

**INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR
GAS STORAGE EXPLORATION LICENCE GSEL 623**

1. 24 May 2013 Grant of Gas Storage Exploration Licence GSEL 623 with effect from 1 June 2013.

Interests:
Stuart Petroleum Limited 100%

Expiry Date: 31 May 2018
2. 24 May 2013 Memorandum entering GSEL 623 on the public register.
3. 24 May 2013 Deed pursuant to section 31 of the *Native Title Act 1993* dated 3 March 2011 between Honourable Tom Koutsantonis Minister for Mineral Resources and Energy, Stuart Petroleum Pty Ltd and the Wangkangurru/Yarluyandi Native Title Claim Group.
4. 24 May 2013 Deed pursuant to section 31 of the *Native Title Act 1993* dated 15 September 2011 between Honourable Tom Koutsantonis Minister for Mineral Resources and Energy, Stuart Petroleum Pty Ltd and the Dieri People's Native Title Claim Group.
5. 30 May 2013 Gazettal of Grant of GSEL 623
6. 3 June 2013 Suspension of licence for the period from and including 2 June 2013 to 1 June 2014.

GSEL 623 is now due to expire on 31 May 2019.
7. 3 June 2013 Memorandum entering suspension of licence on the public register.
8. 6 June 2013 Gazettal of suspension of licence.
9. 28 May 2014 Memorandum entering notation of revision to security arrangements on the public register.
10. 4 June 2014 Suspension of licence for the period from and including 2 June 2014 to 1 June 2015.

GSEL 623 is now due to expire on 30 May 2020.
11. 4 June 2014 Memorandum entering suspension of licence on the public register.
12. 12 June 2014 Gazettal of suspension of licence.

13. 27 October 2014 Memorandum entering notation of revision to security arrangements on the public register.
14. 16 December 2014 Memorandum entering notation of revision to security arrangements on the public register.
15. 3 June 2015 Suspension of licence for the period from and including 2 June 2015 to 1 June 2016.
- GSEL 623 is now due to expire on 31 May 2021.
16. 3 June 2015 Memorandum entering suspension of licence on the public register.
17. 11 June 2015 Gazettal of suspension of licence.
18. 14 February 2018 Memorandum entering notation of the following registrable dealings on the public register:
- Sale and Purchase Agreement dated 18 October 2017 between Tri-Star Energy Company and Stuart Petroleum Pty Ltd.
Ref: SA 2018-02
- Transfer Instrument dated 23 October 2017 between Tri-Star Energy Company and Stuart Petroleum Pty Ltd.
Ref: SA 2018-03
- Interests in the licence are:
- | | |
|-------------------------|------|
| Tri-Star Energy Company | 100% |
|-------------------------|------|
- Deed of Assignment and Assumption – Wangkangurru Yarluyandi Native Title Deed dated 23 October 2017 between Tri-Star Energy Company and Stuart Petroleum Pty Ltd.
Ref: SA 2018-05
19. 14 February 2018 Memorandum entering notation of the following registrable dealing on the public register:
- Deed of Assignment and Assumption – Dieri Native Title Deed dated 23 October 2017 between Tri-Star Energy Company and Stuart Petroleum Pty Ltd.
Ref: SA 2018-04
20. 23 August 2018 Suspension of licence for the period from and including 18 July 2018 to 17 July 2019.
- GSEL 623 is now due to expire on 31 May 2022.

21. 23 August 2018 Memorandum entering suspension of licence on the public register.
22. 30 August 2018 Gazettal of suspension of licence.
23. 24 July 2019 Suspension of licence for the period from 18 July 2019 to 17 July 2020 inclusive.

GSEL 622 is now due to expire on 1 June 2023.
24. 24 July 2019 Memorandum entering suspension of licence on the public register.
25. 1 August 2019 Gazettal of suspension of licence.
26. 19 May 2020 Suspension of licence for the period from and including 18 July 2020 to 17 July 2021.

GSEL 622 is now due to expire on 31 May 2024.
27. 19 May 2020 Memorandum entering suspension of licence on the public register.
28. 28 May 2020 Gazettal of suspension of licence.
29. 27 July 2021 Suspension of licence for the period from and including 18 July 2021 to 17 July 2022.

GSEL 622 is now due to expire on 31 May 2025.
30. 27 July 2021 Memorandum entering suspension of licence on the public register.
31. 5 August 2021 Gazettal of suspension of licence.

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Gas Storage Exploration Licences—
GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625*

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

GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from 18 July 2021 to 17 July 2022 inclusive.

GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 are now due to expire on 31 May 2025.

Dated: 27 July 2021

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

CORRIGENDUM

Application for Variation of Pipeline Licence—PL 1

In the *South Australian Government Gazette* No. 50 of 29 July 2021, the first notice published under the *Petroleum and Geothermal Energy Act 2000* on page 2940 was incorrect. The notice should be replaced with the following:

Pursuant to section 65(6) of the *Petroleum and Geothermal Energy Act 2000* (the Act) and Delegated powers dated 29 June 2018, notice is hereby given that Epic Energy South Australia Pty Limited has applied to vary pipeline licence PL 1.

The application will be determined on or after 27 August 2021.

Description of Application

Epic Energy South Australia Pty Limited has applied for a variation to pipeline licence PL 1 and is proposing to construct a lateral pipeline and new pressure reduction metering station from PL 1 in the Bolivar region.

*Description of Area**Bolivar Lateral*

278751.05mE	6149101.99mN
278758.82mE	6149113.25mN
278932.83mE	6148993.18mN
279125.80mE	6148998.87mN
279411.28mE	6148794.15mN
279492.28mE	6148340.41mN
279532.89mE	6148310.69mN

All coordinates in MGA2020 Zone 54

Dated: 30 July 2021

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

ROAD TRAFFIC ACT 1961

Authorisation to Operate Breath Analysing Instruments

I, Grant Stevens, Commissioner of Police, do hereby notify that on and from 23 July 2021, the following persons were authorised by the Commissioner of Police to operate breath analysing instruments as defined in and for the purposes of the:

- *Road Traffic Act 1961*;
- *Harbors and Navigation Act 1993*;
- *Security and Investigation Industry Act 1995*; and
- *Rail Safety National Law (South Australia) Act 2012*.

PD Number	Officer Name
10099	BATES, Lyndsey
77375	BOWES, Michael Allan
79951	DONOGHUE, Benjamin James
73447	GROUTCH, Jamie Thomas
76960	KNOTT, Brock Andrew

GRANT STEVENS
Commissioner of Police

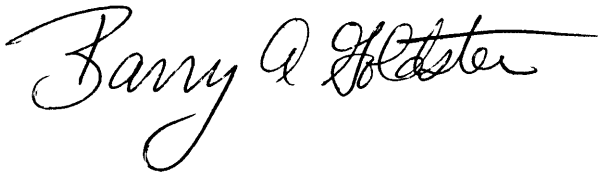
Reference: 2021-0096

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

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

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



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

Date: 27 July 2021

Ref: F2013/000156
F2013/000157
F2013/000158
F2013/000159

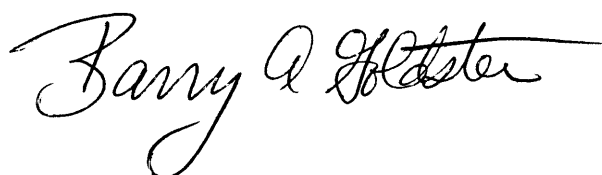
Petroleum and Geothermal Energy Act 2000
S.90

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

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department for Energy and Mining, in the State of South Australia, pursuant to the provisions of the *Petroleum and Geothermal Energy Act 2000* and all other enabling powers, for and on behalf of Dan van Holst Pellekaan, Minister for Energy and Mining (Minister), pursuant to delegated powers dated 29 June 2018 hereby suspend gas storage exploration licences (GSELS) 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from 18 July 2021 to 17 July 2022 inclusive.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 is now determined to be 31 May 2025.

Dated: 27 July 2021



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

Dated: 28 May 2020

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

NOTE 1: The effect of this notice is that:

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licences
PELs 117, 118, 119, 120, 121, 122, 123, 124, 160, 288, 289, 290 and 331

Gas Storage Exploration Licences
GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625

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

PELs 117, 118, 119, 120, 121, 122, 160, 288, 289, 290 and 331 for the period from 5 June 2020 to 4 June 2021 inclusive;
PEL 123 for the period from 21 July 2020 to 20 July 2021 inclusive;
PEL 124 for the period from 16 July 2020 to 15 July 2021 inclusive; and
GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from 18 July 2020 to 17 July 2021 inclusive.

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

Dated: 19 May 2020

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Suspension of Petroleum Exploration Licences PELs 143, 499 and 500
Gas Storage Exploration Licences GSELS 584, 585, 586 and 587

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

PEL 143 for the period from 16 February 2020 to 15 February 2021 inclusive.
GSELS 584, 585, 586 and 587 for the period from 15 February 2020 to 14 February 2021 inclusive.
PEL 499 for the period from 15 February 2020 to 14 February 2021 inclusive.
PEL 500 for the period from 1 April 2020 to 31 March 2021 inclusive.

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

Dated: 21 May 2020

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

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

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

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

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

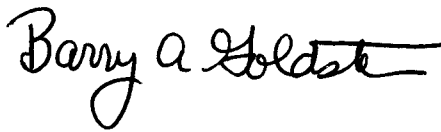
**Petroleum and Geothermal Energy Act 2000
S.115**

MEMORANDUM

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

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

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



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

Date: 19 May 2020

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

Petroleum and Geothermal Energy Act 2000
S.90

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

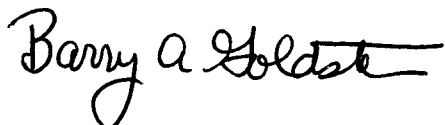
**GAS STORAGE EXPLORATION LICENCES
GSELS 612, 613, 614, 615, 616, 617,
618, 619, 620, 621, 622, 623, 624 and 625**

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

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

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

Dated: 19 May 2020

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

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Gas Storage Exploration Licences GSELS—
612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625*

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Licences have been suspended for the period from 18 July 2019 until 17 July 2020 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 is now determined to be 1 June 2023.

Dated: 24 July 2019

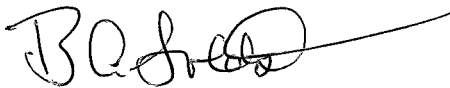
BARRY A. GOLDSTEIN
Executive Director
Energy Resources Division
Department for Energy and Mining
Delegate of the Minister for Energy and Mining

**Petroleum and Geothermal Energy Act 2000
S.115**

MEMORANDUM

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

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



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

Date: 24 July 2019

Ref: F2013/000156
F2013/000157
F2013/000158
F2013/000159

Petroleum and Geothermal Energy Act 2000
S.90

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

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

(a) suspend gas storage exploration licences GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from 18 July 2019 to 17 July 2020 inclusive.

1. No regulated activities are permitted to be carried out during this period of suspension.
2. The expiry date of GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 is now determined to be 1 June 2023.

Dated: 24 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

SURRENDER OF GEOTHERMAL RETENTION LICENCES

GRLs 4 and 8

Notice is hereby given that I have accepted the surrender of the abovementioned geothermal retention licences under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 29 June 2018 -

No. of Licence	Licensee	Locality	Effective Date of Surrender	Reference
GRL 4	ReNu Energy Limited Origin Energy Geothermal Pty Ltd	Cooper Basin	17/07/2018	27/2/424
GRL 8	ReNu Energy Limited Origin Energy Geothermal Pty Ltd	Cooper Basin	17/07/2018	27/2/428

Dated: 22 August 2018

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

SUSPENSION OF GAS STORAGE EXPLORATION LICENCE

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

Pursuant to section 90 of the *Petroleum and Geothermal Energy Act 2000*, notice is hereby given that the abovementioned Licences have been suspended for the period from 18 July 2018 until 17 July 2019 inclusive, pursuant to delegated powers dated 29 June 2018.

The expiry date of GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 is now determined to be 31 May 2022.

Dated: 23 August 2018

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

South Australia

Public Sector (Office of the South Australian Productivity Commission) Notice 2018

under section 9(1) of the *Public Sector Act 2009*

1—Short title

This notice may be cited as the *Public Sector (Office of the South Australian Productivity Commission) Notice 2018*.

2—Commencement

This notice will come into operation on 27 October 2018.

3—Transfer of employees

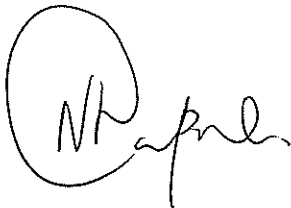
- (1) The employees of the business unit known as the Simpler Regulation Unit within the Department of Treasury and Finance are transferred to the Office of the South Australian Productivity Commission on the same basis of engagement as applied before the transfer.
- (2) Subsection (1) includes any employees of the business unit who are:
 - (a) currently working on a term basis in another public sector agency and who have a right of return to duties pursuant to regulation 6 of the Public Sector Regulations 2010, or
 - (b) absent from their substantive duties on any form of paid or unpaid leave and who have a right of return at the conclusion of such leave to return to their duties.

**Petroleum and Geothermal Energy Act 2000
S.115**

MEMORANDUM

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

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

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

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

Date: 23 August 2018

Ref: F2013/000156
F2013/000157
F2013/000158
F2013/000159

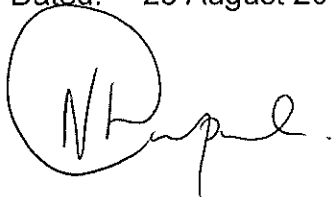
Petroleum and Geothermal Energy Act 2000
S.90

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

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

- (a) suspend gas storage exploration licences GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from 18 July 2018 to 17 July 2019 inclusive.
1. No regulated activities are permitted to be carried out during this period of suspension.
 2. The expiry date of GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 is now determined to be 31 May 2022.

Dated: 23 August 2018

A handwritten signature in black ink, appearing to read 'N Panagopoulos', is enclosed within a hand-drawn circle.

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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCE
PEL 331

GAS STORAGE EXPLORATION LICENCES
GSELS 622, 623 and 625

SA 2018-04

Notation of registrable dealing as evidenced by Deed of Assignment and Assumption – Dieri Native Title Deed dated 23 October 2017 between Tri-Star Energy Company and Stuart Petroleum Pty Ltd 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: 14 February 2018

Ref: F2013/000159
F2013/000196

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 288, 289, 290 and 331

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

SA 2018-02 Notation of registrable dealing as evidenced by Sale and Purchase Agreement dated 18 October 2017 between Tri-Star Energy Company and Stuart Petroleum Pty Ltd is hereby entered on the public register.

SA 2018-03 Notation of registrable dealing as evidenced by Transfer Instrument dated 23 October 2017 between Tri-Star Energy Company and Stuart Petroleum Pty Ltd is hereby entered on the public register.

Interests in the licences are:

Tri-Star Energy Company 100%

SA 2018-05 Notation of registrable dealing as evidenced by Deed of Assignment and Assumption – Wangkangurru Yarluyandi Native Title Deed dated 23 October 2017 between Tri-Star Energy Company and Stuart Petroleum Pty Ltd 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: 14 February 2018

Ref: F2013/000156 F2013/000193
 F2013/000157 F2013/000194
 F2013/000158 F2013/000195
 F2013/000159 F2013/000196

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—
PELs 288, 289, 290 and 331*

*Gas Storage Exploration Licences—GSELS 612, 613, 614, 615,
616, 617, 618, 619, 620, 621, 622, 623, 624 and 625*

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licences and Gas Storage Exploration Licences have been suspended for the period from and including 2 June 2015 until 1 June 2016 under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of Petroleum Exploration Licences PELs 288, 289, 290 and 331, and Gas Storage Exploration Licences GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 is now determined to be 31 May 2021.

Dated 3 June 2015.

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

**Petroleum and Geothermal Energy Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCES
PELs 288, 289, 290 and 331**

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

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



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

Date: 3 June 2015

Ref: F2013/000156 - F2013/000159
F2013/000193 - F2013/000196

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF

PETROLEUM EXPLORATION LICENCES
PELs 288, 289, 290 and 331

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

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

- (a) suspend petroleum exploration licences PELs 288, 289, 290 and 331 for the period from and including 2 June 2015 to 1 June 2016; and
 - (b) suspend gas storage exploration licences GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from and including 2 June 2015 to 1 June 2016.
1. No regulated activities are permitted to be carried out during the period of the suspension.
 2. The expiry date of PELs 288, 289, 290 and 331 and GSELS 612 – 625 is now determined to be 31 May 2021.

Dated: 3 June 2015



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

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES

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

PETROLEUM PRODUCTION LICENCES

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

PETROLEUM RETENTION LICENCES

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

GEOHERMAL EXPLORATION LICENCES

GELs 378, 382 and 386

GAS STORAGE EXPLORATION LICENCES

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

SPECIAL FACILITIES LICENCE

SFL 10

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



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

Date: 15 December 2014

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES

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

PETROLEUM PRODUCTION LICENCES

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

PETROLEUM RETENTION LICENCES

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

GEOHERMAL EXPLORATION LICENCES

GELs 378, 382 and 386

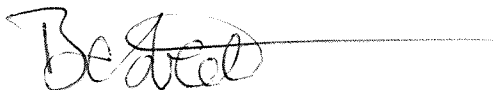
GAS STORAGE EXPLORATION LICENCES

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

SPECIAL FACILITIES LICENCE

SFL 10

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



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

Date: 27 October 2014

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—
PELS 288, 289, 290 and 331*

*Gas storage Exploration Licences—
GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621,
622, 623, 624 and 625*

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licences and Gas Storage Exploration Licences have been suspended for the period from and including 2 June 2014 until 1 June 2015 under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of Petroleum Exploration Licences PELs 288, 289, 290 and 331, and Gas Storage Exploration Licences GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 is now determined to be 30 May 2020.

Dated 4 June 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
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 288, 289, 290 and 331

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

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



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: 4 June 2014

Ref: F2013/000156 - F2013/000159
F2013/000193 - F2013/000196

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF

PETROLEUM EXPLORATION LICENCES
PELs 288, 289, 290 and 331

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

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department for 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 licences PELs 288, 289, 290 and 331 for the period from and including 2 June 2014 to 1 June 2015.
 - (b) suspend gas storage exploration licences GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from and including 2 June 2014 to 1 June 2015.
1. No regulated activities are permitted to be carried out during the period of the suspension.
 2. The expiry date of PELs 288, 289, 290 and 331 and GSELS 612 – 625 is now determined to be 30 May 2020.

Dated: 4 June 2014



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

**Petroleum and Geothermal Energy Act 2000
S.115**

MEMORANDUM

PETROLEUM EXPLORATION LICENCES

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

PETROLEUM PRODUCTION LICENCES

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

PETROLEUM RETENTION LICENCES

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

GEOHERMAL EXPLORATION LICENCES

GELs 378, 382 and 386

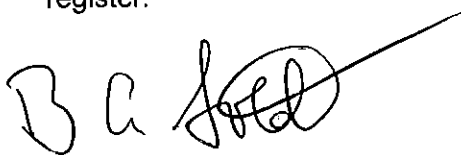
GAS STORAGE EXPLORATION LICENCES

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

SPECIAL FACILITIES LICENCE

SFL 10

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



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

Date: 28 May 2014

Files:	27/2/165	27/2/166	F2013/2371	27/2/171	27/2/180
	27/2/184	27/2/196	27/2/197	27/2/314	F2013/193
	F2013/194	F2013/195	F2013/196	27/2/529	F2010/25
	F2014/179	F2014/241	27/2/535	27/2/534	F2013/2328
	F2013/2329	F2013/2330	F2013/2331	F2013/2362	28/1/359
	28/1/379	28/1/380	28/1/381	28/1/386	28/1/398
	28/1/405	28/1/410	28/1/411	28/1/423	F2012/371
	F2012/382	F2012/585	F2013/176	F2014/122	27/2/524
	F2013/156	F2013/157	F2013/158	F2013/159	F2013/2356

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Suspension of Petroleum Exploration Licences—
PELs 288, 289, 290 and 331*

*Gas Storage Exploration Licences—
GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622,
623, 624 and 625*

PURSUANT to Section 90 of the Petroleum and Geothermal Energy Act 2000, notice is hereby given that the abovementioned Petroleum Exploration Licences and Gas Storage Exploration Licences have been suspended for the period from and including 2 June 2013 until 1 June 2014 under the provisions of the Petroleum and Geothermal Energy Act 2000, pursuant to delegated powers dated 21 March 2012.

The expiry date of Petroleum Exploration Licences PELs 288, 289, 290 and 331, and Gas Storage Exploration Licences GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 is now determined to be 31 May 2019.

Dated 3 June 2013.

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

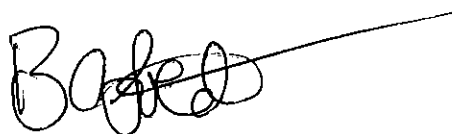
**Petroleum and Geothermal Energy Act 2000
S.115**

MEMORANDUM

**PETROLEUM EXPLORATION LICENCES
PELs 288, 289, 290 and 331**

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

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



**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: 3 June 2013

Ref: F2013/000156 - F2013/000159
F2013/000193 - F2013/000196

Petroleum and Geothermal Energy Act 2000
S.90

SUSPENSION OF

PETROLEUM EXPLORATION LICENCES
PELs 288, 289, 290 and 331

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

I, BARRY ALAN GOLDSTEIN, Executive Director Energy Resources Division, Department for 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 licences PELs 288, 289, 290 and 331 for the period from and including 2 June 2013 to 1 June 2014.
 - (b) suspend gas storage exploration licences GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625 for the period from and including 2 June 2013 to 1 June 2014.
1. No regulated activities are permitted to be carried out during the period of the suspension.
 2. The expiry date of PELs 288, 289, 290 and 331 and GSELS 612 – 625 is now determined to be 31 May 2019.

Dated: 3 June 2013



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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

*Grant of Petroleum Exploration Licences—PELs 288, 289, 290 and 331 and**Gas Storage Exploration Licences—**GSELS 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624 and 625*

NOTICE is hereby given that the undermentioned Petroleum Exploration Licences and Gas Storage Exploration Licences have been granted under the provisions of the Petroleum and Geothermal Energy Act 2000.

No. of Licence	Licensee	Locality	Expiry
PEL 288			
PEL 289			
PEL 290			
PEL 331			
GSEL 612			
GSEL 613			
GSEL 614			
GSEL 615			
GSEL 616	Stuart Petroleum Pty Ltd	Simpson Desert	31 May 2018
GSEL 617			
GSEL 618			
GSEL 619			
GSEL 620			
GSEL 621			
GSEL 622			
GSEL 623			
GSEL 624			
GSEL 625			

Licence areas can be viewed at <https://sarig.pir.sa.gov.au/Map>.

Dated 24 May 2013.

TOM KOUTSANTONIS, Minister for Mineral Resources and Energy

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM EXPLORATION LICENCES
PELs 288, 289, 290 and 331

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

1. These Licences granted with effect from 1 June 2013 are hereby entered on the public register.
2. Interests in the licences are:-

Stuart Petroleum Pty Ltd	100%
--------------------------	------


Hon Tom Koutsantonis MP
Minister for Mineral Resources and Energy

Date: ^u24 May 2013

File: F2013/156
F2013/157
F2013/158
F2013/159
F2013/193
F2013/194
F2013/195
F2013/196

Petroleum and Geothermal Energy Act 2000

GAS STORAGE EXPLORATION LICENCE

GSEL 622

I, Tom Koutsantonis, Minister for Mineral 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, HEREBY GRANT to:

Stuart Petroleum Pty Ltd
ACN 059 146 226

(hereinafter referred to as the Licensee) an Exploration Licence in relation to 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 commencing on 1 June 2013 and to expire on 31 May 2018 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. Year one exploratory operations are guaranteed, and any subsequent licence year work program becomes guaranteed upon entry into any such licence year. These exploratory operations shall include but not necessarily be limited to:-

Year of Term of Licence	Minimum Work Requirements (The minimum work requirements to be conducted anywhere within the boundaries of GSELS 622, 623, 624 and 625).
One	<ul style="list-style-type: none">• Geological and geophysical studies.
Two	<ul style="list-style-type: none">• Geological and geophysical studies.
Three	<ul style="list-style-type: none">• Geological and geophysical studies.
Four	<ul style="list-style-type: none">• Geological and geophysical studies.
Five	<ul style="list-style-type: none">• Geological and geophysical studies.

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 their obligations under Clause 8 of the Deed dated 15 September 2011 between the Licensee, the Minister, and the Dieri Native Title claimant party, 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 their obligations under Clause 8 of the Deed dated 3 March 2011 between the Licensee, the Minister, and the Wangkangurru/Yarluyandi Native Title claimant party, entered into for the purposes of Section 31 of the *Native Title Act 1993*.

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: 24th May2013


.....
Hon Tom Koutsantonis MP
Minister for Mineral Resources and Energy

Signed by the said LICENSEE

Date:.....3 MAY 2013.....

.....
.....
Authorised Representative

IAN DAVIES.....
Name

MANAGING DIRECTOR.....
Position

.....SMART PETROLEUM PTY LTD
Company

GAS STORAGE EXPLORATION LICENCE

GSEL 622

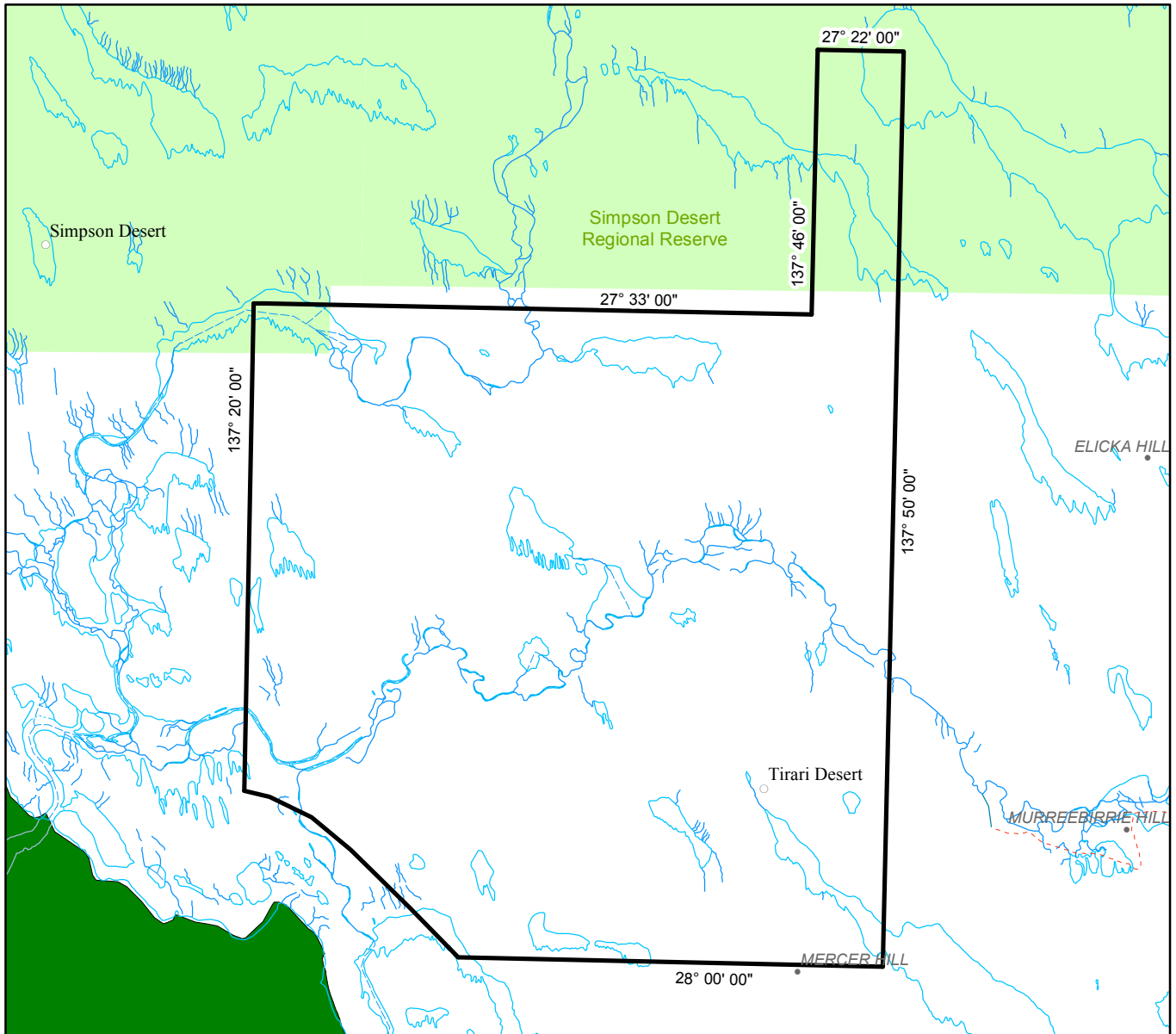
THE SCHEDULE

Description of Area

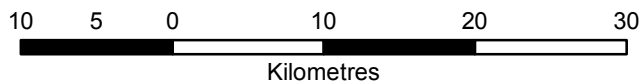
All that part of the State of South Australia, bounded as follows:-

Commencing at a point being the intersection of latitude 27°22'00"S GDA94 and longitude 137°46'00"E GDA94, thence east to longitude 137°50'00"E GDA94, south to latitude 28°00'00"S GDA94, west to a western boundary of National Native Title Tribunal Claimant Application File Number SC 97/4 (SAD6017/58 – registered 25/11/2003), thence generally north-westerly along the boundary of the said Claimant Application to longitude 137°20'00"E GDA94, north to latitude 27°33'00"S GDA94, east to longitude 137°46'00"E GDA94, and north to the point of commencement.

AREA: **2470** square kilometres approximately.



SCALE 1:500 000



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

THE PLAN HEREINBEFORE REFERRED TO

GAS STORAGE EXPLORATION LICENCE NO: 622

DEED

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

THE HONOURABLE TOM KOUTSANTONIS,

MINISTER FOR MINERAL RESOURCES DEVELOPMENT

DEED PURSUANT TO SECTION 31

of the

NATIVE TITLE ACT 1993

DEED

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

Date	Dated the <i>3rd</i> day of <i>March</i> 2011
Parties	<p>HONOURABLE TOM KOUTSANTONIS MINISTER FOR MINERAL RESOURCES DEVELOPMENT of Level 8, Terrace Towers 178 North Terrace Adelaide South Australia 5000 for and on behalf of the State of South Australia, (the "State")</p> <p>Stuart Petroleum Limited (ABN 58059146226) of Level 7, 22 King William Street Adelaide South Australia 5000 ("Company")</p> <p>Linda Crombie (deceased), Raelene Hudson (deceased), Brenda Shields, Sharon Lucas, Hayden Bromley, Arthur Ah Chee, for and behalf of the Wangkangurru/Yarluyandi Native Title Claim "the Native Title Party")</p>
Recitals	<p>WHEREAS:</p> <p>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/s 288, 289,290 and 331 ("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;</p> <p>B. If grant of the Licence/s affects native title it will be a future act as defined in the Native Title Act;</p> <p>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 17 November 2010 advising of the State's intention to grant Licence/s in respect of the PELAS pursuant to the Petroleum Act.</p> <p>D. The Wangkangurru/Yarluyandi Native Title Claim Group have lodged Native Title Determination Application (SC97/3) on behalf of the Wangkangurru/Yarluyandi Native Title Claim Group which application has been filed in the Federal Court as SAD6016/98;</p> <p>E. The area of the Native Title Application relates to or affects [all or some portion of the PELAS] as more particularly identified on the map attached as Schedule 1;</p>

DEED

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

- F. The parties have negotiated in good faith under Right to Negotiate Provisions in relation to the State's intention to grant the Licence/s;
- G. The issuing of the Licence/s is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act;
- H. 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 Party, 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;
- I. Following negotiations in good faith between the parties, the Native Title Party has agreed to the grant of the Licence/s to the Company on the terms set out in this Deed; and

NOW IT IS AGREED as follows.

1. Interpretation

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

- (a) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) The singular includes the plural and vice versa and reference to a gender includes each other gender;
- (c) A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (d) A reference to a recital, clause, schedule or annexure is to a recital, clause schedule or annexure of or to this Deed;
- (e) Recitals and Schedules from part of this Deed;
- (f) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- (g) A reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (h) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) "business day" means a day on which banks are ordinarily open for business in South Australia;
- (j) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally unless otherwise stated herein;

DEED

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

- (k) A reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them; and
- (m) The meaning of general words followed by specific words will not be limited by reference to the specific words.
- (n) If any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:
 - (1) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable therefrom, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained herein;
 - (2) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component (and in particular to ensure the validity of an agreement of the kind contemplated by section 31(1)(b) of the Native Title Act for the purpose of the valid grant of a Licence); and
 - (3) **PROVIDED** that in the event the offending provisions are the inclusion of the Association as a party to this Deed and the consequential provisions of that inclusion then the agreements, representations and warranties therein contained shall be attributed to, and be taken to have always been attributed to, the Native Title Party; and
- (o) any term or expression used herein which is defined in either the Petroleum Act or the Native Title Act has the same meaning as in that legislation.

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

2. Definitions

DEED

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

2.1 In this Deed and in the Recitals:

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

“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 to be established by the Native Title Claim Group as soon as practicable after the Commencement Day to assist the Native Title Claim Group in the implementation of this Deed and, prior to its establishment, Camatta Lempens Pty Ltd, or such other nominated agent as may be notified in writing to the Company and the State by the Native Title Party;

“Body Corporate” means an Aboriginal Corporation incorporated pursuant to the Aboriginal Councils and Associations Act 1976 (Cth) and which comprises the Native Title Claim Group;

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

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

“Company” means the party to this Agreement so described, being the applicant for or assignee of the Licence/s;

“Essential Term” means those terms in clauses 7.1, 8.1, 8.2, 8.3, 18.3, of this Deed and in clauses 7, 8.7, 8.8, 9.5, 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;

“Licence Area” means that part of the land and any waters comprising part of the Claimed Area 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

DEED

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

pursuant to the Petroleum Act;

“**Native Title Act**” means the *Native Title Act 1993* (Commonwealth);

“**Native Title Application**” means the Application for Determination of Native Title filed in the Federal Court of Australia by the Dieri Native Title Claimants and described in Schedule 2;

“**Native Title Claim**” means those persons described in Part 1 Schedule A of the Native Title Application (Schedule 2) and has the same meaning as in the Native Title Act;

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

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

“**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 Party 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 petroleum exploration Licence/s proposed to be issued to the Company pursuant to the Petroleum Act as renewed, extended, substituted or varied from time to time;

“**Petroleum Act**” means the *Petroleum and Geothermal Energy Act 2000* (South Australia);

“**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;

“**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;

“**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

DEED

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

- (c) PRL;
- (d) Easement for pipeline purposes
- (e) Preliminary Survey Licence
- (f) Speculative Survey Licence; or
- (g) Any other authority able to be lawfully granted to a Company where that 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 geo-sequestration 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 in relation to the PELs proposed to be granted in relation to Petroleum Exploration Licence Applications 288 and 289.
- 3.2 This Deed commences ten business days after the giving of notice by the Company, which may be given in the manner described in clause 15 at any time up to and including the second anniversary of the Commencement Day in regard to the PELs proposed to be granted in relation to Petroleum Exploration Licence Applications 290 and 331.
- 3.3 Subject to any provision of this Deed to the contrary, this Deed will terminate on the completion of the Project.
- 3.4 This Deed shall not terminate in the event of a breach, but the parties may avail themselves of all other remedies available at law.

4. AUTHORITY TO ENTER INTO DEED

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

DEED

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

- constitution and by law to enter into this Deed; and
- (b) this Deed is valid and binding and enforceable in accordance with its terms against it.

5. THE LICENCE/S

5.1 The Native Title Party;

- (a) agrees to the grant of Licences 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) covenants not to lodge or make any objection to any grant of Licences 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 issue of a Licence and any work done pursuant to a Licence affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to the Licence;
- (c) Subdivision P of Division 3 of Part 2 of the Native Title Act does not apply to the grant of any Licence authorised by this Deed;
- (d) the Deed is evidence of an agreement obtained for the purpose of section 31(1)(b) of the Native Title Act.

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

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

6. NATIVE TITLE ACT

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

7. ADMINISTRATION PAYMENT

- 7.1 For better facilitating the administration of this Deed, the Company will pay to 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 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.
- 7.5 The Maximum Administration Fee per PEL will be one hundred and fifty thousand dollars (\$150,000).
- 7.6 The payments referred to in Clause 7.2 and 7.3 shall be adjusted annually in accordance with any increase in the CPI (all groups) for Adelaide occurring

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- 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 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.
- 7.10 Should the proportion which the Claimed 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).
- 7.11 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 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 Party in further consideration for the Native Title Party entering into this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and
 - (b) the payments the subject of this clause 8.1 shall be effected by the Company paying those amounts to the State and the State shall accept those payments for the purposes set out in the following paragraphs of this clause 8.
- 8.2 The Native Title Party hereby requests and directs the State to pay to the Association the Native Title Party's share of the monies received by the State from the Company in accordance with clause 8.1 and the State agrees so to do.
- 8.3 Each payment by the State shall be made:
- (a) for and on behalf of the Company;
 - (b) within a reasonable time of receipt of the relevant monies in cleared funds; and
 - (c) in full satisfaction and discharge of each respective obligation of the Company arising under clause 8.1.
- 8.4 Each amount payable by the Company under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to clause 8.5 of this clause 8.

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

- 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 Party pursuant to clause 8.
- 8.7 Nothing in this clause 8 is intended adversely to affect the integrity of the Native Title Applications.
- 8.8 Nothing in this clause is intended to impose on the State a duty to invest any monies collected by the State for distribution to the Association.
- 8.9 The Native Title Party agrees that the compensation entitlement comprising the monies payable by the Company pursuant to clause 8 and Clause 19 are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Party may now or in the future have, or but for this Deed might have had, against the Company and/or the State and/or their respective employees, officers, agents or contractors in connection with any actual and/or potential extinguishment of, and/or effect or impact on, any native title or claimed native title of the Native Title Party in consequence of or arising out of or in relation to the Licence/s and the exercise of rights or the discharge of obligations by the Company under the Licence/s ("**Compensation Entitlements**").
- 8.10 The Native Title Party 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.
- 8.11 The Native Title Party 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.
- 8.12 The provisions of clause 8.10 and 8.11 do not apply in relation to any compensation claim arising by reason of a breach of this Deed.

9. ABORIGINAL HERITAGE PROTECTION

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

- (a) certain terms and conditions with which the Company has agreed to

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

- abide by in the course of carrying out the Project on the Licence Area;
and
(b) the methodology for the preservation and protection of Areas of Significance.

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

10. STATE NOT LIABLE FOR SCHEDULE 4 PROVISIONS

The Company, the Native Title Party 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 Party under Schedule 4.

11. DEED NOT CONDITION OF GRANT

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

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

13. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

14. ASSIGNMENT

- 14.1 Subject to Clause 14.2, the Company may at its absolute discretion assign, transfer or novate the whole or part of its interests in this Deed.
- 14.2 If the Company assigns, transfers the whole or part of an interest in a Licence, the Company will procure that the party thereby acquiring that interest in the Licence enters into a deed of assumption whereby the incoming party covenants to assume the obligations of the Company with regard to the other parties, and to be bound by the terms and conditions of this Deed as if it were a party to this Deed to the extent of the interest so acquired by the incoming party.
- 14.3 In the event that a Body corporate is incorporated in substitution for the Association ("***New Body Corporate***"), the Native Title Party shall procure that the New Body Corporate immediately upon its incorporation, execute a Deed

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Poll, in a form reasonably acceptable to the Company and the State, covenanting 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.

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

15. NOTICES

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

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

Company's address: Stuart Petroleum Limited (ABN
58059146226) Level 7, 22 King William
Street Adelaide 5000. Facsimile: (08) 8410
0250

Wangkangurru/Yarluyandi
Native Title Claimants
address c/- Camatta Lempens Pty Ltd Solicitors,
345 King William Street Adelaide SA 5000
Facsimile: (08) 8410 0566

Association's address C/- Camatta Lempens Pty Ltd 345 King
William Street Adelaide 5000.

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

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

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

- 15.4 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 are deemed delivered on the day of transmission subject to confirmation of complete transmission.

16. GOVERNING LAW

This Deed is governed by the laws of and applying in the State 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.

17. COUNTERPARTS

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

18. SIGNING FEE AND GENERAL

- 18.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- 18.2 The Company will pay the Native Title Party's 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 which will be borne and paid by the State.
- 18.3 Subject to clause 18.4, in consideration of the Native Title Party entering into this Deed and as a special non-recurrent payment, the Company agrees to pay the sum of seventy five thousand dollars (\$75,000) for each PEL within 7 Business days after the Commencement Day.
- 18.4 Where a Licence Area is not entirely located within the Claimed Area the amount payable under clause 18.3 shall be calculated rateably in like proportion as the Claimed Area within the boundary of the Licence Area bears to the Licence Area.
- 18.5 Where the payment to be made by the Company under Clauses 7 or 18.3 of this Deed ("**Payment**") constitutes consideration for a taxable supply by a Native Title Party:
- (a) the amount of the Payment shall be increased by, and the Company shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10% ; and
 - (b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates

PROVIDED THAT the additional amount need not be paid unless and until the Native

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Title Party has given the Company a tax invoice sufficient to enable the Company to claim any input tax credit to which it may be entitled in respect of the taxable supply.

- 18.6 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.
- 18.7 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 18.6. 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.
- 18.8 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.
- 18.9 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.
- 18.10 In this clause 18:
- (a) the expression "*Prevailing GST Rate*" in relation to a particular taxable supply means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and
 - (b) a word which is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* has the same meaning in this clause.
- 18.11 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.
- 18.12 This Deed shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 18.13 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 their authority.

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

EXECUTED by the parties as a Deed.

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



[Handwritten signature]

)
)
)
)
)
)

) The Honourable Tom Koutsantonis,
) Minister for Mineral
) Resources Development

Witness

Name: *PETER HALL*
Address: *80/1 GRENFELL ST*
ADELAIDE 5000
Occupation: *SOLICITOR*

The COMMON SEAL of Stuart
Petroleum Limited was affixed in
accordance with its constitution in the
presence of:

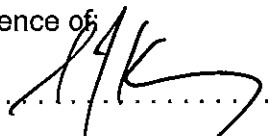
.....
Director

.....
Director/Secretary

DEED

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

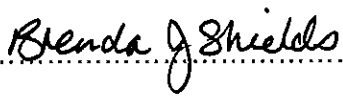
SIGNED by **Brenda Shields** in the presence of:

.....


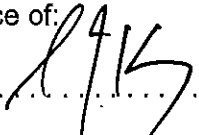
Witness

.....
STEPHEN KENNEY

Witness Full Name

.....


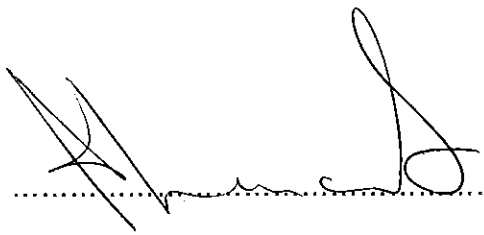
SIGNED by **Sharon Lucas** in the presence of:

.....


Witness

.....
S. Kenney


Witness Full Name

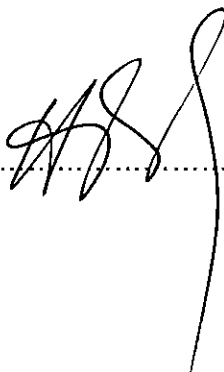
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DEED

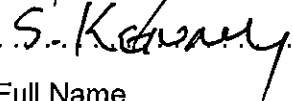
(PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993)

SIGNED by **Hayden Bromley** in the presence of:

..... 

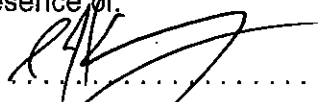
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Witness

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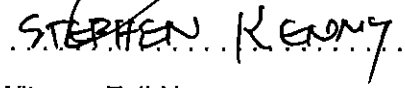
Witness Full Name

SIGNED by **Arthur Ah Chee** in the presence of:

..... 

..... 

Witness

..... 

Witness Full Name

DEED

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

.....)
Witness)

**The Honourable Paul Holloway,
Minister for Mineral Resources
Development**

Name:)

Address:)

.....)

Occupation:)

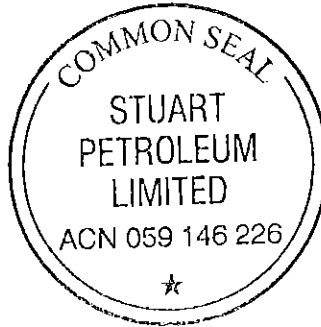
The **COMMON SEAL** of Stuart
Petroleum Limited was affixed in
accordance with its constitution in the
presence of:

[Signature]
.....)

Director

[Signature]
.....)

Director/Secretary

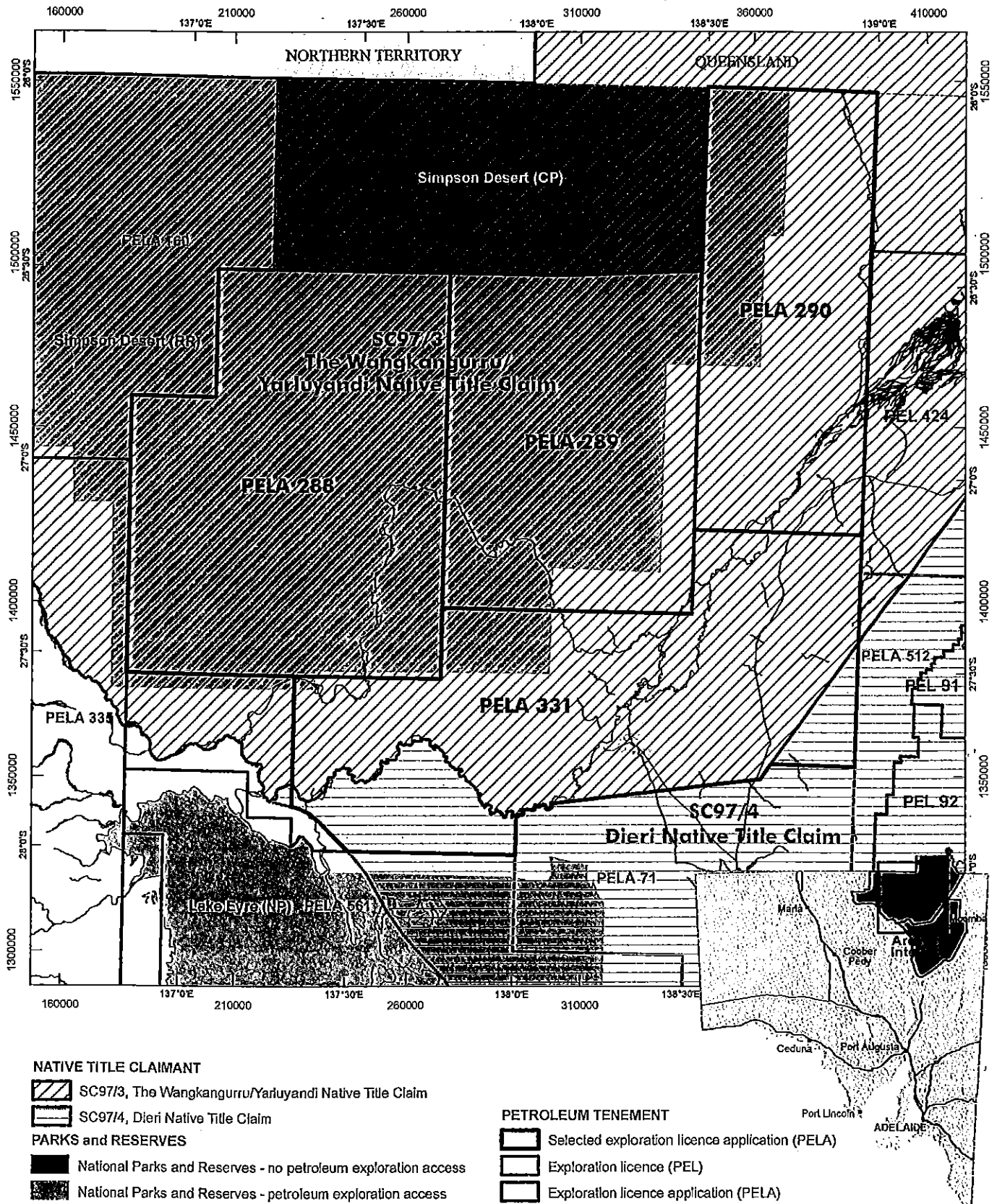


SCHEDULE 1: THE LICENCE APPLICATIONS AND MAP OF LICENCE AREA

SCHEDULE 1: THE LICENCE APPLICATIONS AND MAP OF LICENCE AREA



South Australia NATIVE TITLE CLAIMANTS over PETROLEUM EXPLORATION LICENCE APPLICATIONS 288-90 & 331



NATIVE TITLE CLAIMANT

SC97/3, The Wangkangurru/Yarluyandi Native Title Claim

SC97/4, Dieri Native Title Claim

PARKS and RESERVES

National Parks and Reserves - no petroleum exploration access

National Parks and Reserves - petroleum exploration access

PETROLEUM TENEMENT

Selected exploration licence application (PELA)

Exploration licence (PEL)

Exploration licence application (PELA)

Production details

Produced by: MER Publishing Services

Plan number: 203865_009

Date produced: November 2010

Data source: databases maintained by PIRSA Spatial Information Services

0 20 40 60 Kilometres

Datum GDA 94 - Projection Equidistant Conic

Disclaimer

There is no warranty that this map is free from errors or omissions.
Issued under the authority of the Hon Paul Holloway

© Primary Industries and Resources SA 2010

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Keari Mui 17/11/10



PROPOSAL TO GRANT EXPLORATION LICENCES

(Section 29)

NATIVE TITLE ACT 1993 (COMMONWEALTH)

The State of South Australia HEREBY GIVES NOTICE that the Minister for Mineral Resources Development, *C/- Petroleum and Geothermal Group, Minerals and Energy Resources, Department of Primary Industries and Resources SA, 6th Level, 101 Grenfell Street, Adelaide SA 5000*, has received the following Exploration Licence applications (PELAs) under the *Petroleum and Geothermal Energy Act 2000*:

- 1. Number: PELA 288
- Area: 9,867km² approximately
- Applicant: Stuart Petroleum Limited

Description of area: All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 26°30'00"S GDA94 and longitude 137°05'00"E GDA94, thence east to longitude 137°15'00"E GDA94, north to the westerly extension of the southern boundary of the Simpson Desert Conservation Park, thence generally easterly along the boundary of the said Park to longitude 137°46'00"E GDA94, south to latitude 27°33'00"S GDA94, west to longitude 136°50'00"E GDA94, north to latitude 26°50'00"S GDA94, east to longitude 137°05'00"E GDA94, and north to point of commencement.

Locality: Refer Plan Attached

- 2. Number: PELA 289
- Area: 7,061km² approximately
- Applicant: Stuart Petroleum Limited

Description of area: All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 27°22'00"S GDA94 and longitude 138°30'00"E GDA94, thence west to longitude 137°46'00"E GDA94, north to the southern boundary of the Simpson Desert Conservation Park, thence easterly along the boundary of the said Park to longitude 138°30'00"E GDA94, and south to the point of commencement.

Locality: Refer Plan Attached

- 3. Number: PELA 290
- Area: 6,376km² approximately
- Applicant: Stuart Petroleum Limited

Description of area: All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 27°09'00"S GDA94 and longitude 139°00'00"E AGD66, thence west to longitude 138°30'00"E GDA94, north to the southern boundary of the Simpson Desert Conservation Park, thence easterly and northerly along the boundary of the said Park to the northern border of the State of South Australia, thence easterly along the border of the said State to longitude 139°00'00"E AGD66, and south to the point of commencement.

Locality: Refer Plan Attached

- 4. Number: PELA 331
- Area: 9,690km² approximately
- Applicant: Stuart Petroleum Limited

Description of area: All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 27°09'00"S GDA94 and longitude 138°30'00"E GDA94, thence east to longitude 139°00'00"E AGD66, south to latitude 27°45'00"S AGD66, west to the southern boundary of National Native Title Tribunal Claimant Application File Number SC 97/3 (SAD6016/98 - registered 21/08/1997), thence generally south-westerly and southerly along the boundary of the said Claimant Application to longitude 138°00'00"E AGD66, south to latitude 28°00'00"S GDA94, west to the eastern boundary of National Native Title Tribunal Claimant Application File Number SC 98/2 (SAD6025/98 - registered 16/01/1998), thence generally north-westerly along the boundary of the said Claimant Application to longitude 137°20'00"E GDA94, north to latitude 27°33'00"S GDA94, east to longitude 137°46'00"E GDA94, north to latitude 27°22'00"S GDA94, east to longitude 138°30'00"E GDA94, and north to point of commencement.

Locality: Refer Plan Attached

Nature of the acts: Grant of an Exploration Licence pursuant to the *Petroleum and Geothermal Energy Act 2000* which authorises the applicant to explore for petroleum for a term of five (5) years from notification of grant and a right of renewal for a further two (2) five (5) year terms. The *Petroleum and Geothermal Energy Act 2000* also provides a holder of an Exploration Licence with a right (subject to the *Petroleum and Geothermal Energy Act 2000*), to apply for a Production Licence where a discovery that warrants production is made. Production Licence rights include the right to undertake regulated activities under the *Petroleum and Geothermal Energy Act 2000* to enable the petroleum to be produced, processed, transported and marketed. The acts may also include the grant of appropriate Production, Retention or Associated Activities Licences emanating from the issued Exploration Licence pursuant to the *Petroleum and Geothermal Energy Act 2000* or any substituting legislation as well as any Speculative Survey Licences outside of but abutting the licensed area necessary for the recovery of petroleum within the licensed area.

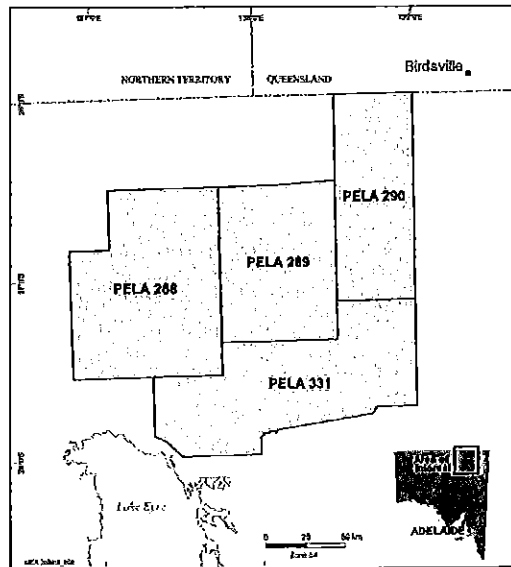
Notification day: 24 November 2010

Native title parties: Under Section 30 of the *Native Title Act 1993*, persons have until three (3) months after the notification day to take certain steps to become native title parties in relation to the area covered by the Exploration Licence application.

The three (3) month period closes on 24 February 2011. Any person who is, or becomes a native title party, is entitled to the negotiation and/or procedural rights provided in Part 2 Division 3 Subdivision P of the *Native Title Act 1993*. Enquiries regarding becoming a native title party should be directed to the National Native Title Tribunal, Level 10, 91 Grenfell Street, Adelaide, SA 5000, telephone: (08) 8306 1230. Any negotiations conducted in respect to the Exploration Licences will include matters relating to the conduct of any future production and associated infrastructure and facilities and the issue of the necessary licences or authorisations to undertake these activities (including associated exploration activities) under the *Petroleum and Geothermal Energy Act 2000*.

The Exploration Licences will be granted if, by the end of the period of four (4) months after the notification day (i.e. 24 March 2011) there is no native title party in relation to the area of the Exploration Licences.

For further information about the acts (including spatial data or plans of the PELA areas), contact the Manager Licensing and Royalties, Petroleum and Geothermal Group, Minerals and Energy Resources, Department of Primary Industries and Resources SA, 6th Level, 101 Grenfell Street, Adelaide SA 5000, or telephone (08) 8463 3203.



SCHEDULE 2: THE WANGKANGURRU/YARLUYANDI NATIVE TITLE APPLICATION

SCHEDULE 2: THE WANGKANGURRU/YARLUYANDI NATIVE TITLE APPLICATION



NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SAD6016/98 NNTT number: SC97/3
Application name	The Wangkangurru/Yarluyandi Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	21/08/1997
Current stage(s)	Notification Complete, In Mediation, Part Determination
Registration information	<p><i>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.</i></p> <p>Date claim entered on Register of Native Title Claims: 22/08/1997</p> <p>Registration test status: Accepted for registration</p> <p>Registration history: Registered from 22/08/1997.</p> <p>Date Claim/Part of Claim Determined: 11/09/2008</p>
Applicants	Arthur Ah Chee, Brenda Shields, Haydyn Bromley, Name Withheld for Cultural Reasons, Sharon Lucas, Linda Crombie
Address for service	Stephen Kenny Camatta 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	<p>The Wangkangurru/Yarluyandi 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:</p> <ol style="list-style-type: none"> 1. People who are related by means of the principle of descent to the following Wangkangurru-Yarluyandi apical ancestors: <ol style="list-style-type: none"> 1.1 Wiljali; 1.2 The parents of two brothers, Ililji-Danggana and Ililjili-Birbana; 1.3 The parents of the sibling pair Nguramarui (male) and Pungatjuntu (female); 1.4 Judy Dandribilina 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 Yungili) married the two sisters Maggie and Bugagaguna (as per 1.5 above) respectively. (I.e. Unnamed son married Maggie and Yungili married Bugagaguna); 2. The descendants of the apical ancestors at 1.5 and 1.6 above, specifically excludes the following descendants of Yungili and his wife Bugagaguna: <ol style="list-style-type: none"> 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;

	<p>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. Dingaman, Bob Parker and to Peter Russell), and their descendants.</p> <p>3. Wangkangurru/Yarluyandi principles of incorporation into the group according to traditional law and custom also include:</p> <p>3.1 Being of Aboriginal descent;</p> <p>3.2 Having a connection with the claim area in accordance with the traditional law and customs of the Wangkangurru/Yarluyandi native title claim group following a principle of descent from their ancestors.</p> <p>, 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 Wangkangurru or Yarluyandi person:</p> <p>4.1 The Wangkangurru/Yarluyandi Native Title Management Committee have the authority acknowledged by the Wangkangurru/Yarluyandi native title claim group, according to traditional laws and customs, to determine whether a person of Aboriginal descent has a connection to Wangkangurru/Yarluyandi lands and waters.</p> <p>4.2 The Wangkangurru/Yarluyandi native title claim group assert that the Wangkangurru/Yarluyandi principle of authority, based on traditional laws and customs, incorporates the potential transfer of the authority to appropriate persons in future generations.</p> <p>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 Wangkangurru/Yarluyandi 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.</p>
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<p>Native title rights and interests claimed</p>	<p>The native title rights and interests claimed are also subject to the effect of:</p> <ul style="list-style-type: none"> . 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 231 of the Native Title Act: <p>to the extent these are valid and applicable.</p> <p>THE APPLICANTS ARE NOT ASSERTING EXCLUSIVE RIGHTS AND INTERESTS OVER THE CLAIMED AREA,</p> <p>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.</p> <ol style="list-style-type: none"> 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;
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<p>Area</p>	<p>Jurisdiction: Queensland, South Australia</p>
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Location: From The Warburton (above Lake Eyre) in the south to east of Birdsville (QLD) in the east, to the NT border above Mudloo 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 Teetarobie at Longitude 140.001231° East, being also the north western corner of native title determination application SAD6024/98 Yandruwandha/Yawarrawarka Native Title Claim (SC98/1), then generally southwesterly along boundaries of that application passing through the following coordinate points.

Longitude (East)	Latitude (South)
139.900728	26.147648
139.800759	26.315911
139.569764	26.693364
139.367244	26.953967

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 27.864510° 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 137.266564° 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 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 Eringa 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 Wangkanguru Yarluyandi 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 24.898504° 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

Longitude (East)	Latitude (South)
139.424000	25.194840
139.426385	25.196843
139.427542	25.199510
139.430352	25.200921
139.431864	25.203727
139.431898	25.205759
139.434121	25.208870
139.433543	25.212141
139.433615	25.215826
139.433165	25.218394
139.433956	25.224037

139.440537	25.254361
139.445159	25.265651
139.449051	25.267405
139.453068	25.269174
139.453765	25.272024
139.454816	25.274582
139.459344	25.277353
139.469006	25.288057
139.470398	25.288721
139.481918	25.303900
139.483232	25.306346
139.483852	25.308850
139.483546	25.310681
139.484215	25.313187
139.478291	25.327048
139.477201	25.330721
139.475930	25.337127
139.474432	25.344858
139.473543	25.349237
139.472862	25.351207
Longitude (East)	Latitude (South)
139.470521	25.355913
139.469004	25.359374
139.466935	25.365040
139.464295	25.371080
139.462600	25.375477
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	25.402937
139.454237	25.404723
139.453497	25.408995
139.452778	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 Eyre Developmental Road at Latitude 25.453526° South, then south easterly to a point located near Woolmarlie Tank at Longitude 139.548430° East, Latitude 25.506101° South; then southerly to a point located near Annuary Waterhole at Longitude 139.499580° East, Latitude 25.688832° South; then generally south easterly passing through the following coordinate points through Louies Hill and Grahams Bluff;

Longitude (East)	Latitude (South)
139.530186	25.750357
139.587822	25.784827
139.608415	25.807565
139.632440	25.829874
139.646598	25.864625
139.670194	25.895515
139.688213	25.919540
139.707090	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 Yandruwandha/Yawarrawarrka 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.
- Native title determinations - Eringa Part A Proceeding & Wangkangurru Yarluyandi Part A Proceeding as determined 11 /09/2008.
- 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 s23E and s22F of the NTA in relation to those Acts.

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

1. The creation or establishment of:
 - (i) a permanent public work;
 - (ii) a dedicated road;
 - (iii) an act of adverse domination where such an act was:

	<ul style="list-style-type: none"> - authorised by valid legislation; or - authorised or required by the creation of a valid Crown grant, vesting or other interest; <p>(iv) an unqualified grant of an estate in fee simple.</p> <p>2. The grant of:-</p> <ul style="list-style-type: none"> (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).
	<p>Witjira National Park</p> <p>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 Irrwanyere 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:-</p> <ol style="list-style-type: none"> 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(11) 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	<ol style="list-style-type: none"> 1. Map of External Boundaries of the Claim Area, Attachment C of the Application, 1 page - A4, Attached 08/10/2009. <p>NNTT map attached.</p>
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NNTT contact details	<p>Case manager: Monica Khouri</p> <p>Address: National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000</p> <p>GPO Box 9973 ADELAIDE SA 5001</p> <p>Phone: (08) 8306 1230 Freecall 1800 640 501</p> <p>Fax: (08) 8224 0939</p> <p>Web page: www.nntt.gov.au</p>
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**NATIVE TITLE
DETERMINATION APPLICATION**

SAD6016/98 (SC97/3)
**The Wangkangurru/Yarhyandi
Native Title Claim**

 SAD6016/98 (SC97/3)
The Wangkangurru/Yarhyandi Native Title Claim

Topographic image data is © Commonwealth of Australia and is used under licence from Geoscience Australia
NOTE: Topographic images should be used as a guide only.

NOTE: To determine areas subject to claim within the external boundary, reference to the application description is necessary.

Map created by Geopollia Services,
National Native Title Tribunal (26/02/2009)

Application boundary data compiled by NNTT based on data sourced from DEH (SA).

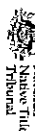
Map last updated: 26/02/09, 10:00 AM, AUL:dlf

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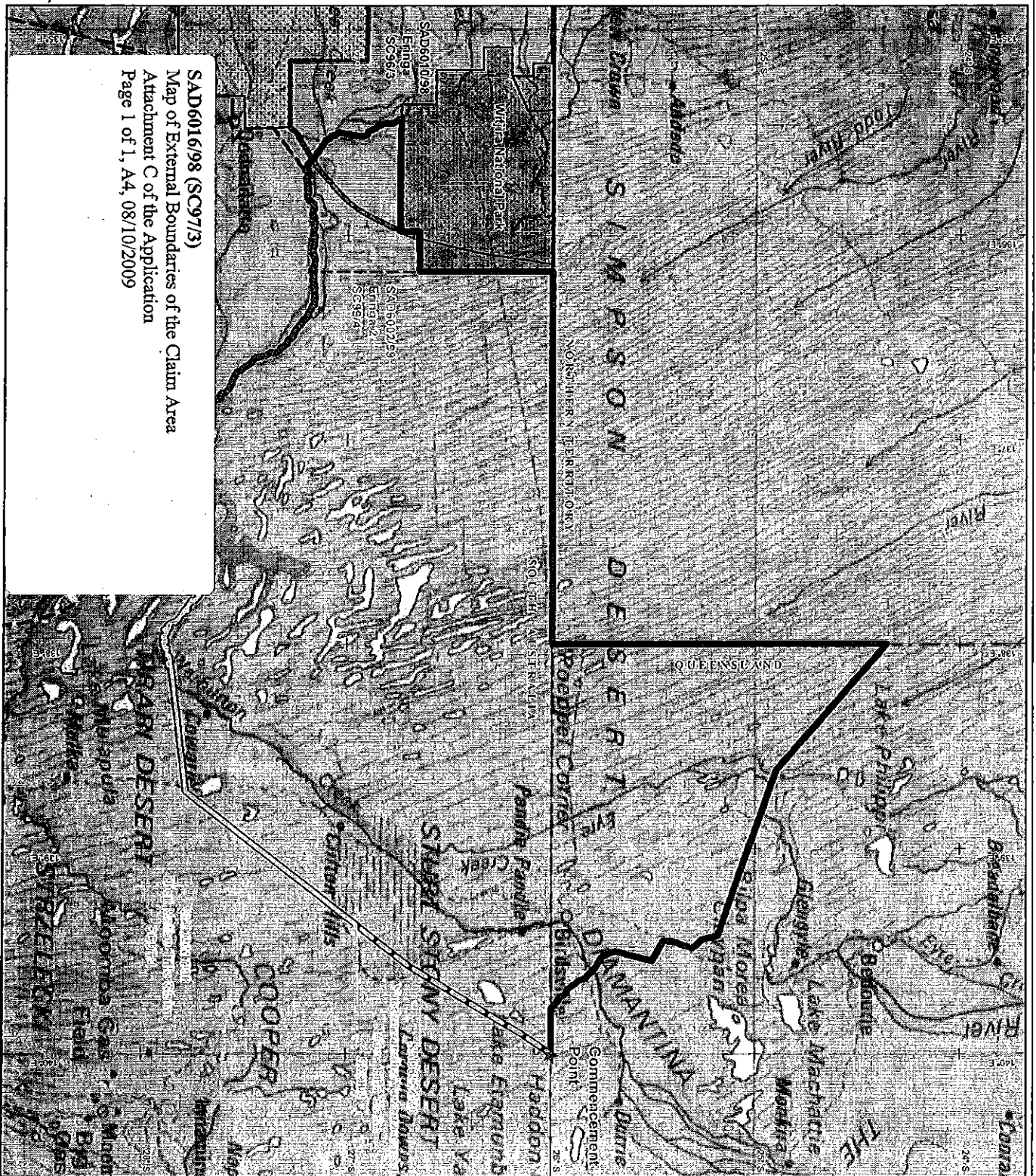
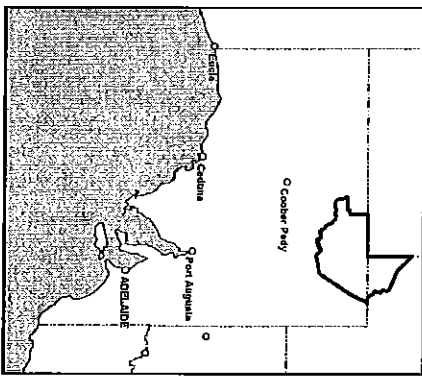
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NORTH
KILOMETRES
Latitude and Longitude axes of Geoscience Datum of Australia 1984 and projection



Location Diagram



SAD6016/98 (SC97/3)
Map of External Boundaries of the Claim Area
Attachment C of the Application
Page 1 of 1, A4, 08/10/2009

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

1. Tax Invoice for GST component

Contemporaneously with provision to the Minister of the return required by section 43(4) of the Petroleum Act, the Company shall prepare and provide to 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 Party in respect of production of all Petroleum, produced from the Claimed Area 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 Claimed 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 Claimed Land, and in that case acknowledge and agree that the total of 1% of the value at the well head of Petroleum produced and sold therefrom shall be shared between the Native Title Party and Other Claimants whose claim area is 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.

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

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 Party:

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

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.

Schedule 3 – Guidelines for payment of Royalty Provision of Information

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

PETROLEUM 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 Licenceother 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

Schedule 3 – Guidelines for payment of Royalty Provision of Information

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

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

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

(i) In the calendar year 200... - the sum of \$.....;or

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

shall not be deductible,

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

(3) Further provisions regarding calculation of Royalty

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

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

(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

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

- (b) Non Producing Wells

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

- (c) Interest Rate

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

- (d) Apportionment of Expenses

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

- (e) Sale of 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

Schedule 3 – Guidelines for payment of Royalty Provision of Information

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

(4) Royalty Returns

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

Schedule 3 – Guidelines for payment of Royalty Provision of Information

- 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

SCHEDULE 4 – ABORIGINAL HERITAGE PROTECTION

SCHEDULE 4 – Aboriginal Heritage Protection

1. Interpretation and Other Matters

- 1.1 The definitions and rules of interpretation contained in Clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.
- 1.2 Unless the contrary intention appears in this Schedule a reference to the Company, includes the employees, servants, agents, contractors and sub-contractors of the Company engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Company shall, where the Company has engaged an agent, contractor or sub-contractor to undertake any activity which the Company is required or authorised to undertake under this Schedule, be construed as an obligation or duty upon the Company to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.
- 1.3 The 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 Party or any of its members and includes any **“Aboriginal site”**, **“Aboriginal object”** or **“Aboriginal remains”**, as defined in the *Aboriginal Heritage Act 1988 (South Australia)* and any **“significant Aboriginal area”** as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)*;

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

“Clearance” means the agreed procedure for the inspection and clearance of land as described in 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 Claim Group, inability to obtain equipment or material or any other causes which by

SCHEDULE 4 – Aboriginal Heritage Protection

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 Agreement the Company proposes to carry out Petroleum Operations;

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

“Report” means a written report about a Clearance provided by the Native Title Party to the Company described in 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 Agreement to locate in an Operational Area in which the Company proposes to carry out Petroleum Operations.

3. Undertakings by the Company

The Company undertakes:

- 3.1 to grant to the Native Title Party the rights and privileges as set out in this Schedule; and
- 3.2 subject to compliance on the part of the Native Title Party and 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 Agreement 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

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- afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for other Petroleum Operations on the Licence Area ("**Reconnaissance Surveys**").
- 4.2 Notwithstanding the provisions of this Schedule 4 relating to inspection and clearing of Operational Areas, the Native Title Party acknowledges that in order to efficiently carry out the purposes of this Schedule, it may be necessary for the Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in 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 Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably withheld).

5. Land Access and Occupation

- 5.1 The Native Title Party and the Association acknowledge the grant to the Company of Licence/s in respect of the Licence Area authorise the Company, its contractors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.
- 5.2 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:

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- 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

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- 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 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.
- (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

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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 propose to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with clause 11.6.
- 8.9 Subject to the Aboriginal Heritage Act 1988 (South Australia), where the Company has duly complied with the processes required of it:
- (a) pursuant to 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 8.1 for the circumstances set out in clause 11.6(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or
 - (c) pursuant to clause 8.8 for the circumstances set out in clause 11.6© 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.

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- 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 Party and facilitated by the Association pursuant to this Schedule in which case neither the Native Title Party 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 9, 10 and 11 and Annexure A;
 - (b) comply with the conditions of the Clearance (as referred to in clause 9); and
 - (c) instruct its contractors, its employees, agents and visitors accordingly in relation to its obligations under sub-paragraphs (a) and (b) hereof.

10. Scouting Team

- 10.1 At the cost of the Company in accordance with a Budget, the Native Title Party and the Association will identify and the Association will organise the members of a Scouting Team for the purposes of this item 10 and Annexure A and will ensure that the Scouting Team is ready to commence Clearance work within forty (40) days after the provision of particulars of the proposed Work Program in accordance with Annexure A.
- 10.2 Subject to cultural and traditional considerations, and any restrictions caused by inclement weather conditions which may prevent movement in the Operational Area and surrounding region, the task of the Scouting Team shall be to:
- (a) determine whether the seismic lines, access roads or Work Sites or any other activities described in the Work Program are likely to disturb, damage, or interfere with Areas of Significance;

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- (b) give advance warning to the Company's representative nominated to assist the Scouting Team to enable the Company's representative to relocate parts of seismic lines, access roads or Work Sites or any other activities described in the Work Program in order to avoid and protect Areas of Significance;
- (c) show reasonable diligence in preparing for and carrying out such work while the Company meets its obligations pursuant to this Agreement; and
- (d) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Company's Petroleum Operations.

10.3 Scouting Team Composition

The Scouting Team will comprise:

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

- 10.4 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 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 Party 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 Party or denied Clearance by the Native Title Party;
- (b) identify any alternative Operational Areas for which clearance is given in accordance with the requirements set out in clauses 9.5 and 10.2(b);
- (c) describe any conditions on which the Native Title Party has provided the Clearance so as to minimise the impact of Petroleum Operations to Areas of Significance; and
- (d) be signed by the Specialists.

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- 11.3 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 11.2. Where an interim report is provided pursuant to this clause 11.3, the timeline within which the Association and the Native Title Party 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 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.
- 11.5 The Native Title Party shall ensure that any Aboriginal persons accompanying the Scouting Team shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.
- 11.6 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 Agreement 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 sub-paragraph) the Native Title Party and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying 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

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11.6 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

12. Budgets and Payment by the Company for Clearance Work

- 12.1 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 for the Scouting Team;
 - (c) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts; and
 - (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

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- (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 person, 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 Party 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 Party and the Association will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986*, the *Occupational Health, Safety and Welfare Act 1986*, the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997*(both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association engages or retains any person for the purposes of performing its obligations under this 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.
- 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

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- 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 except where there is no damage to the interests of the Native Title Party; and
 - (c) has acted in a disorderly manner on the Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to member of the Native Title Claim Group.
- 13.2 In the event of a dispute between the Association and the Company as to whether a person has acted in a manner justifying his 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 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 Claim Group.
- 14.5 The Company shall ensure that by way of background and orientation all non-

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- Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Company.
- 14.6 The Company shall consult and have regard to the views of 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 Party that:

- 15.1 in connection with the conduct of Petroleum Operations by it on the Licence Area, the Company shall, in accordance with Applicable Law:
- (a) keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;
 - (b) take all precautions to reduce fire risk on the Licence Area; and
 - (c) ensure all well sites are capped or sufficiently fenced off after drilling so as to prevent injury to persons or stock.
- 15.2 where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Claim Group, 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.

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16. 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:

- 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 agreement observe all Applicable Law.

17. Rights of the Native Title Party

- 17.1 The Company acknowledges that those members of the Native Title Claim Group have the right (pursuant to section 47 of the *Pastoral Lands Management and Conservation Act 1989*) except where their presence may cause danger to health and safety, or where their presence may interfere with the conduct of efficient Petroleum Operations:
 - (a) to move freely throughout Operational Areas including all roads thereon; and
 - (b) to pursue customary and traditional activities in the Operational Areas.
- 17.2 The Native Title Claim Group, its members and agents shall be permitted the use of all roads constructed for the purpose of Petroleum Operations provided such use does not interfere with the conduct of efficient Petroleum Operations.
- 17.3 The use of roads in accordance with this clause shall be subject to

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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 Party's 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 9.3.

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 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 Party 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 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 within the Overlap Area, the Overlapping Claimant Group) agree may remain thereon.

20. Field Development and Production

The parties acknowledge that at any time during or after completion of the Petroleum

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

- (a) the cause of the force majeure as far as possible shall be remedied with all reasonable dispatch by such party; and
- (b) neither party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.

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

22. Confidential Information

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

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

23. Goods and Services Tax

23.1 Subject to 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.

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- 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 issue 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 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:
- 23.10
- (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*.

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24. Dispute Resolution

24.1 Guiding Principle

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

24.2 Priority of Procedures

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

24.3 Notice of Dispute

Any party claiming that a dispute has arisen under this Schedule between the Company and either or both of the Native Title Party and 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 who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:
 - (1) for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
 - (2) the statutory obligations and commercial imperatives of the

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Company;

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

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

24.7 Without Prejudice

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

25. Cessation of Activities

- 25.1 The Company shall notify the Native Title Party one (1) month prior to any surrender of a Licence in respect of the Licence Area pursuant to the Petroleum Act.
- 25.2 A surrender under 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:

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- (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 7.2, 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 Claim Group and for the engagement of enterprises controlled by members of the Native Title Claim Group and to similarly encourage its contractors so to do.

Annexure A to Schedule 4 – Clearance Procedures

Annexure A: 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 10 of Schedule 4. The composition of the Scouting Team or Teams may vary from time to time as determined by the Native Title Party in consultation with the Company provided that the Scouting Team or Teams will at no time comprise more than 8 members of the Native Title Claim Group.
 2. 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 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 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 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 Claim Group (but in any event not exceeding the number of persons agreed with the Company) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.
 7. The Company will provide or will arrange for the hire of sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Scouting Team while it is undertaking the inspection and Clearance process.
 8. The Company will reimburse 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**

Annexure A to Schedule 4 – Clearance Procedures

10.1 *Scouting Team Members*

- (a) Consultant fully qualified anthropologist – such daily rate as is agreed between the Company and the Specialist from time to time; and
- (b) Claim Group member – four hundred and thirty dollars (\$430) per day,, adjusted from time to time in accordance with paragraph 11.

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

Annexure B - Schedule of Events

Item	Events	Party responsible	Maximum period for Events (days)	Maximum cumulative Elapsed days
1	The Company submits request and proposed Work Program to Native Title Party (Clause 8.1)	The Company	Not applicable	0
2	Preliminary meeting (Clause 8.2)	The Company and the Association	14	14
3	The Association arranges for 1 Anthropologist 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 Association	12	40
6	Scouting Team completes field work and de-mobilises, notifies the Company (Clause 11.1)	The Association	14	54
7	Report delivered to the Company (Clause 11.1)	The Association	14	68

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:

- 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.

Annexure D to Schedule 4 – Guidelines to 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

DEED

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

THE HONOURABLE PAUL HOLLOWAY,

MINISTER FOR MINERAL RESOURCES DEVELOPMENT

DEED PURSUANT TO SECTION 31

of the

NATIVE TITLE ACT 1993

DEED

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

**THE HONOURABLE TOM KOUTSANTONIS,
MINISTER FOR MINERAL RESOURCES DEVELOPMENT**

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

DEED

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

Date	Dated the <i>15th</i> day of <i>SEPTEMBER</i> 2011.
Parties	
1	HONOURABLE TOM KOUTSANTONIS MINISTER FOR MINERAL RESOURCES DEVELOPMENT 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	Stuart Petroleum Pty Ltd (ABN 58059146226) of Level 11, 144 Edward Street Brisbane Queensland 4000 (" Company ")
3	David Mungerannie, Irene Kemp, Name Withheld for Cultural Reasons, Rhonda Gepp-Kennedy, Sylvia Stewart and Edward Landers for and behalf of the Dieri People's Native Title Claim as Registered Native title Claimants (" Native Title Party ")
4	Dieri Aboriginal Corporation of 49 Ryan Street Broken Hill New South Wales 2880 (" 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/s 331 ("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 17 November 2010 advising of the State's intention to grant Licence/s in respect of the PELA/S pursuant to the Petroleum Act.
D.	The Dieri Native Title Claim Group have lodged Registered Native Title Determination Application (SC 97/4) on behalf of the Dieri Native Title Claim Group which application has been filed in the Federal Court as SAD6017/98;
E.	The members of the Association applied for and have been incorporated under the <i>Aboriginal Councils and Associations Act 1976</i>

DEED

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

(Commonwealth) as the Dieri Aboriginal Corporation;

- F. The area of the Native Title Application 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 Party, 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;
- J. Following negotiations in good faith between the parties, the Native Title Party has agreed to the grant of the Licence/s to the Company on the terms set out in this Deed; and

NOW IT IS AGREED as follows.

1. Interpretation

- 1.1 In this Deed, and in the Recitals, unless the contrary intention appears:
 - (a) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (b) The singular includes the plural and vice versa and reference to a gender includes each other gender;
 - (c) A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
 - (d) A reference to a recital, clause, schedule or annexure is to a recital, clause schedule or annexure of or to this Deed;
 - (e) Recitals and Schedules from part of this Deed;

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

- (f) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- (g) A reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and permitted assigns;
- (h) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) "business day" means a day on which banks are ordinarily open for business in South Australia;
- (j) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally unless otherwise stated herein;
- (k) A reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them; and
- (m) The meaning of general words followed by specific words will not be limited by reference to the specific words.
- (n) If any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:
 - (1) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable therefrom, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained herein;
 - (2) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component (and in particular

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

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 Party; and

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

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

2. Definitions

2.1 In this Deed and in the Recitals:

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

"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 Party

"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) and which comprises the Native Title Claim Group;

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

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

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

"Essential Term" means those terms in clauses 7.1, 8.1, 8.2, 8.3, 18.3, of

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

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;

“**Licence Area**” means that part of the land and any waters comprising part of the Claimed Area 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 Application**” means the Application for Determination of Native Title filed in the Federal Court of Australia by the Dieri Native Title Claimants and described in Schedule 2;

“**Native Title Claim**” means those persons described in Part 1 Schedule A of the Native Title Application (Schedule 2) and has the same meaning as in the Native Title Act;

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

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

“**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 Party 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 petroleum exploration Licence/s proposed to be issued to the Company pursuant to the Petroleum Act as renewed, extended, substituted or varied from time to time;

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“**Petroleum Act**” means the *Petroleum and Geothermal Energy Act 2000* (South Australia);

“**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;

“**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;

“**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) Any other authority able to be lawfully granted to a Company where that 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 ten business days after the giving of notice by the Company to the Native Title Party, Association and the State in the manner described in clause 15, which notice may be given at any time up to and including the second anniversary of the Commencement Day in relation to the

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

PEL proposed to be granted in regard to Petroleum Exploration Licence Application 331.

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

4. AUTHORITY TO ENTER INTO DEED

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

5. THE LICENCE/S

- 5.1 The Native Title Party;
- (a) agrees to the grant of Licences 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) covenants not to lodge or make any objection to any grant of Licences

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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 issue of a Licence and any work done pursuant to a Licence affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to the Licence;
 - (c) Subdivision P of Division 3 of Part 2 of the Native Title Act does not apply to the grant of any Licence authorised by this Deed;
 - (d) the Deed is evidence of an agreement obtained for the purpose of section 31(1)(b) of the Native Title Act.
- 5.3 The Company covenants with the other Negotiation Parties that it will carry out petroleum activities under 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) of that Act;
 - (b) the Minister in accordance with and to satisfy sections 112 and 115 of the Petroleum Act and for inclusion on the public register established pursuant to section 115 of the Petroleum Act; and
 - (c) the South Australian Parliament.

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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 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.
- 7.5 The Maximum Administration Fee per PEL will be one hundred and fifty thousand dollars (\$150,000).
- 7.6 The payments referred to in Clause 7.2 and 7.3 shall be adjusted annually in accordance with any increase in the CPI (all groups) for Adelaide occurring in the twelve month period immediately prior to such payment falling due.
- 7.7 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 Claimed Area each amount payable under this clause shall be calculated rateably in like

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proportion as the Claimed Area within the boundary of the Licence Area bears to the Licence Area.

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

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

8.3 Each payment by the State shall be made:

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

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

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- 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 Party pursuant to clause 8.
- 8.7 Nothing in this clause 8 is intended adversely to affect the integrity of the Native Title Applications.
- 8.8 Nothing in this clause is intended to impose on the State a duty to invest any monies collected by the State for distribution to the Association.
- 8.9 The Native Title Party (including the Association) agrees that the compensation entitlement comprising the monies payable by the Company pursuant to this Deed are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Party may now or in the future have, or but for this Deed might have had, against the Company and/or the State and/or their respective employees, officers, agents or contractors in connection with any actual and/or potential extinguishment of, and/or effect or impact on, any native title or claimed native title of the Native Title Party in consequence of or arising out of or in relation to the Licence/s and the exercise of rights or the discharge of obligations by the Company under the Licence/s ("**Compensation Entitlements**").
- 8.10 The Native Title Party 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.
- 8.11 The Native Title Party 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.
- 8.12 The provisions of clause 8.10 and 8.11 do not apply in relation to any compensation claim arising by reason of a breach of this Deed.

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9. ABORIGINAL HERITAGE PROTECTION

9.1 The Company, the Native Title Party 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 Party 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 Party 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 Party under Schedule 4.

11. DEED NOT CONDITION OF GRANT

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

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

13. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

14. ASSIGNMENT

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

acquired by the incoming party.

- 14.3 In the event that a Body corporate is incorporated in substitution for the Association ("**New Body Corporate**"), the Native Title Party shall procure that the New Body Corporate immediately upon its incorporation, execute a Deed Poll, in a form reasonably acceptable to the Company and the State, covenanting to be bound by and to assume the obligations of the Association as if the New Body Corporate were named as a Party to this Deed.
- 14.4 Nothing in this Deed obviates any statutory requirement for prior approval of the Minister in relation to any assignment, transfer or novation.

15. NOTICES

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

The State's address:	The Minister for Mineral Resources Development C/- The Director, Petroleum & Geothermal Group Primary Industry and Resources Level 7, 101 Grenfell Street Adelaide SA 5000 Facsimile number: (08) 8463 3202
Company's address	Stuart Petroleum Pty Ltd (ABN 58059146226) level 11, 144 Edward Street Brisbane QLD 4000. Facsimile (07) 38379999
Dieri Registered Native Title Claimants address	c/- Camatta Lempens Pty Ltd Solicitors, 345 King William Street Adelaide SA 5000 Facsimile: (08) 8410 0566
Association's address	49 Ryan Street Broken Hill NSW 2880 Facsimile: (08) 8088 5138

- 15.2 In the event that any party changes its address for notices that party must advise the other parties in writing within seven (7) days of its new address,

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

Association's address

49 Ryan Street Broken Hill NSW 2880
Facsimile: (08) 8088 5138

- 15.2 In the event that any party changes its address for notices that party must advise the other parties in writing within seven (7) days of its new address, and from that time all parties must address any notices to the new address.
- 15.3 A notice sent by mail will be deemed received by the party to whom it is addressed on the next Business Day following its posting. Notices transmitted by facsimile are deemed delivered on the day of transmission subject to confirmation of complete transmission.

16. GOVERNING LAW

This Deed is governed by the laws of and applying in the State 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.

17. COUNTERPARTS

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

18. SIGNING FEE AND GENERAL

- 18.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- 18.2 The Company will pay the Native Title Party's 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 which will be borne and paid by the State.
- 18.3 Subject to clause 18.4, in consideration of the Native Title Party entering into this Deed and as a special non-recurrent payment (which includes

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

consideration for the grant of any Subsequent licence), the Company agrees to pay the sum of seventy five thousand dollars (\$75,000) for each PEL within 7 Business days after the Commencement Day.

- 18.4 Where a Licence Area is not entirely located within the Claimed Area the amount payable under clause 18.3 shall be calculated rateably in like proportion as the Claimed Area within the boundary of the Licence Area bears to the Licence Area.
- 18.5 Where the payment to be made by the Company pursuant to this Deed ("**Payment**") constitutes consideration for a taxable supply by a Native Title Party:
- (a) the amount of the Payment shall be increased by, and the Company shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10% ; and
 - (b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates

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

- 18.6 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.
- 18.7 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 18.6. 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.
- 18.8 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.
- 18.9 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.

DEED

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

18.10 In this clause 18:

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

18.11 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.

18.12 This Deed shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.

18.13 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 their authority.

EXECUTED by the parties as a Deed.

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

PA Soldat

 Witness

Name: *Barry Goldstein*
 Address: *c/o PIRSA*
 Occupation: *Executive Director*

Retroleum & Geothermal
PIRSA
15/9/11

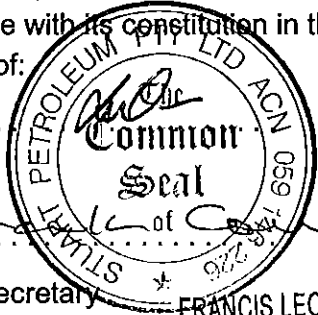


DEED
(PURSUANT TO SECTION 31 OF THE NATIVE TITLE ACT 1993)

The **COMMON SEAL** of Stuart
Petroleum Pty Ltd was affixed in
accordance with its constitution in the
presence of:

.....
Director

..... *Francis Leo Connolly*
Director/Secretary **FRANCIS LEO CONNOLLY**

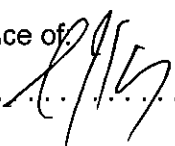


DEED

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

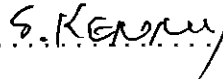
SIGNED by Edward Landers

in the presence of:

..... 

..... 

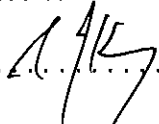
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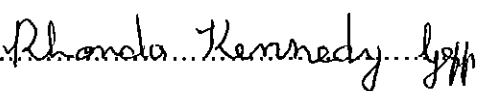
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Witness Full Name

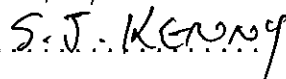
SIGNED by Rhonda Kennedy-Gepp in

the presence of:

..... 

..... 


Witness

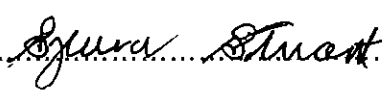
..... 

Witness Full Name

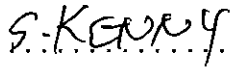
SIGNED by Sylvia Stewart in the

presence of:

..... 

..... 

Witness

..... 

Witness Full Name

DEED

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

SIGNED by Irene Kemp in the presence

of:

.....
Witness

..... Irene Kemp.....

Witness

..... S. Kearney.....

Witness Full Name

SIGNED by David Mungerannie in the

presence of:

.....
Witness

..... D. Mungerannie.....

Witness

..... S. Kearney.....

Witness Full Name

THE COMMON SEAL of the Association was affixed in accordance with its Constitution in the presence of :

.....
Member

Print Name: SHANE KEMP)

.....
Member

Print Name: FRANK WARREN)

.....
Member

Print Name: PAUL KEMP)

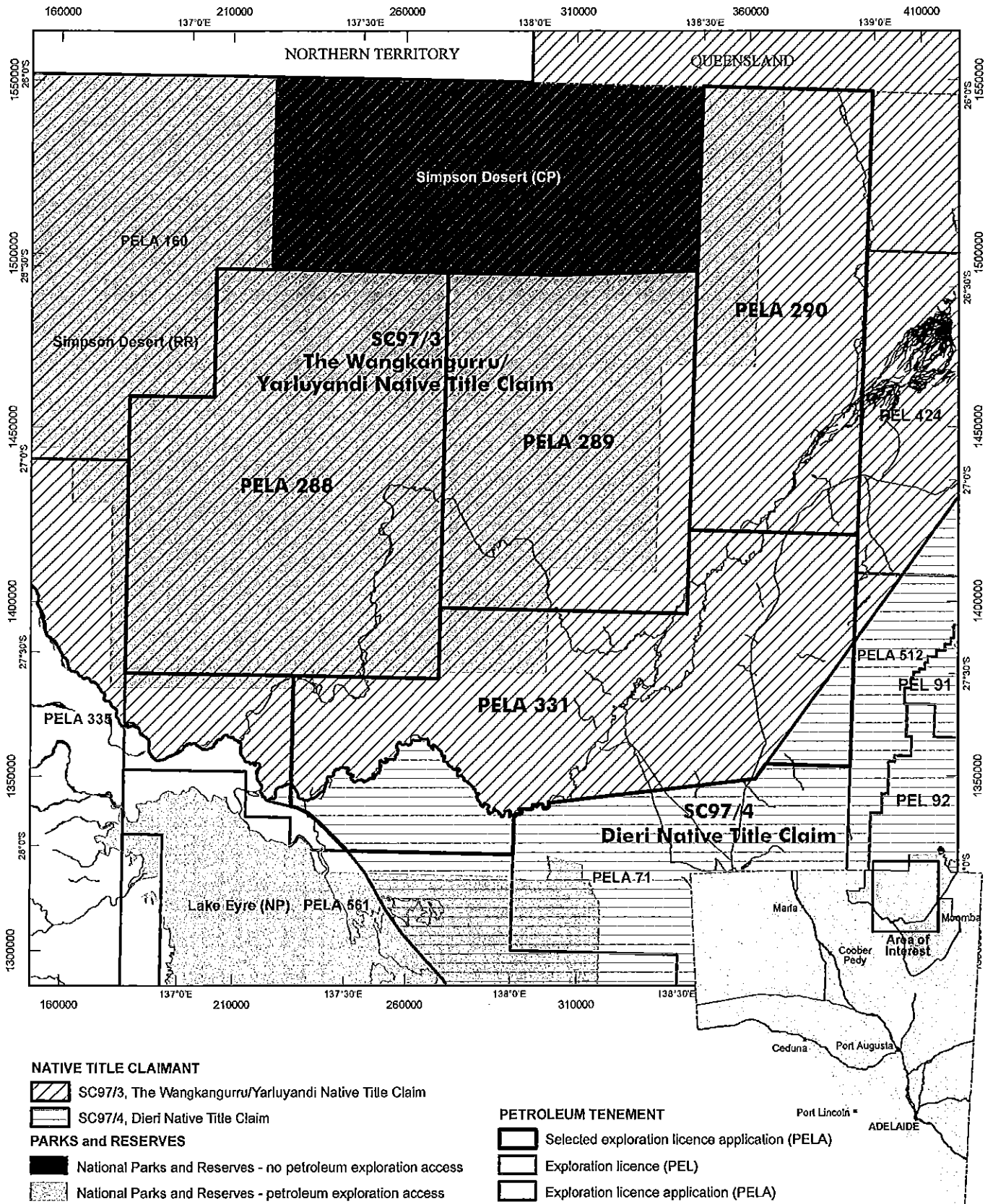
Common Seal

SCHEDULE 1: THE LICENCE APPLICATIONS AND MAP OF LICENCE AREA

SCHEDULE 1: MAP OF LICENCE AREA



South Australia NATIVE TITLE CLAIMANTS over PETROLEUM EXPLORATION LICENCE APPLICATIONS 288-90 & 331



Production details

Produced by: MER Publishing Services
Plan number: 203865_009
Date produced: November 2010
Data source: databases maintained by PIRSA Spatial Information Services

0 20 40 60 Kilometres

Datum GDA 94 - Projection Equidistant Conic

Disclaimer

There is no warranty that this map is free from errors or omissions.
Issued under the authority of the Hon Paul Holloway

© Primary Industries and Resources SA 2010

Author / contact details

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phone: (08) 8463 3000
fax: (08) 8463 3229

SCHEDULE 2: THE DIERI NATIVE TITLE APPLICATION

SCHEDULE 2 : THE DIERI NATIVE TITLE APPLICATION



**NATIONAL NATIVE
TITLE TRIBUNAL**

**Application Information and
Extract from the Register of Native Title Claims**

Application Information

Application numbers: Federal Court number: SAD6017/98
NNTT number: SC97/4

Application name: Dietri Native Title Claim

Registration history: Registered from 22/08/1997 to 05/05/2003.
Registered from 25/11/2003.

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

Application lodged with: National Native Title Tribunal

Date application lodged: 21/08/1997

Date claim entered on Register: 25/11/2003

Applicants: David Mungerannie, Irene Kemp, Name Withheld for Cultural Reasons, Rhonda Gepp-Kennedy, Sylvia Stewart, Edward Landers

Address for service: Stephen Kenny
Camatta Lempens Pty Ltd
Level 1
345 King William Street
ADELAIDE SA 5000
Phone: (08) 8410 0211
Fax: (08) 8410 0566

Additional Information:

Not Applicable

Area covered by the claim:

The amended application area covers all land and waters within the external boundary described as:

Commencing on a western boundary of native title determination application SAD6024/98 Yandruwandha/Yawarrawarka Native Title Claim (SC98/1), being the western most north western corner of Innaminka Regional Reserve and extending southerly, easterly and generally south easterly along boundaries of that reserve and native title determination application to Longitude 140.185112° East; then southerly and generally south westerly again along boundaries of that native title determination application passing through the following coordinate points.

Longitude (East)	Latitude (South)
140.194980	28.108791
139.618635	29.125470

Again south westerly along the boundary of that native title determination application to the intersection with native title determination application SAD6001/98 Adnyamathanha No.1 (SC99/1), being the south western shoreline of Lake Blanche; then generally north westerly along the shoreline of that lake and boundaries of that native title determination application to Longitude 139.384583° East; then generally north westerly and generally south westerly again along boundaries of that native title determination application passing through the following coordinate points.

Longitude (East)	Latitude (South)
139.380983	29.156313
139.375935	29.152852
139.370103	29.149934
139.279715	29.196623
139.189327	29.289997
138.961899	29.467992
138.795702	29.581792
138.594515	29.701424
138.442894	29.777290

Then south westerly to the centreline of the Frome River at Longitude 138.390707° East; then north westerly and generally south westerly along the centreline of that river to again intersect native title determination application SAD6001/98 Adnyamathanha No.1 (SC99/1) at Longitude 138.375832° East; then south westerly along boundaries of that native title determination application to again the centreline of the Frome River at Longitude 138.373357° East; then generally north westerly along the centreline of that river to Latitude 29.712754° South; then north westerly to the intersection with native title determination application SAD6025/98 The Arabunna Peoples Native Title Claim (SC98/2) at Latitude 29.693668° South; then generally northerly and generally north westerly along boundaries of that native title determination application passing through the following coordinate points.

Longitude (East)	Latitude (South)
138.109497	29.668725
138.070049	29.607993
138.039704	29.535114
138.019786	29.487773
138.001364	29.479046
137.993502	29.461999
137.994812	29.423969
137.988118	29.375693
137.985083	29.343808
137.972946	29.317996

137.954739	29.296741
137.930464	29.267894
137.901636	29.248155
137.895568	29.222344
137.887980	29.193497
137.891015	29.158576
137.900117	29.114544
137.910504	29.092890
137.918423	29.041873
137.918424	29.041867
137.918432	29.038588
137.918432	29.031378
137.918278	29.008523
137.917126	28.955526
137.916817	28.909201
137.915587	28.813484
137.906980	28.653955
137.898376	28.584008
137.881166	28.515289
137.867644	28.469885
137.854123	28.426935
137.835278	28.384300
137.802169	28.328318
137.675058	28.212921
137.620021	28.147353
137.561048	28.058181
137.515186	28.010973
137.464081	27.966385
137.416907	27.927044
137.386075	27.905125
137.352898	27.891359
137.266671	27.874909

Then northerly to the intersection with native title determination application SAD6016/98 The Wangkangurru/Yarluyandi Native Title Claim (SC97/3) at Longitude 137.266564° East, being the centreline of the Warburton River; then generally north easterly, generally south easterly and generally easterly along the centreline of that river and boundaries of that native title determination application to Longitude 138.102550° East, Latitude 27.864510° South; then easterly and north easterly again along boundaries of that native title determination application passing through Longitude 138.719232° East, Latitude 27.787831° South; then north easterly to a south western corner of native title determination application SAD6024/98 Yandruwandha/Yawarrawarrka Native Title Claim (SC98/1); then easterly again along the boundary of that native title determination application back to the commencement point.

Notes

Data Reference and source

- Application / Agreement boundary data compiled by National Native Title Tribunal.
- Native title determination application SAD6016/98 The Wangkangurru/Yarluyandi Native Title Claim (SC97/3) as accepted for registration on 26/10/1999.
- Native title determination application SAD6024/98 Yandruwandha/Yawarrawarrka 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.

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 (17th October 2008).

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

1. The boundaries of the area of land and waters covered by the application are shown on the map attached and marked as Attachment C and are described above.
2. Subject to (3) and (4) below, the areas of land and waters within the boundaries referred to in (1) above that are not covered by the application are:
 - a. Any area that is, or was, subject to any of the following acts as defined in the Native Title Act 1993 (Cwlth) or the Native Title (South Australia) Act 1994 (SA):
 - i. Category A past act;
 - ii. Category A intermediate period act;
 - iii. Category B past act that is wholly inconsistent with the continued existence, enjoyment or exercise of any native title rights or interests;
 - iv. Category B intermediate period act that is wholly inconsistent with the continued existence, enjoyment or exercise of any native title rights or interests;
 - v. Previous exclusive possession act.
 - b. Any other area in relation to which native title rights and interest have otherwise been wholly extinguished.
3. Where there is any discrepancy between the map provided at Attachment C and the written description contained in this schedule and in Attachment B, the former shall prevail.

Persons claiming to hold native title:

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

1. Are related by means of the principle of descent to the following apical ancestors:

- 1.1 Ruby Merrick and Tim Maltalinha (also known as Tim Merrick) who are the parents of the sibling set - Martin, Gottlieb, Rebecca, Selma (or Thelma);
- 1.2 Kuriputhanha (known as 'Queen Annie') mother of Karla-warru (also known as Annie);
- 1.3 Mary Dixon (born at Killalpaninna) mother of the sibling set - Dear Dear (known as 'Tear'), Jack Garret, George Mungeranie, Joe Shaw, and Henry;
- 1.4 Bertha mother of the sibling set - Johannes and Susanna
- 1.5 Walter Kennedy husband of Selma (also known as Thelma) nee Merrick;
- 1.6 Florrie wife of Martin Merrick, and;
- 1.7 The man Pinngipana (born at Lake Hope) and the woman Kulibani (born at Kalamarina) who are the parents of Sam Tintubana (or Dindibana Ginjmilina).

2. Dieri principles of incorporation into the group according to traditional law and custom also include:

- 2.1 being of Aboriginal descent; and;
- 2.2 having a connection with the claim area in accordance with the traditional law and custom of the Dieri Native Title Claim Group which includes a principle of descent from their ancestors.

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

4. Note with regard to those named applicants in accordance with 2. and 3. above, that the principle of authority, based on traditional laws and customs, incorporates the potential transfer of this authority to appropriate persons in future generations.

5. This native claim group however specifically excludes all of those people listed as being the applicant group in the particulars of claim filed in the Federal Court matter No. SG66 of 1999 being the Dieri People Angas Warren and Others, whilst those people's names appear as members of that applicant group.

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

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 25/11/2003:

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

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

1. The right to possess, occupy, use and enjoy the claim area;

2. The right to make decisions about the use and enjoyment of the claim area;
3. The right of access to the claim area;
4. The right to control the access of others to the claim area;
5. The right to use and enjoy the resources of the claim area;
6. The right to control the use and enjoyment of others of resources of the claim area (subject to Schedule Q);
9. The right to maintain and protect places of importance under traditional laws, customs and practices in the claim area;
11. The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the claim area;
12. The right to inherit and bestow native title rights and interests;
15. The right to hold, assert and exercise responsibility for the welfare of the country in the claim area;
16. The right to resolve amongst the claimant group any disputes between themselves about land tenure;

The native title rights and interest claimed are also subject to the effect of:-

- (a) all existing non native title rights and interests;
- (b) all laws of South Australia made in accordance with s19, 22F, 23E or 231 of the Native Title Act:

To the extent that these are valid and applicable.

Register attachments:

1. Map depicting the External Boundaries of the Claim Area. Attachment C of the Application, 1 page - A4, Attached 13/03/2009.

Note: The Register may, in accordance with s.188 of the Native Title Act 1993, contain confidential information that will not appear on the Extract.



NATIONAL NATIVE TITLE TRIBUNAL

Claimant Application Summary

Application numbers	Federal Court number: SAD6017/98 NNTT number: SC97/4
Application name	Dieri Native Title Claim
Name of body where application filed	National Native Title Tribunal
Date application filed	21/08/1997
Current stage(s)	Notification Complete
Registration information	<p><i>Please refer to the Register of Native Title Claims/National Native Title Register (as appropriate) for registered details of this application.</i></p> <p>Date claim entered on Register of Native Title Claims: 25/11/2003</p> <p>Registration test status: Accepted for registration</p> <p>Registration history: Registered from 22/08/1997 to 05/05/2003. Registered from 25/11/2003.</p>
Applicants	David Mungerannie, Irene Kemp, Name Withheld for Cultural Reasons, Rhonda Gepp-Kennedy, Sylvia Stewart, Edward Landers
Address for service	Stephen Kenny Camatta Lempens Pty Ltd Level 1 345 King William Street ADELAIDE SA 5000 Phone: (08) 8410 0211 Fax: (08) 8410 0566
Persons claiming to hold native title	<p>The Dieri Native Title Claim Group comprises those people who hold in common the body of traditional law and custom governing the area that is the subject of the claim and who:-</p> <ol style="list-style-type: none"> 1. Are related by means of the principle of descent to the following apical ancestors: <ol style="list-style-type: none"> 1.1 Ruby Merrick and Tim Maltalina (also known as Tim Merrick) who are the parents of the sibling set - Martin, Gottlieb, Rebecca, Selma (or Thelma); 1.2 Kuriputhanha (known as 'Queen Annie') mother of Karla-warru (also known as Annie); 1.3 Mary Dixon (born at Killalpaninna) mother of the sibling set - Dear Dear (known as 'Tear'), Jack Garret, George Mungeranie, Joe Shaw, and Henry; 1.4 Bertha - mother of the sibling set - Johannes and Susanna 1.5 Walter Kennedy husband of Selma (also known as Thelma) nee Merrick; 1.6 Florrie wife of Martin Merrick, and; 1.7 The man Pinnipana (born at Lake Hope) and the woman Kulibani (born at Kalamatina) who are the parents of Sam Tintibana (or Dindibana Ginjmilina). 2. Dieri principles of incorporation into the group according to traditional law and custom also include: <ol style="list-style-type: none"> 2.1 being of Aboriginal descent; and; 2.2 having a connection with the claim area in accordance with the traditional law and

	<p>custom of the Dieri Native Title Claim Group which includes a principle of descent from their ancestors.</p> <p>3. The Dieri Native Title Claim Group Management Committee (SC97/04) have the authority acknowledged by the Dieri Native Title Claim Group according to the traditional law and custom of the Native Title Claim Group to determine whether a person of Aboriginal descent has a connection to the Dieri lands and waters in accordance with 2.2 above.</p> <p>4. Note with regard to those named applicants in accordance with 2. and 3. above, that the principle of authority, based on traditional laws and customs, incorporates the potential transfer of this authority to appropriate persons in future generations.</p> <p>, 5. This native claim group however specifically excludes all of those people listed as being the applicant group in the particulars of claim filed in the Federal Court matter No. SG66 of 1999 being the Dieri People Angas Warren and Others, whilst those people's names appear as members of that applicant group.</p> <p>PROVIDED HOWEVER that should any person who is eligible to become part of the native title claim group be part of any other native title claim group whose claim overlaps the boundaries of the Dieri claim, and that claim has been registered prior to the registration of this claim, then those persons shall be specifically excluded from this claim group.</p>
--	--

<p>Native title rights and interests claimed</p>	<p>A description of the native title rights and interests claimed in relation to particular land or waters (including any activities in exercise of those rights and interests).</p> <p>The native title rights and interests claimed are the rights and interests of the common law holders of native title which arise because of the existence of native title, in particular:-</p> <ol style="list-style-type: none"> 1. The right to possess, occupy, use and enjoy the claim area; 2. The right to make decisions about the use and enjoyment of the claim area; 3. The right of access to the claim area; 4. The right to control the access of others to the claim area; 5. The right to use and enjoy the resources of the claim area; 6. The right to control the use and enjoyment of others of resources of the claim area (subject to Schedule Q); 7. The right to trade in resources of the claim area; 8. The right to receive a proportion of any resources taken by others from the claim area; 9. The right to maintain and protect places of importance under traditional laws, customs and practices in the claim area; 10. The right to carry out and maintain burials of deceased members of the claim group within the claim area; 11. The right to control, maintain, protect and prevent the dissemination and misuse of cultural knowledge associated with the claim area; 12. The right to inherit and bestow native title rights and interests; 13. The right to conduct ceremonies on the claim area; 14. The right to control the conduct of ceremonies of others on the land; 15. The right to hold, assert and exercise responsibility for the welfare of the country in the claim area; 16. The right to resolve amongst the claimant group any disputes between themselves about land tenure; <p>The native title rights and interest claimed are also subject to the effect of-</p> <ol style="list-style-type: none"> (a) all existing non native title rights and interests; (b) all laws of South Australia made in accordance with s19, 22F, 23E or 231 of the Native Title Act; <p>To the extent that these are valid and applicable.</p>
---	---

<p>Area</p>	<p>Jurisdiction: South Australia Location: From Maree in the south to Cameron Corner in the east, to Hodden Corner in the north east, following the QLD border to Lake Teetotobie, south west to Gypsum Cliff, west to Lake Eyre, south to Marree. Local government region(s): Outback Areas Community Development Trust,</p>
--------------------	--

Unincorporated Areas - SA

Representative A/TSI body(s): South Australian Native Title Services Ltd

Approximate size: 87733 sq km

(Note: There may be areas within the external boundary of the application that are not claimed.)

Land/water and/or sea: Land/Water

Area covered by the claim (as detailed in the application):

The amended application area covers all land and waters within the external boundary described as:

Commencing on a western boundary of native title determination application SAD6024/98 Yandruwandha/Yawarrawarka Native Title Claim (SC98/1), being the western most north western corner of Innaminka Regional Reserve and extending southerly, easterly and generally south easterly along boundaries of that reserve and native title determination application to Longitude 140.185112° East; then southerly and generally south westerly again along boundaries of that native title determination application passing through the following coordinate points.

Longitude (East)	Latitude (South)
140.194980	28.108791
139.618635	29.125470

Again south westerly along the boundary of that native title determination application to the intersection with native title determination application SAD6001/98 Adnyamathanha No.1 (SC99/1), being the south western shoreline of Lake Blanche; then generally north westerly along the shoreline of that lake and boundaries of that native title determination application to Longitude 139.384583° East; then generally north westerly and generally south westerly again along boundaries of that native title determination application passing through the following coordinate points.

Longitude (East)	Latitude (South)
139.380983	29.156313
139.375935	29.152852
139.370103	29.149934
139.279715	29.196623
139.189327	29.289997
138.961899	29.467992
138.795702	29.581792
138.594515	29.701424
138.442894	29.777290

Then south westerly to the centreline of the Frome River at Longitude 138.390707° East; then north westerly and generally south westerly along the centreline of that river to again intersect native title determination application SAD6001/98 Adnyamathanha No.1 (SC99/1) at Longitude 138.375832° East; then south westerly along boundaries of that native title determination application to again the centreline of the Frome River at Longitude 138.373357° East; then generally north westerly along the centreline of that river to Latitude 29.712754° South; then north westerly to the intersection with native title determination application SAD6025/98 The Arabunna Peoples Native Title Claim (SC98/2) at Latitude 29.693668° South; then generally northerly and generally north westerly along boundaries of that native title determination application passing through the following coordinate points.

Longitude (East)	Latitude (South)
138.109497	29.668725
138.070049	29.607993
138.039704	29.535114
138.019786	29.487773
138.001364	29.479046
137.993502	29.461999
137.994812	29.423969
137.988118	29.375693
137.985083	29.343808
137.972946	29.317996
137.954739	29.296741
137.930464	29.267894
137.901636	29.248155

137.895568	29.222344
137.887980	29.193497
137.891015	29.158576
137.900117	29.114544
137.910504	29.092890
137.918423	29.041873
137.918424	29.041867
137.918432	29.038588
137.918432	29.031378
137.918278	29.008523
137.917126	28.955526
137.916817	28.909201
137.915587	28.813484
137.906980	28.653955
137.898376	28.584008
137.881166	28.515289
137.867644	28.469885
137.854123	28.426935
137.835278	28.384300
137.802169	28.328318
137.675058	28.212921
137.620021	28.147353
137.561048	28.058181
137.515186	28.010973
137.464081	27.966385
137.416907	27.927044
137.386075	27.905125
137.352898	27.891359
137.266671	27.874909

Then northerly to the intersection with native title determination application SAD6016/98 The Wangkangurru/Yarluyandi Native Title Claim (SC97/3) at Longitude 137.266564° East, being the centreline of the Warburton River; then generally north easterly, generally south easterly and generally easterly along the centreline of that river and boundaries of that native title determination application to Longitude 138.102550° East, Latitude 27.864510° South; then easterly and north easterly again along boundaries of that native title determination application passing through Longitude 138.119232° East, Latitude 27.787831° South; then north easterly to a south western corner of native title determination application SAD6024/98 Yandruwandha/Yawarrawarka Native Title Claim (SC98/1); then easterly again along the boundary of that native title determination application back to the commencement point.

Notes

Data Reference and source

- Application / Agreement boundary data compiled by National Native Title Tribunal.
- Native title determination application SAD6016/98 The Wangkangurru/Yarluyandi Native Title Claim (SC97/3) as accepted for registration on 26/10/1999.
- Native title determination application SAD6024/98 Yandruwandha/Yawarrawarka 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.

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

	<p>ground survey.</p> <p>Prepared by Geospatial Services, National Native Title Tribunal (17th October 2008).</p> <p>The areas within the external boundaries that are excluded from the claim area as follows:</p> <ol style="list-style-type: none"> 1. The boundaries of the area of land and waters covered by the application are shown on the map attached and marked as Attachment C and are described above. 2. Subject to (3) and (4) below, the areas of land and waters within the boundaries referred to in (1) above that are not covered by the application are: <ol style="list-style-type: none"> a. Any area that is, or was, subject to any of the following acts as defined in the Native Title Act 1993 (Cwlth) or the Native Title (South Australia) Act 1994 (SA): <ol style="list-style-type: none"> i. Category A past act; ii. Category A intermediate period act; iii. Category B past act that is wholly inconsistent with the continued existence, enjoyment or exercise of any native title rights or interests; iv. Category B intermediate period act that is wholly inconsistent with the continued existence, enjoyment or exercise of any native title rights or interests; v. Previous exclusive possession act. b. Any other area in relation to which native title rights and interest have otherwise been wholly extinguished. 3. Where there is any discrepancy between the map provided at Attachment C and the written description contained in this schedule and in Attachment B, the former shall prevail.
<p>Attachments</p>	<p>1. Map depicting the External Boundaries of the Claim Area, Attachment C of the Application, 1 page - A4, Attached 13/03/2009.</p>
<p>NNTT contact details</p>	<p>Case manager: Monica Khouri Address: National Native Title Tribunal Level 10 Chesser House 91 Grenfell Street ADELAIDE SA 5000</p> <p>GPO Box 9973 ADELAIDE SA 5001</p> <p>Phone: (08) 8205 2000 Freecall 1800 640 501 Fax: (08) 8205 2031 Web page: www.nntt.gov.au</p>

NATIVE TITLE DETERMINATION APPLICATION: SAD6017/98 Dieri Native Title Claim (SC97/4) (Amended)

SAD6017/98 Dieri Native Title Claim (SC97/4) (Amended)

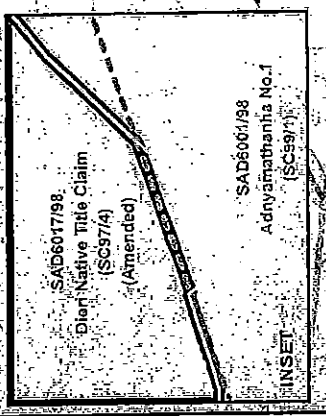
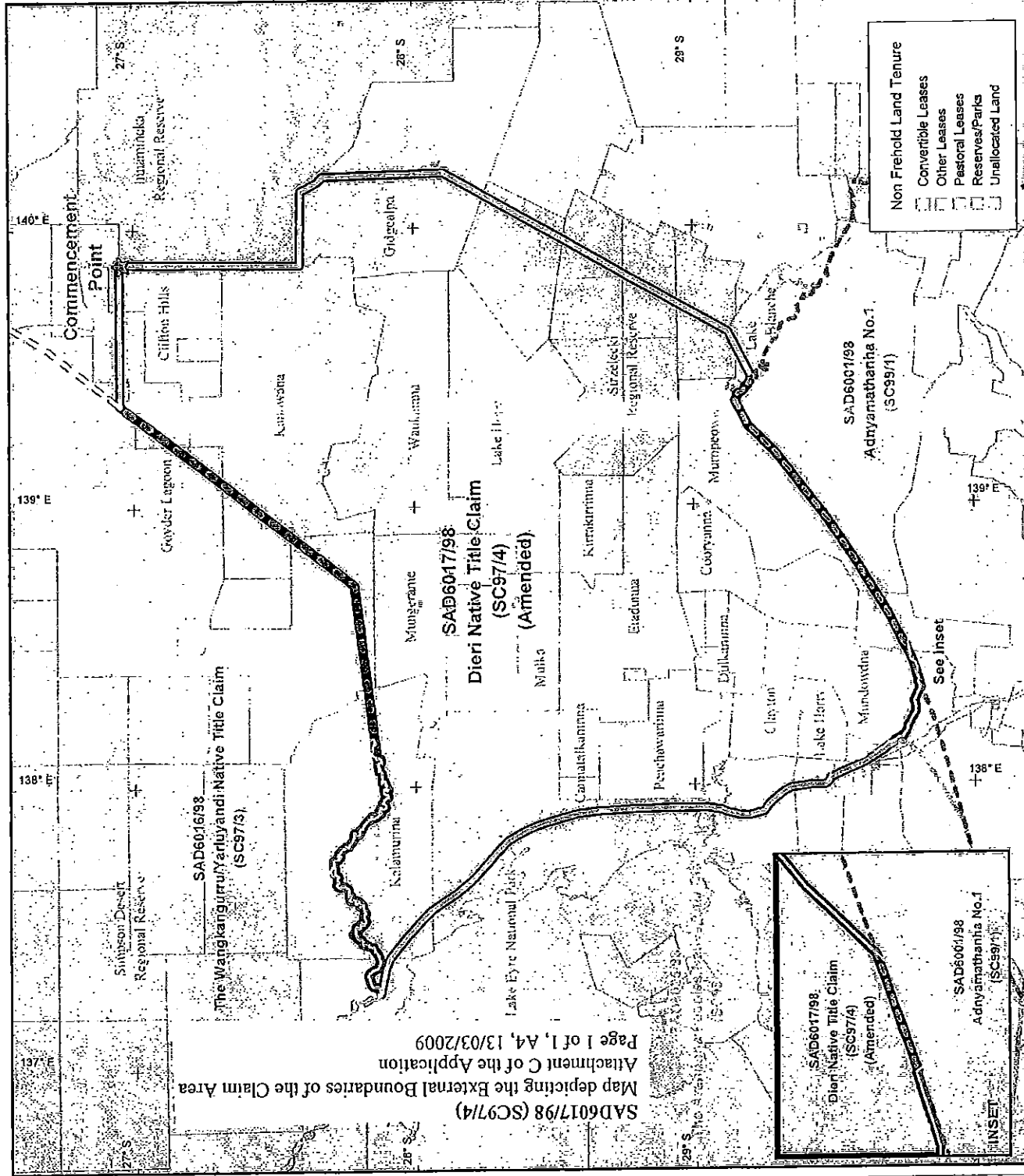
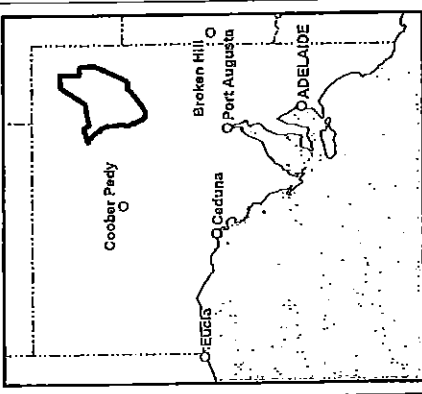
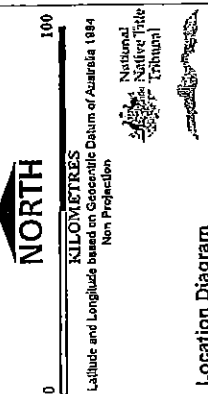
NOTE: To determine areas subject to claim within the external boundary, reference to the application description is necessary.

Map created by: Geospatial Services
National Native Title Tribunal (17/10/2008)
Application boundary data compiled by NNTT from data sourced from DEH (SA).
Cadastral data sourced from Public Sector Mapping Agency (May 2006).
Topographic vector data is © Commonwealth of Australia (Geoscience Australia) 2003.
Non-Freehold data sourced from Dept of Environment and Heritage, SA (May 2006).

Map file: 20080107_SC11997_106_Terra_A4.pdf
Version: 2008/04/25

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Keoni Mail 17/11/10



Government of South Australia
Primary Industries and Resources SA

PROPOSAL TO GRANT EXPLORATION LICENCES

(Section 29)

NATIVE TITLE ACT 1993 (COMMONWEALTH)

The State of South Australia HEREBY GIVES NOTICE that the Minister for Mineral Resources Development, C- Petroleum and Geothermal Group, Minerals and Energy Resources, Department of Primary Industries and Resources SA, 6th Level, 101 Grenfell Street, Adelaide SA 5000, has received the following Exploration Licence applications (PELAs) under the *Petroleum and Geothermal Energy Act 2000*:

- Number:** PELA 288
Area: 9,867km² approximately
Applicant: Stuart Petroleum Limited
Description of area: All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 26°30'00"S GDA94 and longitude 137°05'00"E GDA94, thence east to longitude 137°15'00"E GDA94, north to the westerly extension of the southern boundary of the Simpson Desert Conservation Park, thence generally easterly along the boundary of the said Park to longitude 137°46'00"E GDA94, south to latitude 27°33'00"S GDA94, west to longitude 136°50'00"E GDA94, north to latitude 26°50'00"S GDA94, east to longitude 137°05'00"E GDA94, and north to point of commencement.
Locality: Refer Plan Attached
- Number:** PELA 289
Area: 7,061km² approximately
Applicant: Stuart Petroleum Limited
Description of area: All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 27°22'00"S GDA94 and longitude 138°30'00"E GDA94, thence west to longitude 137°46'00"E GDA94, north to the southern boundary of the Simpson Desert Conservation Park, thence easterly along the boundary of the said Park to longitude 138°30'00"E GDA94, and south to the point of commencement.
Locality: Refer Plan Attached
- Number:** PELA 290
Area: 6,376km² approximately
Applicant: Stuart Petroleum Limited
Description of area: All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 27°09'00"S GDA94 and longitude 139°00'00"E AGD66, thence west to longitude 138°30'00"E GDA94, north to the southern boundary of the Simpson Desert Conservation Park, thence easterly and northerly along the boundary of the said Park to the northern border of the State of South Australia, thence easterly along the border of the said State to longitude 139°00'00"E AGD66, and south to the point of commencement.
Locality: Refer Plan Attached
- Number:** PELA 331
Area: 9,690km² approximately
Applicant: Stuart Petroleum Limited
Description of area: All that part of the State of South Australia, bounded as follows: Commencing at a point being the intersection of latitude 27°09'00"S GDA94 and longitude 138°30'00"E GDA94, thence east to longitude 139°00'00"E AGD66, south to latitude 27°45'00"S AGD66, west to the southern boundary of National Native Title Tribunal Claimant Application File Number SC 97/3 (SAD6016/98 – registered 21/08/1997), thence generally south-westerly and southerly along the boundary of the said Claimant Application to longitude 138°00'00"E AGD66, south to latitude 28°00'00"S GDA94, west to the eastern boundary of National Native Title Tribunal Claimant Application File Number SC 98/2 (SAD6025/98 – registered 16/01/1998), thence generally north-westerly along the boundary of the said Claimant Application to longitude 137°20'00"E GDA94, north to latitude 27°33'00"S GDA94, east to longitude 137°46'00"E GDA94, north to latitude 27°22'00"S GDA94, east to longitude 138°30'00"E GDA94, and north to point of commencement.
Locality: Refer Plan Attached

Nature of the acts: Grant of an Exploration Licence pursuant to the *Petroleum and Geothermal Energy Act 2000* which authorises the applicant to explore for petroleum for a term of five (5) years from notification of grant and a right of renewal for a further two (2) five (5) year terms. The *Petroleum and Geothermal Energy Act 2000* also provides a holder of an Exploration Licence with a right (subject to the *Petroleum and Geothermal Energy Act 2000*), to apply for a Production Licence where a discovery that warrants production is made. Production Licence rights include the right to undertake regulated activities under the *Petroleum and Geothermal Energy Act 2000* to enable the petroleum to be produced, processed, transported and marketed. The acts may also include the grant of appropriate Production, Retention or Associated Activities Licences emanating from the Issued Exploration Licence pursuant to the *Petroleum and Geothermal Energy Act 2000* or any substituting legislation as well as any Speculative Survey Licences outside of but abutting the licensed area necessary for the recovery of petroleum within the licensed area.

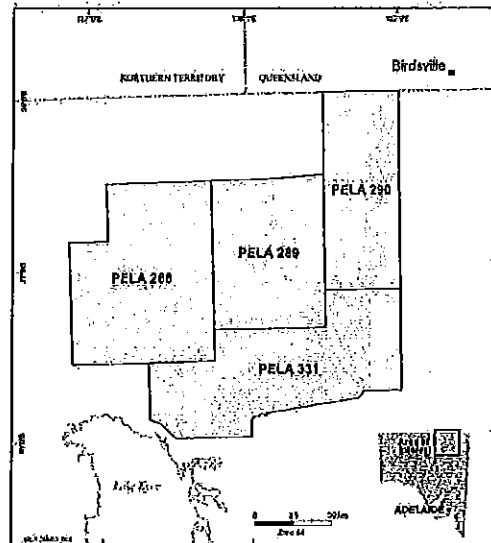
Notification day: 24 November 2010

Native title parties: Under Section 30 of the *Native Title Act 1993*, persons have until three (3) months after the notification day to take certain steps to become native title parties in relation to the area covered by the Exploration Licence application.

The three (3) month period closes on 24 February 2011. Any person who is, or becomes a native title party, is entitled to the negotiation and/or procedural rights provided in Part 2 Division 3 Subdivision P of the *Native Title Act 1993*. Enquiries regarding becoming a native title party should be directed to the National Native Title Tribunal, Level 10, 91 Grenfell Street, Adelaide, SA 5000, telephone: (08) 8306 1230. Any negotiations conducted in respect to the Exploration Licences will include matters relating to the conduct of any future production and associated infrastructure and facilities and the issue of the necessary licences or authorisations to undertake these activities (including associated exploration activities) under the *Petroleum and Geothermal Energy Act 2000*.

The Exploration Licences will be granted if, by the end of the period of four (4) months after the notification day (i.e. 24 March 2011) there is no native title party in relation to the area of the Exploration Licences.

For further information about the acts (including spatial data or plans of the PELA areas), contact the Manager Licensing and Royalties, Petroleum and Geothermal Group, Minerals and Energy Resources, Department of Primary Industries and Resources SA, 6th Level, 101 Grenfell Street, Adelaide SA 5000, or telephone (08) 8463 3203.



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

1. **Tax Invoice for GST component**

Contemporaneously with provision to the Minister of the return required by section 43(4) of the Petroleum Act, the Company shall prepare and provide to 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 Party in respect of production of all Petroleum, produced from the Claimed Area 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 Claimed 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 Claimed Land, and in that case acknowledge and agree that the total of 1% of the value at the well head of Petroleum produced and sold therefrom shall be shared between the Native Title Party and Other Claimants whose claim area is 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.

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

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 Party:

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

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.

Schedule 3 – Guidelines for payment of Royalty Provision of Information

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

PETROLEUM 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 Licenceother 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

Schedule 3 – Guidelines for payment of Royalty Provision of Information

licence, provided however that:

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

(3) Further provisions regarding calculation of Royalty

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

Schedule 3 – Guidelines for payment of Royalty Provision of Information

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

(B) Any pipeline;

And

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

(b) Non Producing Wells

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

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of 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.

Schedule 3 – Guidelines for payment of Royalty Provision of Information

(f) Take or Pay

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

(g) Tolling

- (i) If the Producer receives any revenue from the use of any plant downstream of the wellhead used for treating processing or refining the substance sourced from anywhere within the area from time to time comprised in Exploration Licence.... or any Production Licence issued from an area which was comprised in Exploration Licence...immediately prior to the time such Production Licence was issued, or in transporting such substance to the point of delivery to the purchaser such revenue shall be deemed to be part of the *bona fide* sales value of the substance to the intent that royalty shall be payable thereon.
- (ii) Any sums, being sums deemed under clause (3)(g)(i) to be part of the *bona fide* value of the substances, paid by the Producer in respect of the use of such plant for treating processing or refining such substance or in transporting such substance to the point of delivery to the purchaser shall be deemed to be an expense under clause (2)(c).
- (iii) If any such plant is used for treating processing or refining of the substance sourced from outside of the area referred to in clause (3)(g)(i) or in transporting such substance to the point of delivery to the purchaser any amounts which may be claimed as deductions under this clause (whether such deductions be by way of operating expenditure or capital expenditure) in respect of such plant shall be reduced by the proportion which would be obtained by the method of apportioning costs used by the Producer to ascertain the tolling fee, but any revenue received by the Producer for the use of such plant for the treating, processing or refining of such substance prior to delivery or in transporting the substance to the point of delivery to the purchaser shall not be deemed to be part of the gross sales value of the substance.

(4) Royalty Returns

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

Schedule 3 – Guidelines for payment of Royalty Provision of Information

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

Schedule 3 – Guidelines for payment of Royalty Provision of Information

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



SCHEDULE 4 – ABORIGINAL HERITAGE PROTECTION

SCHEDULE 4 – Aboriginal Heritage Protection

1. Interpretation and Other Matters

- 1.1 The definitions and rules of interpretation contained in Clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.
- 1.2 Unless the contrary intention appears in this Schedule a reference to the Company, includes the employees, servants, agents, contractors and sub-contractors of the Company engaged for the purposes of the Petroleum Operations and their permitted invitees and any obligation or duty imposed upon the Company shall, where the Company has engaged an agent, contractor or sub-contractor to undertake any activity which the Company is required or authorised to undertake under this Schedule, be construed as an obligation or duty upon the Company to procure by reasonable endeavours that its agent, contractor or sub-contractor performs that obligation or duty.
- 1.3 The 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 Party or any of its members and includes any **“Aboriginal site”**, **“Aboriginal object”** or **“Aboriginal remains”**, as defined in the *Aboriginal Heritage Act 1988 (South Australia)* and any **“significant Aboriginal area”** as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)*;

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

“Clearance” means the agreed procedure for the inspection and clearance of land as described in 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;

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“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 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;

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

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

“Report” means a written report about a Clearance provided by the Native Title Party to the Company described in 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 Agreement to locate in an Operational Area in which the Company proposes to carry out Petroleum Operations.

3. Undertakings by the Company

The Company undertakes:

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- 3.1 to grant to the Native Title Party the rights and privileges as set out in this Schedule; and
- 3.2 subject to compliance on the part of the Native Title Party and 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 Agreement 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 Party acknowledges that in order to efficiently carry out the purposes of this Schedule, it may be necessary for the Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in 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 Party its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably withheld).

5. Land Access and Occupation

- 5.1 The Native Title Party and the Association acknowledge the grant to the Company of Licence/s in respect of the Licence Area authorise the Company, its contractors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.
- 5.2 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.

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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

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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 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

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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.
 - (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 propose to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with clause 11.6.

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- 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 8.1 for the circumstances set out in clause 11.6(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or
 - (c) pursuant to clause 8.8 for the circumstances set out in clause 11.6(c) and no Clearance is conducted within 2 days (or such later time as the parties agree in writing)

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

9. Inspection and Clearance

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

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- (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 Party and facilitated by the Association pursuant to this Schedule in which case neither the Native Title Party 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 9, 10 and 11 and Annexure A;
 - (b) comply with the conditions of the Clearance (as referred to in clause 9); and
 - (c) instruct its contractors, its employees, agents and visitors accordingly in relation to its obligations under sub-paragraphs (a) and (b) hereof.

10. Scouting Team

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

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relocate parts of seismic lines, access roads or Work Sites or any other activities described in the Work Program in order to avoid and protect Areas of Significance;

- (c) show reasonable diligence in preparing for and carrying out such work while the Company meets its obligations pursuant to this Agreement; and
- (d) make every reasonable endeavour to proceed with its work at a rate that will avoid any delay to the Company's Petroleum Operations.

10.3 Scouting Team Composition

The Scouting Team will comprise:

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

10.4 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 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 Party 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 Party or denied Clearance by the Native Title Party;
- (b) identify any alternative Operational Areas for which clearance is given in accordance with the requirements set out in clauses 9.5 and 10.2(b);

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- (c) describe any conditions on which the Native Title Party has provided the Clearance so as to minimise the impact of Petroleum Operations to Areas of Significance; and
 - (d) be signed by the Specialists.
- 11.3 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 11.2. Where an interim report is provided pursuant to this clause 11.3, the timeline within which the Association and the Native Title Party 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 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.
- 11.5 The Native Title Party shall ensure that any Aboriginal persons accompanying the Scouting Team shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.
- 11.6 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 Agreement 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 sub-

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paragraph) the Native Title Party and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying 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 11.6 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

12. Budgets and Payment by the Company for Clearance Work

- 12.1 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

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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 for the Scouting Team;
- (c) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts; and
- (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 person, 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 Party 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 Party and the Association will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986*, the *Occupational Health, Safety and Welfare Act 1986*, the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997*(both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association engages or retains any person for the purposes of performing its obligations under this Schedule.

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- 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.
- 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 except where there is no damage to the interests of the Native Title Party; and
 - (c) has acted in a disorderly manner on the Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to member of the Native Title Claim Group.
- 13.2 In the event of a dispute between the Association and the Company as to whether a person has acted in a manner justifying his removal from the Licence Area, the matter shall be referred pursuant to clause 24 for resolution.

14. Instruction in Aboriginal Culture

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- 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 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 Claim Group.
- 14.5 The Company shall ensure that by way of background and orientation all non-Aboriginal employees and personnel are given appropriate instruction on such aspects of the Native Title Claim Group's traditions, history and culture as are known to or reasonably obtainable by the Company.
- 14.6 The Company shall consult and have regard to the views of 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 Party that:

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- 15.1 in connection with the conduct of Petroleum Operations by it on the Licence Area, the Company shall, in accordance with Applicable Law:
- (a) keep each Work Site to the minimum area considered necessary to conduct efficient Petroleum Operations;
 - (b) take all precautions to reduce fire risk on the Licence Area; and
 - (c) ensure all well sites are capped or sufficiently fenced off after drilling so as to prevent injury to persons or stock.
- 15.2 where the Company reasonably believes appropriate, the Company will provide to persons from the Native Title Claim Group, 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 Party' Covenants

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

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- 16.2 not lodge or make any objection to any grant to the Company pursuant to the Petroleum Act unless the Company is and continues to be in breach of an Essential Term;
- 16.3 actively support the Company's efforts to procure all approvals, consents, and other entitlements and rights (and all regrants, renewals and extensions thereof) as are or will be necessary to support the interests of the Company in furthering 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 agreement observe all Applicable Law.

17. Rights of the Native Title Party

- 17.1 The Company acknowledges that those members of the Native Title Claim Group have the right (pursuant to section 47 of the *Pastoral Lands Management and Conservation Act 1989*) except where their presence may cause danger to health and safety, or where their presence may interfere with the conduct of efficient Petroleum Operations:
 - (a) to move freely throughout Operational Areas including all roads thereon; and
 - (b) to pursue customary and traditional activities in the Operational Areas.
- 17.2 The Native Title Claim Group, its members and agents shall be permitted the use of all roads constructed for the purpose of Petroleum Operations provided such use does not interfere with the conduct of efficient Petroleum Operations.
- 17.3 The use of roads in accordance with this 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

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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 Party's 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 9.3.

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 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 Party 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 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

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

- (a) the cause of the force majeure as far as possible shall be remedied with all reasonable dispatch by such party; and
- (b) neither party shall be required to settle any strike, lockout, or other industrial disturbance on terms that it does not regard as satisfactory.

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

22. Confidential Information

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

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

23. Goods and Services Tax

23.1 Subject to 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

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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 issue 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 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);

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- (b) “**Adjustment Note**”, “**GST**”, “**Price**”, “**Supply**” “**Tax Invoice**” and “**Taxable Supply**” have the same meanings as ascribed to those terms from time to time in the GST Act;
- (c) “**GST Act**” means the *A New Tax System (Goods and Services Tax) Act 1999* and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the *A New Tax System (Goods and Services Tax Transition) Act 1999*.

24. Dispute Resolution

24.1 Guiding Principle

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

24.2 Priority of Procedures

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

24.3 Notice of Dispute

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

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24.6 Mediation

- (a) If, within one (1) month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Annexure D hereto, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen (14) days, the mediator shall be appointed by the Minister for the time being responsible for the administration of the *Petroleum Act*.
- (b) The Minister (in determining who to appoint as the mediator) shall have regard to the parties' intentions in this Agreement:
 - (1) for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
 - (2) the statutory obligations and commercial imperatives of the Company;and shall take account of the fact that this Agreement constitutes a cross-cultural commercial agreement.
- (c) The mediator, in conducting the mediation shall have regard to:
 - (1) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Party; and
 - (2) the statutory obligations and commercial imperatives of the Company.
- (d) If within one (1) month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one (1) month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.
- (e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.
- (f) None of the parties may commence court proceedings or arbitration concerning this Schedule unless it has first complied with the dispute resolution provisions contained in this clause. The parties agree that this Schedule may be pleaded as a bar to any court action commenced prior to termination of the mediation process other than an application for urgent interlocutory itself.
- (g) In any case, each party shall bear its own costs for the mediation.

24.7 Without Prejudice

The parties acknowledge that the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause is an attempt to settle the dispute between the parties. No party may use any

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information or documents obtained through the dispute resolution process established by this clause for any other purpose.

25. Cessation of Activities

- 25.1 The Company shall notify the Native Title Party 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 7.2, 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 Claim Group and for the engagement of enterprises controlled by members of the Native Title Claim Group and to similarly encourage its contractors so to do.

Annexure A to Schedule 4 – Clearance Procedures

Annexure A: 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 10 of Schedule 4. The composition of the Scouting Team or Teams may vary from time to time as determined by the Native Title Party in consultation with the Company provided that the Scouting Team or Teams will at no time comprise more than 8 members of the Native Title Claim Group.
2. 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 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 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 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 Claim Group (but in any event not exceeding the number of persons agreed with the Company) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.
7. The Company will provide or will arrange for the hire of sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Scouting Team while it is undertaking the inspection and Clearance process.
8. The Company will reimburse 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;

Annexure A to Schedule 4 – Clearance Procedures

in accordance with a Budget provided under Schedule 4.

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

10. **Remuneration**

10.1 ***Scouting Team Members***

- (a) Consultant fully qualified anthropologist – such daily rate as is agreed between the Company and the Specialist from time to time; and
- (b) Claim Group member – four hundred and thirty dollars (\$430) per day, adjusted from time to time in accordance with paragraph 11.

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

Annexure B - Schedule of Events

Item	Events	Party responsible	Maximum period for Events (days)	Maximum cumulative Elapsed days
1	The Company submits request and proposed Work Program to Native Title Party (Clause 8.1)	The Company	Not applicable	0
2	Preliminary meeting (Clause 8.2)	The Company and the Association	14	14
3	The Association arranges for 1 Anthropologist 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 Association	12	40
6	Scouting Team completes field work and de-mobilises, notifies the Company (Clause 11.1)	The Association	14	54
7	Report delivered to the Company (Clause 11.1)	The Association	14	68

Annexure C to Schedule 4 – Budget

Annexure C to Schedule 4 - Budget							
Explorer: Clearance for PEL number(s):				Date:			
Item	Description	Remarks	Units	Quantity	Unit Rate\$	Survey Costs	NOTES
	Personnel						
	Specialist #1		days				
	Specialist #2		days				
	Scouting Team X		days				
1	TOTAL PERSONNEL						
	Accommodation & Logistics						
	Food		days				
	Camping allowance		nights				
	GPS hire		days				
	Trailer hire		days				
3	TOTAL ACCOMMODATION AND LOGISTICS						
	Communications & Reporting: an allowance equivalent to 5% of total attendance fees payable to Scouting Team members						
4	TOTAL ADMINISTRATION						
5	SUB - TOTAL						
6	Contingency						
7	GST						
8	GRANT TOTAL						

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