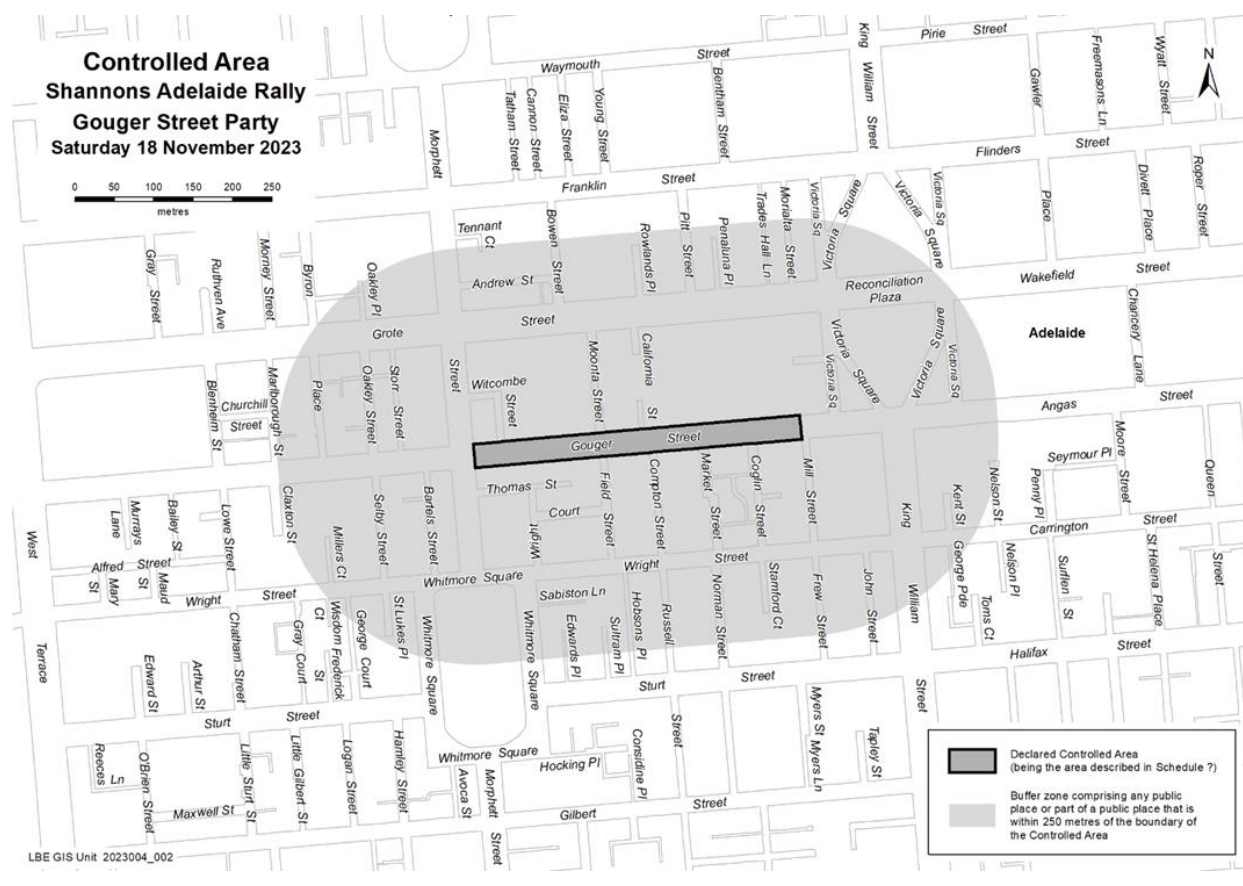


**INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR
PETROLEUM PRODUCTION LICENCE PPL 277**

Petroleum Production Licence PPL 277 emanated from Petroleum Retention Licence PRL 30. For related documents, please refer to the Licence Register for PRL 30.

1. 12 October 2023 Grant of Petroleum Production Licence PPL 277.
(Chorizo Gas Field)
Interests:
Santos Limited 100%
2. 12 October 2023 Deed pursuant to Section 31 of the Native Title Act 1993 dated 20 March 2003 between the Licensee, the Minister and the Yandruwandha/Yawarrawarrka People Native Title holders is hereby entered on the public register.
3. 12 October 2023 Memorandum entering PPL 277 and associated Deed on the public register.
4. 19 October 2023 Gazettal of grant of licence.



PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

Grant of Petroleum Production Licence—PPL 277

Notice is hereby given that the undermentioned Petroleum Production Licence has been granted with effect from 12 October 2023, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 29 June 2018.

Licence number	Licensees	Locality	Area in km ²	Reference
PPL 277	Santos Limited	Cooper Basin	0.45	MER-2023/0039

Description of Area

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

Commencing at a point being the intersection of latitude 28°29'00"S GDA2020 and longitude 140°25'27"E GDA2020, thence east to longitude 140°25'45"E GDA94, south to latitude 28°29'10"S GDA94, east to longitude 140°25'46"E GDA2020, south to latitude 28°29'23"S GDA2020, west to longitude 140°25'21"E GDA2020, north to latitude 28°29'05"S GDA2020, east to longitude 140°25'27"E GDA2020 and north to the point of commencement.

AREA: 0.45 square kilometres approximately

Dated: 12 October 2023

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

Grant of Petroleum Production Licence—PPL 278

Notice is hereby given that the undermentioned Petroleum Production Licence has been granted with effect from 11 October 2023, under the provisions of the *Petroleum and Geothermal Energy Act 2000*, pursuant to delegated powers dated 29 June 2018.

Licence number	Licensees	Locality	Area in km ²	Reference
PPL 278	Santos QNT Pty Ltd Drillsearch (513) Pty Limited	Cooper Basin	6.64	MER-2023/0080

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM PRODUCTION LICENCE
PPL 277

1. This Licence granted on 12 October 2023 is hereby entered on the public register.

2. Interests in the licence are:

Santos Limited

100%



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

Date: 12 October 2023

Ref: MER-2023/0039

Petroleum and Geothermal Energy Act 2000

PETROLEUM PRODUCTION LICENCE

PPL 277

I, NICK PANAGOPOULOS, A/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 GRANT to:

Santos Limited
ACN 007 550 923

(hereinafter referred to as the 'Licensee') a Production Licence, in relation to all regulated resources except a source of geothermal energy or a natural reservoir for the purpose of gas storage in respect of the area described below, and subject to the conditions set out below and the provisions of the *Petroleum and Geothermal Energy Act 2000*, to have effect from
12 October 2023.

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 this licence the Licensee is authorised to carry out in the licence area:
 - (a) operations for the recovery of petroleum;
 - (b) operations for the processing of petroleum; and
 - (c) operations for the storage and withdrawal of petroleum for the prudent supply or delivery of petroleum to the market.
2. The Licensee must carry-out all regulated activities under this licence in accordance with the Act, (including the mandatory conditions stipulated by the Act), the Regulations and Statement of Environmental Objectives.
3. Pursuant to Section 74 of the Act the regulated activities to be carried out pursuant to this Licence are classified as requiring low level official surveillance.
4. The Licensee shall during periods determined by the Minister, lodge and maintain with the Minister, in the form acceptable to the Minister, for the satisfaction of obligations arising under the Act or this licence, a security as specified by the Minister from time to time ("the Security").
 - 4.1 The Security shall be lodged in the form of either;
 - (a) cash; or
 - (b) an unconditional, irrevocable bank guarantee, insurance bond or letter of credit in a form, and from a financial institution, approved by the Minister.

- 4.2 Interest will not be payable by the Minister to the Licensee on any cash Security.
 - 4.3 All charges incurred by the Licensee in obtaining and maintaining the Security shall be met by the Licensee.
 - 4.4 If this Licence is surrendered or cancelled and the Minister is satisfied that there are no further obligations under this Licence or the Act, the Minister will return the Security to the Licensee.
5. The Licensee must:
- (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensee for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensee for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
6. The Minister in specifying the levels of insurance accepts no liability for the completeness of their listing, the adequacy of the sum insured, the limit of liability, the scoped coverage, the conditions or exclusions of these insurances in respect to how they may or may not respond to any loss, damage or liability.
7. 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.
8. The Licensee shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 7 of the Deed dated 20 March 2003 between the Licensee, the Minister, and the Yandruwandha/Yawarrawarrka People native title claimant party, entered into for the purposes of Section 31 of the Native Title Act 1993.

Date: 12 October 2023



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

EXECUTED BY THE LICENSEE:

EXECUTED for an on behalf of Santos Limited (ACN 80 007 550 923)
by its authorised representative in the presence of:


.....
Signature of Authorised Representative


.....
Signature of Witness

Amanda Devonish
Company Secretary

Jessica Cotton

.....
[Print Name of Authorised Representative]

.....
[Print Name of Witness]

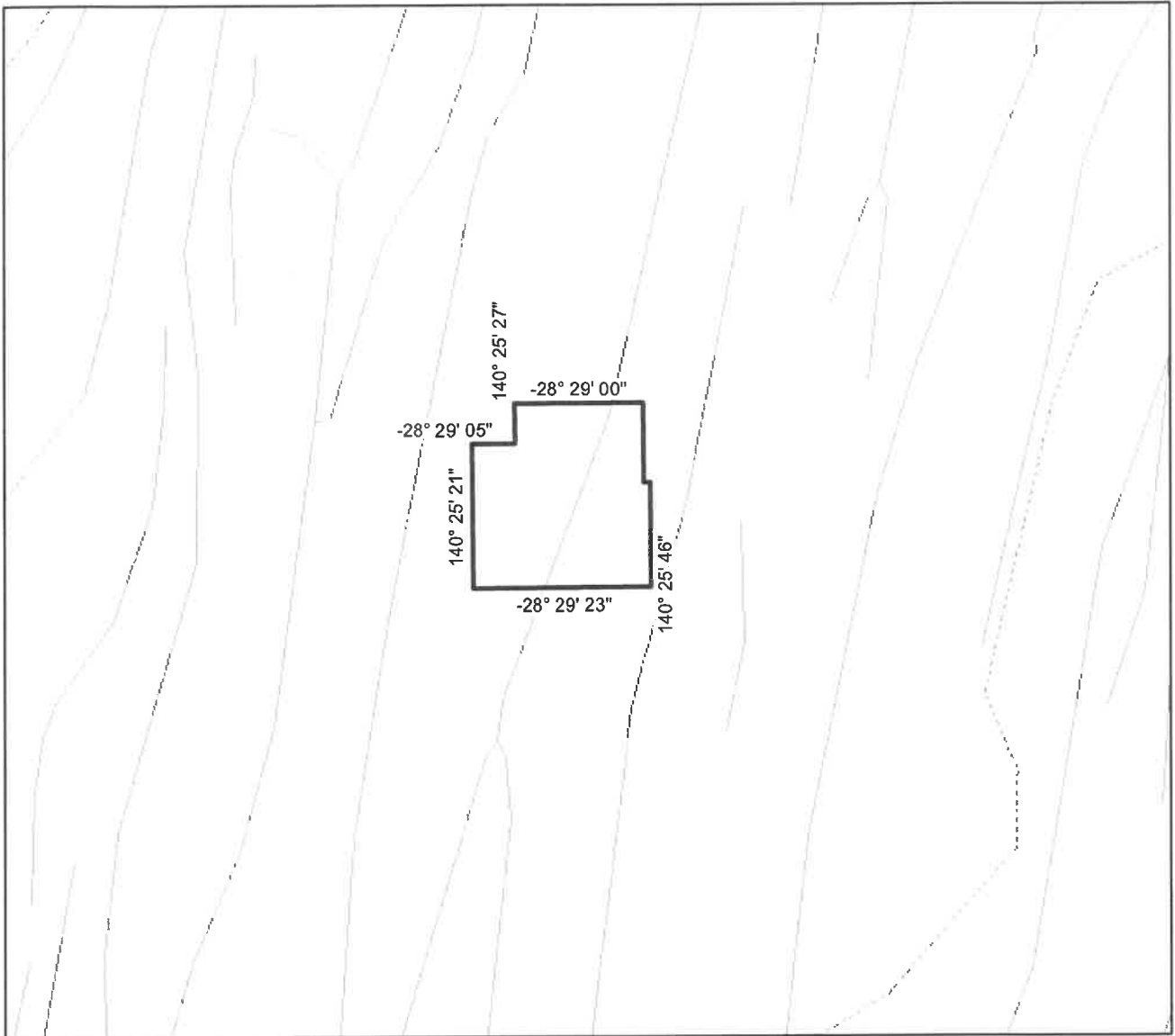
THE SCHEDULE
PETROLEUM PRODUCTION LICENCE
PPL 277

DESCRIPTION OF AREA

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

Commencing at a point being the intersection of latitude 28°29'00"S GDA2020 and longitude 140°25'27"E GDA2020, thence east to longitude 140°25'45"E GDA94, south to latitude 28°29'10"S GDA94, east to longitude 140°25'46"E GDA2020, south to latitude 28°29'23"S GDA2020, west to longitude 140°25'21"E GDA2020, north to latitude 28°29'05"S GDA2020, east to longitude 140°25'27"E GDA2020 and north to the point of commencement.

AREA: **0.45** square kilometres approximately.



Note: There is no warranty that the boundary of this licence is correct in relation to other features of the map. The boundary is to be ascertained by reference to the Geocentric Datum of Australia (GDA2020) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO
PETROLEUM PRODUCTION LICENCE NO: 277



MER-2023/0039

AREA: 0.45 sq km (approx)

**THE HONOURABLE PAUL HOLLOWAY, MINISTER FOR MINERAL
RESOURCES DEVELOPMENT
FOR AND ON BEHALF OF THE STATE OF SOUTH AUSTRALIA
(Government Party)**

and

**THE YANDRUWANDHA/YAWARRAWARRKA PEOPLE
(Native Title Party)**

and

**SANTOS LIMITED
(Grantee Party)**

and

**YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS
(ABORIGINAL CORPORATION)
(Association)**

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

CROWN SOLICITOR
Level 9
45 Pirie Street
Adelaide SA 5000
Telephone (08) 8207 1720

MINTER ELLISON
Lawyers
15th Floor AMP Building
1 King William Street
ADELAIDE SA 5000
Telephone (08) 8233 5555
Facsimile (08) 8212 7518

HUNT & HUNT
Lawyers
12th Floor
26 Flinders Street
ADELAIDE SA 5000
Telephone (08) 8414 3333
Facsimile (08) 8211 7362

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DEED

COMMISSIONER OF STATE TAXATION

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

\$10.00

S.A. STAMP DUTY RATIO
ADJUDGED DUTY STAMPED
ORIGINAL with 5 copies
02/05/2003 15:10:21 00716/56
DEED

THIS DEED is made the 20TH day of MARCH

2002 3

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

AND THE YANDRUWANDHA/YAWARRAWARRKA PEOPLE by CHARLIE MOORE, FREDRICK BROWN, LESLIE HARRIS, AARON PATERSON, ANITA PATERSON, FAY NICHOLLS, THERESA BOTTRELL, the registered native title claimants in relation to native title determination application no. SG 6024/98 in the Federal Court of Australia, C/- Hunt & Hunt Solicitors, 12th Floor, 26 Flinders Street Adelaide South Australia 5000

('Native Title Party')

AND SANTOS LIMITED ABN 80 007 550 923 of Level 4, Santos House, 60 Edward Street, Brisbane QLD 4000

('Grantee Party')

AND YANDRUWANDHA YAWARRAWARRKA TRADITIONAL LAND OWNERS (ABORIGINAL CORPORATION) of 153 Berserker Street, North Rockhampton Qld 4700

('Association')

RECITALS

WHEREAS:

- A. The Grantee Party has lodged an application for grant of an exploration licence under the Petroleum Act in respect of the Cooper Basin block described in Schedule 1 (which includes land the subject of the Native Title Application) and seeks the issue of a Licence pursuant to the Petroleum Act.
- B. If the grant of the Licence affects native title it will be a future act as defined in the Native Title Act.
- C. The Government Party has given notice of its intention to grant the Licence in accordance with section 29 of the Native Title Act. The Government Party and the Grantee Party want certainty as to the validity of the grant of the Licence in accordance with Division 3 of Part 2 of the Native Title Act and the parties have entered into this Deed for the purpose of ensuring the validity of the Licence under the Native Title Act.
- D. The Native Title Party has filed the Native Title Application under section 13(1) of the Native Title Act, in respect of the Claimed Land.
- E. The Negotiation Parties have negotiated in good faith under Subdivision P of Division 3 of Part 2 of the Native Title Act in relation to the Government Party's intention to grant the Licence.
- F. The issuing of the Licence is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act.
- G. If the Licence is issued to the Grantee Party in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licence, and any work done pursuant to it, affects any native title rights and interests held by the Native Title Party, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to it, and it is the further intention of the parties that in any event, the grant of the Licence and activities under it will not extinguish or permanently affect such rights and interests.
- H. Following negotiations in good faith between the Negotiation Parties, the Native Title Party has agreed to the grant of the Licence to the Grantee Party consequent upon the execution of this Deed.
- I. The Native Title Claim Group (which includes the registered native title claimants) resolved on the 12th day of June 2001 to incorporate under the Aboriginal Councils and Associations Act 1976 (Commonwealth). On the 2nd day of August 2001 the Registrar of Aboriginal Corporations incorporated the Native Title Claim Group as the Yandruwandha Yawarrawarrka Traditional Land Owners (Aboriginal Corporation) pursuant to the Aboriginal Councils and Associations Act 1976 (Commonwealth).
- J. The Government Party, the Native Title Party and the Grantee Party, all having negotiated in good faith have agreed for the better management of interaction between them hereafter and

for the purpose of more efficiently managing certain administrative functions under this Deed for the benefit of the Native Title Party as are more specifically set out in this Deed, to include the Association as a party to this Deed.

OPERATIVE PROVISIONS

The parties agree:

1. INTERPRETATION

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

- (a) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (b) the singular includes the plural and vice versa and reference to a gender includes each other gender;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
- (d) a reference to a recital, clause, schedule or annexure is to a recital, clause, schedule or annexure of or to this Deed;
- (e) Recitals and Schedules form part of this Deed;
- (f) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
- (g) a reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and assigns;
- (h) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (i) 'business day' excludes a Saturday, Sunday or public holiday in South Australia;
- (j) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
- (k) a reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;
- (l) a reference to any right, permit, authority, licence, or interest granted pursuant to the Petroleum Act includes any further or other right, permit, authority, licence or other interest derived from any of them or otherwise granted or issued under the Petroleum Act and any variation, renewal, extension and substitution of any of them or any part of any of them;

- (m) the meaning of general words will not be limited by reference to accompanying specific words;
- (n) if any Court or other competent authority declares, or if any statute or regulation renders, any part of this Deed ineffective, void, voidable, illegal or unenforceable or if by reason of a declaration by any Court or other competent authority or any statute or regulation this Deed would, if any part hereof were not omitted therefrom, be ineffective, void, voidable, illegal or unenforceable then:
 - (i) that part shall, without in any way affecting the effectiveness, validity, legality or enforceability of the remainder of this Deed, be severable therefrom, and this Deed shall be read and construed and take effect for all purposes as if that part were not contained herein;
 - (ii) the parties shall attempt to renegotiate, in good faith, that part and seek to achieve a result as near as reasonably practicable as is consistent with the severed component (and in particular to ensure the validity of an agreement of the kind contemplated by section 31(1)(b) of the Native Title Act for the purpose of the valid grant of a Licence); and
 - (iii) PROVIDED that in the event the offending provisions are the inclusion of the Association as a party to this Deed and the consequential provisions of that inclusion then the agreements, representations and warranties therein contained shall be attributed to, and be taken to have always been attributed to, the Native Title Party; and
- (o) any term or expression used herein which is defined in either the Petroleum Act or the Native Title Act has the same meaning as in that legislation.

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

'Essential Term' means those terms in clauses 5.3, 7, 12, and 18.3 of this Deed and in clauses 9, 10.7, 10.8, 11.7, 15 and 17 of the Ancillary Agreement;

'Government Party' means the State of South Australia;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

'**State**' means the State of South Australia.

3. COMMENCEMENT AND TERM

3.1 This Deed commences on the Commencement Day.

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

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

4. AUTHORITY TO ENTER INTO DEED

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

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

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

5. THE LICENCE

5.1 The Native Title Party:

- (a) agrees to the grant of the PEL by the Minister to the Grantee Party pursuant to the Petroleum Act and to the Grantee Party exercising its rights and entitlements and discharging its obligations under the Licence in accordance with and subject to any conditions imposed by:
 - (i) the Petroleum Act;
 - (ii) any Applicable Law; and
 - (iii) this Deed;
- (b) covenants not to lodge or make any objection to any grant of the PEL to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party is and remains in breach of an Essential Term;
- (c) agrees to the grant of any subsequent Licence by the Minister to the Grantee Party in respect of any part of the Licence Area (or proximate thereto in the case of an associated facilities licence) pursuant to the Petroleum Act and to the Grantee Party exercising its rights and entitlements and discharging its obligations under any subsequent Licence in accordance with and subject to any conditions imposed by:
 - (i) the Petroleum Act;
 - (ii) any Applicable Law; and
 - (iii) this Deed;
- (d) covenants not to lodge or make any objection to any grant of any subsequent Licence to the Grantee Party pursuant to the Petroleum Act unless the Grantee Party 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) subject to sub-paragraph 5.2(d), for the purposes of Section 26D(2)(c) of the Native Title Act, if a Later Act occurs or is done in relation to the Licence Area, Sub-division P of Division 3 of Part 2 of the Native Title Act does not apply to that Later Act;
- (d) the Grantee Party must not before such Later Act is done be in breach of and remain in breach of any Essential Term; and

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

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

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

6. NATIVE TITLE ACT & PETROLEUM ACT

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

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

- (a) the National Native Title Tribunal in accordance with section 41A of the Native Title Act in order to satisfy section 28(1)(f) of that Act;
- (b) the Minister in accordance with and to satisfy sections 112 and 115 of the Petroleum Act and for inclusion on the public register established pursuant to section 115 of the Petroleum Act; and
- (c) the South Australian Parliament.

7. PRODUCTION PAYMENTS

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

- (a) the first payment shall be made on the signing of this Deed by all members of the Native Title Party and execution by the Association;
- (b) thereafter each annual payment shall be made within 7 days following the anniversary of the date of grant of the PEL;
- (c) where a Licence Area is not entirely located on the Native Title Party's Claimed Land each amount payable under this provision shall be calculated rateably in like proportion as the Claimed Land within the boundary of the total Licence Area bears to the total Licence Area;
- (d) should the proportion which Claimed Land within the boundary of the total Licence Area bears to a Licence Area change between the anniversary dates of the PEL the amount payable according to this provision will be adjusted and paid, refunded or credited (as the case requires) within 7 days following the next anniversary of the date of grant of the PEL; and

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

7.2 The Grantee Party agrees:

- (a) to pay from time to time to the Association or to such charitable or other trust fund or funds as may be notified to the Government Party and to the Grantee Party in writing under the Common Seal of the Association in further consideration for the Association entering into this Deed amounts calculated from time to time in accordance with the terms set out in Schedule 3; and
- (b) the payments the subject of this paragraph 7.2 shall be effected by the Grantee Party paying those amounts to the State and the State shall accept those payments for the purposes set out in the following paragraphs of this clause 7.

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

7.4 Each payment by the State shall be made:

- (a) for and on behalf of the Grantee Party;
- (b) within a reasonable time of receipt of the relevant monies in cleared funds; and
- (c) in full satisfaction and discharge of each respective obligation of the Grantee Party arising under clause 7.2.

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

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

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

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

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

8. **ANCILLARY AGREEMENT**

The Grantee Party and the Native Title Party have agreed to enter into an Ancillary Agreement and for the better management of interaction between them hereafter and for the

purpose of more efficiently managing certain administrative functions under that Ancillary Agreement for the benefit of the Native Title Party as are more specifically set out therein, also to include the Association as a party to that Ancillary Agreement.

9. GOVERNMENT PARTY NOT LIABLE FOR ANCILLARY AGREEMENT

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

10. DEED AND ANCILLARY AGREEMENT NOT CONDITIONS OF GRANT

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

11. DEED PREVAILS

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

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

13. NO ACKNOWLEDGEMENT OF NATIVE TITLE

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

14. ASSIGNMENT

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

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

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

15. NOTICES

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

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

Native Title Party's address: The Yandruwandha/Yawarrawarrka People
C/- Hunt & Hunt Lawyers
12th Floor, 26 Flinders Street
Adelaide South Australia 5000
Facsimile number: (08) 8211 7362

Grantee Party's address: Santos Limited
GPO Box 2455
Adelaide SA 5001
Facsimile number: (08) 8218 5623

Association's address: Yandruwandha Yawarrawarrka Traditional
Land Owners (Aboriginal Corporation)
153 Berserker Street
North Rockhampton Qld 4700
Facsimile number: (08) 8211 7362

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

16. GOVERNING LAW

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

17. COUNTERPARTS

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

18. GENERAL

- 18.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- 18.2 Each party will pay its own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for Stamp Duty which will be borne and paid by the Government Party.
- 18.3 In consideration of the Native Title Claim Group entering into this agreement:
- (a) the Grantee Party agrees to pay the Association a special non-recurrent payment of \$25,000.00; and
 - (b) the Government Party agrees to pay the Association a further special non-recurrent payment of \$25,000.00.

These payments shall be made to the Association on the Commencement Day.

- 18.4 Where any payment to be made by either of the Grantee Party or the Government Party under clause 18.3 of this Deed ('**Payment**') constitutes consideration for a taxable supply by the Association:
- (a) the amount of the Payment shall be increased by, and the paying party shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10%; and
 - (b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates

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

- 18.5 In this clause 18:
- (a) the expression '*Prevailing GST Rate*' in relation to a particular taxable supply means the rate (expressed as a percentage of GST exclusive price) at which GST is imposed on that taxable supply; and
 - (b) a word which is defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Commonwealth)* has the same meaning in this clause.

EXECUTED by the parties as a Deed.

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



[Handwritten signature]
.....
Witness)

Name *Joe ZAROUANY*)

Address *C/- PISA Petroleum Group*)

Occupation *Mineral Licensing & Services*)

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

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said CHARLIE MOORE in the)
presence of)

Charlie Moore
.....
Charlie Moore

.....
Witness)

Name Shaun Berg)
Address Level 12, 126 Flinders Street)
ADELAIDE SA 5000)
Occupation Solicitor)

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said FREDRICK BROWN in the)
presence of)

F. Brown
.....
Fredrick Brown

.....
Witness)

Name Michael Steele)
Address Level 12, 126 Flinders Street)
ADELAIDE SA 5000)
Occupation Solicitor)

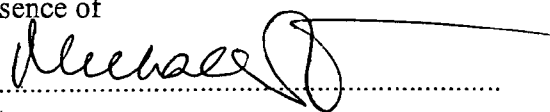
SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **LESLIE HARRIS** in the)
presence of)

.....)
Witness)

Name Luke Rowley)
Address Level 12, 126 Flinders Street)
ADELAIDE SA 5000)
Occupation Solicitor)


.....
Leslie Harris

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **AARON PATERSON** in the)
presence of)


.....)
Witness)


Name Michael Steele)
Address Level 12, 126 Flinders Street)
ADELAIDE SA 5000)
Occupation Solicitor)


.....
Aaron Paterson

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **ANITA PATERSON** in the)
presence of)

.....)
Witness)

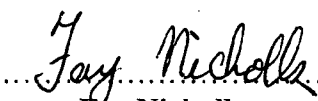
Name Michael Steele)
Address Level 12, 126 Flinders Street)
ADELAIDE SA 5000)
Occupation Solicitor)


.....
Anita Paterson

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **FAY NICHOLLS** in the)
presence of)

.....)
Witness)

Name Shaun Berg)
Address Level 12, 126 Flinders Street)
ADELAIDE SA 5000)
Occupation Solicitor)


.....
Fay Nicholls

SIGNED SEALED AND DELIVERED for)
and on behalf of each member of the Native Title)
Party by the said **THERESA BOTTRELL** in)
the presence of)

..... *Sh Berg*)
Witness)

Name Shaun Berg)
Address Level 12, 126 Flinders Street..)
ADELAIDE SA 5000)
Occupation Solicitor)

Theresa Bottrell
.....
Theresa Bottrell

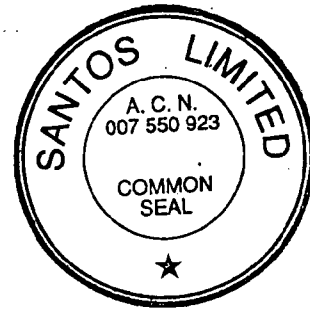
~~THE COMMON SEAL of SANTOS LIMITED~~)
was affixed hereto in accordance with its)
Constitution in the presence of:)

John Charles Ellice-Flint)
.....)
(Director))

JOHN CHARLES ELLICE-FLINT)
.....)
(Print name of Officer))

Michael George Roberts)
.....)
(Director/Secretary))

MICHAEL GEORGE ROBERTS)
.....)
(Print name of Officer))



Common Seal

THE COMMON SEAL of the
YANDRUWANDHA YAWARRAWARRKA
TRADITIONAL LAND OWNERS
(ABORIGINAL CORPORATION) was
affixed hereto in accordance with its
Constitution in the presence of:

Gloria S. Patterson
.....
(Gloria Patterson - Member)

Aaron Patterson
.....
(Aaron Patterson - Member)

J.P. Harris
.....
(James Harris - Member)

Shirley M. Harris
.....
(Shirley Harris - Member)

Patrick Ferguson
.....
(Patrick Ferguson - Member)

Sneider L. Brown
.....
(Sneider Brown - Member)

Charlie Moore
.....
(Charlie Moore - Member)

.....
(- Member)



Common Seal

SCHEDULE 1 : THE LICENCE APPLICATION AND MAP OF THE LICENCE AREA



**PRIMARY INDUSTRIES
AND RESOURCES SA**

**APPLICATION FOR PETROLEUM EXPLORATION LICENCE
PETROLEUM ACT, 1940 (SECTION 7)**

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

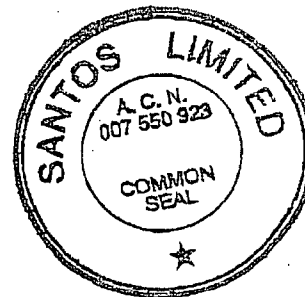
We, Santos Limited, ABN 80 007 550 923, Level 29, 91 King William Street Adelaide, in the State of South Australia hereby make application for the grant of a petroleum exploration licence in respect of the area described hereunder:

DESCRIPTION OF AREA

Block	Tick here	Approximate area	
		km ²	Acres
CO2000-G*	<input checked="" type="checkbox"/>	956	236,232

Details in support of the application and the application fee of \$2,362 are attached.

THE COMMON SEAL of SANTOS LIMITED)
was hereunto affixed in the presence of:)



[Handwritten signature]
Secretary

[Handwritten signature]
Director

Dated this 27th day of September 2000

CLOSING DATE: BLOCKS CO2000-F TO H: 4.00 PM ON THURSDAY 28 SEPTEMBER 2000

SEND APPLICATIONS MARKED 'CONFIDENTIAL - CONTAINS PEL APPLICATION' TO:
Director, Petroleum Group
Primary Industries and Resources SA
Level 7, 101 Grenfell St
Adelaide SA 5000
AUSTRALIA.