INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM EXPLORATION LICENCE PEL 641

1. 9 February 2018  Grant of Petroleum Exploration Licence PEL 641
   Interests:
   Bridgeport (Cooper Basin) Pty Ltd  100%

2. 9 February 2018  Memorandum entering the grant of licence on the public register.

3. 9 February 2018  Deed pursuant to Section 31 of the Native Title Act 1993 dated 23 January 2017 between the Licensee, the Minister for Mineral Resources and Energy and the Dieri Aboriginal Corporation.

4. 13 February 2018  Gazettal of Grant of licence.

5. 3 April 2018  Memorandum entering receipt of security on the public register.

6. 25 July 2018  Suspension of licence conditions for the period from 9 February 2019 to 8 February 2020 inclusive.
   Extension of term of licence by the corresponding period of suspension.
   PEL 641 is now due to expire on 8 February 2024.

7. 25 July 2018  Memorandum entering suspension of licence conditions and extension of licence term on the public register.

8. 2 August 2018  Gazettal of suspension of licence conditions and extension of licence term.

9. 31 January 2020  Suspension of licence condition for the period from 9 February 2020 to 8 February 2021 inclusive.
   Extension of term of licence by the corresponding period of suspension.
   PEL 641 is now due to expire on 8 February 2025.

10. 31 January 2020  Memorandum entering suspension of licence condition and extension of licence term on the public register.

11. 6 February 2020  Gazettal of suspension of licence condition and extension of licence term.
Mental Health Act 2009

Section 96

Approved Treatment Centre

NOTICE is hereby given in accordance with Section 96 of the Mental Health Act 2009 as of 9 January 2020 to vary the determination made on the 30 May 2017 in respect of the Approved Treatment Centre known as:

Glenside Campus, 226 Fullarton Road, Glenside, S.A. 5065

To be now known as:

Glenside Health Services, 2 Karrayarta Drive, Glenside, S.A. 5065 (N.B. - the physical location of Glenside Health Services remains unchanged).

Dated: 6 February 2020

John Brayley
Chief Psychiatrist

Petroleum and Geothermal Energy Act 2000

Suspension of Condition

Extension of Licence Term

Petroleum Exploration Licence PEL 641

Pursuant to section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of Petroleum Exploration Licence 641 has been suspended for the period from 9 February 2020 to 8 February 2021 inclusive, pursuant to delegated powers dated 29 June 2018.

The term of Petroleum Exploration Licence 641 has been extended by a period corresponding to the period of suspension, such that PEL 641 will now expire on 8 February 2025.

Dated: 31 January 2020

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

PETROLEUM EXPLORATION LICENCE
PEL 641

1. Suspension of the work program commitments under licence condition 1 of petroleum exploration licence PEL 641 is hereby entered on the public register.

2. Extension of the term of PEL 641 by the corresponding period of suspension, such that PEL 641 will now expire on 8 February 2025 is hereby entered on the public register.

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

Date: 31 January 2020

Ref: F2014/000974
Petroleum and Geothermal Energy Act 2000
S.76A

SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM

PETROLEUM EXPLORATION LICENCE
PEL 641

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

(a) Suspend the commitments under licence condition 1 of petroleum exploration licence (PEL) 641 for the period from 9 February 2020 to 8 February 2021 inclusive; and

(b) Extend the term of PEL 641 by the corresponding period of suspension, such that PEL 641 will now expire on 8 February 2025.

Dated: 31 January 2020

[Signature]

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining
Pursuant to section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of Petroleum Exploration Licence 641 has been suspended for the period from 9 February 2019 to 8 February 2020 inclusive, pursuant to delegated powers dated 29 June 2018.

The term of Petroleum Exploration Licence 641 has been extended by a period corresponding to the period of suspension, such that PEL 641 will now expire on 8 February 2024.

Dated: 25 July 2018

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining
PETROLEUM EXPLORATION LICENCE
PEL 641

1. Suspension of the work program commitments under licence condition 1 of petroleum exploration licence PEL 641 is hereby entered on the public register.

2. Extension of the term of PEL 641 by the corresponding period of suspension is hereby entered on the public register.

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

Date: 25 July 2018

Ref: F2014/000974
SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 641

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

(a) suspend the work commitments under licence condition 1 of petroleum exploration licence PEL 641 for the period from 9 February 2019 until 8 February 2020 inclusive.

(b) extend the term of PEL 641 by the corresponding period of suspension, such that PEL 641 will now expire on 8 February 2024.

Dated: 25 July 2018

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

PETROLEUM EXPLORATION LICENCE
PEL 641

1. Receipt of security is hereby entered on the public register.

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

Date: 3 April 2018
NOTICE TO MARINERS

No 5 OF 2018

Yorke Peninsula – Edithburgh – New Beacon Light

Mariners are advised that the sectored navigation light Fl WR 1.5s located in position 35° 05' 05.30" S 137° 45' 01.67" E at the end of the Edithburgh jetty on Yorke Peninsula has been replaced with an all-round white light Fl W 3s, range 4 nautical miles.

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

Chart affected: Aus 139
Dated: 6 February 2018

GORDON PANTON
Manager Marine Operations

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF PETROLEUM EXPLORATION LICENCE

PEL 570

Pursuant to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 4 February 2018 until 3 August 2018, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 31 March 2017.

The expiry date of PEL 570 is now determined to be 3 September 2020.

Dated: 6 February 2018

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

GRANT OF PETROLEUM EXPLORATION LICENCE

PEL 641

Notice is hereby given that the undermentioned Petroleum Exploration Licence has been granted with effect from 9 February 2018, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 31 March 2017.

<table>
<thead>
<tr>
<th>No of Licence</th>
<th>Licensees</th>
<th>Area Km²</th>
<th>Locality</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>PEL 641</td>
<td>Bridgeport (Cooper Basin) Pty Ltd</td>
<td>1,949.6</td>
<td>Cooper Basin</td>
<td>MER-2014/0974</td>
</tr>
</tbody>
</table>

Description of Area

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

Commencing at a point being the intersection of latitude 28°19'30"S GDA94 and longitude 139°00'00"E AGD66, thence east to longitude 139°12'25"E GDA94, south to latitude 28°26'30"S GDA94, east to longitude 139°18'30"E GDA94, south to latitude 28°35'05"S GDA94, east to longitude 139°25'00"E AGD66, south to latitude 28°40'00"S AGD66, east to longitude 139°57'00"E GDA94, south to latitude 28°41'00"S GDA94, west to longitude 139°52'00"E GDA94, south to latitude 28°46'00"S GDA94, west to longitude 139°51'00"E GDA94, south to latitude 28°47'00"S GDA94, west to longitude 139°50'00"E GDA94, south to latitude 28°48'00"S GDA94, west to longitude 139°49'00"E GDA94, south to latitude 28°53'00"S GDA94, east to longitude 139°55'00"E GDA94, south to latitude 28°54'00"S GDA94, east to longitude 139°59'00"E GDA94, north to latitude 28°53'00"S GDA94, east to longitude 140°01'00"E GDA94, north to latitude 28°51'00"S GDA94, east to longitude 140°04'00"E GDA94, south to latitude 28°53'00"S GDA94, west to longitude 140°00'00"E GDA94, south to latitude 28°57'00"S GDA94, west to longitude 139°58'00"E GDA94, south to latitude 29°00'00"S AGD66, west to longitude 139°48'00"E GDA94, north to latitude 28°51'00"S GDA94, west to longitude 139°41'00"E GDA94, north to latitude 28°47'00"S GDA94, west to longitude 139°35'00"E GDA94, north to latitude 28°44'30"S GDA94, west to longitude 139°30'00"E GDA94, north to latitude 28°43'00"S GDA94, west to longitude 139°25'00"E AGD66, north to latitude 28°40'00"S GDA94, west to longitude 139°00'00"E AGD66 and north to the point of commencement.

Area: 1949.60 square kilometres approximately

Dated: 9 February 2018

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

PETROLEUM EXPLORATION LICENCE
PEL 641

1. Petroleum Exploration Licence PEL 641 granted on 9 February 2018 is hereby entered on the public register.

Interests in the licence are:

Bridgeport (Cooper Basin) Pty Ltd 100%


3. Deed pursuant to Section 31 of the Native Title Act 1993 dated 23 January 2017 between the Licensee, the Minister for Mineral Resources and Energy and the Dieri Aboriginal Corporation is hereby entered on the public register.

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

Date: 9 February 2018

File: MER-2014/0974
Petroleum and Geothermal Energy Act 2000
P Petro1uem EXPLORATION LICENCE
PEL 641

I, BARRY ALAN GOLSTEITN, 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 24 March 2012, HEREBY GRANT to:
Bridgeport (Cooper Basin) Pty Ltd
ACN 163 123 304
(hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated
resources except a source of geothermal energy or a natural reservoir for the purpose of gas
storage in respect of the area set out below, to have effect for a period of five years and to expire
on 8 February 2022 and carrying the right to two further renewal terms, subject to

DESCRIPTION OF AREA

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

CONDITIONS

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

<table>
<thead>
<tr>
<th>Year of Term of Licence</th>
<th>Minimum Work Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>200 line km 2D seismic acquisition; 700 line km seismic reprocessing; and 1950 km² passive-transient electromagnetic airborne survey.</td>
</tr>
<tr>
<td>Two</td>
<td>200 km² 3D seismic acquisition.</td>
</tr>
<tr>
<td>Three</td>
<td>100 line km 2D seismic acquisition; and Drill 1 well.</td>
</tr>
<tr>
<td>Four</td>
<td>Drill 2 wells.</td>
</tr>
<tr>
<td>Five</td>
<td>Drill 2 wells.</td>
</tr>
</tbody>
</table>
2. In the event that the Licensee during any year of the term of this licence fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.

3. All regulated activities authorised by this licence are classified as requiring high level official surveillance, unless the Licensee satisfies the Minister that, in view of the Licensee’s demonstrated competence to comply with the requirements of the Act and the conditions of this Licence, the activities should be classified as requiring low level official surveillance.

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

4. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this licence, a security of $50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security").

4.1 The Security shall be lodged in the form of either;
   (a) cash; or
   (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,

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

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

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

5. The Licensee must:
   (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars ($20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
   
   (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars ($10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
   
   (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).

6. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.
7. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the Petroleum and Geothermal Energy Act 2000, that the report also includes an assessment of the potential economic consequences for other licensees under the Petroleum and Geothermal Energy Act 2000 or Mining Act, 1971 and owners of land, arising out of proposed regulated activities to be carried out in the licence area.

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

9. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 8 of the Deed dated 23 January 2017 between the Licensee, the Minister and the Dieri Aboriginal Corporation RNTBC, entered into for the purposes of Section 31 of the Native Title Act 1993.

10. The Licensee shall upon production of a regulated resource from the licence area, comply with their obligations under Clause 8 of the Acceptance Contract Conditions of the Yandruwandha/Yawarrawarrika Conjunctive Petroleum ILUA, entered into by the Licensee by the execution of an Acceptance Deed dated 11 November 2015.

Date: 9 February 2018

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

9/2/18 BAC
the Prentier and Cabinet
EXECUTED BY THE LICENSEE:

EXECUTED by Bridgeport (Cooper Basin) Pty Ltd (ACN 163 123 304) in accordance with Section 127 of the Corporations Act 2001 (Cth):

Signature of Director

Chris Way

[Print Name of Director]

14.2.17

Date

Signature of Director/Secretary

Tony Strasser

[Print Name of Director/Secretary*]
("delete the inapplicable")
PETROLEUM EXPLORATION LICENCE

PEL 641

THE SCHEDULE

Description of Area

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

Commencing at a point being the intersection of latitude 28°19'30"S GDA94 and longitude 139°00'00"E AGD66, thence east to longitude 139°12'25"E GDA94, south to latitude 28°26'30"S GDA94, east to longitude 139°18'30"E GDA94, south to latitude 28°35'05"S GDA94, east to longitude 139°25'00"E AGD66, south to latitude 28°40'00"S AGD66, east to longitude 139°57'00"E GDA94, south to latitude 28°41'00"S GDA94, west to longitude 139°52'00"E GDA94, south to latitude 28°46'00"S GDA94, west to longitude 139°51'00"E GDA94, south to latitude 28°47'00"S GDA94, west to longitude 139°50'00"E GDA94, south to latitude 28°48'00"S GDA94, west to longitude 139°49'00"E GDA94, south to latitude 28°53'00"S GDA94, east to longitude 139°55'00"E GDA94, south to latitude 28°54'00"S GDA94, east to longitude 139°59'00"E GDA94, north to latitude 28°53'00"S GDA94, east to longitude 140°01'00"E GDA94, north to latitude 28°51'00"S GDA94, east to longitude 140°04'00"E GDA94, south to latitude 28°53'00"S GDA94, west to longitude 140°03'00"E GDA94, south to latitude 28°54'00"S GDA94, west to longitude 140°00'00"E GDA94, south to latitude 28°57'00"S GDA94, west to longitude 139°58'00"E GDA94, south to latitude 29°00'00"S AGD66, west to longitude 139°48'00"E GDA94, north to latitude 28°51'00"S GDA94, west to longitude 139°41'00"E GDA94, north to latitude 28°47'00"S GDA94, west to longitude 139°35'00"E GDA94, north to latitude 28°44'30"S GDA94, west to longitude 139°30'00"E GDA94, north to latitude 28°43'00"S GDA94, west to longitude 139°25'00"E AGD66, north to latitude 28°40'00"S GDA94, west to longitude 139°00'00"E AGD66 and north to the point of commencement.

AREA: 1949.60 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 Australian Geodetic Datum (AGD66),
the Geocentric Datum of Australia (GDA94) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 641

F2014/000974    AREA: 1949.60 sq km
PETROLEUM CONJUNCTIVE
INDIGENOUS LAND USE AGREEMENT
BETWEEN

THE HONOURABLE MICHAEL ATKINSON THE ATTORNEY-GENERAL
(“The Attorney-General”)

-AND-

THE MINISTER FOR MINERAL RESOURCES DEVELOPMENT
(“The Minister”)

-AND-

CHARLIE MOORE, LESLIE HARRIS, FAY NICOLLS, THERESA BOTTRELL, AARON
PATERSON, ANITA PATERSON AND FREDRICK BROWN FOR AND ON BEHALF OF
THE YANDRUWANDHA/YAWARRAWARRKA NATIVE TITLE CLAIM (“Native Title
Party”)

-AND-

THE YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS
(ABORIGINAL CORPORATION)
(“The Association”)

-AND-

THE ABORIGINAL LEGAL RIGHTS MOVEMENT INC
(“ALRM”)

-AND-

THE SOUTH AUSTRALIAN CHAMBER OF MINES AND ENERGY INC
(“SACOME”)

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AGREEMENT dated

PARTIES:

THE HONOURABLE MICHAEL JOHN ATKINSON, ATTORNEY-GENERAL of Level 11, 45 Pirie Street Adelaide SA 5000 for and on behalf of the Crown in the right of the State of South Australia ("The State")

AND

THE MINISTER FOR MINERAL RESOURCES DEVELOPMENT a corporation sole constituted by section 11 of the Mining Act No. 109 of 1971 and whose office is situate at Level 9, Terrace Towers, 178 North Terrace Adelaide South Australia 5000 ("The Minister")

AND

CHARLIE MOORE, LESLIE HARRIS, FAY NICOLLS, THERESA BOTTRELL, AARON PATERSON, ANITA PATERSON AND FREDRICK BROWN FOR AND ON BEHALF OF THE YANDRUWANDHA/YAWARRAWARRKA NATIVE TITLE CLAIM care of Hunt and Hunt Twelfth Floor 26, Flinders Street Adelaide, South Australia A 5000 ("Native Title Party")

AND

THE YANDRUWANDHA/YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION) of PO Box 963, Kent Town, South Australia 5067 ("The Association")

AND

THE ABORIGINAL LEGAL RIGHTS MOVEMENT INCORPORATED ABN 32 942 723 464 an incorporated association incorporated under the Associations Incorporation Act 1985 (SA) of Level 4, 345 King William Street Adelaide South Australia 5000 ("ALRM")

Framework - Yandruwandha/Yawarrawarree (1599637)
AND

THE SOUTH AUSTRALIAN CHAMBER OF MINES AND ENERGY INCORPORATED ABN 62 620 804 910 an incorporated association incorporated under the Associations Incorporation Act 1985 (SA) of 4 Greenhill Road Wayville SA 5034 ("SACOME").

BACKGROUND:

A. The Registered Native Title Claimants have filed a Native Title Application under section 13(1) of the Native Title Act in respect of the land and waters in the Claimed Area and make the Native Title Claim on behalf of the Native Title Claim Group.

B. The Native Title Claim Group has established the Association and has authorised the Association to manage the Native Title Claim and all matters relating to it on behalf of the Native Title Party.

C. The Association (in conjunction with the Registered Native Title Claimants) has consulted with the Native Title Claim Group and the latter has consented to and authorised the Registered Native Title Claimants to enter into this Framework ILUA on behalf of the Native Title Party.

D. ALRM is the Representative Aboriginal Body for the Claimed Area pursuant to the Native Title Act.

E. Before signing this Framework ILUA, ALRM has, as far as is practicable, consulted with and had regard to the interests of the Native Title Claim Group and other persons (if any) who hold or may hold Native Title in relation to land or waters in the Claimed Area.

F. The State is the Crown in the right of the State of South Australia.

G. SACOME represents the minerals, petroleum and energy industries in South Australia.

Framework - Yandruwandha/Yawarrawarrrka (1685872)
H. The Native Title Party, the Association and ALRM have negotiated with the State and
with SACOME for this Framework ILUA, which promotes the exercise of rights under
this Framework ILUA in a way that advances economic development through
exploration and production being carried out in a sustainable manner for the benefit of
current and future generations.

I. By this Framework ILUA the Parties consent to the grant of PELs, Subsequent
Licences and Additional Licences under the Petroleum Act and the carrying out of
activities under them.

J. The grant of a PEL, Subsequent Licence or Additional Licence is subject to the non-
extinguishment principle, as defined in section 238 of the Native Title Act.

K. The provisions of this Framework ILUA apply instead of the Right to Negotiate
Procedure which is not intended to apply to the grant of a PEL, Subsequent Licence or
Additional Licence or any activities carried out under it.

L. This Framework ILUA is an Area Agreement pursuant to sections 24CA to CL of the
Native Title Act and regulation 7 of the Native Title (Indigenous Land Use Agreements)
Regulations 1999 (Cth) and is intended to be registered on the Register.

IT IS AGREED:

1. DEFINITIONS

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

'Acceptance Contract
Conditions' means the terms forming part of this
Framework ILUA at Schedule 1, as amended
from time to time pursuant to the Framework
ILUA;
'Acceptance Deed' means the deed at Annexure B of the Acceptance Contract Conditions which acknowledges the Company’s acceptance of the terms of this Framework ILUA;

'Additional Licence' means any:
(a) Preliminary Survey Licence;
(b) Pipeline Licence;
(c) Speculative Survey Licence;
(d) Associated Facilities Licence;
(e) Easement for pipeline purposes; or
(f) other authority able to be lawfully granted to a Company within the ILUA Area pursuant to the Petroleum Act, applied for, or granted to a Company in the ILUA Area where that Company is not the holder of a PEL or PPL authorised by this Framework ILUA;

'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 a Party including any such laws relating to native title, mining, the environment, or Aboriginal heritage;

'Associated Facilities Licence' means a licence authorising anything that is reasonably necessary for, or incidental to, carrying on Regulated Activities in the area of the PEL, PRL PPL or in the vicinity of the area of the PEL, PRL or PPL;
‘Association’ means the body corporate representing the Native Title Party and is a party to this ILUA;

‘Authorised Licence’ means:

(a) in the case of a Company applying for a PEL or PPL in the ILUA Area, the PEL(s) or PPL(s) specified in the Acceptance Deed executed by that Company in order to enter into the Executed Acceptance Contract, and any Subsequent Licence granted to that Company; and

(b) in the case of a Company not holding a PEL or PPL authorised by this Framework ILUA, the Additional Licence(s) specified in the Acceptance Deed executed by that Company in order to enter into the Executed Acceptance Contract;

‘Business Day’ means a day other than a Saturday, Sunday or public holiday in South Australia;

‘Claimed Area’ means the area of land and any waters the subject of the Native Title Application;

‘Clearance’ means the agreed procedure for the inspection and clearance of land as described in clauses 14, 15 and 17 and Annexure E of the Acceptance Contract Conditions;
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>'Commencement Date'</td>
<td>means the date of this Framework ILUA, or another date agreed in writing by the Parties;</td>
</tr>
<tr>
<td>'Company'</td>
<td>means the applicant for or holder of a Licence which has executed an Acceptance Contract in relation to that Licence;</td>
</tr>
<tr>
<td>'Essential Term'</td>
<td>means those terms in clause 10.3 and clause 14 of this Framework ILUA and clauses 7.1, 7.2, 7.3.1, 7.3.2, 8.1, 8.2, 8.4, 12, 13.7, 13.8, 14.6, 19.1 and 21.1, 21.3 and 21.4 of the Acceptance Contract Conditions;</td>
</tr>
<tr>
<td>'Executed Acceptance Contract'</td>
<td>means each contract on the terms of the Acceptance Contract Conditions and the relevant Acceptance Deed;</td>
</tr>
<tr>
<td>'Framework ILUA'</td>
<td>means this deed as amended from time to time, including the Acceptance Contract Conditions (and the annexures to it), the Acceptance Deed and all other schedules, annexures and appendices;</td>
</tr>
<tr>
<td>'ILUA Area'</td>
<td>means the geographical area in relation to which this Framework ILUA applies, as specified in Schedule 2;</td>
</tr>
<tr>
<td>'Licence'</td>
<td>means any licence able to be issued under the Petroleum Act as amended from time to time;</td>
</tr>
</tbody>
</table>
'Licence Application' means the application for a Licence under the Petroleum Act;

'Licence Area' means the total geographical area (of which the ILUA Area may form the whole or a portion) over which the Authorised Licences are operative;

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

'Native Title" has the same meaning as in section 223 of the Native Title 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 described in Annexure A of the Acceptance Contract Conditions;

'Native Title Claim Group' means those persons described in Part 1 Schedule A of the Native Title Application (Annexure A of the Acceptance Contract Conditions) and has the same meaning as in the Native Title Act;

'Native Title Party' means the Native Title Claim Group and includes the Registered Native Title Applicant as described in Annexure A of the Acceptance Contract Conditions;
'Parties' means the Parties to this Framework ILUA, and "Party" means any one of them;

'PEL' means the petroleum exploration licence(s) proposed to be granted to the Company in the ILUA Area 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 of South Australia as amended or any enactment substituted therefore together with any regulations and subordinate legislation made thereunder;

'Pipeline Licence' means a licence issued under the Petroleum Act authorising the licensee to operate the transmission pipeline to which the licence relates;

'PPL' means a petroleum production licence granted pursuant to the Petroleum Act;

'Preliminary Survey Licence' means a licence issued under the Petroleum Act authorising the licensee to carry out a survey, environmental evaluation, or other form of assessment preparatory to the carrying out of Regulated Activities in the Licence Area;
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>'PRL'</td>
<td>means a Petroleum Retention Licence granted pursuant to the Petroleum Act;</td>
</tr>
<tr>
<td>'Register'</td>
<td>means the Register of Indigenous Land Use Agreements established and maintained under Part 8A of the Native Title Act;</td>
</tr>
<tr>
<td>'Registrar'</td>
<td>means the Native Title Registrar;</td>
</tr>
<tr>
<td>'Registration Date'</td>
<td>means the date on which details of this Framework ILUA are entered on the register pursuant to section 199B of the Native Title Act;</td>
</tr>
<tr>
<td>'Regulated Activity'</td>
<td>has the same meaning as in the Petroleum Act;</td>
</tr>
<tr>
<td>'Regulated Substance'</td>
<td>has the same meaning as in the Petroleum Act;</td>
</tr>
<tr>
<td>'Right to Negotiate'</td>
<td>means the right to negotiate set out in subdivision P of the Native Title Act;</td>
</tr>
<tr>
<td>'SACOME'</td>
<td>means the South Australian Chamber of Mines and Energy Inc;</td>
</tr>
<tr>
<td>'Scouting Team'</td>
<td>means the members of a team undertaking a Clearance in accordance with the Acceptance Contract Conditions;</td>
</tr>
<tr>
<td>'Speculative Survey Licence'</td>
<td>means a licence granted under the Petroleum Act authorising the licensee to carry out exploratory operations of the kind specified in the licence in the Licence Area;</td>
</tr>
</tbody>
</table>
'State' means the State of South Australia;

'Subsequent Licence' means any:
(a) PPL (that is not already authorised under this ILUA);
(b) Associated Facilities Licence;
(c) PRL;
(d) Easement for pipeline purposes;
(e) Preliminary Survey Licence;
(f) Speculative Survey Licence; or
(g) other authority able to be lawfully granted to a Company within the ILUA Area pursuant to the Petroleum Act, applied for or granted to a Company where that Company is the holder of a PEL or PPL authorised by this Framework ILUA at the time of the Licence application;

'Term' means the Term of the Framework ILUA, commencing on the Commencement Date and ending on the date determined pursuant to clause 3.2;

'Transfer' means to sell, assign, transfer, convey or otherwise dispose of and "Transferee", and "Transferred" and "Transferring" have corresponding meanings.

2 INTERPRETATION

2.1 In this Framework ILUA, and in the Recitals, unless the contrary intention appears:

Framework - Yandruwandha/Yawarrawarra (1685872)
2.1.1 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;

2.1.2 the singular includes the plural and vice versa;

2.1.3 reference to a gender includes each other gender;

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

2.1.5 a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Framework ILUA unless otherwise stated;

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

2.1.7 a reference to any Party to this Framework ILUA includes that Party's executors, administrators, substitutes, successors and assigns;

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

2.1.9 a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible form but specifically excludes communications by electronic mail;

2.1.10 a reference to dollars and $ is to Australian currency;

2.1.11 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;

2.1.12 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

2.1.13 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.
2.2 The meaning of general words will not be limited by reference to accompanying specific words.

2.3 If any Court or other competent authority declares, or if any statute or regulation renders, any part of this Framework ILUA 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 Framework ILUA would, if that part were not omitted, be ineffective, void, voidable, illegal or unenforceable then:

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

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

2.4 Any term or expression used in this Framework ILUA, which is defined in either the Petroleum Act or the Native Title Act, has the same meaning as in that legislation, except where otherwise defined.

2.5 In this Framework ILUA, headings are for convenience of reference and do not affect the interpretation of this Framework ILUA.

2.6 Any schedules, annexures and appendices form part of this Framework ILUA.

3

**COMMENCEMENT AND TERM**

3.1 This Framework ILUA commences on the Commencement Date

3.2 Subject to any provision of this Framework ILUA to the contrary, this Framework ILUA continues until the date upon which details of this Framework ILUA are removed from the Register pursuant to s 199C of the Native Title Act.

3.3 This Framework ILUA shall not terminate in the event of a breach, but the Parties may avail themselves of all other remedies at law.
4 REVIEW AND AMENDMENT

4.1 Any Party to the Framework ILUA may request a review of the Framework ILUA by giving notice to the other Parties not more than twelve (12) months or not less than six (6) months before the expiration of each five (5) year period calculated from the Registration Date.

4.2 If any Party gives notice to the other Parties for a review, the Parties must:

4.2.1 meet as soon as possible, but no later than twenty (20) Business Days after the date of the notice; and

4.2.2 negotiate in good faith with a view to reaching agreement between the Parties in relation to any amendments proposed to the Framework ILUA by any Party, including but not limited to the quantum of the production payment.

4.3 If the Native Title Party becomes aware of a production payment rate being agreed with another native title claim group under a registered conjunctive petroleum Framework ILUA over native title land in South Australia (excluding Aboriginal freehold lands) in excess of the rate agreed in this Framework ILUA, then notwithstanding the provisions of clause 4.1, the Native Title Party may by notice in writing to the other Parties seek a review of the production payment. The Parties must meet within three (3) months of the date of the such notice and negotiate in good faith in relation to the quantum of the production payment pursuant to annexure C.

4.4 Any proposed amendments to the Framework ILUA can only be made by agreement in writing between all Parties.

5 AUTHORITY TO ENTER INTO ILUA

The Native Title Party represents and warrants that all necessary authorisations have been obtained to enter into this Framework ILUA and this Framework ILUA is valid, 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.
6. **THE NATIVE TITLE ACT AND CONSENT TO FUTURE ACTS**

6.1 The Parties acknowledge and agree that this Framework ILUA sets out procedures for:

6.1.1 the grant of PELs and the carrying out of exploratory operations under them;

6.1.2 the grant of any Subsequent Licences and the carrying out of any activities under them; and

6.1.3 the grant of Additional Licences and the carrying out of any activities under them

where a Company has complied with the requirements of clause 13 of this Framework ILUA.

6.2 The Parties agree that the Right to Negotiate procedure prescribed in Part 2, Division 3, Subdivision P of the Native Title Act is not intended to apply to either the grant of any Authorised Licence or the carrying out of any activities under an Authorised Licence.

6.3 It is the intention of the Parties that:

6.3.1 the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of an Authorised Licence; and

6.3.2 to the extent that the provisions of subdivision K and subdivision M of Division 3 of the NTA would normally apply to the grant of any of these Authorised Licences the same are excluded.

7. **REGISTRATION OF ILUA**

7.1 The Parties authorise and direct the State to apply to the Registrar for this Framework ILUA to be registered and entered on the Register as an area agreement pursuant to sections 24CA to 24CL of the Native Title Act and regulation 7 of the Native Title Indigenous Land Use Agreement Regulations (Cth).

7.2 For the purposes of registering and entering the Framework ILUA on the Register either:

7.2.1 ALRM will certify the application for registration in accordance with the Native Title Act; or
7.2.2 if ARLM does not certify the application in accordance with the Native Title Act the Association and the Native Title Party will prepare a statement which complies with section 24CG(3)(b) of the Native Title Act and provide that statement to the State.

7.3 Each of the Parties agrees to use its best endeavours to ensure that the Framework ILUA is registered on the Register as soon as possible after the date of execution and that it is maintained on the Register until the end of the Framework ILUA as determined pursuant to clause 3.2.

7.4 If the Framework ILUA is removed from the Register of Indigenous Land Use Agreements held by the National Native Title Tribunal:

7.4.1 no new PEL, Subsequent Licence or Additional Licence can be granted pursuant to this Framework ILUA; and

7.4.2 any existing PEL, Subsequent Licence or Additional Licence granted prior to that removal will not be affected by that removal.

8 PETROLEUM ACT

8.1 The Parties acknowledge and agree that this Framework ILUA is subject to the Petroleum Act and does not:

8.1.1 set out an alternative procedure for the granting of a PEL, Subsequent Licence or Additional Licence, or the carrying out of activities under those Licences; or

8.1.2 of itself (apart from the provisions of clause 8.1 of the Acceptance Contract Conditions), form a condition of any PEL, Subsequent Licence or Additional Licence.

8.2 The Parties acknowledge and agree that each Executed Acceptance Contract constitutes an agreement between the Native Title Party and the Company for the purposes of entry to and use of land pursuant to Part 10 of the Petroleum Act.

8.3 The State is authorised to cause the registered Framework ILUA and any Executed Acceptance Contract to appear on the public register established pursuant to section 115 of the Petroleum Act.
9. **PROVISION TO PARLIAMENT**

The Government Party is authorised to provide a copy of this Framework ILUA to the South Australian Parliament.

10. **THE LICENCE**

10.1 The Native Title Party agrees to the grant of any Authorised Licence by the Minister to the Company in respect of any part of the ILUA Area pursuant to the Petroleum Act, and agrees to the Company exercising its rights and entitlements and discharging its obligations under the Authorised Licence in accordance with and subject to any conditions imposed by:

- 10.1.1 the Petroleum Act;
- 10.1.2 any Applicable Law; or
- 10.1.3 this Framework ILUA.

10.2 The Native Title Party covenants not to lodge or make any objection to the grant of any PEL, Subsequent Licence or Additional Licence to the Company pursuant to the Petroleum Act unless the Company is in breach of this Framework ILUA.

10.3 The Company covenants by its consent in the Acceptance Deed that it will carry out activities under an Authorised Licence on the ILUA Area in accordance with:

- 10.3.1 the Petroleum Act;
- 10.3.2 all Applicable Law;
- 10.3.3 the provisions of this Framework ILUA; and
- 10.3.4 good petroleum industry practice.

11. **INSURANCE**

11.1 The State must ensure that a group personal accident insurance policy is maintained during the Term of the Framework ILUA to cover Aboriginal persons who are members of any Scouting Team in respect of whom such cover is obtainable on such reasonable commercial terms as the State may decide.

11.2 The Association must advise the State of the number of people making up each Scouting Team and the name of each Scouting Team member (where known) prior to any Clearance being undertaken.
12 **BREACH OF FURTHER CONSIDERATION**

If the Company is in breach of clause 8.1 of the Acceptance Contract Conditions and that breach is not remedied within one month of the receipt of written notice from the Native Title Party, then apart from any other right or remedy it may have at common law (which right or remedy shall not be exercisable until the Minister has considered whether to exercise his discretion as herein described), the Native Title Party may inform the Minister who, upon being satisfied that the Company remains in breach, may refuse to grant any Subsequent or Additional Licence to the Company.

13 **ACCEPTANCE CONTRACT**

13.1 **Subject to this Framework ILUA the Parties agree that:**

13.1.1 a Company may enter into an Executed Acceptance Contract in respect of any PEL or Additional Licence by complying with clause 13.2; and

13.1.2 where a Company has entered into an Executed Acceptance Contract in respect of a PEL located within the ILUA Area, the Company is entitled to the grant of any Subsequent Licence

13.2 **A Company will agree to be bound by the terms of this Framework ILUA by:**

13.2.1 duly completing and signing the Acceptance Deed at Annexure B of the Acceptance Contract Conditions;

13.2.2 providing a copy of the duly signed and completed Acceptance Deed to the State; and

13.2.3 notifying the Native Title Party of the completion and execution of the Acceptance Deed by providing them with a copy thereof

13.3 **The Parties acknowledge and agree that upon a Company complying with the provisions of clause 13.2 an agreement on the terms of the Acceptance Contract Conditions and the relevant Acceptance Deed will come into force and effect as an Executed Acceptance Contract between the State, the Native Title Parties, the Association and the Company in respect of:**

13.3.1 the PEL(s) or Additional Licence(s) identified in the Acceptance Deed executed by the Company;

13.3.2 any Subsequent Licences granted to a Company where that Company has entered into an Executed Acceptance Contract in respect of a PEL located in the ILUA Area; and

Framework - Yandruwandha/Yawarrawarra (1685872)
13.3.3 the carrying out of any activities under those Licences

14. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

15. NO ACKNOWLEDGEMENT OF NATIVE TITLE

By entering into this Framework ILUA neither the State, SACOME or the Company acknowledge any concluded position as to the existence or otherwise of native title to any land or waters the subject of this Framework ILUA.

16. CONFIDENTIALITY

16.1 The Parties agree to keep confidential all communications between the Parties relating to their negotiation of this Framework ILUA (excluding this Framework ILUA document) whether oral or in writing ("confidential communications") except to:

16.1.1 the officers and employees of the Parties whose duties require such disclosure;

16.1.2 the legal and financial advisers and auditors of a Party;

16.1.3 the extent necessary to comply with all Applicable Law and the rules of any stock exchange;

16.1.4 the South Australian parliament;

16.1.5 potential financiers, investors, joint venturers or Transferees in or of the Parties;

16.1.6 petroleum explorers involved in or seeking to become involved in exploration or production activity in the Claimed Area or Licence Area; and

16.1.7 other Aboriginal people as and where required by Aboriginal custom and tradition,

PROVIDED THAT except for compliance reports contemplated in clause 16.1.3 the relevant Party ensures that any such person undertakes to maintain the confidentiality of the information and material.
16.2 The Parties will ensure that each recipient of confidential communications is aware of and observes the above obligations of confidentiality.

16.3 The Parties agree that the registered Framework ILUA will be placed on the Primary Industries and Resources South Australia (PIRSA) website and maybe downloaded by the public.

17. **ASSIGNMENT**

17.1 The Company may transfer the whole or any part of its interest, rights or obligations under this Framework ILUA to a Transferee of any interest in an Authorised Licence provided:

17.1.1 such Transferee is approved by the Minister for the purposes of the Transfer of the interest in the Authorised Licence; and

17.1.2 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 of the obligations of the Company under this Framework ILUA which are commensurate with the rights Transferred to it by the Company.

17.2 Any assignment pursuant to clause 17.1 releases the Company from its obligations under the Executed Acceptance Contract in relation to the relevant Authorised Licences with effect from the date of that assignment and Transfer but without prejudice to the accrued rights and remedies of the Parties for any antecedent breach of the Executed Acceptance Contract.

18. **NOTICES**

18.1 Subject to this Framework ILUA any notice, request, consent, proposal, or other communication must be in writing and signed by the Party giving it and shall be addressed to the Parties as follows:

The Government Party's address:

The Minister for Minerals Resources Development
C/-: The Director, Petroleum
Office of Mineral and Energy Resources, PIRSA
Level 6, 101 Grenfell Street
ADELAIDE SA 5000
Facsimile number: (08) 8463 3229
Native Title Party’s address:
Yandruwandha/Yawarrawarrrka Native Title Claim Group
C/-: Hunt & Hunt
12th Floor
26 Flinders Street
ADELAIDE SA 5000
Facsimile number: (08) 8211 7362

Yandruwandha/Yawarrawarrrka Traditional Land Owners (Aboriginal Corporation) address:
PO Box 963
KENT TOWN SA 5067
Facsimile number:

ALRM’s address:
Executive Officer
Level 4, 345 King William Street
ADELAIDE SA 5000
Facsimile number: (08) 8211 7424

SACOME’s address:
Chief Executive
4 Greenhill Road
WAYVILLE SA 5034
Facsimile number: (08) 8373 9699

18.2 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.

18.3 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.
19. **GOVERNING LAW**

This Framework ILUA is governed by the laws of, and applying in the State, 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 any appeals from the courts of the Commonwealth of Australia will be filed in the South Australian District Registry of the Federal Court of Australia.

20. **COUNTERPARTS**

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

21. **GENERAL**

21.1 Each Party agrees, at its own expense, on the request of another Party, to do everything reasonably necessary to give effect to this Framework ILUA and the matters contemplated by it.

21.2 Each Party will pay its own legal and other costs and expenses in connection with the preparation and completion of this ILUA except for stamp duty, which will be borne and paid by the State.
EXECUTED AS AN AGREEMENT

THE COMMON SEAL of THE ATTORNEY-GENERAL was hereunto affixed by the Attorney-General in the presence of:

Witness

Name of Witness

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

Witness

Name of Witness

SIGNED BY CHARLIE MOORE for and on behalf of the Yandruwandha/Yawarrawarrrka Native Title Group in the presence of:

Witness

Name of witness

Framework - Yandruwandha/Yawarrawarrrka (1685872)
SIGNIED BY LESLIE HARRIS
for and on behalf of the
Yandruwandha/Yawarrawarrka Native Title Group
in the presence of:

Witness

Name of witness

SIGNIED BY FAY NICHOLLS
for and on behalf of the
Yandruwandha/Yawarrawarrka Native Title Group
in the presence of:

Witness

Name of witness

SIGNIED BY THERESA BOTTRELL
for and on behalf of the
Yandruwandha/Yawarrawarrka Native Title Group
in the presence of:

Witness

Name of witness

Framework - Yandruwandha/Yawarrawarrka (1685872)
SIGN BY AARON PATERSON
for and on behalf of the
Yandruwandha/Yawarrawarrika Native Title Group
in the presence of:

Witness

Name of witness

Aaron Paterson

SIGN BY ANITA PATERSON
for and on behalf of the
Yandruwandha/Yawarrawarrika Native Title Group
in the presence of:

Witness

Name of witness

Anita Paterson

SIGN BY FREDRICK BROWN
for and on behalf of the
Yandruwandha/Yawarrawarrika Native Title Group
in the presence of:

Witness

Name of witness

Fredrick Brown
THE COMMON SEAL of THE
YANDRUWANDHA/YAWARRAWARRKA
TRADITIONAL LAND OWNERS
(ABORIGINAL CORPORATION)
was hereunto affixed
in accordance with its constitution
in the presence of

\[Signature\]
Member

\[Signature\]
Print Name

\[Signature\]
Member

\[Signature\]
Print Name

\[Signature\]
Member

\[Signature\]
Print Name

\[Signature\]
Member

\[Signature\]
Print Name

Framework - Yandruwandha/Yawarrawarra (1685872)
THE COMMON SEAL of THE
ABORIGINAL LEGAL RIGHTS MOVEMENT INC
was hereunto affixed
in the presence of:

Chairperson

THE COMMON SEAL of THE
SOUTH AUSTRALIAN CHAMBER OF MINES
AND ENERGY INC
was hereunto affixed
in the presence of:

President

Councillor
SCHEDULE 1

Acceptance Contract Conditions
ACCEPTANCE CONTRACT CONDITIONS

BETWEEN

THE HONOURABLE MICHAEL ATKINSON THE ATTORNEY GENERAL

-AND-

THE MINISTER FOR MINERAL RESOURCES DEVELOPMENT

-AND-

CHARLIE MOORE, LESLIE HARRIS, FAY NICOLLS, THERESA BOTTRELL, AARON PATERSON, ANITA PATERSON AND FREDRICK BROWN FOR AND ON BEHALF OF THE YANDRUWANDHA/YAWARRAWARRKA NATIVE TITLE CLAIM GROUP

-AND-

THE YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION)

-AND-

THE COMPANY SPECIFIED IN THE ACCEPTANCE DEED, EXECUTED BY THAT COMPANY IN RELATION TO THE AUTHORISED LICENCES.

CROWN SOLICITOR
Level 9, 45 Pirie Street, Adelaide SA 5000
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AGREEMENT dated

PARTIES:

THE HONOURABLE MICHAEL ATKINSON, ATTORNEY-GENERAL of level 11 ING Building, 45 Pirie Street, Adelaide SA 5000 for and on behalf of the Crown in the right of the State of South Australia (“The State”)

AND

THE MINISTER FOR MINERAL RESOURCE DEVELOPMENT of Level 9, Terrace Towers, 178 North Terrace Adelaide South Australia 5000 (“The Minister”)

AND

CHARLIE MOORE, LESLIE HARRIS, FAY NICOLLS, THERESA BOTTRELL, AARON PATERSON, ANITA PATERSON AND FREDRICK BROWN FOR AND ON BEHALF OF YANDRUWANDHA/YAWARRAWARRKA NATIVE TITLE CLAIM GROUP care of Hunt & Hunt Twelfth Floor 26 Flinders Street Adelaide South Australia 5000 (“Native Title Party”)

AND

YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION) ABN 2300221859, an incorporated association incorporated under the Associations Incorporation Act No 30 of 1985 (SA), of PO Box 963 Kent Town South Australia 5067 (“Association”)

AND

The COMPANY specified in the Acceptance Deed executed by that Company in relation to the Authorised Licences (“Company”)

Yandruwandha/Yawarrawarra | Acceptance Contract Conditions (1659132)
BACKGROUND:

WHEREAS:

A. The Native Title Party claims native title in all of the Claimed Area 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 SAD 6022/98 for a determination of Native Title in respect of the Claimed Area.

B. Prior to signing the Framework ILUA, the Native Title Claim Group established the Association and has authorised the Association to manage the Native Title Claim and all matters relating to it on behalf of the Native Title Claim Group.

C. Prior to signing the Framework ILUA the Association (in conjunction with the Registered Native Title Claimants) consulted with the Native Title Claim Group and the Native Title Claim Group consented to and authorised the Registered Native Title Claimants to enter into the Executed Acceptance Contract on behalf of the Native Title Party.

D. The Association:

(a) entered into the Framework ILUA in performance of its functions of managing the Native Title Claim; and

(b) by signing the Framework ILUA confirmed that the Registered Native Title Claimants were authorised by the Native Title Claim Group to enter into the Executed Acceptance Contract on behalf of the Native Title Party.

E. The State:

(a) is the Crown in the right of South Australia; and

(b) is the first respondent to all native title determination applications in South Australia.
F. Pursuant to the Framework ILUA the Parties:

(a) consent to the grant of Authorised Licences;

(b) consent to the carrying out of exploratory and production operations and activities under those Authorised Licences; and

(c) agree that the Right to Negotiate Procedure does not apply to the grant of Authorised Licences and the carrying out of any activities under them.

G. The Parties wish to set out in the Executed Acceptance Contract the provisions that apply to the grant of Authorised Licences and the carrying out of any activities under them.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. DEFINITIONS

In these Acceptance Contract Conditions 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);

‘Acceptance Deed’ means the deed forming part of the Framework ILUA at Schedule 1, Annexure B (as amended from time to time pursuant to the Framework ILUA) by which a Company may enter into the Framework ILUA;
‘Additional Licence’ means any:

(a) Preliminary Survey Licence;
(b) Pipeline Licence;
(c) Speculative Survey Licence;
(d) Associated Facilities Licence;
(e) Easement for pipeline purposes; or
(f) other authority able to be lawfully granted to a Company within the ILUA Area pursuant to the Petroleum Act, applied for, or granted to a Company in the ILUA Area where that Company is not the holder of a PEL or PPL authorised by the Framework ILUA;

‘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 a Party including any such laws relating to native title, mining, the environment, or Aboriginal heritage;

‘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);
‘Associated Facilities Licence’ means a licence authorising anything that is reasonably necessary for, or incidental to, carrying on Regulated Activities in the area of a PEL, PRL or PPL or in the vicinity of the area of a PEL, PRL or PPL;

‘Association’ means the body corporate representing the Native Title Party;

‘Authorised Licence’ means:
(a) in the case of a Company applying for a PEL or PPL in the ILUA Area, the PEL(s) or PPL(s) specified in the Acceptance Deed executed by that Company in order to enter into the Executed Acceptance Contract, and any Subsequent Licence granted to that Company; and
(b) in the case of a Company not holding a PEL or PPL authorised by the Framework ILUA, the Additional Licence(s) specified in the Acceptance Deed executed by that Company in order to enter into the Executed Acceptance Contract;

‘Budget’ means a financial plan agreed for the conduct of a Clearance in accordance with clause 18;

‘Claimed Area’ means the area of land and any waters the subject of the Native Title Application;

‘Clearance’ means the agreed procedure for the inspection
and clearance of land as described in clauses 14, 15 and 17 and Annexure E;

‘Commencement Date’ means the date on which the Framework ILUA commences;

‘Commencement Day’ means the date upon which all of the following have occurred:
(a) the Company has duly completed and signed the Acceptance Deed; and
(b) the Company has provided a copy of the Acceptance Deed to the Minister; and
(c) the Company has notified the Association and the Native Title Claim Party that they have signed the Acceptance Deed by providing the Association and the Native Title Claim Group with an original or duplicate original of the Acceptance Deed;

‘Company’ means the party specified as the Company in the Executed Acceptance Contract and includes any assignee or Transferee of the Company;

‘Consumer Price Index’ means the Consumer Price Index (All Groups) for the City of Adelaide (CPI) as published by the Australian Bureau of Statistics;

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

‘Environment’ means all aspects of the surroundings, including the physical, biological, economic, cultural and
social aspects; and “Environmental” has a corresponding meaning;

‘Essential Term’ means those terms in clauses 10.3 and 14 of the Framework ILUA and clauses 7.1, 7.2, 7.3.1, 7.3.2, 8.1, 8.2, 8.4, 12, 13.7, 13.8, 14.6, 19.1 and 21.1, 21.3, 21.4;

‘Executed Acceptance Contract’ means the contract on the terms of these Acceptance Contract Conditions and the Acceptance Deed signed by the Company and formed between the Parties upon the Company complying with the provisions of clause 13 of the Framework ILUA;

‘Force Majeure’ means 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;

‘Framework ILUA Parties’ means the State, the Minister, the Native Title Parties, the Association, Aboriginal Legal Rights Movement Inc and South Australian Chamber of Mines and Energy Inc, being the parties to the Framework ILUA;
'ILUA Area' means the geographical area in relation to which the Framework ILUA applies, as specified in Schedule 2 of the Framework ILUA;

' Licence' means any licence able to be granted under the Petroleum Act as amended from time to time;

' Licence Area' means the total geographical area (of which the ILUA Area may form the whole or a portion) over which the Authorised Licences are operative;

'Maximum Administration Fee' means the maximum administration fee specified in clause 0 and fixed on the Commencement Day for the term of the PEL;

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

'Native Title' has the same meaning as in section 223 of the Native Title 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 Annexure A;

'Native Title Claim Group' means those persons described in Part 1 Schedule A of the Native Title Application (Annexure A) and has the same meaning as in the Native Title Act;
‘Native Title Party’ means the Native Title Claim Group and includes the Registered Native Title Applicant as described in Annexure A;

‘Operational Area’ means any part of the Licence Area upon which from time to time under the terms of these Acceptance Contract Conditions the Company proposes to carry out Petroleum Operations;

‘Parties’ means the parties to these Acceptance Contract Conditions and “Party” means one of them;

‘PEL’ means the petroleum exploration licence proposed to be granted to the Company in the ILUA Area 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, the storage of gas in
a place separate from its place of origin, 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, and any other activity that
could lawfully be carried out pursuant to the
Petroleum Act;

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>'Pipeline Licence'</td>
<td>means a licence issued under the Petroleum Act authorising the licensee to operate the transmission pipeline to which the licence relates;</td>
</tr>
<tr>
<td>“PPL”</td>
<td>means a petroleum production licence granted pursuant to the Petroleum Act;</td>
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<tr>
<td>'Preliminary Survey Licence'</td>
<td>means a licence issued under the Petroleum Act authorising the licensee to carry out a survey, environmental evaluation, or other form of assessment preparatory to the carrying out of regulated activities in the Licence Area;</td>
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<tr>
<td>'PRL'</td>
<td>means a petroleum retention licence granted pursuant to the Petroleum Act;</td>
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<tr>
<td>'Registered Native Title Body Corporate'</td>
<td>has the same meaning as given in the Native Title Act;</td>
</tr>
<tr>
<td>'Report'</td>
<td>means a written report about a Clearance provided by the Native Title Party to the</td>
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</table>
Company as described in clause 17;

‘Right to Negotiate’ means the right to negotiate set out in subdivision P of the Native Title Act;

‘Scouting Team’ means the persons referred to in clause 15;

‘Seismic Line Access Corridor’ means a corridor of up to 50 metres on each side of a proposed or existing seismic line or access road, or as otherwise agreed between the Company and the Association and which has been inspected and cleared in accordance with clauses 14, 15, and 17 and Annexure E;

‘Specialist’ means an anthropologist or archaeologist or both, as appropriate;

‘Speculative Survey Licence’ means a licence issued under the Petroleum Act authorising the licensee to carry out exploratory operations of the kind specified in the licence in the Licence Area;

‘Subsequent Licence’ means any:
(a) PPL (where not already authorised under this Framework ILUA);
(b) Associated Facilities Licence;
(c) PRL
(d) easement for pipeline purposes;
(e) Preliminary Survey Licence;
(f) Speculative Survey Licence; or
(g) other authority able to be lawfully granted to a Company within the ILUA Area pursuant to the Petroleum Act,
applied for or granted to a Company where that Company is the holder of a PEL or PPL authorised by the Framework ILUA at the time of the Licence application;

‘Transfer’ means to sell, assign, transfer, convey or otherwise dispose of and ‘Transferee’ and ‘Transferred’ have corresponding meanings;

‘Work Programme’ means a detailed description of proposed work on an Operational Area by the Company;

‘Work Site’ means any camp site or other living area, air strip, water bore site, drill site or other location for Petroleum Operations activity in the Licence Area which the Company proposes pursuant to the terms of these Acceptance Contract Conditions to locate in an Operational Area and includes any other area in the Licence Area in which Company proposes to carry out Petroleum Operations.

2. **INTERPRETATION**

2.1 In these Acceptance Contract Conditions (including the Recitals and the annexures and appendices to it), unless the contrary intention appears:

2.1.1 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;

2.1.2 the singular includes the plural and vice versa;

2.1.3 a reference to a gender includes each other gender;
2.1.4 a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

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

2.1.6 a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule, annexure or appendix of or to these Acceptance Contract Conditions unless otherwise stated;

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

2.1.8 a reference to a Party to the Executed Acceptance Contract includes that Party's executors, administrators, substitutes, successors and assigns;

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

2.1.10 a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible form but specifically excludes communications by electronic mail;

2.1.11 a reference to dollars and $ is to Australian currency;

2.1.12 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;
2.1.13 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

2.1.14 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.

2.2 The meaning of general words will not be limited by reference to accompanying specific words.

2.3 If any Court or other competent authority declares, or if any statute or regulation renders, any part of these Acceptance Contract Conditions 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 these Acceptance Contract Conditions would, if that part were not omitted, be ineffective, void, voidable, illegal or unenforceable then:

2.3.1 that part shall be severable, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of these Acceptance Contract Conditions, and these Acceptance Contract Conditions shall be read and construed and take effect for all purposes as if that part were not contained herein; and

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

2.4 Any term or expression used in this Framework ILUA, which is defined in either the Petroleum Act or the Native Title Act, has the same meaning as in that legislation, except where otherwise defined.

2.5 In these Acceptance Contract Conditions, headings are for convenience of reference and do not affect the interpretation of these Acceptance Contract Conditions.

2.6 Any schedules, annexures and appendices form part of these Acceptance Contract Conditions.
3. **COMMENCEMENT AND TERM**

3.1 The Executed Acceptance Contract commences on the Commencement Day.

3.2 Subject to any provision of these Acceptance Contract Conditions, to the contrary, the Executed Acceptance Contract continues until the date upon which all Authorised Licences have terminated or expired or been surrendered or cancelled for whatever reason.

3.3 Subject to clauses 3.4 and 3.5, no Party is entitled to terminate the Executed Acceptance Contract in the event of a breach, but the Parties may avail themselves of all other remedies available at law.

3.4 If the Framework ILUA is removed from the Register (other than where the removal relates to the finalisation of the Native Title Claim by an approved determination of native title) then the Company may terminate the Executed Acceptance Contract.

3.5 If the Registrar amends the entry on the Register that relates to the Claimed Area and that amendment results in the exclusion of any area then the Company may terminate the Executed Acceptance Contract to the extent only that it applies to the excluded area.

3.6 No Party has any claim of whatever nature against any Party arising from or out of the termination of the Executed Acceptance Contract pursuant to clauses 3.4 or 3.5.

4. **NATIVE TITLE ACT AND CONSENT TO FUTURE ACTS**

4.1 The Parties record that under the Framework ILUA, subject to clause 13 of the Framework ILUA, the Framework ILUA Parties consent to the grant of each Authorised Licence and the carrying out of any activities under them.

4.2 The Parties acknowledge and agree that the Framework ILUA sets out the procedures for:

4.2.1 the grant of PELs and the carrying out of exploratory operations under them;
4.2.2 the grant of any Subsequent Licences and the carrying out of any activities under them; and

4.2.3 the grant of Additional Licences and the carrying out of any activities under them.

4.3 The Parties record that under the Framework ILUA the Parties agreed that the Right to Negotiate and activities under Subdivision K and M respectively of the NTA are not intended to apply to Authorised Licences and the carrying out of any activities under them.

4.4 The Parties acknowledge and agree that each Executed Acceptance Contract constitutes an agreement between the Native Title Party and the Company for the purposes of entry to and use of land pursuant to Part 10 of the Petroleum Act.

5. OTHER STATEMENTS

5.1 The Parties acknowledge and agree that the non-extinguishment principle applies to the grant of PELs, Subsequent Licences and Additional Licences, and the carrying out of any activities under them, where those licences are Authorised Licences.

5.2 The Parties acknowledge and agree that pursuant to section 24 EA(1)(b) of the Native Title Act, all persons holding Native Title in relation to any of the land and/or waters in the Claimed Area who are not members of the Native Title Claim Group:

5.2.1 are bound by the Framework ILUA; and

5.2.2 by recognition of being bound by the Framework ILUA, are also bound by the Executed Acceptance Contract in relation to the land and/or waters within the Claimed Area to which the Executed Acceptance Contract applies.

6. AUTHORITY TO ENTER INTO AGREEMENT

6.1 The Association and the Native Title Claim Group represent and warrant that:
6.1.1 the Registered Native Title Claimants were (as at the date of the execution of the Framework ILUA) the Registered Native Title Claimants in relation to land and/or waters in the Claimed Area and made the Native Title Claim on behalf of the Native Title Claim Group;

6.1.2 the Native Title Claim Group established the Association and authorised the Association to manage the Native Title Claim and all matters relating to the Native Title Claim on behalf of the Native Title Party;

6.1.3 prior to signing the Framework ILUA the Association (in conjunction with the Registered Native Title Claimants) consulted with the Native Title Claim Group and the Native Title Claim Group consented to and authorised the Registered Native Title Claimants to enter into the Executed Acceptance Contract on behalf of the Native Title Party; and

6.1.4 the Association by signing the Framework ILUA confirmed that the Registered Native Title Claimants were authorised by the Native Title Claim Group to enter into the Executed Acceptance Contract on behalf of the Native Title Party.

6.2 If an approved determination of Native Title is made in respect of the whole or any part of the Claimed Area and a Registered Native Title Body Corporate is determined to hold the rights and interests from time to time comprising the Native Title in trust for the Native Title Holders:

6.2.1 the Association and the Native Title Claim Group must use their best endeavours to ensure that the Registered Native Title Body Corporate becomes a Party to the Executed Acceptance Contract in the place of both the Native Title Party and the Association in relation to the whole or relevant part of the Claimed Area and assumes the rights and obligations of the Native Title Party and the Association under the Executed Acceptance Contract in relation to the whole or part of the Claimed Area; and

6.2.2 the Parties (other than the Association and the Native Title Claim Group) to the Executed Acceptance Contract consent to the Registered Native Title Body Corporate becoming a Party to the Executed Acceptance
7. **CONSIDERATION**

7.1 **Acceptance Fee**

7.1.1 **Amount Payable**

In consideration of the Native Title Party agreeing to enter into the Executed Acceptance Contract the Company must pay to the Association:

(a) where the Native Title Party is authorising a PEL, sixty thousand dollars ($60,000) for each PEL;

(b) where the Native Title Party is authorising an Additional Licence(s) or PPL(s) in circumstances where the Company has not already entered into an Executed Acceptance Contract in respect of a PEL or PPL authorised by this ILUA, five hundred dollars ($500) for each Additional Licence or PPL (which is not a Subsequent Licence);

within seven (7) days of receipt of a tax invoice from the Association for the Acceptance Fee for such PEL, Additional Licence or PPL granted.

7.1.2 **Rateable Payment where Licence Area not entirely within Claimed Area**

Where a Licence Area is not entirely located within the Claimed Area each amount payable under clause 7.1.1 shall be calculated rateably in like proportion as the Claimed Area within the boundary of the Licence Area bears to the Licence Area.

7.1.3 **Escalation/CPI**

The Acceptance Fee provided for in clause 7.1.1 will increase annually on the anniversary of the Commencement Date in accordance with the Consumer Price Index (CPI).

7.2 **Administration Fee**

7.2.1 **Annual Payment**

For better facilitating the administration of this Executed Acceptance Contract the Company will pay to the Association an annual
administration fee which obligation shall commence upon the grant of a PEL within the Claimed Area.

7.2.2 Payment Amount

Subject to clauses 7.2.4 & 7.2.5, the administration payments will be apportioned as follows:

(a) where a Company holds a PEL that is renewable for one (1) further term only, the annual administration fee payable for each PEL will be:
   (i) twelve percent (12%) of the Maximum Administration Fee for each year of the first five (5) year term; and
   (ii) and eight percent (8%) of the Maximum Administration Fee for each year of the second five (5) year term.

(b) where a Company holds a PEL that is renewable for two (2) further terms the annual administration fee payable for each PEL will be:
   (i) twelve percent (12%) of the Maximum Administration Fee for each year of the first five (5) year term; and
   (ii) four percent (4%) of the Maximum Administration Fee for each year of the second and third five (5) year terms.

7.2.3 Suspension of Licence

If a licence is suspended pursuant to section 90 of the Petroleum Act:

(a) the State will give notice of the suspension to the Native Title Party by providing them with a duplicate copy of the notice of suspension at the same time such notice is provided to the Company; and

(b) the anniversary date on which the annual payment would normally fall due will be extended by the term of the suspension.
7.2.4 **Maximum Administration Fee**

(a) On the Commencement Date the maximum administration fee amount per PEL will be one hundred and twenty five thousand dollars ($125,000).

(b) On the first anniversary of the ILUA, and each anniversary thereafter, the maximum administration fee will increase annually in line with CPI.

7.2.5 **Timing and manner of Payment**

(a) The first payment shall be made within seven (7) days of receipt of a tax invoice from the Association upon the grant of the PEL(s) to the Company.

(b) Subject to clauses 7.2.3 and 7.2.6, thereafter each annual payment shall be made within seven (7) days following the anniversary of the date of grant of the PEL(s).

(c) Where a Licence Area is not entirely located within the Claimed Area each amount payable under this clause shall be calculated rateably in like proportion as the Claimed Area within the boundary of the Licence Area bears to the Licence Area.

(d) Should the proportion which the ILUA Area bears to the Licence Area change between the anniversary dates of the PEL, the amount payable according to this clause will be adjusted and paid, refunded or credited (as the case requires) within seven (7) days following the next anniversary of the date of grant of the PEL(s).

(e) Upon the expiry, surrender or relinquishment of the PEL(s) within the Claimed Area, the Company's obligation in respect of the payment of the Administration Fee pursuant to this clause 7.2 shall cease in relation to that PEL.
7.2.6  Notification of Anniversary Date of Administration Fee

(a) The Company must notify the Association in writing of the anniversary of the grant of the PEL(s) at least two (2) weeks prior to that date requesting that the Association provide a tax invoice in respect of payment of the Administration Fee.

(b) The Company is not obliged to make any payment pursuant to clause 7.2.5(b) until it receives a tax invoice from the Association for the Administration Fee.

7.3  GST

7.3.1  Amount Payable

Subject to clause 7.3.2, the Company must pay GST on both the Acceptance Fee and Administration Fee.

7.3.2  Association to provide Company with Tax Invoice

The Company must pay to the Association an amount equal to the GST on the Acceptance Fee and Administration Fee, provided that the Association has first issued to the Company a tax invoice. Payment is to be made by the Company within 7 days of receipt of the tax invoice by the Association.

7.3.3  Request for Tax Invoice

For the purposes of the GST Act, the Company shall be regarded as having requested a tax invoice from the Association in respect of any Acceptance Fee or Administration Fee payable.

7.3.4  Adjustment Event

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

7.3.5 **Adjustment Note**

The Association will issue to the Company an adjustment note in respect of a supply that is subject to an adjustment event covered by clause 7.3.4. 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.

7.3.6 **Disputes**

Any disputes between the Parties in relation to the operation or interpretation of this clause shall be dealt with in accordance with clause 29 of these Acceptance Contract Conditions.

7.3.7 **Required Changes**

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.

7.3.8 **Interpretation**

In this clause 7.3:

(a) **adjustment event** means an adjustment event for the purposes of the GST Act and includes any matter or thing that arises out of any error, any decision of a court in relation to the GST Act or a related Act, any ruling issued by the Commissioner of Taxation, any audit of the tax affairs of the Association or of the Company or the
settlement of any dispute (including a dispute with the Commissioner of Taxation);

(b) adjustment note 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;

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

7.4 Acknowledgement

The Association and the Native Title Claim Group acknowledge and agree that, pursuant to clause 7.5:

7.4.1 any amounts payable and any benefits provided under the Executed Acceptance Contract and the Framework ILUA to the Native Title Party or any agent on its behalf:

(a) are in full and final satisfaction of any compensation entitlement of the Native Title Party (in relation to the future acts authorised by this Framework ILUA); and

(b) for the purposes of section 24EB of the Native Title Act, are compensation provided for by the Framework ILUA; and
7.4.2 the Native Title Party do not have any compensation entitlement other than for the amounts payable and benefits provided under the Executed Acceptance Contract and the Framework ILUA.

7.5 Exception

The provisions of clause 7.4 do not apply to any compensation entitlement of the Native Title Party against another Party to the Executed Acceptance Contract or any Framework ILUA Party arising by reason of any breach of the Executed Acceptance Contract by that Party or the Framework ILUA by that Framework ILUA Party respectively.

7.6 Sharing

The Association and the Native Title Claim Group agree that the amounts payable and the benefits provided under the Executed Acceptance Contract and the Framework ILUA to the Native Title Party or to any agent on their behalf are held on behalf of all members of the Native Title Claim Group and all persons (if any) who hold Native Title in relation to the whole or any portion of the Licence Area.

7.7 Application Survival

The provisions of clauses 7.4, 7.5 and 7.6 survive the removal of the details of the Framework ILUA from the Register for whatever reason and remain in those circumstances binding on:

7.7.1 all persons bound by the Framework ILUA and the Executed Acceptance Contract; and

7.7.2 all persons entitled to any of the benefits under the Framework ILUA.

8. FURTHER CONSIDERATION

8.1 The Company agrees by its consent in the Acceptance Deed:

8.1.1 to pay from time to time to the Native Title Party (or, after a determination of native title, the determined native title holders) in further consideration for entering into this Executed Acceptance
Contract an amount calculated from time to time in accordance with the terms set out in Annexure C.

8.1.2 to pay to the State in cleared funds the amounts calculated and becoming payable from time to time in accordance with Annexure C.

8.2 Subject to clause 8.6, the Native Title Party hereby requests and directs the:

8.2.1 Company to pay the State monies payable to the Native Title Party pursuant to clause 8.1 and the Company agrees to do so; and

8.2.2 State to pay to the Native Title Party from time to time the monies received by the State from the Company in accordance with clause 8.2.1 and the State agrees to do so.

8.3 Payments made by the Company to the State pursuant to clause 8.2.1 will be in full and final satisfaction and discharge of the Company’s obligation under clause 8.1.

8.4 Within a reasonable time of receipt by the State of cleared funds from the Company in the amount calculated in accordance with the terms set out in Annexure C, the State will, for and on behalf of the Company, distribute the amount payable by the Company to the Native Title Party pursuant to clause 8.1.

8.5 Each amount payable by the Company under this provision will be calculated and paid in accordance with this provision unless and until the State gives notice in accordance with clause 8.6.

8.6 In the event the method of calculation contained in the Petroleum Act at the Commencement Day is later changed so as to occasion a material disadvantage to the State:

8.6.1 the State may give six (6) calendar months notice in writing to the other Parties of its intention to withdraw from its responsibility to collect and distribute monies in accordance with this clause 8; and

8.6.2 the Minister agrees to consult with the other Parties in an endeavour to implement an alternative payment scheme acceptable to all the Parties to this Framework ILUA.
8.7 The written authority of the Native Title Party or of any person apparently duly authorised by the Native Title Claimants shall be a full and sufficient discharge to the Minister for any payments made pursuant to this clause 8.

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

8.9 Nothing in this clause is intended to impose on the State any fiduciary duty or a duty to invest any monies collected by the State for distribution to the Native Title Party. The liability of the State shall rest entirely in contract as evidenced by this Framework ILUA.

9. RECONNAISSANCE SURVEYS OF LICENCE AREA BY COMPANY

9.1 The Parties acknowledge that prior to the date of execution of the Executed Acceptance Contract the Company will have awaited the grant of a Licence and except as otherwise disclosed in writing by the Company, 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’).

9.2 Notwithstanding the provisions of the Executed Acceptance Contract relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order efficiently to carry out the purposes of these Acceptance Contract Conditions, it may be necessary for the Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the Parties agree that the provisions contained in clauses, 14, 15 and 17 and Annexure E hereof do not apply to Reconnaissance Surveys where:

9.2.1 the Company 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 13 hereof; or

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

10. **LAND ACCESS AND OCCUPATION**

   10.1 The Parties acknowledge the grant to the Company of a Licence in respect of the Licence Area authorises the Company, its contactors, subcontractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.

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

11. **IDENTIFICATION**

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

   11.2 The Company shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with clauses 14, 15 and 17 and Annexure E of the Accepted Exploration Contract and to comply with all conditions consistent with the Accepted Exploration Contract.

12. **PETROLEUM OPERATIONS**

   The Company shall at all times upon the Licence Area:

   12.1 comply with the provisions of the Petroleum Act and any Licence granted to the Company thereunder;

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

   12.3 conduct itself in accordance with good and accepted petroleum industry practice standards;
12.4 ensure that as far as is reasonably practical its Petroleum Operations cause minimum disturbance to the Licence Area; and

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

13. **NOTIFICATION OF OPERATIONS**

13.1 Subject to the provisions of clauses 14, 15 and 17 and Annexure E hereof, the Company 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 the Company’s proposed work programme, namely:

13.1.1 the proposed location of seismic lines and access roads;

13.1.2 the proposed approximate location of Work Sites;

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

13.1.4 the major items of equipment proposed to be used;

13.1.5 the location of any proposed earthworks for the disposal of any waste material arising out of Petroleum Operations;

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

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

13.1.8 any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.
13.2 Prior to the expiration of fourteen (14) days (or such other period as the Company and the Association agree) after the Company has requested a Clearance and provided the particulars of its proposed work programme in accordance with clause 13.1, the Company and the Association by their respective representatives and advisors, shall meet. The purpose of such meeting shall be:

13.2.1 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;

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

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

13.3 If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to clause 13.1 hereof, the Association may, prior to the proposed commencement of Petroleum Operations, request that the Company provide and the Company shall provide, reasonable further particulars of such proposed Petroleum Operations.

13.4 The Association may object to the proposed Petroleum Operations referred to in clause 13.1 provided:

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

13.4.2 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.

13.5 In the event that the Association has a specific objection to any part of the particulars of the proposed Petroleum Operations supplied by the Company under clause 13.1, or to any substantial change therein of which notice has been given under clause 13.8:
13.5.1 the Association shall refer such objection for resolution pursuant to clause 29 within fourteen (14) days of being supplied with such particulars or given such notice;

13.5.2 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 29;

13.5.3 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

13.5.4 if no such specific objection is raised within the said fourteen (14) day period by the Association, the Company may proceed on the basis that the particulars provided by the Company pursuant to this clause 13 constitute the details of the work programme for its Petroleum Operations.

13.6 Where the Association receives a request for Clearance pursuant to clause 13.1 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 an Executed Acceptance Contract by the Company or any other company or an agreement negotiated by the Native Title Party pursuant to its Right to Negotiate in relation to a Licence, the Association shall by notice in writing within two (2) weeks of the request notify the Company that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of these Acceptance Contract Conditions and subject to any conditions applicable to that Clearance.

13.7 There can be no material modification or alteration of any part of a work programme without the written consent of the Association. For this purpose, ‘material modification or alteration’ means a modification or alteration:

13.7.1 of any Operational Area other than a reduction in the size of that area; or
13.7.2 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.

13.8 The Company shall give notice to the Association if the Company at any time proposes to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance, the Company, the Association and the Native Title party shall proceed in accordance with clause 17.7.

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

13.9.1 pursuant to clause 13.1, and no Clearance is conducted within sixty eight (68) days (or such later time as the Company, the Association and the Native Title Party in writing agree); or

13.9.2 pursuant to clause 13.8 for the circumstances set out in clause 17.7.2, and no Clearance is conducted within fourteen (14) days (or such later time as the Company, the Association and the Native Title Party in writing agree); or

13.9.3 pursuant to clause 13.8 for the circumstances set out in clause 17.7.3, and no Clearance is conducted within two (2) days (or such later time as the Company, the Association and the Native Title Party in writing agree)

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

14. **INSPECTION AND CLEARANCE**

14.1 The Parties shall conduct all activities under this clause in accordance with Annexures E and F hereto.
14.2 The Company will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Company’s representative shall:

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

14.2.2 where possible, for relocating these where, upon advice from the Scouting Team, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and

14.2.3 have authority to agree any conditions with the Scouting Team so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to clause 17 hereof.

14.3 Unless requested by the Scouting Team, the Company representative will not accompany the Scouting Team into the field during the undertaking of the Clearance, but will remain contactable by telephone or by radio and remain at an agreed location and be available for consultation during the conduct of the Clearance.

14.4 The Scouting Team may exclude the Company’s representative from any discussions or field inspections that is regarded by them to be culturally sensitive.

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

14.5.1 any such alternative Operational Areas do not constitute a material modification or alteration to the work programme referred to in clause 13.8; and

14.5.2 in undertaking any clearance of alternative Operational Areas the Scouting Team is not required to remain in the field for any additional period of time beyond two (2) days, unless agreed otherwise.
14.6 Subject to the Aboriginal Heritage Act 1988 (South Australia) the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by the Association pursuant to the Executed Acceptance Contract in which case neither the Native Title Party nor the Association shall complain that Petroleum Operations conducted in accordance with clauses 13, 14, 15 and 17 hereof interfered with any Areas of Significance. The Company shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

14.7 The Company will:

14.7.1 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 14, 15 and 17 and Annexure E;

14.7.2 comply with the conditions of the Clearance (as referred to in clause 17 hereof); and

14.7.3 instruct its contractors, its employees, agent and visitors accordingly in relation to its obligations under clauses 14.7.1 and 14.7.2.

15. **SCOUTING TEAM**

15.1 At the cost of the Company in accordance with a Budget, the Native Title Party and the Association will, having regard to the:

15.1.1 working conditions under which the Clearance will be conducted; and

15.1.2 period of the Clearance

identify, and the Association will organise the members of a Scouting Team for the purposes of this clause 15 and Annexure E and will ensure that the Scouting Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed work programme in accordance with Annexure E.
15.2 Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Scouting Team shall be to:

15.2.1 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;

15.2.2 give advance warning to the Company’s representative nominated to assist the Scouting Team to enable the Company’s representative to relocate parts of seismic lines, access roads or Work sites or any other activities described in the work programme, in order to avoid and protect Areas of Significance;

15.2.3 show reasonable diligence in preparing for and carrying out such work while the Company meets its obligations pursuant to the Executed Acceptance Contract; and

15.2.4 make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Company’s Petroleum Operations.

15.3 Scouting Team Composition

The Scouting Team will comprise:

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

15.3.2 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.
15.3.3 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 the Company about the number of persons to be included in a Scouting Team not later than the start of negotiations for setting a budget in accordance with clause 18.

16. **AERIAL SURVEYS**

The Parties acknowledge and agree that the Company may conduct airborne survey activities and that the provisions contained in clauses 13, 14 and 15 and Annexure E do not apply to those airborne survey activities.

17. **REPORTS**

17.1 The Association must promptly notify the Company upon completion of a Clearance and as soon as practicable but no later than fourteen (14) days after the completion of the Clearance, the Native Title Party and the Association must provide a Report (through a Specialist) to the Company.

17.2 The Report must:

17.2.1 identify those parts of the Operational Area which are given Clearance by the Native Title Party or denied Clearance by the Native Title Party;

17.2.2 identify any alternative Operational Areas for which Clearance is given in accordance with the requirements set out in clauses 14.5 and 15.2.2;

17.2.3 describe any conditions on which the Native Title Party has provided the clearance so as to minimise the impact of Petroleum Operations to Areas of Significance; and

17.2.4 be signed by the Specialists.
17.3 Provided the circumstances require, the Association and the Native Title Party must, upon request by the Company, provide an interim report to the Company within seven (7) days from completion of the Clearance which interim report shall comply with clause 17.2. Where an interim report is provided pursuant to this clause 17.3, the timeline within which the Association and the Native Title Party must provide a Report pursuant to clause 17.1 shall be extended to no later than fourteen (14) days from the date of the interim report.

17.4 Nothing in these Acceptance Contract Conditions compels the Native Title Party nor any member of the Scouting Team or the Association to disclose to the Company or to the Company’s representative the location of Areas of Significance, or any Cultural Confidences whatsoever with respect to the Licence Area.

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

17.6 In the event that the Scouting Team determines it is necessary to deviate any proposed seismic line or access road, such deviation shall be made as small as possible and any deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site shall be minimised so far as possible.

17.7 In the event that the Company has obtained a Clearance pursuant to these Acceptance Contract Conditions and subsequent events cause the Company to require any material modification or alteration (as defined in clause 13.7) 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:
17.7.1 the Company shall notify the Association as soon as practicable and request that the Scouting Team inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of these Acceptance Contract Conditions;

17.7.2 in such cases (other than circumstances set out in clause 17.7.3) the Native Title Party and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Company in writing of its consent to such material modification or alteration or ensuring the commencement by a Scouting Team of the inspection for Clearance of those areas as requested by the Company; and

17.7.3 in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by the Company in accordance with clause 17.7.1 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

18. **BUDGETS AND PAYMENT BY COMPANY FOR CLEARANCE WORK**

18.1 **Budget Estimate**

The Association must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to clause 13.1 submit to the Company a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Company and the Association to negotiate and agree a Budget.

18.2 **Form of Budget**

Budgets must be proposed in substantially the form set out in Annexure G and be negotiated, agreed and adopted by the Company and the Association in writing within seven (7) days of the Association providing a proposed Budget to Company.
18.3 **Disagreement over Budget**

If the Association and the Company are unable to agree on a budget within seven (7) days of the Association providing a budget to the Company then the provisions of clause 29 shall apply.

18.4 **Payment of Budget**

Subject to clause 18.7, the Company will make payments in accordance with the agreed Budget, to the Association in three separate instalments as follows:

18.4.1 forty five per cent (45%) seven (7) days prior to the mobilisation of the Scouting Team; and

18.4.2 thirty per cent (30%) at the end of field inspection for the Clearance; and

18.4.3 twenty five per cent (25%) or the balance thereof following receipt of the Report and an invoice of all expenditure.

18.5 **Company to pay reasonable costs of Work Area Clearance**

The Company must pay all reasonable costs, fees, disbursements and expenses incurred by the Association in carrying out a Clearance, in accordance with a Budget and subject to any agreement in writing to the contrary between the Company and the Association. In particular, the Company will pay the Association in accordance with an agreed Budget (and in accordance with clause 18.4) for the Association’s reasonable costs for, inter alia:

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

18.5.2 provision of suitable camping facilities and food and a camp cook for the Scouting Team;

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

18.5.4 vehicle insurance, fuel and costs of any necessary and unavoidable repair required; and
18.5.5 administration costs associated with the implementation of the Clearance,
in accordance with the Budget.

18.6 Daily Rate for Scouting Team

The daily rate payable by the Company for each Scouting Team member (excluding the Specialist) will be three hundred and fifty dollars ($350) per day (plus GST), increasing annually on the Commencement Day in accordance with the wage cost index (Ordinary time hourly rates of pay excluding bonuses, for South Australia) published by the Australian Bureau of Statistics or its successors.

18.7 Additional Persons

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

18.8 Payments

All monies payable by the Company pursuant to a Budget shall be paid to either the Association or the Specialist (appointed pursuant to clause 15.3.1) or to any legal representative from time to time notified by the Association to the Company. A receipt from the Association or Specialist or such legal representative shall be a full and sufficient discharge to the Company for any payments so made.

18.9 No Contractual Relationship

The Parties acknowledge that no contractual relationship of any sort whatsoever as between the Company and any person employed or engaged by the Association to form part of any Scouting Team arises by virtue of the Executed Acceptance Contract, and that nothing contained in the Executed Acceptance Contract will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Company.
18.10  **Compliance with Laws**

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 any Executed Acceptance Contract.

18.11  **Indemnity**

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

18.12  **Nomination of existing facilities and equipment**

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

19.  **REMOVAL OF EMPLOYEES**

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

19.1.1  has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance; or
19.1.2 has negligently or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with clauses 14, 15 and 17 and Annexure E hereof except where there is no damage to the interests of the Native Title Party; or

19.1.3 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.

19.2 In the event of a dispute between the Association and the Company 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 29.

20. **INSTRUCTION IN ABORIGINAL CULTURE**

20.1 The Company will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by these Acceptance Contract Conditions to ensure those persons have an awareness and an understanding of:

20.1.1 Native Title;

20.1.2 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 the Acceptance Contract Conditions in relation to avoiding disturbance, damage and interference to any Area of Significance; and

20.1.3 any other matters of which those persons are required to be cognisant by these Acceptance Contract Conditions.

20.2 Appropriate education for the purposes of clause 20.1 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.

20.3 An archaeologist to be engaged for the purpose of carrying out the education functions specified in this clause 20 shall be nominated by the
Company with the concurrence of the Association (which concurrence shall not be unreasonably withheld).

20.4 The Company 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.

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

20.6 The Company 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.

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

21. **COMPANY COVENANTS**

The Company covenants with the Native Title Party that:

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

21.1.1 keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;

21.1.2 take all precautions to reduce fire risk on the Licence Area; and

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

21.2 Where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Claim Group, the Association and persons accompanying them, relevant:
21.2.1 driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and

21.2.2 induction procedures to meet all necessary workplace health and safety requirements

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

21.3 If, at any time in the course of carrying out Petroleum Operations the Company or any person acting on behalf of the Company (despite a Clearance) identifies any burial site or any archaeological or historical site or object, or any site or object which the Company or any person acting on behalf of the Company 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) the Company will promptly report the location of such site or object to the Association.

21.4 Where clause 21.3 applies, the location of the site or object will be treated by the Company as though no Clearance in relation to it had previously been given and any relevant object will be left in situ without being moved or interfered with pending further Clearance in accordance with these Acceptance Contract Conditions.

22. **THE NATIVE TITLE PARTY COVENANTS**

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

22.1 not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with the Executed Acceptance Contract;

22.2 not lodge or make any objection to any grant to the Company pursuant to the Petroleum Act unless the Company has failed to comply with any Essential Term; and

22.3 actively support the Company’s efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions
thereof) as are or will be necessary to support the interests of the Company in furthering any 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;

22.4 Ensure that where the Company provides the items mentioned in clause 21.2 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 the Company’s reasonable safety requirements.

22.5 Refrain from doing any act which would impede, hinder or prevent the Company from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Framework ILUA and the Executed Acceptance Contract; and

22.6 In the course of performing their obligations pursuant to the Executed Acceptance Contract observe all Applicable Law.

23. **RIGHTS OF THE NATIVE TITLE PARTY**

23.1 The Company 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:

23.1.1 to move freely throughout Operational Areas including all roads thereon; and

23.1.2 to pursue customary and traditional activities in Operational Areas.

23.2 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.
23.3 The use of roads in accordance with this clause 23 shall be subject to reasonable control by the Company for the purpose of safety and to priority of use by the Company for the purpose of Petroleum Operations without the Company undertaking any liability for such use.

23.4 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 any of the Acceptance Contract Conditions save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of the Company in accordance with clause 15.3.1.

24. **REVERSION OF INFRASTRUCTURE**

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

25. **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, the Company may wish to apply for further or other Licences under the Petroleum Act in respect of the whole or any part of the Licence Area. In the event of Company so applying, and any further or other Licence being granted by the Minister, the provisions of the Executed Acceptance Contract shall apply mutatis mutandis in relation to the conduct of petroleum Operations on the further or other Licence so granted.
26. **FORCE MAJEURE**

26.1 In the event that any Party becomes wholly or partly unable because of Force Majeure to perform any of its obligations under the Executed Acceptance Contract, then the Executed Acceptance Contract 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:

26.1.1 the cause of the Force Majeure as far as possible shall be remedied with all reasonable dispatch by such Party; and

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

26.2 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.

27. **ASSIGNMENT**

27.1 The Company may Transfer the whole or any part of its interest, rights or obligations under the Executed Acceptance Contract to a Transferee of any interest in a Licence provided:

27.1.1 such Transferee is approved by the Minister for the purposes of the Transfer of the interest in the Licence; and

27.1.2 the proposed Transferee executes in favour of the Native Title Party and the Association a deed of assumption undertaking to observe and comply with the obligations of the Company under the Executed Acceptance Contract which are commensurate with the rights Transferred to it by the Company.
27.2 Any assignment pursuant to clause 27.1 releases the Company from its obligations under the Executed Acceptance Contract in relation to the relevant Authorised Licences with effect from the date of that assignment and Transfer but without prejudice to the accrued rights and remedies of the Parties for any antecedent breach of the Executed Acceptance Contract.

28. CONFIDENTIAL INFORMATION

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

28.2 The Native Title Party and the Association agree to keep confidential all aspects of the Company’s activities pertaining to any Licence of which it becomes aware.

28.3 The Parties acknowledge that the registered Framework ILUA will be available for public scrutiny on the Primary Industries and Resources South Australia (PIRSA) website and will be available to be downloaded by the public.

29. DISPUTE RESOLUTION

29.1 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.

29.2 Priority of Procedures

Unless otherwise provided in the Executed Acceptance Contract, if a dispute arises between the Parties concerning the Executed Acceptance Contract 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.
29.3 **Notice of Dispute**

Any Party claiming that a dispute has arisen under the Executed Acceptance Contract between the Company and either or both of the Native Title Party and the Association (‘Complainant’) must give written notice (‘Notice of Dispute’) to the other Parties (‘Respondent’). The notice must adequately identify and provide details of the dispute and refer to any documentary evidence of the matters claimed in the dispute and designate a senior representative of the Complainant who has the authority to negotiate and settle the dispute.

29.4 **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.

29.5 **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 clause 29.4 investigate, negotiate and endeavour to settle the dispute.

29.6 **Mediation**

29.6.1 If, within one (1) month of the date of the Notice of Dispute, the Parties are either unable to resolve the dispute or no meeting has been held, the Parties must mediate the dispute in accordance with the guidelines set out in Annexure H hereto, or as otherwise agreed by the Parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen (14) days, the mediator shall be appointed by the President of the Law Society of South Australia for the time being.
29.6.2 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 the Executed Acceptance Contract:

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

(b) the statutory rights, obligations and commercial imperatives of the Company,

and shall take account of the fact that the Executed Acceptance Contract constitutes a cross-cultural commercial agreement.

29.6.3 The mediator, in conducting the mediation shall have regard to:

(a) the Parties’ intentions in the Executed Acceptance Contract for the preservation and protection of the Aboriginal tradition of the Native Title Party; and

(b) the statutory rights, obligations and commercial imperatives of the Company.

29.6.4 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.

29.6.5 Any date or period of time referred to in this clause may be varied or amended by agreement between the Parties.

29.6.6 None of the Parties may commence court proceedings or arbitration concerning the Executed Acceptance Contract unless it has first complied with the dispute resolution provisions contained in this clause. The Parties agree that the Executed Acceptance Contract 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.
29.6.7 In any case, each Party shall bear its own costs for the mediation.

29.7 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.

30. CESSATION OF ACTIVITIES

30.1 The Company shall notify the Association one month prior to the surrender of any Authorised Licence in respect of the Licence Area pursuant to the Petroleum Act.

30.2 A surrender under the preceding paragraph of this clause is effective on and from the time when the Authorised Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.

30.3 The Company shall cease Petroleum Operations immediately if its Authorised Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.

30.4 Upon the surrender, withdrawal, revocation or cancellation of the Company’s Authorised Licence in respect of the Licence Area:

30.4.1 The Company shall pay to the Association any and all monies then payable or accrued which are due to the Association pursuant to the Executed Acceptance Contract; and

30.4.2 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 the Executed Acceptance Contract.

30.5 Nothing in the Executed Acceptance Contract shall be construed as imposing an obligation on the Company to carry out or complete any Petroleum Operations.

31. **EMPLOYMENT OPPORTUNITIES**

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

32. **GENERAL**

32.1 **Entire Agreement**

The Executed Acceptance Contract contains the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings between the Parties in connection with it.

32.2 **Amendment**

No amendment or variation of the Executed Acceptance Contract:

32.2.1 is valid or binding on a Party unless made in writing and executed by all the Parties to it; or

32.2.2 may be made if the amendment or variation is inconsistent with any of the provisions of the Framework ILUA (excluding, for this purpose all schedules, annexures and appendixes to it).

32.3 **Severability**

Each word, phrase, sentence, paragraph and clause (a *provision*) of the Executed Acceptance Contract is severable if a court determines that a provision is unenforceable, illegal or void the court may sever that Provision which becomes inoperative and such severance will not affect the other Provisions of the Executed Acceptance Contract.

32.4 **Minister’s Discretion**

Nothing in the Executed Acceptance Contract fetters the discretion of any Minister of the Crown in the right of South Australia.
32.5 **Further Assurances**

Each Party agrees to do all things and sign all documents necessary or desirable to give full effect to the provisions of the Executed Acceptance Contract and the transactions contemplated by it.
ANNEXURE A

NATIVE TITLE APPLICATION AND MAP OF CLAIM AREA
Application Information and
Extract from the Register of Native Title Claims

Application Information

Application numbers: Federal Court number: SAD6024/98
NNIT number: SC98/1

Application name: Yandruwandha/Yawarrwarrka Native Title Claim

Registration history: Registered from 08/01/1998.

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

Application lodged with: National Native Title Tribunal

Date application lodged: 08/01/1998

Date claim entered on Register: 08/01/1998

Applicants: Mr Charlie Moore, Mr Fredrick Brown, Name Withheld for Cultural
Reasons, Mr Leslie Harris, Mr Aaron Paterson, Ms Anita Paterson,
Ms Fay Nicholls, Ms Theresa Bottrell

Address for service: Michael Steele
Hunt & Hunt
12th Floor
26 Flinders Street
ADELAIDE SA 5000
Phone: (08) 8414 3333
Fax: (08) 8211 7362

Area covered by the claim:
The external boundaries of the area of land and waters covered by the claim are described in attached
documents:
A) a map showing the external boundaries of the area covered by the claim, marked as Attachment C
B) a technical description of the external boundary, marked as Attachment C1.

This Extract last updated: 15/09/2005 15:57
1. The Yandruwandha/Yawarrawarrka native title claim area is in relation to all land and inland waters identified by the mid point of the blue line on the map (attachment C) showing the geographical boundaries of the claim area subject to:

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

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

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

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

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

The areas within the external boundaries that are not covered by the application are as follows:

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

In particular the following are excluded:

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

Grants or vestings which are previous exclusion possession acts or valid Category A intermediate period acts (as defined in section 23R and section 23A of the NTA) attributable to the Commonwealth and such grants or vestings which are attributable to the State where the State has made provision as mentioned in section 23E and section 22F of the Native Title Act.
It is not intended that exclusive rights and interests are claimed in relation to areas subject to valid previous non-exclusive possession acts, as defined by s. 23F of the Native Title Act 1993.

**Persons claiming to hold native title:**

The Yandruwandha/Yawarrarawrka Native Title claim group comprises those people who hold in common the body of traditional law and culture governing the area that is the subject of the claim being:

1. People who are related by means of the principle of descent to the following Yandruwandha/Yawarrarawrka apical ancestors:
   1.1 Annie (born at Cordillo Downs) who is the mother of Archie Guttie;
   1.2 Maggie, who is the mother of Annie King;
   1.3 Tiniwa Clara, mother of Frank Booth and Alice Miller (nee Booth);
   1.4 The parents of Punbili Bob Parker (Senior);
   1.5 Flash Ted Bikehandle and his wife Topsy;
   1.6 Kimi (born at Inamincka) and his wife;
   1.7 Maramunda Jack "The Ripper" Parker;
   1.8 The woman (born at Cordillo Downs) who is the mother of the sibling set - Mary Stafford (nee Moore), Jack Moore, Charlie Moore (Senior), and female twins whose names are unknown;
   1.9 The parents of Albert Moore;
   1.10 Brothers Walter Harrison and Dick Harrison;
   1.11 The parents of Lilly (whose married name is Parker) and her sister Kathlene (whose married name is George);
   1.12 Annie and her husband, who are the parents of Coongie Maggie (born at Coongie Lakes in South Australia);
   1.13 The parents of the sibling set - Billy Parker, Jessy Parker, Peter "Petekin" Parker, and Paddy Parker;
   1.14 Flash Tommy and his wife Sarah, who are the parents of the sibling set - Colin Flash, George Flash (also known as George Murray), Ted "Chippic" Flash and Albert "Bully" Flash. Sarah is also the mother of John Murray (also known as "Chunder" Williams) and Roger Murray;
   1.15 The parents of sibling set - Merty George and Merty Johnny and Merty Mick; and
   1.16 Larrikin Mick
2. The Yandruwandha/Yawarrarawrka principles of incorporation into the group according to traditional law and custom also include:
   2.1 Being of Aboriginal descent;
   2.2 Having a connection with the claim area in accordance with the traditional laws and customs of the Yandruwandha/Yawarrarawrka native title claim group following the principle of biological descent from their ancestors.
3. Yandruwandha/Yawarrarawrka principles of incorporation into the group also require:
   3.1 Being specifically of Yandruwandha or Yawarrarawrka biological descent or specifically of both Yandruwandha and Yawarrarawrka biological descent,
4. Where, despite the application of the principles set out in paragraphs 2 and 3 above, there remains any uncertainty as to whether a person can be identified as a Yandruwandha or Yawarrarawrka person:
   4.1 The applicants Jack Guttie (deceased) and Aaron Paterson have the authority to determine whether or not a person of Aboriginal descent has a connection to the Yandruwandha lands and waters in accordance with the Yandruwandha traditional laws and customs (see paragraph 2.1 and 2.2 above);
   4.2 Hector Harrison and his brothers Willie Harrison and Alfie Harrison have the authority to determine whether or not a person of Aboriginal descent has a connection to the Yawarrarawrka lands and waters in accordance with the Yawarrarawrka traditional laws and customs (see paragraphs 2.1 and 2.2 above);
4.3 The Yandruwandha/Yawarrawarrika native title claim group acknowledges the authority of Jack Guttie (deceased), Aaron Paterson, Hector Harrison, Willie Harrison and Alfie Harrison for the purposes set out in paragraphs 4.1 and 4.2 herein and assert that the principle of authority, based on traditional laws and customs, incorporates the potential transfer of the authority to appropriate persons in future generations.

5. The Yandruwandha/Yawarrawarrika native title claim group specifically excludes from membership any person who is a member of an overlapping claim, listed in Schedule H herein, whilst that claim continues to overlap the Yandruwandha/Yawarrawarrika native title claim.

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 09/07/2000:
The native title rights and interests claimed are subject to the effect of the rights validly granted by the Crown to others pursuant to statute to possess, occupy, use and enjoy all or part of the Yandruwandha/Yawarrawarrika land and waters.

In this Application no claim is being made on any native title rights and interests consisting of or including ownership of minerals, petroleum or gas wholly owned by the Crown.

1. The right to have access to, and reside on Yandruwandha/Yawarrawarrika land and waters.
2. The right to enjoy the resources of the Yandruwandha/Yawarrawarrika land and waters.
3. The right to control the access and conduct of others with respect to Yandruwandha/Yawarrawarrika land and waters.
4. The right to control the use and enjoyment of others of the resources arising from Yandruwandha/Yawarrawarrika land and waters.
5. The right to maintain and protect Yandruwandha/Yawarrawarrika land and waters, in particular, sites and areas of importance.
6. The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge of the Yandruwandha/Yawarrawarrika native title claim group.
7. The right to transmit knowledge and information concerning Yandruwandha/Yawarrawarrika land and waters and related customs and social practices to younger generations of Yandruwandha/Yawarrawarrika peoples who inherit this right.
8. The right to conduct and maintain mortuary practices according to Yandruwandha/Yawarrawarrika traditional laws and customs.
9. The right to conduct and maintain ceremonial practices according to Yandruwandha/Yawarrawarrika traditional laws and customs.
10. The right to trade in the resources of Yandruwandha/Yawarrawarrika land and waters (which include, but are not limited to birds, animals, plants, fish, marine animals, shellfish, timber, ochre, stone, minerals and subsurface minerals).
11. The right to inherit and bestow native title rights and interests.

Register attachments:

1. Map showing External Boundaries, Attachment C of the Application, 1 page - A3, Attached 03/06/1999.
2. Technical description of external boundary, Attachment C1 of the Application, 1 page - A4, Attached 03/06/1999.
Note: The Register may, in accordance with s 188 of the Native Title Act 1993, contain confidential information that will not appear on the Extract.
ANNEXURE B

ACCEPTANCE DEED
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ACCEPTANCE DEED
1. **Covenant to be Bound**

The Company enters into the Executed Acceptance Contract by duly completing and signing this Acceptance Deed in compliance with clause 13.2 of the Framework ILUA.

2. **When Effective**

The Executed Acceptance Contract comes into force and effect between the Company the Native Title Parties, the Association, the Minister and the State on the date upon which all of the following have occurred:

2.1 the Company has duty completed (by indicating in the relevant spot below which licence requires authorising) and signing this Acceptance Deed;

2.2 the Company has provided a copy of the duty completed and signed Acceptance Deed to the Minister; and

2.3 the Company has notified the Association and the Native Title Parties that the Company has duly completed and signed this Acceptance Deed by providing the Association and the Native Title Parties with an original or duplicate original of this Acceptance Deed.
3. **Benefit**

   This Acceptance Deed is made by the Company in favour, and for the benefit of, the Native Title Parties, the Association, the Minister and the State.

4. **Terms**

   Terms defined in the Framework ILUA bear their defined meanings when used in this Acceptance Deed.

5. **TYPE OF LICENCE TO BE AUTHORISED**

   The following PEL(s)*, PPL(s) or Additional Licence(s) are authorised by this Deed (Tick relevant box):
   
   PEL(s) ........................................................................................................................................ or
   
   PPL(s) ........................................................................................................................................

   or

   Additional Licence(s) - (insert description of type of licence and number if known)
   
   ........................................................................................................................................
   
   ........................................................................................................................................
   
   ........................................................................................................................................

* Once a Company has entered into an Executed Acceptance Contract in relation to a PEL or PPL any Subsequent Licence granted thereafter to the Company in the ILUA Area will automatically become an Authorised Licence

**EXECUTED AS A DEED**

Signed by

[Insert name of individual]

Witness
ANNEXURE C

PAYMENTS TO THE NATIVE TITLE PARTY PURSUANT TO CLAUSE 8 IN RESPECT OF REGULATED ACTIVITIES UNDER A PETROLEUM PRODUCTION LICENCE OR PEL

1. PRODUCTION PAYMENTS

1.1 The Company shall pay to the State and the State shall deposit into a trust account maintained by the State for the benefit of the Native Title Party (or after a determination of native title, the determined Native Title Holders) for the ILUA Area in respect of production of all Regulated Substances there from as a component of the consideration:

1.1.1 one percent (1%) of the value at the well head of Regulated Substances produced and sold; and

1.1.2 an additional amount calculated by multiplying the amount of the Payment made pursuant to clause 1.1.1 of this Annexure C by the Prevailing GST Rate.

1.2 To avoid doubt, payments made under clause 1.1.1 and 1.1.2 must be made at the same time and in the same manner, except where the Company is unable for any reason to issue a recipient created tax invoice in accordance with clause 3. In these circumstances the Company is required to pay monies in accordance with clause 1.1.1, but is not required to pay any monies pursuant to clause 1.1.2 until such time as the Native Title Party has given the Company a tax invoice sufficient to enable the Company to claim a full imput tax credit in respect of the taxable supply.
2. **CALCULATIONS TO FOLLOW PETROLEUM ACT**

Value at the well head of Regulated Substances produced and sold is to be calculated:

2.1 in the same way that ‘value at the well head of a Regulated Substance’ is calculated pursuant to section 43(6) of the Petroleum Act (as at the date hereof) where the sale price is bona fide and to an arms length purchaser; and

2.2 the Production Payment shall not be treated as a deduction or outgoing to any extent in calculating the value of the Regulated Substances.

Provided that the ‘Guidelines for Payment of Royalty and Provision of Information’ issued by the Department and Primary Industries and Resources of South Australia, from time to time (a copy of the current version of which is set out in Annexure D) shall be applied *mutandis mutandis* as if the reference to the royalty rate of ten percent (10%) was therein a reference to 1 percent (1%).

3. **RECIPIENT CREATED TAX INVOICE**

For the purposes of section 29-70(3) of A New Tax System (Goods and Services Tax) Act 1999, the Association (the supplier) and the Company (the recipient) agree that:

3.1 the recipient can issue tax invoices in respect of supplies made by the supplier to the recipient pursuant to clause 8 of the Acceptance Contract Conditions;

3.2 the supplier will not issue a tax invoice in respect of the supplies;

3.3 the supplier is registered for GST purposes as at the Commencement Day of the Executed Acceptance Contract and will notify the recipient if it ceases to be registered; and
3.4 the recipient is registered for GST purposes at the Commencement Day of the Executed Acceptance Contract and will notify the supplier if it ceases to be registered or if it ceases to comply with the requirements of GSTR 2000/10.

4. **INTERPRETATION**

4.1 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

4.2 a word or expression 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.
ANNEXURE D
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 a PPL or PEL pursuant to section 27 of the Petroleum Act where that regulated substance is produced and sold, other than a substance described in Section 43(3)(a) of the Petroleum Act 2000 ("The Act").

(2) Calculation of Royalty

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

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

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

(c) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer or some one or more of them in respect of operating costs related to treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser, including but not limited to the amount of any licence fees payable in respect of any production licence, associated facilities licence or pipeline licence, provided however that:

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

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

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

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

(A) in the calendar year 200.. – the sum of $............; or
(B) in all subsequent calendar years, the sum of $…………… increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) for the City of Adelaide (“CPI”) from the CPI in the calendar year 200... to the CPI in the relevant year shall not be deductible,

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

(3) Further provisions regarding calculation of Royalty

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

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

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

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

(B) any pipeline;

and

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

(b) **Non Producing Wells**

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

CLEARANCE PROCEDURES

1. The Association in consultation with the Native Title Party will provide a Scouting Team or Teams to undertake inspection and clearing of locations for Petroleum Operations within the Licence Area if and when the requirement arises in accordance with clause 13 of these Acceptance Contract Conditions.

2. The Association in consultation with the Native Title Party will ensure that if required, both a male and a female Specialist are available to join the Scouting Team depending on the part of the Licence Area under consideration at any given time and the Area or Areas of Significance that may be therein.

3. A Specialist (engaged according to paragraph 15.3.1 of these Acceptance Contract Conditions) will co-ordinate the Scouting Team provided for in clause 15 of these Acceptance Contract Conditions and will be responsible for conveying the results of the Scouting Team’s inspections and assessments for Clearance of the Company’s proposed Petroleum Operations under the terms of the Executed Acceptance Contract.

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

5. The Association will arrange suitable camping facilities for the Scouting Team.
6. The Association in consultation with the Native Title Party will ensure that persons who are members of the Native Title Party (but in any event not exceeding the number of persons agreed with the Company) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.

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

8. If the Association uses a private vehicle for the purposes of a Clearance then the Association shall be reimbursed for that use at a rate equivalent to the reasonable hire rate in that region for such a vehicle.

9. The owner or the hirer of any vehicle used for the purposes of a Clearance must ensure that the vehicle is registered and comprehensively insured and equipped with sufficient spare parts for the duration of the Clearance task.

10. 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 the Company upon request.
11. The Company will reimburse the Association in accordance with an agreed plan and Budget for the Association’s reasonable costs for:
(a) engaging the services of the persons comprising the Scouting Team
(b) providing camping facilities and food to the Scouting Team;
(c) providing sufficient and appropriate 4 wheel drive vehicles for use by the Scouting Team; and
(d) co-ordinating the Clearance
in accordance with a Budget.

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

13. The Company will pay to or reimburse the Association the cost of engaging the services of the Scouting Team, for each Specialist and for each of the agreed number of members of a Scouting Team at the respective rates negotiated and agreed during negotiation of a Budget for each day required for compliance with clauses 14, 15 and 16 and this Annexure E and for travel to and from his or her place of residence within Australia, and reasonable travel costs, all in accordance with a Budget.

14. The Company will allow a food allowance for each member of the Scouting Team at the rate of thirty five dollars ($35.00) per day, increasing annually in accordance with the Consumer Price Index, for each day spent undertaking the Clearance and each day spent travelling to and from the Licence Area for that purpose.

15. The Company will pay to the Association the reasonable cost of hire or re-imbursement of hire of four-wheel drive vehicles and the cost of fuel and vehicle insurance (if applicable), provided that the log book details are properly recorded in accordance with clause 10 of this Annexure E.
16. Where a Scouting Team member uses their own vehicle in accordance with clause 8 of this Annexure E, the Company will reimburse that Scouting Team member for fuel used for, or incidental to conducting a Clearance within seven (7) days of receiving a copy of the tax invoice evidencing purchase.
## ANNEXURE F

### 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>
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<tbody>
<tr>
<td>1</td>
<td>Company submits request and proposed work programme to Association</td>
<td>Company</td>
<td>Not applicable</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><em>(Clause 13.1)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Preliminary meeting</td>
<td>Company and Association</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td><em>(Clause 13.2)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Association arranges for:</td>
<td>Association</td>
<td>7</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>1. Anthropologist or other Specialist;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2. Scouting Team, and</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>3. Proposed Clearance plan and Budget and presents to Company</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Clause 15 and Clause 18.1)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Clearance Plan and Budget meeting. Plan and budget agreed</td>
<td>Company and Association</td>
<td>7</td>
<td>28</td>
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<tr>
<td></td>
<td><em>(Clause 18.2)</em></td>
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<td></td>
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<tr>
<td>5</td>
<td>Scouting Team and field logistics organised, and Work Area Clearance</td>
<td>Native Title Party and Association</td>
<td>12</td>
<td>40</td>
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<tr>
<td></td>
<td>Group mobilised to the field.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Clause 15.1)</em></td>
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<tr>
<td>6</td>
<td>Scouting Team completes field work and de-mobilises, notifies Company.</td>
<td>Native Title Party and Association</td>
<td>14</td>
<td>54</td>
</tr>
<tr>
<td></td>
<td><em>(Clause 17.1)</em></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Report delivered to Company</td>
<td>Association</td>
<td>14</td>
<td>68</td>
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<td></td>
<td><em>(Clause 17.1)</em></td>
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## ANNEXURE G

### BUDGET

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<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>
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<td>Work Area Clearance Group x</td>
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<td>Coordinator</td>
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1. **TOTAL PERSONNEL**

### Travel Costs

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<th>Item</th>
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<th>Quantity</th>
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<th>Survey Costs</th>
<th>NOTES</th>
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2. **TOTAL TRAVEL**

### Accommodation & Logistics

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<th>Quantity</th>
<th>Unit Rate$</th>
<th>Survey Costs</th>
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<td>Food</td>
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<td>Camping allowance</td>
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<td>Trailer hire</td>
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3. **TOTAL ACCOMMODATION & LOGISTICS**
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<td>satellite phone hire</td>
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<td>meetings &amp; confs</td>
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<td></td>
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<td>legal</td>
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4. **TOTAL ADMINISTRATION**

5. **SUB-TOTAL**

6. **Contingency**

7. **GST**

8. **GRAND TOTAL**
ANNEXURE H

GUIDELINES TO MEDIATION

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to clause 29.

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 No 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. **Authority to Settle**
   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 mediation unless required by law to make such disclosure.

8. **Privileged Material**
   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 document 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 such 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 the Executed Acceptance Contract. 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 the Executed Acceptance Contract.

13. **Costs**
    The Parties are separately liable to the mediator in equal proportions for the mediator’s fees.
SCHEDULE 2

ILUA Area
Schedule A: Description of the ILUA Area
Yandruwandha/Yawarrawarrikka Petroleum Conjunctive Indigenous Land Use Agreement (SI2006/018)

Description
The Agreement Area covers the same area as native title determination application SAD6024/89 Yandruwandha/Yawarrawarrikka Native Title Claim (SC98/1) as accepted for registration on 08 January 2006.

This area is described as commencing at point on the Queensland/South Australia border at Longitude 140.001237° East and extending easterly and southerly along that border to the intersection of the New South Wales/Queensland/South Australia borders (Cameron Corner); then generally south westerly and generally north westerly passing through the following coordinate points:

<table>
<thead>
<tr>
<th>Longitude (East)</th>
<th>Latitude (South)</th>
</tr>
</thead>
<tbody>
<tr>
<td>140.685661</td>
<td>29.123999</td>
</tr>
<tr>
<td>140.349077</td>
<td>29.238153</td>
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<tr>
<td>139.853065</td>
<td>29.418173</td>
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<tr>
<td>139.835683</td>
<td>29.428342</td>
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<td>139.832099</td>
<td>29.427543</td>
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<tr>
<td>139.805794</td>
<td>29.423167</td>
</tr>
<tr>
<td>138.774057</td>
<td>29.419447</td>
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</table>

Then north westerly to a south western boundary of Parcel A2008 on Plan D33310 (Sirzelecki Regional Reserve) at Longitude 139.738579° East; then generally north westerly along the southern boundaries of that parcel to Longitude 139.453985° East, then generally north easterly and generally northerly passing through the following coordinate points:

<table>
<thead>
<tr>
<th>Longitude (East)</th>
<th>Latitude (South)</th>
</tr>
</thead>
<tbody>
<tr>
<td>139.453985</td>
<td>29.208257</td>
</tr>
<tr>
<td>139.618635</td>
<td>29.125470</td>
</tr>
<tr>
<td>140.194980</td>
<td>28.108791</td>
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</table>

Then northerly to a south western boundary of Parcel B757 on Plan H831600 (Innaminacka Regional Reserve) at Longitude 140.185112° East, then generally north westerly, generally westerly and generally northerly along boundaries of that parcel to its western most north western corner; then generally westerly and generally north easterly passing through the following coordinate points back to the commencement point:

<table>
<thead>
<tr>
<th>Longitude (East)</th>
<th>Latitude (South)</th>
</tr>
</thead>
<tbody>
<tr>
<td>139.367244</td>
<td>26.953967</td>
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<tr>
<td>139.569764</td>
<td>26.693364</td>
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<tr>
<td>139.800759</td>
<td>26.315911</td>
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<tr>
<td>139.900728</td>
<td>25.147848</td>
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<td>140.001231</td>
<td>25.996533</td>
</tr>
<tr>
<td>140.001240</td>
<td>25.996533</td>
</tr>
</tbody>
</table>
Note

Data Reference and source
Agreement boundary data compiled by National Native Title Tribunal based on data sourced from the Dept of Environment and Heritage (SA) and Geoscience Australia.

- Conservation estate data sourced from Dept of Environment and Heritage, SA (2002)
- Localities data is © Commonwealth of Australia (Geoscience Australia) 2001.
- State borders data sourced from Geoscience Australia (1998)
- Native title determination application SAD6024/89 Yandruwandha/Yawarrawarinka Native Title Claim (SC38/1) as accepted for registration on 08 January 1998

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

Use of Coordinates
Where coordinates are used within the description to represent cadastral or topographical boundaries or the intersection with such, they are intended as a guide only. As an outcome to the custodians of cadastral and topographic data continuously recalculating the geographic position of their data based on improved survey and data maintenance procedures, it is not possible to accurately define such a position other than by detailed ground survey.

Prepared by Geospatial Services, National Native Title Tribunal (23 January 2007)
ACCEPTANCE DEED
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1. **Covenant to be Bound**

The Company enters into the Executed Acceptance Contract by duly completing and signing this Acceptance Deed in compliance with clause 13.2 of the Framework ILUA.

2. **When Effective**

The Executed Acceptance Contract comes into force and effect between the Company, the Native Title Parties, the Association, the Minister and the State on the date upon which all of the following have occurred:

2.1 the Company has duty completed (by indicating in the relevant spot below which licence requires authorising) and signing this Acceptance Deed;

2.2 the Company has provided a copy of the duty completed and signed Acceptance Deed to the Minister; and

2.3 the Company has notified the Association and the Native Title Parties that the Company has duly completed and signed this Acceptance Deed by providing the Association and the Native Title Parties with an original or duplicate original of this Acceptance Deed.

3. **Benefit**

This Acceptance Deed is made by the Company in favour, and for the benefit of, the Native Title Parties, the Association, the Minister and the State.

4. **Terms**

Terms defined in the Framework ILUA bear their defined meanings when used in this Acceptance Deed.
5. **TYPE OF LICENCE TO BE AUTHORISED**

The following PEL(s)*, PPL(s) or Additional Licence(s) are authorised by this Deed (Tick relevant box):

- ✓ PEL(s) .............................................................or
  - PPL(s) ............................................................

- or

  Additional Licence(s) - (insert description of type of licence and number if known)

- ................................................................................
- ................................................................................
- ................................................................................

* Once a Company has entered into an Executed Acceptance Contract in relation to a PEL or PPL any Subsequent Licence granted thereafter to the Company in the ILUA Area will automatically become an Authorised Licence

**EXECUTED AS A DEED**

Signed by
CHRISTOPHER WAY
Chief Executive Officer
Bridgeport (Cooper Basin) Pty Ltd

Chris Way

Witness

.................................................................

[Signature]

[Name]

[Role]
THE HONOURABLE TOM KOUTSANTONIS, MINISTER FOR MINERAL RESOURCES AND ENERGY

DIERI ABORIGINAL CORPORATION RNTBC

BRIDGEPORT (COOPER BASIN) PTY LTD ABN 32 163 123 304

PEL(A) 641

DEED PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993

MinterEllison

CAMATTALEMPENS
PTY LTD LAWYERS
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THIS DEED is made on 23 January 2017

PARTIES:

HONOURABLE TOM KOUTSANONIS, MINISTER FOR MINERAL RESOURCES AND ENERGY of State Administration Centre, 200 Victoria Square, Adelaide South Australia 5000 for and on behalf of the State of South Australia (the State)

BRIDGEPORT (COOPER BASIN) PTY LTD ABN 32 163 123 304 of Level 7, 111 Pacific Highway, North Sydney NSW 2060 (the Company)

DIERI ABORIGINAL CORPORATION RNTBC ICN 3890 c/- Camatta Lempens, Level 1, 345 King William Street, Adelaide, South Australia 5000 (the Corporation)

RECITALS

A. The Company is the applicant for the grant of a Petroleum Exploration Licence under the Petroleum Act in respect of Petroleum Exploration Licence Application number 641 (the PELA) in respect of the area described in Schedule 1 and seeks the issue of a Licence pursuant to the Petroleum Act.

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

C. The State has caused a Notice to be published pursuant to Subdivision P, Division 3 of Part 2 of the Native Title Act (Right to Negotiate Provisions) on 10 June 2015 advising of the State’s intention to grant a Licence in respect of the PELA pursuant to the Petroleum Act.

D. The Corporation has been appointed as the Registered Native Title Body Corporate for the common law holders of Native Title pursuant to Section 57(2h) of the Native Title Act 1993 (Cth) following a Consent Determination of Native Title made by the Honourable Justice Mansfield on the 1st of May 2012 at Marree Station in the matter of Edwards Landers, Rhonda Gepp-Kennedy, Name Withheld For Cultural Reasons, Sylvia Stuart, Irene Kemp And David Mungerannie on behalf of the Dieri Native Title Claim Group, Federal Court of Australia, South Australia District Registry No. SAD 6017 of 1998.

E. The Corporation enters into this Deed as agent for the common law holders of Native Title pursuant to Reg. 7 of the Native Title (Prescribed Body Corporate) Regulations 1999.

F. The Dieri have consulted with the Native Title Holders in accordance with the Native Title (Prescribed Bodies Corporate) Regulations 1999 and the latter have consented to and authorised the Dieri to enter into this Agreement.

G. SANTS is the Representative Aboriginal Body for the Determined Area, and prior to signing this Agreement SANTS has, as far as is practicable, ensured consultations have been held with and regard had to the interests of the Native Title Holders in relation to land or waters in the Determined Area as evidenced by the signed form substantially in the form appearing at Schedule 5 in compliance with Regulation 9 of the Native Title
(Prescribed Bodies Corporate) Regulations 1999.

H. The area of the Native Title Determination relates to or affects all or some portion of the PELA as more particularly identified on the map attached as Schedule 1.

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

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

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

L. Following negotiations in good faith between the parties, the Native Title Holders have consented to the grant of a Licence to the Company on the terms set out in this Deed.

IT IS AGREED:

1. INTERPRETATION

1.1 Interpretation

In this Deed, and in Recitals, Schedules and the Annexures to the Schedules, unless the contrary intention appears:

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

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

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

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

(e) Recitals, Schedules and the Annexures to the 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 permitted assigns;

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

(i) "Business Day" means:
   (i) for receiving a notice under clause 14, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is sent; and
   (ii) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in South Australia or Sydney, New South Wales, Australia;

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

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

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

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

(n) Monetary references are references to Australian currency;

(o) A provision must not be construed against a party only because that party prepared it;

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

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

(q) 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 the Schedules and the Annexures to the Schedules unless the context otherwise requires:

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;

Associated Activities Licence means a licence authorising anything that is reasonably necessary for, or incidental to, carrying on Regulated Activities in the area of a PEL, PRL or PPL;

Corporation means the Dieri Aboriginal Corporation RNTBC acting as agent for and on behalf of the Native Title Holders in this Deed;

Body Corporate means an Aboriginal Corporation incorporated pursuant to the Aboriginal Councils and Associations Act 1976 (Cth) or the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) or a Prescribed Body Corporate for the purposes of section 57(2) of the Native Title Act and which comprises the Native Title Holders;

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

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

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

Determined Land means the area of land and any waters the subject of the Native Title Determination as amended from time to time;
DSD means the Department of State Development of the government of South Australia which administers the Petroleum Act on behalf of the Minister, or such other office of the government of South Australia administering the Petroleum Act from time to time;

Essential Term means those terms in clauses 7.1, 8.1, 8.2, 8.3, 17.3, of this Deed and in clauses 7, 8.7, 8.8, 9.6, 13, 15.1(a), 15.1(c) and 15.1(d) of Schedule 3;

Licence means any licence able to be issued under the Petroleum Act from time to time;

Licence Application means an application for a Licence under the Petroleum Act including the exploration licence application for the area further described in Schedule 1;

Licence Area means that part of the land and any waters comprising part of the Determined Land and the subject of a Licence Application and subsequent to the grant of a 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 a part of the Licence Area;

Maximum Administration Fee means the maximum administration fee specified in clause 7.5;

Minister means the Minister responsible for the grant of a licence pursuant to the Petroleum Act;

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

Native Title Determination means the Determination of Native Title made in the Federal Court of Australia in Federal Court file number SAD 6017 of 1998 by consent of the parties thereto on 1 May 2012;

Native Title Holders means those Dieri People identified as the Native Title Holders in the Determination of Native Title made in the Federal Court of Australia in Federal Court file number SAD 6017 of 1998 by consent of the parties thereto on 1 May 2012;

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

Other Claimant Land means land, which at the date of this Deed is subject to a registered Native Title claim or Native Title Determination by a party other than the Native Title Holders and which land affects a Licence or any part of a Licence and Other Claimant means the relevant holder or applicant in respect of the Other Claimant Land;

PEL means a proposed petroleum exploration licence for the area described in Schedule 1 and applied for by the Company pursuant to the Petroleum Act, as granted, renewed, extended, substituted or varied from time to time;

Petroleum Act means the Petroleum and Geothermal Energy Act 2000 (SA);

PPL means a petroleum production licence granted pursuant to the Petroleum Act;
**Preliminary Survey Licence** means a licence issued under the *Petroleum Act* authorising the licensee to carry out a survey, environmental evaluation, or other form of assessment preparatory to the carrying out of Regulated Activities in a Licence Area;

**PRL** means a petroleum retention licence granted pursuant to the *Petroleum Act*;

**Project** means all operations proposed or which may be undertaken by the Company or its contractors relating or incidental to the activities conducted or authorised under a Licence including (where the context requires) any PRL or PPL emanating from a PEL granted in terms of this Deed and any Subsequent licence so authorised in so far as those operations are conducted on the Determined Land identified on the map attached at Schedule 1;

**Regulated Activity** has the same meaning as in the *Petroleum Act*; and

**Subsequent licence** means the grant within a Licence Area of any:

(a) PPL (that is not already authorised under this Deed);

(b) Associated Activities Licence;

(c) PRL;

(d) Easement for pipeline purposes;

(e) Preliminary Survey Licence;

(f) Speculative Survey Licence; or

(g) other authority able to be lawfully granted to the Company where the Company is the holder of a PEL or PPL authorised by this Deed at the time of the Licence Application, but excludes any authority authorising the geosequestration of carbon dioxide outside of normal petroleum operations or any activities associated with Geothermal energy.

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### 3. COMMENCEMENT AND TERM

3.1 This Deed commences on the Commencement Day.

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

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

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### 4. AUTHORITY TO ENTER INTO DEED

4.1 The Corporation represents and warrants that:
it has obtained all necessary authorisations required to be obtained by it to enter into this Deed and to act as agent for and on behalf of the Native Title Holders and to bind them to the terms and conditions of this Deed;

(b) this Deed is valid and binding and enforceable in accordance with its terms against it and the Native Title Holders, and

(c) all necessary actions have been taken in accordance with its constitution and by-laws to enter into this Deed.

5. THE LICENCE

5.1 The Corporation covenants:

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

(i) the Petroleum Act;

(ii) any Applicable Law; and

(iii) this Deed;

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

5.2 The Negotiation Parties acknowledge that:

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

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

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

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

(a) the Petroleum Act;

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

6. NATIVE TITLE ACT

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

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

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

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

(c) the South Australian Parliament.

7. ADMINISTRATION PAYMENT

7.1 For better facilitating the administration of this Deed, the Company will pay to the Corporation the following administration payments on the terms set out in this clause 7.

7.2 Where the Company holds a PEL that is renewable for one (1) further term only, the annual administration fee payable for each PEL will be:

(a) twelve percent (12%) of the Maximum Administration Fee for each year of the first five (5) year term; and

(b) eight percent (8%) of the Maximum Administration Fee for each year of the second five (5) year term.

7.3 Where the Company holds a PEL that is renewable for two (2) further terms the annual administration fee payable for each PEL will be:

(a) twelve percent (12%) of the Maximum Administration Fee for each year of the first five (5) year term; and

(b) four percent (4%) of the Maximum Administration Fee for each year of the second and third five (5) year terms.

7.4 If a PEL is suspended pursuant to section 90 of the Petroleum Act:

(a) the State will give notice of the suspension to the Native Title Holders by providing them with a duplicate copy of the notice of suspension at the same time such notice is provided to the Company; and
(b) the anniversary date on which the annual payment would normally fall due will be extended by the term of the suspension.

7.5 The Maximum Administration Fee per PEL will be one hundred and fifty five thousand four hundred dollars ($155,400.00).

7.6 The payments referred to in clauses 7.2 and 7.3 shall be adjusted annually in accordance with any increase in the CPI (all groups) for Adelaide, South Australia occurring in the twelve month period immediately prior to such payment falling due.

7.7 The first payment shall be made within seven (7) days of receipt of a tax invoice from the Corporation upon the grant of the first PEL to the Company.

7.8 Subject to clause 7.4, thereafter each annual payment shall be made within seven (7) days following the anniversary of the date of grant of the first PEL.

7.9 Where a Licence Area is not entirely located within the Determined Land each amount payable under this clause shall be calculated ratably in like proportion as the Determined Land within the boundary of the Licence Area bears to the whole of the Licence.

7.10 Should the proportion which the Determined Land bears to the Licence Area change between the anniversary dates of the PEL, the amount payable according to this clause will be adjusted and paid, refunded or credited (as the case requires) within seven (7) days following the next anniversary of the date of grant of the PEL.

7.11 Upon the expiry, surrender or relinquishment of a PEL within the Determined Land, the Company’s obligation in respect of the payment of the Administration Fee pursuant to this clause 7 shall cease in relation to that PEL.

8. PRODUCTION PAYMENT

8.1 The Company agrees:

(a) to pay from time to time to the Corporation in further consideration for it entering into this Deed the amounts calculated from time to time in accordance with the terms set out in Schedule 2; and

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

8.2 The Corporation as agent for the Native Title Holders hereby requests and directs the State to pay to the Corporation the Corporation’s share of the monies received by the State from the Company in accordance with clause 8.1 and the State agrees so to do.

8.3 Each payment by the State shall be made:

(a) for and on behalf of the Company;

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

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

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

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

8.7 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 Corporation.

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

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

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

8.11 The provisions of clause 8.9 and 8.10 do not apply in relation to any compensation claim arising by reason of a breach of this Deed.
9. ABORIGINAL HERITAGE PROTECTION

9.1 The Company and the Corporation must comply with the terms of Schedule 3 which provide:

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

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

10. STATE NOT LIABLE FOR SCHEDULE 3 PROVISIONS

The Company and the Corporation acknowledge that neither the State nor its officers, employees, or agents have any obligation or liability whatsoever in connection with the rights and obligations of the Company, the Corporation or the Native Title Holders pursuant to Schedule 3.

11. DEED NOT CONDITION OF GRANT

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

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

13. ASSIGNMENT

13.1 Subject to clause 13.2, the Company may at its absolute discretion assign, transfer or novate the whole or part of its interests in this Deed.

13.2 If the Company assigns, transfers or novates the whole or part of an interest in a Licence, the Company will procure that the party thereby acquiring that interest in the Licence enters into a deed of assumption in substantially the same form as the draft deed contained in Schedule 4 of this Deed whereby the incoming party covenants to assume the obligations of the Company with regard to the other parties, and to be bound by the terms and conditions of this Deed as if it were a party to this Deed to the extent of the interest so acquired by the incoming party, and the Company will be released to the same extent of the interest so acquired by the incoming party.

13.3 In the event that a different Prescribed Body Corporate (New Prescribed Body Corporate) is substituted for the Corporation, the Native Title Holders shall procure that the New Prescribed Body Corporate immediately upon its appointment, execute a Deed Poll, in a form reasonably acceptable to the Company and the State, covenantee to
be bound by and to assume the obligations of the Corporation under this Deed as if the New Prescribed Body Corporate were named as a Party to this Deed.

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

14. NOTICES

14.1 Subject to any other provision of this Deed any notice, request, consent, proposal, or other communication must be in writing and signed (except where notice by email is used, in which case an electronic signoff is acceptable) by the person giving it and shall be addressed as follows:

The State's address: The Minister for Mineral Resources and Energy c/- Executive Director, Energy and Resources Division Department of State Development Level 7, 101 Grenfell Street ADELAIDE SA 5000

Email address: DSD.petroleum@sa.gov.au Telephone number: +61 8 8463 3024 Facsimile number: +61 8 8463 3229.

Company's address: Bridgeport (Cooper Basin) Pty Ltd Level 7 111 Pacific Highway, North Sydney NSW 2060

Email address: imylchrest@bridgeport.net.au Telephone number: +61 2 89608 412 Facsimile number: +61 2 89608 499

The Corporation's address: c/- Camatta Lempens Pty Ltd Lawyers Level 1, 345 King William Street ADELAIDE SA 5000

Email address: SKenny@camattalempens.com.au Telephone number: +61 8 8410 0211 Facsimile number: +61 8 8410 0566

14.2 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.
14.3 A notice sent by mail will be deemed received by the party to whom it is addressed on the third Business Day following its posting. Notices transmitted by facsimile or electronic mail are deemed delivered on the day of transmission subject to confirmation of complete transmission.

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. SIGNING FEE AND GENERAL

17.1 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.

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

17.3 Subject to clause 17.4, in consideration of the Native Title Holders entering into this Deed and as a special non-recurrent payment (which includes consideration for the grant of any Subsequent licence), the Company agrees to pay the sum of seventy seven thousand and five hundred dollars ($77,500.00) to the Corporation for each PEL within seven (7) Business Days after the Commencement Day.

17.4 Where a Licence Area is not entirely located within the Determined Area the amount payable under clause 17.3 shall be calculated ratably in like proportion as the Determined Area within the boundary of the Licence Area bears to the whole of the Licence Area.

17.5 Where the payment to be made by the Company pursuant to this Deed (Payment) constitutes consideration for a taxable supply by the Corporation:

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

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

17.7 The Corporation will forward to the Company an adjustment note in respect of a supply that is subject to an adjustment event covered by clause 17.6. Such adjustment note will be issued and sent no later than twenty-one (21) days after the Corporation becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.

17.8 Any disputes between the parties in relation to the operation or interpretation of this clause shall be dealt with in accordance with clause 24 of Schedule 3.

17.9 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.

17.10 In this clause 17:

(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 (Cth) has the same meaning in this clause.

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

17.12 This Deed shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
17.13 The Corporation may appoint an agent to carry out its functions under this Deed. At the request of the other party, the Corporation will provide details in writing of the agent and the scope of his authority.

EXECUTED by the parties as a Deed.

THE COMMON SEAL of the MINISTER FOR MINERAL RESOURCES AND ENERGY was affixed in the presence of:

[Signature]

RACHAEL COLEGATE

PERSONAL ASSISTANT

---

EXECUTED by
BRIDGEPORT (COOPER BASIN) PTY LTD
ABN 32 163 123 304 in accordance with section 127(1) of the Corporations Act 2001 (Cth) by:

[Signature] Chris Way

Name of director (print)

[Signature] Tony Strasser

Name of director/company secretary (print)
THE COMMON SEAL of the CORPORATION was hereunto affixed in accordance with its constitution in the presence of:

Frank Warren
Chair

Brendan Jackson
Director

Mandy Kemp
Director

Signature
Print Name
Print Position

Signature
Print Name
Print Position

Signature
Print Name
Print Position
SCHEDULE 1

Map of Licence Area
SCHEDULE 2

Payments to the Native Title Party Pursuant to Clause 8 in Respect of Regulated Activities Under a Licence – Production Payments

1. Tax Invoice for GST Component

Contemporaneously with provision to the Minister of the return required by section 43(4) of the Petroleum Act, the Company shall prepare and provide to the Corporation a recipient created tax invoice (if the Corporation is registered for GST purposes and provides its ABN to the Company) or in any other case a copy invoice, relating to the Production Payment payable to the Corporation pursuant to this Schedule 2.

2. Payment by the Company to the State

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

(a) Where the relevant Licence does not incorporate any Other Claimant Land, 1% of the value at the well head of Petroleum produced and sold therefrom; and/or

(b) The Parties acknowledge that a Licence granted to the Company in respect of a Petroleum production field may incorporate Other Claimant Land, and in that case acknowledge and agree that the total of 1% of the value at the well head of Petroleum produced and sold therefrom shall be paid to the Native Title Holders of land on which the well head is located within the Licence Area.

3. Calculations to follow Petroleum Act

(a) 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 arm’s length purchaser PROVIDED that the "Guidelines for Payment of Royalty and Provision of Information" issued by DSD from time to time (a copy of the current version of which is annexed to this Schedule 2) shall be applied mutatis mutandis as if the reference to the royalty rate of 10% therein were a reference to 1%.

(b) In calculating the value of Petroleum at the well head neither the Production Payment nor the statutory royalty payable to the State under the Petroleum Act shall be treated as a deduction or outgoing to any extent.
4. **Goods and Services Tax**

(a) **Acknowledgment**

The parties acknowledge that the payments referred to in clause 8 and in this Schedule 2 have been calculated on a GST exclusive basis.

(b) **GST Gross-Up**

Where any payment to be made by the Company under clause 8 and in this Schedule 2 of this Deed (**Payment**) constitutes consideration for a taxable supply by the Native Title Holders:

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

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

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

(c) **Interpretation**

(i) 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

(ii) 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 State Development of South Australia

PETROLEUM AND GEOTHERMAL ENERGY 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 and Geothermal Energy Act 2000 ("the Act")

(2) Calculation of Royalty

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

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

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

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

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

(iii) Any expenses allowed as a deduction under clause (2)(a) or (2)(b) or (2)(d); a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer pursuant to a bona fide arms length agreement to lease any plant used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser provided however that any such expenses in any one calendar year which is in excess of:

(i) In the calendar year 20... - the sum of $.............; or

(ii) In all subsequent calendar years, the sum of $.............increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) for the City of Adelaide ("CPI") from the CPI in the calendar year 20... to the CPI in the relevant year shall not be deductible;

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

(3) Further provisions regarding calculation of Royalty

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

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

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

(A) Any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or
refining of the substance prior to the delivery or in transporting
the substance to the point of delivery to the purchaser; or
(B) Any pipeline;
And
(iii) “wellhead” means the casing head and includes any casing hanger or
spool, or tubing hanger, and any flow control equipment up to and
including the wing valves.

(b) Non Producing Wells

The capital expenditure referred to in clause (2)(a) may include the actual capital
expenditure incurred by the Producer in respect of wells used solely for the
purpose of assisting or enhancing the recovery of the substance from other wells
or for the purposes of storing the substance or for the recovery or disposal of
water used in connection with treating processing or refining of the substance
prior to delivery or for any similar purpose other than the production of the
substance and may also include the actual capital expenditure incurred by the
Producer in converting a well used for the production of the substance to a well
used for such other 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 of refining of the substance sourced from outside of the area referred to in clause (3)(g)(i) or in transporting such substance to the point of delivery to the purchaser any amounts which may be claimed as deduction under this clause (whether such deductions be by way of operating expenditure or capital expenditure) in respect of such plant shall be reduced by the proportion which would be obtained by the method of apportioning costs used by the Producer to ascertain the tolling fee, but any revenue received by the Producer for the use of such plant for the treating, processing or refining of such substance prior to delivery or in transporting the substance to the point of delivery to the purchaser shall not be deemed to be part of the gross sales value of the substance.

(4) Royalty Returns

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

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

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

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

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

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

(g) The Minister shall in accordance with Section 43(8) of the Act assess the value at the wellhead of the substance produced by the Licensees and may require the Licensee to pay within 30 days of the date of notice of such assessment the additional royalty determined by the Minister as payable.
SCHEDULE 3
Aboriginal Heritage Protection

1. INTERPRETATION AND OTHER MATTERS

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

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

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

2. DEFINITIONS

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

Aboriginal Record has the same meaning as prescribed in the Aboriginal Heritage Act 1988 (SA);

Area of Significance means any site on a Licence Area of cultural, social or spiritual significance to the Native Title Holders or any of their members and includes any Aboriginal Site, Aboriginal object or Aboriginal remains, as defined in the Aboriginal Heritage Act 1988(SA) and any significant Aboriginal area as defined in the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Commonwealth);

Budget means a financial plan agreed for the conduct of an inspection and Clearance in accordance with clause 12;

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

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

Deed means the Deed to which this Schedule 3 is attached;
Environment means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects;

Essential Term has the same meaning as in the Deed;

Force Majeure means acts of God, flood, fire or damage caused by lightning, storm, tempest, unseasonable rains, strikes, lockouts or other industrial disturbance, riots, blowouts, laws, rules, regulations, or directions of a governing body having jurisdiction over a Licence Area, religious or other ceremonial activities of members of the Native Title Holders, 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;

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

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

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

Scouting Team means the persons referred to in clause 10;

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

Specialist means an anthropologist or archaeologist or both as appropriate;

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

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

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

3. **UNDE掏出INGS BY THE COMPANY**

3.1 The Company undertakes:
(a) to grant to the Native Title Holders and the Corporation the rights and privileges as set out in this Schedule; and

(b) subject to compliance on the part of the Native Title Holders and the Corporation with their respective obligations hereunder, the Company will comply with the terms and conditions on the Company's part herein contained and shall make payments in accordance with this Schedule to the Corporation of the amounts to which the Corporation is entitled from time to time as provided in this Schedule 3.

4. RECONNAISSANCE SURVEYS OF LICENCE AREA BY THE COMPANY

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

4.2 Notwithstanding the provisions of this Schedule 3 relating to inspection and clearing of Operational Areas, the Corporation as agent for the Native Title Holders acknowledges that in order to efficiently carry out the purposes of this Schedule, it may be necessary for the Company to enter onto a Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in clauses 9, 10 and 11 and Annexure A hereof do not apply to Reconnaissance Surveys where:

(a) the Company 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 8 hereof; or

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

5. LAND ACCESS AND OCCUPATION

5.1 The Corporation as agent for the Native Title Holders acknowledges the grant to the Company of a Licence in respect of each Licence Area and authorises the Company, its contractors, sub-contractors, employees, agents and visitors to enter upon a Licence Area at all times and to commence and proceed with Petroleum Operations.

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

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

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

7. PETROLEUM OPERATIONS

7.1 The Company shall at all times upon a Licence Area:

(a) comply with the provisions of the *Petroleum Act* and a Licence granted to the Company 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.

8. NOTIFICATION OF OPERATIONS

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

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

(b) the proposed approximate location of Work Sites;

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

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

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

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

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

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

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

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

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

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

8.4 The Corporation may object to the proposed Petroleum Operations referred to in clause 8.1 provided:

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

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

8.5 In the event that the Corporation has a specific objection to any part of the particulars of the Petroleum Operations supplied by the Company under clause 8.1, or to any substantial change therein of which notice has been given under clause 8.8:
the Corporation shall refer such objection for resolution pursuant to clause 24 within fourteen (14) days of being supplied with such particulars or given such notice;

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

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

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

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

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

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

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

8.8 The Company shall give notice to the Corporation if the Company at any time proposes to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with clause 11.7.

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

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

(b) pursuant to clause 8.8 for the circumstances set out in clause 11.7(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or
9. INSPECTION AND CLEARANCE

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

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

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

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

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

9.3 The Company representative will accompany the Scouting Team into the field during the undertaking of the Clearance, subject to the Scouting Team’s ability to exclude the Company’s representative from its internal discussions and deliberations in the field.

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

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

(b) in undertaking any Clearance of alternative Operational Areas the Scouting Team is not required to remain in the field for any additional period of time beyond two days, unless agreed otherwise.

9.5 Subject to the Aboriginal Heritage Act 1988 (SA) the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Holders and facilitated by the Corporation pursuant to this Schedule in which case neither the Native Title Holders nor the Corporation shall complain that Petroleum Operations conducted in accordance with clauses 8, 9, 10 and 11 hereof interfered with any Areas of Significance. The Company shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.
9.6 The Company will:

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

(b) comply with the conditions of the Clearance (as referred to in clause 11); and

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

10. SCOUTING TEAM

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

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

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

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

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

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

10.3 The Scouting Team will comprise:

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

(b) the number of persons required to ensure the integrity of the Clearance up to a maximum of eight (8) persons consisting of such numbers of men and women as thought by the Corporation to be appropriate in accordance with Aboriginal culture and tradition.
10.4 The Corporation acknowledges 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 Corporation agrees to consult with the Company about the number of persons to be included in a Scouting Team not later than the start of negotiations for setting a budget in accordance with clause 12.

11. REPORTS

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

11.2 The Report must:

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

(b) identify any alternative Operational Areas for which clearance is given in accordance with the requirements set out in clauses 9.4 and 10.2(b);

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

(d) be signed by the Specialists.

11.3 Provided the circumstances require, the Corporation must, upon request by the Company, provide an interim report to the Company within seven (7) days from completion of the Clearance which interim report shall comply with clause 11.2. Where an interim report is provided pursuant to this clause 11.3, the timeline within which the Corporation must provide a Report pursuant to clause 11.1, shall be extended to no later than fourteen (14) days from the date of the Interim report.

11.4 Nothing in this Schedule compels the Native Title Holders nor any member of the Scouting Team or the Corporation to disclose to the Company or to the Company's representative the location of Areas of Significance or any Cultural Confidences whatsoever with respect to a Licence Area, but sufficient information must be disclosed to enable the Company to avoid damaging, disturbing or otherwise interfering with any Area of Significance.

11.5 The Corporation shall ensure that any Aboriginal persons accompanying the Scouting Team shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.

11.6 In the event that the Scouting Team determines it is necessary to deviate any proposed seismic line or access road, such deviation shall be made as small as possible and any
deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site shall be minimised so far as possible.

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

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

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

(c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by the Company in accordance with sub-paragraph (a) of this clause 11.7 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

12. BUDGETS AND PAYMENT FOR CLEARANCE WORK

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

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

12.3 If the Corporation and the Company are unable to agree on a budget within seven (7) days of the Corporation providing a budget to the Company then the provisions of clause 24 apply.

12.4 Subject to clause 12.7, the Company will make payments in accordance with the agreed Budget, to the Corporation in three separate instalments as follows:
(a) forty five percent (45%) seven (7) days prior to the mobilisation of the Scouting Team; and

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

(c) twenty five percent (25%) or the balance thereof following receipt of the Report and an invoice of all expenditure.

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

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

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

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

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

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

in accordance with the Budget.

12.6 The daily rate payable by the Company for each Scouting Team member (excluding the Specialist) will be four hundred and fifty dollars ($450) per day, increasing annually on the Commencement Day in accordance with the wage cost index (Ordinary time hourly rates of pay excluding bonuses, for South Australia) published by the Australian Bureau of Statistics or its successors.

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

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

12.9 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Company and any Aboriginal person forming part of any Scouting Team arises by virtue of this Schedule, and that nothing contained in this Schedule will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Company. The Corporation will ensure compliance with all Applicable Law including the Return to Work Act 2014 (SA), the Work Health and Safety...
Act 2012 (SA), 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 Corporation engages or retains any person for the purposes of performing its obligations under this Schedule.

12.10 The Corporation will be responsible for the administration of all matters relevant to the conduct of the Clearance, including:

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

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

12.11 The Company is responsible for and indemnifies and agrees to keep indemnified the members of the Scouting Team from and against all and any claims of whatever nature and however arising for personal injury or death or damage or destruction of personal property of the Scouting Team or any member of the Scouting Team to the extent caused or contributed to by any negligent act or omission of the Company, its employees, contractors or subcontractors. The Corporation shall if requested by the Company, inform the Company whether members of Scouting teams are covered by any contract of insurance in relation to personal accident or public liability and if so, the particulars thereof.

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

13. REMOVAL OF EMPLOYEES

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

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

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

(c) has acted in a disorderly manner on a Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to a member of the Native Title Holders.
13.2 In the event of a dispute between the Corporation and the Company as to whether a person has acted in a manner justifying their removal from a Licence Area, the matter shall be referred pursuant to clause 24 for resolution.

14. INSTRUCTION IN ABORIGINAL CULTURE

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

(a) native title;

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

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

14.2 Appropriate education for the purposes of clause 14.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.

14.3 An archaeologist or anthropologist to be engaged for the purpose of carrying out the education functions specified in this clause shall be nominated by the Company with the concurrence of the Corporation (which concurrence shall not be unreasonably withheld).

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

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

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

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

15. COMPANY COVENANTS

15.1 The Company covenants with the Corporation that:
(a) In connection with the conduct of Petroleum Operations by it on a Licence Area, the Company 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; and

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

(b) Where the Company reasonably believes appropriate, the Company will provide to persons from the Corporation and persons accompanying them, relevant:

(i) driver training, hard 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 the Company normally provides to, or usually requires of, persons attending locations under the control of the Company.

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

(d) Where clause 15.1(c) applies, the location of the site or object will be treated by the Company as though no Clearance in relation to it had previously been given and any relevant object will be left in situ without being moved or interfered with pending further Clearance in accordance with this Schedule.

16. CORPORATION COVENANTS

16.1 The Corporation as agent for the Native Title Holders covenants with the Company that the Native Title Holders and the Corporation shall:

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

(b) not lodge or make any objection to any grant to the Company pursuant to the Petroleum Act unless the Company is and continues to be in breach of an Essential Term;
actively support the Company'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 the Company in furthering any 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;

ensure that where the Company provides the items mentioned in clause 15.1(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 the Company's reasonable safety requirements;

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

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

17. RIGHTS OF THE NATIVE TITLE HOLDERS

17.1 The Company acknowledges that those members of the Native Title Holders have the right (pursuant to section 47 of the Pastoral Lands Management and Conservation Act 1989 (SA)) except where their presence may cause danger to health and safety, or where their presence may interfere with the conduct of efficient Petroleum Operations:

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

(b) to pursue customary and traditional activities in the Operational Areas.

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

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

17.4 The Corporation shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Native Title Holders' and the Corporation's obligations under this Schedule save that any Specialist engaged by the Corporation for assistance with Clearances must be engaged with the concurrence of the Company in accordance with clause 10.3.
18.  RIGHTS OF THE COMPANY

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

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

18.3 In the event of any operational urgency or emergency situation occurring on a Licence Area at any time (including the need to deviate from a Seismic Line Access Corridor to avoid injury to personnel, damage to machinery or environmental damage) the Company may take such measures as it considers necessary in the circumstances in which case the provisions contained in clauses 9, 10 and 11 and Annexure A do not apply. The Company shall as soon as reasonably practicable notify the Dieri of the particular situation, provide a copy of its seismic line logs and thereafter consult with the Dieri in relation to further measures to be taken in respect thereof.

19.  REVERSION OF INFRASTRUCTURE

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

20.  FIELD DEVELOPMENT AND PRODUCTION

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

21.1 In the event that the Company, the Corporation or the Native Title Holders become wholly or partly unable because of Force Majeure to perform any of its obligations under this Deed, this Schedule nevertheless continue and remain in force and effect by that party shall not be in default hereunder for as long as it continues to be prevented or delayed as aforesaid by such force majeure and the time within which such party is required to perform any work to satisfy any obligations hereunder shall be extended by a period equivalent to that during which such prevention or delay continues provided that:

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

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

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

22. **CONFIDENTIAL INFORMATION**

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

22.2 The Corporation as agent for the Native Title Holders agrees to keep confidential all aspects of the Company's activities pertaining to a Licence of which it becomes aware provided that such information may be disclosed to a Specialist for the purpose of writing a Report.

23. **GOODS AND SERVICES TAX**

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

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

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

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

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

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

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

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

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

23.8 The parties agree to make any changes that are required to this clause to reflect any
amendments made to the GST Act or a related Act or changes in the interpretation of
any of those Acts by the courts or the Commissioner of Taxation.

23.9 In this clause 23:

(a) Adjustment Event means an adjustment event for the purposes of the GST Act
and includes any matter or thing that arises out of any error, any decision of a
court in relation to the GST Act or a related Act, any ruling issues by the
Commissioner of Taxation, any audit of the tax affairs of the Corporation or of
the Company or the settlement of any dispute (including a dispute with the
Commissioner of Taxation);

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

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

24.1 Guiding Principle

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

24.2 Priority of Procedures

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

24.3 Notice of Dispute

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

24.4 Response to Dispute

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

24.5 Negotiations

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

24.6 Mediation

(a) If, within one (1) month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Annexure D hereto, or as otherwise agreed by the parties and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen (14) days, the mediator shall be
appointed by the Minister for the time being responsible for the administration of the Petroleum Act.

(b) The Minister (in determining whom to appoint as the mediator) shall have regard to the parties' intentions in this Schedule;

(i) for the preservation and protection of the Aboriginal tradition of the Native Title Holders; and

(ii) the statutory obligations and commercial imperatives of the Company;

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

(c) The mediator, in conducting the mediation shall have regard to:

(i) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Holders; and

(ii) the statutory obligations and commercial imperatives of the Company.

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

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

(f) None of the parties may commence court proceedings or arbitration concerning this Schedule unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Schedule may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory itself.

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

24.7 Without Prejudice

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

25. CESSATION OF ACTIVITIES

25.1 The Company shall notify the Corporation one (1) month prior to any surrender of a Licence in respect of a Licence Area pursuant to the Petroleum Act.
25.2 A surrender under clause 25.1 is effective on and from the time when a Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.

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

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

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

(b) each party shall remain liable to the other party in respect of any liability it has to the other as a consequence of any prior breach of this Schedule.

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

25.6 The parties’ obligations under clauses 7.1(a), 7.1(b), 7.1(d), 15.1(a)(iii), 15.1(d), 19 and 22 shall to the extent referred to therein survive any termination of this Schedule.

### 26. EMPLOYMENT OPPORTUNITIES

The Company agrees to consider from time to time opportunities for the employment of members of the Native Title Holders and for the engagement of enterprises controlled by members of the Native Title Holders and to similarly encourage its contractors to do so.
ANNEXURE A TO SCHEDULE 3: CLEARANCE PROCEDURES

1. The Corporation will provide a Scouting Team or Teams to undertake inspection and Clearing of locations for Petroleum Operations within a Licence Area if and when the requirement arises in accordance with clause 10 of Schedule 3. The composition of the Scouting Team or Teams may vary from time to time as determined by the Corporation in consultation with the Company provided that the Scouting Team or Teams will at no time comprise more than 8 members of the Native Title Holders.

2. The Corporation will ensure that if required, both a male and a female Specialist are available to join the Scouting Team depending on the part of a 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 clause 10.3(a) of Schedule 3, will co-ordinate the Scouting Teams provided for in clause 10 of Schedule 3 and will be responsible for conveying the result of the Scouting Team's inspections and assessments for Clearance of the Company's proposed Petroleum Operations under the terms of Schedule 3.

4. Subject to the terms of Schedule 3 the Corporation will ensure that a Scouting Team is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by the Company in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Corporation will ensure that the Scouting Team operates on a regular work schedule that coincides with and accommodates the Company's work schedule.

5. The Corporation will arrange suitable camping facilities for the Scouting Team.

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

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

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

   (a) employing the services of the persons comprising the Scouting Team; and

   (b) providing food, accommodation and/or camping facilities and food to the Scouting Team;

in accordance with a Budget provided under Schedule 3.

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

   (a) Scouting Team Members

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

   (ii) Claim Group member – four hundred and fifty dollars ($450) per day, adjusted from time to time in accordance with paragraph 11,

   all in accordance with a Budget.

11. **CPI Review**

    The Payment set out in clause 10(a)(ii) and ”shall be adjusted not more than bi-annually in accordance with increases or decreases in the Consumer Price Index (all groups) for Adelaide during the period between the Commencement Day and the date of such review or between the date of such review and the most recent previous review under this paragraph 11 (as the case may be).”
# ANNEXURE B TO SCHEDULE 3: SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Events</th>
<th>Party Responsible</th>
<th>Maximum period for Events (days)</th>
<th>Maximum cumulative Elapsed Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Company submits request and proposed Work Program to Native Title Holders <em>(Clause 8.1)</em></td>
<td>The Company</td>
<td>Not applicable</td>
<td>0</td>
</tr>
<tr>
<td>2</td>
<td>Preliminary meeting <em>(Clause 8.2)</em></td>
<td>The Company and the Corporation</td>
<td>14</td>
<td>14</td>
</tr>
<tr>
<td>3</td>
<td>The Corporation arranges for 1 Specialist 2 Scouting Team 3 Proposed Clearance plan and Budget and presents to the Company <em>(Clauses 10 and 12.1)</em></td>
<td>The Corporation</td>
<td>7</td>
<td>21</td>
</tr>
<tr>
<td>4</td>
<td>Clearance plan and Budget meeting, Plan and Budget agreed <em>(Clause 12.1 and 12.2)</em></td>
<td>The Company and the Corporation</td>
<td>7</td>
<td>28</td>
</tr>
<tr>
<td>5</td>
<td>Scouting Team and field logistics organised and Scouting Team mobilised to the field <em>(Clause 10.1)</em></td>
<td>The Native Title Holders and the Corporation</td>
<td>12</td>
<td>40</td>
</tr>
<tr>
<td>6</td>
<td>Scouting Team completes field work and demobilises, notifies the Company <em>(Clause 11.1)</em></td>
<td>The Native Title Holders and the Corporation</td>
<td>14</td>
<td>54</td>
</tr>
<tr>
<td>7</td>
<td>Report delivered to the Company <em>(Clause 11.1)</em></td>
<td>The Corporation</td>
<td>14</td>
<td>68</td>
</tr>
</tbody>
</table>
## ANNEXURE C TO SCHEDULE 3: BUDGET

<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>
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</thead>
<tbody>
<tr>
<td><strong>Personnel</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialist #1</td>
<td></td>
<td></td>
<td>days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialist #2</td>
<td></td>
<td></td>
<td>days</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Scouting Team X</td>
<td></td>
<td></td>
<td>days</td>
<td></td>
<td></td>
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<tr>
<td><strong>1</strong> TOTAL PERSONNEL</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td><strong>2</strong> TRAVEL COSTS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accommodation &amp; Logistics</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food</td>
<td></td>
<td></td>
<td>days</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Camping Allowance</td>
<td></td>
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<td>nights</td>
<td></td>
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<td>GPS hire</td>
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<td></td>
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<td>Trailer hire</td>
<td></td>
<td></td>
<td>days</td>
<td></td>
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<tr>
<td><strong>3</strong> TOTAL ACCOMMODATION AND LOGISTICS</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Administration Costs</td>
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<td></td>
<td></td>
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<tr>
<td>Superannuation levy</td>
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<tr>
<td>Return to Work levy</td>
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<td></td>
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<td></td>
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<tr>
<td>Administration fee (10%)</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Legal costs</td>
<td>Clause 17.2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>4</strong> TOTAL ADMINISTRATION</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>5</strong> SUB-TOTAL</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>6</strong> Contingency</td>
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<td></td>
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<td></td>
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<tr>
<td><strong>7</strong> GST</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td><strong>8</strong> GRAND TOTAL</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>
ANNEXURE D TO SCHEDULE 3: GUIDELINES TO MEDIATION

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to item 24 of Schedule 3.

1. **Role of Mediator**

   (a) The mediator will be neutral and impartial. The mediator will assist the parties to attempt to resolve the dispute by helping them to:

   (i) systematically isolate the issues in dispute;

   (ii) develop options for the resolution of those issues;

   (iii) explore the usefulness of these options; and

   (iv) meet their interests and needs.

   (b) The mediator may meet with the parties together or separately.

   (c) 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.

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

   (e) Neither party will take action to cause the mediator to breach paragraph 1(d).

2. **Conflict of Interest**

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

3. **Co-Operation**

   The parties must 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 Deed. The parties undertake to indemnify the mediator against any claim resulting from any act or omission in the mediator's bona fide performance of the mediator's obligations under this Deed.
13. **Costs**

The parties are separately liable to the mediator in equal proportions for the mediator's fees.
SCHEDULE 4
Deed of Assumption

THIS DEED is made on

PARTIES:

#  
(Assignor)

#  
(Assignee)

BACKGROUND

A. The Assignor is a party to the NTA Deed.

B. The Assignor wishes to assign and transfer its rights and obligations under the NTA Deed in relation to the Licence, to the extent of the Acquired Interest.

C. The parties have agreed that the Assignee will take an assignment and transfer of the rights and assume the obligations of the Assignor in the NTA Deed in relation to the Assigned Licence, to the extent of the Acquired Interest.

D. The parties have also agreed that this deed will operate in favour, and for the benefit of the Native Title Holders, the Corporation and the State (as defined in the NTA Deed).

27. DEFINED TERMS & INTERPRETATION

27.1 Defined terms

In this deed, unless context otherwise requires:

*Acquired Interest* means a [insert]% interest as tenant in common in the Licence (including the rights, benefits, obligations and liabilities arising under or in relation to the Licence).

*Assigned Licence* means the licence specified in Item 1 of the Annexure.

*Business Day* means a day other than a Saturday, Sunday or public holiday in South Australia or New South Wales.

*Effective Date* means the date specified in Item 2 of the Annexure.

*Licence* has the same meaning given to it in the NTA Deed.

*NTA Deed* means the deed specified in Item 3 of the Annexure.

27.2 Interpretation
In this deed, unless the context otherwise requires:

(a) the singular includes the plural and conversely;

(b) a gender includes all genders;

(c) if a word of phrase is defined, its other grammatical forms have a corresponding meaning;

(d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

(e) a reference to a clause or annexure is a reference to a clause of, or an annexure to, this deed;

(f) a reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;

(g) a reference to a party to this deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);

(h) a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;

(i) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, joint and severally;

(j) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;

(k) references to agree, approve, or consent on the part of a party to this deed is a reference to agreement, approval or consent (as the case may be) on the part of that party in writing; and

(l) nothing in this deed is to be interpreted against a party to this deed solely on the ground that the party put forward this deed or any part of it.

27.3 Headings

Headings in this deed do not affect its interpretation.

27.4 Annexure

The annexure forms part of this deed.
28. ASSIGNMENT

28.1 Assignment and transfer

From the Effective Date, the Assignor assigns and transfers to the Assignee all of its rights and obligations under the NTA Deed in relation to the Assigned Licence, to the extent of the Acquired Interest.

28.2 Assignee

The Assignee covenants in favour of the Assignor, the Native Title Holders, the Association and the State that, from the Effective Date, the Assignee will perform and observe the Assignor's obligations under the NTA Deed in relation to the Assigned Licence, to the extent of the Acquired Interest, as if the Assignee were the Assignor under the NTA Deed.

28.3 Assignor

(a) If the Assigned Licence is not all of the Licences, the Assignor remains bound by the terms of the NTA Deed in relation to those Licences which are not Assigned Licences, and other than to the extent of the Acquired Interest.

(b) From the Effective Date, the Assignor is released from its obligations under the NTA Deed to the extent that those obligations are transferred and assigned to and assumed by the Assignee under this deed.

28.4 Indemnity by Assignee

The Assignee indemnifies the Assignor from:

(a) all claims, actions and proceedings (whether in contract, tort or otherwise and whether actual, present, future or contingent), brought or made by any person against the Assignor, arising on or after the Effective Date under or in connection with the NTA Deed including any act or omission (whether negligent or otherwise) of the Assignee, its officers, employees, agents and contractors; and

(b) all costs, expenses, losses, damages and liability (including legal costs on a full indemnity basis) suffered or incurred by the Assignor assigned and transferred by the Assignor and assumed by the Assignee pursuant to this deed.

28.5 Indemnity by Assignor

The Assignor indemnifies the Assignee from:

(a) all claims, actions and proceedings (whether in contract, tort or otherwise) and whether actual, present, future or contingent, brought or made by any person against the Assignee arising before the Effective Date under or in connection with the NTA Deed including any act or omission (whether negligent or otherwise) of the Assignee, its officers, employees, agents and contractors; and
(b) all costs, expenses, losses, damages and liability (including legal costs on a full indemnity basis) suffered or incurred by the Assignee in relation to any such claim action or proceedings.

28.6 Notice of Assignment

The Assignee must notify the State and the Corporation of the formation of this deed within 10 Business Days of formation and simultaneously provide a duplicate original of this deed to each of them.

29. COMMUNICATIONS

29.1 Writing required

Any notice, direction, request, consent, approval, demand or other communication (communication) to be given under this deed will be in writing, be signed by the representative of the party giving the notice as set out in Item 4 of the annexure and be addressed to the representative of the recipient party as set out in Item 4 of the annexure.

29.2 Manner of giving

A communication may be delivered by hand, sent by prepaid post or sent by facsimile transmission to the address of the party to which it is being given and is deemed to have been received:

(a) if delivered by hand, upon delivery;

(b) if sent by post, 3 Business Days after posting; and

(c) if sent by facsimile, on receipt by the sender of a confirmation report.

29.3 Change of details

Details specified in Item 4 of the annexure in respect of a party may be changed by the party by not less than 5 Business Days notice to the other parties.

30. GENERAL

30.1 Entire agreement

This deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

30.2 Amendment

No amendment or variation of this deed is valid or binding on a party unless made in writing executed by both parties to it.
30.3 Severability

Each word, phrase, sentence paragraph and clause (a provision) of this deed is severable and if a court determines that a provision is unenforceable, illegal or void the court may sever that provision which becomes inoperative and such severance will not affect the other provisions of this deed.

30.4 Assignment and transfer

(a) The rights and obligations of each party under this deed are personal.

(b) Those rights and obligations cannot be disposed of, encumbered or otherwise dealt with and no party may attempt, or purport, to do so without the prior consent of the other party.

30.5 No waiver

(a) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver.

(b) A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.

(c) A waiver is not valid or binding on the party granting that waiver unless made in writing.

30.6 Costs and stamp duty

(a) Each party must bear its own costs arising out of the negotiation, preparation and execution of this deed.

(b) All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this deed and any instrument executed under this deed must be borne and paid by the Assignee.

30.7 Governing law and jurisdiction

(a) This deed is governed by the laws of South Australia.

(b) Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this deed.

30.8 Counterparts

(a) This deed may be executed in any number of counterparts.

(b) All counterparts when exchanged will be taken to constitute one document.

30.9 Relationship

(a) The relationship between the parties is that of independent contractors.

(b) The parties are not partners, joint venturers or principal and agent.
30.10 Execution

The parties execute this deed unconditionally as a deed poll.

EXECUTED as a deed

[INSERT EXECUTION CLAUSES]
## ANNEXURE A TO SCHEDULE 4

<table>
<thead>
<tr>
<th>Item 1:</th>
<th>Assigned Licence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 2:</td>
<td>Effective Date</td>
</tr>
<tr>
<td>Item 3:</td>
<td>NTA Deed</td>
</tr>
<tr>
<td>Item 4:</td>
<td>Notice Details</td>
</tr>
</tbody>
</table>
SCHEDULE 5

DOCUMENT FOR REGULATION 9 OF THE NATIVE TITLE (PRESCRIBED BODIES CORPORATE) REGULATIONS 1999 (Cth)

We, the undersigned, certify that:

1. This is a document for the purpose of regulations 9(1) to 9(6) of the Native Title (Prescribed Bodies Corporate) Regulations 1999 (Cth).

2. Attached to this document and marked 'A' is a copy of the Bridgeport (Cooper Basin) Pty Ltd–Dieri Right to Negotiate Agreement ('the RTNA') that the Dieri Aboriginal Corporation RNTBC ('the Corporation') is proposing to enter into.

3. We are all members of the Corporation and we are all Dieri People whose native title rights and interests would be affected by the Corporation entering into the RTNA.

4. The Dieri People have been consulted about, and have consented to, the Corporation entering into the RTNA.

5. Prior to the Dieri People consenting to the Corporation entering into the RTNA:
   (a) a meeting was held and a presentation was made to the Directors of the Dieri Aboriginal Corporation RNTBC ICN 3890 on 4 December 2015 and the proposed RTNA was presented to 2 community meetings of the Dieri Native Title Holders at Port Augusta on 5 December 2015 and 4 June 2016.
   (b) Camatta Lempens, Lawyers, having consulted SANTS lawyers, were consulted about the proposed decision for the Corporation to enter into the RTNA; and
   (c) the native title lawyers' views about the Corporation entering into the RTNA were considered in accordance with regulation 8(2) of the Native Title (Prescribed Bodies Corporate) Regulations 1999 (Cth).

SIGNED by 5 members (Reg 9(6)(a)), namely:

1.
2.
3.
4.
5.

this day of June 2016

in the presence of:

......................................................... .........................................................
(signature) (signature)

......................................................... .........................................................
(print name of witness)

......................................................... .........................................................
(address of witness)