably practicable, ALMAC and YAMC (or either of them, as the case requires) of the emergency situation, and after the emergency consult with ALMAC and YAMC (or either of them, as the case requires) in relation to further measures to be taken in respect thereof.

21. REVERSION OF INFRASTRUCTURE

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

22. FIELD DEVELOPMENT AND PRODUCTION

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

23. FORCE MAJEURE

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

- (a) the cause of the force majeure as far as possible shall be remedied with all reasonable dispatch by such party; and
 - (b) no party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.
- 23.2 The party affected by any event of force majeure as aforesaid shall forthwith give notice in writing thereof to each other party of the occurrence of such event, the likely period of delay and the cessation thereof.

24. ASSIGNMENT

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

- (a) such transferee is approved by the Minister for the purposes of the transfer of the interest in the Licence; and
 - (b) the proposed transferee executes in favour of the Native Title Party and ALMAC and YAMC (or either of them, as the case requires) a deed of assumption undertaking to observe and comply with all that proportion of the obligations of Explorer under this agreement which are commensurate with the rights transferred to it by Explorer.
- 24.2 In the event that the second mentioned Native Title Claim group (the Yankuntytjatjara Antakirinja People which includes the registered native title claimants for that group) duly resolves to incorporate either itself or its management committee under the Associations Incorporation Act 1985 (South Australia) or the Aboriginal Councils and Associations Act 1976 (Commonwealth) it is intended that for the better management of interaction between them and the other parties thereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the second mentioned Native Title Party as are more specifically set out in this Deed, to admit the body corporate as a party to this Deed. Admission of such a body corporate shall be effected by all the parties executing a deed of adoption and assumption in substantially the form of the draft deed contained in Schedule 8 of this Deed.

25. CONFIDENTIAL INFORMATION

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

26. GOODS & SERVICES TAX

- 26.1 Subject to paragraph 26.3 Explorer must pay to ALMAC and YAMC (or either of them, as appropriate) in respect of any taxable supply made to Explorer pursuant to

or in connection with this Agreement an amount equal to any GST which is payable by ALMAC and YAMC (or either of them).

- 26.2 The GST on a taxable supply is the amount ascertained by multiplying:
- (a) the amount that would otherwise be payable under this Agreement in respect of the taxable supply if the GST payable were nil, by
 - (b) the prevailing rate of GST for that taxable supply.
- 26.3 Explorer must pay to ALMAC and YAMC (or either of them, as appropriate) an amount equal to the GST on a taxable supply, provided ALMAC and YAMC (or either of them, as appropriate) has first issued to Explorer a tax invoice, at the same time and in the same manner as it is required to pay any other amount to ALMAC and YAMC (or either of them) in respect of that taxable supply. If no other amount is payable by Explorer to ALMAC or to YAMC in respect of that taxable supply, Explorer must pay to ALMAC and YAMC (or either of them, as appropriate) an amount equal to the GST on that taxable supply twenty-eight (28) days after the receipt by Explorer of a tax invoice from ALMAC and YAMC (or either of them).
- 26.4 For the purposes of the *GST Act*, Explorer shall be regarded as having requested a tax invoice from ALMAC and YAMC (or either of them, as appropriate) in respect of each taxable supply. Any tax invoice issued may be issued in addition to any other invoice that relates to the taxable supply.
- 26.5 If an adjustment event has occurred in respect of a supply made pursuant to or in connection with this Agreement, the party that becomes aware of the adjustment event agrees to notify the other party on becoming aware of the adjustment event, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than twenty-one (21) days after ALMAC and YAMC (or either of them, as appropriate) becomes aware that the adjustment event has occurred.
- 26.6 ALMAC and YAMC (or either of them, as appropriate) will issue to Explorer an adjustment note in respect of a supply that is subject to an adjustment event covered by paragraph 26.5 of this clause. Such adjustment note will be issued no later than twenty-one (21) days after ALMAC and YAMC (or either of them, as appropriate) becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.
- 26.7 Any disputes between the parties in relation to the operation or interpretation of this clause shall be dealt with in accordance with the dispute resolution procedures in clause 27 of this Agreement.
- 26.8 The parties agree to make any changes that are required to this clause to reflect any amendments made to the *GST Act* or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.
- 26.9 In this clause 26:

- (a) **'adjustment event'** means an adjustment event for the purposes of the *GST Act* and includes any matter or thing that arises out of any error, any decision of a court in relation to the *GST Act* or a related Act, any ruling issued by the Commissioner of Taxation, any audit of the tax affairs of ALMAC, YAMC or of Explorer or the settlement of any dispute (including a dispute with the Commissioner of Taxation);
- (b) **'adjustment note'** has the same meaning as it has from time to time in the *GST Act*;
- (c) **'GST'** has the same meaning as it has from time to time in the *GST Act*;
- (d) **'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the *A New Tax System (Goods and Services Tax Transition) Act 1999*;
- (e) **'price'** has the same meaning as it has from time to time in the *GST Act*;
- (f) **'supply'** has the same meaning as it has from time to time in the *GST Act*;
- (g) **'tax invoice'** has the same meaning as it has from time to time in the *GST Act*; and
- (h) **'taxable supply'** has the same meaning as it has from time to time in the *GST Act*.

27. DISPUTE RESOLUTION

27.1 Guiding Principle

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

27.2 Priority of Procedures

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

27.3 Notice of Dispute

Any Party claiming that a dispute has arisen under this Agreement between Explorer and any of the Native Title Party, ALMAC or YAMC ('**Complainant**') must give written notice ('**Notice of Dispute**') to the other parties ('**Respondent**'). The notice must adequately identify and provide details of the dispute and refer to any documentary evidence of the matters claimed in the dispute and designate a senior representative of the Complainant who has the authority to negotiate and settle the dispute.

27.4 Response to Dispute

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

27.5 Negotiations

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

27.6 Mediation

- (a) If, within one month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Schedule 6 hereto, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen days, the mediator shall be appointed by the President of the Law Society of South Australia for the time being.
- (b) The President of the Law Society of South Australia (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:
 - (i) for the preservation and protection of the native title rights and interests of the Native Title Party; and
 - (ii) the statutory rights, obligations and commercial imperatives of Explorer;

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

- (c) The mediator, in conducting the mediation shall have regard to:
 - (i) the parties' intentions in this Agreement for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
 - (ii) the statutory rights, obligations and commercial imperatives of Explorer.
- (d) If within one month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.
- (e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.
- (f) None of the parties may commence court proceedings or arbitration concerning this Agreement unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Agreement may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory relief.
- (g) In any case, each party shall bear its own costs for the mediation.

27.7 Without Prejudice

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

28. CESSATION OF ACTIVITIES

- 28.1 Explorer shall notify ALMAC and YAMC (or either of them, as the case requires) one month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.
- 28.2 A surrender under the preceding paragraph of this clause is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.
- 28.3 Explorer shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.
- 28.4 Upon the surrender withdrawal revocation or cancellation of Explorer's Licence in respect of the Licence Area:

- (a) Explorer shall pay to each of ALMAC and YAMC any and all monies then payable or accrued which are due to ALMAC or YAMC respectively pursuant to this Agreement; and
 - (b) each party shall remain liable to the other party in respect of any liability it has to the other as a consequence of any prior breach of this Agreement.
- 28.5 Nothing in this Agreement shall be construed as imposing an obligation on Explorer to carry out or complete any Petroleum Operations.
- 28.6 Except as provided in paragraph 28.3 this Agreement shall terminate when the parties have complied with its terms and all Licences have terminated.
- 28.7 The parties obligations under paragraphs 9(a), 9(b), 9(d), and clauses 17, 21 and 25 shall to the extent referred to therein survive any termination of this Agreement.

29. EMPLOYMENT, TRAINING AND EDUCATION OPPORTUNITIES

- 29.1 During the phases of Petroleum Operations preceding the establishment of commercial production facilities on the Claimed Land Explorer agrees to use its reasonable endeavours from time to time to provide opportunities for the employment of members of the Native Title Claim Group and for the engagement of enterprises controlled by members of the Native Title Claim Group and to similarly encourage its contractors so to do.
- 29.2 For the purposes of the next paragraph of this clause, ALMAC and YAMC will provide to Explorer from time to time the information set out in Schedule 7 and will update that information at least every 6 months.
- 29.3 During the phases of Petroleum Operations subsequent to the establishment of commercial production facilities on the Claimed Land Explorer agrees to use reasonable endeavours and to the extent permitted by law, to employ (on the basis of the information provided pursuant to Item 1 of Schedule 7) a minimum of 20% of its workforce engaged for the purpose of conducting the commercial production facilities of its Petroleum Operations, from members of the Native Title Claim groups.
- 29.4 In fulfilling its obligations under the preceding paragraph of this clause Explorer will have regard to the matters set out at Item 2 of Schedule 7.
- 29.5 For the purpose of implementing paragraph 29.3 Explorer will:
 - (a) make reasonable endeavours to require contractors and sub-contractors engaged in the course of Petroleum Operations to seek to provide the Native Title Claim group members with employment opportunities where vacancies exist or arise in the Petroleum Operations, having regard to the matters described in Item 2 of Schedule 7;
 - (b) consult with ALMAC and YAMC to establish a traineeship scheme (on the job or otherwise) which shall be available for the Native Title Claim group

members recommended by ALMAC and YAMC who demonstrate to the satisfaction of Explorer a desire and capacity to receive the same with a view to increasing the job skills of those members. Explorer shall use its reasonable endeavours to ensure that at least 2 such persons are offered traineeships each year.

- 29.6 In offering employment to Native Title Claim group members Explorer shall offer general working conditions (including rates of pay, hours of work, and roster period requirements) which are the same as for other employees having the same job description and in accordance with appropriate industrial awards that apply from time to time.
- 29.7 From the first anniversary of the first commercial sale of petroleum from commercial production facilities established on the Claimed Land, Explorer agrees to use reasonable endeavours to provide up to 2 educational scholarships to Native Title Claim Group members in each year for the remaining life of the Project. All scholarship awards will be made in consultation with ALMAC and YAMC and otherwise at the reasonable discretion of Explorer.

30. NOTICES

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

Native Title Party's address: The Antakirinja People
C/- T J Wooley ALRM 4th floor
345 King William Street]
Adelaide South Australia 5000
Facsimile number: (08) 8211 7424

Grantee Party's address: Dawnpark Holdings Pty Ltd
8 Leverburgh Street,
Ardross WA 6153
Facsimile number: (08) 9364 8224
AND
Standard Oil Pty Ltd
61A Rosewood Avenue,
Woodlands WA 6018
Facsimile number: (08) 9224 7537

ALMAC address: ALMAC
C/- T J Wooley ALRM 4th floor
345 King William Street]
Adelaide South Australia 5000
Facsimile number: (08) 8211 7424

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

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

31. COUNTERPARTS

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

Executed by the parties as an Agreement.

SIGNED for and on behalf of each member of)
the Native Title Party by the said **WILLIAM**)
HERBERT LENNON Snr in the presence of:)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

.....
WILLIAM HERBERT LENNON Snr

SIGNED for and on behalf of each member of)
the Native Title Party by the said **JEAN WOOD**)
in the presence of:)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

.....
JEAN WOOD

SIGNED for and on behalf of each member of)
the Native Title Party by the said)
IAN CROMBIE in the presence of:)

.....)
Witness)

.....
IAN CROMBIE

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

SIGNED for and on behalf of each member of)
the Native Title Party by the said **KEITH**)
SMITH Snr in the presence of:)

.....)
Witness)

.....
KEITH SMITH Snr

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

SIGNED for and on behalf of each member of)
the Native Title Party by the said **DAVID**)
BROWN in the presence of:)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)
)
)
)

.....
DAVID BROWN

SIGNED for and on behalf of each member of)
the Native Title Party by the said **HERBERT**)
JOSEPH LENNON in the presence of:)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)
)
)
)

.....
HERBERT JOSEPH LENNON

THE COMMON SEAL of the
ANTAKIRINJA LAND MANAGEMENT
(ABORIGINAL CORPORATION) was
affixed hereto in accordance with its
Constitution in the presence of:

.....

(_____ - Member)
(print name)

.....

(_____ - Member)
(print name)

.....

(_____ - Member)
(print name)

Common Seal

SIGNED for and on behalf of each member of)
the Native Title Party by the said **JOHNNY**)
CULLINAN in the presence of)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

.....
JOHNNY CULLINAN

SIGNED for and on behalf of each member of)
the Native Title Party by the said **PADDY**)
JONES in the presence of)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

.....
PADDY JONES

SIGNED for and on behalf of each member of)
the Native Title Party by the said **JEAN WOOD**)
in the presence of)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

.....
JEAN WOOD

SIGNED for and on behalf of each member of)
the Native Title Party by the said **LALLIE**)
LENNON in the presence of)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

.....
LALLIE LENNON

SIGNED for and on behalf of each member of)
the Native Title Party by the said **SADIE**)
SINGER in the presence of)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

.....
SADIE SINGER

SIGNED for and on behalf of each member of)
the Native Title Party by the said **TILLY**)
WAYE in the presence of)

.....)
Witness)

Name Michael Steele)
Address Level 12, 26 Flinders Street)
Adelaide SA 5000)
Occupation Solicitor)

.....
TILLY WAYE

**THE COMMON SEAL of DAWNPARK)
HOLDINGS PTY LTD)**

was affixed hereto in accordance with its)
Constitution in the presence of:)

.....)
(Director))

.....)
(Print name of Officer))

.....)
(Director/Secretary))

.....)
(Print name of Officer))

Common Seal

**THE COMMON SEAL of STANDARD OIL)
PTY LTD)**

was affixed hereto in accordance with its)
Constitution in the presence of:)

.....)
(Director))

.....)
(Print name of Officer))

.....)
(Director/Secretary))

.....)
(Print name of Officer))

Common Seal

SCHEDULE 1 : DESCRIPTION OF THE LICENCE APPLICATION AREA

**APPLICATION FOR PETROLEUM EXPLORATION LICENCE
SOUTH AUSTRALIA**

(in accordance with the Petroleum Act 1940)

- (1) **Full names and addresses of the Parties making the PEL Application including the percentage interest of each party:**

Standard Oil Pty Ltd – 50% (Operator for Administrative Purposes/Joint
ACN 098 141 130 Manager)
15 Maroubra Vista
Hillarys WA 6025

Dawnpark Holdings Pty Ltd – 50% (Joint Manager)
ACN 091 526 948
31 Redfin Crescent
Beldon WA 6027

- (2) **Two copies of a map (see enclosures) and a description of the area being applied for:**

Location of PEL Application: Officer Basin
Area of Application: 9,955 square kilometres

Definition:

From Northeast corner location	27 degrees 00'S and 134 degrees 00'E,
thence South (180 degrees) to location	27 degrees 20'S and 134 degrees 00'E,
thence East (90 degrees) to location	27 degrees 20'S and 134 degrees 10'E,
thence South (180 degrees) to location	27 degrees 54'S and 134 degrees 10'E,
thence West (270 degrees) to location	27 degrees 54'S and 134 degrees 00'E,
thence South (180 degrees) to location	28 degrees 10'S and 134 degrees 00'E,
thence West (270 degrees) to location	28 degrees 10'S and 133 degrees 31'E,
thence South (180 degrees) to location	28 degrees 35'S and 133 degrees 31'E,
thence West (270 degrees) to location	28 degrees 35'S and 133 degrees 00'E,

(thence North (360 degrees) to the boundary of the Pitjantjatjara Lands,

thence follow the boundary of the Pitjantjatjara Lands generally east and north to location 27 degrees 00'S,

thence East (90 degrees) to location 27 degrees 00'S and
134 degrees 00'E

(Northeast corner).

(3) Work intended to be carried out and the estimated cost of that work during each year of the five year Licence term:

Year 1:

Geological and geophysical review, negotiate clearance/access for drilling.

Expenditure Year 1: \$100,000

Year 2:

One well.

Expenditure Year 2: \$800,000

Year 3:

Data review.

Expenditure Year 3: \$100,000

Year 4:)

) 200 km of seismic or one well.

Year 5:)

Expenditure Years 4 & 5: \$800,000

Total Expenditure: \$1,800,000

(4) Particulars of the technical qualifications and expertise available to the applicant parties:

The applicants have a considerable body of expertise in the oil and gas industry including geophysical/geological exploration, drilling, production, marketing, banking and finance covering Australia, Papua New Guinea, Indonesia, Malaysia, Philippines, Vietnam, China, Myanmar (Burma) and Bangladesh.

The applicants have available to them considerable experience and knowledge of Native Title issues in South Australia and Western Australia and have been involved in procuring a number of Access Agreements and participated in follow-up clearance/(aboriginal/anthropological) scouting surveys prior to commencing exploration.

The resumes of the management/technical people of the applicant companies are enclosed.

(5) Particulars of the financial resources available to the applicant Parties:

As previously acknowledged in our correspondence to PIRSA, our strategy is to farm-out this ground to a major oil company as soon as possible.

Standard Oil Pty Ltd is controlled and privately funded by Mr Dimech. Mr Dimech personally has cash and shares in listed public companies in excess of one million dollars. He also currently owns 17.5% of the issued shares of ASX listed company Relode Limited which has a market capitalisation of about \$8 million.

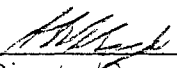
Dawnpark Holdings Pty Ltd is controlled by its four directors Soen Khiam (Rudy) Phoa, Alan Russell Lloyd, Anthony Rawung and Okie Lukita who bring with them many years experience in the oil industry in Australia, Papua New Guinea, Indonesia and elsewhere in South East Asia including significant experience in world finance. Dawnpark Holdings Pty Ltd is self-funded by its directors who have considerable funds in cash and property in Australia, Indonesia and Singapore.

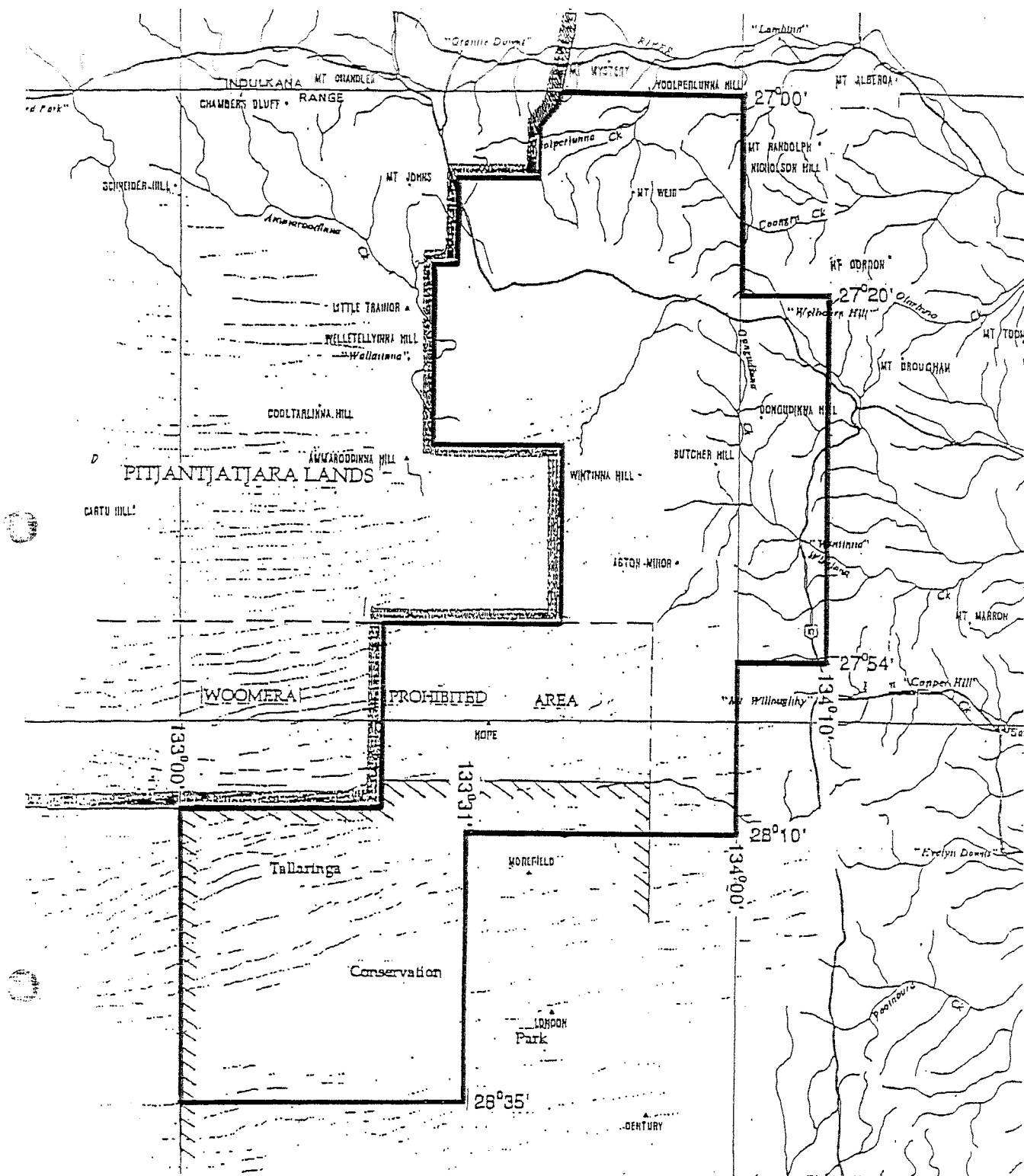
(6) Application Fee:

Cheques are enclosed with this Application for the prescribed fee of \$2,435.

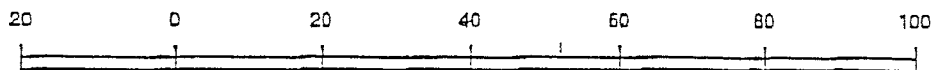
This Petroleum Exploration Licence Application is executed by Standard Oil Pty Ltd and Dawnpark Holdings Pty Ltd this 12 day of December 2001.

Signed in	)	
Accordance with	)	Sole Director and Sole Company Secretary
The Constitution of	)	<u>WAYNE DIMECH</u>
Standard Oil Pty Ltd:	)	Name

Signed for and	)	
on behalf of	)	Director/General Manager
Dawnpark	)	
Holdings Pty Ltd	)	<u>ALAN RUSSELL LLOYD</u>
		Name



SCALE 1:1 000 000



KILOMETRES

Standard Oil Pty Ltd
Dawnpark Holdings Pty Ltd

PEL Application Area
 Officer Basin

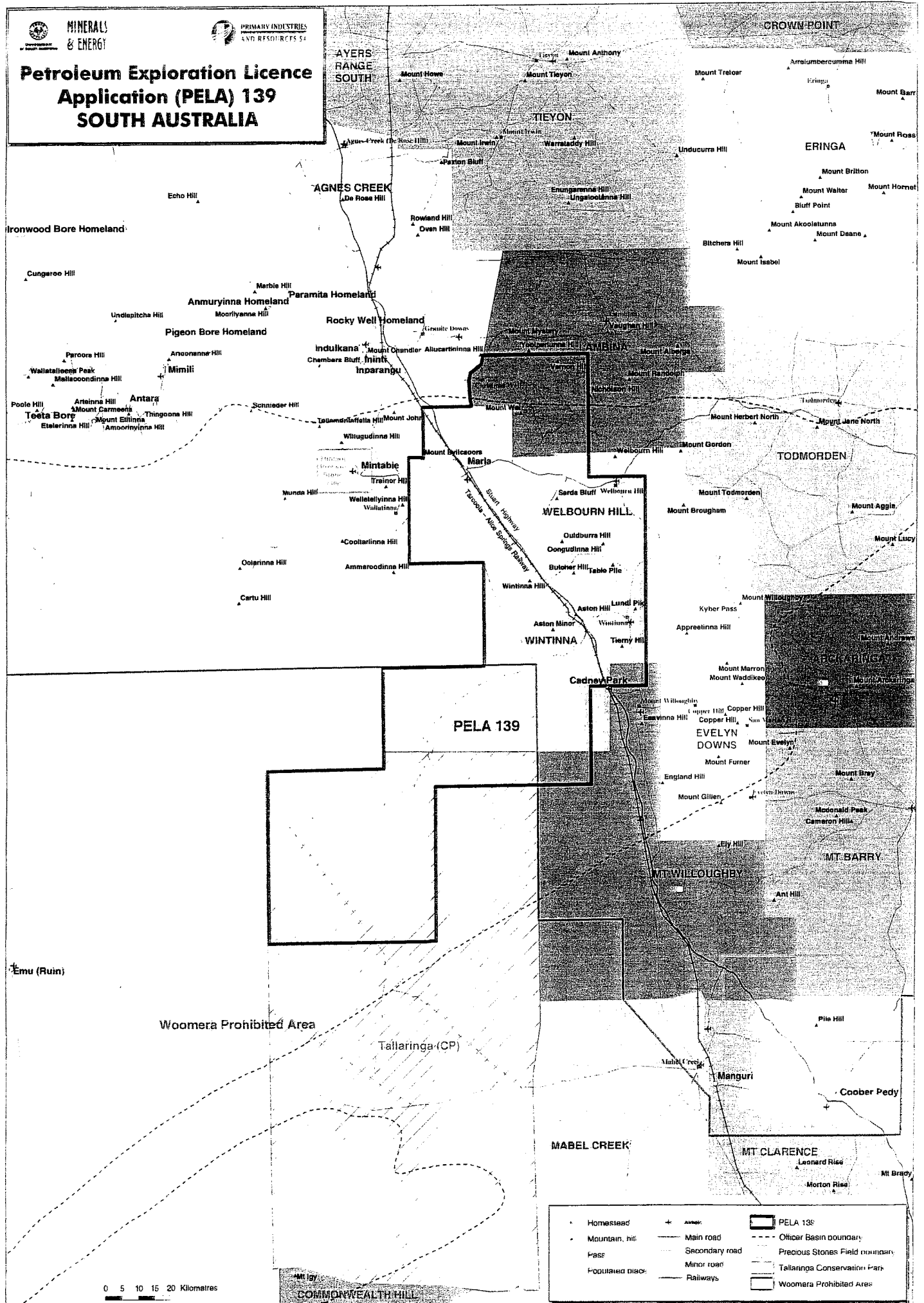


MINERALS
& ENERGY



PRIMARY INDUSTRIES
AND RESOURCES SA

Petroleum Exploration Licence Application (PELA) 139 SOUTH AUSTRALIA



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



NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SG6007/98 NNTT number: SC95/7
Application name	Antakirinja Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	14/11/1995
Current stage(s)	Notification Complete, In Mediation
Applicants	Mr David Brown, Mr Herbert Joseph Lennon, Mr Ian Crombie, Mr Keith Smith Snr, Mr William Herbert Lennon Snr, Ms Jean Wood
Address for service	Tim Wooley Aboriginal Legal Rights Movement Level 4, 345 King William Street ADELAIDE SA 5000 Phone: 08 8212 1244 Fax: 08 8211 7424
Persons claiming to hold native title	The Antakirinja Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area the subject of the claim and who: 1. Are related by means of the principle of descent to: 1.1 Wikilyiri and his wife, Munyungka who are acknowledged to be apical ancestors associated with the claim area. 1.1.1. Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr. and Dorothy Lennon Cayton. The families of these siblings and their descendants are members of the native title claim group. 1.2 Kutiny (also known as Rose Matjangka Kutiny) and her sisters, whose names are not known at this time, are acknowledged to be apical ancestors associated with the claim area. 1.2.1 Related by a traditional principle of descent to Kutiny is a set of siblings namely: Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin. The families of these siblings and their descendants are members of the native title claim group. 1.2.2 Also related by a traditional principle of descent to one or another of Kutiny's sisters, are sets of siblings and their descendants, whose names are not known at this time. The families of these siblings and their descendants are members of the native title claim group. 1.3 Lapi Palyari and his wife Ida Tjipulka who are acknowledged to be apical ancestors associated with the claim area. 1.3.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown. The families of these siblings and their descendants are members of the native title claim group. 1.3.2 Ida Tjipulka's brother, Micky Miller and his descendants are members of the native title claim group related by the same principles of descent. 1.4 Minyungu Peter Russell and his wife Nancy Ngupulya Russell who are acknowledged to be apical ancestors associated with the claim area. 1.4.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell. The families of these siblings and their descendants are members of the native title claim group.

1.5 Kungkala is acknowledged to be an apical ancestor associated with the claim area.

1.5.1 Related by a traditional principle of biological descent to the apical ancestor is a set of siblings namely: Hazel Brown, Ricky Brown and Martha Edwards. The families of these siblings and their descendants are members of the native title claim group.

1.6 Micky Fatt and his wife Nellie Brown are acknowledged to be apical ancestors associated with the claim area:

1.6.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Edna Williams, Johnny Fatt, Eva Fatt, Beverley Fatt, and Ronald Fatt. The families of these siblings and their descendants are members of the native title claim group.

1.6.2 Nellie Brown's brother, Ginger Brown and his descendants are members of the Antakirinja Native Title Claim Group related by the same principles of descent.

1.7 Dianne Anpulyuru Brown, referred to by members of the claim group as Nana Dianne Brown, is acknowledged to be an apical ancestor associated with the claim area:

1.7.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown. The families of these siblings and their descendants are members of the native title claim group.

1.8 Jack Arkaringa is acknowledged to be an apical ancestor associated with the claim area.

1.8.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare. The families of these siblings and their descendants are members of the native title claim group.

1.9 Tata Tata Mulpa is acknowledged to be an apical ancestor associated with the claim area.

1.9.1 Related by a traditional principle of descent to the apical ancestor is Ginger Mapulya. Ginger Mapulya's descendants are members of the native title claim group.

1.10 Minnie Lang is acknowledged to be an apical ancestor associated with the claim area.

1.10.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Bidy Lang, Lena Lang, Rita Lang, Lesley Lang, Beverly Lang and Joan Lang. The families of this set of siblings and their descendants are members of the native title claim group.

1.11 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim.

1.11.1 This set of siblings includes Jack Lang, Pompey Lang and Hector Lang. The families of this set of siblings and their descendants are members of the native title claim group.

1.12 Billy Johns and his wife Fanny Johns are acknowledged to be apical ancestors associated with the claim area.

1.12.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings, which includes Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns. The families of this set of siblings and all their descendants are members of the native title claim group.

1.13 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim.

1.13.1 This set of siblings includes Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert. The families of this set of siblings and their descendants are members of the native title claim group.

1.14 Paddy Brown and his wife Betty Brown are acknowledged to be apical ancestors associated with the claim area.

1.14.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown. The families of these siblings and their descendants are members of the native title claim group.

1.15 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim area.

1.15.1 This set of siblings includes Billy Mungi and his sister Mumpi Baker are related by a traditional principle of descent to the apical ancestors. The families of this set of siblings and their descendants are members of the native title claim group.

1.16 Intjipurta Nungiya also known as Lilly is known to be an apical ancestor associated with the claim area.

1.16.1 Related by a traditional principle of descent to the apical ancestor is Lallie Lennon whose descendants are members of the native title claim group.

1.17 Nellie O'Toole is known to be an apical ancestor associated with the claim area.

1.17.1 The children of Nellie O'Toole and their descendants are members of the Antakirinja Native Title Claim Group.

	, 2. Antakirinja principles of incorporation into the group according to traditional law and custom include: 2.1 being of Aboriginal descent; and 2.2 having a connection with the claim area in accordance with the traditional law and custom of the Antakirinja Native Title Claim Group which includes a principle of descent from their ancestors. NB: Pursuant to Antakirinja traditional law and custom the principle of descent includes, but is not limited to, biological descent.
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Native title rights and interests claimed	The native title rights and interests claimed are also subject to the effect of:- All existing non-native title rights and interests (see, for example, those referred to in Schedule D); and 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. 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. The native title rights and interests claimed are the rights and interests of common law holders of native title derived from and exercisable by reason of the existence of native title, in particular: a) the right to possess, occupy, use and enjoy the area; b) the right to make decisions about the use and enjoyment of the area; c) the right of access to the area; d) the right to control the access of others to the area; e) the right to use and enjoy the resources of the area; f) the right to control the use and enjoyment of others of resources in the area; g) the right to trade in resources of the area; h) the right to receive a portion of any resources taken by others from the area; i) the right to maintain and protect places of importance under traditional laws, customs and practices in the area; j) the right to carry out and maintain burials of deceased members of the claim group within the area; k) the right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the area; l) the right to speak and teach the Antakirinja language.
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Area	Jurisdiction: South Australia Location: Bordered by the Maralinga Tjarutja and Anangu Pitjantjatjara lands to the west, the Trans Aust. Rlwy. to the south, Millers Creek Station to the west, and traversing Evelyn Downs Station in the north. Local government region(s): Coober Pedy District Council, Outback Areas Community Development Trust, Unincorporated Areas - SA ATSIC region(s): Nulla Wimila Kutju Regional Council, Wangka-Wilurrara Regional Council Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc Land/water and/or sea: Land/Water Area covered by the claim (as detailed in the application): A map showing the external boundaries of the area covered by the claim can be found at Attachment A; The area covered is the area to: 1. The East of the eastern boundary of Anangu Pitjantjatjara Aboriginal Lands, from the most south-eastern point of which is adjacent to Wintinna West Pastoral Station in a southerly direction to the eastern boundary of Maralinga Tjarutja Aboriginal Lands. 2. The East of the eastern boundary from the most north-eastern point of Maralinga Tjarutja Aboriginal Lands, in a southerly direction to the Trans Australia Railway.
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3. The North of the boundary of the Trans Australia Railway from the Maralinga Tjarutja Aboriginal Lands in an easterly direction to Kingoonya.

4. The North of the southern boundaries of Bon Bon and Mount Vivian Pastoral Stations from Kingoonya in an easterly direction to the most south-eastern point of Mount Vivian Pastoral Station.

5. The West of the most south-eastern point of Mount Vivian Pastoral Station in a northerly direction to the southern boundary of Millers Creek Pastoral Station, following the southern, eastern and northern boundaries of Millers Creek Pastoral Station along the dog-proof fence, and then along the north-eastern boundary of Balta Baltana South Pastoral Station to its most northerly point.

6. The West of the most northerly point of Balta Baltana South Pastoral Station in a northerly direction along the eastern boundary of the Crown land which is west of Anna Creek Pastoral Station and eastern boundary of Mount Barry Pastoral Station to the north-eastern point of Mt Barry Pastoral Station then east to the south-eastern point of Arkaringa Pastoral Station, then north along the eastern boundary of Arkaringa Pastoral Station to approximately its mid point.

7. The South of the approximate mid-point of the eastern boundary of Arkaringa pastoral station in a westerly direction through Arkaringa, Evelyn Downs and Wintinna West Pastoral Stations (and along the northern boundary of Mt Willoughby Pastoral Station) to the eastern boundary of Pitjatjantjara Aboriginal Land at the most south-eastern point adjacent to the Wintinna West Pastoral Station.

The area covered by the claim includes Tallaringa Conservation Park, the Coober Pedy Precious Stones Field, Lake Phillipson, Lake Anthony, Half Moon Lake, and Lake Labyrinth, and the townships of Coober Pedy, Tarcoola, and Kingoonya.

The area of the claim also covers the whole of a number of Pastoral leases, namely Mount Christie, Mulgathing, Muckanippie, Carding Well, Pinding, Collading, Wilgena, Bon Bon, Mount Vivian, Mount Eba, Bulgunnia, Mobella, Commonwealth Hill, Woorong Downs, Lake Wirrida, McDougall Peak, Millers Creek, Ingomar, Balta Baltana South, Mount Penryn, Mabel Creek, Mount Clarence, Mount Willoughby and Mount Barry. The Claim area also includes portion of Wintinna West, Evelyn Downs and Arkaringa Pastoral leases.

The above area is within the out of Hundreds of Everard, Wintinna, Oodnadatta, Giles, Murloocoppie, Warrina, Tallaringa, Coober Pedy, Billakalina, Barton, Tarcoola and Kingoonya.

The 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).
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Registration information	<i>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.</i> Date claim entered on Register of Native Title Claims: 15/11/1995 Registration test status: Accepted for registration Registration history: Registered from 15/11/1995.
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Attachments	1. Map depicting the External Boundary of Claim Area, Attachment C of the Application, 1 page - A4, Attached 14/06/1999.
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NNTT contact details	Case manager: Monica Khouri Address: National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000 GPO Box 9973 ADELAIDE SA 5001 Phone: (08) 8306 1230 Freecall 1800 640 501 Fax: (08) 8224 0939 Web page: www.nntt.gov.au
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NATIONAL NATIVE TITLE TRIBUNAL

Application Information and Extract from the Register of Native Title Claims

Application Information

Application numbers:	Federal Court number:	SG6007/98
	NNTT number:	SC95/7
Application name:	Antakirinja Native Title Claim	
Registration history:	Registered from 15/11/1995.	

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

Application lodged with:	National Native Title Tribunal
Date application lodged:	14/11/1995
Date claim entered on Register:	15/11/1995
Applicants:	Mr David Brown, Mr Herbert Joseph Lennon, Mr Ian Crombie, Mr Keith Smith Snr, Mr William Herbert Lennon Snr, Ms Jean Wood
Address for service:	Tim Wooley Aboriginal Legal Rights Movement Level 4, 345 King William Street ADELAIDE SA 5000 Phone: 08 8212 1244 Fax: 08 8211 7424

Area covered by the claim:

A map showing the external boundaries of the area covered by the claim can be found at Attachment A;

The area covered is the area to:

1. The East of the eastern boundary of Anangu Pitjantjatjara Aboriginal Lands, from the most south-eastern point of which is adjacent to Wintinna West Pastoral Station in a southerly direction to the eastern boundary of Maralinga Tjarutja Aboriginal Lands.
2. The East of the eastern boundary from the most north-eastern point of Maralinga Tjarutja Aboriginal Lands, in a southerly direction to the Trans Australia Railway.
3. The North of the boundary of the Trans Australia Railway from the Maralinga Tjarutja Aboriginal Lands in an easterly direction to Kingoonya.
4. The North of the southern boundaries of Bon Bon and Mount Vivian Pastoral Stations from Kingoonya in an easterly direction to the most south-eastern point of Mount Vivian Pastoral Station.
5. The West of the most south-eastern point of Mount Vivian Pastoral Station in a northerly direction to the southern boundary of Millers Creek Pastoral Station, following the southern, eastern and northern boundaries of Millers Creek Pastoral Station along the dog-proof fence, and then along the north-eastern boundary of Balta Baltana South Pastoral Station to its most northerly point.
6. The West of the most northerly point of Balta Baltana South Pastoral Station in a northerly direction along the eastern boundary of the Crown land which is west of Anna Creek Pastoral Station and eastern boundary of Mount Barry Pastoral Station to the north-eastern point of Mt Barry Pastoral Station then east to the south-eastern point of Arkaringa Pastoral Station, then north along the eastern boundary of Arkaringa Pastoral Station to approximately its mid point.
7. The South of the approximate mid-point of the eastern boundary of Arkaringa pastoral station in a westerly direction through Arkaringa, Evelyn Downs and Wintinna West Pastoral Stations (and along the northern boundary of Mt Willoughby Pastoral Station) to the eastern boundary of Pitjantjatjara Aboriginal Land at the most south-eastern point adjacent to the Wintinna West Pastoral Station.

The area covered by the claim includes Tallaringa Conservation Park, the Coober Pedy Precious Stones Field, Lake Phillipson, Lake Anthony, Half Moon Lake, and Lake Labyrinth, and the townships of Coober Pedy, Tarcoola, and Kingoonya.

The area of the claim also covers the whole of a number of Pastoral leases, namely Mount Christie, Mulgathing, Muckanippie, Carding Well, Pinding, Collading, Wilgena, Bon Bon, Mount Vivian, Mount Eba, Bulgunnia, Mobella, Commonwealth Hill, Woorong Downs, Lake Wirrida, McDougall Peak, Millers Creek, Ingomar, Balta Baltana South, Mount Penryn, Mabel Creek, Mount Clarence, Mount Willoughy and Mount Barry. The Claim area also includes portion of Wintinna West, Evelyn Downs and Arkaringa Pastoral leases.

The above area is within the out of Hundreds of Everard, Wintinna, Oodnadatta, Giles, Murloocoppie, Warrina, Tallaringa, Coober Pedy, Billakalina, Barton, Tarcoola and Kingoonya.

The 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).

Persons claiming to hold native title:

The Antakirinja Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area the subject of the claim and who:

1. Are related by means of the principle of descent to:
 - 1.1 Wikilyiri and his wife, Munyungka who are acknowledged to be apical ancestors associated with the claim area.
 - 1.1.1. Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr. and Dorothy Lennon Cayton. The families of these siblings and their descendants are members of the native title claim group.
 - 1.2 Kutiny (also known as Rose Matjangka Kutiny) and her sisters, whose names are not known at this time, are acknowledged to be apical ancestors associated with the claim area.
 - 1.2.1 Related by a traditional principle of descent to Kutiny is a set of siblings namely: Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin. The families of these siblings and their descendants are members of the native title claim group.

1.2.2 Also related by a traditional principle of descent to one or another of Kutiny's sisters, are sets of siblings and their descendants, whose names are not known at this time. The families of these siblings and their descendants are members of the native title claim group.

1.3 Lapi Palyari and his wife Ida Tjipulka who are acknowledged to be apical ancestors associated with the claim area.

1.3.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown. The families of these siblings and their descendants are members of the native title claim group.

, 1.3.2 Ida Tjipulka's brother, Micky Miller and his descendants are members of the native title claim group related by the same principles of descent.

1.4 Minyungu Peter Russell and his wife Nancy Ngupulya Russell who are acknowledged to be apical ancestors associated with the claim area.

1.4.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings namely: George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell. The families of these siblings and their descendants are members of the native title claim group.

1.5 Kungkala is acknowledged to be an apical ancestor associated with the claim area.

1.5.1 Related by a traditional principle of biological descent to the apical ancestor is a set of siblings namely: Hazel Brown, Ricky Brown and Martha Edwards. The families of these siblings and their descendants are members of the native title claim group.

1.6 Micky Fatt and his wife Nellie Brown are acknowledged to be apical ancestors associated with the claim area:

1.6.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Edna Williams, Johnny Fatt, Eva Fatt, Beverley Fatt, and Ronald Fatt. The families of these siblings and their descendants are members of the native title claim group.

1.6.2 Nellie Brown's brother, Ginger Brown and his descendants are members of the Antakirinja Native Title Claim Group related by the same principles of descent.

1.7 Dianne Anpulyuru Brown, referred to by members of the claim group as Nana Dianne Brown, is acknowledged to be an apical ancestor associated with the claim area:

1.7.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown. The families of these siblings and their descendants are members of the native title claim group.

, 1.8 Jack Arkaringa is acknowledged to be an apical ancestor associated with the claim area.

1.8.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare. The families of these siblings and their descendants are members of the native title claim group.

1.9 Tata Tata Mulpa is acknowledged to be an apical ancestor associated with the claim area.

1.9.1 Related by a traditional principle of descent to the apical ancestor is Ginger Mapulya. Ginger Mapulya's descendants are members of the native title claim group.

1.10 Minnie Lang is acknowledged to be an apical ancestor associated with the claim area.

1.10.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: Biddy Lang, Lena Lang, Rita Lang, Lesley Lang, Beverly Lang and Joan Lang. The families of this set of siblings and their descendants are members of the native title claim group.

1.11 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim.

1.11.1 This set of siblings includes Jack Lang, Pompey Lang and Hector Lang. The families of this set of siblings and their descendants are members of the native title claim group.

1.12 Billy Johns and his wife Fanny Johns are acknowledged to be apical ancestors associated with the claim area.

1.12.1 Related by a traditional principle of descent to the apical ancestors is a set of siblings, which includes Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns. The families of this set of siblings and all their descendants are members of the native title claim group.

1.13 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim.

, 1.13.1 This set of siblings includes Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert. The families of this set of siblings and their descendants are members of the native title claim group.

1.14 Paddy Brown and his wife Betty Brown are acknowledged to be apical ancestors associated with the claim area.

1.14.1 Related by a traditional principle of descent to the apical ancestor is a set of siblings namely: David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown. The families of these siblings and their descendants are members of the native title claim group.

1.15 The parents, whose names are unknown at this time, of a set of siblings are acknowledged to be apical ancestors associated with the claim area.

1.15.1 This set of siblings includes Billy Mungi and his sister Mumpi Baker are related by a traditional principle of descent to the apical ancestors. The families of this set of siblings and their descendants are members of the native title claim group.

1.16 Intjipurta Nungiya also known as Lilly is known to be an apical ancestor associated with the claim area.

1.16.1 Related by a traditional principle of descent to the apical ancestor is Lallie Lennon whose descendants are members of the native title claim group.

1.17 Nellie O'Toole is known to be an apical ancestor associated with the claim area.

1.17.1 The children of Nellie O'Toole and their descendants are members of the Antakirinja Native Title Claim Group.

, 2. Antakirinja principles of incorporation into the group according to traditional law and custom include:

2.1 being of Aboriginal descent; and

2.2 having a connection with the claim area in accordance with the traditional law and custom of the Antakirinja Native Title Claim Group which includes a principle of descent from their ancestors.

NB: Pursuant to Antakirinja traditional law and custom the principle of descent includes, but is not limited to, biological descent.

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 09/07/1999:

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

All existing non-native title rights and interests (see, for example, those referred to in Schedule D);

and

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.

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.

The native title rights and interests claimed are the rights and interests of common law holders of native title derived from and exercisable by reason of the existence of native title, in particular:

- a) the right to possess, occupy, use and enjoy the area;
- b) the right to make decisions about the use and enjoyment of the area;
- c) the right of access to the area;
- d) the right to control the access of others to the area;
- e) the right to use and enjoy the resources of the area;
- f) the right to control the use and enjoyment of others of resources in the area;
- g) the right to trade in resources of the area;
- h) the right to receive a portion of any resources taken by others from the area;
- i) the right to maintain and protect places of importance under traditional laws, customs and practices in the area;
- j) the right to carry out and maintain burials of deceased members of the claim group within the area;
- k) the right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the area;
- l) the right to speak and teach the Antakirinja language.

Register attachments:

1. Map depicting the External Boundary of Claim Area, Attachment C of the Application, 1 page - A4, Attached 14/06/1999.

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

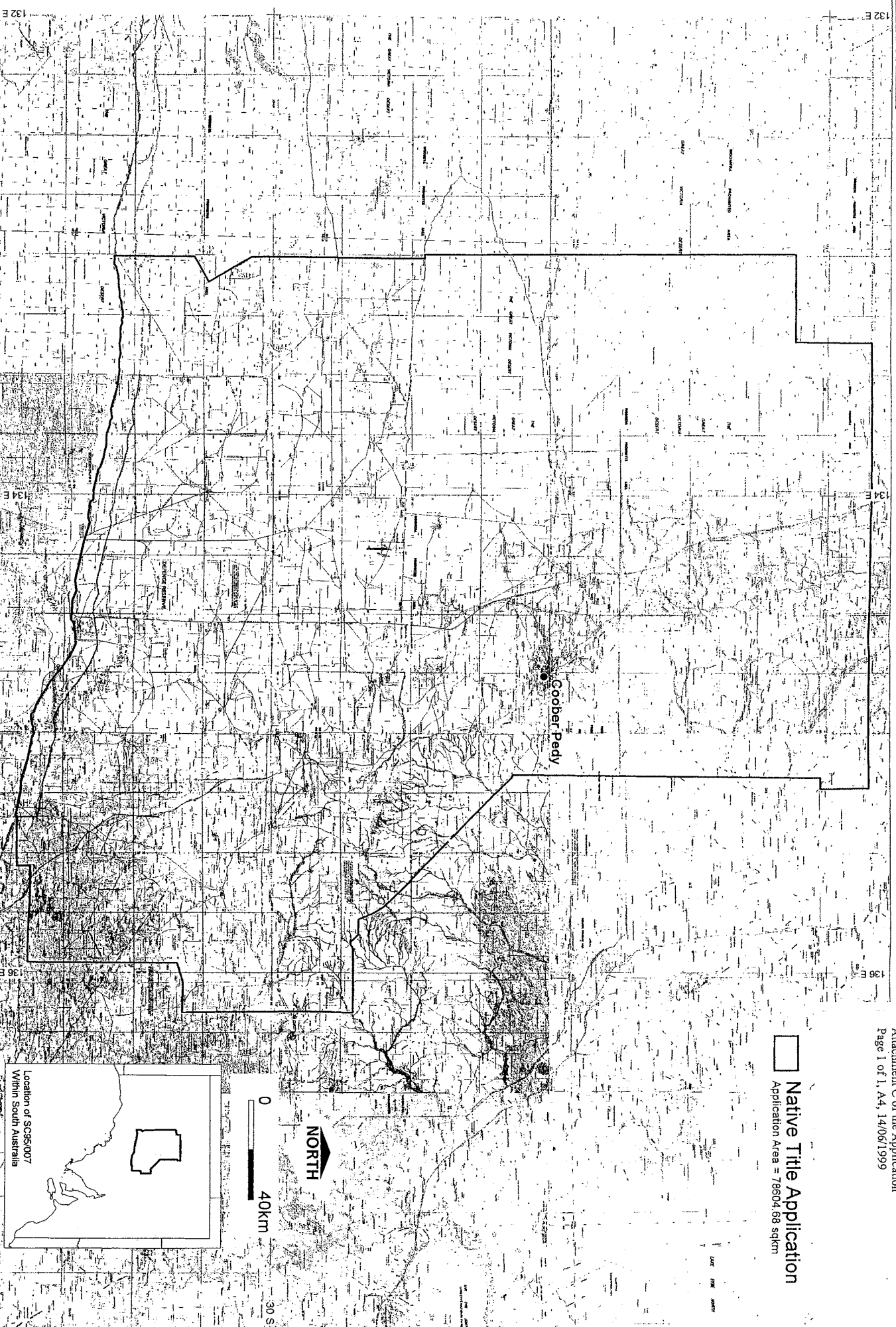
This map product MUST NOT be sold, given away, traded, let, hired or otherwise dealt with. This is a condition of the Data Licensing Agreement for the AUSLIG data.

NATIVE TITLE APPLICATION SC95/7 (SG6007/98) "ANTAKIRINJA"

Raster 1:250,000 topographic maps sourced from AUSLIG
Application boundaries sourced from the Resource Information Group, DEHAA
Latitude and Longitude based on Australian Geodetic Datum 1984

SC6007/98 (SC95/7)
Map depicting the External Boundary of Claim Area
Attachment C of the Application
Page 1 of 1, A4, 14/06/1999

☐ Native Title Application
Application Area = 78604.66 sqkm





NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SG6022/98 NNTT number: SC97/9
Application name	Yankunytjatjara/Antakirinja Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	21/11/1997
Current stage(s)	Notification Complete, In Mediation
Applicants	Mr Johnny Cullinan, Mr Paddy Jones, Ms Jean Wood, Ms Lallie Lennon, Ms Sadie Singer, Ms Tilly Waye
Address for service	Tim Wooley Aboriginal Legal Rights Movement 345 King William Street ADELAIDE SA 5000 Phone: 08 8212 1244 Fax: 08 8211 7424
Persons claiming to hold native title	The Yankunytjatjara/Antakirinja Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area the subject of the claim. 1. The following persons, together with all their biological descendants, are members of the native title claim group: 1.1 Nora Singer, including her daughter Sadie Singer 1.2 Paddy Jones 1.3 Lallie Lennon and her recently deceased husband, Stanley Lennon 1.4 Johnny Cullinan and his wife Peggy Tjingilya Cullinan 1.5 Billy Cullinan (deceased) and his wife Emily Cullinan 1.6 Huey Cullinan 1.7 Johnny Williams 1.8 Kanytji, including Shannon Kanytji 1.9 Yami Lester and his wife Lucy Lester 1.10 Ernie Baker and his wife Lilly Yupuna Baker 1.11 Cissie Riley 1.12 Kunmanara Edie King 1.13 Angelina Wangka 1.14 Minnie Rosella 1.15 Harry Wallatina 1.16 Lilly Kukika 1.17 David Umula and his wife Lilly Umula 1.18 Marinka Burton 1.19 Billy Kutatji 1.20 Monty O'Toole 1.21 Janie Woodford 1.22 Judy Edwards 1.23 Daisy Brown, including her son, Albert Crombie , 2. The following sets of siblings and all their biological descendants are members of the native title claim group. 2.1 Whiskey Tjukanku and Riley Tjayrany 2.2 Harry Giles, Ginger Mapulya, Maxine Stuart and Nelly Coulthard 2.3 Huey Tjami and Cathleen Wallatina

	2.4 Aileen Daniels, Mungkutja Prince and Suzie Presley 2.5 Teddy Edwards, Molly Tjami and Munka (deceased) 2.6 Wallace Wallatina and Mary (Tuli) Mingkilyi 2.7 Peter Munkuri and Johnny Wangin 2.8 Topsy Campbell and Marlene Campbell 2.9 Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr and Dorothy Lennon Cayton. 2.10 Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin. 2.11 Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown. 2.12 George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell. 2.13 Hazel Brown, Ricky Brown and Martha Edwards. 2.14 [Willy Williams' dec'd wife], Johnny Fatt, Eva Fatt, Beverley Fatt and Ronald Fatt. 2.15 Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown. 2.16 Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare. 2.17 Biddy Lang, Lena Lang, Lesley Lang, Beverly Lang, Joan Lang and Hector Lang. 2.18 Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns. 2.19 Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert. 2.20 David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown 2.21 Billy Mungi and Mumpi Baker 2.22 Kitty Rouche, Janie Lovegrove and Hilda Lovegrove 2.23 Keith Aitkin, Robert Aitkin, Jimmy Aitkin (deceased), Graham Aitkin, and Deborah Aitkin 2.24 Angelina Crombie and Sadie (deceased) 2.25 Johnny Miller and his siblings whose names are not known at this time 2.26 Topsy Bannington and her siblings, all being the children of Lambina Mick (deceased) and Angelina Lambina (d'csd), 3. The children of Pompey Everard and their biological descendants are members of the native title claim group 4. Yankunytjatjara/Antakirinja principles of incorporation into the group according to traditional law and custom include: 2.1 being of Aboriginal descent; and 2.2 having a connection with the claim area in accordance with the traditional law and custom of the Yankunytjatjara/Antakirinja Native Title Claim Group which includes the principle of descent from their ancestors. NOTE: Pursuant to Yankunytjatjara/Antakirinja traditional law and custom the principle of descent includes, but is not limited to, biological descent. NOTE: Members of the Yankunytjatjara/Antakirinja native title claim group acknowledge that the terms "Yankunytjatjara" and "Antakirinja" are used interchangeably by them and constitute different means of identifying the same language and the same individuals from whom claim group members are descended or referred to by others.
Native title rights and interests claimed	The native title rights and interests claimed are the rights and interests of common law holders of native title derived from and exercisable by reason of the existence of native title, in particular: 1. The generic aspects of the Yankunytjatjara/Antakirinja proprietary and beneficial rights and interests; 1.1 full beneficial ownership of the claim area including possession, occupation, use and enjoyment as of right; 1.2 carriage of responsibility for the care and maintenance of the claim area; 1.3 the right to hold the claim area as cultural property and source of the native title group and its identity; 1.4 the capacity to transmit ownership of and identification with the claim area, for example, to descendants. 2. Rights which flow from the property and beneficial rights. 2.1 Occupation and economic 2.1.1 the right to access and occupy the claim area, including to live on and erect residences on the land; 2.1.2 the right to take, use, enjoy and develop the natural resources of the claim area; 2.1.3 the right to make a living and derive economic benefit from the claim area, including to dispose of the resources or products of the claim area by commerce or exchange; 2.1.4 the right to a share of the benefit of resources taken on the claim area by others. 2.2 Control and Management

	2.2.1 the right to make decisions over, manage and conserve the claim area and its natural resources; 2.2.2 the requirement to be asked for and to control access, occupation, use and enjoyment of the claim area and its resources by others; 2.2.3 the right to control the marking and changing of the land of the claim area. 2.3 Cultural Property 2.3.1 The right to speak for, protect and control access to the Aboriginal cultural estate pertaining to the claim area including places of special significance, subject to any level of cultural authority shared by elders of neighbouring groups under Aboriginal traditional law and custom; 2.3.2 The right to maintain, manage, develop and transmit the cultural estate pertaining to the claim area; 2.3.3 The right to conduct social, cultural and religious activities including burials on the claim area. 2.4 Membership and dispute settlement 2.4.1 The right to resolve ambiguities or disputes concerning the claim area or the membership of the Yankunytjatjara/Antakirinja native title claim group, subject to any right or authority to participate held by the neighbouring groups under Aboriginal traditional law and custom. The native title rights and interests claimed are also subject to the effect of:- all existing non-native title rights and interests (see, for example, those referred to in Schedule D); and 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. This exclusion clause is taken to be qualifying the full beneficial rights asserted in Schedule E paragraph 1.1 of the Application such that exclusive rights are not being asserted where there exist valid non-exclusive possession acts. Further, the first exclusion clause detailed in section e (*) above is taken to mean that the applicants are not asserting exclusive rights over areas subject to previous non-exclusive possession acts. At Schedule Q the rights and interests claimed are further qualified that no claim is being made to any native title rights and interests consisting of or including ownership of minerals, petroleum or gas owned by the Crown under valid laws of the Commonwealth, or State.
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Area	Jurisdiction: South Australia Location: Central Northern South Australia Local government region(s): Outback Areas Community Development Trust, Unincorporated Areas - SA ATSIC region(s): Nulla Wimila Kutju Regional Council Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc Land/water and/or sea: Land/Water Area covered by the claim (as detailed in the application): A) a map showing the external boundaries of the area covered by the claim, marked as attachment C. The area covered is the area to: 1. the east of the boundary of Anangu Pitjantjatjara Lands vested pursuant to the Pitjantjatjara Land Rights Act, 1981 (South Australia) from the most north-eastern point of what was formerly known as Granite Downs Station, now Anangu Pitjantjatjara Lands; 2. south along the eastern boundary of Anangu Pitjantjatjara Lands latitude 27 degrees 51 minutes south, to the most south eastern point of which is adjacent to Wintinna West Pastoral Station, then; 3. due east to the eastern boundary of Arkaringa Station (Coorinkiana), then; 4. north along the eastern most boundaries of Arkaringa (Coorinkiana) and Todmorden Stations to the most north-eastern point of Todmorden Station, then; 5. west along the northern most boundaries of Todmorden and Lambina Stations to where the most north-western point of Lambina Station adjoins the eastern boundary of Anangu Pitjantjatjara Lands. The claim area covers the whole of Lambina, Welbourne Hill and Todmorden pastoral stations and northern portions of Wintinna West, Evelyn Downs and Arkaringa (including Coorinkiana) pastoral stations. It also includes the township of Marla. The above area is within the Out of Hundreds Abminga, Wintinna, Dalhousie and Oodnadatta being the whole of the land and waters within this area WITH THE EXCEPTION OF the road corridor where the area is traversed by the Stuart Highway and the railway corridor where the area covered is traversed by the Central Australia Railway.
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The Geographical boundaries of the area covered by the application are clearly delineated and marked on the attached map, being Attachment C to this application.

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

The applicants exclude from the area covered by the Application any area over which native title has been extinguished 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).

In addition the following freehold tenures are specifically excluded:

Volume 4197, Folio 339. Proprietor: Marla Bore Trading Company P/L.

Volume 4400, Folio 816. Proprietor: Dunjiba Community Council Inc.

Volume 4402, Folio 501. Proprietor: Darren Neil Watson.

Volume 4273, Folio 996. Proprietor: Brian Gordon Norris and Hazel Anne Norris

Volume 4196, Folio 194. Proprietor: Minister of Mines and Energy

Volume 4241, Folio 792. Proprietor: Australian Telecommunications Commission

Volume 5482, Folio 208. Proprietor: David Peter Balnaves and Helen Janette Balnaves

Volume 5449, Folio 376. Proprietor: Katamra P/L

Volume 5466, Folio 218. Proprietor: Brian Gordon Norris and Hazel Anne Norris

Volume 5482, Folio 209. Proprietor: Beverly Ann Hart and Ashley George Martin

Volume 5482, Folio 210. Proprietor: Beverly Ann Hart and Ashley George Martin

Volume 5424, Folio 382. Proprietor: Nareeda Jane Martin

Volume 5403, Folio 618. Proprietor: Minister of Mines and Energy

Volume 5403, Folio 284. Proprietor: Commissioner of Highways

Volume 5460, Folio 870. Proprietor: Australian and Overseas Telecommunications Corporation Ltd

Volume 5421, Folio 100. Proprietor: Australian and Overseas Telecommunications Corporation Ltd

Volume 5421, Folio 99. Proprietor: Australian and Overseas Telecommunications Corporation Ltd

Volume 5369, Folio 534. Proprietor: Sabardin Petroleum P/L

Volume 5394, Folio 228. Proprietor: Darren Neil Watson

Volume 5665, Folio 405. Proprietor: Australian National Railways Commission

Registration information

Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.

Date claim entered on Register of Native Title Claims:

	21/11/1997 Registration test status: Accepted for registration Registration history: Registered from 21/11/1997.
Attachments	1. Map of External Boundary, Attachment C of the Application, 1 page - A3, Attached 21/11/1997.
NNTT contact details	Case manager: Monica Khouri Address: National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000 GPO Box 9973 ADELAIDE SA 5001 Phone: (08) 8306 1230 Freecall 1800 640 501 Fax: (08) 8224 0939 Web page: www.nntt.gov.au

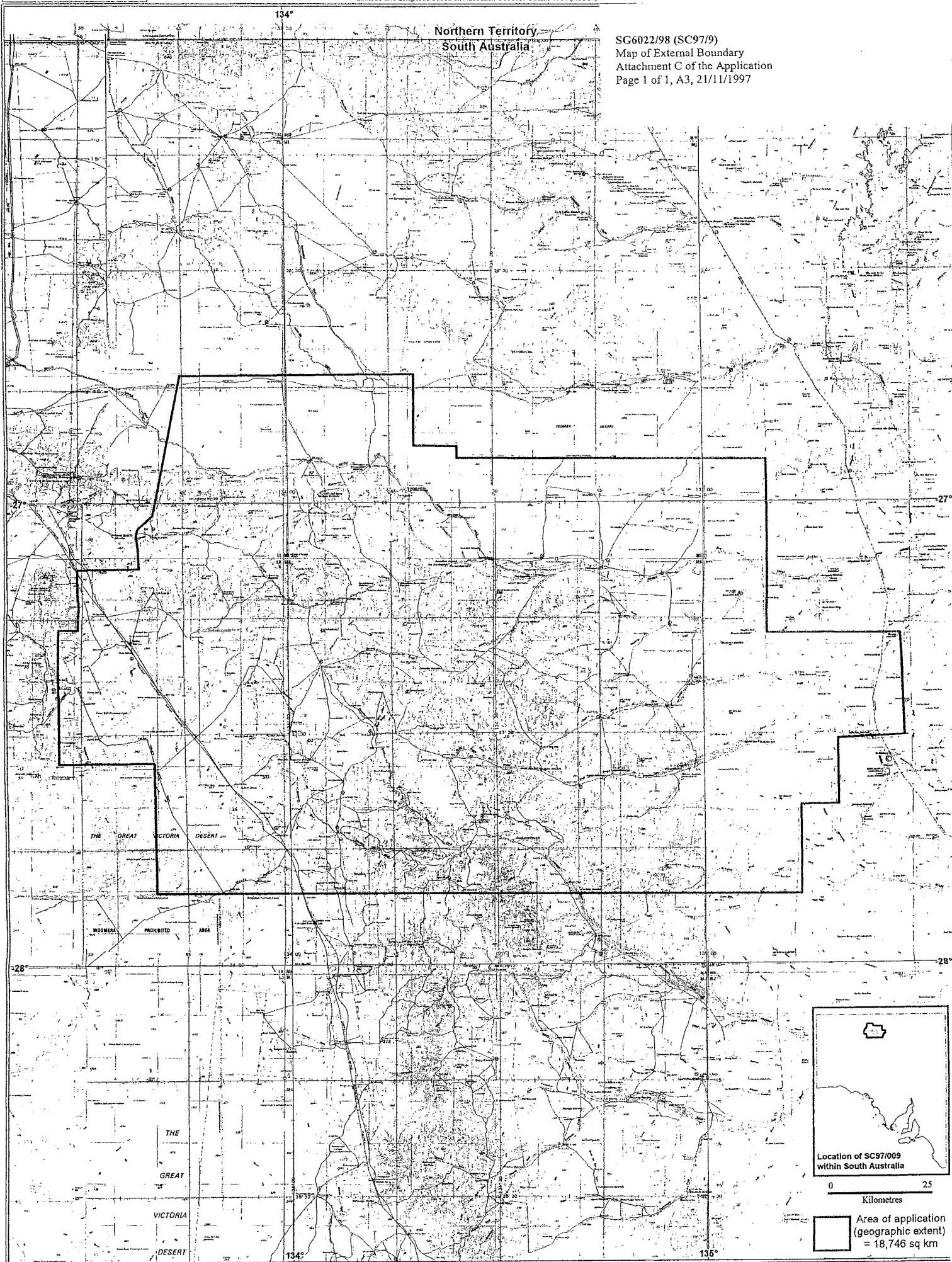
This map product MUST NOT be sold, given away, traded, let, hired or otherwise dealt with.
This is a condition of the Data Licensing Agreement for the AUSLIG data.

SC97/009 (SG6022/98) Yankunytjatjara/Antakirinja

Raster topographic maps (1:250,000) sourced from AUSLIG
Application boundary data sourced from Resource Information, DEHAA

Latitude and Longitude based on Australian Geodetic Datum 1984 (AGD84)

SG6022/98 (SC97/9)
Map of External Boundary
Attachment C of the Application
Page 1 of 1, A3, 21/11/1997



[illegible]



NATIONAL NATIVE TITLE TRIBUNAL

Application Information and Extract from the Register of Native Title Claims

Application Information

Application numbers: Federal Court number: SG6022/98
NNTT number: SC97/9

Application name: Yankunytjatjara/Antakirinja Native Title Claim

Registration history: Registered from 21/11/1997.

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

Application lodged with: National Native Title Tribunal

Date application lodged: 21/11/1997

Date claim entered on Register: 21/11/1997

Applicants: Mr Johnny Cullinan, Mr Paddy Jones, Ms Jean Wood, Ms Lallie Lennon, Ms Sadie Singer, Ms Tilly Waye

Address for service: Tim Wooley
Aboriginal Legal Rights Movement
345 King William Street
ADELAIDE SA 5000
Phone: 08 8212 1244
Fax: 08 8211 7424

Area covered by the claim:

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

The area covered is the area to:

1. the east of the boundary of Anangu Pitjantjatjara Lands vested pursuant to the Pitjantjatjara Land Rights Act, 1981 (South Australia) from the most north-eastern point of what was formerly known as Granite Downs Station, now Anangu Pitjantjatjara Lands;

2. south along the eastern boundary of Anangu Pitjantjatjara Lands latitude 27 degrees 51 minutes south, to the most south eastern point of which is adjacent to Wintinna West Pastoral Station, then;
 3. due east to the eastern boundary of Arkaringa Station (Coorinkiana), then;
 4. north along the eastern most boundaries of Arkaringa (Coorinkiana) and Todmorden Stations to the most north-eastern point of Todmorden Station, then;
 5. west along the northern most boundaries of Todmorden and Lambina Stations to where the most north-western point of Lambina Station adjoins the eastern boundary of Anangu Pitjantjatjara Lands.
- The claim area covers the whole of Lambina, Welbourne Hill and Todmorden pastoral stations and northern portions of Wintinna West, Evelyn Downs and Arkaringa (including Coorinkiana) pastoral stations. It also includes the township of Marla.

The above area is within the Out of Hundreds Abminga, Wintinna, Dalhousie and Oodnadatta being the whole of the land and waters within this area WITH THE EXCEPTION OF the road corridor where the area is traversed by the Stuart Highway and the railway corridor where the area covered is traversed by the Central Australia Railway.

The Geographical boundaries of the area covered by the application are clearly delineated and marked on the attached map, being Attachment C to this application.

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

The applicants exclude from the area covered by the Application any area over which native title has been extinguished 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).

In addition the following freehold tenures are specifically excluded:

Volume 4197, Folio 339. Proprietor: Marla Bore Trading Company P/L.
 Volume 4400, Folio 816. Proprietor: Dunjiba Community Council Inc.
 Volume 4402, Folio 501. Proprietor: Darren Neil Watson.
 Volume 4273, Folio 996. Proprietor: Brian Gordon Norris and Hazel Anne Norris
 Volume 4196, Folio 194. Proprietor: Minister of Mines and Energy
 Volume 4241, Folio 792. Proprietor: Australian Telecommunications Commission
 Volume 5482, Folio 208. Proprietor: David Peter Balnaves and Helen Janette Balnaves
 Volume 5449, Folio 376. Proprietor: Katamra P/L
 Volume 5466, Folio 218. Proprietor: Brian Gordon Norris and Hazel Anne Norris
 Volume 5482, Folio 209. Proprietor: Beverly Ann Hart and Ashley George Martin
 Volume 5482, Folio 210. Proprietor: Beverly Ann Hart and Ashley George Martin
 Volume 5424, Folio 382. Proprietor: Nareeda Jane Martin
 Volume 5403, Folio 618. Proprietor: Minister of Mines and Energy
 Volume 5403, Folio 284. Proprietor: Commissioner of Highways
 Volume 5460, Folio 870. Proprietor: Australian and Overseas Telecommunications Corporation Ltd
 Volume 5421, Folio 100. Proprietor: Australian and Overseas Telecommunications Corporation Ltd
 Volume 5421, Folio 99. Proprietor: Australian and Overseas Telecommunications Corporation Ltd
 Volume 5369, Folio 534. Proprietor: Sabardin Petroleum P/L
 Volume 5394, Folio 228. Proprietor: Darren Neil Watson
 Volume 5665, Folio 405. Proprietor: Australian National Railways Commission

Persons claiming to hold native title:

The Yankunytjatjara/Antakarinja Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area the subject of the claim.

1. The following persons, together with all their biological descendants, are members of the native title claim group:

- 1.1 Nora Singer, including her daughter Sadie Singer
- 1.2 Paddy Jones
- 1.3 Lallie Lennon and her recently deceased husband, Stanley Lennon
- 1.4 Johnny Cullinan and his wife Peggy Tjingilya Cullinan
- 1.5 Billy Cullinan (deceased) and his wife Emily Cullinan
- 1.6 Huey Cullinan
- 1.7 Johnny Williams
- 1.8 Kanytji, including Shannon Kanytji
- 1.9 Yami Lester and his wife Lucy Lester
- 1.10 Ernie Baker and his wife Lilly Yupuna Baker
- 1.11 Cissie Riley
- 1.12 Kunmanara Edie King
- 1.13 Angelina Wangka
- 1.14 Minnie Rosella
- 1.15 Harry Wallatina
- 1.16 Lilly Kukika
- 1.17 David Umula and his wife Lilly Umula
- 1.18 Marinka Burton
- 1.19 Billy Kutatji
- 1.20 Monty O'Toole
- 1.21 Janie Woodford
- 1.22 Judy Edwards
- 1.23 Daisy Brown, including her son, Albert Crombie

, 2. The following sets of siblings and all their biological descendants are members of the native title claim group.

2.1 Whiskey Tjukanku and Riley Tjayrany

2.2 Harry Giles, Ginger Mapulya, Maxine Stuart and Nelly Coulthard

2.3 Huey Tjami and Cathleen Wallatina

2.4 Aileen Daniels, Mungkutja Prince and Suzie Presley

2.5 Teddy Edwards, Molly Tjami and Murika (deceased)

2.6 Wallace Wallatina and Mary (Tuli) Mingkilyi

2.7 Peter Munkuri and Johnny Wangin

2.8 Topsy Campbell and Marlene Campbell

2.9 Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr and Dorothy Lennon Cayton.

2.10 Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin.

2.11 Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown.

2.12 George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell.

2.13 Hazel Brown, Ricky Brown and Martha Edwards.

2.14 [Willy Williams' dec'd wife], Johnny Fatt, Eva Fatt, Beverley Fatt and Ronald Fatt.

2.15 Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown.

2.16 Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare.

2.17 Bidy Lang, Lena Lang, Lesley Lang, Beverly Lang, Joan Lang and Hector Lang.

2.18 Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns.

2.19 Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert.

2.20 David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown

2.21 Billy Mungi and Mumpi Baker

2.22 Kitty Rouché, Janie Lovegrove and Hilda Lovegrove

2.23 Keith Aitkin, Robert Aitkin, Jimmy Aitkin (deceased), Graham Aitkin, and Deborah Aitkin

2.24 Angelina Crombie and Sadie (deceased)

2.25 Johnny Miller and his siblings whose names are not known at this time

2.26 Topsy Bannington and her siblings, all being the children of Lambina Mick (deceased) and Angelina Lambina (d'csd),

3. The children of Pompey Everard and their biological descendants are members of the native title claim group

4. Yankunytjatjara/Antakirinja principles of incorporation into the group according to traditional law and custom include:

2.1 being of Aboriginal descent; and

2.2 having a connection with the claim area in accordance with the traditional law and custom of the Yankunytjatjara/Antakirinja Native Title Claim Group which includes the principle of descent from their ancestors.

NOTE: Pursuant to Yankunytjatjara/Antakirinja traditional law and custom the principle of descent includes, but is not limited to, biological descent.

NOTE: Members of the Yankunytjatjara/Antakirinja native title claim group acknowledge that the terms "Yankunytjatjara" and "Antakirinja" are used interchangeably by them and constitute different means of identifying the same language and the same individuals from whom claim group members are descended or referred to by others.

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 08/10/1999:

The native title rights and interests claimed are the rights and interests of common law holders of native title derived from and exercisable by reason of the existence of native title, in particular:

1. The generic aspects of the Yankunytjatjara/Antakirinja proprietary and beneficial rights and interests;
 - 1.1 full beneficial ownership of the claim area including possession, occupation, use and enjoyment as of right;
 - 1.2 carriage of responsibility for the care and maintenance of the claim area;
 - 1.3 the right to hold the claim area as cultural property and source of the native title group and its identity;
 - 1.4 the capacity to transmit ownership of and identification with the claim area, for example, to descendants.
2. Rights which flow from the property and beneficial rights.
 - 2.1 Occupation and economic
 - 2.1.1 the right to access and occupy the claim area, including to live on and erect residences on the land;
 - 2.1.2 the right to take, use, enjoy and develop the natural resources of the claim area;
 - 2.1.3 the right to make a living and derive economic benefit from the claim area, including to dispose of the resources or products of the claim area by commerce or exchange;
 - 2.1.4 the right to a share of the benefit of resources taken on the claim area by others.
 - 2.2 Control and Management
 - 2.2.1 the right to make decisions over, manage and conserve the claim area and its natural resources;
 - 2.2.2 the requirement to be asked for and to control access, occupation, use and enjoyment of the claim area and its resources by others;
 - 2.2.3 the right to control the marking and changing of the land of the claim area.
 - 2.3 Cultural Property
 - 2.3.1 The right to speak for, protect and control access to the Aboriginal cultural estate pertaining to the claim area including places of special significance, subject to any level of cultural authority shared by elders of neighbouring groups under Aboriginal traditional law and custom;
 - 2.3.2 The right to maintain, manage, develop and transmit the cultural estate pertaining to the claim area;
 - 2.3.3 The right to conduct social, cultural and religious activities including burials on the claim area.
 - 2.4 Membership and dispute settlement
 - 2.4.1 The right to resolve ambiguities or disputes concerning the claim area or the membership of the Yankunytjatjara/Antakirinja native title claim group, subject to any right or authority to participate held by the neighbouring groups under Aboriginal traditional law and custom.

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

all existing non-native title rights and interests (see, for example, those referred to in Schedule D); and
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.

This exclusion clause is taken to be qualifying the full beneficial rights asserted in Schedule E paragraph 1.1 of the Application such that exclusive rights are not being asserted where there exist valid non-exclusive possession acts.

Further, the first exclusion clause detailed in section e (*) above is taken to mean that the applicants are not asserting exclusive rights over areas subject to previous non-exclusive possession acts. At Schedule Q the rights and interests

claimed are further qualified that no claim is being made to any native title rights and interests consisting of or including ownership of minerals, petroleum or gas owned by the Crown under valid laws of the Commonwealth, or State.

Register attachments:

1. Map of External Boundary, Attachment C of the Application, 1 page - A3, Attached 21/11/1997.

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

SCHEDULE 2 : PART 2 : ASSOCIATION

FORM 7

Sub-regulation 11 (1)

COMMONWEALTH OF AUSTRALIA

Aboriginal Councils and Associations Act 1976

Certificate of Incorporation of an Aboriginal Association

I, **JOE MASTROLEMBO, DELEGATE OF**
the Registrar of Aboriginal Corporations,
in pursuance of paragraph 45(1)(a) of the Act
heroby certify that

**Antakirinja Land Management
Aboriginal Corporation**

has this day been incorporated under the Act

Dated this TWENTYSECOND *day of* AUGUST . 1997 .

J. Mastrolemb
DELEGATE OF THE

REGISTRAR



SCHEDULE 3 : CLEARANCE PROCEDURES

1. ALMAC and YAMC (or either of them, as the case requires) in consultation with the Native Title Party will provide a Survey Team or Teams to undertake inspection and clearing of locations for Petroleum Operations within the Licence Area if and when the requirement arises in accordance with clause 12 of this Agreement.
2. ALMAC and YAMC (or either of them, as the case requires) in consultation with the Native Title Party will ensure that if required, both a male and a female Specialist are available to join the Survey Team depending on the part of the Licence Area under consideration at any given time and the Area or Areas of Significance that may be therein.
3. A Specialist (engaged according to paragraph 12.3(a) of this Agreement) will co-ordinate the Survey Teams provided for in clause 12 of this Agreement and will be responsible for conveying the results of the Survey Team's inspections and assessments for Clearance of Explorer's proposed Petroleum Operations under the terms of this Agreement.
4. Subject to the terms of this Agreement the Native Title Party and ALMAC and YAMC (or either of them, as the case requires) will ensure that a Survey Team is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by Explorer in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and ALMAC and YAMC (or either of them, as the case requires) will ensure that the Survey Team operates on a regular work schedule that as near as practicable coincides with and accommodates Explorer's work schedule.
5. ALMAC and YAMC will arrange suitable camping facilities for the Survey Teams.
6. ALMAC and YAMC (or either of them, as the case requires) in consultation with the Native Title Party will ensure that persons who are members of the Native Title Party (but in any event not exceeding the number of persons agreed with Explorer) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.
7. ALMAC and YAMC will provide sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Survey Teams while they are undertaking the inspection and Clearance process.
8. The said vehicles will be insured by ALMAC and YAMC (or either of them, as the case requires) and equipped by them with sufficient spare parts for the duration of the Clearance task.
9. ALMAC and YAMC (or either of them, as the case requires) will cause a log-book to be kept and will ensure that the following information is recorded in the log book in relation to the use of the four-wheel drive vehicles:

- (a) Date;
- (b) Place of departure;
- (c) Destination;
- (d) Reason for the journey;
- (e) Name of driver; and
- (f) Number of kilometres travelled

in respect of each occasion that the four-wheel drive vehicles are used for or incidental to carrying out a Clearance and will make the log-book available to Explorer upon request.

10. Explorer will reimburse ALMAC and YAMC (or either of them, as the case requires) in accordance with an agreed plan and Budget for the reasonable costs of ALMAC and YAMC (or either of them, as the case requires) for:

- (a) engaging the services of the persons comprising the Survey Team;
- (b) providing camping facilities and food to the Survey Team; and
- (c) providing sufficient and appropriate 4 wheel drive vehicles for use by the Survey Team

in accordance with a Budget.

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

12. Remuneration

Explorer will pay to or reimburse ALMAC and YAMC (or either of them, as the case requires) the cost of engaging the services of the Survey Team, for each Specialist and for each of the agreed number of Survey Team members at the respective rates negotiated and agreed during negotiation of a Budget for each day required for compliance with clauses 11, 12 and 13 and this Schedule 3 and for travel to and from his or her place of residence within Australia, and reasonable travel costs, all in accordance with a Budget.

13. Food for Survey Team

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

14. Four Wheel Drive Vehicles

Explorer will pay to ALMAC and YAMC (or either of them, as the case requires) :

- (a) where ALMAC and YAMC (or either of them, as the case requires) provides four-wheel drive vehicles, the sum of fifty-five cents per kilometre in respect of the total number of kilometres properly recorded in the log book, in accordance with paragraph 9 of this Schedule 3, and the cost of fuel, where a four-wheel drive vehicle travelled distances for or incidental to conducting a Clearance; or
- (b) the reasonable cost of hire of four-wheel drive vehicles and the cost of fuel and vehicle insurance, where the vehicle is hired and used for, or incidental to conducting a Clearance provided that the log book details are properly recorded in accordance with paragraph 9 of this Schedule 3.

SCHEDULE 4 : SCHEDULE OF EVENTS

Item	Events	Party Responsible	Maximum period for Events (in days)	Maximum cumulative Elapsed days
1	Explorer submits request and proposed work programme to ALMAC or YAMC or either of them, as the case requires <i>(Clause 10, Paragraph 10.1)</i>	Explorer	Not applicable	0
2	Preliminary meeting <i>(Clause 10, Paragraph 10.2)</i>	Explorer and ALMAC or YAMC	14	14
3	ALMAC or YAMC arranges for: 1. Anthropologist or other Specialist; 2. Survey Team, and 3. Proposed Clearance plan and Budget and presents to Explorer <i>(Clause 12 and Clause 14, Para 14.1)</i>	ALMAC or YAMC	7	21
4	Clearance Plan and Budget meeting. Plan and budget agreed <i>(Clause 14, Paragraphs 14.1; 14.2)</i>	Explorer and ALMAC or YAMC	7	28
5	Survey Team and field logistics organised, and Survey Team mobilised to the field. <i>(Clause 12, Paragraph 12.1)</i>	Native Title Party and ALMAC or YAMC	12	40
6	Survey Team completes field work and de-mobilises, notifies Explorer. <i>(Clause 13, Paragraph 13.1)</i>	Native Title Party and ALMAC or YAMC	14	54
7	Report delivered to Explorer <i>(Clause 13, Paragraph 13.1)</i>	ALMAC or YAMC	14	68

SCHEDULE 5 : BUDGET

Explorer: Dawnpark Holdings Pty Ltd & Standard Oil Pty Ltd

Date:

Clearance for PEL number 139:

Item	Description	Remarks	Units	Quantity	Unit Rate\$	Survey Costs	NOTES
	Personnel						
	Specialist # 1		days				
	Specialist # 2		days				
	Survey Team x		days				
	Camp Cook		days	1			
1	TOTAL PERSONNEL						
	Travel Costs						
	Vehicle Hire	4WD	days				
	Vehicle Fuel		days				
	Private Vehicle 2WD allowance	fuel, oil, tyres etc	km		0.52		
	Private Vehicle 4WD allowance	fuel, oil, tyres etc	km		0.55		
2	TOTAL TRAVEL						
	Accommodation & Logistics						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
3	TOTAL ACCOMMODATION & LOGISTICS						
	Administration						
	satellite phone hire		days				
	maps		total				
	photocopying		total				
	phone : fax : mail		total				
	bookings & fees		total				
	meetings & confs		total				
	legal		total				
4	TOTAL ADMINISTRATION						
5	SUB -TOTAL						
6	Contingency						
7	GST						
8	GRAND TOTAL						

SCHEDULE 6 : GUIDELINES TO MEDIATION

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

1. Role of Mediator

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

2. Conflict of Interest

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

3. Co-operation

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

4. Conduct of Preliminary Conference

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

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

6. Communications between Mediator and Parties

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

7. Confidentiality of the Mediation

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

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

- (a) any settlement proposal whether made by a party or the mediator;
- (b) the willingness of a party to consider any such proposal;
- (c) any statement made by a party or the mediator during the mediation; and
- (d) any information prepared for the mediation.

9. Termination of the Mediation

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

10. Settlement of the Dispute

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

11. Enforcement of the Settlement Agreement

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

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

12. Exclusion of Liability

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

13. Costs

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

SCHEDULE 7 – EMPLOYMENT AND TRAINING INFORMATION TO BE SUPPLIED BY ALMAC AND YAMC

(Clause 29)

Item 1 – Information to be provided by ALMAC and YAMC

1. a regularly updated register of the Native Title Claim group members who may be interested in seeking employment with Explorer in relation to its Project which list shall include name, contact details, relevant education, relevant trade qualifications and experience.
2. a regularly updated register of Aboriginal businesses and service providers who may be interested in providing relevant contract services to Explorer in relation to the Project.
3. a regularly updated register of businesses and services proposed to be developed by the Native Title Claim group members, including a detailed proposal of the type of business and services to be provided.
4. a regularly updated register of Native Title Claim group members seeking training opportunities with Explorer in relation to the Project including name, contact details, relevant education, relevant trade qualifications and experience.

Item 2 – matters of which Explorer will have regard

In making employment opportunities available to Native Title Claim group members Explorer may:

1. have regard to the skills and experience reasonably required to undertake the position.
2. have regard to the skills and experience of all applicants for the position including the Native Title Claim group member applicant,
3. have regard to the expressed desire and capacity (or either of them) of the Native Title Claim group member applicant to undertake training (on the job or otherwise) to fill the a vacant position.
4. require the applicant for an employment position or traineeship to undertake and satisfactorily pass a competency test.

SCHEDULE 8 – DEED OF ADOPTION AND ASSUMPTION

(Clause 24.2)

Deed of Adoption and Assumption
(for Ancillary Agreement)

Details**Date**

200

Parties

BETWEEN THE ANTAKIRINJA PEOPLE by William Herbert Lennon Snr, Jean Wood, Ian Crombie, Keith Smith Snr, David Brown and Herbert Joseph Lennon , the registered native title claimants in relation to native title determination application no. SG 6007/98 in the Federal Court of Australia, C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000

AND THE YANKUNYTJATJARA ANTAKIRINJA PEOPLE by Johnny Cullinan, Paddy Jones, Jean Wood, Lallie Lennon, Sadie Singer and Tilly Waye, the registered native title claimants in relation to native title determination application no. SG 6022/98 in the Federal Court of Australia, C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000

AND DAWNPARK HOLDINGS PTY LTD (ACN 091 526 948) of C/- Casey Yoon & Co, Level 5, IEC Building, 231 Adelaide Terrace Perth Western Australia 6000

AND STANDARD OIL PTY LTD (ACN 098 141 130) of C/- Casey Yoon & Co, Level 5, IEC Building, 231 Adelaide Terrace Perth Western Australia 6000

AND ANTAKIRINJA LAND MANAGEMENT (ABORIGINAL CORPORATION) C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000

together 'AA' Parties'

AND [C/- T J Wooley, Senior Lawyer, Aboriginal Legal Rights Movement Inc, 4th floor, 345 King William Street Adelaide South Australia 5000]

('New Corporation')

Background

- A. The AA Parties are parties to a native title mining agreement for petroleum made with the State of South Australia dated [] 2003 an obligation of which is that the AA parties will enter into an Ancillary Agreement ('AA') as defined by the native title mining agreement. The AA sets out the contractual rights and obligations of the parties.
- B. Clause 24.2 of the AA provides that in the event the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) incorporates itself or its management committee pursuant to either the Associations Incorporation Act 1985 (South Australia) or the Aboriginal Councils and Associations Act 1976 (Commonwealth) the parties to the AA agree to admit such body corporate as a party to the AA by all the parties to the AA and the body corporate executing this deed.
- C. Under clause 24.2 of the AA New Corporation is to be bound by the terms of the AA.
- D. By this Deed the AA Parties agree to admit New Corporation as a party to the AA for the purposes set out in the AA.
- E. New Corporation is to assume certain of the obligations of the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) towards the AA Parties and is to be bound by the terms and conditions of the AA to the extent set out in this Deed.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

- (a) In this Deed (including the Recitals) unless the context otherwise requires, expressions defined in the AA used in this Deed shall have the meanings as defined in the AA.
- (b) 'Assumed Obligations' means like obligations to those appearing in the AA in relation to ALMAC as the incorporated management corporation of the Antakirinja People, the intention being that like obligations will by this deed be assumed by New Corporation as the incorporated management corporation of, and for, the Yankunytjatjara Antakirinja People.

1.2 Interpretation

In this Deed unless the context otherwise requires:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders;
- (b) a reference to any legislation or statutory instrument is construed in accordance with the relevant Acts Interpretation Act;
- (c) other grammatical forms of defined words or phrases have corresponding meanings;
- (d) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Deed and a reference to this Deed includes any schedules and annexures;
- (e) where a party comprises two or more persons an agreement or obligation binding that party binds those persons jointly and severally;
- (f) terms defined in the Corporations Act as at the date of this Deed have the meanings given to them in the Corporations Act at that date;
- (g) a reference to a party to this Deed or any other document or agreement includes its successors and permitted assigns;
- (h) a reference to a document or agreement, including this Deed, includes a reference to that document or agreement as novated, altered or replaced from time to time;

- (i) a reference to writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words, figures or symbols in a permanent and visible form;
- (j) a reference to a specific time for the performance of an obligation is a reference to that time in the State, Territory or other place where that obligation is to be performed.

In this Deed headings are used for reference purposes only.

2. Adoption Covenant

- (a) With effect on and from the date the last Party signs this Deed the AA Parties admit New Corporation as a party to the AA.
- (b) New Corporation covenants with the AA Parties, with effect on and from the date the last Party signs this Deed, to adopt and be bound by all the terms, conditions, restrictions, covenants and obligations contained in the AA to the extent that such terms, conditions, restrictions, covenants and obligations relate to the Assumed Obligations.
- (c) Each of the AA Parties covenants with New Corporation and with each other to carry out and give full effect to the AA.
- (d) Nothing in Clause 2.1 will affect:
 - (i) the obligations of the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) to comply with terms of the AA prior to the date the last Party signs this Deed; or
 - (ii) any obligations and liabilities of the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group), which have accrued and remain unsatisfied on the date the last Party signs this Deed,

which will continue to bind the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) until satisfied.

- (e) The second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) will indemnify and keep indemnified New Corporation against any liability New Corporation suffers or incurs due to the second mentioned Native Title Claim group failing to satisfy an obligation or liability referred to in Clause 2(d).

3. Notices and other Parties in future

The second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group) agrees to appoint New Corporation for the purposes of receiving and giving notices under the AA for and on behalf of the second mentioned Native Title Claim group (the Yankunytjatjara Antakirinja People which includes the registered native title claimants for that group), and to execute and deliver all such acts, instruments and things as are necessary or desirable to effect that appointment.

4. New Corporation Address

The address of New Corporation for the purpose of the AA shall, until a new address is substituted, be as follows:

Telephone: (08)

Facsimile: (08)

5. Further Assurances

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

6. Costs

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

7. Severability

- (a) Any provision of this Deed will be read down to the extent necessary to prevent that provision or this Deed being invalid, voidable or unenforceable in the circumstances.
- (b) If, notwithstanding Clause 7(a), a provision of this Deed is still invalid or voidable:
 - (i) if the provision would not be invalid or voidable if a word or words were omitted, that word or those words will be deleted; and
 - (ii) in any other case, the whole provision will be deleted,

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

8. Inurement

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

9. Governing Law And Jurisdiction

- (a) This Deed is governed by the laws of the State of South Australia.
- (b) Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of South Australia and Courts entitled to hear appeals from those Courts.

10. Counterparts

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

Signing page

EXECUTED as a deed.

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

.....)
The Honourable Paul Holloway)
Minister for Mineral Resources)
Development)

.....)
Witness)

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

SIGNED SEALED AND DELIVERED for)
 and on behalf of each member of the Native)
 Title Party by the said **WILLIAM HERBERT**)
LENNON Snr in the presence of)

.....)

Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
WILLIAM HERBERT LENNON Snr

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

.....)

Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
JEAN WOOD

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

.....)

Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
IAN CROMBIE

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

.....)

Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
KEITH SMITH Snr

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

.....
 Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
DAVID BROWN

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

.....
 Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
HERBERT JOSEPH LENNON

THE COMMON SEAL of the)
 ANTAKIRINJA LAND MANAGEMENT)
 (ABORIGINAL CORPORATION) was)
 affixed hereto in accordance with its)
 Constitution in the presence of:)

Common Seal

.....

(_____ – Member)

(print name)

.....

(_____ – Member)

(print name)

.....

(_____ - Member)

(print name)

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

.....)
 Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
JOHNNY CULLINAN

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

.....)
 Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
PADDY JONES

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

.....)

Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
JEAN WOOD

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

.....)

Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
LALLIE LENNON

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

.....)

Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
SADIE SINGER

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

.....)

Witness)

Name Michael Steele)
 Address Level 12, 26 Flinders Street)
 Adelaide SA 5000)
 Occupation Solicitor)

.....
TILLY WAYE

THE COMMON SEAL of DAWNPAK)
HOLDINGS PTY LTD is fixed to this)
 document in accordance with its)
 Constitution in the presence of)

_____))
 Signature of director)
 _____))
 _____))
 _____))
 Name of director (print))

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

_____))
 Name of director/company secretary (print)

THE COMMON SEAL of STANDARD)
OIL PTY LTD is fixed to this document in)
 accordance with its Constitution in the)
 presence of)

_____))
 Signature of director)
 _____))
 _____))
 _____))
 Name of director (print))

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

_____))
 Name of director/company secretary (print)

THE COMMON SEAL of [New Corporation])
 was affixed hereto in accordance with its)
 Constitution in the presence of:)

.....)

(_____ – **Member**))
 (print name))

Common Seal

.....)

(_____ – **Member**))
 (print name))

.....)

(_____ - **Member**))
 (print name))

Petroleum Act 2000

PETROLEUM EXPLORATION LICENCE PEL 139

I, BARRY ALAN GOLDSTEIN, Director Petroleum, Minerals Petroleum and Energy, 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:

Standard Oil Pty Ltd
ACN 098 141 130
Dawnpark Holdings Pty Ltd
ACN 091 526 948

(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 *12 April 2012*~~2009~~ and carrying the right to two further renewals subject to the provisions of the *Petroleum Act 2000*.

DESCRIPTION OF AREA

SAG 13.4.07

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

CONDITIONS

1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to two exploratory operations are 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
Three	Data review
Four & Five	Drill one well, or 200 km seismic

2. In the event that the Licensee during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.
3. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of \$50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security").
 - 3.1 The Security shall be lodged in the form of either;
 - (a) cash; or
 - (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,
 - 3.2 Interest will not be payable by the Minister to the Licensee on any cash Security.
 - 3.3 All charges incurred by the Licensee in obtaining and maintaining the Security shall be met by the Licensee.
 - 3.4 If upon expiry, this Licence is not renewed and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensee.
4. The Licensee must:
 - (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
5. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.
6. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 9 December 2003 between the Licensee, the Minister and the Antakirinja and Yankunytjatjara/Antakirinja People native title claimants, entered into for the purposes of Section 31 of the *Native Title Act 1993*.

7. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the *Petroleum 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:

13/April

2007
~~2004~~

B07 13.4.07

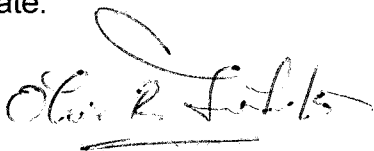


BARRY A. GOLDSTEIN
Director Petroleum
Minerals and Energy Division
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources
Development

Signed by the said LICENSEE

Date:

2004



Authorised Representative

Okie R. Lukitha

Name

DIRECTOR

Position

STANDARD OIL PTY LTD

Company



Authorised Representative

Rudy S.K. Phoa

Name

Director

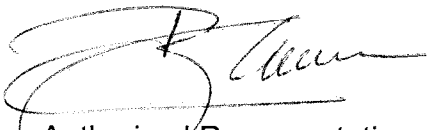
Position

Dawnpark Holdings Pty Ltd

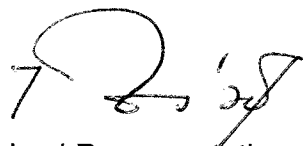
Company

Date:

2004



Authorised Representative



Authorised Representative

RYANITO HUSODO
Name

MOHAMMAD AS'AD
Name

DIRECTOR
Position

DIRECTOR
Position

STANDARD OIL PTY LTD
Company

DAUNPARK HOLDINGS PTY LTD
Company

PETROLEUM EXPLORATION LICENCE

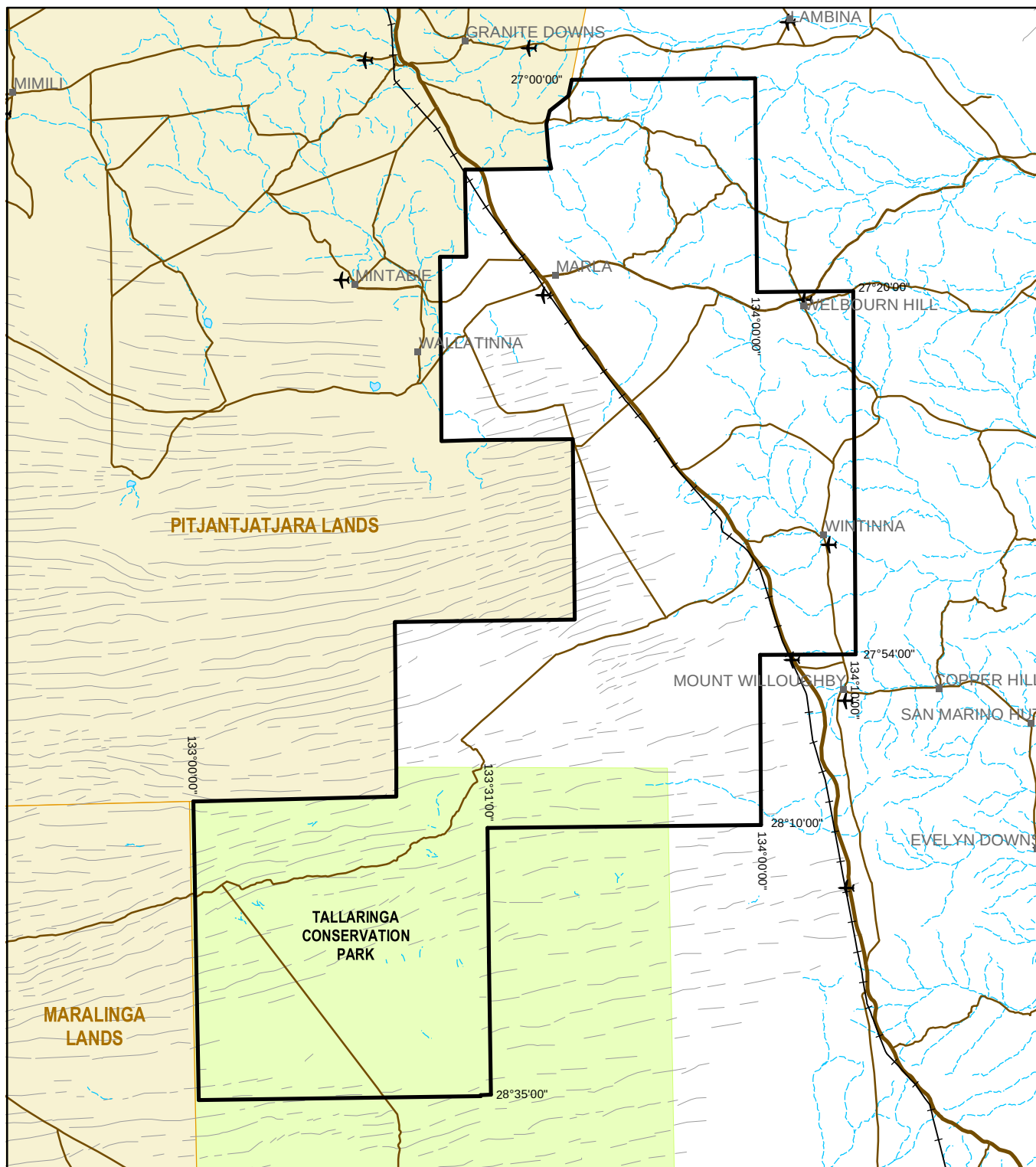
PEL 139

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of longitude 134°00'00"E GDA94 and latitude 27°00'00"S GDA94, thence south to latitude 27°20'00"S GDA94, east to longitude 134°10'00"E AGD66, south to latitude 27°54'00"S GDA94, west to longitude 134°00'00"E GDA94, south to latitude 28°10'00"S AGD66, west to longitude 133°31'00"E AGD66, south to latitude 28°35'00"S AGD66, west to longitude 133°30'00"E GDA94, south to latitude 28°35'00"S GDA94, west to longitude 133°00'00"E AGD66, north to the southern boundary of the Pitjantjatjara Lands, thence generally northerly and easterly along the boundary of the said Lands to latitude 27°00'00"S GDA94 and east to point of commencement.

AREA: **9861** square kilometres approximately.



SCALE 1:1 000 000



Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Geocentric Datum of Australia (GDA94), the Australian Geodetic Datum (AGD66) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 139