<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>26 October 2012</td>
<td>Grant of Petroleum Exploration Licence PEL 512 (ex CO2009-A)</td>
</tr>
<tr>
<td>Interests:</td>
<td>Discovery Energy SA Ltd 100%</td>
</tr>
<tr>
<td>26 October 2012</td>
<td>Wangkangurru/Yarluyandi Petroleum Conjunctive Indigenous Land Use Agreement and Acceptance Deed.</td>
</tr>
<tr>
<td>26 October 2012</td>
<td>Deed pursuant to section 31 of the <em>Native Title Act</em> 1993 dated 4 September 2012 between Honourable Tom Koutsantonis Minister for Mineral Resources and Energy, Discovery Energy SA Ltd and Dieri Native Title Holders.</td>
</tr>
<tr>
<td>26 October 2012</td>
<td>Memorandum entering the grant of licence on the public register.</td>
</tr>
<tr>
<td>1 November 2012</td>
<td>Gazettal of Grant of PEL 512.</td>
</tr>
<tr>
<td>1 May 2013</td>
<td>Memorandum entering notation of the following registrable dealing on the public register.</td>
</tr>
<tr>
<td>Royalty Grant Deed dated 31 January 2012 between Santos Resources Corp. (now Discovery Energy SA Ltd) and Liberty Petroleum Corporation SA 2013-13</td>
<td></td>
</tr>
<tr>
<td>30 October 2013</td>
<td>Memorandum entering notation of the following registrable dealings on the public register.</td>
</tr>
<tr>
<td>Royalty Sale and Purchase Agreement dated 18 February 2013 between Liberty Petroleum Corporation and Phoenix Oil and Gas Limited. SA 2013-60</td>
<td></td>
</tr>
<tr>
<td>Deed of Assignment dated 18 February 2013 between Liberty Petroleum Corporation and Phoenix Oil and Gas Limited. SA 2013-61</td>
<td></td>
</tr>
<tr>
<td>14 May 2014</td>
<td>Suspension of licence for the period from and including 9 May 2014 to 8 November 2014.</td>
</tr>
<tr>
<td>PEL 512 is now due to expire on 27 April 2018.</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Event Description</td>
</tr>
<tr>
<td>-------------------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>14 May 2014</td>
<td>Memorandum entering suspension of licence on the public register.</td>
</tr>
<tr>
<td>14 May 2014</td>
<td>Variation of licence conditions.</td>
</tr>
<tr>
<td>14 May 2014</td>
<td>Memorandum entering variation of licence conditions on the public register.</td>
</tr>
<tr>
<td>22 May 2014</td>
<td>Gazettal of suspension of licence.</td>
</tr>
<tr>
<td>22 May 2014</td>
<td>Gazettal of variation of licence.</td>
</tr>
<tr>
<td>6 February 2015</td>
<td>Suspension of licence for the period from and including 19 January 2015 to 18 July 2015.</td>
</tr>
<tr>
<td></td>
<td>PEL 512 is now due to expire on 25 October 2018.</td>
</tr>
<tr>
<td>6 February 2015</td>
<td>Memorandum entering suspension of licence on the public register.</td>
</tr>
<tr>
<td>12 February 2015</td>
<td>Gazettal of suspension of licence.</td>
</tr>
<tr>
<td></td>
<td>PEL 512 is now due to expire on 27 April 2019.</td>
</tr>
<tr>
<td>9 July 2015</td>
<td>Memorandum entering suspension of licence on the public register.</td>
</tr>
<tr>
<td></td>
<td>PEL 512 is now due to expire on 27 April 2020.</td>
</tr>
<tr>
<td>25 February 2016</td>
<td>Memorandum entering suspension of licence on the public register.</td>
</tr>
<tr>
<td>3 March 2016</td>
<td>Gazettal of suspension of licence.</td>
</tr>
<tr>
<td></td>
<td>PEL 512 is now due to expire on 5 October 2019.</td>
</tr>
<tr>
<td>22 June 2016</td>
<td>Memorandum entering temporary cessation of suspension of licence on the public register.</td>
</tr>
</tbody>
</table>
25. 27 June 2016 Certification of Registration on Conversion to a Proprietary Company dated 26 May 2016.

From: Discovery Energy SA Ltd
To: Discovery Energy SA Pty Ltd

26. 27 June 2016 Memorandum entering notation of change of company name on the public register.

27. 30 June 2016 Gazettal of cessation of suspension of licence.

28. 21 July 2016 Memorandum entering notation of grant of adjunct AAL 241 on the public register.

29. 28 July 2016 Memorandum entering notation of receipt of security on the public register.


PEL 512 is now due to expire on 27 April 2020.

31. 31 October 2016 Memorandum entering resumption of suspension on the public register.

32. 3 November 2016 Gazettal of resumption of suspension.

33. 28 March 2017 Memorandum entering notation of the following registrable dealings on the public register.

Royalty Sale and Purchase Agreement dated 21 February 2017 between High Peak Royalties Limited and Discovery Energy SA Pty Ltd.
SA 2017-11

Deed of Assignment dated 21 February 2017 between High Peak Royalties Limited and Discovery Energy SA Pty Ltd.
SA 2017-12

Royalty Sale and Purchase and Option to Purchase Agreement dated 28 February 2017 between Liberty Petroleum Corporation, Discovery Energy Corp. and Discovery Energy SA Pty Ltd.
SA 2017-13

Deed of Assignment dated 1 March 2017 between Liberty Petroleum Corporation and Discovery Energy SA Pty Ltd.
SA 2017-14
34. 17 July 2017  Suspension of licence for the period from and including 5 July 2017 to 4 January 2018.

PEL 512 is now due to expire on 28 October 2020.

35. 17 July 2017  Memorandum entering suspension of licence on the public register.


37. 10 January 2018  Memorandum entering notation of the following registrable dealing on the public register.

Deed of Assignment dated 20 November 2017 between Liberty Petroleum Corporation and Discovery Energy SA Pty Ltd in respect of Royalty Interest in PEL 512.
Ref: SA 2018-01

38. 30 April 2018  Memorandum entering notation of the following registrable dealings on the public register.

Royalty Sale and Purchase Agreement dated 31 January 2018 between Liberty Petroleum Corporation and Discovery Energy SA Pty Ltd.
Ref: SA 2018-15

Deed of Assignment dated 31 January 2018 between Liberty Petroleum Corporation and Discovery Energy SA Pty Ltd in respect of Royalty Interest in PEL 512.
Ref: SA 2018-16

39. 19 June 2018  Suspension of licence for the period from and including 31 May 2018 to 30 November 2018.

PEL 512 is now due to expire on 30 April 2021.

40. 19 June 2018  Memorandum entering suspension of licence on the public register.

41. 28 June 2018  Gazettal of suspension of licence.

42. 22 February 2019  Suspension of licence for the period from 1 February 2019 to 31 July 2019 inclusive.

PEL 512 is now due to expire on 28 October 2021.

43. 22 February 2019  Memorandum entering suspension of licence on the public register.

44. 28 February 2019  Gazettal of suspension of licence.
<table>
<thead>
<tr>
<th>Date</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 July 2019</td>
<td>Suspension of licence for the period from 1 August 2019 to 31 January 2020 inclusive. PEL 512 is now due to expire on 30 April 2022.</td>
</tr>
<tr>
<td>17 July 2019</td>
<td>Memorandum entering suspension of licence on the public register.</td>
</tr>
<tr>
<td>25 July 2019</td>
<td>Gazettal of suspension of licence.</td>
</tr>
<tr>
<td>22 January 2020</td>
<td>Suspension of licence for the period from 1 February 2020 to 31 July 2020 inclusive.</td>
</tr>
<tr>
<td>22 January 2020</td>
<td>Memorandum entering suspension of licence on the public register.</td>
</tr>
<tr>
<td>30 January 2020</td>
<td>Gazettal of suspension of licence.</td>
</tr>
<tr>
<td>13 August 2020</td>
<td>Suspension of licence for the period from and including 1 August 2020 to 31 July 2021. PEL 512 is now due to expire on 29 October 2023.</td>
</tr>
<tr>
<td>13 August 2020</td>
<td>Memorandum entering the suspension of licence on the public register.</td>
</tr>
<tr>
<td>20 August 2020</td>
<td>Gazettal of suspension of licence.</td>
</tr>
</tbody>
</table>
Applicant: Leigh Creek Magnesite Pty Ltd
Location: Yadlakina Hut area - approximately 30km northwest of Leigh Creek
Pastoral Leases: Myrtle Springs, Beltana, Witchelina
Term: One year
Area in km²: 542
Reference number: 2020/00054

Applicant: Endeavour Copper Gold Pty Ltd
Location: Wilgena area - approximately 50km east-southeast of Tarcoola
Pastoral Leases: Wilgena, North Well
Term: One year
Area in km²: 442
Reference number: 2020/00055

Applicant: Endeavour Copper Gold Pty Ltd
Location: Wilgena area - approximately 15km south of Tarcoola
Pastoral Leases: Wilgena, Mulgathing
Term: One year
Area in km²: 191
Reference number: 2020/00056

Plans and co-ordinates can be found on the Department for Energy and Mining website:

Community information on mineral exploration licence processes and requirements under the Mining Act 1971 is available from:

Dated: 20 August 2020
C. BUTTFIELD
A/Mining Registrar as delegate for the Minister for Energy and Mining
Department for Energy and Mining

NATIONAL ELECTRICITY AMENDMENT (INTERIM RELIABILITY MEASURE) RULE 2020

I, Daniel Cornelis van Holst Pellekaan, Minister for Energy and Mining for the Crown in right of the State of South Australia, as the Minister administering the National Electricity (South Australia) Act 1996 of South Australia, hereby make the National Electricity Amendment (Interim Reliability Measure) Rule 2020 under Section 90F of the National Electricity (South Australia) Law on the recommendation of the Energy Ministers sitting as the Ministerial Council on Energy for the purposes of that section.

This Rule has been signed by me for the purposes of identification of the National Electricity Amendment (Interim Reliability Measure) Rule 2020 and commences operation on 21 August 2020.

Dated: 19 August 2020
HON DANIEL CORNELIS VAN HOLST PELLEKAAN MP
Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000
Suspension of Petroleum Exploration Licence—PEL 112

Pursuant to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Licence has been suspended for the period from 1 August 2020 until 31 July 2021 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 112 is now determined to be 10 January 2023.

Dated: 13 August 2020
BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000
Suspension of Petroleum Exploration Licence—PEL 512

Pursuant to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from 1 August 2020 until 31 July 2021 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 512 is now determined to be 29 October 2023.

Dated: 13 August 2020
BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 512

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

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

Date: 13 August 2020

Ref: F2010/000021
SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department for Energy and Mining, in the State of South Australia, pursuant to the provisions of the Petroleum and Geothermal Energy Act 2000 and all other enabling powers, for and on behalf of Dan van Holst Pellekaan, Minister for Energy and Mining (Minister), pursuant to delegated powers dated 29 June 2018 hereby suspend petroleum exploration licence PEL 512 for the period from 1 August 2020 to 31 July 2021 inclusive.

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

2. The expiry date of PEL 512 is now determined to be 29 October 2023.

Dated: 13 August 2020

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining
Pursuant to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from 1 February 2020 until 31 July 2020 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 512 is now determined to be 29 October 2022.

Dated: 22 January 2020

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

PETROLEUM EXPLORATION LICENCE
PEL 512

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

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

Date: 22 January 2020

Ref: F2010/000021
SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) suspend petroleum exploration licence PEL 512 for the period from 1 February 2020 to 31 July 2020 inclusive.

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

2. The expiry date of PEL 512 is now determined to be 29 October 2022.

Dated: 22 January 2020

BARRY A. GOLDS TEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining
Pursuant to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from 1 August 2019 until 31 January 2020 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 512 is now determined to be 30 April 2022.

Dated: 17 July 2019

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

PETROLEUM EXPLORATION LICENCE
PEL 512

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

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

Date: 17 July 2019

Ref: F2010/000021
SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) suspend petroleum exploration licence PEL 512 for the period from 1 August 2019 to 31 January 2020 inclusive.

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

2. The expiry date of PEL 512 is now determined to be 30 April 2022.

Dated: 17 July 2019

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000
Suspension of Petroleum Exploration Licence PEL 512

Pursuant to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from 1 February 2019 until 31 July 2019 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of PEL 512 is now determined to be 28 October 2021.

Dated: 22 February 2019

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

PETROLEUM EXPLORATION LICENCE
PELL 512

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

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

Date: 22 February 2019

Ref: F2010/000021
SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) suspend petroleum exploration licence PEL 512 for the period from 1 February 2019 to 31 July 2019 inclusive.

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

2. The expiry date of PEL 512 is now determined to be 28 October 2021.

Dated: 22 February 2019

BARRY A. GOLDFSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining
Pursuant to section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Licence has been suspended for the period from 31 May 2018 until 30 November 2018 inclusive, pursuant to delegated powers dated 31 March 2017. The expiry date of PEL 512 is now determined to be 30 April 2021.

Dated: 19 June 2018

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

PETROLEUM EXPLORATION LICENCE
PEL 512

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

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

Date: 19 June 2018

Ref: F2010/000021
SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) suspend petroleum exploration licence PEL 512 for the period from 31 May 2018 to 30 November 2018 inclusive.

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

2. The expiry date of PEL 512 is now determined to be 30 April 2021.

Dated: 19 June 2018

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

PETROLEUM EXPLORATION LICENCE
PEL 512

SA 2018-15  Notation of registrable dealing as evidenced by Royalty Sale and Purchase Agreement dated 31 January 2018 between Liberty Petroleum Corporation and Discovery Energy SA Pty Ltd is hereby entered on the public register.

SA 2018-16  Notation of registrable dealing as evidenced by Deed of Assignment dated 31 January 2018 between Liberty Petroleum Corporation and Discovery Energy SA Pty Ltd in respect of Royalty Interest in PEL 512 is hereby entered on the public register.

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

Date:  30 April 2018

Ref:  F2010/000021
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 512

SA 2018-01  Notation of registrable dealing as evidenced by Deed of Assignment dated 20 November 2017 between Liberty Petroleum Corporation and Discovery Energy SA Pty Ltd in respect of Royalty Interest in PEL 512 is hereby entered on the public register.

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

Date: 10 January 2018

Ref: F2010/000021
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 512

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that pursuant to delegated powers dated 31 March 2017, the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 5 July 2017 until 4 January 2018.

The expiry date of PEL 512 is now determined to be 28 October 2020.


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

PETROLEUM EXPLORATION LICENCE
PEL 512

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

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

Date: 17 July 2017

Files: F2010/000021
Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) suspend petroleum exploration licence PEL 512 for the period from and including 5 July 2017 to 4 January 2018.

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

2. The expiry date of PEL 512 is now determined to be 28 October 2020.

Dated: 17 July 2017

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

PETROLEUM EXPLORATION LICENCE
PEL 512

SA 2017-11  Notation of registrable dealing as evidenced by Royalty Sale and Purchase Agreement dated 21 February 2017 between High Peak Royalties Limited and Discovery Energy SA Pty Ltd is hereby entered on the public register.

SA 2017-12  Notation of registrable dealing as evidenced by Deed of Assignment dated 21 February 2017 between High Peak Royalties Limited and Discovery Energy SA Pty Ltd is hereby entered on the public register.

SA 2017-13  Notation of registrable dealing as evidenced by Royalty Sale and Purchase and Option to Purchase Agreement dated 28 February 2017 between Liberty Petroleum Corporation and Discovery Energy Corp. and Discovery Energy SA Pty Ltd is hereby entered on the public register.

SA 2017-14  Notation of registrable dealing as evidenced by Deed of Assignment dated 1 March 2017 between Liberty Petroleum Corporation and Discovery Energy SA Pty Ltd is hereby entered on the public register.

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

Date: 28 March 2017
Ref: F2010/000021
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000
Resumption of Suspension of
Petroleum Exploration Licence—PEL 512

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the suspension of the abovementioned licence dated 25 February 2016, has been resumed with effect from and including 1 November 2016 to 24 May 2017, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012:

PEL 512 is now due to expire on 27 April 2020.

Dated 31 October 2016.

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

RESUMPTION OF SUSPENSION OF PETROLEUM EXPLORATION LICENCE PEL 512

1. Resumption of suspension of PEL 512 dated 25 February 2016, from and including 1 November 2016 to 24 May 2017 is entered on the public register.

2. The expiry date of PEL 512 is now determined to be 27 April 2020.

Dated: 31 October 2016

BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy
RESUMPTION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) hereby approve the resumption of suspension dated 25 February 2016 of petroleum exploration licence PEL 512 for the period from and including 1 November 2016 to 24 May 2017.

1. No regulated activities are permitted to be carried out in the licence area during the period of the suspension.

2. The expiry date of PEL 512 is determined to be 27 April 2020.

Dated: 31 October 2016

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

PETROLEUM EXPLORATION LICENCE
PEL 512

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

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

Dated: 27 July 2016
Ref: F2010/000021
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 512

1. Notation of the Grant of Associated Activities Licence AAL 241 (adjunct to PEL 512) is hereby entered on the public register.

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

Date: 21 July 2016

File: F2010/000021
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Cessation of Suspension

Petroleum Exploration Licence—PEL 512

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the suspension of PEL 512 dated 25 February 2016 has been ceased under the provisions of the Petroleum and Geothermal Energy Act 2000, with effect from 28 June 2016, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 512 is now determined to be 5 October 2019.

Dated 22 June 2016.

B. A. GOLDSTEIN, Executive Director,
Energy Resources Division,
Department of State Development,
Delegate of the Minister for Mineral Resources and Energy
Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 512

1. Notation of conversion to a proprietary company and change of name:
   From: Discovery Energy SA Ltd
   To: Discovery Energy SA Pty Ltd

   is here by entered on the public register.

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

Date: 27 June 2016

Refs: F2010/000021
Certificate of the Registration of a Company

Corporations Act 2001 Paragraph 1274 (2) (b)

This is to certify that

DISCOVERY ENERGY SA LTD

Australian Company Number 158 204 052

is taken to be registered as a company under the Corporations Act 2001 in Victoria.

The company was a public company.

On the twenty-sixth day of May 2016 the company converted to a proprietary company and the name changed to

DISCOVERY ENERGY SA PTY LTD

The company is limited by shares.

The day of commencement of registration is the fifteenth day of May 2012.

Issued by the
Australian Securities and Investments Commission
on this twenty-seventh day of May 2016.

Greg Medcraft
Chairman
MEMORANDUM

CESSATION OF SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

1. Cessation of suspension of licence from 28 June 2016 is entered on the public register.

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

Date: 22 June 2016

Ref: F2010/000021
CESSION OF SUSPENSION OF PETROLEUM EXPLORATION LICENCE PEL 512

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

(a) hereby approve the cessation of the suspension dated 25 February 2016 of petroleum exploration licence PEL 512 with effect from 28 June 2016.

1. Regulated activities are permitted to be carried out during this period of cessation of suspension.

2. The expiry date of PEL 512 is now determined to be 5 October 2019.

Dated: 22 June 2016

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

Suspension of Petroleum Exploration Licence—PEL 512

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that pursuant to delegated powers dated 21 March 2012, the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 19 January 2016 until 18 January 2017.

The expiry date of PEL 512 is now determined to be 27 April 2020.


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

PETROLEUM EXPLORATION LICENCE
PEL 512

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

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

Date: 25 February 2016

Files: F2010/000021
SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) suspend petroleum exploration licence PEL 512 for the period from and including 19 January 2016 to 18 January 2017.

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

2. The expiry date of PEL 512 is now determined to be 27 April 2020.

Dated: 25 February 2016

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

Suspension of Petroleum Exploration Licence—PEL 512

PURSUANT to Section 92 (1) of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 19 July 2015 until 18 January 2016, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 512 is now determined to be 27 April 2019.

Dated 9 July 2015.

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

PETROLEUM EXPLORATION LICENCE
PEL 512

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

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

Date: 9 July 2015

Files: F2010/000021
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) suspend petroleum exploration licence PEL 512 for the period from and including 19 July 2015 to 18 January 2016.

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

2. The expiry date of PEL 512 is now determined to be 27 April 2019.

Dated: 9 July 2015

BARRY A. GOLDSMITH
Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 512

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 19 January 2015 until 18 July 2015, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 512 is now determined to be 25 October 2018.

Dated 6 February 2015.

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

PETROLEUM EXPLORATION LICENCE
PEL 512

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

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

Date: 6 February 2015
Files: F2010/000021
SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) suspend petroleum exploration licence PEL 512 for the period from and including 19 January 2015 to 18 July 2015.

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

2. The expiry date of PEL 512 is now determined to be 25 October 2018.

Dated: 6 February 2015

NICK PANAGOPOULOS
Acting Executive Director
Energy Resources Division
Department of State Development
Delegate of the Minister for Mineral Resources and Energy
PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licence—PEL 512

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licence has been suspended for the period from and including 9 May 2014 until 8 November 2014, under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of PEL 512 is now determined to be 27 April 2018.

Dated 14 May 2014.

B. A. GOLDSTEIN,
Executive Director,
Energy Resources Division,
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Delegate of the Minister for Mineral
Resources and Energy
**PETROLEUM AND GEOTHERMAL ENERGY ACT 2000**

**SECTION 25 (5)(b)**

Variation of Petroleum Exploration Licence—PEL 512

Notice is hereby given that under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012, the conditions of the abovementioned Exploration Licence have been varied as follows:

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

‘1. During the term of the licence, the Licensee shall carry out or cause to be carried out, exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to five 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>• Geological and Geophysical studies.</td>
</tr>
<tr>
<td>Two</td>
<td>• 100 km² 3D seismic</td>
</tr>
<tr>
<td>Three</td>
<td>• Drill two wells.</td>
</tr>
<tr>
<td></td>
<td>• 200 km² 3D seismic</td>
</tr>
<tr>
<td></td>
<td>• 100 km 2D seismic</td>
</tr>
<tr>
<td>Four</td>
<td>• Drill two wells.</td>
</tr>
<tr>
<td></td>
<td>• 200 km³ 3D seismic</td>
</tr>
<tr>
<td>Five</td>
<td>• Drill three wells.</td>
</tr>
</tbody>
</table>

The revised work requirements as a result of this variation would not have altered the outcome of the original competitive tender process.

Dated 14 May 2014.

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

PETROLEUM EXPLORATION LICENCE
PEL 512

1. Suspension of licence 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: 14 May 2014

Files: F2010/000021
Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF
PETROLEUM EXPLORATION LICENCE
PEL 512

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

(a) suspend petroleum exploration licence PEL 512 for the period from and
including 9 May 2014 to 8 November 2014.

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

2. The expiry date of PEL 512 is now determined to be 27 April 2018.

Dated: 14 May 2014

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
Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 512

1 Variation of licence conditions 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: 14 May 2014
Ref: F2010/000021
Petroleum and Geothermal Energy Act 2000  
S25(4)  

VARIATION OF  
PETROLEUM EXPLORATION LICENCE  
PEL 512  

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

Discovery Energy SA Ltd  
ACN 158 204 052

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

" 1. During the term of the licence, the Licensee shall carry out or cause to be carried out, exploratory operations on the area comprised in the licence in accordance with such work programs as are approved by the Minister from time to time. Years one to five 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>• Geological and Geophysical studies</td>
</tr>
<tr>
<td>Two</td>
<td>• 100 km(^2) 3D seismic</td>
</tr>
</tbody>
</table>
| Three                   | • Drill 2 wells  
                          | • 200 km\(^2\) 3D seismic  
                          | • 100km 2D seismic  |
| Four                    | • Drill 2 wells  
                          | • 200 km\(^2\) 3D seismic  |
| Five                    | • Drill 3 wells  |

Dated: 14 May 2014

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
MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 512

SA 2013-60  Notation of registrable dealing as evidenced by Royalty Sale and Purchase Agreement dated 18 February 2013 between Liberty Petroleum Corporation and Phoenix Oil and Gas Limited is hereby entered on the public register.

SA 2013-61  Notation of registrable dealing as evidenced by Deed of Assignment dated 18 February 2013 between Liberty Petroleum Corporation and Phoenix Oil and Gas Limited is hereby entered on the public register.

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: 30 October 2013
Ref: F2010/000021
Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 512

SA 2013-13

Notation of registrable dealing as evidenced by Royalty Grant Deed dated 31 January 2012 between Santos Resources Corp. (now Discovery Energy SA Ltd) and Liberty Petroleum Corporation 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: 1 May 2013

Ref: F2010/000021
NOTICE is hereby given that the undermentioned Petroleum Exploration Licence has been granted under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

No. of Licence | Licensee | Locality | Date of Expiry
--- | --- | --- | ---
GEL 512 | Discovery Energy SA Ltd | Cooper Basin | 25 October 2017

Description of Area—GEL 512

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

**Area 1**

Commencing at a point being the intersection of latitude 27°15'00"S AGD66 and longitude 139°00'00"E AGD66, thence east to longitude 139°23'00"E GDA94, south to latitude 27°17'00"S GDA94, west to longitude 139°21'30"E GDA94, south to latitude 27°20'00"S GDA94, west to longitude 139°19'00"E GDA94, south to latitude 27°22'30"S GDA94, west to longitude 139°18'00"E GDA94, south to latitude 27°24'30"S GDA94, west to longitude 139°17'30"E GDA94, south to latitude 27°25'30"S GDA94, west to longitude 139°16'30"E GDA94, south to latitude 27°26'30"S GDA94, west to longitude 139°15'00"E GDA94, south to latitude 27°27'30"S GDA94, west to longitude 139°13'30"E GDA94, south to latitude 27°28'30"S GDA94, west to longitude 139°13'00"E GDA94, south to latitude 27°29'20"S GDA94, west to longitude 139°11'00"E GDA94, south to latitude 27°31'00"S GDA94, west to longitude 139°10'30"E GDA94, south to latitude 27°32'30"S GDA94, west to longitude 139°09'30"E GDA94, south to latitude 27°35'50"S AGD66, east to longitude 139°10'00"E GDA94, south to latitude 27°40'00"S GDA94, east to longitude 139°11'00"E GDA94, south to latitude 27°43'00"S GDA94, west to longitude 139°08'00"E GDA94, south to latitude 27°44'00"S GDA94, west to longitude 139°07'00"E GDA94, south to latitude 27°49'00"E GDA94, west to longitude 139°06'00"E GDA94, south to latitude 27°52'00"S GDA94, west to longitude 139°04'00"E GDA94, south to latitude 28°01'00"S GDA94, east to longitude 139°08'00"E GDA94, south to latitude 28°05'00"S AGD66, west to longitude 139°00'00"E AGD66 and north to the point of commencement.

**Area 2**

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 3**

Commencing at a point being the intersection of latitude 28°05'00"S AGD66 and longitude 139°25'00"E AGD66, thence east to longitude 139°34'00"E GDA94, south to latitude 28°07'00"S GDA94, west to longitude 139°33'30"E GDA94, south to latitude 28°07'30"S GDA94, west to longitude 139°33'00"E GDA94, south to latitude 28°09'00"S GDA94, east to longitude 139°35'30"E GDA94, north to latitude 28°08'50"S AGD66, east to longitude 139°35'45"E AGD66, north to latitude 28°08'45"S AGD66, east to longitude 139°36'20"E AGD66, south to latitude 28°09'00"S AGD66, east to longitude 139°36'30"E AGD64, south to latitude 28°10'00"S AGD66, west to longitude 139°36'20"E AGD66, west to longitude 28°10'05"S AGD66, west to longitude 139°36'15"E AGD66, south to latitude 28°10'25"S AGD66, east to longitude 139°36'20"E AGD66, south to latitude 28°10'30"S AGD66, east to longitude 139°36'25"E AGD66, south to latitude 28°10'40"S AGD66, south to longitude 139°36'30"E AGD66, south to latitude 28°10'50"S AGD66, east to longitude 139°36'35"E AGD66, south to latitude 28°10'55"S AGD66, east to longitude 139°36'45"E AGD66, south to latitude 28°11'00"S AGD66, east to longitude 139°37'00"E GDA94, south to latitude 28°11'00"S GDA94, east to longitude 139°38'30"E GDA94, south to latitude 28°12'30"S GDA94, east to longitude 139°40'00"E GDA94, north to latitude 28°11'00"S GDA94, east to longitude 139°44'00"E GDA94, south to latitude 28°12'00"S GDA94, east to longitude 139°45'00"E GDA94, south to latitude 28°13'00"S GDA94, east to longitude 139°46'00"E GDA94, south to latitude 28°15'00"S AGD66, west to longitude 139°10'00"E AGD66, north to latitude 28°05'00"S AGD66, east to longitude 139°18'00"E GDA94, south to latitude 28°09'00"S GDA94, east to longitude 139°20'00"E GDA94, south to latitude 28°13'00"S GDA94, east to longitude 139°23'00"E GDA94, north to latitude 28°10'00"S GDA94, east to longitude 139°25'00"E AGD66 and north to the point of commencement.

Area: 2 366 km² approximately.

Dated 26 October 2012.

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

PETROLEUM EXPLORATION LICENCE
PEL 512

1. This Licence granted on 26 October 2012 is hereby entered on the public register.

2. Interests in the licence are:-

   Discovery Energy SA Ltd 100%


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

Date: 26 October 2012

File: 2010/000021
Petroleum and Geothermal Energy Act 2000

PETROLEUM EXPLORATION LICENCE

PEL 512

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

Discovery Energy SA Ltd
ACN 158 204 052

(hereinafter referred to as the Licensee) an Exploration Licence in relation to all regulated resources except a source of geothermal energy or a natural reservoir for the purpose of gas storage in respect of the area set out below, to have effect for a period of five years and to expire on 25 October 2017 and carrying the right to two further renewal terms, subject to the provisions of the Petroleum and Geothermal Energy Act 2000.

DESCRIPTION OF AREA

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

CONDITIONS

1. During the term of the Licence, the Licensee shall carry out or cause to be carried out, exploratory operations on the area comprised in the Licence in accordance with such work programs as are approved by the Minister from time to time. Years one to five 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>• Geological and geophysical studies.</td>
</tr>
<tr>
<td>Two</td>
<td>• 250 km 2D seismic acquisition.</td>
</tr>
<tr>
<td>Three</td>
<td>• 400 km² 3D seismic acquisition; and 2 wells.</td>
</tr>
<tr>
<td>Four</td>
<td>• Drill 5 wells.</td>
</tr>
<tr>
<td>Five</td>
<td>• Drill 5 wells.</td>
</tr>
</tbody>
</table>
2. In the event that the Licensee during any year of the term of this Licence fails to comply with the work program requirements of this Licence, it is an express term of this Licence that the Minister may, at his discretion, either cancel this Licence or authorise such variation to these requirements as the Minister thinks fit.

3. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, for the satisfaction of obligations arising under the Act or this Licence, a security of $50,000 (fifty thousand dollars) or such greater sum as specified by the Minister from time to time ("the Security"). The Security shall be lodged in the form of either;
   (a) cash; or
   (b) an unconditional, irrevocable bank guarantee or letter of credit in a form, and from a financial institution, approved by the Minister,

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

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

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

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

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

6. The Licensee shall upon production of a regulated resource from the Licence area, comply with its obligations under Clause 8 of the Deed dated 4 September 2012 between the Licensee, the Minister and the Dieri Native Title Claim Group, entered into for the purposes of Section 31 of the Native Title Act 1993.

7. The licensee shall upon production of a regulated resource from the Licence area, comply with its obligations under Clause 8 of the Acceptance Contract Conditions of the Wangkangurru/Yarluyandi Conjunctive Petroleum ILUA, entered into by the Licensee by the execution of an Acceptance Deed on 10 August 2012.
8. The Licensee will ensure, when preparing an Environmental Impact Report under Part 12 of the Petroleum and Geothermal Energy Act 2000, that the report also includes an assessment of the potential economic consequences for other licensees under the Petroleum and Geothermal Energy 2000 or Mining Act 1971 and owners of land, arising out of proposed regulated activities to be carried out in the Licence area.

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

Date: 26 October ......... 2012

BARRY A. GOLDBEIN
Executive Director
Energy Resources Division
Department for Manufacturing, Innovation, Trade, Resources and Energy
Delegate of the Minister for Mineral Resources and Energy
Signed by the said LICENSEE

Date: 10 October 2012

[Signature]

Authorized Representative

ANDREW ADAMS

Name

DIRECTOR

Position

DISCOVERY ENERGY SA LTD.

Company
PETROLEUM EXPLORATION LICENCE

PEL 512

THE SCHEDULE

Description of Area

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

AREA 1
Commencing at a point being the intersection of latitude 27°15'00"S AGD66 and longitude 139°00'00"E AGD66, thence east to longitude 139°23'00"E GDA94,
south to latitude 27°17'00"S GDA94, west to longitude 139°21'30"E GDA94,
south to latitude 27°20'00"S GDA94, west to longitude 139°19'00"E GDA94,
south to latitude 27°22'30"S GDA94, west to longitude 139°18'00"E GDA94,
south to latitude 27°24'30"S GDA94, west to longitude 139°17'30"E GDA94,
south to latitude 27°25'30"S GDA94, west to longitude 139°16'30"E GDA94,
south to latitude 27°26'30"S GDA94, west to longitude 139°15'00"E GDA94,
south to latitude 27°27'30"S GDA94, west to longitude 139°13'30"E GDA94,
south to latitude 27°28'30"S GDA94, west to longitude 139°13'00"E GDA94,
south to latitude 27°29'30"S GDA94, west to longitude 139°12'00"E GDA94,
south to latitude 27°30'00"S GDA94, west to longitude 139°11'00"E GDA94,
south to latitude 27°31'00"S GDA94, west to longitude 139°10'30"E GDA94,
south to latitude 27°32'30"S GDA94, west to longitude 139°09'30"E GDA94,
south to latitude 27°35'00"S AGD66, east to longitude 139°10'00"E GDA94,
south to latitude 27°40'00"S GDA94, east to longitude 139°11'00"E GDA94,
south to latitude 27°43'00"S GDA94, west to longitude 139°08'00"E GDA94,
south to latitude 27°44'00"S GDA94, west to longitude 139°07'00"E GDA94,
south to latitude 27°49'00"S GDA94, west to longitude 139°06'00"E GDA94,
south to latitude 27°52'00"S GDA94, west to longitude 139°04'00"E GDA94,
south to latitude 28°01'00"S GDA94, east to longitude 139°08'00"E GDA94,
south to latitude 28°05'00"S AGD66, west to longitude 139°00'00"E AGD66, and north to the point of commencement.

AREA 2
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 3
Commencing at a point being the intersection of latitude 28°05'00"S AGD66 and longitude 139°25'00"E AGD66, thence east to longitude 139°34'00"E GDA94, south to latitude 28°07'00"S GDA94, west to longitude 139°33'30"E GDA94, south to latitude 28°07'30"S GDA94, west to longitude 139°33'00"E GDA94, south to latitude 28°09'00"S GDA94, east to longitude 139°35'30"E GDA94, north to latitude 28°08'50"S AGD66, east to longitude 139°35'45"E AGD66, north to latitude 28°08'45"S AGD66, east to longitude 139°36'20"E AGD66, south to latitude 28°09'00"S AGD66, east to longitude 139°36'30"E GDA94, south to latitude 28°10'00"S AGD66, west to longitude 139°36'20"E AGD66, south to latitude 28°10'05"S AGD66, west to longitude 139°36'15"E AGD66, south to latitude 28°10'25"S AGD66, east to longitude 139°36'20"E AGD66, south to latitude 28°10'30"S AGD66, east to longitude 139°36'25"E AGD66, south to latitude 28°10'40"S AGD66, east to longitude 139°36'30"E AGD66, south to latitude 28°10'50"S AGD66, east to longitude 139°36'35"E AGD66, south to latitude 28°10'55"S AGD66, east to longitude 139°36'45"E AGD66, south to latitude 28°11'00"S AGD66, east to longitude 139°37'00"E GDA94, south to latitude 28°11'00"S GDA94, east to longitude 139°38'30"E GDA94, south to latitude 28°12'30"S GDA94, east to longitude 139°40'00"E GDA94, north to latitude 28°11'00"S GDA94, east to longitude 139°44'00"E GDA94, south to latitude 28°12'00"S GDA94, east to longitude 139°45'00"E GDA94, south to latitude 28°13'00"S GDA94, east to longitude 139°46'00"E GDA94, south to latitude 28°15'00"S AGD66, west to longitude 139°10'00"E AGD66, north to latitude 28°05'00"S AGD66, east to longitude 139°10'00"E AGD66, south to latitude 28°09'00"S GDA94, east to longitude 139°20'00"E GDA94, south to latitude 28°13'00"S GDA94, east to longitude 139°23'00"E GDA94, north to latitude 28°10'00"S GDA94, east to longitude 139°25'00"E AGD66, and north to the point of commencement.

AREA: 2366 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: 512

F2010/000021 AREA: 2366 sq km (approx)
THE HONOURABLE TOM KOUTSANTONIS,
MINISTER FOR MINERAL RESOURCES AND ENERGY

DIERI NATIVE TITLE HOLDERS

DISCOVERY ENERGY SA LTD

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

Date
4 September 2012

Parties

1
HONOURABLE TOM KOUTSANOTIONS MINISTER FOR MINERAL RESOURCES AND ENERGY of Level 8, Terrace Towers 178 North Terrace Adelaide South Australia 5000 for and on behalf of the State of South Australia, (the “State”)

2
Discovery Energy SA Ltd ACN 158 204 052 the registered office of which is Level 8, 350 Collins Street Melbourne Victoria 3000 (the “Company”)

3
Edward Lander, Rhonda Gepp-Kennedy, Name Withheld for Cultural Reasons,, Sylvia Stuart, Irene Kemp and David Mungerannie, for and behalf of the Dieri Native Title Holders c/o Camatta Lempens, Level 1, 345 King William Street Adelaide South Australia 5000 (the “Native Title Holders”)

4
Dieri Aboriginal Corporation c/o PO Box 607, Port Augusta South Australia (the “Association”)

Recitals

WHEREAS:

A. The Company is the applicant for the grant of Petroleum Exploration Licence/s under the Petroleum Act in respect of Petroleum Exploration Licence Application number 512 (“the PELA/s”) in respect of the areas described in Schedule 1 and seeks the issue of the Licence/s pursuant to the Petroleum Act;

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

C. The State has caused a Notice to be published pursuant to Subdivision P, Division 3 of Part 2 of the Native Title Act (“Right to Negotiate Provisions”) on 16 December 2009 advising of the State’s intention to grant Licence/s in respect of the PELA/S pursuant to the Petroleum Act;

D. The Native Title Holders hold native title over land and waters within the Licence Area as determined in the Federal Court of Australia in Federal Court file number SAD 6017 of 1998 by consent of the parties thereto on 1 May 2012;
E. The members of the Association applied for and have been incorporated under the Aboriginal Councils Associations Act 1976 (Commonwealth) as the Dieri Aboriginal Corporation;

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

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

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

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

J. Following negotiations in good faith between the parties, the Native Title Holders have agreed to the grant of the Licence/s to the Company on the terms set out in this Deed.

NOW IT IS AGREED as follows.
1. **Interpretation**

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

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

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

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

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

(e) Recitals, Schedules and the Annexures to the Schedules form part of this Deed;

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

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

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

(i) "Business Day" means:

(1) for receiving a notice under clause 14, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is sent; and

(2) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in South Australia, Australia;

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

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

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

Monetary references are references to Australian currency;

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

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 thereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:

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

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

(3) PROVIDED that in the event the offending provisions are the inclusion of 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 Holders; and

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

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

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

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

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

"Association" means the Body Corporate representing the Native Title Holders;

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

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

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

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

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

"Essential Term" means those terms in clauses 7.1, 8.1, 8.2, 8.3, 17.3, of this Deed and in clauses 7, 8.7, 8.8, 9.6, 13, 15.1, 15.3 and 15.4 of Schedule 4;

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

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

"Licence Area" means that part of the land and any waters comprising part of the Determined Land and the subject of a Licence Application and subsequent to the grant of the Licence/s the area for the time being the subject of a Licence PROVIDED that, where at any time part of such area
ceases to be the subject of a Licence, that area thereupon ceases to form a part of the Licence Area;

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

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

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

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

"Native Title Holders" has the same meaning as in the Native Title Act;

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

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

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

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

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

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

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

"Project" means all operations proposed or which may be undertaken by the Company or its contractors relating or incidental to the activities conducted or authorised under the Licence/s including (where the context requires) any PPL/s emanating from the PEL/s granted in terms of this Deed and any Subsequent licence/s so authorised;

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

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

"Subsequent Licence" means the grant within the Licence Area of any:
(a) PPL (that is not already authorised under this Deed);
(b) Associated Activities Licence;
(c) PRL;
(d) Easement for pipeline purposes;
(e) Preliminary Survey Licence;
(f) Speculative Survey Licence; or
(g) other authority able to be lawfully granted to the Company where the Company is the holder of a PEL or PPL authorised by this Deed at the time of the Licence Application, but excludes any authority authorising the geosequestration of carbon dioxide outside of normal petroleum operations or any activities associated with Geothermal energy.

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 Holders represent and warrant that:

(a) they have obtained all necessary authorisations required to be obtained by them to enter into this Deed; and

(b) this Deed is valid and binding and enforceable in accordance with its terms against them and all those persons on whose behalf Native Title is held.

4.2 The Negotiation Parties having negotiated in good faith agree, for the better management of interaction between them hereafter and for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Holders 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:
(a) all necessary actions have been taken in accordance with its constitution and by-laws to enter into this Deed; and

(b) this Deed is valid, binding and enforceable in accordance with its terms against it.

5. THE LICENCE/S

5.1 The Native Title Holders and the Association:

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

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

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

5.2 The Negotiation Parties acknowledge that:

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

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

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

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

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

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

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

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

(c) the South Australian Parliament.

7. ADMINISTRATION PAYMENT

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

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

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

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

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

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

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

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

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

(b) the anniversary date on which the annual payment would normally fall due will be extended by the term of the suspension.
7.5 The Maximum Administration Fee per PEL will be one hundred and fifty thousand dollars ($150,000).

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

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

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

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

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

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

8. PRODUCTION PAYMENT

8.1 The Company agrees:

(a) to pay from time to time to the Native Title Holders in further consideration for the Native Title Holders entering into this Deed the amounts calculated from time to time in accordance with the terms set out in Schedule 3; and

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

8.2 The Native Title Holders hereby request and direct the State to pay to the Association the Native Title Holders’ share of the monies received by the State from the Company in accordance with clause 8.1 and the State agrees so to do.

8.3 Each payment by the State shall be made:

June 18, 2012
(a) for and on behalf of the Company;

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

(c) in full satisfaction and discharge of each respective obligation of the Company arising under clause 8.1.

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

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

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

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

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

8.9 The Native Title Holders and the Association release the Company and the State from, and acknowledge that this Deed may be pleaded as an absolute bar against, all such Compensation Entitlements, liabilities, actions, claims or demands.
8.10 The Native Title Holders and the Association will not make any application or claim against the Company or the State or any other person in any court, tribunal, commission or any other competent body, including the National Native Title Tribunal for compensation, restitution, benefits, damages or any other amount (whether to be held in trust under the Native Title Act or otherwise) in connection with any such Compensation Entitlements, liabilities, actions, claims or demands.

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

9. ABORIGINAL HERITAGE PROTECTION

9.1 The Company, the Native Title Holders and the Association must comply with the terms of Schedule 4 which provide:

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

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

9.2 The Company’s obligations under Schedule 4 are not dependent upon the Native Title Holders establishing native title over the Licence Area or obtaining a determination of native title.

10. STATE NOT LIABLE FOR SCHEDULE 4 PROVISIONS

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

11. DEED NOT CONDITION OF GRANT

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

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

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

13.2 If the Company assigns, transfers or novates the whole or part of an interest in a Licence, the Company will procure that the party thereby acquiring that interest in the Licence enters into a deed of assumption in substantially the same form as the draft deed contained in Schedule 5 of this Deed whereby the incoming party covenants to assume the obligations of the Company with regard to the other parties, and to be bound by the terms and conditions of this Deed as if it were a party to this Deed to the extent of the interest so acquired by the incoming party, and the Company will be released to the same extent of the interest so acquired by the incoming party.

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

13.4 In the event that a Body Corporate other than the Association is notified to the Federal Court of Australia as the Prescribed Body Corporate for the purposes of section 57(2) of the Native Title Act then:

(a) the Native Title Holders and the Association must use their respective best endeavours to ensure that the Prescribed Body Corporate becomes a party to this Deed in place of the Native Title Holders and the Association and assumes the rights and obligations of the Native Title Holders and of the Association under this Deed;

(b) the parties (other than the Native Title Holders) to this Deed consent to the Prescribed Body Corporate becoming a party to this Deed and assuming the rights and obligations of the Native Title Holders and of the Association;

(c) each of the parties to this Deed must sign such documents and do such things as are necessary to give effect to the provisions of this clause.

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

14. **NOTICES**

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

The State's address: The Minister for Mineral Resources and Energy
c/- The Director, Petroleum & Geothermal Group
Primary Industry and Resources
Level 7, 101 Grenfell Street
Adelaide SA 5000
Email address: Dmitre.petroleum@sa.gov.au
Telephone number: +61 8 8463 3024
Facsimile number: +61 8 8463 3202

Company's address: Discovery Energy SA Ltd
C/-Discovery Energy Corp.
Suite 1700,
One Riverway Drive
Houston, Texas, 77056 USA
Email address: mdd@discoveryenergy.com
Telephone number: +1 713 594-9348
Facsimile number: +1 713 622-1937

with copy to:
Discovery Energy SA Ltd
Level 8, 350 Collins Street
Melbourne VIC 3000
Australia

Dieri Registered Native Title Holders address:
C/- Camatta Lempens Pty Ltd Solicitors,
345 King William Street Adelaide SA 5000
Email address:
Skenny@camattalemppens.com.au
Telephone number: +61 8 8410 0211
Facsimile number: +61 8 8410 0566

The Association's address:
PO Box 607
Port Augusta
South Australia 5700
Email address:
Telephone number: +61 8 8642 2638
Facsimile:

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

14.3 To facilitate the giving of notice, the Native Title Holders shall give written notice within 7 days of the change in particulars or address of the Association
to the State and the Company.

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

15. GOVERNING LAW

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

16. COUNTERPARTS

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

17. SIGNING FEE AND GENERAL

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

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

17.3 Subject to clause 17.4, in consideration of the Native Title Holders entering into this Deed and as a special non-recurrent payment (which includes consideration for the grant of any Subsequent licence), the Company agrees to pay the sum of seventy five thousand dollars ($75,000) to the Association for each PEL within 7 Business Days after the Commencement Day.

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

17.5 Where the payment to be made by the Company pursuant to this Deed ("Payment") constitutes consideration for a taxable supply by the Association:
(a) the amount of the Payment shall be increased by, and the Company shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10%; and

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

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

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

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

17.8 Any disputes between the parties in relation to the operation or interpretation of this clause shall be dealt with in accordance with clause 24 of Schedule 4.

17.9 The parties agree to make any changes that are required to this clause to reflect any amendments made to the GST Act or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.

17.10 In this clause 17:

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

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

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

17.13 The Association may appoint an agent to carry out its functions under this Deed. At the request of any other party, the Association will provide details in writing of the agent and the scope of his authority.

EXECUTED by the parties as a Deed.

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

Witness

Name: Tom Cavinder Smith
Address: ..................................................
Occupation: ..................................................

The Honourable Tom Koutsantonis,
Minister for Mineral Resources and Energy

EXECUTED by Discovery Energy SA Ltd ACN 158 204 062 in accordance with section 127 of the Corporations Act in the presence of:

Director

Director/Secretary

June 18, 2012
SIGNED by Edward Lander
in the presence of:

Witness

STEPHEN KENNY
Witness Full Name

SIGNED by Rhonda Kennedy-Gepp in the presence of:

Witness

Witness Full Name

SIGNED by Sylvia Stuart in the presence of:

Witness

Witness Full Name

SIGNED by Irene Kemp in the presence of:

Witness

Witness Full Name

SIGNED by David Mungerannie in the presence of:

June 18, 2012

2040363/Deed
THE COMMON SEAL of the Association was hereunto affixed in accordance with its constitution in the presence of

Kaylene Kemp
Member
Print name: Kaylene Kemp

Mandy Twipulotu
Member
Print name: Mandy Twipulotu

D. Mongaronie
SCHEDULE 1: MAP OF LICENCE AREA
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: 512

Government of South Australia
Department for Manufacturing, Innovation, Trade, Resources and Energy

F2010/000021  AREA: 2366 sq km (approx)
SCHEDULE 2: THE DIERI NATIVE TITLE DETERMINATION
ORDER ENTERED

Federal Court of Australia
District Registry: South Australia
Division: General

EDWARD LANDER and others/another named in the schedule
Applicant

STATE OF SOUTH AUSTRALIA and others/another named in the schedule
Respondent

ORDER

JUDGE: Mansfield J

DATE OF ORDER: 1 May 2012

WHERE MADE: Marree Station

THE COURT NOTES THAT:

A The Applicant first lodged Native Title Determination Application No. SAD 6017 of 1998 (the Application) with the National Native Title Tribunal on 21 August 1997 in relation to lands and waters in northern South Australia which are now the subject of a proposed determination of native title. The Application was referred to the Federal Court of Australia on 30 September 1998.

B The Applicant, the State of South Australia and the other respondents have reached an agreement as to the terms of a determination of native title to be made in relation to the whole of the land and waters covered by the Application. They have filed with this Court, pursuant to section 87 of the Native Title Act 1993 (Cth) (the Native Title Act), an agreement in writing to seek the making of consent orders for a determination.
C The State of South Australia asserts that the Vesting (as defined in paragraph 1 (b)) of those parts of the Determination Area in the Crown listed in Schedule 4 ("the Schedule 4 Areas") means that the exercise of all native title rights and interests in relation to those areas (whether exclusive or non-exclusive) was suppressed at the date of the Vesting, pursuant to the non-extinguishment principle established by the Native Title Act. Accordingly, all native title rights and interests in the Schedule 4 Areas remain suppressed for as long as those areas remain vested in the Crown under the National Parks and Wildlife Act 1972 ("the NPWA") or other relevant State legislation.

D The Applicants assert with regard to the Schedule 4 Areas that some native title rights are not suppressed by the Vesting but acknowledge the operation of the non-extinguishment principle provided for in the Native Title Act.

E The Parties have agreed to the following orders in relation to the native title rights and interests, reflecting (insofar as those orders relate to the Schedule 4 Areas) a compromise of the issue addressed in Recitals C and D.

F The parties acknowledge that the effect of the making of the determination will be that the members of the native title claim group, in accordance with the traditional laws acknowledged and the traditional customs observed by them, will be recognised as the native title holders for the Determination Area as defined by Paragraph 3 of this Order.

G The parties have requested that the Court determine the proceedings without a trial.

Being satisfied that a determination in the terms sought by the parties would be within the power of the Court and it appearing to the Court appropriate to do so and by the consent of the parties:

**THE COURT ORDERS, DECLARES AND DETERMINES BY CONSENT THAT:**

**Interpretation & Declaration**

1 In this determination, including its schedules:

(a) unless the contrary intention appears, the words and expressions used have the same meaning as they are given in Part 15 of the Native Title Act;
(b) "the Vesting" means the vesting of a Park or Reserve in the Crown pursuant to the NPWA as listed in Schedule 4; and

(c) in the event of an inconsistency between a description of an area and the depiction of that area on the map in Schedule 2, the written description shall prevail.

2 Native title exists in the areas described in Schedule 1 with the exception of those areas described in paragraphs 9, 11, 12, and 14 ("the Determination Area").

Native Title Holders

3 Under the relevant traditional laws and customs of the Dieri people, the native title holders comprise those living Aboriginal people who:

(a) are the descendants of the following apical ancestors:

(i) Ruby Merrick and Tim Maltalinha (also known as Tim Merrick) who are the parents of the sibling set - Martin, Gottlieb, Rebecca, Selma (or Thelma);

(ii) Kuriputhanha (known as ‘Queen Annie’) mother of Karla-warru (also known as Annie);

(iii) Mary Dixon (born at Killalpaninna) mother of the sibling set -Dear Dear (known as ‘Tear’), Jack Garret, George Mungerannie, Joe Shaw, and Henry;

(iv) Bertha mother of the sibling set - Johannes and Susanna;

(v) Walter Kennedy husband of Selma (also known as Thelma) nee Merrick;

(vi) Florrie wife of Martin Merrick;

(vii) Clara Stewart (nee Murray) mother of Eddie Stewart, and;

(viii) The man Pinngipania (born at Lake Hope) and the woman Kulibani (born at Kalamarina) who are the parents of Sam Tintibab (or Dindibana Ginjimirina); and

(b) identify as Dieri; and
(c) are recognised by the other Native Title Holders under the relevant Dieri traditional laws and customs as holding native title rights and interests in the Determination Area.

Rights And Interests

4 Subject to Paragraphs 5, 6 and 7, the nature and extent of the native title rights and interests in relation to the Determination Area are non-exclusive rights to use and enjoy in accordance with the native title holders' traditional laws and customs the land and waters of the Determination Area, being:

(a) the right to access and move about the Determination Area;

(b) the right to hunt and fish on the land and waters of the Determination Area;

(c) the right to gather and use the natural resources of the Determination Area such as food, medicinal plants, wild tobacco, timber, resin, ochre and feathers but excluding those resources referred to in Paragraph 11;

(d) the right to share and exchange the subsistence and other traditional resources of the Determination Area;

(e) the right to use the natural water resources of the Determination Area;

(f) the right to live, to camp and, for the purpose of exercising the native title rights and interests, to erect shelters on the Determination Area;

(g) the right to cook on the Determination Area and to light fires for domestic purposes but not for the clearance of vegetation;

(h) the right to engage and participate in cultural activities on the Determination Area including those relating to births and deaths;

(i) the right to conduct ceremonies and hold meetings on the Determination Area;

(j) the right to teach on the Determination Area the physical and spiritual attributes of locations and sites within the Determination Area;
(k) the right to visit, maintain and protect sites and places of cultural and religious
significance to Native Title Holders under their traditional laws and customs on
the Determination Area; and

(l) the right to be accompanied on to the Determination Area by those people who,
though not Native Title Holders, are:

(i) spouses of native title holders; or

(ii) people required by traditional law and custom for the performance of
ceremonies or cultural activities on the Determination Area; or

(iii) people who have rights in relation to the Determination Area according to
the traditional laws and customs acknowledged by the native title holders.

General Limitations

5 The native title rights and interests are for personal, domestic and communal use but do
not include commercial use of the Determination Area or the resources from it.

6 The native title rights and interests described in paragraph 4 do not confer possession,
occupation, use and enjoyment of the Determination Area on the native title holders to
the exclusion of others.

7 Native title rights and interests are subject to and exercisable in accordance with:

(a) the traditional laws and customs of the native title holders;

(b) the valid laws of the State of South Australia and Commonwealth, including the
common law.

For the avoidance of doubt, the native title interest expressed in Paragraph 4(e) (the
right to use the natural water resources of the Determination Area) is subject to the
Natural Resources Management Act 2004 (SA).

8 Native title does not exist in the areas and resources described in Paragraphs 9, 11, 12
and 14 herein.

9 Native title rights and interests do not exist in respect of those parts of the
Determination Area being any house, shed or other building or airstrip or any dam or
other stock watering point constructed pursuant to the pastoral leases referred to in Paragraph 15(a) below constructed prior to the date of this determination. These areas include any adjacent land or waters the exclusive use of which is necessary for the enjoyment of the improvements referred to.

10 To be clear, Paragraph 9 does not preclude the possibility of further extinguishment, according to law, of native title over other limited parts of the Determination Area by reason of the construction of new pastoral improvements of the kind referred to in Paragraph 9 after the date of this determination.

11 Native title rights and interests do not exist in:

(a) Minerals, as defined in section 6 of the Mining Act 1971 (SA); or

(b) Petroleum, as defined in section 4 of the Petroleum and Geothermal Energy Act 2000 (SA); or

(c) a naturally occurring underground accumulation of a regulated substance as defined in section 4 of the Petroleum and Geothermal Energy Act 2000 (SA), below a depth of 100 metres from the surface of the earth; or

(d) a natural reservoir, as defined in section 4 of the Petroleum and Geothermal Energy Act 2000 (SA), below a depth of 100 metres from the surface of the earth; or

(e) geothermal energy, as defined in section 4 of the Petroleum and Geothermal Energy Act 2000 (SA) the source of which is below a depth of 100 metres from the surface of the earth.

For the purposes of this paragraph 11 and the avoidance of doubt:

(i) a geological structure (in whole or in part) on or at the earth's surface or a natural cavity which can be accessed or entered by a person through a natural opening in the earth's surface, is not a natural reservoir;

(ii) thermal energy contained in a hot or natural spring is not geothermal energy as defined in section 4 of the Petroleum and Geothermal Energy Act 2000 (SA);
the absence from this order of any reference to a natural reservoir or a naturally occurring accumulation of a regulated substance, as those terms are defined in section 4 of the Petroleum and Geothermal Energy Act 2000 (SA), above a depth 100 metres below the surface of the earth or geothermal energy the source of which is above a depth of 100 metres below the surface of the earth is not, of itself, to be taken as an indication of the existence or otherwise of native title rights or interests in such natural reservoir, naturally occurring accumulation of a regulated substance or geothermal energy.

12 Native title rights do not exist in the areas covered by Public Works (including the land defined in section 251D of the Native Title Act) which were constructed, established or situated prior to 23 December 1996 or commenced to be constructed or established on or before that date.

13 Public Works constructed, established or situated after 23 December 1996 have had such effect as has resulted from Part 2, Division 3, of the Native Title Act.

14 Those areas described in Schedule 3 have been excluded from the Determination Area because native title has been extinguished over them.

Other Interests & Relationship with Native Title

15 The nature and extent of other interests to the Determination Area are:

(a) the interests within the Determination Area created by the following pastoral leases:

<table>
<thead>
<tr>
<th>Lease name</th>
<th>Pastoral Lease No</th>
<th>Crown Lease</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cannatalkanina</td>
<td>2188</td>
<td>Volume 1239 Folio 4</td>
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<td>2397</td>
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<tr>
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<td>Volume 1597 Folio 90</td>
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<td>2389</td>
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<td>Etadunna</td>
<td>2437</td>
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<tr>
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<td>Kirrakirrinna</td>
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<td>Lake Hope</td>
<td>2447</td>
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<td>2298</td>
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<td>Wilpoorinna</td>
<td>2210</td>
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</tr>
</tbody>
</table>

(b) the interests of the Crown in right of the State of South Australia;

c) the interests of persons to whom valid or validated rights and interests have been granted or recognised by the Crown in right of the State of South Australia or by the Commonwealth of Australia pursuant to statute or otherwise in the exercise of executive power including, but not limited to, rights and interests granted or recognised pursuant to the Crown Land Management Act 2009 (SA), Crown Lands Act 1929 (SA), Mining Act 1971 (SA), Petroleum and Geothermal Energy Act 2000 (SA) and Opal Mining Act 1995 (SA), all as amended from time to time;
(d) rights or interests held by reason of the force and operation of the laws of the State or of the Commonwealth;

(e) the rights to access land by an employee or agent or instrumentality of the State of South Australia, Commonwealth or other statutory authority as required in the performance of his or her statutory or common law duties where such access would be permitted to private land;

(f) the rights and interests of Telstra Corporation Limited (or its corporate successor):

   (i) as the owner or operator of telecommunications facilities within the Determination Area;

   (ii) created pursuant to the *Post and Telegraph Act 1901* (Cth), the *Telecommunications Act 1975* (Cth), the *Australian Telecommunications Corporation Act 1989* (Cth), the *Telecommunications Act 1991* (Cth) and the *Telecommunications Act 1997* (Cth) including rights;

   (1) to inspect land;

   (2) to install and operate telecommunication facilities within the Determination Area;

   (3) to alter, remove, replace, maintain, repair and ensure the proper functioning of its telecommunications facilities, including cabling, customer terminal sites and ancillary facilities; and

   (4) for its employees, agents or contractors to access its telecommunications facilities in and in the vicinity of the Determination Area in performance of their duties;

(iii) under or arising from section 18 of the *Crown Land Management Act 2009* (SA) or section 5 of the *Crown Lands Act 1929* (SA);

(iv) under any lease, licences, access agreements or easements relating to its telecommunications facilities in the Determination Area.

(g) The rights and interests of BHP Billiton Olympic Dam Corporation Pty Ltd:
(i) in the Indenture (as amended) and ratified by the *Roxby Downs (Indenture Ratification) Act 1982* (SA), and rights, powers, privileges and interests comprised in, conferred under or in accordance with or pursuant to that Indenture and the *Roxby Downs (Indenture Ratification) Act 1982* (SA);

(ii) as the holder of a Special Water Licence over Borefield B (SWL Borefield B) granted pursuant to the Indenture ratified by the *Roxby Downs (Indenture Ratification) Act 1982* (SA);

(iii) as the owner of easement CT 5514/452; and

(iv) for BHP Billiton Olympic Dam Corporation Pty Ltd's employees, agents or contractors to enter the Determination Area to access BHP Billiton Olympic Dam Corporation Pty Ltd's rights and interests and to do all things necessary to exercise those rights and interests in the vicinity of the Determination Area in performance of their duties.

(h) The rights and interests of the “Producers” as defined by the *Cooper Basin (Ratification) Act 1975* (SA):

(i) as holders of Petroleum Production Licences PPL6, PPL7, PPL8, PPL10, PPL17, PPL18, PPL19, PPL20, PPL29, PPL32, PPL35, PPL37, PPL45, PPL46, PPL47, PPL48, PPL51, PPL52, PPL53, PPL54, PPL55, PPL56, PPL57, PPL60, PPL61, PPL63, PPL64, PPL65, PPL66, PPL67, PPL68, PPL70, PPL75, PPL80, PPL81, PPL83, PPL84, PPL91, PPL94, PPL95, PPL101, PPL107, PPL124, PPL126, PPL127, PPL129, PPL137, PPL140, PPL143, PPL144, PPL145, PPL148, PPL150, PPL153, PPL154, PPL160, PPL161, PPL162, PPL165, PPL175, PPL176, PPL177, PPL178, PPL180, PPL196, PPL230, PPL233 and PPL 238 (“the Producers Petroleum Production Licences”) granted pursuant to the *Cooper Basin (Ratification) Act 1975* (SA), the *Petroleum Act 1940* (SA) (repealed) and the *Petroleum and Geothermal Energy Act 2000* (SA);

(ii) as the owners and operators of flow-lines and other infrastructure reasonably necessary for and incidental to the Producers' Petroleum Production Licences pursuant to the *Cooper Basin (Ratification) Act 1975*
(SA), the Petroleum Act 1940 (SA) (repealed) and the Petroleum and Geothermal Energy Act 2000 (SA);

(iii) created pursuant to the Cooper Basin (Ratification) Act 1975 (SA), the Petroleum Act 1940 (SA) (repealed) and the Petroleum and Geothermal Energy Act 2000 (SA);

(iv) for the Producers' employees, agents or contractors to enter the Determination Area to access the Producers' rights and interests and to do all things necessary to exercise those rights and interests in the vicinity of the Determination Area in performance of their duties.

(i) The rights and interests of Geodynamics Limited (ACN 095 006 090) ("Geodynamics") and Origin Energy Geothermal Pty Ltd (ACN 128 159 277) ("Origin");

(i) as holders of Geothermal Retention Licences GRL 20; GRL 21; GRL 22; GRL 23; and GRL 24 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(ii) created pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iii) for the employees, agents and contractors of Geodynamics and/or Origin to enter the Determination Area to access the rights and interests of Geodynamics and/or Origin and to do all things necessary to exercise those rights and interests in the vicinity of the Determination Area in performance of their duties.

(j) The rights and interests of Beach Energy Limited (ACN 007 617 969) ("Beach");

(i) as holder of Petroleum Production Licences PPL 204; PPL 205; PPL 212; PPL 220; PPL 224 and PPL 239 ("Beach Production Licences") granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(ii) as the holder of Petroleum Exploration Licences PEL 91; PEL 92; PEL 94; and PEL 107 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iii) as the holder of Associated Activities Licences AAL 18; AAL 82; AAL 98; AAL 128, AAL 146; AAL 157; and AAL 162 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);
(iv) as the owner and operator of flow-lines and other infrastructure reasonably necessary for and incidental to the Beach Production Licences pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(v) as a party to farm in agreements under which Beach has acquired an interest, or has contracted to acquire

A. an interest in licences granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA); and/or
B. an interest in resources discovered, utilised or recovered under licences granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(vi) created pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(vii) for the employees, agents or contractors of Beach to enter the Determination Area to access the rights and interests of Beach and to do all things necessary or appropriate to exercise those rights and interests in, or in the vicinity of, the Determination Area in performance of their duties;

(viii) of access and ingress to and egress from the area of a licence held under the Petroleum and Geothermal Energy Act 2000 (SA) by authorisation of the licence holder.

(k) The rights and interests of Permian Oil Pty Ltd (ACN 104 456 386) ("Permian"):

(i) as one of the holders of Petroleum Production Licences PPL 213 and PPL 214 (Permian Production Licences) granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(ii) as one of the holders of Petroleum Retention Licence PRL 15 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iii) as one of the holders of Petroleum Exploration Licences PEL 87, PEL 104, PEL 111 and PEL 424 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iv) as the owner or operator of flow-lines and other infrastructure reasonably necessary for and incidental to the Permian Production Licences pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);
(v) created pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(vi) for the employees, agents or contractors of Permian to enter the Determination Area to access the rights and interests of Permian and to do all things necessary or appropriate to exercise those rights and interests in, or in the vicinity of, the Determination Area in performance of their duties;

(vii) of access and ingress to and egress from the area of a licence held under the Petroleum and Geothermal Energy Act 2000 (SA) by authorisation of the licence holder.

(l) The rights and interests of Victoria Oil Exploration (1977) Pty Ltd (ACN 008 898 431) ("Victoria Oil"): 

(i) as one of the holders of Petroleum Production Licences PPL 213, PPL 214 and PPL 237 (Victoria Oil Production Licences) granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(ii) as one of the holders of Petroleum Retention Licence PRL 15 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iii) as the holder of Petroleum Exploration Licence PEL 88 and as one of the holders of Petroleum Exploration Licences PEL. 87, PEL 94, PEL 104, PEL 111, PEL 115, PEL 182 and PEL 424 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iv) as the owner or operator of flow-lines and other infrastructure reasonably necessary for and incidental to the Victoria Oil Production Licences pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(v) created pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(vi) for the employees, agents or contractors of Victoria Oil to enter the Determination Area to access the rights and interests of Victoria Oil and to do all things necessary or appropriate to exercise those rights and interests in, or in the vicinity of, the Determination Area in performance of their duties;
of access and ingress to and egress from the area of a licence held under
the Petroleum and Geothermal Energy Act 2000 (SA) by authorisation of
the licence holder.

(m) The rights and interests of Stuart Petroleum Pty Ltd (ACN 059 146 226) (“Stuart Petroleum”):

(i) as one of the holders of Petroleum Production Licences PPL 203, PPL 207,
PPL 208, PPL 211 and PPL 215 and as the holder of Petroleum Production
Licences PPL 209, PPL 217, PPL 218 and PPL 221 (Stuart Production
Licences) granted pursuant to the Petroleum and Geothermal Energy Act
2000 (SA);

(ii) as the holder of Petroleum Retention Licence PRL 16 granted pursuant to
the Petroleum and Geothermal Energy Act 2000 (SA);

(iii) as the holder of Petroleum Exploration Licence PEL 102, PEL 113 and
PEL 516 and as one of the holders of Petroleum Exploration Licences PEL
90 and PEL 93, granted pursuant to the Petroleum and Geothermal Energy
Act 2000 (SA);

(iv) as the applicant for, and when granted, holder of Petroleum Exploration
Licences PEL 288, PEL 289, PEL 290, PEL 331 and PEL 516 to be
granted under the Petroleum and Geothermal Energy Act 2000 (SA);

(v) as the holder of Geothermal Exploration Licences GEL 378, GEL 379,
GEL 380, GEL 381, GEL 382, GEL 383, GEL 384, GEL 385, GEL 386,
GEL 387, GEL 388 and GEL 389 granted pursuant to the Petroleum and
Geothermal Energy Act 2000 (SA);

(vi) as the applicant for, and when granted, holder of Geothermal Exploration
Licences GEL 393, GEL 394, GEL 395, GEL 396, GEL 397, GEL 398,
GEL 399, GEL 400, GEL 401, GEL 402, GEL 403, GEL 404, GEL 405
and GEL 406 to be granted under the Petroleum and Geothermal Energy
Act 2000 (SA);
(vii) as the owner and operator of flow lines and other infrastructure reasonably necessary for and incidental to the Stuart Production Licences pursuant to the *Petroleum and Geothermal Energy Act 2000 (SA)*;

(viii) created pursuant to the *Petroleum and Geothermal Energy Act 2000 (SA)*;

(ix) the employees, agents or contractors of Stuart Petroleum to enter the Determination Area to access the rights and interests of Stuart Petroleum and to do all things necessary and appropriate to exercise those rights and interests in, in the vicinity of, the Determination Area in performance of their duties;

(x) of access and ingress to and egress from the area of a licence held under the *Petroleum and Geothermal Energy Act 2000 (SA)* by authorisation of the licence holder.

(n) The rights and interests of Stuart Petroleum Cooper Basin Oil Pty Ltd (ACN 130 588 019) ("Stuart Cooper");

(i) as defined under the farm in and joint operating agreement with Planet Cooper Basin Pty Limited ACN 139 986 324 (Planet Gas) in Petroleum Exploration Licence PEL 514, which is granted pursuant to the *Petroleum and Geothermal Energy Act 2000 (SA)* and held by Planet Gas;

(ii) created pursuant to the *Petroleum and Geothermal Energy Act 2000 (SA)*;

(iii) the employees, agents or contractors of Stuart Cooper to enter the Determination Area to access the rights and interests of Stuart Cooper and to do all things necessary and appropriate to exercise those rights and interests in, in the vicinity of, the Determination Area in performance of their duties;

(iv) of access and ingress to and egress from the area of a licence held under the *Petroleum and Geothermal Energy Act 2000 (SA)* by authorisation of the licence holder.

(o) The rights and interests of Impress (Cooper Basin) Pty Ltd (ACN 101 503 780) ("Impress") and Springfield Oil and Gas Limited (ACN 096 163 594) ("Springfield");
(i) as the holders of Petroleum Exploration Licences PEL 104 and PEL 111 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(ii) as the holders of Associated Activities Licences AAL 99; AAL 100; AAL 151; AAL 156; AAL 165 and AAL 169 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iii) created pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iv) for the employees, agents or contractors of Impress and/or Springfield to enter the Determination Area to access the rights and interests of Impress and/or Springfield and to do all things necessary or appropriate to exercise those rights and interests in, or in the vicinity of, the Determination Area in performance of their duties;

(v) of access and ingress to and egress from the area of a licence held under the Petroleum and Geothermal Energy Act 2000 (SA) by authorisation of the licence holder.

(p) The rights and interests of Cooper Energy Ltd:

(i) as the holder of Petroleum Exploration Licences PEL 92 and PEL 93 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(ii) as the holder of Petroleum Production Licences PPL 204, PPL 205, PPL 207, PPL 220 and PPL 224 ("Cooper Production Licences") granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iii) as the holder of Associated Activities Licences AAL 18, AAL 82, AAL 98, AAL 128, AAL 146, AAL 157 and AAL 171 granted pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(iv) created pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(v) as the owner and operator of flow-lines and other infrastructure reasonably necessary for and incidental to the Cooper Production Licences pursuant to the Petroleum and Geothermal Energy Act 2000 (SA);

(vi) for the employees, agents or contractors of Cooper Energy Ltd to enter the Determination Area to access the rights and interests of Cooper Energy
Ltd and to do all things necessary to exercise those rights and interests in the vicinity of the Determination Area in performance of their duties; and

(vii) of access and ingress to and egress from the area of a licence held under the Petroleum and Geothermal Energy Act 2000 (SA) by authorisation of the licence holder.

16 Subject to Paragraph 5, the relationship between the native title rights and interests in the Determination Area that are described in Paragraph 4 and the other rights and interests described in Paragraph 15 ("the Other Interests") is that:

(a) to the extent that any of the Other Interests are inconsistent with the continued existence, enjoyment or exercise of the native title rights and interests, the native title rights and interests continue to exist in their entirety, but the native title rights and interests have no effect in relation to the Other Interests to the extent of the inconsistency during the currency of the Other Interests; and otherwise,

(b) the existence and exercise of the native title rights and interests do not prevent the doing of any activity required or permitted to be done by or under the Other Interests, and the Other Interests, and the doing of any activity required or permitted to be done by or under the Other Interests, prevail over the native title rights and interests and any exercise of the native title rights and interests, but, subject to any application of sections 24IB, 24JA and 24JB of the Native Title Act, do not extinguish them.

(c) in the Schedule 4 Areas, the native title rights and interests continue to exist but have no effect in relation to the Vesting.

(d) the native title is subject to extinguishment by:

   (i) the lawful powers of the Commonwealth and of the State of South Australia; and/or

   (ii) the lawful grant or creation of interests pursuant to the Laws of the Commonwealth and the State of South Australia

AND THE COURT MAKES THE FOLLOWING FURTHER ORDERS:

17 The native title is not to be held in trust.
18 An Aboriginal corporation, the name of which must be provided to the Court within 6 months of the date of this Order, is to:

(a) be the prescribed body corporate for the purposes of s 57(2) of the *Native Title Act 1993* (Cth); and

(b) perform the functions mentioned in s 57(3) of the *Native Title Act 1993* (Cth) after becoming a registered native title body corporate.

19 The parties have liberty to apply on 14 days notice to a single judge of the Court for the following purposes:

(a) as to the identification of the Aboriginal corporation referred to in the preceding paragraph;

(b) to establish the precise location and boundaries of any public works and adjacent land and waters referred to in Paragraph 12 and 13 of this Order;

(c) to establish the effect on native title rights and interests of any public works referred to in Paragraph 13 of this Order; or

(d) to determine whether a particular area is included in the description in Paragraph 9 or Schedule 3 of this Order.

Date that entry is stamped: 1 May 2012

Deputy District Registrar
Schedules

**SCHEDULE 1 – Location of areas comprising the Determination Area**

The Determination Area is located wholly within and comprises all land and waters bounded by the following line with the exception of those areas described in Paragraphs 9, 11, 12 and 14.

### 1.1 External Boundary Description

Commencing at the north-western corner of Deposited Plan 84009 Allotment 53, being a western corner of Innaminka Regional Reserve then southerly, easterly and generally south-easterly along the boundaries of the said Allotment 53 to Longitude 140.185112° East; then southerly and generally south-westerly in straight lines connecting the following coordinate points

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

Then south-westerly in a straight line to the intersection of the south-western boundary of Lake Blanche (Deposited Plan 33310 Allotment 2008) with Longitude 139.453985 East; then generally north-westerly along the said boundary of Lake Blanche to Longitude 139.384583° East; then generally north-westerly and generally south-westerly in straight lines connecting the following coordinate points

<table>
<thead>
<tr>
<th>Longitude (East)</th>
<th>Latitude (South)</th>
</tr>
</thead>
<tbody>
<tr>
<td>139.380983</td>
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<tr>
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<td>29.467992</td>
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<td>138.594515</td>
<td>29.701424</td>
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<tr>
<td>138.442894</td>
<td>29.777290</td>
</tr>
</tbody>
</table>

Then south-westerly to the centreline of Frome River at Longitude 138.390707° East; then generally south-westerly and north-westerly along the centreline of the said Frome River to its intersection with Latitude 29.712754° South; then north-westerly, northerly and north-westerly in straight lines connecting the following coordinate points
<table>
<thead>
<tr>
<th>Longitude (East)</th>
<th>Latitude (South)</th>
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</thead>
<tbody>
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<tr>
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</tr>
<tr>
<td>137.266671</td>
<td>27.874909</td>
</tr>
</tbody>
</table>

Then northerly in a straight line to the intersection the centreline of Warburton River with Longitude 137.266565° East; then generally north-easterly, south-easterly and easterly along the said centreline of Warburton River to Longitude 138.102550° East, Latitude 27.864510°
South; then easterly and north-easterly in straight lines connecting the following coordinate points

<table>
<thead>
<tr>
<th>Longitude (East)</th>
<th>Latitude (South)</th>
</tr>
</thead>
<tbody>
<tr>
<td>138.719232</td>
<td>27.787831</td>
</tr>
<tr>
<td>139.367244</td>
<td>26.953967</td>
</tr>
</tbody>
</table>

Then easterly in a straight line to the point of commencement.

Reference datum
Geographical coordinates are referenced to the Geocentric Datum of Australia 1994 (GDA94), in decimal degrees.

Rivers are reference to 1:250 000 Topographic Data - sourced from Geoscience Australia Series 3.
**SCHEDULE 3** – Areas within the external boundaries of the Determination Area which are excluded from the Determination Area because native title has been extinguished

The following areas are agreed to have been excluded from the Determination Area by reason of the fact that native title has been extinguished in those areas:

1. All roads which have been delineated in a public map pursuant to section 5(d)(ii) of the *Crown Lands Act 1929* (SA) or s70(3) or (4) of the *Crown Land Management Act 2009* or which have otherwise been validly established pursuant to South Australian Statute or common law as shown in red on the map at *Schedule 2*.

2. The following listed land parcels:

**Pastoral and Crown Land subject to prior extinguishing tenure**

<table>
<thead>
<tr>
<th>Parcel Identifier</th>
<th>Hundred</th>
<th>Current Tenure</th>
</tr>
</thead>
<tbody>
<tr>
<td>D35805A216</td>
<td>OH(Gason)</td>
<td>CR 5335/422, Digital Radio Reserve</td>
</tr>
<tr>
<td>H832300S362</td>
<td>OH(Kopperamanna)</td>
<td>CR 5758/134, Fossil Reserve (Gazette dated 17/06/1954)</td>
</tr>
<tr>
<td>H832300S103</td>
<td>OH(Kopperamanna)</td>
<td>CL 1323/20 PE 2399</td>
</tr>
<tr>
<td>H832300S266</td>
<td>OH(Kopperamanna)</td>
<td>CL 1323/20 PE 2399</td>
</tr>
<tr>
<td>D35801A213</td>
<td>OH(Kopperamanna)</td>
<td>CR 5753/156, Land dedicated for Digital Radio Reserve</td>
</tr>
<tr>
<td>D35806A214</td>
<td>OH(Kopperamanna)</td>
<td>CR 5753/158, Land dedicated for Digital Radio Reserve</td>
</tr>
<tr>
<td>D35807A215</td>
<td>OH(Kopperamanna)</td>
<td>CR 5753/159, Land dedicated for Digital Radio Reserve</td>
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<tr>
<td>H833100B1040</td>
<td>OH(Marree)</td>
<td>CR 5771/763</td>
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<tr>
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<td>OH(Marree)</td>
<td>CL 1323/9 PE 2401</td>
</tr>
<tr>
<td>D35804A212</td>
<td>OH(Marree)</td>
<td>CR 5753/157, Land dedicated for Digital Radio Reserve</td>
</tr>
<tr>
<td>Parcel Identifier</td>
<td>Hundred</td>
<td>Current Tenure</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------</td>
<td>----------------</td>
</tr>
<tr>
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<td>OH(Stzelecki)</td>
<td>CT 5437/995</td>
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<td>OH(Stzelecki)</td>
<td>CT 6068/400</td>
</tr>
<tr>
<td>H832400S717</td>
<td>OH(Stzelecki)</td>
<td>CT 5710/608</td>
</tr>
</tbody>
</table>
SCHEDULE 3 – Map detailing where Native Title exists, Native Title exists but is fully suppressed, and where Native Title does not exist
SCHEDULE 4 - Areas where the non-extinguishment principle applies by reason of a Vesting

<table>
<thead>
<tr>
<th>Park name</th>
<th>Legislation proclaimed under</th>
<th>Instrument</th>
</tr>
</thead>
</table>
Schedule 5

Federal Court of Australia
District Registry: South Australia
Division: General

Applicant: RHONDA GEPP-KENNEDY
Applicant: DAVID MUNGERANNIE
Applicant: SYLVIA STUART
Applicant: IRENE KEMP
Applicant: NELLIE EDGE

Respondent: DOCE PTY LTD
Respondent: GEORGE VILLIERS MORTON
Respondent: TALISO PTY LTD
Respondent: ALLIANCE PETROLEUM AUSTRALIA PTY LTD
Respondent: CHARLES SIMPSON
Respondent: JOHN GWYNNE HUGHES
Respondent: COOPER ENERGY NL
Respondent: INNAMINCKA PASTORAL CO PTY LTD
Respondent: TONY BOYD
Respondent: SANTOS PETROLEUM PTY LTD
Respondent: SANTOS LTD
Respondent: VAMGAS PTY LTD
Respondent: SOUTH AUSTRALIAN APIARISTS ASSOCIATION INC
Respondent: ORIGIN ENERGY RESOURCES LIMITED
Respondent: DELHI PETROLEUM PTY LTD
Respondent: BEACH PETROLEUM LIMITED
Respondent: SANTOS (BOL) PTY LTD
Respondent: REEF OIL PTY LTD
Respondent: BRIDGE OIL DEVELOPMENTS PTY LTD
Respondent: BASIN OIL PTY LTD
Respondent: BHP BILLITON OLYMPIC DAM CORPORATION PTY LTD
Respondent: SOUTH AUSTRALIAN NATIVE TITLE SERVICES LTD
Respondent: GEODYNAMICS LTD ACN 095 006 090
Respondent: TELSTRA CORPORATION LIMITED
Respondent: AUSTRALIAN WILDLIFE CONSERVANCY
Respondent: SANTOS (NARNL COOPER) PTY LTD
SCHEDULE 3: PAYMENTS TO THE NATIVE TITLE PARTY
PURSUANT TO CLAUSE 8 IN
RESPECT OF PETROLEUM OPERATIONS UNDER A
PETROLEUM PRODUCTION LICENCE
Production Payments

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

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

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

2.2 The Parties acknowledge that a PPL granted to the Company in respect of a Petroleum production field may incorporate Other Claimant Land, and in that case acknowledge and agree that the total of 1% of the value at the well head of Petroleum produced and sold therefrom shall be shared between the Native Title Holders and other claimants or holders of native title whose claimed or determined area of land is located within the PPL area.

3. Calculations to follow Petroleum Act

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

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

4.1 Acknowledgement
The parties acknowledge that the payments referred to in clause 8 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 Company under clause 8 and in this Schedule 3 of this Deed ("Payment") constitutes consideration for a taxable supply by the Native Title Holders:

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

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

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

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 AND GEOTHERMAL ENERGY ACT 2000
PRODUCTION LICENCE
GUIDELINES FOR PAYMENT OF ROYALTY AND PROVISION OF INFORMATION

(1) Payment of Royalty

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

(2) Calculation of Royalty

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

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

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

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

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

(iii) Any expenses allowed as a deduction under clause (2)(a) or (2)(b) or (2)(d);

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

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

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

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

(3) Further provisions regarding calculation of Royalty

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

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

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

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

(B) Any pipeline;

And

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

(b) Non Producing Wells

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

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of Plant

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

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

(g) Tolling

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

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

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

(4) Royalty Returns

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

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

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

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

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

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

(g) The Minister shall in accordance with Section 43(8) of the Act assess the value at the wellhead of the substance produced by the Licensees and may require the Licensee to pay within 30 days of the date of notice of such assessment the additional royalty determined by the Minister as payable.
SCHEDULE 4 – ABORIGINAL HERITAGE PROTECTION

1. Interpretation and Other Matters

1.1 The definitions and rules of interpretation contained in clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.

1.2 Unless the contrary intention appears in this Schedule a reference to the Company, includes the employees, servants, agents, contractors and subcontractors of the Company engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Company shall, where the Company has engaged an agent, contractor or sub-contractor to undertake any activity which the Company is required or authorised to undertake under this Schedule, be construed as an obligation or duty upon the Company to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.

1.3 The clauses in this Schedule shall prevail over any inconsistent provisions in any Annexure to this Schedule.

2. Definitions

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

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

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

“Budget” means a financial plan agreed for the conduct of an inspection and Clearance in accordance with clause 12;

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

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

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

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

“Essential Term” has the same meaning as in the Deed;
"Force Majeure" means acts of God, flood, fire or damage caused by 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 Holders, inability to obtain equipment or material or any other causes which by the exercise of due diligence that party is unable to prevent or overcome;

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

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

"Report" means a written report about a Clearance provided by the Native Title Holders to the Company described in clause 11;

"Scouting Team" means the persons referred to in clause 10;

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

"Specialist" means an anthropologist or archaeologist or both as appropriate;

"Transfer" means to sell, assign, transfer, convey or otherwise dispose of;

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

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

3. **Undertakings by the Company**

The Company undertakes:

3.1 to grant to the Native Title Holders and the Association the rights and privileges as set out in this Schedule; and
3.2 subject to compliance on the part of the Native Title Holders and the Association with their respective obligations hereunder, the Company will comply with the terms and conditions on the Company’s part herein contained and shall make payments in accordance with this Schedule to the Association of the amounts to which the Association is entitled from time to time as provided in this Schedule 4.

4. Reconnaissance Surveys of Licence Area by the Company

4.1 The parties acknowledge that prior to the date of execution of the Deed, the Company has awaited grant of the Licence/s and accordingly has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for other Petroleum Operations on the Licence Area ("Reconnaissance Surveys").

4.2 Notwithstanding the provisions of this Schedule 4 relating to inspection and clearing of Operational Areas, the Native Title Holders acknowledge that in order to efficiently carry out the purposes of this Schedule, it may be necessary for the Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in clauses 9, 10 and 11 and Annexure A hereof do not apply to Reconnaissance Surveys where:

(a) the Company is conducting the Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under clause 8 hereof; or

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

5. Land Access and Occupation

5.1 The Native Title Holders and the Association acknowledge the grant to the Company of Licence/s in respect of the Licence Area and authorise the Company, its contractors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.

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

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

6.2 The Company shall inform all of its contractors, employees, agents and visitors of the obligation upon them to contain Petroleum Operations within Seismic Line Access Corridors or Work Sites which have been inspected and cleared in accordance with clauses 9, 10 and 11 and Annexure A of this Schedule and to comply with all conditions consistent with this Schedule.

7. **Petroleum Operations**

The Company shall at all times upon the Licence Area:

7.1 comply with the provisions of the Petroleum Act and the Licence/s granted to the Company thereunder;

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

7.3 conduct itself in accordance with good and accepted petroleum industry practice standards;

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

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

8. **Notification of Operations**

8.1 Subject to the provisions of clauses 9, 10 and 11 and Annexure A hereof, the Company shall provide the Association at least sixty eight (68) days in advance of Petroleum Operations being conducted in the Operational Area a written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of the proposed Work Program, namely:

(a) the proposed location of seismic lines and access roads;

(b) the proposed approximate location of Work Sites;

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

(d) the major items of equipment proposed to be used;

(e) the location of any proposed earthworks for the disposal of any waste material arising out of Petroleum Operations;

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

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

(h) any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.

8.2 Prior to the expiration of fourteen (14) days (or such other period as the parties agree) after the Company has requested a Clearance and provided the particulars of its proposed Work Program in accordance with clause 8, the Company and the Association by their respective representatives and advisors, shall meet. The purpose of such meeting shall be:

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

(b) to identify aspects of the proposed Work Program and proposed Clearance where efficiencies can be implemented; and

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

8.3 If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to clause 8.1, the Association may, prior to the proposed commencement of Petroleum Operations request the Company to provide and the Company shall provide, reasonable further particulars of such proposed Petroleum Operations.

8.4 The Association may object to the proposed Petroleum Operations referred to in clause 8.1, provided:

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

(b) the matter objected to is likely to have a material adverse impact or cause substantial disturbance to native title rights and interests in the Licence Area.
8.5 In the event that the Association has a specific objection to any part of the particulars of the Petroleum Operations supplied by the Company under clause 8.1, or to any substantial change therein of which notice has been given under clause 8.8:

(a) The Association shall refer such objection for resolution pursuant to clause 24 within fourteen (14) days of being supplied with such particulars or given such notice;

(b) that part of the existing, intensified or changed operational program to which objection is taken shall not commence until the objection is resolved pursuant to clause 24;

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

(d) if no such specific objection is raised within the said fourteen (14) day period by the Association, the Company may proceed on the basis that the particulars provided by the Company pursuant to this clause 8 constitute the details of the Work Program for its Petroleum Operations.

8.6 Where the Association receives a request for Clearance pursuant to clause 8.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work program is substantially similar to the current request) in accordance with the terms and conditions of this Schedule, the Association shall by notice in writing within two (2) weeks of the request notify the Company that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Schedule and subject to any conditions applicable to that Clearance.

8.7 There can be no material modification or alteration of any part of a Work Program without the written consent of the 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 Program.

8.8 The Company shall give notice to the Association if the Company at any time proposes to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with clause 11.7.

8.9 Subject to the Aboriginal Heritage Act 1988 (South Australia), where the Company has duly complied with the processes required of it:
(a) pursuant to clause 8.1, and no Clearance is conducted within 68 days (or such later time as the parties agree in writing); or

(b) pursuant to clause 8.8 for the circumstances set out in clause 11.7(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or

(c) pursuant to clause 8.8 for the circumstances set out in clause 11.7(c) and no Clearance is conducted within 2 days (or such later time as the parties agree in writing)

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

9. Inspection and Clearance

9.1 The parties shall conduct all activities under this clause in accordance with Annexures A and B.

9.2 The Company will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Company’s representative shall:

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

(b) where possible, relocate these where, upon advice from the Scouting Team, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and

(c) have authority to agree any conditions with the Scouting Team so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to clause 11 hereof.

9.3 The Company Representative will accompany the Scouting Team into the field during the undertaking of the Clearance, subject to the Scouting Team’s ability to exclude the Company’s representative from its internal discussions and deliberations in the field.

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

(a) any such alternative Operational Areas do not constitute a material modification or alteration to the Work Program referred to in clause 8.8; and
(b) In undertaking any Clearance of alternative Operational Areas the Scouting Team is not required to remain in the field for any additional period of time beyond two days, unless agreed otherwise.

9.5 Subject to the *Aboriginal Heritage Act 1988* (South Australia) the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Holders and facilitated by the Association pursuant to this Schedule in which case neither the Native Title Holders nor the Association shall complain that Petroleum Operations conducted in accordance with clauses 8, 9, 10, and 11 hereof interfered with any Areas of Significance. The Company shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

9.6 The Company will:

(a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with clauses 8, 10 and 11 and Annexure A;

(b) comply with the conditions of the Clearance (as referred to in clause 11); and

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

10. Scouting Team

10.1 At the cost of the Company in accordance with a Budget, the Native Title Holders and the Association will identify and the Association will organise the members of a Scouting Team for the purposes of this clause 10 and Annexure A and will ensure that the Scouting Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed Work Program in accordance with Annexure A.

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

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

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

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

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

10.3 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 the Company (which concurrence will not be unreasonably withheld); and

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

10.4 The Native Title Holders and the Association acknowledge that in most areas up to four (4) persons will be sufficient to ensure the integrity of the Clearance, however they reserve the right to include up to a maximum of eight (8) people in the event that they believe it is necessary and appropriate to do so. The Association agrees to consult with the Company about the number of persons to be included in a Scouting Team not later than the start of negotiations for setting a budget in accordance with clause 12.

11. Reports

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

11.2 The Report must:

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

(b) identify any alternative Operational Areas for which clearance is given in accordance with the requirements set out in clauses 9.4 and 10.2(b);

(c) describe any reasonable conditions on which the Native Title Holders have provided the Clearance so as to minimise the impact of Petroleum Operations to Areas of Significance; and

(d) be signed by the Specialists.
11.3 Provided the circumstances require, the Association and the Native Title Holders must, upon request by the Company, provide an interim report to the Company within seven (7) days from completion of the Clearance which interim report shall comply with clause 11.2. Where an interim report is provided pursuant to this clause 11.3, the timeline within which the Association and the Native Title Holders must provide a Report pursuant to clause 11.1, shall be extended to no later than fourteen (14) days from the date of the interim report.

11.4 Nothing in this Schedule compels the Native Title Holders nor any member of the Scouting Team or the Association to disclose to the Company or to the Company’s representative the location of Areas of Significance or any Cultural Confidences whatsoever with respect to the Licence Area, but sufficient information must be disclosed to enable the Company to avoid damaging, disturbing or otherwise interfering with any Area of Significance.

11.5 The Native Title Holders 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.

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

11.7 In the event that the Company has obtained a Clearance pursuant to this Schedule and subsequent events cause the Company to require any material modification or alteration (as defined in clause 8.7) to any part of the program of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:

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

(b) in such cases (other than circumstances set out in the next subparagraph) the Native Title Holders and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Company in writing of its consent to such material modification or alteration or ensuring the commencement by a Scouting Team of the inspection for Clearance of those areas as requested by the Company; and
(c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by the Company in accordance with sub-paragraph (a) of this clause 11.7 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

12. Budgets and Payment by the Company for Clearance Work

12.1 The Association must, unless otherwise agreed, within fourteen (14) days after receipt of a request for a Clearance pursuant to clause 8.1 submit to the Company a proposed Budget containing an estimate of all of the costs and expenses associated with the requested Clearance to enable the Company and the Association to negotiate and agree a Budget.

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

12.3 If the Association and the Company are unable to agree on a budget within seven (7) days of the Association providing a budget to the Company then the provisions of clause 24 apply.

12.4 Subject to clause 12.7, the Company will make payments in accordance with the agreed Budget, to the Association in three separate instalments as follows:

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

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

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

12.5 The Company must pay all reasonable costs, fees, disbursements and expenses incurred by the 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, the Company 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) the provision of suitable camping facilities and food and a camp cook for the Scouting Team;
(c) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts;

(d) vehicle insurance, fuel and costs of any necessary and unavoidable repair required; and

(e) administration costs associated with the implementation of the Clearance,

in accordance with the Budget.

12.6 The daily rate payable by the Company for each Scouting Team member (excluding the Specialist) will be four hundred and thirty dollars ($430) per day, increasing annually on the Commencement Day in accordance with the wage cost index (Ordinary time hourly rates of pay excluding bonuses, for South Australia) published by the Australian Bureau of Statistics or its successors.

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

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

12.9 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Company and any Aboriginal person forming part of any Scouting Team arises by virtue of this Schedule, and that nothing contained in this Schedule will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Company. The Native Title Holders and the Association will ensure compliance with all Applicable Law including the Workers Rehabilitation and Compensation Act 1986 (SA), the Occupational Health, Safety and Welfare Act 1986 (SA), the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 (both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association engages or retains any person for the purposes of performing its obligations under this Schedule.

12.10 The Association will be responsible for the administration of all matters relevant to the conduct of the Clearance, including:

(a) mobilisation of the Scouting Team members, travel budget receipts and disbursement of funds, and liaison with the Specialist; and

(b) taking all practical steps to ensure that the Aboriginal members of the
Scouting Team are, if applicable, covered by a group personal accident insurance policy maintained by the State of South Australia in connection with Aboriginal heritage surveys.

12.11 The Company is responsible for and indemnifies and agrees to keep indemnified the members of the Scouting Team from and against all and any claims of whatever nature and however arising for personal injury or death or damage or destruction of personal property of the Scouting Team or any member of the Scouting Team to the extent caused or contributed to by any negligent act or omission of the Company, its employees, contractors or subcontractors. The Association shall if requested by the Company, inform the Company whether members of Scouting teams are covered by any contract of insurance in relation to personal accident or public liability and if so, the particulars thereof.

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

13. **Removal of Employees**

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

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

   (b) has negligently or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with clauses 9, 10 and 11 and Annexure A hereof except where there is no damage to the interests of the Native Title Holders; or

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

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

14. **Instruction in Aboriginal Culture**

14.1 The Company will use reasonable endeavours to educate all employees, contractors and sub-contractors who may be involved in Petroleum Operations contemplated by this Schedule to ensure those person have an awareness and an understanding of:
(a) native title;

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

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

14.2 Appropriate education for the purposes of clause 14.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.

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

14.4 The Company shall promote among non-Aboriginal people employed in Petroleum Operations knowledge, understanding and respect for the tradition and culture of the Native Title Holders.

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

14.6 The Company shall consult and have regard to the views of the Association in relation to the formulation and presentation of the instruction referred to in clause 14.5.

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

15. Company Covenants

The Company covenants with the Native Title Holders that:

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

(a) keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;
(b) take all precautions to reduce fire risk on the Licence Area; and

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

15.2 where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Holders, the Association and persons accompanying them, relevant:

(a) Driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and

(b) Induction procedures to meet all necessary workplace health and safety requirements

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

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

15.4 Where clause 15.3 applies, the location of the site or object will be treated by the Company as though no Clearance in relation to it had previously been given and any relevant object will be left in situ without being moved or interfered with pending further Clearance in accordance with this Schedule.

16. Native Title Holders’ Covenants

The Native Title Holders and the Association covenant with the Company that the Native Title Holders and the Association shall:

16.1 not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with this Schedule or any other agreement between the parties;

16.2 not lodge or make any objection to any grant to the Company pursuant to the Petroleum Act unless the Company is and continues to be in breach of an Essential Term;

16.3 actively support the Company’s efforts to procure all approvals, consents, and other entitlements and rights (and all re-grants, renewals and extensions thereof) as are or will be necessary to support the interests of the Company in furthering any project under any current, new or amended legislation. In
particular, such active support will include provision of all relevant consents and authorisations to allow the grant of the said approvals, consents and other entitlements and rights and assistance to procure the withdrawal of any objections thereto;

16.4 ensure that where the Company provides the items mentioned in clause 15.2 for the use of the persons mentioned in that clause, then all the persons so provided will utilise those provisions and otherwise conduct themselves in accordance with the Company’s reasonable safety requirements;

16.5 refrain from doing any act which would impede, hinder or prevent the Company from exercising or enjoying directly or indirectly any of the rights granted or consented to under the Deed and this Schedule; and

16.6 in the course of performing their obligations pursuant to this Schedule observe all Applicable Law.

17. Rights of the Native Title Holders

17.1 The Company acknowledges that those members of the Native Title Holders have the right (pursuant to section 47 of the Pastoral Lands Management and Conservation Act 1989 (SA)) except where their presence may cause danger to health and safety, or where their presence may interfere with the conduct of efficient Petroleum Operations:

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

(b) to pursue customary and traditional activities in the Operational Areas.

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

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

17.4 The 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 Native Title Holders’ and the Association’s obligations under this Schedule save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of the Company in accordance with clause 10.3.
18. **Rights of the Company**

18.1 The Company's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms and conditions of the Licence/s granted.

18.2 In the exercise of that right the Company undertakes to observe and perform the terms of this Schedule and neither the Native Title Holders nor the Association will cause the Company disturbance or interruption in the course of exercising that right and the discharge of the Company's legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.

18.3 In the event of any emergency situation occurring on a Licence Area at any time the Company may take such measures as it considers necessary in the circumstances in which case the provisions contained in clauses 9, 10 and 11 and Annexure A do not apply. The Company 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.

19. **Reversion of Infrastructure**

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

20. **Field Development and Production**

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

21. **Force Majeure**

21.1 In the event that the Company or the Native Title Holders become wholly or
partly unable because of Force Majeure to perform any of its obligations under this Deed, this Schedule shall nevertheless continue and remain in force and effect but that party shall not be in default hereunder for as long as it continues to be prevented or delayed as aforesaid by such force majeure and the time within which such party is required to perform any work to satisfy any obligations hereunder shall be extended by a period equivalent to that during which such prevention or delay continues provided that:

(a) the cause of the force majeure as far as possible shall be remedied with all reasonable dispatch by such party; and

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

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

22. Confidential Information

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

22.2 The Native Title Holders and the Association agree to keep confidential all aspects of the Company’s activities pertaining to a Licence of which they become aware provided that such information may be disclosed to a Specialist for the purpose of writing a Report.

23. Goods and Services Tax

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

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

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

(b) the prevailing rate of GST for that taxable supply.

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

23.4 For the purposes of the GST Act, the Company 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.

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

23.6 The Association will forward to the Company an adjustment note in respect of a supply that is subject to an adjustment event covered by clause 23.5 of this clause. Such adjustment note will be issued and sent no later than 21 days after the Association becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.

23.7 Any disputes between the parties in relation to the operation or interpretation of this clause shall be dealt with in accordance with the dispute resolution procedures in clause 24 of this Agreement.

23.8 The parties agree to make any changes that are required to this clause to reflect any amendments made to the GST Act or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.

23.9 In this clause 23:

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

(b) "Adjustment Note", "GST", "Price", "Supply" "Tax Invoice" and "Taxable Supply" have the same meanings as ascribed to those terms from time to time in the GST Act;

(c) "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the A New Tax System (Goods and Services Tax Transition) Act 1999.
24. Dispute Resolution

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

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

24.3 Notice of Dispute
Any party claiming that a dispute has arisen under this Schedule between the Company and either or both of the Native Title Holders and the 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.

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

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

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

(c) The mediator, in conducting the mediation shall have regard to:
   (1) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Holders; and
   (2) the statutory obligations and commercial imperatives of the Company.

(d) If within one (1) month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one (1) month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.

(e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.

(f) None of the parties may commence court proceedings or arbitration concerning this Schedule unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Schedule may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory itself.

(g) In any case, each party shall bear its own costs for the mediation.

24.7 Without Prejudice
The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is an attempt to settle the dispute between the parties. No party may use any information or documents obtained through the dispute resolution process established by this clause for any other purpose.

25. Cessation of Activities

25.1 The Company shall notify the Native Title Holders and the Association one (1) month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.

25.2 A surrender under clause 25.1 is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.
25.3 Subject to the Minister's right to require a Company to undertake rehabilitation, notwithstanding that a licence is no longer held by the Company in relation to that land, the Company shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.

25.4 Upon the surrender withdrawal revocation or cancellation of the Company's Licence in respect of the Licence Area:

(a) the Company shall pay to the Association any monies then payable or accrued which are due to the Association pursuant to this Schedule; and

(b) each party shall remain liable to the other party in respect of any liability it has to the other as a consequence of any prior breach of this Schedule;

25.5 Nothing in this Schedule shall be construed as imposing an obligation on the Company to carry out or complete any Petroleum Operations;

25.6 The parties obligations under clauses 7.1, 7.2, 7.4, 15.1(c), 15.4, 19 and 22 shall to the extent referred to therein survive any termination of this Schedule.

26. Employment Opportunities

The Company agrees to consider from time to time opportunities for the employment of members of the Native Title Holders and for the engagement of enterprises controlled by members of the Native Title Holders and to similarly encourage its contractors so to do.
Annexure A to Schedule 4: Clearance Procedures

1. The Association in consultation with the Native Title Holders 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 10 of Schedule 4. The composition of the Scouting Team or Teams may vary from time to time as determined by the Native Title Holders in consultation with the Company provided that the Scouting Team or Teams will at no time comprise more than 8 members of the Native Title Holders.

2. The Association in consultation with the Native Title Holders 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 clause 10.3(a) of Schedule 4, will co-ordinate the Scouting Teams provided for in clause 10 of Schedule 4 and will be responsible for conveying the results of the Scouting Team’s inspections and assessments for Clearance of the Company’s proposed Petroleum Operations under the terms of Schedule 4.

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

5. The Association will arrange suitable camping facilities for the Scouting Team.

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

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

8. The Company will reimburse the Association in accordance with an agreed plan and Budget for the Association’s reasonable costs for:

8.1 Employing the services of the persons comprising the Scouting Team; and

8.2 Providing food, accommodation and/or camping facilities and food to the Scouting Team;

in accordance with a Budget provided under Schedule 4.
9. In the event that there are at any time more persons performing part of a Scouting Team than agreed with the Company and accounted for in a Budget then the Company shall not be responsible for the expense of the additional persons in such group, unless otherwise agreed between the parties.

10. Remuneration

10.1 *Scouting Team Members*

(a) Consultant fully qualified Specialist – such daily rate as is agreed between the Company and the Specialist from time to time; and

(b) Claim Group member – four hundred and thirty dollars ($430) per day, adjusted from time to time in accordance with paragraph 11, all in accordance with a Budget

10.2 *Food for Scouting Team*

The Company will provide food or alternatively pay to the Association the sum of $50 per day adjusted from time to time in accordance with paragraph 11 by way of camping and food allowance in respect of each member of the Scouting Team for each day that such member is on duty in the Licence Area or travelling to or from the Licence Area.

11. CPI Review

The Payment set out in clause 10.1(b) and 10.2 shall be adjusted not more than bi-annually in accordance with increases or decreases in the Consumer Price Index (all groups) for Adelaide during the period between the Commencement Day and the date of such review or between the date of such review and the most recent previous review under this paragraph 11 (as the case may be).
### Annexure B to Schedule 4 - Schedule of Events

<table>
<thead>
<tr>
<th>Item</th>
<th>Events</th>
<th>Party responsible</th>
<th>Maximum period for Events (days)</th>
<th>Maximum cumulative Elapsed days</th>
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</table>
| 1    | The Company submits request and proposed Work Program to Native Title Holders  
      *(Clause 8.1)*                                                    | The Company                                      | Not applicable                   | 0                               |
| 2    | Preliminary meeting                                                    | The Company and the Association                  | 14                               | 14                              |
| 3    | The Association arranges for  
      1 Specialist  
      2 Scouting Team  
      3 Proposed Clearance plan and Budget  
      and presents to the Company  
      *(Clauses 10 and 12.1)* | The Association                                  | 7                                | 21                              |
| 4    | Clearance plan and Budget meeting, Plan and Budget agreed  
      *(Clause 12.1 and 12.2)*                                         | The Company and the Association                  | 7                                | 28                              |
| 5    | Scouting Team and field logistics organised and Scouting Team mobilised to the field  
      *(Clause 10.1)*                                                   | The Native Title Holders and the Association     | 12                               | 40                              |
| 6    | Scouting Team completes field work and de-mobilises, notifies the Company  
      *(Clause 11.1)*                                                   | The Native Title Holders and the Association     | 14                               | 54                              |
<p>| 7    | Report delivered to the Company                                         | The Association                                  | 14                               | 68                              |</p>
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<tr>
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<td><strong>Communications &amp; Reporting:</strong> An allowance equivalent to 5% of total attendance fees payable to Scouting Team members</td>
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Annexure D to Schedule 4 – Guidelines to Mediation

Guidelines to Mediation

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

1. Role of Mediator
   1.1 The mediator will be neutral and impartial. The mediator will assist the parties to attempt to resolve the dispute by helping them to:
       (a) systematically isolate the issues in dispute;
       (b) develop options for the resolution of those issues;
       (c) explore the usefulness of these options; and
       (d) meet their interests and needs.

   1.2 The mediator may meet with the parties together or separately.

   1.3 The mediator will not give legal or other professional advice to any party, impose a resolution on any party or make a decision for any party.

   1.4 The mediator will not accept an appointment in relation to any proceedings concerning the dispute.

   1.5 Neither party will take action to cause the mediator to breach paragraph 1.4.

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

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

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

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

6. Communications between Mediator and Parties
   Any information disclosed to a mediator in private is to be treated as confidential by the mediator unless the party making the disclosure states otherwise.

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

8. The parties and the mediator agree that other than in the course of enforcement of the settlement agreement for the dispute by judicial proceedings, the following will be privileged and will not be disclosed in or be the subject of a subpoena to give evidence or to produce documents in any proceedings in respect of the Dispute:
Annexure D to Schedule 4 – Guidelines to Mediation

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

9. Termination of the Mediation
A party may terminate the mediation at any time after consultation with the mediator.

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

11. Enforcement of the Settlement Agreement
Any party may enforce the terms of the settlement agreement by judicial proceedings. Any party may call evidence:
11.1 for the purposes of this clause; and
11.2 of the settlement agreement including evidence from the mediator and any other person engaged in the mediation.

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

13. Costs
The parties are separately liable to the mediator in equal proportions for the mediator's fees
SCHEDULE 5: DEED OF ASSUMPTION
Deed of assumption

(insert) (Assignor)
(insert) (Assignee)
Deed of assumption

Details

Agreed terms

1. Defined terms & interpretation
   1.1 Defined terms
   1.2 Interpretation
   1.3 Headings
   1.4 Annexure

2. Assignment
   2.1 Assignment and transfer
   2.2 Assignee
   2.3 Assignor
   2.4 Indemnity by Assignee
   2.5 Indemnity by Assignor
   2.6 Notice of Assignment

3. Communications
   3.1 Writing required
   3.2 Manner of giving
   3.3 Change of details

4. General
   4.1 Entire agreement
   4.2 Amendment
   4.3 Severability
   4.4 Assignment and transfer
   4.5 No waiver
   4.6 Costs and stamp duty
   4.7 Governing law and jurisdiction
   4.8 Counterparts
   4.9 Relationship
   4.10 Execution

Signing page
Details

Date

Parties

Name
ACN
Short form name  Assignor
Address
Facsimile:
Attention:

Name
ACN
Short form name  Assignee
Address
Facsimile:
Attention:

Background

A The Assignor is a party to the NTA Deed.
B The Assignor wishes to assign and transfer its rights and obligations under the NTA Deed in relation to the Licence, to the extent of the Acquired Interest.
C The parties have agreed that the Assignee will take an assignment and transfer of the rights and assume the obligations of the Assignor in the NTA Deed in relation to the Assigned Licence, to the extent of the Acquired Interest.
D The parties have also agreed that this deed will operate in favour, and for the benefit of the Native Title Holders, the Association and the State (as defined in the NTA Deed).
Agreed terms

1. Defined terms & interpretation

1.1 Defined terms
In this deed, unless context otherwise requires:

Acquired Interest means a [insert]% interest as tenant in common in the Licence (including the rights, benefits, obligations and liabilities arising under or in relation to the Licence).

Assigned Licence means the licence specified in item 1 of the annexure.

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

Effective Date means the date specified in item 2 of the annexure.

Licence has the same meaning given to it in the NTA Deed.

NTA Deed means the deed specified in item 3 of the annexure.

1.2 Interpretation
In this deed, unless the context otherwise requires:

(a) the singular includes the plural and conversely;
(b) a gender includes all genders;
(c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
(d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
(e) a reference to a clause or annexure is a reference to a clause of, or an annexure to, this deed;
(f) a reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;
(g) a reference to a party to this deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
(h) a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
(i) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, joint and severally;
(j) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
(k) references to agree, approve, or consent on the part of a party to this deed is a reference to agreement, approval or consent (as the case may be) on the part of that party in writing; and

(l) nothing in this deed is to be interpreted against a party to this deed solely on the ground that the party put forward this deed or any part of it.

1.3 **Headings**

Headings in this deed do not affect its interpretation.

1.4 **Annexure**

The annexure forms part of this deed.

2. **Assignment**

2.1 **Assignment and transfer**

From the Effective Date, the Assignor assigns and transfers to the Assignee all of its rights and obligations under the NTA Deed in relation to the Assigned Licence, to the extent of the Acquired Interest.

2.2 **Assignee**

The Assignee covenants in favour of the Assignor, the Native Title Holders, the Association and the State that, from the Effective Date, the Assignee will perform and observe the Assignor's obligations under the NTA Deed in relation to the Assigned Licence, to the extent of the Acquired Interest, as if the Assignee were the Assignor under the NTA Deed.

2.3 **Assignor**

(a) If the Assigned Licence is not all of the Licences, the Assignor remains bound by the terms of the NTA Deed in relation to those Licences which are not Assigned Licences, and other than to the extent of the Acquired Interest.

(b) From the Effective Date, the Assignor is released from its obligations under the NTA Deed to the extent that those obligations are transferred and assigned to and assumed by the Assignee under this deed.

2.4 **Indemnity by Assignee**

The Assignee indemnifies the Assignor from:

(a) all claims, actions and proceedings (whether in contract, tort or otherwise and whether actual, present, future or contingent), brought or made by any person against the Assignor, arising on or after the Effective Date under or in connection with the NTA Deed including any act or omission (whether negligent or otherwise) of the Assignee, its officers, employees, agents and contractors; and

(b) all costs, expenses, losses, damages and liability (including legal costs on a full indemnity basis) suffered or incurred by the Assignor in relation to any such claim, action or proceedings,

and to the extent that such claim, action, proceedings, costs, expenses, losses, damages or liability relate to the rights and/or obligations of the Assignor assigned and transferred by the Assignor and assumed by the Assignee pursuant to this deed.

2.5 **Indemnity by Assignor**

The Assignor indemnifies the Assignee from:

(a) all claims, actions, and proceedings (whether in contract, tort or otherwise) and whether actual, present, future or contingent), brought or made by any person against the Assignee arising before the Effective Date under or in connection with
the NTA Deed including any act or omission (whether negligent or otherwise) of
the Assignor, its officers, employees, agents and contractors; and

(b) all costs, expenses, losses, damages and liability (including legal costs on a full
indemnity basis) suffered or incurred by the Assignee in relation to any such claim
action or proceedings.

2.6 Notice of Assignment
The Assignee must notify the State, the Native Title Parties and the Association of the formation
of this deed within 10 Business Days of formation and simultaneously provide a duplicate original
of this deed to each of them.

3. Communications

3.1 Writing required
Any notice, direction, request, consent, approval, demand or other communication
(communication) to be given under this deed will be in writing, be signed by the representative of
the party giving the notice as set out in item 4 of the annexure and be addressed to the
representative of the recipient party as set out in item 4 of the annexure.

3.2 Manner of giving
A communication may be delivered by hand, sent by prepaid post or sent by facsimile
transmission to the address of the party to which it is being given and is deemed to have been
received:
(a) if delivered by hand, upon delivery;
(b) if sent by post, 3 Business Days after posting; and
(c) if sent by facsimile, on receipt by the sender of a confirmation report.

3.3 Change of details
Details specified in item 4 of the annexure in respect of a party may be changed by the party by
not less than 5 Business Days notice to the other parties.

4. General

4.1 Entire agreement
This deed contains the entire agreement between the parties with respect to its subject matter
and supersedes all prior agreements and understandings between the parties in connection with
it.

4.2 Amendment
No amendment or variation of this deed is valid or binding on a party unless made in writing
executed by both parties to it.

4.3 Severability
Each word, phrase, sentence, paragraph and clause (a provision) of this deed is severable and if
a court determines that a provision is unenforceable, illegal or void the court may sever that
provision which becomes inoperative and such severance will not affect the other provisions of
this deed.

4.4 Assignment and transfer
(a) The rights and obligations of each party under this deed are personal.
(b) Those rights and obligations cannot be disposed of, encumbered or otherwise
dealt with and no party may attempt, or purport, to do so without the prior consent
of the other party.

Section 31 Deed
4.5 No waiver
(a) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver.
(b) A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
(c) A waiver is not valid or binding on the party granting that waiver unless made in writing.

4.6 Costs and stamp duty
(a) Each party must bear its own costs arising out of the negotiation, preparation and execution of this deed.
(b) All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this deed and any instrument executed under this deed must be borne by the Assignee.

4.7 Governing law and jurisdiction
(a) This deed is governed by the laws of South Australia.
(b) Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this deed.

4.8 Counterparts
(a) This deed may be executed in any number of counterparts.
(b) All counterparts when exchanged will be taken to constitute one document.

4.9 Relationship
(a) The relationship between the parties is that of independent contractors.
(b) The parties are not partners, joint venturers or principal and agent.

4.10 Execution
The parties execute this deed unconditionally as a deed poll.
EXECUTED as a deed.
[insert appropriate execution clauses]
Annexure A
Item 1 – Assigned Licence
[insert]
Item 2 – Effective Date
[insert]
Item 3 – NTA Deed
[insert]
Item 4 – Notice Details
[insert]
PETROLEUM CONJUNCTIVE
INDIGENOUS LAND USE AGREEMENT
BETWEEN

THE HONOURABLE JOHN RAU THE ATTORNEY-GENERAL
(“The Attorney-General”)

-AND-

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

-AND-

LINDA CROMBIE, RAELENE HUDSON, BREND A SHIELDS, SHARON LUCAS,
HAYDEN BROWLEY, ARTHUR AH CHEE FOR AND ON BEHALF OF THE
WANGKANGURRU / YARLUYANDI NATIVE TITLE CLAIM

-AND-

SOUTH AUSTRALIAN NATIVE TITLE SERVICES LTD
(“SANTS”)

-AND-

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

1. DEFINITIONS .................................................................................................................. 3
2. INTERPRETATION .......................................................................................................... 11
3. COMMENCEMENT AND TERM ................................................................................... 13
4. REVIEW AND AMENDMENT ....................................................................................... 13
5. AUTHORITY TO ENTER INTO ILUA ............................................................................ 14
6. THE NATIVE TITLE ACT AND CONSENT TO FUTURE ACTS .................................. 14
7. REGISTRATION OF ILUA ........................................................................................... 15
8. PETROLEUM AND GEOTHERMAL ENERGY ACT ....................................................... 15
9. PROVISION TO PARLIAMENT .................................................................................... 16
10. THE LICENCE ............................................................................................................... 16
11. INSURANCE .................................................................................................................. 17
12. BREACH OF FURTHER CONSIDERATION ................................................................. 17
13. ACCEPTANCE CONTRACT ............................................................................................ 17
14. ENVIRONMENTAL PROTECTION AND REHABILITATION ..................................... 18
15. NO ACKNOWLEDGEMENT OF NATIVE TITLE ......................................................... 18
16. CONFIDENTIALITY ....................................................................................................... 18
17. ASSIGNMENT ............................................................................................................... 19
18. NOTICES ...................................................................................................................... 20
19. GOVERNING LAW ....................................................................................................... 21
20. COUNTERPARTS ......................................................................................................... 21
21. GENERAL ..................................................................................................................... 22

SCHEDULE 1 ..................................................................................................................... 1
SCHEDULE 2 ..................................................................................................................... 2
AGREEMENT dated

PARTIES:

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

AND

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

AND

LINDA CROMBIE, RAELENE HUDSON, BRENDA SHIELDS, SHARON LUCAS, HAYDEN BROMLEY, ARTHUR AH CHEE FOR AND ON BEHALF OF THE WANGKANGURRU / YARLUYANDI NATIVE TITLE CLAIM care of Camatta Lempens Level 1, 345 King William Street Adelaide South Australia 5000 ("Native Title Party")

AND

SOUTH AUSTRALIAN NATIVE TITLE SERVICES LTD [ABN] of Level 4, 345 King William Street Adelaide South Australia 5000 ("SANTS")

AND

THE SOUTH AUSTRALIAN CHAMBER OF MINES AND ENERGY INCORPORATED ABN 62 620 804 910 an incorporated association incorporated under the Associations Incorporation Act 1985 (SA) of 290 Glen Osmond Road Fullarton South Australia 5063 ("SACOME").
BACKGROUND:

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

B. The Registered Native Title Claimants have consulted with the Native Title Claim Group and the latter has consented to and authorised the Registered Native Title Claimants to enter into this Framework ILUA on behalf of the Native Title Party.

C. SANTS is the Representative Aboriginal Body for the Claimed Area pursuant to the Native Title Act.

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

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

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

G. The Native Title Party and SANTS have negotiated with the State and with SACOME for this Framework ILUA, which promotes the exercise of rights under this Framework ILUA in a way that advances economic development through exploration and production being carried out in a sustainable manner for the benefit of current and future generations.

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

I. The grant of a PEL, Subsequent Licence or Additional Licence is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act.
J. The provisions of this Framework ILUA apply instead of the Right to Negotiate Procedure which is not intended to apply to the grant of a PEL, Subsequent Licence or Additional Licence or any activities carried out under it.

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

IT IS AGREED:

1. DEFINITIONS

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

'Acceptance Contract Conditions' means the terms forming part of this Framework ILUA at Schedule 1, as amended from time to time pursuant to the Framework ILUA;

'Acceptance Deed' means the deed at Annexure B of the Acceptance Contract Conditions which acknowledges the Company's acceptance of the terms of this Framework ILUA;

Additional Licence' means any:
(a) Preliminary Survey Licence;
(b) Pipeline Licence;
(c) Speculative Survey Licence;
(d) Associated Activities Licence;
(e) Easement for pipeline purposes;
or
(f) other authority able to be lawfully granted to a Company within the ILUA Area pursuant to the Petroleum and Geothermal Energy Act, applied for, or granted to a Company in the ILUA Area where that Company is not the holder of a PEL or PPL authorised by this Framework ILUA, but excluding any authority authorising the geosequestration of carbon dioxide outside of normal petroleum operations;

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

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

means the body corporate to be established by the Native Title Claim Group as soon as practicable after the Commencement Date to assist the Native Title Claim Group in the implementation of this ILUA, and prior to its establishment, Camatta Lempens Pty Ltd or another nominated agent notified in writing to the Company;

'Authorised Licence'

means:

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

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

'Business Day'

means a day other than a Saturday, Sunday or public holiday in South Australia;

'Claimed Area'

means the area of land and any waters the subject of the Native Title Application;
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>'Clearance'</td>
<td>means the agreed procedure for the inspection and clearance of land as described in clauses 14, 15 and 17 and Annexure E of the Acceptance Contract Conditions;</td>
</tr>
<tr>
<td>'Commencement Date'</td>
<td>means the date on which the details of this Framework ILUA are entered onto the Register pursuant to s199B of the Native Title Act;</td>
</tr>
<tr>
<td>'Company'</td>
<td>means the applicant for or holder of a Licence which has executed an Acceptance Contract in relation to that Licence;</td>
</tr>
<tr>
<td>'Essential Term'</td>
<td>means those terms in clause 10.3 and clause 14 of this Framework ILUA and clauses 7.1, 7.2, 7.3.1, 7.3.2, 8.1, 8.2, 8.4, 12, 13.7, 13.8, 14.6, 19.1 and 21.1, 21.3 and 21.4 of the Acceptance Contract Conditions;</td>
</tr>
<tr>
<td>'Executed Acceptance Contract'</td>
<td>means each contract on the terms of the Acceptance Contract Conditions and the relevant Acceptance Deed;</td>
</tr>
<tr>
<td>'Framework ILUA'</td>
<td>means this deed as amended from time to time, including the Acceptance Contract Conditions (and the annexures to it), the Acceptance Deed and all other schedules, annexures and appendices;</td>
</tr>
<tr>
<td>'ILUA Area'</td>
<td>means the geographical area in relation to which this Framework ILUA applies, as specified in Schedule 2;</td>
</tr>
</tbody>
</table>
'Licence' means any licence able to be issued under the Petroleum and Geothermal Energy Act as amended from time to time;

' Licence Application' means the application for a Licence under the Petroleum and Geothermal Energy Act;

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

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

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

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

'Native Title Application' means the Application for Determination of Native Title filed in the Federal Court of Australia by the Native Title Party described in Annexure A of the Acceptance Contract Conditions;

'Native Title Claim Group' means those persons described in Part 1 Schedule A of the Native Title Application (Annexure A of the Acceptance Contract Conditions) and has the same meaning as in the Native Title Act;
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>'Native Title Party'</td>
<td>means the Native Title Claim Group and includes the Registered Native Title Applicant as described in Annexure A of the Acceptance Contract Conditions;</td>
</tr>
<tr>
<td>'Parties'</td>
<td>means the Parties to this Framework ILUA, and “Party” means any one of them;</td>
</tr>
<tr>
<td>'PEL'</td>
<td>means the petroleum exploration licence(s) proposed to be granted to the Company in the ILUA Area pursuant to the Petroleum and Geothermal Energy Act, as renewed, extended, substituted or varied from time to time;</td>
</tr>
<tr>
<td>'Petroleum'</td>
<td>has the same meaning as in the Petroleum and Geothermal Energy Act;</td>
</tr>
<tr>
<td>'Petroleum and Geothermal Energy Act'</td>
<td>means the Petroleum and Geothermal Energy Act 2000 of South Australia as amended or any enactment substituted therefore together with any regulations and subordinate legislation made thereunder;</td>
</tr>
<tr>
<td>'Pipeline Licence'</td>
<td>means a licence issued under the Petroleum and Geothermal Energy Act authorising the licensee to operate the transmission pipeline to which the licence relates;</td>
</tr>
<tr>
<td>'PPL'</td>
<td>means a petroleum production licence granted pursuant to the Petroleum and Geothermal Energy Act;</td>
</tr>
</tbody>
</table>
'Preliminary Survey Licence' means a licence issued under the Petroleum and Geothermal Energy Act authorising the licensee to carry out a survey, environmental evaluation, or other form of assessment preparatory to the carrying out of Regulated Activities in the Licence Area;

'PRL' means a Petroleum Retention Licence granted pursuant to the Petroleum and Geothermal Energy Act;

'Register' means the Register of Indigenous Land Use Agreements established and maintained under Part 8A of the Native Title Act;

'Registrar' means the Native Title Registrar;

'Registration Date' means the date on which details of this Framework ILUA are entered on the register pursuant to section 199B of the Native Title Act;

'Regulated Activity' has the same meaning as in the Petroleum and Geothermal Energy Act;

'Regulated Substance' has the same meaning as in the Petroleum and Geothermal Energy Act;

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

'SACOME' means the South Australian Chamber of Mines and Energy Inc;
'Scouting Team' means the members of a team undertaking a Clearance in accordance with the Acceptance Contract Conditions;

'Speculative Survey Licence' means a licence granted under the Petroleum and Geothermal Energy Act authorising the licensee to carry out exploratory operations of the kind specified in the licence in the Licence Area;

'State' means the State of South Australia;

'Subsequent Licence' means any:
(a) PPL (that is not already authorised under this ILUA);
(b) Associated Activities Licence;
(c) PRL;
(d) Easement for pipeline purposes;
(e) Preliminary Survey Licence;
(f) Speculative Survey Licence; or
(g) other authority able to be lawfully granted to a Company within the ILUA Area pursuant to the Petroleum and Geothermal Energy Act, applied for or granted to a Company where that Company is the holder of a PEL or PPL authorised by this Framework ILUA at the time of the Licence application, but excludes any authority authorising the geosequestration of carbon dioxide outside of normal petroleum operations;
'Term' means the Term of the Framework ILUA, commencing on the Commencement Date and ending on the date determined pursuant to clause 3.2;

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

2. INTERPRETATION

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

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

2.1.2 the singular includes the plural and vice versa;

2.1.3 reference to a gender includes each other gender;

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

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

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

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

2.1.8 where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
2.1.9 a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible form but specifically excludes communications by electronic mail;

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

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

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

2.1.13 a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum and Geothermal Energy 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 and Geothermal Energy Act and any variation, renewal, extension and substitution of any of them or any part of any of them.

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

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

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

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

2.4 Any term or expression used in this Framework ILUA, which is defined in either the Petroleum and Geothermal Energy Act or the Native Title Act, has the same meaning as in that legislation, except where otherwise defined.
2.5 In this Framework ILUA, headings are for convenience of reference and do not affect the interpretation of this Framework ILUA.

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

3. **COMMENCEMENT AND TERM**

3.1 This Framework ILUA commences on the Commencement Date.

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

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

4. **REVIEW AND AMENDMENT**

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

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

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

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

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

5. **AUTHORITY TO ENTER INTO ILUA**

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

6. **THE NATIVE TITLE ACT AND CONSENT TO FUTURE ACTS**

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

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

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

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

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

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

6.3 It is the intention of the Parties that:

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

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

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

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

7.2.1 ALRM will certify the application for registration in accordance with the Native Title Act; or

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

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

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

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

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

8. **PETROLEUM AND GEOTHERMAL ENERGY ACT**

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

8.1.1 set out an alternative procedure for the granting of a PEL, Subsequent Licence or Additional Licence, or the carrying out of activities under those Licences; or
8.1.2 of itself (apart from the provisions of clause 8.1 of the Acceptance Contract Conditions), form a condition of any PEL, Subsequent Licence or Additional Licence.

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

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

9. **PROVISION TO PARLIAMENT**

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

10. **THE LICENCE**

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

10.1.1 the Petroleum and Geothermal Energy Act;
10.1.2 any Applicable Law; or
10.1.3 this Framework ILUA.

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

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

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

11. **INSURANCE**

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

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

12. **BREACH OF FURTHER CONSIDERATION**

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

13. **ACCEPTANCE CONTRACT**

13.1 Subject to this Framework ILUA the Parties agree that:

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

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

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

13.2.1 duly completing and signing the Acceptance Deed at Annexure B of the Acceptance Contract Conditions;
13.2.2 providing a copy of the duly signed and completed Acceptance Deed to the State; and
13.2.3 notifying the Native Title Party of the completion and execution of the Acceptance Deed by providing them with a copy thereof.

13.3 The Parties acknowledge and agree that upon a Company complying with the provisions of clause 13.2 an agreement on the terms of the Acceptance Contract Conditions and the relevant Acceptance Deed will come into force and effect as an Executed Acceptance Contract between the State, the Native Title Parties, the Association and the Company in respect of:
13.3.1 the PEL(s) or Additional Licence(s) identified in the Acceptance Deed executed by the Company;
13.3.2 any Subsequent Licences granted to a Company where that Company has entered into an Executed Acceptance Contract in respect of a PEL located in the ILUA Area; and
13.3.3 the carrying out of any activities under those Licences.

14. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

15. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

16. CONFIDENTIALITY

16.1 The Parties agree to keep confidential all communications between the Parties relating to their negotiation of this Framework ILUA (excluding this Framework ILUA document) whether oral or in writing ('confidential communications') except to:
16.1.1 the officers and employees of the Parties whose duties require such disclosure;
16.1.2 the legal and financial advisers and auditors of a Party;
16.1.3 the extent necessary to comply with all Applicable Law and the rules of any stock exchange;
16.1.4 the South Australian parliament;
16.1.5 potential financiers, investors, joint venturers or Transferees in or of the Parties;
16.1.6 petroleum explorers involved in or seeking to become involved in exploration or production activity in the Claimed Area or Licence Area; and
16.1.7 other Aboriginal people as and where required by Aboriginal custom and tradition,

PROVIDED THAT except for compliance reports contemplated in clause 16.1.3 the relevant Party ensures that any such person undertakes to maintain the confidentiality of the information and material.

16.2 The Parties will ensure that each recipient of confidential communications is aware of and observes the above obligations of confidentiality.

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

17. ASSIGNMENT

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

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

17.1.2 the proposed Transferee executes in favour of the Native Title Party and the Association a deed of assumption undertaking to observe and comply with all of the obligations of the Company under this Framework ILUA which are commensurate with the rights Transferred to it by the Company.

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

18. **NOTICES**

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

The Government Party’s address:

The Minister for Minerals Resources Development  
C/-: The Director, Petroleum  
Office of Mineral and Energy Resources, PIRSA  
Level 6, 101 Grenfell Street  
ADELAIDE SA 5000  
Facsimile number: (08) 8463 3229

Native Title Party’s address:

Wangkangurru/Yarluyandi Native Title Claim Group  
C/-: Camatta Lempens  
Level 1  
345 King William Street  
ADELAIDE SA 5000  
Facsimile number: (08) 8401 0566

Association address:

C/-: Camatta Lempens  
Level 1  
345 King William Street  
ADELAIDE SA 5000  
Facsimile number: (08) 8401 0566

SANTS address:

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

SACOME’s address:
Chief Executive
Mines & Energy House
290 Glen Osmond Road
Fullarton SA 5063
Facsimile number: (08) 8202 9900

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

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

18.4 To facilitate the giving of notice, the Native Title Party shall give written notice within seven (7) days of the change in particulars or address of the Association to the State and the Company.

19. **GOVERNING LAW**

This Framework ILUA is governed by the laws of, and applying in the State, and each Party hereby submits to the jurisdiction of the appropriate courts of that State and of the Commonwealth of Australia and any Courts competent to hear appeals therefrom. The Parties agree that any appeals from the courts of the Commonwealth of Australia will be filed in the South Australian District Registry of the Federal Court of Australia.

20. **COUNTERPARTS**

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

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

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

THE COMMON SEAL of THE
ATTORNEY-GENERAL

was hereunto affixed by the Attorney-General
in the presence of:

Witness

Name of Witness

THE COMMON SEAL of THE MINISTER
FOR MINERAL RESOURCES DEVELOPMENT

was hereunto affixed by the Minister
in the presence of:

Witness

Name of Witness

SIGNED BY LINDA CROMBIE
for and on behalf of the
Wangkangurru/Yarluyandi Native Title Claim Group
in the presence of:

Witness

Name of Witness

Framework - (3550468)
SIGNED BY RAELENE HUDSON
for and on behalf of the
Wangkangurru/Yarluyandi Native Title Claim Group
in the presence of:

Raelene Hudson

Witness

Name of witness

SIGNED BY BRENDA SHIELDS
for and on behalf of the
Wangkangurru/Yarluyandi Native Title Claim Group
in the presence of:

Brenda Shields

Witness

Name of witness

SIGNED BY SHARON LUCAS
for and on behalf of the
Wangkangurru/Yarluyandi Native Title Claim Group
in the presence of:

Sharon Lucas

Witness

Name of witness
SIGNED BY HAYDEN BROWLEY
for and on behalf of the
Wangkangurru/Yarluyandi Native Title Claim Group
in the presence of:

Hayden Bromley

Witness

Name of witness

SIGNED BY ARTHUR AH CHEE
for and on behalf of the
Wangkangurru/Yarluyandi Native Title Claim Group
in the presence of:

Arthur Ah Chee

Witness

Name of witness

THE COMMON SEAL of
SOUTH AUSTRALIAN NATIVE TITLE SERVICES LTD
was hereunto affixed
in the presence of:

Chairperson

Executive Member

Framework - (3550468)
THE COMMON SEAL of THE SOUTH AUSTRALIAN CHAMBER OF MINES AND ENERGY INC was hereunto affixed in the presence of:

President

Councillor
SCHEDULE 1

Acceptance Contract Conditions
ACCEPTANCE CONTRACT CONDITIONS

BETWEEN

THE HONOURABLE JOHN RAU THE ATTORNEY GENERAL

-AND-

THE MINISTER FOR MINERAL RESOURCES DEVELOPMENT

-AND-

LINDA CROMBIE, RAELENE HUDSON, BRENDA SHIELDS, SHARON LUCAS,
HAYDEN BROMLEY, ARTHUR AH CHEE FOR AND ON BEHALF OF THE
WANGKANGURRU / YARLUYANDI NATIVE TITLE CLAIM

-AND-

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

1. DEFINITIONS ........................................................................................................ 2
2. INTERPRETATION ................................................................................................. 12
3. COMMENCEMENT AND TERM ........................................................................... 14
4. NATIVE TITLE ACT AND CONSENT TO FUTURE ACTS .............................. 15
5. OTHER STATEMENTS ......................................................................................... 16
6. AUTHORITY TO ENTER INTO AGREEMENT .................................................... 16
7. CONSIDERATION ................................................................................................. 17
8. FURTHER CONSIDERATION .............................................................................. 24
9. RECONNAISSANCE SURVEYS OF LICENCE AREA BY COMPANY .......... 25
10. LAND ACCESS AND OCCUPATION ................................................................. 26
11. IDENTIFICATION ............................................................................................... 26
12. PETROLEUM OPERATIONS ............................................................................ 27
13. NOTIFICATION OF OPERATIONS .................................................................. 27
14. INSPECTION AND CLEARANCE ..................................................................... 31
15. SCOUTING TEAM .............................................................................................. 32
16. AERIAL SURVEYS ............................................................................................ 34
17. REPORTS ........................................................................................................... 34
18. BUDGETS AND PAYMENT BY COMPANY FOR CLEARANCE WORK .... 36
19. REMOVAL OF EMPLOYEES .......................................................................... 40
20. INSTRUCTION IN ABORIGINAL CULTURE .................................................... 40
21. COMPANY COVENANTS .................................................................................. 41
22. THE NATIVE TITLE PARTY COVENANTS ................................................... 42
23. RIGHTS OF THE NATIVE TITLE PARTY ......................................................... 43
24. REVERSION OF INFRASTRUCTURE ............................................................... 44
25. FIELD DEVELOPMENT AND PRODUCTION ............................................... 44
26. FORCE MAJEURE .............................................................................................. 45
27. ASSIGNMENT .................................................................................................. 45
28. CONFIDENTIAL INFORMATION ..................................................................... 46
29. DISPUTE RESOLUTION ...................................................................................... 46
30. CESSATION OF ACTIVITIES .......................................................................... 49
31. EMPLOYMENT OPPORTUNITIES ..................................................................... 50
32. GENERAL ......................................................................................................... 50
<table>
<thead>
<tr>
<th>Annexure</th>
<th>Description</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Native Title Application and Map of Claim Area</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>Annexure B</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>Acceptance Deed</td>
<td>1</td>
</tr>
<tr>
<td>1.</td>
<td>Production Payments</td>
<td>1</td>
</tr>
<tr>
<td>2.</td>
<td>Calculations to Follow Petroleum and Geothermal Energy Act</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Recipient Created Tax Invoice</td>
<td>2</td>
</tr>
<tr>
<td>4.</td>
<td>Interpretation</td>
<td>3</td>
</tr>
<tr>
<td>D</td>
<td>Annexure D</td>
<td>1</td>
</tr>
<tr>
<td>E</td>
<td>Annexure E Clearance Procedures</td>
<td>1</td>
</tr>
<tr>
<td>F</td>
<td>Annexure F Schedule of Events</td>
<td>1</td>
</tr>
<tr>
<td>G</td>
<td>Annexure G Budget</td>
<td>1</td>
</tr>
<tr>
<td>H</td>
<td>Annexure H Guidelines to Mediation</td>
<td>1</td>
</tr>
</tbody>
</table>
AGREEMENT dated

PARTIES:

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

AND

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

AND

LINDA CROMBIE, RAELENE HUDSON, BRENDA SHIELDS, SHARON LUCAS, HAYDEN BROMLEY, ARTHUR AH CHEE FOR AND ON BEHALF OF THE WANGKANGURRU / YARLUYANDI PEOPLE'S NATIVE TITLE CLAIM care of Camatta Lempens Level 1, 345 King William Street Adelaide South Australia 5000 ("Native Title Party")

AND

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

BACKGROUND:

WHEREAS:

A. The Native Title Party claims native title in all of the Claimed Area and has filed a Native Title application under section 13(1) of the Native Title Act 1993
(Commonwealth) (as amended) with the Federal Court of Australia in proceeding Number SAD 6016/98 for a determination of Native Title in respect of the Claimed Area.

B. Prior to signing the Framework ILUA the Registered Native Title Claimants consulted with the Native Title Claim Group and the Native Title Claim Group consented to and authorised the Registered Native Title Claimants to enter into the Executed Acceptance Contract on behalf of the Native Title Party.

C. The State:

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

(b) is the first respondent to all native title determination applications in South Australia.

D. Pursuant to the Framework ILUA the Parties:

(a) consent to the grant of Authorised Licences;

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

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

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

NOW THIS AGREEMENT WITNESSES AS follows:

1. **DEFINITIONS**

   In these Acceptance Contract Conditions unless the context otherwise requires, the following words and expressions shall have the following meanings:

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

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

'Additional Licence' means any:

(a) Preliminary Survey Licence;
(b) Pipeline Licence;
(c) Speculative Survey Licence;
(d) Associated Activities Licence;
(e) Easement for pipeline purposes; or
(f) other authority able to be lawfully granted to a Company within the ILUA Area pursuant to the Petroleum and Geothermal Energy Act,

applied for, or granted to a Company in the ILUA Area where that Company is not the holder of a PEL or PPL authorised by the Framework ILUA, but excluding any authority authorising the geosequestration of carbon dioxide outside of normal petroleum operations.

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

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

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

Association means the body corporate to be established by the Native Title Claim Group as soon as practicable after the Commencement Date to assist the Native Title Claim Group in the implementation of this ILUA, and prior to its establishment, Camatta Lempens Pty Ltd or another nominated agent notified in writing to the Company and the State;

'Authorised Licence' means:

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

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

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

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

'Commencement Date' means the date on which the details of the Framework ILUA are entered onto the Register pursuant to s199B of the Native Title Act;

'Commencement Day' means the date upon which all of the following have occurred:

(a) the Company has duly completed and signed the Acceptance Deed; and

(b) the Company has provided a copy of the Acceptance Deed to the Minister; and

(c) the Company has notified the Association and the Native Title Claim Party that they have signed the Acceptance Deed by providing the Association and the Native Title Claim Group with an original or duplicate original of the Acceptance
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>'Company'</td>
<td>means the party specified as the Company in the Executed Acceptance Contract and includes any assignee or Transferee of the Company;</td>
</tr>
<tr>
<td>'Consumer Price Index'</td>
<td>means the Consumer Price Index (All Groups) for the City of Adelaide (CPI) as published by the Australian Bureau of Statistics;</td>
</tr>
<tr>
<td>'Cultural Confidence'</td>
<td>means any cultural information including information held in an Aboriginal Record, disclosure of which is by tradition restricted or forbidden;</td>
</tr>
<tr>
<td>'Environment'</td>
<td>means all aspects of the surroundings, including the physical, biological, economic, cultural and social aspects; and &quot;Environmental&quot; has a corresponding meaning;</td>
</tr>
<tr>
<td>'Essential Term'</td>
<td>means those terms in clauses 10.3 and 14 of the Framework ILUA and clauses 7.1, 7.2, 7.3.1, 7.3.2, 8.1, 8.2, 8.4, 12, 13.7, 13.8, 14.5, 19.1 and 21.1, 21.3, 21.4;</td>
</tr>
<tr>
<td>'Executed Acceptance Contract'</td>
<td>means the contract on the terms of these Acceptance Contract Conditions and the Acceptance Deed signed by the Company and formed between the Parties upon the Company complying with the provisions of clause 13 of the Framework ILUA;</td>
</tr>
<tr>
<td>'Force Majeure'</td>
<td>means acts of God, flood, fire or damage caused by lightening, storm, tempest, unseasonable rains, strikes, lockouts or other industrial</td>
</tr>
</tbody>
</table>
disturbance, riots, blowouts, laws, rules, regulations, or directions of a governing body having jurisdiction over the Licence Area, religious or other ceremonial activities of members of the Native Title Claim Group, inability to obtain equipment or material or any other causes which by the exercise of due diligence that party is unable to prevent or overcome;

‘Framework ILUA Parties’ means the State, the Minister, the Native Title Parties, South Australian Native Title Services Ltd and South Australian Chamber of Mines and Energy Inc, being the parties to the Framework ILUA;

‘ILUA Area’ means the geographical area in relation to which the Framework ILUA applies, as specified in Schedule 2 of the Framework ILUA;

‘Licence’ means any licence able to be granted under the Petroleum and Geothermal Energy Act as amended from time to time;

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

‘Maximum Administration Fee’ means the maximum administration fee specified in clause 7.2.4 and fixed on the Commencement Day for the term of the PEL;

‘Minister’ means the Minister responsible for the issue of a licence pursuant to the Petroleum and
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>'Native Title'</td>
<td>has the same meaning as in section 223 of the Native Title Act;</td>
</tr>
<tr>
<td>'Native Title Act'</td>
<td>means the Native Title Act 1993 (Commonwealth);</td>
</tr>
<tr>
<td>'Native Title Application'</td>
<td>means the Application for Determination of Native Title filed in the Federal Court of Australia by the Native Title Party and described in Annexure A;</td>
</tr>
<tr>
<td>'Native Title Claim Group'</td>
<td>means those persons described in Part 1 Schedule A of the Native Title Application (Annexure A) and has the same meaning as in the Native Title Act;</td>
</tr>
<tr>
<td>'Native Title Party'</td>
<td>means the Native Title Claim Group and includes the Registered Native Title Applicant as described in Annexure A;</td>
</tr>
<tr>
<td>'Operational Area'</td>
<td>means any part of the Licence Area upon which from time to time under the terms of these Acceptance Contract Conditions the Company proposes to carry out Petroleum Operations;</td>
</tr>
<tr>
<td>'Parties'</td>
<td>means the parties to these Acceptance Contract Conditions and &quot;Party&quot; means one of them;</td>
</tr>
<tr>
<td>'PEL'</td>
<td>means the petroleum exploration licence proposed to be granted to the Company in the ILUA Area pursuant to the Petroleum and Geothermal Energy Act, as renewed, extended, substituted or varied from time to time;</td>
</tr>
</tbody>
</table>
'Petroleum' has the same meaning assigned to that expression in the Petroleum and Geothermal Energy Act and where the term 'petroleum' is used herein it shall include each and all constituents thereof;

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

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

'Pipeline Licence' means a licence issued under the Petroleum and Geothermal Energy Act authorising the licensee to operate the transmission pipeline to which the licence relates;
"PPL" means a petroleum production licence granted pursuant to the Petroleum and Geothermal Energy Act;

"Preliminary Survey Licence" means a licence issued under the Petroleum and Geothermal Energy Act authorising the licensee to carry out a survey, environmental evaluation, or other form of assessment preparatory to the carrying out of regulated activities in the Licence Area;

"PRL" means a petroleum retention licence granted pursuant to the Petroleum and Geothermal Energy Act;

"Registered Native Title Body Corporate" has the same meaning as given in the Native Title Act;

Registered Native Title Claimants means the registered native title claimants (as defined in the Native Title Act) from time to time in respect of the Native Title Claim;

"Report" means a written report about a Clearance provided by the Native Title Party to the Company as described in clause 17;

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

"Scouting Team" means the persons referred to in clause 15;

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

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

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

'Subsequent Licence' means any:
(a) PPL (where not already authorised
under this Framework ILUA);
(b) Associated Activities Licence;
(c) PRL
(d) easement for pipeline purposes;
(e) Preliminary Survey Licence;
(f) Speculative Survey Licence; or
(g) other authority able to be lawfully
granted to a Company within the ILUA
Area pursuant to the Petroleum and
Geothermal Energy Act,
applied for or granted to a Company where that
Company is the holder of a PEL or PPL
authorised by the Framework ILUA at the time of
the Licence application, but excludes any
authority authorising the geosequestration of
carbon dioxide outside of normal petroleum
operations;

'Transfer' means to sell, assign, transfer, convey or
otherwise dispose of and 'Transferee' and
'Transferred' have corresponding meanings;
'Work Programme' means a detailed description of proposed work on an Operational Area by the Company;

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

2. **INTERPRETATION**

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

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

2.1.2 the singular includes the plural and vice versa;

2.1.3 a reference to a gender includes each other gender;

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

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

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

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

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

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

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

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

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

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

2.1.14 a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum and Geothermal Energy 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 and Geothermal Energy Act and any variation, renewal, extension and substitution of any of them or any part of any of them.
2.2 The meaning of general words will not be limited by reference to accompanying specific words.

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

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

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

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

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

2.6 Any schedules, annexures and appendices form part of these Acceptance Contract Conditions.

3. **COMMENCEMENT AND TERM**

3.1 The Executed Acceptance Contract commences on the Commencement Day.

3.2 Subject to any provision of these Acceptance Contract Conditions, to the contrary, the Executed Acceptance Contract continues until the date upon which all Authorised Licences have terminated or expired or been surrendered or cancelled for whatever reason.
3.3 Subject to clauses 3.4 and 3.5, no Party is entitled to terminate the Executed Acceptance Contract in the event of a breach, but the Parties may avail themselves of all other remedies available at law.

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

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

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

4. NATIVE TITLE ACT AND CONSENT TO FUTURE ACTS

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

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

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

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

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

4.3 The Parties record that under the Framework ILUA the Parties agreed that the Right to Negotiate and activities under Subdivision K and M respectively of the NTA are not intended to apply to Authorised Licences and the carrying out of any activities under them.
4.4 The Parties acknowledge and agree that each Executed Acceptance Contract constitutes an agreement between the Native Title Party and the Company for the purposes of entry to and use of land pursuant to Part 10 of the Petroleum and Geothermal Energy Act.

5. OTHER STATEMENTS

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

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

5.2.1 are bound by the Framework ILUA; and

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

6. AUTHORITY TO ENTER INTO AGREEMENT

6.1 The Native Title Claim Group represents and warrants that:

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

6.1.2 prior to signing the Framework ILUA the Registered Native Title Claimants consulted with the Native Title Claim Group and the Native Title Claim Group consented to and authorised the Registered Native Title Claimants to enter into the Executed Acceptance Contract on behalf of the Native Title Party; and
6.2 If an approved determination of Native Title is made in respect of the whole or any part of the Claimed Area and a Registered Native Title Body Corporate is determined to hold the rights and interests from time to time comprising the Native Title in trust for the Native Title Holders:

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

6.2.2 the Parties (other than the Native Title Claim Group) to the Executed Acceptance Contract consent to the Registered Native Title Body Corporate becoming a Party to the Executed Acceptance Contract and assuming the rights and obligations of both the Native Title Party.

7. CONSIDERATION

7.1 Acceptance Fee

7.1.1 Amount Payable

Subject to clause 7.1.2, in consideration of the Native Title Party agreeing to enter into the Executed Acceptance Contract the Company must pay to the Association:

(a) where the Native Title Party is authorising a PEL, seventy-five thousand dollars ($75,000) for each PEL;

(b) where the Native Title Party is authorising an Additional Licence(s) or PPL(s) in circumstances where the Company has not already entered into an Executed Acceptance Contract in respect of a PEL or PPL authorised by this ILUA, five hundred dollars ($500) for each Additional Licence or PPL (which is not a Subsequent Licence);
within seven (7) days of receipt of a tax invoice from the Association for the Acceptance Fee for such PEL, Additional Licence or PPL granted.

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

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

7.2 Administration Fee

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

7.2.2 Payment Amount
Subject to clauses 7.2.4 & 7.2.5, the administration payments will be apportioned as follows:
(a) where a Company holds a PEL that is renewable for one (1) further term only, the annual administration fee payable for each PEL will be:
(i) twelve percent (12%) of the Maximum Administration Fee for each year of the first five (5) year term; and
(ii) and eight percent (8%) of the Maximum Administration Fee for each year of the second five (5) year term.

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

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

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

7.2.3 Suspension of Licence

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

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

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

7.2.4 Maximum Administration Fee

(a) On the Commencement Date the maximum administration fee amount per PEL will be one hundred and fifty thousand dollars ($150,000).

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

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

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

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

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

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

7.2.6 Notification of Anniversary Date of Administration Fee

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

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

7.3 GST

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

7.3.2 Association to provide Company with Tax Invoice

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

7.3.3 Request for Tax Invoice

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

7.3.4 Adjustment Event

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

7.3.5 Adjustment Note

The Association will issue to the Company an adjustment note in respect of a supply that is subject to an adjustment event covered by clause 7.3.4. Such adjustment note will be issued no later than twenty-one (21) days after the Association becomes aware that the adjustment event has occurred or refunds any GST (or part thereof) in respect of that supply.
7.3.6 Disputes

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

7.3.7 Required Changes

The Parties agree to make any changes that are required to this clause to reflect any amendments made to the GST Act or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.

7.3.8 Interpretation

In this clause 7.3:

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

(b) **adjustment note** has the same meaning as it has from time to time in the GST Act;

(c) **GST** has the same meaning as it has from time to time in the GST Act;

(d) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the A New Tax System (Goods and Services Tax Transition) Act 1999;

(e) **price** has the same meaning as it has from time to time in the GST Act;
supply has the same meaning as it has from time to time in the GST Act;

tax invoice has the same meaning as it has from time to time in the GST Act;

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

7.4 Acknowledgement

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

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

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

(b) for the purposes of section 24EB of the Native Title Act, are compensation provided for by the Framework ILUA; and

7.4.2 the Native Title Party do not have any compensation entitlement other than for the amounts payable and benefits provided under the Executed Acceptance Contract and the Framework ILUA.

7.5 Exception

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

7.6 Sharing

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

7.7 Application Survival

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

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

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

8. FURTHER CONSIDERATION

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

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

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

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

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

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

8.3 Payments made by the Company to the State pursuant to clause 8.2.1 will be in full and final satisfaction and discharge of the Company's obligation under clause 8.1.
8.4 Within a reasonable time of receipt by the State of cleared funds from the Company in the amount calculated in accordance with the terms set out in Annexure C, the State will, for and on behalf of the Company, distribute the amount payable by the Company to the Native Title Party pursuant to clause 8.1.

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

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

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

8.6.2 the Minister agrees to consult with the other Parties in an endeavour to implement an alternative payment scheme acceptable to all the Parties to this Framework ILUA.

8.7 The written authority of the Native Title Party or of any person apparently duly authorised by the Native Title Claimants shall be a full and sufficient discharge to the Minister for any payments made pursuant to this clause 8.

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

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

9. RECONNAISSANCE SURVEYS OF LICENCE AREA BY COMPANY

9.1 The Parties acknowledge that prior to the date of execution of the Executed Acceptance Contract the Company will have awaited the grant of a Licence and except as otherwise disclosed in writing by the Company, has not been
afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for Petroleum Operations on the Licence Area ("Reconnaissance Surveys").

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

9.2.1 the Company is conducting the Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under clause 13 hereof; or

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

10. **LAND ACCESS AND OCCUPATION**

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

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

11. **IDENTIFICATION**

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

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

12. PETROLEUM OPERATIONS

The Company shall at all times upon the Licence Area:

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

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

12.3 conduct itself in accordance with good and accepted petroleum industry practice standards;

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

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

13. NOTIFICATION OF OPERATIONS

13.1 Subject to the provisions of clauses 14, 15 and 17 and Annexure E hereof, the Company shall provide the Association at least sixty-eight (68) days in advance of Petroleum Operations being conducted in an Operational Area a written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of the Company's proposed work programme, namely:

13.1.1 the proposed location of seismic lines and access roads;

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

13.1.4 the major items of equipment proposed to be used;

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

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

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

13.1.8 any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.

13.2 Prior to the expiration of fourteen (14) days (or such other period as the Company and the Association agree) after the Company has requested a Clearance and provided the particulars of its proposed work programme in accordance with clause 13.1, the Company and the Association by their respective representatives and advisors, shall meet. The purpose of such meeting shall be:

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

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

13.2.3 to discuss arrangements for preliminary access by the Company for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment.
13.3 If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to clause 13.1 hereof, the Association may, prior to the proposed commencement of Petroleum Operations, request that the Company provide and the Company shall provide, reasonable further particulars of such proposed Petroleum Operations.

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

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

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

13.5 In the event that the Association has a specific objection to any part of the particulars of the proposed Petroleum Operations supplied by the Company under clause 13.1, or to any substantial change therein of which notice has been given under clause 13.8:

13.5.1 the Association shall refer such objection for resolution pursuant to clause 29 within fourteen (14) days of being supplied with such particulars or given such notice;

13.5.2 that part of the existing, intensified or changed operational programme to which objection is taken shall not commence until the objection is resolved pursuant to clause 29;

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

13.5.4 if no such specific objection is raised within the said fourteen (14) day period by the Association, the Company may proceed on the basis that the particulars provided by the Company pursuant to this clause 13 constitute the details of the work programme for its Petroleum Operations.
13.6 Where the Association receives a request for Clearance pursuant to clause 13.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work programme is substantially similar to the current request) in accordance with the terms and conditions of an Executed Acceptance Contract by the Company or any other company or an agreement negotiated by the Native Title Party pursuant to its Right to Negotiate in relation to a Licence, the Association shall by notice in writing within two (2) weeks of the request notify the Company that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of these Acceptance Contract Conditions and subject to any conditions applicable to that Clearance.

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

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

13.7.2 of any Petroleum Operations to be carried out at an Operational Area which is reasonably likely to result in a substantially greater environmental impact than that arising from the existing work programme.

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

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

13.9.1 pursuant to clause 13.1, and no Clearance is conducted within sixty eight (68) days (or such later time as the Company, the Association and the Native Title Party in writing agree); or
13.9.2 pursuant to clause 13.8 for the circumstances set out in clause 17.7.2, and no Clearance is conducted within fourteen (14) days (or such later time as the Company, the Association and the Native Title Party in writing agree); or

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

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

14. INSPECTION AND CLEARANCE

14.1 The Parties shall conduct all activities under this clause in accordance with Annexures E and F hereto.

14.2 The Company will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Company’s representative shall:

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

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

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

14.3 The Company representative will accompany the Scouting Team into the field during the undertaking of the Clearance, subject to the Scouting Team’s ability to exclude the Company representative from its internal discussions and deliberations in the field.

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

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

14.4.2 in undertaking any clearance of alternative Operational Areas the Scouting Team is not required to remain in the field for any additional period of time beyond two (2) days, unless agreed otherwise.

14.5 Subject to the Aboriginal Heritage Act 1988 (South Australia) the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Party and facilitated by the Association pursuant to the Executed Acceptance Contract in which case neither the Native Title Party nor the Association shall complain that Petroleum Operations conducted in accordance with clauses 13, 14, 15 and 17 hereof interfered with any Areas of Significance. The Company shall be entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

14.6 The Company will:

14.6.1 not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with clauses 14, 15 and 17 and Annexure E;

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

14.6.3 instruct its contractors, its employees, agent and visitors accordingly in relation to its obligations under clauses 14.6.1 and 14.6.2.

15. **SCOUTING TEAM**

15.1 At the cost of the Company in accordance with a Budget, the Native Title Party and the Association will, having regard to the:
15.1.1 working conditions under which the Clearance will be conducted; and

15.1.2 period of the Clearance

identifies, and the Association will organise the members of a Scouting Team for the purposes of this clause 15 and Annexure E and will ensure that the Scouting Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed work programme in accordance with Annexure E.

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

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

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

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

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

15.3 Scouting Team Composition

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

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

15.3.3 The Native Title Party and the Association acknowledge that in most areas up to four (4) persons will be sufficient to ensure the integrity of the clearance, however they reserve the right to include up to a maximum of eight (8) people in the event that they believe it is necessary and appropriate to do so. The Association agrees to consult with the Company about the number of persons to be included in a Scouting Team not later than the start of negotiations for setting a budget in accordance with clause 18.

16. **AERIAL SURVEYS**

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

17. **REPORTS**

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

17.2 The Report must:
17.2.1 identify those parts of the Operational Area which are given Clearance by the Native Title Party or denied Clearance by the Native Title Party;

17.2.2 identify any alternative Operational Areas for which Clearance is given in accordance with the requirements set out in clauses 14.4 and 15.2.2;

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

17.2.4 be signed by the Specialists.

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

17.4 Nothing in these Acceptance Contract Conditions compels the Native Title Party nor any member of the Scouting Team or the Association to disclose to the Company or to the Company's representative the location of Areas of Significance, or any Cultural Confidences whatsoever with respect to the Licence Area, but sufficient information must be disclosed to enable the Company to avoid damaging, disturbing or otherwise interfering with any Area of Significance.

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

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

17.7 In the event that the Company has obtained a Clearance pursuant to these Acceptance Contract Conditions and subsequent events cause the Company to require any material modification or alteration (as defined in clause 13.7) to any part of the programme of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:

17.7.1 the Company shall notify the Association as soon as practicable and request that the Scouting Team inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of these Acceptance Contract Conditions;

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

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

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

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

18.2 Form of Budget

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

18.3 Disagreement over Budget

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

18.4 Payment of Budget

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

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

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

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

18.5 Company to pay reasonable costs of Work Area Clearance

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

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

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

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

18.5.4 vehicle insurance, fuel and costs of any necessary and unavoidable repair required; and

18.5.5 administration costs associated with the implementation of the Clearance,

in accordance with the Budget.

18.6 Daily Rate for Scouting Team

The daily rate payable by the Company for each Scouting Team member (excluding the Specialist) will be four hundred and thirty dollars ($430) per day, increasing annually on the anniversary of the Commencement Date in accordance with the wage cost index (Ordinary time hourly rates of pay excluding bonuses, for South Australia) published by the Australian Bureau of Statistics or its successors.

18.7 Additional Persons

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

18.8 Payments

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

18.9 No Contractual Relationship

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

18.10 Compliance with Laws

The Native Title Party and the Association will ensure compliance with all Applicable Law including the Workers Rehabilitation and Compensation Act 1986, the Occupational Health, Safety and Welfare Act 1986, the Income Tax Assessment Act 1936 or the Income Tax Assessment Act 1997 (both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association engages or retains any person for the purposes of performing its obligations under any Executed Acceptance Contract.

18.11 Indemnity

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

18.12 Nomination of existing facilities and equipment

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

19. **REMOVAL OF EMPLOYEES**

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

19.1.1 has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance; or

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

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

19.2 In the event of a dispute between the Association and the Company as to whether a person has acted in a manner justifying removal from the Licence Area the matter shall be referred for resolution pursuant to clause 29.

20. **INSTRUCTION IN ABORIGINAL CULTURE**

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

20.1.1 Native Title;

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

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

20.2 Appropriate education for the purposes of clause 20.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.

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

20.4 The Company shall promote among non-Aboriginal people employed in petroleum Operations a knowledge, understanding and respect for the tradition and culture of the Native Title Claim Group.

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

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

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

21. COMPANY COVENANTS

The Company covenants with the Native Title Party that:

21.1 in connection with the conduct of Petroleum Operations by it on the Licence Area the Company shall in accordance with Applicable Law:
21.1.1 keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;

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

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

21.2 Where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Claim Group, the Association and persons accompanying them, relevant:

21.2.1 driver training, hard hats, hats, ear plugs, safety glasses, safety vests, sunscreen and such other items of personal safety; and

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

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

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

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

22. **THE NATIVE TITLE PARTY COVENANTS**

The Native Title Party and the Association covenant with the Company that the Native Title Claim Group and the Association shall:
22.1 not interfere with the conduct of Petroleum Operations upon the Licence Area except in accordance with the Executed Acceptance Contract;

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

22.3 actively support the Company’s efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions thereof) as are or will be necessary to support the interests of the Company in furthering any project under any current, new or amended legislation. In particular, such active support will include provision of all relevant consents and authorisations to allow the grant of the said approvals, consents and other entitlements and rights and assistance to procure the withdrawal of any objections thereto;

22.4 Ensure that where the Company provides the items mentioned in clause 21.2 for the use of the persons mentioned in that clause, then all the persons so provided will utilise those provisions and otherwise conduct themselves in accordance with the Company’s reasonable safety requirements.

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

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

23. RIGHTS OF THE NATIVE TITLE PARTY

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

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

23.1.2 to pursue customary and traditional activities in Operational Areas.
23.2 The Native Title Claim Group, its members and agents shall be permitted the use of all roads constructed for the purpose of Petroleum Operations provided such use does not interfere with the conduct of efficient Petroleum Operations.

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

23.4 The Association shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Association's obligations under any of the Acceptance Contract Conditions save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of the Company in accordance with clause 15.3.1.

24. **REVERSION OF INFRASTRUCTURE**

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

25. **FIELD DEVELOPMENT AND PRODUCTION**

The Parties acknowledge that at any time during or after completion of the Petroleum Operations carried out pursuant to a PEL, the Company may wish to apply for further or other Licences under the Petroleum and Geothermal Energy Act in respect of the whole or any part of the Licence Area. In the event of Company so applying, and any further or other Licence being granted by the Minister, the provisions of the Executed Acceptance Contract shall apply mutatis mutandis in relation to the conduct of petroleum Operations on the further or other Licence so granted.
26. **FORCE MAJEURE**

26.1 In the event that any Party becomes wholly or partly unable because of Force Majeure to perform any of its obligations under the Executed Acceptance Contract, then the Executed Acceptance Contract shall nevertheless continue and remain in force and effect but that Party shall not be in default hereunder for as long as it continues to be prevented or delayed as aforesaid by such Force Majeure and the time within which such Party is required to perform any work to satisfy any obligations hereunder shall be extended by a period equivalent to that during which such prevention or delay continues provided that:

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

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

26.2 The Party affected by any event of Force Majeure as aforesaid shall forthwith give notice in writing thereof, to each other party of the occurrence of such event, the likely period of delay and the cessation thereof.

27. **ASSIGNMENT**

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

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

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

28. CONFIDENTIAL INFORMATION

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

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

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

29. DISPUTE RESOLUTION

29.1 Guiding Principle

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

29.2 Priority of Procedures

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

29.3 Notice of Dispute

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

29.4 Response to Dispute

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

29.5 Negotiations

Senior representatives designated pursuant to the preceding paragraphs of this clause must, within ten (10) days (or within such further period as the senior representatives may agree is appropriate) after the receipt of the notice referred to in clause 29.4 investigate, negotiate and endeavour to settle the dispute.

29.6 Mediation

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

29.6.2 The President of the Law Society of South Australia (in determining who to appoint as the mediator) shall have regard to the Parties' intentions in the Executed Acceptance Contract:
(a) for the preservation and protection of the native title rights and interests of the Native Title Party; and
(b) the statutory rights, obligations and commercial imperatives of the Company,
and shall take account of the fact that the Executed Acceptance Contract constitutes a cross-cultural commercial agreement.

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

(a) the Parties' intentions in the Executed Acceptance Contract for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
(b) the statutory rights, obligations and commercial imperatives of the Company.

29.6.4 If within one month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one month of the Notice of Dispute, then any of the Parties may by notice terminate the mediation process and may seek such remedies as they decide.

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

29.6.6 None of the Parties may commence court proceedings or arbitration concerning the Executed Acceptance Contract unless it has first complied with the dispute resolution provisions contained in this clause. The Parties agree that the Executed Acceptance Contract may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory relief.

29.6.7 In any case, each Party shall bear its own costs for the mediation.

29.7 Without Prejudice

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

30. **CESSION OF ACTIVITIES**

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

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

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

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

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

30.4.2 each Party shall remain liable to the other Party in respect of any liability it has to the other as a consequence of any prior breach of the Executed Acceptance Contract.

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

31. **EMPLOYMENT OPPORTUNITIES**

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

32. **GENERAL**

32.1 **Entire Agreement**

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

32.2 **Amendment**

No amendment or variation of the Executed Acceptance Contract:

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

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

32.3 **Severability**

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

32.4 **Minister's Discretion**

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

32.5 **Further Assurances**

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

NATIVE TITLE APPLICATION AND MAP OF CLAIM AREA
# NATIONAL NATIVE TITLE TRIBUNAL

## Claimant Application Summary

<table>
<thead>
<tr>
<th>Application numbers</th>
<th>Federal Court number:</th>
<th>SAD6016/98</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NNTT number:</td>
<td>SC97/3</td>
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<table>
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<tr>
<th>Application name</th>
<th>The Wangkanguru/Yarbayandi Native Title Claim</th>
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</table>

<table>
<thead>
<tr>
<th>Name of body where application filed</th>
<th>National Native Title Tribunal</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Date application filed</th>
<th>21/08/1997</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Current stage(s)</th>
<th>Notification Complete, In Mediation, Part Determination</th>
</tr>
</thead>
</table>

### Registration information

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

<table>
<thead>
<tr>
<th>Date claim entered on Register of Native Title Claims:</th>
<th>22/08/1997</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Registration test status:</th>
<th>Accepted for registration</th>
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<table>
<thead>
<tr>
<th>Registration history:</th>
<th>Registered from 22/08/1997.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Date Claim/Part of Claim Determined:</th>
<th>11/09/2008</th>
</tr>
</thead>
</table>

### Applicants

Arthur Ah Chee, Brenda Shields, Haydyn Bromley, Name Withheld for Cultural Reasons, Sharon Lucas, Linda Crambie

### Address for service

Stephen Kenny  
Camatts Lempens Pty Ltd  
First Floor  
345 King William Street  
ADELAIDE SA 5000  
Phone: (08) 8410 0211  
Fax: (08) 8410 0566

### Persons claiming to hold native title

The Wangkanguru/Yarbayandi 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 being:

1. People who are related by means of the principle of descent to the following Wangkanguru-Yarbayandi apical ancestors:
   1.1 Wiljali;
   1.2 The parents of two brothers, Ililji-Danggana and Ililji-Birbana;
   1.3 The parents of the sibling pair Nguramariu (male) and Pungajuntu (female);
   1.4 Judy Dandibilina Trew;
   1.5 Sisters, Maggie and Bugagaguna;
   1.6 And a woman whose two sons (the name of the first son is unknown, the name of the second son is Yungil) married the two sisters Maggie and Bugagaguna (as per 1.5 above) respectively. (ie. Unnamed son married Maggie and Yungil married Bugagaguna);

2. The descendants of the apical ancestors at 1.5 and 1.6 above, specifically excludes the following descendants of Yungil and his wife Bugagaguna:
   2.1 The following named children of Charles Ah Chee and his wife Ruby Colson Ah Chee: Phillip Ah Chee, Dean Ah Chee, Glynis Ah Chee, Vera Ah Chee, Lorraine Ah Chee, Sharon Ah Chee and their descendants;
   2.2 Michael Finn, who is the son of Ross Finn and Kay Minungka;
2.3 The following children of George Macumba and his wife Maudie Macumba: John (who married Ellen Sultan), Kevin (who married Marlene Russell) and Sandra (who has children to a Mr. Dingman, Bob Parker and to Peter Russell), and their descendants.

3. Wangkanguru/Yarluandi principles of incorporation into the group according to traditional law and custom also include:

3.1 Being of Aboriginal descent;

3.2 Having a connection with the claim areas in accordance with the traditional law and customs of the Wangkanguru/Yarluandi native title claim group following a principle of descent from their ancestors.

4. Where, despite the application of the principles set out in paragraph 3 above, there remains any uncertainty as to whether a person can be identified as a Wangkanguru or Yarluandi person:

4.1 The Wangkanguru/Yarluandi Native Title Management Committee have the authority acknowledged by the Wangkanguru/Yarluandi native title claim group, according to traditional laws and customs, to determine whether a person of Aboriginal descent has a connection to Wangkanguru/Yarluandi lands and waters.

4.2 The Wangkanguru/Yarluandi native title claim group assert that the Wangkanguru/Yarluandi principle of authority, based on traditional laws and customs, incorporates the potential transfer of the authority to appropriate persons in future generations.

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 Wangkanguru/Yarluandi claim, and that claim has been registered prior to the registration of this claim, then that person shall be specifically excluded from this claim group and in particular any person who is a member of an overlapping claim listed in Schedule H whilst that claim continues to overlap the current claim is excluded.

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

- all existing non-native title rights and interests; and
- all laws in South Australia and Queensland made in accordance with sections 19, 22F, 23E or 23I of the Native Title Act: to the extent these are valid and applicable.

THE APPLICANTS ARE NOT ASSERTING EXCLUSIVE RIGHTS AND INTERESTS OVER THE CLAIMED AREA.

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

1. The right to possess, occupy, use and enjoy the area;
2. The right to make decisions about the use and enjoyment of the area;
3. The right of access to the area;
4. The right to control the access of others to the area;
5. The right to use and enjoy the resources of the area;
6. The right to control the use and enjoyment of others of resources of the area (subject to Schedule Q);
7. The right to trade in resources of the area;
8. Right to receive a proportion of any resources taken by others from the area;
9. The right to maintain and protect places of importance under traditional laws, customs and practices in the area;
10. The right to carry out and maintain burials of deceased members of the claim group within the area;
11. The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the area;
12. The right to inherit and bestow native title rights and interests;
13. The right to conduct ceremonies on the 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 area;
16. The right to resolve amongst the claimant group any disputes between themselves about land tenure;
**Location:** From The Warburton (above Lake Eyre) in the south to east of Birdsville (QLD) in the east, to the NT border above Mudlo Well, south to Poeppel Corner, west to near Mt Dare, south to The Warburton.

**Local government region(s):** Diamantina Shire Council

**Representative A/TSI body(s):** Queensland South Native Title Services Ltd, South Australian Native Title Services Ltd

**Approximate size:** 83250 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):**

A map showing the external boundaries of the claim area is provided at Schedule C.

The application covers all the land and waters within the external boundary described as:

- Commencing at a point on the Queensland / South Australia State Border east of Lake Tantarabie at Longitude 140.001231° East, being also the north western corner of native title determination application SAD6024/98 Yandruwandha/Yawarrawarrra Native Title Claim (SC98/1), then generally southwesterly along boundaries of that application passing through the following coordinate points.

<table>
<thead>
<tr>
<th>Longitude (East)</th>
<th>Latitude (South)</th>
</tr>
</thead>
<tbody>
<tr>
<td>139.900728</td>
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</table>

- The latter being a north western corner of native title determination application SAD6017/98 Dieri Native Title Claim (SC97/4), then south westerly and westerly along boundaries of that application through Longitude 138.719322° East, Latitude 27.787831° South to the centreline of the Warburton River at Longitude 138.102550° East, Latitude 27.864510° South, then generally north westerly and generally south westerly along boundaries of that native title determination application and the centreline of that river to Longitude 137.266364° East, being also a point on the eastern boundary of Native Title Determination Application SAD6025/98 The Arakunna Peoples' Native Title Claim (SC98/2), then continuing along the boundaries of that application to the intersection with the centreline of an unnamed creek at Longitude 137.249911° East, then generally north easterly along the centreline of that creek and again boundaries of SC98/2 to the intersection with the centreline of the Macumba River at Longitude 137.243349° East, then generally north westerly along the centreline of that river and the boundaries of SC98/2 to Longitude 135.716786° East Latitude 27.204628° South, then continuing generally north easterly along the centreline of the Macumba River to the junction with Alberga River and Stevenson Creek, then generally northerly along the centreline of Stevenson Creek to the intersection with the southern boundary of Witjira National Park, being also the southern boundary of Native Title Determination SAD6010/98 Banga Part A Proceeding, then easterly, northerly and again easterly along boundaries of that determination to the south western corner of Native Title Determination SAD6016/98 Wangkangurru Yarlhuyani Part A Proceeding, then easterly and generally northerly along boundaries of that determination and Witjira National Park to the intersection with the Northern Territory / South Australia State Border, then easterly along that border to the junction of the Northern Territory / Queensland / South Australia State Borders, then northerly along the Northern Territory / Queensland State Border to Latitude 24.363085 South, then south easterly passing through Longitude 138.617906° East, Latitude 24.898506° South, to the eastern most corner of Native Title Determination Application QUD6033/02 Mithaka People (QC02/35) at Longitude 138.816582° East, Latitude 24.968954° South, then south easterly along the boundary of that application to Longitude 139.424460° East, then generally south easterly and generally southerly passing through the following coordinate points.

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139.464295 | 25.371080
139.462600 | 25.375427
139.461297 | 25.379445
139.459138 | 25.382754
139.457287 | 25.387664
139.456478 | 25.390310
139.456264 | 25.393070
139.455586 | 25.397153
139.454439 | 25.402537
139.454237 | 25.404723
139.453497 | 25.409895
139.450778 | 25.413862
139.451823 | 25.418592
139.451615 | 25.420947
139.451077 | 25.423297
139.451162 | 25.440583

Then southerly to the centreline of the Byre Development Road at Latitude 25.453526° South, then southerly to a point located near Woolmarie Tank at Longitude 139.548430° East, Latitude 25.506101° South; then southerly to a point located near Annmary Waterhole at Longitude 139.499580° East, Latitude 25.688832° South; then generally south easterly passing through the following coordinates points through Louies Hill and Grahams Bluff;

Longitude (East) | Latitude (South)
139.530186 | 25.750557
139.587822 | 25.784827
139.608415 | 25.807565
139.632440 | 25.829874
139.646598 | 25.864625
139.670194 | 25.895515
139.688213 | 25.919540
139.707050 | 25.926833
139.728970 | 25.957294
139.744844 | 25.968019

Then south easterly to a point on the South Australian / Queensland State Border at Longitude 139.780453° East, then easterly along that State Border back to the commencement point.

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.

AND EXCLUDING the areas referred to in Attachment marked "Attachment B" Internal.
Boundaries

Notes
Data Reference and source
- Application boundary data compiled by National Native Title Tribunal.
- Native title determination application SAD6024/98 Yandnuwangha/Yawarrawaraka Native Title Claim (SC98/1) as accepted for registration on 09/07/1999.
- Native title determination application SAD6025/98 The Arubunna Peoples Native Title Claim (SC98/2) as accepted for registration on 02/10/2008.
- Native title determination application SAD6001/98 Adnyamathanha No. 1 (SC99/1) as accepted for registration on 17/03/2008.
- Cadastral data sourced from Public Sector Mapping Agency (May 2008).
- Rivers based on topographic 1:250 000 vector data © Commonwealth of Australia (Geoscience Australia) 2003.
- Eyre Developmental Road based on casement data sourced from sourced from Dept of Natural Resources and Water, Qld (May 2008).
- State borders data sourced from Geoscience Australia (1998);

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

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

Prepared by Geospatial Services, National Native Title Tribunal (12 May 2009).

Internal Boundaries

The internal boundaries of this application shall be the boundaries of the areas excluded from this application as set out below.

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 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 ("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 s23B 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, 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 of 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).

Witjira National Park

The applicants maintain that the area known as the Witjira National Park being the land the
subject of the lease between the Minister for the Environment and Natural Resources in the
State of South Australia and Irwanyere Aboriginal Corporation dated the 5th of October
1995 is included in the area claimed on the basis that the lease did not extinguish native title
on the following grounds:-

1. The lease was expressed not to operate as to have any extinguishing effect on
   the native title rights and interests of Aboriginal people;
2. The lease was granted pursuant to Section 35 of the National Parks and Wildlife
   Act 1972 and not solely or primarily for any purpose specified in Section 39(1) of
   Part 5 of Schedule 1 of the Native Title Act;
3. The lease was granted for the purpose of the use and enjoyment by Aboriginal
   people having traditional association to the Park and other reasons.

Attachments

| 1. Map of External Boundaries of the Claim Area, Attachment C of the Application, 1 page |
| - A4, Attached 08/10/2009. |

NNTT contact details

| Case manager: Monica Khouri |
| Address: National Native Title Tribunal |
| Level 10 |
| Chester House |
| 91 Grenfell Street |
| ADELAIDE SA 5000 |
| GPO Box 9073 |
| ADELAIDE SA 5001 |
| Phone: (08) 8306 1230 |
| Freecall 1800 640 501 |
| Fax: (08) 8224 0939 |
| Web page: www.nntt.gov.au |
ANNEXURE B

ACCEPTANCE DEED
DATED 10 AUGUST 2012

ACCEPTANCE DEED

CROWN SOLICITOR
Level 9, 45 Pirie Street, Adelaide SA 5000
TABLE OF CONTENTS

1. COVENANT TO BE BOUND ......................................................... 1
2. WHEN EFFECTIVE ...................................................................... 1
3. BENEFIT .................................................................................. 1
4. TERMS ...................................................................................... 1
5. TYPE OF LICENCE TO BE AUTHORISED ................................... 2
Party

Discovery Energy SA Ltd ABN 89 158 204 052 the registered office of which is Level 8, 350 Collins Street, Melbourne, Victoria 3000

Company

1. **Covenant to be Bound**

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

2. **When Effective**

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

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

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

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

3. **Benefit**

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

4. **Terms**

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

The following PEL is authorised by this Deed:

- [x] PEL 512
- [ ] PPL(s)

**EXECUTED AS A DEED**

EXECUTED by Discovery Energy SA

Ltd ABN 89 158 204 052 in accordance

with section 127 of the Corporations Act

In the presence of:

![Signatures]

Director

Director/Secretary
ANNEXURE C

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

1. PRODUCTION PAYMENTS

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

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

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

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

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

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

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

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

3. **RECIPIENT CREATED TAX INVOICE**

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

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

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

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

4. **INTERPRETATION**

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

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

GUIDELINES FOR PAYMENT OF ROYALTY
AND PROVISION OF INFORMATION

(1) Payment of Royalty

The Licensee shall pay royalty in respect of all regulated substance (substance) recovered from a PPL or PEL pursuant to section 27 of the Petroleum and Geothermal Energy Act where that regulated substance is produced and sold, other than a substance described in Section 43(3)(a) of the Petroleum and Geothermal Energy Act 2000 ("The Act").

(2) Calculation of Royalty

The Licensee shall pay royalty at a rate of ten (10) 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 activities licence or pipeline licence, provided however that:

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

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

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

(d) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer pursuant to a bona fide arms length agreement to lease any plant used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser provided however that any such expenses in any one calendar year which is in excess of-
(A) in the calendar year 200.. – the sum of $...............; or

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

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

(3) Further provisions regarding calculation of Royalty

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

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

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

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

(B) any pipeline;

and

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

(b) Non Producing Wells

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

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of Plant

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

(f) Take or Pay

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

(g) Tolling

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

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

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

(4) **Royalty Returns**

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

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

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

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

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

(f) The Licensee shall at its cost cause the royalty calculation reconciliations
submitted by the Licensee to be audited by the auditor appointed by the
Licensee to audit its own accounts (provided that such auditor must be a duly
registered auditor in Australia) and the Licensee shall forward a copy of the
auditor's report in respect of a particular reconciliation within 3 months of the
receipt of such reconciliation by the Minister, such report to be accompanied
by a certificate by the auditor that the reconciliation is in accordance with
these guidelines.
(g) The Minister shall in accordance with Section 43(8) of the Act assess the value at the wellhead of the substance produced by the Licensees and may require the Licensee to pay within 30 days of the date of notice of such assessment the additional royalty determined by the Minister as payable.
ANNEXURE E

CLEARANCE PROCEDURES

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

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

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

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

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

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

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

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

10. The Association will cause a log-book to be kept and will ensure that the following information is recorded in the log book in relation to the use of the four-wheel drive vehicles:

(a) date;
(b) place of departure;
(c) destination;
(d) reason for the journey;
(e) name of driver; and
(f) number of kilometres travelled

in respect of each occasion that the four-wheel drive vehicles are used for or incidental to carrying out a Clearance and will make the log-book available to the Company upon request.
11. The Company will reimburse the Association in accordance with an agreed plan and
Budget for the Association's reasonable costs for:
(a) engaging the services of the persons comprising the Scouting Team
(b) providing camping facilities and food to the Scouting Team;
(c) providing sufficient and appropriate 4 wheel drive vehicles for use by the
Scouting Team; and
(d) co-ordinating the Clearance
in accordance with a Budget.

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

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

14. The Company will provide food or alternatively a food allowance for each member of
the Scouting Team at the rate of fifty dollars ($50.00) per day, increasing annually in
accordance with the Consumer Price Index, for each day spent undertaking the
Clearance and each day spent travelling to and from the Licence Area for that purpose.

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

## SCHEDULE OF EVENTS

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

## BUDGET

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<th>Description</th>
<th>Remarks</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Rate $</th>
<th>Survey Costs</th>
<th>NOTES</th>
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1. **TOTAL PERSONNEL**

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2. **TOTAL TRAVEL**

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3. **TOTAL ACCOMMODATION & LOGISTICS**
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<td>photocopying</td>
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<td>bookings &amp; fees</td>
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<td>meetings &amp; confs</td>
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<tr>
<td>legal</td>
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4. TOTAL ADMINISTRATION

5. SUB-TOTAL

6. Contingency

7. GST

8. GRAND TOTAL
ANNEXURE H

GUIDELINES TO MEDIATION

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

1. Role Of Mediator

1.1 The mediator will be neutral and impartial. The mediator will assist the Parties to attempt to resolve the dispute by helping them to:

(a) systematically isolate the issues in dispute;
(b) develop options for the resolution of those issues;
(c) explore the usefulness of these options; and
(d) meet their interests and needs.

1.2 The mediator may meet with the Parties together or separately.

1.3 The mediator will not give legal or other professional advice to any Party, impose a resolution on any party or make a decision for any Party.

1.4 The mediator will not accept an appointment in relation to any proceedings concerning the dispute.

1.5 No Party will take action to cause the mediator to breach paragraph 1.4.

2. Conflict of Interest

The mediator must prior to commencement of mediation disclose to the Parties to the best of the mediator’s knowledge any prior dealings with any of the Parties as well as any interests in the dispute. If in the course of the mediation the mediator becomes aware of any circumstances that might reasonably be considered to affect the mediator’s capacity to act impartially, the mediator must immediately inform the Parties of those circumstances.
3. **Co-operation**
   The Parties must co-operate in good faith with the mediator and each other during the mediation.

4. **Conduct of Preliminary Conference**
   As part of the mediation, the mediator will establish a preliminary conference at a time and venue convenient to the Parties to establish a timetable for mediation.

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

6. **Communications between Mediator and Parties**
   Any information disclosed to a mediator in private is to be treated as confidential by the mediator unless the Party making the disclosure states otherwise.

7. **Confidentiality of the Mediation**
   The Parties and the mediator will not disclose to anyone not involved in the mediation any information or document given to them during mediation unless required by law to make such disclosure.

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

   - (a) any settlement proposal whether made by a Party or the mediator;
   - (b) the willingness of a Party to consider any such proposal;
   - (c) any such statement made by a Party or the mediator during the mediation;
     and
   - (d) any information prepared for the mediation
9. **Termination of the Mediation**
   A Party may terminate the mediation at any time after consultation with the mediator.

10. **Settlement of the Dispute**
    If settlement is reached at the mediation, the terms of the settlement must be written down and signed by the Parties before they leave the mediation.

11. **Enforcement of the Settlement Agreement**
    Any Party may enforce the terms of the settlement agreement by judicial proceedings. Any Party may call evidence:
    (a) for the purposes of this clause; and
    (b) of the settlement agreement including evidence from the mediator and any other person engaged in the mediation.

12. **Exclusion of Liability**
    The Parties acknowledge that any mediator appointed will not be liable to them for any act or omission in the performance of the mediator’s obligations under the Executed Acceptance Contract. The Parties undertake to indemnify the mediator against any claim for act or omission in the bona fide performance of the mediator’s obligations under the Executed Acceptance Contract.

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

External boundary description
The application covers all the land and waters within the external boundary described as:

Commencing at a point on the Queensland / South Australia State Border at Longitude 140.001231° East, being also the north western corner of native title determination application SAD6024/98 Yandruwandha/Yawarrawaraka Native Title Claim (SC98/1); then generally south westerly along boundaries of that application passing through the following coordinate points:

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<thead>
<tr>
<th>Longitude (East)</th>
<th>Latitude (South)</th>
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<td>139.900728</td>
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<td>139.569764</td>
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<td>139.367244</td>
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</tbody>
</table>

The latter being a north western corner of native title determination application SAD6017/98 Dieri Native Title Claim (SC97/4); then south westerly and westerly along boundaries of that application through Longitude 138.719232° East, Latitude 27.787831° South to the centreline of the Warburton River at Longitude 138.102550° East, Latitude 27.884510° South; then generally westerly, generally north westerly and generally south westerly along boundaries of that native title determination application and the centreline of that river to Longitude 137.266564° East, being also a point on the eastern boundary of Native Title Determination Application SAD6025/98 The Arabunna Peoples Native Title Claim (SC98/2); then generally north westerly along the boundaries of that application to the intersection with the centreline of an unnamed creek at Longitude 137.249911° East; then generally north easterly along the centreline of that creek and again boundaries of SC98/2 to the intersection with the centreline of the Macumba River at Longitude 137.243349° East; then generally north westerly along the centreline of that river and the boundaries of SC98/2 to Longitude 135.716786° East Latitude 27.204628° South; then continuing generally north easterly along the centreline of the Macumba River to the Longitude 136.178017° East also being a point on the south eastern corner of SAD6002/99 Eringa #2 (SC99/4) as per the amended Form 1 filed in the Federal Court on 21 January; then northerly along the eastern boundary of that
application and the eastern boundary of the Wiljira National Park to the point where the Wiljira National Park meets the South Australian/Northern Territory border; then easterly along that border back to the commencement point.

For the avoidance of doubt the agreement does not overlap the following native title determination applications:
SAD6010/98 Eringa (SC96/3) as accepted for registration 8 October 1999.
SAD6002/99 Eringa 2 (SC99/4) as per the amended Form 1 filed in the Federal Court on 21 January 2011.
SAD6025/98 The Arabunna Peoples Native Title Claim (SC98/2) as accepted for registration 23 June 2010.
SAD6017/98 Dieri Native Title Claim (SC97/4) as amended on 13 March 2009.
SAD6024/98 Yandruwandha/Yawarrawarcka Native Title Claim (SC98/1) as accepted for registration 9 July 1999.


Notes

Data Reference and source

- Application boundary data compiled by National Native Title Tribunal.
- Native title determination application SAD6017/98 Dieri Native Title Claim (SC97/4) as amended in the Federal Court on 13 March 2009.
- Native title determination application SAD6024/98 Yandruwandha/Yawarrawarcka Native Title Claim (SC98/1) as accepted for registration on 09/07/1999.
- Native title determination application SAD6025/98 The Arabunna Peoples Native Title Claim (SC98/2) as accepted for registration on 02/10/2008.
- Native title determination application SAD6001/98 Adnyamathanha No. 1 (SC99/1) as accepted for registration on 17/03/2008.
- Cadastral data sourced from Public Sector Mapping Agency (May 2008).
- Rivers based on topographic 1:250 000 vector data © Commonwealth of Australia (Geoscience Australia) 2003.
- State borders data sourced from Geoscience Australia (1998);

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

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

Prepared by Geospatial Services, National Native Title Tribunal (25 August 2011).
INDIGENOUS LAND USE AGREEMENT
Wangkangurru/Yarluyandi
Petroleum Conjunctive ILUA

Land Tenure
Freehold is uncoloured
Aboriginal Freehold
Convertible Lease
Other Lease
Pastoral Lease
Reserve/Park
Unallotted Crown Land

Agreement boundary data compiled by NNTT.
Application boundary data compiled by NNTT based on data
provided by the Commonwealth of Australia (Department of
Environment and Heritage) (DA).
Topographic vector data is © Commonwealth of Australia
(Geoscience Australia) 2003.
Non-Freehold data sourced from Department of Environment
and Heritage, SA (May 2011).

Map created by Geospatial Services,
Department of Native Title
Tribunal (2009/02/11)
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Location Diagram

Filepath: P:\GIS\INFO\Products\SA\ILUA\2011\SIA2011_047_Wangkangurru_Yarluyandi_Petroleum_Conjunctive_ILUA\Mapping\CT2011_1311_map_and_description\20110825_SIA2011_047_landuse_AtL.wer Map Ref:30110825_SIA2011_047_landuse_AtL.pdf