### INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM RETENTION LICENCE PRL 78

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 May 2014</td>
<td>Grant of Petroleum Retention Licence PRL 78 (ex PEL 113)</td>
</tr>
<tr>
<td></td>
<td>Interests in the licence are:</td>
</tr>
<tr>
<td></td>
<td>- Stuart Petroleum Pty Ltd 100%</td>
</tr>
<tr>
<td>12 May 2014</td>
<td>Deed pursuant to Section 31 of the <em>Native Title Act 1993</em> dated 6 February 2003 between the Licensee, Minister and the Edward Landers Dieri People.</td>
</tr>
<tr>
<td>12 May 2014</td>
<td>Notation of receipt of security.</td>
</tr>
<tr>
<td>15 May 2014</td>
<td>Gazetral of Grant of PRL 78</td>
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<tr>
<td>28 May 2014</td>
<td>Memorandum entering notation of revision to security arrangements on the public register.</td>
</tr>
<tr>
<td>27 October 2014</td>
<td>Memorandum entering notation of revision to security arrangements on the public register.</td>
</tr>
<tr>
<td>16 December 2014</td>
<td>Memorandum entering notation of revision to security arrangements on the public register.</td>
</tr>
<tr>
<td>31 July 2015</td>
<td>Variation of Subject Area Deed.</td>
</tr>
<tr>
<td>31 July 2015</td>
<td>Memorandum entering variation of Subject Area Deed on the public register.</td>
</tr>
<tr>
<td>31 May 2016</td>
<td>Variation of condition 14.1 of Subject Area Deed.</td>
</tr>
<tr>
<td>31 May 2016</td>
<td>Memorandum entering variation of condition 14.1 of Subject Area Deed on the public register.</td>
</tr>
<tr>
<td>31 May 2016</td>
<td>Suspension of licence conditions for the period form and including 12 May 2016 to 11 May 2017.</td>
</tr>
<tr>
<td></td>
<td>Extension of term of licence by the corresponding period of suspension.</td>
</tr>
<tr>
<td></td>
<td>PRL 78 is now due to expire 10 May 2020.</td>
</tr>
<tr>
<td>31 May 2016</td>
<td>Memorandum entering the suspension of licence conditions and extension of licence term on the public register.</td>
</tr>
<tr>
<td>9 June 2016</td>
<td>Gazetral of suspension of licence condition and extension of term of licence.</td>
</tr>
</tbody>
</table>
15. 14 May 2018  Suspension of licence for the period from and including 10 May 2018 until 10 November 2018.

   PRL 78 is now due to expire on 11 November 2020.


17. 17 May 2018  Gazetral of suspension of licence.

18. 11 October 2018  Suspension of licence for the period from and including 11 November 2018 to 10 May 2019.

   PRL 78 is now due to expire on 11 May 2021.

19. 11 October 2018  Memorandum entering suspension of licence on the public register.

20. 18 October 2018  Gazetral of suspension of licence.


   PRL 78 is now due to expire on 11 November 2021.

22. 18 April 2019  Memorandum entering suspension of licence on the public register.

23. 26 April 2019  Gazetral of suspension of licence.

24. 23 October 2019  Suspension of licence for the period 11 November 2019 to 10 May 2020 inclusive.

   PRL 78 is now due to expire on 12 May 2022.

25. 23 October 2019  Memorandum entering suspension of licence on the public register.

26. 31 October 2019  Gazetral of suspension of licence.
Pursuant to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Retention Licences have been suspended for the period 11 November 2019 to 10 May 2020 inclusive, pursuant to delegated powers dated 29 June 2018.

PRLs 78, 79, 80, 81, 82 and 84 will now expire on 12 May 2022.

Dated: 23 October 2019

NICK PANAGOPoulos
A/Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining
MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 78, 79, 80, 81, 82 and 84

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

[NICK PANAGOPoulos]

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

Date: 23 October 2019

Ref: F2013/002331
Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM RETENTION LICENCES
PRLs 78, 79, 80, 81, 82 and 84

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

(a) suspend petroleum retention licences PRLs 78, 79, 80, 81, 82 and 84 for the period from 11 November 2019 to 10 May 2020 inclusive.

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

2. The expiry date of PRLs 78, 79, 80, 81, 82 and 84 is now determined to be 12 May 2022.

Date: 23 October 2019

[Signature]

NICK PANAGOPOULOS
A/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 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64, 65, 66, 76, 78, 79, 80, 81, 82, 84 and 107

Pursuant to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Retention Licences have been suspended for the period from 11 May 2019 until 10 November 2019 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of these PRLs is now determined to be 11 November 2021.

Dated: 18 April 2019

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

PETROLEUM RETENTION LICENCES
PRLs 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64, 65, 66, 76, 78, 79, 80, 81, 82, 84 and 107

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

[Signature]

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

Date: 18 April 2019

Ref: F2013/002328
     F2013/002330
     F2013/002331
     F2013/002362
Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM RETENTION LICENCES
PRLs 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64,
65, 66, 76, 78, 79, 80, 81, 82, 84 and 107

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

(a) suspend petroleum retention licences PRLs 51, 52, 53, 54, 55, 56, 57,
60, 61, 62, 63, 64, 65, 66, 76, 78, 79, 80, 81, 82, 84 and 107 for the
period from 11 May 2019 to 10 November 2019 inclusive.

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

2. The expiry date of these licences is now determined to be 11 November 2021.

Dated: 18 April 2019

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining
**PETROLEUM AND GEOTHERMAL ENERGY ACT 2000**

**SUSPENSION OF PETROLEUM RETENTION LICENCES**

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

The expiry date of these PRLs is now determined to be 11 May 2021.

Dated: 11 October 2018

NICK PANAGOPOULOS
A/Executive Director
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

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**PETROLEUM AND GEOTHERMAL ENERGY ACT 2000**

**SUSPENSION OF PETROLEUM RETENTION LICENCES**

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

The expiry date of these PRLs is now determined to be 2 May 2022.

Dated: 11 October 2018

NICK PANAGOPOULOS
A/Executive Director
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

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**THE DISTRICT COURT OF SOUTH AUSTRALIA**

**PORT AUGUSTA CIRCUIT COURT**

**Sheriff’s Office, Adelaide, 5 November 2018**

In pursuance of a precept from the District Court to me directed, I do hereby give notice that the said Court will sit as a Court of Oyer and Terminer and General Gaol Delivery at the Courthouse at Port Augusta on the day and time undermentioned and all parties bound to prosecute and give evidence and all jurors summoned and all others having business at the said Court are required to attend the sittings thereof and the order of such business will be unless a Judge otherwise orders as follows:

Tuesday 5 November 2018 at 10 a.m. on the first day of the sittings the only business taken will be the arraignment of prisoners in gaol and the passing of sentences on prisoners in gaol committed for sentence; the surrender of prisoners on bail committed for sentence; the surrender of persons in response to ex officio informations or of persons on bail and committed for trial who have signified their intentions to plead guilty and the passing of sentences for all matters listed for disposition by the District Court.

Juries will be summoned for 5 November 2018 and persons will be tried on this and subsequent days of the sittings.

**Prisoners in H.M. Gaol and on Bail for Sentence and for Trial at the Sittings of the Port Augusta Courthouse, Commencing 5 November 2018**

<table>
<thead>
<tr>
<th>Names</th>
<th>Charges</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albanis, Kelly</td>
<td>Traffic in a controlled drug (2)</td>
<td>On bail</td>
</tr>
<tr>
<td>Schiller, Michael</td>
<td></td>
<td>On bail</td>
</tr>
<tr>
<td>Arnold, Christopher John</td>
<td>Assault</td>
<td>On bail</td>
</tr>
<tr>
<td>Arnold, Christopher John</td>
<td>Assault</td>
<td>On bail</td>
</tr>
<tr>
<td>Bueschke, Billie Jean</td>
<td>Cultivate a commercial quantity of controlled plant; traffic in large commercial quantity of controlled drug; possess prescribed equipment</td>
<td>On bail</td>
</tr>
<tr>
<td>Bueschke, Jeremy Jon</td>
<td></td>
<td>On bail</td>
</tr>
<tr>
<td>Coulthard, Justin Wayne</td>
<td>Aggravated serious criminal trespass in a place of residence; aggravated intentionally cause harm</td>
<td>On bail</td>
</tr>
<tr>
<td>Derrick, Bryan Zachary</td>
<td>Maintaining an unlawful sexual relationship with a child</td>
<td>On bail</td>
</tr>
<tr>
<td>Godbolt, Donna Marie</td>
<td>Aggravated unlawful stalking</td>
<td>On bail</td>
</tr>
<tr>
<td>Grillett, Tyron Sydney</td>
<td>Aggravated kidnapping; aggravated causing harm with intent to cause harm (3); aggravated threatening to cause harm; blackmail</td>
<td>On bail</td>
</tr>
<tr>
<td>Anderson, Robert Joseph</td>
<td></td>
<td>In gaol</td>
</tr>
<tr>
<td>Geddes, Matthew John</td>
<td></td>
<td>In gaol</td>
</tr>
<tr>
<td>Hayes, Ben Michael</td>
<td>Trafficking in a controlled drug; possess or use a dangerous article</td>
<td>On bail</td>
</tr>
<tr>
<td>Jolly, Jaimie Lee</td>
<td></td>
<td>On bail</td>
</tr>
<tr>
<td>Henley, Rylan Bruce</td>
<td>Trafficking in a controlled drug</td>
<td>On bail</td>
</tr>
<tr>
<td>Hicks, David Lee</td>
<td>Indecent assault; unlawful sexual intercourse with a person under 14 years (3); aggravated assault</td>
<td>On bail</td>
</tr>
<tr>
<td>Hirschhausen, Dwayne Andrew</td>
<td>Cultivate a commercial quantity of controlled plant</td>
<td>On bail</td>
</tr>
<tr>
<td>Jones, Ashley Frederick</td>
<td>Application for enforcement of a breached bond</td>
<td>On bail</td>
</tr>
<tr>
<td>Kulyuru, Vernon</td>
<td>Aggravated causing harm with intent to cause harm; contravene term of an intervention order</td>
<td>In gaol</td>
</tr>
<tr>
<td>Marshall, Jason Anthony</td>
<td>Aggravated detain person to commit indictable</td>
<td>On bail</td>
</tr>
<tr>
<td>Mason, David Alan</td>
<td>Aggravated incite an indecent act by a child; aggravated indecent assault; unlawful sexual intercourse with a person under 14 years</td>
<td>In gaol</td>
</tr>
<tr>
<td>Matters, Nathan Lee</td>
<td>Trafficking in a controlled drug; unlawful possession</td>
<td>On bail</td>
</tr>
<tr>
<td>McKenna, Jake</td>
<td>Aggravated intentionally cause harm</td>
<td>On bail</td>
</tr>
<tr>
<td>McMahon, Tara Louise</td>
<td>Application for enforcement of breached bond</td>
<td>On bail</td>
</tr>
<tr>
<td>McMahon, Tara Louise</td>
<td>Drive motor vehicle with methamphetamine in fluid or blood</td>
<td>On bail</td>
</tr>
<tr>
<td>McMahon, Tara Louise</td>
<td>Drive under disqualification or suspension</td>
<td>On bail</td>
</tr>
<tr>
<td>McMahon, Tara Louise</td>
<td>Drive motor vehicle with methamphetamine in fluid or blood</td>
<td>On bail</td>
</tr>
</tbody>
</table>
Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64,
65, 66, 76, 78, 79, 80, 81, 82, 84 and 107

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

Nick Panagopoulos
A/Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

Date: 11 October 2018

Ref: F2013/002328
     F2013/002330
     F2013/002331
     F2013/002362
SUSPENSION OF
PETROLEUM RETENTION LICENCES
PRLs 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64,
65, 66, 76, 78, 79, 80, 81, 82, 84 and 107

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

(a) suspend petroleum retention licences PRLs 51, 52, 53, 54, 55, 56, 57,
60, 61, 62, 63, 64, 65, 66, 76, 78, 79, 80, 81, 82, 84 and 107 for the
period from 11 November 2018 to 10 May 2019 inclusive.

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

2. The expiry date of these licences is now determined to be 11 May 2021.

Dated: 11 October 2018

[NICK PANAGOPOULOS]
A/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

Pursuant to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Retention Licences have been suspended for the period from 10 May 2018 until 10 November 2018 inclusive, pursuant to delegated powers dated 31 March 2017.

The expiry date of these PRLs is now determined to be 11 November 2020.

Dated: 14 May 2018

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

THE DISTRICT COURT OF SOUTH AUSTRALIA
PORT AUGUSTA CIRCUIT COURT
Sheriff’s Office, Adelaide, 4 June 2018

IN pursuance of a precept from the District Court to me directed, I do hereby give notice that the said Court will sit as a Court of Oyer and Terminer and General Gaol Delivery at the Courthouse at Port Augusta on the day and time undermentioned and all parties bound to prosecute and give evidence and all jurors summoned and all others having business at the said Court are required to attend the sittings thereof and the order of such business will be unless a Judge otherwise orders as follows:

Tuesday 4 June 2018 at 10 a.m. on the first day of the sittings the only business taken will be the arraignment of prisoners in gaol and the passing of sentences on prisoners in gaol committed for sentence; the surrender of prisoners on bail committed for sentence; the surrender of persons in response to ex officio informations or of persons on bail and committed for trial who have signified their intentions to plead guilty and the passing of sentences for all matters listed for disposition by the District Court.

Juries will be summoned for 4 June 2018 and persons will be tried on this and subsequent days of the sittings.

Prisoners in H.M. Gaol and on bail for sentence and for trial at the sittings of the Port Augusta Courthouse, commencing 4 June 2018.

B, T N
Persistent sexual exploitation of a child (2); indecent assault (3); gross indecency (2); aggravated possessing child exploitation material; unlawful sexual intercourse with a person under 12 years; On bail

Biddell, William Arthur
Traffic in a controlled drug; unlawful possession On bail

Biddell, William Arthur
Traffic in a controlled drug On bail

Burgoyne, Jason Byron
Aggravated serious criminal trespass in a place of residence (2); aggravated robbery In gaol

Coleman, Bronwyn Stevens, Emma-Marie
Aggravated theft In gaol

Derrick, Bryan Zachary
Persistent sexual exploitation of a child On bail

Farrugia, Jason Emmanuel
Aggravated serious criminal trespass; dishonestly take property; aggravated assault; false imprisonment; threaten to kill; possess firearm without licence; fail to comply with bail On bail

Clayton, Luke Anthony James
In gaol

Gill, Alicia
Aggravated assault; prevent person from attending as witness In gaol

Hastings, Peter Brian
Damage property; aggravated serious criminal trespass in a place of residence; aggravated assault; intentionally cause harm On bail

Hatches, Franklin
Damage building or motor vehicle (not graffiti or unknown) On bail

Lennon, Shane
Aggravated assault (4); rape (4); aggravated threaten to cause harm (2); contravene term of an intervention order In gaol

Parenzan, Zane Leslie
Damage property; aggravated assault (2); aggravated threaten to cause harm In gaol

Parenzan, Zane Leslie
Drive or use motor vehicle without consent; unauthorised person drive motor vehicle on road; misuse motor vehicle – sustained wheel spin In gaol

Ryan, Jaron
Traffic in a controlled drug In gaol

Ryan, Jaron Faull, Guy Nathan
Aggravated serious criminal trespass in a place of residence; dishonestly receive property without owner’s consent In gaol

Werth, Chris

Stephenson, Lachlan James Lee
Aggravated cause serious harm On bail

Trott, Willis Leebolt
Trafficficking in a controlled drug On bail

Watson, Donald Alexander
Assault (2); unlawful sexual intercourse with a person under 14 years On bail

Prisoners on bail must surrender at 10 a.m. of the day appointed for their respective trials. If they do not appear when called upon their recognizances and those of their bail will be estreated and a bench warrant will be issued forthwith.

By order of the Court,

S. FERGUSON
A/Sheriff
MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64,
65, 66, 75, 76, 78, 79, 80, 81, 82, 84 and 107

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

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

Date: 14 May 2018

Ref: F2013/002328
     F2013/002329
     F2013/002330
     F2013/002331
     F2013/002362
SUSPENSION OF
PETROLEUM RETENTION LICENCES
PRLs 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64, 65, 66, 75, 76, 78, 79, 80, 81, 82, 84 and 107

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

(a) suspend petroleum retention licences PRLs 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64, 65, 66, 75, 76, 78, 79, 80, 81, 82, 84 and 107 for the period from 10 May 2018 to 10 November 2018 inclusive.

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

2. The expiry date of these licences is now determined to be 11 November 2020.

Dated: 14 May 2018

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of the Premier and Cabinet
Delegate of the Minister for Energy and Mining
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Condition, Extension of Licence Term, 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, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 105, 106, 107, 108, 109, 110, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127 and 128

Pursuant to Section 76 A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 14.1 of the abovementioned Petroleum Retention Licences (PRLs) have been suspended for the period from and including 12 May 2016 to 11 May 2017 inclusive, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The terms of the abovementioned PRLs have been extended by a period corresponding to the period of suspension, such that PRLs 50-84, 105-110 and 116-117 will now expire on 10 May 2020 and PRLs 118 to 128 will now expire on 24 November 2020.

Dated 31 May 2016.

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

PETROLEUM RETENTION LICENCES
PRLs 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83 and 84

1. Suspension of the commitments under licence condition 14.1 of petroleum retention licences (PRLs) 67 - 84 is hereby entered on the public register.

2. Extension of the terms of the PRLs by the corresponding period of suspension, such that PRLs 67 - 84 will now expire on 10 May 2020 is hereby entered on the public register.

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

Date: 31 May 2016

Ref: F2013/002329
    F2013/002330
    F2013/002331
Petroleum and Geothermal Energy Act 2000
S.76A

SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM

PETROLEUM RETENTION LICENCES
PRLs 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83
and 84

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 -

(a) Suspend the commitments under licence condition 14.1 of petroleum
retention licences (PRLs) 67 - 84 for the period from and including 12
May 2016 to 11 May 2017.

(b) Extend the term of PRLs 67 - 84 by the corresponding period of
suspension, such that PRLs 67 - 84 will now expire on 10 May 2020.

Dated: 31 May 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
S.115

MEMORANDUM

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, 73, 74, 75,
76, 77, 78, 79, 80, 81, 82, 83, 84, 105, 106, 107, 108,
109, 110, 116, 117, 118, 119, 120, 121, 122, 123, 124,
125, 126, 127 and 128

1. Variation of condition 14.1 of the Subject Area Deed dated 19 August 2013 and entered
into between Senex Energy Limited and the Minister for Mineral Resources and Energy
is hereby entered on the public registers.

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

Date: 31 May 2016
Ref: F2013/002153
Petroleum and Geothermal Energy Act 2000  
S76(3)  

VARIATION OF  
SUBJECT AREA DEED  

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 vary the conditions of the above-mentioned Subject Area Deed dated 19 August 2013 entered into between the Minister for Mineral Resources and Energy and Senex Energy Limited ACN 008 942 827.  

The Subject Area Deed is hereby varied by amending the deed as follows:  

With effect from 29 April 2016, Clauses 1.11, 1.24 and 1.28 of the Subject Area Deed are omitted and replaced with the following:  

“1.11 "First Expenditure Period" means the period of five (5) years commencing on the Grant Date subject to any period of suspension or extension of the scheme Petroleum Retention Licences under the Act;”  

“1.24 "Second Expenditure Period" means the period of five (5) years commencing on the day following the expiry of the First Expenditure Period subject to any period of suspension or extension of the scheme Petroleum Retention Licences under the Act;”  

“1.28 "Third Expenditure Period" means the period of five (5) years commencing on the day following the expiry of the Second Expenditure Period subject to any period of suspension or extension of the scheme Petroleum Retention Licences under the Act.”  

Dated: 31 May, 2016  

[BARRY A. GOLDSTEIN]  
Executive Director  
Energy Resources Division  
Department of State Development  
Delegate of the Minister for Mineral Resources and Energy
The following signature evidences the consent of Senex Energy Limited to the variation of conditions of the Subject Area Deed as set out in this document and made pursuant to Section 76 of the Petroleum and Geothermal Energy Act 2000.

EXECUTED by Senex Energy Limited (ACN 008 942 827) in accordance with Section 127 of the Corporations Act 2001 (Cth)

Authorised Representative

Witness

IAN RICHARD DAVIES

Name of Authorised Representative (BLOCK LETTERS)

FRANCIS LED CONNOLLY

Name of Witness (BLOCK LETTERS)
MEMORANDUM

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, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 105, 106, 107, 108, 109, 110, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127 and 128

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

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

Date: 31 July 2015

Ref: F2013/002153
Petroleum and Geothermal Energy Act 2000
S76(3)

VARIATION OF
SUBJECT AREA DEED

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 vary the conditions of the above-mentioned Subject Area Deed dated 19 August 2013 between the Minister for Mineral Resources and Energy and Senex Energy Limited ACN 008 942 827.

The Subject Area Deed is hereby varied by amending the deed as follows:

(i) With effect from 19 August 2013, Clause 12.1 of the Subject Area Deed is omitted and replaced with the following:

"12.1 Senex must provide the Minister, within three months (3) of the end of each Year:

12.1.1 the following reports:

12.1.1.1 for each of the first four Years of an Expenditure Period, an unaudited report of the expenditure expended on Eligible Activity undertaken in respect of the Subject Area during that Year; and

12.1.1.2 for the last Year of an Expenditure Period, an independently audited report of the expenditure expended on Eligible Activity undertaken in respect of the Subject Area during the entire Expenditure Period;

12.1.2 to the extent practicable, an indicative 5-year work program for each Expenditure Period will be provided to the Minister by Senex as soon as practical ahead of the commencement of any Expenditure Period. This will enable Government forecasts without any implied requirement to apply for work program variations;

12.1.3 Senex’s best estimate of the work program and associated amount of expenditure which will be made on Eligible Activity in the next Year (and overall for the First Expenditure Period and the Second Expenditure Period); and

12.1.4 such other information as the Minister may reasonably require from time to time in connection with the undertaking of Eligible Activity in the Subject Area.”
Dated: 31 July 2015

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

The following signature evidences the consent of Senex Energy Limited to the variation of conditions of the Subject Area Deed as set out in this document and made pursuant to Section 76 of the Petroleum and Geothermal Energy Act 2000.

EXECUTED by Senex Energy Limited (ACN 008 942 827)
in accordance with Section 127 of the
Corporations Act 2001 (Cth)

[Signature]
Authorised Representative

[Signature]
Witness

IAN RICHARD DAVIES

FRANCIS LEO CONNOLLY

Name of Authorised Representative
(BLOCK LETTERS)

Name of Witness
(BLOCK LETTERS)
Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 87, 88, 90, 93, 100, 110, 182, 288, 289, 290, 331, 424, 516, 636, 637 and 638

PETROLEUM PRODUCTION LICENCES
PPLs 203, 207, 208, 209, 211, 213, 214, 215, 217, 218, 221, 240, 241, 242, 243, 251 and 258

PETROLEUM RETENTION LICENCES
PRLs 15, 16, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 105, 106, 107, 108, 109, 110, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149 and 150

GEOTHERMAL EXPLORATION LICENCES
GELs 378, 382 and 386

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

SPECIAL FACILITIES LICENCE
SFL 10

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

[Signature]

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

Date: 15 December 2014
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 87, 88, 90, 93, 100, 104, 110, 111, 182, 288, 289, 290, 331, 424, 514, 516, 636, 637 and 638

PETROLEUM PRODUCTION LICENCES
PPLs 203, 207, 208, 209, 211, 213, 214, 215, 217, 218, 221, 240, 241, 242, 243, 251 and 258

PETROLEUM RETENTION LICENCES
PRLs 15, 16, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 105, 106, 107, 108, 109, 110, 116 and 117

GEOTHERMAL EXPLORATION LICENCES
GELs 378, 382 and 386

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

SPECIAL FACILITIES LICENCE
SFL 10

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

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

Date: 27 October 2014
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 87, 88, 90, 93, 100, 104, 110, 111, 182, 288, 289, 290, 331, 424, 514, 516, 636 and 637

PETROLEUM PRODUCTION LICENCES
PPLs 203, 207, 208, 209, 211, 213, 214, 215, 217, 218, 221, 240, 241, 242, 243 and 251

PETROLEUM RETENTION LICENCES
PRLs 15, 16, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 105, 106, 107, 108, 109, 110, 116 and 117

GEOTHERMAL EXPLORATION LICENCES
GELs 378, 382 and 386

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

SPECIAL FACILITIES LICENCE
SFL 10

1. Notation of revision to security arrangements 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: 28 May 2014

Files:
27/2/165 27/2/166 27/2/171 27/2/180
27/2/184 27/2/196 27/2/197 27/2/314
F2013/194 F2013/195 F2013/196 F2013/219
F2013/2329 F2013/2330 F2013/2331 F2013/2362
28/1/379 28/1/380 28/1/381 28/1/386
28/1/405 28/1/410 28/1/411 28/1/423
F2013/156 F2013/157 F2013/158 F2013/159
F2013/2356
NOTICE is hereby given that the undermentioned Petroleum Retention Licences have been granted under the provisions of the Petroleum and Geothermal Energy Act 2000.

**Grant of Petroleum Retention Licences—PRLs** 78, 79, 80, 81, 82, 83 and 84

**PRL 77**

Commencing at a point being the intersection of latitude 27°16′20″S GDA94 and longitude 140°32′35″E GDA94, thence east to longitude 140°33′55″E GDA94, south to latitude 27°16′30″S GDA94, east to longitude 140°34′30″E GDA94, south to latitude 27°16′40″S GDA94, east to longitude 140°34′30″E GDA94, south to latitude 27°16′50″S GDA94, east to longitude 140°34′30″E GDA94, south to latitude 27°17′00″S GDA94, east to longitude 140°34′30″E GDA94, south to latitude 27°17′30″S GDA94, west to longitude 140°34′50″E AGD66, south to latitude 27°18′30″S AGD66, east to longitude 140°31′50″E AGD66, north to latitude 27°17′50″S AGD66, west to longitude 140°32′00″E AGD66, north to latitude 27°18′00″S AGD66, east to longitude 140°32′15″E AGD66, north to latitude 27°17′40″S GDA94, east to longitude 140°32′25″E GDA94, north to latitude 27°17′20″S GDA94, east to longitude 140°32′35″E AGD66 and north to the point of commencement.

**Area 1**

Area: 84.77 km² approximately.

**PRL 78**

Commencing at a point being the intersection of latitude 27°12′10″S AGD66, west to longitude 140°31′40″E AGD66, north to latitude 27°11′50″S AGD66, west to longitude 140°31′00″E AGD66, north to latitude 27°11′30″S AGD66, west to longitude 140°30′40″E AGD66, north to latitude 27°11′10″S AGD66, west to longitude 140°30′20″E AGD66, north to latitude 27°10′50″S AGD66, west to longitude 140°30′00″E AGD66 and north to the point of commencement.

**Area 2**

Commencing at a point being the intersection of latitude 27°25′40″S AGD66 and longitude 140°42′50″E AGD66, thence east to longitude 140°45′00″E AGD66, south to latitude 27°27′40″S GDA94, west to longitude 140°41′10″E AGD66, north to latitude 27°27′30″ S AGD66, east to longitude 140°41′20″ E AGD66, north to latitude 27°27′20″ S AGD66, east to longitude 140°41′40″E AGD66, north to latitude 27°27′00″S AGD66, east to longitude 140°42′10″E AGD66, north to latitude 27°26′40″S AGD66, east to longitude 140°42′20″E AGD66, north to longitude 27°26′20″S AGD66, east to longitude 140°42′30″E AGD66, north to latitude 27°26′00″S AGD66, east to longitude 140°42′50″E AGD66 and north to the point of commencement.

**Area:** 84.77 km² approximately.

Dated 12 May 2014.

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

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**PETROLEUM AND GEOTHERMAL ENERGY ACT 2000**

**Notice** is hereby given that the undermentioned Petroleum Retention Licences have been granted under the provisions of the Petroleum and Geothermal Energy Act 2000.

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<thead>
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<th>No. of Licence</th>
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**Description of Areas**

All that part of the State of South Australia, bounded as follows:
Area 1

Commencing at a point being the intersection of latitude 28°15′45″S GDA94 and longitude 139°50′00″E AGD66, thence east to longitude 139°51′40″E AGD66, south to latitude 28°16′00″S AGD66, east to longitude 139°52′00″E AGD66, south to latitude 28°16′40″S AGD66, east to longitude 139°52′20″E AGD66, south to latitude 28°17′40″S GDA94, west to longitude 139°50′00″E AGD66 and north to the point of commencement.

Area 2

Commencing at a point being the intersection of longitude 139°50′00″E AGD66 and latitude 28°22′35″S GDA94, thence east to longitude 139°52′00″E Clarke1858, south to latitude 28°23′00″S Clarke1858, east to longitude 139°53′00″E Clarke1858, south to latitude 28°24′00″S Clarke1858, east to longitude 139°54′05″E AGD66, north to latitude 28°26′45″S GDA94, west to longitude 139°50′00″E AGD66, north to longitude 28°24′40″S GDA94, east to longitude 139°50′15″E GDA94, north to latitude 28°24′35″S GDA94, east to longitude 139°50′20″E GDA94, north to latitude 28°24′30″S GDA94, east to longitude 139°50′30″E GDA94, north to longitude 28°24′05″S GDA94, west to longitude 139°50′10″E GDA94, north to longitude 28°24′00″S GDA94, west to longitude 139°50′00″E AGD66 and north to the point of commencement.

Area: 98.23 km\(^{2}\) approximately.

Area 3

Commencing at a point being the intersection of latitude 28°26′45″S GDA94 and longitude 139°50′00″E AGD66, thence east to longitude 139°54′05″E AGD66, south to latitude 28°30′15″S GDA94, east to longitude 139°57′40″E AGD66, north to latitude 28°30′20″S GDA94, east to longitude 139°57′50″E AGD66, south to latitude 28°30′30″S GDA94, east to longitude 139°59′10″E AGD66, north to latitude 28°30′00″S AGD66, east to longitude 139°59′20″E AGD66, north to latitude 28°29′40″S AGD66, east to longitude 139°59′45″E AGD66, north to latitude 28′29′20S AGD66, east to longitude 140′00′05S AGD66, north to latitude 28′29′15S AGD66, east to longitude 139′59′30S AGD66, south to latitude 28′29′08S AGD66, west to longitude 139′58′00E AGD66, south to latitude 28′28′30S AGD66, west to longitude 139′57′50E AGD66, north to latitude 28′28′10S AGD66, east to longitude 139′58′20E AGD66, south to latitude 28′27′25S AGD66, east to longitude 139′59′45E GDA94, north to latitude 140′00′20E GDA94, south to latitude 28′31′40S GDA94, west to longitude 139′50′00E AGD66 and north to the point of commencement.

Area: 96.99 km\(^{2}\) approximately.

Area 4

Commencing at a point being the intersection of latitude 28°31′40″S GDA94 and longitude 139°50′00″E AGD66, thence east to longitude 139°56′30″E GDA94, south to latitude 28°32′40″S GDA94, west to longitude 139°54′05″E GDA94, south to latitude 139°53′45″E GDA94, south to latitude 28°36′05″GDA94, west to longitude 139°53′05″E GDA94, south to latitude 28°36′15″S GDA94, west to longitude 139°52′50″E GDA94, south to latitude 28°36′30″GDA94, west to longitude 139°51′35″E GDA94, south to latitude 28°36′40″S GDA94, west to longitude 139°50′00″E AGD66 and north to the point of commencement.

But excluding the areas bounded as follows:

Commencing at a point being the intersection of latitude 28°35′00″S GDA94 and longitude 139°51′10″E GDA94, thence east to longitude 139°51′50″E GDA94, south to latitude 28°35′15″S GDA94, east to longitude 139°51′55″E GDA94, south to latitude 28°35′20″E GDA94, east to longitude 139°52′05″E GDA94, south to longitude 28°35′40″S GDA94, west to longitude 139°51′50″E GDA94, south to latitude 28°35′55″S GDA94, west to longitude 139°51′30″E GDA94, south to latitude 28°36′10″S GDA94, west to longitude 139°50′35″E GDA94, west to longitude 28°36′05″S GDA94, west to longitude 139°50′20″E GDA94, north to latitude 28°35′55″S GDA94, east to longitude 139°50′40″E GDA94, north to latitude 28°35′15″S GDA94, east to longitude 139°51′00″E GDA94, north to latitude 28°35′05″S GDA94, east to longitude 139°51′10″E GDA94 and north to the point of commencement.

Area: 60.28 km\(^{2}\) approximately.
PRL 81

Commencing at a point being the intersection of longitude 140°00′20″E GDA94 and latitude 28°28′45″S GDA94, thence east to longitude 140°03′20″E AGD66, north to latitude 28°28′50″S AGD66, east to longitude 140°03′25″E AGD66, south to latitude 28°29′10″S AGD66, east to longitude 140°06′45″E GDA94, south to latitude 28°32′20″S GDA94, west to longitude 140°00′35″E GDA94, south to latitude 28°32′50″S GDA94, west to longitude 140°00′05″E GDA94, south to latitude 28°33′20″S GDA94, west to longitude 139°58′25″E GDA94, south to latitude 28°33′30″S GDA94, west to longitude 139°57′30″E GDA94, south to latitude 28°34′15″S GDA94, west to longitude 139°56′40″E GDA94, south to latitude 28°34′35″S GDA94, west to longitude 139°56′10″E GDA94, south to latitude 28°34′55″S GDA94, west to longitude 139°55′20″E GDA94, south to latitude 28°35′25″S GDA94, west to longitude 139°54′25″E GDA94, south to latitude 28°32′40″S GDA94, east to longitude 140°00′20″E GDA94 and north to the point of commencement.

But excluding the areas bounded as follows:

Commencing at a point being the intersection of latitude 28°30′10″S AGD66 and longitude 140°01′40″E AGD66, thence east to longitude 140°02′30″E AGD66, south to latitude 28°30′20″S AGD66, east to longitude 140°02′50″E AGD66, south to latitude 28°31′00″S AGD66, west to longitude 140°01′20″E AGD66, north to latitude 28°31′40″S AGD66, east to longitude 140°00′50″E AGD66, north to latitude 28°30′50″S AGD66, east to longitude 140°00′40″E AGD66, north to latitude 28°30′30″S AGD66, east to longitude 140°00′50″E AGD66, north to latitude 28°30′20″S AGD66, east to longitude 140°01′40″E AGD66 and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°30′20″S AGD66 and longitude 140°04′30″E AGD66, thence east to longitude 140°05′40″E AGD66, south to latitude 28°31′30″S AGD66, west to longitude 140°05′20″E AGD66, south to latitude 28°31′50″S AGD66, west to longitude 140°04′00″E AGD66, south to latitude 28°31′40″S AGD66, west to longitude 140°03′30″E AGD66, north to latitude 28°31′25″S AGD66, east to longitude 140°03′45″E AGD66, north to latitude 28°31′15″S AGD66, east to longitude 140°04′30″E AGD66 and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°31′50″S AGD66 and longitude 139°59′10″E AGD66, thence east to longitude 140°00′10″E AGD66, south to latitude 28°32′20″S AGD66, west to longitude 140°00′00″E AGD66, south to latitude 28°32′30″S AGD66, west to longitude 139°59′50″E AGD66, south to latitude 28°32′40″S AGD66, west to longitude 139°59′40″E AGD66, south to latitude 28°32′50″S AGD66, west to longitude 139°59′30″E AGD66, west to longitude 28°33′00″S AGD66, west to longitude 139°59′10″E AGD66, south to latitude 28°33′00″S AGD66, west to longitude 139°58′10″E AGD66, south to latitude 28°32′20″S AGD66, east to longitude 139°58′30″E AGD66, north to latitude 28°32′10″S AGD66, east to longitude 139°58′50″E AGD66, north to latitude 28°32′00″S AGD66, east to longitude 139°59′10″E AGD66 and north to the point of commencement.

Area: 78.46 km² approximately.

PRL 82

Area 1

Commencing at a point being the intersection of latitude 28°33′15″S GDA94 and longitude 140°13′27″E GDA94, thence east to longitude 140°13′55″E GDA94, south to latitude 28°33′33″S GDA94, west to longitude 140°13′35″E GDA94, south to latitude 28°33′37″S GDA94, west to longitude 140°13′40″E GDA94, south to latitude 28°33′55″S GDA94, west to longitude 140°13′35″E GDA94, south to latitude 28°33′48″S GDA94, west to longitude 140°13′30″E GDA94, south to latitude 28°33′55″S GDA94, west to longitude 140°12′57″E GDA94, south to latitude 28°33′28″S GDA94, west to longitude 140°13′03″E GDA94, north to latitude 28°33′25″S GDA94, east to longitude 140°13′27″E GDA94 and north to the point of commencement.
Area 2

Comencing at a point being the intersection of latitude 28°29'10"S GDA94, and longitude 140°06'45"E GDA94, thence east to longitude east to longitude 140°07’20”E AGD66, south to latitude 28°29’50”S AGD66, east to longitude 140°07’25”E GDA94, south to latitude 28°30’25”S GDA94, east to longitude 140°08’15”E AGD66, south to latitude 28°31’35”S AGD66, east to longitude 140°08’50”E AGD66, south to latitude 28°31’55”S AGD66, east to longitude 140°11’35”E GDA94, north to latitude 28°34’40”S GDA94, west to longitude 140°11’35”E GDA94, south to latitude 28°35’10”S GDA94, west to longitude 140°10’35”E GDA94, south to latitude 28°35’25”E GDA94, west to longitude 140°09’50”E GDA94, west to longitude 28°35’45”E GDA94, west to longitude 140°09’25”E GDA94, south to latitude 28°36’40”S GDA94, west to longitude 140°04’15”E GDA94, north to longitude 28°35’45”E GDA94, east to longitude 140°05’25”E GDA94, north to latitude 28°34’55”S GDA94, east to longitude 140°05’25”E GDA94, north to latitude 28°35’05”S GDA94, west to longitude 140°04’05”E GDA94, south to latitude 28°35’25”S GDA94, west to longitude 140°04’45”E GDA94 and north to the point of commencement.

Area: 76.66 km² approximately.

PRL 83

Comencing at a point being the intersection of longitude 140°06’20”E GDA94 and latitude 28°35’50”S GDA94, thence east to longitude 140°09’15”E GDA94, south to latitude 28°36’25”S GDA94, west to longitude 140°09’35”E GDA94, south to latitude 28°35’45”E GDA94, east to longitude 140°09’25”E GDA94, south to latitude 28°36’40”S GDA94, west to longitude 140°05’05”E GDA94, north to longitude 28°35’05”S GDA94, west to longitude 140°05’25”E GDA94, north to latitude 28°34’55”S GDA94, east to longitude 140°05’25”E GDA94, north to latitude 28°34’00”S GDA94, east to longitude 140°06’15”E GDA94, north to latitude 28°35’50”S GDA94, west to longitude 140°06’45”E GDA94, north to latitude 28°36’25”S GDA94, west to longitude 140°06’45”E GDA94, north to latitude 28°37’10”S GDA94, west to longitude 140°06’25”E GDA94, north to latitude 28°36’45”S GDA94, east to longitude 140°06’35”E GDA94 and north to the point of commencement.

Area: 98.58 km² approximately.

PRL 84

Comencing at a point being the intersection of latitude 28°29’20”S GDA94 and longitude 140°12’45”E AGD66, thence east to longitude 140°15’00”E AGD66, south to latitude 28°30’50”S GDA94, west to longitude 140°14’45”E GDA94, south to latitude 28°31’30”S GDA94, west to longitude 140°14’30”E GDA94, south to latitude 28°31’50”S GDA94, west to longitude 140°14’55”E GDA94, south to latitude 28°31’15”S GDA94, west to longitude 140°14’37.50”E GDA94, south to latitude 28°31’30”S GDA94, west to longitude 140°14’30”E GDA94, south to latitude 28°31’50”S GDA94, west to longitude 140°14’55”E GDA94, south to latitude 28°31’32.50”S GDA94, east to longitude 140°14’30”E GDA94, south to latitude 28°31’35”S GDA94, west to longitude 140°14’00”E GDA94, west to longitude 140°12’20”E AGD66, north to latitude 28°31’20”S AGD66, east to longitude 140°12’25”E AGD66, north to latitude 28°31’30”S AGD66, east to longitude 140°12’35”E AGD66, east to longitude 140°12’40”E AGD66, south to latitude 28°29’55”S AGD66, east to longitude 140°12’45”E AGD66 and north to the point of commencement.

But excluding the areas bounded as follows:

Comencing at a point being the intersection of latitude 28°33’15”S GDA94 and longitude 140°13’37”E GDA94, thence east to longitude 140°13’35”E GDA94, south to latitude 28°33’33”S GDA94, west to longitude 140°13’35”E GDA94, south to latitude 28°33’37”S GDA94, west to longitude 140°13’40”E GDA94, south to latitude 28°33’48”S GDA94, west to longitude 140°13’50”E GDA94, south to latitude 28°33’55”S GDA94, west to longitude 140°12’57”E GDA94, north to latitude 28°33’50”S GDA94, west to longitude 140°13’00”E GDA94, south to latitude 28°33’30”S GDA94, east to longitude 15 May 2014
THE SOUTH AUSTRALIAN GOVERNMENT GAZETTE
1665
NOTICE is hereby given that the undermentioned Petroleum Retention Licences have been granted under the provisions of the Petroleum and Geothermal Energy Act 2000.

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<td>Victoria Oil Exploration (1977) Pty Ltd</td>
<td>Cooper Basin</td>
<td>11 May 2019</td>
</tr>
</tbody>
</table>

Area 1

Commencing at a point being the intersection of latitude 28°00'20" S GDA94 and longitude 140°49'40" E GDA94, thence east to longitude 140°52'10" E GDA94, south to latitude 28°15'15" S GDA94, east to longitude 140°53'15" E GDA94, south to latitude 28°19'00" S GDA94, thence east to longitude 140°52'40" E GDA94, south to latitude 28°18'30" S GDA94, east to longitude 140°52'00" E GDA94, south to latitude 28°18'40" S GDA94, west to longitude 140°51'40" E GDA94, north to latitude 28°16'50" S GDA94, east to longitude 140°51'50" E GDA94, south to latitude 28°15'40" S GDA94, east to longitude 140°51'00" E GDA94 and north to the point of commencement.

Area 2

Commencing at a point being the intersection of latitude 28°15'00" S GDA94 and longitude 140°51'00" E AGD66, thence east to longitude 140°52'10" E AGD66, south to latitude 28°15'15" S GDA94, east to longitude 140°53'15" E GDA94, south to latitude 28°19'00" S GDA94, thence east to longitude 140°52'40" E GDA94, south to latitude 28°18'30" S GDA94, east to longitude 140°52'00" E GDA94, south to latitude 28°18'40" S GDA94, west to longitude 140°51'40" E GDA94, north to latitude 28°16'50" S GDA94, east to longitude 140°51'50" E GDA94, south to latitude 28°15'40" S GDA94, east to longitude 140°51'00" E GDA94 and north to the point of commencement.

Area 3

Commencing at a point being the intersection of latitude 28°16'30" S AGD66 and longitude 140°49'05" E GDA94, thence east to longitude 140°50'10" E AGD66, south to latitude 28°17'15" S GDA94, east to longitude 140°49'40" E GDA94, north to latitude 28°17'05" S GDA94, west to longitude 140°49'05" E GDA94 and north to the point of commencement.

Area 4

Commencing at a point being the intersection of latitude 28°16'30" S AGD66 and longitude 140°45'50" E GDA94, thence east to longitude 140°47'10" E GDA94, south to latitude 28°17'15" S GDA94, east to longitude 140°47'30" E GDA94, south to latitude 28°18'20" S GDA94, west to longitude 140°46'35" E GDA94, north to latitude 28°17'15" S GDA94, east to longitude 140°46'15" E GDA94, north to latitude 28°16'55" S GDA94, west to longitude 140°45'50" E GDA94 and north to the point of commencement.

Area 5

Commencing at a point being the intersection of latitude 28°18'10" S AGD66 and longitude 140°44'05" E GDA94, thence east to longitude 140°44'40" E AGD66, south to latitude 28°19'00" S Clarke1858, west to longitude 140°44'05" E GDA94 and north to the point of commencement.

Area 6

Commencing at a point being the intersection of latitude 28°32'00" S GDA94 and longitude 140°53'00" E GDA94, thence east to longitude 140°55'00" E GDA94, south to latitude 28°35'00" S GDA94, west to longitude 140°52'00" E GDA94, north to latitude 28°34'30" S GDA94, east to longitude 140°53'00" E GDA94 and north to the point of commencement.

Area 7

Commencing at a point being the intersection of latitude 28°32'00" S GDA94 and longitude 140°56'00" E GDA94, thence east to longitude 140°58'00" E GDA94, south to latitude 28°33'00" S GDA94, west to longitude 140°56'00" E GDA94 and north to the point of commencement.
MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 78, 79, 80, 81, 82, 83 and 84

1. These Licences granted with effect from and including 12 May 2014 are hereby entered on the public register.

2. Interests in the licences are:

   Stuart Petroleum Pty Ltd 100%

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

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

Date: 12 May 2014

Ref: F2013/002331
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000 (SA)

PETROLEUM RETENTION LICENCE

PRL 78

I, BARRY ALAN GOLSTEIN, 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 (SA) and all other enabling powers, for and on behalf of the Minister for Mineral Resources and Energy (Minister) pursuant to a delegation dated 21 March 2012 HEREBY GRANT to:

Stuart Petroleum Pty Ltd
ACN 059 146 226

(the “Licensees”)

a petroleum retention licence pursuant to Section 30(1) of the Act, in relation to all relevant regulated resources in respect of the Licence Area for the Term.

LICENCE CONDITIONS

1. DESCRIPTION OF LICENCE AREA

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

2. DEFINITIONS AND INTERPRETATION

In this Licence unless the context otherwise requires:

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

2.2 “First Renewed Term” means the first five (5) year renewed term of this Licence commencing on the day following the expiry of the Initial Term;

2.3 “Group Subject Area” means the area, from time to time, the subject of all the petroleum retention licences granted to the Licensees in respect of the areas comprised within the Subject PEL prior to the date of their grant, being this Licence and petroleum retention licence numbered PRLs 79, 80, 81, 82, 83 and 84

2.4 “Initial Term” means term referred to in clause 3.1 of this Licence;
2.5 "Licence" means this petroleum retention licence and includes any Schedules or Annexures attached to it;

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

2.7 "Second Renewed Term" means the second 5 year renewed term of this Licence commencing on the day following the expiry of the First Renewed Term;

2.8 "Subject Area Deed" means the deed between the Minister and Senex Energy Limited (Senex) ACN 008 942 827 dated 19 August 2013, a copy of which is attached as Annexure 1 to this Licence;

2.9 "Subject PEL" means petroleum exploration licence PEL 113 granted under the Act;

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

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

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

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

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

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

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

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

2.16 a reference to dollars is to Australian dollars.

3. TERM AND RENEWAL

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

3.2 The Licensees may apply for a renewal of this Licence in accordance with the Act for the First Renewal Term and, if relevant, the Second Renewal Term.
3.3 The Minister may grant a renewal of this Licence for the First Renewal Term or the Second Renewal Term (as applicable) in accordance with the Act and with clause 3.4 of this Licence.

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

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

3.4.2 The performance of, or compliance with, the obligations under this Licence, the Subject Area Deed and the Act by the Licensees during the previous term (being the Initial Term or the First Renewal Term as the case may be) to the reasonable satisfaction of the Minister.

3.4.3 The primary objective of the Subject Area Agreement, as set out in Recital E of the Subject Area Deed, being to “advance the likelihood of efficient, commercial utilisation of the State of South Australia’s regulated resources by the granting of petroleum retention licences”.

3.4.4 The mutual intention of the Minister and Senex that the “Scheme” implemented pursuant to the Subject Area Deed be the means to give effect to that primary objective.

3.5 Upon the expiry of the Second Renewed Term, the Licensees may apply for a further renewal of this Licence.

4. AUTHORISED OPERATIONS

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

4.1 exploratory and appraisal operations for relevant regulated resources;

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

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

5. DIVISION OF REGULATED ACTIVITIES

5.1 Pursuant to Section 74 of the Act the regulated activities to be carried out pursuant to this Licence are classified as high level official surveillance.
5.2 The Minister’s prior written approval is required for activities requiring high level official surveillance in accordance with the Regulation 19 of the Regulations to the Act.

6. **USE OF INFORMATION**

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

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

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

7. **SECURITY**

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

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

7.2.1 cash; or

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

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

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

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

8. **INSURANCE**

8.1 The Licensees must:
8.1.1 effect and maintain in force during the Term of this licence public
liability insurance to cover regulated activities under this Licence
(including sudden and accidental pollution) in the name of the
Licensees for a sum not less than $20,000,000 or such greater sum
as specified by the Minister, and make such amendments to the
terms and conditions of the insurance as the Minister may from time
to time require;

8.1.2 effect and maintain in force during the drilling of any well or operation
in any well, control of well insurance in the name of the Licensees for
a sum not less than $10,000,000 or such greater sum as specified by
the Minister, and make such amendments to the terms and conditions
of the insurance as the Minister may from time to time require; and

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

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

9. PRODUCTION PAYMENTS

The Licensee shall upon production of a regulated resource from the Licence Area, comply
with its obligations under Clause 7 of the Deed dated 6 February 2003 between
the Licensee, the Minister, and the Edward Landers Dieri People native title claimant party,
entered into for the purposes of Section 31 of the Native Title Act 1993

10. ENVIRONMENTAL IMPACT

10.1 The Licensees will ensure, when preparing an Environmental Impact Report under
Part 12 of the Act, that the report also includes an assessment of the potential
economic consequences for other licensees under the Act and owners of land (as
defined in the Act), arising out of proposed regulated activities to be carried out in
the Licence Area.
10.2 Pursuant to Section 75 of the Act the Licensees warrant that it has adequate technical and financial resources to ensure compliance with the Licensee’s environmental obligations (including the rehabilitation of land adversely affected by regulated activities carried out under the licence).

11. NO EXCLUSION OF WELL OR FACILITY LIABILITY

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

12. GROUP SUBJECT AREA - WORK PROGRAM COMMITMENTS

12.1 During the Initial Term, the Licensees shall carry out or cause to be carried out the work program commitments as set out in Schedule 2 of this Licence in the Group Subject Area.

12.2 The Licensees may, by notice to the Minister pursuant to Section 33 of the Act, at any time during the Initial Term, make application to substitute the drilling of any well required by clause 12.1 above for the acquisition of 160 square kilometres of 3D seismic.

12.3 The Minister may, pursuant to Section 33 (4) of the Act, accept the Licensees’ application under clause 12.2 except in circumstances where such acceptance would result in there being no well drilled in the Group Subject Area during either the term of the Subject PEL or the Initial Term.

13. SUBJECT AREA DEED

13.1 The Licensees hereby agree to give effect to the terms and conditions of the Subject Area Deed by complying with the obligations as set out in this Licence.

13.2 The Licensees further confirm that this Licence constitutes a “Scheme Petroleum Retention Licence” for the purpose of the Subject Area Deed.

13.3 For the purpose of clause 14 of this Licence, any term defined in the Subject Area Deed has the same meaning as in this Licence.
14. **SUBJECT AREA OVERALL EXPENDITURE TARGETS AND SURRENDER ARRANGEMENTS**

14.1 The Licensees and the Minister acknowledge the arrangements agreed under the Subject Area Deed:

14.1.1 for there to be expenditure on Eligible Activity in respect of the Subject Area during the Expenditure Periods; and

14.1.2 for there to be a surrender effected from parts of the Subject Area if the Actual Overall Expenditure in respect of the Subject Area is less than the Overall Expenditure Target for any Expenditure Period,

and that these arrangements may require the Licensees to apply for the surrender of areas from the Licence Area so as to satisfy the surrender obligations arising under the Subject Area Deed.

14.2 If the Licensees elect to surrender all or part of the Licence Area so as to satisfy the surrender obligations arising under the Subject Area Deed in respect of an Expenditure Period, they shall make application to the Minister pursuant to Section 89 of the Act as soon as practicable following this Licence being renewed for a further term following the end of that Expenditure Period.

15. **ADDITIONAL SURRENDER**

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

16. **CONFIGURATION OF SURRENDERED AREAS**

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

17. **EFFECT OF A PETROLEUM PRODUCTION LICENCE BEING GRANTED**

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

If this Licence is proposed to be assigned in accordance with clause 4.2 of the Subject Area Deed, then the Licensees agree that, subject to approval of the assignment being granted by the Minister pursuant to the Act and any amendments being made to the terms of this Licence in accordance with the Act, the work program commitments in this Licence will continue for the residual Term of this Licence.

19. TERMINATION

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

Date: 12 May 2014

________________________
BARRY A. GOLDSTEIN

Executive Director, Energy Resources Division,
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate for the Minister for Mineral Resources and Energy
EXECUTED BY THE LICENSEES:

EXECUTED by Stuart Petroleum Pty Ltd (ACN 059 146 226)
in accordance with Section 127 of the
Corporations Act 2001

Signature of Director

IAN RICHARD DAVIES

Signature of Director/Secretary*

DAVID ANDREW PEGG

[Print Name of Director]

[Print Name of Director/Secretary*]

(*delete the inapplicable)
SCHEDULE 1
PETROLEUM RETENTION LICENCE - PRL 78

DESCRIPTION OF LICENCE AREA

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

Area 1:
Commencing at a point being the intersection of latitude 28°15’45"S GDA94 and longitude 139°50’00"E AGD66, thence east to longitude 139°51’40"E AGD66, south to latitude 28°16’00"S AGD66, east to longitude 139°52’00"E AGD66, south to latitude 28°16’40"S AGD66, east to longitude 139°52’20"E AGD66, south to latitude 28°17’40"S GDA94, west to longitude 139°50’00"E AGD66, and north to the point of commencement.

Area 2:
Commencing at a point being the intersection of longitude 139°50’00"E AGD66 and latitude 28°22’35"S GDA94, thence east to longitude 139°52’00"E Clarke1858, south to latitude 28°23’00"S Clarke1858, east to longitude 139°53’00"E Clarke1858, south to latitude 28°24’00"S Clarke1858, east to longitude 139°55’00"E Clarke1858, south to latitude 28°25’00"S Clarke1858, east to longitude 139°56’30"E GDA94, south to latitude 28°30’15"S GDA94, west to longitude 139°54’05"E GDA94, north to latitude 28°26’45"S GDA94, west to longitude 139°50’00"E AGD66, north to latitude 28°24’40"S GDA94, east to longitude 139°50’15"E GDA94, north to latitude 28°24’35"S GDA94, east to longitude 139°50’20"E GDA94, north to latitude 28°24’30"S GDA94, east to longitude 139°50’25"E GDA94, north to latitude 28°24’20"S GDA94, east to longitude 139°50’30"E GDA94, north to latitude 28°24’05"S GDA94, west to longitude 139°50’10"E GDA94, north to latitude 28°24’00"S GDA94, west to longitude 139°50’00"E AGD66 and north to the point of commencement.

AREA: 98.23 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 HEREBEFOREREFERRED TO

PETROLEUM RETENTION LICENCE NO: 78

F2013/002331 AREA: 98.23 sq km (approx)
SCHEDULE 2 RESIDUAL WORK COMMITMENTS

There are no residual work commitments to be carried out within the Group Subject Area.
SUBJECT AREA DEED

Senex Energy Limited (ACN 008 942 827)

and

Minister for Mineral Resources and Energy
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SUBJECT AREA DEED

DATE 19 AUGUST 2013

PARTIES

THE MINISTER FOR MINERAL RESOURCES AND ENERGY, a body corporate pursuant to the Administrative Arrangements Act 1994, of 12th floor, 136 North Terrace, Adelaide, South Australia 5000 (Minister); and

AND

SENEX ENERGY LIMITED (ACN 008 942 827) of Level 14, 144 Edward Street, Brisbane, Queensland (Senex).

RECITALS

A. The Minister administers the Petroleum and Geothermal Energy Act 2000 (the “Act”).

B. Senex, or a company within the Senex Group of Companies, is the sole or joint registered holder, and operator, of a number of petroleum exploration licences granted under the Act in relation to areas located in the Cooper-Eromanga basins region of South Australia (more specifically defined as “PELs” in clause 1.18 of this Deed).

C. Senex proposes to apply for, or cause to be applied for, a series of petroleum retention licences pursuant to the Act in relation to the whole or part of the areas comprised within the PELs as nominated by Senex pursuant to this Deed.

D. The Minister shall consider the applications and, subject to satisfaction of the provisions of the Act in relation to the granting of petroleum retention licences, shall grant such licences in relation to those nominated areas to give effect to the objectives of this Deed as set out in Recitals E.

E. The objectives of this Deed are to advance the likelihood of efficient, commercial utilisation of the State of South Australia’s regulated resources by the granting of petroleum retention licences in respect of the areas nominated by Senex from within the PELs. To give effect to the objectives of this Deed the parties have agreed to the Scheme (as set out in clause 2 of this Deed) to be implemented pursuant to the terms and conditions of this Deed and the provisions of the Act.
OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

In this Deed unless the contrary intention appears:

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

1.2 "Actual Overall Expenditure" means:

1.2.1 in relation to the First Expenditure Period, the amount determined in accordance with clause 10.1; and

1.2.2 in relation to the Second or Third Expenditure Period, the amount expended on Eligible Activity in respect of the Subject Area during that period (and includes all expenditure referred to in clauses 10.2, 10.3 and 10.4 which is to be included as being made in the applicable period);

1.3 "Commencement Date" means the commencement date of this Deed being the date as set out in Item 1 of Schedule 1;

1.4 "Daily Overall Expenditure Target Amount" has the meaning assigned to that term in clause 9.2.

1.5 "Deed" means this Subject Area Deed and includes all annexures and schedules;

1.6 "Draft Form of Scheme Petroleum Retention Licence" has the meaning as set out in clause 3.2;

1.7 "Eligible Activity" means all exploration, appraisal and other petroleum operations that are authorised to be undertaken under a Scheme Petroleum Retention Licence and:

1.7.1 (for the avoidance of doubt) includes:

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

(b) flow-line(s) from a well head, initial or extended production testing required to establish the commerciality of discoveries, and associated gathering facilities, tank storage, dewatering, pumping, truck load out facilities and flow-lines to a processing facility or transport facility (but not a shared bulk facility, other than for a pro-rata amount attributable to the Eligible Activity);
1.7.2 but excludes operations in respect of an area after production from the area becomes, with requisite certainty, commercially feasible,

and includes operations and activities that are necessary for, or reasonably incidental to, Eligible Activity and such other activities as the Minister may from time to time approve as Eligible Activities for the purposes of this Deed.

1.8 "Equivalent Expenditure and Relinquishment Undertaking" is defined in clause 4.3;

1.9 "Expenditure Periods" means the First Expenditure Period, Second Expenditure Period and Third Expenditure Period; and "Expenditure Period" means any one of them;

1.10 "Expiry Date" means the date determined in accordance with Item 2 of Schedule 1 of this Deed;

1.11 "First Expenditure Period" means the period of five (5) years commencing on the Grant Date;

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

1.13 "Grant Date" means the date on which the Scheme Petroleum Retention Licences are granted by the Minister pursuant to clause 3.2;

1.14 "Group Subject Area" means the area referred to in clause 3.1.1(b);

1.15 "New Participant" means the person to whom it is proposed that an assignment of an interest in a Scheme Petroleum Retention Licence held by Senex or a company within the Senex Group of Companies and which has been approved by the Minister in accordance with the Act and this Deed;

1.16 "Nominated PEL" has the meaning as set out in clause 3.1.1(a);

1.17 "Overall Expenditure Target" means, in relation to an Expenditure Period, the amount determined in accordance with clause 9 for that Expenditure Period;

1.18 "PEL" means a petroleum exploration licence granted pursuant to the Act, in which Senex, or a company within the Senex Group of Companies, is a sole or joint licensee as at the Commencement Date in relation to areas in or about the Proven Productive Oil Play Trend (being the petroleum exploration licences as set out in Schedule 2);
1.19 "Proven Productive Oil Play Trend" means the area so delineated on the map in Schedule 4 as amended by written agreement of Senex and the Minister from time to time; 

1.20 "Qualifying Expenditure Period" means, in relation to a Nominated PEL, the period commencing on the date agreed by the parties for this purpose and expiring on the Grant Date; 

1.21 "Residual Work Program Commitments" means, in relation to a PEL, the work commitments imposed under that PEL which have not been discharged as at the Commencement Date, being those commitments set out in Schedule 3 for each PEL; 

1.22 "Scheme" means the scheme more specifically described in clause 2; 

1.23 "Scheme Petroleum Retention Licences" means, in relation to any point in time during the Term, the petroleum retention licences which either have been granted by the Minister or are otherwise participating in the Scheme pursuant to clauses 3.2 and 5 of this Deed as at that point in time (but excludes any petroleum retention licences which have ceased to participate in the Scheme pursuant to clause 4 of this Deed). 

1.24 "Second Expenditure Period" means the period of five (5) years commencing on the day following the expiry of the First Expenditure Period; 

1.25 "Senex Group of Companies" means Senex Energy Limited (ACN 008 942 827) and each of its related bodies corporate (as that term is defined in the Corporations Act 2001) which has an interest in a Nominated PEL or a Scheme Petroleum Retention Licence from time to time, as at the Commencement Date being those companies as set out in Item 3 of Schedule 1; 

1.26 "Subject Area" means, in relation to any point in time, the area the subject of the Scheme Petroleum Retention Licences as at that point in time; 

1.27 "Term" means the term of this Deed as set out in clause 19; 

1.28 "Third Expenditure Period" means the period of five (5) years commencing on the day following the expiry of the Second Expenditure Period; 

1.29 "Year" means the twelve (12) month period commencing on the Grant Date and each successive twelve (12) month period which commences on an anniversary of the Grant Date; 

1.30 words or expressions given meaning in the recitals have the same meaning in the body of this Deed; 

1.31 words or expressions importing the singular include the plural and vice versa;
1.32 words or expressions importing a gender include the other gender;
1.33 words or expressions denoting individuals include corporations, firms, unincorporated bodies, government authorities and instrumentalities;
1.34 a reference to a party includes that party’s successors and permitted assigns;
1.35 where a word or expression is defined or given meaning, another grammatical form has a corresponding meaning;
1.36 any heading, index, table of contents or marginal note is for convenience only and does not affect the interpretation of this Deed;
1.37 a reference to this Deed or another document includes that document as amended, varied, novated, supplemented or replaced from time to time;
1.38 a reference to legislation or a provision of legislation includes:
   1.38.1 all regulations, orders or instruments issued under the legislation or provision; and
   1.38.2 any modification, consolidation, amendment, re-enactment, replacement or codification of such legislation or provision.
1.39 a reference to two or more persons is a reference to those persons jointly and severally;
1.40 a reference to dollars is to Australian dollars; and
1.41 the word “or” is not exclusive.

2. **THE SCHEME**

2.1 The parties agree that the purpose of the “Scheme”, the subject matter of this Deed, is to establish the overall expenditure commitment to which Senex will be subject to during the Expenditure Periods in respect of the undertaking of Eligible Activity across the entire region the subject of the Scheme Petroleum Retention Licences.

2.2 The Parties further agree that, subject to the provisions of the Act and the terms and conditions set out in the Deed, it is proposed that the Scheme be implemented as follows:

   2.2.1 Senex will nominate PELs for participation in the Scheme (as a condition precedent to this Deed pursuant to clause 20) and apply to the Minister for the grant of petroleum retention licences covering those areas as nominated by Senex from within the Nominated PELs and, subject to compliance with
the provisions of the Act, the Minister will grant the Scheme Petroleum Retention Licences;

2.2.2 the Residual Work Program Commitments (or a portion thereof) of each Nominated PEL will be incorporated into the Scheme Petroleum Retention Licences that are granted for the Group Subject Area applicable to the Nominated PEL (and will apply across the whole of that Group Subject Area); and

2.2.3 Senex will during the Expenditure Periods be subject to a further minimum overall expenditure commitment in connection with the undertaking of petroleum operations across the entire region the subject of the Scheme Petroleum Retention Licences.

3. APPLICATION FOR AND GRANT OF SCHEME PETROLEUM RETENTION LICENCES

Application for Scheme Petroleum Retention Licences

3.1 As soon as practicable after the date of this Deed, Senex will

3.1.1 give a notice to the Minister which:

(a) lists those PELs which it nominates for participation in the Scheme (each, a "Nominated PEL");

(b) sets out complete details of the areas of each Nominated PEL for which a series of Scheme Petroleum Retention Licences are to be applied for (a "Group Subject Area");

(c) (where the Group Subject Area does not comprise the whole of the area of a Nominated PEL) sets out Senex's submission as to the portion of the Residual Work Program Commitments of that Nominated PEL that should be imposed in respect of the applicable Group Subject Area;

3.1.2 make application pursuant to the Act, for the grant of a series of petroleum retention licences covering each Group Subject Area (with the area of each petroleum retention licence not to exceed the limits as set out in Section 31 of the Act); and

3.1.3 provide such other information as may be required by the Minister in order to consider and facilitate the grant of Scheme Petroleum Retention Licences.
3.1A Senex will use its best endeavours to have the holders of each PEL agree that the PEL will become a Nominated PEL under clause 3.1 and will keep the Minister properly informed of its progress in seeking the agreement of the PEL holders.

Grant of Scheme Petroleum Retention Licences

3.2 Upon receiving an application for the granting of the petroleum retention licences pursuant to clause 3.1.2, the Minister shall:

3.2.1 consider the application in accordance with the Act; and

3.2.2 where the Minister is satisfied with the application:

(a) cause to be prepared drafts of the Scheme Petroleum Retention Licences applied for under the application on the basis that:

(i) the terms of each Scheme Petroleum Retention Licence will be substantially in the form as set out in the draft form of Scheme Petroleum Retention Licence as set out in Annexure 1 ("Draft Form of Scheme Petroleum Retention Licence");

(ii) the Scheme Petroleum Retention Licences shall have the same date of commencement;

(iii) each Scheme Petroleum Retention Licence will cover an area not exceeding the limits as set out in Section 31 of the Act; and

(iv) the minimum work commitments imposed under the Scheme Petroleum Retention Licences for each Group Subject Area will be the Residual Work Program Commitment for the applicable Nominated PEL (except where a Group Subject Area does not comprise the whole of the area of a Nominated PEL, in which case the minimum work commitments for the Scheme Petroleum Retention Licences for that Group Subject Area will comprise such reasonable portion of the applicable Residual Work Program Commitments as determined by the Minister);

(b) upon obtaining the approval of each proposed licensee to a Scheme Petroleum Retention Licence, cause that Scheme Petroleum Retention Licences to be granted on the date agreed by the Minister, Senex and those licensees; and
(c) cause the Scheme Petroleum Retention Licences and this Deed to be registered pursuant to Section 115 of the Act.

4. **DIVESTMENT OF SCHEME PETROLEUM RETENTION LICENCES**

4.1 If:

4.1.1 Senex, or a company within the Senex Group of Companies, applies for an assignment of its interest in a Scheme Petroleum Retention Licence (Subject Licence) pursuant to Section 114 of the Act, with the effect of the proposed assignment being that neither Senex nor any company within the Senex Group of Companies will be a licensee of the Subject Licence following the assignment;

4.1.2 the New Participant, together with each other licensee of the relevant Subject Licence, has agreed, in writing, to be bound by an Equivalent Expenditure and Relinquishment Undertaking in respect of the Subject Licence (separate from the Scheme); and

4.1.3 the assignment to the New Participant is approved by the Minister pursuant to the Act,

then the Subject Licence will cease to be a Scheme Petroleum Retention Licence for the purpose of this Deed from the date on which the assignment of the interest from Senex or the company within the Senex Group is approved and registered by the Minister pursuant to Section 113 of the Act.

4.2 If:

4.2.1 Senex, or a company within the Senex Group of Companies, applies for an assignment of its interest in a Subject Licence pursuant to Section 114 of the Act, with the effect of the proposed assignment being that neither Senex nor any other company within the Senex Group of Companies will be a licensee of the Subject Licence following the assignment;

4.2.2 the New Participant of that Subject Licence does not agree to be bound to an Equivalent Expenditure and Relinquishment Undertaking, but each of the Minister, Senex, the New Participants, any other licensee of the Subject Licence agree that the Subject Licence will continue to be considered as part of the Scheme; and

4.2.3 the assignment is approved by the Minister pursuant to the Act,
then the area of that Subject Licence will continue to form part of the Subject Area for the purpose of determining the Overall Expenditure Target for an Expenditure Period pursuant to clause 9 (and in any event, without prejudice to any minimum work commitment imposed under the Subject Licence, which will continue to apply following the assignment).

4.3 **"Equivalent Expenditure and "Relinquishment Undertaking"** means, in relation to a Subject Licence, an undertaking by the incoming licensees of that Subject Licence in favour of the Minister, on terms and conditions satisfactory to the Minister in accordance with the Act, to:

4.3.1 cause to be expended on Eligible Activity in the area of the Subject Licence the commensurate amount, as reasonably determined by the Minister, as that which Senex would have been required to expend (or cause to be expended) had the Subject Licence continued to participate in the Scheme for the remainder of the applicable Expenditure Periods; and

4.3.2 where such expenditure is not made, cause to be surrendered from the Subject Licence an area determined on the same basis as set out in clause 7 upon the renewal of the Subject Licence.

5. **NEW SCHEME PETROLEUM RETENTION LICENCES**

**Acquisition of Petroleum Exploration Licences**

5.1 If during the Term Senex or a company within the Senex Group of Companies becomes a licensee of a petroleum exploration licence pursuant to the Act within the Proven Productive Oil Play Trend, or wishes to nominate another PEL for inclusion in the Scheme, then it may make application to the Minister for a series of petroleum retention licences to be granted pursuant to the Act covering all or part of the area comprised within that petroleum exploration licence.

5.2 If Senex makes an application to the Minister pursuant to clause 5.1, then (subject to clause 5.3) the provisions of clause 3.2 of this Deed will apply in relation to the granting of the new Scheme Petroleum Retention Licences.

**Terms of New Scheme Petroleum Retention Licences**

5.3 Where a new Scheme Petroleum Retention Licence is to be issued by the Minister pursuant to clause 5.2, the terms of that Scheme Petroleum Retention Licence will be in substantially the same form as the Draft Form Scheme Petroleum Retention...
Licence subject to such changes as the Minister considers necessary to recognise the different commencement date of that Scheme Petroleum Retention Licence to those Scheme Petroleum Retention Licences which were issued under clause 3.2 (and, in particular, recognising that expenditure on Eligible Activity under the new Scheme Petroleum Retention Licences is to be assessed in respect of the Expenditure Periods).

Acquisition of Petroleum Retention Licences

5.4 If during the Term Senex, or a company within the Senex Group of Companies, acquires a petroleum retention licence pursuant to the Act within the Proven Productive Oil Play Trend (for example, derived from a petroleum production licence), then Senex may elect (by notice in writing to the Minister) for the acquired petroleum retention licence to be a Scheme Petroleum Retention Licence for the purpose of this Deed, in which case the petroleum retention licence will participate in the Scheme with effect from the date of Senex's election.

6. SUBJECT AREA EXPENDITURE

6.1 During the Term Senex undertakes to cause to be carried out Eligible Activity across the Subject Area:

6.1.1 in the First Expenditure Period, the cost of which is at least equal to the Overall Expenditure Target for that period;

6.1.2 in the Second Expenditure Period, the cost of which is at least equal to the Overall Expenditure Target for that period; and

6.1.3 in the Third Expenditure Period, the cost of which is at least equal to an amount commensurate with the Daily Overall Expenditure Target Amount as defined in clause 9.2 or another amount to be agreed between the parties in writing (prior to the start of the Third Expenditure Period) as is reasonable having regard to:

(a) the expenditure then carried out under this Deed over the First and Second Expenditure Periods;

(b) the information then known about the petroleum resource within the Subject Area; and

(c) all further information as is relevant to understanding the extent to which production from the area remaining within the Subject Area is commercially feasible.
6.2 In satisfying its obligations under clause 6.1, Senex will have the right to determine in its absolute discretion the areas in which Eligible Activity is undertaken within the Subject Area.

6.3 In the event of Senex failing to cause to be expended on Eligible Activity the Overall Expenditure Target in relation to any Expenditure Period, the parties acknowledge and agree that:

6.3.1 Senex will not be liable to pay the Minister any compensation in respect of loss or damage as a result of the failure nor will any Scheme Petroleum Retention Licence, subject to the requirements of the Act, be subject to cancellation or variation as a result (and the Minister releases Senex from any liability which the Senex may otherwise have to the Minister for the failure);

6.3.2 the failure to cause to be expended on Eligible Activity the Overall Expenditure Target in relation to the Expenditure Period shall not be considered a breach of this Deed; and

6.3.3 the sole consequences of the failure to cause to be expended on Eligible Activity the Overall Expenditure Target in relation to any Expenditure Period, will be as provided for under clauses 7.3 and 7.6.

7. RENEWAL AND SURRENDER OF SCHEME PETROLEUM RETENTION LICENCES

First Renewal and Surrender Obligations

7.1 Prior to the expiry of the first five (5) year term of a Scheme Petroleum Retention Licence, Senex may apply, or cause the applicable licensees to apply, for a renewal of that Scheme Petroleum Retention Licence for a second five (5) year term in accordance with the Act.

7.2 If:

7.2.1 all or some of the Scheme Petroleum Retention Licences are renewed at the end of their initial term; and

7.2.2 the Actual Overall Expenditure during the First Expenditure Period is equal to or greater than the Overall Expenditure Target for the First Expenditure Period (as determined as at the end of that period) (First Overall Expenditure Target),
then the parties acknowledge and agree that Senex will not be required to apply for, or cause to be applied for, a surrender of any Scheme Petroleum Retention Licence (or any part thereof) in connection with the First Expenditure Period.

7.3 If:

7.3.1 all or some of the Scheme Petroleum Retention Licences are renewed at the end of their initial term; and

7.3.2 the Actual Overall Expenditure during the First Expenditure Period is less than the First Overall Expenditure Target,

then Senex shall apply for, or cause to be applied for, a surrender (pursuant to Section 89 of the Act) from the Scheme Petroleum Retention Licences a portion (expressed as a percentage) of the Subject Area equal to the lesser of 68.3261% and the amount determined in accordance with the following formula:

\[
\frac{(\text{FOET} - \text{AOE}) \times 100}{\text{FOET}}
\]

where:

FOET is the First Overall Expenditure Target; and

AOE is the Actual Overall Expenditure for the First Expenditure Period.

Second Renewal and Surrender Obligations

7.4 Prior to the expiry of the second five (5) year term of a Scheme Petroleum Retention Licence, Senex may apply, or cause the applicable licensees to apply, for a renewal of the Scheme Petroleum Retention Licence for a third five (5) year term in accordance with the Act.

7.5 If:

7.5.1 all or some of the Scheme Petroleum Retention Licences are renewed as at the end of their first renewed term; and

7.5.2 the Actual Overall Expenditure during the Second Expenditure Period was equal to or greater than the Overall Expenditure Target for the Second Expenditure Period (as determined as at the end of that period) (Second Overall Expenditure Target),

then the parties acknowledge and agree that Senex will not be required to apply for, or cause to be applied for, a surrender of any Scheme Petroleum Retention Licence (or any part thereof) in connection with the Second Expenditure Period.
7.6 If:

7.6.1 all or some of the Scheme Petroleum Retention Licences are renewed at the end of their first renewed term; and

7.6.2 the Actual Overall Expenditure during the Second Expenditure Period is less than the Second Overall Expenditure Target,

then Senex shall apply for, or cause to be applied for, a surrender (pursuant to Section 89 of the Act) from the Scheme Petroleum Retention Licences a portion (expressed as a percentage) of the Subject Area equal to the amount determined in accordance with the following formula:

\[
\frac{(SOET - AOE)}{SOET} \times 100
\]

where:

SOET is the Second Overall Expenditure Target; and

AOE is the Actual Overall Expenditure for the Second Expenditure Period.

**Surrendered Areas**

7.7 Senex will have the right to put a proposal in writing to the Minister which nominates the areas which are to be surrendered from the Subject Area in satisfaction of its obligation under clause 7.3 or 7.6 and, in that event, the Minister may accept the proposal in accordance with Section 89 of the Act and if it reasonably allows for the grant of new petroleum exploration licences over the area or areas to be surrendered.

8. **ADDITIONAL SURRENDERS**

Senex may apply, or cause an application to be made, to the Minister pursuant to Section 89 of the Act for the surrender of areas from a Scheme Petroleum Retention Licence from time to time throughout the Term in excess of any surrender requirement as required under this Deed. Any such application for surrender:

8.1 shall comprise where technically feasible and having regard to good oil and gas field practice the least number of separate areas or area, and of dimensions reasonably suitable for offering as exploration licences to a third party; and

8.2 will be effected on a date to be determined by the Minister and will be credited against any applicable surrender commitment due at the end of the Expenditure Period within which the surrender occurred.
9. OVERALL EXPENDITURE TARGETS

9.1 The Overall Expenditure Target for the First Expenditure Period or the Second Expenditure Period (as applicable) will be the amount equal to:

9.1.1 the sum of all Daily Overall Expenditure Target Amounts for the applicable period; less

9.1.2 the amount of any relief granted by the Minister pursuant to clause 11 by reason of a Force Majeure Event occurring during that period.

9.2 For the purposes of clause 9.1, a "Daily Overall Expenditure Target Amount" is, in relation to any day within the applicable period, the amount equal to $12.33 multiplied by the number of square kilometres comprised within the Subject Area on that day.

10. ACTUAL OVERALL EXPENDITURE

10.1 The Actual Overall Expenditure for the First Expenditure Period shall be the amount equal to:

10.1.1 the aggregate amount expended on Eligible Activity undertaken in the Subject Area during the First Expenditure Period; plus

10.1.2 the aggregate amount expended on Eligible Activity undertaken in the Subject Area under the Nominated PELs during the applicable Qualifying Expenditure Periods ("Total Qualifying Expenditure"); less

10.1.3 that part of the Total Qualifying Expenditure which was expended on carrying out all Eligible Activity that was required to be undertaken so as to satisfy the minimum work commitments imposed under the Nominated PELs; less

10.1.4 any expenditure which is incurred in carrying out Eligible Activity required to be undertaken so as to satisfy any Residual Work Program Commitments under the Scheme Petroleum Retention Licences.

10.2 If the Actual Overall Expenditure for the Second Expenditure Period would (were it not for this clause) be less than the Overall Expenditure Target for the Second Expenditure Period, but there is expenditure that is committed by inclusion in a firm or forecast programme and budget for expenditure for a period after the end of the Second Expenditure Period in respect of the Subject Area, then the amount of the commitment shall be included in the Actual Overall Expenditure for that Second Expenditure Period.

10.3 Where the Actual Overall Expenditure for the First Expenditure Period exceeds the
Overall Expenditure Target for that period, the amount of the excess shall be carried over and deemed to form part of the Actual Overall Expenditure for the Second Expenditure Period (should this Deed be in force and effect during the Second Expenditure Period).

10.4 Where the Actual Overall Expenditure for the Second Expenditure Period exceeds the Overall Expenditure Target for that period, the amount of the excess shall be carried over and deemed to form part of the Actual Overall Expenditure for the Third Expenditure Period (should this Deed be in force and effect during the Third Expenditure Period).

11. FORCE MAJEURE

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

11.2 If Senex issues a notice pursuant to clause 11.1 above, then the Minister may request such further information as the Minister requires in order to make a determination under this clause.

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

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

11.5 Notwithstanding any other provision in this clause, Senex must:

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

11.5.2 keep the Minister informed of the continuation and expected duration of the Force Majeure Event and of measures taken to comply with this clause; and

11.5.3 recommence performance of its obligations as soon as possible without delay
after the Force Majeure Event has ceased to exist.

12. AUDITED ACCOUNTS AND REPORTING

12.1 Senex must provide the Minister, within three (3) months of the end of each Year:

12.1.1 independently audited accounts of the expenditure expended on Eligible Activity undertaken in respect of the Subject Area during that Year;

12.1.2 to the extent practicable, an indicative 5 year work program for each Expenditure Period will be provided to the Minister by Senex as soon as practical ahead of the commencement of any Expenditure Period. This will enable Government forecasts without any implied requirement to apply for work program variations;

12.1.3 Senex's best estimate of the work program and associated amount of expenditure which will be made on Eligible Activity in the next Year (and overall for the First Expenditure Period and the Second Expenditure Period); and

12.1.4 such other information as the Minister may reasonably require from time to time in connection with the undertaking of Eligible Activity in the Subject Area.

12.2 If in respect of the final Year of an Expenditure Period, the audited expenditure shows the required area to be surrendered is greater than the actual area surrendered, the Minister may require further areas to be surrendered to bring it to the level it should have been under clause 7.3 or 7.6 (as applicable) and Senex will cause such further areas to be surrendered from the Subject Area.

13. GOVERNING LAW

13.1 This Deed is governed by the law in force in South Australia.

13.2 The parties submit to the exclusive jurisdiction of the courts of South Australia and any courts that may hear appeals from those courts in respect of any proceedings in connection with this Deed.

14. WAIVER

14.1 The non-exercise or delay in exercising any power or right by a party does not operate as a waiver of that power or right, nor does any single exercise of a power or
right preclude any other exercise of it or the exercise of any other power or right.

14.2 A power or right may only be waived in writing, signed by the party entitled to exercise that power or right.

15. AMENDMENT
This Deed may only be amended or supplemented in writing signed by the parties.

16. ENTIRE AGREEMENT
This Deed and the various Scheme Petroleum Retention Licences contains the entire agreement between the parties in relation to its subject matter.

17. SEVERABILITY
Any provision of this Deed which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Deed or affecting the validity or enforceability of that provision in any other jurisdiction.

18. COUNTERPARTS
18.1 This Deed may be executed in any number of counterparts, and by the parties in separate counterparts, but is not effective until each party has executed at least one counterpart.

18.2 Each counterparty of this Deed constitutes an original of this Deed by the counterparts together constitute one and the same instrument.

19. TERM
This Deed commences on the Commencement Date and expires on the Expiry Date.

20. CONDITION PRECEDENT
20.1 The parties agree that neither party is bound by the terms and conditions of this Deed (except this clause 20 and clause 3.1) unless and until the following conditions are satisfied in full by 31 October 2013:
20.1.1 Senex must obtain written authority (to the satisfaction of the Minister) from the group of companies comprising the Senex Group of Companies to be bound by the terms of this Deed; and

20.1.2 Senex nominates PELs 88 (part), 90, 102 and 113 as Nominated PELs.

20.2 Until satisfaction of the conditions set out in clause 20.1.1 and 20.1.2 the parties agree that:

20.2.1 the Minister will be under no obligation under this Deed (except this clause 20);

20.2.2 any act done by either party in performance of the requirements of this Deed (except this clause 20) will be taken to be gratuitous acts of good faith only;

20.2.3 the condition precedents are for the sole benefit of the Minister and as a result the requirement to satisfy the condition precedents (as set out in clauses 20.1.1 and 20.1.2) can only be waived by written notice of the Minister; and

20.2.4 Senex waives any right of action, claim or remedy which Senex may have against the Minister in connection with any act, matter or thing performed or to be performed by the Minister prior to the satisfaction of the conditions in clause 20.

20.3 If the conditions are not satisfied in full by 31 December 2013 then the Minister may:

20.3.1 terminate this Deed by written notice to Senex and this Deed will then be of no further force and effect;

20.3.2 waive the conditions by written notice and on the service of that notice this Deed becomes unconditional and binds the parties; or

20.3.3 extend the time limit for the satisfaction of the conditions and if Senex fails to satisfy the condition within that extended period exercise any of the rights contained in this clause.

21. **COMPLIANCE WITH ACT**

This Deed shall be read and construed in accordance with the requirements of the Act and nothing in this Deed shall, or be construed as, compromising the Minister's rights, obligation or discretion under the Act.
22. **TERMINATION**

The Minister may terminate this Deed at any time either immediately or on a later nominated date by written notice to Senex if either of the following occur:

22.1 Senex enters into any form of Insolvency Administration; or

22.2 Senex defaults in its obligations under clause 7.3, 7.6 or 12.2 and fails to remedy that breach within twenty one (21) days of being provided with a written notice from the Minister requiring Senex to remedy the breach.

22.3 "Insolvency Administration" means:

22.3.1 Senex has proposed a compromise or arrangement with its creditors;

22.3.2 an administrator is appointed to Senex;

22.3.3 Senex resolves to be wound up voluntarily;

22.3.4 Senex appoints a liquidator to wind up its affairs;

22.3.5 Senex is wound up by the Supreme Court, voluntarily or under the *Associations Incorporation Act 1985 (SA)* or the *Corporations Act 2001 (Cth)*;

22.3.6 Senex ceases to carry on business; or

22.3.7 Senex is unable to pay its debts.
EXECUTED as a Deed

THE COMMON SEAL of

MINISTER FOR MINERAL RESOURCES AND ENERGY was hereunto affixed by the authority of

the Minister in the presence of:

[Signature]

Witness

[Signature]

Name
(BLOCK LETTERS)

EXECUTED by SENEX ENERGY LIMITED (ACN 008 942 827) in accordance with section 127 of the Corporations Act by:

[Signature]

Director

[Signature]

Director/Secretary

[Signature]

Name
(BLOCK LETTERS)
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<th>ITEM 1</th>
<th>COMMENCEMENT DATE</th>
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<td>This Deed shall expire on the earliest to occurrence of the following:</td>
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<td>(a) The effective date of termination if this Deed is terminated by the Minister in accordance with clause 22 (Termination); and</td>
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<td>(b) upon the date of the expiration and non renewal of the last Scheme Petroleum Retention Licence.</td>
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<td>Stuart Petroleum Pty Ltd ACN 059 146 266 c/- Level 14, 144 Edward Street, Brisbane, Queensland, 4000</td>
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## SCHEDULE 2 --PETROLEUM EXPLORATION LICENCES

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<td>Acer Energy Pty Limited ACN 101 313 777</td>
<td>% holding</td>
<td>25.835%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cooper Energy Ltd ACN 096 170 295</td>
<td></td>
<td>19.165%</td>
</tr>
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<tr>
<th>PEL 102</th>
<th>Senex Group Entity</th>
<th>Stuart Petroleum Pty Ltd ACN 059 146 226</th>
<th>% holding</th>
<th>100%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Other Licensees</td>
<td>N/A</td>
<td>% holding</td>
<td>N/A</td>
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</table>
| Senex Group Entity | Victoria Oil Exploration (1977) P/L ACN 008 898 431  
| Permian Oil Pty Ltd ACN 104 456 386 | % holding | 40%  
| Other Licensees | Springfield Oil and Gas Pty Ltd ACN 096 163 594  
| Impress (Cooper Basin) Pty Ltd ACN 101 503 780 | % holding | 15%  
| Senex Group Entity | Victoria Oil Exploration (1977) Pty Ltd ACN 008 898 431 | % holding | 60%  
| Other Licensees | Cooper Energy Ltd ACN 096 170 295  
| Orca Energy Limited ACN 009 121 644 | % holding | 20%  
| Senex Group Entity | Victoria Oil Exploration (1977) Pty Ltd ACN 008 898 431  
| Permian Oil Pty Ltd ACN 104 456 386 | % holding | 40%  
| Other Licensees | Springfield Oil & Gas Pty Ltd ACN 096 163 594  
| Impress (Cooper Basin) Pty Ltd ACN 101 503 780 | % holding | 15%  

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<thead>
<tr>
<th>PEL 113</th>
<th>Senex Group Entity</th>
<th>Stuart Petroleum Pty Ltd ACN 059 146 226</th>
<th>% holding</th>
<th>100%</th>
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<tbody>
<tr>
<td>Other Licensees</td>
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<td>% holding</td>
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<tr>
<th>PEL 115</th>
<th>Senex Group Entity</th>
<th>Victoria Oil Exploration (1977) Pty Ltd ACN 008 898 431</th>
<th>% holding</th>
<th>55%</th>
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<td></td>
<td>Stuart Petroleum Pty Ltd ACN 059 146 226</td>
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<td>25%</td>
</tr>
<tr>
<td>Other Licensees</td>
<td>Komodo Energy Pty Ltd ACN 134 922 348</td>
<td>% holding</td>
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<th>PEL 182</th>
<th>Senex Group Entity</th>
<th>Victoria Oil Exploration (1977) Pty Ltd ACN 008 898 431</th>
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<th>52.5%</th>
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<td>Other Licensees</td>
<td>Acer Energy Ltd ACN 101 313 777</td>
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<td></td>
<td>Strategic Energy Resources Limited ACN 051 212 429</td>
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<td></td>
<td>Australian Oil Company No.2 Pty Ltd ACN 114 298 556</td>
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<th>PEL 514</th>
<th>Senex Group Entity</th>
<th>Stuart Petroleum Cooper Basin Oil Pty Ltd ACN 130 588 019</th>
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<tr>
<td>Other Licensees</td>
<td>Planet Cooper Basin Pty Ltd ACN 139 986 324</td>
<td>% holding</td>
<td>50%</td>
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## SCHEDULE 3 - RESIDUAL WORK PROGRAM COMMITMENTS

<table>
<thead>
<tr>
<th>PEL</th>
<th>Residual Work Program Carried Into PRLs</th>
<th>Wells Number</th>
<th>2D km</th>
<th>3D Sq km</th>
<th>Other</th>
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<td>12</td>
<td></td>
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</tr>
<tr>
<td>Total</td>
<td></td>
<td>19</td>
<td>300</td>
<td>180</td>
<td></td>
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</table>

### Notes

1. The Eligible Activity on guaranteed work programs committed to under PELs that are rolled into relevant PRLs are excluded from the Actual Overall Expenditures for the First Expenditure Period by virtue of clause 10.1.4.

2. Because this schedule has been compiled as at the date of this document prior to the Grant Date, the Residual Work Program Commitments for the purposes of PRL grant may differ from that listed above by reason of:
   
   a. Eligible Activity currently underway (specifically, the Dundinna seismic survey which might constitute performance of some or all of the seismic work programs referred to above); and
   
   b. Eligible Activity that might start after the date of this document but before the Grant Date.
SCHEDULE 4 - MAP DELINEATING THE PROVEN PRODUCTIVE OIL PLAY-TEND IN THE COOPER-EROMANGA BASIN

SENEX ENERGY LICENCES IN THE COOPER BASIN
ANNEXURE 1 – FORM OF SCHEME PETROLEUM RETENTION LICENCE
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000 (SA)

PETROLEUM RETENTION LICENCE

PRL [insert]

I, BARRY ALAN GOLDBSTEIN, 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 (SA) and all other enabling powers, for and on behalf of the Minister for Mineral Resources and Energy (Minister) pursuant to a delegation dated 21 March 2012 HEREBY GRANT to:

- [insert name and ACN]
- [insert name and ACN]

(the "Licensees")

a petroleum retention licence pursuant to Section 30(1) of the Act, in relation to all relevant regulated resources in respect of the Licence Area for the Term.

LICENCE CONDITIONS

23. DESCRIPTION OF LICENCE AREA

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

24. DEFINITIONS AND INTERPRETATION

In this Licence unless the context otherwise requires:

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

24.2 "First Renewed Term" means the first five (5) year renewed term of this Licence commencing on the day following the expiry of the Initial Term;

24.3 "Group Subject Area" means the area, from time to time, the subject of all the petroleum retention licences granted to the Licensees in respect of the areas comprised within the Subject PEL prior to the date of their grant, being this Licence and petroleum retention licences numbered [insert];

24.4 "Initial Term" means term referred to in clause 3.1 of this Licence;
24.5 "Licence" means this petroleum retention licence and includes any Schedules or Annexures attached to it;

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

24.7 "Second Renewed Term" means the second 5 year renewed term of this Licence commencing on the day following the expiry of the First Renewed Term;

24.8 "Subject Area Deed" means the deed between the Minister and Senex Energy Limited ACN 008 942 827 dated [TBA] 2013, a copy of which is attached a Annexure 1 to this Licence;

24.9 "Subject PEL" means petroleum exploration licence [insert] granted under the Act;

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

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

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

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

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

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

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

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

24.16 a reference to dollars is to Australian dollars.

25. **TERM AND RENEWAL**

25.1 The initial term of this Licence is the period commencing on the date of this Licence and, subject to the provisions of the Act, expiring on the day which is five (5) years after that date (Initial Term).
25.2 The Licensees may apply for a renewal of this Licence in accordance with the Act for the First Renewal Term and, if relevant, the Second Renewal Term.

25.3 The Minister may grant a renewal of this Licence for the First Renewal Term or the Second Renewal Term (as applicable) in accordance with the Act and with clause 3.4 of this Licence.

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

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

25.4.2 The performance of, or compliance with, the obligations under this Licence, the Subject Area Deed and the Act by the Licensees during the previous term (being the Initial Term or the First Renewal Term as the case may be) to the reasonable satisfaction of the Minister.

25.4.3 The primary objective of the Subject Area Agreement, as set out in Recital E of the Subject Area Deed, being to “advance the likelihood of efficient, commercial utilisation of the State of South Australia’s regulated resources by the granting of petroleum retention licences”.

25.4.4 The mutual intention of the Minister and Senex that the “Scheme” implemented pursuant to the Subject Area Deed be the means to give effect to that primary objective.

25.5 Upon the expiry of the Second Renewed Term, the Licensees may apply for a further renewal of this Licence.

26. AUTHORISED OPERATIONS

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

26.1 exploratory and appraisal operations for relevant regulated resources;

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

26.3 such other regulated activities as are approved by the Minister from time to time.
27. **DIVISION OF REGULATED ACTIVITIES**

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

27.2 The Minister’s prior written approval is required for activities requiring high level official surveillance in accordance with the Regulation 19 of the Regulations to the Act.

28. **USE OF INFORMATION**

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

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

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

29. **SECURITY**

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

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

29.2.1 cash; or

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

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

29.4 All charges incurred by the Licensees in obtaining and maintaining the Security shall be met by the Licensees.
29.5 If upon expiry, this Licence is not renewed and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensees.

30. INSURANCE

30.1 The Licensees must:

30.1.1 effect and maintain in force during the Term of this licence public liability insurance to cover regulated activities under this Licence (including sudden and accidental pollution) in the name of the Licensees for a sum not less than $20,000,000 or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;

30.1.2 effect and maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensees for a sum not less than $10,000,000 or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require; and

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

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

31. PRODUCTION PAYMENTS

The Licensee shall upon production of a regulated resource from the Licence Area, comply with either (whichever is relevant):
31.1 its obligations under Clause [insert clause] of the Deed dated [insert date] between the Licensee, the Minister, and the [insert claimant name] native title claimant party, entered into for the purposes of Section 31 of the Native Title Act 1993; or

31.2 its obligations under clause [insert reference to relevant clause] of the Acceptance Contract Conditions of the [insert name of NT party] Conjunctive Petroleum Indigenous Land Use Agreement, entered into by the Licensee by the execution of an Acceptance Deed on [insert date].

32. ENVIRONMENTAL IMPACT

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

32.2 Pursuant to Section 75 of the Act the Licensees warrant that it has adequate technical and financial resources to ensure compliance with the Licensee’s environmental obligations (including the rehabilitation of land adversely affected by regulated activities carried out under the licence).

33. NO EXCLUSION OF WELL OR FACILITY LIABILITY

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

34. GROUP SUBJECT AREA - WORK PROGRAM COMMITMENTS

34.1 During the Initial Term, the Licensees shall carry out or cause to be carried out the work program commitments as set out in Schedule 2 of this Licence in the Group Subject Area.
34.2 The Licensees may, by notice to the Minister pursuant to Section 33 of the Act, at any time during the Initial Term, make application to substitute the drilling of any well required by clause 12.1 above for the acquisition of 160 square kilometres of 3D seismic.

34.3 The Minister may, pursuant to Section 33 (4) of the Act, accept the Licensees' application under clause 12.2 except in circumstances where such acceptance would result in there being no well drilled in the Group Subject Area during either the term of the Subject PEL or the Initial Term.

35. **SUBJECT AREA DEED**

35.1 The Licensees hereby agree to give effect to the terms and conditions of the Subject Area Deed by complying with the obligations as set out in this Licence.

35.2 The Licensees further confirm that this Licence constitutes a "Scheme Petroleum Retention Licence" for the purpose of the Subject Area Deed.

35.3 For the purpose of clause 14 of this Licence, any term defined in the Subject Area Deed has the same meaning as in this Licence.

36. **SUBJECT AREA OVERALL EXPENDITURE TARGETS AND SURRENDER ARRANGEMENTS**

36.1 The Licensees and the Minister acknowledge the arrangements agreed under the Subject Area Deed:

   36.1.1 for there to be expenditure on Eligible Activity in respect of the Subject Area during the Expenditure Periods; and

   36.1.2 for there to be a surrender effected from parts of the Subject Area if the Actual Overall Expenditure in respect of the Subject Area is less than the Overall Expenditure Target for any Expenditure Period,

and that these arrangements may require the Licensees to apply for the surrender of areas from the Licence Area so as to satisfy the surrender obligations arising under the Subject Area Deed.

36.2 If the Licensees elect to surrender all or part of the Licence Area so as to satisfy the surrender obligations arising under the Subject Area Deed in respect of an Expenditure Period, they shall make application to the Minister pursuant to Section
89 of the Act as soon as practicable following this Licence being renewed for a further term following the end of that Expenditure Period.

37. ADDITIONAL SURRENDER

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

38. CONFIGURATION OF SURRENDERED AREAS

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

39. EFFECT OF A PETROLEUM PRODUCTION LICENCE BEING GRANTED

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

40. ASSIGNMENT

If this Licence is proposed to be assigned in accordance with clause 4.2 of the Subject Area Deed, then the Licensees agree that, subject to approval of the assignment being granted by the Minister pursuant to the Act and any amendments being made to the terms of this Licence in accordance with the Act, the work program commitments in this Licence will continue for the residual Term of this Licence.

41. TERMINATION

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

Date: ________________________________
BARRY A. GOLSTEIN

Executive Director, Energy Resources Division,
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate for the Minister for Mineral Resources and Energy

EXECUTED BY THE LICENSEES:

EXECUTED by [TBA ACN TBA] ....................

in accordance with Section 127 of the
Corporations Act 2001 and its Constitution

....................................................
Signature of Director ...........................................

....................................................
Signature of Director/Secretary*

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

EXECUTED by [TBA ACN TBA] ....................

in accordance with Section 127 of the
Corporations Act 2001 and its Constitution

....................................................
Signature of Director ...........................................

....................................................
Signature of Director/Secretary*

[Print Name of Director] [Print Name of Director/Secretary*]
(*delete the inapplicable)
SCHEDULE 1

PETROLEUM RETENTION LICENCE [TBA]

DESCRIPTION OF LICENCE AREA
SCHEDULE 2 RESIDUAL WORK COMMITMENTS
ANNEXURE 1 - SUBJECT AREA DEED
SCHEDULE 2 RESIDUAL WORK COMMITMENTS

There are no residual work commitments to be carried out within the Group Subject Area.
Petroleum and Geothermal Energy Act 2000
s.115

MEMORANDUM

PETROLEUM RETENTION LICENCES
PRLs 78, 79, 80 and 81

1. Deed pursuant to Section 31 of the Native Title Act 1993 dated 6 February 2003 between the Licensee, the Minister and the Edward Landers Dieri people 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: 12 May 2014

Ref: F2013/002331
THE HONOURABLE PAUL HOLLOWAY
MINISTER FOR MINERAL RESOURCES DEVELOPMENT
FOR AND ON BEHALF OF THE STATE OF SOUTH AUSTRALIA
("Government Party")

and

THE EDWARD LANDERS DIERI PEOPLE
("Native Title Party")

and

STUART PETROLEUM LIMITED
("Grantee Party")

and

THE NGAYANA DIERI KARNA (ABORIGINAL CORPORATION)
("Association")

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

THIS DEED is made the 6th day of February 2003

BETWEEN THE HONOURABLE PAUL HOLLOWAY, MINISTER FOR MINERAL RESOURCES DEVELOPMENT of 17th Floor, Grenfell Centre, 25 Grenfell Street Adelaide South Australia 5000 for and on behalf of the State of South Australia ('Government Party')

AND

THE EDWARD LANDERS DIERI PEOPLE by DAVID MUNGERANIE, IRENE KEMP, RHONDA KENNEDY-GEPP, SYLVIA STEWART, EDWARD LANDERS, NELLIE EDGE the registered native title claimants in relation to native title determination application no. SG 6017/98 in the Federal Court of Australia, C/-Camatta Lempens, Barristers and Solicitors, First Floor, 345 King Williams Street Adelaide South Australia 5000 ('Native Title Party')

AND

STUART PETROLEUM LIMITED ABN 58 059 146 226 of Level 7, 22 King William Street Adelaide South Australia 5000 ('Grantee Party')

AND

THE NGAYANA DIERI KARNA (ABORIGINAL CORPORATION) of Care of Camatta Lempens Pty Ltd, Barristers and Solicitors, First Floor, 345 King William Street Adelaide South Australia 5000

RECITALS

WHEREAS:

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

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

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

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

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

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

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

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

I. The Native Title Claim Group (which includes the registered native title claimants) resolved on the 18th day of May 2001 to incorporate under the Aboriginal Councils and Associations Act 1976 (Commonwealth). On the 19th day of October 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Ngayana Dieri Karna
(Aboriginal Corporation) pursuant to the Aboriginal Councils and Associations Act 1976 (Commonwealth).

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

OPERATIVE PROVISIONS

The parties agree:

1. INTERPRETATION

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

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

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

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

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

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

(f) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
(g) a reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and assigns;

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

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

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

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

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

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

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

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

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

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

1.2 In this Deed, headings are for convenience of reference and do not affect the interpretation of this Deed.

2. DEFINITIONS

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

'Ancillary Agreement' means any existing or future agreement in or substantially in the form contained in Schedule 4 to this Deed made between the Native Title Party and the Grantee Party or any other person in connection with:

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

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

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

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

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

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

'Essential Term' means those terms in clauses 5.4, 7, 7A, 12, and 18.3 of this Deed and in clauses 9, 10.7, 10.8, 11.7, 15 and 17 of the Ancillary Agreement;

'Government Party' means the State of South Australia;

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

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

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

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

(b) any other licence or authority subsequently able to be lawfully issued to the Grantee Party within the Licence Area pursuant to the Petroleum Act and which would, without this Deed, attract the right to negotiate provided in the Native Title Act;
'Licence Application' means the application for a Licence under the Petroleum Act being the exploration licence application further described in Schedule 1;

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

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

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

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

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

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

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

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

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

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

'Project' means all operations proposed or which may be undertaken by the Grantee Party or its contractors relating or incidental to the activities conducted or authorised under a Licence;
'Registered Native Title Claimants' has the same meaning as in the Native Title Act; and

'State' means the State of South Australia.

3. COMMENCEMENT AND TERM

3.1 This Deed commences on the Commencement Day.

3.2 Subject to any provision of this Deed to the contrary, this Deed will terminate on the completion of the Project.

3.3 This Deed shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.

4. AUTHORITY TO ENTER INTO DEED

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

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

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

5. THE LICENCE

5.1 The Native Title Party:

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

(i) the Petroleum Act;
(ii) any Applicable Law; and
(iii) this Deed;

(b) covenants not to lodge or make any objection to any grant of a Licence to the Grantee Party in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the Petroleum Act unless the Grantee Party is and remains in breach of an Essential Term; and

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

5.2 It is the intention of the Negotiation Parties that:

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

(b) their agreement to the grant of the Licence as evidenced by this Deed is conjunctive so as to extend to all things able to be granted to the Grantee Party in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the Petroleum Act without further recourse to the Right to Negotiate provided by the Native Title Act subject to and in accordance with the terms and conditions of this Deed or any Ancillary Agreement.

5.3 The Negotiation Parties acknowledge that:

(a) 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;
(b) subject to clause 5.3 (c) 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; and

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

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

(a) the Petroleum Act;

(b) all Applicable Law;

(c) the provisions of this Deed; and

(d) good petroleum industry practice.

6. **NATIVE TITLE ACT & PETROLEUM ACT**

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

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

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

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

(c) the South Australian Parliament.

7. **PRODUCTION PAYMENTS**

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

(a) the first payment shall be made on the signing of this Deed by all members of the Native Title Party and execution by the Association;
(b) thereafter each annual payment shall be made within 7 days following the anniversary of the date of grant of the PEL;

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

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

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

7.2 The Grantee Party agrees:

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

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

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

7.4 Each payment by the State shall be made:

(a) for and on behalf of the Grantee Party;
(b) within a reasonable time of receipt of the relevant monies in cleared funds; and

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

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

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

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

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

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

7A EXPLORATION PAYMENTS

7A.1 Subject to the remaining provisions of this Clause 7A, in order to better facilitate the administration of this Deed:

(a) the Grantee Party will pay to the Association the sum of $25,000.00; and

(b) the Government Party will pay to the Association the sum of $25,000.00,

which sums shall be paid on the date on which the Licence is granted to the Grantee Party.
7A.2 Where a Licence Area is not entirely located on the Native Title Party's Claimed Land, payment of the amount referred to under Clause 7A.1(a) and (b) shall be calculated rateably in like proportion as the Claimed Land within the boundary of the total Licence Area bears to the total Licence Area.

7A.3 The receipt of the Association shall be a full and sufficient discharge to the Minister and to the Grantee Party for any payments made pursuant to this Clause 7A.

7A.4 Nothing in this Clause 7A is intended adversely to affect the integrity of the Native Title Application.

8. **ANCILLARY AGREEMENT**

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

9. **GOVERNMENT PARTY NOT LIABLE FOR ANCILLARY AGREEMENT**

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

10. **DEED AND ANCILLARY AGREEMENT NOT CONDITIONS OF GRANT**

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

11. **DEED PREVAILS**

The Grantee Party, the Native Title Party and the Association acknowledge that the provisions of this Deed prevail over the provisions of any Ancillary Agreement to the extent of any inconsistency.
12. ENVIRONMENTAL PROTECTION AND REHABILITATION
The Grantee Party will comply with the environment protection procedures required by all Applicable Law relevant to its activities in connection with a Licence.

13. NO ACKNOWLEDGEMENT OF NATIVE TITLE
By entering into this Deed the Government Party and the Grantee Party do not acknowledge any concluded position as to the existence or otherwise of native title to any land the subject matter of this Deed.

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

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

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

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

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

Native Title Party's address: The Edward Landers Dieri People
                              C/- Camatta Lempens Pty Ltd
                              First Floor, 345 King William Street
                              Adelaide South Australia 5000
                              Facsimile number: (08) 8410 0566
Grantee Party’s address: Stuart Petroleum Limited  
Level 7, 22 King William Street  
Adelaide South Australia 5000  
Facsimile number: (08) 8410 0250

Association’s address: Ngayana Dieri Karna (Aboriginal Corporation)  
C/- Camatta Lempens Pty Ltd  
Barristers and Solicitors  
First Floor, 345 King William Street  
Adelaide South Australia 5000  
Facsimile number: (08) 8410 0566

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

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

16. GOVERNING LAW

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

17. COUNTERPARTS

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

18. GENERAL

18.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
18.2 The Grantee Party will pay its own legal and other costs and expenses and those of the Native Title Party and the Association in connection with the preparation and completion of this Deed, except for Stamp Duty which will be borne and paid by the Government Party. The Government Party will pay its own legal and other costs and expenses in connection with the preparation and completion of this Deed.

18.3 Where any payment to be made by either of the Grantee Party or the Government Party under clause 7 or 7A of this Deed ('Payment') constitutes consideration for a taxable supply by the Association:

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

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

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

18.4 In this clause 18:

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

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

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

Witness

Name: BARRY GOLDSTEIN
Address: C/O PISA PETROLEUM GROUP
Occupation: Director Petroleum Group

The Honourable Paul Holloway
Minister for Mineral Resources Development

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

Witness

Name: Stephen J Kenny
Address: First Floor, 345 King William St ADELAIDE SA 5000
Occupation: Solicitor

David Mungeranie

SIGNED SEALED AND DELIVERED for and on behalf of each member of the Native Title Party by the said IRENE KEMP in the presence of

Witness

Name: Stephen J Kenny
Address: First Floor, 345 King William St ADELAIDE SA 5000
Occupation: Solicitor

Irene Kemp
SIGNED SEALED AND DELIVERED for and on behalf of each member of the Native Title Party by the said RHONDA KENNEDY-GEPP in the presence of

Witness

Name  Stephen J Kenny
Address  First Floor, 345 King William St
         ADELAIDE SA 5000
Occupation  Solicitor

Rhonda Kennedy-Gepp

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

Witness

Name  Stephen J Kenny
Address  First Floor, 345 King William St
         ADELAIDE SA 5000
Occupation  Solicitor

Sylvia Stewart

SIGNED SEALED AND DELIVERED for and on behalf of each member of the Native Title Party by the said EDWARD LANDERS in the presence of

Witness

Name  Stephen J Kenny
Address  First Floor, 345 King William St
         ADELAIDE SA 5000
Occupation  Solicitor

Edward Landers
SIGNED SEALED AND DELIVERED for and on behalf of each member of the Native Title Party by the said NELLIE EDGE in the presence of

Witness

Name Stephen J Kenny
Address First Floor, 345 King William St
          ADELAIDE SA 5000
Occupation Solicitor

THE COMMON SEAL of the NGAYANA DIERI KARNA (ABORIGINAL CORPORATION) was affixed hereto in accordance with its Constitution in the presence of:

Signature — (Committee Member)

Jennifer Kay Landers
Name — (Committee Member)

Signature — (Committee Member)

Patty Capp
Name — (Committee Member)

Signature — (Committee Member)

Sue Rigg
Name — (Committee Member)
THE COMMON SEAL of STUART PETROLEUM LIMITED was affixed here to in accordance with its Constitution in the presence of:

(Director) J. S. H.  
(Print name of Officer) 

(Director/Secretary) J. S. H. W.  
(Print name of Officer) 

STUART PETROLEUM LIMITED
ACN 059 146 226

Common Seal
SCHEDULE 1 : THE LICENCE APPLICATION AND MAP OF THE LICENCE AREA
APPLICATION FOR
PETROLEUM EXPLORATION LICENCE
PETROLEUM ACT, 1940 (SECTION 7)

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

We, STUART PETROLEUM N.L. ACN 059 146 226
72 KING WILLIAM STREET
ADELAIDE SA 5000

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

<table>
<thead>
<tr>
<th>Block</th>
<th>Tick here</th>
<th>Approximate area</th>
</tr>
</thead>
<tbody>
<tr>
<td>CO2000-A</td>
<td></td>
<td>2051 km², 506 811 Acres</td>
</tr>
<tr>
<td>CO2000-B</td>
<td></td>
<td>1508 km², 372 633 Acres</td>
</tr>
<tr>
<td>CO2000-C</td>
<td></td>
<td>1452 km², 358 756 Acres</td>
</tr>
<tr>
<td>CO2000-D</td>
<td></td>
<td>1185 km², 292 819 Acres</td>
</tr>
<tr>
<td>CO2000-E</td>
<td></td>
<td>3314 km², 818 904 Acres</td>
</tr>
<tr>
<td>CO2000-F*</td>
<td></td>
<td>1163 km², 287 382 Acres</td>
</tr>
<tr>
<td>CO2000-G*</td>
<td></td>
<td>956 km², 236 232 Acres</td>
</tr>
<tr>
<td>CO2000-H*</td>
<td></td>
<td>1106 km², 279 297 Acres</td>
</tr>
</tbody>
</table>

Please indicate Block(s) under application. Note each Block is offered as a separate licence and the application fee is $2299 per licence. Details in support of the application and the application fee of $1030 are attached (see Checklist).

* Note that applications for blocks CO2000-F, G and H have a later closing date and will attract a new licence application fee which will be determined on 1 July 2000. Contact PIRSA for the amended fee.

STUART PETROLEUM N.L.

[Signature]

Director

[Signature]

Director

Signature of applicant(s). Where application is made by a consortium including a company(s), the application must be made under the company(s) seal.

Dated this Twenty eighth day of September 2000.

CLOSING DATES

BLOCKS CO2000-A TO H: 4.00 PM ON THURSDAY 29 JUNE 2000.
BLOCKS CO2000-F TO H: 4.00 PM ON THURSDAY 28 SEPTEMBER 2000.

SEND APPLICATIONS MARKED 'CONFIDENTIAL – CONTAINS PEL APPLICATION' TO:

Director, Petroleum Group
Primary Industries and Resources SA
Level 7
101 Grenfell St
Adelaide SA 5000
AUSTRALIA

Phone: 1AC 61 8 8463 3204
Facsimile: 1AC 61 8 8463 3229
THE SCHEDULE

DESCRIPTION OF AREA

CO 2000-F

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

AREA 1

Commencing at a point being the intersection of latitude 28°15'00"S AGD66 and longitude 139°50'00"E AGD66, thence east to longitude 139°51'40"E AGD66, south to latitude 28°16'00"S AGD66, east to longitude 139°52'00"E AGD66, south to latitude 28°16'40"S AGD66, east to longitude 139°52'20"E AGD66, south to latitude 28°19'00"S Clarke1858, west to longitude 139°52'00"E Clarke1858, south to latitude 28°23'00"S Clarke1858, east to longitude 139°53'00"E Clarke1858, south to latitude 28°24'00"S Clarke1858, east to longitude 139°55'00"E Clarke1858, south to latitude 28°25'00"S Clarke1858, east to longitude 139°57'00"E AGD66, south to latitude 28°25'35"S AGD66, east to longitude 139°57'35"E AGD66, south to latitude 28°26'00"S AGD66, west to longitude 139°57'25"E AGD66, south to latitude 28°26'45"S AGD66, west to longitude 139°57'20"E AGD66, south to latitude 28°27'30"S AGD66, west to longitude 139°57'10"E AGD66, south to latitude 28°28'35"S AGD66, east to longitude 139°57'30"E AGD66, north to latitude 28°28'30"S AGD66, east to longitude 139°57'40"E AGD66, north to latitude 28°29'20"S AGD66, east to longitude 139°57'50"E AGD66, north to latitude 28°29'15"S AGD66, east to longitude 139°58'00"E AGD66, north to latitude 28°29'10"S AGD66, east to longitude 139°58'20"E AGD66, north to latitude 28°27'50"S AGD66, east to longitude 139°58'30"E AGD66, north to latitude 28°27'35"S AGD66, east to longitude 139°58'45"E AGD66, north to latitude 28°27'25"S AGD66, east to longitude 139°59'40"E AGD66, north to latitude 28°26'35"S AGD66, west to longitude 139°59'35"E AGD66, north to latitude 28°26'20"S AGD66, west to longitude 139°59'25"E AGD66, north to latitude 28°26'10"S AGD66, west to longitude 139°59'15"E AGD66, north to latitude 28°25'50"S AGD66, west to longitude 139°59'05"E AGD66, north to latitude 28°25'25"S AGD66, west to longitude 139°58'40"E AGD66, north to latitude 28°25'15"S AGD66, west to longitude 139°58'30"E AGD66, north to latitude 28°25'10"S AGD66, west to longitude 139°58'15"E AGD66, north to latitude 28°25'00"S Clarke1858, east to longitude 139°59'20"E AGD66, south to latitude 28°25'50"S AGD66, east to longitude 139°59'30"E AGD66, south to latitude 28°26'10"S AGD66, east to longitude 139°59'40"E AGD66, south to latitude 28°26'30"S AGD66, east to longitude 139°59'50"E AGD66, south to latitude 28°26'50"S AGD66, east to longitude 139°59'55"E AGD66, south to latitude 28°27'05"S AGD66, east to longitude 140°00'10"E AGD66, south to latitude 28°27'10"S AGD66, east to longitude 140°00'20"E AGD66, south to latitude 28°27'15"S AGD66, east to longitude 140°00'40"E AGD66, north to latitude 28°27'10"S AGD66, east to longitude 140°00'45"E AGD66, north to latitude 28°27'00"S AGD66, east to longitude 140°00'50"E AGD66, north to latitude 28°26'50"S AGD66, east to longitude 140°01'20"E AGD66, north to latitude 28°26'40"S AGD66, east to longitude 140°01'30"E AGD66, north to latitude 28°26'30"S AGD66, east to longitude 140°01'40"E AGD66, north to latitude 28°26'25"S AGD66, east to longitude 140°01'50"E AGD66, north to latitude 28°26'20"S AGD66, east to longitude 140°01'55"E AGD66, north to latitude 28°26'15"S AGD66, east to longitude 140°02'00"E AGD66, north to latitude 28°25'50"S AGD66, west to longitude 140°02'20"E AGD66, north to latitude 28°25'30"S AGD66, west to longitude 140°01'10"E AGD66, north to latitude 28°25'20"S AGD66, west to longitude 140°01'00"E AGD66, north to latitude 28°25'10"S AGD66, west to longitude 140°00'50"E AGD66, north to latitude 28°25'00"S Clarke1858, east to longitude 140°02'00"E Clarke1858, north to latitude 28°24'00"S Clarke1858, east to longitude 140°02'30"E AGD66, south to latitude 28°24'30"S AGD66, east to longitude 140°02'40"E AGD66, south to latitude 28°24'40"S AGD66, east to longitude 140°03'40"E AGD66, north to latitude 28°24'30"S AGD66, east to longitude 140°03'50"E AGD66, north to latitude 28°24'00"S Clarke1858.
east to longitude 140°04'00"E Clarke1858, north to latitude 28°23'10"S AGD66,
east to longitude 140°04'20"E AGD66, north to latitude 28°22'40"S AGD66,
east to longitude 140°05'00"E AGD66, south to latitude 28°22'55"S AGD66,
west to longitude 140°05'55"E AGD66, south to latitude 28°23'05"S AGD66,
west to longitude 140°04'40"E AGD66, south to latitude 28°23'50"S AGD66,
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esto longitude 140°07'50"E AGD66, south to latitude 28°23'20"S AGD66,
esto longitude 140°08'20"E AGD66, south to latitude 28°23'30"S AGD66,
esto longitude 140°08'50"E AGD66, south to latitude 28°23'40"S AGD66,
esto longitude 140°09'30"E AGD66, south to latitude 28°23'50"S AGD66,
esto longitude 140°10'00"E AGD66, south to latitude 28°24'10"S AGD66,
esto longitude 140°10'30"E AGD66, south to latitude 28°24'20"S AGD66,
esto longitude 140°11'00"E AGD66, south to latitude 28°24'30"S AGD66,
esto longitude 140°11'30"E AGD66, south to latitude 28°24'40"S AGD66,
esto longitude 140°12'00"E AGD66, south to latitude 28°25'00"S Clarke1858,
esto longitude 140°12'40"E AGD66, south to latitude 28°25'10"S AGD66,
esto longitude 140°13'10"E AGD66, south to latitude 28°25'20"S AGD66,
esto longitude 140°13'40"E AGD66, south to latitude 28°25'30"S AGD66,
esto longitude 140°14'10"E AGD66, south to latitude 28°25'40"S AGD66,
esto longitude 140°14'40"E AGD66, south to latitude 28°25'00"S AGD66,
esto longitude 140°15'00"E AGD66, south to latitude 28°24'00"S AGD66,
esto longitude 139°50'00"E AGD66 and north to the point of commencement.

**AREA 2**

Commencing at a point being the intersection of latitude 28°16'30"S AGD66 and longitude 139°53'30"E AGD66, hence east to longitude 139°54'40"E AGD66, north to latitude 28°16'20"S AGD66,
esto longitude 139°54'50"E AGD66, north to latitude 28°16'00"S AGD66,
esto longitude 139°55'10"E AGD66, north to latitude 28°15'50"S AGD66,
esto longitude 139°56'10"E AGD66, north to latitude 28°15'40"S AGD66,
esto longitude 139°56'20"E AGD66, north to latitude 28°15'30"S AGD66,
esto longitude 139°56'40"E AGD66, north to latitude 28°15'20"S AGD66,
esto longitude 139°57'10"E AGD66, south to latitude 28°16'30"S AGD66,
esto longitude 139°55'30"E AGD66, south to latitude 28°16'40"S AGD66,
esto longitude 139°53'30"E AGD66 and north to the point of commencement.

**AREA 3**

Commencing at a point being the intersection of latitude 28°16'10"S AGD66 and longitude 139°58'00"E AGD66, hence east to longitude 139°58'30"E AGD66, north to latitude 28°16'00"S AGD66,
esto longitude 139°58'50"E AGD66, north to latitude 28°15'50"S AGD66,
esto longitude 139°59'00"E AGD66, south to latitude 28°16'00"S AGD66,
esto longitude 139°59'10"E AGD66, south to latitude 28°16'10"S AGD66,
esto longitude 139°59'20"E AGD66, south to latitude 28°16'20"S AGD66,
esto longitude 139°59'40"E AGD66, south to latitude 28°16'30"S AGD66,
esto longitude 139°59'50"E AGD66, south to latitude 28°16'40"S AGD66,
esto longitude 140°00'00"E AGD66, south to latitude 28°16'50"S AGD66,
esto longitude 140°00'10"E AGD66, south to latitude 28°17'00"S Clarke1858,
esto longitude 140°00'00"E Clarke1858, south to latitude 28°18'00"S Clarke1858,
esto longitude 139°59'25"E AGD66, north to latitude 28°17'20"S AGD66,
west to longitude 139°59'00"E AGD66, south to latitude 28°17'25"S AGD66, 
west to longitude 139°58'55"E AGD66, south to latitude 28°17'35"S AGD66, 
west to longitude 139°58'50"E AGD66, south to latitude 28°17'40"S AGD66, 
west to longitude 139°58'45"E AGD66, south to latitude 28°17'50"S AGD66, 
west to longitude 139°58'40"E AGD66, south to latitude 28°18'00"S Clarke1858, 
west to longitude 139°56'40"E AGD66, north to latitude 28°17'40"S AGD66, 
exto longitude 139°57'00"E AGD66, north to latitude 28°17'30"S AGD66, 
exto longitude 139°57'10"E AGD66, north to latitude 28°17'20"S AGD66, 
exto longitude 139°58'40"E AGD66, north to latitude 28°16'30"S AGD66, 
exto longitude 139°58'00"E AGD66 and north to the point of commencement.

AREA 4.

Commencing at a point being the intersection of latitude 28°17'30"S AGD66 and longitude 140°01'00"E Clarke1858, thence east to longitude 140°01'00"E AGD66, south to latitude 28°17'40"S AGD66, 
exto longitude 140°01'10"E AGD66, south to latitude 28°17'50"S AGD66, 
exto longitude 140°01'50"E AGD66, north to latitude 28°17'40"S AGD66, 
exto longitude 140°02'00"E AGD66, north to latitude 28°17'30"S AGD66, 
exto longitude 140°02'10"E AGD66, north to latitude 28°17'20"S AGD66, 
exto longitude 140°02'30"E AGD66, north to latitude 28°17'00"S AGD66, 
exto longitude 140°02'50"E AGD66, north to latitude 28°16'50"S AGD66, 
exto longitude 140°03'00"E AGD66, north to latitude 28°16'10"S AGD66, 
exto longitude 140°03'30"E AGD66, north to latitude 28°15'20"S AGD66, 
exto longitude 140°03'50"E AGD66, north to latitude 28°15'00"S AGD66, 
exto longitude 140°04'00"E Clarke1858, north to latitude 28°18'00"S Clarke1858, 
exto longitude 140°04'00"E Clarke1858 and north to the point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 28°29'07.5"S AGD66 and longitude 139°58'40"E AGD66, thence east to longitude 139°59'00"E AGD66, south to latitude 28°29'15"S AGD66, 
exto longitude 139°59'30"E AGD66, north to latitude 28°29'05"S AGD66, 
exto longitude 140°00'05"E AGD66, south to latitude 28°29'15"S AGD66, 
exto longitude 140°00'00"E AGD66, south to latitude 28°29'20"S AGD66, 
exto longitude 139°59'55"E AGD66, south to latitude 28°29'25"S AGD66, 
exto longitude 139°59'45"E AGD66, south to latitude 28°29'35"S AGD66, 
exto longitude 139°59'40"E AGD66, south to latitude 28°29'40"S AGD66, 
exto longitude 139°59'30"E AGD66, south to latitude 28°30'00"S AGD66, 
exto longitude 139°59'20"E AGD66, south to latitude 28°30'10"S AGD66, 
exto longitude 139°59'10"E AGD66, south to latitude 28°30'40"S AGD66, 
exto longitude 139°58'00"E AGD66, north to latitude 28°30'30"S AGD66, 
exto longitude 139°57'50"E AGD66, north to latitude 28°30'20"S AGD66, 
exto longitude 139°57'40"E AGD66, north to latitude 28°29'30"S AGD66, 
exto longitude 139°58'00"E AGD66, north to latitude 28°29'20"S AGD66, 
exto longitude 139°58'40"E AGD66 and north to the point of commencement.

and
Commencing at a point being the intersection of latitude 28°31'50"S AGD66 and longitude 139°59'10"E AGD66, thence east to longitude 140°00'10"E AGD66, south to latitude 28°32'20"S AGD66, west to longitude 140°00'00"E AGD66, south to latitude 28°32'30"S AGD66, west to longitude 139°59'50"E AGD66, south to latitude 28°32'40"S AGD66, west to longitude 139°59'40"E AGD66, south to latitude 28°32'50"S AGD66, west to longitude 139°59'30"E AGD66, south to latitude 28°33'00"S AGD66, west to longitude 139°59'10"E AGD66, south to latitude 28°33'10"S AGD66, west to longitude 139°58'10"E AGD66, north to latitude 28°32'20"S AGD66, east to longitude 139°58'30"E AGD66, north to latitude 28°32'10"S AGD66, east to longitude 139°58'50"E AGD66, north to latitude 28°32'00"S AGD66, east to longitude 139°59'10"E AGD66 and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°30'10"S AGD66 and longitude 140°01'40"E AGD66, thence east to longitude 140°02'30"E AGD66, south to latitude 28°30'20"S AGD66, east to longitude 140°03'00"E AGD66, south to latitude 28°31'20"S AGD66, west to longitude 140°02'50"E AGD66, south to latitude 28°32'10"S AGD66, west to longitude 140°02'10"E AGD66, north to latitude 28°31'50"S AGD66, west to longitude 140°02'00"E AGD66, north to latitude 28°31'40"S AGD66, west to longitude 140°01'20"E AGD66, north to latitude 28°31'30"S AGD66, west to longitude 140°00'50"E AGD66, north to latitude 28°31'20"S AGD66, west to longitude 140°00'30"E AGD66, north to latitude 28°30'50"S AGD66, east to longitude 140°00'40"E AGD66, north to latitude 28°30'40"S AGD66, east to longitude 140°00'30"EAGD66, north to latitude 28°30'30"S AGD66, east to longitude 140°00'10"E AGD66, north to latitude 28°30'20"S AGD66, east to longitude 140°01'40"E AGD66 and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°27'55"S AGD66 and longitude 140°04'00"E AGD66, thence east to longitude 140°04'30"E AGD66, south to latitude 28°28'00"S AGD66, east to longitude 140°04'50"E AGD66, south to latitude 28°28'20"S AGD66, west to longitude 140°04'45"E AGD66, south to latitude 28°28'30"S AGD66, west to longitude 140°04'40"E AGD66, south to latitude 28°28'40"S AGD66, west to longitude 140°04'30"E AGD66, south to latitude 28°28'50"S AGD66, west to longitude 140°04'20"E AGD66, south to latitude 28°29'00"S AGD66, west to longitude 140°03'35"E AGD66, north to latitude 28°28'50"S AGD66, west to longitude 140°03'20"E AGD66, north to latitude 28°28'30"S AGD66, east to longitude 140°03'30"E AGD66, north to latitude 28°28'15"S AGD66, east to longitude 140°03'40"E AGD66, north to latitude 28°28'05"S AGD66, east to longitude 140°03'50"E AGD66, north to latitude 28°28'00"S AGD66, east to longitude 140°04'00"E AGD66 and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°30'20"S AGD66 and longitude 140°04'30"E AGD66, thence east to longitude 140°05'40"E AGD66, south to latitude 28°31'30"S AGD66, west to longitude 140°05'20"E AGD66, south to latitude 28°31'50"S AGD66, west to longitude 140°05'10"E AGD66, south to latitude 28°32'10"S AGD66, west to longitude 140°04'00"E AGD66, south to latitude 28°32'20"S AGD66, west to longitude 140°03'00"E AGD66, north to latitude 28°31'40"S AGD66, east to longitude 140°03'25"E AGD66, north to latitude 28°31'35"S AGD66, east to longitude 140°03'30"E AGD66, north to latitude 28°31'30"S AGD66, east to longitude 140°03'35"E AGD66, north to latitude 28°31'25"S AGD66, east to longitude 140°03'40"E AGD66, north to latitude 28°31'20"S AGD66, east to longitude 140°03'45"E AGD66, north to latitude 28°31'15"S AGD66, east to longitude 140°03'50"E AGD66, north to latitude 28°30'40"S AGD66, east to longitude 140°04'20"E AGD66, north to latitude 28°30'30"S AGD66, east to longitude 140°04'30"E AGD66 and north to the point of commencement.

and
Commencing at a point being the intersection of latitude 28°29'25"S AGD66 and longitude 140°12'20"E AGD66, thence east to longitude 140°12'45"E AGD66, south to latitude 28°29'45"S AGD66, west to longitude 140°12'40"E AGD66, south to latitude 28°29'55"S AGD66, west to longitude 140°12'35"E AGD66, south to latitude 28°30'10"S AGD66, west to longitude 140°12'25"E AGD66, south to latitude 28°31'20"S AGD66, west to longitude 140°12'10"E AGD66, south to latitude 28°31'30"S AGD66, west to longitude 140°12'00"E AGD66, south to latitude 28°31'45"S AGD66, west to longitude 140°11'30"E AGD66, south to latitude 28°31'50"S AGD66, west to longitude 140°11'05"E AGD66, south to latitude 28°31'55"S AGD66, west to longitude 140°09'30"E AGD66, north to latitude 28°31'50"S AGD66, west to longitude 140°09'10"E AGD66, north to latitude 28°31'45"S AGD66, west to longitude 140°08'50"E AGD66, north to latitude 28°31'35"S AGD66, west to longitude 140°08'35"E AGD66, north to latitude 28°31'30"S AGD66, west to longitude 140°08'15"E AGD66, north to latitude 28°31'05"S AGD66, east to longitude 140°08'20"E AGD66, north to latitude 28°30'30"S AGD66, east to longitude 140°08'40"E AGD66, north to latitude 28°30'25"S AGD66, east to longitude 140°08'50"E AGD66, north to latitude 28°30'05"S AGD66, east to longitude 140°08'45"E AGD66, south to latitude 28°30'10"S AGD66, west to longitude 140°08'35"E AGD66, north to latitude 28°30'05"S AGD66, west to longitude 140°08'27.5"E AGD66, north to latitude 28°30'00"S AGD66, west to longitude 140°08'15"E AGD66, north to latitude 28°29'57.5"S AGD66, west to longitude 140°08'05"E AGD66, north to latitude 28°29'55"S AGD66, west to longitude 140°08'00"E AGD66, north to latitude 28°29'52.5"S AGD66, west to longitude 140°07'55"E AGD66, north to latitude 28°29'50"S AGD66, west to longitude 140°07'20"E AGD66, north to latitude 28°29'00"S AGD66, east to longitude 140°07'30"E AGD66, north to latitude 28°28'45"S AGD66, east to longitude 140°08'00"E AGD66, north to latitude 28°28'30"S AGD66, east to longitude 140°09'40"E AGD66, south to latitude 28°29'45"S AGD66, east to longitude 140°12'10"E AGD66, north to latitude 28°29'35"S AGD66, east to longitude 140°12'20"E AGD66 and north to the point of commencement.

All the within latitudes and longitudes are expressed in terms of the following datums:
GDA94 - Geocentric Datum of Australia
AGD66 - Australian Geodetic Datum as defined on p. 4984 of Commonwealth Gazette number 84 dated October 6, 1966.
Clarke1858 - Clarke 1858 Spheroid (Transverse Mercator Projection)

AREA: 1163 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 HEREBEFORE REFERRED TO
STUART PETROLEUM NL

PETROLEUM EXPLORATION LICENCE NO: 113

SR 27/2/199   AREA: 1163 sq km (approx)
Registered Native Title claimants

**SC97/004**
(Edward Landsers Dieri People)
- CO2000-A
  - Australian-Canadian Oil Royalties Ltd
  - Ely Salthall
  - 594.63 km sq
- CO2000-D
  - Australia Crude Oil Company Inc.
  - Ely Salthall
  - 985.23 km sq
- CO2000-E
  - Australian-Canadian Oil Royalties Ltd
  - Ely Salthall
  - 326.77 km sq
- CO2000-F
  - Stuart Petroleum NL
  - 360.20 km sq

**SC98/001**
(Yandrawenda/Yawarrawarra People)
- CO2000-A
  - Australian-Canadian Oil Royalties Ltd
  - Ely Salthall
  - 1462.63 km sq
- CO2000-B
  - Australian-Canadian Oil Royalties Ltd
  - Ely Salthall
  - 1515.17 km sq
- CO2000-C
  - Bass Petroleum NL
  - Magellan Petroleum
    (Southern) Pty Ltd
  - 1457.34 km sq
- CO2000-D
  - Australia Crude Oil Company
    incorporated
  - 198.05 km sq
- CO2000-F
  - Stuart Petroleum NL
  - 762.40 km sq
- CO2000-G
  - Santos Limited
  - 958.97 km sq
- CO2000-H
  - Santos Limited
  - 1112.47 km sq

Petroleum tenements

- Petroleum Exploration Licence Application (PELA)

GDA

9 20 40 Kilometers

Projection - MGA Zone 54
SCHEDULE 2 : PART 1 : THE NATIVE TITLE APPLICATION AND MAP OF THE CLAIM AREA
Claimant Application Summary

<table>
<thead>
<tr>
<th>Application numbers</th>
<th>Federal Court number: SG6017/98</th>
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<tr>
<td></td>
<td>NNTT number: SC97/4</td>
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<tr>
<td>Application name</td>
<td>The Edward Landers Dieni People’s Native Title Claim</td>
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<tr>
<td>Name of body where application filed</td>
<td>National Native Title Tribunal</td>
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<tr>
<td>Date application filed</td>
<td>21/08/1997</td>
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<td>Notification Complete</td>
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<td>Applicants</td>
<td>David Mungeranie, Irene Kemp, Rhonda Kennedy-Gepp, Sylvia Stewart, Edward Landers, Nelle Edge</td>
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<td>Address for service</td>
<td>Canutta Lemmens</td>
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<td></td>
<td>Level 1</td>
</tr>
<tr>
<td></td>
<td>345 King William Street</td>
</tr>
<tr>
<td></td>
<td>ADELAIDE SA 5000</td>
</tr>
<tr>
<td></td>
<td>Phone: 08-84100211</td>
</tr>
<tr>
<td></td>
<td>Fax: 08-8410566</td>
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</tbody>
</table>

**Persons claiming to hold native title**

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

1. Are related by means of the principle of descent to the following apical ancestors:
   1.1 Ruby Merrick and Tim Malhinya (also known as Tim Merrick) who are the parents of the sibling set - Martin, Gottlieb, Rebecca, Selma (or Thelma);
   1.2 Kurputhanka (known as ‘Queen Annie’) mother of Karla-warru (also known as Annie);
   1.3 Mary Dixon (born at Killalpanina) mother of the sibling set - Dear Dear (known as Tear), Jack Garret, George Mungeranie, Joe Shaw, and Henry;
   1.4 Bertha mother of the sibling set - Johannes and Susanna
   1.5 Walter Kennedy husband of Selma (also known as Thelma) nee Merrick;
   1.6 Florence wife of Martin Merrick, and;
   1.7 The man Pinngipiana (born at Lake Hope) and the woman Kulibani (born at Kalamarrna) who are the parents of Sam Tambana (or Dindibana Gunjilina).

2. Dieni principles of incorporation into the group according to traditional law and custom also include:
   2.1 being of Aboriginal descent; and;
   2.2 having a connection with the claim area in accordance with the traditional law and custom of the Dieni Native Title Claim Group which includes a principle of descent from their ancestors.

3. The Dieni Native Title Claim Group Management Committee (SC97/04) have the authority acknowledged by the Dieni Native Title Claim Group according to the traditional law and custom of the Native Title Claim Group to determine whether a person of Aboriginal descent has a connection to the Dieni lands and waters in accordance with 2.2 above.

4. Note with regard to those named applicants in accordance with 2. and 3. above, that the principle of authority, based on traditional laws and customs, incorporates the potential transfer of this authority to appropriate persons in future generations.
5. This native claim group however specifically excludes all of those people listed as being the applicant group in the particulars of claim filed in the Federal Court matter No. SG66 of 1999 being the Dieni People Angus Warren and Others, whilst those people's names appear as members of that applicant group.

PROVIDED HOWEVER that should any person who is eligible to become part of the native title claim group be part of any other native title claim group whose claim overlaps the boundaries of the Dieni claim, and that claim has been registered prior to the registration of this claim, then those persons shall be specifically excluded from this claim group.

Native title rights and interests claimed:

A description of the native title rights and interests claimed in relation to particular land or waters (including any activities in exercise of those rights and interests).

The native title rights and interests claimed are the rights and interests of the common law holders of native title which arise because of the existence of native title, in particular:

1. The right to possess, occupy, use and enjoy the claim area;
2. The right to make decisions about the use and enjoyment of the claim area;
3. The right of access to the claim area;
4. The right to control the access of others to the claim area;
5. The right to use and enjoy the resources of the claim area;
6. The right to control the use and enjoyment of others of resources of the claim area (subject to Schedule Q);
7. The right to trade in resources of the claim area;
8. The right to receive a proportion of any resources taken by others from the claim area;
9. The right to maintain and protect places of importance under traditional laws, customs and practices in the claim area;
10. The right to carry out and maintain burials of deceased members of the claim group within the claim area;
11. The right to control, maintain, protect and prevent the disseminaton and misuse of cultural knowledge associated with the claim area;
12. The right to inherit and bestow native title rights and interests;
13. The right to conduct ceremonies on the claim area;
14. The right to control the conduct of ceremonies of others on the land;
15. The right to hold, assert and exercise responsibility for the welfare of the country in the claim area;
16. The right to resolve amongst the claimant group any disputes between themselves about land tenure;

The native title rights and interest claimed are also subject to the effect of:
(a) all existing non native title rights and interests;
(b) all laws of South Australia made in accordance with s19, 22F, 23E or 231 of the Native Title Act:
To the extent that these are valid and applicable.

Area:

Jurisdiction: South Australia
Location: From Maree in the south to Cameron Corner in the east, to Hoddle Corner in the north east, following the QLD border to Lake Taitabowie, south west to Gypsum Cliff, west to Lake Eyre, south to Maree.
Local government region(s): Outback Areas Community Development Trust, Unincorporated Areas - SA
ATSIIC region(s): Nulla Wimla Kijuja Regional Council
Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc Native Title Unit
Approximate size: 87733 sq km
(Note: There may be areas within the external boundary of the application that are not claimed.)
Land/water and/or sea: Land/Water
Area covered by the claim (as detailed in the application):
The external boundaries of the area of land and waters covered by the application are described in attached map, marked as Map Schedule C.
The area covered by the application is:
That area which is wholly within the State of South Australia, marked in the attached map.
marked "Map Schedule C", including the land and water inside the marked area
commencing at a point on the south western edge of Lake Blanche, approximated as being
29.209750 degrees Latitude South, 159.452709 degrees Longitude East, the boundary then
traverses in a north easterly direction to the northern most part of Lake Blanche,
approximated as being 29.126964 degrees Latitude South, 159.617362 degrees Longitude
East, then proceeds to the centre of Moomba townsite, approximated as being 28.1167
degrees Latitude South, 140.183 degrees Longitude East.

The boundary then proceeds north easterly till it intersects with the boundary of Innamincka
Regional Reserve, approximated as being 27.677953 degrees Latitude South, 140.183853
degrees Longitude East. The boundary then traverses north westerly, then westerly then
northerly, along the said reserve boundary until a north westerly corner of the reserve,
approximated as being 26.953639 degrees Latitude South, 139.874364 degrees Longitude
East, which is also coincidental with the boundary of SC98/001.

From here the boundary traverses due west, remaining coincidental with the boundary of
SC98/001 until a point, approximated as being 26.955466 degrees Latitude South,
139.365983 degrees Longitude East, where it meets the boundary of SC97/003.

The boundary then proceeds in a southwesterly direction through the point, being
coincidental with the boundary of SC97/003, approximated as being 27.789322 degrees
Latitude South, 138.717957 degrees Longitude East, then proceeds in a west southwesterly
direction to The Warburton at the point approximated as being 27.866271 degrees Latitude
South, 138.101381 degrees Longitude East, and enters the centre of The Warburton then
proceeds in a north westerly then south westerly direction along the centre line of The
Warburton to a point approximated as being 27.876385 degrees Latitude South, 137.265386
degrees Longitude East, being coincidental with SC97/003.

The boundary then traverses in a south easterly direction through the following points,
being coincidental with the boundary of SC98/002.

<table>
<thead>
<tr>
<th>Longitude East</th>
<th>Latitude South</th>
</tr>
</thead>
<tbody>
<tr>
<td>137.351613</td>
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<tr>
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<tr>
<td>137.992204</td>
<td>29.463481</td>
</tr>
</tbody>
</table>
From here the boundary proceeds along the centre of Frome River, represented by the following points:

<table>
<thead>
<tr>
<th>Longitude East</th>
<th>Latitude South</th>
</tr>
</thead>
<tbody>
<tr>
<td>138.141576</td>
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<tr>
<td>138.183809</td>
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<tr>
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<tr>
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<tr>
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<tr>
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<td>138.397369</td>
<td>29.794518</td>
</tr>
<tr>
<td>138.397710</td>
<td>29.794081</td>
</tr>
</tbody>
</table>

From here the boundary traverses in an east northeasterly direction through the 29.737334 degrees Latitude South, 138.695849 degrees Longitude East, and then north easterly, passing 12 km east of Munrpeowie, through the following points:

<table>
<thead>
<tr>
<th>Latitude South</th>
<th>Longitude East</th>
</tr>
</thead>
<tbody>
<tr>
<td>138.793263</td>
<td>29.662173</td>
</tr>
<tr>
<td>138.930932</td>
<td>29.539460</td>
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<tr>
<td>139.188046</td>
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<tr>
<td>139.278436</td>
<td>29.198113</td>
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<tr>
<td>139.368826</td>
<td>29.151426</td>
</tr>
</tbody>
</table>

Being west of the lake system associated with Lake Blanche.

The boundary then proceeds south easterly along the south western boundary of Lake Blanche to the commencement point.

Area of application (geographic extent) - 47,161 sq km

BUT EXCLUDING all freehold land, except for freehold land held by or in Trust for Aboriginal people or any freehold land held by the Crown or a Crown instrumentality where native title has not been extinguished.

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

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

In particular the following are excluded:

Category A past acts, as defined in s229 of the NTA including any previous non-exclusive possession Acts which are also a Category A past act; and
Grants or vestings which are "previous exclusive possession acts" (as defined by s23B of the NTA) or "Category A intermediate period acts" (as defined in s232B of the NTA) attributable to the Commonwealth and such grants or vestings which are attributable to the State where the State has made provision as mentioned in s23E and s22F of the NTA in relation to those Acts.

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

1. The creation or establishment of:
   (i) a permanent public work;
   (ii) a dedicated road;
   (iii) an act of adverse domination where such an act was:
      • authorized by valid legislation; or
      • authorized or required by the creation of a valid Crown grant, vesting or other interest;
   (iv) an unqualified grant of an estate in fee simple.

2. The grant of:
   (i) a schedule interest (see s240C of the NTA) including an agricultural lease where intensive
cultivation of a permanent nature has been carried out and works or structures of
permanent nature have been constructed in accordance with the terms and conditions of the
lease:
   (ii) a residential lease on which a residence has been constructed in accordance with the
terms and conditions of the lease (see s249);
   (iii) a commercial lease on which permanent works or structures have been constructed in
accordance with the terms and conditions of the lease (see s240);
   (iv) a lease for the provision of community services or amenities or a town or city on which
works or structures of a permanent nature have been constructed in accordance with the
terms and conditions of the lease (see s249A).

Registration information:

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

Date claim entered on Register of Native Title Claims:
22/08/1997

Registration test status:
Accepted for registration

Registration history:
Registered from 22/08/1997.

Attachments

1. Map depicting the External Boundaries of the Claim Area, Attachment C of the

NNTT contact details

<table>
<thead>
<tr>
<th>Case manager:</th>
<th>Monica Khoun</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>National Native Title Tribunal</td>
</tr>
<tr>
<td></td>
<td>Level 10</td>
</tr>
<tr>
<td></td>
<td>Chesser House</td>
</tr>
<tr>
<td></td>
<td>91 Grenfell Street</td>
</tr>
<tr>
<td></td>
<td>ADELAIDE SA 5000</td>
</tr>
<tr>
<td></td>
<td>GPO Box 9973</td>
</tr>
<tr>
<td></td>
<td>ADELAIDE SA 5001</td>
</tr>
<tr>
<td>Phone:</td>
<td>(08) 8306 1230</td>
</tr>
<tr>
<td>Fax:</td>
<td>Freecall 1800 640 501</td>
</tr>
<tr>
<td>Web page:</td>
<td>(08) 8224 0939</td>
</tr>
<tr>
<td></td>
<td><a href="http://www.nntt.gov.au">www.nntt.gov.au</a></td>
</tr>
</tbody>
</table>
SCHEDULE 2: PART 2: ASSOCIATION
CERTIFICATE OF INCORPORATION OF AN ABORIGINAL ASSOCIATION

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

NGAYANA DIERI KARNA ABORIGINAL CORPORATION has this day been incorporated under the Act.

Dated this 17th day of October, 2001.

[Signature]
Acting Registrar
SCHEDULE 3: PAYMENTS TO THE ASSOCIATION

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

Production Payments

1. Tax Invoice for GST component

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

2. Payment by Grantee Party to State

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

3. Calculations to follow Petroleum Act

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

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

4. Goods and Services Tax

4.1 Acknowledgement

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

4.2 GST Gross-Up

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

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

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

4.3 Interpretation

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

(b) A word or expression used in this clause which is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth) has the same meaning in this clause.
Guidelines for Payment of Royalty and Provision of Information issued by the Department of Primary Industries and Resources of South Australia

PETROLEUM ACT 2000

PRODUCTION LICENCE ............

GUIDELINES FOR PAYMENT OF ROYALTY AND PROVISION OF INFORMATION

(1) Payment of Royalty

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

(2) Calculation of Royalty

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

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

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

(c) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer or some one or more of them in respect of operating costs related to treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, including but not limited to the amount of any licence fees payable in respect of any production licence, associated facilities licence or pipeline licence, provided however that:
the amount of such deduction will be reduced by the amount obtained upon
the sale of any item of plant which has not been depreciated or which has
been fully depreciated, but not so as to reduce the deduction below zero,

(ii) if any such expenses are incurred pursuant to any agreement which is not

bona fide or arms length, such expenses (or part thereof) shall not be
deducted, and

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

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

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

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

shall not be deductible,

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

(3) Further provisions regarding calculation of Royalty

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

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

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

(A) any machinery, equipment, vehicle, implement, tool, article, vessel,

pit, building, structure, improvement or other such property used in,
or in connection with, treating processing or refining of the substance
prior to the delivery or in transporting the substance to the point of
delivery to the purchaser; or

(B) any pipeline;

and

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

(b) **Non Producing Wells**

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

(c) **Interest Rate**

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

(d) **Apportionment of Expenses**

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

(e) **Sale of Plant**

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

(f) **Take or Pay**

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

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

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

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

(4) **Royalty Returns**

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

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

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

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

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

(f) The Licensee shall at its cost cause the royalty calculation reconciliations submitted by the Licensee to be audited by the auditor appointed by the Licensee to audit its own accounts (provided that such auditor must be a duly registered auditor in Australia) and the Licensee shall forward a copy of the auditor’s report in respect of a particular reconciliation within 3 months of the receipt of such reconciliation by the Minister, such report to be accompanied by a certificate by the auditor that the reconciliation is in accordance with these guidelines.

(g) The Minister shall in accordance with Section 43(8) of the Act assess the value at the wellhead of the substance produced by the Licensees and may require the Licensee to pay within 30 days of the date of notice of such assessment the additional royalty determined by the Minister as payable.
SCHEDULE 4 : ANCILLARY AGREEMENT
THE EDWARD LANDERS DIERI PEOPLE
(‘Native Title Party’)

and

STUART PETROLEUM LIMITED
(‘Explorer’)

and

THE NGAYANA DIERI KARNA (ABORIGINAL CORPORATION)

ANCILLARY AGREEMENT
NATIVE TITLE: PETROLEUM

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ANCILLARY AGREEMENT
NATIVE TITLE: PETROLEUM

THIS AGREEMENT is made the day of 2002

BETWEEN:

THE EDWARD LANDERS DIERI PEOPLE by DAVID MUNGERANIE, IRENE KEMP, RHONDA KENNEDY-GEPP, SYLVIA STEWART, EDWARD LANDERS, NELLIE EDGE the registered native title claimants in relation to native title determination application no. SG 6017/98 in the Federal Court of Australia, C/- Camatta Lempens Pty Ltd, Barristers and Solicitors, First Floor, 345 King Williams Street Adelaide South Australia 5000
('Native Title Party')

AND

STUART PETROLEUM LIMITED ABN 58 059 146 226 of Level 7, 22 King William Street Adelaide South Australia 5000
('Explorer')

AND

THE NGAYANA DIERI KARNA (ABORIGINAL CORPORATION) of C/- of Camatta Lempens Pty Ltd Barristers and Solicitors, First Floor, 345 King Williams Street Adelaide South Australia 5000
('Association')

WHEREAS:

A. The Native Title Party claims native title in all of the Claimed Land and has filed a Native Title Application under section 13(1) of the Native Title Act 1993 (Commonwealth) (as amended) with the Federal Court of Australia in proceeding Number SG 6017/98 for a determination of native title in respect of the Claimed Land.

B. Explorer has lodged an application for the grant of a PEL with the South Australian Minister for Mineral Resources Development under the provisions of the Petroleum Act.

C. All or part of the land the subject of the application for the grant of the PEL is within the Claimed Land.
D. Explorer does not dispute that members of the Native Title Claim Group assert native title rights and interests over Claimed Land including within the Licence Area.

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

(a) certain terms and conditions with which Explorer has agreed to abide in the course of carrying out Petroleum Operations on the Licence Area; and

(b) the methodology for the identification and protection of Areas of Significance.

F. Explorer's obligations under this Agreement are not dependent upon the Native Title Party establishing native title over the Licence Area or obtaining a determination of native title.

G. The Native Title Claim Group (including the registered native title claimants) resolved on the 18th day of May 2001 to incorporate under the Aboriginal Councils and Associations Act 1976 (Commonwealth). On the 19th day of October 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Ngayana Dieri Karna (Aboriginal Corporation) pursuant to the Aboriginal Councils and Associations Act 1976 (Commonwealth).

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

NOW THIS AGREEMENT WITNESSES as follows:

1. INTERPRETATION AND OTHER MATTERS

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

1.2 Unless the contrary intention appears in this Agreement:

(a) monetary references are references to Australian currency;

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

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

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

(e) reference to a Minister, Department, authority, body or person, includes the
    Minister, Department, authority, body or person for the time being
    performing the functions of such Minister, Department, authority, body or
    person;

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

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

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

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

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

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

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

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

(n) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
(o) 'business day' excludes a Saturday, Sunday or public holiday in South Australia;

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

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

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

1.3 This Agreement shall be governed by and construed in accordance with the laws of the State of South Australia and of the Commonwealth of Australia and each party hereby submits to the jurisdiction of the appropriate Courts of that State and of the Commonwealth of Australia and any Courts competent to hear appeals therefrom. The parties agree that appeals from the courts of the Commonwealth of Australia will be filed in the South Australia District Registry of the Federal Court of Australia.

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

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

1.6 This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.
1.7 Each party agrees to execute such deeds and documents and do such further acts and things as shall be necessary to give effect to the terms of this Agreement.

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

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

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

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

2. DEFINITIONS

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

‘Aboriginal Record’ has the same meaning as prescribed in the Aboriginal Heritage Act 1988 (South Australia);
'Applicable Law' means every law and regulation (whether of the Commonwealth or of the State of South Australia) from time to time in operation in South Australia which is applicable to the activities, rights and obligations of a party to this Agreement;

'Areas of Significance' means any site on the Licence Area of cultural, social or spiritual significance to the Native Title Party of those areas and includes any 'Aboriginal site' as defined by the Aboriginal Heritage Act 1988 (South Australia) and any 'significant Aboriginal areas' as defined in the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Commonwealth);

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

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

'Claimed Land' means the area of land and any waters the subject of the Native Title Application;
**'Clearance Process'**
means the agreed procedure for the inspection and clearance of land as described in clauses 11, 12 and 13 and Schedule 3, for the purpose set out in paragraph 11.2 of clause 11; and

**'Clearance'**
means the conclusion of the procedure for the inspection and clearance of land which is conveyed in a Report by a Specialist and 'clear', 'cleared' and 'clearing' have corresponding meanings;

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

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

**'Deed'**
means the Deed made for the purposes of section 31(1)(b) of the Native Title Act to which this Agreement is ancillary;

**'Environment'**
means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects; and environmental has a corresponding meaning;
'Essential Term' has the same meaning as in the Deed;

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

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

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

(b) any other licence or authority subsequently able to be lawfully issued to Explorer within the Licence Area pursuant to the Petroleum Act and which would, without the Deed to which this Agreement is ancillary, attract the right to negotiate provided in the Native Title Act;
'Licence Area' means that part of the land and any waters comprising part of the Claimed Land and the subject of a Licence Application as described in Schedule 1 hereto and subsequent to the grant of the Licence the area for the time being the subject of a Licence provided that, where at any time part of such area ceases to be the subject of a Licence, that area thereupon ceases to form part of the Licence Area;

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

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

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

'Native Title Claim Group' has the same meaning as in the Native Title Act;
'Native Title Party' has the same meaning as in the Native Title Act and includes all members of The Edward Landers Dieri People Native Title Claim Group in respect of the Native Title Application;

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

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

'Petroleum' has the same meaning assigned to that expression in the Petroleum Act and where the term 'petroleum' is used herein it shall include each and all constituents thereof;

'Petroleum Act' means the Petroleum Act 2000 of South Australia as amended or any enactment substituted therefore together with any regulations and subordinate legislation made thereunder;
'Petroleum Operations' means operations carried out pursuant to, or for the purpose of giving effect to, a Licence and includes accessing Operational Areas, seismic surveying, drilling, geological, geophysical and other exploration activities, and the development, production, gathering, separating, pressure maintenance, dehydrating, heating, treating, processing, handling, transportation, fractionation, storage and distribution and marketing of Petroleum produced or to be produced from the Licence Area, including the design, capacity, installation, operation, maintenance, repair and replacement of all facilities required;

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

'Report' means a written report about a Clearance provided by the Native Title Party to Explorer as described in clause 13;

'Work Area Clearance Group' means the persons referred to in clause 12;
'Seismic Line Access Corridor' means a corridor of up to 500 metres on each side of a proposed or existing seismic line or access road, or as otherwise agreed between the parties and which has been inspected and cleared in accordance with clauses 11, 12, and 13 and Schedule 3;

'Specialist' means an anthropologist or archaeologist or both, as appropriate;

'transfer' means to sell, assign, transfer, convey or otherwise dispose of and 'transfer', 'transferred' and 'transferring' have corresponding meanings;

'Work Programme' means a detailed description of proposed work on an Operational Area by Explorer;

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

3.1 This Agreement commences on the Commencement Day.

3.2 Subject to any provision of this Agreement to the contrary, this Agreement will terminate on the completion of the Project.

3.3 This Agreement shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.

4. **AUTHORITY TO ENTER INTO AGREEMENT**

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

4.2 Explorer and The Native Title Party agree, for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Agreement for the benefit of the Native Title Party as are more specifically set out in this Agreement, to include the Association as a party to this Agreement.

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

5. **UNDERTAKINGS BY EXPLORER**

Explorer undertakes:

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

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

6. **RECONNAISSANCE SURVEYS OF LICENCE AREA BY EXPLORER**

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

6.2 Notwithstanding the provisions of this Agreement relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order efficiently to carry out the purposes of this Agreement, it may be necessary for Explorer to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in clauses 11, 12 and 13 and Schedule 3 hereof do not apply to Reconnaissance Surveys where:

(a) Explorer is conducting the Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under clause 10 hereof; or

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

7. **LAND ACCESS AND OCCUPATION**

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

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

8. IDENTIFICATION

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

8.2 Explorer shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with clauses 11, 12 and 13 and Schedule 3 of this Agreement and to comply with all conditions consistent with this Agreement.

9. PETROLEUM OPERATIONS

Explorer shall at all times upon the Licence Area:

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

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

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

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

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

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

(a) the proposed approximate location of Work Sites, seismic lines and access roads;

(b) what is proposed to be done;

(c) how the work is to be done;

(d) who will do the work;

(e) when the work will commence, and over what time period it will be done, and when it will stop being done;

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

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

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

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

(j) what is proposed to occur after the work is concluded;

(k) how the affected area is proposed to be rehabilitated;

(l) what effects the works are likely to have on the environment; and
(m) how will the doing of it be managed and monitored so that Aboriginal people can be confident that undertakings made to them will be, or have been, complied with.

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

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

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

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

(d) to plan for managing emergencies in the field.

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

10.4 The Association may object to the proposed Petroleum Operations referred to in paragraph 10.1 provided:
(a) the objection is made in writing within fourteen (14) days of receipt of the work programme; and

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

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

(a) the Association shall refer such objection for resolution pursuant to clause 27 within fourteen (14) days of being supplied with such particulars or given such notice;

(b) that part of the existing, intensified or changed operational programme to which objection is taken shall not commence until the objection is resolved pursuant to clause 27;

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

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

10.6 Where the Association receives a request for Clearance pursuant to paragraph 10.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the
previous work programme is substantially similar to the current request) in accordance with the terms and conditions of this Agreement, the Association shall by notice in writing within two (2) weeks of the request notify Explorer that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Agreement and subject to any conditions applicable to that Clearance.

10.7 There can be no material modification or alteration of any part of a work programme without the written consent of the Association or a Clearance. For this purpose, 'material modification or alteration' means a modification or alteration:

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

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

10.8 Explorer shall give notice to the Association if Explorer at any time proposes to implement a material modification or alteration (which notice will provide sufficient details of the proposed material modification or alteration). Where Explorer gives such notice after obtaining a Clearance the parties shall proceed in accordance with paragraph 13.6.

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

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

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

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

11. INSPECTION AND CLEARANCE

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

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

11.3 Explorer will nominate a representative to assist the Work Area Clearance Group for the duration of the Clearance. Explorer's representative shall:

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

(b) where possible, for relocating these where, upon advice from the Work Area Clearance Group, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and

(c) have authority to agree any conditions with the Work Area Clearance Group so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to clause 13 hereof.

11.4 Explorer's representative shall accompany the Work Area Clearance Group when required to do so subject to the Work Area Clearance Group's ability to exclude Explorer's representative from its internal discussions and deliberations in the field.
11.5 In the event that a proposed Operational Area is not cleared by the Work Area Clearance Group the Specialist shall advise Explorer’s representative to that effect and Explorer’s representative may propose alternative Operational Areas during the course of the Clearance provided that:

(a) any such alternative Operational Areas do not constitute a material modification or alteration to the work programme referred to in paragraph 10.8; and

(b) in undertaking any Clearance of alternative Operational Areas the Work Area Clearance Group is not required to remain in the field for any additional period of time beyond two days, unless agreed otherwise.

11.6 Subject to the Aboriginal Heritage Act 1988 (South Australia) Explorer shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by the Association pursuant to this Agreement in which case neither the Native Title Party nor the Association shall complain that Petroleum Operations conducted in accordance with clauses 10, 11, 12 and 13 hereof interfered with any Areas of Significance. Explorer shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

11.7 Explorer will:

(a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with clauses 11, 12, and 13 and Schedule 3 hereof;

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

(c) instruct its contractors, its employees, agents and visitors accordingly in relation to its obligations under sub-paragraphs (a) and (b) hereof.
11.8 A Work Area Clearance Group may re-visit an Area of Significance the subject of an earlier Report, for the purpose of ensuring that Area of Significance has been avoided by Explorer, and

(a) where the primary purpose of the visit to the general locality by the Work Area Clearance Group is for the purpose of conducting a further Clearance for Explorer, then if so requested at the time of negotiating a Budget for that further Clearance, allowance shall be made by Explorer in that Budget to enable no less than 2 members of the Work Area Clearance Group together with up to 2 Specialists to re-visit the Area of Significance, with no less than two 2 vehicles;

(b) where requested at the time of negotiating a Budget for a first Clearance, allowance shall be made by Explorer in that Budget to enable no less than 2 members of the Work Area Clearance Group and 1 Specialist and 1 field assistant to re-visit the Area of Significance with no less than 2 vehicles in the event no further Clearance in the general locality of the Area of Significance takes place for a period of 6 months after the first Clearance;

(c) in the event of any damage, disturbance or interference to such an Area of Significance by Explorer being established, both the Native Title Party and the Association agree to work with Explorer to:

(i) rectify as far as is reasonably practicable any damage done by Explorer; and

(ii) prevent the recurrence of any such damage, disturbance or interference with Areas of Significance.
12. WORK AREA CLEARANCE GROUP

12.1 At the cost of Explorer in accordance with a Budget, the Native Title Party and the Association will identify and the Association will organise the members of a Work Area Clearance Group for the purposes of this clause 12 and Schedule 3 and will ensure that the Work Area Clearance Group is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed work programme in accordance with Schedule 3.

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

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

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

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

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

12.3 Work Area Clearance Group Composition

The Work Area Clearance Group will comprise:
(a) up to two (2) qualified Specialists of appropriate gender to be engaged by the Association with the concurrence of Explorer (which concurrence will not be unreasonably withheld); and

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

12.4 The Native Title Party and the Association acknowledge that in most areas up to four (4) persons will be sufficient to ensure the integrity of the Clearance, however they reserve the right to include up to a maximum of eight (8) people in the event that they believe it is necessary and appropriate to do so. The Association agrees to consult with Explorer about the number of persons to be included in a Work Area Clearance Group not later than the start of negotiations for setting a Budget in accordance with clause 14.

13. REPORTS

13.1 The Association must promptly notify Explorer upon completion of a Clearance inspection and as soon as practicable but no later than fourteen (14) days after the completion of the Clearance inspection, the Native Title Party and the Association must provide a Report (through a Specialist) to Explorer.

13.2 The Report must:

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

(b) identify any alternative Operational Areas for which Clearance is given in accordance with the requirements set out in paragraphs 11.5 and 12.2(b);
(c) describe any conditions on which the Native Title Party has provided the Clearance so as to minimize the impact of Petroleum Operations to Areas of Significance; and

(d) be signed by the Specialists.

13.3 Nothing in this Agreement compels the Native Title Party nor any member of the Work Area Clearance Group or the Association to disclose to Explorer or to the Explorer's representative the location of Areas of Significance, or any Cultural Confidences whatsoever with respect to the Licence Area.

13.4 The Native Title Party and the Association shall ensure that any Aboriginal persons accompanying the Work Area Clearance Group shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.

13.5 In the event that the Work Area Clearance Group determines it is necessary to deviate any proposed seismic line or access road, such deviation shall be made as small as possible and any deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site shall be minimised so far as possible.

13.6 In the event that Explorer has obtained a Clearance pursuant to this Agreement and subsequent events cause Explorer to require any material modification or alteration (as defined in paragraph 10.7) to any part of the programme of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:
(a) Explorer shall notify the Association as soon as practicable and request that the Work Area Clearance Group inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of this Agreement;

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

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

14. **BUDGETS AND PAYMENT BY EXPLORER FOR CLEARANCE WORK**

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

14.2 Budgets must be proposed in substantially the form set out in Schedule 5 and be negotiated, agreed and adopted by Explorer and the Association in writing within seven (7) days of the Association providing a proposed Budget to Explorer.
14.3 Explorer will make payment of expenditure in accordance with the agreed Budget, to the Association in three separate instalments as follows:

(a) forty percent (40%) seven (7) days prior to the mobilisation of the Work Area Clearance Group; and

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

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

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

(a) the services of the members of the Work Area Clearance Group (including the costs of preliminary consultation with a Specialist);

(b) provision of suitable camping facilities and food and a camp cook for the Work Area Clearance Group;

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

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

(e) administration costs associated with the implementation of the Clearance, in accordance with the Budget.

14.5 In the event that there are at any time more persons forming part of the Work Area Clearance Group than specified in the Budget then Explorer shall not be
responsible for the expense of the additional persons, unless otherwise agreed between the parties.

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

14.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between Explorer and any person employed or engaged by the Association to form part of any Work Area Clearance Group arises by virtue of this Agreement, and that nothing contained in this Agreement will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and Explorer. The Native Title Party and the Association will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986*, the *Occupational Health, Safety and Welfare Act 1986*, the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997* (both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association engages or retains any person for the purposes of performing its obligations under this Agreement.

14.8 Explorer is responsible for and indemnifies and agrees to keep indemnified the members of the Work Area Clearance Group 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 Work Area Clearance Group or any member of the Work Area Clearance Group to the extent caused or contributed to by any negligent act or omission of Explorer, its employees, contractors or subcontractors.

14.9 Explorer may nominate the use of such of its existing facilities and equipment as is practicable in the circumstances of a proposed Clearance in which case consideration will be given to such use and, where used, due allowance made in the Budget for that Clearance.
15. **REMOVAL OF EMPLOYEES**

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

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

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

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

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

16. **INSTRUCTION IN ABORIGINAL CULTURE**

16.1 Explorer will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by this Agreement and visitors to its facilities to ensure those persons have an awareness and an understanding of:

(a) native title;

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

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

16.2 Appropriate education for the purposes of paragraph 16.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.

16.3 A Specialist to be engaged for the purpose of carrying out the education functions specified in this clause shall be nominated by Explorer with the concurrence of the Association (which concurrence shall not be unreasonably withheld).

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

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

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

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

17. EXPLORER COVENANTS

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

(i) keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;
(ii) take all precautions to reduce fire risk on the Licence Area;
(iii) ensure all well sites are capped or sufficiently fenced off after drilling so as to prevent injury to persons or stock.

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

(i) driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and
(ii) induction procedures to meet all necessary workplace health and safety requirements,

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

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

18. THE NATIVE TITLE PARTY COVENANTS

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

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

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

(c) actively support Explorer's efforts to procure all approvals, consents, and other entitlements and rights (and all re-grants, renewals and extensions thereof) as are, or will be, necessary to support the interests of Explorer in furthering a Project under any current, new or amended legislation. In particular, such active support will include provision of all relevant consents and authorisations to allow the grant of the said approvals, consents and other entitlements and rights and assistance to procure the withdrawal of any objections thereto;

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

(i) any part of a Licence Area, or

(ii) any other area utilised or intended to be utilised in relation to a Project,
to support the application of this Agreement in relation to Petroleum
Operations and the Project (or either of them);

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

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

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

19. RIGHTS OF THE NATIVE TITLE PARTY

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

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

and

(b) to pursue customary and traditional activities in Operational Areas.

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

19.3 The use of roads in accordance with this clause shall be subject to reasonable
control by Explorer for the purpose of safety and to priority of use by Explorer for
the purpose of Petroleum Operations without Explorer undertaking any liability for
such use.
19.4 The Association shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Association’s obligations under this Agreement save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of Explorer in accordance with paragraph 12.3(a).

20. RIGHTS OF EXPLORER

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

20.2 In the exercise of its rights Explorer undertakes to observe and perform the terms of this Agreement and neither the Native Title Party nor the Association will cause Explorer disturbance or interruption in the course of exercising that right and the discharge of Explorer’s legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.

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

21. REVERSION OF INFRASTRUCTURE

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

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

23. FORCE MAJEURE

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

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

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

24. ASSIGNMENT

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

(a) such transferee is approved by the Minister for the purposes of the transfer of the interest in the Licence; and

(b) the proposed transferee executes in favour of the Native Title Party and the Association a deed of assumption undertaking to observe and comply with all that proportion of the obligations of Explorer under this agreement which are commensurate with the rights transferred to it by Explorer.

25. CONFIDENTIAL INFORMATION

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

25.2 The Native Title Party and the Association agree to keep confidential all aspects of Explorer’s activities pertaining to a Licence of which it becomes aware, provided such information may be disclosed to a Specialist for the purpose of writing a Report.

26. GOODS & SERVICES TAX

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

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

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

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

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

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

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

26.7 Any disputes between the parties in relation to the operation or interpretation of this
clause shall be dealt with in accordance with the dispute resolution procedures in
clause 27 of this Agreement.
26.8 The parties agree to make any changes that are required to this clause to reflect any amendments made to the GST Act or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.

26.9 In this clause 26:

(a) 'adjustment event' means an adjustment event for the purposes of the GST Act and includes any matter or thing that arises out of any error, any decision of a court in relation to the GST Act or a related Act, any ruling issued by the Commissioner of Taxation, any audit of the tax affairs of the Association or of Explorer or the settlement of any dispute (including a dispute with the Commissioner of Taxation);

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

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

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

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

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

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

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

27.1 Guiding Principle

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

27.2 Priority of Procedures

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

27.3 Notice of Dispute

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

27.4 Response to Dispute

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

27.5 Negotiations

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

27.6 Mediation

(a) If, within one month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Schedule 6 hereto, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen days, the mediator shall be appointed by the President of the Law Society of South Australia for the time being.

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

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

(ii) the statutory rights, obligations and commercial imperatives of Explorer;

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

(c) The mediator, in conducting the mediation shall have regard to:

(i) the parties' intentions in this Agreement for the preservation and protection of the Aboriginal tradition of the Native Title Party; and

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

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

(f) None of the parties may commence court proceedings or arbitration concerning this Agreement unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Agreement may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory relief.

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

27.7 Without Prejudice

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

28. CESSATION OF ACTIVITIES

28.1 Explorer shall notify the Association one month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.

28.2 A surrender under the preceding paragraph of this clause is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.
28.3 Explorer shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.

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

(a) Explorer shall pay to the Association any and all monies then payable or accrued which are due to the Association pursuant to this Agreement; and

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

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

28.6 Except as provided in paragraph 28.3 this Agreement shall terminate when the parties have complied with its terms and all Licences have terminated.

28.7 The parties obligations under paragraphs 9(a), 9(b), 9(d), and clauses 17, 21 and 25 shall to the extent referred to therein survive any termination of this Agreement.

29. EMPLOYMENT OPPORTUNITIES

29.1 Explorer agrees to consider from time to time opportunities for the employment of members of the Native Title Claim Group.

29.2 In the event that Explorer receives competing expressions of interest for the carrying out by a contractor of any operation being part of Explorer's Petroleum operations, on equal or substantially similar terms and conditions (including but not being limited to the cost of the contractors' goods and or services), Explorer agrees to grant a preferred contractor status in respect of those operations to that contractor which will employ or engage a member or members of the Native Title Claim group as part of its labour force for the period of the contract.
30. NOTICES

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

Native Title Party’s address: The Edward Landers Dieri People  
C/- Camatta Lempens  
Barristers and Solicitors  
First Floor, 345 King William Street  
Adelaide South Australia 5000  
Facsimile number: (08) 8410 0566

Explorer’s address: Stuart Petroleum Limited  
Level 7, 22 King William Street  
Adelaide South Australia 5000  
Facsimile number: (08) 8410 0250

Association’s address: Ngayana Dieri Kama (Aboriginal Corporation)  
C/- Camatta Lempens  
Barristers and Solicitors  
First Floor, 345 King William Street  
Adelaide South Australia 5000  
Facsimile number: (08) 8410 0566

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

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

31. COUNTERPARTS

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

Executed by the parties as an agreement.
SIGNED for and on behalf of each member of the Native Title Party by the said **DAVID MUNGERANIE** in the presence of:

 Witness

 Name  Stephen J Kenny
 Address  First Floor, 345 King William Street
          Adelaide  SA 5000
 Occupation Solicitor


SIGNED for and on behalf of each member of the Native Title Party by the said **IRENE KEMP** in the presence of:

 Witness

 Name  Stephen J Kenny
 Address  First Floor, 345 King William Street
          Adelaide  SA 5000
 Occupation Solicitor


SIGNED for and on behalf of each member of the Native Title Party by the said **RHONDA KENNEDY-GEPP** in the presence of:

 Witness

 Name  Stephen J Kenny
 Address  First Floor, 345 King William Street
          Adelaide  SA 5000
 Occupation Solicitor
SIGNED for and on behalf of each member of the Native Title Party by the said SYLVIA STEWART in the presence of:

Witness

Name        Stephen J Kenny
Address     First Floor, 345 King William Street
            Adelaide, SA 5000
Occupation Solicitor

.....................................................
Syliva Stewart

SIGNED for and on behalf of each member of the Native Title Party by the said EDWARD LANDERS in the presence of:

Witness

Name        Stephen Kenny
Address     First Floor, 345 King William Street
            Adelaide, SA 5000
Occupation Solicitor

.....................................................
Edward Landers

SIGNED for and on behalf of each member of the Native Title Party by the said NELLIE EDGE in the presence of:

Witness

Name        Stephen J Kenny
Address     First Floor, 345 King William Street
            Adelaide, SA 5000
Occupation Solicitor

.....................................................
Nellie Edge
THE COMMON SEAL of the NGAYANA DIERRI KARNA (ABORIGINAL CORPORATION) was affixed hereto in accordance with its Constitution in the presence of:

Signature – (Committee Member)

Name – (Committee Member)

Signature – (Committee Member)

Name – (Committee Member)

Signature – (Committee Member)

Name – (Committee Member)
THE COMMON SEAL of STUART PETROLEUM LIMITED was affixed hereto in accordance with its Constitution in the presence of:

................................................................. (Director)

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

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

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

Common Seal
SCHEDULE 1: DESCRIPTION OF THE LICENCE APPLICATION AREA
APPLICATION FOR
PETROLEUM EXPLORATION LICENCE
PETROLEUM ACT, 1940 (SECTION 7)

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

We, STUART PETROLEUM N.L. ACN 099 146 726

7122 KING WILLIAM STREET
ADELAIDE SA 5000

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

<table>
<thead>
<tr>
<th>Block</th>
<th>Ticket here</th>
<th>Approximate area km²</th>
<th>Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>CO2000-A</td>
<td></td>
<td>2051</td>
<td>506 811</td>
</tr>
<tr>
<td>CO2000-B</td>
<td></td>
<td>1508</td>
<td>372 633</td>
</tr>
<tr>
<td>CO2000-C</td>
<td></td>
<td>1452</td>
<td>358 786</td>
</tr>
<tr>
<td>CO2000-D</td>
<td></td>
<td>1185</td>
<td>292 819</td>
</tr>
<tr>
<td>CO2000-E</td>
<td></td>
<td>3314</td>
<td>818 904</td>
</tr>
<tr>
<td>CO2000-F*</td>
<td></td>
<td>1163</td>
<td>287 382</td>
</tr>
<tr>
<td>CO2000-G*</td>
<td></td>
<td>956</td>
<td>236 232</td>
</tr>
<tr>
<td>CO2000-H*</td>
<td></td>
<td>1106</td>
<td>273 297</td>
</tr>
</tbody>
</table>

Please indicate Block(s) under application. Note each Block is offered as a separate licence and the application fee is $250 per licence. Details in support of the application and the application fee of $ 7000 are attached (see Checklist).

*Note that applications for blocks CO2000-F, G and H have a later closing date and will attract a new licence application fee which will be determined on 1 July 2000. Contact PIRRE for the amended fee.

Director - Director
STUART PETROLEUM N.L.

Dated this Twenty eighth day of September 2000.

CLOSING DATES
BLOCKS CO2000-A TO H: 4.00 PM ON THURSDAY 29 JUNE 2000.
BLOCKS CO2000-F TO H: 4.00 PM ON THURSDAY 28 SEPTEMBER 2000.

SEND APPLICATIONS MARKED 'CONFIDENTIAL – CONTAINS PEL APPLICATION' TO:
Director, Petroleum Group
Primary Industries and Resources SA
Level 7
101 Grenfell St
Adelaide SA 5000
AUSTRALIA

Phone: IAC 61 8 8463 3204
Facsimile: IAC 61 8 8463 3229
THE SCHEDULE

DESCRIPTION OF AREA

CO 2000-F

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

AREA 1
Commencing at a point being the intersection of latitude 28°15'00"S AGD66 and longitude 139°50'00"E AGD66, thence east to longitude 139°51'40"E AGD66, south to latitude 28°16'00"S AGD66, east to longitude 139°52'00"E AGD66, south to latitude 28°16'40"S AGD66, east to longitude 139°52'20"E AGD66, south to latitude 28°19'00"S Clarke1858, west to longitude 139°52'00"E Clarke1858, south to latitude 28°23'30"S Clarke1858, east to longitude 139°53'00"E Clarke1858, south to latitude 28°24'00"S Clarke1858, east to longitude 139°55'00"E Clarke1858, south to latitude 28°25'00"S Clarke1858, east to longitude 139°57'00"E AGD66, south to latitude 28°25'35"S AGD66, east to longitude 139°57'35"E AGD66, south to latitude 28°26'00"S AGD66, west to longitude 139°57'25"E AGD66, south to latitude 28°26'45"S AGD66, west to longitude 139°57'40"E AGD66, south to latitude 28°27'30"S AGD66, west to longitude 139°57'10"E AGD66, south to latitude 28°28'35"S AGD66, east to longitude 139°57'30"E AGD66, north to latitude 28°28'30"S AGD66, east to longitude 139°57'40"E AGD66, north to latitude 28°28'20"S AGD66, east to longitude 139°57'50"E AGD66, north to latitude 28°28'15"S AGD66, east to longitude 139°58'00"E AGD66, north to latitude 28°28'10"S AGD66, east to longitude 139°58'20"E AGD66, north to latitude 28°27'50"S AGD66, east to longitude 139°58'30"E AGD66, north to latitude 28°27'35"S AGD66, east to longitude 139°58'45"E AGD66, north to latitude 28°27'25"S AGD66, east to longitude 139°59'40"E AGD66, north to latitude 28°26'35"S AGD66, west to longitude 139°59'35"E AGD66, north to latitude 28°26'20"S AGD66, west to longitude 139°59'25"E AGD66, north to latitude 28°26'10"S AGD66, west to longitude 139°59'15"E AGD66, north to latitude 28°25'50"S AGD66, west to longitude 139°59'05"E AGD66, north to latitude 28°25'25"S AGD66, west to longitude 139°58'40"E AGD66, north to latitude 28°25'15"S AGD66, west to longitude 139°58'30"E AGD66, north to latitude 28°25'10"S AGD66, west to longitude 139°58'15"E AGD66, north to latitude 28°25'00"S Clarke1858, east to longitude 139°59'20"E AGD66, south to latitude 28°25'50"S AGD66, east to longitude 139°59'30"E AGD66, south to latitude 28°26'10"S AGD66, east to longitude 139°59'40"E AGD66, south to latitude 28°26'30"S AGD66, east to longitude 139°59'50"E AGD66, south to latitude 28°26'50"S AGD66, east to longitude 139°59'55"E AGD66, south to latitude 28°27'05"S AGD66, east to longitude 140°00'10"E AGD66, south to latitude 28°27'10"S AGD66, east to longitude 140°00'20"E AGD66, south to latitude 28°27'15"S AGD66, east to longitude 140°00'40"E AGD66, north to latitude 28°27'10"S AGD66, east to longitude 140°00'45"E AGD66, north to latitude 28°27'00"S AGD66, east to longitude 140°00'50"E AGD66, north to latitude 28°26'50"S AGD66, east to longitude 140°01'20"E AGD66, north to latitude 28°26'40"S AGD66, east to longitude 140°01'30"E AGD66, north to latitude 28°26'30"S AGD66, east to longitude 140°01'40"E AGD66, north to latitude 28°26'25"S AGD66, east to longitude 140°01'50"E AGD66, north to latitude 28°26'20"S AGD66, east to longitude 140°01'55"E AGD66, north to latitude 28°26'15"S AGD66, east to longitude 140°02'00"E AGD66, north to latitude 28°25'50"S AGD66, west to longitude 140°01'20"E AGD66, north to latitude 28°25'30"S AGD66, west to longitude 140°01'10"E AGD66, north to latitude 28°25'20"S AGD66, west to longitude 140°01'00"E AGD66, north to latitude 28°25'10"S AGD66, west to longitude 140°00'50"E AGD66, north to latitude 28°25'00"S Clarke1858, east to longitude 140°02'00"E Clarke1858, north to latitude 28°24'00"S Clarke1858, east to longitude 140°02'30"E AGD66, south to latitude 28°24'30"S AGD66, east to longitude 140°02'40"E AGD66, south to latitude 28°24'40"S AGD66, east to longitude 140°03'40"E AGD66, north to latitude 28°24'30"S AGD66, east to longitude 140°03'50"E AGD66, north to latitude 28°24'00"S Clarke1858,
east to longitude 140°04'00"E Clarke1858, north to latitude 28°23'10"S AGD66,
est to longitude 140°04'20"E AGD66, north to latitude 28°22'40"S AGD66,
est to longitude 140°05'00"E AGD66, south to latitude 28°22'55"S AGD66,
west to longitude 140°04'55"E AGD66, south to latitude 28°23'05"S AGD66,
west to longitude 140°04'40"E AGD66, south to latitude 28°23'50"S AGD66,
est to longitude 140°04'50"E AGD66, south to latitude 28°24'40"S AGD66,
est to longitude 140°05'25"E AGD66, north to latitude 28°24'35"S AGD66,
est to longitude 140°05'30"E AGD66, north to latitude 28°24'25"S AGD66,
est to longitude 140°05'35"E AGD66, north to latitude 28°24'20"S AGD66,
est to longitude 140°05'45"E AGD66, north to latitude 28°24'00"S AGD66,
est to longitude 140°05'55"E AGD66, north to latitude 28°23'35"S AGD66,
west to longitude 140°05'45"E AGD66, north to latitude 28°23'25"S AGD66,
est to longitude 140°05'50"E AGD66, north to latitude 28°23'15"S AGD66,
est to longitude 140°05'55"E AGD66, north to latitude 28°23'10"S AGD66,
est to longitude 140°06'00"E AGD66, north to latitude 28°22'50"S AGD66,
west to longitude 140°05'50"E AGD66, north to latitude 28°22'30"S AGD66,
est to longitude 140°06'20"E AGD66, south to latitude 28°22'40"S AGD66,
est to longitude 140°06'50"E AGD66, south to latitude 28°22'50"S AGD66,
est to longitude 140°07'20"E AGD66, south to latitude 28°23'10"S AGD66,
est to longitude 140°07'50"E AGD66, south to latitude 28°23'20"S AGD66,
est to longitude 140°08'20"E AGD66, south to latitude 28°23'30"S AGD66,
est to longitude 140°08'50"E AGD66, south to latitude 28°23'40"S AGD66,
est to longitude 140°09'30"E AGD66, south to latitude 28°23'50"S AGD66,
est to longitude 140°10'00"E AGD66, south to latitude 28°24'10"S AGD66,
est to longitude 140°10'30"E AGD66, south to latitude 28°24'20"S AGD66,
est to longitude 140°11'00"E AGD66, south to latitude 28°24'30"S AGD66,
est to longitude 140°11'10"E AGD66, south to latitude 28°24'40"S AGD66,
est to longitude 140°12'00"E AGD66, south to latitude 28°25'00"S Clarke1858,
est to longitude 140°12'40"E AGD66, south to latitude 28°25'10"S AGD66,
est to longitude 140°13'10"E AGD66, south to latitude 28°25'20"S AGD66,
est to longitude 140°13'40"E AGD66, south to latitude 28°25'30"S AGD66,
est to longitude 140°14'10"E AGD66, south to latitude 28°25'40"S AGD66,
est to longitude 140°14'40"E AGD66, south to latitude 28°26'00"S AGD66,
est to longitude 140°15'00"E AGD66, south to latitude 28°40'00"S AGD66,
west to longitude 139°50'00"E AGD69 and north to the point of commencement.

AREA 2

Commencing at a point being the intersection of latitude 28°16'30"S AGD66 and longitude 139°53'30"E AGD66, thence east to longitude 139°54'40"E AGD66, north to latitude 28°16'20"S AGD66,
est to longitude 139°54'50"E AGD66, north to latitude 28°16'00"S AGD66,
est to longitude 139°55'10"E AGD66, north to latitude 28°15'50"S AGD66,
est to longitude 139°56'10"E AGD66, north to latitude 28°15'40"S AGD66,
est to longitude 139°56'20"E AGD66, north to latitude 28°15'30"S AGD66,
est to longitude 139°56'40"E AGD66, north to latitude 28°15'20"S AGD66,
est to longitude 139°57'10"E AGD66, south to latitude 28°16'30"S AGD66,
west to longitude 139°55'30"E AGD66, south to latitude 28°16'40"S AGD66,
west to longitude 139°53'30"E AGD66 and north to the point of commencement.

AREA 3

Commencing at a point being the intersection of latitude 28°16'10"S AGD66 and longitude 139°58'00"E AGD66, thence east to longitude 139°58'30"E AGD66, north to latitude 28°16'00"S AGD66,
est to longitude 139°58'50"E AGD66, north to latitude 28°16'50"S AGD66,
est to longitude 139°59'00"E AGD66, south to latitude 28°16'00"S AGD66,
est to longitude 139°59'10"E AGD66, south to latitude 28°16'10"S AGD66,
est to longitude 139°59'20"E AGD66, south to latitude 28°16'20"S AGD66,
est to longitude 139°59'40"E AGD66, south to latitude 28°16'30"S AGD66,
est to longitude 139°59'50"E AGD66, south to latitude 28°16'40"S AGD66,
est to longitude 140°00'00"E AGD66, south to latitude 28°16'50"S AGD66,
est to longitude 140°00'10"E AGD66, south to latitude 28°17'00"S Clarke1858,
west to longitude 140°00'00"E Clarke1858, south to latitude 28°18'00"S Clarke1858,
west to longitude 139°59'25"E AGD66, north to latitude 28°17'20"S AGD66,
west to longitude 139°59'00"E AGD66, south to latitude 28°17'25"S AGD66,
west to longitude 139°58'55"E AGD66, south to latitude 28°17'35"S AGD66,
west to longitude 139°58'50"E AGD66, south to latitude 28°17'40"S AGD66,
west to longitude 139°58'45"E AGD66, south to latitude 28°17'50"S AGD66,
west to longitude 139°58'40"E AGD66, south to latitude 28°18'00"S Clarke1858,
west to longitude 139°56'40"E AGD66, north to latitude 28°17'40"S AGD66,
west to longitude 139°57'00"E AGD66, north to latitude 28°17'30"S AGD66,
west to longitude 139°57'10"E AGD66, north to latitude 28°17'20"S AGD66,
west to longitude 139°58'40"E AGD66, north to latitude 28°16'30"S AGD66,
west to longitude 139°58'00"E AGD66 and north to the point of commencement.

AREA 4

Commencing at a point being the intersection of latitude 28°17'30"S AGD66 and longitude 140°01'00"E

Clarke1858, thence east to longitude 140°01'00"E AGD66, south to latitude 28°17'40"S AGD66,
east to longitude 140°01'10"E AGD66, south to latitude 28°17'50"S AGD66,
east to longitude 140°01'50"E AGD66, north to latitude 28°17'40"S AGD66,
east to longitude 140°02'00"E AGD66, north to latitude 28°17'30"S AGD66,
east to longitude 140°02'10"E AGD66, north to latitude 28°17'20"S AGD66,
east to longitude 140°02'30"E AGD66, north to latitude 28°17'00"S AGD66,
east to longitude 140°02'50"E AGD66, north to latitude 28°16'50"S AGD66,
east to longitude 140°03'00"E AGD66, north to latitude 28°16'10"S AGD66,
east to longitude 140°03'10"E AGD66, north to latitude 28°16'00"S AGD66,
east to longitude 140°03'20"E AGD66, south to latitude 28°16'10"S AGD66,
east to longitude 140°03'30"E AGD66, south to latitude 28°16'20"S AGD66,
east to longitude 140°03'40"E AGD66, south to latitude 28°16'30"S AGD66,
east to longitude 140°04'10"E AGD66, north to latitude 28°16'20"S AGD66,
east to longitude 140°04'20"E AGD66, south to latitude 28°15'40"S AGD66,
east to longitude 140°04'30"E AGD66, south to latitude 28°17'00"S AGD66,
east to longitude 140°04'40"E AGD66, south to latitude 28°17'20"S AGD66,
east to longitude 140°04'50"E AGD66, south to latitude 28°17'40"S AGD66,
east to longitude 140°05'00"E AGD66, south to latitude 28°18'00"S AGD66,
east to longitude 140°05'10"E AGD66, south to latitude 28°18'20"S AGD66,
east to longitude 140°04'50"E AGD66, south to latitude 28°18'00"S AGD66,
east to longitude 140°04'30"E AGD66, south to latitude 28°18'50"S AGD66,
east to longitude 140°04'10"E AGD66, south to latitude 28°19'10"S AGD66,
east to longitude 140°04'00"E Clarke1858, north to latitude 28°18'00"S Clarke1858,
west to longitude 140°01'00"E Clarke1858 and north to the point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 28°29'07.5"S AGD66 and longitude 139°58'40"E

AGD66, thence east to longitude 139°59'00"E AGD66, south to latitude 28°29'15"S AGD66,
east to longitude 139°59'30"E AGD66, north to latitude 28°29'05"S AGD66,
east to longitude 140°00'05"E AGD66, south to latitude 28°29'15"S AGD66,
west to longitude 140°00'00"E AGD66, south to latitude 28°29'20"S AGD66,
west to longitude 139°59'55"E AGD66, south to latitude 28°29'25"S AGD66,
west to longitude 139°59'45"E AGD66, south to latitude 28°29'35"S AGD66,
west to longitude 139°59'40"E AGD66, south to latitude 28°29'40"S AGD66,
west to longitude 139°59'30"E AGD66, south to latitude 28°30'00"S AGD66,
west to longitude 139°59'20"E AGD66, south to latitude 28°30'10"S AGD66,
west to longitude 139°59'10"E AGD66, south to latitude 28°30'40"S AGD66,
west to longitude 139°58'00"E AGD66, north to latitude 28°30'30"S AGD66,
west to longitude 139°57'50"E AGD66, north to latitude 28°30'20"S AGD66,
west to longitude 139°57'40"E AGD66, north to latitude 28°29'30"S AGD66,
west to longitude 139°58'00"E AGD66, north to latitude 28°29'20"S AGD66,
west to longitude 139°58'40"E AGD66 and north to the point of commencement.

and
Commencing at a point being the intersection of latitude 28°31'50"S AGD66 and longitude 139°59'10"E AGD66, thence east to longitude 140°00'10"E AGD66, south to latitude 28°32'20"S AGD66, west to longitude 140°00'30"E AGD66, south to latitude 28°32'30"S AGD66, west to longitude 139°59'50"E AGD66, south to latitude 28°32'40"S AGD66, west to longitude 139°59'40"E AGD66, south to latitude 28°32'50"S AGD66, west to longitude 139°59'30"E AGD66, south to latitude 28°33'00"S AGD66, west to longitude 139°59'10"E AGD66, south to latitude 28°33'10"S AGD66, west to longitude 139°58'10"E AGD66, north to latitude 28°32'20"S AGD66, east to longitude 139°58'30"E AGD66, north to latitude 28°32'10"S AGD66, east to longitude 139°58'50"E AGD66, north to latitude 28°32'00"S AGD66, east to longitude 139°59'10"E AGD66 and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°30'10"S AGD66 and longitude 140°01'40"E AGD66, thence east to longitude 140°02'30"E AGD66, south to latitude 28°30'20"S AGD66, east to longitude 140°03'00"E AGD66, south to latitude 28°31'20"S AGD66, west to longitude 140°02'50"E AGD66, south to latitude 28°32'10"S AGD66, west to longitude 140°02'10"E AGD66, north to latitude 28°31'50"S AGD66, west to longitude 140°02'00"E AGD66, north to latitude 28°31'40"S AGD66, west to longitude 140°01'20"E AGD66, north to latitude 28°31'30"S AGD66, west to longitude 140°00'50"E AGD66, north to latitude 28°31'20"S AGD66, west to longitude 140°00'30"E AGD66, north to latitude 28°30'50"S AGD66, east to longitude 140°00'40"E AGD66, north to latitude 28°30'40"S AGD66, east to longitude 140°00'50"EAGD66, north to latitude 28°30'30"S AGD66, east to longitude 140°01'10"E AGD66, north to latitude 28°30'20"S AGD66, east to longitude 140°01'40"E AGD66 and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°27'55"S AGD66 and longitude 140°04'00"E AGD66, thence east to longitude 140°04'30"E AGD66, south to latitude 28°28'00"S AGD66, east to longitude 140°04'50"E AGD66, south to latitude 28°28'20"S AGD66, west to longitude 140°04'45"E AGD66, south to latitude 28°28'30"S AGD66, west to longitude 140°04'40"E AGD66, south to latitude 28°28'40"S AGD66, west to longitude 140°04'30"E AGD66, south to latitude 28°28'50"S AGD66, west to longitude 140°04'20"E AGD66, south to latitude 28°29'00"S AGD66, west to longitude 140°03'25"E AGD66, north to latitude 28°28'50"S AGD66, west to longitude 140°03'20"E AGD66, north to latitude 28°28'30"S AGD66, east to longitude 140°03'30"E AGD66, north to latitude 28°28'15"S AGD66, east to longitude 140°03'40"E AGD66, north to latitude 28°28'05"S AGD66, east to longitude 140°03'50"E AGD66, north to latitude 28°28'00"S AGD66, east to longitude 140°04'00"E AGD66 and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°30'20"S AGD66 and longitude 140°04'30"E AGD66, thence east to longitude 140°05'40"E AGD66, south to latitude 28°31'30"S AGD66, west to longitude 140°05'20"E AGD66, south to latitude 28°31'50"S AGD66, west to longitude 140°05'10"E AGD66, south to latitude 28°32'10"S AGD66, west to longitude 140°04'00"E AGD66, south to latitude 28°32'20"S AGD66, west to longitude 140°03'00"E AGD66, south to latitude 28°32'10"S AGD66, east to longitude 140°03'25"E AGD66, north to latitude 28°31'35"S AGD66, east to longitude 140°03'30"E AGD66, north to latitude 28°31'30"S AGD66, east to longitude 140°03'35"E AGD66, north to latitude 28°31'25"S AGD66, east to longitude 140°03'40"E AGD66, north to latitude 28°31'20"S AGD66, east to longitude 140°03'45"E AGD66, north to latitude 28°31'15"S AGD66, east to longitude 140°03'50"E AGD66, north to latitude 28°30'40"S AGD66, east to longitude 140°04'20"E AGD66, north to latitude 28°30'30"S AGD66, east to longitude 140°04'30"E AGD66 and north to the point of commencement.

and
Commencing at a point being the intersection of latitude 28°29'25"S AGD66 and longitude 140°12'20"E AGD66, thence east to longitude 140°12'24.5"E AGD66, south to latitude 28°29'45"S AGD66, west to longitude 140°12'40"E AGD66, south to latitude 28°29'55"S AGD66, west to longitude 140°12'35"E AGD66, south to latitude 28°30'10"S AGD66, west to longitude 140°12'25"E AGD66, south to latitude 28°31'20"S AGD66, west to longitude 140°12'10"E AGD66, south to latitude 28°31'30"S AGD66, west to longitude 140°12'00"E AGD66, south to latitude 28°31'45"S AGD66, west to longitude 140°11'30"E AGD66, south to latitude 28°31'50"S AGD66, west to longitude 140°11'05"E AGD66, south to latitude 28°31'55"S AGD66, west to longitude 140°09'30"E AGD66, north to latitude 28°31'50"S AGD66, west to longitude 140°09'10"E AGD66, north to latitude 28°31'45"S AGD66, west to longitude 140°08'50"E AGD66, north to latitude 28°31'35"S AGD66, west to longitude 140°08'35"E AGD66, north to latitude 28°31'30"S AGD66, west to longitude 140°08'15"E AGD66, north to latitude 28°31'05"S AGD66, east to longitude 140°08'20"E AGD66, north to latitude 28°30'30"S AGD66, east to longitude 140°08'40"E AGD66, north to latitude 28°30'25"S AGD66, east to longitude 140°08'35"E AGD66, north to latitude 28°30'05"S AGD66, east to longitude 140°08'45"E AGD66, south to latitude 28°30'10"S AGD66, west to longitude 140°08'35"E AGD66, north to latitude 28°30'05"S AGD66, west to longitude 140°08'32.5"E AGD66, north to latitude 28°30'02.5"S AGD66, west to longitude 140°08'27.5"E AGD66, north to latitude 28°30'00"S AGD66, west to longitude 140°08'15"E AGD66, north to latitude 28°29'57.5"S AGD66, west to longitude 140°08'05"E AGD66, north to latitude 28°29'55"S AGD66, west to longitude 140°08'00"E AGD66, north to latitude 28°29'52.5"S AGD66, west to longitude 140°07'55"E AGD66, north to latitude 28°29'50"S AGD66, west to longitude 140°07'20"E AGD66, north to latitude 28°29'00"S AGD66, east to longitude 140°07'30"E AGD66, north to latitude 28°28'45"S AGD66, east to longitude 140°08'00"E AGD66, north to latitude 28°28'30"S AGD66, east to longitude 140°09'40"E AGD66, south to latitude 28°29'45"S AGD66, east to longitude 140°12'10"E AGD66, north to latitude 28°29'35"S AGD66, east to longitude 140°12'20"E AGD66 and north to the point of commencement.

All the within latitudes and longitudes are expressed in terms of the following datums:

GDA94 - Geocentric Datum of Australia
AGD66 - Australian Geodetic Datum as defined on p. 4984
of Commonwealth Gazette number 84 dated October 6, 1966.
Clarke1858 – Clarke 1858 Spheroid (Transverse Mercator Projection)

AREA: 1163 square kilometres approximately.

Roger Hermann
Spatial Information Services
26 July 2000
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

STUART PETROLEUM NL

PETROLEUM EXPLORATION LICENCE NO: 113

PRIMARY INDUSTRIES AND RESOURCES SA

SR 27/2/199 AREA: 1163 sq km (approx)
Registered Native Title claimants

- **SC97/004**
  - (Edward Landsen Dieri People)
  - C23000-A
    - Australian-Canadian Oil Royalties Ltd
    - Ely Sathali
    - 584.63 km sq
  - C23000-D
    - Australia Crude Oil Company Inc.
    - 985.25 km sq
  - C23000-E
    - Australian-Canadian Oil Royalties Ltd
    - Ely Sathali
    - 3287.77 km sq
  - C23000-F
    - Stuart Petroleum NL
    - 303.20 km sq

- **SC98/001**
  - (Yandruwanu/Lyanyuwanka People)
  - C23000-A
    - Australian-Canadian Oil Royalties Ltd
    - Ely Sathali
    - 1462.63 km sq
  - C23000-B
    - Australian-Canadian Oil Royalties Ltd
    - Ely Sathali
    - 1513.17 km sq
  - C23000-C
    - Beach Petroleum NL
    - Mëgëwin Petroleum (South Africa) Pty Ltd
    - 1457.34 km sq
  - C23000-D
    - Australia Crude Oil Company Incorporated
    - 189.65 km sq
  - C23000-F
    - Stuart Petroleum NL
    - 782.40 km sq
  - C23000-G
    - Santos Limited
    - 959.97 km sq
  - C23000-H
    - Santos Limited
    - 1112.47 km sq

Petroleum tenements

- Petroleum Exploration Licence Application (PELA)
SCHEDULE 2: PART 1: THE NATIVE TITLE APPLICATION AND MAP OF THE CLAIM AREA
Claimant Application Summary

<table>
<thead>
<tr>
<th>Application numbers</th>
<th>Federal Court number: SG6017/98</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NNTT number: SC97/4</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application name</th>
<th>The Edward Landers Dieri People's Native Title Claim</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of body where application filed</td>
<td>National Native Title Tribunal</td>
</tr>
<tr>
<td>Date application filed</td>
<td>21/08/1997</td>
</tr>
<tr>
<td>Current stage(s)</td>
<td>Notification Complete</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Applicants</th>
<th>David Mungeranie, Irene Kemp, Rhonda Kennedy-Gepp, Sylvia Stewart, Edward Landers, Nellie Edge</th>
</tr>
</thead>
</table>
| Address for service   | Camatra Lempens  
Level 1  
345 King William Street  
ADELAIDE SA 5000  
Phone: 08-84100211  
Fax: 08-84100566 |

<table>
<thead>
<tr>
<th>Persons claiming to hold native title</th>
<th>The Dieri Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area that is the subject of the claim and who:-</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Are related by means of the principle of descent to the following apical ancestors:</td>
<td>1. Are related by means of the principle of descent to the following apical ancestors:</td>
</tr>
<tr>
<td>1.1 Ruby Merrick and Tim Maltalinha (also known as Tim Merrick) who are the parents of the sibling set - Martin, Gottlieb, Rebecca, Selma (or Thelma);</td>
<td>1.1 Ruby Merrick and Tim Maltalinha (also known as Tim Merrick) who are the parents of the sibling set - Martin, Gottlieb, Rebecca, Selma (or Thelma);</td>
</tr>
<tr>
<td>1.2 Kunpaputha (known as 'Queen Annie') mother of Katsi-warru (also known as Annie);</td>
<td>1.2 Kunpaputha (known as 'Queen Annie') mother of Katsi-warru (also known as Annie);</td>
</tr>
<tr>
<td>1.3 Mary Dixon (born at Killalpaninna) mother of the sibling set - Dear Dear (known as Tear), Jack Garret, George Mungeranie, Joe Shaw, and Henry;</td>
<td>1.3 Mary Dixon (born at Killalpaninna) mother of the sibling set - Dear Dear (known as Tear), Jack Garret, George Mungeranie, Joe Shaw, and Henry;</td>
</tr>
<tr>
<td>1.4 Bertha mother of the sibling set - Johannes and Susanna</td>
<td>1.4 Bertha mother of the sibling set - Johannes and Susanna</td>
</tr>
<tr>
<td>1.5 Walter Kennedy husband of Selma (also known as Thelma) nee Merrick;</td>
<td>1.5 Walter Kennedy husband of Selma (also known as Thelma) nee Merrick;</td>
</tr>
<tr>
<td>1.6 Florrie wife of Martin Merrick, and;</td>
<td>1.6 Florrie wife of Martin Merrick, and;</td>
</tr>
<tr>
<td>1.7 The man Punrgipana (born at Lake Hope) and the woman Kulibani (born at Kulamarra) who are the parents of Sam Tinbana (or Dinndibana Ginnigilikan)</td>
<td>1.7 The man Punrgipana (born at Lake Hope) and the woman Kulibani (born at Kulamarra) who are the parents of Sam Tinbana (or Dinndibana Ginnigilikan)</td>
</tr>
</tbody>
</table>

2. Dieri principles of incorporation into the group according to traditional law and custom also include:  
2.1 being of Aboriginal descent; and;  
2.2 having a connection with the claim area in accordance with the traditional law and custom of the Dieri Native Title Claim Group which includes a principle of descent from their ancestors.  

3. The Dieri Native Title Claim Group Management Committee (SC97/04) have the authority acknowledged by the Dieri Native Title Claim Group according to the traditional law and custom of the Native Title Claim Group to determine whether a person of Aboriginal descent has a connection to the Dieri lands and waters in accordance with 2.2 above.  

4. Note with regard to those named applicants in accordance with 2. and 3. above, that the principle of authority, based on traditional laws and customs, incorporates the potential transfer of this authority to appropriate persons in future generations.
5. This native claim group however specifically excludes all of those people listed as being the applicant group in the particulars of claim filed in the Federal Court matter No. SG66 of 1999 being the Dien People Angat Warren and Others, whilst those people’s names appear as members of that applicant group.

PROVIDED HOWEVER that should any person who is eligible to become part of the native title claim group be part of any other native title claim group whose claim overlaps the boundaries of the Dien claim, and that claim has been registered prior to the registration of this claim, then those persons shall be specifically excluded from this claim group.

Native title rights and interests claimed:

A description of the native title rights and interests claimed in relation to particular land or waters (including any activities in exercise of those rights and interests).

The native title rights and interests claimed are the rights and interests of the common law holders of native title which arise because of the existence of native title, in particular:

1. The right to possess, occupy, use and enjoy the claim area;
2. The right to make decisions about the use and enjoyment of the claim area;
3. The right of access to the claim area;
4. The right to control the access of others to the claim area;
5. The right to use and enjoy the resources of the claim area;
6. The right to control the use and enjoyment of others of resources of the claim area (subject to Schedule Q);
7. The right to trade in resources of the claim area;
8. The right to receive a proportion of any resources taken by others from the claim area;
9. The right to maintain and protect places of importance under traditional laws, customs and practices in the claim area;
10. The right to carry out and maintain burials of deceased members of the claim group within the claim area;
11. The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the claim area;
12. The right to inherit and bestow native title rights and interests;
13. The right to conduct ceremonies on the claim area;
14. The right to control the conduct of ceremonies of others on the land;
15. The right to hold, assert and exercise responsibility for the welfare of the country in the claim area;
16. The right to resolve amongst the claimant group any disputes between themselves about land tenure;

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

(a) all existing non native title rights and interests;
(b) all laws of South Australia made in accordance with s19, 22F, 23E or 23I of the Native Title Act;

To the extent that these are valid and applicable.

Area:

Jurisdiction: South Australia
Location: From Maree in the south to Cameron Corner in the east, to Holden Corner in the north east, following the QLD border to Lake Tetcotobe, south west to Gypsum Cliff, west to Lake Eyre, south to Marree.
Local government region(s): Outback Areas Community Development Trust, Unincorporated Areas - SA
ATSIC region(s): Nulla Winila Kuri Regional Council
Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc Native Title Unit
Approximate size: 87783 sq km
(Note: There may be areas within the external boundary of the application that are not claimed.)
Land/water and/or sea: Land/Water

Area covered by the claim (as detailed in the application):
The external boundaries of the area of land and waters covered by the application are described in attached map, marked as Map Schedule C.
The area covered by the application is:
That area which is wholly within the State of South Australia, marked in the attached map.
marked "Map Schedule C", including the land and water inside the marked area
commencing at a point on the south western edge of Lake Blanche, approximated as being
29.209750 degrees Latitude South, 139.452709 degrees Longitude East, the boundary then
traverses in a north easterly direction to the northern most part of Lake Blanche,
approximated as being 29.126964 degrees Latitude South, 139.617362 degrees Longitude
East, then proceeds to the centre of Moomba townsite, approximated as being 28.1167
degrees Latitude South, 140.183 degrees Longitude East.

The boundary then proceeds northerly till it intersects with the boundary of Innaminka
Regional Reserve, approximated as being 27.677953 degrees Latitude South, 140.183855
degrees Longitude East. The boundary then traverses north westerly, then westerly then
northerly, along the said reserve boundary until a north westerly corner of the reserve,
approximated as being 26.353639 degrees Latitude South, 139.874564 degrees Longitude
East, which is also coincidental with the boundary of SC98/001.

From here the boundary traverses due west, remaining coincidental with the boundary of
SC98/001 until a point, approximated as being 26.555466 degrees Latitude South,
139.365983 degrees Longitude East, where it meets the boundary of SC97/003.

The boundary then proceeds in a southwesterly direction through the point, being
coincident with the boundary of SC97/003, approximated as being 27.789322 degrees
Latitude South, 138.717957 degrees Longitude East, then proceeds in a west southwesterly
direction to The Warburton at the point approximated as being 27.866271 degrees Latitude
South, 138.101381 degrees Longitude East, and enters the centre of The Warburton then
proceeds in a north westerly then south westerly direction along the central line of The
Warburton to a point approximated as being 27.876385 degrees Latitude South, 137.265386
degrees Longitude East, being coincidental with SC97/003.

The boundary then traverses in a south easterly direction through the following points,
being coincidental with the boundary of SC98/002.

<table>
<thead>
<tr>
<th>Longitude East</th>
<th>Latitude South</th>
</tr>
</thead>
<tbody>
<tr>
<td>137.351613</td>
<td>27.892835</td>
</tr>
<tr>
<td>137.384790</td>
<td>27.905602</td>
</tr>
<tr>
<td>137.415622</td>
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<td>137.513903</td>
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<td>137.866356</td>
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<tr>
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<td>28.814967</td>
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<td>137.915524</td>
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<tr>
<td>137.915852</td>
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</tr>
<tr>
<td>137.992204</td>
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</tr>
</tbody>
</table>
From here the boundary proceeds along the centre of Frome River, represented by the following points:

<table>
<thead>
<tr>
<th>Longitude East</th>
<th>Latitude South</th>
</tr>
</thead>
<tbody>
<tr>
<td>138.141576</td>
<td>29.714237</td>
</tr>
<tr>
<td>138.172667</td>
<td>29.751682</td>
</tr>
<tr>
<td>138.183809</td>
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<td>138.201909</td>
<td>29.764586</td>
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<tr>
<td>138.216947</td>
<td>29.772915</td>
</tr>
<tr>
<td>138.223399</td>
<td>29.776243</td>
</tr>
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<td>138.246264</td>
<td>29.793189</td>
</tr>
<tr>
<td>138.276190</td>
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</tr>
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<td>138.286681</td>
<td>29.786219</td>
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<tr>
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<td>138.381957</td>
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</tr>
<tr>
<td>138.397369</td>
<td>29.794518</td>
</tr>
<tr>
<td>138.397710</td>
<td>29.794081</td>
</tr>
</tbody>
</table>

From here the boundary traverses in an east northeasterly direction through the 29.737334 degrees Latitude South, 138.695849 degrees Longitude East, and then north easterly, passing 12 km east of Mumpeowie, through the following points:

<table>
<thead>
<tr>
<th>Latitude South</th>
<th>Longitude East</th>
</tr>
</thead>
<tbody>
<tr>
<td>138.793363</td>
<td>29.662173</td>
</tr>
<tr>
<td>138.930932</td>
<td>29.539460</td>
</tr>
<tr>
<td>139.188046</td>
<td>29.291486</td>
</tr>
<tr>
<td>139.278436</td>
<td>29.198113</td>
</tr>
<tr>
<td>139.368826</td>
<td>29.151426</td>
</tr>
</tbody>
</table>

Being west of the lake system associated with Lake Blanche.

The boundary then proceeds south easterly along the south western boundary of Lake Blanche to the commencement point.

Area of application (geographic extent) - 47,161 sq km

BUT EXCLUDING all freehold land, except for freehold land held by or in Trust for Aboriginal people or any freehold land held by the Crown or a Crown instrumentality where native title has not been extinguished.

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

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

In particular the following are excluded:

Category A past acts, as defined in s229 of the NTA including any previous non-exclusive possession Acts which are also a Category A past act; and
Grants or vestings which are "previous exclusive possession acts" (as defined by s23B of the NTA) or "Category A intermediate period acts" (as defined in s232B of the NTA) attributable to the Commonwealth and such grants or vestings which are attributable to the State where the State has made provision as mentioned in s23E and s22F of the NTA in relation to those Acts.

For the avoidance of doubt, the following acts which occurred on or before the 23rd of December 1996, where valid (including because of Division 2 or 2A of Part 2 of the NTA) are included or, for present purposes, are to be treated as included in the definition of
"previous exclusive possession acts", unless excluded from the definition by subsection 23B(3), (5A), (9B), (6C) or (10).

1. The creation or establishment of:
   (i) a permanent public work;
   (ii) a dedicated road;
   (iii) an act of adverse domination where such an act was:
       * authorised by valid legislation; or
       * authorised or required by the creation of a valid Crown grant, vesting or other interest;
   (iv) an unqualified grant of an estate in fee simple.

2. The grant of:
   (i) a schedule interest (see s249C of the NTA) including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and conditions of the lease:
       (ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249);
       (iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246);
       (iv) a lease for the provision of community services or amenities or a town or city on which works or structures of a permanent nature have been constructed in accordance with the terms and conditions of the lease (see s249A).

Registration information

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

Date claim entered on Register of Native Title Claims:
22/08/1997

Registration test status:
Accepted for registration

Registration history:
Registered from 22/08/1997.

Attachments


NNTT contact details

Case manager: Monica Khouri
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SCHEDULE 2 : PART 2 : ASSOCIATION
Certificate of Incorporation of an Aboriginal Association

JOE MASTROLEMBO, Acting as

I, the Registrar of Aboriginal Corporations, pursuant to paragraph 45 (1) (a) of the Act, hereby certify that

NGAYANA DIERI KARNA ABORIGINAL CORPORATION

Has this day been incorporated under the Act.

Dated this 18th day of October, 2001.

G. Mastrolembo
Acting Registrar
SCHEDULE 3 : CLEARANCE PROCEDURES

1. The Association in consultation with the Native Title Party will provide a Work Area Clearance Group or Teams to undertake inspection and clearing of locations for Petroleum Operations within the Licence Area if and when the requirement arises in accordance with clause 12 of this Agreement.

2. The Association in consultation with the Native Title Party will ensure that if required, both a male and a female Specialist are available to join the Work Area Clearance Group depending on the part of the Licence Area under consideration at any given time and the Area or Areas of Significance that may be therein.

3. A Specialist (engaged according to paragraph 12.3(a) of this Agreement) will co-ordinate the Work Area Clearance Groups provided for in clause 12 of this Agreement and will be responsible for conveying the results of the Work Area Clearance Group's inspections and assessments for Clearance of Explorer's proposed Petroleum Operations under the terms of this Agreement.

4. Subject to the terms of this Agreement the Native Title Party and the Association will ensure that a Work Area Clearance Group is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by Explorer in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and the Association will ensure that the Work Area Clearance Group operates on a regular work schedule that as near as practicable coincides with and accommodates Explorer's work schedule.

5. The Association will arrange suitable camping facilities for the Work Area Clearance Group.

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

7. The Association will provide sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Work Area Clearance Group while it is undertaking the inspection and Clearance process.

8. The said vehicles will be insured by the Association and equipped by the Association with sufficient spare parts for the duration of the Clearance task.

9. The Association will cause a log-book to be kept and will ensure that the following information is recorded in the log book in relation to the use of the four-wheel drive vehicles:

   (a) Date;
   (b) Place of departure;
   (c) Destination;
   (d) Reason for the journey;
(e) Name of driver; and
(f) Number of kilometres travelled

in respect of each occasion that the four-wheel drive vehicles are used for or incidental to carrying out a Clearance and will make the log-book available to Explorer upon request.

10. Explorer will reimburse the Association in accordance with an agreed plan and Budget for the Association’s reasonable costs for:

(a) engaging the services of the persons comprising the Work Area Clearance Group;
(b) providing camping facilities and food to the Work Area Clearance Group; and
(c) providing sufficient and appropriate 4 wheel drive vehicles for use by the Work Area Clearance Group,

in accordance with a Budget.

11. In the event that there are at any time more persons forming part of a Work Area Clearance Group than agreed with Explorer and accounted for in a Budget then Explorer shall not be responsible for the expense of the additional persons in such group, unless otherwise agreed between the parties.

12. Remuneration

Explorer will pay to or reimburse the Association the cost of engaging the services of the Work Area Clearance Group, for each Specialist and for each of the agreed number of Work Area Clearance Group members at the respective rates negotiated and agreed during negotiation of a Budget for each day required for compliance with clauses 11, 12 and 13 and this Schedule 3 and for travel to and from his or her place of residence within Australia, and reasonable travel costs, all in accordance with a Budget.

13. Food for Work Area Clearance Group

Explorer will allow a food allowance for each member of the Work Area Clearance Group at the rate of $35 per day, fixed for the first twelve (12) months of this Agreement, for each day spent undertaking the Clearance and each day spent travelling to and from the Licence Area for that purpose.

14. Four Wheel Drive Vehicles

Explorer will pay to the Association:

(a) where the Association provides four-wheel drive vehicles, the sum of fifty-five cents per kilometre in respect of the total number of kilometres properly recorded in the log book, in accordance with paragraph 9 of this Schedule 3, and the cost of fuel, where a four-wheel drive vehicle travelled distances for or incidental to conducting a Clearance; or
(b) the reasonable cost of hire of four-wheel drive vehicles and the cost of fuel and vehicle insurance, where the vehicle is hired and used for, or incidental
to conducting a Clearance provided that the log book details are properly recorded in accordance with paragraph 9 of this Schedule 3.
## SCHEDULE 4 : SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Events</th>
<th>Party Responsible</th>
<th>Maximum period for Events (in days)</th>
<th>Maximum cumulative Elapsed days</th>
</tr>
</thead>
</table>
| 1    | Explorer submits request and proposed work programme to Association  
*(Clause 10, Paragraph 10.1)*                                                                                                         | Explorer                   | Not applicable                      | 0                               |
| 2    | Preliminary meeting  
*(Clause 10, Paragraph 10.2)*                                                                                                         | Explorer and Association    | 14                                  | 14                              |
| 3    | Association arranges for:  
1. Anthropologist or other Specialist,  
2. Work Area Clearance Group, and  
3. Proposed Clearance plan and Budget and presents to Explorer  
*(Clause 12 and Clause 14, Para 14.1)* | Association                 | 7                                   | 21                              |
| 4    | Clearance Plan and Budget meeting, Plan and budget agreed  
*(Clause 14, Paragraphs 14.1; 14.2)*                                                                                                      | Explorer and Association    | 7                                   | 28                              |
| 5    | Work Area Clearance Group and field logistics organised, and Work Area Clearance Group mobilised to the field.  
*(Clause 12, Paragraph 12.1)*                                                                                                           | Native Title Party and Association | 12                                  | 40                              |
| 6    | Work Area Clearance Group completes field work and de-mobilises, notifies Explorer.  
*(Clause 13, Paragraph 13.1)*                                                                                                           | Native Title Party and Association | 14                                  | 54                              |
| 7    | Report delivered to Explorer  
*(Clause 13, Paragraph 13.1)*                                                                                                            | Association                 | 14                                  | 68                              |
## SCHEDULE 5 : BUDGET

**Explorer:**

**Clearance for PEL number(s):**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Remarks</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Rate $</th>
<th>Survey Costs</th>
<th>NOTES</th>
</tr>
</thead>
</table>

**Personnel**

- Specialist # 1: days
- Specialist # 2: days
- Work Area Clearance Group: days
- Camp Cook: days 1

1 **TOTAL PERSONNEL**

**Travel Costs**

- Vehicle Hire: 4WD days
- Vehicle Fuel: days
- Private Vehicle 2WD allowance: fuel, oil, tyres etc km 0.52
- Private Vehicle 4WD allowance: fuel, oil, tyres etc km 0.55

2 **TOTAL TRAVEL**

**Accommodation & Logistics**

- Food: days
- Camping allowance: nights
- GPS hire: days
- Trailer hire: days

3 **TOTAL ACCOMMODATION & LOGISTICS**

**Administration**

- Satellite phone hire: days
- Maps: total
- Photocopying: total
- Phone : fax : mail: total
- Bookings & fees: total
- Meetings & confs: total
- Legal: total

4 **TOTAL ADMINISTRATION**
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td><strong>SUB-TOTAL</strong></td>
</tr>
<tr>
<td>6</td>
<td><strong>Contingency</strong></td>
</tr>
<tr>
<td>7</td>
<td><strong>GST</strong></td>
</tr>
<tr>
<td>8</td>
<td><strong>GRAND TOTAL</strong></td>
</tr>
</tbody>
</table>
SCHEDULE 6 : GUIDELINES TO MEDIATION

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

1. **Role of Mediator**

1.1 The mediator will be neutral and impartial. The mediator will assist the parties to attempt to resolve the dispute by helping them to:

(a) systematically isolate the issues in dispute;
(b) develop options for the resolution of those issues;
(c) explore the usefulness of these options; and
(d) meet their interests and needs.

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

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

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

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

2. **Conflict of Interest**

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

3. **Co-operation**

The parties must co-operate in good faith with the mediator and each other during the mediation.

4. **Conduct of Preliminary Conference**

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

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

6. **Communications between Mediator and Parties**

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

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

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

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

(b) the willingness of a party to consider any such proposal;

(c) any statement made by a party or the mediator during the mediation; and

(d) any information prepared for the mediation.

9. **Termination of the Mediation**

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

10. **Settlement of the Dispute**

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

11. **Enforcement of the Settlement Agreement**

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

(a) for the purposes of this clause; and

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

12. **Exclusion of Liability**

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

13. **Costs**

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