<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 November 2001</td>
<td>Memorandum entering PEL 92 and associated Deed on the public register.</td>
</tr>
<tr>
<td>5 November 2001</td>
<td>Petroleum Exploration Licence PEL 92</td>
</tr>
<tr>
<td></td>
<td>Interests: Beach Petroleum NL 100%</td>
</tr>
<tr>
<td>5 November 2001</td>
<td>Deed pursuant to Section 31 of the <em>Native Title Act 1993</em> dated 22 October 2001 between The Honourable Wayne Matthew, Minister for Minerals and Energy for and on behalf of the State of South Australia (Minister) and the Edward Landers Dieri people and Beach Petroleum No Liability and the Ngayana Dieri Karna (Aboriginal Corporation).</td>
</tr>
<tr>
<td>8 November 2001</td>
<td>Gazetral of Grant of PEL 92</td>
</tr>
<tr>
<td>25 February 2002</td>
<td>Notation of Heads of Agreement dated 12 June 2001 between Beach Petroleum NL and Cooper Energy NL which was approved and placed on the commercial register on 25 February 2002.</td>
</tr>
<tr>
<td>23 April 2002</td>
<td>Notation of receipt of Bank Guarantee, which was placed on commercial register 23 April 2002.</td>
</tr>
<tr>
<td>20 February 2003</td>
<td>Memorandum entering Change of Company Name on the Public Register</td>
</tr>
<tr>
<td>20 February 2003</td>
<td>Certificate of Registration on Change of Type</td>
</tr>
<tr>
<td>20 February 2003</td>
<td>Notation of Deed of Assignment dated 10 September 2002 between Beach Petroleum NL and Cooper Energy NL which was approved and placed on the commercial register on 20 February 2003.</td>
</tr>
<tr>
<td></td>
<td>Ref: SA 2003-02</td>
</tr>
<tr>
<td></td>
<td>Interests in the licence:</td>
</tr>
<tr>
<td></td>
<td>Beach Petroleum Ltd 75%</td>
</tr>
<tr>
<td></td>
<td>Cooper Energy NL 25%</td>
</tr>
<tr>
<td>20 February 2003</td>
<td>Notation of Joint Operating and Production Agreement dated 10 September 2002 between Beach Petroleum NL and Cooper Energy NL which was approved and placed on the commercial register on 20 February 2003.</td>
</tr>
<tr>
<td></td>
<td>Ref: SA 2003-03</td>
</tr>
</tbody>
</table>
11. 20 February 2003  Memorandum entering Change of Company Name on the Public Register

12. 20 February 2003  Certificate of Registration on Change of Type


15. 12 October 2004  Memorandum dated 12 October 2004 entering notation of variation of licence area on the public register.


17. 22 April 2005  Memorandum dated 22 April 2005 entering notation of the grant of AFL 13 on the 9 June 2004 on the public register for PEL 92.

18. 2 June 2005  Notation of change of company name:

From: Cooper Energy NL
To: Cooper Energy Ltd

19. 2 June 2005  Certificate of Change of Company Name.

20. 23 January 2006  Memorandum entering notation of revision to security arrangements on the public register.

21. 8 September 2006  Memorandum entering notation of extension of time to apply for renewal to 13 October 2006.

22. 4 December 2006  Renewal of Petroleum Exploration Licence PEL 92

Interests:-

Beach Petroleum Limited 75%
Cooper Energy Ltd 25%

23. 4 December 2006  Memorandum dated 4 December 2006 entering renewal of PEL 92 on the public register.

24. 7 December 2006  Gazettal of renewal of PEL 92

25. 30 January 2007  Memorandum entering notation of the surrender of AFL 13 on the public register.
26. 14 August 2007 Memorandum varying licence area.

27. 20 August 2007 Notation of Security Deed dated 4 September 2006 between Commonwealth Bank of Australia and Beach Petroleum Limited, Beach Petroleum (NZ) Pty Ltd, Beach Oil and Gas Pty Limited, Beach Production Services Pty Limited, Beach Petroleum (Surat) Pty Limited, Beach Petroleum (Cooper Basin) Pty Limited, Beach Petroleum (Gippsland) Pty Limited, Mawson Petroleum Pty Limited, Wandata Pty Ltd, Claremont Petroleum (USA) Pty Limited, Tagday Pty Ltd, Midland Exploration Pty Limited and Ocita Pty Ltd is hereby entered on the public register.
Ref: SA 2007-23

28. 20 August 2007 Notation of Security dated 28 May 2007 between CBA Corporate Services (NSW) Pty Limited and Beach Petroleum Limited, Beach Petroleum (NZ) Pty Ltd, Beach Oil and Gas Pty Limited, Beach Production Services Pty Limited, Beach Petroleum (Surat) Pty Limited, Beach Petroleum (Cooper Basin) Pty Limited, Beach Petroleum (Gippsland) Pty Limited and Mawson Petroleum Pty Limited is hereby entered on the public register.
Ref: SA 2007-24

29. 20 August 2007 Notation of Priority Deed dated 21 June 2007 between Beach Petroleum Limited, Cooper Energy Limited, Commonwealth Bank of Australia and CBA Corporate Services is hereby entered on the public register.
Ref: SA 2007-25

30. 14 September 2007 Notation of revision to security arrangements is hereby entered on the public register.

31. 14 September 2007 Variation of the licence area of PEL 92 as per the attached Schedule and Map is hereby entered on public register.

32. 22 April 2005 Memorandum dated 1 July 2008 entering notation of the grant of AFL 141 on the 1 July 2008 on the public register for PEL 92.

33. 9 October 2008 Variation of the licence area of PEL 92 as per the attached Schedule and Map is hereby entered on the public register.

34. 13 October 2008 Memorandum entering notation of the surrender of AFL 141 on the public register.

35. 28 January 2009 Memorandum entering notation of revision to security arrangements on the public register.
36. 27 November 2009  Memorandum entering notation of the grant of
Associated Activities Licence AAL 154.

37. 7 January 2010  Memorandum entering notation of change of
company name on the public register.

From: Beach Petroleum Limited
To: Beach Energy Limited

38. 7 January 2010  Certificate of Registration on Change of Name.

39. 25 May 2010  Suspension of licence conditions for the period from
and including 5 November 2010 to 4 May 2011.

Extension of term of licence by the corresponding
period of suspension.

Expiry date of PEL 92 is now 4 May 2012.

40. 25 May 2010  Memorandum entering suspension of licence
conditions and extension to licence term on the
public register.

41. 3 June 2010  Gazetctal of suspension and extension of licence.

42. 24 September 2010  Suspension of licence conditions for the period
from and including 5 May 2011 to 4 November 2011.

Extension of term of licence by the corresponding
period of suspension.

Expiry date of PEL 92 is now 4 November 2012.

43. 24 September 2010  Memorandum entering suspension of licence
conditions and extension to licence term on the
public register.

44. 30 September 2010  Gazetctal of suspension and extension of licence.

45. 16 August 2011  Suspension of licence condition for the period from
and including 5 November 2011 to 4 November 2012.

Extension of term of licence by the corresponding
period of suspension.

Expiry of PEL 92 is now 4 November 2013.

46. 16 August 2011  Memorandum entering suspension of licence
condition and extension of licence term on the
public register.
47. 25 August 2011  
Gazettal of suspension of licence and extension of licence term.

48. 31 August 2011  
Memorandum entering notation of receipt of security on the public register.

49. 22 September 2011  
Memorandum entering notation of the surrender of AAL 154 (adjunct to PEL 92)

50. 17 January 2012  
Memorandum entering notation of grant of adjunct AAL 171.

51. 23 March 2012  
Memorandum entering notation of discharge of security on the public register.

52. 23 March 2012  
Memorandum entering notation of receipt of security on the public register.

53. 10 August 2012  
Memorandum entering notation of grant of adjunct AAL 181.

54. 22 January 2013  
Native Title Deed of Assignment and Assumption PEL 92 dated 11 December 2012 between Beach Energy Limited and Cooper Energy Limited is hereby entered on the public register.
Ref: SA 2013-02

55. 27 August 2013  
Memorandum entering notation of extension of time to apply for renewal on public register.

56. 28 October 2013  
Variation of the licence area of PEL 92 as per the attached Schedule and Map is hereby entered on the public register.

57. 28 October 2013  
Memorandum entering notation of revision of security arrangements on the public register.

58. 30 October 2013  
Memorandum entering notation of revision of security arrangements on the public register.

59. 21 November 2013  
Variation of the licence area of PEL 92 as per the attached Schedule and Map is hereby entered on the public register.

60. 6 June 2014  
Memorandum notating the receipt of an application for the renewal of PEL 92 and noting the grant of PRLs 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103 and 104 over the whole area of PEL 92. As a result of the grant of PRLs 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103 and 104 the term of PEL 92 ended with effect on 6 June 2014.
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Notation of the receipt of an application for the renewal of PEL 92 is hereby entered on the public register.

Pursuant to Section 65(5) of the Petroleum and Geothermal Energy Act 2000 the licence term is extended until the renewal application is determined.

2. Notation of the grant of Petroleum Retention Licences (PRLs) 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103 and 104 with effect from 6 June 2014 is hereby entered on the Public Register.

3. As a consequence of the granting of PRLs 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103 and 104 over the whole of the area of PEL 92 the licence term ends with effect on 6 June 2014.

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

Date: 6 June 2014

File: F2013/002361
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Following grant of PPLs 246, 247, 248, 249 and 250 on 21 November 2013, a variation of the licence area of PEL 92 as per the attached Schedule and Map is hereby entered on the public register.

2. The total area of PEL 92 is now 1889km² approximately.

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

Date: 21 November 2013

Ref: F2013/000672
    F2013/000676
    F2013/001842
    F2013/001843
    F2013/001844
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 27°35'00"S AGD66 and longitude 139°10'00"E GDA94, thence east to longitude 139°15'00"E AGD66, south to latitude 27°40'00"S AGD66, east to longitude 139°20'00"E AGD66, south to latitude 27°50'00"S AGD66, east to longitude 139°30'00"E AGD66, south to latitude 27°55'00"S AGD66, east to longitude 139°35'00"E AGD66, south to latitude 28°00'00"S AGD66, east to longitude 139°40'00"E AGD66, south to latitude 28°05'00"S AGD66, west to longitude 139°25'00"E AGD66, south to latitude 28°10'00"S GDA94, west to longitude 139°23'00"E GDA94, south to latitude 28°13'00"S GDA94, west to longitude 139°20'00"E GDA94, north to latitude 28°09'00"S GDA94, west to longitude 139°18'00"E GDA94, north to latitude 28°05'00"S AGD66, west to longitude 139°08'00"E GDA94, north to latitude 28°01'00"S GDA94, west to longitude 139°04'00"E GDA94, north to latitude 27°52'00"S GDA94, east to longitude 139°06'00"E GDA94, north to latitude 27°49'00"S GDA94, east to longitude 139°07'00"E GDA94, north to latitude 27°44'00"S GDA94, east to longitude 139°08'00"E GDA94, north to latitude 27°43'00"S GDA94, east to longitude 139°11'00"E GDA94, north to latitude 27°40'00"S GDA94, west to longitude 139°10'00"E GDA94, and north to the point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°54'20"S GDA94 and longitude 139°20'40"E GDA94, thence east to longitude 139°20'50"E GDA94, south to latitude 27°54'30"S GDA94, east to longitude 139°21'10"E GDA94, south to latitude 27°54'40"S GDA94, east to longitude 139°21'30"E GDA94, south to latitude 27°54'50"S GDA94, east to longitude 139°21'40"E GDA94, south to latitude 27°55'00"S GDA94, east to longitude 139°22'00"E GDA94, south to latitude 27°55'20"S GDA94, west to longitude 139°21'50"E GDA94, south to latitude 27°55'40"S GDA94, west to longitude 139°21'40"E GDA94, south to latitude 27°55'50"S GDA94, west to longitude 139°21'20"E GDA94, south to latitude 27°56'00"S GDA94, west to longitude 139°20'50"E GDA94, north to latitude 27°55'50"S GDA94, west to longitude 139°20'40"E GDA94, north to latitude 27°55'40"S GDA94, west to longitude 139°20'20"E GDA94, north to latitude 27°54'50"S GDA94, east to longitude 139°20'30"E GDA94, north to latitude 27°54'30"S GDA94, east to longitude 139°20'40"E GDA94, and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°55'30"S GDA94 and longitude 139°28'05"E GDA94, thence east to longitude 139°28'50"E GDA94, south to latitude 27°55'40"S GDA94, east to longitude 139°28'55"E GDA94, south to latitude 27°56'05"S GDA94, west to longitude 139°28'50"E GDA94,
south to latitude 27°56'15"S GDA94, west to longitude 139°27'55"E GDA94, north to latitude 27°55'55"S GDA94, east to longitude 139°28'05"E GDA94, and north to the point of commencement.

and Commencing at a point being the intersection of latitude 27°57'05"S GDA94 and longitude 139°16'50"E GDA94, thence east to longitude 139°17'05"E GDA94,

south to latitude 27°57'10"S GDA94, east to longitude 139°17'10"E GDA94, south to latitude 27°57'20"S GDA94, east to longitude 139°17'25"E GDA94, south to latitude 27°57'30"S GDA94, east to longitude 139°17'30"E GDA94, south to latitude 27°57'35"S GDA94, west to longitude 139°17'25"E GDA94, south to latitude 27°57'40"S GDA94, west to longitude 139°17'20"E GDA94, south to latitude 27°57'45"S GDA94, west to longitude 139°17'15"E GDA94, south to latitude 27°57'50"S GDA94, west to longitude 139°17'10"E GDA94, south to latitude 27°58'25"S GDA94, west to longitude 139°16'50"E GDA94, north to latitude 27°57'35"S GDA94, west to longitude 139°16'45"E GDA94, north to latitude 27°57'30"S GDA94, west to longitude 139°16'40"E GDA94, north to latitude 27°57'20"S GDA94, east to longitude 139°16'45"E GDA94, north to latitude 27°57'10"S GDA94, east to longitude 139°16'50"E GDA94, and north to the point of commencement.

and Commencing at a point being the intersection of latitude 27°58'3500"S GDA94 and longitude 139°22'00"E GDA94, thence east to longitude 139°23'00"E GDA94,

south to latitude 27°58'50"S GDA94, east to longitude 139°23'25"E GDA94, south to latitude 27°59'00"S GDA94, east to longitude 139°23'30"E GDA94, south to latitude 27°59'10"S GDA94, east to longitude 139°23'35"E GDA94, south to latitude 27°59'30"S GDA94, west to longitude 139°23'30"E GDA94, south to latitude 27°59'35"S GDA94, west to longitude 139°23'25"E GDA94, south to latitude 27°59'40"S GDA94, west to longitude 139°23'20"E GDA94, south to latitude 27°59'45"S GDA94, west to longitude 139°23'05"E GDA94, north to latitude 27°59'35"S GDA94, west to longitude 139°22'45"E GDA94, north to latitude 27°59'30"S GDA94, west to longitude 139°22'40"E GDA94, north to latitude 27°59'15"S GDA94, west to longitude 139°22'30"E GDA94, south to latitude 27°59'25"S GDA94, west to longitude 139°22'00"E GDA94, north to latitude 27°59'10"S GDA94, west to longitude 139°21'40"E GDA94, north to latitude 27°58'45"S GDA94, east to longitude 139°22'00"E GDA94, and north to the point of commencement.

and Commencing at a point being the intersection of latitude 28°00'25"S AGD66 and longitude 139°29'15"E AGD66, thence east to longitude 139°29'45"E AGD66,

south to latitude 28°00'35"S AGD66, east to longitude 139°29'50"E AGD66, south to latitude 28°00'40"S AGD66, east to longitude 139°29'55"E AGD66, south to latitude 28°00'45"S AGD66, east to longitude 139°30'20"E AGD66, south to latitude 28°00'55"S AGD66, east to longitude 139°30'40"E AGD66, south to latitude 28°01'05"S AGD66, east to longitude 139°30'55"E AGD66, south to latitude 28°01'30"S AGD66, east to longitude 139°31'15"E AGD66, south to latitude 28°01'45"S AGD66, east to longitude 139°32'00"E AGD66.
south to latitude 28°02'25"S AGD66, west to longitude 139°30'50"E AGD66, 
north to latitude 28°02'10"S AGD66, west to longitude 139°30'20"E AGD66, 
north to latitude 28°02'05"S AGD66, west to longitude 139°29'50"E AGD66, 
north to latitude 28°01'20"S AGD66, west to longitude 139°29'35"E AGD66, 
north to latitude 28°01'10"S AGD66, west to longitude 139°29'25"E AGD66, 
north to latitude 28°01'00"S AGD66, west to longitude 139°29'15"E AGD66, 
and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°00'25"S GDA94 
and longitude 139°16'40"E GDA94, thence east to longitude 139°16'55"E 
GDA94, 
south to latitude 28°00'40"S GDA94, west to longitude 139°16'50"E GDA94, 
south to latitude 28°00'48"S GDA94, east to longitude 139°17'18"E GDA94, 
south to latitude 28°01'00"S GDA94, west to longitude 139°17'15"E GDA94, 
south to latitude 28°01'10"S GDA94, west to longitude 139°17'10"E GDA94, 
south to latitude 28°01'20"S GDA94, west to longitude 139°17'05"E GDA94, 
south to latitude 28°01'25"S GDA94, west to longitude 139°17'00"E GDA94, 
south to latitude 28°01'30"S GDA94, west to longitude 139°16'35"E GDA94, 
north to latitude 28°01'25"S GDA94, west to longitude 139°16'30"E GDA94, 
north to latitude 28°01'20"S GDA94, west to longitude 139°16'25"E GDA94, 
north to latitude 28°01'05"S GDA94, west to longitude 139°16'20"E GDA94, 
north to latitude 28°00'40"S GDA94, east to longitude 139°16'30"E GDA94, 
north to latitude 28°00'35"S GDA94, east to longitude 139°16'35"E GDA94, 
north to latitude 28°00'30"S GDA94, east to longitude 139°16'40"E GDA94, 
and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°02'12"S GDA94 
and longitude 139°16'13"E GDA94, thence east to longitude 139°16'23"E 
GDA94, 
south to latitude 28°02'19"S GDA94, west to longitude 139°16'13"E GDA94, 
and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°59'10"S GDA94 
and longitude 139°17'00"E GDA94, thence east to longitude 139°17'15"E 
GDA94, 
south to latitude 27°59'15"S GDA94, east to longitude 139°17'20"E GDA94, 
south to latitude 27°59'20"S GDA94, east to longitude 139°17'25"E GDA94, 
south to latitude 27°59'40"S GDA94, west to longitude 139°17'20"E GDA94, 
south to latitude 28°00'10"S GDA94, west to longitude 139°16'55"E GDA94, 
north to latitude 28°00'05"S GDA94, west to longitude 139°16'50"E GDA94, 
north to latitude 27°59'55"S GDA94, west to longitude 139°16'35"E GDA94, 
north to latitude 27°59'45"S GDA94, east to longitude 139°16'45"E GDA94, 
north to latitude 27°59'40"S GDA94, east to longitude 139°16'50"E GDA94, 
north to latitude 27°59'35"S GDA94, east to longitude 139°16'55"E GDA94, 
north to latitude 27°59'25"S GDA94, east to longitude 139°17'00"E GDA94, 
and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°43'45"S GDA94
and longitude 139°17'15"E GDA94, thence east to longitude 139°17'30"E GDA94,
south to latitude 27°43'50"S GDA94, east to longitude 139°17'38"E GDA94,
south to latitude 27°44'58"S GDA94, east to longitude 139°17'45"E GDA94,
south to latitude 27°45'05"S GDA94, east to longitude 139°17'50"E GDA94,
south to latitude 27°45'25"S GDA94, west to longitude 139°17'45"E GDA94,
south to latitude 27°45'30"S GDA94, west to longitude 139°17'35"E GDA94,
north to latitude 27°45'10"S GDA94, west to longitude 139°17'30"E GDA94,
north to latitude 27°45'00"S GDA94, west to longitude 139°17'20"E GDA94,
north to latitude 27°44'45"S GDA94, west to longitude 139°17'15"E GDA94,
north to latitude 27°44'35"S GDA94, west to longitude 139°17'05"E GDA94,
north to latitude 27°44'30"S GDA94, west to longitude 139°17'00"E GDA94,
north to latitude 27°44'20"S GDA94, east to longitude 139°17'10"E GDA94,
north to latitude 27°43'50"S GDA94, east to longitude 139°17'15"E GDA94,
and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°57'20"S GDA94
and longitude 139°17'45"E GDA94, thence east to longitude 139°18'00"E GDA94,
south to latitude 27°57'35"S GDA94, east to longitude 139°18'07"E GDA94,
south to latitude 27°57'55"S GDA94, west to longitude 139°18'00"E GDA94,
south to latitude 27°58'00"S GDA94, west to longitude 139°17'55"E GDA94,
south to latitude 27°58'02"S GDA94, west to longitude 139°17'38"E GDA94,
north to latitude 27°57'40"S GDA94, east to longitude 139°17'40"E GDA94,
north to latitude 27°57'30"S GDA94, east to longitude 139°17'45"E GDA94,
and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°55'50"S GDA94
and longitude 139°22'40"E GDA94, thence east to longitude 139°23'05"E GDA94,
south to latitude 27°56'15"S GDA94, west to longitude 139°22'55"E GDA94,
south to latitude 27°56'20"S GDA94, west to longitude 139°22'45"E GDA94,
north to latitude 27°56'15"S GDA94, west to longitude 139°22'40"E GDA94,
north to latitude 27°56'10"S GDA94, west to longitude 139°22'35"E GDA94,
north to latitude 27°56'00"S GDA94, east to longitude 139°22'40"E GDA94,
and north to the point of commencement.

AREA: 1889 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: 92

SR 27/2/170 AREA: 1889 sq km (approx)
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELS 91, 92, 94, 95, 107, 186, 494, and 495

PETROLEUM RETENTION LICENCES
PRLs 1, 2, 13 and 32

PETROLEUM PRODUCTION LICENCES
PPLs 62, 168, 202, 204, 205, 210, 212, 220, 224, 239 and 245

PIPELINE LICENCE
PL 19

GAS STORAGE RETENTION LICENCE
GSRL 27

SPECIAL FACILITIES LICENCE
SFL 3

1. Notation of receipt of additional security in the form of a Bank Guarantee dated 23 October 2013 is hereby entered on the public register.

2. Security is held to cover any single event occurring in any licence operated by Adelaide Energy Limited or Beach Energy Limited in South Australia.

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

Date: 30 October 2013

File: 27/2/169 27/2/170 27/2/172 27/2/173
27/2/187 27/2/309 27/2/315 27/2/337
27/2/439 28/1/159 28/1/353 28/1/360
28/1/375 28/1/382 28/1/394 28/1/419
28/1/426 28/1/446 F2009/14 F2009/16
F2010/730 F2011/278 F2011/602 F2013/41
F2013/155 F2013/277
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 91, 92, 94, 95, 107, 186, 494, and 495

PETROLEUM RETENTION LICENCES
PRLs 1, 2, 13 and 32

PETROLEUM PRODUCTION LICENCES
PPLs 62, 168, 202, 204, 205, 210, 212, 220, 224 and 239

PIPELINE LICENCE
PL 19

GAS STORAGE RETENTION LICENCE
GSRL 27

SPECIAL FACILITIES LICENCE
SFL 3

1. Notation of receipt of security in the form of a Bank Guarantee dated 6 June 2013 is hereby entered on the public register.

2. Security is held to cover any single event occurring in any licence operated by Adelaide Energy Limited or Beach Energy Limited in South Australia.

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

Date: 28 October 2013

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Following grant of PPL 245 on 28 October 2013, a variation of the licence area of PEL 92 as per the attached Schedule and Map is hereby entered on the public register.

2. The total area of PEL 92 is now 1894km² approximately.

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

Date: 28 October 2013
Ref: 27/2/170
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 27°35'00"S AGD66 and longitude 139°10'00"E GDA94, thence east to longitude 139°15'00"E AGD66, south to latitude 27°40'00"S AGD66, east to longitude 139°20'00"E AGD66, south to latitude 27°50'00"S AGD66, east to longitude 139°30'00"E AGD66, south to latitude 27°55'00"S AGD66, east to longitude 139°35'00"E AGD66, south to latitude 28°00'00"S AGD66, east to longitude 139°40'00"E AGD66, south to latitude 28°05'00"S AGD66, west to longitude 139°25'00"E AGD66, south to latitude 28°10'00"S GDA94, west to longitude 139°23'00"E GDA94, south to latitude 28°13'00"S GDA94, west to longitude 139°20'00"E GDA94, north to latitude 28°09'00"S GDA94, west to longitude 139°18'00"E GDA94, north to latitude 28°05'00"S AGD66, west to longitude 139°08'00"E AGD66, North to latitude 28°01'00"S GDA94, west to longitude 139°04'00"E GDA94, north to latitude 27°52'00"S GDA94, east to longitude 139°06'00"E GDA94, north to latitude 27°49'00"S GDA94, east to longitude 139°07'00"E GDA94, north to latitude 27°44'00"S GDA94, east to longitude 139°08'00"E GDA94, north to latitude 27°43'00"S GDA94, east to longitude 139°11'00"E GDA94, north to latitude 27°40'00"S GDA94, west to longitude 139°10'00"E GDA94, and north to the point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°54'20"S GDA94 and longitude 139°20'40"E GDA94, thence east to longitude 139°20'50"E GDA94, south to latitude 27°54'30"S GDA94, east to longitude 139°21'10"E GDA94, south to latitude 27°54'40"S GDA94, east to longitude 139°21'30"E GDA94, south to latitude 27°54'50"S GDA94, east to longitude 139°21'40"E GDA94, south to latitude 27°55'00"S GDA94, east to longitude 139°22'00"E GDA94, south to latitude 27°55'20"S GDA94, west to longitude 139°21'50"E GDA94, south to latitude 27°55'40"S GDA94, west to longitude 139°21'40"E GDA94, south to latitude 27°55'50"S GDA94, west to longitude 139°21'20"E GDA94, south to latitude 27°56'00"S GDA94, west to longitude 139°20'50"E GDA94, north to latitude 27°55'50"S GDA94, west to longitude 139°20'40"E GDA94, north to latitude 27°55'40"S GDA94, west to longitude 139°20'20"E GDA94, north to latitude 27°54'50"S GDA94, east to longitude 139°20'30"E GDA94, north to latitude 27°54'30"S GDA94, east to longitude 139°20'40"E GDA94, and north to the point of commencement.

and Commencing at a point being the intersection of latitude 27°55'30"S GDA94 and longitude 139°28'05"E GDA94, thence east to longitude 139°28'50"E GDA94, south to latitude 27°55'40"S GDA94, east to longitude 139°28'55"E GDA94, south to latitude 27°56'05"S GDA94, west to longitude 139°28'50"E GDA94, south to latitude 27°56'15"S GDA94, west to longitude 139°27'55"E GDA94, north to latitude 27°55'55"S GDA94, east to longitude 139°28'05"E GDA94, and north to the point of commencement.

and Commencing at a point being the intersection of latitude 27°57'05"S GDA94 and longitude 139°16'50"E GDA94, thence east to longitude 139°17'05"E GDA94, south to latitude 27°57'10"S GDA94, east to longitude 139°17'10"E GDA94,
south to latitude 27°57'20"S GDA94, east to longitude 139°17'25"E GDA94,
south to latitude 27°57'30"S GDA94, east to longitude 139°17'30"E GDA94,
south to latitude 27°57'35"S GDA94, west to longitude 139°17'25"E GDA94,
south to latitude 27°57'40"S GDA94, west to longitude 139°17'20"E GDA94,
south to latitude 27°57'45"S GDA94, west to longitude 139°17'15"E GDA94,
south to latitude 27°57'50"S GDA94, west to longitude 139°17'10"E GDA94,
south to latitude 27°58'25"S GDA94, west to longitude 139°16'50"E GDA94,
north to latitude 27°57'35"S GDA94, west to longitude 139°16'45"E GDA94,
north to latitude 27°57'30"S GDA94, west to longitude 139°16'40"E GDA94,
north to latitude 27°57'20"S GDA94, east to longitude 139°16'45"E GDA94,
north to latitude 27°57'10"S GDA94, east to longitude 139°16'50"E GDA94,
and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°58'3500"S GDA94
and longitude 139°22'00"E GDA94, thence east to longitude 139°23'00"E GDA94,
south to latitude 27°58'50"S GDA94, east to longitude 139°23'25"E GDA94,
south to latitude 27°59'00"S GDA94, east to longitude 139°23'30"E GDA94,
south to latitude 27°59'10"S GDA94, east to longitude 139°23'35"E GDA94,
south to latitude 27°59'30"S GDA94, west to longitude 139°23'30"E GDA94,
south to latitude 27°59'35"S GDA94, west to longitude 139°23'25"E GDA94,
south to latitude 27°59'40"S GDA94, west to longitude 139°23'20"E GDA94,
south to latitude 27°59'45"S GDA94, west to longitude 139°23'05"E GDA94,
north to latitude 27°59'35"S GDA94, west to longitude 139°22'45"E GDA94,
north to latitude 27°59'30"S GDA94, west to longitude 139°22'40"E GDA94,
north to latitude 27°59'15"S GDA94, west to longitude 139°22'30"E GDA94,
south to latitude 27°59'25"S GDA94, west to longitude 139°22'00"E GDA94,
north to latitude 27°59'10"S GDA94, west to longitude 139°21'40"E GDA94,
north to latitude 27°58'45"S GDA94, east to longitude 139°22'00"E GDA94,
and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°00'25"S AGD66
and longitude 139°29'15"E AGD66, thence east to longitude 139°29'45"E AGD66,
south to latitude 28°00'35"S AGD66, east to longitude 139°29'50"E AGD66,
south to latitude 28°00'40"S AGD66, east to longitude 139°29'55"E AGD66,
south to latitude 28°00'45"S AGD66, east to longitude 139°30'20"E AGD66,
south to latitude 28°00'55"S AGD66, east to longitude 139°30'40"E AGD66,
south to latitude 28°01'05"S AGD66, east to longitude 139°30'55"E AGD66,
south to latitude 28°01'10"S AGD66, east to longitude 139°31'15"E AGD66,
south to latitude 28°01'25"S AGD66, east to longitude 139°32'00"E AGD66,
south to latitude 28°02'25"S AGD66, west to longitude 139°30'50"E AGD66,
north to latitude 28°02'10"S AGD66, west to longitude 139°30'20"E AGD66,
north to latitude 28°02'05"S AGD66, west to longitude 139°29'50"E AGD66,
north to latitude 28°01'20"S AGD66, west to longitude 139°29'35"E AGD66,
north to latitude 28°01'10"S AGD66, west to longitude 139°29'25"E AGD66,
north to latitude 28°01'00"S AGD66, west to longitude 139°29'15"E AGD66,
and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°00'25"S GDA94
and longitude 139°16'40"E GDA94, thence east to longitude 139°16'55"E
GDA94,
south to latitude 28°00'40"S GDA94, west to longitude 139°16'50"E GDA94,
south to latitude 28°00'45"S GDA94, east to longitude 139°17'18"E GDA94,
south to latitude 28°01'00"S GDA94, west to longitude 139°17'15"E GDA94,
south to latitude 28°01'10"S GDA94, west to longitude 139°17'10"E GDA94,
south to latitude 28°01'20"S GDA94, west to longitude 139°17'05"E GDA94,
south to latitude 28°01'25"S GDA94, west to longitude 139°17'00"E GDA94,
south to latitude 28°01'30"S GDA94, west to longitude 139°16'35"E GDA94, north to latitude 28°01'25"S GDA94, west to longitude 139°16'30"E GDA94, north to latitude 28°01'20"S GDA94, west to longitude 139°16'25"E GDA94, north to latitude 28°01'05"S GDA94, west to longitude 139°16'20"E GDA94, north to latitude 28°00'40"S GDA94, east to longitude 139°16'30"E GDA94, north to latitude 28°00'35"S GDA94, east to longitude 139°16'35"E GDA94, north to latitude 28°00'30"S GDA94, east to longitude 139°16'40"E GDA94, and north to the point of commencement.

AREA: 1894 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: 92

SR 27/2/170 AREA: 1894 sq km (approx)
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Notation of extension of time to 3 November 2013 by which the licensee must apply for the renewal of Petroleum Exploration Licence PEL 92 is hereby entered on the public register.

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

Date: 27 August 2013

File: 27/2/170
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

SA 2013-02  Native Title Deed of Assignment and Assumption PEL 92 dated 11 December 2012 between Beach Energy Limited and Cooper Energy Limited is hereby entered on the public register.

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

Date:  22 January 2013

Ref:  27/2/170
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Notation of the Grant of Associated Activities Licence AAL 181 (adjunct to PEL 92) is hereby entered on the public register.

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

Date: 10 August 2012

File: F2012/000513
Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 91, 92, 94, 95, 105, 107, 186, 218, 255, 494 and 496

PETROLEUM RETENTION LICENCES
PRLs 1, 2 and 13

PETROLEUM PRODUCTION LICENCES
PPLs 62, 168, 202, 204, 205, 210, 212, 220, 224 and 239

PIPELINE LICENCE
PL 19

GAS STORAGE RETENTION LICENCE
GSRL 27

1. Notation of receipt of security in the form of a Bank Guarantee dated 15 March 2012 is hereby entered on the public register.

2. Security is held to cover any single event occurring in any licence operated by Adelaide Energy Limited or Beach Energy Limited in South Australia.

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

Date: 23 March 2012

File: 27/2/169 27/2/170 27/2/172 27/2/173
27/2/185 27/2/187 27/2/309 27/2/315
27/2/337 27/2/375 27/2/418 27/2/439
28/1/159 28/1/353 28/1/360 28/1/375
28/1/382 28/1/394 28/1/419 28/1/426
28/1/446 F2009/14 F2009/16 F2010/730
F2011/278 F2011/602
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 91, 92, 94, 95, 107, 186 and 218

PETROLEUM PRODUCTION LICENCES
PPLs 204, 205, 210, 212, 220, 224 and 239


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

Date: 23 March 2012

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Notation of the Grant of Associated Activities Licence AAL 171 (adjunct to PEL 92) is hereby entered on the public register.

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

Date: 17 January 2012

File: F2011/754
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Notation of the surrender of Associated Activities Licence AAL 154 (adjunct to PEL 92) is hereby entered on the public register.

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

Date: 22 September 2011

File: 27/02/00120
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 91, 92, 94, 95, 107, 186 and 218

PETROLEUM PRODUCTION LICENCES
PPLs 204, 205, 210, 212, 220, 224 and 239

1. Notation of receipt of security in the form of a Bank Guarantee dated 26 August 2011 is hereby entered on the public register.

2. Security is held to cover any single event occurring in any licence operated by Beach Energy Limited in South Australia.

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

Date: 31 August 2011

File: 27/2/169  28/1/360
       27/2/170  28/1/375
       27/2/172  28/1/382
       27/2/173  28/1/394
       27/2/187  28/1/419
       27/2/315  28/1/426
       27/2/375  F2011/000278
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Licence Condition Extension of Licence Term
Petroleum Exploration Licences—PELS 91 and 92

Extension of Licence Term Associated Activities Licence—AAL 154

PURSUANT to Section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of the abovementioned Petroleum Exploration Licences has been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009, for the following periods:

PEL 91 from and including 5 June 2011 to 4 June 2012.
PEL 92 from and including 5 November 2011 to 4 November 2012.

The terms of PELs 91 and 92 have been extended by a period corresponding to the period of suspension, such that the licences will now expire on the following dates:

PEL 91 will now expire 4 June 2015.
PEL 92 will now expire 4 November 2013.

As a consequence of the suspension and extension of PEL 92, the term of the adjunct Associated Activities Licence AAL 154 is extended, such that AAL 154 will now expire on 4 November 2013.

Dated 16 August 2011.

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

PETROLEUM EXPLORATION LICENCE
PEL 92

ASSOCIATED ACTIVITIES LICENCE
AAL 154

1. Suspension of the work commitments under licence condition 1 of petroleum exploration licence PEL 92 for the period from and including 5 November 2011 to 4 November 2012 is hereby entered on the public register.

2. Extension of the term of PEL 92 by the corresponding period of suspension, such that PEL 92 will now expire on 4 November 2013 is hereby entered on the public register.

3. As a consequence of the suspension and extension of PEL 92, extension of the term of the adjunct associated activities licence AAL 154, such that AAL 154 will now expire on 4 November 2013, is hereby entered on the public register.

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

Date: 16 August 2011

Ref: 27/2/170
F2009/000739
SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 92

EXTENSION OF LICENCE TERM
ASSOCIATED ACTIVITIES LICENCE
AAL 154

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

(a) suspend the work commitments under licence condition 1 of petroleum exploration licence PEL 92 for the period from and including 5 November 2011 to 4 November 2012.

(b) extend the term of PEL 92 by the corresponding period of suspension, such that PEL 92 will now expire 4 November 2013.

(c) as a consequence of the suspension and extension of PEL 92, extend the term of the adjunct associated activities licence AAL 154, such that AAL 154 will now expire on 4 November 2013.

Dated: 16 August 2011

BARRY A. GOLDSTEIN
Executive Director
Petroleum and Geothermal Division
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development
PURSUANT to section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of the abovementioned Petroleum Exploration Licences has been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009, for the following periods:

PEL 91 from and including 5 December 2010 to 4 June 2011.
PEL 92 from and including 5 May 2011 to 4 November 2011.

The terms of PELs 91 and 92 have been extended by a period corresponding to the period of suspension, such that the licences will now expire on the following dates:

PEL 91 will now expire on 4 June 2014.
PEL 92 will now expire on 4 November 2012.

As a consequence of the suspension and extension of PEL 92, the term of the adjunct associated activities licence AAL 154 is extended, such that AAL 154 will now expire on 4 November 2012.

Dated 24 September 2010.

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

PETROLEUM EXPLORATION LICENCE
PEL 92

ASSOCIATED ACTIVITIES LICENCE
AAL 154

1. Suspension of the work commitments under licence condition 1 of petroleum exploration licence PEL 92 for the period from and including 5 May 2011 to 4 November 2011 is hereby entered on the public register.

2. Extension of the term of PEL 92 by the corresponding period of suspension, such that PEL 92 will now expire on 4 November 2012 is hereby entered on the public register.

3. As a consequence of the suspension and extension of PEL 92, extension of the term of the adjunct associated activities licence AAL 154, such that AAL 154 will now expire on 4 November 2012, is hereby entered on the public register.

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

Date: 24 September 2010

Ref: 27/2/170
F2009/000739
Petroleum and Geothermal Energy Act 2000
S.76A

SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 92

EXTENSION OF LICENCE TERM
ASSOCIATED ACTIVITIES LICENCE
AAL 154

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

(a) suspend the work commitments under licence condition 1 of petroleum exploration licence PEL 92 for the period from and including 5 May 2011 to 4 November 2011.

(b) extend the term of PEL 92 by the corresponding period of suspension, such that PEL 92 will now expire 4 November 2012.

(c) As a consequence of the suspension and extension of PEL 92, the term of the adjunct associated activities licence AAL 154 is extended, such that AAL 154 will now expire on 4 November 2012.

Dated: 24 September 2010

ELINOR ALEXANDER
Acting Director Petroleum and Geothermal
Minerals and Energy Resources
Primary Industries and Resources SA
Delegate of the Minister for Mineral Resources Development
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Licence Condition
Extension of Licence Term
Petroleum Exploration Licences—PELs 91, 92, 94, 95, 107 and 218
Extension of Licence Term
Associated Activities Licence—AAL 154

PURSUANT to section 76A of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that Condition 1 of the abovementioned Petroleum Exploration Licences has been suspended under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 1 October 2009, for the following periods:

PEL 91 from and including 5 June 2010 to 4 December 2010;
PEL 92 from and including 5 November 2010 to 4 May 2011;
PEL 94 from and including 5 May 2011 to 4 November 2011;
PEL 95 from and including 30 October 2010 to 29 April 2011;
PEL 107 from and including 2 December 2010 to 1 June 2011; and
PEL 218 from and including 15 April 2011 to 14 October 2011.

The terms of PELs 91, 92, 94, 95, 107 and 218 have been extended by a period corresponding to the period of suspension, such that the licences will now expire on the following dates:

PEL 91 will now expire on 4 December 2013;
PEL 92 will now expire on 4 May 2012;
PEL 94 will now expire on 4 November 2012;
PEL 95 will now expire on 29 April 2012;
PEL 107 will now expire on 1 June 2014; and
PEL 218 will now expire on 14 October 2013.

As a consequence of the suspension and extension of PEL 92, the term of the adjunct Associated Activities Licence AAL 154 is extended, such that AAL 154 will now expire on 4 May 2012.

Dated 25 May 2010.

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

PETROLEUM EXPLORATION LICENCE
PEL 92

ASSOCIATED ACTIVITIES LICENCE
AAL 154

1. Suspension of the work commitments under licence condition 1 of petroleum exploration licence PEL 92 for the period from and including 5 November 2010 to 4 May 2011 is hereby entered on the public register.

2. Extension of the term of PEL 92 by the corresponding period of suspension, such that PEL 92 will now expire on 4 May 2012 is hereby entered on the public register.

3. As a consequence of the suspension and extension of PEL 92, extension of the term of the adjunct associated activities licence AAL 154, such that AAL 154 will now expire on 4 May 2012, is hereby entered on the public register.

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

Date: 25 May 2010

Ref: 27/2/170
F2009/000739
SUSPENSION OF CONDITION
EXTENSION OF LICENCE TERM
PETROLEUM EXPLORATION LICENCE
PEL 92

EXTENSION OF LICENCE TERM
ASSOCIATED ACTIVITIES LICENCE
AAL 154

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

(a) suspend the work commitments under licence condition 1 of petroleum exploration licence PEL 92 for the period from and including 5 November 2010 to 4 May 2011.

(b) extend the term of PEL 92 by the corresponding period of suspension, such that PEL 92 will now expire 4 May 2012.

(c) As a consequence of the suspension and extension of PEL 92, the term of the adjunct associated activities licence AAL 154 is extended, such that AAL 154 will now expire on 4 May 2012.

Dated: 25 May 2010

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

PETROLEUM EXPLORATION LICENCES
PELs 91, 92, 94, 95, 106, 107 and 218

PETROLEUM RETENTION LICENCES
PRLs 13 and 25

PETROLEUM PRODUCTION LICENCES
PPLs 204, 205, 210, 212, 220 and 224

ASSOCIATED ACTIVITIES LICENCES
AAP 18, 82, 98, 128, 146 and 154

1. Notation of change of company name:

From: Beach Petroleum Limited
To: Beach Energy Limited

is hereby entered on the public register

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

Date: 7 January 2010

Ref: 27/2/169  27/2/520
27/2/170  27/2/543
27/2/172  28/1/360
27/2/173  28/1/375
27/2/186  28/1/382
27/2/187  28/1/394
27/2/339  28/1/419
27/2/375  28/1/426
27/2/438  28/1/431
27/2/439  F2009/000739
27/2/512
Certificate of Registration on Change of Name

This is to certify that

BEACH PETROLEUM LIMITED

Australian Company Number 007 617 969
did on the tenth day of December 2009 change its name to

BEACH ENERGY LIMITED

Australian Company Number 007 617 969

The company is a public company.

The company is limited by shares

The company is taken to be registered under the Corporations Act 2001 in South Australia and the date of commencement of registration is the twenty-first day of December, 1961.

Issued by the Australian Securities and Investments Commission on this tenth day of December, 2009.

Anthony Michael D’Aloisio
Chairman
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Notation of the Grant of Associated Activities Licence AAL 154 (adjunct to PEL 92) is hereby entered on the public register.

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

Date: 27 November 2009

File: F2009/000739
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 91, PEL 92, PEL 94, PEL 95, PEL 107, PEL 110

PETROLEUM PRODUCTION LICENCES
PPL 204, PPL 205, PPL 210, PPL 212, PPL 220, PPL 224

PETROLEUM RETENTION LICENCES
PRL 13, PRL 25

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

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

Date: 28 January 2009

File: 27/2/169  28/1/375
27/2/170  28/1/382
27/2/172  28/1/394
27/2/173  28/1/419
27/2/187  28/1/426
27/2/196  27/2/431
28/1/360  27/2/439
Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Notation of the surrender of Associated Facilities Licence AFL 141 (adjunct to PEL 92) is hereby entered on the public register.

[Signature]

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

Date: 21 October 2008

File: 27/2/170
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Following grant of PPL 224 on 9 October 2008, a variation of the licence area of PEL 92 as per the attached Schedule and Map is hereby entered on the public register.

2. The total area of PEL 92 is now 1896 km$^2$ approximately.

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

Date: 9 October 2008

Ref: 28/1/426
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 27°35′00″S AGD66 and longitude 139°10′00″E GDA94, thence east to longitude 139°15′00″E AGD66, south to latitude 27°40′00″S AGD66, east to longitude 139°20′00″E AGD66, south to latitude 27°50′00″S AGD66, east to longitude 139°30′00″E AGD66, south to latitude 27°55′00″S AGD66, east to longitude 139°35′00″E AGD66, south to latitude 28°00′00″S AGD66, east to longitude 139°40′00″E AGD66, south to latitude 28°05′00″S AGD66, west to longitude 139°25′00″E AGD66, south to latitude 28°10′00″S GDA94, west to longitude 139°23′00″E GDA94, south to latitude 28°13′00″S GDA94, west to longitude 139°20′00″E GDA94, north to latitude 28°09′00″S GDA94, west to longitude 139°18′00″E GDA94, north to latitude 28°05′00″S AGD66, west to longitude 139°08′00″E GDA94, north to latitude 28°01′00″S GDA94, west to longitude 139°04′00″E GDA94, north to latitude 27°52′00″S GDA94, east to longitude 139°06′00″E GDA94, north to latitude 27°49′00″S GDA94, east to longitude 139°07′00″E GDA94, north to latitude 27°44′00″S GDA94, east to longitude 139°08′00″E GDA94, north to latitude 27°43′00″S GDA94, east to longitude 139°11′00″E GDA94, north to latitude 27°40′00″S GDA94, west to longitude 139°10′00″E GDA94, and north to the point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°54′20″S GDA94 and longitude 139°20′40″E GDA94, thence east to longitude 139°20′50″E GDA94, south to latitude 27°54′30″S GDA94, east to longitude 139°21′10″E GDA94, south to latitude 27°54′40″S GDA94, east to longitude 139°21′30″E GDA94, south to latitude 27°54′50″S GDA94, east to longitude 139°21′40″E GDA94, south to latitude 27°55′00″S GDA94, east to longitude 139°22′00″E GDA94, south to latitude 27°55′20″S GDA94, west to longitude 139°21′50″E GDA94, south to latitude 27°55′40″S GDA94, west to longitude 139°21′40″E GDA94, south to latitude 27°55′50″S GDA94, west to longitude 139°21′20″E GDA94, south to latitude 27°56′00″S GDA94, west to longitude 139°20′50″E GDA94, north to latitude 27°55′50″S GDA94, west to longitude 139°20′40″E GDA94, north to latitude 27°55′40″S GDA94, west to longitude 139°20′20″E GDA94, north to latitude 27°54′50″S GDA94, east to longitude 139°20′30″E GDA94, north to latitude 27°54′30″S GDA94, east to longitude 139°20′40″E GDA94, and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°55′30″S GDA94 and longitude 139°28′05″E GDA94, thence east to longitude 139°28′50″E GDA94, south to latitude 27°55′40″S GDA94, east to longitude 139°28′55″E GDA94, south to latitude 27°56′05″S GDA94, west to longitude 139°28′50″E GDA94, south to latitude 27°56′15″S GDA94, west to longitude 139°27′55″E GDA94, north to latitude 27°55′55″S GDA94, east to longitude 139°28′05″E GDA94, and north to the point of commencement.
and

Commencing at a point being the intersection of latitude 27°57'05"S GDA94 and longitude 139°16'50"E GDA94, thence east to longitude 139°17'05"E GDA94, south to latitude 27°57'10"S GDA94, east to longitude 139°17'10"E GDA94, south to latitude 27°57'20"S GDA94, east to longitude 139°17'25"E GDA94, south to latitude 27°57'30"S GDA94, east to longitude 139°17'30"E GDA94, south to latitude 27°57'35"S GDA94, west to longitude 139°17'25"E GDA94, south to latitude 27°57'40"S GDA94, west to longitude 139°17'20"E GDA94, south to latitude 27°57'45"S GDA94, west to longitude 139°17'15"E GDA94, south to latitude 27°57'50"S GDA94, west to longitude 139°17'10"E GDA94, south to latitude 27°58'25"S GDA94, west to longitude 139°16'50"E GDA94, north to latitude 27°57'35"S GDA94, west to longitude 139°16'45"E GDA94, north to latitude 27°57'30"S GDA94, west to longitude 139°16'40"E GDA94, north to latitude 27°57'20"S GDA94, east to longitude 139°16'45"E GDA94, north to latitude 27°57'10"S GDA94, east to longitude 139°16'50"E GDA94, and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°58'3500"S GDA94 and longitude 139°22'00"E GDA94, thence east to longitude 139°23'00"E GDA94, south to latitude 27°58'50"S GDA94, east to longitude 139°23'25"E GDA94, south to latitude 27°59'00"S GDA94, east to longitude 139°23'30"E GDA94, south to latitude 27°59'10"S GDA94, east to longitude 139°23'35"E GDA94, south to latitude 27°59'30"S GDA94, east to longitude 139°23'30"E GDA94, south to latitude 27°59'35"S GDA94, west to longitude 139°23'25"E GDA94, south to latitude 27°59'40"S GDA94, west to longitude 139°23'20"E GDA94, south to latitude 27°59'45"S GDA94, west to longitude 139°23'05"E GDA94, north to latitude 27°59'35"S GDA94, west to longitude 139°22'45"E GDA94, north to latitude 27°59'30"S GDA94, west to longitude 139°22'40"E GDA94, north to latitude 27°59'15"S GDA94, west to longitude 139°22'30"E GDA94, south to latitude 27°59'25"S GDA94, west to longitude 139°22'00"E GDA94, north to latitude 27°59'10"S GDA94, west to longitude 139°21'40"E GDA94, north to latitude 27°58'45"S GDA94, east to longitude 139°22'00"E GDA94, and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°00'25"S AGD66 and longitude 139°29'15"E AGD66, thence east to longitude 139°29'45"E AGD66, south to latitude 28°00'35"S AGD66, east to longitude 139°29'50"E AGD66, south to latitude 28°00'40"S AGD66, east to longitude 139°29'55"E AGD66, south to latitude 28°00'45"S AGD66, east to longitude 139°30'20"E AGD66, south to latitude 28°00'55"S AGD66, east to longitude 139°30'40"E AGD66, south to latitude 28°01'05"S AGD66, east to longitude 139°30'55"E AGD66, south to latitude 28°01'30"S AGD66, east to longitude 139°31'15"E AGD66, south to latitude 28°01'45"S AGD66, east to longitude 139°32'00"E AGD66, south to latitude 28°02'25"S AGD66, west to longitude 139°30'50"E AGD66, north to latitude 28°02'10"S AGD66, west to longitude 139°30'20"E AGD66, north to latitude 28°02'05"S AGD66, west to longitude 139°29'50"E AGD66, north to latitude 28°01'20"S AGD66, west to longitude 139°29'35"E AGD66, north to latitude 28°01'10"S AGD66, west to longitude 139°29'25"E AGD66, north to latitude 28°01'00"S AGD66, west to longitude 139°29'15"E AGD66, and north to the point of commencement.

AREA: 1896 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 HEREBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 92

SR 27/2/170 AREA: 1896 sq km (approx)
1. Notation of the grant of Associated Facilities Licence AFL 141 (adjunct to PEL 92) is hereby entered on the public register.

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

Date: 1 July 2008

File: 27/2/537
Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Following grant of PPL 220 on 14 September 2007, a variation of the licence area of PEL 92 as per the attached Schedule and Map is hereby entered on the public register.

2. The total area of PEL 92 is now 1898 km² approximately.

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

Date: 14 September 2007

Ref: 27/2/170
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 27°35'00"S AGD66 and longitude 139°10'00"E GDA94, thence east to longitude 139°15'00"E AGD66, south to latitude 27°40'00"S AGD66, east to longitude 139°20'00"E AGD66, south to latitude 27°50'00"S AGD66, east to longitude 139°30'00"E AGD66, south to latitude 27°55'00"S AGD66, east to longitude 139°35'00"E AGD66, south to latitude 28°00'00"S AGD66, east to longitude 139°40'00"E AGD66, south to latitude 28°05'00"S AGD66, west to longitude 139°25'00"E AGD66, south to latitude 28°10'00"S AGD66, west to longitude 139°23'00"E GDA94, south to latitude 28°13'00"S GDA94, west to longitude 139°20'00"E GDA94, north to latitude 28°09'00"S GDA94, west to longitude 139°18'00"E GDA94, north to latitude 28°05'00"S AGD66, west to longitude 139°08'00"E GDA94, north to latitude 28°01'00"S GDA94, west to longitude 139°04'00"E GDA94, north to latitude 27°52'00"S GDA94, east to longitude 139°06'00"E GDA94, north to latitude 27°49'00"S GDA94, east to longitude 139°07'00"E GDA94, north to latitude 27°44'00"S GDA94, east to longitude 139°08'00"E GDA94, north to latitude 27°43'00"S GDA94, east to longitude 139°11'00"E GDA94, north to latitude 27°40'00"S GDA94, west to longitude 139°10'00"E GDA94, and north to the point of commencement.

But excluding the following areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°55'30"S GDA94 and longitude 139°28'05"E GDA94, thence east to longitude 139°28'50"E GDA94, south to latitude 27°55'40"S GDA94, east to longitude 139°28'55"E GDA94, south to latitude 27°56'05"S GDA94, west to longitude 139°28'50"E GDA94, south to latitude 27°56'15"S GDA94, west to longitude 139°27'55"E GDA94, north to latitude 27°55'55"S GDA94, east to longitude 139°28'05"E GDA94, and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°58'35"S GDA94 and longitude 139°22'00"E GDA94, thence east to longitude 139°23'00"E GDA94, south to latitude 27°58'50"S GDA94, east to longitude 139°23'25"E GDA94, south to latitude 27°59'00"S GDA94, east to longitude 139°23'30"E GDA94, south to latitude 27°59'10"S GDA94, east to longitude 139°23'35"E GDA94, south to latitude 27°59'30"S GDA94, west to longitude 139°23'30"E GDA94, south to latitude 27°59'35"S GDA94, west to longitude 139°23'25"E GDA94, south to latitude 27°59'40"S GDA94, west to longitude 139°23'20"E GDA94, south to latitude 27°59'45"S GDA94, west to longitude 139°23'05"E GDA94,
north to latitude 27°59'35"S GDA94, west to longitude 139°22'45"E GDA94, north to latitude 27°59'30"S GDA94, west to longitude 139°22'40"E GDA94, north to latitude 27°59'15"S GDA94, west to longitude 139°22'30"E GDA94, south to latitude 27°59'25"S GDA94, west to longitude 139°22'00"E GDA94, north to latitude 27°59'10"S GDA94, west to longitude 139°21'40"E GDA94, north to latitude 27°58'45"S GDA94, east to longitude 139°22'00"E GDA94, and north to the point of commencement.

and
Commencing at a point being the intersection of latitude 28°00'25"S AGD66 and longitude 139°29'15"E AGD66, thence to longitude 139°29'45"E AGD66, south to latitude 28°00'35"S AGD66, east to longitude 139°29'50"E AGD66, south to latitude 28°00'40"S AGD66, east to longitude 139°29'55"E AGD66, south to latitude 28°00'45"S AGD66, east to longitude 139°30'20"E AGD66, south to latitude 28°00'55"S AGD66, east to longitude 139°30'40"E AGD66, south to latitude 28°01'05"S AGD66, east to longitude 139°30'55"E AGD66, south to latitude 28°01'30"S AGD66, east to longitude 139°31'15"E AGD66, south to latitude 28°01'45"S AGD66, east to longitude 139°32'00"E AGD66, south to latitude 28°02'25"S AGD66, west to longitude 139°30'50"E AGD66, north to latitude 28°02'10"S AGD66, west to longitude 139°30'20"E AGD66, north to latitude 28°02'05"S AGD66, west to longitude 139°29'50"E AGD66, north to latitude 28°01'20"S AGD66, west to longitude 139°29'35"E AGD66, north to latitude 28°01'10"S AGD66, west to longitude 139°29'25"E AGD66, north to latitude 28°01'00"S AGD66, west to longitude 139°29'15"E AGD66, and north to the point of commencement.

and
Commencing at a point being the intersection of latitude 27°54'20"S GDA94 and longitude 139°20'40"E GDA94, thence east to longitude 139°20'50"E GDA94, south to latitude 27°54'30"S GDA94, east to longitude 139°21'10"E GDA94, south to latitude 27°54'40"S GDA94, east to longitude 139°21'30"E GDA94, south to latitude 27°54'50"S GDA94, east to longitude 139°21'40"E GDA94, south to latitude 27°55'00"S GDA94, east to longitude 139°22'00"E GDA94, south to latitude 27°55'20"S GDA94, west to longitude 139°21'50"E GDA94, south to latitude 27°55'40"S GDA94, west to longitude 139°21'40"E GDA94, south to latitude 27°55'50"S GDA94, west to longitude 139°21'20"E GDA94, south to latitude 27°56'00"S GDA94, west to longitude 139°20'50"E GDA94, north to latitude 27°55'50"S GDA94, west to longitude 139°20'40"E GDA94, north to latitude 27°55'40"S GDA94, west to longitude 139°20'20"E GDA94, north to latitude 27°54'50"S GDA94, east to longitude 139°20'30"E GDA94, north to latitude 27°54'30"S GDA94, east to longitude 139°20'40"E GDA94, and north to the point of commencement.

AREA: 1898 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 HEREBEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 92

SR 27/2/170 AREA: 1898 sq km (approx)
MEMORANDUM

PETROEUM EXPLORATION LICENCES
PEL 91, PEL 92, PEL 94, PEL 95, PEL 107, PEL 110

PETROEUM PRODUCTION LICENCES
PPL 204, PPL 205, PPL 210, PPL 212, PPL 220

PETROEUM RETENTION LICENCE
PRL 13

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

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

Date: 14 September 2007

File:
27/2/169  28/1/360
27/2/170  28/1/375
27/2/172  28/1/382
27/2/173  28/1/394
27/2/187  28/1/419
27/2/196  27/2/439

M 0884.doc
**MEMORANDUM**

**PETROLEUM EXPLORATION LICENCE**  
**PEL 92**

SA 2007-25  
Notation of registrable dealing as evidenced by Priority Deed dated 21 June 2007 between Beach Petroleum Limited, Cooper Energy Limited, Commonwealth Bank of Australia and CBA Corporate Services is hereby entered on the public register.

[Signature]

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

Date: 20 August 2007

Ref: 27/2/170
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 90; PEL 91; PEL 92; PEL 94; PEL 95; PEL 106; PEL 107; PEL 110;
PEL 113 (Saintly & Harpoon/Dunoon Blocks)

PETROLEUM RETENTION LICENCES
PRL 13

PETROLEUM PRODUCTION LICENCES
PPL 203; PPL 204; PPL 205; PPL 209; PPL 210; PPL 211; PPL 212

SA 2007-24 Notation of registrable dealing as evidenced by Deed of
Security dated 28 May 2007 between CBA Corporate Services
(NSW) Pty Limited and Beach Petroleum Limited, Beach
Petroleum (NZ) Pty Ltd, Beach Oil and Gas Pty Limited, Beach
Production Services Pty Limited, Beach Petroleum (Surat) Pty
Limited, Beach Petroleum (Cooper Basin) Pty Limited, Beach
Petroleum (Gippsland) Pty Limited and Mawson Petroleum Pty
Limited is hereby entered on the public register.

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

Date: 20 August 2007

Ref: 27/2/168; 27/2/169; 27/2/170; 27/2/172; 27/2/173; 27/2/186; 27/2/187;
27/2/196; 27/2/199; 27/2/439; 28/1/359; 28/1/360; 28/1/361; 28/1/381;
28/1/382; 28/1/383; 28/1/394
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 90; PEL 91; PEL 92; PEL 94; PEL 95; PEL 106; PEL 107; PEL 110;
PEL 113 (Saintly & Harpoon/Dunoon Blocks)

PETROLEUM RETENTION LICENCES
PRL 13

PETROLEUM PRODUCTION LICENCES
PPL 203; PPL 204; PPL 205; PPL 209; PPL 210; PPL 211; PPL 212

SA 2007-23 Notation of registrable dealing as evidenced by Security Deed
dated 4 September 2006 between Commonwealth Bank of
Australia and Beach Petroleum Limited, Beach Petroleum (NZ)
Pty Ltd, Beach Oil and Gas Pty Limited, Beach Production
Services Pty Limited, Beach Petroleum (Surat) Pty Limited,
Beach Petroleum (Cooper Basin) Pty Limited, Beach
Petroleum (Gippsland) Pty Limited, Mawson Petroleum Pty
Limited, Wandata Pty Ltd, Claremont Petroleum (USA) Pty
Limited, Tagday Pty Ltd, Midland Exploration Pty Limited and
Ocita Pty Ltd is hereby entered on the public register.

[Signature]

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

Date: 20 August 2007

Ref: 27/2/168; 27/2/169; 27/2/170; 27/2/172; 27/2/173; 27/2/186; 27/2/187;
27/2/196; 27/2/199; 27/2/439; 28/1/359; 28/1/360; 28/1/361; 28/1/381;
28/1/382; 28/1/383; 28/1/394
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. With effect from 14 August 2007, the total area of PEL 92 is reduced by 1.72 square kilometres, being the area of PPLA 219 which was consolidated with PPL 205 on 14 August 2007.

2. Variation of licence area as per the attached Schedule and Map is entered on the public register.

3. Total licence area of PEL 92 is now 1904 square kilometres approximately.

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

Date: 14 August 2007

Ref: 27/2/170
THE SCHEDULE

PETROLEUM EXPLORATION LICENCE PEL 92

DESCRIPTION OF AREA

Commencing at a point being the intersection of latitude 27°35'00"S AGD66 and longitude 139°10'00"E GDA94, thence east to longitude 139°15'00"E AGD66, south to latitude 27°40'00"S AGD66, east to longitude 139°20'00"E AGD66, south to latitude 27°50'00"S AGD66, east to longitude 139°30'00"E AGD66, south to latitude 27°55'00"S AGD66, east to longitude 139°35'00"E AGD66, south to latitude 28°00'00"S AGD66, east to longitude 139°40'00"E AGD66, south to latitude 28°05'00"S AGD66, west to longitude 139°25'00"E AGD66, south to latitude 28°10'00"S GDA94, west to longitude 139°23'00"E GDA94, south to latitude 28°13'00"S GDA94, west to longitude 139°20'00"E GDA94, north to latitude 28°09'00"S GDA94, west to longitude 139°18'00"E GDA94, north to latitude 28°05'00"S AGD66, west to longitude 139°08'00"E GDA94, north to latitude 28°01'00"S GDA94, west to longitude 139°04'00"E GDA94, north to latitude 27°52'00"S GDA94, east to longitude 139°06'00"E GDA94, north to latitude 27°49'00"S GDA94, east to longitude 139°07'00"E GDA94, north to latitude 27°44'00"S GDA94, east to longitude 139°08'00"E GDA94, north to latitude 27°43'00"S GDA94, east to longitude 139°11'00"E GDA94, north to latitude 27°40'00"S GDA94, west to longitude 139°10'00"E GDA94, and north to the point of commencement.

But excluding the following areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°55'30"S GDA94 and longitude 139°28'05"E GDA94, thence east to longitude 139°28'50"E GDA94, south to latitude 27°55'40"S GDA94, east to longitude 139°28'55"E GDA94, south to latitude 27°56'05"S GDA94, west to longitude 139°28'50"E GDA94, south to latitude 27°56'15"S GDA94, west to longitude 139°27'55"E GDA94, north to latitude 27°55'55"S GDA94, east to longitude 139°28'05"E GDA94, and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°58'35"S GDA94 and longitude 139°22'00"E GDA94, thence east to longitude 139°23'00"E GDA94, south to latitude 27°58'50"S GDA94, east to longitude 139°23'25"E GDA94, south to latitude 27°59'00"S GDA94, east to longitude 139°23'30"E GDA94, south to latitude 27°59'10"S GDA94, east to longitude 139°23'35"E GDA94, south to latitude 27°59'30"S GDA94, west to longitude 139°23'30"E GDA94,
south to latitude 27°59'35"S GDA94, west to longitude 139°23'25"E GDA94, south to latitude 27°59'40"S GDA94, west to longitude 139°23'20"E GDA94, south to latitude 27°59'45"S GDA94, west to longitude 139°23'05"E GDA94, north to latitude 27°59'35"S GDA94, west to longitude 139°22'45"E GDA94, north to latitude 27°59'30"S GDA94, west to longitude 139°22'40"E GDA94, north to latitude 27°59'15"S GDA94, west to longitude 139°22'30"E GDA94, south to latitude 27°59'25"S GDA94, west to longitude 139°22'00"E GDA94, north to latitude 27°59'10"S GDA94, west to longitude 139°21'40"E GDA94, north to latitude 27°58'45"S GDA94, east to longitude 139°22'00"E GDA94, and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°00'25"S AGD66 and longitude 139°29'15"E AGD66, thence east to longitude 139°29'45"E AGD66, south to latitude 28°00'35"S AGD66, east to longitude 139°29'50"E AGD66, south to latitude 28°00'40"S AGD66, east to longitude 139°29'55"E AGD66, south to latitude 28°00'45"S AGD66, east to longitude 139°30'20"E AGD66, south to latitude 28°00'55"S AGD66, east to longitude 139°30'40"E AGD66, south to latitude 28°01'05"S AGD66, east to longitude 139°30'55"E AGD66, south to latitude 28°01'30"S AGD66, east to longitude 139°31'15"E AGD66, south to latitude 28°01'45"S AGD66, east to longitude 139°32'00"E AGD66, south to latitude 28°02'25"S AGD66, west to longitude 139°30'50"E AGD66, north to latitude 28°02'10"S AGD66, west to longitude 139°30'20"E AGD66, north to latitude 28°02'05"S AGD66, west to longitude 139°29'50"E AGD66, north to latitude 28°01'20"S AGD66, west to longitude 139°29'35"E AGD66, north to latitude 28°01'10"S AGD66, west to longitude 139°29'25"E AGD66, north to latitude 28°01'00"S AGD66, west to longitude 139°29'15"E AGD66, and north to the point of commencement.

AREA: **1904** 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 HEREIN BEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 92

Government of South Australia
Primary Industries and Resources SA

SR 27/2/170 AREA: 1904 sq km (approx)
Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Notation of the surrender of Associated Facilities Licence AFL 13 on 30 January 2007 is hereby entered on the Public Register:

<table>
<thead>
<tr>
<th>Licence</th>
<th>Licensees</th>
<th>Area (km²)</th>
<th>Interests</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFL 13</td>
<td>Beach Petroleum Limited</td>
<td>0.2</td>
<td>75.0%</td>
</tr>
<tr>
<td></td>
<td>Cooper Energy Limited</td>
<td></td>
<td>25.0%</td>
</tr>
</tbody>
</table>

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

Date: 30 January 2007

Ref: 28/1/170
NOTICE is hereby given that the abovementioned licence has been renewed under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 28 March 2002, Gazetted 11 April 2002, page 1573.

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

Commencing at point #1 as defined in the following table, thence east to point #2, south-easterly to point #3, southerly to point #4, north-westerly to point #5, westerly to point #6 and north to the point of commencement.

<table>
<thead>
<tr>
<th>No. of Licence</th>
<th>Licencee</th>
<th>Locality</th>
<th>Date of Expiry</th>
<th>Area in km²</th>
</tr>
</thead>
<tbody>
<tr>
<td>PEL 92</td>
<td>Beach Petroleum Limited Cooper Energy Limited</td>
<td>Cooper Basin of South Australia</td>
<td>4 November 2011</td>
<td>1.906</td>
</tr>
<tr>
<td>AFL 13</td>
<td>Beach Petroleum Limited Cooper Energy Limited</td>
<td>Cooper Basin of South Australia</td>
<td>4 November 2011</td>
<td>0.2</td>
</tr>
<tr>
<td>PEL 95</td>
<td>Beach Petroleum Limited Cooper Energy Limited</td>
<td>Cooper Basin of South Australia</td>
<td>29 October 2011</td>
<td>2.577</td>
</tr>
</tbody>
</table>

Description of Area—PEL 92

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

Commencing at a point being the intersection of latitude 27°35'00"S AGD66 and longitude 139°10'00"E GDA94, thence east to longitude 139°15'00"E AGD66, south to latitude 27°40'00"S AGD66, east to longitude 139°20'00"E AGD66, south to latitude 27°50'00"S AGD66, east to longitude 139°30'00"E AGD66, south to latitude 27°55'00"S AGD66, east to longitude 139°35'00"E AGD66, south to latitude 28°00'00"S AGD66, east to longitude 139°40'00"E AGD66, south to latitude 28°05'00"S AGD66, west to longitude 139°25'00"E AGD66, south to latitude 28°10'00"S GDA94, west to longitude 139°23'00"E GDA94, south to latitude 28°13'00"S GDA94, west to longitude 139°20'00"E GDA94, north to latitude 28°09'00"S GDA94, west to longitude 139°18'00"E GDA94, north to latitude 28°05'00"S AGD66, east to longitude 139°08'00"E GDA94, north to latitude 28°01'00"S GDA94, west to longitude 139°04'00"E GDA94, north to latitude 27°52'00"S GDA94, east to longitude 139°06'00"E GDA94, north to latitude 27°49'00"S GDA94, east to longitude 139°07'00"E GDA94, north to latitude 27°44'00"S GDA94, east to longitude 139°08'00"E GDA94, north to latitude 27°43'00"S GDA94, east to longitude 139°11'00"E GDA94, north to latitude 27°40'00"S GDA94, west to longitude 139°10'00"E GDA94 and north to the point of commencement but excluding the following areas bounded as follows:

Commencing at a point being the intersection of latitude 27°55'30"S GDA94 and longitude 139°28'05"E GDA94, thence east to longitude 139°28'50"E GDA94, south to latitude 27°55'40"S GDA94, east to longitude 139°28'55"E GDA94, south to latitude 27°56'05"S GDA94, west to longitude 139°28'50"E GDA94, south to latitude 27°56'15"S GDA94, west to longitude 139°27'55"E GDA94, north to latitude 27°55'55"S GDA94, east to longitude 139°28'05"E GDA94 and north to the point of commencement;

Commencing at a point being the intersection of latitude 27°58'35"S GDA94 and longitude 139°22'00"E GDA94, thence east to longitude 139°23'00"E GDA94, south to latitude 27°59'05"S GDA94, west to longitude 139°22'50"E GDA94, south to longitude 27°59'15"S GDA94, west to longitude 139°22'30"E GDA94, south to latitude 27°29'25"S GDA94, west to longitude 139°22'00"E GDA94, north to latitude 27°59'10"S GDA94, west to longitude 139°21'40"E GDA94, north to latitude 27°58'45"S GDA94, east to longitude 139°22'00"E GDA94 and north to the point of commencement; and

Commencing at a point being the intersection of latitude 28°00'25"S AGD66 and longitude 139°29'15"E AGD66, thence east to longitude 139°29'45"E AGD66, south to latitude 28°00'35"S AGD66, east to longitude 139°29'50"E AGD66, south to latitude 28°00'40"S AGD66, east to longitude 139°29'55"E AGD66, south to latitude 28°00'45"S AGD66, east to longitude 139°30'20"E AGD66, south to latitude 28°00'55"S AGD66, east to longitude 139°30'40"E AGD66, south to latitude 28°01'05"S AGD66, east to longitude 139°30'55"E AGD66, south to latitude 28°01'30"S AGD66, east to longitude 139°31'15"E AGD66, south to latitude 28°01'45"S AGD66, east to longitude 139°32'00"E AGD66, south to latitude 28°02'25"S AGD66, west to longitude 139°30'50"E AGD66, north to latitude 28°02'10"S AGD66, west to longitude 139°30'20"E AGD66, north to latitude 28°02'05"S AGD66, west to longitude 139°29'50"E AGD66, north to latitude 28°01'20"S AGD66, west to longitude 139°29'35"E AGD66, north to latitude 28°01'10"S AGD66, west to longitude 139°29'25"E AGD66, north to latitude 28°01'00"S AGD66, west to longitude 139°29'15"E AGD66 and north to the point of commencement.

Area: 1.906 km² approximately.

Description of Area—AFL 13

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

Commencing at point #1 as defined in the following table, thence east to point #2, south-easterly to point #3, southerly to point #4, north-westerly to point #5, westerly to point #6 and north to the point of commencement.

<table>
<thead>
<tr>
<th>Boundary Point</th>
<th>Easting (GDA94)</th>
<th>Northing (GDA94)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>352 400</td>
<td>6 899 350</td>
</tr>
<tr>
<td>2</td>
<td>353 367</td>
<td>6 899 350</td>
</tr>
<tr>
<td>3</td>
<td>354 412</td>
<td>6 898 728</td>
</tr>
<tr>
<td>4</td>
<td>354 412</td>
<td>6 898 612</td>
</tr>
<tr>
<td>5</td>
<td>353 339</td>
<td>6 899 250</td>
</tr>
<tr>
<td>6</td>
<td>352 400</td>
<td>6 899 250</td>
</tr>
</tbody>
</table>

Area: 0.2 km² approximately.
Description of Area—PEL 95

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

Commencing at a point being the intersection of latitude 28°30'00"S AGD66 and longitude 140°35'00"E AGD66, thence east to longitude 140°40'00"E AGD66, south to latitude 28°35'00"S AGD66, east to the eastern border of the State of South Australia, thence southerly along the border of the said State to latitude 28°47'00"S GDA94, west to longitude 140°15'40"E AGD66, south to latitude 28°41'30"S AGD66, east to longitude 140°17'10"E AGD66, north to latitude 28°41'30"S AGD66, east to longitude 140°17'40"E AGD66, north to latitude 28°40'00"S AGD66, east to longitude 140°15'30"E AGD66, south to latitude 28°43'55"S GDA94 and longitude 140°20'05"E GDA94, thence east to longitude 140°21'45"E GDA94, south to latitude 28°44'40"S GDA94, west to longitude 140°20'05"E GDA94 and north to the point of commencement but excluding the area bounded as follows:

Commencing at a point being the intersection of latitude 28°43'55"S GDA94 and longitude 140°20'05"E GDA94, thence east to longitude 140°21'45"E GDA94, south to latitude 28°44'40"S GDA94, west to longitude 140°20'05"E GDA94 and north to the point of commencement.

Area: 2 577 km² approximately.

Dated 4 December 2006.

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

FIRST RENEWAL OF
PETROLEUM EXPLORATION LICENCE
PEL 92

and

ASSOCIATED FACILITIES LICENCE
AFL 13

1. Renewal of these licences, effective from 5 November 2006 is hereby entered on the public register.

2. Interests in the licences are:

   Beach Petroleum Limited       75%
   Cooper Energy Limited         25%

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

Date: 4 December 2006

SR 27/2/170
SR 27/2/287
Petroleum Act 2000

FIRST RENEWAL OF
PETROLEUM EXPLORATION LICENCE
PEL 92

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

Beach Petroleum Limited  ACN 007 617 969
Cooper Energy Limited  ACN 096 170 295

(hereinafter referred to as the Licensees) an Exploration Licence in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, to have effect from 5 November 2006 and to expire on 4 November 2011 and carrying the right to one further renewal subject to the provisions of the Petroleum Act 2000.

DESCRIPTION OF AREA

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

CONDITIONS

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

<table>
<thead>
<tr>
<th>Year of Term of Licence</th>
<th>Minimum Work Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>One</td>
<td>Geological and Geophysical studies.</td>
</tr>
<tr>
<td>Two</td>
<td>Acquire 100 km$^2$ 3D seismic; Geological and Geophysical studies.</td>
</tr>
<tr>
<td>Three</td>
<td>Geological and Geophysical studies.</td>
</tr>
<tr>
<td>Four</td>
<td>Drill one well; Geological and Geophysical studies.</td>
</tr>
<tr>
<td>Five</td>
<td>Geological and Geophysical studies</td>
</tr>
</tbody>
</table>
2. In the event that the Licensees during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fail to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.

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

4. The Licensees 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 Licensees 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 Licensees for a sum not less than ten million dollars ($10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
   (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).

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

6. The Licensees shall, upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 22 October 2001 between Beach Petroleum NL, the Minister, and the Edward Landers Dieri People native title claimant party, entered into for the purposes of Section 31 of the Native Title Act 1993.

7. The Licensees will ensure, when preparing an Environmental Impact Report under Part 12 of the Petroleum Act 2000, that the report also includes an assessment of the potential economic consequences for other licensees under the Petroleum Act 2000 or Mining Act, 1971 and owners of land, arising out of proposed regulated activities to be carried out in the licence area.

8. A contract or agreement entered into by the Licensees to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the Petroleum Act 1940 or 2000 cannot transfer, limit or exclude liability under the Petroleum Act 2000 unless written consent of the Minister is obtained.
Date: 4 December 2006

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

Signed by the said LICENSEE

Date: 16/11/06 2006

Michael Scott  
Authorised Representative

Witness

Michael Scott  
Name

Conrad Todd  
Name

Chief Executive Officer  
Position

Cooper Energy Limited  
Company

Exploration Manager  
Position

Cooper Energy Ltd  
Company

Inst 03482.doc Page 3 of 7
Signed by the said LICENSEE

Date: 20th November 2006

Authorised Representative

Hector Gordon

Name

Executive Director

Position

Beach Petroleum Limited

Company

Witness

Canorke Moore

Name

Legal & Corporate Assistant

Position

Beach Petroleum Limited

Company
PETROLEUM EXPLORATION LICENCE

PEL 92

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 27°35'00"S AGD66 and longitude 139°10'00"E GDA94, thence east to longitude 139°15'00"E AGD66, south to latitude 27°40'00"S AGD66, east to longitude 139°20'00"E AGD66, south to latitude 27°50'00"S AGD66, east to longitude 139°30'00"E AGD66, south to latitude 27°55'00"S AGD66, east to longitude 139°35'00"E AGD66, south to latitude 28°00'00"S AGD66, east to longitude 139°40'00"E AGD66, south to latitude 28°05'00"S AGD66, west to longitude 139°25'00"E AGD66, south to latitude 28°10'00"S GDA94, west to longitude 139°23'00"E GDA94, south to latitude 28°13'00"S GDA94, west to longitude 139°20'00"E GDA94, north to latitude 28°09'00"S GDA94, west to longitude 139°18'00"E GDA94, north to latitude 28°05'00"S AGD66, west to longitude 139°08'00"E GDA94, north to latitude 28°01'00"S GDA94, west to longitude 139°04'00"E GDA94, north to latitude 27°52'00"S GDA94, east to longitude 139°06'00"E GDA94, north to latitude 27°49'00"S GDA94, east to longitude 139°07'00"E GDA94, north to latitude 27°44'00"S GDA94, east to longitude 139°08'00"E GDA94, north to latitude 27°43'00"S GDA94, east to longitude 139°11'00"E GDA94, north to latitude 27°40'00"S GDA94, west to longitude 139°10'00"E GDA94, and north to the point of commencement.

But excluding the following areas bounded as follows:-

Commencing at a point being the intersection of latitude 27°55'30"S GDA94 and longitude 139°28'05"E GDA94, thence east to longitude 139°28'50"E GDA94, south to latitude 27°55'40"S GDA94, east to longitude 139°28'55"E GDA94, south to latitude 27°56'05"S GDA94, west to longitude 139°28'50"E GDA94, south to latitude 27°56'15"S GDA94, west to longitude 139°27'55"E GDA94, north to latitude 27°55'55"S GDA94, east to longitude 139°28'05"E GDA94, and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 27°58'35"S GDA94 and longitude 139°22'00"E GDA94, thence east to longitude 139°23'00"E GDA94, south to latitude 27°59'05"S GDA94, west to longitude 139°22'50"E GDA94, south to latitude 27°59'15"S GDA94, west to longitude 139°22'30"E GDA94, south to latitude 27°59'25"S GDA94, west to longitude 139°22'00"E GDA94, north to latitude 27°59'10"S GDA94, west to longitude 139°21'40"E GDA94, north to latitude 27°58'45"S GDA94, east to longitude 139°22'00"E GDA94, and north to the point of commencement.

and

Commencing at a point being the intersection of latitude 28°00'25"S AGD66 and longitude 139°29'15"E AGD66, thence east to longitude 139°29'45"E AGD66, south to latitude 28°00'35"S AGD66, east to longitude 139°29'50"E AGD66, south to latitude 28°00'40"S AGD66, east to longitude 139°29'55"E AGD66, south to latitude 28°00'45"S AGD66, east to longitude 139°30'20"E AGD66, south to latitude 28°00'55"S AGD66, east to longitude 139°30'40"E AGD66, south to latitude 28°01'05"S AGD66, east to longitude 139°30'55"E AGD66,
south to latitude 28°01'30"S AGD66, east to longitude 139°31'15"E AGD66, south to latitude 28°01'45"S AGD66, east to longitude 139°32'00"E AGD66, south to latitude 28°02'25"S AGD66, west to longitude 139°30'50"E AGD66, north to latitude 28°02'10"S AGD66, west to longitude 139°30'20"E AGD66, north to latitude 28°02'05"S AGD66, west to longitude 139°29'50"E AGD66, north to latitude 28°01'20"S AGD66, west to longitude 139°29'35"E AGD66, north to latitude 28°01'10"S AGD66, west to longitude 139°29'25"E AGD66, north to latitude 28°01'00"S AGD66, west to longitude 139°29'15"E AGD66, and north to the point of commencement.

AREA: **1906** 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 HEREBEFOREREFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 92

SR 27/2/170 AREA: 1906 sq km (approx)
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 92 and PEL 95
ASSOCIATED FACILITIES LICENCE
AFL 13

1. Notation of extension of time to 13 October 2006 by which the licensee must apply for the renewal of the above referenced licences is entered on the public register.

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

Date: 8 September 2006

File: 27/2/170
27/2/173
27/2/287
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 27, PEL 91, PEL 92, PEL 94, PEL 95, PEL 107, PEL 110,
PEL 136, PETROLEUM PRODUCTION LICENCES PPL 204,
PPL 205, PPL 210 and PPL 212

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

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

Date: 23 January 2006

File: 27/2/66
27/2/169
27/2/170
27/2/172
27/2/173
27/2/187
27/2/196
27/2/213
28/1/360
28/1/375
28/1/382
28/1/394
MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 88, PEL 90, PEL 92, PEL 93, PEL 100 and PEL 110

PETROLEUM PRODUCTION LICENCES
PPL 204, PPL 205 and PPL 207

1. Notation of change of company name –

   From: Cooper Energy NL
   To: Cooper Energy Limited

   is hereby entered on the public register of licences.

   [Signature]

   BARRY A. GOLDSTEIN
   Director Petroleum
   Minerals and Energy Division
   Delegate of the Minister for Mineral Resources
   Development

Date: 2 June 2005

File: 27/2/166
      27/2/168
      27/2/170
      27/2/171
      27/2/180
      27/2/196
      28/1/360
      28/1/375
      28/1/379
Certificate of the Registration of a Company

Corporations Act 2001 Paragraph 1274 (2) (b)

This is to certify that

COOPER ENERGY NL

Australian Company Number 096 170 295

is a registered company under the Corporations Act 2001
and is taken to be registered in Western Australia.

On the ninth day of March 2001 the company was registered as
a no liability company.

On the twenty-first day of January 2005 the company changed to
a company limited by shares
and the name changed to
COOPER ENERGY LIMITED

The company is a public company.

The day of commencement of registration is
the ninth day of March 2001.

Issued by the
Australian Securities and Investments Commission
on this nineteenth day of May, 2005.

A delegate of the Australian Securities and Investments Commission
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. Notation of grant of the following Associated Facilities Licence on 9 June 2004 is hereby entered on the Public Register:

<table>
<thead>
<tr>
<th>Licence</th>
<th>Licensees</th>
<th>Area (km²)</th>
<th>Interests</th>
</tr>
</thead>
<tbody>
<tr>
<td>AFL 13</td>
<td>Beach Petroleum Limited</td>
<td>0.2</td>
<td>75.0%</td>
</tr>
<tr>
<td></td>
<td>Cooper Energy NL</td>
<td></td>
<td>25.0%</td>
</tr>
</tbody>
</table>

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

Date: 22 April 2005

Ref: 28/1/170
Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PEL 91, PEL 92, PEL 94, PEL 95, PEL 107, PEL 110, PEL 136

and

PETROLEUM PRODUCTION LICENCES PPL 204

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

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

Date: 12 October 2004

File: 27/2/169
       27/2/170
       27/2/172
       27/2/173
       27/2/187
       27/2/196
       27/2/213
       28/1/360
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. The total area of PEL 92 is hereby reduced by 3.0 square kilometres, being the area granted on 12 October 2004 as Petroleum Production Licence PPL 205.

2. Variation of licence area as per the attached Schedule and Map is hereby entered on the public register.

3. Total Licence area of PEL 92 is now 2,865 square kilometres approximately.

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

Date: 12 October 2004

Ref: 27/2/170
THE SCHEDULE

PETROLEUM EXPLORATION LICENCE – PEL 92

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 27°35’00"S AGD66 and longitude 139°00’00"E AGD66, thence east to longitude 139°15’00"E AGD66, south to latitude 27°40’00"S AGD66, east to longitude 139°20’00"E AGD66, south to latitude 27°50’00"S AGD66, east to longitude 139°30’00"E AGD66, south to latitude 27°55’00"S AGD66, east to longitude 139°35’00"E AGD66, south to latitude 28°00’00"S AGD66, east to longitude 139°40’00"E AGD66, south to latitude 28°05’00"S AGD66, west to longitude 139°25’00"E AGD66, south to latitude 28°15’00"S AGD66, west to longitude 139°10’00"E AGD66, north to latitude 28°05’00"S AGD66, west to longitude 139°00’00"E AGD66, and north to point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 28°00’25"S AGD66 and longitude 139°29’15"E AGD66 thence east to longitude 139°29’45"E AGD66, south to latitude 28°00’35"S AGD66, east to longitude 139°29’50"E AGD66, south to latitude 28°00’40"S AGD66, east to longitude 139°29’55"E AGD66, south to latitude 28°00’45"S AGD66, east to longitude 139°30’20"E AGD66, south to latitude 28°00’55"S AGD66, east to longitude 139°30’40"E AGD66, south to latitude 28°01’05"S AGD66, east to longitude 139°30’55"E AGD66, south to latitude 28°01’30"S AGD66, east to longitude 139°31’15"E AGD66, south to latitude 28°01’45"S AGD66, east to longitude 139°32’00"E AGD66, south to latitude 28°02’25"S AGD66, west to longitude 139°30’50"E AGD66, north to latitude 28°02’10"S AGD66, west to longitude 139°30’20"E AGD66, north to latitude 28°02’05"S AGD66, west to longitude 139°29’50"E AGD66, north to latitude 28°01’20"S AGD66, west to longitude 139°29’35"E AGD66, north to latitude 28°01’10"S AGD66, west to longitude 139°29’25"E AGD66, north to latitude 28°01’00"S AGD66, west to longitude 139°29’15"E AGD66, and north to point of commencement.

and

Commencing at a point being the intersection of latitude 27°55’30"S GDA94 and longitude 139°28’05"E GDA94, thence east to longitude 139°28’50"E GDA94, south to latitude 27°55’40"S GDA94, east to longitude 139°28’55"E GDA94, south to latitude 27°56’05"S GDA94, west to longitude 139°28’50"E GDA94, south to latitude 27°56’15"S GDA94, west to longitude 139°27’55"E GDA94, north to latitude 27°55’55"S GDA94, east to longitude 139°28’05"E GDA94, and north to point of commencement.

and

Commencing at a point being the intersection of latitude 27°58’35"S GDA94 and longitude 139°22’00"E GDA94, thence east to longitude 139°22’50"E GDA94, south to latitude 27°59’05"S GDA94, west to longitude 139°22’50"E GDA94, south to latitude 27°59’15"S GDA94, west to longitude 139°22’30"E GDA94, south to latitude 27°59’25"S GDA94, west to longitude 139°22’00"E GDA94, north to latitude 27°59’10"S GDA94, west to longitude 139°21’40"E GDA94, north to latitude 27°58’45"S GDA94, east to longitude 139°22’00"E GDA94, and north to point of commencement.

AREA: 2865 square kilometres approximately.
Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Geocentric Datum of Australia (GDA94), the Australian Geodetic Datum (AGD66) and the schedule.

THE PLAN HEREIN BEFORE REFERRED TO

PETROLEUM EXPLORATION LICENCE NO: 92

SR 27/2/170       AREA: 2865 sq km (approx)
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

1. The total area of PEL 92 is hereby reduced by 2.0 square kilometres, being the area granted on 11 September 2003 as Petroleum Production Licence PPL 204.

2. Variation of licence area as per the attached Schedule and Map is hereby entered on the public register.

3. The calculation of the initial area of PEL 92 at grant should have read 2,870 square kilometres approximately, and is taken into account in the attached schedule and map.

4. Total Licence area of PEL 92 is now 2,868 square kilometres approximately.

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

Date: 11 September 2003

Ref: 27/2/170
THE SCHEDULE

PETROLEUM EXPLORATION LICENCE PEL 92

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 27°35'00"S AGD66 and longitude 139°00'00"E AGD66, thence east to longitude 139°15'00"E AGD66, south to latitude 27°40'00"S AGD66, east to longitude 139°20'00"E AGD66, south to latitude 27°50'00"S AGD66, east to longitude 139°30'00"E AGD66, south to latitude 27°55'00"S AGD66, east to longitude 139°35'00"E AGD66, south to latitude 28°00'00"S AGD66, east to longitude 139°40'00"E AGD66, south to latitude 28°05'00"S AGD66, west to longitude 139°25'00"E AGD66, south to latitude 28°15'00"S AGD66, west to longitude 139°10'00"E AGD66, north to latitude 28°05'00"S AGD66, west to longitude 139°00'00"E AGD66, and north to point of commencement.

But excluding the areas bounded as follows:-

Commencing at a point being the intersection of latitude 28°00'25"S AGD66 and longitude 139°29'15"E AGD66 thence east to longitude 139°29'45"E AGD66, south to latitude 28°00'35"S AGD66, east to longitude 139°29'50"E AGD66, south to latitude 28°00'40"S AGD66, east to longitude 139°29'55"E AGD66, south to latitude 28°00'45"S AGD66, east to longitude 139°30'20"E AGD66, south to latitude 28°00'55"S AGD66, east to longitude 139°30'40"E AGD66, south to latitude 28°01'05"S AGD66, east to longitude 139°30'55"E AGD66, south to latitude 28°01'30"S AGD66, east to longitude 139°31'15"E AGD66, south to latitude 28°01'45"S AGD66, east to longitude 139°32'00"E AGD66, south to latitude 28°02'25"S AGD66, west to longitude 139°30'50"E AGD66, north to latitude 28°02'10"S AGD66, west to longitude 139°30'20"E AGD66, north to latitude 28°02'05"S AGD66, west to longitude 139°29'50"E AGD66, north to latitude 28°01'20"S AGD66, west to longitude 139°29'35"E AGD66, north to latitude 28°01'10"S AGD66, west to longitude 139°29'25"E AGD66, north to latitude 28°01'00"S AGD66, west to longitude 139°29'15"E AGD66, and north to point of commencement.

and

Commencing at a point being the intersection of latitude 27°55'30"S GDA94 and longitude 139°28'05"E GDA94, thence east to longitude 139°28'50"E GDA94, south to latitude 27°55'40"S GDA94, east to longitude 139°28'55"E GDA94, south to latitude 27°56'05"S GDA94, west to longitude 139°28'50"E GDA94, south to latitude 27°56'15"S GDA94, west to longitude 139°27'55"E GDA94, north to latitude 27°55'55"S GDA94, east to longitude 139°28'05"E GDA94, and north to point of commencement.

AREA: 2868 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: 92
Petroleum Act 2000  
S.115  

MEMORANDUM  

PETROLEUM EXPLORATION LICENCES  
PEL 91, PEL 92, PEL 94, PEL 95, PEL 107, PEL 110, PEL 136  

and  

PETROLEUM PRODUCTION LICENCE PPL 204  

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

BARRY A. GOLDSTEIN  
Director Petroleum  
Minerals and Energy Division, PIRSA  
Delegate of the Minister for Mineral Resources Development  

Date: 11 September 2003  

File: 27/2/169  
27/2/170  
27/2/172  
27/2/173  
27/2/187  
27/2/196  
27/2/213  
28/1/360
Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM PRODUCTION LICENCES

PEL's 66, 92, 94, 95, 135, and 136

1. Notation of change of company name –

From: Beach Petroleum NL
To: Beach Petroleum Ltd

is hereby entered on the public register of licences.

[Signature]

BARRY A GOLDSTEIN
Director Petroleum
Minerals Petroleum and Energy, PIRSA
Delegate of the Minister for Mineral Resources
Development

Date: 20 February 2003

File: 27/2/138
27/2/170
27/2/172
27/2/173
27/2/226
27/2/227
Certificate of Registration on Change of Type

This is a certify that

BEACH PETROLEUM NO LIABILITY
Australian Company Number 007 617 969
on the seventeenth day of January 2003 converted to
a company limited by shares
and that the name of the company is now
BEACH PETROLEUM LIMITED
Australian Company Number 007 617 969
The company is a public company.
The company is taken to be registered under the Corporations Act 2001 in South Australia and the date of commencement of registration is the twenty-first day of December, 1961.

Issued by the Australian Securities and Investments Commission on this seventeenth day of January, 2003.

David Knott
Chairman
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

SA 2003-02 Notation of registrable dealing as evidenced by Deed of Assignment dated 10 September 2002 between Beach Petroleum NL and Cooper Energy NL is hereby entered on the public register of licences.

SA 2003-03 Notation of registrable dealing as evidenced by Joint Operating and Production Agreement dated 10 September 2002 between Beach Petroleum NL and Cooper Energy NL is hereby entered on the public register of licences.

Interests in the licence are:

<table>
<thead>
<tr>
<th>Entity</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beach Petroleum Ltd</td>
<td>75%</td>
</tr>
<tr>
<td>Cooper Energy NL</td>
<td>25%</td>
</tr>
</tbody>
</table>

B A GOLDSTEIN
Director Petroleum Minerals, Petroleum and Energy, PIRSA Delegate of the Minister for Mineral Resources Development

Date: February 2003
Petroleum Act 2000
S.115

MEMORANDUM

EXPLORATION LICENCE
PEL 92

1. Notation of receipt of Bank Guarantee dated 8 April 2002 is hereby entered on the public register of licences.

[B.A. Goldstein]

B.A. GOLDSTEIN
Director Petroleum
Office of Minerals and Energy Resources
Deputy of the Minister for Mineral Resources
Development

Date: 23 April 2002

File: 27/2/170
Petroleum Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 92

SA 2002-03
Notation of registrable dealing as evidenced by Heads of Agreement, dated 12 June 2001 between Beach Petroleum NL and Cooper Energy NL is hereby entered on the public register of licences.

[Signature]

B A GOLDSTEIN
Director Petroleum
Office of Minerals and Energy Resources
Delegate of the Minister for Minerals and Energy

Date: 25th February 2002

SR 27/2/170
GRANT OF EXPLORATION LICENCE (P)EL 92

NOTICE is hereby given that the undermentioned Exploration Licence has been granted under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 25 September 2000, Gazetted 28 September 2000, page 2289.

R. A. LAWS, Director Petroleum, Office of Minerals and Energy Resources, Delegate of the Minister for Minerals and Energy

<table>
<thead>
<tr>
<th>No. of Licence</th>
<th>Licencee</th>
<th>Locality</th>
<th>Date of Expiry</th>
<th>Area in km²</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>92</td>
<td>Beach Petroleum NL</td>
<td>Cooper Basin of South Australia</td>
<td>4 November 2006</td>
<td>2 878</td>
<td>SR.27.2.170</td>
</tr>
</tbody>
</table>

Description of the Area

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 27°35’S and longitude 139°00’E, thence east to longitude 139°15’E, south to latitude 27°40’S, east to longitude 139°20’E, south to latitude 27°50’S, east to longitude 139°30’E, south to latitude 27°55’S, east to longitude 139°35’E, south to latitude 28°00’E, east to longitude 139°40’E, south to latitude 28°05’S, west to longitude 139°25’E, south to latitude 28°15’S, west to longitude 139°10’E, north to latitude 28°05’S, west to longitude 139°00’E, and north to the point of commencement but excluding the area bounded as follows:

Commencing at a point being the intersection of latitude 28°00’25”S and longitude 139°29’15”E, thence east to longitude 139°29’45”E, south to latitude 28°00’35”S, east to longitude 139°29’50”E, south to latitude 28°00’40”S, east to longitude 139°29’55”E, south to latitude 28°00’45”S, east to longitude 139°30’20”E, south to latitude 28°00’55”S, east to longitude 139°30’40”E, south to latitude 28°01’05”S, east to longitude 139°30’55”E, south to latitude 28°01’30”S, east to longitude 139°31’15”E, south to latitude 28°01’45”S, east to longitude 139°32’00”E, south to latitude 28°02’25”S, west to longitude 139°30’50”E, north to latitude 28°02’10”S, west to longitude 139°30’20”E, north to latitude 28°02’05”S, west to longitude 139°29’50”E, north to latitude 28°01’20”S, west to longitude 139°29’35”E, north to latitude 28°01’10”S, west to longitude 139°29’25”E, north to latitude 28°01’00”S, west to longitude 139°29’15”E, and north to the point of commencement, all the within latitudes and longitudes are geodetic and expressed in terms of the Australian Geodetic Datum as defined on p. 4984 of Commonwealth Gazette number 84 dated 6 October 1966.

Area: 2 878 km² approximately.

GRANT OF EXPLORATION LICENCE (P)EL 93

NOTICE is hereby given that the undermentioned Exploration Licence has been granted under the provisions of the Petroleum Act 2000, pursuant to delegated powers dated 25 September 2000, Gazetted 28 September 2000, page 2289.

R. A. LAWS, Director Petroleum, Office of Minerals and Energy Resources, Delegate of the Minister for Minerals and Energy

<table>
<thead>
<tr>
<th>No. of Licence</th>
<th>Licencee</th>
<th>Locality</th>
<th>Date of Expiry</th>
<th>Area in km²</th>
<th>Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>93</td>
<td>Stuart Petroleum NL</td>
<td>Cooper Basin of South Australia</td>
<td>4 November 2006</td>
<td>1 884</td>
<td>SR.27.2.171</td>
</tr>
</tbody>
</table>

Description of the Area

All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 28°15’S and longitude 139°25’E, thence east to longitude 139°50’E, south to latitude 28°40’S, west to longitude 139°25’E and north to the point of commencement, all the within latitudes and longitudes are geodetic and expressed in terms of the Australian Geodetic Datum as defined on p. 4984 of Commonwealth Gazette number 84 dated 6 October 1966.

Area: 1 884 km² approximately.
MEMORANDUM

PETROLEUM EXPLORATION LICENCE NO. (P)EL 92

1. This Licence granted on 5 November 2001 is hereby entered on the Petroleum Register.

2. Deed pursuant to Section 31 of the Native Title Act 1993 dated 22 October 2001 between The Honourable Wayne Matthew, Minister for Minerals and Energy for and on behalf of the State of South Australia (Minister) and the Edward Landers Dieri people and Beach Petroleum No Liability and the Ngayana Dieri Karna (Aboriginal Corporation), is hereby entered on the Petroleum Register.

3. Interests in the Licence are:

   Beach Petroleum NL 100%

R A LAWS
Director Petroleum
Office of Minerals and Energy Resources
Delegate of the Minister for Minerals and Energy

Date: 5 November 2001

SR 27/2/170
PETROLEUM ACT 2000

EXPLORATION LICENCE NO. 92

I, ROBERT ANTHONY LAWS, Director Petroleum, Office of Minerals and Energy Resources, in the State of South Australia pursuant to the provisions of the Petroleum Act, 2000 and all other enabling powers, for and on behalf of Wayne Anthony Matthew, Minister for Minerals and Energy (Minister), pursuant to delegation dated 25 September 2000, (refer Government Gazette dated 28 September 2000 page 2289), HEREBY GRANT to:

Beach Petroleum NL
ACN 007 617 969

(hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated resources except a source of geothermal energy in respect of the area set out below, to have effect for a term of five years and to expire on 4 November 2006 but carrying two further term rights of renewal under the Petroleum Act 2000.

DESCRIPTION OF AREA

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

CONDITIONS

1. During the term of the licence, the Licensee shall carry out or cause to be carried out exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one and two 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>Drill one well to pre-Permian basement; acquire 200 km 2D seismic data; reprocess 300 km seismic data; geological and geophysical studies.</td>
</tr>
<tr>
<td>Two</td>
<td>Drill one well to pre-Permian basement; acquire 100 km 2D seismic data; reprocess 50 km seismic data; geological and geophysical studies.</td>
</tr>
<tr>
<td>Three/Four</td>
<td>Acquire 50 km 2D seismic data; geological and geophysical studies. Drill one well to pre-Permian basement; acquire 50 km 2D seismic data; geological and geophysical studies.</td>
</tr>
<tr>
<td>Five</td>
<td>Drill one well to sufficient depth to pre-Permian basement; geological and geophysical studies.</td>
</tr>
</tbody>
</table>
2. In the event that the Licensee during any year of the term of this licence (a year being the period of twelve calendar months ending on the anniversary of the date upon which this licence comes into force) fails to comply with the work program requirements of this licence, it is an express term of this licence that the Minister may, at his discretion, either cancel this licence or authorise such variation to these requirements as the Minister thinks fit.

3. The Licensee shall during periods determined by the Minister lodge and maintain a security of $50,000 (fifty thousand dollars) with the Minister in the form acceptable to the Minister for the satisfaction of obligations arising under the Act or this licence.

4. The Licensee must:

(a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars ($20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;

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

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

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

6. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 22 October 2001 between the Licensee, the Minister and the Edward Landers Dieri People native title claimant party, entered into for the purposes of Section 31 of the Native Title Act 1993.

7. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the Petroleum Act, 2000, that the report also includes an assessment of the potential economic consequences for other licensees under the Petroleum Act, 2000 or Mining Act, 1971 and owners of land, arising out of proposed regulated activities to be carried out in the licence area.
8. A contract or agreement entered into by the licensee to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the Petroleum Act, 1940 or 2000 cannot transfer, limit or exclude liability under the Petroleum Act, 2000 unless written consent of the Minister is obtained.

9. The Licensee and any staff, consultants and contractors of the Licensee shall abide by any rules the Minister may from time to time establish for safe driving on roads and use of roads in the Cooper Basin region (herein defined to be that area bounded by 29°30' south latitude, 139° east longitude and the border of South Australia with Queensland).

Signed by the Director Petroleum,
Office of Minerals and Energy Resources at
this .......... day of .......... 2001

R A LAWS
Director Petroleum
Office of Minerals and Energy Resources
Delegate of the Minister for Minerals and Energy

Signed sealed and delivered
by the said LICENSEE
this 24th ........ day of October .......... 2001

The Common Seal of BEACH PETROLEUM NL
was hereto affixed by

SECRETARY
Common Seal
DIRECTOR
EXPLORATION LICENCE NO. 92

(AREA CO98-G)

DESCRIPTION OF AREA

All that part of the State of South Australia bounded as follows as shown on the attached plan:

Commencing at a point being the intersection of latitude 27° 35' S and longitude 139° 00' E, thence east to longitude 139° 15' E, south to latitude 27° 40' S, east to longitude 139° 20' E, south to latitude 27° 50' S, east to longitude 139° 30' E, south to latitude 27° 55' S, east to longitude 139° 35' E, south to latitude 28° 00' S, east to longitude 139° 40' E, south to latitude 28° 05' S, west to longitude 139° 25' E, south to latitude 28° 15' S, west to longitude 139° 10' E, north to latitude 28° 05' S, west to longitude 139° 00' E, and north to the point of commencement but excluding the area bounded as follows: commencing at a point being the intersection of latitude 28° 00' 25" S and longitude 139° 29' 15" E, thence east to longitude 139° 29' 45" E, south to latitude 28° 00' 35" S, east to longitude 139° 29' 50" E, south to latitude 28° 00' 40" S, east to longitude 139° 29' 55" E, south to latitude 28° 00' 45" S, east to longitude 139° 30' 20" E, south to latitude 28° 00' 55" S, east to longitude 139° 30' 40" E, south to latitude 28° 01' 05" S, east to longitude 139° 30' 55" E, south to latitude 28° 01' 30" S, east to longitude 139° 31' 15" E, south to latitude 28° 01' 45" S, east to longitude 139° 32' 00" E, south to latitude 28° 02' 25" S, west to longitude 139° 30' 50" E, north to latitude 28° 02' 10" S, west to longitude 139° 30' 20" E, north to latitude 28° 02' 05" S, west to longitude 139° 29' 50" E, north to latitude 28° 01' 20" S, west to longitude 139° 29' 35" E, north to latitude 28° 01' 10" S, west to longitude 139° 29' 25" E, north to latitude 28° 01' 00" S, west to longitude 139° 29' 15" E, and north to the point of commencement.

All the within latitudes and longitudes are geodetic and expressed in terms of the Australian Geodetic Datum as defined on p.4984 of Commonwealth Gazette number 84 dated October 6, 1966.

AREA: 2878 square kilometres approximately.
Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Geocentric Datum of Australia (GDA94) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

BEACH PETROLEUM NL

PETROLEUM EXPLORATION LICENCE NO: 92
THE HONOURABLE WAYNE MATTHEW
MINISTER FOR MINERALS AND ENERGY
FOR AND ON BEHALF OF THE STATE OF SOUTH AUSTRALIA
('Government Party')

and

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

and

BEACH PETROLEUM NO LIABILITY
('Grantee Party')

and

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

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

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

COMMISSIONER OF STATE TAXATION
S.A. STAMP DUTY PAID $10.00

DEED

THIS DEED is made the 23rd day of October 2001

BETWEEN

THE HONOURABLE WAYNE MATTHEW, MINISTER FOR MINERALS & ENERGY of Level 12, 211 Victoria Square Adelaide South Australia 5000 for and on behalf of the State of South Australia

('Government Party')

AND

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

('Native Title Party')

AND

BEACH PETROLEUM NO LIABILITY ABN 20 007 617 969 of Level 1, 25 Conyngham Street, Glenside South Australia 5065

('Grantee Party')

AND

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

('Association')
RECITALS

WHEREAS:

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

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

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

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

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

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

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

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

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

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

OPERATIVE PROVISIONS

The parties agree:

1. INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

(l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them;
(m) the meaning of general words will not be limited by reference to accompanying specific words;

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

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

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

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

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

2. DEFINITIONS

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

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

(a) the grant of the Licence; and

(b) the Grantee Party exercising its rights and entitlements and discharging its obligations under the Licence; or

(c) either of those things;

'Applicable Law' means every law and regulation (whether of the Commonwealth or of the State) from time to time in operation in the State which is applicable to a party including any such laws relating to native title, mining, the environment, or Aboriginal heritage;
'Association' means the association or corporation named in Part 2 of Schedule 2 of this Deed;

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

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

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

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

'Government Party' means the State of South Australia;

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

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

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

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

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

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

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

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

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

'Native Title Application' means the Application for Determination of Native Title filed in the Federal Court of Australia by the Native Title Party and described in Part 1 of Schedule 2;
'Native Title Claim Group' has the same meaning as in the Native Title Act;

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

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

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

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

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

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

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

'State' means the State of South Australia.

3. COMMENCEMENT AND TERM

3.1 This Deed commences on the Commencement Day.

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

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

4. AUTHORITY TO ENTER INTO DEED

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

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

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

5.1 The Native Title Party:

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

(i) the Petroleum Act;

(ii) any Applicable Law; and

(iii) this Deed;

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

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

5.2 It is the intention of the Negotiation Parties that:

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

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

5.3 The Negotiation Parties acknowledge that:

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

(b) subject to clause 5.3 (c) for the purposes of Section 26D(2)(c) of the Native Title Act, if a Later Act occurs or is done in relation to the Licence Area, Sub-division P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act; and

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

5.4 The Grantee Party covenants with the other Negotiation Parties that it will carry out activities under a Licence on the Licence Area in accordance with:
(a) the Petroleum Act;
(b) all Applicable Law;
(c) the provisions of this Deed; and
(d) good petroleum industry practice.

6. NATIVE TITLE ACT & PETROLEUM ACT

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

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

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

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

(c) the South Australian Parliament.

7. PRODUCTION PAYMENTS

7.1 For better facilitating the administration of this Deed Explorer will pay to the Association the sum of $5,000.00 per annum in respect of the PEL provided:

(a) the first payment shall be made on the signing of this Deed by all members of the Native Title Party and execution by the Association;

(b) thereafter each annual payment shall be made within 7 days following the anniversary of the date of grant of the PEL;

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

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

(e) the maximum payable under this provision is $25,000.00 for the PEL.

7.2 The Grantee Party agrees:

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

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

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

7.4 Each payment by the State shall be made:

(a) for and on behalf of the Grantee Party;

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

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

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

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

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

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

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

8. **ANCILLARY AGREEMENT**

The Grantee Party and the Native Title Party have agreed to enter into an Ancillary Agreement and for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under that Ancillary Agreement for the benefit of the Native Title Party as are more specifically set out therein, also to include the Association as a party to that Ancillary Agreement.
9. **GOVERNMENT PARTY NOT LIABLE FOR ANCILLARY AGREEMENT**

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

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

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

11. **DEED PREVAILS**

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

12. **ENVIRONMENTAL PROTECTION AND REHABILITATION**

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

13. **NO ACKNOWLEDGEMENT OF NATIVE TITLE**

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

14. **ASSIGNMENT**

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

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

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

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

The Government Party’s address: The Minister for Minerals & Energy
C/- The Director, Petroleum Group
Level 7, 101 Grenfell Street
Adelaide SA 5000
Facsimile number: (08) 8463 3202

Native Title Party’s address: The Edward Landers Dieri People
C/- Camatta Lempens Pty Ltd
Barristers and Solicitors
First Floor, 345 King William Street
Adelaide South Australia 5000
Facsimile number: (08) 8410 0566

Grantee Party’s address: Beach Petroleum No Liability
Level 1, 25 Conyngham Street
Glenside South Australia 5065
Facsimile number: (08) 8338 2336

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

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

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

16. GOVERNING LAW

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

17. COUNTERPARTS

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

18.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.

18.2 Each party will pay its own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for Stamp Duty which will be borne and paid by the Government Party.

18.3 In recognition of:

(a) the protracted nature of the negotiations and other factors peculiar to, and limited to, these negotiations that have led to this Deed;

(b) the fact that this Deed is the first of its kind in relation to the Cooper Basin region of South Australia; and

(c) the agreement of the Association to participate in the future management and administration of this Deed

the Grantee Party agrees to pay the Association a special non-recurrent payment of $7,000.00 and the Government Party agrees to pay the Association a further special non-recurrent payment of $9,091.00. These payments shall be made to the Association on the Commencement Day.

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

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

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

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

18.5 In this clause 18:

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

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

**EXECUTED** by the parties as a Deed.
THE COMMON SEAL of the MINISTER for Minerals and Energy was hereunto affixed in the presence of

Witness

Name: PAIGE E. HAYWARD
Address: LEVEL 12, 211 VICTORIA SQ
Adelaide SA 5000
Occupation: ADVISER

The Honourable
Wayne Anthony Matthew
Minister for Minerals and Energy

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

Witness

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

DAVID MUNGERANIE
David Mungeranie

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

Witness

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

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

Witness

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

Rhonda Kennedy Gepp

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

Witness

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

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

Witness

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

Edward Landers

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

Witness

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

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

(Committee Officer)
E. LANDER
(Print name of Officer)
12 QUIRKE AY
HYALLA
(Address of Officer)
C. Member
(Office held in Association)

Rhonda Kennedy Gepp
(Committee Officer)
R. Kennedy Gepp
(Print name of Officer)
Morree, S.A
(Address of Officer)
C. Member
(Office held in Association)

Sylvia Stuart
(Committee Officer)
Sylvia Stuart
(Print name of Officer)
13 COOK ST
Port Augusta
(Address of Officer)
C. Member
(Office held in Association)
THE COMMON SEAL of BEACH PETROLEUM NO LIABILITY was affixed hereto in accordance with its Constitution in the presence of:

(Director)

ROBERT MICHAEL KENNEDY
(Print name of Officer)

(Director Secretary)

REGINALD GEORGE NELSON
(Print name of Officer)
SCHEDULE 1: THE LICENCE APPLICATION AND MAP OF THE LICENCE AREA
PRIMARY INDUSTRIES AND RESOURCES SA
APPLICATION FOR PETROLEUM EXPLORATION LICENCE
PETROLEUM ACT, 1940 (SECTION 7)

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

Beach Petroleum N.L., A.C.N. 007 617 969, Level 1, 25 Conyngham Street, Glenside, in the State of South Australia hereby makes application for the grant of a petroleum exploration licence in respect of the area described hereunder

DESCRIPTION OF AREA

<table>
<thead>
<tr>
<th>BLOCK</th>
<th>APPROXIMATE AREA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>KM²</td>
</tr>
<tr>
<td>CC98-G</td>
<td>2878</td>
</tr>
</tbody>
</table>

Details in support of the application and the application fee of A$2240 are attached.

THE COMMON SEAL of
BEACH PETROLEUM N.L.
Was hereunto affixed in the
Presence of:

[Signature]
Secretary

[Signature]
Director

Dated this 8th day of March 1999
## PROPOSED EXPLORATORY OPERATIONS

Five Year Work Program for Block CO98-G.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>WORK PROGRAM</th>
<th>ESTIMATED EXPENDITURE (£ Million)</th>
</tr>
</thead>
</table>
| Firm Exploratory Operations | One | 1 Well  
200km Seismic  
300km Reprocessing  
Geological and Geophysical Studies | 1.70 |
| | Two | 1 Well  
100km Seismic  
50km Reprocessing  
Geological and Geophysical Studies | 1.30 |
| Sub-Total | Three | 50km Seismic  
Geological and Geophysical Studies | 0.25 |
| Contingent Exploratory Operations | Four | 1 Well  
50km Seismic  
Geological and Geophysical Studies | 1.10 |
| | Five | 1 Well  
Geological and Geophysical Studies | 1.00 |
| Sub-Total | | 2 Wells  
100km Seismic  
Geological and Geophysical Studies | 2.55 |
| TO DATE | | 3 Wells  
200km Seismic  
50km Reprocessing  
Geological and Geophysical Studies | |

### Exploration Access

Beach Petroleum N.L., as Operator, will ensure all exploration activities are carried out under the provisions of the Petroleum Act and Regulations.

In addition, European and Aboriginal heritage sites will not be disturbed and the Operator will adopt the Santos Ltd Codes of Environmental Practice for exploration and production within the Cooper/Eromanga Basins. To assist with identification and avoidance of Aboriginal heritage sites, the proposed Joint Venture is willing to develop a dialogue with Aboriginal people having associations with the licence area.
All the within latitudes and longitudes are geodetic and expressed in terms of the Australian Geodetic Datum as defined on p.4984 of Commonwealth Gazette number 84 dated October 6, 1966.

AREA: 2878 square kilometres approximately.
NOTE: There is no warranty that the boundary of this licence is correct in relation to other features on the map. The boundary is to be ascertained by reference to the Australian Geodetic Datum and the schedule.

THE PLAN HEREBEFONE REFERRED TO
BEACH PETROLEUM N.L.
PETROLEUM EXPLORATION LICENCE NO. (CO98-G)

SR 27/2/170  AREA: 2878 sq km (approx)
SCHEDULE 2: PART 1: THE NATIVE TITLE APPLICATION AND MAP OF THE CLAIM AREA
<table>
<thead>
<tr>
<th>Application numbers</th>
<th>Federal Court number: SG6017/98</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NNTT number: SC97/4</td>
</tr>
</tbody>
</table>

| Application name | The Edward Landers Diidi People's Native Title Claim |

| Name of body where application filed | National Native Title Tribunal |

| Date application filed | 21/08/1997 |

| Current stage(s) | Notification Complete - Awaiting Orders |

| Applicants | David Mungeranie, Irene Kemp, Rhonda Kennedy-Gepp, Sylvia Stewart, Edward Landers, Nellie Edge |

<table>
<thead>
<tr>
<th>Address for service</th>
<th>Camatta Lempens</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Level 1</td>
</tr>
<tr>
<td></td>
<td>345 King William Street</td>
</tr>
<tr>
<td></td>
<td>ADELAIDE SA 5000</td>
</tr>
<tr>
<td></td>
<td>Phone: 08-84100211</td>
</tr>
<tr>
<td></td>
<td>Fax: 08-84100566</td>
</tr>
</tbody>
</table>

| Persons claiming to hold native title | The Diidi Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area that is the subject of the claim and who- |

1. Are related by means of the principle of descent to the following apical ancestors:
   1.1 Ruby Merrick and Tim Maalalha (also known as Tim Merrick) who are the parents of the sibling set - Martin, Gottlieb, Rebecca, Selma (or Thelma);
   1.2 Kunuputhanta (known as 'Queen Annie') mother of Karla-warru (also known as Annie);
   1.3 Mary Dixon (born at Killalpaninna) mother of the sibling set - Dear Dear (known as Tear), Jack Garrett, George Mungeranie, Joe Shaw, and Henry;
   1.4 Bertha mother of the sibling set - Johannes and Susanna
   1.5 Walter Kennedy husband of Selma (also known as Thelma) née Merrick;
   1.6 Florrie wife of Martin Merrick, and;
   1.7 The man Pirungipana (born at Lake Hope) and the woman Kulibani (born at Kalarumna) who are the parents of Sam Timubana (or Dindibana Giftimirini).

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

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

4. Note with regard to those named applicants in accordance with 2. and 3. above, that the principle of authority, based on traditional laws and customs, incorporates the potential transfer of this authority to appropriate persons in future generations.
5. This native claim group however specifically excludes all of those people listed as being
the applicant group in the particulars of claim filed in the Federal Court matter No. SG664 of
1999 being the Dieri People Angus Warren and Others, whilst those people's names appear
as members of that applicant group.

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

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

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

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

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

| Area | Jurisdiction: South Australia
|      | Location: From Maree in the south to Cameron Corner in the east, to Hodden Corner in
|      | the north east, following the QLD border to Lake Teetaraboie, south west to Gypsum Cliff,
|      | west to Lake Eyre, south to Maree.
|      | Local government region(s): Outback Areas Community Development Trust
|      | ATSIC region(s): Nulla Wirrila Kutju Regional Council
|      | Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc
|      | Approximate size: 87733 sq km
|      | (Note: There may be areas within the external boundary of the application that are not
|      | claimed.)
|      | Land/ water and/or sea: Land/Water

Area covered by the claim (as detailed in the application):
The external boundaries of the area of land and waters covered by the application are
described in attached map, marked as Map Schedule C.

The area covered by the application is:
That area which is wholly within the State of South Australia, marked in the attached map marked "Map Schedule C", including the land and water inside the marked area commencing at a point on the south western edge of Lake Blanche, approximated as being 29.209750 degrees Latitude South, 139.452709 degrees Longitude East, the boundary then traverses in a north easterly direction to the northern most part of Lake Blanche, approximated as being 29.126964 degrees Latitude South, 139.617362 degrees Longitude East, then proceeds to the centre of Moomba townsite, approximated as being 28.1167 degrees Latitude South, 140.183 degrees Longitude East.

The boundary then proceeds northerly till it intersects with the boundary of Innaminka Regional Reserve, approximated as being 27.677953 degrees Latitude South, 140.183855 degrees Longitude East. The boundary then traverses north westerly, then westerly then northerly, along the said reserve boundary until a north westerly corner of the reserve, approximated as being 26.955639 degrees Latitude South, 139.874564 degrees Longitude East, which is also coincidental with the boundary of SC98/001.

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

The boundary then proceeds in a south westerly direction through the point, being coincidental with the boundary of SC97/003, approximated as being 27.789322 degrees Latitude South, 138.719957 degrees Longitude East, then proceeds in a west south westerly direction to The Warburton at the point approximated as being 27.866271 degrees Latitude South, 138.101381 degrees Longitude East, and enters the centre of The Warburton then proceeds in a north westerly then south westerly direction along the centre line of The Warburton to a point approximated as being 27.876385 degrees Latitude South, 137.265386 degrees Longitude East, being coincidental with SC97/003.

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

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<thead>
<tr>
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<tbody>
<tr>
<td>137.351613</td>
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<tr>
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</table>

From here the boundary proceeds along the centre of Frome River, represented by the following points:

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</thead>
<tbody>
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<tr>
<td>138.397710</td>
<td>29.794081</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
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<th>Latitude South</th>
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</thead>
<tbody>
<tr>
<td>138.793263</td>
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<tr>
<td>139.278436</td>
<td>29.198113</td>
</tr>
<tr>
<td>139.368826</td>
<td>29.151426</td>
</tr>
</tbody>
</table>

Being west of the lake system associated with Lake Blanche.

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

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

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

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

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

In particular the following are excluded:

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

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

For the avoidance of doubt, the following acts which occurred on or before the 23rd of December 1996, where valid (including because of Division 2 or 2A of Part 2 of the NTA) are included or, for present purposes, are to be treated as included in the definition of "previous exclusive possession acts", unless excluded from the definition by subsection 218(9), (9A), (9B), (9C) or (9D).

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

(i) a schedule interest (see s249C of the NTA) including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and conditions of the lease;

(ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249);

(iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246);

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

<table>
<thead>
<tr>
<th>Registration information</th>
<th>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date claim entered on Register of Native Title Claims:</td>
<td>22/08/1997</td>
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<td>Registration test status:</td>
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<td>Registration history:</td>
<td>Registered from 22/08/1997.</td>
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</table>


<table>
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<tr>
<th>NNTT contact details</th>
<th>Case manager: Monica Khoui</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>National Native Title Tribunal</td>
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<tr>
<td></td>
<td>Level 10</td>
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<tr>
<td></td>
<td>Chesser House</td>
</tr>
<tr>
<td></td>
<td>91 Grenfell Street</td>
</tr>
<tr>
<td></td>
<td>ADELAIDE SA 5000</td>
</tr>
<tr>
<td></td>
<td>GPO Box 9973</td>
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<tr>
<td></td>
<td>ADELAIDE SA 5001</td>
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<tr>
<td>Phone:</td>
<td>(08) 8306 1230</td>
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<tr>
<td></td>
<td>Freecall 1800 640 501</td>
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<td>Fax:</td>
<td>(08) 8224 0939</td>
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<tr>
<td>Web page:</td>
<td><a href="http://www.nntt.gov.au">www.nntt.gov.au</a></td>
</tr>
</tbody>
</table>
SC97/4(SG6017/98) DIERI PEOPLE

Raster 1:250,000 topographic maps sourced from AUSLIS
Application boundaries sourced from the Resource Information Group, DEHAA
(and modified by NNTT)

Latitude and Longitude based on the Australian Geodetic Datum 1984

Native Title Application
Application Area = 46,644.191 sqkm

Location of SC97/4 within South Australia
SCHEDULE 2: PART 2: ASSOCIATION
Certificate of Incorporation of an Aboriginal Association

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

NGAYANA DIERI KARNA ABORIGINAL CORPORATION

has this day been incorporated under the Act.

Dated this 19th day of October, 2001.

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

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

Production Payments

1. Tax Invoice for GST component

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

2. Payment by Grantee Party to State

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

3. Calculations to follow Petroleum Act

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

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

4. Goods and Services Tax

4.1 Acknowledgement

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

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

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

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

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

4.3 Interpretation

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

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

PETROLEUM ACT 2000

PRODUCTION LICENCE

GUIDELINES FOR PAYMENT OF ROYALTY
AND PROVISION OF INFORMATION

(1) Payment of Royalty

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

(2) Calculation of Royalty

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

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

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

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

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

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

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

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

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

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

shall not be deductible,

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

(3) Further provisions regarding calculation of Royalty

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

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

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

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

(B) any pipeline;

and

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

(b) **Non Producing Wells**

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

(c) **Interest Rate**

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

(d) **Apportionment of Expenses**

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

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

(f) **Take or Pay**

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

(g) **Tolling**

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

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

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

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

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

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

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

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

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

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

and

BEACH PETROLEUM NO LIABILITY
('Explorer')

and

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

ANCILLARY AGREEMENT
NATIVE TITLE : PETROLEUM
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ANCILLARY AGREEMENT
NATIVE TITLE : PETROLEUM

THIS AGREEMENT is made the day of October 2001

BETWEEN:

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

('Native Title Party')

AND

BEACH PETROLEUM NO LIABILITY ABN 20 007 617 969 of Level 1, 25 Conyngham Street, Glenside South Australia 5065

('Explorer')

AND

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

('Association')

WHEREAS:

A. The Native Title Party claims native title in all of the Claimed Land and has filed a Native Title Application under section 13(1) of the Native Title Act 1993 (Commonwealth) (as amended) with the Federal Court of Australia in proceeding Number SG 6017/98 for a determination of native title in respect of the Claimed Land.
B. Explorer has lodged an application for the grant of a PEL with the South Australian Minister for Minerals & Energy under the provisions of the Petroleum Act.

C. All or part of the land the subject of the application for the grant of the PEL is within the Claimed Land.

D. Explorer does not dispute that members of the Native Title Claim Group assert native title rights and interests over Claimed Land including within the Licence Area.

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

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

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

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

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

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

NOW THIS AGREEMENT WITNESSES as follows:

1. INTERPRETATION AND OTHER MATTERS

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

1.2 Unless the contrary intention appears in this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.6 This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and assigns.

1.7 Each party agrees to execute such deeds and documents and do such further acts and things as shall be necessary to give effect to the terms of this Agreement.

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

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

(b) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component.
(c) PROVIDED that in the event the offending provisions are the inclusion of
the Association as a party to this Agreement and the consequential
provisions of that inclusion then the agreements, representations and
warranties therein contained shall be attributed and be taken to have always
been attributed to the Native Title Party.

2. DEFINITIONS

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

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

'Applicable Law' means every law and regulation (whether of the
Commonwealth or of the State of South
Australia) from time to time in operation in
South Australia which is applicable to the
activities, rights and obligations of a party to this
Agreement;

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

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

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

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

'Clearance' means the agreed procedure for the inspection
and clearance of land as described in clauses 11,
12 and 13 and Schedule 3, for the purpose set out
in paragraph 11.2 of clause 11 and 'clear',
'cleared' and 'clearing' have corresponding
meanings;

'Commencement Day' means the day of the date of this Agreement or
another date agreed in writing by the parties;
'Cultural Confidence' means any cultural information including information held in an Aboriginal Record disclosure of which is by tradition restricted or forbidden;

'Deed' means the Deed made for the purposes of section 31(1)(b) of the Native Title Act to which this Agreement is ancillary;

'Environment' means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects; and environmental has a corresponding meaning;

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

'Explorer' means the party of the second part and includes any assignee or transferee of Explorer;

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

(a) any Associated Facilities Licence subsequently able to be lawfully issued to Explorer within the Licence Area or outside the Licence Area but within the Claimed Land; and

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

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

'Minister' means a Minister for the State of South Australia having responsibility for the administration of
the Petroleum Act for the time being;

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

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

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

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

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

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

'Petroleum' has the same meaning assigned to that expression in the Petroleum Act and where the term 'petroleum' is used herein it shall include each and all constituents thereof;

'Petroleum Act' means the *Petroleum Act* 2000 of South Australia as amended or any enactment substituted therefore together with any regulations and subordinate legislation made thereunder;

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

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

'Report' means a written report about a Clearance provided by the Native Title Party to Explorer as described in clause 13;

'Scouting Team' means the persons referred to in clause 12;

'Seismic Line Access Corridor' means a corridor of up to 500 metres on each side of a proposed or existing seismic line or access road, or as otherwise agreed between the parties and which has been inspected and cleared in accordance with clauses 11, 12, and 13 and Schedule 3;

'Specialist' means an anthropologist or archaeologist or both, as appropriate;

'transfer' means to sell, assign, transfer, convey or otherwise dispose of and 'transfer', 'transferred' and transferring have corresponding meanings;

'Work Programme' means a detailed description of proposed work on an Operational Area by Explorer;

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

3. COMMENCEMENT AND TERM

3.1 This Agreement commences on the Commencement Day.

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

3.3 This Agreement shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.
4. **AUTHORITY TO ENTER INTO AGREEMENT**

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

4.2 Explorer and The Native Title Party agree, for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Agreement for the benefit of the Native Title Party as are more specifically set out in this Agreement, to include the Association as a party to this Agreement.

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

5. **UNDERTAKINGS BY EXPLORER**

Explorer undertakes:

(a) to grant to the Native Title Party the rights and privileges as set out in this Agreement; and

(b) subject to compliance on the part of the Native Title Party and the Association with their respective obligations hereunder, Explorer will comply with the terms and conditions on Explorer's part herein contained and shall make payments in accordance with this Agreement to the Association of the amounts to which the Association is entitled from time to time as provided in this Agreement.

6. **RECONNAISSANCE SURVEYS OF LICENCE AREA BY EXPLORER**

6.1 The parties acknowledge that prior to the date of execution of this Agreement Explorer has awaited grant of a Licence and except as otherwise disclosed in writing by Explorer, has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for Petroleum Operations on the Licence Area ('Reconnaissance Surveys').

6.2 Notwithstanding the provisions of this Agreement relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order to efficiently carry out the purposes of this Agreement, it may be necessary for Explorer to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in clauses 11, 12 and 13 and Schedule 3 hereof do not apply to Reconnaissance Surveys where:

(a) Explorer is conducting the Reconnaissance Surveys by use of existing roads and tracks pursuant to existing legal rights and by making visual
observations on foot in the vicinity thereof to facilitate a request under clause 10 hereof; or

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

7. LAND ACCESS AND OCCUPATION

7.1 The Native Title Party and the Association acknowledge the grant to Explorer of a Licence in respect of the Licence Area authorises Explorer, its contractors, subcontractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.

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

8. IDENTIFICATION

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

8.2 Explorer shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with clauses 11, 12 and 13 and Schedule 3 of this Agreement and to comply with all conditions consistent with this Agreement.

9. PETROLEUM OPERATIONS

Explorer shall at all times upon the Licence Area:

(a) comply with the provisions of the Petroleum Act and any Licence granted to Explorer thereunder;

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

(c) conduct itself in accordance with good and accepted petroleum industry practice standards;

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

(e) use good and accepted petroleum industry practice to avoid oil spills or blowouts.
10. NOTIFICATION OF OPERATIONS

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

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

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

(a) to discuss the proposed work programme and its practical implementation including matters such as access to existing tracks, topography, the work programme envisaged (including disturbance to the physical environment) and the major items of equipment to be used;
(b) to identify aspects of the proposed work programme and proposed Clearance where efficiencies can be implemented; and
(c) to discuss arrangements for preliminary access by Explorer for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment.

10.3 If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to paragraph 10.1 hereof, the Association may, prior to
the proposed commencement of Petroleum Operations request Explorer to provide and Explorer shall provide, reasonable further particulars of such proposed Petroleum Operations.

10.4 The Association may object to the proposed Petroleum Operations referred to in paragraph 10.1 provided:

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

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

10.5 In the event that the Association has a specific objection to any part of the particulars of the proposed Petroleum Operations supplied by Explorer under paragraph 10.1 or to any substantial change therein of which notice has been given under paragraph 10.8:

(a) the Association shall refer such objection for resolution pursuant to clause 27 within fourteen (14) days of being supplied with such particulars or given such notice;

(b) that part of the existing, intensified or changed operational programme to which objection is taken shall not commence until the objection is resolved pursuant to clause 27;

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

(d) if no such specific objection is raised within the said fourteen day period by the Association, Explorer may proceed on the basis that the particulars provided by Explorer pursuant to this clause 10 constitute the details of the work programme for its Petroleum Operations.

10.6 Where the Association receives a request for Clearance pursuant to paragraph 10.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work programme is substantially similar to the current request) in accordance with the terms and conditions of this Agreement, the Association shall by notice in writing within two (2) weeks of the request notify Explorer that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Agreement and subject to any conditions applicable to that Clearance.

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

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

10.8 Explorer shall give notice to the Association if Explorer at any time proposes to implement a material modification or alteration. Where Explorer gives such notice after obtaining a Clearance the parties shall proceed in accordance with paragraph 13.6.

11. INSPECTION AND CLEARANCE

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

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

11.3 Explorer will nominate a representative to assist the Scouting Team for the duration of the Clearance. Explorer's representative shall:

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

(b) where possible, for relocating these where, upon advice from the 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 13 hereof.

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

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

(a) any such alternative Operational Areas do not constitute a material modification or alteration to the work programme referred to in paragraph 10.8; and

(b) in undertaking any Clearance of alternative Operational Areas the Scouting Team is not required to remain in the field for any additional period of time beyond two days, unless agreed otherwise.

11.6 Subject to the Aboriginal Heritage Act 1988 (South Australia) Explorer shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by the Association pursuant to this Agreement in which case neither the
Native Title Party nor the Association shall complain that Petroleum Operations conducted in accordance with clauses 10, 11, 12 and 13 hereof interfered with any Areas of Significance. Explorer shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

11.7 Explorer will:

(a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with clauses 11, 12, and 13 and Schedule 3 hereof;

(b) comply with the conditions of the Clearance (as referred to in clause 13 hereof); and

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

12. SCOUTING TEAM

12.1 At the cost of Explorer in accordance with a Budget, the Native Title Party and the Association will identify and the Association will organise the members of a Scouting Team for the purposes of this clause 12 and Schedule 3 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 Schedule 3.

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

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

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

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

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

12.3 Scouting Team Composition

The Scouting Team will comprise:
(a) up to two (2) qualified Specialists of appropriate gender to be engaged by
the Association with the concurrence of Explorer (which concurrence will
not be unreasonably withheld); and

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

12.4 The Native Title Party and the Association acknowledge that in most areas up to
four (4) persons will be sufficient to ensure the integrity of the Clearance, however
they reserve the right to include up to a maximum of eight (8) people in the event
that they believe it is necessary and appropriate to do so. The Association agrees to
consult with Explorer about the number of persons to be included in a Scouting
Team not later than the start of negotiations for setting a Budget in accordance with
clause 14.

13. REPORTS

13.1 The Association must promptly notify Explorer upon completion of a Clearance 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 Explorer.

13.2 The Report must:

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

(b) identify any alternative Operational Areas for which Clearance is given in
accordance with the requirements set out in paragraphs 11.5 and 12.2(b);

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

(d) be signed by the Specialists.

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

13.4 The Native Title Party and the Association shall ensure that any Aboriginal persons
accompanying the 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.

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

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

(a) Explorer shall notify the Association as soon as practicable and request that the Scouting Team inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of this Agreement;

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

(c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by Explorer in accordance with sub-paragraph (a) of this paragraph 13.6 the Scouting Team will report to Explorer the results of its inspection prior to leaving the area and confirm those results in a Report.

14. BUDGETS AND PAYMENT BY EXPLORER FOR CLEARANCE WORK

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

14.2 Budgets must be proposed in substantially the form set out in Schedule 5 and be negotiated, agreed and adopted by Explorer and the Association in writing within seven (7) days of the Association providing a proposed Budget to Explorer.

14.3 Explorer will make payment of expenditure in accordance with the agreed Budget, to the Association in three separate instalments as follows:

(a) forty percent (40%) seven (7) days prior to the mobilisation of the Scouting Team; and
(b) thirty percent (30%) at the end of field inspection for the Clearance; and

(c) thirty percent (30%) or the balance thereof following receipt of the Report and an invoice of all expenditure.

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

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

(b) 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.

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

14.6 All monies payable by Explorer pursuant to a Budget shall be paid to the Association or to any legal representative from time to time notified by the Association to Explorer. A receipt from the Association or such legal representative shall be a full and sufficient discharge to Explorer for any payments so made.

14.7 The parties acknowledge that no contractual relationship of any sort whatsoever as between Explorer and any person employed or engaged by the Association to form part of any Scouting Team arises by virtue of this Agreement, and that nothing contained in this Agreement will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and Explorer. The Native Title Party and the Association will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act* 1986, the *Occupational Health, Safety and Welfare Act* 1986, the *Income Tax Assessment Act* 1936 or the *Income Tax Assessment Act* 1997 (both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association engages or retains any person for the purposes of performing its obligations under this Agreement.
14.8 Explorer is responsible for and indemnifies and agrees to keep indemnified the members of the 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 Explorer, its employees, contractors or subcontractors.

15. REMOVAL OF EMPLOYEES

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

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

(b) has negligently or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with clauses 11, 12 and 13 and Schedule 3 hereof except where there is no damage to the interests of the Native Title Party; or

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

15.2 In the event of a dispute between the Association and Explorer as to whether a person has acted in a manner justifying removal from the Licence Area the matter shall be referred for resolution pursuant to clause 27.

16. INSTRUCTION IN ABORIGINAL CULTURE

16.1 Explorer will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by this Agreement to ensure those persons have an awareness and an understanding of:

(a) native title;

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

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

16.2 Appropriate education for the purposes of paragraph 16.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.
16.3 An archaeologist to be engaged for the purpose of carrying out the education functions specified in this clause shall be nominated by Explorer with the concurrence of the Association (which concurrence shall not be unreasonably withheld).

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

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

16.6 Explorer shall consult with and have regard to the views of the Native Title Party in relation to the formulation and presentation of the instruction referred to in the previous paragraph of this clause.

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

17. EXPLORER COVENANTS

Explorer covenants with the Native Title Party that:

(a) in connection with the conduct of Petroleum Operations by it on the Licence Area Explorer shall in accordance with Applicable Law:

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

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

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

(b) if, at any time in the course of carrying out Petroleum Operations Explorer or any person acting on behalf of Explorer (despite a Clearance) identifies any burial site or any archaeological or historical site or object, or any site or object which Explorer or any person acting on behalf of Explorer suspects to be an Area of Significance or Aboriginal object, then in addition to obligations under the Aboriginal Heritage Act 1988 (South Australia) and the Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Commonwealth) Explorer will promptly report the location of such site or object to the Association.

(c) the location of the site or object will be treated by Explorer as though no Clearance in relation to it had previously been given and any relevant object will be left in situ without being moved or interfered with pending further Clearance in accordance with this Agreement.
18. THE NATIVE TITLE PARTY COVENANTS

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

(a) not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with this Agreement or any other agreement between the parties;

(b) not lodge or make any objection to any grant to Explorer pursuant to the Petroleum Act unless Explorer has failed to comply with any Essential Term; and

(c) in the course of performing their obligations pursuant to this Agreement observe all Applicable Law.

19. RIGHTS OF THE NATIVE TITLE PARTY

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

(a) to move freely throughout Operational Areas including all roads thereon; and

(b) to pursue customary and traditional activities in Operational Areas.

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

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

19.4 The Association shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Association’s obligations under this Agreement save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of Explorer in accordance with paragraph 12.3(a).

20. RIGHTS OF EXPLORER

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

20.2 In the exercise of its rights Explorer undertakes to observe and perform the terms of this Agreement and neither the Native Title Party nor the Association will cause Explorer disturbance or interruption in the course of exercising that right and the discharge of Explorer’s legal obligations and duties in respect thereof, in particular
under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.

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

21. REVERSION OF INFRASTRUCTURE

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

22. FIELD DEVELOPMENT AND PRODUCTION

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

23. FORCE MAJEURE

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

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

24. ASSIGNMENT

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

(a) such transferee is approved by the Minister for the purposes of the transfer of the interest in the Licence; and

(b) the proposed transferee executes in favour of the Native Title Party and the Association a deed of assumption undertaking to observe and comply with all that proportion of the obligations of Explorer under this agreement which are commensurate with the rights transferred to it by Explorer.

25. CONFIDENTIAL INFORMATION

25.1 Explorer agrees to keep confidential each and every Cultural Confidence of which it becomes aware.

25.2 The Native Title Party and the Association agree to keep confidential all aspects of Explorer's activities pertaining to a Licence of which it becomes aware.

26. GOODS & SERVICES TAX

26.1 Subject to paragraph 26.3 Explorer must pay to the Association in respect of any taxable supply made to Explorer pursuant to or in connection with this Agreement an amount equal to any GST which is payable by the Association.

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

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

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

26.3 Explorer must pay to the Association an amount equal to the GST on a taxable supply, provided the Association has first issued to Explorer a tax invoice, at the same time and in the same manner as it is required to pay any other amount to the Association in respect of that taxable supply. If no other amount is payable by Explorer to the Association in respect of that taxable supply, Explorer must pay to the Association an amount equal to the GST on that taxable supply twenty-eight (28) days after the receipt by Explorer of a tax invoice from the Association.

26.4 For the purposes of the GST Act, Explorer shall be regarded as having requested a tax invoice from the Association in respect of each taxable supply. Any tax invoice issued may be issued in addition to any other invoice that relates to the taxable supply.
26.5 If an adjustment event has occurred in respect of a supply made pursuant to or in connection with this Agreement, the party that becomes aware of the adjustment event agrees to notify the other party on becoming aware of the adjustment event, and the parties agree to take whatever steps are necessary and to make whatever adjustments are required to ensure that any GST or additional GST on that supply or any refund of any GST (or part thereof) is paid as soon as is practicable but no later than twenty-one (21) days after the Association becomes aware that the adjustment event has occurred.

26.6 The Association will issue to Explorer an adjustment note in respect of a supply that is subject to an adjustment event covered by paragraph 26.5 of this clause. Such adjustment note will be issued no later than twenty-one (21) days after the Association becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.

26.7 Any disputes between the parties in relation to the operation or interpretation of this clause shall be dealt with in accordance with the dispute resolution procedures in clause 27 of this Agreement.

26.8 The parties agree to make any changes that are required to this clause to reflect any amendments made to the GST Act or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.

26.9 In this clause 26:

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

(b) 'adjustment note' has the same meaning as it has from time to time in the GST Act;

(c) 'GST' has the same meaning as it has from time to time in the GST Act;

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

(e) 'price' has the same meaning as it has from time to time in the GST Act;

(f) 'supply' has the same meaning as it has from time to time in the GST Act;

(g) 'tax invoice' has the same meaning as it has from time to time in the GST Act; and

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

27.1 Guiding Principle

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

27.2 Priority of Procedures

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

27.3 Notice of Dispute

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

27.4 Response to Dispute

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

27.5 Negotiations

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

27.6 Mediation

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

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

(ii) the statutory rights, obligations and commercial imperatives of
Explorer;

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

(c) The mediator, in conducting the mediation shall have regard to:

(i) the parties' intentions in this Agreement for the preservation and
protection of the Aboriginal tradition of the Native Title Party; and

(ii) the statutory rights, obligations and commercial imperatives of
Explorer.

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

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

(f) None of the parties may commence court proceedings or arbitration
concerning this Agreement unless it has first complied with the dispute
resolution provisions contained in this clause. The parties agree that this
Agreement may be pleaded as a bar to any court action commenced prior to
termination of the mediation process other than an application for urgent
interlocutory relief.

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

27.7 Without Prejudice

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

28. CESSATION OF ACTIVITIES

28.1 Explorer shall notify the Association one month prior to any surrender of a Licence
in respect of the Licence Area pursuant to the Petroleum Act.
28.2 A surrender under the preceding paragraph of this clause is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.

28.3 Explorer shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.

28.4 Upon the surrender withdrawal revocation or cancellation of Explorer's Licence in respect of the Licence Area:

(a) Explorer shall pay to the Association any and all monies then payable or accrued which are due to the Association pursuant to this Agreement; and

(b) each party shall remain liable to the other party in respect of any liability it has to the other as a consequence of any prior breach of this Agreement.

28.5 Nothing in this Agreement shall be construed as imposing an obligation on Explorer to carry out or complete any Petroleum Operations.

28.6 Except as provided in paragraph 28.3 this Agreement shall terminate when the parties have complied with its terms and all Licences have terminated.

28.7 The parties obligations under paragraphs 9(a), 9(b), 9(d), and clauses 17, 21 and 25 shall to the extent referred to therein survive any termination of this Agreement.

29. EMPLOYMENT OPPORTUNITIES

Explorer 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.

30. NOTICES

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

Native Title Party's address: The Edward Landers Dien People C/- Camatta Lempens Pty Ltd Barristers and Solicitors First Floor, 345 King William Street Adelaide South Australia 5000 Facsimile number: (08) 8410 0566

Explorer's address: Beach Petroleum No Liability Level 1, 25 Conyngham Street Glenelg South Australia 5065 Facsimile number: (08) 8338 2336
Association's address: Nguyena Dieri Karna (Aboriginal Corporation)  
C/- Camatta Lempens Pty Ltd  
Barristers and Solicitors  
First Floor, 345 King William Street  
Adelaide South Australia 5000  
Facsimile number: (08) 8410 0566

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

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

31. COUNTERPARTS

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

Executed by the parties as an Agreement.

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

Witness

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

David Mungeranie
SIGNED for and on behalf of each member of the Native Title Party by the said IRENE KEMP in the presence of:

Witness

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

Irene Kemp

SIGNED for and on behalf of each member of the Native Title Party by the said RHONDA KENNEDY-GEPP in the presence of:

Witness

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

Rhonda Kennedy-Gepp

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

Witness

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

Sylvia Stewart
SIGNED for and on behalf of each member of the Native Title Party by the said EDWARD LANDERS in the presence of:

Witness

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

Edward Landers

SIGNED for and on behalf of each member of the Native Title Party by the said NELLIE EDGE in the presence of:

Witness

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

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

.................................................................
(Committee officer)

.................................................................
(Print name of officer)

.................................................................
(Address of officer)

.................................................................
(Office held in Association)

.................................................................
(Committee Officer)

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

.................................................................
(Address of Officer)

.................................................................
(Office held in Association)

Common Seal
THE COMMON SEAL of BEACH PETROLEUM NO LIABILITY was affixed hereto in accordance with its Constitution in the presence of:

..............................................................
(Director)

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

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

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

Common Seal
SCHEDULE 1: DESCRIPTION OF THE LICENCE APPLICATION AREA
# Section C - Proposed Work Program

## Proposed Exploratory Operations

Five Year Work Program for Block CO98-G.

<table>
<thead>
<tr>
<th>Firm Exploratory Operations</th>
<th>Year</th>
<th>Work Program</th>
<th>Estimated Expenditure (Million)</th>
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<tr>
<td>One</td>
<td>1 Well</td>
<td>200km Seismic</td>
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<td></td>
<td>300km Reprocessing</td>
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<tr>
<td></td>
<td></td>
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<tr>
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<td></td>
<td></td>
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<tr>
<td>Sub-Total</td>
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<td>Geological and Geophysical Studies</td>
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</tr>
<tr>
<td></td>
<td>Five</td>
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<tr>
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</tr>
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<td></td>
<td></td>
<td>Geological and Geophysical Studies</td>
<td></td>
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<tr>
<td>TOTAL</td>
<td>5 Wells</td>
<td>200km Seismic</td>
<td>5.55</td>
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<td></td>
<td></td>
<td>300km Reprocessing</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Geological and Geophysical Studies</td>
<td></td>
</tr>
</tbody>
</table>

### Exploration Access

Beach Petroleum N.L., as Operator, will ensure all exploration activities are carried out under the provisions of the Petroleum Act and Regulations.

In addition, European and Aboriginal heritage sites will not be disturbed and the Operator will adopt the Santos Ltd Codes of Environmental Practice for exploration and production within the Cooper/Eromanga Basins. To assist with identification and avoidance of Aboriginal heritage sites, the proposed Joint Venture is willing to develop a dialogue with Aboriginal people having associations with the licence area.
CO98-G

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 27° 35' S
and longitude 139° 00' E, thence east to longitude 139° 15' E,
south to latitude 27° 40' S, east to longitude 139° 20' E
south to latitude 27° 50' S, east to longitude 139° 30' E,
south to latitude 27° 55' S, east to longitude 139° 35' E,
south to latitude 28° 00' S, east to longitude 139° 40' E,
south to latitude 28° 05' S, west to longitude 139° 25' E,
south to latitude 28° 15' S, west to longitude 139° 10' E,
north to latitude 28° 05' S, west to longitude 139° 00' E,
and north to the point of commencement but excluding the area bounded as follows:
commencing at a point being the intersection of latitude 28° 00' 25" S
and longitude 139° 29' 15" E; thence east to longitude 139° 29' 45" E,
south to latitude 28° 00' 35" S, east to longitude 139° 29' 50" E,
south to latitude 28° 00' 40" S, east to longitude 139° 29' 55" E,
south to latitude 28° 00' 45" S, east to longitude 139° 30' 20" E,
south to latitude 28° 00' 55" S, east to longitude 139° 30' 40" E,
south to latitude 28° 01' 05" S, east to longitude 139° 30' 55" E,
south to latitude 28° 01' 30" S, east to longitude 139° 31' 15" E,
south to latitude 28° 01' 45" S, east to longitude 139° 32' 00" E,
south to latitude 28° 02' 25" S, west to longitude 139° 30' 50" E,
north to latitude 28° 02' 10" S, west to longitude 139° 30' 20" E,
north to latitude 28° 02' 05" S, west to longitude 139° 29' 50" E,
north to latitude 28° 01' 20" S, west to longitude 139° 29' 35" E,
north to latitude 28° 01' 10" S, west to longitude 139° 29' 25" E,
north to latitude 28° 01' 00" S, west to longitude 139° 29' 15" E,
and north to the point of commencement.
All the within latitudes and longitudes are geodetic and expressed in terms of the Australian Geodetic Datum as defined on p.4984 of Commonwealth Gazette number 84 dated October 6, 1966.

AREA: 2878 square kilometres approximately.
NOTE: There is no warranty that the boundary of this licence is correct in relation to other features on the map. The boundary is to be ascertained by reference to the Australian Geodetic Datum and the schedule.

THE PLAN HEREBEFORE REFERRED TO
BEACH PETROLEUM N.L.

PETROLEUM EXPLORATION LICENCE NO. (CO98-G)

SR 27/2/170      AREA: 2878 sq km (approx)
SCHEDULE 2 : PART 1 : THE NATIVE TITLE APPLICATION AND MAP OF THE CLAIM AREA
Claimant Application Summary

Application numbers
Federal Court number:  SG6017/98
NTT number: SC97/4

Application name
The Edward Landers Dieri People’s Native Title Claim

Name of body where application filed
National Native Title Tribunal

Date application filed
21/08/1997

Current stage(s)
Notification: Complete - Awaiting Orders

Applicants
David Mungerannie, Irene Kemp, Rhonda Kennedy-Gepp, Sylvia Stewart, Edward Landers, Nellie Edge

Address for service
Carnarvon Lempens
Level 1
345 King William Street
ADELAIDE SA 5000
Phone: 08-84100211
Fax: 08-84100566

Persons claiming to hold native title
The Dieri Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area that is the subject of the claim and who:

1. Are related by means of the principle of descent to the following apical ancestors:
   1.1 Rusty Merrick and Tim Matalunga (also known as Tim Merrick) who are the parents of the sibling set - Martin, Goutieie, Rebecce, Selma (or Thelma),
   1.2 Kumpu-warna (known as ‘Queen Annie’) mother of Karla-warna (also known as Annie);
   1.3 Mary Dixon (born at Killalpaninna) mother of the sibling set - Dear Dear (known as Tear), Jack Garret, George Mungerannie, Joe Shaw, and Henry;
   1.4 Bertha mother of the sibling set - Johannes and Susanna
   1.5 Walter Kennedy husband of Selma (also known as Thelma) see Merrick;
   1.6 Florence wife of Martin Merrick, and;
   1.7 The man Pungipana (born at Lake Hope) and the woman Kulibani (born at Kalarmunna) who are the parents of Sam Tindibana (or Dindibana) Ginjilama.

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

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

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

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

---

Native title rights and interests claimed

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

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

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

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

To the extent that these are valid and applicable.

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Area

Jurisdiction: South Australia
Location: From Maree in the south to Cameron Corner in the east, to Hodden Corner in the north east, following the QLD border to Lake Trecatebie, south west to Gypsum Cliffs, west to Lake Eyer, south to Maree.
Local government region(s): Outback Areas Community Development Trust
ATSIC region(s): Nulla Wirnda Kurju Regional Council
Representative A/TSI body(s): Aboriginal Legal Rights Movement Inc
Approximate size: 87733 sq km
(Note: There may be areas within the external boundary of the application that are not claimed.)
Land/water and/or sea: Land/Water

Area covered by the claim (as detailed in the application):
The external boundaries of the area of land and waters covered by the application are described in attached map, marked as Map Schedule C.

The area covered by the application is:
That area which is wholly within the State of South Australia, marked in the attached map marked "Map Schedule C", including the land and water inside the marked area commencing at a point on the south western edge of Lake Blanche, approximated as being 29.209750 degrees Latitude South, 139.452709 degrees Longitude East, the boundary then traverses in a north easterly direction to the northern most part of Lake Blanche, approximated as being 29.126964 degrees Latitude South, 139.617362 degrees Longitude East, then proceeds to the centre of Moomba townsite, approximated as being 28.11677 degrees Latitude South, 140.183333 degrees Longitude East.

The boundary then proceeds northerly till it intersects with the boundary of Innamincka Regional Reserve, approximated as being 27.677953 degrees Latitude South, 140.183855 degrees Longitude East. The boundary then traverses north westerly, then westerly then northerly, along the said reserve boundary until a northerly corner of the reserve, approximated as being 26.953639 degrees Latitude South, 139.874364 degrees Longitude East, which is also coincidental with the boundary of SC98/001.

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

The boundary then proceeds in a south westerly direction through the point, being coincidental with the boundary of SC97/003, approximated as being 27.789322 degrees Latitude South, 138.719757 degrees Longitude East; then proceeds in a west south westerly direction to The Warburton at the point approximated as being 27.866271 degrees Latitude South, 138.101381 degrees Longitude East, and enters the centre of The Warburton then proceeds in a north westerly then south westerly direction along the centre line of The Warburton to a point approximated as being 27.876385 degrees Latitude South, 137.255386 degrees Longitude East, being coincidental with SC97/003.

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

<table>
<thead>
<tr>
<th>Longitude East</th>
<th>Latitude South</th>
</tr>
</thead>
<tbody>
<tr>
<td>137.351613</td>
<td>27.892836</td>
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<tr>
<td>137.384790</td>
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<td>137.415622</td>
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<td>137.452797</td>
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<td>137.618736</td>
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<tr>
<td>137.916984</td>
<td>29.010006</td>
</tr>
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</table>
From here the boundary proceeds along the centre of Froune River, represented by the following points:

<table>
<thead>
<tr>
<th>Longitude East</th>
<th>Latitude South</th>
</tr>
</thead>
<tbody>
<tr>
<td>138.141576</td>
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<td>138.201929</td>
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<tr>
<td>138.397710</td>
<td>29.794081</td>
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</table>

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

<table>
<thead>
<tr>
<th>Latitude South</th>
<th>Longitude East</th>
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<tbody>
<tr>
<td>138.793263</td>
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<td>138.930932</td>
<td>29.539460</td>
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<tr>
<td>139.188046</td>
<td>29.291486</td>
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<tr>
<td>139.278436</td>
<td>29.198113</td>
</tr>
<tr>
<td>139.368826</td>
<td>29.131426</td>
</tr>
</tbody>
</table>

Being west of the lake system associated with Lake Blanche.
The boundary then proceeds south easterly along the south western boundary of Lake Blanche to the commencement point.

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

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

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

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

In particular the following are excluded:

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

Grants or vestings which are "previous exclusive possession acts" (as defined by s23B of the
NTA) or "Category A intermediate period acts" (as defined in s232B of the NTA)
attributeable to the Commonwealth and such grants or vestings which are attributeable to the
State where the State has made provision as mentioned in s23E and s22F of the NTA in
relation to those Acts.

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

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

(i) a schedule interest (see s249C of the NTA) including an agricultural lease where intensive cultivation of a permanent nature has been carried out and works or structures of permanent nature have been constructed in accordance with the terms and conditions of the lease;

(ii) a residential lease on which a residence has been constructed in accordance with the terms and conditions of the lease (see s249);

(iii) a commercial lease on which permanent works or structures have been constructed in accordance with the terms and conditions of the lease (see s246);

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

Registration information

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

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

Registration test status:
Accepted for registration

Registration history:
Registered from 22/08/1997.

Attachments


NNTT contact details

Case manager: Monica Khouri
National Native Title Tribunal
Level 10
Chester House
91 Grenfell Street
ADELAIDE SA 5000

GPO Box 9973
ADELAIDE SA 5001

Phone: (08) 8306 1230
Freetel 1800 640 501

Fax: (08) 8224 0939

Web page: www.nntt.gov.au
SCHEDULE 2: PART 2: ASSOCIATION
Certificate of Incorporation of an Aboriginal Association

J. MASTROLEMBO, Acting as

I, the Registrar of Aboriginal Corporations, pursuant to paragraph 45 (1) (a) of the Act, hereby certify that

NGAYANA DIERI KARNA ABORIGINAL CORPORATION

has this day been incorporated under the Act.

Dated this 30th day of October, 2001.

[Signature]

Acting Registrar
SCHEDULE 3: 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 12 of this Agreement.

2. The Association in consultation with the Native Title Party will ensure that if required, both a male and a female Specialist are available to join the 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 12.3(a) of this Agreement) will co-ordinate the Scouting Teams provided for in clause 12 of this Agreement and will be responsible for conveying the results of the Scouting Team’s inspections and assessments for Clearance of Explorer’s proposed Petroleum Operations under the terms of this Agreement.

4. Subject to the terms of this Agreement the Native Title Party and 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 Explorer in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Party and the Association will ensure that the Scouting Team operates on a regular work schedule that as near as practicable coincides with and accommodates Explorer’s work schedule.

5. The Association will arrange suitable camping facilities for the 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 Explorer) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.

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

8. The said vehicles will be insured by the Association and equipped by the Association with sufficient spare parts for the duration of the Clearance task.

9. The Association will cause a log-book to be kept and will ensure that the following information is recorded in the log book in relation to the use of the four-wheel drive vehicles:
(a) Date;
(b) Place of departure;
(c) Destination;
(d) Reason for the journey;
(e) Name of driver; and
(f) Number of kilometres travelled

in respect of each occasion that the four-wheel drive vehicles are used for or incidental to carrying out a Clearance and will make the log-book available to Explorer upon request.

10. Explorer will reimburse the Association in accordance with an agreed plan and Budget for the Association's reasonable costs for:

(a) engaging the services of the persons comprising the Scouting Team;
(b) providing camping facilities and food to the Scouting Team; and
(c) providing sufficient and appropriate 4 wheel drive vehicles for use by the Scouting Team

in accordance with a Budget.

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

12. Remuneration

Explorer will pay to or reimburse the Association the cost of engaging the services of the Scouting Team, for each Specialist and for each of the agreed number of Scouting Team members at the respective rates negotiated and agreed during negotiation of a Budget for each day required for compliance with clauses 11, 12 and 13 and this Schedule 3 and for travel to and from his or her place of residence within Australia, and reasonable travel costs, all in accordance with a Budget.

13. Food for Scouting Team

Explorer will allow a food allowance for each member of the Scouting Team at the rate of $35 per day, fixed for the first twelve (12) months of this Agreement, for each day spent undertaking the Clearance and each day spent travelling to and from the Licence Area for that purpose.
14. Four Wheel Drive Vehicles

Explorer will pay to the Association:

(a) where the Association provides four-wheel drive vehicles, the sum of fifty-five cents per kilometre in respect of the total number of kilometres properly recorded in the log book, in accordance with paragraph 9 of this Schedule 3, and the cost of fuel, where a four-wheel drive vehicle travelled distances for or incidental to conducting a Clearance; or

(b) the reasonable cost of hire of four-wheel drive vehicles and the cost of fuel and vehicle insurance, where the vehicle is hired and used for, or incidental to conducting a Clearance provided that the log book details are properly recorded in accordance with paragraph 9 of this Schedule 3.
### SCHEDULE 4: SCHEDULE OF EVENTS

<table>
<thead>
<tr>
<th>Item</th>
<th>Events</th>
<th>Party Responsible</th>
<th>Maximum period for Events (in days)</th>
<th>Maximum cumulative Elapsed days</th>
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<td>Explorer submits request and proposed work programme to Association</td>
<td>Explorer</td>
<td>Not applicable</td>
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<tr>
<td></td>
<td><em>(Clause 10, Paragraph 10.1)</em></td>
<td></td>
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<tr>
<td>2</td>
<td>Preliminary meeting</td>
<td>Explorer and Association</td>
<td>14</td>
<td>14</td>
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<tr>
<td></td>
<td><em>(Clause 10, Paragraph 10.2)</em></td>
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<tr>
<td>3</td>
<td>Association arranges for:</td>
<td>Association</td>
<td>7</td>
<td>21</td>
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<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 Explorer</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Clause 12 and Clause 14, Para 14.1)</em></td>
<td></td>
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<td>4</td>
<td>Clearance Plan and Budget meeting. Plan and budget agreed</td>
<td>Explorer and Association</td>
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<td><em>(Clause 14, Paragraphs 14.1; 14.2)</em></td>
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<td>5</td>
<td>Scouting Team and field logistics organised, and Scouting Team</td>
<td>Native Title Party and Association</td>
<td>12</td>
<td>40</td>
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<tr>
<td></td>
<td>mobilised to the field.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>(Clause 12, Paragraph 12.1)</em></td>
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<tr>
<td>6</td>
<td>Scouting Team completes field work and de-mobilises, notifies Explorer.</td>
<td>Native Title Party and Association</td>
<td>14</td>
<td>54</td>
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<tr>
<td></td>
<td><em>(Clause 13, Paragraph 13.1)</em></td>
<td></td>
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<td>7</td>
<td>Report delivered to Explorer</td>
<td>Association</td>
<td>14</td>
<td>68</td>
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<td></td>
<td><em>(Clause 13, Paragraph 13.1)</em></td>
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## SCHEDULE 5: BUDGET

**Explorer:**

**Clearance for PEL number(s):**

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<th>Item</th>
<th>Description</th>
<th>Remarks</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Rate $</th>
<th>Survey Costs</th>
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<tr>
<td>Vehicle Fuel</td>
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<td><strong>6 Contingency</strong></td>
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<td><strong>7 GST</strong></td>
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<td><strong>8 GRAND TOTAL</strong></td>
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SCHEDULE 6: GUIDELINES TO MEDIATION

The following is a guideline to the mediation process should a dispute arise and be referred to mediation pursuant to clause 27.

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

2. **Conflict of Interest**

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

3. **Co-operation**

   The parties must co-operate in good faith with the mediator and each other during the mediation.

4. **Conduct of Preliminary Conference**

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

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

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

7. Confidentiality of the Mediation

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

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

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

(b) the willingness of a party to consider any such proposal;

(c) any statement made by a party or the mediator during the mediation; and

(d) any information prepared for the mediation.

9. Termination of the Mediation

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

10. Settlement of the Dispute

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

11. Enforcement of the Settlement Agreement

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

(a) for the purposes of this clause; and

(b) of the settlement agreement including evidence from the mediator and any other person engaged in the mediation.
12. **Exclusion of Liability**

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

13. **Costs**

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