

**INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM
EXPLORATION LICENCE PEL 124**

- | | | |
|-----|----------------|---|
| 1. | 3 October 2006 | Grant of Licence

Interests: SAPEX Limited

Expiry Date: 2 October 2011 |
| 2. | 3 October 2006 | Memorandum entering PEL 124 on the public register. |
| 3. | 3 October 2006 | Memorandum entering Deed pursuant to <i>Native Title Act 1993</i> on the public register. |
| 4. | 3 October 2006 | Deed pursuant to Section 31 of the <i>Native Title Act 1993</i> dated 3 October 2006 between SAPEX Limited, the Minister for Mineral Resources Development and the Antakirinja Matu-Yankunytjatjara Native Title Claim Group. |
| 5. | 5 October 2006 | Gazettal of Grant of Licence |
| 6. | 30 April 2008 | Notation of receipt of security. |
| 7. | 12 June 2008 | Notation of registrable dealing as evidenced by Memorandum of Understanding dated 26 March 2008 between SAPEX Limited and Eastern Star Gas Limited is hereby entered on the public register.
Ref: SA 2008-13 |
| 9. | 6 March 2009 | Memorandum entering variation of licence conditions on the public register. |
| 10. | 6 March 2009 | Variation of licence conditions. |
| 11. | 9 July 2009 | Suspension of licence for the period from and including 10 June 2009 to 9 June 2010.

The expiry date of PEL 124 is now 1 October 2012. |
| 12. | 9 July 2009 | Memorandum entering suspension of licence on the public register. |
| 13. | 16 July 2009 | Gazettal of suspension of licence. |
| 14. | 11 June 2010 | Suspension of licence for the period from and including 10 June 2010 to 9 June 2011.

The expiry date of PEL 124 is now 1 October 2013. |
| 15. | 11 June 2010 | Memorandum entering suspension of licence on the public register. |

16. 17 June 2010 Gazettal of suspension of licence.
17. 24 May 2011 Suspension of licence for the period from and including 10 June 2011 to 9 June 2012.
- The expiry date of PEL 124 is now 2 October 2014.
18. 24 May 2011 Memorandum entering suspension of licence on the public register.
19. 26 May 2011 Gazettal of suspension of licence.
20. 29 August 2012 Memorandum entering variation of licence conditions on the public register.
21. 29 August 2012 Variation of licence conditions.
22. 18 September 2012 Memorandum entering variation of licence conditions on the public register.
23. 18 September 2012 Variation of licence conditions.
24. 24 October 2012 Notation of registrable dealing as evidenced by Linc Energy Line of Credit - General Security Agreement dated 13 September 2012 between Linc Carbon Solutions Pty Ltd, Linc Energy Ltd, Linc Energy Operations Pty Ltd, Linc Energy Property Pty Ltd, New Emerald Coal Pty Ltd, New Emerald Coal Operations Pty Ltd, New Pentland Coal Pty Ltd and Sapex Limited is hereby entered on the public register.
Ref: SA 2012-53
25. 7 May 2013 Memorandum entering notation of the following registrable dealing on the public register.
- Letter Agreement dated 10 April 2013 between SAPEX Limited and FCCD (Australia) Nominee Pty Ltd.
Ref: SA 2013-16
26. 28 May 2013 Suspension of the year 4 work commitments under licence condition 1 for the period from and including 3 October 2013 to 2 October 2014.
- The expiry date of PEL 124 will remain 2 October 2014.
27. 28 May 2013 Memorandum entering suspension of licence condition 1 on the public register.
28. 9 April 2014 Suspension of licence for the period from and including 28 March 2014 to 27 March 2015.
- PEL 124 is now due to expire on 2 October 2015.

29. 9 April 2014 Memorandum entering suspension of licence on the public register.
30. 9 April 2014 Variation of licence conditions.
31. 9 April 2014 Memorandum entering variation of licence conditions on the public register.
32. 17 April 2014 Gazettal of suspension of licence.
33. 14 August 2015 Variation of licence conditions.
34. 14 August 2015 Memorandum entering variation of licence conditions on the public register.
35. 2 September 2015 Renewal of licence with effect from 3 October 2015.

PEL 124 is now due to expire on 2 October 2020.

Interests in the licence:

SAPEX Limited	100%
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36. 2 September 2015 Memorandum entering renewal of licence effective 3 October 2015 on the public register.
37. 12 October 2015 Suspension of licence for the period from and including 12 October 2015 to 11 October 2016.

PEL 124 is now due to expire on 3 October 2021.
38. 12 October 2015 Memorandum entering suspension of licence on the public register.
39. 15 October 2015 Gazettal of suspension of licence.
40. 10 June 2016 Suspension of licence from and including 12 October 2016 to 11 April 2017.

Expiry date of PEL 124 is now 5 April 2022.
41. 10 June 2016 Memorandum entering suspension of licence on the public register.
42. 23 June 2016 Gazettal of suspension of licence.
43. 4 July 2016 Suspension of licence from and including 12 October 2016 to 13 April 2017.

Expiry date of PEL 124 remains 5 April 2022.
44. 4 July 2016 Memorandum entering suspension of licence on the public register.

45. 7 July 2016 Gazettal of suspension of licence.
46. 24 November 2016 Suspension of licence from and including 14 April 2017 to 13 October 2017.

Expiry date of PEL 124 is now 5 October 2022.
47. 24 November 2016 Memorandum entering suspension of licence on the public register.
48. 1 December 2016 Gazettal of suspension of licence.
49. 6 July 2017 Suspension of licence from and including 14 October 2017 to 13 January 2018.

Expiry date of PEL 124 remains 5 January 2023.
50. 6 July 2017 Memorandum entering suspension of licence on the public register.
51. 11 July 2017 Gazettal of suspension of licence.
52. 1 August 2017 Memorandum entering notation of revision to security arrangements on the public register.
53. 5 December 2017 Memorandum entering notation of change to a proprietary company on the public register.
54. 5 December 2017 Certificate of Registration on Conversion to a Proprietary Company dated 8 September 2017.

From: SAPEX Limited
To: SAPEX Pty Limited
55. 4 January 2018 Suspension of licence from and including 14 January 2018 to 15 April 2018.

Expiry date of PEL 124 is now 7 April 2023.
56. 4 January 2018 Memorandum entering suspension of licence on the public register.
57. 9 January 2018 Gazettal of suspension of licence.
58. 3 May 2018 Suspension of licence from and including 16 April 2018 to 15 July 2018.

Expiry date of PEL 124 is now 7 July 2023.
59. 3 May 2018 Memorandum entering suspension of licence on the public register.
60. 10 May 2018 Gazettal of suspension of licence.

61. 27 September 2018 Suspension of licence from and including 16 July 2018 to 15 January 2019.
Expiry date of PEL 124 is now 7 January 2024.
62. 27 September 2018 Memorandum entering suspension of licence on the public register.
63. 4 October 2018 Gazettal of suspension of licence.
64. 20 February 2019 Suspension of licence from 16 January 2019 to 15 July 2019 inclusive.
Expiry date of PEL 124 is now 6 July 2024.
65. 20 February 2019 Memorandum entering suspension of licence on the public register.
66. 28 February 2019 Gazettal of suspension of licence.
67. 26 July 2019 Suspension of licence from 16 July 2019 to 15 July 2020 inclusive.
68. 26 July 2019 Memorandum entering suspension of licence on the public register.
69. 1 August 2019 Gazettal of suspension of licence.
70. 19 May 2020 Suspension of licence for the period from and including 16 July 2020 to 15 July 2021.
PEL 124 is now due to expire on 7 July 2026.
71. 19 May 2020 Memorandum entering suspension of licence on the public register.
72. 28 May 2020 Gazettal of suspension of licence.

Dated: 28 May 2020

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

NOTE 1: The effect of this notice is that:

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licences

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

Gas Storage Exploration Licences

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

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

PELs 117, 118, 119, 120, 121, 122, 160, 288, 289, 290 and 331 for the period from 5 June 2020 to 4 June 2021 inclusive;

PEL 123 for the period from 21 July 2020 to 20 July 2021 inclusive;

PEL 124 for the period from 16 July 2020 to 15 July 2021 inclusive; and

GSELs 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from 18 July 2020 to 17 July 2021 inclusive.

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

Dated: 19 May 2020

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licences PELs 143, 499 and 500

Gas Storage Exploration Licences GSELs 584, 585, 586 and 587

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

PEL 143 for the period from 16 February 2020 to 15 February 2021 inclusive.

GSELs 584, 585, 586 and 587 for the period from 15 February 2020 to 14 February 2021 inclusive.

PEL 499 for the period from 15 February 2020 to 14 February 2021 inclusive.

PEL 500 for the period from 1 April 2020 to 31 March 2021 inclusive.

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

Dated: 21 May 2020

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Retention Licences

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

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

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

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

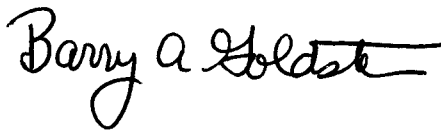
PETROLEUM EXPLORATION LICENCES

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

GAS STORAGE EXPLORATION LICENCES

**GSELS 612, 613, 614, 615, 616, 617,
618, 619, 620, 621, 622, 623, 624 and 625**

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



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

Date: 19 May 2020

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

Petroleum and Geothermal Energy Act 2000
S.90

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

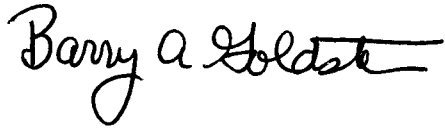
**GAS STORAGE EXPLORATION LICENCES
GSELS 612, 613, 614, 615, 616, 617,
618, 619, 620, 621, 622, 623, 624 and 625**

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

- a) Suspend petroleum exploration licences (PELs) 117, 118, 119, 120, 121, 122, 160, 288, 289, 290 and 331 for the period from 5 June 2020 to 4 June 2021 inclusive;
 - b) Suspend petroleum exploration licence (PEL) 123 for the period from 21 July 2020 to 20 July 2021 inclusive;
 - c) Suspend petroleum exploration licence (PEL) 124 for the period 16 July 2020 to 15 July 2021 inclusive; and
 - d) Suspend gas storage exploration licences (GSELS) 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from 18 July 2020 to 17 July 2021 inclusive.
1. No regulated activities are permitted to be carried out during this period of suspension.
 2. The expiry date of PEL 117 is now determined to be 1 January 2023.
 3. The expiry date of PELs 118 and 119 is now determined to be 1 October 2024.
 4. The expiry date of PEL 120 is now determined to be 1 January 2022.
 5. The expiry date of PELs 121 and 122 is now determined to be 1 January 2023.
 6. The expiry date of PEL 123 is now determined to be 6 July 2026.
 7. The expiry date of PEL 124 is now determined to be 7 July 2026.
 8. The expiry date of PEL 160 is now determined to be 31 August 2025.
 9. The expiry date of PELs 288, 289, 290 and 331 is now determined to be 31 May 2024.

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

Dated: 19 May 2020

A handwritten signature in black ink that reads "Barry A Goldstein". The signature is written in a cursive, flowing style with a horizontal line at the end.

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 124

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 16 July 2019 until 15 July 2020 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 124 is now determined to be 7 July 2025.

Dated: 26 July 2019

BARRY 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 123 and 124**

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



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

Date: 26 July 2019

Ref: F2013/000422
F2013/000423

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 124**

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 124 for the period from 16 July 2019 to 15 July 2020 inclusive.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 124 is now determined to be 7 July 2025.

Dated: 26 July 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 124

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 16 January 2019 until 15 July 2019 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 124 is now determined to be 6 July 2024.

Dated: 20 February 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 123 and 124

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



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

Date: 20 February 2019

Ref: F2013/000422
F2013/000423

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 124**

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 124 for the period from 16 January 2019 to 15 July 2019 inclusive.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 124 is now determined to be 6 July 2024.

Dated: 20 February 2019



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

The expiry date of PELs 121 and 122 is now determined to be 3 July 2020.

Dated: 27 September 2018

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF PETROLEUM EXPLORATION LICENCE

PEL 123

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 21 July 2018 to 20 January 2019 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 123 is now determined to be 6 January 2024.

Dated: 27 September 2018

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF PETROLEUM EXPLORATION LICENCE

PEL 124

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 16 July 2018 to 15 January 2019 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 124 is now determined to be 7 January 2024.

Dated: 27 September 2018

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

TOBACCO PRODUCTS REGULATION ACT 1997

NOTICE BY THE MINISTER

Declaration that Smoking is banned in certain Public Areas under Section 51

TAKE NOTICE that I Hon Stephen Wade MLC, Minister for Health and Wellbeing, pursuant to section 51 of the *Tobacco Products Regulation Act 1997*, do hereby declare that smoking is banned from 6.00am to 6.00pm on Friday 12 October 2018 within the public areas of Light Square, Adelaide set aside for the purpose of the Festival of Now event, being the area identified in the following map as the area known as the 2018 Festival of Now smoke-free site.

Dated: 29 September 2018

STEPHEN WADE
Minister for Health and Wellbeing

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

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



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

Date: 27 September 2018

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

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 124**

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

(a) suspend petroleum exploration licence PEL 124 for the period from 16 July 2018 to 15 January 2019 inclusive.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 124 is now determined to be 7 January 2024.

Dated: 27 September 2018



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF PETROLEUM EXPLORATION LICENCES

PELs 123 and 124

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period from 16 April 2018 to 15 July 2018 inclusive, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 123 is now determined to be 6 July 2023.

The expiry date of PEL 124 is now determined to be 7 July 2023.

Dated: 3 May 2018

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

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



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

Date: 3 May 2018

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

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 123 and 124**

I, NICK PANAGOPOULOS, Acting Executive Director Energy Resources Division, Department of the Premier and Cabinet, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of the Minister for Energy and Mining (Minister), pursuant to delegated powers dated 31 March 2017 hereby -

(a) suspend petroleum exploration licences PELs 123 and 124 for the period from 16 April 2018 to 15 July 2018 inclusive.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 123 is now determined to be 6 July 2023.
3. The expiry date of PEL 124 is now determined to be 7 July 2023.

Dated: 3 May 2018



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF PETROLEUM EXPLORATION LICENCES

PELs 123 and 124

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

The expiry date of PEL 123 is now determined to be 6 April 2023.

The expiry date of PEL 124 is now determined to be 7 April 2023.

Dated: 4 January 2018

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

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



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

Date: 4 January 2018

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

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 123 and 124**

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

(a) suspend petroleum exploration licences PELs 123 and 124 for the period from and including 14 January 2018 to 15 April 2018.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 123 is now determined to be 6 April 2023.
3. The expiry date of PEL 124 is now determined to be 7 April 2023.

Dated: 4 January 2018



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

HLB MANN JUDD
BRIAN JUDD
GPO BOX 5225
BRISBANE QLD 4001

Remove this top section if desired before framing

Certificate of Registration on Conversion to a Proprietary Company



ASIC

Australian Securities & Investments Commission

This is to certify that

SAPEX LIMITED

Australian Company Number 093 661 164

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

The name of the company is now

SAPEX PTY LIMITED

Australian Company Number 093 661 164

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

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

Greg Medcraft
Chairman

CERTIFICATE

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

1. Notation of conversion to a proprietary company:

From: SAPEX Limited
To: SAPEX Pty Limited

is hereby entered on the public registers.



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

Date: 5 December 2017

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

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



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

Date: 1 August 2017

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—
PELs 123 and 124*

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 14 October 2017 to 13 January 2018, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 123 is now determined to be 4 January 2023.

The expiry date of PEL 124 is now determined to be 5 January 2023.

Dated 6 July 2017.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

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



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

Date: 6 July 2017

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

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 123 and 124**

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

- (a) suspend petroleum exploration licences PELs 123 and 124 for the period from and including 14 October 2017 to 13 January 2018.
- 1. No regulated activities are permitted to be carried out during this period of suspension.
- 2. The expiry date of PEL 123 is now determined to be 4 January 2023.
- 3. The expiry date of PEL 124 is now determined to be 5 January 2023.

Dated: 6 July 2017



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—
PELs 123 and 124*

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 14 April 2017 to 13 October 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 123 is now determined to be 4 October 2022.

The expiry date of PEL 124 is now determined to be 5 October 2022.

Dated 24 November 2016.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

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



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

Date: 24 November 2016

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

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 123 and 124**

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

(a) suspend petroleum exploration licences PELs 123 and 124 for the period from and including 14 April 2017 to 13 October 2017.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 123 is now determined to be 4 October 2022.
3. The expiry date of PEL 124 is now determined to be 5 October 2022.

Dated: 24 November 2016



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

CORRIGENDUM

The following notice replaces that published on Page 2102, *Government Gazette* No. 36, dated 16 June 2016:

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—
PELs 123 and 124*

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 12 October 2016 until 13 April 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 123 is now determined to be 4 April 2022.

The expiry date of PEL 124 is now determined to be 5 April 2022.

Dated 4 July 2016.

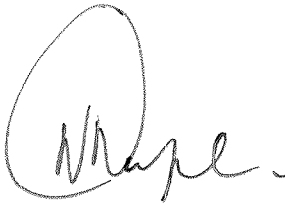
N. PANAGOPOULOS, Acting Executive Director,
Energy Resources Division,
Department of State Development,
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 123 and 124

1. Correction to the suspension of these licences is hereby entered on the public licence registers.

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

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

Date: 4 July 2016

Ref: F2013/000422
F2013/000423

Petroleum and Geothermal Energy Act 2000
S.90

**AMENDMENT TO PERIOD OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 123 and 124**

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 amend the suspension of petroleum exploration licences PELs 123 and 124 dated 10 June 2016, such that the period of suspension is now 12 October 2016 to 13 April 2017 inclusive.

1. The expiry date of PEL 123 remains as 4 April 2022.
2. The expiry date of PEL 124 remains as 5 April 2022.

Dated: 4 July 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 Licences—
PELs 123 and 124*

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 12 October 2016 until 11 April 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 123 is now determined to be 4 April 2022.

The expiry date of PEL 124 is now determined to be 5 April 2022.

Dated 10 June 2016.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

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



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

Date: 10 June 2016

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

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 123 and 124**

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

(a) suspend petroleum exploration licences PELs 123 and 124 for the period from and including 12 October 2016 to 11 April 2017.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 123 is now determined to be 4 April 2022.
3. The expiry date of PEL 124 is now determined to be 5 April 2022.

Dated: 10 June 2016



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—
PELs 123 and 124*

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licences have been suspended for the period from and including 12 October 2015 until 11 October 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 123 is now determined to be 2 October 2021 and the expiry date for PEL 124 is now determined to be 3 October 2021.

Dated 12 October 2015.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 123 and 124

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



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

Date: 12 October 2015

Ref: F2013/000422
F2013/000423

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCES
PELs 123 and 124**

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

(a) suspend petroleum exploration licences PELs 123 and 124 for the period from and including 12 October 2015 to 11 October 2016.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 123 is now determined to be 2 October 2021.
3. The expiry date of PEL 124 is now determined to be 3 October 2021.

Dated: 12 October 2015



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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 124

1. Renewal of this licence effective from 3 October 2015 is hereby entered on the public register.
2. Interests in the licence are:

SAPEX Limited	100%
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BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 2 September 2015

File: F2013/000423

Petroleum and Geothermal Energy Act 2000

FIRST RENEWAL OF PETROLEUM EXPLORATION LICENCE

PEL 124

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 GRANT to:

SAPEX Limited
ACN 093 661 164

(hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, to have effect from 3 October 2015 and to expire on 2 October 2020 and carrying the right to one further renewal term, subject to the provisions of the *Petroleum and Geothermal Energy Act 2000*.

DESCRIPTION OF AREA

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

CONDITIONS

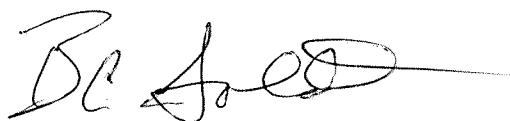
1. During the term of the licence, the Licensee shall carry out or cause to be carried out, exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to four exploratory operations are guaranteed and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

Year of Term of Licence	Minimum Work Requirements
One	• Geological and Geophysical Studies
Two	• Geological and Geophysical Studies
Three	• 125km seismic acquisition
Four	• Geological and Geophysical Studies
Five	• Drill one well

2. In the event that the Licensee during any year of the term of this licence 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. All regulated activities authorised by this Licence are classified as requiring high level official surveillance, unless the Licensee satisfies the Minister that, in view of the Licensee's demonstrated competence to comply with the requirements of the Act and the conditions of this Licence, the activities should be classified as requiring low level official surveillance.
 - 3.1 The Minister's prior written approval is required for activities requiring high level official surveillance in accordance with Regulation 19 of the Regulations to the Act.
4. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of \$50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security"). The Security shall be lodged in the form of either;
 - (a) cash; or
 - (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,
 - 4.1 Interest will not be payable by the Minister to the Licensee on any cash Security.
 - 4.2 All charges incurred by the Licensee in obtaining and maintaining the Security, shall be met by the Licensee.
 - 4.3 If upon expiry, this Licence is not renewed and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensee.
5. 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).
6. 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, or the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.

7. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the *Petroleum and Geothermal Energy Act 2000*, that the report also includes an assessment of the potential economic consequences for other licensees under the *Petroleum and Geothermal Energy 2000* or *Mining Act 1971* and owners of land, arising out of proposed regulated activities to be carried out in the licence area.
8. A contract or agreement entered into by the licensee to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the *Petroleum Act 1940* or the *Petroleum and Geothermal Energy Act 2000* cannot transfer, limit or exclude liability under the *Petroleum and Geothermal Energy Act 2000* unless written consent of the Minister is obtained.
9. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 8 of the Deed dated 3 October 2006 between the Minister, the Licensee, the Antakirinja Matu-Yankunytjatjara Native Title Claim Group and the Antakirinja Land Management Aboriginal Corporation entered into for the purposes of Section 31 of the Native Title Act 1993.

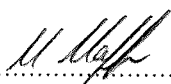
Date:..... 2 September 2015

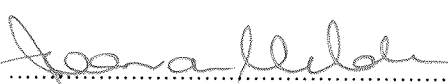


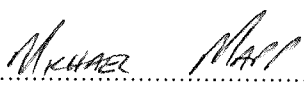
.....
BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

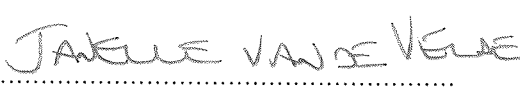
EXECUTED BY THE LICENSEE:

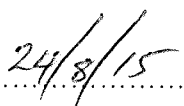
EXECUTED by SAPEX Limited (ACN 093 661 164)
in accordance with Section 127 of the
Corporations Act 2001


.....
Signature of Director


.....
Signature of Director/Secretary*


.....
[Print Name of Director]


.....
[Print Name of Director/Secretary*]
(*delete the inapplicable)


.....
Date

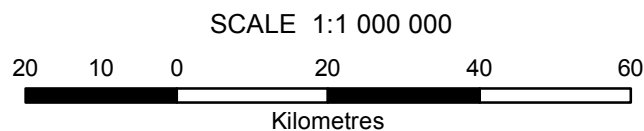
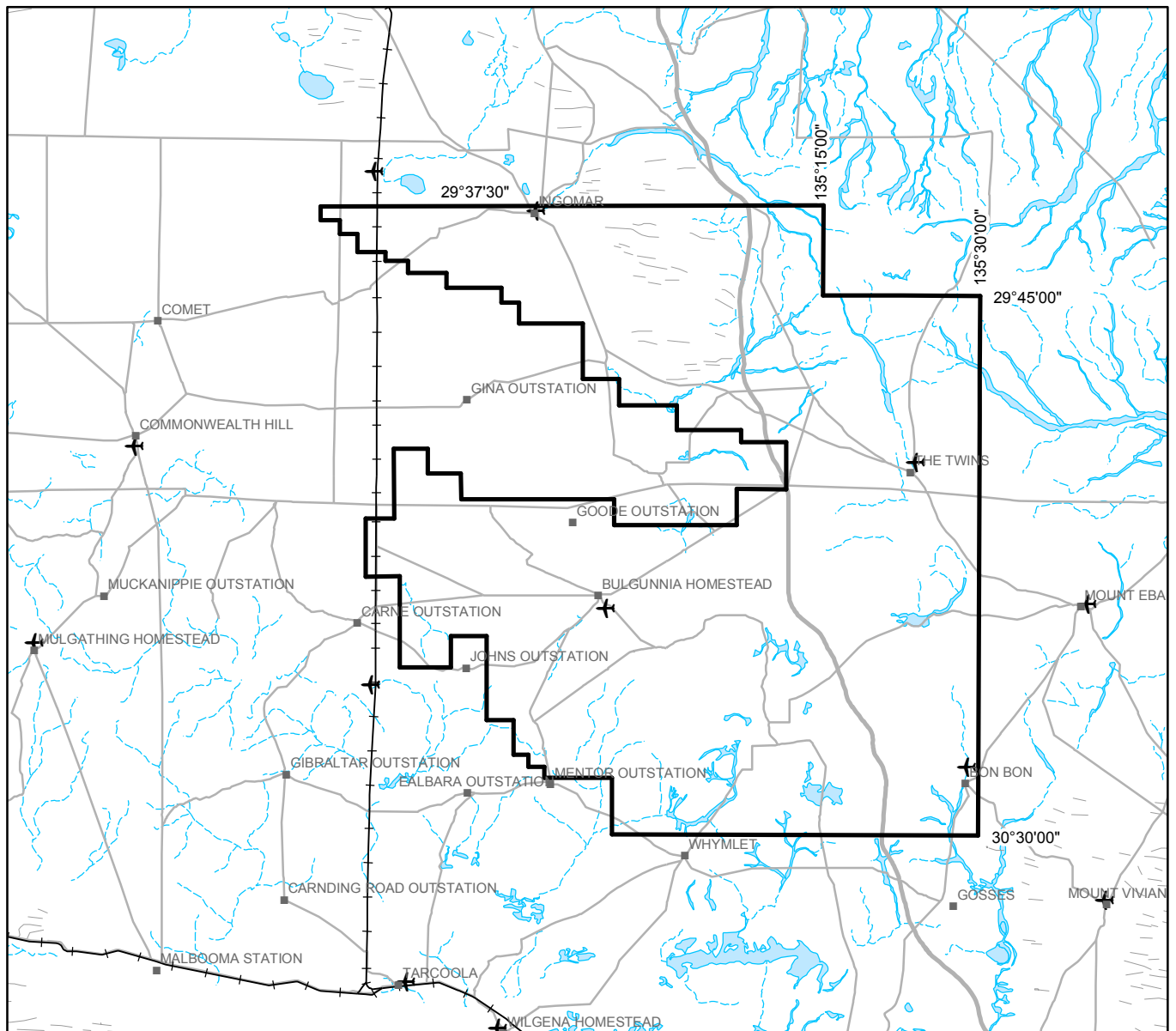
THE SCHEDULE
PETROLEUM EXPLORATION LICENCE
PEL 124

Description of Area

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

Commencing at a point being the intersection of latitude 29°37'30"S GDA94 and longitude 134°27'00"E GDA94, thence east to longitude 135°15'00"E GDA94, south to latitude 29°45'00"S GDA94, east to longitude 135°30'00"E GDA94, south to latitude 30°30'00"S GDA94, west to longitude 134°54'45"E GDA94, north to latitude 30°25'15"S GDA94, west to longitude 134°48'15"E GDA94, north to latitude 30°24'20"S GDA94, west to longitude 134°46'45"E GDA94, north to latitude 30°23'20"S GDA94, west to longitude 134°45'20"E GDA94, north to latitude 30°20'25"S GDA94, west to longitude 134°42'45"E GDA94, north to latitude 30°13'25"S GDA94, west to longitude 134°39'20"E GDA94, south to latitude 30°16'00"S GDA94, west to longitude 134°34'25"E GDA94, north to latitude 30°08'25"S GDA94, west to longitude 134°31'10"E GDA94, north to latitude 30°03'35"S GDA94, east to longitude 134°33'55"E GDA94, north to latitude 29°57'45"S GDA94, east to longitude 134°37'10"E GDA94, south to latitude 29°59'50"S GDA94, east to longitude 134°40'20"E GDA94, south to latitude 30°02'00"S GDA94, east to longitude 134°55'00"E GDA94, south to latitude 30°04'10"S GDA94, east to longitude 135°06'45"E GDA94, north to latitude 30°01'10"S GDA94, east to longitude 135°11'30"E GDA94, north to latitude 29°57'15"S GDA94, west to longitude 135°07'10"E GDA94, north to latitude 29°56'15"S GDA94, west to longitude 135°01'00"E GDA94, north to latitude 29°54'10"S GDA94, west to longitude 134°55'30"E GDA94, north to latitude 29°52'00"S GDA94, west to longitude 134°52'00"E GDA94, north to latitude 29°47'20"S GDA94, west to longitude 134°45'55"E GDA94, north to latitude 29°45'35"S GDA94, west to longitude 134°44'15"E GDA94, north to latitude 29°44'20"S GDA94, west to longitude 134°39'00"E GDA94, north to latitude 29°43'05"S GDA94, west to longitude 134°35'20"E GDA94, north to latitude 29°42'05"S GDA94, west to longitude 134°33'10"E GDA94, north to latitude 29°41'20"S GDA94, west to longitude 134°30'30"E GDA94, north to latitude 29°39'50"S GDA94, west to longitude 134°28'50"E GDA94, north to latitude 29°38'40"S GDA94, west to longitude 134°27'00"E GDA94, and north to the point of commencement.

AREA: **6562.95** square kilometres approximately.



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

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 124



Government of South Australia
Department of State Development

SR 27/2/381

AREA: 6562.95 sq km (approx)

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 123 and 124

1. Variation of licence conditions 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
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy

Date: 14 August 2015

Ref: 27/2/422
F2013/000423

Petroleum and Geothermal Energy Act 2000
S25(4)

**VARIATION OF
PETROLEUM EXPLORATION LICENCES
PELs 123 and 124**

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 vary the conditions of the above-mentioned licences, held by -

SAPEX Limited
ACN 093 661 164

PEL 123

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Geological and geophysical studies.
Two	• Geological and geophysical studies; and • Seismic acquisition.
Three	• Drill one well
Four	• Geological and geophysical studies.
Five	• Geological and geophysical studies.

”

PEL 124

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

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

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

”

Dated: 14 August 2015



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 124

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 28 March 2014 until 27 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 124 is now determined to be 2 October 2015.

Dated 9 April 2014.

J. S. ZABROWARNY,
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 124, 568 and 569

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



J. S. ZABROWARNY
A/Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 9 April 2014

Ref: F2011/000209
F2011/000210
F2013/000423

Petroleum and Geothermal Energy Act 2000
S.90

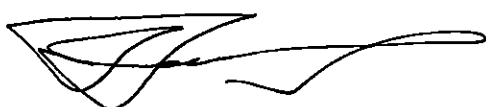
**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 124**

I, JOE ZABROWARNY, 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 124 for the period from and including 28 March 2014 to 27 March 2015.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of PEL 124 is now determined to be 2 October 2015.

Dated: 9 April 2014



J. S. ZABROWARNY
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
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 124

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



J. S. ZABROWARNY
A/Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Date: 9 April 2014

Ref: F2013/000423

Petroleum and Geothermal Energy Act 2000
S25(4)

**VARIATION OF
PETROLEUM EXPLORATION LICENCE
PEL 124**

I, JOE ZABROWARNY, 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 vary the conditions of the above-mentioned licence, held by -

SAPEX Limited
ACN 093 661 164

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Geological and Geophysical studies.
Two	• Geological and Geophysical studies.
Three	• Geological and Geophysical studies.
Four	• Geological and Geophysical studies.
Five	• 125 km seismic survey

Dated: 9 April 2014



J. S. ZABROWARNY
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
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 124**

1. Suspension of the year 4 work commitments under licence condition 1 of petroleum exploration licence PEL 124 is hereby entered on the public register.
2. The expiry date of PEL 124 remains unchanged at 2 October 2014.



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: 24 May 2013

Ref: F2013/000423

Petroleum and Geothermal Energy Act 2000
S.76A

**SUSPENSION OF CONDITION
PETROLEUM EXPLORATION LICENCE
PEL 124**

I, CYRIL DAVID COCKSHELL, 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 -

- (a) Suspend the year 4 work commitments under licence condition 1 of petroleum exploration licence PEL 124 for the period from and including 3 October 2013 to 2 October 2014.
- (b) The expiry date of PEL 124 continues to be 2 October 2014.

Dated: 28 May 2013



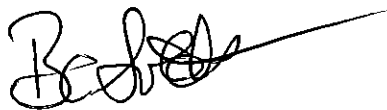
C. D. COCKSHELL
A/Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

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



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

Date: 7 May 2013

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES

**PELs 117, 118, 119, 120, 121,
122, 123, 124, 568 and 569**

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



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

Date: 24 October 2012

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

Petroleum and Geothermal Energy Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 124

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

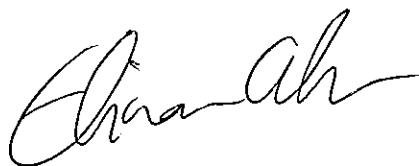
SAPEX Limited ACN 093 661 164

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Geological and geophysical studies.
Two	• Geological and geophysical studies.
Three	• Geological and geophysical studies.
Four	• Drill one well; and • Geological and Geophysical Studies.
Five	• Drill one well.

Dated: 18 September 2012



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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 124

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



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

Date: 18 September 2012

Ref: 27/2/381

Petroleum and Geothermal Energy Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 124

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

SAPEX Limited ACN 093 661 164

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Geological and geophysical studies.
Two	• Geological and geophysical studies.
Three	• Geological and geophysical studies; and • Seismic program.
Four	• Drill one well; and • Geological and Geophysical Studies.
Five	• Drill one well.

Dated: 29 August 2012



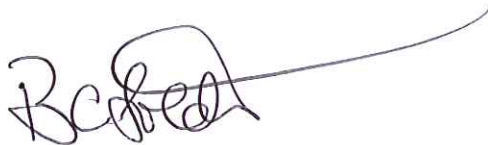
BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 124

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

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

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

Date: 29 August 2012

Ref: 27/2/381

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 124

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, from and including 10 June 2011 until 9 June 2012, pursuant to delegated powers dated 1 October 2009.

The expiry date of PEL 124 is now determined to be 2 October 2014.

Dated 24 May 2011.

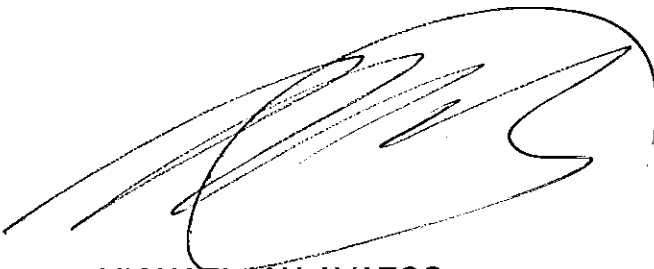
M. MALAVAZOS,
Acting Executive Director Petroleum
and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 124**

1. Suspension of licence from and including 10 June 2011 to 9 June 2012 is hereby entered on the public register.
2. The expiry date of PEL 124 is now determined to be 2 October 2014.

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end.

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

Date: 24 May 2011

Ref: 27/2/381

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 124**

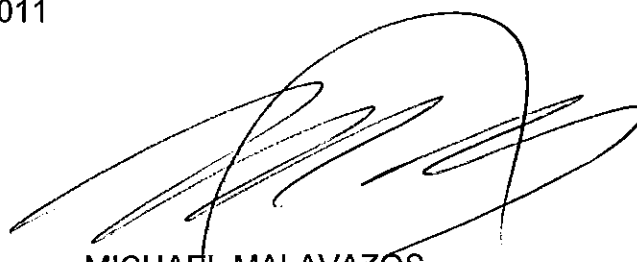
I, MICHAEL MALAVAZOS, Acting Executive Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and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

1. suspend petroleum exploration licence PEL 124 for the period from and including 10 June 2011 to 9 June 2012.

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

The expiry date of PEL 124 is now determined to be 2 October 2014.

Dated: 24 May 2011

A handwritten signature in black ink, consisting of several loops and strokes, positioned above the printed name and title of Michael Malavazos.

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 124

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, from and including 10 June 2010 until 9 June 2011, pursuant to delegated powers dated 1 October 2009.

The expiry date of PEL 124 is now determined to be 1 October 2013.

Dated 11 June 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.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 124

1. Suspension of licence from and including 10 June 2010 to 9 June 2011 is hereby entered on the public register.
2. The expiry date of PEL 124 is now determined to be 1 October 2013.



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

Date: 11 June 2010

Ref: 27/2/318

Petroleum and Geothermal Energy Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 124**

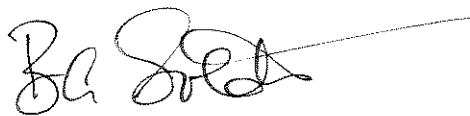
I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of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

1. suspend petroleum exploration licence PEL 124 for the period from and including 10 June 2010 to 9 June 2011.

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

The expiry date of PEL 124 is now determined to be 1 October 2013.

Dated: 11 June 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 ACT 2000

Suspension of Petroleum Exploration Licence—PEL 124

PURSUANT to section 90 of the Petroleum Act 2000, notice is hereby given that PEL 124 has been suspended under the provisions of the Petroleum Act 2000, from and including 10 June 2009 until 9 June 2010, pursuant to delegated powers dated 28 March 2002, *Gazetted* 11 April 2002, page 1573.

The expiry date of PEL 124 is now determined to be 1 October 2012.

Dated 9 July 2009.

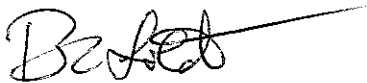
B. A. GOLDSTEIN,
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral
Resources Development

Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 124

1. Suspension of licence from and including 10 June 2009 to 9 June 2010 is hereby entered on the public register.
2. The expiry date of PEL 124 is now 1 October 2012.



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: 9 July 2009

Ref: 27/2/381

Petroleum Act 2000
S.90

**SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 124**

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Department of Primary Industries and Resources, in the State of South Australia, pursuant to the provisions of the *Petroleum 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 124 for the period from and including 10 June 2009 to 9 June 2010.
- 1. No regulated activities are permitted to be carried out during the period of the suspension.
- 2. The expiry date of PEL 124 is now 1 October 2012.

Dated: 9 July 2009



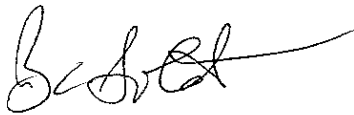
BARRY A. GOLDSTEIN
Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development

**Petroleum Act 2000
S.115**

MEMORANDUM

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

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



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

Date: 6 March 2009

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

Petroleum Act 2000

VARIATION OF PETROLEUM EXPLORATION LICENCE PEL 124

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

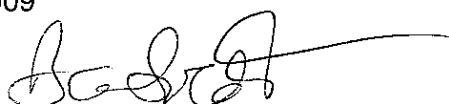
SAPEX Limited
ACN 093 661 164

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

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

Year of Term of Licence	Minimum Work Requirements
One	• Geological and Geophysical Studies.
Two	• Geological and Geophysical Studies.
Three	• Drill one well.
Four	• Drill one well; • Geological and Geophysical Studies.
Five	• Geological and Geophysical Studies.

Dated: 6 March 2009



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

Petroleum Act 2000
S.115

MEMORANDUM

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

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



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

Date: 12 June 2008

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

**Petroleum Act 2000
S.115**

MEMORANDUM

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

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



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

Date: 30 April 2008

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

PETROLEUM ACT 2000

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

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

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

Description of Area—PEL 117

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

Area: 9 515 km² approximately.

Description of Area—PEL 118

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

Area: 7 400 km² approximately.

Description of Area—PEL 119

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

Area: 9 751 km² approximately.

Description of Area—PEL 120

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

Area: 9 601 km² approximately.

Description of Area—PEL 121

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

Area: 9 806 km² approximately.

Description of Area—PEL 122

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

Area: 8 460 km² approximately.

Description of Area—PEL 123

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

Area: 9 646 km² approximately.

Description of Area—PEL 124

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

Area: 9 848 km² approximately.

Dated 3 October 2006.

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

**Petroleum Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCE
PEL 124**

1. Deed pursuant to Section 31 of the Native Title Act 1993 dated 3 October 2006 between SAPEX Limited, the Minister for Mineral Resources Development and the Antakirinja Matu-Yankunytjatjara Native Title Claim Group 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: 3 October 2006

Ref: 27/2/381

DEED

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

McDonald Steed McGrath - Lawyers

**THE HONOURABLE PAUL HOLLOWAY,
MINISTER FOR MINERAL RESOURCE DEVELOPMENT**

SAPEX LTD

**ANTAKIRINJA MATU-YANKUNYTJATJARA
NATIVE TITLE CLAIM GROUP**

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

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

McDonald Steed McGrath
Lawyers
PO Box 3216
RUNDLE MALL SA 5000

Telephone: 8223 5088
Facsimile: 8223 5290

E-mail: mail@mcdonaldsteed.com.au

DEED

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

McDonald Steed McGrath - Lawyers

Date	3 RD OCTOBER 2006
Parties	
1	HONOURABLE PAUL HOLLOWAY MINISTER FOR MINERAL RESOURCES DEVELOPMENT of Level 17, Grenfell Centre 25 Grenfell Street Adelaide South Australia 5000 for and on behalf of the State of South Australia, (the "State")
2	SAPEX LTD (ACN 093 661 164) of Suite 206, 1 Katherine Street Chatswood New South Wales 2067 ("Company")
3	WILLIAM HERBERT LENNON SNR, IAN CROMBIE, KEITH SMITH SNR, DAVID BROWN, HERBERT JOSEPH LENNON and JEAN WOOD as the named applicants in respect of the Claim who execute this Deed for and on behalf of themselves and those other Aboriginal persons who comprise the Antakirinja Matu-Yankunytjatjara Native Title Claim Group ("the Native Title Party")
4	ANTAKIRINJA LAND MANAGEMENT ABORIGINAL CORPORATION ("ALMAC")
Recitals	
WHEREAS:	
A.	The Company is the applicant for the grant of Petroleum Exploration Licences under the Petroleum Act in respect of Petroleum Exploration Licence Application numbers 117, 118, 119, 121, 122, 123 and 124 ("the PELAs ") in respect of the areas described in Schedule 1 and seeks the issue of the Licences pursuant to the Petroleum Act;
B.	If grant of the Licences affects native title it will be a future act as defined in the Native Title Act;
C.	The State has caused a Notice to be published pursuant to Subdivision P, Division 3 of Part 2 of the Native Title Act (" Right to Negotiate Provisions ") on 28 June 2006 advising of the State's intention to grant Licences in respect of the PELA's pursuant to the Petroleum Act.
D.	The State and the Company want certainty as to the validity of the grant of the Licences in accordance with the Right to Negotiate Provisions and the parties have entered into this Deed for the purpose of ensuring the validity of the Licences under the Native Title Act.
E.	The Antakirinja Matu-Yankunytjatjara Native Title Claim Group have

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lodged Native Title Determination Application (SC95/07) on behalf of the Antakirinja Native Title Claim Group which application has been filed in the Federal Court as SAD6007/98;

- F. The members of the Antakirinja Matu-Yankunytjatjara Native Title Claim Group applied for and have been incorporated under the *Aboriginal Councils and Associations Act 1976 (Commonwealth)* as the Antakirinja Land Management Aboriginal Corporation;
- G. The area of the Native Title Application relates to or affects some portion of the PELA's as more particularly identified on the map attached as Schedule 1;
- H. The parties have negotiated in good faith under Right to Negotiate Provisions in relation to the State's intention to grant the Licences;
- I. The issuing of the Licences is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act;
- J. If the Licences are issued to the Company in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licences, and any work done pursuant to them, affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licences and carrying out work pursuant to them, and it is the further intention of the parties that in any event, the grant of the Licences and activities under them will not extinguish or permanently affect such rights and interests;
- K. Following negotiations in good faith between the parties, the Native Title Party has agreed to the grant of the Licences to the Company on the terms set out in this Deed; and
- L. The State, the Native Title Party and the Company, all having negotiated in good faith, have agreed for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Parties as are more specifically set out in this Deed, to include ALMAC as a party to this Deed.

NOW IT IS AGREED as follows.

1. Interpretation

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

- (a) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision

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- substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) The singular includes the plural and vice versa and reference to a gender includes each other gender;
 - (c) A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
 - (d) A reference to a recital, clause, schedule or annexure is to a recital, clause schedule or annexure of or to this Deed;
 - (e) Recitals and Schedules from part of this Deed;
 - (f) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
 - (g) A reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and permitted assigns;
 - (h) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (i) "business day" means a day on which banks are ordinarily open for business in South Australia;
 - (j) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally unless otherwise stated herein;
 - (k) A reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
 - (l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them; and
 - (m) The meaning of general words followed by specific words will not be limited by reference to the specific words.
 - (n) If any Court or other competent authority declares, or if any statute or

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

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

- (1) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable therefrom, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained herein;
 - (2) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component (and in particular to ensure the validity of an agreement of the kind contemplated by section 31(1)(b) of the Native Title Act for the purpose of the valid grant of a Licence); and
 - (3) **PROVIDED** that in the event the offending provisions are the inclusion of ALMAC as a party to this Deed and the consequential provisions of that inclusion then the agreements, representations and warranties therein contained shall be attributed to, and be taken to have always been attributed to, the Native Title Party; and
- (o) any term or expression used herein which is defined in either the Petroleum Act or the Native Title Act has the same meaning as in that legislation.
- 1.2 In this Deed, headings are for convenience of reference and do not affect the interpretation of this Deed.

2. Definitions

2.1 In this Deed and in the Recitals:

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

"ALMAC" means Antakirinja Land Management Aboriginal Corporation together with its successors and permitted assigns;

"Body Corporate" means an Aboriginal Corporation incorporated pursuant to the Aboriginal Councils and Associations Act 1976 (Cth) and which

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

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comprises the Native Title Claim Group;

"Claimed Land" means the area of land and any waters the subject of the Native Title Application as amended from time to time;

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

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

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

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

- (a) any associated facilities licence subsequently able to be lawfully issued to the Company within the Licence Area or outside the Licence Area but within the Claimed Land; and
 - (b) any other licence or authority subsequently able to be lawfully issued to the Company within the Licence Area pursuant to the Petroleum Act;
- and **"Licence"** means any one of them;

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

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

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

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

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

"Native Title Application" means the Application for Determination of Native Title filed in the Federal Court of Australia by the Antakirinja Matu-Yankunyjatjara Claimants and described in Schedule 2;

"Native Title Claim Group" means those Aboriginal persons described in

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Attachment A to the Native Title Application, and the phrase has the same meaning as in the Native Title Act;

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

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

"Overlap Area" means that area of the Claimed Land which coincides with an Application for Determination of Native Title filed in the Federal Court of Australia by the Arabunna Native Title Claim Group ("Arabunna") or such of that area of overlap as may be agreed between the Native Title Party and the Arabunna to be overlapping between the two claim groups from time to time or as determined as overlapping between the two claim groups, in any Native Title Determination, notification of such agreement or Determination to be provided promptly in writing by the Native Title Party to the other Parties;

"Other Claimant Land" means land, other than an Overlap Area, which at the time of date of this Deed is subject to a registered Native Title claim or Native Title Determination by a party other than the Native Title Party and which land affects the Licences or any part of them and **"Other Claimant"** means the relevant holder or applicant in respect of the Other Claimant Land;

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

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

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

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

3. COMMENCEMENT AND TERM

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

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

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4. AUTHORITY TO ENTER INTO DEED

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

5. THE LICENCES

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

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Petroleum Act and to the Company exercising its rights and entitlements and discharging its obligations under any subsequent Licence in accordance with and subject to any conditions imposed by:

- (1) the Petroleum Act;
- (2) any Applicable Law; and
- (3) this Deed;

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

5.2 The Negotiation Parties acknowledge that:

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

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

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

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

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6. NATIVE TITLE ACT

- 6.1 Each of the Negotiation Parties acknowledges that all Negotiation Parties have negotiated in good faith for the purposes of section 31(1)(b) of the Native Title Act.
- 6.2 The State is authorised to provide a copy of this Deed to:
- (a) the National Native Title Tribunal in accordance with section 41A of the Native Title Act in order to satisfy section 28(1) of that Act;
 - (b) the Minister in accordance with and to satisfy sections 112 and 115 of the Petroleum Act and for inclusion on the public register established pursuant to section 115 of the Petroleum Act; and
 - (c) the South Australian Parliament.

7. ADMINISTRATION PAYMENT

- 7.1 For better facilitating the administration of this Deed, the Company will pay to ALMAC the following administration payments on the terms set out in this Clause 7:
- (a) An annual payment of \$40,000.00 during each of the first five (5) years of the term of this Deed;
 - (b) An annual payment of \$12,500.00 during each of the succeeding five (5) years of the term of this Deed;
 - (c) The payments referred to in Clause 7.1 (b) shall, prior to the first such payment being made, and thereafter annually, be adjusted in accordance with any increase in the CPI (all groups) for Adelaide occurring in the twelve month period immediately prior to such payment falling due.
- 7.2 The first administration payment shall be made within 5 business days after the grant of the Licences (or where all of the Licences are not granted on the same date the date of the grant of the first such Licence) and thereafter each annual payment shall be made within 5 business days following the anniversary of the date of grant of the Licences (or where all of the Licences are not granted on the same date the date of grant of the first such Licence) ("Anniversary Date");
- 7.3 The obligation of the Company to make the payments referred to in Clause 7.1 shall cease in the event that the Company ceases to hold any Licences which fall within the Claimed Land.

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8. PRODUCTION PAYMENT

8.1 The Company agrees:

- (a) to pay from time to time to the Native Title Party in further consideration for the Native Title Party entering into this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and
- (b) the payments the subject of this clause 8.1 shall be effected by the Company paying those amounts to the State and the State shall accept those payments for the purposes set out in the following paragraphs of this clause 8.

8.2 The Native Title Party hereby requests and directs the State to pay to ALMAC the Native Title Party's share of the monies received by the State from the Company in accordance with clause 8.1 and the State agrees so to do.

8.3 Each payment by the State shall be made:

- (a) for and on behalf of the Company;
- (b) within a reasonable time of receipt of the relevant monies in cleared funds; and
- (c) in full satisfaction and discharge of each respective obligation of the Company arising under clause 8.1.

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

8.5 In the event the method of calculation contained in the Petroleum Act as at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of clauses 8.2, 8.3 and 8.4, the Minister may give six(6) calendar months notice in writing to the other parties of the Minister's desire to re-negotiate the method of collection and distribution of monies in terms of this clause 8 in which case the parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.

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

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

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

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- 8.8 Nothing in this clause is intended to impose on the State a duty to invest any monies collected by the State for distribution to ALMAC.
- 8.9 The Native Title Party agrees that the compensation entitlement comprising the monies payable by the Company pursuant to clause 8.2 and Clause 19 are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Party may now or in the future have, or but for this Deed might have had, against the Company and/or the State and/or their respective employees, officers, agents or contractors in connection with any actual and/or potential extinguishment of, and/or effect or impact on, any native title or claimed native title of the Native Title Party in consequence of or arising out of or in relation to the Licences and the exercise of rights or the discharge of obligations by the Company under the Licences ("**Compensation Entitlements**").
- 8.10 The Native Title Party and ALMAC release the Company and the State from, and acknowledge that this Deed may be pleaded as an absolute bar against, all such Compensation Entitlements, liabilities, actions, claims or demands.
- 8.11 The Native Title Party and ALMAC will not make any application or claim against the Company or the State or any other person in any court, tribunal, commission or any other competent body, including the National Native Title Tribunal for compensation, restitution, benefits, damages or any other amount (whether to be held in trust under the Native Title Act or otherwise) in connection with any such Compensation Entitlements, liabilities, actions, claims or demands.
- 8.12 The provisions of clause 8.10 and 8.11 do not apply in relation to any compensation claim arising by reason of a breach of this Deed.

9. ABORIGINAL HERITAGE PROTECTION

- 9.1 The Company, the Native Title Party and ALMAC must comply with the terms of Schedule 4 which provide:
- (a) certain terms and conditions with which the Company has agreed to abide by in the course of carrying out the Project on the Licence Area; and
 - (b) the methodology for the preservation and protection of Areas of Significance.
- 9.2 The Company's obligations under Schedule 4 are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a determination of native title.

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10. STATE NOT LIABLE FOR SCHEDULE 4 PROVISIONS

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

11. DEED NOT CONDITION OF GRANT

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

12. DEED PREVAILS

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

13. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

14. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

15. ASSIGNMENT

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

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

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15.3 In the event that a Body corporate is incorporated in substitution for ALMAC ("**New Body Corporate**"), the Native Title Party shall procure that the New Body Corporate immediately upon its incorporation, execute a Deed Poll, in a form reasonably acceptable to the Company and the State, covenanting to be bound by and to assume the obligations of ALMAC as if the New Body Corporate were named as a Party to this Deed.

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

16. NOTICES

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

The State's address:	The Minister for Mineral Resources Development C/- The Director, Petroleum & Geothermal Group Primary Industry and Resources Level 7, 101 Grenfell Street Adelaide SA 5000 Facsimile number: (08) 8463 3202
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Company's address	Sapex Ltd C/- 16A Hyland Terrace Roslyn Park SA 5072 Facsimile number (08) 8364 6053
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Antakirinja Matu- Yankunytjatjara Claimants address:	Antakirinja Matu-Yankunytjatjara Native Title Claim Group C/- Legal Representative - SC95/7 claim Native Title Unit ALRM 345 King William Street ADELAIDE SA 5000 Facsimile number: (08) 8211 7424
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ALMAC's address	C/-Native Title Unit - ALRM 345 King William Street ADELAIDE SA 5000 Adelaide SA 5000 Facsimile number (08) 8211 7424
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- 16.2 In the event that any party changes its address for notices that party must advise the other parties in writing within seven (7) days of its new address, and from that time all parties must address any notices to the new address.
- 16.3 A notice sent by mail will be deemed received by the party to whom it is addressed on the next Business Day following its posting. Notices transmitted by facsimile are deemed delivered on the day of transmission subject to confirmation of complete transmission.

17. GOVERNING LAW

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

18. COUNTERPARTS

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

19. SIGNING FEE AND GENERAL

- 19.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- 19.2 The Company will pay the Native Title Party's legal and other costs and expenses in connection with the preparation and completion of this Deed. The State and the Company will pay their own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for Stamp Duty which will be borne and paid by the State.
- 19.3 In consideration of the Native Title Party entering into this Deed and as a special non-recurrent payment, the Company agrees to make the following payments:
- (a) The sum of \$60,000.00 within 5 Business days after the signing of this Deed by the Native Title Party and execution by ALMAC; and
 - (b) The sum of \$186,258.00 within 5 Business Days after the date of the grant of the last of the Licences to be so granted.

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- 19.4 Where the payment to be made by the Company under Clause 19.3 of this Deed ("**Payment**") constitutes consideration for a taxable supply by a Native Title Party:
- (a) the amount of the Payment shall be increased by, and the Company shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10% ; and
 - (b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates
- PROVIDED THAT** the additional amount need not be paid unless and until the Native Title Party has given the Company a tax invoice sufficient to enable the Company to claim any input tax credit to which it may be entitled in respect of the taxable supply.
- 19.5 In this clause 19:
- (a) the expression "*Prevailing GST Rate*" in relation to a particular taxable supply means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and
 - (b) a word which is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* has the same meaning in this clause.
- 19.6 No modification, variation or amendment of this Deed shall be of any force unless in writing and executed by each party. No waiver by a party of any of the provisions of this Deed shall be binding unless made in writing and any such waiver shall relate only to the specific matter, non-compliance or breach in respect of which it is given and shall not apply to any subsequent or other matter, non-compliance or breach.
- 19.7 This Deed shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 19.8 ALMAC may appoint an agent to carry out its functions under this Deed. At the request of any other party, ALMAC will provide details in writing of the agent and the scope of their authority.

EXECUTED by the parties as a Deed.

DEED

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



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

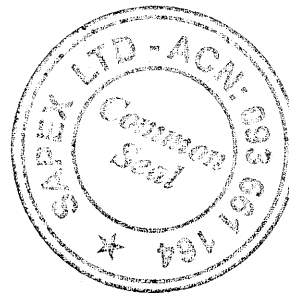
Paul Holloway

The Honourable Paul Holloway,
Minister for Mineral Resources
Development

[Signature]
Witness

Name: *B. A. Gussman*
Address: *2 Madden St*
Culpeper Park
Occupation: *Geologist*

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



[Signature]
Director
[Signature]
Director/Secretary

DEED

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

McDonald Steed McGrath - Lawyers

SIGNED by KEITH SMITH SNR

in the presence of:

.....
Witness

.....
Witness Full Name

.....
Keith Smith Snr

SIGNED by WILLIAM HERBERT

LENNON SNR in the presence of:

.....
Witness

.....
Witness Full Name

.....
William Herbert Lennon

SIGNED by IAN CROMBIE in the presence of:

.....
Witness

.....
Witness Full Name

.....
Ian Crombie

SIGNED by JEAN WOOD in the presence of:

.....
Witness

.....
Witness Full Name

.....
Jean Wood

DEED

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

McDonald Steed McGrath - Lawyers

SIGNED by HERBERT JOSEPH

LENNON in the presence of:

.....
Witness

.....
Witness Full Name

.....
Herbert Joseph Lennon

SIGNED by DAVID BROWN in the presence of:

.....
Witness

.....
Witness Full Name

.....
David Brown

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

.....
Member

Print Name:

.....
Member

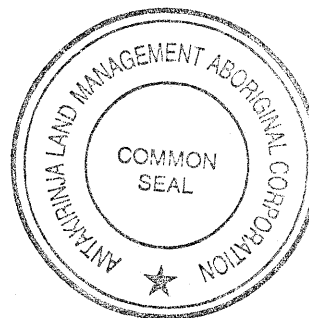
Print Name:

.....
Member

Print Name:

.....
Member

Print Name:



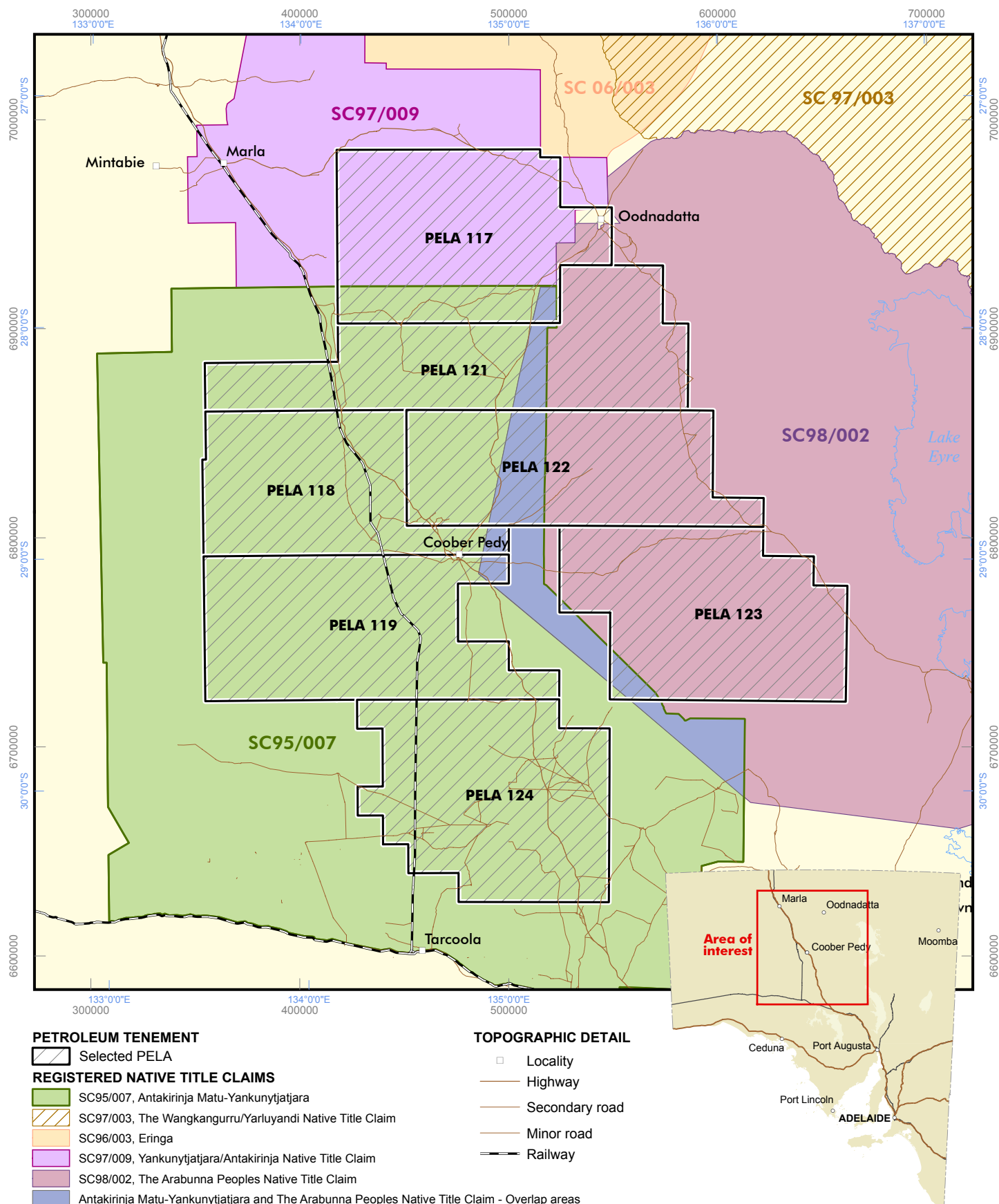
Common Seal

SCHEDULE 1: THE LICENCE APPLICATIONS AND MAP OF LICENCE AREA

SCHEDULE 1: THE LICENCE APPLICATIONS AND MAP OF LICENCE AREA



South Australia PETROLEUM LICENCE APPLICATION OVER NATIVE TITLE CLAIMANT AREA



Production details

Produced by: PIRSA Publishing Services

Plan number: 203221_029

Date produced: August 2006

Data source: databases maintained by PIRSA
Spatial Information Services

0 50 100 Kilometres

Datum GDA 94 - Projection MGA Zone 53

Disclaimer

There is no warranty that this map is free from errors or omissions.
Issued under the authority of the Hon Paul Holloway MLC
Selected data on this map are available digitally and can be downloaded from www.pir.sa.gov.au
© Primary Industries and Resources SA 2006

Author / contact details

Farrelly, S
PIRSA Petroleum, 101 Grenfell Street,
Adelaide, South Australia 5000
internet: www.petroleum.pir.sa.gov.au
email: pirsa.petroleum@saugov.sa.gov.au
phone: (08) 8463 3000
fax: (08) 8463 3229

SAPEX Limited

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

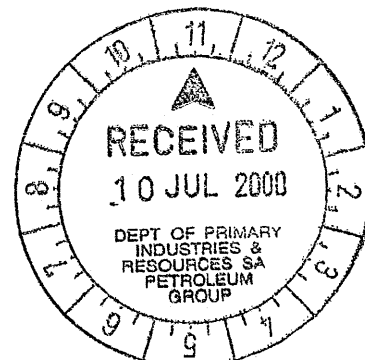
Depending on the results of the exploration program, we would seek to consult with the Petroleum Group of PIRSA on any program variations to optimise the exploration efforts.

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

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000

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



Dear Mr Laws,

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

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

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

The following information is provided in support of the application:

APPLICATION AREA (1):

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

WORK PROGRAM:

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

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

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

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

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

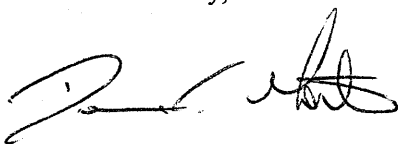
Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901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

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

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

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

Yours faithfully,

A handwritten signature in dark ink, appearing to read 'Dennis J. Morton', with a stylized flourish at the end.

Dennis J. Morton.
Director.

PELA 117

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude $27^{\circ}15'00''\text{S}$ GDA94 and longitude $134^{\circ}10'00''\text{E}$ AGD66, thence east to longitude $135^{\circ}09'10''\text{E}$ GDA94, south to latitude $27^{\circ}17'05''\text{S}$ GDA94, east to longitude $135^{\circ}15'00''\text{E}$ GDA94, south to latitude $27^{\circ}30'00''\text{S}$ GDA94, east to longitude $135^{\circ}30'00''\text{E}$ GDA94, south to latitude $27^{\circ}45'00''\text{S}$ GDA94, west to longitude $135^{\circ}15'00''\text{E}$ GDA94, south to latitude $28^{\circ}00'00''\text{S}$ GDA94, west to longitude $134^{\circ}10'00''\text{E}$ AGD66, and north to the point of commencement.

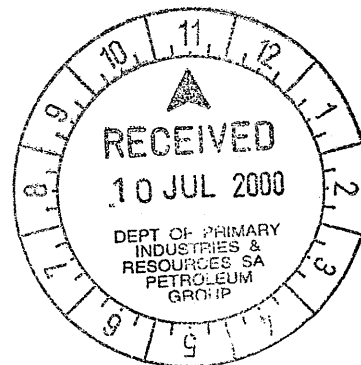
AREA: **9515** square kilometres approximately.

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

PIRSA
 Petroleum Division
 GPO Box 1671
 ADELAIDE
 South Australia 5001

7th July, 2000

Attention: Mr Bob Laws
 Director - Petroleum



Dear Mr Laws,

RE: PEL Application (2) for Vacant Area - Arckaringa Basin

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

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

The following information is provided in support of the application:

APPLICATION AREA (2):

Approximately 23,000 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

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

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

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

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

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

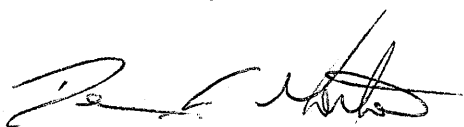
Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901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

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

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

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

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Dennis J. Morton', with a stylized flourish at the end.

Dennis J. Morton.
Director.

PELA 118

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude $28^{\circ}22'30''\text{S}$ GDA94 and longitude $133^{\circ}31'00''\text{E}$ AGD66, thence east to longitude $134^{\circ}30'00''\text{E}$ GDA94, south to latitude $28^{\circ}52'30''\text{S}$ GDA94, east to longitude $135^{\circ}00'00''\text{E}$ GDA94, south to latitude $29^{\circ}00'00''\text{S}$ GDA94, west to longitude $133^{\circ}30'00''\text{E}$ GDA94, north to latitude $28^{\circ}35'00''\text{S}$ AGD66, east to longitude $133^{\circ}31'00''\text{E}$ AGD66, and north to the point of commencement.

AREA: **7400** square kilometres approximately.

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

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

Attention: Mr Bob Laws
Director - Petroleum



Dear Mr Laws,

RE: PEL Application (3) for Vacant Area - Arckaringa Basin

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

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

The following information is provided in support of the application:

APPLICATION AREA (3):

Approximately 20,624 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

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

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

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

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

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

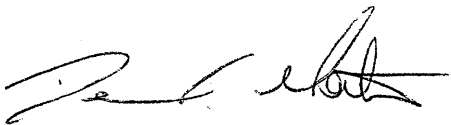
Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901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

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

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

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

Yours faithfully,



Dennis J. Morton.
Director.

PELA 119**DESCRIPTION OF AREA**

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

Commencing at a point being the intersection of latitude 29°00'00"S GDA94 and longitude 133°30'00"E GDA94, thence east to longitude 135°00'00"E GDA94, south to latitude 29°07'30"S GDA94, west to longitude 134°45'00"E GDA94, south to latitude 29°22'30"S GDA94, east to longitude 135°00'00"E GDA94, south to latitude 29°30'00"S GDA94, east to longitude 135°15'00"E GDA94, south to latitude 29°37'30"S GDA94, west to longitude 133°30'00"E GDA94, and north to the point of commencement.

AREA: **9751** square kilometres approximately.

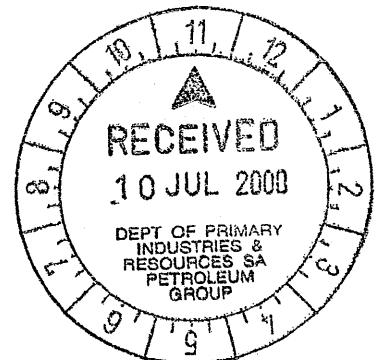
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SAPEX Pty Ltd (ACN 093 661 164)
Level 8, 124 Phillip Street, SYDNEY, 2000 (P.O. Box 669, BALGOWLAH, NSW, Australia, 2093)
Ph: 61-2-9232 6550; Fax: 9232 6880; e-mail: budside@acay.com.au

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000

Attention: Mr Bob Laws
Director - Petroleum



Dear Mr Laws,

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

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

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

The following information is provided in support of the application:

APPLICATION AREA (1):

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

WORK PROGRAM:

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

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

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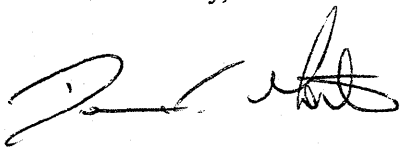
Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901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

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

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

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

Yours faithfully,

A handwritten signature in dark ink, appearing to read 'D. Morton', with a stylized flourish at the end.

Dennis J. Morton.
Director.

**SAPEX PTY LTD
ARCKARINGA BASIN EXPLORATION LICENCE
APPLICATION AREA (1)
DESCRIPTION**

Commencing at the intersection of Longitude 134° 10'E and Longitude 27° 15'S

Thence to:	135° 15'E	and	27° 15'S
	135° 15'	and	27° 30'
	135° 30'	and	27° 30'
	135° 30'	and	27° 45'
	135° 45'	and	27° 45'
	135° 45'	and	28° 00'
	135° 52.5'	and	28° 00'
	135° 52.5'	and	28° 22.5'
	133° 31'	and	28° 22.5'
	133° 31'	and	28° 10'
	134° 10'	and	28° 10'
and then back to:	134° 10'	and	27° 15'

Approximate area: 21,460 square kilometres.

PELA 121**DESCRIPTION OF AREA**

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

Commencing at a point being the intersection of latitude $27^{\circ}45'00''\text{S}$ GDA94 and longitude $135^{\circ}15'00''\text{E}$ GDA94, thence east to longitude $135^{\circ}45'00''\text{E}$ GDA94, south to latitude $28^{\circ}00'00''\text{S}$ GDA94, east to longitude $135^{\circ}52'30''\text{E}$ GDA94, south to latitude $28^{\circ}22'30''\text{S}$ GDA94, west to longitude $133^{\circ}31'00''\text{E}$ AGD66, north to latitude $28^{\circ}10'00''\text{S}$ AGD66, east to longitude $134^{\circ}10'00''\text{E}$ AGD66, north to latitude $28^{\circ}00'00''\text{S}$ GDA94, east to longitude $135^{\circ}15'00''\text{E}$ GDA94, and north to the point of commencement.

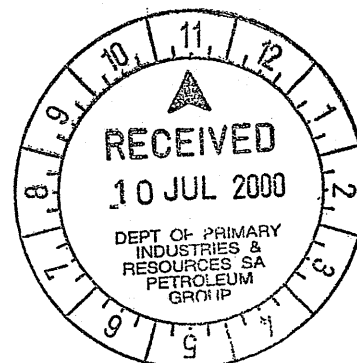
AREA: **9806** square kilometres approximately.

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

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000

Attention: Mr Bob Laws
Director - Petroleum



Dear Mr Laws,

RE: PEL Application (2) for Vacant Area - Arckaringa Basin

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

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

The following information is provided in support of the application:

APPLICATION AREA (2):

Approximately 23,000 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

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

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

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

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

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

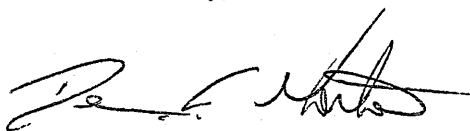
Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901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

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

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

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

Yours faithfully,



Dennis J. Morton.
Director.

PELA 122

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude $28^{\circ}22'30''\text{S}$ GDA94 and longitude $134^{\circ}30'00''\text{E}$ GDA94, thence east to longitude $136^{\circ}00'00''\text{E}$ GDA94, south to latitude $28^{\circ}45'00''\text{S}$ GDA94, east to longitude $136^{\circ}15'00''\text{E}$ GDA94, south to latitude $28^{\circ}52'30''\text{S}$ GDA94, west to longitude $134^{\circ}30'00''\text{E}$ GDA94, and north to the point of commencement.

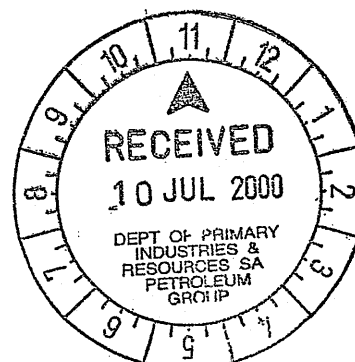
AREA: **8460** square kilometres approximately.

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

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

7th July, 2000

Attention: Mr Bob Laws
Director - Petroleum



Dear Mr Laws,

RE: PEL Application (2) for Vacant Area - Arckaringa Basin

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

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

The following information is provided in support of the application:

APPLICATION AREA (2):

Approximately 23,000 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

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

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

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

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

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

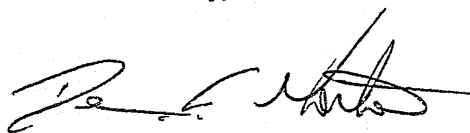
Further information regarding evidence of the financial capability of these companies to conduct the proposed work program can be sought by contacting the NSW Department of Mineral Resources (either Alan Coutts – Director General [02-9901 8800]; Brad Mullard – Assistant Director Coal and Petroleum [9901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

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

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

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

Yours faithfully,



Dennis J. Morton.
Director.

PELA 123**DESCRIPTION OF AREA**

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

Commencing at a point being the intersection of latitude $28^{\circ}52'30''\text{S}$ GDA94 and longitude $135^{\circ}15'00''\text{E}$ GDA94, thence east to longitude $136^{\circ}15'00''\text{E}$ GDA94, south to latitude $29^{\circ}00'00''\text{S}$ GDA94, east to longitude $136^{\circ}30'00''\text{E}$ GDA94, south to latitude $29^{\circ}07'30''\text{S}$ GDA94, east to longitude $136^{\circ}40'00''\text{E}$ GDA94, south to latitude $29^{\circ}37'30''\text{S}$ GDA94, west to longitude $135^{\circ}30'00''\text{E}$ GDA94, north to latitude $29^{\circ}15'00''\text{S}$ GDA94, west to longitude $135^{\circ}15'00''\text{E}$ GDA94, and north to the point of commencement.

AREA: **9646** square kilometres approximately.

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

PIRSA
Petroleum Division
GPO Box 1671
ADELAIDE
South Australia 5001

Attention: Mr Bob Laws
Director - Petroleum



Dear Mr Laws,

RE: PEL Application (3) for Vacant Area - Arckaringa Basin

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

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

The following information is provided in support of the application:

APPLICATION AREA (3):

Approximately 20,624 square kilometers as described and outlined in the attached documents.

WORK PROGRAM:

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

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

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

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

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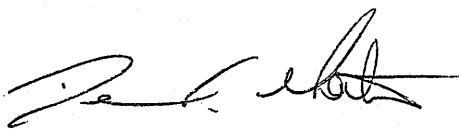
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TECHNICAL COMPETENCE: GSP directors Dennis Morton (24 years), Doug Battersby (32 years) and David King (28 years) bring a combined petroleum exploration experience of 84 years – resumes attached.

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

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

Yours faithfully,



Dennis J. Morton.
Director.

PELA 124**DESCRIPTION OF AREA**

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

Commencing at a point being the intersection of latitude 29°37'30"S GDA94 and longitude 134°15'00"E GDA94, thence east to longitude 135°15'00"E GDA94, south to latitude 29°45'00"S GDA94, east to longitude 135°30'00"E GDA94, south to latitude 30°30'00"S GDA94, west to longitude 134°45'00"E GDA94, north to latitude 30°22'30"S GDA94, west to longitude 134°30'00"E GDA94, north to latitude 30°15'00"S GDA94, west to longitude 134°22'30"E GDA94, north to latitude 30°07'30"S GDA94, west to longitude 134°15'00"E GDA94, north to latitude 30°00'00"S GDA94, east to longitude 134°22'30"E GDA94, north to latitude 29°45'00"S GDA94, west to longitude 134°15'00"E GDA94, and north to the point of commencement.

AREA: **9848** square kilometres approximately.

SCHEDULE 2: THEANTAKIRINJA MATU-YANKUNYTJATJARA NATIVE TITLE APPLICATION

SCHEDULE 2 : THE ANTAKIRINJA MATU-YANKUNYTJATJARA NATIVE TITLE APPLICATION

**FEDERAL COURT OF AUSTRALIA
SOUTH AUSTRALIAN DISTRICT REGISTRY**

Federal Court Office Use

File Number: _____

Date: _____

Registry: _____

Judge Allocated: _____

Review Hearing Date: _____

Paragraph 5(1)(a)

FURTHER AMENDED APPLICATION SAD 6007/98 DATED 23 AUGUST 2006

(ANTAKIRINJA MATU - YANKUNYTJATJARA)

Form 1

Native Title Act 1993

***Native Title Determination Application
Claimant Application***

Filed By: T J Wooley
Name: Aboriginal Legal Rights Movement Inc
Native Title Unit DX 239
Tel: 81102830
Address: Fax: 8 211 7424 Email: timw@nativetitlesa.org
4th Floor, 345 King William Street
ADELAIDE SA 5000

Native Title Act 1993
Native Title Determination Application
Claimant Applicant

NAME OF APPLICANT(S)

William Herbert Lennon Snr., Ian Crombie, Keith Smith Snr, David Brown, Herbert Joseph Lennon and Jean Wood.

PART A DETAILS OF THE CLAIM

1 The applicant applies for a determination of native title under subsection 61(1) of the *Native Title Act 1993*.

2 AUTHORISATION

The applicant is entitled to make this application as:

The applicant has authority to make this application on behalf of all persons in the native title claim group: see Attachment R (Certificate of Representative Body, the Aboriginal Legal Rights Movement.)

3. NATIVE TITLE CLAIM GROUP [see Act, s 61]

See Attachment A

SCHEDULE B IDENTIFICATION OF BOUNDARIES *[see Act, s 62]*

Information identifying the boundaries of:

- a) the area covered by the application; and
- b) any areas within those boundaries that are not covered by the application.

State: South Australia

External Boundary Description:

Commencing at the northeasternmost corner of land parcel B300/H833700 (Pastoral Lease 1285/36: Mount Vivian) and extending generally southerly and generally westerly along boundaries of that land parcel to land parcel B850/H833700 (Pastoral Lease 1279/30: Bon Bon); then generally westerly along southern boundaries of that land parcel and onwards westerly along the prolongation of that southern boundary to a northern boundary of the Trans Australian Railway (land parcel S169/H833700); then generally westerly along the northern boundaries of that railway (being land parcels S169/H833700, S195/H833500, S172/H833600, A10/D57143, S175/H833600, and again S195/H833500) to the southerly prolongation of the eastern boundary of land parcel Q16/D31180 (Maralinga Tjarutja Aboriginal Lands); then generally northerly to and along the eastern boundaries of those aboriginal lands, being land parcels Q16/D31180 and S1302/H833300, to a southern boundary of land parcel S1297/H830300 (Pitjantjatjara Aboriginal Lands); then easterly, generally northerly and again easterly along boundaries of that land parcel to its easternmost southeastern corner; then easterly to the northernmost northwestern corner of land parcel B1242/H832000 (Pastoral Lease 1595/92: Mount Willoughby); then easterly along northern boundaries of that land parcel to its northernmost northeastern corner; then east to an eastern boundary of land parcel B1191/H831200 (Pastoral Lease 1397/26); then generally southerly along eastern boundaries of that land parcel, land parcels B822/H832000 and A2034/D37808 (Pastoral Lease 1327/9: Mount Barry), and land parcel A1/F42266 to its southeastern corner; then to the northernmost point of land parcel B473/H832900 (Pastoral Lease 1292/42: Balta Baltana South) then generally southeasterly, generally easterly, generally southerly and generally westerly along boundaries of that land parcel, northern boundaries of land parcel Q3/D28562: Pastoral Lease 1289/41 and northern, eastern and southern boundaries of land parcel A2042/D40325: Pastoral Lease 1286/42 (Millers Creek) back to the commencement point.

Note

Prepared by Geospatial Services, National Native Title Tribunal (10 February 2006)

Data Reference and source

- Cadastral data sourced from Dept of Environment and Heritage, SA (2006).

- Pastoral lease names sourced from Dept of Environment and Heritage, SA (1993).

SCHEDULE C MAPS [See Act, s 62]

A map showing the boundaries of the area covered by the application. Refer to attachment C.

SCHEDULE D **SEARCHES** [See Act, s 62] (NO CHANGE)

Details and results of all searches carried out to determine the existence of any non-native title rights and interests in relation to the land or waters in the area covered by the application.

Details of all information known about interests in relation to the area covered that are held by persons other than the applicants and other persons with whom they claim to hold native title are as follows:

1. Pastoral Leases
Refer to ATTACHMENT D1.
2. Mining Leases (ML's) and Exploration Licences (EL's):
Refer to ATTACHMENT D2. Please note that the Mining Leases, Licences and Licence applications listed are those which existed in 1996, and therefore the list provided may now be inexact in some instances.
3. Exploration Licence Applications (ELA's):
Refer to ATTACHMENT D3.
4. Aboriginal land:
Refer to ATTACHMENT D4.
5. Miscellaneous Leases:
Refer to ATTACHMENT D5.
6. Freehold land:
Refer to ATTACHMENT D6.
7. Other Areas:
 - (a) Crown Leases as set out in ATTACHMENT D7.
 - (b) Crown Land as set out in ATTACHMENT D8.
 - (c) Petroleum Exploration Licence 139.
 - (d) Reserves and Parks including the Tallaringa Conservation Park, as set out in ATTACHMENT D9.
 - (e) Miscellaneous Licences as set out in ATTACHMENT D10.

Searches have been conducted on behalf of the applicants with public bodies and authorities, and of official title registers in relation to the area covered by the application.

The searches involved attendances at the Land Titles Office, South Australian State Records, Department of Environment and Natural Resources and Mines and Energy of South Australia.

SCHEDULE E DESCRIPTION OF NATIVE TITLE RIGHTS AND INTERESTS [See Act, s 62]
(NO CHANGE)

1. The nature and extent of the native title rights and interests in relation to the determination area are the rights to use and enjoy the land and waters of the determination area in accordance with the traditional laws and customs being:
 - a) the right to access and move about the determination area;
 - b) the right to hunt on the determination area;
 - c) the right to gather and use the natural resources of the determination area such as food, medicinal plants, wild tobacco, timber, stone and resin;
 - d) the right to use the natural water resources on the determination area;
 - e) the right to live, to camp and to erect shelters on the determination area;
 - f) the right to cook on the determination area and to light fires for all purposes other than the clearance of vegetation;
 - g) the right to engage and participate in cultural activities on the determination area including those relating to births and deaths;
 - h) the right to conduct ceremonies and to hold meetings on the determination area;
 - i) the right to teach on the determination area the physical and spiritual attributes of locations and sites within the determination area;
 - j) the right to maintain and protect sites and places of significance to Nguraritja under their traditional laws and customs on the determination area;
 - k) the right to be accompanied on to the determination area by those people who, though not members of the native title claim group, are:
 - i. spouses of members of the native title claim group,
 - ii. people required by traditional law and custom for the performance of ceremonies or cultural activities on the determination area,
 - iii. people who have rights in relation to the determination area according to the traditional laws and customs acknowledged by members of the native title claim group,
 - iv. people required by members of the native title claim group to assist in, observe, or record traditional activities on the determination area; and
 - l) The right to make decisions about the use and enjoyment of the determination area by Aboriginal people who recognise themselves to be governed by the traditional laws and customs acknowledged by members of the native title claim group.
2. The native title rights and interests claimed are also subject to the effect of:-
 - a) all existing non-native title rights and interests (see, for example, those referred to in Schedule D); and
 - b) all laws of South Australia made in accordance with section 19, 22F, 23E or 231 of the *Native Title Act*;
to the extent that these are valid and applicable.
3. A right of exclusive possession is not claimed in relation to any area over which a previous non-exclusive possession act has been made.

SCHEDULE F**GENERAL DESCRIPTION OF NATIVE TITLE RIGHTS AND INTERESTS CLAIMED** [See Act, s 62] (NO CHANGE)

1. A general description of the native title rights and interests claimed and, in particular, the factual basis on which it is asserted that:
 - (a) the native title claim group has, and the predecessors of those persons had, an association with the area; and
 - (b) there exist traditional laws and customs that give rise to the claimed native title; and
 - (c) the native title claim group has continued to hold the native title in accordance with those traditional laws and customs.

2. The factual basis of the claim is as follows:

- (a) the native title claim group and their ancestors have, since British sovereignty was asserted over the area, possessed, occupied, used and enjoyed the area subject of the native title claim.
- (b) The native title claim group's right to such possession, occupation, use and enjoyment derives from and is currently held in accordance with traditional laws and customs acknowledged and observed, including those relating to the transmission of such rights and interests by descent.
- (c) The native title has been held and continues to be held in accordance with those traditional laws and customs by the native title claim group.

SCHEDULE G**ACTIVITIES** [See Act, s 62] (NO CHANGE)

1. Members of the native title claim group continue to possess, occupy, use and enjoy the claim area, including (amongst other things) by:
 - (a) Residing in the claim area;
 - (b) Camping in the claim area;
 - (c) Erecting dwellings and shelters in the claim area;
 - (d) Travelling through the claim area;
 - (e) Hunting, gathering, preparing, cooking and using bush food, natural water, medicinal and other resources in the claim area;
 - (f) Lighting fires for all purposes other than clearing vegetation;
 - (g) Taking care of Aboriginal sites in the area and protecting them from damage, eg from mining and construction work, including burial sites;
 - (h) Conducting meetings and other gatherings in the area;
 - (i) Teaching about the physical and spiritual attributes of locations and sites in the claim area;
 - (j) Conducting traditional ceremonies and cultural activities in the claim area.

See affidavits in "Attachment G"

SCHEDULE H

DETAILS OF ANY OTHER APPLICATIONS [See Act, s 62]

(NO CHANGE)

1. Details of any other applications to the High Court, Federal Court, or a recognised State/Territory body, of which the applicant is aware, that have been made in relation to the whole or a part of the area covered by the application and that seek a determination of native title or a determination of compensation in relation to native title are as follows:

(a) SG 6025/98 (Arabunna)

2. To the extent that any land or waters covered by this Application also covers Applications for determination of native title SG 6008/98 (Maralinga Tjarutja), SG 6018/98 (Wirangu #1), SG 6019/98 (Wirangu #2) and SG 6020/98 (now Gawler Ranges), such overlaps are not intended by the Applicants and are probably the result of mapping errors.

SCHEDULE I

DETAILS OF ANY SECTION 29 NOTICES [See Act, s 62]

(NO CHANGE)

Details of any notices under section 29 of the Act (or under a corresponding provision of a law of a State or Territory), of which the applicant is aware, that have been given and that relate to the whole or a part of the area.

1. Notices given since 30.9.98 are as follows:

Normandy Mining Ltd, 103-105 King William St., Kent Town, South Australia. Section 63M Notice pursuant to the Mining Act 1971 (SA) dated 8th January 1999, with respect to Exploration License Nos. 2492, 2483 and 2563.

2. Notices given prior to 30.9.98 are as follows:-

Resolute Limited, 4th Floor, The Griffin Centre, 28 The Esplanade, Perth WA 6000. Section 63M Notice pursuant to the Mining Act 1971 (SA) dated 31.10.97 in relation to Mineral Leases to be granted in relation to Mineral Claims 3018, 3019, 3020 and 3021.

SCHEDULE J

DRAFT ORDER [See Act, s 62]

(NO CHANGE)

A draft of the order to be sought if the application is unopposed.

The application is not unopposed.

More information can be provided and labelled as "Attachment J"

SCHEDULE K
(NO CHANGE)

NATIVE TITLE REPRESENTATIVE BODIES [See Act, s 62]

Aboriginal Legal Rights Movement Inc. is the representative Aboriginal/Torres Strait Islander body for the area covered by the application.

SCHEDULE L
(NO CHANGE)

TENURE AND LAND USE ISSUES [see Act, ss 47, 47A, 47B and 61A]

1. The following details of such areas are presently known to the applicants:-
 - (a) Pastoral leases are held over Mabel Creek Station, Mount Clarence Station and Mount Willoughby Station for, by or on behalf of some of the persons who made this application and other persons with whom they claim to hold native title.
 - (b) Freehold estates (and leasehold interests thereunder) exist over lands granted under the Aboriginal Lands Trust Act 1966, (which makes provision for grants only for the benefit of Aboriginal peoples through the Aboriginal Lands Trust), to the Umoona Aboriginal Community, Coober Pedy.
 - (c) "Vacant Crown Land" occupied by members of the native title claim group exists within the claim area. The applicants do not presently know, however, whether any such land conforms with paragraph 47B(1)(b).
 - (d) The Applicants assert that prior extinguishment of native title rights and interests in relation to any areas mentioned or referred to in paragraphs (a), (b) and (c) above should be disregarded in accordance with the provisions of Sections 47, 47A and 47B respectively.

SCHEDULE M

TRADITIONAL PHYSICAL CONNECTION [See Act, s 62]

(NO CHANGE)

Members of the native title claim group, including specifically each of the named applicants, currently have (and have always had) a traditional physical connection with the claim area or parts of it. For example, each of the named applicants either ordinarily resides within the area, or frequently visits the area, and otherwise engages in such activities as are referred to in Schedule G. They do so because it is their ancestral land to which they are connected pursuant to traditional laws and customs.

SCHEDULE N

PREVENTION OF ACCESS [See Act, s 62]

(NO CHANGE)

Having regard to the traditional physical connection referred to in Schedule M, sub-paragraphs 62(1)(c)(ii) and 190B(7)(b) are not applicable. The Applicants are accordingly not required at this stage to provide details of circumstances in which access to the claim area or parts thereof have been prevented to members of the native title claim group at any time and reserve their position in this regard

SCHEDULE O

MEMBERSHIP OF ANY OTHER NATIVE TITLE GROUPS [see Act, s 190C]

Not applicable.

SCHEDULE P CLAIMS FOR EXCLUSIVE POSSESSION OF OFFSHORE PLACES
(NO CHANGE)

[see Act, s 190B]

Not Applicable

SCHEDULE Q
(NO CHANGE)

CLAIMS TO ANY RESOURCES OWNED BY THE CROWN [see Act, s 190B]

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

SCHEDULE R
(NO CHANGE)

CERTIFICATION OR AUTHORISATION [see Act, s 190C]

- (1) The further amended application has been certified by Aboriginal Legal Rights Movement Inc., the representative Aboriginal/Torres Strait Islander body for the claim area.

See Attachment R (for a copy of the certificate).

SCHEDULE S

AMENDED APPLICATIONS [See Act, s 64]

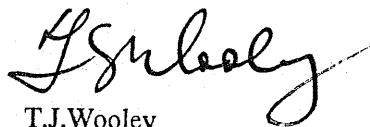
This application further amends the application amended by order of Justice Mansfield dated 12 October 2005 by:

- (i) in Schedule B replacing the technical description of the external boundary of the claim area;
- (ii) in Schedule C, and in particular attachment C, replacing the map showing the boundaries of the area covered by the application.

SCHEDULE T

ANY OTHER RELEVANT INFORMATION [See Act, s 62] (NO CHANGE)

None provided



T.J. Wooley

Applicant's solicitor

Date 23 August 2006

AFFIDAVIT

Full name(s) of Applicant(s)

We, William Herbert Lennon Snr., Ian Crombie, Keith Smith Snr., David Brown, Herbert Joseph Lennon, and Jean Wood

Usual address(es) of Applicant(s)

Lot 1756 Robinson Blvd
Mt. Willoughby Station via Coober Pedy; ~~Lot 1063, Italian Club Road, Coober Pedy; 6 Menard Street, Whyalla Stuart; Lot 1405 Goldsworthy Street, Coober Pedy; Block 1194, Kurnoth Street, Coober Pedy; and 2 Webb Court Port Augusta, South Australia~~

Usual occupation(s)

Pastoralist; unemployed; invalid pensioner; unemployed; unemployed; home duties.

Say on oath or affirm as follows:

- (a) We believe that the native title rights and interest claimed by the native title group have not been extinguished in relation to any part of the area covered by the application; and
- (b) We believe that none of the area covered by the application is also covered by an entry in the National Native Title Register; and
- (c) We believe that all of the statements made in the application are true; and
- (d) We are authorised by all the persons in the native title claim group to make the amended application and to deal with matters arising on relation to it; and
- (e) We were given the authority referred to in paragraph (d) above at a meeting of claim group members in Coober Pedy on 31 August 2004 to amend native title application SG6007/98, the amended application being attached to this affidavit and marked "AM-Y".

Place and State of Swearing/Affirming

Sworn/Affirmed* at: *COOBER PEDY*
~~Ceduna~~, South Australia

Date
18 September
2004

Signature(s) of Applicant(s)

(other signatures may be written below)

Bill Lennon *Ian Crombie* *Keith Smith*
DS
J. Wood

BEFORE ME:

Signature of witness

T. J. Woolley
T. J. WOOLEY

Qualification of
witness

A Commissioner for taking Oaths and
Affidavits in the Supreme Court of South
Australia

Note: * Each person who is an applicant must swear or affirm the affidavit in the presence of a qualified witness. A qualified witness includes a court officer, solicitor, Justice of the Peace, or a Commissioner for Affidavits.

PART B

FILING AND SERVICE

IF THE APPLICANT IS REPRESENTED:

APPLICANT'S
REPRESENTATIVE

This application is filed by: Timothy James Wooley, Solicitor.

ADDRESS
SERVICE

FOR

Whose address for service is:
Native Title Unit
Aboriginal Legal Rights Movement Inc.
Fourth Floor, 345 King William Street

Suburb

Adelaide

State/Territory

S.A.

Postcode

5000

E-mail

timw@nativetitlesa.org

Telephone
(during the day)

08-81102800

Facsimile

08-82117424

This application is
filed forMr. William Herbert Lennon Snr., Ian
Crombie, Keith Smith Snr., David
Brown, Herbert Joseph Lennon, and
Jean Wood.

Applicant's address

C/- Tim Wooley, Solicitor,
Aboriginal Legal Rights Movement Inc.
345 King William Street

Suburb

Adelaide

State/Territory

S.A.

Postcode

5000

IF APPLICANT IS UNREPRESENTED:

APPLICANT'S
NAME

This application is filed by:

Mr/Mrs/Ms:

Given Name:

Surname:

Aboriginal name (if any):

*Note: This should
include first name,
surname & Aboriginal
name (if any)*ADDRESS
SERVICE

FOR

Suburb

State/Territory

Postcode

Telephone
(during the day)

Facsimile

Applicant's address

Suburb

State/Territory

Postcode

Telephone
(during the day)Facsimile
(if any)

"ATTACHMENT A"

(NO CHANGE)

The Antakirinja Matu - Yankunytjatjara Native Title Claim Group comprises those people (now living) who hold in common the body of traditional laws and customs governing the area subject of the claim.

1. The following sets of siblings, together with all their descendants, are members of the native title claim group:
 - 1.1. Barney Lennon, Millie Taylor, Tilly Waye, Emily Austin, William Lennon Snr and Dorothy Lennon Cayton;
 - 1.2. Rose Matjangka Kutiny and her sisters (whose names are not known at this time)
 - 1.3. Linda Austin, Molly Brown, Jessie Lennon, Robert Austin, Willy Austin and Jimmy Austin;
 - 1.4. Alex Kalyiri Crombie, Larry Pilungu Crombie, Billy Tinyima Pepper Crombie, Jack Katatjunti Crombie and Maudie Nyingangka Brown;
 - 1.5. George Tongerie, Nyumitinya Judy Edwards, Bradman Russell, Eileen Ungkari Crombie and Billy Russell;
 - 1.6. Hazel Brown, Ricky Brown and Martha Edwards;
 - 1.7. Edna Williams, Johnny Fatt, Eva Fatt, Beverly Fatt and Ronald Fatt
 - 1.8. Kelly Tjutatja Brown, Tommy Brown, Henry Brown, Jessie Brown and Billy Nungki Brown;
 - 1.9. Maude Arkaringa Tongerie, Nora Murray, Phil Arkaringa, Jean Wood and Heather Dare;
 - 1.10. Biddy Lang, Lena Lang, Rita Lang, Lesley Lang, Beverly Lang and Joan Lang;
 - 1.11. Jack Lang, Pompey Lang and Hector Lang;
 - 1.12. Gracie Johns, Johnny Johns, Teddy Johns, Joyce Johns and Pamela Johns;
 - 1.13. Milatjari, Tommy Dodd, Darby Gilbert and William Gilbert;
 - 1.14. David Brown, Bulla Brown, Annabel Lang, Ida Brown, Lucy Brown and Linda Brown;
 - 1.15. Ivy Makinti Stewart and Yuntu Spider;
 - 1.16. Billy Mungi and Mumpi Baker;
 - 1.17. Ngitji Ngitji Mona Kennedy Tur and Tjalin Gloria Carroll Hayes;
2. The following persons, together with all their descendants, are members of the native title claim group:
 - 2.1. Eileen Wingfield
 - 2.2. Eileen Kampakuta Brown
 - 2.3. Lallie Lennon
 - 2.4. Sadie Singer
 - 2.5. Monty O'Toole
 - 2.6. Ginger Brown

- 2.7. Micky Miller
 - 2.8. Ginger Mapulya
 - 2.9. Nellie O'Toole
 - 2.10. Andy Tjanyari
 - 2.11. Ruth McKenzie
 - 2.12. Arthur Baker
 - 2.13. Warren Tunkin
 - 2.14. Nyidaroo Gladys Kite
3. Edward Herbert Roberts and the following persons (some of whom are his descendants) and all his other descendants are members of the native title claim group:
- 3.1. Georgina Stockfish
 - 3.2. Pauline Roberts
 - 3.3. Edward Leslie (Woody) Roberts
 - 3.4. Noel Roberts
 - 3.5. Kenny Roberts
 - 3.6. Kelli Cullingford
 - 3.7. Jackson Hunter
 - 3.8. Jason Smedley
 - 3.9. Jutjara Roberts
 - 3.10. Larelle Kite
 - 3.11. Stephanie Kite
 - 3.12. Malu Roberts
 - 3.13. Renee Kite
 - 3.14. Deanne Cullingford
 - 3.15. Steven Cullingford
 - 3.16. Frances Day
 - 3.17. Raymond Day
 - 3.18. Vikkie Taylor
 - 3.19. Naomi Taylor
 - 3.20. Christopher Taylor
 - 3.21. Yvonne Koolmatrie
 - 3.22. Florence Ann Wilson
 - 3.23. Norman James Wilson
 - 3.24. Trevor William Wilson
 - 3.25. Johnathon Desmond Wilson
 - 3.26. James Richard Koolmatrie
 - 3.27. Rhonda Margaret Koolmatrie
 - 3.28. Isaac Coen Lindsay
 - 3.29. Tameka Yvonne Lindsay
 - 3.30. Christopher John Koolmatrie
 - 3.31. Yvonne Ruby Koolmatrie
 - 3.32. Cindy Lee Koolmatrie
 - 3.33. Rhiannon Lee Fields
 - 3.34. Narissa Fields

4. Principles of incorporation into the Antakirinja Matu -Yankunytjatjara Native Title Claim Group according to traditional laws and customs include:
 - 4.1. being of Aboriginal descent; and
 - 4.2. having a connection with the claim area in accordance with the traditional laws and customs of the native title group including, but not limited to:
 - 4.2.1. the principle of descent from their ancestors;
 - 4.2.2. the principle of descent by means of claim group members' association with spiritual ("Dreaming") sites and areas within the claim land;
 - 4.2.3. biological descent;
 - 4.2.4. classificatory descent, and
 - 4.2.5. by means of adoption

“ATTACHMENT B”

(NO CHANGE)

Areas within the external boundaries that are not covered by the Application:

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

In particular the following are excluded:

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

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

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

- 1) The creation or establishment of:
 - a) a permanent public work
 - b) a dedicated road; and
 - c) an act of adverse dominion where such an act was:
 - i) authorised by valid legislation; or
 - ii) authorised or required by the condition of a valid Crown Grant, vesting or other interest
 - d) an unqualified grant of an estate in fee simple
- 2) The grant of:
 - a) a scheduled interest (see s249C of the Act), including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and conditions of the lease;
 - b) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249);
 - c) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246);

- d) a lease for the provision of community services or amenities within a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see s249A).

ATTACHMENT C

**Map showing the external boundaries of
the area covered by the application SAD
6007/98: Antakirinja Matu-Yankunytjatjara**

Antakiirinja Matu - Yankunytjatjara

SG6007198: Antakirinja Matu - Yankunyitjara
(SC95/7)

NOTE: To determine areas subject to claim within the external boundary, reference to the Application description is necessary.
Map created by: Geospatial Services,
National Native Title Tribunal (10/02/2005)
Application boundary data sourced from & used with the permission of DEH (SA)
Pastoral lease data sourced from Dept of Environment and Heritage, SA (1993).
Cadastral/Tenure sourced from SA Gov. Dept of Environment & Heritage and Dept of Administrative & Information Services (Dec2003/Dec2003).

Topographic vector data is @ Commonwealth of Australia (Geoscience Australia) 2001. Conservation estate data sourced from Dept of Environment and Heritage, SA (2002).

Pastoral Lease

Conservation Reserve

Aboriginal Lands

Woomera Prohibited Zone

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



NORTH

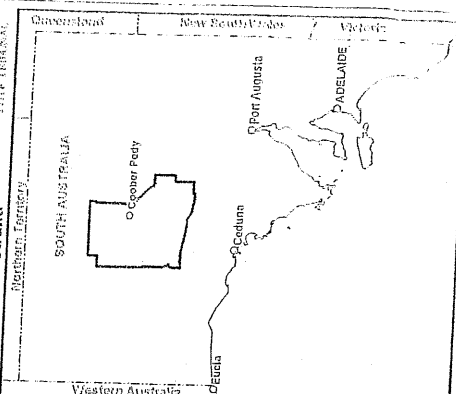
0 25 50

KILOMETRES

Latitude and Longitude based on Geocentric Datum of Australia 1994
Non Projection

Q10. What is the name of the file that contains the information about the current project?
A10. `Q10.INFO` (located in the same directory as the project file).

Location of SC95/7 within South Australia



ATTACHMENT R

**CERTIFICATE PURSUANT TO
s.202(4)(d) Native Title Act 1993 (as
amended)**



**Aboriginal
Legal
Rights
Movement
Inc.**

ABN 32 942 723 464

ADELAIDE
321-325 King William Street
Adelaide SA 5000
DX 239
Ph (08) 8113 3777
Fax (08) 8211 7618

NATIVE TITLE UNIT
Level 4
345 King William Street
Adelaide SA 5000
DX 239
Ph (08) 8110 2800
Fax (08) 8211 7424

CEDUNA
cnr East Tce & Merghiny St
PO Box 419
Ceduna SA 5690
DX 51904
Ph (08) 8625 2432
(08) 8625 2200
Fax (08) 8625 3093

MURRAY BRIDGE
3-5 Bridge Street
PO Box 763
Murray Bridge SA 5253
DX 51215
Ph (08) 8532 4788
Fax (08) 8531 1015

PORT AUGUSTA
12 Church Street
PO Box 1771
Port Augusta SA 5700
DX 51023
Ph (08) 8642 4366
Fax (08) 8642 4650

PORT LINCOLN
30 Ravendale Road
PO Box 800
Port Lincoln SA 5606
Ph (08) 8683 4160
Fax (08) 8683 4160

Reply To: Native Title Unit

Your Reference:
Our Reference:

COPY

10 December 2004

Mr Christopher Doepel
National Native Title Tribunal
PO Box 9973
PERTH WA 6848

Dear Mr Doepel

**Amendments to Native Title Claim Group Description & Name
Federal Court Application SG6007/95
ANTAKIRINJA native title claim**

In May 2004, Agreements were executed between the Antakirinja and Ted Roberts native title claim groups, and the Antakirinja and Kokatha Munta native title claim groups.

Pursuant to action arising out of those agreements, the Antakirinja native title claim group has now authorised its applicants to make amendments to its native title claim group description, and to the name of its native title claim.

The Aboriginal Legal Rights Movement Inc ("ALRM") is the recognised Native Title Representative Body under section 203AD of the *Native Title Act 1993* (Cth) for all of the area covered by SG 6007/95.

For the purposes of Sections 203BE(4) of the *Native Title Act 1993*, so far as it may be relevant, the ALRM certifies that in its opinion:

- (a) all the persons in the native title claim group have authorised the applicant to make the further amended application and to deal with matters arising in relation to it; and
- (b) all reasonable efforts have been to ensure that the application describes or otherwise identifies all the other persons in the native title claim group.

The ALRM Inc has relied on the following information in providing this certification:

1.

Central West Mediation Strategy Meeting, Spear Creek, 19th-24th May 2004

- 1.1 This was a formal mediation conducted by the National Native Title Tribunal and facilitated by ALRM, for the purpose of resolving overlaps between the nine native title claim groups involved in the Central West region.
- 1.2 As an outcome of the mediation, the Antakirinja native title claim group executed Agreements with the Ted Roberts and Kokatha Munta native title claim groups.

5

- 1.3 Under these Agreements, the Ted Roberts and Kokatha Munta native title claim groups agreed to withdraw their areas of overlap with the Antakirinja claim area, in exchange for the opportunity to become members of the Antakirinja native title claim group.
- 1.4 Members of the Antakirinja, Ted Roberts and Kokatha Munta Native Title Management Committees, nominated Senior Elders, and Senior Lawmen and women from Anangu Pitjantjatjara Yankunytjatjara lands, Yalata, Oak Valley and Tjuntjunjara communities, attended and participated in the six-day mediation conference.
- 1.5 Also in attendance throughout the mediation and preparation for it were ALRM staff, members of the National Native Title Tribunal, and various independent expert consultants including lawyers, anthropologists, interpreters and geo-spatial (mapping) experts.

2.

Antakirinja Certification Meeting at Coober Pedy, 31st August – 1st September 2004

- 2.1 Pursuant to the Agreements reached between the Antakirinja, Ted Roberts and Kokatha Munta native title claim groups, a meeting was called shortly thereafter and facilitated by the Aboriginal Legal Rights Movement Inc.
- 2.2 The main purpose of the meeting was to determine whether the claim group description for the Antakirinja native title claim should be amended, so as to incorporate those persons on whose behalf the Kokatha Munta and Ted Roberts native title claims had been made.
- 2.3 For the following reasons and for the purposes of Section 203BE(4) of the *Native Title Act 1993*, ALRM is of the opinion that all the persons included in the amended native title claim group description for Antakirinja in consequence of the Spear Creek Agreements were invited to, and did attend, this meeting.
 - 2.3.1 Approximately 170 native title claimants attended the meeting.
 - 2.3.2 It has been established through cross-checking the attendance lists taken each day with the "claim authorisation"¹ form that of those persons who attended:
 - 2.3.2.1 All the named applicants for the Antakirinja, Kokatha Munta and Ted Roberts native title claims attended;
 - 2.3.2.2 All members of the Antakirinja Native Title Management Committee /ALMAC Governing Committee attended;
 - 2.3.2.3 All members of the Kokatha Munta and Ted Roberts Native Title Management Committees attended;

¹ Subsequent to the decision of the Full Federal Court in *Bolton on behalf of the Southern Noongar Families v State of Western Australia* FCA [2004] 760, ALRM developed a claim authorisation form to determine how attendees at community meetings connect to relevant native title claim group descriptions.

S

- 2.3.2.4 All of the core family groups comprising the Antakirinja, Kokatha Munta and Ted Roberts native title claim groups were represented;
- 2.3.2.5 Senior men and women from the Antakirinja, Kokatha Munta and Ted Roberts claim groups attended;
- 2.3.2.6 Several Senior Lawmen and women from the Maralinga Tjarutja and Anangu Pitjantjatjara / Yankunytjatjara lands and Oak Valley community who were in attendance at the Spear Creek meeting in May 2004 attended.
- 2.3.2.7 Detailed information was gathered from those persons in attendance by ALRM Anthropological staff regarding the identity of those persons that may hold native title in the area covered by the Antakirinja claim and, in particular, those areas where the Kokatha Munta and Ted Roberts native title claims overlap the Antakirinja claim.

2.3.3 The meeting was notified in the following manner:

- 2.3.3.1 Individual notices with accompanying Agenda and Map were sent to the persons named in named as the applicant in the Antakirinja, Kokatha Munta and Ted Roberts native title claims, to members of those Native Title Management Committees, and to all members of the general native title community known to ALRM Inc, and on whose behalf those claims have been made.
- 2.3.3.2 ALRM Inc notes that approximately 115 individual letters were sent to such persons.
- 2.3.3.3 Public Notices appeared on 26th August 2004 in the Coober Pedy Regional Times, on Imparja Television on 11th, 13th, 16th, 18th, 20th, 21st, 23rd, 25th, and 27th of August 2004, and Notice of the Meeting was extensively broadcast on Umeewarra Aboriginal Media radio station.

- 2.4 For the purposes of Section 203BE(4) of the *Native Title Act 1993*, ALRM is of the opinion that all the persons in the amended native title claim group description for Antakirinja in consequence of the Spear Creek Agreements, authorised the applicants for the Antakirinja claim to
 - a) amend the Antakirinja native title claim group description to include the Kite Family and Tunkin Family from the Kokatha Munta claim, the Ted Roberts family from the Ted Roberts claim, and Inawantji Mary Carrol and her family; and
 - b) amend the name of the application.



- 2.5 For the following reasons, ALRM is of the opinion that such authorisation was provided in accordance with Section 251B(a) of the *Native Title Act* (Cth) 1993:
 - 2.5.1 A comprehensive explanation of the background and content of the Agreements reached at Spear Creek was provided by the Executive Officer of the ALRM Native Title Unit, ALRM's Legal adviser and the legal representative of the Antakirinja native title claim group;
 - 2.5.2 A comprehensive explanation of the meaning of authorisation under the *Native Title Act* (Cth) 1993 was provided by the legal representative of the Antakirinja native title claim group, including the requirement contained in Section 251B(a) of that Act;
 - 2.5.3 Presentations were given by several members of the Antakirinja native title claim group, named applicants and senior men and women who were involved in negotiating the Agreements reached at Spear Creek on behalf of their communities;
 - 2.5.4 Mr John Kite, Mrs Rose Hillman and Mr Warren Tunkin spoke on behalf of the Kokatha Munta native title claim group.
 - 2.5.5 Mr Ted Roberts and Mr Kenneth Roberts spoke on behalf of the Ted Roberts native title claim group.
 - 2.5.6 The persons named in paragraphs 2.5.3, 2.5.4 and 2.5.5 spoke about their traditional connection to the country covered in the area of overlap between the Antakirinja, Kokatha Munta and Ted Roberts native title claims, and about the process of traditional decision making that must be followed when considering whether or not to amend the native title claim group description for the Antakirinja claim;
 - 2.5.7 The community reached agreed consensus that authority for the Antakirinja native title claim group continues to be given in accordance with a process of traditional decision making.
 - 2.5.8 Having followed the process of traditional decision making identified at paragraph 2.5.7, the following authorisation was achieved and formalised in the following resolutions:
 - 2.5.8.1 *The community accepts the traditional form of decision-making process of the group.*
 - 2.5.8.2 *The meeting accepts the agreements made in principle by the ALMAC governing committee at Spear Creek.*
 - 2.5.8.3 *The community authorises its applicants to amend the Antakirinja native title claim group description to include the Kite, Warren Tunkin, and Ted Roberts families, and Inawantji Mary Carrol's family.*

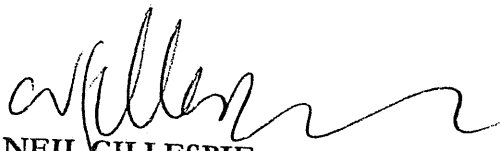
2.5.8.4 *The community authorises its applicants to amend the native title application's name to "Antakirinja Martu- Yankunytjatjara" Native Title Claim.*

2.5.9 As a result of years of close involvement with the Antakirinja native title claim, and having analysed relevant materials and attending the meetings noted above, ALRM Anthropological staff are satisfied that:

- a) the Antakirinja native title group has a process of traditional decision making concerning the authorisation of applicants to make amendments to its native title claim group description; and
- b) all the persons in the Antakirinja native title claim group have authorised the applicant to amend the native title claim group description, and the name of the application, pursuant to that process of traditional decision making.

If you require any further information please contact Osker Linde, Native Title Unit, Aboriginal Legal Rights Movement Inc on (08) 8110 2800 or email oskerl@nativetitlesa.org

Yours sincerely,



NEIL GILLESPIE
CHIEF EXECUTIVE OFFICER
Aboriginal Legal Rights Movement Inc

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

1. Tax Invoice for GST component

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

2. Payment by the Company to the State

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

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

2.2 Where the relevant PPL incorporates Overlap Area, but does not incorporate any other part of the Claimed Land or Other Claimant Land, then 0.5% of the value at the well head of Petroleum produced and sold therefrom;

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

(a) affected by surface infrastructure; and/or

(b) the PPL area; and/or

(c) the production field located within the PPL area

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

2.4 Any Production Payment associated with Petroleum produced and sold pursuant to this Schedule 3 prior to the grant of a PPL will be paid:

(a) 50% to the Native Title Party if from a well located in an Overlap Area;
or

SCHEDULE 3: PAYMENTS TO THE NATIVE TITLE PARTIES PURSUANT TO CLAUSE 8

- (b) 100% to the Native Title Party where production is from a well in the Claimed Area but not in an Overlap Area.

3. Mechanism for agreeing sharing of Production Payment

- 3.1 As soon as practicable after execution of this Deed by the Parties and in any event within 12 months from the grant of the Licences and prior to the grant of a PPL, the Native Title Party shall meet with and negotiate in good faith with the Other Claimants, with a view to agreeing an equitable mechanism for sharing of the Production Payment having regard to the principles and procedures set out in this paragraph 3.
- 3.2 In this paragraph 3 the Native Title Party and the Other Claimants are called "the **Negotiating Parties**".
- 3.3 At the request of the Negotiating Parties or any of them, the State and/or the Company may participate in any negotiations conducted under this paragraph 3 for the purpose of providing the Negotiating Parties with the benefit of any technical advice or industry experience which might reasonably be expected to assist the Negotiating Parties in reaching an equitable agreement as to the sharing mechanism to be applied to the Production Payments.
- 3.4 Unless otherwise mutually agreed by the Negotiating Parties, any mechanism for sharing of the Production Payment, whether based on the location of surface infrastructure, area of a PPL or of a production field falling within the relevant claim boundaries, or a combination of those considerations, the principle that the proportion of any payment relating to an Overlap Area is to be shared on a 50/50 basis as between the Native Title Party and the Other Claimant whose claim area falls within the Overlap Area shall apply.
- 3.5 On reaching agreement as to the appropriate sharing mechanism to be applied to the Production Payment, the Negotiating Parties shall enter into a Deed recording the terms of that agreement, which deed shall include a direction to the Company to provide relevant invoices and to the State to administer and pay the Production Payment in accordance with the agreed mechanism.
- 3.6 If a Production Payment falls due prior to agreement being reached between the Negotiating Parties in accordance with paragraph 3.5 of this Schedule 3, the Company shall pay the total Production Payment of 1% of the value at the well head of Petroleum produced and sold from the relevant PPL to the State in accordance with this Deed and the State shall hold the Production Payment in a trust account maintained by the State for the benefit of the Negotiating Parties pending resolution of the sharing mechanism and receipt of the direction referred to in paragraph 3.5 of this Schedule 3.
- 3.7 If within 12 months after grant of the Licences, the Negotiating Parties have not met or having met are unable to reach agreement on the appropriate

SCHEDULE 3: PAYMENTS TO THE NATIVE TITLE PARTIES PURSUANT TO CLAUSE 8

sharing mechanism in accordance with this paragraph 3, then the Negotiating Parties, or any of them may refer the matter for resolution as a dispute and the dispute resolution mechanism set out in Item 24 and Annexure D to Schedule 4 of this Deed shall be applicable, with the exception that:

- (a) references to the Company and the Native Title Party in those provisions shall be read to mean each of the Negotiating Parties; and
- (b) the matters to which the Minister shall have regard in appointing the mediator under Item 24.6(b) thereof and the matters to which the mediator shall have regard in conducting the mediation under Item 24.6(c) thereof shall be those matters set out in this paragraph 3 of this Schedule 3.

4. Calculations to follow Petroleum Act

- 4.1 Value at the well head of Petroleum produced and sold is to be calculated in the same way that "value at the well head of Petroleum" is calculated pursuant to section 43(8) of the Petroleum Act (as at the date hereof) where the sale price is bona fide and to an arms length purchaser **PROVIDED** that the "Guidelines for Payment of Royalty and Provision of Information" issued by the Department of Primary Industries and Resources of South Australia from time to time (a copy of the current version of which is annexed to this Schedule 3) shall be applied *mutatis mutandis* as if the reference to the royalty rate of 10% therein were a reference to 1%.
- 4.2 In calculating the value of Petroleum at the well head neither the Production Payment nor the statutory royalty payable to the State under the Petroleum Act shall be treated as a deduction or outgoing to any extent.

5. Good and Services Tax

5.1 Acknowledgement

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

5.2 GST Gross-Up

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

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

SCHEDULE 3: PAYMENTS TO THE NATIVE TITLE PARTIES PURSUANT TO CLAUSE 8

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

5.3 *Interpretation*

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

Schedule 3 – Guidelines for payment of Royalty Provision of Information

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

PETROLEUM ACT 2000

PRODUCTION LICENCE

GUIDELINES FOR PAYMENT OF ROYALTY AND PROVISION OF INFORMATION

(1) Payment of Royalty

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

(2) Calculation of Royalty

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

- (a) a sum calculated by writing off on a straight line basis together with interest on the written down value at the rate provided in clause (3)(c), over a period of ten (10) years commencing from the month the expense was incurred (or such lesser period as may be determined as being the life of the field) the actual capital expenses incurred by the Producer in respect of all plant used for the purposes of treating, processing or refining of the 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

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in respect of any production licence, associated facilities licence or pipeline licence, provided however that:

- (i) The amount of such deduction will be reduced by the amount obtained upon the sale of any item of plant which has not been depreciated or which has been fully depreciated, but not so as to reduce the deduction below zero,
 - (ii) If any such expenses are incurred pursuant to any agreement which is not *bona fide* or arms length, such expenses (or part thereof) shall not be deducted; and
 - (iii) Any expenses allowed as a deduction under clause (2)(a) or (2)(b) or (2)(d),
- (d) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer pursuant to a *bona fide* arms length agreement to lease any plant used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser provided however that any such expenses in any one calendar year which is in excess of:
- (i) In the calendar year 200... - the sum of \$.....;or
 - (ii) In all subsequent calendar years, the sum of \$.....increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) for the City of Adelaide ("CPI") from the CPI in the calendar year 200...to the CPI in the relevant year shall not be deductible,
- (e) a sum being the actual expenses (other than expenses upstream of the wellhead) incurred by the Producer in rehabilitating the ground surface and site of plant and the actual expenses incurred in dismantling, removing or abandoning of such plant less any salvage obtained thereon where such plant is used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser and the actual expenses incurred in rehabilitating the ground surface and site of a well of the type described in clause (3)(b) and the actual expenses incurred in abandoning such well but not including any costs incurred as a result of the loss of control of any well.

(3) Further provisions regarding calculation of Royalty

- (a) For the purposes of clause (2):-
 - (i) in each month the arms length sales value of the substance means the value of the actual sales in respect of the substance described in clause (1) in that month provided however that if any substance is not supplied to a *bona fide* arms length purchaser, not sold for full market value, or returned to a natural reservoir for later production, destroyed, dissipated or used by the Producer not in accordance with Section 43(3) of the Act, the gross sales value of such substance shall be the amount which would have been received in respect of such substance from a *bona fide* arms length purchaser for full market value;

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- (ii) the term “plant” includes but is not limited to:
 - (A) Any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or refining of the substance prior to the delivery or in transporting the substance to the point of delivery to the purchaser; or
 - (B) Any pipeline;
- And
- (iii) “wellhead” means the casing head and includes any casing hanger or spool, or tubing hanger, and any flow control equipment up to and including the wing valves.

(b) Non Producing Wells

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

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of Plan

Notwithstanding the provisions of clause (2), if an item of plant is sold by a Producer (“the first Producer”) to another Producer, or to a company that becomes a successor or assign of the first Producer (“the second Producer”),

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

(4) Royalty Returns

- (a) Not later than thirty (30) days after the conclusion of each calendar month, the Licensee will calculate and notify to the Minister the royalty, calculated by taking the *bona fide* sales value of the substance sold in that month, and

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deducting therefrom the most recent estimated monthly expenditure provided under clause (4)(c), payable by each Licensee. The Licensee shall with each such notification provide the Minister with a statement, in a form approved by the Minister, advising of the quantity of the substance sold and the amount realised upon such sale during the last preceding month, together with such other information as the Minister may require.

- (b) The Licensees shall not later than thirty (30) days after the conclusion of each calendar month pay to the Minister the amount of royalty specified in the notice referred to in clause (4)(a) as payable.
- (c) On or before each 15th March (in respect of the next succeeding twelve (12) month period commencing 1st July), the Licensee shall *bona fide* estimate the sales volume of the substance, the sales value of the substance, the allowable deductions apportioned between capital and operational deductions and hence calculate the estimated royalty payable for the next succeeding twelve (12) month period and shall provide the Minister with such estimates, together with the apportionment thereof on a monthly basis. A review of such forecast will be required if significant change to the forecast is evident. The Licensee will be required to provide a bona fide forecast as necessary for up to a period of 5 financial years including detail as referred to above but excluding a monthly apportionment for all but the preceding twelve (12) month period.
- (d) Not later than thirty (30) days after the completion of each twelve (12) month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 3 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.
- (e) The Licensee shall not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June pay to the Minister the additional royalty calculated in accordance with the reconciliation referred to in clause (4)(d) as payable by the Licensee.
- (f) The Licensee shall at its cost cause the royalty calculation reconciliations submitted by the Licensee to be audited by the auditor appointed by the Licensee to audit its own accounts (provided that such auditor must be a duly registered auditor in Australia) and the Licensee shall forward a copy of the auditor's report in respect of a particular reconciliation within 3 months of the receipt of such reconciliation by the Minister, such report to be accompanied

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by a certificate by the auditor that the reconciliation is in accordance with these guidelines.

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

SCHEDULE 4 – ABORIGINAL HERITAGE PROTECTION

1. Interpretation and Other Matters

- 1.1 The definitions and rules of interpretation contained in Clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.
- 1.2 Unless the contrary intention appears in this Schedule a reference to the Company, includes the employees, servants, agents, contractors and sub-contractors of the Company engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Company shall, where the Company has engaged an agent, contractor or sub-contractor to undertake any activity which the Company is required or authorised to undertake under this Schedule, be construed as an obligation or duty upon the Company to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.
- 1.3 The items in this Schedule shall prevail over any inconsistent provisions in any Annexure to this Schedule.

2. Definitions

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

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

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

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

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

“Cultural Confidence” means any cultural information including information held in an Aboriginal Record disclosure of which is by tradition restricted or forbidden;

“Deed” means the Deed to which this Schedule is attached;

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

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

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

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

“Report” means a written report about a Clearance provided by the Native Title Party to the Company described in item 11;

“Scouting Team” means the persons referred to in Item 10;

“Seismic Line Access Corridor” means a corridor of up to 500 metres on each side of a proposed or existing seismic line or access road, or as otherwise agreed between the parties and which has been inspected and cleared in accordance with items 9, 10 and 11 and Annexure A;

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

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

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

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

3. Undertakings by the Company

The Company undertakes:

- 3.1 to grant to the Native Title Party the rights and privileges as set out in this Schedule; and
- 3.2 subject to compliance on the part of the Native Title Party and ALMAC with their respective obligations hereunder, the Company will comply with the terms and conditions on the Company’s part herein contained and shall make

payments in accordance with this Agreement to ALMAC of the amounts to which ALMAC is entitled from time to time as provided in this Schedule 4.

4. Reconnaissance Surveys of Licence Area by the Company

- 4.1 The parties acknowledge that prior to the date of execution of the Deed, the Company has awaited grant of the Licences and accordingly has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for other Petroleum Operations on the Licence Area ("**Reconnaissance Surveys**").
- 4.2 Notwithstanding the provisions of this Schedule 4 relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order to efficiently carry out the purposes of this Schedule, it may be necessary for the Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in items 9, 10 and 11 and Annexure A hereof do not apply to Reconnaissance Surveys where ALMAC has consented to activities following a preliminary consultation convened with a representative of the Native title Party for the purpose of the Company explaining to the Native Title Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably withheld).

5. Land Access and Occupation

- 5.1 The Native Title Party and ALMAC acknowledge the grant to the Company of Licences in respect of the Licence Area authorise the Company, its contractors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.
- 5.2 ALMAC may object in writing upon reasonable grounds to a person having access to the Licence Area and the Company shall ensure that, as far as is possible within its power, such person or persons shall not enter upon the Licence Area.

6. Identification

- 6.1 The Company shall notify ALMAC of the name of the representative of the Company responsible for Petroleum Operations from time to time on the Licence Area, such notice to be given fourteen (14) days in advance, in writing where practicable.
- 6.2 The Company shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and

cleared in accordance with clauses 9, 10 and 11 and Annexure A of this Schedule and to comply with all conditions consistent with this Schedule.

7. Petroleum Operations

The Company shall at all times upon the Licence Area:

- 7.1 comply with the provisions of the Petroleum Act and the licences granted to the Company thereunder;
- 7.2 comply with the environment protection procedures required by all Applicable Laws relevant to its Petroleum Operations;
- 7.3 conduct itself in accordance with good and accepted petroleum industry practice standards;
- 7.4 ensure that as far as is reasonably practical its Petroleum Operations cause minimum disturbance to the Licence Area; and
- 7.5 use good and accepted petroleum industry practice to avoid oil spills or blowouts.

8. Notification of Operations

- 8.1 Subject to the provisions of items 9, 10 and 11 and Annexure A hereof, the Company shall provide ALMAC at least sixty eight (68) days in advance of Petroleum Operations being conducted in the Operational Area a written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of the proposed Work Program, namely:
 - (a) the proposed location of seismic lines and access roads;
 - (b) the proposed approximate location of Work Sites;
 - (c) the proposed method of seismic operations (specifically whether two or three dimensional seismic operations over specific areas) and other consequential operations, including exploration drilling and testing and the proposed construction or use of access roads in such operations;
 - (d) the major items of equipment proposed to be used;
 - (e) the location of any proposed earthworks for the disposal of any waste material arising out of Petroleum Operations;
 - (f) the location of any proposed earthworks for minimising environmental disturbance or pollution, including oil spills and blowouts;

- (g) the proposed site and nature of any buildings or structures (including pipelines and associated facilities); and
 - (h) any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.
- 8.2 Prior to the expiration of fourteen (14) days (or such other period as the parties agree) after the Company has requested a Clearance and provided the particulars of its proposed Work Program in accordance with item 8, the Company and ALMAC by their respective representatives and advisors, shall meet. The purpose of such meeting shall be:
 - (a) to discuss the proposed Work Program and its practical implementation including matters such as access to existing tracks, topography, the Work Program envisaged (including disturbance to the physical environment) and the major items of equipment to be used;
 - (b) to identify aspects of the proposed Work Program and proposed Clearance where efficiencies can be implemented; and
 - (c) to discuss arrangements for preliminary access by the Company for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment.
- 8.3 If ALMAC is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to item 8.1, ALMAC may, prior to the proposed commencement of Petroleum Operations request the Company to provide and the Company shall provide, reasonable further particulars of such proposed operations.
- 8.4 ALMAC may object to the proposed Petroleum Operations referred to in item 8.1, provided:
 - (a) the objection is made in writing within fourteen (14) days of receipt of the Work Program; and
 - (b) the matter objected to is likely to have a material adverse impact or cause substantial disturbance to native title rights and interests in the Licence Area.
- 8.5 In the event that ALMAC has a specific objection to any part of the particulars of the Petroleum Operations supplied by the Company under item 8.1, or to any substantial change therein of which notice has been given under item 8.8:
 - (a) ALMAC shall refer such objection for resolution pursuant to item 24 within fourteen (14) days of being supplied with such particulars or given such notice;

-
- (b) that part of the existing, intensified or changed operational program to which objection is taken shall not commence until the objection is resolved pursuant to item 24;
 - (c) provided always that objection may only be taken where the matter objected to is likely to have a material adverse impact upon or cause substantial disturbance to native title rights in the Licence Area.
 - (d) if no such specific objection is raised within the said fourteen (14) day period by ALMAC, the Company may proceed on the basis that the particulars provided by the Company pursuant to this item 8 constitute the details of the Work Program for its Petroleum Operations.
- 8.6 Where ALMAC receives a request for Clearance pursuant to item 8.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work program is substantially similar to the current request) in accordance with the terms and conditions of this Schedule, ALMAC shall by notice in writing within two (2) weeks of the request notify the Company that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Schedule and subject to any conditions applicable to that Clearance.
- 8.7 There can be no material modification or alteration of any part of a Work Program without the written consent of ALMAC. For this purpose ***“material modification or alteration”*** means a modification or alteration:
- (a) of any Operational Area other than a reduction in the size of that area; or
 - (b) of any Petroleum Operations to be carried out at an Operational Area which is reasonably likely to result in a substantially greater environmental impact than that arising from the existing Work Program.
- 8.8 The Company shall give notice to ALMAC if the Company at any time propose to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with item 11.6.
- 8.9 Subject to the Aboriginal Heritage Act 1988 (South Australia), where the Company has duly complied with the processes required of it:
- (a) pursuant to item 8.1, and no Clearance is conducted within 68 days (or such later time as the parties agree in writing); or
 - (b) pursuant to item 8.1 for the circumstances set out in item 11.6(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or

- (c) pursuant to item 8.8 for the circumstances set out in item 11.6(c) and no Clearance is conducted within 2 days (or such later time as the parties agree in writing)
then it is acknowledged the Company shall be at liberty to proceed with its Petroleum Operations at its risk.

9. Inspection and Clearance

- 9.1 The parties shall conduct all activities under this clause in accordance with Annexures A and B.
- 9.2 The parties acknowledge that this Schedule is made for the purpose, inter alia, of providing a Clearance as a workable and effective arrangement to avoid disturbance to Areas of Significance and thereby avoid disputes between them.
- 9.3 The Company will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Company's representative shall:
- (a) be responsible for identifying the location of proposed seismic lines, access roads and other areas of proposed activity; and
 - (b) where possible, relocate these where, upon advice from the Scouting Team, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and
 - (c) have authority to agree any conditions with the Scouting Team so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to item 11 hereof.
- 9.4 The Company's representative shall accompany the Scouting Team when required to do so subject to the Scouting Team's ability to exclude the Company's representative from its internal discussions and deliberations in the field.
- 9.5 In the event that a proposed Operational Area is not cleared by the Scouting Team the Specialist shall advise the Company's representative to that effect and the Company's representative may propose alternative Operational Areas during the course of the Clearance provided that:
- (a) any such alternative Operational Areas do not constitute a material modification or alteration to the Work Program referred to in item 8.8; and
 - (b) in undertaking any Clearance of alternative Operational Areas the Scouting Team is not required to remain in the field for any additional period of time beyond two days, unless agreed otherwise.

- 9.6 Subject to the *Aboriginal Heritage Act 1988 (South Australia)* the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by ALMAC pursuant to this Schedule in which case neither the Native Title Party nor ALMAC shall complain that Petroleum Operations conducted in accordance with items 8, 9, 10, and 11 hereof interfered with any Areas of Significance. The Company shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.
- 9.7 The Company will:
- (a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with items 9, 10 and 11 and Annexure A;
 - (b) comply with the conditions of the Clearance (as referred to in item 9); and
 - (c) instruct its contractors, its employees, agents and visitors accordingly in relation to its obligations under sub-paragraphs (a) and (b) hereof.

10. Scouting Team

- 10.1 At the cost of the Company in accordance with a Budget, the Native Title Party and ALMAC will identify and ALMAC will organise the members of a Scouting Team for the purposes of this item 10 and Annexure A and will ensure that the Scouting Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed Work Program in accordance with Annexure A.
- 10.2 Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Scouting Team shall be to:
- (a) determine whether the seismic lines, access roads or Work Sites or any other activities described in the Work Program are likely to disturb, damage, or interfere with Areas of Significance;
 - (b) give advance warning to the Company's representative nominated to assist the Scouting Team to enable the Company's representative to relocate parts of seismic lines, access roads or Work Sites or any other activities described in the Work Program in order to avoid and protect Areas of Significance;
 - (c) show reasonable diligence in preparing for and carrying out such work while the Company meets its obligations pursuant to this Agreement; and

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

10.3 Scouting Team Composition

The Scouting Team will comprise:

- (a) up to two (2) qualified Specialists of appropriate gender to be engaged by the Representative Corporation with the concurrence of the Company (which concurrence will not be unreasonably withheld); and
- (b) the number of persons required to ensure the integrity of the Clearance up to a maximum of eight (8) persons consisting of such numbers of men and women as thought by the Native Title Party and the Representative Corporation to be appropriate in accordance with Aboriginal culture and tradition.

- 10.4 In respect of a Clearance or part of a Clearance relating to the Overlap Area or part of the Overlap Area, ALMAC shall, at the request of the Company give due consideration to whether it is appropriate and/or practical to carry out the Clearance in conjunction with the Overlapping Claimants and shall further consider, in all the circumstances, whether it is appropriate to appoint a lesser number of members to the Scouting Team and/or to appoint the Specialist(s) jointly with the Overlapping Claimants to assist in conducting the Clearance in that area. ALMAC agrees, at the request of the Company, to consult with the Company about a joint Scouting Team not later than the start of negotiations for setting a Budget in accordance with item 12.

11. Reports

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

11.2 The Report must:

- (a) identify those parts of the Operational Area which are given Clearance by the Native Title Party or denied Clearance by the Native Title Party;
- (b) identify any alternative Operational Areas for which clearance is given in accordance with the requirements set out in items 9.5 and 10.2(b);
- (c) describe any conditions on which the Native Title Party has provided the Clearance so as to minimise the impact of Petroleum Operations to Areas of Significance; and

(d) be signed by the Specialists.

- 11.3 Nothing in this Schedule compels the Native Title Party nor any member of the Scouting Team or ALMAC to disclose to the Company or to the Company's representative the location of Areas of Significance or any Cultural Confidences whatsoever with respect to the Licence Area.
- 11.4 The Native Title Party shall ensure that any Aboriginal persons accompanying the Scouting Team shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.
- 11.5 In the event that the Scouting Team determines it is necessary to deviate any proposed seismic line or access road, such deviation shall be made as small as possible and any deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site shall be minimised so far as possible.
- 11.6 In the event that the Company has obtained a Clearance pursuant to this Agreement and subsequent events cause the Company to require any material modification or alteration (as defined in item 8.7) to any part of the program of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:
- (a) the Company shall notify ALMAC as soon as practicable and request that the Scouting Team inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of this Schedule;
 - (b) in such cases (other than circumstances set out in the next subparagraph of item 11.6) the Native Title Party and ALMAC shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Company in writing of its consent to such material modification or alteration or ensuring the commencement by a Scouting Team of the inspection for Clearance of those areas as requested by the Company; and
 - (c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by the Company in accordance with subparagraph(a) of this item 11.6 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

12. Budgets and Payment by the Company for Clearance Work

- 12.1 ALMAC must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to item 8.1 submit to the Company a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Company and ALMAC to negotiate and agree a Budget.
- 12.2 Budgets must be proposed in substantially the form set out in Annexure C and be negotiated, agreed and adopted by the Company and ALMAC in writing within seven (7) days of ALMAC providing a proposed Budget to the Company.
- 12.3 The Company will make payment of expenditure in accordance with the agreed Budget to ALMAC as follows:
- (a) Budgeted costs in respect of Scouting Team member attendance, travel and accommodation costs, at the conclusion of the Clearance; and
 - (b) Specialist attendance, travel and accommodation costs within fourteen (14) days of receiving an invoice in respect of the same; and
 - (c) Administration costs, within fourteen (14) days of receipt of the Report and an invoice of all expenditure.
- 12.4 The Company must pay all reasonable costs, fees, disbursements and expenses incurred by ALMAC in carrying out a Clearance, in accordance with a Budget and subject to any agreement in writing to the contrary between the parties. In particular, the Company will reimburse ALMAC in accordance with an agreed Budget for ALMAC's reasonable costs for, inter alia:
- (a) the provision of suitable camping facilities and food for the Scouting Team;
 - (b) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts; and
 - (c) vehicle insurance, fuel and costs of any necessary and unavoidable repair required;
- in accordance with the Budget
- 12.5 In the event that there are at any time more persons forming part of the Scouting Team than specified in the Budget then the Company shall not be responsible for the expense of the additional person, unless otherwise agreed between the parties.
- 12.6 All monies payable by the Company pursuant to a Budget shall be paid to

ALMAC or to any legal representative from time to time notified by the Native Title Party to the Company. A receipt from the ALMAC or such legal representative shall be a full and sufficient discharge to the Company for any payments so made.

- 12.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Company and any Aboriginal person forming part of any Scouting Team arises by virtue of this Schedule, and that nothing contained in this Schedule will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Company. The Native Title Party and ALMAC will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986*, the *Occupational Health, Safety and Welfare Act 1986*, the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997* (both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which ALMAC engages or retains any person for the purposes of performing its obligations under this Schedule.
- 12.8 ALMAC will be responsible for the administration of all matters relevant to the conduct of the Clearance, including:
- (a) mobilisation of the Scouting Team members, travel budget receipts and disbursement of funds, and liaison with the Specialist; and
 - (b) taking all practical steps to ensure that the Aboriginal members of the Scouting Team are covered by a group personal accident insurance policy maintained by the State of South Australia in connection with Aboriginal heritage surveys.
- 12.9 The Company is responsible for and indemnifies and agrees to keep indemnified the members of the Scouting Team from and against all and any claims of whatever nature and however arising for personal injury or death or damage or destruction of personal property of the Scouting Team or any member of the Scouting Team to the extent caused or contributed to by any negligent act or omission of the Company, its employees, contractors or subcontractors.
- 12.10 The Company may nominate the use of such of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.

13. Removal of Employees

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

- (a) has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance;
- (b) has recklessly or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with items 9, 10 and 11 and Annexure A except where there is no damage to the interests of the Native Title Party; and
- (c) has acted in a disorderly manner on the Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to member of the Native Title Claim Group.

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

14. Instruction in Aboriginal Culture

- 14.1 The Company will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by this Schedule to ensure those person have an awareness and an understanding of:
- (a) native title;
 - (b) their obligations under the *Aboriginal Heritage Act 1988 (South Australia)*, the *Aboriginal and Torres Strait Islander Heritage Protection Act (1984) (Cth)*, the *Native Title Act* and this Agreement in relation to avoiding disturbance, damage and interference to any Area of Significance; and
 - (c) any other matters of which those persons are required to be cognisant by this Schedule.
- 14.2 Appropriate education for the purposes of item 14.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.
- 14.3 A Specialist to be engaged for the purpose of carrying out the education functions specified in this item shall be nominated by the Company with the concurrence of ALMAC (which concurrence shall not be unreasonably withheld).
- 14.4 The Company shall promote among non-Aboriginal people employed in Petroleum Operations knowledge, understanding and respect for the tradition and culture of the Native Title Claim Group.

- 14.5 The Company shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Company.
- 14.6 The Company shall consult and have regard to the views of ALMAC in relation to the formulation and presentation of the instruction referred to in item 14.5.
- 14.7 ALMAC shall, whenever so requested by the Company give all reasonable assistance to the Company in attaining the objectives of this item and shall be reimbursed by the Company for all reasonable expense incurred by it in so doing.

15. Company Covenants

The Company covenants with the Native Title Party that:

- 15.1 in connection with the conduct of Petroleum Operations by it on the Licence Area, the Company shall, in accordance with Applicable Law:
- (a) keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;
 - (b) take all precautions to reduce fire risk on the Licence Area; and
 - (c) ensure all well sites are capped or sufficiently fenced off after drilling so as to prevent injury to persons or stock.
- 15.2 where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Claim Group, ALMAC and persons accompanying them, relevant:
- (a) Driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and
 - (b) Induction procedures to meet all necessary workplace health and safety requirements
- as the Company normally provides to, or usually requires of, persons attending locations under the control of the Company
- 15.3 if at any time in the course of carrying out Petroleum Operations the Company (despite a Clearance) identifies any burial site or any archaeological or historical site or object, or any site or object which the Company suspects to be an Area of Significance or Aboriginal object or remains, then in addition to obligations under the *Aboriginal Heritage Act*

1988 (South Australia) and the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth) the Company will promptly report the location of such site or object to ALMAC.

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

16. Native Title Party' Covenants

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

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

17. Rights of the Native Title Party

- 17.1 The Company acknowledges that those members of the Native Title Claim Group have the right (pursuant to section 47 of the *Pastoral Lands Management and Conservation Act 1989*) except where their presence may cause danger to health and safety, or where their presence may interfere with the conduct of efficient Petroleum Operations:
- (a) to move freely throughout Operational Areas including all roads thereon; and
 - (b) to pursue customary and traditional activities in the Operational Areas.
- 17.2 The Native Title Claim Group, its members and agents shall be permitted the use of all roads constructed for the purpose of Petroleum Operations provided such use does not interfere with the conduct of efficient Petroleum Operations.
- 17.3 The use of roads in accordance with this item shall be subject to reasonable control by the Company for the purpose of safety and to priority of use by the Company for the purpose of Petroleum Operations without the Company undertaking any liability for such use.
- 17.4 ALMAC shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Native Title Party's and ALMAC's obligations under this Schedule save that any Specialist engaged by ALMAC for assistance with Clearances must be engaged with the concurrence of the Company in accordance with item 10.3(a).

18. Rights of the Company

- 18.1 The Company's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms and conditions of Licences granted.
- 18.2 In the exercise of that right the Company undertakes to observe and perform the terms of this Schedule and neither the Native Title Party nor ALMAC will cause the Company disturbance or interruption in the course of exercising that right and the discharge of the Company's legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.
- 18.3 In the event of any emergency situation occurring on a Licence Area at any time the Company may take such measures as it considers necessary in the circumstances in which case the provisions contained in items 9, 10 and 11

and Annexure A do not apply. The Company shall notify as soon as reasonably practicable, ALMAC of the emergency situation, and after the emergency consult with ALMAC in relation to further measures to be taken in respect thereof.

19. Reversion of Infrastructure

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

20. Field Development and Production

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

21. Force Majeure

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

- (a) the cause of the force majeure as far as possible shall be remedied

with all reasonable dispatch by such party; and

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

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

22. Confidential Information

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

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

23. Goods and Services Tax

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

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

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

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

23.4 For the purposes of the GST Act, the Company shall be regarded as having requested a tax invoice from ALMAC in respect of each taxable supply. Any tax invoice issued may be issued in addition to any other invoice that relates to the taxable supply.

23.5 If an adjustment event has occurred in respect of a supply made pursuant to or in connection with this Agreement, the party that becomes aware of the

adjustment event agrees to notify the other party on becoming aware of the adjustment event, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than 21 days after ALMAC becomes aware that the adjustment event has occurred.

- 23.6 ALMAC will issue to the Company an adjustment note in respect of a supply that is subject to an adjustment event covered by item 23.5 of this clause. Such adjustment note will be issued no later than 21 days after ALMAC becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.
- 23.7 Any disputes between the parties in relation to the operation or interpretation of this item shall be dealt with in accordance with the dispute resolution procedures in item 24 of this Agreement.
- 23.8 The parties agree to make any changes that are required to this clause to reflect any amendments made to the *GST Act* or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.
- 23.9 In this item 23:
- (a) **“Adjustment Event”** means an adjustment event for the purposes of the *GST Act* and includes any matter or thing that arises out of any error, any decision of a court in relation to the *GST Act* or a related Act, any ruling issued by the Commissioner of Taxation, any audit of the tax affairs of ALMAC or of the Company or the settlement of any dispute (including a dispute with the Commissioner of Taxation);
 - (b) **“Adjustment Note”, “GST”, “Price”, “Supply” “Tax Invoice” and “Taxable Supply”** have the same meanings as ascribed to those terms from time to time in the *GST Act*;
 - (c) **“GST Act”** means the *A New Tax System (Goods and Services Tax) Act 1999* and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the *A New Tax System (Goods and Services Tax Transition) Act 1999*.

24. Dispute Resolution

24.1 Guiding Principle

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

24.2 Priority of Procedures

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

24.3 Notice of Dispute

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

24.4 Response to Dispute

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

24.5 Negotiations

Senior representatives designated pursuant to the preceding paragraphs of this clause must, within ten (10) days (or within such further period as the senior representatives may agree is appropriate) after the receipt of the notice referred to in item 24.4 investigate, negotiate and endeavour to settle the dispute.

24.6 Mediation

- (a) If, within one (1) month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Annexure D hereto, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen (14) days, the mediator shall be appointed by the Minister for the time being responsible for the administration of the *Petroleum Act*.
- (b) The Minister (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:
 - (1) for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
 - (2) the statutory obligations and commercial imperatives of the Company;

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

- (c) The mediator, in conducting the mediation shall have regard to:
 - (1) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
 - (2) the statutory obligations and commercial imperatives of the Company.
- (d) If within one (1) month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one (1) month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.
- (e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.
- (f) None of the parties may commence court proceedings or arbitration concerning this Schedule unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Schedule may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory itself.
- (g) In any case, each party shall bear its own costs for the mediation.

24.7 Without Prejudice

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

25. Cessation of Activities

- 25.1 The Company shall notify the Native Title Party one (1) month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.
- 25.2 A surrender under item 25.1 is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.
- 25.3 Subject to the Minister's right to require a Company to undertake rehabilitation, notwithstanding that a licence is no longer held by the Company in relation to that land, the Company shall cease Petroleum

Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.

- 25.4 Upon the surrender withdrawal revocation or cancellation of the Company's Licence in respect of the Licence Area:
- (a) the Company shall pay to ALMAC any monies then payable or accrued which are due to ALMAC pursuant to this Schedule; and
 - (b) each party shall remain liable to the other party in respect of any liability it has to the other as a consequence of any prior breach of this Schedule;
- 25.5 Nothing in this Schedule shall be construed as imposing an obligation on the Company to carry out or complete any Petroleum Operations;
- 25.6 The parties obligations under items 7.1, 7.2 7.4, 15, 19 and 22 shall to the extent referred to therein survive any termination of this Schedule.

26. Employment Opportunities

The Company agrees to consider from time to time opportunities for the employment of members of the Native Title Claim Group and for the engagement of enterprises controlled by members of the Native Title Claim Group and to similarly encourage its contractors so to do.

**Annexure A:
Clearance Procedures**

1. ALMAC in consultation with the Native Title Party will provide a Scouting Team or Teams to undertake inspection and Clearing of locations for Petroleum Operations within the Licence Area if and when the requirement arises in accordance with item 10 of Schedule 4. The composition of the Scouting Team or Teams may vary from time to time as determined by the Native Title Party in consultation with the Company provided that the Scouting Team or Teams will at no time comprise more than 8 members of the Native Title Claim Group.
2. ALMAC in consultation with the Native Title Party will ensure that if required, both a male and a female Specialist are available to join the Scouting Team depending on the part of the Licence Area under consideration at any given time and the Area or Areas of significance that may be therein.
3. A Specialist, engaged according to item 10.3(a) of Schedule 4, will co-ordinate the Scouting Teams provided for in item 10 of Schedule 4 and will be responsible for conveying the results of the Scouting Team's inspections and assessments for Clearance of the Company's proposed Petroleum Operations under the terms of Schedule 4.
4. Subject to the terms of Schedule 4 the Native Title Party and ALMAC will ensure that a Scouting Team is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by the Company in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and ALMAC will ensure that the Scouting Team operates on a regular work schedule that coincides with and accommodates the Company's work schedule.
5. ALMAC will arrange suitable camping facilities for the Scouting Team.
6. ALMAC in consultation with the Native Title Party will ensure that persons who are members of the Native Title Claim Group (but in any event not exceeding the number of persons agreed with the Company) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.
7. The Company will provide or will arrange for the hire of sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Scouting Team while it is undertaking the inspection and Clearance process.
8. The Company will reimburse ALMAC in accordance with an agreed plan and Budget for ALMAC's reasonable costs for:
 - 8.1 Employing the services of the persons comprising the Scouting Team; and
 - 8.2 Providing food, accommodation and/or camping facilities and food to the Scouting Team;

in accordance with a Budget provided under Schedule 4.

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

10. Remuneration

10.1 *Scouting Team Members*

- (a) Consultant fully qualified anthropologist – such daily rate as is agreed between the Company and the Specialist from time to time; and
- (b) Claim Group member - \$350.00 per day including necessary travelling time to and from a Licence Area, adjusted from time to time in accordance with paragraph 11.

10.2 *Food for Scouting Team:*

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

11. CPI Review

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

Annexure B - Schedule of Events

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

McDonald Steed McGrath - Lawyers

2050127/Deed

Guidelines to Mediation

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

1. Role of Mediator

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

2. Conflict of Interest

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

3. Co-Operation

The parties must cooperate in good faith with the mediator and each other during the mediation.

4. Conduct of Preliminary Conference

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

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

6. Communications between Mediator and Parties

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

7. Confidentiality of the Mediation

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

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

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

9. Termination of the Mediation

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

10. Settlement of the Dispute

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

11. Enforcement of the Settlement Agreement

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

- 11.1 for the purposes of this clause; and
- 11.2 of the settlement agreement including evidence from the mediator and any other person engaged in the mediation.

12. Exclusion of Liability

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

13. Costs

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

**Petroleum Act 2000
S.115**

MEMORANDUM

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

1. These Licences granted on 3 October 2006 are hereby entered on the public register.
2. Interests in the licence are:-

SAPEX Limited

100%



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

Date: 3 October 2006

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

Petroleum Act 2000

PETROLEUM EXPLORATION LICENCE PEL 124

I, BARRY ALAN GOLDSTEIN, Director Petroleum and Geothermal, Minerals and Energy Resources, Primary Industries and Resources, in the State of South Australia pursuant to the provisions of the *Petroleum Act 2000* and all other enabling powers, for and on behalf of Paul Holloway, Minister for Mineral Resources Development (Minister), pursuant to delegation dated 28 March 2002, (refer Government Gazette dated 11 April 2002 page 1573), HEREBY GRANT to:

SAPEX Limited
ACN 093 661 164

(hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, to have effect for a term of five years and to expire on 2 OCTOBER 2011 and carrying the right to two further renewals subject to the provisions of the *Petroleum Act 2000*.

DESCRIPTION OF AREA

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

CONDITIONS

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

Year of Term of Licence	Minimum Work Requirements
One	Geological and Geophysical Studies
Two	Drill one well
Three	Drill one well
Four	Geological and Geophysical Studies
Five	Geological and Geophysical Studies

- 2 In the event that the Licensee during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit
- 3 The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of \$50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security"). The Security shall be lodged in the form of either;
 - (a) cash; or
 - (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,
- 3 1 Interest will not be payable by the Minister to the Licensee on any cash Security.
- 3 2 All charges incurred by the Licensee in obtaining and maintaining the Security shall be met by the Licensee.
- 3 3 If upon expiry, this Licence is not renewed and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensee
- 4 The Licensee must:
 - (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
- 5 The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability
- 6 The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 8 of the Deed dated 3 October 2006 between the Licensee, the Minister and the Antakirinja Matu-Yankunyjatjara Native Title Claim Group, entered into for the purposes of Section 31 of the *Native Title Act 1993*.
- 7 The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the *Petroleum Act 2000*, that the report also includes an assessment of the potential economic consequences for other licensees under the *Petroleum Act 2000* or *Mining Act, 1971* and owners of land, arising out of proposed regulated activities to be carried out in the licence area.

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

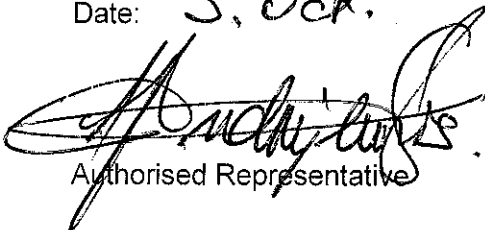
Date: 3 OCTOBER 2006



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

Signed by the said LICENSEE

Date: 3, Oct. 2006



Authorised Representative

Witness

A. J. ANDREJEWSKIS

Name

ABIGAIL STEED

Name

Managing Director

Position

SOLICITOR

Position

SAPEX Limited

Company

Company

PETROLEUM EXPLORATION LICENCE

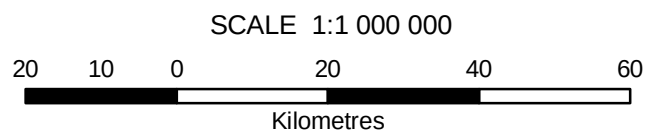
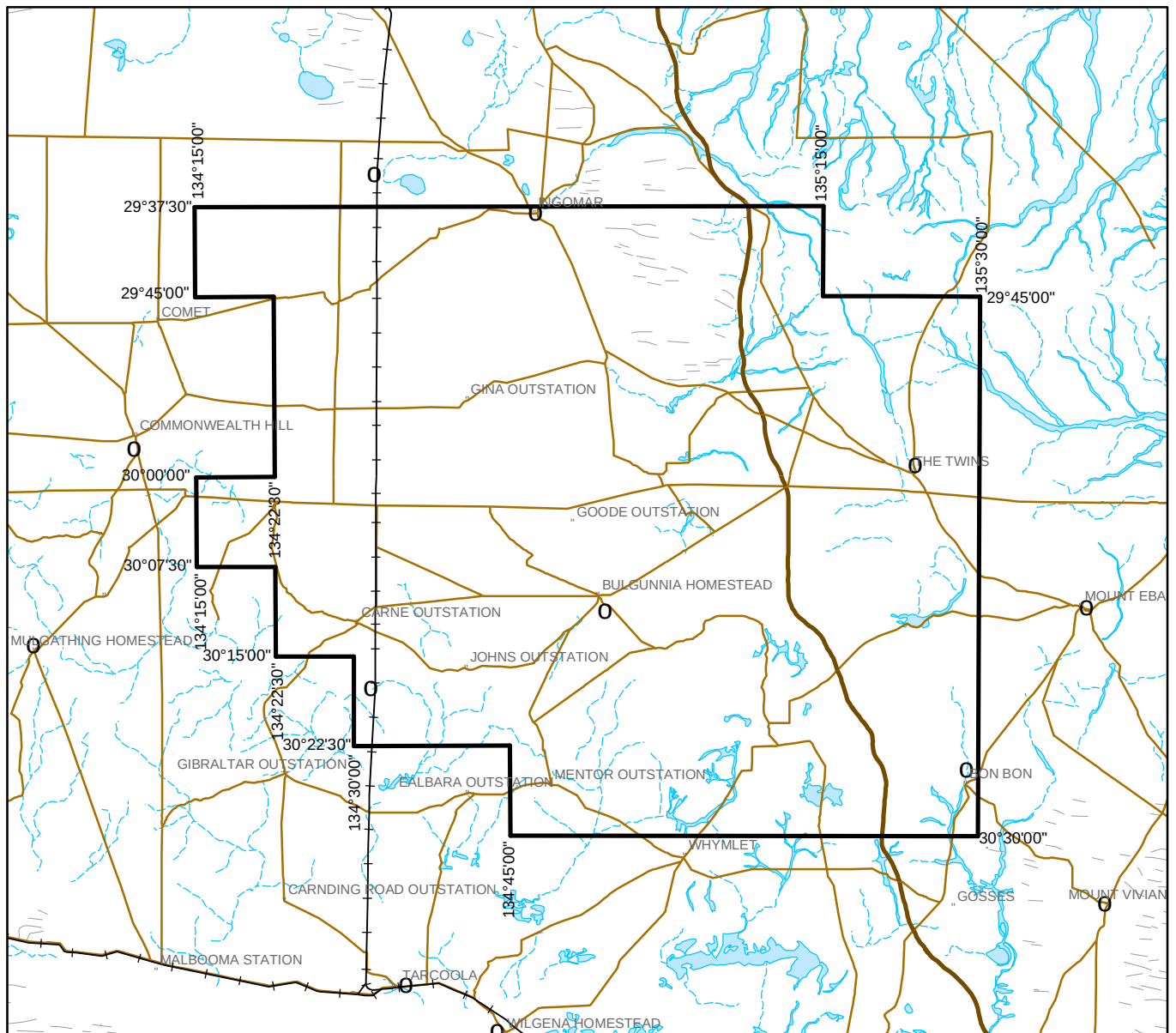
PEL 124

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 29°37'30"S GDA94 and longitude 134°15'00"E GDA94, thence east to longitude 135°15'00"E GDA94, south to latitude 29°45'00"S GDA94, east to longitude 135°30'00"E GDA94, south to latitude 30°30'00"S GDA94, west to longitude 134°45'00"E GDA94, north to latitude 30°22'30"S GDA94, west to longitude 134°30'00"E GDA94, north to latitude 30°15'00"S GDA94, west to longitude 134°22'30"E GDA94, north to latitude 30°07'30"S GDA94, west to longitude 134°15'00"E GDA94, north to latitude 30°00'00"S GDA94, east to longitude 134°22'30"E GDA94, north to latitude 29°45'00"S GDA94, west to longitude 134°15'00"E GDA94, and north to the point of commencement

AREA: **9848** square kilometres approximately



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

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 124

