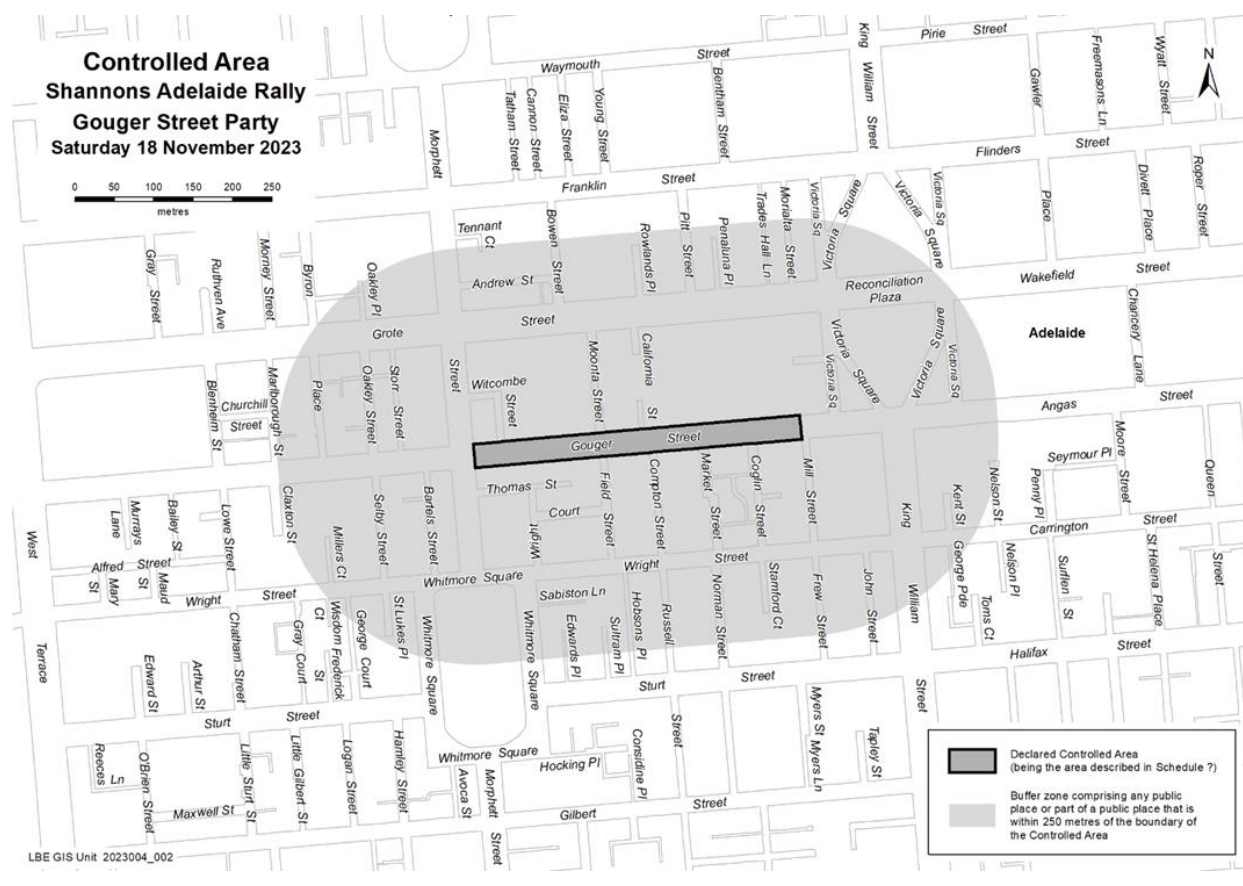


INDEX OF DOCUMENTS HELD ON THE PUBLIC REGISTER FOR PETROLEUM PRODUCTION LICENCE PPL 278

Petroleum Production Licence PPL 278 emanated from Petroleum Retention Licence PRL 201. For related documents, please refer to the Licence Register for PRL 201.

1. 11 October 2023 Grant of Petroleum Production Licence PPL 278.
(Varanus South Gas Field)
Interests:
Santos QNT Pty Ltd 60%
Drillsearch (513) Pty Limited 40%
2. 11 October 2023 Deed pursuant to Section 31 of the Native Title Act 1993 dated 4 September 2012 between the Licensee, the Minister and the Dieri Native Title holders is hereby entered on the public register.
3. 11 October 2023 Memorandum entering PPL 278 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

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°45'45"S GDA2020 and longitude 140°02'52"E AGD66, thence east to longitude 140°03'25"E GDA2020,
 south to latitude 27°45'50"S GDA2020, east to longitude 140°03'45"E GDA2020,
 south to latitude 27°46'00"S GDA2020, east to longitude 140°03'55"E GDA2020,
 south to latitude 27°46'15"S GDA2020, east to longitude 140°04'00"E GDA2020,
 south to latitude 27°46'50"S GDA2020, east to longitude 140°04'05"E GDA2020,
 south to latitude 27°47'00"S GDA2020, east to longitude 140°04'15"E GDA2020,
 south to latitude 27°47'20"S AGD66, west to longitude 140°03'40"E AGD66,
 south to latitude 27°47'50"S AGD66, west to longitude 140°03'30"E AGD66,
 south to latitude 27°48'00"S GDA94, west to longitude 140°02'50"E AGD66,
 north to latitude 27°48'00"S AGD66, east to longitude 140°03'10"E AGD66,
 north to latitude 27°47'50"S AGD66, east to longitude 140°03'20"E AGD66,
 north to latitude 27°47'25"S GDA2020, east to longitude 140°03'35"E GDA2020,
 north to latitude 27°46'30"S GDA2020, west to longitude 140°03'20"E GDA2020,
 south to latitude 27°46'40"S GDA2020, west to longitude 140°03'14"E GDA2020,
 south to latitude 27°47'10"S AGD66, west to longitude 140°02'05"E GDA2020,
 north to latitude 27°47'00"S GDA94, east to longitude 140°02'05"E GDA94,
 north to latitude 27°46'55"S GDA94, east to longitude 140°02'10"E GDA94
 north to latitude 27°46'50"S GDA94, east to longitude 140°02'25"E GDA94
 north to latitude 27°46'20"S GDA94, west to longitude 140°02'25"E GDA2020
 north to latitude 27°46'00"S AGD66, east to longitude 140°02'52"E AGD66 and north to the point of commencement.

AREA: 6.64 square kilometres approximately

Dated: 11 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 279*

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 km²	Reference
PPL 279	Santos Limited	Cooper Basin	1.17	MER-2023/0089

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°28'19"S GDA2020 and longitude 140°24'20"E GDA94, thence east to longitude 140°24'50"E GDA2020,
 south to latitude 28°28'36"S GDA2020, west to longitude 140°24'38"E GDA2020,
 south to latitude 28°28'51"S GDA2020, west to longitude 140°24'00"E GDA2020,
 north to latitude 28°28'30"S GDA94, east to longitude 140°24'00"E GDA94,
 north to latitude 28°28'20"S GDA94, east to longitude 140°24'20"E GDA94 and north to the point of commencement.

AREA: 1.17 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

PLANNING, DEVELOPMENT AND INFRASTRUCTURE ACT 2016**NOTICE UNDER SECTION 42***Practice Direction**Preamble*

The State Planning Commission may issue a practice direction for the purposes of this Act.

A practice direction may specify procedural requirements or steps in connection with any matter arising under this Act.

A practice direction may be varied by the State Planning Commission from time to time by a further instrument notified in the Gazette and published on the South Australian Planning Portal.

NOTICE

PURSUANT to section 42 (4) of the *Planning, Development and Infrastructure Act 2016*, I, Stuart Moseley, Acting Chair of the State Planning Commission,

- vary the State Planning Commission Practice Direction 14 – Site Contamination Assessment 2021.
- fix the day on which this varied practice direction is published on the South Australian Planning Portal as the day on which the varied practice direction will come into operation.

Dated: 9 October 2023

STUART MOSELEY
 Acting Chair of the State Planning Commission

Petroleum and Geothermal Energy Act 2000
S.115

MEMORANDUM

PETROLEUM PRODUCTION LICENCE
PPL 278

1. Petroleum Production Licence (PPL) 278 (emanating from petroleum retention licence PRL 201) granted on 11 October 2023 is hereby entered on the public register.
2. Interests in the licence are:

Santos QNT Pty Ltd	60%
Drillsearch (513) Pty Limited	40%
3. Deed pursuant to Section 31 of the *Native Title Act 1993* dated 4 September 2012 between the Licensee, the Minister and the Dieri Native Title holders is hereby entered on the public register.



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

Date: 11 October 2023

Ref: MER-2023/0080

Petroleum and Geothermal Energy Act 2000

PETROLEUM PRODUCTION LICENCE

PPL 278

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 QNT Pty Ltd
ACN 083 077 196

Drillsearch (513) Pty Limited
ACN 159 824 218

(hereinafter referred to as the 'Licensees') 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 11 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 Licensees are 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 Licensees 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 Licensees shall during periods determined by the Minister, lodge and maintain with the Minister, in the form acceptable to the Minister, for the satisfaction of obligations arising under the Act or this licence, a security 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 Licensees on any cash Security.
 - 4.3 All charges incurred by the Licensees in obtaining and maintaining the Security shall be met by the Licensees.
 - 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 Licensees.
5. The Licensees must:
- (a) upon commencement of regulated activities under this licence, maintain in force during the term of this licence public liability insurance to cover regulated activities under this licence (including sudden and accidental pollution) in the name of the Licensees for a sum not less than twenty million dollars (\$20,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (b) maintain in force during the drilling of any well or operation in any well, control of well insurance in the name of the Licensees for a sum not less than ten million dollars (\$10,000,000.00) or such greater sum as specified by the Minister, and make such amendments to the terms and conditions of the insurance as the Minister may from time to time require;
 - (c) upon request by the Minister, provide the Minister with a cover note or certificate of currency of each insurance policy referred to in paragraphs (a) and (b).
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 Licensees to transfer or accept liability for any well or facility constructed for the purpose of undertaking a regulated activity under the *Petroleum Act 1940* or 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 Licensees shall upon production of a regulated resource from the licence area, comply with its obligations under Clause 8 of the Deed dated 4 September 2012 between the Licensees, the Minister and the Dieri People native title holders, entered into for the purposes of Section 31 of the *Native Title Act 1993*.

Date: 11 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 LICENSEES:

EXECUTED for an on behalf of Santos QNT Pty Ltd (ACN 083 077 196)
by its authorised representative in the presence of:

Attorney



.....
Signature of Authorised Representative
Attorney



.....
Signature of Witness

PATRICIA KAREN SAVAGE

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

CAYNE HYDE

.....
[Print Name of Witness]

EXECUTED by Drillsearch (513) Pty Limited (ACN 159 824 218)
in accordance with Section 127 of the
Corporations Act 2001:



.....
Signature of Director



.....
Signature of ~~Director~~/Secretary*

.....
Anne-Marie Barbaro
[Print Name of Director]

.....
David Lim
[Print Name of ~~Director~~/Secretary*]
(*delete the inapplicable)

THE SCHEDULE
PETROLEUM PRODUCTION LICENCE

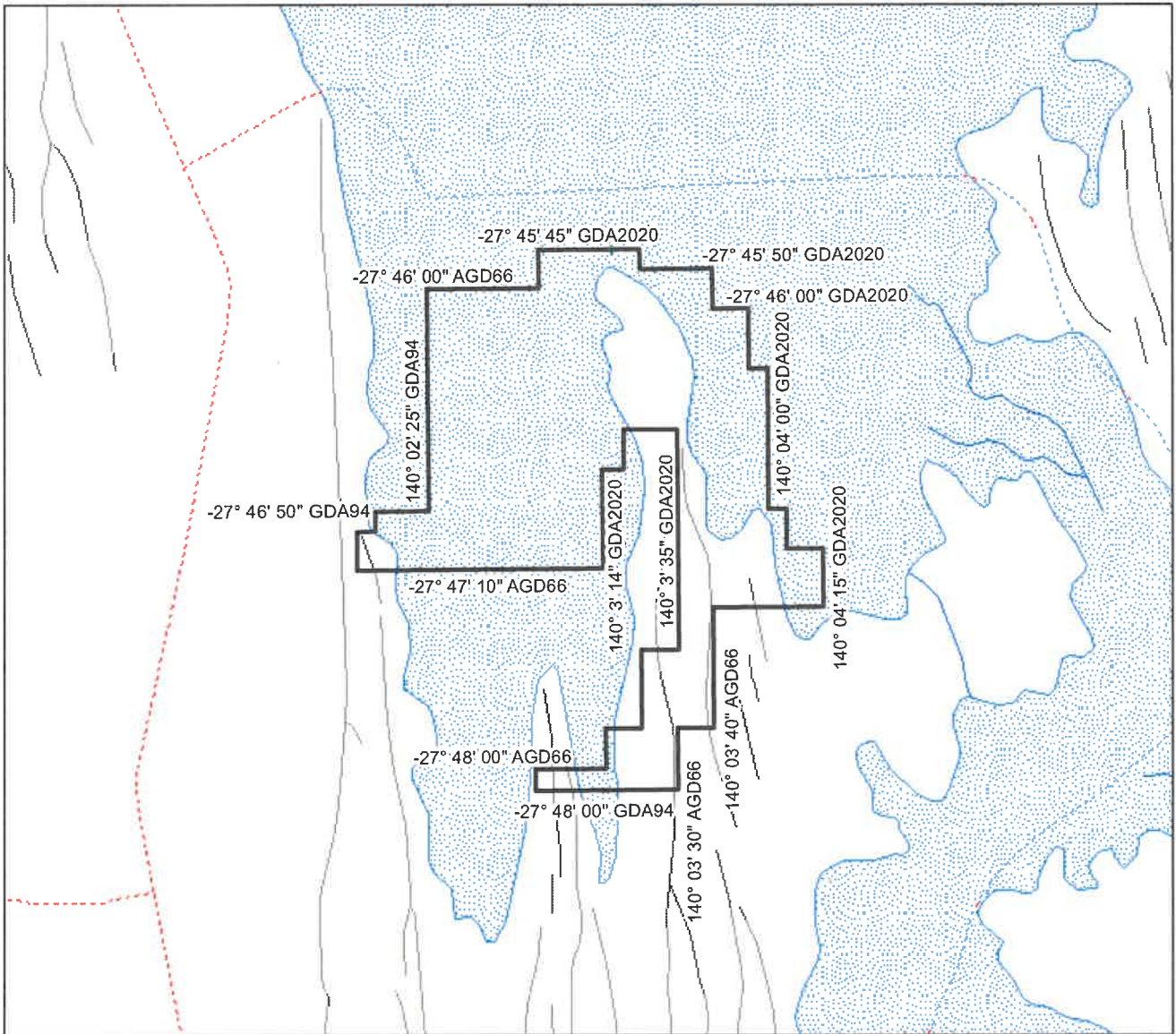
PPL 278

Description of Area

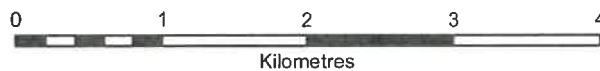
All that part of the State of South Australia, bounded as follows:

Commencing at a point being the intersection of latitude 27°45'45"S GDA2020 and longitude 140°02'52"E AGD66, thence east to longitude 140°03'25"E GDA2020, south to latitude 27°45'50"S GDA2020, east to longitude 140°03'45"E GDA2020, south to latitude 27°46'00"S GDA2020, east to longitude 140°03'55"E GDA2020, south to latitude 27°46'15"S GDA2020, east to longitude 140°04'00"E GDA2020, south to latitude 27°46'50"S GDA2020, east to longitude 140°04'05"E GDA2020, south to latitude 27°47'00"S GDA2020, east to longitude 140°04'15"E GDA2020, south to latitude 27°47'20"S AGD66, west to longitude 140°03'40"E AGD66, south to latitude 27°47'50"S AGD66, west to longitude 140°03'30"E AGD66, south to latitude 27°48'00"S GDA94, west to longitude 140°02'50"E AGD66, north to latitude 27°48'00"S AGD66, east to longitude 140°03'10"E AGD66, north to latitude 27°47'50"S AGD66, east to longitude 140°03'20"E AGD66, north to latitude 27°47'25"S GDA2020, east to longitude 140°03'35"E GDA2020, north to latitude 27°46'30"S GDA2020, west to longitude 140°03'20"E GDA2020, south to latitude 27°46'40"S GDA2020, west to longitude 140°03'14"E GDA2020, south to latitude 27°47'10"S AGD66, west to longitude 140°02'05"E GDA2020, north to latitude 27°47'00"S GDA94, east to longitude 140°02'05"E GDA94, north to latitude 27°46'55"S GDA94, east to longitude 140°02'10"E GDA94, north to latitude 27°46'50"S GDA94, east to longitude 140°02'25"E GDA94, north to latitude 27°46'20"S GDA94, west to longitude 140°02'25"E GDA2020, north to latitude 27°46'00"S AGD66, east to longitude 140°02'52"E AGD66 and north to the point of commencement.

AREA: **6.64** square kilometres approximately



SCALE 1:50,000



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 Australian Geodetic Datum (AGD 66), Geocentric Datum of Australia (GDA94), Geocentric Datum of Australia (GDA2020) and the schedule.

THE PLAN HEREINBEFORE REFERRED TO

PETROLEUM PRODUCTION LICENCE NO: 278

**THE HONOURABLE TOM KOUTSANTONIS,
MINISTER FOR MINERAL RESOURCES AND ENERGY**

DIERI NATIVE TITLE HOLDERS

GREAT ARTERISAN OIL AND GAS PTY LTD

DEED PURSUANT TO SECTION 31
of the
NATIVE TITLE ACT 1993



DEED

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

Date	4 September July 2012
Parties	
1	HONOURABLE TOM KOUTSANTONIS MINISTER FOR MINERAL RESOURCES AND ENERGY of Level 8, Terrace Towers 178 North Terrace Adelaide South Australia 5000 for and on behalf of the State of South Australia, (the " State ")
2	Great Artesian Oil and Gas Pty Ltd of c/o Drillsearch Energy Limited, Level 16, 55 Clarence Street, Sydney New South Wales 2000 (" Company ")
3	Edward Lander, Rhonda Gepp-Kennedy, Name Withheld for Cultural Reasons,, Sylvia Stuart, Irene Kemp and David Mungerannie , for and behalf of the Dieri Native Title Holders c/o Camatta Lempens, Level 1, 345 King William Street Adelaide South Australia 5000 (the " Native Title Holders ")
4	Dieri Aboriginal Corporation c/o PO Box 607, Port Augusta South Australia (the " Association ")

Recitals

WHEREAS:

- A. The Company is the applicant for the grant of Petroleum Exploration Licence/s under the Petroleum Act in respect of Petroleum Exploration Licence Application number 513 ("the **PELA/s**") in respect of the areas described in Schedule 1 and seeks the issue of the Licence/s pursuant to the Petroleum Act;
- B. If grant of the Licence/s affects native title it will be a future act as defined in the Native Title Act;
- C. The State has caused a Notice to be published pursuant to Subdivision P, Division 3 of Part 2 of the Native Title Act ("**Right to Negotiate Provisions**") on 16 December 2009 advising of the State's intention to grant Licence/s in respect of the PELA/s pursuant to the Petroleum Act.
- D. The Native Title Holders hold native title over land and waters within the Licence Area as determined in the Federal Court of Australia in Federal Court file number SAD 6017 of 1998 by consent of the parties thereto on 1 May 2012;

DEED

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

- E. The members of the Association applied for and have been incorporated under the *Aboriginal Councils Associations Act 1976 (Commonwealth)* as the Dieri Aboriginal Corporation;
- F. The area of the Native Title Determination relates to or affects all or some portion of the PELA/S as more particularly identified on the map attached as Schedule 1;
- G. The parties have negotiated in good faith under Right to Negotiate Provisions in relation to the State's intention to grant the Licence/s;
- H. The issuing of the Licence/s is subject to the non-extinguishment principle, as defined in section 238 of the Native Title Act;
- I. If the Licence/s are issued to the Company in accordance with the Petroleum Act it is the intention of the parties that the grant of the Licence/s, and any work done pursuant to them, affects any native title rights and interests held by the Native Title Holders, if at all, only to the extent necessary for the grant of the Licence/s and carrying out work pursuant to them, and it is the further intention of the parties that in any event, the grant of the Licence/s and activities under them will not extinguish or permanently affect such rights and interests; and
- J. Following negotiations in good faith between the parties, the Native Title Holders have agreed to the grant of the Licence/s to the Company on the terms set out in this Deed.

NOW IT IS AGREED as follows.

1. Interpretation

- 1.1 In this Deed, and in the Recitals, Schedules and the Annexures to the Schedules, unless the contrary intention appears:
- (a) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
 - (b) The singular includes the plural and vice versa and reference to a gender includes each other gender;
 - (c) A reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;
 - (d) A reference to a recital, clause, schedule or annexure is to a recital, clause schedule or annexure of or to this Deed;
 - (e) Recitals, Schedules and the Annexures to the Schedules form part of this Deed;
 - (f) A reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time;
 - (g) A reference to any party to this Deed includes that party's executors, administrators, substitutes, successors and permitted assigns;
 - (h) Where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
 - (i) "Business Day" means:
 - (1) for receiving a notice under clause 15, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is sent; and
 - (2) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public holiday in South Australia, Australia;
 - (j) An agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally unless otherwise stated herein;
 - (k) A reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them;

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

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

2. Definitions

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

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

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

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

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

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

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

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

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

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

"Licence" means any licence able to be issued under the Petroleum Act as amended from time to time, including the exploration licence further described in Schedule 1;

"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 Determined Land and the subject of a Licence Application and subsequent to the grant of the Licence/s the area for the time being the subject of a Licence **PROVIDED** that, where at any time part of such area

ceases to be the subject of a Licence, that area thereupon ceases to form a part of the Licence Area;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Title Act;

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

"Subsequent licence" means the grant within the Licence Area of any:

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

3. COMMENCEMENT AND TERM

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

4. AUTHORITY TO ENTER INTO DEED

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

- (a) all necessary actions have been taken in accordance with its constitution and by-laws to enter into this Deed; and
- (b) this Deed is valid, binding and enforceable in accordance with its terms against it.

5. THE LICENCE/S

5.1 The Native Title Holders and the Association:

- (a) agree to the grant of Licence/s by the Minister to the Company pursuant to the Petroleum Act and to the Company exercising its rights and entitlements and discharging its obligations under the Licence/s in accordance with and subject to any conditions imposed by:
 - (1) the Petroleum Act;
 - (2) any Applicable Law; and
 - (3) this Deed;
- (b) covenants not to lodge or make any objection to any grant of Licence/s to the Company in respect to the Licence Area pursuant to the Petroleum Act unless the Company is and remains in breach of an Essential Term;

5.2 The Negotiation Parties acknowledge that:

- (a) the non-extinguishment principle, as defined in section 238 of the Native Title Act, applies to the grant of any Licence, and to any work done pursuant to any Licence;
- (b) the grant of a Licence and any work done pursuant to a Licence affects any native title rights and interests held by the Native Title Holders, if at all, only to the extent necessary for the grant of the Licence and carrying out work pursuant to the Licence; and
- (c) this Deed is evidence of an agreement obtained for the purpose of section 31(1)(b) of the Native Title Act.

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

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

6. NATIVE TITLE ACT

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

7. ADMINISTRATION PAYMENT

- 7.1 For better facilitating the administration of this Deed, the Company will pay to the Association the following administration payments on the terms set out in this clause 7.
- 7.2 Where the Company holds a PEL that is renewable for one (1) further term only, the annual administration fee payable for each PEL will be:
- (a) twelve percent (12%) of the Maximum Administration Fee for each year of the first five (5) year term; and
 - (b) and eight percent (8%) of the Maximum Administration Fee for each year of the second five (5) year term.
- 7.3 Where the Company holds a PEL that is renewable for two (2) further terms the annual administration fee payable for each PEL will be:
- (a) twelve percent (12%) of the Maximum Administration Fee for each year of the first five (5) year term; and
 - (b) four percent (4%) of the Maximum Administration Fee for each year of the second and third five (5) year terms.
- 7.4 If a PEL is suspended pursuant to section 90 of the Petroleum Act:
- (a) the State will give notice of the suspension to the Native Title Holders by providing them with a duplicate copy of the notice of suspension at the same time such notice is provided to the Company; and
 - (b) the anniversary date on which the annual payment would normally fall due will be extended by the term of the suspension.

- 7.5 The Maximum Administration Fee per PEL will be one hundred and fifty thousand dollars (\$150,000).
- 7.6 The payments referred to in clauses 7.2 and 7.3 shall be adjusted annually in accordance with any increase in the CPI (all groups) for Adelaide, South Australia occurring in the twelve month period immediately prior to such payment falling due.
- 7.7 The first payment shall be made within seven (7) days of receipt of a tax invoice from the Association upon the grant of the PEL(s) to the Company.
- 7.8 Subject to clause 7.4, thereafter each annual payment shall be made within seven (7) days following the anniversary of the date of grant of the PEL(s).
- 7.9 Where a Licence Area is not entirely located within the Determined Land each amount payable under this clause shall be calculated rateably in like proportion as the Determined Land within the boundary of the Licence Area bears to the whole of the Licence Area.
- 7.10 Should the proportion which the Determined Land bears to the Licence Area change between the anniversary dates of the PEL, the amount payable according to this clause will be adjusted and paid, refunded or credited (as the case requires) within seven (7) days following the next anniversary of the date of grant of the PEL(s).
- 7.11 Upon the expiry, surrender or relinquishment of the PEL(s) within the Determined Land, the Company's obligation in respect of the payment of the Administration Fee pursuant to this clause 7 shall cease in relation to that PEL.

8. PRODUCTION PAYMENT

8.1 The Company agrees:

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

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

8.3 Each payment by the State shall be made:

- (a) for and on behalf of the Company;
 - (b) within a reasonable time of receipt of the relevant monies in cleared funds; and
 - (c) in full satisfaction and discharge of each respective obligation of the Company arising under clause 8.1.
- 8.4 Each amount payable by the Company under this provision will be calculated and paid in accordance with this provision unless and until an alternative payment scheme is agreed pursuant to clause 8.5 of this clause 8.
- 8.5 In the event the method of calculation contained in the Petroleum Act as at the date hereof is fundamentally changed so as to occasion a material disadvantage to the State in the State's administration of clauses 8.2, 8.3 and 8.4, the Minister may give six (6) calendar months notice in writing to the other parties of the Minister's desire to re-negotiate the method of collection and distribution of monies in terms of this clause 8 in which case the parties must promptly negotiate in good faith in an endeavour to agree an alternative payment scheme acceptable to all the parties.
- 8.6 The receipt by the Association of a payment due under this clause shall be a full and sufficient discharge to the Minister and to the Company for any payments made to the Native Title Holders pursuant to clause 8.
- 8.7 Nothing in this clause is intended to impose on the State a duty to invest any monies collected by the State for distribution to the Association.
- 8.8 The Native Title Holders and the Association agree that the compensation entitlement comprising the monies payable by the Company pursuant to this Deed are in full and final satisfaction of all liabilities, actions, determinations, orders, claims or demands for compensation, damages, restitution, benefits or loss whatsoever, whether arising under any State or Commonwealth statute or at common law or equity or otherwise, which the Native Title Holders may now or in the future have, or but for this Deed might have had, against the Company and/or the State and/or their respective employees, officers, agents or contractors in connection with any actual and/or potential extinguishment of, and/or effect or impact on, any native title or claimed native title of the Native Title Holders in consequence of or arising out of or in relation to the Licence/s and the exercise of rights or the discharge of obligations by the Company under the Licence/s ("**Compensation Entitlements**").
- 8.9 The Native Title Holders and the Association release the Company and the State from, and acknowledge that this Deed may be pleaded as an absolute bar against, all such Compensation Entitlements, liabilities, actions, claims or demands.

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

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

9. ABORIGINAL HERITAGE PROTECTION

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

- (a) certain terms and conditions with which the Company has agreed to abide by in the course of carrying out the Project on the Licence Area; and
- (b) the methodology for the preservation and protection of Areas of Significance.

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

10. STATE NOT LIABLE FOR SCHEDULE 4 PROVISIONS

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

11. DEED NOT CONDITION OF GRANT

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

12. ENVIRONMENTAL PROTECTION AND REHABILITATION

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

13. ASSIGNMENT

- 13.1 Subject to clause 13.2, the Company may at its absolute discretion assign, transfer or novate the whole or part of its interests in this Deed.
- 13.2 If the Company assigns, transfers the whole or part of an interest in a Licence, the Company will procure that the party thereby acquiring that interest in the Licence enters into a deed of assumption in substantially the same form as the draft deed contained in Schedule 5 of this Deed whereby the incoming party covenants to assume the obligations of the Company with regard to the other parties, and to be bound by the terms and conditions of this Deed as if it were a party to this Deed to the extent of the interest so acquired by the incoming party, and the Company will be released to the same extent of the interest so acquired by the incoming party.
- 13.3 In the event that a Body Corporate is incorporated in substitution for the Association ("**New Body Corporate**"), the Native Title Holders shall procure that the New Body Corporate immediately upon its incorporation, execute a Deed Poll, in a form reasonably acceptable to the Company and the State, 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.
- 13.4 In the event that a Body Corporate other than the Association is notified to the Federal Court of Australia as the Prescribed Body Corporate for the purposes of section 57(2) of the Native Title Act then:
- (a) the Native Title Holders and the Association must use their respective best endeavours to ensure that the Prescribed Body Corporate becomes a party to this Deed in place of the Native Title Holders and the Association and assumes the rights and obligations of the Native Title Holders and of the Association under this Deed;
 - (b) the parties (other than the Native Title Holders) to this Deed consent to the Prescribed Body Corporate becoming a party to this Deed and assuming the rights and obligations of the Native Title Holders and of the Association;
 - (c) each of the parties to this Deed must sign such documents and do such things as are necessary to give effect to the provisions of this clause.
- 13.5 Nothing in this Deed obviates any statutory requirement for prior approval of the Minister in relation to any assignment, transfer or novation.

14. NOTICES

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

The State's address:

The Minister for Mineral Resources and Energy
c/- Executive Director, Energy Resources
Division
Department for Manufacturing, Innovation,
Trade, Resources and Energy
Level 7, 101 Grenfell Street
Adelaide SA 5000
Email address: Dmitre.petroleum@sa.gov.au
Telephone number: +61 8 8463 3024
Facsimile number: +61 8 8463 3229

Company's address:

Great Artesian Oil and Gas Pty Ltd
c/o Drillsearch Energy Limited
Level 16, 55 Clarence Street
Sydney NSW 2000
Facsimile number: (02) 9249 9630

Dieri Registered Native
Title Holders address:

c/- Camatta Lempens Pty Ltd Solicitors,
345 King William Street Adelaide SA 5000
Email address:
Skenny@camattalempens.com.au
Telephone number: +61 8 8410 0211
Facsimile number: +61 8 8410 0566

The Association's
address:

PO Box 607
Port Augusta
South Australia SA 5700
Telephone number: +61 8 8642 2638

- 14.2 In the event that any party changes its address for notices that party must advise the other parties in writing within seven (7) days of its new address, and from that time all parties must address any notices to the new address.
- 14.3 To facilitate the giving of notice, the Native Title Holders shall give written notice within 7 days of the change in particulars or address of the Association to the State and the Company.

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

15. **GOVERNING LAW**

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

16. **COUNTERPARTS**

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

17. **SIGNING FEE AND GENERAL**

- 17.1 Each party agrees, at its own expense, on the request of another party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- 17.2 The Company will contribute to the Native Title Holders' reasonable legal and other costs and expenses in connection with the preparation and completion of this Deed. The State and the Company will pay their own legal and other costs and expenses in connection with the preparation and completion of this Deed, except for Stamp Duty (if any) which will be borne and paid by the State.
- 17.3 Subject to clause 17.4, in consideration of the Native Title Holders entering into this Deed and as a special non-recurrent payment (which includes consideration for the grant of any Subsequent licence), the Company agrees to pay the sum of seventy five thousand dollars (\$75,000) to the Association for each PEL within 7 Business Days after the Commencement Day.
- 17.4 Where a Licence Area is not entirely located within the Determined Area the amount payable under clause 18.3 shall be calculated rateably in like proportion as the Determined Area within the boundary of the Licence Area bears to the whole of the Licence Area.
- 17.5 Where the payment to be made by the Company pursuant to this Deed ("**Payment**") constitutes consideration for a taxable supply by the Native Title Holders:

- (a) the amount of the Payment shall be increased by, and the Company shall pay, an additional amount calculated by multiplying the amount of the Payment by the Prevailing GST Rate which is currently 10%; and
- (b) the additional amount must be paid at the same time and in the same manner as the Payment to which it relates

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

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

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

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

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

17.10 In this clause 17:

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

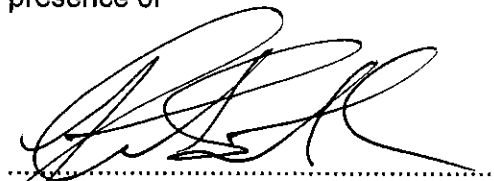
17.11 No modification, variation or amendment of this Deed shall be of any force unless in writing and executed by each party. No waiver by a party of any of the provisions of this Deed shall be binding unless made in writing and any such waiver shall relate only to the specific matter, non-compliance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

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

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

EXECUTED by the parties as a Deed.

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


.....)
Witness)

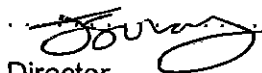
Name: Tom Corrick-Smith)

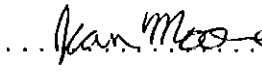
Address:)

Occupation:)



Executed by
The ~~COMMON SEAL~~ of Great Artesian
Oil and Gas Pty Ltd was ~~affixed~~ in
accordance with its constitution in the
presence of: *Section 127 of the Corporations Act 2001*


..... JOHN WHALEY
Director


.....
~~Director~~/Secretary SEAN MOORE

SIGNED by Edward Lander

in the presence of:

.....

Witness

.....
STEPHEN KENNY

Witness Full Name

.....
E Lander

SIGNED by Rhonda Kennedy-Gepp in

the presence of:

.....

Witness

Witness Full Name

.....
Rhonda Kennedy Gepp

SIGNED by Sylvia Stuart in the

presence of:

.....

Witness

Witness Full Name

.....
S Stuart

SIGNED by Irene Kemp in the presence

of:

.....

Witness

Witness Full Name

.....
Irene Kemp

SIGNED by David Mungerannie in the presence of:

.....
Witness

D. Mungerannie.....

Witness Full Name

THE COMMON SEAL of the Association was hereunto affixed in accordance with its constitution In the presence of

Kaylene Kemp
Member

Print name: Kaylene Kemp

W.D.
Member

Print name: KILLIAN DAWSON

Mandy Tuipulotu
Member

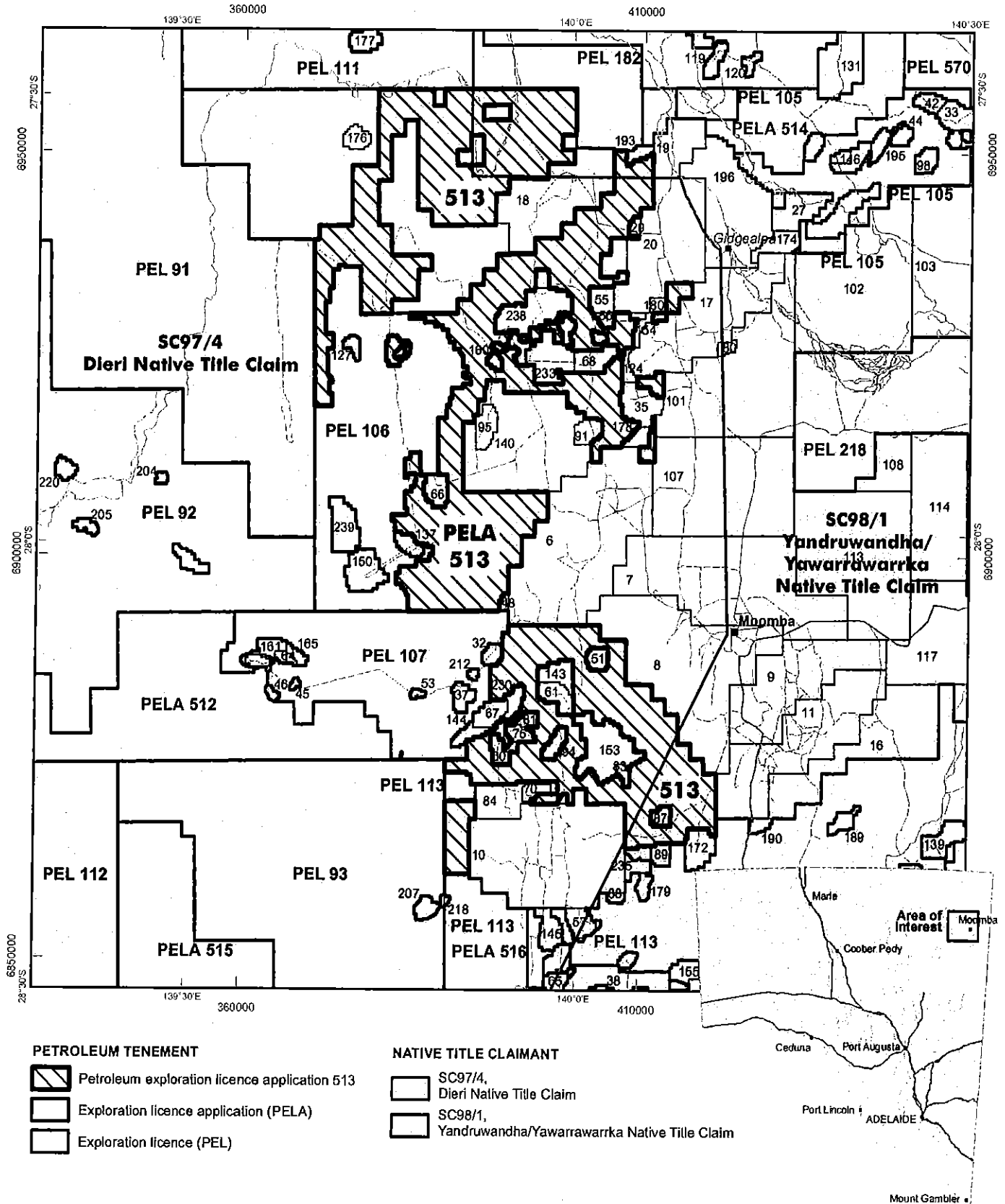
Print name: MANDY TUIPULOTU



SCHEDULE 1: MAP OF LICENCE AREA



NATIVE TITLE CLAIMANTS over PETROLEUM EXPLORATION LICENCE APPLICATION 513



Production details

Produced by: MER Publishing Services

Plan number: 204071-023

Date produced: October 2011

Data source: databases maintained by PIRSA Spatial Information Services

0 5 10 15 20 25 Kilometres

Datum GDA 94 - Projection MGA Zone 54

Disclaimer

There is no warranty that this map is free from errors or omissions. Issued under the authority of the Hon Tom Koutsantonis MP. Selected data on this map are available digitally and can be downloaded from www.pir.sa.gov.au

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SCHEDULE 2 : THE DIERI NATIVE TITLE DETERMINATION

ORDER ENTERED

No: SAD 6017/1998

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

EDWARD LANDER and others/another named in the schedule
Applicant

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

ORDER

JUDGE: Mansfield J
DATE OF ORDER: 1 May 2012
WHERE MADE: Marree Station

THE COURT NOTES THAT:

- A** The Applicant first lodged Native Title Determination Application No. SAD 6017 of 1998 (the Application) with the National Native Title Tribunal on 21 August 1997 in relation to lands and waters in northern South Australia which are now the subject of a proposed determination of native title. The Application was referred to the Federal Court of Australia on 30 September 1998.
- B** The Applicant, the State of South Australia and the other respondents have reached an agreement as to the terms of a determination of native title to be made in relation to the whole of the land and waters covered by the Application. They have filed with this Court, pursuant to section 87 of the *Native Title Act 1993* (Cth) (the *Native Title Act*), an agreement in writing to seek the making of consent orders for a determination.

- C** The State of South Australia asserts that the Vesting (as defined in paragraph 1 (b)) of those parts of the Determination Area in the Crown listed in *Schedule 4* (“the *Schedule 4 Areas*”) means that the exercise of all native title rights and interests in relation to those areas (whether exclusive or non-exclusive) was suppressed at the date of the Vesting, pursuant to the non-extinguishment principle established by the Native Title Act. Accordingly, all native title rights and interests in the *Schedule 4 Areas* remain suppressed for as long as those areas remain vested in the Crown under the *National Parks and Wildlife Act 1972* (“the NPWA”) or other relevant State legislation.
- D** The Applicants assert with regard to the *Schedule 4 Areas* that some native title rights are not suppressed by the Vesting but acknowledge the operation of the non-extinguishment principle provided for in the *Native Title Act*.
- E** The Parties have agreed to the following orders in relation to the native title rights and interests, reflecting (insofar as those orders relate to the *Schedule 4 Areas*) a compromise of the issue addressed in Recitals C and D.
- F** The parties acknowledge that the effect of the making of the determination will be that the members of the native title claim group, in accordance with the traditional laws acknowledged and the traditional customs observed by them, will be recognised as the native title holders for the Determination Area as defined by Paragraph 3 of this Order.
- G** The parties have requested that the Court determine the proceedings without a trial.

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

THE COURT ORDERS, DECLARES AND DETERMINES BY CONSENT THAT:

Interpretation & Declaration

- 1 In this determination, including its schedules:
 - (a) unless the contrary intention appears, the words and expressions used have the same meaning as they are given in Part 15 of the *Native Title Act*;

- (b) "the Vesting" means the vesting of a Park or Reserve in the Crown pursuant to the NPWA as listed in *Schedule 4*; and
 - (c) in the event of an inconsistency between a description of an area and the depiction of that area on the map in *Schedule 2*, the written description shall prevail.
- 2 Native title exists in the areas described in *Schedule 1* with the exception of those areas described in paragraphs 9, 11, 12, and 14 ("the Determination Area").

Native Title Holders

- 3 Under the relevant traditional laws and customs of the Dieri people, the native title holders comprise those living Aboriginal people who:
- (a) are the descendants of the following apical ancestors:-
 - (i) Ruby Merrick and Tim Maltalinha (also known as Tim Merrick) who are the parents of the sibling set - Martin, Gottlieb, Rebecca, Selma (or Thelma);
 - (ii) Kuriputhanha (known as 'Queen Annie') mother of Karla-warru (also known as Annie);
 - (iii) Mary Dixon (born at Killalpaninna) mother of the sibling set -Dear Dear (known as 'Tear'), Jack Garret, George Mungerannie, Joe Shaw, and Henry;
 - (iv) Bertha mother of the sibling set - Johannes and Susanna;
 - (v) Walter Kennedy husband of Selma (also known as Thelma) nee Merrick;
 - (vi) Florrie wife of Martin Merrick;
 - (vii) Clara Stewart (nee Murray) mother of Eddie Stewart, and;
 - (viii) The man Pinngipania (born at Lake Hope) and the woman Kulibani (born at Kalamarina) who are the parents of Sam Tintibab (or Dindibana Ginjmilina); and
 - (b) identify as Dieri; and

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

Rights And Interests

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

- (a) the right to access and move about the Determination Area;
- (b) the right to hunt and fish on the land and waters of the Determination Area;
- (c) the right to gather and use the natural resources of the Determination Area such as food, medicinal plants, wild tobacco, timber, resin, ochre and feathers but excluding those resources referred to in Paragraph 11;
- (d) the right to share and exchange the subsistence and other traditional resources of the Determination Area;
- (e) the right to use the natural water resources of the Determination Area;
- (f) the right to live, to camp and, for the purpose of exercising the native title rights and interests, to erect shelters on the Determination Area;
- (g) the right to cook on the Determination Area and to light fires for domestic purposes but not for the clearance of vegetation;
- (h) the right to engage and participate in cultural activities on the Determination Area including those relating to births and deaths;
- (i) the right to conduct ceremonies and hold meetings on the Determination Area;
- (j) the right to teach on the Determination Area the physical and spiritual attributes of locations and sites within the Determination Area;

- (k) the right to visit, maintain and protect sites and places of cultural and religious significance to Native Title Holders under their traditional laws and customs on the Determination Area; and
- (l) the right to be accompanied on to the Determination Area by those people who, though not Native Title Holders, are:
 - (i) spouses of native title holders; or
 - (ii) people required by traditional law and custom for the performance of ceremonies or cultural activities on the Determination Area; or
 - (iii) people who have rights in relation to the Determination Area according to the traditional laws and customs acknowledged by the native title holders.

General Limitations

- 5 The native title rights and interests are for personal, domestic and communal use but do not include commercial use of the Determination Area or the resources from it.
- 6 The native title rights and interests described in paragraph 4 do not confer possession, occupation, use and enjoyment of the Determination Area on the native title holders to the exclusion of others.
- 7 Native title rights and interests are subject to and exercisable in accordance with:
 - (a) the traditional laws and customs of the native title holders;
 - (b) the valid laws of the State of South Australia and Commonwealth, including the common law.

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

- 8 Native title does not exist in the areas and resources described in Paragraphs 9, 11, 12 and 14 herein.
- 9 Native title rights and interests do not exist in respect of those parts of the Determination Area being any house, shed or other building or airstrip or any dam or

other stock watering point constructed pursuant to the pastoral leases referred to in Paragraph 15(a) below constructed prior to the date of this determination. These areas include any adjacent land or waters the exclusive use of which is necessary for the enjoyment of the improvements referred to.

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

11 Native title rights and interests do not exist in:

- (a) Minerals, as defined in section 6 of the *Mining Act 1971* (SA); or
- (b) Petroleum, as defined in section 4 of the *Petroleum and Geothermal Energy Act 2000* (SA); or
- (c) a naturally occurring underground accumulation of a regulated substance as defined in section 4 of the *Petroleum and Geothermal Energy Act 2000* (SA), below a depth of 100 metres from the surface of the earth; or
- (d) a natural reservoir, as defined in section 4 of the *Petroleum and Geothermal Energy Act 2000* (SA), below a depth of 100 metres from the surface of the earth; or
- (e) geothermal energy, as defined in section 4 of the *Petroleum and Geothermal Energy Act 2000* (SA) the source of which is below a depth of 100 metres from the surface of the earth.

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

- (i) a geological structure (in whole or in part) on or at the earth's surface or a natural cavity which can be accessed or entered by a person through a natural opening in the earth's surface, is not a natural reservoir;
- (ii) thermal energy contained in a hot or natural spring is not geothermal energy as defined in section 4 of the *Petroleum and Geothermal Energy Act 2000* (SA);

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

- 12 Native title rights do not exist in the areas covered by Public Works (including the land defined in section 251D of the *Native Title Act*) which were constructed, established or situated prior to 23 December 1996 or commenced to be constructed or established on or before that date.
- 13 Public Works constructed, established or situated after 23 December 1996 have had such effect as has resulted from Part 2, Division 3, of the *Native Title Act*.
- 14 Those areas described in *Schedule 3* have been excluded from the Determination Area because native title has been extinguished over them.

Other Interests & Relationship with Native Title

- 15 The nature and extent of other interests to the Determination Area are:
- (a) the interests within the Determination Area created by the following pastoral leases:

Lease name	Pastoral Lease No	Crown Lease
Cannatalkaninna	2188	Volume 1239 Folio 4
Clayton	2397	Volume 1323 Folio 19
Clifton Hills	2387	Volume 1597 Folio 90
Cooryanna	2517	Volume 1595 Folio 43
Cowarie	2389	Volume 1311 Folio 41
Dulkaninna	2135	Volume 1135 Folio 1
Etadunna	2437	Volume 1340 Folio 29

Lease name	Pastoral Lease No	Crown Lease
Gidgealpa	2425	Volume 1333 Folio 38
Goyder Lagoon	2385	Volume 1323 Folio 47
Kalamurina	2412	Volume 1323 Folio 22
Kallakoopah West	2534	Volume 1628 Folio 21
Kanowana	2386	Volume 1323 Folio 48
Kirrakirrinna	2438	Volume 1340 Folio 30
Lake Henry	2401	Volume 1323 Folio 9
Lake Hope	2447	Volume 1353 Folio 13
Lake Letty	2402	Volume 1607 Folio 55
Mulka	2399	Volume 1323 Folio 20
Muloorina	2400	Volume 1319 Folio 15
Mundowdna	2298	Volume 1294 Folio 15
Mungeranie	2407	Volume 1323 Folio 21
Murnpeowie	2519	Volume 1598 Folio 37
Part Clifton Hills	2421	Volume 1597 Folio 92
Peachawarinna	2143	Volume 1257 Folio 18
Saltaparuna	2516	Volume 1595 Folio 79
St Stephens Pond	2256	Volume 1287 Folio 9
Waukatana	2449	Volume 1355 Folio 33
Wilpoorinna	2210	Volume 1287 Folio 6

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

- (d) rights or interests held by reason of the force and operation of the laws of the State or of the Commonwealth;
- (e) the rights to access land by an employee or agent or instrumentality of the State of South Australia, Commonwealth or other statutory authority as required in the performance of his or her statutory or common law duties where such access would be permitted to private land;
- (f) the rights and interests of Telstra Corporation Limited (or its corporate successor):
 - (i) as the owner or operator of telecommunications facilities within the Determination Area;
 - (ii) created pursuant to the *Post and Telegraph Act 1901* (Cth), the *Telecommunications Act 1975* (Cth), the *Australian Telecommunications Corporation Act 1989* (Cth), the *Telecommunications Act 1991* (Cth) and the *Telecommunications Act 1997* (Cth) including rights:
 - (1) to inspect land;
 - (2) to install and operate telecommunication facilities within the Determination Area;
 - (3) to alter, remove, replace, maintain, repair and ensure the proper functioning of its telecommunications facilities, including cabling, customer terminal sites and ancillary facilities; and
 - (4) for its employees, agents or contractors to access its telecommunications facilities in and in the vicinity of the Determination Area in performance of their duties;
 - (iii) under or arising from section 18 of the *Crown Land Management Act 2009* (SA) or section 5 of the *Crown Lands Act 1929* (SA);
 - (iv) under any lease, licences, access agreements or easements relating to its telecommunications facilities in the Determination Area.
- (g) The rights and interests of BHP Billiton Olympic Dam Corporation Pty Ltd:

- (i) in the Indenture (as amended) and ratified by the *Roxby Downs (Indenture Ratification) Act 1982 (SA)*, and rights, powers, privileges and interests comprised in, conferred under or in accordance with or pursuant to that Indenture and the *Roxby Downs (Indenture Ratification) Act 1982 (SA)*;
 - (ii) as the holder of a Special Water Licence over Borefield B (SWL Borefield B) granted pursuant to the Indenture ratified by the *Roxby Downs (Indenture Ratification) Act 1982 (SA)*;
 - (iii) as the owner of easement CT 5514/452; and
 - (iv) for BHP Billiton Olympic Dam Corporation Pty Ltd's employees, agents or contractors to enter the Determination Area to access BHP Billiton Olympic Dam Corporation Pty Ltd's rights and interests and to do all things necessary to exercise those rights and interests in the vicinity of the Determination Area in performance of their duties.
- (h) The rights and interests of the "Producers" as defined by the *Cooper Basin (Ratification) Act 1975 (SA)*:
- (i) as holders of Petroleum Production Licences PPL6, PPL7, PPL8, PPL10, PPL17, PPL18, PPL19, PPL20, PPL29, PPL32, PPL35, PPL37, PPL45, PPL46, PPL47, PPL48, PPL51, PPL52, PPL53, PPL54, PPL55, PPL56, PPL57, PPL60, PPL61, PPL63, PPL64, PPL65, PPL66, PPL67, PPL68, PPL70, PPL75, PPL80, PPL81, PPL83, PPL84, PPL91, PPL94, PPL95, PPL101, PPL107, PPL124, PPL126, PPL127, PPL129, PPL137, PPL140, PPL143, PPL144, PPL145, PPL148, PPL150, PPL153, PPL154, PPL160, PPL161, PPL162, PPL165, PPL175, PPL176, PPL177, PPL178, PPL180, PPL196, PPL230, PPL233 and PPL 238 ("the Producers Petroleum Production Licences") granted pursuant to the *Cooper Basin (Ratification) Act 1975 (SA)*, the *Petroleum Act 1940 (SA)* (repealed) and the *Petroleum and Geothermal Energy Act 2000 (SA)*;
 - (ii) as the owners and operators of flow-lines and other infrastructure reasonably necessary for and incidental to the Producers' Petroleum Production Licences pursuant to the *Cooper Basin (Ratification) Act 1975*

- (SA), the *Petroleum Act 1940* (SA) (repealed) and the *Petroleum and Geothermal Energy Act 2000* (SA);
- (iii) created pursuant to the Cooper Basin (Ratification) Act 1975 (SA), the Petroleum Act 1940 (SA) (repealed) and the Petroleum and Geothermal Energy Act 2000 (SA);
 - (iv) for the Producers' employees, agents or contractors to enter the Determination Area to access the Producers' rights and interests and to do all things necessary to exercise those rights and interests in the vicinity of the Determination Area in performance of their duties.
- (i) The rights and interests of Geodynamics Limited (ACN 095 006 090) ("Geodynamics") and Origin Energy Geothermal Pty Ltd (ACN 128 159 277) ("Origin"):
- (i) as holders of Geothermal Retention Licences GRL 20; GRL 21; GRL 22; GRL 23; and GRL 24 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (ii) created pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iii) for the employees, agents and contractors of Geodynamics and/or Origin to enter the Determination Area to access the rights and interests of Geodynamics and/or Origin and to do all things necessary to exercise those rights and interests in the vicinity of the Determination Area in performance of their duties.
- (j) The rights and interests of Beach Energy Limited (ACN 007 617 969) ("Beach"):
- (i) as holder of Petroleum Production Licences PPL 204; PPL 205; PPL 212; PPL 220; PPL 224 and PPL 239 ("Beach Production Licences") granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (ii) as the holder of Petroleum Exploration Licences PEL 91; PEL 92; PEL 94; and PEL 107 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iii) as the holder of Associated Activities Licences AAL 18; AAL 82; AAL 98; AAL 128, AAL 146; AAL 157; and AAL 162 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);

- (iv) as the owner and operator of flow-lines and other infrastructure reasonably necessary for and incidental to the Beach Production Licences pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (v) as a party to farm in agreements under which Beach has acquired an interest, or has contracted to acquire
 - A. an interest in licences granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA); and/or
 - B. an interest in resources discovered, utilised or recovered under licences granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (vi) created pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (vii) for the employees, agents or contractors of Beach to enter the Determination Area to access the rights and interests of Beach and to do all things necessary or appropriate to exercise those rights and interests in, or in the vicinity of, the Determination Area in performance of their duties;
 - (viii) of access and ingress to and egress from the area of a licence held under the *Petroleum and Geothermal Energy Act 2000* (SA) by authorisation of the licence holder.
- (k) The rights and interests of Permian Oil Pty Ltd (ACN 104 456 386) (“Permian”):
- (i) as one of the holders of Petroleum Production Licences PPL 213 and PPL 214 (Permian Production Licences) granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (ii) as one of the holders of Petroleum Retention Licence PRL 15 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iii) as one of the holders of Petroleum Exploration Licences PEL 87, PEL 104, PEL 111 and PEL 424 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iv) as the owner or operator of flow-lines and other infrastructure reasonably necessary for and incidental to the Permian Production Licences pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);

- (v) created pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (vi) for the employees, agents or contractors of Permian to enter the Determination Area to access the rights and interests of Permian and to do all things necessary or appropriate to exercise those rights and interests in, or in the vicinity of, the Determination Area in performance of their duties;
 - (vii) of access and ingress to and egress from the area of a licence held under the *Petroleum and Geothermal Energy Act 2000* (SA) by authorisation of the licence holder.
- (l) The rights and interests of Victoria Oil Exploration (1977) Pty Ltd (ACN 008 898 431) (“Victoria Oil”):
- (i) as one of the holders of Petroleum Production Licences PPL 213, PPL 214 and PPL 237 (Victoria Oil Production Licences) granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (ii) as one of the holders of Petroleum Retention Licence PRL 15 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iii) as the holder of Petroleum Exploration Licence PEL 88 and as one of the holders of Petroleum Exploration Licences PEL 87, PEL 94, PEL 104, PEL 111, PEL 115, PEL 182 and PEL 424 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iv) as the owner or operator of flow-lines and other infrastructure reasonably necessary for and incidental to the Victoria Oil Production Licences pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (v) created pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (vi) for the employees, agents or contractors of Victoria Oil to enter the Determination Area to access the rights and interests of Victoria Oil and to do all things necessary or appropriate to exercise those rights and interests in, or in the vicinity of, the Determination Area in performance of their duties;

- (vii) of access and ingress to and egress from the area of a licence held under the *Petroleum and Geothermal Energy Act 2000* (SA) by authorisation of the licence holder.
- (m) The rights and interests of Stuart Petroleum Pty Ltd (ACN 059 146 226) (“Stuart Petroleum”):
 - (i) as one of the holders of Petroleum Production Licences PPL 203, PPL 207, PPL 208, PPL 211 and PPL 215 and as the holder of Petroleum Production Licences PPL 209, PPL 217, PPL 218 and PPL 221 (Stuart Production Licences) granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (ii) as the holder of Petroleum Retention Licence PRL 16 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iii) as the holder of Petroleum Exploration Licence PEL 102, PEL 113 and PEL 516 and as one of the holders of Petroleum Exploration Licences PEL 90 and PEL 93, granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iv) as the applicant for, and when granted, holder of Petroleum Exploration Licences PEL 288, PEL 289, PEL 290, PEL 331 and PEL 516 to be granted under the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (v) as the holder of Geothermal Exploration Licences GEL 378, GEL 379, GEL 380, GEL 381, GEL 382, GEL 383, GEL 384, GEL 385, GEL 386, GEL 387, GEL 388 and GEL 389 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (vi) as the applicant for, and when granted, holder of Geothermal Exploration Licences GEL 393, GEL 394, GEL 395, GEL 396, GEL 397, GEL 398, GEL 399, GEL 400, GEL 401, GEL 402, GEL 403, GEL 404, GEL 405 and GEL 406 to be granted under the *Petroleum and Geothermal Energy Act 2000* (SA);

- (vii) as the owner and operator of flow lines and other infrastructure reasonably necessary for and incidental to the Stuart Production Licences pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (viii) created pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (ix) the employees, agents or contractors of Stuart Petroleum to enter the Determination Area to access the rights and interests of Stuart Petroleum and to do all things necessary and appropriate to exercise those rights and interests in, in the vicinity of, the Determination Area in performance of their duties;
 - (x) of access and ingress to and egress from the area of a licence held under the *Petroleum and Geothermal Energy Act 2000* (SA) by authorisation of the licence holder.
- (n) The rights and interests of Stuart Petroleum Cooper Basin Oil Pty Ltd (ACN 130 588 019) (“Stuart Cooper”):
- (i) as defined under the farm in and joint operating agreement with Planet Cooper Basin Pty Limited ACN 139 986 324 (Planet Gas) in Petroleum Exploration Licence PEL 514, which is granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA) and held by Planet Gas;
 - (ii) created pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iii) the employees, agents or contractors of Stuart Cooper to enter the Determination Area to access the rights and interests of Stuart Cooper and to do all things necessary and appropriate to exercise those rights and interests in, in the vicinity of, the Determination Area in performance of their duties;
 - (iv) of access and ingress to and egress from the area of a licence held under the *Petroleum and Geothermal Energy Act 2000* (SA) by authorisation of the licence holder.
- (o) The rights and interests of Impress (Cooper Basin) Pty Ltd (ACN 101 503 780) (“Impress”) and Springfield Oil and Gas Limited (ACN 096 163 594) (“Springfield”):

- (i) as the holders of Petroleum Exploration Licences PEL 104 and PEL 111 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (ii) as the holders of Associated Activities Licences AAL 99; AAL 100; AAL 151; AAL 156; AAL 165 and AAL 169 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iii) created pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iv) for the employees, agents or contractors of Impress and/or Springfield to enter the Determination Area to access the rights and interests of Impress and/or Springfield and to do all things necessary or appropriate to exercise those rights and interests in, or in the vicinity of, the Determination Area in performance of their duties;
 - (v) of access and ingress to and egress from the area of a licence held under the *Petroleum and Geothermal Energy Act 2000* (SA) by authorisation of the licence holder.
- (p) The rights and interests of Cooper Energy Ltd:
- (i) as the holder of Petroleum Exploration Licences PEL 92 and PEL 93 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (ii) as the holder of Petroleum Production Licences PPL 204, PPL 205, PPL 207, PPL 220 and PPL 224 (“Cooper Production Licences”) granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iii) as the holder of Associated Activities Licences AAL 18, AAL 82, AAL 98, AAL 128, AAL 146, AAL 157 and AAL 171 granted pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (iv) created pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (v) as the owner and operator of flow-lines and other infrastructure reasonably necessary for and incidental to the Cooper Production Licences pursuant to the *Petroleum and Geothermal Energy Act 2000* (SA);
 - (vi) for the employees, agents or contractors of Cooper Energy Ltd to enter the Determination Area to access the rights and interests of Cooper Energy

Ltd and to do all things necessary to exercise those rights and interests in the vicinity of the Determination Area in performance of their duties; and

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

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

- (a) to the extent that any of the Other Interests are inconsistent with the continued existence, enjoyment or exercise of the native title rights and interests, the native title rights and interests continue to exist in their entirety, but the native title rights and interests have no effect in relation to the Other Interests to the extent of the inconsistency during the currency of the Other Interests; and otherwise,
- (b) the existence and exercise of the native title rights and interests do not prevent the doing of any activity required or permitted to be done by or under the Other Interests, and the Other Interests, and the doing of any activity required or permitted to be done by or under the Other Interests, prevail over the native title rights and interests and any exercise of the native title rights and interests, but, subject to any application of sections 24IB, 24JA and 24JB of the *Native Title Act*, do not extinguish them.
- (c) in the *Schedule 4 Areas*, the native title rights and interests continue to exist but have no effect in relation to the Vesting.
- (d) the native title is subject to extinguishment by:
 - (i) the lawful powers of the Commonwealth and of the State of South Australia; and/or
 - (ii) the lawful grant or creation of interests pursuant to the Laws of the Commonwealth and the State of South Australia

AND THE COURT MAKES THE FOLLOWING FURTHER ORDERS:

17 The native title is not to be held in trust.

- 18 An Aboriginal corporation, the name of which must be provided to the Court within 6 months of the date of this Order, is to:
- (a) be the prescribed body corporate for the purposes of s 57(2) of the *Native Title Act 1993* (Cth); and
 - (b) perform the functions mentioned in s 57(3) of the *Native Title Act 1993* (Cth) after becoming a registered native title body corporate.
- 19 The parties have liberty to apply on 14 days notice to a single judge of the Court for the following purposes:
- (a) as to the identification of the Aboriginal corporation referred to in the preceding paragraph;
 - (b) to establish the precise location and boundaries of any public works and adjacent land and waters referred to in Paragraph 12 and 13 of this Order;
 - (c) to establish the effect on native title rights and interests of any public works referred to in Paragraph 13 of this Order; or
 - (d) to determine whether a particular area is included in the description in Paragraph 9 or *Schedule 3* of this Order.

Date that entry is stamped: 1 May 2012

Deputy District Registrar

Schedules

SCHEDULE 1 – Location of areas comprising the Determination Area

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

1.1 External Boundary Description

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

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

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

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 Frome River at Longitude 138.390707° East; then generally south-westerly and north-westerly along the centreline of the said Frome River to its intersection with Latitude 29.712754° South; then north-westerly, northerly and north-westerly in straight lines connecting the following coordinate points

Longitude (East)	Latitude (South)
138.128406	29.693668
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
137.895567	29.222344
137.887980	29.193497
137.891015	29.158576
137.897153	29.128886
137.900118	29.114544
137.910504	29.092890
137.918422	29.041873
137.918424	29.041867
137.918433	29.038588
137.918433	29.031378
137.918278	29.008523
137.917126	28.955526
137.916817	28.909201
137.915587	28.813484
137.906981	28.653955
137.898375	28.584008
137.881166	28.515289
137.867644	28.469885
137.854122	28.426935
137.835278	28.384300
137.802169	28.328318
137.772030	28.300780
137.675058	28.212921
137.620021	28.147353
137.561049	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 in a straight line to the intersection the centreline of Warburton River with Longitude 137.266565° East; then generally north-easterly, south-easterly and easterly along the said centreline of Warburton River to Longitude 138.102550° East, Latitude 27.864510°

South; then easterly and north-easterly in straight lines connecting the following coordinate points

Longitude (East)	Latitude (South)
138.719232	27.787831
139.367244	26.953967

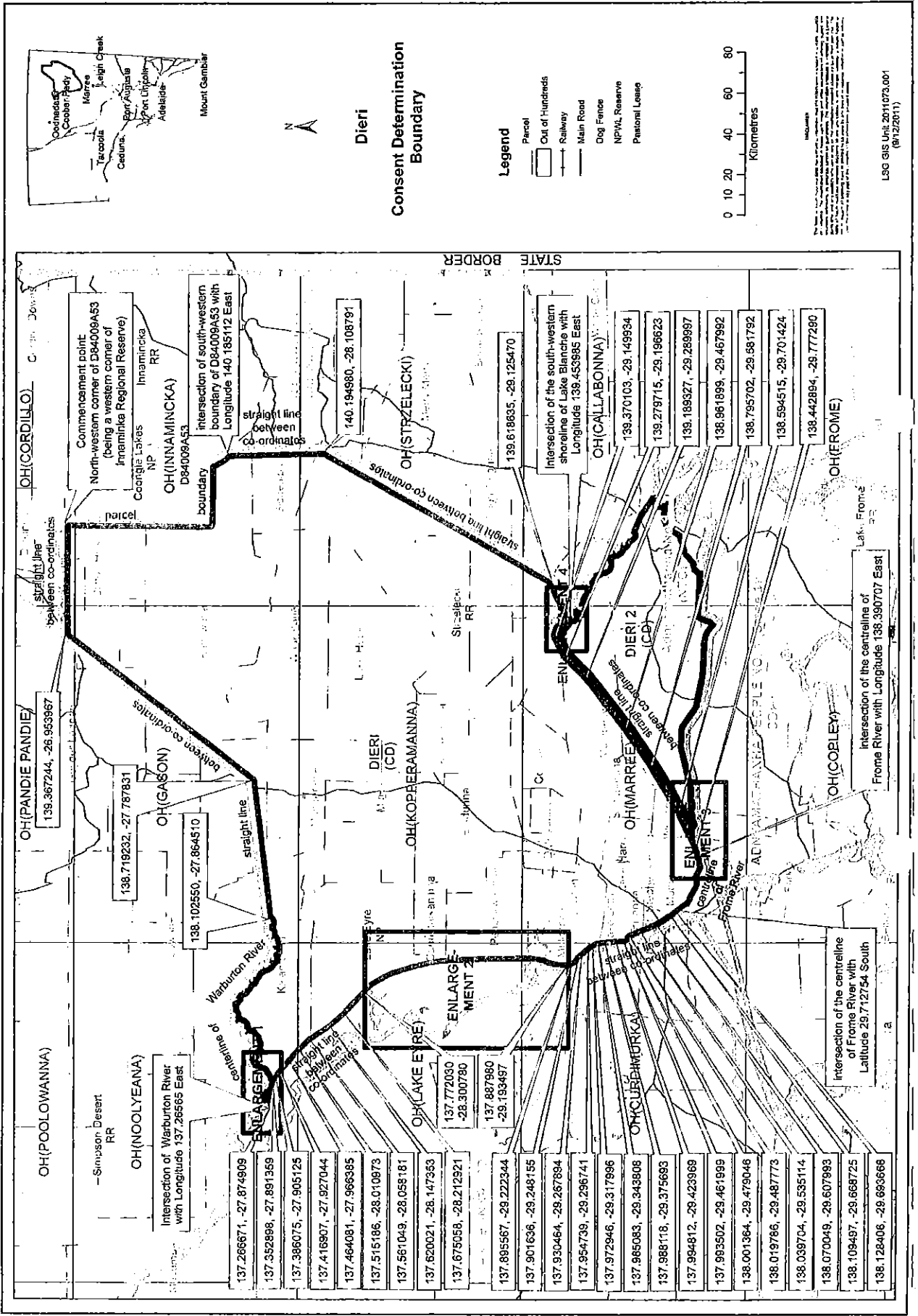
Then easterly in a straight line to the point of commencement.

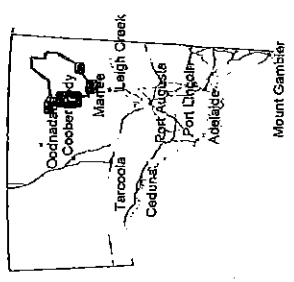
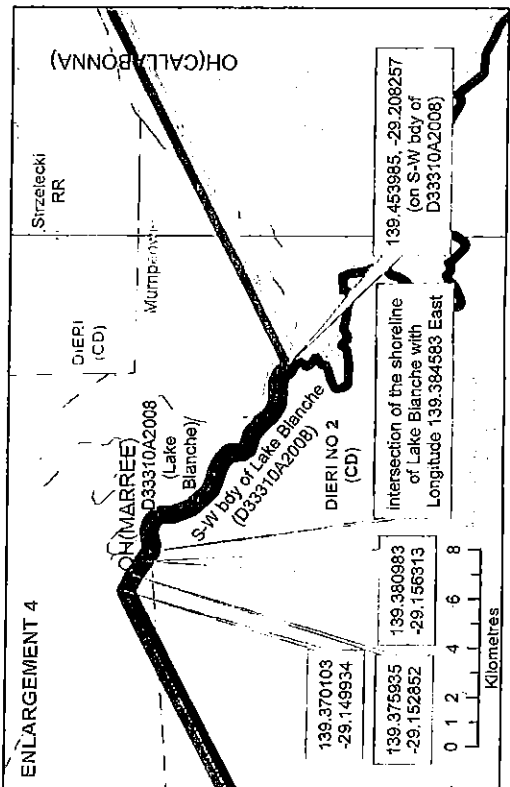
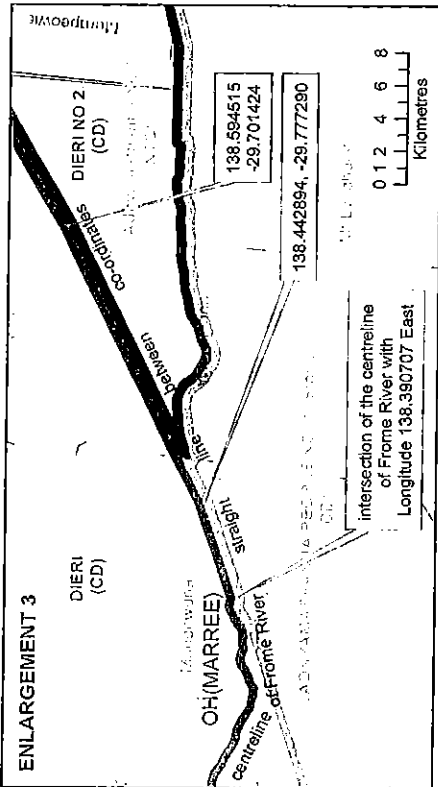
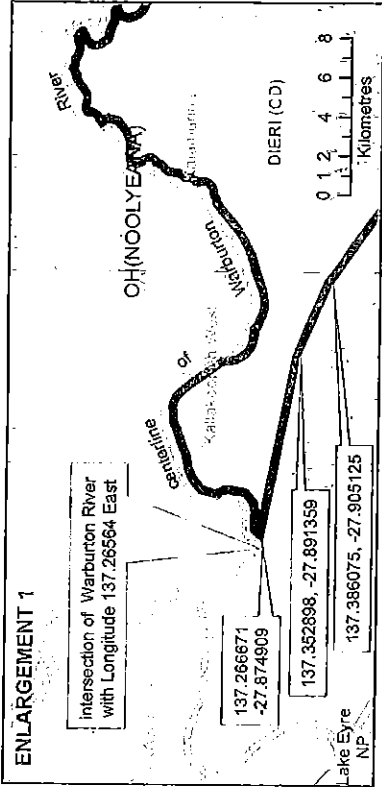
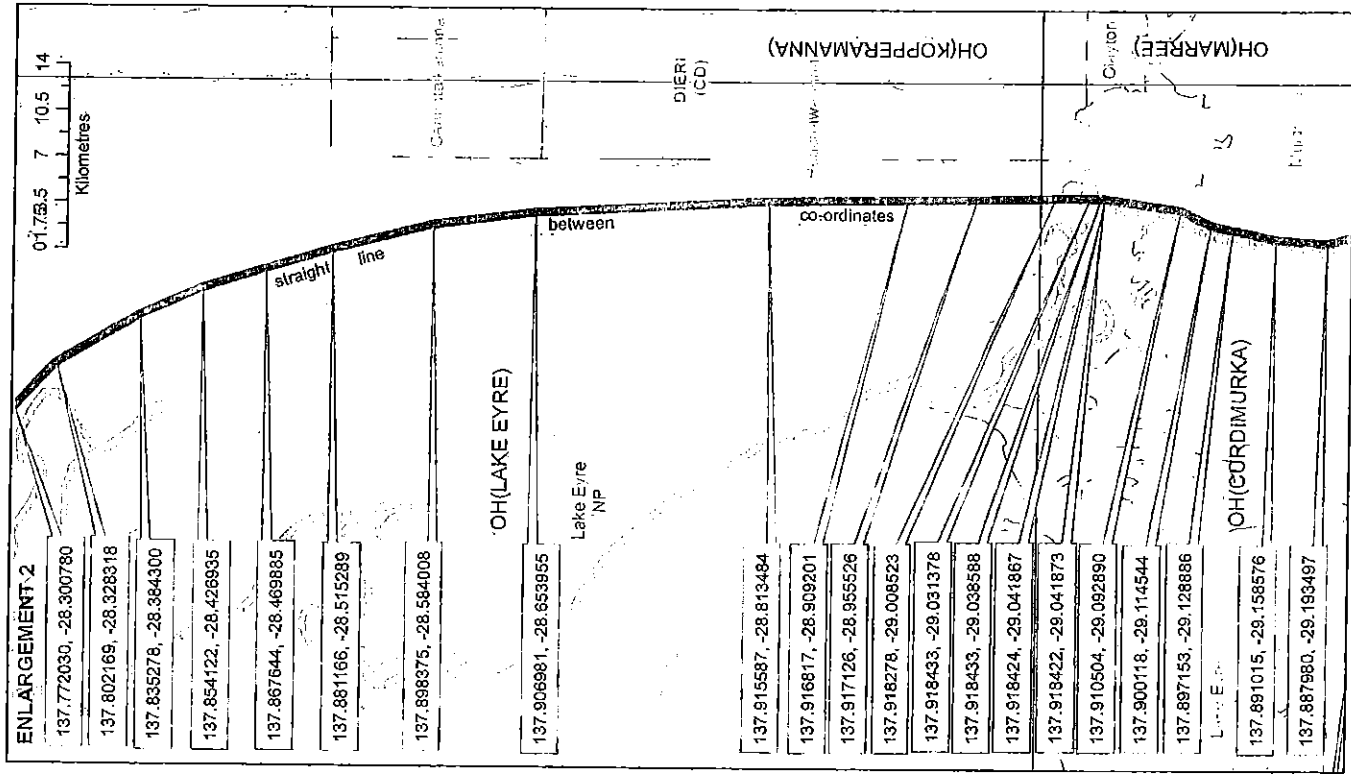
Reference datum

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

Rivers are reference to 1:250 000 Topographic Data - sourced from Geoscience Australia Series 3.

SCHEDULE 2 – Map of the Determination Area





Dieri Enlargements Consent Determination Boundary

Legend

- all other values-
- NAME
 - Dieri Native Title Claim
 - Arabunna_Buffer_750
 - Railway
 - Main Road
 - Dog Fence
 - Parcel
 - Out of Hundreds
 - NP/ML Reserve
 - Pastoral Lease

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SCHEDULE 3 – Areas within the external boundaries of the Determination Area which are excluded from the Determination Area because native title has been extinguished

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

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

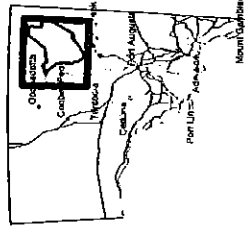
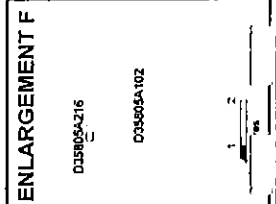
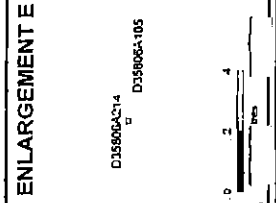
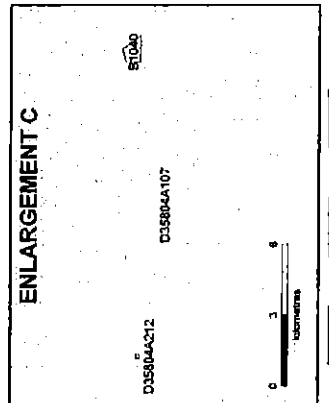
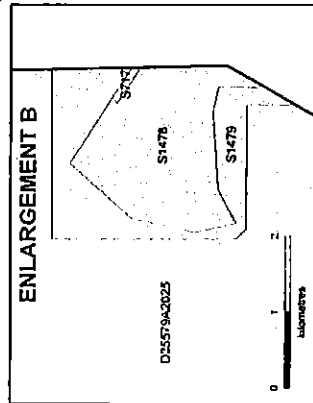
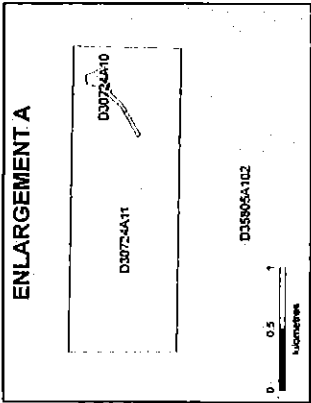
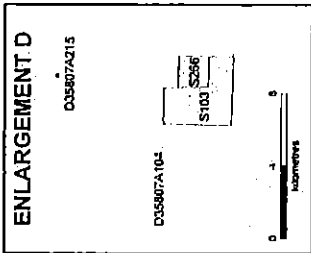
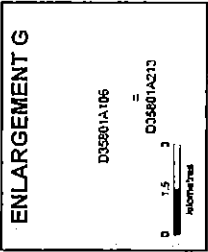
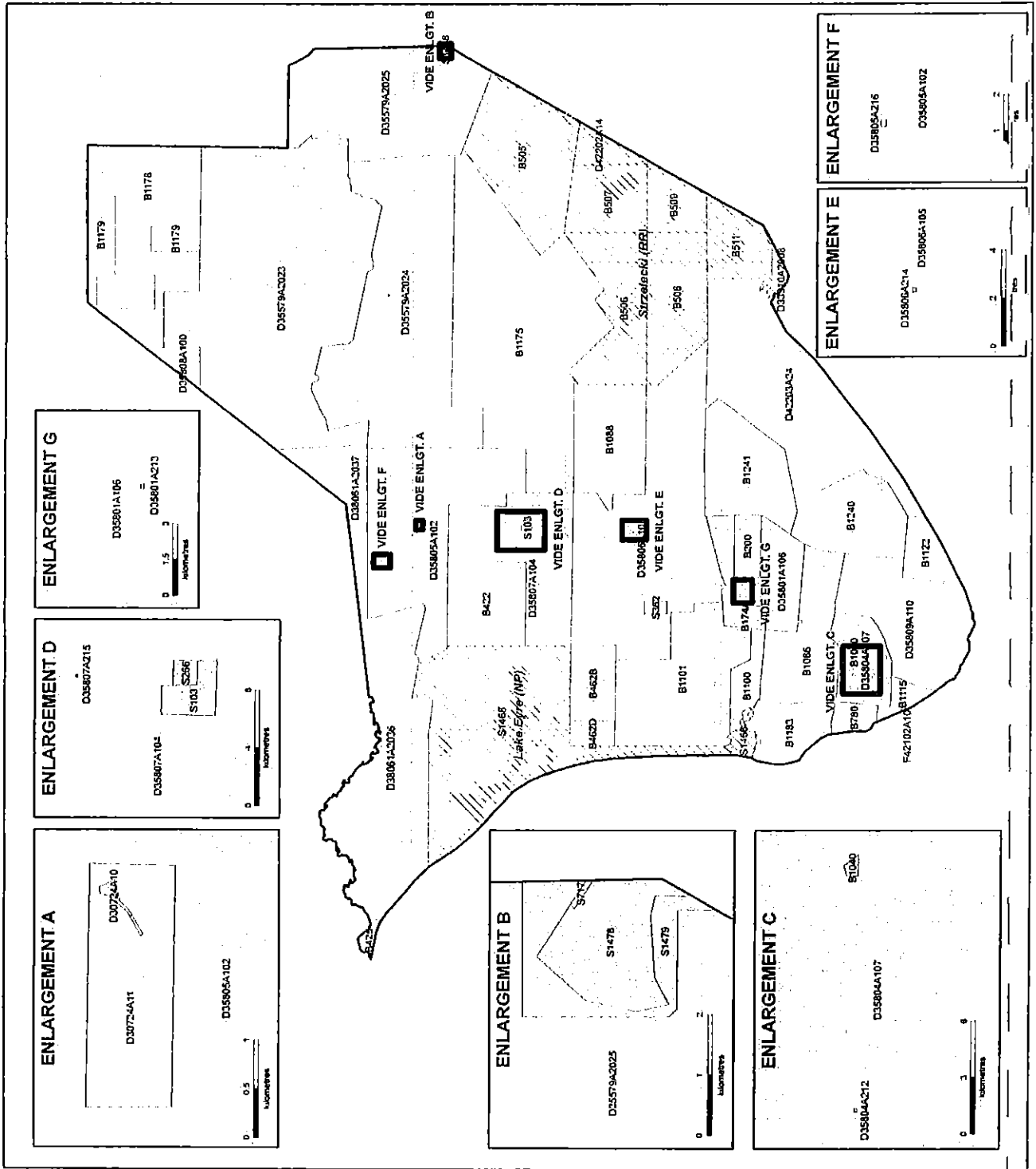
Pastoral and Crown Land subject to prior extinguishing tenure

Parcel Identifier	Hundred	Current Tenure
D35805A216	OH(Gason)	CR 5335/422, Digital Radio Reserve
H832300S362	OH(Kopperamanna)	CR 5758/134, Fossil Reserve (Gazette dated 17/06/1954)
H832300S103	OH(Kopperamanna)	CL 1323/20 PE 2399
H832300S266	OH(Kopperamanna)	CL 1323/20 PE 2399
D35801A213	OH(Kopperamanna)	CR 5753/156, Land dedicated for Digital Radio Reserve
D35806A214	OH(Kopperamanna)	CR 5753/158, Land dedicated for Digital Radio Reserve
D35807A215	OH(Kopperamanna)	CR 5753/159, Land dedicated for Digital Radio Reserve
H833100B1040	OH(Marree)	CR 5771/763
D35804A107	OH(Marree)	CL 1323/9 PE 2401
D35804A212	OH(Marree)	CR 5753/157, Land dedicated for Digital Radio Reserve

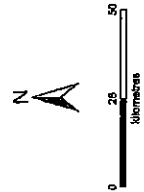
Land within Claim area held under Certificate of Title

Parcel Identifier	Hundred	Current Tenure
D30724A10	OH(Kopperamanna)	CT 5344/830
H832400S1478	OH(Strzelecki)	CT 5437/995
H832400S1479	OH(Strzelecki)	CT 6068/400
H832400S717	OH(Strzelecki)	CT 5710/608

SCHEDULE 3 – Map detailing where Native Title exists, Native Title exists but is fully suppressed, and where Native Title does not exist



**Dieri Native Title Claim
Consent Determination**



SCHEDULE 4 - Areas where the non-extinguishment principle applies by reason of a Vesting

Park name	Legislation proclaimed under	Instrument
Strzelecki Regional Reserve	National Parks & Wildlife Act 1972	Gazettal 19.12.1991
Lake Eyre National Park (Part)	National Parks & Wildlife Act 1972	Gazettal 31.10.1988 and 19.12.1991

Schedule 5

No: SAD 6017/1998

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

Applicant:	RHONDA GEPP-KENNEDY
Applicant:	DAVID MUNGERANNIE
Applicant:	SYLVIA STUART
Applicant:	IRENE KEMP
Applicant:	NELLIE EDGE
Respondent:	DOCE PTY LTD
Respondent:	GEORGE VILLIERS MORTON
Respondent:	TALISO PTY LTD
Respondent:	ALLIANCE PETROLEUM AUSTRALIA PTY LTD
Respondent:	CHARLES SIMPSON
Respondent:	JOHN GWYNNE HUGHES
Respondent:	COOPER ENERGY NL
Respondent:	INNAMINCKA PASTORAL CO PTY LTD
Respondent:	TONY BOYD
Respondent:	SANTOS PETROLEUM PTY LTD
Respondent:	SANTOS LTD
Respondent:	VAMGAS PTY LTD
Respondent:	SOUTH AUSTRALIAN APIARISTS ASSOCIATION INC
Respondent:	ORIGIN ENERGY RESOURCES LIMITED
Respondent:	DELHI PETROLEUM PTY LTD
Respondent:	BEACH PETROLEUM LIMITED
Respondent:	SANTOS (BOL) PTY LTD
Respondent:	REEF OIL PTY LTD
Respondent:	BRIDGE OIL DEVELOPMENTS PTY LTD
Respondent:	BASIN OIL PTY LTD
Respondent:	BHP BILLITON OLYMPIC DAM CORPORATION PTY LTD
Respondent:	SOUTH AUSTRALIAN NATIVE TITLE SERVICES LTD
Respondent:	GEODYNAMICS LTD ACN 095 006 090
Respondent:	TELSTRA CORPORATION LIMITED
Respondent:	AUSTRALIAN WILDLIFE CONSERVANCY
Respondent:	SANTOS (NARNL COOPER) PTY LTD

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

1. Tax Invoice for GST component

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

2. Payment by the Company to the State

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

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

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

3. Calculations to follow Petroleum Act

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

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

4. **Good and Services Tax**

4.1 *Acknowledgement*

The parties acknowledge that the payments referred to in clause 8 and in this Schedule 3 have been calculated on a GST exclusive basis.

4.2 *GST Gross-Up*

Where any payment to be made by the Company under clause 8 and in this Schedule 3 of this Deed ("**Payment**") constitutes consideration for a taxable supply by the Native Title Holders:

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

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

4.3 *Interpretation*

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

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

PETROLEUM AND GEOTHERMAL ENERGY ACT 2000

PRODUCTION LICENCE

GUIDELINES FOR PAYMENT OF ROYALTY AND PROVISION OF INFORMATION

(1) Payment of Royalty

The Licensee shall pay royalty in respect of all regulated substance ("substance") recovered from Production 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 not *bona fide* or arms length, such expenses (or part thereof) shall not be deducted; and
 - (iii) Any expenses allowed as a deduction under clause (2)(a) or (2)(b) or (2)(d);
- (d) a sum being expenses (other than expenses upstream of the wellhead) actually incurred by the Producer pursuant to a *bona fide* arms length agreement to lease any plant used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser provided however that any such expenses in any one calendar year which is in excess of:
- (i) In the calendar year 20... - the sum of \$.....; or
 - (ii) In all subsequent calendar years, the sum of \$.....increased by the same percentage as the percentage increase in the Consumer Price Index (All Groups) for the City of Adelaide ("CPI") from the CPI in the calendar year 20... to the CPI in the relevant year shall not be deductible;
- (e) a sum being the actual expenses (other than expenses upstream of the wellhead) incurred by the Producer in rehabilitating the ground surface and site of plant and the actual expenses incurred in dismantling, removing or abandoning of such plant less any salvage obtained thereon where such plant is used for the purposes of treating, processing or refining of the substance prior to delivery or in transporting the substance to the point of delivery to the purchaser and the actual expenses incurred in rehabilitating the ground surface and site of a well of the type described in clause (3)(b) and the actual expenses incurred in abandoning such well but not including any costs incurred as a result of the loss of control of any well.
- (3) Further provisions regarding calculation of Royalty
- (a) For the purposes of clause (2):
 - (i) in each month the arms length sales value of the substance means the value of the actual sales in respect of the substance described in clause (1) in that month provided however that if any substance is not supplied to a *bona fide* arms length purchaser, not sold for full market value, or returned to a natural reservoir for later production, destroyed, dissipated or used by the Producer not in accordance with Section 43(3) of the Act, the gross sales value of such substance shall be the amount which would have been received in respect of such substance from a *bona fide* arms length purchaser for full market value;
 - (ii) the term "plant" includes but is not limited to:
 - (A) Any machinery, equipment, vehicle, implement, tool, article, vessel, pit, building, structure, improvement or other such property used in, or in connection with, treating processing or refining of the substance prior to the delivery or in transporting the substance to the point of delivery to the purchaser; or

(B) Any pipeline;

And

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

(b) Non Producing Wells

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

(c) Interest Rate

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

(d) Apportionment of Expenses

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

(e) Sale of Plant

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

(f) Take or Pay

For the purposes of this clause and of calculating the gross sales value of the substance, where the Producer enters into an agreement commonly known as a take or pay agreement, any payment received by the Producer in respect

of petroleum which has been paid for but not been taken shall be treated as part of the gross sales value of the substance at the time of receipt of payment by such Producer and not at any other time.

(g) Tolling

- (i) If the Producer receives any revenue from the use of any plant downstream of the wellhead used for treating processing or refining the substance sourced from anywhere within the area from time to time comprised in Exploration Licence.... or any Production Licence issued from an area which was comprised in Exploration Licence....immediately prior to the time such Production Licence was issued, or in transporting such substance to the point of delivery to the purchaser such revenue shall be deemed to be part of the *bona fide* sales value of the substance to the intent that royalty shall be payable thereon.
- (ii) Any sums, being sums deemed under clause (3)(g)(i) to be part of the *bona fide* value of the substances, paid by the Producer in respect of the use of such plant for treating processing or refining such substance or in transporting such substance to the point of delivery to the purchaser shall be deemed to be an expense under clause (2)(c).
- (iii) If any such plant is used for treating processing 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 forecast will be required if significant change to the forecast is evident. The Licensee will be required to provide a bona fide forecast as necessary for up to a period of 5 financial years including detail as referred to above but excluding a monthly apportionment for all but the preceding twelve (12) month period.

- (d) Not later than thirty (30) days after the completion of each twelve (12) month period concluding on each 30th June the Licensee shall reconcile the estimated expenditure with the actual expenditure and reconcile all calculations of royalties and shall provide the Minister within the said period of 3 days with copies of such reconciliations, together with a notice advising the Minister of any additional royalty calculated in accordance with the reconciliations as payable by each Licensee. If any such reconciliation shows that the total of the amounts of royalty paid during the last preceding 12 months was in excess of the amount of royalty which should have been paid for that period, the difference may be set off against royalty payable in the next succeeding months provided however that any expenses allowed as a deduction under clause (2)(b) to clause (2)(e) inclusive shall not be carried forward for a period of greater than 12 months from the month of expenditure.
- (e) The Licensee shall not later than thirty (30) days after the completion of each twelve month period concluding on each 30th June pay to the Minister the additional royalty calculated in accordance with the reconciliation referred to in clause (4)(d) as payable by the Licensee.
- (f) The Licensee shall at its cost cause the royalty calculation reconciliations submitted by the Licensee to be audited by the auditor appointed by the Licensee to audit its own accounts (provided that such auditor must be a duly registered auditor in Australia) and the Licensee shall forward a copy of the auditor's report in respect of a particular reconciliation within 3 months of the receipt of such reconciliation by the Minister, such report to be accompanied by a certificate by the auditor that the reconciliation is in accordance with these guidelines.
- (g) The Minister shall in accordance with Section 43(8) of the Act assess the value at the wellhead of the substance produced by the Licensees and may require the Licensee to pay within 30 days of the date of notice of such assessment the additional royalty determined by the Minister as payable.

SCHEDULE 4 – ABORIGINAL HERITAGE PROTECTION

1. Interpretation and Other Matters

- 1.1 The definitions and rules of interpretation contained in clauses 1 and 2 of the Deed form part of this Schedule unless the contrary interpretation appears.
- 1.2 Unless the contrary intention appears in this Schedule a reference to the Company, includes the employees, servants, agents, contractors and 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 Holders or any of their members and includes any **“Aboriginal site”**, **“Aboriginal object”** or **“Aboriginal remains”**, as defined in the *Aboriginal Heritage Act 1988 (South Australia)* and any **“significant Aboriginal area”** as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984 (Cth)*;

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

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

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

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

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

“Essential Term” has the same meaning as in the Deed;

"Force Majeure" means acts of God, flood, fire or damage caused by lightening, storm, tempest, unseasonable rains, strikes, lockouts or other industrial disturbance, riots, blowouts, laws, rules, regulations, or directions of a governing body having jurisdiction over the Licence Area, religious or other ceremonial activities of members of the Native Title 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 Schedule the Company proposes to carry out Petroleum Operations;

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

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

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

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

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

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

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

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

3. **Undertakings by the Company**

The Company undertakes:

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

Association with their respective obligations hereunder, the Company will comply with the terms and conditions on the Company's part herein contained and shall make payments in accordance with this Schedule to the Association of the amounts to which the Association is entitled from time to time as provided in this Schedule 4.

4. Reconnaissance Surveys of Licence Area by the Company

- 4.1 The parties acknowledge that prior to the date of execution of the Deed, the Company has awaited grant of the Licence/s and accordingly has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for other Petroleum Operations on the Licence Area ("**Reconnaissance Surveys**").
- 4.2 Notwithstanding the provisions of this Schedule 4 relating to inspection and clearing of Operational Areas, the Native Title Holders acknowledge that in order to efficiently carry out the purposes of this Schedule, it may be necessary for the Company to enter onto the Licence Area to undertake Reconnaissance Surveys and the parties agree that the provisions contained in clauses 9, 10 and 11 and Annexure A hereof do not apply to Reconnaissance Surveys where:
- (a) the Company is conducting the Reconnaissance Surveys pursuant to existing legal rights and by making visual observations in the vicinity thereof to facilitate a request under clause 8 hereof; or
 - (b) the Association has consented to activities following a preliminary consultation convened with a representative of the Native Title Party for the purpose of the Company explaining to the Native Title Holders its need to conduct Reconnaissance Surveys (which consent shall not be unreasonably withheld).

5. Land Access and Occupation

- 5.1 The Native Title Holders and the Association acknowledge the grant to the Company of Licence/s in respect of the Licence Area and authorise the Company, its contractors, sub-contractors, employees, agents and visitors to enter upon the Licence Area at all times and to commence and proceed with Petroleum Operations.
- 5.2 The Association may object in writing upon reasonable grounds to a person having access to the Licence Area and the Company shall ensure that, as far as is possible within its power, such person or persons shall not enter upon the Licence Area.

6. Identification

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

writing where practicable.

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

7. Petroleum Operations

The Company shall at all times upon the Licence Area:

- 7.1 comply with the provisions of the Petroleum Act and the Licence/s granted to the Company thereunder;
- 7.2 comply with the environment protection procedures required by all Applicable Laws relevant to its Petroleum Operations;
- 7.3 conduct itself in accordance with good and accepted petroleum industry practice standards;
- 7.4 ensure that as far as is reasonably practical its Petroleum Operations cause minimum disturbance to the Licence Area; and
- 7.5 use good and accepted petroleum industry practice to avoid oil spills or blowouts.

8. Notification of Operations

- 8.1 Subject to the provisions of clauses 9, 10 and 11 and Annexure A hereof, the Company shall provide the Association at least sixty eight (68) days in advance of Petroleum Operations being conducted in the Operational Area a written request for a Clearance on that Operational Area accompanied by particulars in writing of the following parts of the proposed Work Program, namely:
- (a) the proposed location of seismic lines and access roads;
 - (b) the proposed approximate location of Work Sites;
 - (c) the proposed method of seismic operations (specifically whether two or three dimensional seismic operations over specific areas) and other consequential operations, including exploration drilling and testing and the proposed construction or use of access roads in such operations;
 - (d) the major items of equipment proposed to be used;
 - (e) the location of any proposed earthworks for the disposal of any waste material arising out of Petroleum Operations;

- (f) the location of any proposed earthworks for minimising environmental disturbance or pollution, including oil spills and blowouts;
 - (g) the proposed site and nature of any buildings or structures (including pipelines and associated facilities); and
 - (h) any other aspect of the Petroleum Operations which is likely to have an adverse impact upon or cause substantial disturbance to native title rights and interests in any part of the Licence Area.
- 8.2 Prior to the expiration of fourteen (14) days (or such other period as the parties agree) after the Company has requested a Clearance and provided the particulars of its proposed Work Program in accordance with clause 8, the Company and the Association by their respective representatives and advisors, shall meet. The purpose of such meeting shall be:
- (a) to discuss the proposed Work Program and its practical implementation including matters such as access to existing tracks, topography, the Work Program envisaged (including disturbance to the physical environment) and the major items of equipment to be used;
 - (b) to identify aspects of the proposed Work Program and proposed Clearance where efficiencies can be implemented; and
 - (c) to discuss arrangements for preliminary access by the Company for Reconnaissance Surveys so as to avoid adverse impact on native title rights and interests in the physical environment.
- 8.3 If the Association is not reasonably satisfied with the particulars of the Petroleum Operations given pursuant to clause 8.1, the Association may, prior to the proposed commencement of Petroleum Operations request the Company to provide and the Company shall provide, reasonable further particulars of such proposed Petroleum Operations.
- 8.4 The Association may object to the proposed Petroleum Operations referred to in clause 8.1, provided:
- (a) the objection is made in writing within fourteen (14) days of receipt of the Work Program; and
 - (b) the matter objected to is likely to have a material adverse impact or cause substantial disturbance to native title rights and interests in the Licence Area.
- 8.5 In the event that the Association has a specific objection to any part of the particulars of the Petroleum Operations supplied by the Company under clause 8.1, or to any substantial change therein of which notice has been given under clause 8.8:
- (a) The Association shall refer such objection for resolution pursuant to clause 24 within fourteen (14) days of being supplied with such particulars or given such notice;

- (b) that part of the existing, intensified or changed operational program to which objection is taken shall not commence until the objection is resolved pursuant to clause 24;
 - (c) provided always that objection may only be taken where the matter objected to is likely to have a material adverse impact upon or cause substantial disturbance to native title rights in the Licence Area; and
 - (d) if no such specific objection is raised within the said fourteen (14) day period by the Association, the Company may proceed on the basis that the particulars provided by the Company pursuant to this clause 8 constitute the details of the Work Program for its Petroleum Operations.
- 8.6 Where the Association receives a request for Clearance pursuant to clause 8.1 in respect of an Operational Area or part thereof and the Operational Area or part thereof has been the subject of prior inspection and Clearance (where the previous work program is substantially similar to the current request) in accordance with the terms and conditions of this Schedule, the Association shall by notice in writing within two (2) weeks of the request notify the Company that such Operational Area or part thereof shall be deemed to have been inspected and cleared in accordance with the requirements of this Schedule and subject to any conditions applicable to that Clearance.
- 8.7 There can be no material modification or alteration of any part of a Work Program without the written consent of the Association. For this purpose "**material modification or alteration**" means a modification or alteration:
- (a) of any Operational Area other than a reduction in the size of that area; or
 - (b) of any Petroleum Operations to be carried out at an Operational Area which is reasonably likely to result in a substantially greater environmental impact than that arising from the existing Work Program.
- 8.8 The Company shall give notice to the Association if the Company at any time proposes to implement a material modification or alteration. Where the Company gives such notice after obtaining a Clearance the parties shall proceed in accordance with clause 11.7.
- 8.9 Subject to the Aboriginal Heritage Act 1988 (South Australia), where the Company has duly complied with the processes required of it:
- (a) pursuant to clause 8.1, and no Clearance is conducted within 68 days (or such later time as the parties agree in writing); or
 - (b) pursuant to clause 8.8 for the circumstances set out in clause 11.7(b) and no Clearance is conducted within 14 days (or such later time as the parties agree in writing); or
 - (c) pursuant to clause 8.8 for the circumstances set out in clause 11.7(c)

and no Clearance is conducted within 2 days (or such later time as the parties agree in writing)

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

9. Inspection and Clearance

- 9.1 The parties shall conduct all activities under this clause in accordance with Annexures A and B.
- 9.2 The Company will nominate a representative to assist the Scouting Team for the duration of the Clearance. The Company's representative shall:
- (a) be responsible for identifying the location of proposed seismic lines, access roads and other areas of proposed activity; and
 - (b) where possible, relocate these where, upon advice from the Scouting Team, there is likelihood of Areas of Significance being disturbed by Petroleum Operations; and
 - (c) have authority to agree any conditions with the Scouting Team so as to minimise the impact of Petroleum Operations to Areas of Significance, for the purposes of a Report required to be issued pursuant to clause 11 hereof.
- 9.3 The Company Representative will accompany the Scouting Team into the field during the undertaking of the Clearance, subject to the Scouting Team's ability to exclude the Company's representative from its internal discussions and deliberations in the field.
- 9.4 In the event that a proposed Operational Area is not cleared by the Scouting Team the Specialist shall advise the Company's representative to that effect and the Company's representative may propose alternative Operational Areas during the course of the Clearance provided that:
- (a) any such alternative Operational Areas do not constitute a material modification or alteration to the Work Program referred to in clause 8.8; and
 - (b) in undertaking any Clearance of alternative Operational Areas the Scouting Team is not required to remain in the field for any additional period of time beyond two days, unless agreed otherwise.
- 9.5 Subject to the *Aboriginal Heritage Act 1988 (South Australia)* the Company shall be absolutely entitled to rely on Clearances provided by the Native Title Holders and facilitated by the Association pursuant to this Schedule in which case neither the Native Title Holders nor the Association shall complain that Petroleum Operations conducted in accordance with clauses 8, 9, 10, and 11 hereof interfered with any Areas of Significance. The Company shall be

entitled to plead this provision in defence of any complaint of interference to Areas of Significance made by any person pursuant to any Applicable Law.

9.6 The Company will:

- (a) not conduct any Petroleum Operations on the Licence Area except within a Seismic Line Access Corridor or Work Site which has been cleared in accordance with clauses 9, 10 and 11 and Annexure A;
- (b) comply with the conditions of the Clearance (as referred to in clause 11); and
- (c) instruct its contractors, its employees, agents and visitors accordingly in relation to its obligations under sub-paragraphs (a) and (b) hereof.

10. **Scouting Team**

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

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

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

10.3 Scouting Team Composition

The Scouting Team will comprise:

- (a) up to two (2) qualified Specialists of appropriate gender to be engaged

by the Association with the concurrence of the Company (which concurrence will not be unreasonably withheld); and

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

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

11. Reports

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

11.2 The Report must:

- (a) identify those parts of the Operational Area which are given Clearance by the Native Title Holders or denied Clearance by the Native Title Holders;
- (b) identify any alternative Operational Areas for which clearance is given in accordance with the requirements set out in clauses 9.4 and 10.2(b);
- (c) describe any reasonable conditions on which the Native Title Holders have provided the Clearance so as to minimise the impact of Petroleum Operations to Areas of Significance; and
- (d) be signed by the Specialists.

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

11.4 Nothing in this Schedule compels the Native Title Holders nor any member of the Scouting Team or the Association to disclose to the Company or to the

Company's representative the location of Areas of Significance or any Cultural Confidences whatsoever with respect to the Licence Area, but sufficient information must be disclosed to enable the Company to avoid damaging, disturbing or otherwise interfering with any Area of Significance.

- 11.5 The Native Title Holders and the Association shall ensure that any Aboriginal persons accompanying the Scouting Team shall have knowledge of the Operational Area to be cleared and shall have the traditional knowledge and authority to determine whether there are any Areas of Significance within the Operational Area to be cleared.
- 11.6 In the event that the Scouting Team determines it is necessary to deviate any proposed seismic line or access road, such deviation shall be made as small as possible and any deviated line or road will be returned to the original planned line or road as soon as practicable, bearing in mind the proximity of any Areas of Significance and the need to minimise unduly sharp line deflections. In the event that relocation of a proposed drill site for an exploration appraisal or development well is being considered, any movement of the proposed drill site shall be minimised so far as possible.
- 11.7 In the event that the Company has obtained a Clearance pursuant to this Schedule and subsequent events cause the Company to require any material modification or alteration (as defined in clause 8.7) to any part of the program of Petroleum Operations or an existing cleared Seismic Line Access Corridor or Work Site which is likely to have an adverse impact upon native title rights in any part of the Licence Area:
- (a) the Company shall notify the Association as soon as practicable and request that the Scouting Team inspects and clears each area to be included in such proposed material modification or alteration in accordance with the provisions of this Schedule;
 - (b) in such cases (other than circumstances set out in the next sub-paragraph) the Native Title Holders and the Association shall use their respective best endeavours promptly and as soon as practicable to respond to such request, either by notifying the Company in writing of its consent to such material modification or alteration or ensuring the commencement by a Scouting Team of the inspection for Clearance of those areas as requested by the Company; and
 - (c) in cases where Petroleum Operations are in the course of being conducted and the Scouting Team has inspected the areas requested by the Company in accordance with sub-paragraph(a) of this clause 11.7 the Scouting Team will report to the Company the results of its inspection prior to leaving the area and confirm those results in a Report.

12. Budgets and Payment by the Company for Clearance Work

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

expenses associated with the requested Clearance to enable the Company and the Association to negotiate and agree a Budget.

- 12.2 Budgets must be proposed in substantially the form set out in Annexure C and be negotiated, agreed and adopted by the Company and the Association in writing within seven (7) days of the Association providing a proposed Budget to the Company.
- 12.3 If the Association and the Company are unable to agree on a budget within seven (7) days of the Association providing a budget to the Company then the provisions of clause 24 apply.
- 12.4 Subject to clause 12.7, the Company will make payments in accordance with the agreed Budget, to the Association in three separate instalments as follows:
 - (a) forty five per cent (45%) seven (7) days prior to the mobilisation of the Scouting Team; and
 - (b) thirty per cent (30%) at the end of field inspection for the Clearance; and
 - (c) twenty five per cent (25%) or the balance thereof following receipt of the Report and an invoice of all expenditure.
- 12.5 The Company must pay all reasonable costs, fees, disbursements and expenses incurred by the Association in carrying out a Clearance, in accordance with a Budget and subject to any agreement in writing to the contrary between the parties. In particular, the Company will reimburse the Association in accordance with an agreed Budget for the Association's reasonable costs for, inter alia:
 - (a) The services of the members of the Scouting Team (including the costs of preliminary consultation with a Specialist);
 - (b) the provision of suitable camping facilities and food and a camp cook for the Scouting Team;
 - (c) provision of sufficient and appropriate all-terrain four-wheel drive (4WD) vehicles equipped with appropriate spare parts;
 - (d) vehicle insurance, fuel and costs of any necessary and unavoidable repair required; and
 - (e) administration costs associated with the implementation of the Clearance,

in accordance with the Budget.

- 12.6 The daily rate payable by the Company for each Scouting Team member (excluding the Specialist) will be four hundred and thirty dollars (\$430) per day, increasing annually on the Commencement Day in accordance with the wage cost index (Ordinary time hourly rates of pay excluding bonuses, for South Australia) published by the Australian Bureau of Statistics or its successors.
- 12.7 In the event that there are at any time more persons forming part of the Scouting Team than specified in the Budget then the Company shall not be responsible for the expense of the additional persons, unless otherwise agreed between the parties.
- 12.8 All monies payable by the Company pursuant to a Budget shall be paid to the Association or to any legal representative from time to time notified by the Native Title Holders to the Company. A receipt from the Association or such legal representative shall be a full and sufficient discharge to the Company for any payments so made.
- 12.9 The parties acknowledge that no contractual relationship of any sort whatsoever as between the Company and any Aboriginal person forming part of any Scouting Team arises by virtue of this Schedule, and that nothing contained in this Schedule will be interpreted or deemed to constitute any employment or contractual relationship as between such persons and the Company. The Native Title Holders and the Association will ensure compliance with all Applicable Law including the *Workers Rehabilitation and Compensation Act 1986* (SA), the *Occupational Health, Safety and Welfare Act 1986* (SA), the *Income Tax Assessment Act 1936* or the *Income Tax Assessment Act 1997* (both Commonwealth) as appropriate and any other legislation relevant to the terms or basis upon which the Association engages or retains any person for the purposes of performing its obligations under this Schedule.
- 12.10 The Association will be responsible for the administration of all matters relevant to the conduct of the Clearance, including:
- (a) mobilisation of the Scouting Team members, travel budget receipts and disbursement of funds, and liaison with the Specialist; and
 - (b) taking all practical steps to ensure that the Aboriginal members of the Scouting Team are, if applicable, covered by a group personal accident insurance policy maintained by the State of South Australia in connection with Aboriginal heritage surveys.
- 12.11 The Company is responsible for and indemnifies and agrees to keep indemnified the members of the Scouting Team from and against all and any claims of whatever nature and however arising for personal injury or death or damage or destruction of personal property of the Scouting Team or any member of the Scouting Team to the extent caused or contributed to by any negligent act or omission of the Company, its employees, contractors or subcontractors. The Association shall if requested by the Company, inform the Company whether members of Scouting teams are covered by any contract of insurance in relation to personal accident or public liability and if

so, the particulars thereof.

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

13. Removal of Employees

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

- (a) has recklessly or wilfully trespassed on or in any way interfered with any Areas of Significance;
- (b) has negligently or wilfully conducted Petroleum Operations outside any Seismic Line Access Corridor or Work Site cleared in accordance with clauses 9, 10 and 11 and Annexure A hereof except where there is no damage to the interests of the Native Title Holders; or
- (c) has acted in a disorderly manner on the Licence Area or has supplied liquor or prohibited drugs or substances in an unauthorised fashion to 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 their removal from the Licence Area, the matter shall be referred pursuant to clause 24 for resolution.

14. Instruction in Aboriginal Culture

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

- (a) native title;
- (b) their obligations under the *Aboriginal Heritage Act 1988 (South Australia)*, the *Aboriginal and Torres Strait Islander Heritage Protection Act (1984) (Cth)*, the *Native Title Act* and this Agreement in relation to avoiding disturbance, damage and interference to any Area of Significance; and
- (c) any other matters of which those persons are required to be cognisant by this Schedule.

- 14.2 Appropriate education for the purposes of clause 14.1 shall include, for those persons whose duties will involve them in actual disturbance to or excavation

of earth, basic instruction from a qualified archaeologist to enable them to identify human skeletal remains and archaeological sites and objects which may be buried in the earth.

- 14.3 An archaeologist or an anthropologist to be engaged for the purpose of carrying out the education functions specified in this clause shall be nominated by the Company with the concurrence of the Association (which concurrence shall not be unreasonably withheld).
- 14.4 The Company shall promote among non-Aboriginal people employed in Petroleum Operations knowledge, understanding and respect for the tradition and culture of the Native Title 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 Holders that:

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

The Native Title Holders 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 Schedule observe all Applicable Law.

17. Rights of the Native Title Holders

- 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* (SA)) except where their presence may cause danger to health and safety, or where their presence may interfere with the conduct of efficient Petroleum Operations:
- (a) to move freely throughout Operational Areas including all roads thereon; and
 - (b) to pursue customary and traditional activities in the Operational Areas.
- 17.2 The Native Title 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 Company undertaking any liability for such use.
- 17.4 The Association shall be entitled to select and engage all such employees, agents and independent contractors as are necessary and desirable for the carrying out of any or all of the Native Title Holders' and the Association's obligations under this Schedule save that any Specialist engaged by the Association for assistance with Clearances must be engaged with the concurrence of the Company in accordance with clause 10.3.

18. Rights of the Company

- 18.1 The Company's right to conduct Petroleum Operations in the Licence Area remain specified by the Petroleum Act and terms and conditions of the Licence/s granted.
- 18.2 In the exercise of that right the Company undertakes to observe and perform the terms of this Schedule and neither the Native Title Holders nor the Association will cause the Company disturbance or interruption in the course of exercising that right and the discharge of the Company's legal obligations and duties in respect thereof, in particular under the Petroleum Act and a Licence and any other legislative or administrative requirements relating to the carrying out of Petroleum Operations.
- 18.3 In the event of any emergency situation occurring on a Licence Area at any time the Company may take such measures as it considers necessary in the circumstances in which case the provisions contained in clauses 9, 10 and 11 and Annexure A do not apply. The Company shall notify as soon as reasonably practicable, the Association of the emergency situation, and after

the emergency consult with the Association in relation to further measures to be taken in respect thereof.

19. Reversion of Infrastructure

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

20. Field Development and Production

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

21. Force Majeure

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

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

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

22. Confidential Information

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

22.2 The Native Title Holders and the Association agree to keep confidential all aspects of the Company's activities pertaining to a Licence of which 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.

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

23.4 For the purposes of the GST Act, the Company shall be regarded as having requested a tax invoice from the Association in respect of each taxable supply. Any tax invoice issued may be issued in addition to any other invoice that relates to the taxable supply.

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

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

- 23.7 Any disputes between the parties in relation to the operation or interpretation of this clause shall be dealt with in accordance with the dispute resolution procedures in clause 24 of this Agreement.
- 23.8 The parties agree to make any changes that are required to this clause to reflect any amendments made to the *GST Act* or a related Act or changes in the interpretation of any of those Acts by the courts or the Commissioner of Taxation.
- 23.9 In this clause 23:
- (a) **“Adjustment Event”** means an adjustment event for the purposes of the GST Act and includes any matter or thing that arises out of any error, any decision of a court in relation to the GST Act or a related Act, any ruling issued by the Commissioner of Taxation, any audit of the tax affairs of the Association or of the Company or the settlement of any dispute (including a dispute with the Commissioner of Taxation);
 - (b) **“Adjustment Note”, “GST”, “Price”, “Supply” “Tax Invoice” and “Taxable Supply”** have the same meanings as ascribed to those terms from time to time in the GST Act;
 - (c) **“GST Act”** means the *A New Tax System (Goods and Services Tax) Act 1999* and as that Act is varied in its effect on an event, matter, thing, agreement, transaction or the like by the *A New Tax System (Goods and Services Tax Transition) Act 1999*.

24. Dispute Resolution

24.1 Guiding Principle

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

24.2 Priority of Procedures

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

24.3 Notice of Dispute

Any party claiming that a dispute has arisen under this Schedule between the Company and either or both of the Native Title Holders and the Association (**“Complainant”**) must give written notice (**“Notice of Dispute”**) to the other parties (**“Respondent”**). The notice must adequately identify and provide details of the dispute and refer to any documentary evidence of the matters claimed in the dispute and designate a senior representative of the Complainant who has the authority to negotiate and settle the dispute.

24.4 Response to Dispute

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

24.5 Negotiations

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

24.6 Mediation

- (a) If, within one (1) month of the date of the Notice of Dispute, the parties are either unable to resolve the dispute or no meeting has been held, the parties must mediate the dispute in accordance with the guidelines set out in Annexure D hereto, or as otherwise agreed by the parties, and shall seek to agree upon the appointment of an independent mediator with relevant experience of the matter in dispute or, failing agreement within fourteen (14) days, the mediator shall be appointed by the Minister for the time being responsible for the administration of the *Petroleum Act*.
- (b) The Minister (in determining whom to appoint as the mediator) shall have regard to the parties' intentions in this Schedule:
 - (1) for the preservation and protection of the Aboriginal tradition of the Native Title Holders; and
 - (2) the statutory obligations and commercial imperatives of the Company;and shall take account of the fact that this Schedule constitutes a cross-cultural commercial agreement.
- (c) The mediator, in conducting the mediation shall have regard to:
 - (1) the parties' intentions in this Schedule for the preservation and protection of the Aboriginal tradition of the Native Title Holders; and
 - (2) the statutory obligations and commercial imperatives of the Company.
- (d) If within one (1) month after the date of the mediator's appointment, mediation has not taken place, or has failed to resolve the dispute, or in the event no mediator has been appointed within one (1) month of the Notice of Dispute, then any of the parties may by notice terminate the mediation process and may seek such remedies as they decide.
- (e) Any date or period of time referred to in this clause may be varied or amended by agreement between the parties.

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

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

24.7 Without Prejudice

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

25. Cessation of Activities

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

25.2 A surrender under clause 25.1 is effective on and from the time when the Licence is effectively surrendered in respect of the Licence Area pursuant to the Petroleum Act.

25.3 Subject to the Minister's right to require a Company to undertake rehabilitation, notwithstanding that a licence is no longer held by the Company in relation to that land, the Company shall cease Petroleum Operations immediately its Licence expires or is surrendered, withdrawn, revoked or cancelled in respect of the Licence Area.

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

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

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

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

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

26. Employment Opportunities

The Company agrees to consider from time to time opportunities for the employment of members of the Native Title 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**

1. The Association in consultation with the Native Title Holders will provide a Scouting Team or Teams to undertake inspection and Clearing of locations for Petroleum Operations within the Licence Area if and when the requirement arises in accordance with clause 10 of Schedule 4. The composition of the Scouting Team or Teams may vary from time to time as determined by the Native Title Holders in consultation with the Company provided that the Scouting Team or Teams will at no time comprise more than 8 members of the Native Title Claim Group.
2. The Association in consultation with the Native Title Holders will ensure that if required, both a male and a female Specialist are available to join the Scouting Team depending on the part of the Licence Area under consideration at any given time and the Area or Areas of significance that may be therein.
3. A Specialist, engaged according to clause 10.3(a) of Schedule 4, will co-ordinate the Scouting Teams provided for in clause 10 of Schedule 4 and will be responsible for conveying the results of the Scouting Team's inspections and assessments for Clearance of the Company's proposed Petroleum Operations under the terms of Schedule 4.
4. Subject to the terms of Schedule 4 the Native Title Holders and the Association will ensure that a Scouting Team is available to undertake additional inspections and Clearances for seismic lines, access roads and Work Sites as and when such sites are required by the Company in the course of carrying out Petroleum Operations. Where such additional inspection and Clearance is required, the Native Title Holders and the Association will ensure that the Scouting Team operates on a regular work schedule that coincides with and accommodates the Company's work schedule.
5. The Association will arrange suitable camping facilities for the Scouting Team.
6. The Association in consultation with the Native Title Holders will ensure that persons who are members of the Native Title Party (but in any event not exceeding the number of persons agreed with the Company) with traditional knowledge of Areas of Significance in the particular Operational Area, together with appropriate support equipment, are available for all Clearance purposes.
7. The Company will provide or will arrange for the hire of sufficient and appropriate all-terrain four-wheel drive vehicles for use by the Scouting Team while it is undertaking the inspection and Clearance process.
8. The Company will reimburse the Association in accordance with an agreed plan and Budget for the Association's reasonable costs for:
 - 8.1 Employing the services of the persons comprising the Scouting Team; and
 - 8.2 Providing food, accommodation and/or camping facilities and food to the Scouting Team;

in accordance with a Budget provided under Schedule 4.

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

10. **Remuneration**

10.1 ***Scouting Team Members***

- (a) Consultant fully qualified 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, all in accordance with a Budget

10.2 ***Food for Scouting Team***

The Company will provide food or alternatively pay to the Association the sum of \$50 per day adjusted from time to time in accordance with paragraph 11 by way of camping and food allowance in respect of each member of the Scouting Team for each day that such member is on duty in the Licence Area or travelling to or from the Licence Area.

11. **CPI Review**

The Payment set out in clause 10.1(b) and 10.2 shall be adjusted not more than bi-annually in accordance with increases or decreases in the Consumer Price Index (all groups) for Adelaide during the period between the Commencement Day and the date of such review or between the date of such review and the most recent previous review under this paragraph 11 (as the case may be).

Annexure B to Schedule 4 - Schedule of Events

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 Holders (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 Native Title Holders and the Association	12	40
6	Scouting Team completes field work and de-mobilises, notifies the Company (Clause 11.1)	The Native Title Holders and the Association	14	54
7	Report delivered to the Company (Clause 11.1)	The Association	14	68

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						
2	TRAVEL COSTS						
	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	GRAND 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

SCHEDULE 5: DEED OF ASSUMPTION

Deed of assumption

[insert] (Assignor)
[insert] (Assignee)

Deed of assumption

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Details

Date

Parties

Name

ACN

Short form name

Address

Assignor

Facsimile:

Attention:

Name

ACN

Short form name

Address

Assignee

Facsimile:

Attention:

Background

- A The Assignor is a party to the NTA Deed.
- B The Assignor wishes to assign and transfer its rights and obligations under the NTA Deed in relation to the Licence, to the extent of the Acquired Interest.
- C The parties have agreed that the Assignee will take an assignment and transfer of the rights and assume the obligations of the Assignor in the NTA Deed in relation to the Assigned Licence, to the extent of the Acquired Interest.
- D The parties have also agreed that this deed will operate in favour, and for the benefit of the Native Title Holders, the Association and the State (as defined in the NTA Deed).

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this deed, unless context otherwise requires:

Acquired Interest means a [insert]% interest as tenant in common in the Licence (including the rights, benefits, obligations and liabilities arising under or in relation to the Licence).

Assigned Licence means the licence specified in item 1 of the annexure.

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

Effective Date means the date specified in item 2 of the annexure.

Licence has the same meaning given to it in the NTA Deed.

NTA Deed means the deed specified in item 3 of the annexure.

1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;
- (e) a reference to a clause or annexure is a reference to a clause of, or an annexure to, this deed;
- (f) a reference to writing includes any method of representing or reproducing words, figures, drawings, or symbols in a visible form but excludes any communication using electronic mail;
- (g) a reference to a party to this deed or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives);
- (h) a reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing;
- (i) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, joint and severally;
- (j) the meaning of general words is not limited by specific examples introduced by including, or for example, or similar expressions;
- (k) references to agree, approve, or consent on the part of a party to this deed is a reference to agreement, approval or consent (as the case may be) on the part of that party in writing; and

- (l) nothing in this deed is to be interpreted against a party to this deed solely on the ground that the party put forward this deed or any part of it.

1.3 Headings

Headings in this deed do not affect its interpretation.

1.4 Annexure

The annexure forms part of this deed.

2. Assignment

2.1 Assignment and transfer

From the Effective Date, the Assignor assigns and transfers to the Assignee all of its rights and obligations under the NTA Deed in relation to the Assigned Licence, to the extent of the Acquired Interest.

2.2 Assignee

The Assignee covenants in favour of the Assignor, the Native Title Holders, the Association and the State that, from the Effective Date, the Assignee will perform and observe the Assignor's obligations under the NTA Deed in relation to the Assigned Licence, to the extent of the Acquired Interest, as if the Assignee were the Assignor under the NTA Deed.

2.3 Assignor

- (a) If the Assigned Licence is not all of the Licences, the Assignor remains bound by the terms of the NTA Deed in relation to those Licences which are not Assigned Licences, and other than to the extent of the Acquired Interest.
- (b) From the Effective Date, the Assignor is released from its obligations under the NTA Deed to the extent that those obligations are transferred and assigned to and assumed by the Assignee under this deed.

2.4 Indemnity by Assignee

The Assignee indemnifies the Assignor from:

- (a) all claims, actions and proceedings (whether in contract, tort or otherwise and whether actual, present, future or contingent), brought or made by any person against the Assignor, arising on or after the Effective Date under or in connection with the NTA Deed including any act or omission (whether negligent or otherwise) of the Assignee, its officers, employees, agents and contractors; and
- (b) all costs, expenses, losses, damages and liability (including legal costs on a full indemnity basis) suffered or incurred by the Assignor in relation to any such claim, action or proceedings,

to the extent that such claim, action, proceedings, costs, expenses, losses, damages or liability relate to the rights and/or obligations of the Assignor assigned and transferred by the Assignor and assumed by the Assignee pursuant to this deed.

2.5 Indemnity by Assignor

The Assignor indemnifies the Assignee from:

- (a) all claims, actions, and proceedings (whether in contract, tort or otherwise) and whether actual, present, future or contingent), brought or made by any person against the Assignee arising before the Effective Date under or in connection with the NTA Deed including any act or omission (whether negligent or otherwise) of the Assignor, its officers, employees, agents and contractors; and

- (b) all costs, expenses, losses, damages and liability (including legal costs on a full indemnity basis) suffered or incurred by the Assignee in relation to any such claim action or proceedings.

2.6 Notice of Assignment

The Assignee must notify the State, the Native Title Parties and the Association of the formation of this deed within 10 Business Days of formation and simultaneously provide a duplicate original of this deed to each of them.

3. Communications

3.1 Writing required

Any notice, direction, request, consent, approval, demand or other communication (**communication**) to be given under this deed will be in writing, be signed by the representative of the party giving the notice as set out in item 4 of the annexure and be addressed to the representative of the recipient party as set out in item 4 of the annexure.

3.2 Manner of giving

A communication may be delivered by hand, sent by prepaid post or sent by facsimile transmission to the address of the party to which it is being given and is deemed to have been received:

- (a) if delivered by hand, upon delivery;
- (b) if sent by post, 3 Business Days after posting; and
- (c) if sent by facsimile, on receipt by the sender of a confirmation report.

3.3 Change of details

Details specified in item 4 of the annexure in respect of a party may be changed by the party by not less than 5 Business Days notice to the other parties.

4. General

4.1 Entire agreement

This deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

4.2 Amendment

No amendment or variation of this deed is valid or binding on a party unless made in writing executed by both parties to it.

4.3 Severability

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

4.4 Assignment and transfer

- (a) The rights and obligations of each party under this deed are personal.
- (b) Those rights and obligations cannot be disposed of, encumbered or otherwise dealt with and no party may attempt, or purport, to do so without the prior consent of the other party.

4.5 No waiver

- (a) No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver.

- (b) A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (c) A waiver is not valid or binding on the party granting that waiver unless made in writing.

4.6 Costs and stamp duty

- (a) Each party must bear its own costs arising out of the negotiation, preparation and execution of this deed.
- (b) All stamp duty (including fines, penalties and interest) that may be payable on or in connection with this deed and any instrument executed under this deed must be borne by the Assignee.

4.7 Governing law and jurisdiction

- (a) This deed is governed by the laws of South Australia.
- (b) Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this deed.

4.8 Counterparts

- (a) This deed may be executed in any number of counterparts.
- (b) All counterparts when exchanged will be taken to constitute one document.

4.9 Relationship

- (a) The relationship between the parties is that of independent contractors.
- (b) The parties are not partners, joint venturers or principal and agent.

4.10 Execution

The parties execute this deed unconditionally as a deed poll.

Signing page

EXECUTED as a deed.
[insert appropriate execution clauses]

Annexure A

Item 1 – Assigned Licence

~~Insert~~

Item 2 – Effective Date

~~Insert~~

Item 3 – NTA Deed

~~Insert~~

Item 4 – Notice Details

~~Insert~~