

Consent Agreement for Exploration and Retention Licences

CONFIDENTIAL – FOR NATIVE TITLE HOLDER CONSIDERATION

BETWEEN

Adnyamathanha Traditional Lands Association (Aboriginal Corporation) RNTBC (under special administration) on behalf of Adnyamathanha Native Title Holders

and

Gehyra Exploration Pty Ltd

Petroleum Exploration Licence Application 631

and

Petroleum Exploration Licence Applications 577, 578, 579 and 791

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DRAFT

THIS AGREEMENT is made the day of 2026

BETWEEN:

Adnyamathanha Traditional Lands Association (Aboriginal Corporation)
RNTBC (ICN 3743) on behalf of Adnyamathanha Native Title Holders c/- MPS
Law, 100 Carrington Street Adelaide SA 5000

(ATLA)

AND:

Gehyra Exploration Pty Ltd (ACN: 668 157 837) c/- Gehyra Energy Pty Ltd
Level 1, 50 Kings Park Road Kings Park WA 6005

(Proponent)

- A. The Proponent has applied for the grant of a petroleum exploration licence under the *Energy Resources Act 2000* (SA), being Petroleum Exploration Licence Application 631.
- B. The South Australian Minister for Energy and Mining has issued a notice pursuant to section 29 of the *Native Title Act 1993* (Cth) in relation to the proposed granting of Petroleum Exploration Licence Application 631 to the Proponent.
- C. ATLA is the registered native title body corporate for the Adnyamathanha Native Title Consent Determinations. Part of the area covered by Petroleum Exploration Licence Application 631 is within the CD Land.
- D. Petroleum Exploration Licence Application 631 covers areas of immense cultural significance to the Native Title Holders. Lake Torrens is an Aboriginal site recorded in the central archive maintained under the *Aboriginal Heritage Act 1988* (SA).
- E. If granted, Petroleum Exploration Licence Application 631 will give the Proponent the right to explore for regulated substances. The Proponent intends to solely explore for natural hydrogen, helium and other associated gases.
- F. The Proponent has also made additional petroleum exploration licence applications which wholly or partially cover the Adnyamathanha Native Title Consent Determinations, specifically Petroleum Exploration Licence Applications 577, 578, 579 and 791. The Parties have agreed to include these additional petroleum exploration licence applications in the Agreement at a later time, should the Proponent apply for grant under the *Energy Resources Act 2000* (SA).
- G. The parties have negotiated in good faith in relation to this Agreement, including in respect of the grants to the Proponent of interests under the *Energy Resources Act 2000* (SA) which are provided for in this Agreement.
- H. The Parties agree to negotiate in good faith in respect of any future application for any Production Licence by the Proponent.
- I. The purpose of this Agreement is to:

- i. set out the basis upon which ATLA agrees to the grant of the Tenements and the carrying out of Exploration Activities by the Proponent under the terms of the Tenements; and
- ii. agree a process to assist the Proponent to avoid damaging, disturbing or interfering with any Aboriginal Cultural Heritage located within the Agreement Area.

IT IS AGREED AS FOLLOWS

1 Definitions

1.1 In this Agreement, including the schedules and attachments:

“Adnyamathanha Native Title Consent Determinations” means the determinations of native title rights and interests made by the Federal Court of Australia in *Adnyamathanha No 1 Native Title Claim Group v The State of South Australia (No 2)* [2009] FCA 359; *Coulthard v State of South Australia* [2014] FCA 124; *Coulthard v State of South Australia* [2015] FCA 1379; and *Coulthard v State of South Australia* [2015] FCA 1380;

“Adnyamathanha” and **“Adnyamathanha Native Title Holders”** means the Native Title Holders recognised in the Adnyamathanha Native Title Consent Determinations;

“Agreement” means this agreement and includes the Recitals and the schedules and includes any agreed variation of this document;

“Agreement Area” means the area of land and waters within the outer boundaries of the Tenements which overlap with the area within the outer boundaries of the CD Land;

“Aboriginal Cultural Heritage” means ‘Aboriginal site’, ‘Aboriginal object’ or ‘Aboriginal remains’, as defined in the Aboriginal Heritage Act;

“Aboriginal Heritage Act” means the *Aboriginal Heritage Act 1988* (SA);

“Aboriginal Tradition” has the same meaning as in the Aboriginal Heritage Act;

“Applicable Law” means every law and regulation of the State of South Australia or the Commonwealth from time to time in operation in South Australia which is applicable to the Exploration Activities of the Proponent;

“Additional PELs” is defined in clause 8.1;

“Area of Significance” means an area or location within or in the vicinity of the Nominated Areas which is of cultural, social or spiritual significance to Aboriginal people traditionally responsible for that area or location and includes:

- (a) an “Aboriginal site”, an “Aboriginal object” or “Aboriginal remains” as defined in the Aboriginal Heritage Act;
- (b) a “significant Aboriginal area”, a “significant Aboriginal object” or “Aboriginal remains” as defined in the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth),

whether recorded or not;

“Budget” means a financial costing for the performance of Cultural Monitoring or a Heritage Survey

prepared and agreed between the Parties generally in accordance with Schedule 3 hereof;

“Business Day” means a weekday that is not a public holiday in South Australia;

“CD Land” means all land and waters subject to a determination of native title that are within the external boundaries of the Adnyamathanha Native Title Consent Determinations, including any lands and waters in relation to which native title has been extinguished;

“Commencement Date” means the date that this Agreement is executed and if executed on different dates, the date upon which the last Party executes it;

“Consumer Price Index” means the consumer price index published by the Australian Bureau of Statistics for Adelaide to be calculated in accordance with the formula provided under clause 27;

“Drilling Activity” means any single exploration well or drill hole that occurs pursuant to any Tenement and includes but is not limited to mud pits, drill pads and access tracks associated with that exploration well or drill hole (regardless of whether the associated exploration well or drill hole eventuates) but does not include any rehabilitation activities conducted pursuant to clause 18;

“Energy Resources Act” means the *Energy Resources Act 2000* (SA);

“Expert” has the meaning given by clause 20.9;

“Exploration Activities” means all activities permitted to be undertaken under any Tenement but does not include desktop research;

“Force Majeure” means any circumstance which is beyond the reasonable control of the party affected by it and which causes or results in a default or delay in the performance by that party of any of its obligations under this Agreement and includes any of the following:

- (a) extreme or adverse weather conditions;
- (b) explosion, earthquake, landslide, fire, cyclone, flood or other natural disaster;
- (c) war, invasion, act of foreign enemy, hostilities (whether or not war has been declared) and any other unlawful act against public order or authority;
- (d) acts or omissions of a government body;
- (e) governmental restraint and adverse changes in government regulations that directly affect a Party;
- (f) ionising radiation or contamination, radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear, radioactive, toxic, explosive or other hazardous properties of any explosive assembly or nuclear component;
- (g) epidemic or pandemic;

“Heritage Approval” means the approval given by a Survey Team of a Nominated Area or any part thereof, for the purpose of the Proponent undertaking Exploration as specified in an Activities Notice as set out in Schedule 3, and the words **“Heritage Approved”** have a corresponding meaning;

“Heritage Survey” means the tasks of inspecting and assessing Nominated Areas undertaken by a Survey Team so as to identify those parts which are Heritage Approved and those parts which are

Not Heritage Approved, pursuant to this Agreement;

"Heritage Survey Request" means a written request made by the Proponent in accordance with Schedule 3, being a request for ATLA to undertake a Heritage Survey;

"Land Clearing" means:

- (a) in the case of grass, scrub or bush, the removal of vegetation by disturbing root systems and exposing underlying soil, but does not include:
 - i. the flattening or compaction of vegetation by vehicles where the vegetation remains living;
 - ii. the slashing or mowing of vegetation to facilitate access tracks, provided root systems remain in place and vegetation remains living; or
 - iii. the clearing of noxious or introduced plant species; and
- (b) in the case of trees, cutting down, ringbarking or pushing over trees.

"Minister" means the South Australian Minister to whom the Aboriginal Heritage Act has been committed;

"Native Title Holders" is defined in the Adnyamathanha Native Title Consent Determinations;

"Nominated Areas" means the area, or areas, within the Agreement Area that are specified in an Activities Notice made in accordance with paragraph 1 of Schedule 3, as an area, or areas, in which the Proponent proposes to carry out Exploration Activities;

"NTA" means the *Native Title Act 1993* (Cth) as amended;

"Party" means the Proponent or ATLA;

"Parties" means the Proponent and ATLA;

"PBC Regulations" means the *Native Title (Prescribed Bodies Corporate) Regulations 1999* (Cth);

"Production Licence" has the meaning given to it in Part 6 of the Energy Resources Act;

"Professional Services" means services which are rendered as part of a profession requiring special training, including, but not limited to, advice and services provided by legal, accounting, commercial and financial advisors;

"Proponent" means the party so named in this Agreement and its assignees in accordance with clause 24;

"Reconnaissance Survey" has the meaning given in paragraph 3 of Schedule 3;

"Report" means a written report prepared pursuant to paragraph 12 of Schedule 3;

"Retention Licence" means a 'petroleum retention licence' for the purpose of Part 5 of the Energy Resources Act;

"Section 31 Deed" means the deed regarding the grant of the Tenement under section 31(1)(b) of the NTA between the State of South Australia, the Proponent and ATLA in relation to the grant of

the Tenement;

"Specialist" means an appropriately qualified person nominated by ATLA, and agreed to by the Proponent (acting reasonably), to assist the Aboriginal members of the Survey Team, being an independent anthropologist or an archaeologist;

"State" means the State of South Australia;

"Survey Team" means a Survey Team organised from time to time in accordance with paragraph 8 of Schedule 3;

"Tenement Area" means the outer boundaries of a Tenement which overlaps with the area within the outer boundaries of the CD Land;

"Tenement" means any one of the following interests which is held by the Proponent at any given time during the operation of this Agreement:

- (a) the Petroleum Exploration Licence (**"PEL"**) applied for by the Proponent as specified in Schedule 1, (which may be granted as a Regulated Substance Exploration Licence under the Energy Resources Act) including any renewals or re-grants, extension, conversion, modification, substitution or variation thereof which when granted will confer like rights of the PEL;
- (b) any Additional PELs as specified in Schedule 2 which are included in this Agreement pursuant to clause 8, including any renewals or re-grants, extension, conversion, modification, substitution or variation thereof which when granted will confer like rights of the Additional PEL; and
- (c) any Retention Licence (which may be granted as a Regulated Substance Retention Licence under the Energy Resources Act) granted to the Proponent in respect of the PEL or Additional PELs covered by this Agreement, including any renewals or re-grants, extension, conversion, modification, substitution or variation thereof which when granted will confer like rights of the Retention Licence,

but does not include any other interest that may be sought under the Energy Resources Act including any Production Licence granted in respect of any Tenement or otherwise applied for or held by the Proponent;

"Tenements" means one or more Tenement which overlaps with the outer boundaries of the CD Land;

"Term" means the term specified in clause 3; and

"Wage Price Index" means the wage price index (Table 2b: Total hourly rates of pay, excluding bonuses, SA; Private and public: All industries) as published by the Australian Bureau of Statistics or its successor (or any index so published in substitution for that index), indexed for the year ending 30 June 2025 as the base year.

2 Interpretation

2.1 In this Agreement:

- (a) definitions which are given to words and phrases in the Background paragraphs also apply in the operative provisions;

- (b) headings are for convenience only and do not affect interpretation;
- (c) unless the context indicates a contrary intention:
 - (i) a word importing the singular includes the plural (and vice versa)
 - (ii) words of any gender include all genders;
 - (iii) where any word or phrase is given a definite meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - (iv) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency or other legal entity as well as an individual;
 - (v) a reference to a clause, Party, schedule, attachment or exhibit is a reference to a clause of, and a Party, schedule, attachment or exhibit to, this Agreement and a reference to this Agreement includes any schedule, attachment and exhibit;
 - (vi) a reference to a document includes all amendments or supplements to, or replacement or novation of, that document;
 - (vii) a reference to a statute, statutory provision or regulation includes all amendments, consolidation or replacement to it and each ordinance, by-law, regulation, rule and statutory instrument (however described) issued under it, as in force from time to time;
 - (viii) a reference to a Party to this Agreement or another agreement or document includes the Party's successors, permitted substitutes and permitted assigns (and, where applicable, the Party's legal personal representative);
 - (ix) a covenant, obligation or liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally;
 - (x) a reference to a body, other than a Party to this Agreement, whether statutory or not,
 - (A) which ceases to exist; or
 - (B) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
 - (xi) no provision of this Deed will be construed adversely to a Party because that Party was responsible for the preparation of this Agreement or that provision;
 - (xii) specifying anything in this Agreement after the words 'include' or 'for example' or similar expressions does not limit what else is included and, when introducing an example, does not limit the meaning of the words to which the example relates to examples of a similar kind;
- (d) words and expressions defined in the Mining Act, the NTA or the Aboriginal Heritage Act have the same meaning when used in this Agreement unless otherwise defined; and
- (e) the Recitals and Schedules form part of this Agreement.

3 Commencement and Term

- 3.1 This Agreement commences on the Commencement Date and remains binding on the Parties until the Proponent or its successors and assignees no longer hold any Tenements.
- 3.2 The Agreement will terminate upon the Proponent giving notice to ATLA as to the occurrence of any of the following events:
 - (a) the Proponent does not hold any Tenements within the CD Land;
 - (b) the Agreement Area is reduced to zero.

4 Authority, Representations and General obligations of ATLA

- 4.1 ATLA warrants that it has authority to execute this Agreement on behalf of the Native Title Holders and to perform ATLA's obligations imposed by this Agreement.
- 4.2 ATLA confirms that, in accordance with the PBC Regulations, it has consulted with and obtained the consent of the Native Title Holders to it entering into this Agreement. For the avoidance of any doubt, ATLA confirms that it has consulted with, and the Native Title Holders have provided their consent to the grant of the Additional PELs in accordance with clause 8.
- 4.3 ATLA will:
 - (a) at all times throughout the term of this Agreement act in good faith;
 - (b) meet all of its obligations under this Agreement; and
 - (c) assist the Proponent to implement this Agreement where the Proponent is acting in good faith in accordance with this Agreement.

5 Authority, Representations and General obligations of Proponent

- 5.1 The Proponent represents and warrants that it has the authority and power to enter into this Agreement and to perform the Proponent's obligations under this Agreement.
- 5.2 Where (or to the extent that) the Proponent is not the sole registered holder of a Tenement, it enters into this Agreement both on its own behalf and as the authorised agent of the registered holder (or the other registered holders).
- 5.3 In accessing the Agreement Area and carrying out any Exploration Activities the Proponent will comply with this Agreement, the Aboriginal Heritage Act and any other laws applicable to the Exploration Activities.
- 5.4 The Proponent will not undertake activities on the Agreement Area other than the Exploration Activities.
- 5.5 If the Proponent carries out any Exploration Activities through contractors, the Proponent will ensure that such contractors are made aware of all relevant obligations of the Proponent pursuant to this Agreement and the Aboriginal Heritage Act.
- 5.6 The Proponent will:
 - (a) at all times throughout the term of this Agreement act in good faith;

- (b) meet all of its obligations under the Agreement; and
- (c) promptly provide all information that is required by ATLA to implement any element of this Agreement.

6 Execution of Section 31 Deed

- 6.1 The Proponent and ATLA agree to execute a Section 31 Deed contemporaneously with the execution of this Agreement.
- 6.2 The Parties agree that this Agreement is ancillary to the Section 31 Deed and sets out the basis upon which ATLA is prepared to consent to the grant of the Tenement and the carrying out of Exploration Activities in the Agreement Area.

7 Native Title Consents

- 7.1 ATLA agrees, subject to the conditions set out in subclauses 7.2 to 7.6 and clause 8, to:
 - (a) the grant of the Tenements;
 - (b) any renewals or extensions of the Tenements, which when granted will confer like rights of the Tenements;
 - (c) the conversion, modification, substitution or variation of the Tenements, which when granted will confer like rights of the Tenements;
 - (d) the carrying out of Exploration Activities within the Agreement Area pursuant to the Tenements; and
 - (e) assignment of the Tenements, provided that the conditions in clause 24 have been satisfied.
- 7.2 The Proponent will conduct its Exploration Activities in the Agreement Area in compliance with the Energy Resources Act and the terms of this Agreement.
- 7.3 The Proponent will only carry out Exploration Activities following compliance with Schedule 3.
- 7.4 The Proponent will remain at all times in compliance with its payment obligations under this Agreement. Where the Proponent is in default of any payment required to be made under this Agreement, clause 28 applies.
- 7.5 To the extent that the Proponent does not comply with the conditions in this clause, the consent of ATLA to the carrying out of the Exploration Activities in the Agreement Area is withdrawn.
- 7.6 The Parties agree that the rights granted under the Tenements are non-exclusive and that the Non-Extinguishment Principle, as defined in the Native Title Act, applies to the grant of the Tenements and the conduct of the Exploration Activities.

8 Additional PELs

- 8.1 The Parties acknowledge that the Proponent may seek the future grant of additional petroleum exploration licences or regulated substances exploration licences in respect of the following petroleum exploration licence applications which wholly or partially overlap the external boundaries of the CD Land: PELA 577, PELA 578, PELA 579 and PELA 791 as set out in Schedule 2 (**Additional PELs**).

- 8.2 The Parties further acknowledge that the Proponent may seek a retention licence in respect of any of the Additional PELs granted to the Proponent.
- 8.3 ATLA acknowledges that it has negotiated in good faith with the Proponent in respect of the Additional PELs.
- 8.4 Upon the grant of any Additional PEL, the Additional PEL shall be deemed to be included in this Agreement and subject to the terms of this Agreement.
- 8.5 For the avoidance of doubt, the consents in respect of the Tenements provided under this Agreement extends to any Additional PEL granted and any retention licence granted in respect of any Additional PEL within the respective areas set out in Schedule 2.

9 No agreement to Production Licence

Nothing in this Agreement constitutes consent to the granting of a Production Licence to the Proponent. The Parties agree that the proposed granting of any such licence is a separate future act for the purpose of the Native Title Act, and will be subject to further good faith negotiations conducted in a timely manner and in accordance with the Native Title Act.

10 Compensation and Benefits

- 10.1 In consideration of ATLA and the Native Title Holders agreeing to the grant and subsequent renewals of the Tenements and to compensate for the effect of the grant of the Tenements and the carrying out of the Exploration Activities on the native title rights and interests of the Native Title Holders in accordance with the terms of this Agreement, the Proponent agrees to make payments to ATLA as follows:

Execution Payment

- (a) Upon commencement of this Agreement, \$50,000 (exclusive of GST).

Additional PELs

- (b) On the grant of any Additional PEL, \$20,000 (exclusive of GST) per Additional PEL granted, adjusted for CPI in accordance with clause 27 (exclusive of GST).

Retention Licence Payment

- (c) On the grant of any Retention Licence in the Agreement Area, payment of \$25,000 per Retention Licence, adjusted for CPI in accordance with clause 27 (exclusive of GST).

Drilling Payments

- (d) For each Drilling Activity undertaken by the Proponent within the Agreement Area under the Tenement, payment of \$25,000, adjusted for CPI in accordance with clause 27 (exclusive of GST).

Exploration Payments

- (e) Beginning on the first anniversary of the date of the grant of the PEL and continuing annually on each anniversary of that date for the term of this Agreement, thereafter ("**Anniversary Date**"), payment of:

- (i) an amount equivalent to 1% of all annual expenditure associated with the Exploration Activities for the Tenements held by the Proponent in the previous agreement year; and
- (ii) an amount equivalent to \$7 per square kilometre of the Tenement Area, as at the Anniversary Date.

Administration Payment

10.2 To assist with the overall administration of this Agreement, the Proponent agrees to make payments to ATLA as follows:

- (a) Beginning on the first anniversary of the commencement of the Agreement and continuing annually on each anniversary of the commencement of the Agreement for the term of this Agreement, \$20,000 per Tenement held by the Proponent at the time the Administration Payment becomes owing, adjusted for CPI in accordance with clause 27 (exclusive of GST).

10.3 For the avoidance of doubt nothing in this clause 10 prevents ATLA from pursuing damages for breach of this Agreement or any harm done by the Proponent in conducting its Exploration Activities, including harm to the environment and Aboriginal Cultural Heritage.

11 Invoicing

11.1 Within fourteen (14) days of the commencement of this Agreement, ATLA will issue a properly rendered tax invoice for the Execution Payment owed under clause 10.1(a).

11.2 Following the granting of any Additional PEL or Retention Licence under this Agreement, ATLA will promptly issue a properly rendered tax invoice for any payments owed under clauses 10.1(b) and 10.1(c).

11.3 Within fourteen (14) days of each annual anniversary of the commencement of the Agreement, the Proponent must provide to ATLA an **Invoice Report** detailing information necessary for ATLA to invoice for the payments owed under clause 10, which includes the following:

- (a) each Drilling Activity undertaken by the Proponent within the Agreement Area in the previous year;
- (b) the total annual expenditure of the Exploration Activities in the previous year;
- (c) a copy of the Annual Report on the activities undertaken by the Proponent which it is required to provide to the State, including financial statement of expenditure; and
- (d) the size of the Tenements, as at the Anniversary Date.

11.4 Following receipt of an Invoice Report ATLA will promptly issue a properly rendered tax invoice for the payments owed to it in accordance with this Agreement.

11.5 The Proponent agrees to make payment under this clause within fourteen (14) days of receiving a properly rendered tax invoice from ATLA.

12 Costs of entering into and implementing this Agreement

12.1 The Proponent shall meet the reasonable legal fees, costs and expenses incurred by ATLA in connection with the negotiation and execution of this Agreement and the Section 31 Deed.

- 12.2 The Proponent shall meet the costs of ATLA incurred in relation to the performance of its obligations under the Cultural Heritage Procedures set out at Schedule 3 and agreed Budgets or as otherwise expressly set out in the Agreement.
- 12.3 The Proponent agrees to make payment under this clause within fourteen (14) days of receiving a properly rendered tax invoice from ATLA.

13 Employment and Contracting Opportunities

- 13.1 The Proponent recognises that it is an objective of ATLA and the Native Title Holders to establish commercially successful businesses and develop training, employment and contracting opportunities on the CD Land.
- 13.2 The Proponent must use its best endeavours to provide employment, training and contracting opportunities to ATLA and the Native Title Holders in connection with its Exploration Activities.
- 13.3 The Proponent will take reasonable steps to procure its contractors and subcontractors to give particular regard to providing employment opportunities to Native Title Holders where vacancies exist or arise in their work in carrying out the Exploration Activities and matching skills and experience with vacancies.
- 13.4 For the purpose of this clause 13, but without limiting its generality, the Proponent agrees to:
- (a) notify ATLA of any contracting opportunities that arise in connection with the Exploration Activities, including in relation to rehabilitation works;
 - (b) engage with ATLA about contracting opportunities that ATLA or particular Native Title Holders have the requisite skills and capabilities to perform;
 - (c) give preference to tendered or quoted prices given by ATLA or a Native Title Holder owned business, so long as the tenders are otherwise competitive on price, technical capability, experience, methodology and compliance; and
 - (d) wherever reasonably possible, provide contracting, employment and training opportunities for Native Title Holders.

14 Aboriginal Heritage Protection

- 14.1 The Parties agree that:
- (a) recognition, protection and conservation of Aboriginal Cultural Heritage is based on respect for Aboriginal knowledge, culture and traditional practices;
 - (b) all cultural and intellectual property rights associated with the Aboriginal Cultural Heritage remain the property of ATLA and the Native Title Holders to the extent permitted by law;
 - (c) they will implement timely and efficient processes for the management of Aboriginal Cultural Heritage in relation to Exploration Activities in accordance with the terms of this Agreement; and
 - (d) Subject to the Proponent's right to make application and be granted approval under the Aboriginal Heritage Act, Exploration Activities will be carried out in accordance with any outcome, conditions, qualifications or limitations notified by ATLA in accordance with those Cultural Heritage Procedures under Schedule 3 of this Agreement.

- 14.2 The Proponent will make every effort to undertake ongoing consultation with ATLA through periodic updates on heritage matters (as applicable) to ATLA or any committee nominated by ATLA.
- 14.3 The Proponent agrees that it will not make an application for an approval or authorisation in relation to its Exploration Activities in the Agreement Area under the Aboriginal Heritage Act without first obtaining the written consent of ATLA which consent is not to be unreasonably withheld or delayed.
- 14.4 Notwithstanding that Lake Torrens is not within the CD Land, the Proponent acknowledges the special cultural significance of Lake Torrens to the Adnyamathanha Native Title Holders and in recognition of that special cultural significance, the Proponent agrees that it will not conduct any drilling on Lake Torrens except with the prior written consent of ATLA.

15 Cultural Heritage Awareness, Induction and Training

- 15.1 If requested, and in consultation with ATLA, the Proponent will undertake Adnyamathanha led awareness training for its contractors, subcontractors and employees ("**Awareness Training**").
- 15.2 The Proponent will meet ATLA's reasonable costs associated with the provision of the Adnyamathanha led Awareness Training. To the extent practicably possible, Awareness Training will be conducted at times and locations mutually agreed by the parties.
- 15.3 The Proponent must ensure that all its employees, agents and contractors including employees, agents and contractors of any related bodies corporate who are engaged to carry out Exploration Activities on the Agreement Area ("**Proponent's Personnel**") are aware of their obligations under the Aboriginal Heritage Act and are aware of, and comply with, the Proponent's obligations under this Agreement.

16 Discoveries while undertaking Exploration Activities

- 16.1 The Proponent will inform its on-site employees and contractors of their obligations under the relevant provisions of the Aboriginal Heritage Act and this Agreement (including under this clause 16) in relation to the protection and preservation of Areas of Significance.
- 16.2 If, at any time in the course of carrying out the Exploration Activities in accordance with this Agreement, the Proponent (despite complying with the outcomes of the Heritage Procedures)) discovers any site, object or remains which the Proponent suspects may be an Aboriginal site, Aboriginal object or Aboriginal remains, then in addition to its obligations under the Aboriginal Heritage Act and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), the Proponent will immediately cease work at that site or at the location of the relevant object or remains and report the discovery to ATLA.
- 16.3 ATLA will endeavour to assess any such discovery as soon as practicable to determine whether in the circumstances the location of the discovery may be safely isolated by an exclusion zone so as to allow Exploration Activities in other areas to continue.
- 16.4 In any event the relevant site or the location of the relevant object or remains must be treated by the Proponent as though no Heritage Approval had previously been given for the area in the near vicinity of the discovery and any relevant object or remains must be left *in situ* without being moved or interfered with until another Survey Team has the opportunity to make an assessment of the discovery.
- 16.5 ATLA will endeavour to facilitate a Heritage Survey of the discovery as soon as practicable but in any event within fourteen (14) calendar days of written notification by the Proponent. The Heritage Survey will be conducted in accordance with Schedule 3. The Proponent may only undertake Exploration Activities at the location of the discovery if given Heritage Approval by ATLA and

subject to complying with any direction made under the Aboriginal Heritage Act.

17 Copyright and Confidentiality

- 17.1 ATLA shall retain the copyright, intellectual property, and ownership of all information, reports and maps which may be prepared by the Specialists or any of the Native Title Holders in accordance with this Agreement and subject to clause 17.2 and 17.4, grants the Proponent a perpetual, royalty free licence to use such intellectual property for the purpose of undertaking its Exploration Activities during the Term of this Agreement.
- 17.2 The Proponent shall not use any logos or photographic images provided by ATLA, the Specialists or any of the Native Title Holders, for any purpose other than conducting Exploration Activities, without the prior written consent of ATLA.
- 17.3 The Proponent shall treat as confidential any cultural information disclosed in a Report or by any member of a Survey Team or Native Title Holder:
- (a) in relation to any Nominated Area in respect of which (or of part of which) Heritage Approval is denied in a Report; or
 - (b) in relation to any Area of Significance ("**Confidential Cultural Information**").
- 17.4 The Proponent shall not use any Report provided pursuant to this Agreement or disclose any Confidential Cultural Information for the purpose of an application to the Minister under the Aboriginal Heritage Act without the written consent of ATLA such consent not to be unreasonably withheld.
- 17.5 No confidential information relating to this Agreement or confidential information of the type described in this clause 17 shall be disclosed to any third party, except:
- (a) to the extent required by law or in the course of legal proceedings;
 - (b) in proceedings under the NTA;
 - (c) where the Proponent or ATLA is legally required to do so under the Energy Resources Act;
 - (d) to professional advisers of the Proponent or ATLA for the purposes of obtaining advice relating to the Proponent's or ATLA's obligations under this Agreement;
 - (e) to a contractor or joint venturer where such disclosure is needed to ensure that the contractor or joint venturer will not damage, disturb or interfere with an Area of Significance;
 - (f) to the extent that such information is already or becomes in the public domain without breach of this clause;
 - (g) to a related body corporate provided it is bound by obligations of confidentiality; and/or
 - (h) in the course of the sale or assignment of the Tenement or the Proponent's business provided the purchaser or assignee is bound by a Deed of Confidentiality in favour of ATLA and the Native Title Holders in accordance with this Agreement.
- 17.6 Except as otherwise provided by this Agreement, ATLA and the Survey Team shall not be required to provide to the Proponent any cultural information relating to Areas of Significance or Aboriginal heritage.

- 17.7 ATLA recognises that information supplied by the Proponent may be of a commercially sensitive nature and shall not divulge any such information to any third party except to the extent necessary for the conduct of the Heritage Survey by the Survey Team or in general terms to Native Title Holders who may be affected by the Proponent's Exploration Activities.
- 17.8 The obligations of the Parties under this clause 17 shall survive the expiry or termination of this Agreement.

18 Environmental Protection

18.1 In carrying out Exploration Activities, the Proponent will:

- (a) Subject to any permissions or approvals granted by the Minister under the Aboriginal Heritage Act, comply with all conditions, qualifications and limitations attached to a Heritage Approval as set out in a Report; and
- (b) comply with all relevant Applicable Laws relating to hydrogen, helium and associated gases exploration or environmental protection; and
- (c) use its best endeavours to:
 - (i) conserve and protect the environment;
 - (ii) disturb the least amount of soil and vegetation reasonably possible and take all practical steps to prevent erosion;
 - (iii) minimise pollution;
 - (iv) restrict activity to the minimum area necessary for the efficient conduct of Exploration Activities; and
 - (v) keep each Nominated Area clean, tidy and free from rubbish and debris.

Rehabilitation

18.2 The Proponent agrees that it will:

- (a) prior to the commencement of Exploration Activities, deliver to ATLA a copy of any report lodged with regulatory authorities under the Energy Resources Act which records the condition of the lands and waters that are proposed to be subject to Exploration Activities ("**Condition Report**");
- (b) rehabilitate those areas within the Agreement Area in accordance with the Agreement and applicable statutory and regulatory requirements;
- (c) incorporate any reasonable feedback ATLA provides in relation to the conduct of the rehabilitation; and
- (d) deliver to ATLA a copy of any rehabilitation report lodged with regulatory authorities under the Energy Resources Act which accurately records the rehabilitated condition of the land ("**Rehabilitation Report**").

18.3 Upon receipt of the Rehabilitation Report, ATLA may provide a written notice informing the Proponent that it either:

- (a) agrees the Proponent's rehabilitation obligations under the Agreement have been satisfied; or
 - (b) requires further information regarding the Proponent's rehabilitation activities; or
 - (c) considers the Proponent's rehabilitation obligations under the Agreement have not been satisfied, and the basis for that.
- 18.4 Should ATLA provide a response pursuant to clause 18.3(b) or 18.3(c) the Parties will work together in good faith to address any of ATLA's queries or concerns.
- 18.5 Where the Parties are unable to resolve any disagreements with respect to the Proponent's rehabilitation obligations under this Agreement in accordance with clause 18.4, the Dispute Resolution procedures in clause 20 apply.

19 Information Sharing and Implementation Meetings

- 19.1 The Parties acknowledge the importance of the timely provision of information between the Proponent and ATLA in relation to the carrying out of the Exploration Activities to ensure that ATLA is aware of and understands the Proponent's activities within the Agreement Area and to assist in avoiding misunderstandings.
- 19.2 To this end, the Proponent agrees to:
- (a) keep ATLA updated as to the timing of Exploration Activities in the Agreement Area and any issues which may arise under this Agreement; and
 - (b) attend an **Implementation Meeting** with ATLA or its nominated representatives at least once per year to discuss the general implementation of the Agreement. The agenda for Implementation Meetings may include the following items (amongst other things):
 - (i) employment and contracting opportunities, rehabilitation and cultural heritage commitments and obligations; and
 - (ii) any feedback or other matters either ATLA or the Proponent may wish to discuss in respect of the implementation of the Agreement.
- 19.3 Implementation Meetings may be held online via video conferencing if ATLA and the Proponent agree. The State may also be requested to attend an Implementation Meeting, if necessary.
- 19.4 ATLA's costs of the Implementation Meeting will be met by the Proponent in accordance with an agreed Budget reflecting the Rates set out in Schedule 4.

20 Dispute Resolution

- 20.1 All disputes and differences between the Parties in connection with the interpretation, effect or any other matter in any way relating to this Agreement will be dealt with in accordance with this clause 20 whether the dispute is first raised during or after the Term.
- 20.2 The Parties agree that:
- (a) they will make every effort to ensure that disputes do not arise;
 - (b) if a dispute does arise, they must make every reasonable effort to resolve the dispute in accordance with this clause 20 and without recourse to litigation or arbitration proceedings;

and

- (c) the provisions of clauses 20.1 and 20.2(b) do not apply to litigation proceedings for injunctive, interlocutory or declaratory relief.
- 20.3 A Party ("**Notifying Party**") may give a notice to the other Party ("**Notified Party**") setting out details of the dispute and any other matter that may, in the reasonable opinion of the notifying party, be relevant to the resolution of the dispute.
- 20.4 Within seven (7) calendar days of the date of the notice the notifying party and the notified party will use their respective reasonable endeavours to meet and resolve the dispute within a further period of fourteen (14) calendar days.
- 20.5 If a dispute is not resolved in accordance with the provisions of clause 20.4:
- (a) either Party may request the President for the time being of the Law Society of South Australia to appoint a mediator to mediate that dispute;
 - (b) within seven (7) days of a mediator being appointed, the mediator will convene an initial meeting of the Parties in an attempt to resolve that dispute; and
 - (c) if that dispute is not resolved at that initial meeting, the mediator will convene such further meetings of the Parties during the subsequent fourteen (14) days as the mediator reasonably considers necessary for the purpose of resolving that dispute.
- 20.6 If a dispute is not resolved in accordance with the provisions of clause 20.5, either Party may refer the determination of that dispute to the Expert, who shall act as an expert and not as an arbitrator and whose determination in the absence of manifest error shall be final and binding on the Parties.
- 20.7 The Expert may determine that either Party must pay the whole or a specified portion of the costs and expenses of the other Party in relation to the Expert's determination. Otherwise, each Party will bear its own costs and expenses in relation to the Expert's determination.
- 20.8 The Expert may determine that either Party must pay all, or that the Parties must pay in specified portions, the Expert's fees and expenses and the cost of the Expert's determination. Otherwise, the Parties will pay these in equal shares.
- 20.9 For the purposes of this clause 20, "Expert" means the person appointed either:
- (a) by agreement between the Parties within seven (7) days of any dispute not being resolved in accordance with the provisions of clause 20.5; or
 - (b) failing such agreement, at the request of either Party, by the President for the time being of the Law Society of South Australia (or the President's nominee), being (if practicable) a person who has an understanding of, and/or experience in, Aboriginal heritage/native title and minerals exploration matters.
- 20.10 The obligations of the Parties under this clause 20 shall survive the termination of this Agreement.

21 Review of Agreement

- 21.1 Following the second annual anniversary of the commencement of this Agreement, the Parties shall meet together with their advisers and review the operation of this Agreement ("**First Review Meeting**"). At the First Review Meeting the Parties shall negotiate in good faith in relation to such changes to the Agreement as may be required in order to ensure that this Agreement operates

fairly to each of them.

- 21.2 The Parties agree that the First Review Meeting will not extend to negotiating any changes in financial payments arising under this Agreement.
- 21.3 At least once every five years beginning from the fifth annual anniversary of the commencement of the Agreement the Parties shall meet together with their advisers and review the operation of this Agreement ("**Five Year Review Meeting**"). At each Five Year Review Meeting the Parties shall negotiate in good faith in relation to such changes to the Agreement as may be required in order to ensure that this Agreement operates fairly to each of them.
- 21.4 The Parties agree that the First Review Meeting and the Five Year Review Meetings will be held as soon as practicably possible following receipt of an initiating notice issued in writing by any party or otherwise within a timeframe agreed amongst the Parties, acting reasonably.
- 21.5 In the event that the Parties involved in a review pursuant to clause 21.1 or 21.3 cannot reach an agreement on a revised Agreement within three (3) months of the initiating notice for review (or such other time as may be agreed by the Parties in writing), the Parties will attempt to resolve the dispute through mediation by an agreed mediator, with costs to be met by the Proponent.
- 21.6 However, no amendment or variation of this Agreement is valid or binding unless made in writing and executed by or on behalf of the Parties.
- 21.7 The Proponent will:
- (a) cover the reasonable costs of ATLA, including legal costs, to undertake a review of this Agreement; and
 - (b) lodge a copy of any amendment or variation to the Agreement with the Registrar in accordance with the Energy Resources Act after execution by both Parties.

22 Insurance

- 22.1 The Proponent must take out and maintain until the expiration of the Tenement public liability insurance in the sum of not less than \$10 million.
- 22.2 The Parties will each maintain their own workers compensation and any other insurances required by law.

23 Notices

- (a) A notice or other communication to or by a Party must be:
- (i) in writing addressed as shown below:
 - (A) if to ATLA:

c/- MPS Law
Att: Michael Pagsanjan
filing@mpslaw.com.au
 - (B) if to the Proponent:

c/- Gehyra Energy
Att: Krista Davies

krista@gehyra.com.au

or to such other address as either Party may from time-to-time specify in writing to the other Party. In the event that any Party changes its address for notices that Party must advise the other Party by notice in writing within seven (7) days of its new address, and from that time all Parties must address any notices to the new address.

- (b) Notices must be given, and shall be deemed received:
 - (i) by express post: 2 Business Days after posting;
 - (ii) by regular post: 4 Business Days after posting;
 - (iii) by hand: on delivery; or
 - (iv) by email: when the sender's email server records the email as having been sent to the recipient's email, unless the sender receives an automated notice that delivery has failed.
- (c) This clause 23 does not apply to notices given in legal proceedings or arbitration.

24 Assignment

Assignment by Proponent

- 24.1 In the event that the Proponent intends to assign its interest or any part of its interest in any Tenement, the Proponent must assign its interest in this Agreement so far as it relates to that assigned interest, to the assignee.
- 24.2 Prior to assignment under clause 24.1 taking place the Proponent shall:
 - (a) provide in writing relevant details to ATLA of the proposed assignee sufficient for ATLA to assess whether the assignee is capable of meeting its obligations relevant to the assigned interest under this Agreement;
 - (b) if the Proponent intends to assign part only of its interest, identify which of the Proponent's obligations under this Agreement will be assigned to the assignee;
 - (c) take all reasonable steps to organise a meeting between the Proponent, ATLA and the proposed assignee (which may be held online via video conferencing if both parties agree, acting reasonably), with costs of the meeting to be met by the Proponent; and
 - (d) require the assignee to enter into a deed of assumption in favour of ATLA and the Native Title Holders in the form set out in Schedule 6 to be bound by the obligations of the Proponent under this Agreement in relation to the assigned interest with effect from the date of assignment.
- 24.3 Should ATLA not be satisfied, acting reasonably, that the assignee is capable of satisfying its obligations under this Agreement it may issue a dispute notice pursuant to clause 20.3 of this

Agreement following which the Parties agree that no assignment will occur until the Dispute Resolution process outlined in clause 20 has been followed.

- 24.4 Within seven (7) days of execution of the deed of assumption by the assignee, the Proponent shall provide a copy of the Deed to ATLA.
- 24.5 ATLA must issue a dispute notice pursuant to clause 24.3 within thirty (30) days of receipt of the information provided in accordance with clause 24.2(a).

Separation Payment

- 24.6 The Proponent shall make a Separation Payment of \$50,000 (exclusive of GST) to ATLA for any assignment of a Tenement (pro rata for partial assignment) that occurs pursuant to clause 24.1 of this Agreement other than to a related body corporate within fourteen (14) days of any such assignment and upon receipt of a properly rendered tax invoice from ATLA.
- 24.7 The Proponent shall meet ATLA's reasonable legal costs associated with consideration and execution of the deed of assumption.
- 24.8 The Proponent shall be automatically released and discharged from any and all obligations under this Agreement in relation to its interest or part interest in a Tenement upon the assignee entering into a deed of assumption in accordance with clauses 24.1 and 24.2 in respect of that assigned interest or part interest.

25 Entire Agreement

- 25.1 This Agreement and the Section 31 Deed represents the entire agreement between the Parties in respect to its subject matter and supersedes all prior agreements and understandings between the Parties in connection with it.
- 25.2 The Parties hereby acknowledge that no representations or warranties have been made other than those expressly recorded in the Section 31 Deed and this Agreement and that, in respect of this Agreement or any part of it including the transactions contemplated pursuant to this Agreement, no party has relied or will rely upon any representations or information, whether oral or written, previously provided to or discovered by it.

26 GST

- 26.1 The Parties agree that, if a goods and services, value – added or comparable tax (GST) applies under the *A New Tax System (Goods and Services Tax) Act 1999* or associated legislation (**GST legislation**) in relation to any taxable supply (within the meaning of the GST legislation) (**taxable supply**) made by a Party (**supplier**) to another Party (**recipient**) under or pursuant to this Agreement:
- (a) the amount payable by the recipient to the supplier in respect of the taxable supply (**payment**) does not include GST;
 - (b) the supplier may, in addition to the payment, recover from the recipient (and the recipient will pay to the supplier) an additional amount on account of the GST, such additional amount to be calculated in accordance with the GST legislation; and
 - (c) the supplier will provide to the recipient a tax invoice (within the meaning of the GST legislation) in respect of the taxable supply as required by the GST legislation.

27 CPI

- 27.1 All payments required to be paid by the Proponent under this Agreement (including the Schedules) must be indexed in accordance with the following formula:

$$P = \frac{XY}{Z}$$

Z

Where:

P = the relevant CPI payment to be made

X = the CPI published for the quarter immediately preceding the due date for the payment

Y = the applicable payment specified in the Agreement

Z = the CPI published for the quarter last ended prior to the Commencement Date

28 Default on payments by Proponent

- 28.1 Where payment is not made by the Proponent on any payment required to be made by the Proponent under this Agreement ("**Outstanding Amount**") within thirty (30) days of a properly rendered tax invoice:

- (a) the Proponent is liable to pay interest on the Outstanding Amount calculated in accordance with the following formula:

$$I = ND \times (IA \times PIR) / 365$$

Where:

I = the interest payable to ATLA

ND = the number of days that the invoice is paid late calculated from the Business Day after the amount was due and payable up to and including the day that the Proponent effects payment

IA = the value of the invoice (GST exclusive)

PIR = the prescribed interest rate applying on the first day of the month in which the payment was due and payable. The prescribed interest rate is the Reserve Bank Cash Rate for the applicable month; and

- (b) the consent of ATLA to the carrying out of Exploration Activities within the Agreement Area is withdrawn and the Proponent agrees that it will not undertake any Exploration Activities within the Agreement Area until payment, including any accrued interest, is made in full or, if clause 20 applies, the dispute is otherwise resolved in accordance with that clause.

- 28.2 Where the Proponent remains in default for a period of sixty (60) days from the date on which any payment under this Agreement is due and payable, such default constitutes a dispute for the purpose of this Agreement and clause 20 applies.

29 Cultural Responsibilities and Unforeseen Events

- 29.1 If a Party is prevented in whole or in part from carrying out its obligations under this Agreement as a result of an event of Force Majeure or due to cultural responsibilities of ATLA, it must promptly notify the other Party. The notice must:
- (a) specify the obligations it cannot perform;
 - (b) describe the event of Force Majeure (which for the avoidance of doubt may include extreme or adverse weather conditions) or the nature of the Native Title Holder's cultural responsibilities;
 - (c) estimate the time during which the Force Majeure event or cultural responsibilities will continue; and
 - (d) specify the measures proposed to be adopted, if any, to remedy or abate the Force Majeure or cultural responsibilities.
- 29.2 Following this notice and while the Force Majeure event or cultural responsibilities continues, this Agreement shall remain in force and effect but the obligations which cannot be performed will be suspended, and any time limit for performance of those obligations will be extended by the period of the Force Majeure event or cultural responsibilities.
- 29.3 The Proponent acknowledges that Native Title Holders with the necessary cultural authority to undertake Cultural Monitoring and Heritage Surveys pursuant to Schedule 3 are required to undertake bona fide cultural responsibilities including attending funerals and that this may, from time to time, cause unforeseen delays.

30 Amendment

No amendment or variation of this document is valid or binding on a party unless made in writing and executed by each Party.

31 Governing law and jurisdiction

- 31.1 This Agreement is governed by the laws of South Australia and the Commonwealth of Australia.
- 31.2 Each Party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this document.

32 Relationship

- 32.1 The relationship between the Parties is that of independent contractors.
- 32.2 The Parties are not partners, joint venturers or principal and agent.
- 32.3 Nothing in this Agreement is to be construed as creating any other legal relationship between the Parties or the Native Title Holders.

Execution

Executed by Gehyra Exploration Pty Ltd
(ACN: 668 157 837) in accordance with
section 127 of the *Corporations Act 2001*
(Cth):

Signature of director

Signature of company secretary/director

Print name of director

Print name of company secretary/director

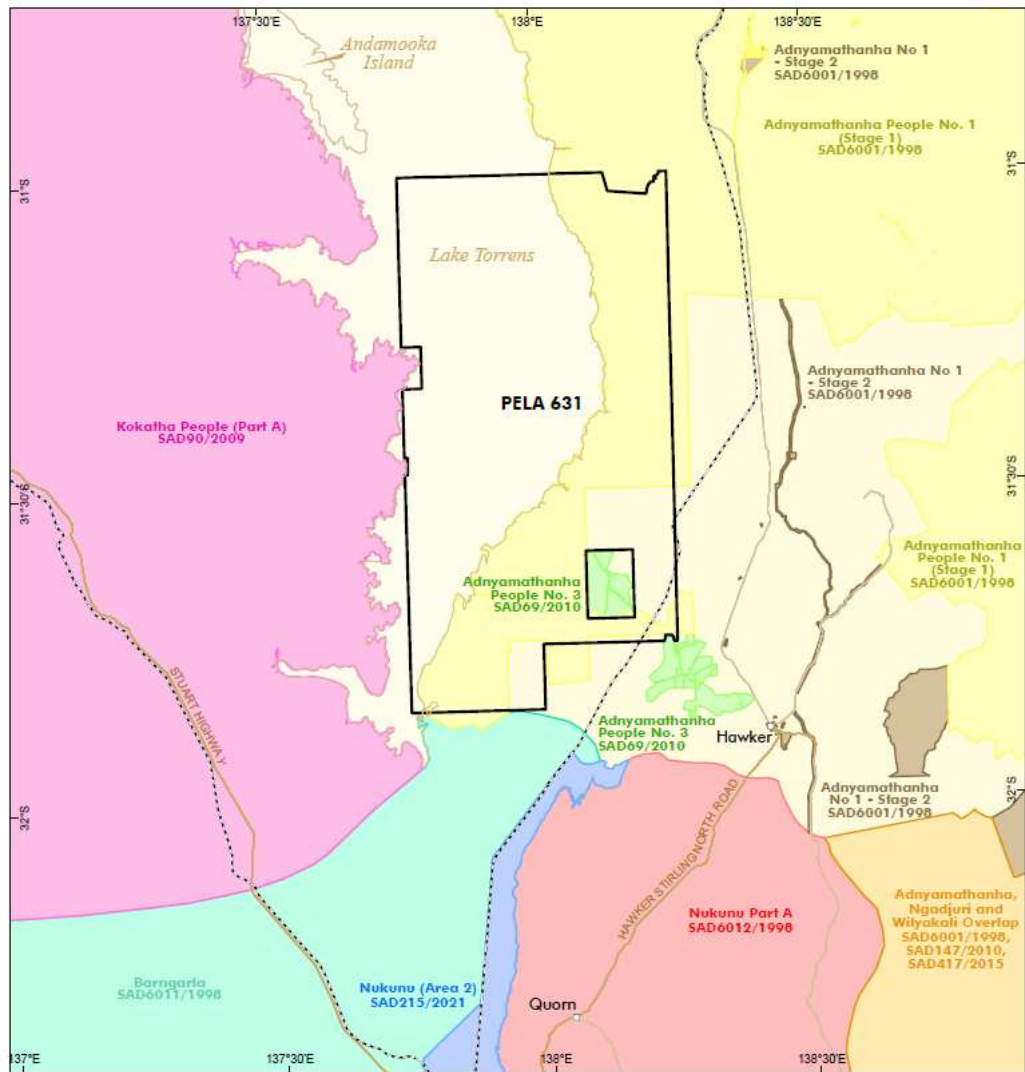
Executed for and on behalf of by
**Adnyamathanha Traditional Lands
Association (Aboriginal Corporation)**
RNTBC (ICN 3743):

Signature of Special Administrator

Print name

SCHEDULE 1 TENEMENT DESCRIPTION

Petroleum Exploration Licence Application 631



DEM 205604-021



Current as at November 2023

Native Title Determinations

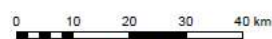
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- Adnyamathanha, Ngadjuri and Wilyakali Overlap Claim
- Adnyamathanha People No. 3
- Adnyamathanha People No. 1 (Stage 1)
- Barnagarla
- Kokatha People (Part A)
- Nukunu (Area 2)
- Nukunu Part A

Petroleum exploration licence application (PELA)

- NAVGAS/Gehyra Exploration - PELA 631

Topography

- Locality
- Major road
- Secondary road
- Railway



GDA2020 : MGA Zone 54

South Australia

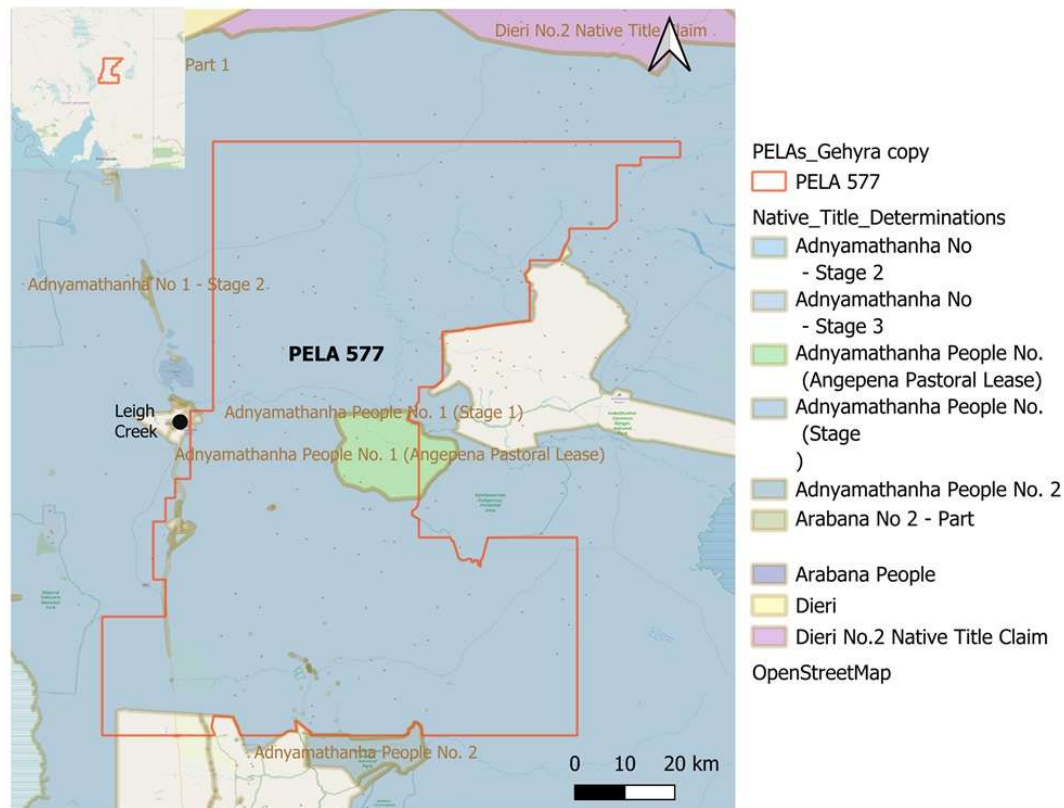
**NAVGAS & GEHYRA EXPLORATION
PELA 631 with NATIVE TITLE**



Government of South Australia
Department for Energy and Mining

SCHEDULE 2 ADDITIONAL PELS

Petroleum Exploration Licence Application 577



Coordinates:

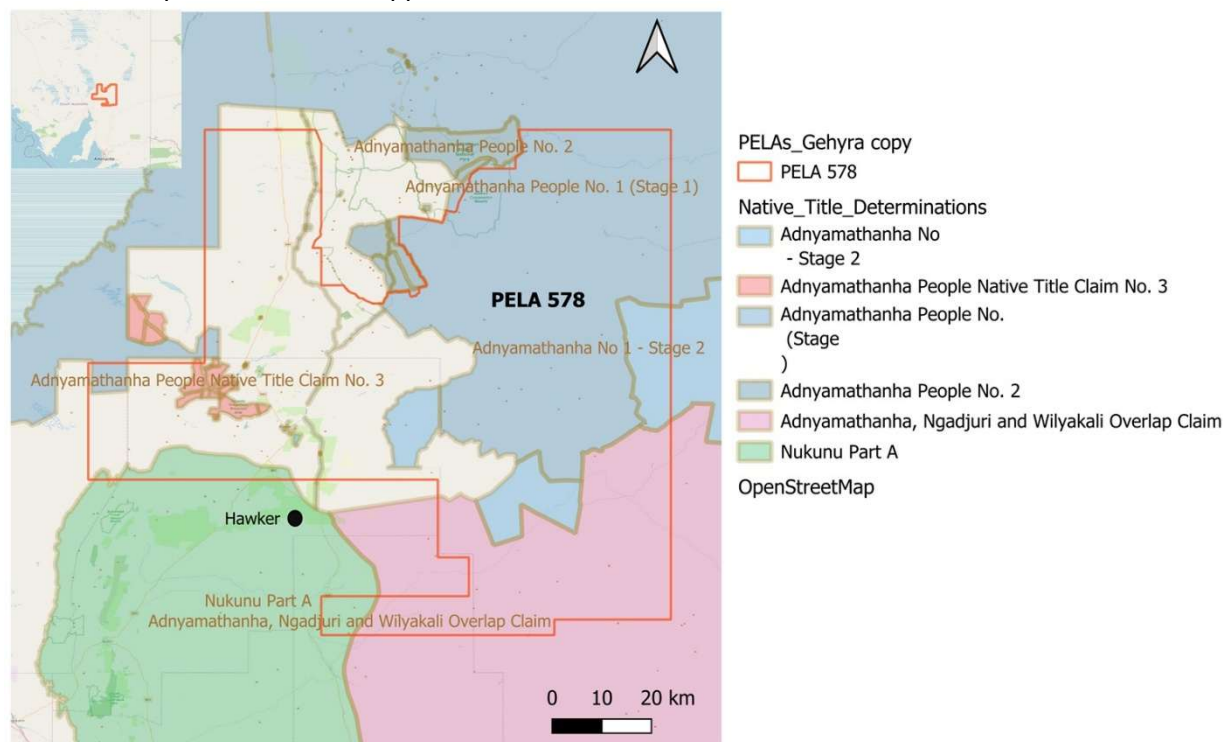
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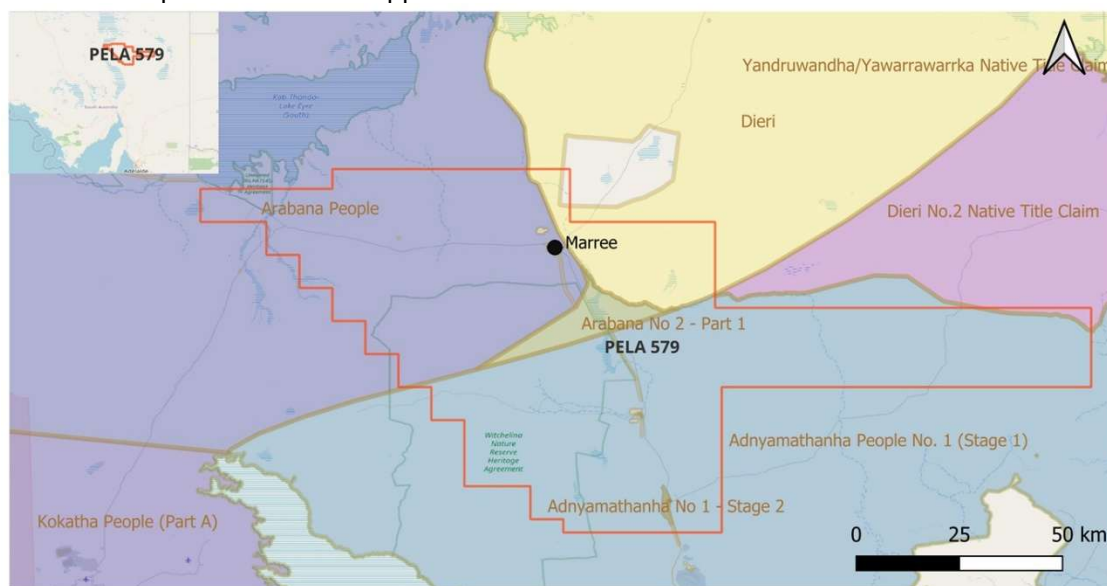
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Petroleum Exploration Licence Application 579



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Adnyamathanha No 1 - Stage 2		Yandruwandha/Yawarrawarrka Native Title Claim
Adnyamathanha People No. 1 (Stage 1)		
Arabana No 2 - Part 1		
Arabana People		

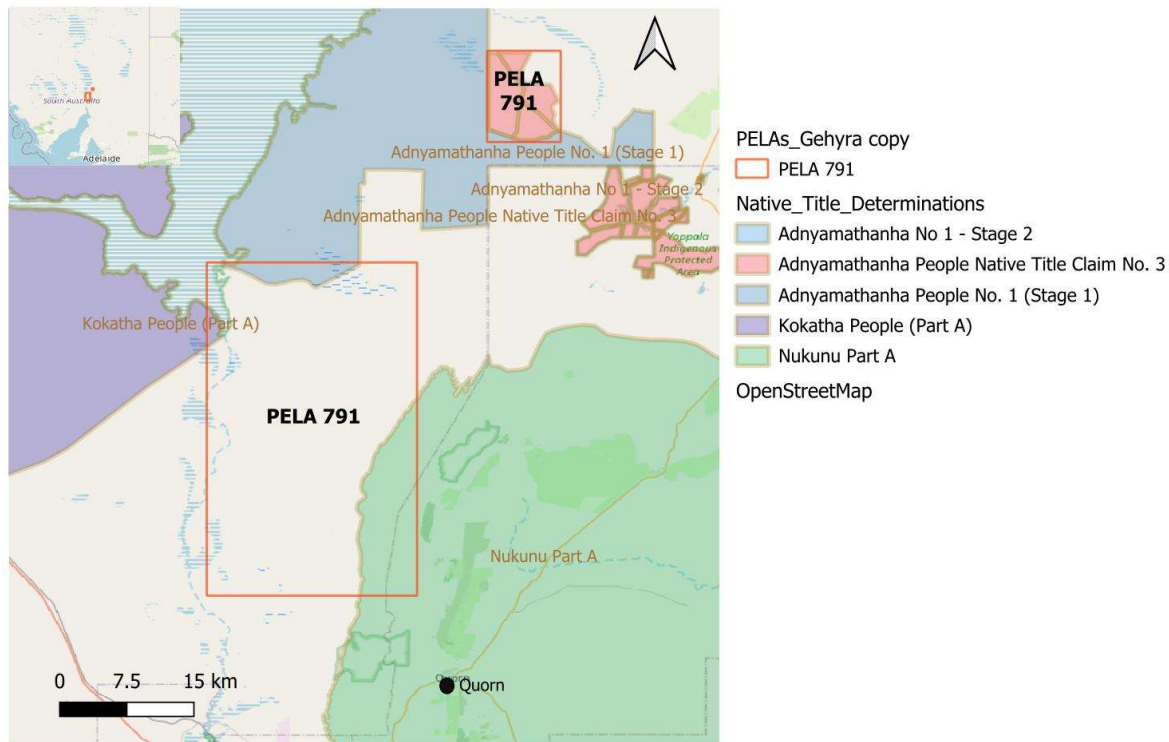
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Petroleum Exploration Licence Application 791



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SCHEDULE 3 CULTURAL HERITAGE PROCEDURES

1 PURPOSE

1.1 The Proponent will

- (a) not undertake Reconnaissance Surveys in the Agreement Area without first complying with this Schedule;
- (b) not undertake any Exploration Activities in the Agreement Area without first complying with this Schedule; and
- (c) subject to paragraph 2 of this Schedule, only carry out Exploration Activities in Nominated Areas that have been Heritage Approved or approved for Cultural Monitoring by ATLA following compliance with these Heritage Procedures,

subject always to any approvals or permissions granted to the Proponent by the Minister under the Aboriginal Heritage Act.

2 LAKE TORRENS

- 2.1 Notwithstanding anything in this Schedule and despite Lake Torrens not being within the CD Land, the Proponent acknowledges the special cultural significance of Lake Torrens to the Adnyamathanha Native Title Holders and in recognition of that special cultural significance, the Proponent agrees that it will not conduct any drilling on Lake Torrens except with the prior written consent of ATLA.

3 RECONNAISSANCE SURVEYS

- 3.1 The Parties acknowledge that prior to the granting of the Tenements, the Proponent has not been afforded an opportunity to undertake reconnaissance surveys to ascertain proposed paths for seismic lines, access roads and locations for other Exploration Activities on a Tenement Area including aerial remote sensing activities using airborne vehicles, ("**Reconnaissance Surveys**").
- 3.2 The Parties agree that the Proponent may drive on existing roads or tracks for the purpose of liaising with property owners using a standard motor vehicle, including four-wheel drives other than trucks, without following the process outlined in paragraphs 3.3-3.6 of this Schedule.
- 3.3 Subject to paragraph 3.2 of this Schedule, and notwithstanding the provisions of this Schedule relating to inspection and clearing of Nominated Areas, the Parties agree the following process will be adopted for Reconnaissance Surveys:
 - (a) the Proponent must issue ATLA prior written notice of the proposed Reconnaissance Survey, outlining the proposed location (including a map identifying the place or places where the proposed Reconnaissance Surveys is to be carried out) and the strategies to mitigate risks to Aboriginal heritage and limit environmental impact (**Reconnaissance Notice**).
 - (b) ATLA, acting reasonably, must respond in writing to the Reconnaissance Notice within thirty (30) days of receipt, indicating:
 - (i) whether it requires any further information in relation to the proposed Reconnaissance Survey before it responds to the Reconnaissance Notice; or

- (ii) whether the proposed Reconnaissance Survey is Approved without any Cultural Monitoring or conditions; or
 - (iii) whether the proposed Reconnaissance Survey is Approved with conditions or Cultural Monitoring.
- 3.4 Where ATLA's response to the Reconnaissance Notice is that ATLA requires further information, the Proponent must provide that information within seven (7) days of the request.
- 3.5 Where ATLA's response to the Reconnaissance Notice is that the Reconnaissance Survey is Approved without any Cultural Monitoring or conditions, the Exploration Activities subject to the Reconnaissance Notice may proceed as notified.
- 3.6 Where ATLA's response to the Reconnaissance Notice indicates that Cultural Monitoring is required, the Parties must make the appropriate arrangements, and the Reconnaissance Survey must be performed in accordance with paragraph 6 of this Schedule.

4 ACTIVITIES NOTICE

- 4.1 At least 12 weeks before accessing the Agreement Area to carry out Exploration Activities, the Proponent must notify ATLA of its intention to undertake those activities ("**Activities Notice**").

Particulars of Activities Notice

- 4.2 The Activities Notice must contain the following information:
 - (a) a description of the Nominated Area(s);
 - (b) two (2) copies of a high-quality map which has appropriate high-resolution graphics/vector mapping or 1:100,000 scale high-resolution map and other appropriate and generally available map and other additional maps and aids (if any) as may be reasonably required to clearly identify the Agreement Area and the location the Nominated Area(s);
 - (c) details of the nature, scope and objectives of the proposed Exploration Activities, including whether a Drilling Activity or Activities are proposed;
 - (d) whether Land Clearing is proposed;
 - (e) the nature, scope and objectives of the Exploration Activities proposed to be carried out at each Nominated Area;
 - (f) the estimated duration and periods for performance of the Exploration Activities;
 - (g) the techniques, infrastructure and equipment to be used;
 - (h) any proposed camp sites;
 - (i) the proposed access routes for personnel and equipment, both to and within the Agreement Area, including particulars of the estimated amount and type of vehicle and aircraft access and any proposals to construct or upgrade roads, landing strips or other access facilities;
 - (j) any water, timber or other resources proposed to be obtained from the Agreement Area;
 - (k) the likely effect of the proposed Exploration Activities on the environment and proposals to minimise both their environmental impact and their disturbance to the Native Title Holders;

- (l) the identity of any contractors and subcontractors (if known at the time) engaged or likely to be engaged and the estimated minimum and maximum number of personnel likely to be on the Agreement Area from time to time and their roles in carrying out the proposed Exploration Activities;
- (m) an estimate of the total size of the Nominated Area;
- (n) include the name and contact details of the Proponent's Project Representative who will assist with all matters relevant to the Activities Notice; and
- (o) any other relevant information.

5 RESPONSE TO ACTIVITIES NOTICE

Further information

- 5.1 Where ATLA requests further information to that contained in the Activities Notice be provided in order for it to perform its obligations under this Agreement, the Proponent must provide that information within seven (7) days of the request.

Meeting

- 5.2 Following receipt of the Activities Notice and any further information requested, ATLA will convene a meeting to consider the Activities Notice and its response.
- 5.3 ATLA will use its best efforts to convene the meeting referred to in paragraph 5.2 of this Schedule within twenty-eight (28) days of receipt of the Activities Notice and any further information requested.
- 5.4 ATLA may request a representative of the Proponent attends the meeting referred to in paragraph 5.2 of this Schedule.
- 5.5 The costs of the meeting referred to in paragraph 5.2 of this Schedule will be met by the Proponent in accordance with Schedule 4 of this Agreement. To the extent practicably possible, the meetings will be conducted online via video conferencing.

ATLA Response

- 5.6 Within fourteen (14) days of the meeting being held in accordance with paragraph 5.2 of this Schedule to discuss the Activities Notice, ATLA will respond in writing to the Proponent indicating:
 - (a) whether it requires any further information in relation to the proposed Exploration Activities before it responds to the Activities Notice;
 - (b) whether the proposed Exploration Activities are Approved without any Cultural Monitoring or Heritage Survey;
 - (c) whether the proposed Exploration Activities are Approved with Cultural Monitoring;
 - (d) whether a Heritage Survey is required.
- 5.7 Where ATLA indicates that Cultural Monitoring is required, the Parties must make the appropriate arrangements, and the Exploration Activities must be performed in accordance with paragraph 6 of this Schedule.

- 5.8 Where ATLA indicates that a Heritage Survey is required the Heritage Survey must be performed in accordance with paragraph 6 of this Schedule prior to the proposed Exploration Activities being undertaken by the Proponent.

6 MONITORING

- 6.1 Where ATLA's response to an Activities Notice or Reconnaissance Notice is that Cultural Monitoring is required ATLA will at the same time as providing its Response nominate a representative in relation to the Cultural Monitoring ("**ATLA's Representative**").
- 6.2 Within seven (7) days of being nominated, ATLA's Representative will provide a Budget substantially in the form set out in Schedule 5 to the Proponent which, allows for ATLA's Representative and a **Monitoring Team** consisting of up to four (4) Native Title Holders.
- 6.3 The Parties must use best endeavours to agree the Monitoring Budget within seven (7) days of it being provided and prior to the commencement of the Cultural Monitoring. Failure to agree upon a Budget may be a dispute for the purpose of clause 20 of this Agreement.
- 6.4 If reasonably practicable, within seven (7) days of the Parties agreeing the Monitoring Budget, ATLA or ATLA's Representative will:
- (a) liaise with the Proponent to make arrangements for the Cultural Monitoring; and
 - (b) organise the Monitoring Team and arrange for their attendance at the Agreement Area.
- 6.5 The Parties will use their best endeavours to ensure that the Cultural Monitoring commences within twenty-one (21) days from agreement of the Budget, or as otherwise agreed between the Parties.
- 6.6 ATLA and ATLA's Representative will be responsible for the administration of all matters relevant to the conduct of the Cultural Monitoring, including:
- (a) mobilisation of the Monitoring Team members, travel budget receipt and disbursement of funds; and
 - (b) taking all practical steps to ensure that the members of the Monitoring Team are covered by a group personal accident insurance policy maintained by the State of South Australia in connection with Aboriginal heritage surveys (to the extent that the State of South Australia has such a policy).
- 6.7 In the event that the Monitoring Team members are not covered by a group personal accident insurance policy maintained by the State of South Australia as provided for in paragraph 6.6(b) of this Schedule, ATLA must ensure that the Monitoring Team members are appropriately insured and the Proponent shall reimburse ATLA for the cost of such insurances, to the extent that such cost reasonably relates to the Heritage Survey.
- 6.8 The Monitoring Team will at all times comply with the work practices and safety requirements of the Proponent and its contractors when monitoring the Exploration Activities.
- 6.9 The Monitoring Team may give directions that the Exploration Activities should be undertaken in a particular way or for a particular location to be avoided, to ensure that Aboriginal Heritage or Area of Significance is not damaged, disturbed or interfered with or to minimise impact on the native title rights of the Native Title Holders.
- 6.10 In conducting the Exploration Activities, the Proponent is required comply with any directions given by the Monitoring Team under paragraph 6.9 of this Schedule.

- 6.11 In the event the Proponent does not accept the directions given by the Monitoring Team, the Dispute Resolution procedures in clause 20 of this Agreement apply.

7 HERITAGE SURVEY

- 7.1 Where ATLA's response to an Activities Notice is that a Heritage Survey is required, ATLA will at the same time as providing its Response nominate a representative in relation to the Heritage Survey ("**ATLA's Representative**").
- 7.2 Within seven (7) days of being nominated, ATLA's Representative will provide a Budget substantially in the form set out in Schedule 5 to the Proponent allowing for ATLA's Representative and a Survey Team.
- 7.3 The Parties must use best endeavours to agree the Heritage Survey Budget within seven (7) days of it being provided and prior to the commencement of the Heritage Survey. Failure to agree upon a Budget may be a dispute for the purpose of clause 20 of this Agreement.
- 7.4 The Parties will use their best endeavours to ensure that the Heritage Survey commences within twenty-one (21) days from agreement of the Budget, or as otherwise agreed between the Parties.

8 SURVEY TEAM

- 8.1 The Survey Team must comprise:
- (a) up to two (2) qualified Specialists nominated by ATLA and approved by the Proponent (such approval not to be unreasonably withheld); and
 - (b) subject to paragraph 8.2 of this Schedule up to six Native Title Holders (consisting of such numbers of men and women as are considered by ATLA to be appropriate in accordance with the Native Title Holder's traditional laws and customs).
- 8.2 ATLA acknowledges that in most areas up to six (6) Native Title Holders on the Survey Team will be sufficient to ensure the integrity of the Heritage Survey. However, it reserves the right to include up to a maximum of eight (8) Native Title Holders in the event that ATLA believes it is necessary and appropriate to do so. ATLA will consult with the Proponent about the number of persons to be included in a Survey Team not later than at the time of submitting a proposed Budget to the Proponent in accordance with this Schedule.
- 8.3 ATLA and ATLA's Representative will be responsible for the administration of all matters relevant to the conduct of the Heritage Survey, including:
- (a) mobilisation of the Survey Team members, travel budget receipt and disbursement of funds, and liaison with Specialists; and
 - (b) taking all practical steps to ensure that the Aboriginal members of the Survey Team are covered by a group personal accident insurance policy maintained by the State of South Australia in connection with Aboriginal heritage surveys (to the extent that the State of South Australia has such a policy).
- 8.4 In the event that the Survey Team members are not covered by a group personal accident insurance policy maintained by the State of South Australia as provided for in paragraph 6.6(b) of this Schedule, ATLA must ensure that the Survey Team members are appropriately insured and the Proponent shall reimburse ATLA for the cost of such insurances, to the extent that such cost

reasonably relates to the Heritage Survey.

Functions of Survey Team

8.5 The function of the Survey Team will be to assess the Nominated Areas for the purposes of:

- (a) determining whether the proposed Exploration Activities would be likely to damage, disturb or interfere with any Areas of Significance;
- (b) nominating, if the circumstances are such that it is appropriate to do so, any conditions, qualifications or limitations which may apply in relation to the Heritage Approval of any Nominated Areas for the purposes of ensuring that the proposed Exploration Activities will not cause damage or disturbance to or interference with any Area of Significance; and
- (c) assessing any alternative Nominated Areas that may be proposed by the Proponent's Project Representative in lieu of any Nominated Area not Heritage Approved by the Survey Team.

8.6 The Survey Team will discharge its functions by:

- (a) inspecting the Nominated Areas proposed by the Proponent in the Activities Notice to determine whether and to what extent a Heritage Approval may be given;
- (b) considering and advising the Proponent in respect of any alternative Nominated Areas proposed by the Proponent's Project Representative during the conduct in the field of the Heritage Survey;
- (c) through the provision of a Report which may be prepared by the Specialist(s) advising which Nominated Areas (or part of them) are Heritage Approved or not Heritage Approved and, where appropriate, identify on suitably scaled maps those Nominated Areas where Exploration Activities specified in the activities Notice are not Heritage Approved; and
- (d) through the Report, identifying any conditions, qualifications or limitations attached to any Heritage Approval.

9 BUDGET VARIATION

9.1 In the event that it becomes apparent that a Monitoring or Survey Team will be unable to complete the Monitoring or Heritage Survey within the timeframe allowed for in the Budget, then, subject to prior approval by the Proponent's Project Representative to any extension in the timeframe, the daily rates and allowances as specified in the Budget shall be extended to cover any additional period in the field.

10 PROPONENT'S REPRESENTATION

10.1 At the commencement of a Heritage Survey the Proponent's Project Representative will initially accompany the Survey Team into the field and identify the boundaries of the Nominated Areas and explain the matters referred to in the Activities Notice.

10.2 Subject to paragraph 10.3 of this Schedule, the Project Representative may, as agreed with ATLA's Representative, accompany the Survey Team during the Heritage Survey.

10.3 The Survey Team may exclude the Proponent's Project Representative from any discussions or field inspections that are regarded by any Survey Team member to be culturally sensitive.

- 10.4 In the event that any part of a Nominated Area will or may not be given Heritage Approval by the Survey Team (on behalf of the Native Title Holders), ATLA's Representative or a Specialist member of the Survey Team shall advise the Proponent's Project Representative accordingly and the Proponent's Project Representative may propose an alternative Nominated Area during the course of the Heritage Survey, provided that, in undertaking the Heritage Survey of such alternative Nominated Area, the Survey Team is not required to remain in the field in excess of the period specified in paragraph 14.4 of this Schedule, unless all members of the Survey Team agree to that longer period.

11 PROPONENT ASSISTANCE

- 11.1 The Proponent will at its cost either directly or through agreement with ATLA or its heritage manager or ATLA's Representative:
- (a) provide sufficient and appropriate all-terrain four (4) wheel drive vehicles for use by the Monitoring or Survey Team;
 - (b) ensure that such vehicles are registered and comprehensively insured and will bear any excess in the event of an insurance claim;
 - (c) ensure that they are equipped with sufficient spare parts for the duration of the Cultural Monitoring or Heritage Survey; and
 - (d) ensure that all ATLA members undertaking a survey have a relevant and/or current drivers' licence before they are able to operate a vehicle whilst undertaking Cultural Monitoring or a Heritage Survey for the Proponent.
- 11.2 Where a Monitoring or Survey Team member owns a suitably equipped all-terrain 4-wheel-drive vehicle which is comprehensively insured (including for off-road driving) and wishes to use that vehicle for the purposes of undertaking Monitoring or a Heritage Survey (in lieu of a vehicle provided by the Proponent), ATLA may notify the Proponent accordingly when submitting the proposed Budget in accordance with this Schedule.

12 REPORT

- 12.1 At the completion of a Heritage Survey, the Survey Team, the Specialist(s) and the Project Representative will record on two copies of maps referred to in paragraph 4 of this Schedule details of those parts of any Nominated Area (or alternative Nominated Area) which are:
- (a) given Heritage Approval; or
 - (b) denied Heritage Approval,
 - (c) and the Survey Team, the Specialist(s) and the Project Representative must sign both copies of such maps which will form part of the Report prepared in accordance with paragraph 12.4 of this Schedule.
- 12.2 ATLA must use its best efforts to provide a Report to the Proponent prepared in accordance with paragraph 12.4 of this Schedule within fourteen (14) calendar days after the completion of a Heritage Survey.
- 12.3 If a Report is not provided within sixty (60) calendar days and:
- (a) the Proponent serves notice on ATLA requiring the Report to be provided within a further seven (7) calendar days; and

(b) such Report is not received by the Proponent with the said seven (7) calendar days,

then the Proponent may undertake the notified Exploration Activities in the Nominated Areas in which the map referred to in paragraph 12.1 of this Schedule records as having been given Heritage Approval.

12.4 The Report must:

- (a) Identify, including where appropriate, on suitably scaled maps those parts of any Nominated Area which are:
 - (i) Heritage Approved for the notified Exploration Activities; or
 - (ii) Heritage Approved for the notified Exploration Activities subject to conditions; or
 - (iii) denied Heritage Approval for the notified Exploration Activities.
- (b) identify any alternative Nominated Areas (proposed pursuant to paragraph 8.5 of this Schedule) for which Heritage Approval is given;
- (c) set out any conditions, qualifications or limitations attached to any Heritage Approval; and
- (d) be signed by both of the Specialists.

12.5 Nothing in this Agreement compels ATLA to disclose to the Proponent or to any third party the location or significance of, or any cultural information about, any Area of Significance, but ATLA must disclose sufficient information to enable the Proponent, its employees, contractors and sub-contractors to carry out Exploration Activities within those parts of the relevant Nominated Area in respect of which a **Heritage Approval** is given, without damaging, disturbing or interfering with the relevant Area of Significance.

12.6 The Proponent must comply with the outcome of the Heritage Survey and Report, including by:

- (a) not conducting Exploration Activities in any area that is not Heritage Approved; and
- (b) complying with any conditions imposed on the proposed Exploration Activities.

13 TIMEFRAMES

13.1 In the event ATLA becomes aware that it is likely to be delayed in complying with a timeframe set out in this Schedule because of a non-Force Majeure event, it must immediately notify the Proponent of this, and the reasons for the delay. ATLA and the Proponent agree to work together in good faith to address any delays with a view to minimising any impact to the Proponent's proposed activities. This may involve reducing timeframes associated with other steps in the process set out in this Schedule and extending others, should that be reasonably practicable and mutually agreed between ATLA and the Proponent.

14 HEALTH AND SAFETY

14.1 The Parties acknowledge and agree that Heritage Surveys and Cultural Monitoring activities under this Agreement will be conducted dependent upon weather limitations and that appropriate strategies will be implemented to protect the safety and welfare of the persons comprising the Heritage Survey and Cultural Monitoring teams.

14.2 Unless otherwise agreed by ATLA in writing, the Parties will not conduct any Cultural Monitoring or

Heritage Surveys under this Agreement during the months from December to February.

- 14.3 The Parties agree that the notional work day for those participating in Cultural Monitoring or Heritage Surveys is eight (8) hours, inclusive of travel and morning tea, lunch and afternoon tea breaks. Adjustments in the length and number of breaks must be made for extreme and unsafe weather conditions (such as additional breaks in hot conditions) and these will be counted as part of the notional work day.
- 14.4 The duration of any Heritage Survey in the field shall not exceed five (5) consecutive days, unless the particular circumstances require a longer duration and all members of the Survey Team agree to that longer period.
- 14.5 The Proponent will provide any Cultural Monitoring or Heritage Survey Team members with appropriate safety equipment and any training necessary to use such equipment. For the avoidance of doubt this includes fresh drinking water, food, appropriate first aid facilities and any other necessary safety equipment.
- 14.6 Unless otherwise agreed by all members of the Cultural Monitoring or Survey Team, the Proponent shall use its best endeavours to ensure the Cultural Monitoring or Survey Team members are returned to their accommodation no later than 5:00pm on each day of the survey.

15 PAYMENT

- 15.1 The Proponent will make payment in accordance with any agreed Monitoring Budget or Survey Budget as follows:
 - (a) fifty (50) percent of the agreed Monitoring Budget or Survey Budget will be paid prior to the Monitoring or Survey commencing, upon receipt of a properly rendered tax invoice from ATLA (**Upfront Payment**); and
 - (b) the balance of the sum will be paid following receipt of a properly rendered tax invoice from ATLA (**Final Payment**) following completion of the relevant Monitoring or Heritage Survey and receipt of any final Report.
- 15.2 The Proponent will make payment under this paragraph within five (5) days of receipt of a properly rendered tax invoice from ATLA, together with reasonable documentary evidence of the expenses.
- 15.3 The Parties agree that the rates of payment for the members of the Cultural Monitoring or Survey Team in accordance with this Schedule (and also the rates for private vehicle use) shall be increased with effect from the publication of the Wage Price Index number as at 30 June of each year thereafter, to reflect the percentage increase (if any) in the Wage Price Index since 30 June the previous year.

SCHEDULE 4 RATES

ITEM	DESCRIPTION	AMOUNT
1	Native Title Holder performing Cultural Monitoring, a Heritage Survey, or otherwise assisting with any obligations performed by ATLA in accordance with this Agreement	\$800 per person day (8 hour day inclusive of travel) plus Superannuation at the rate prescribed under <i>the Superannuation Guarantee (Administration) Act 1992</i> (Cth) plus GST
2	ATLA's Representative	\$1,000 flat rate per Notice plus GST
3	Specialist	At cost, consistent with prevailing market rates
4	Food and accommodation	In accordance with the applicable ATO rates or provided by the Proponent at cost
5	Meeting venue and catering	At cost
6	Travel costs	Provided by Proponent at cost for actual cost of travel subject to production of receipts or invoices.
7	Mobilisation costs (per vehicle where private vehicle)	In accordance with the applicable ATO Rates
8	ATLA Administration Fee	20% of the invoiced amount for Heritage Surveys and Monitoring

SCHEDULE 5 BUDGET

Description	GST	\$
Adnyamathanha Traditional Owners - 6 representatives.		
1 st representative: <i>[Travel and fieldwork days]</i>	\$	\$
2 nd representative: <i>[Travel and fieldwork days]</i>	\$	\$
3 rd representative: <i>[Travel and fieldwork days]</i>	\$	\$
4 th representative: <i>[Travel and fieldwork days]</i>	\$	\$
5 th representative: <i>[Travel and fieldwork days]</i>	\$	\$
6 th representative: <i>[Travel and fieldwork days]</i>	\$	\$
Sub Total	\$	\$
ATLA's Representative		
Flat rate of \$1,000 per Notice		
Vehicle use or hire. Does not include GST.		
<i>[Vehicle numbers and days of use] @ [\$ rate] per day (includes estimated fuel costs).</i>	\$	\$
<i>[Vehicle numbers and days of use] @ [\$ rate] (includes estimated fuel costs).</i>	\$	\$
<i>[Vehicle numbers and days of use] @ [\$ rate] per day (includes estimated fuel costs).</i>	\$	\$
Sub Total	\$	\$
Adnyamathanha Traditional Owners - Accommodation & Meals		
<i>[Accommodation numbers and nights] @ ATO rates</i>	\$	\$
<i>[Breakfast numbers and days] @ ATO rates</i>	\$	\$
<i>[Lunch numbers and days] @ ATO rates</i>	\$	\$
<i>[Dinner numbers and nights] @ ATO rates</i>	\$	\$
Sub Total	\$	\$
Male Specialist.		
Consulting fee <i>[days and rates]</i> (includes GST). (Includes <i>[field work description]</i>).	\$	\$
Vehicle use – <i>[days] @ [\$ rate] per day (includes estimated fuel costs).</i>	\$	\$
Water, drinks, lunch for team members during survey	\$	\$
Satellite phone – <i>[days] @ [\$ rate] per day</i>	\$	\$
Sub Total	\$	\$

Female Specialist.		
Consulting fee [<i>days and rates</i>] (includes GST). (Includes [<i>field work description</i>]).	\$	\$
Vehicle use – [<i>days</i>] @ [<i>\$ rate</i>] per day (includes estimated fuel costs).	\$	\$
Water, drinks, lunch for team members during survey	\$	\$
Satellite phone – [<i>days</i>] @ [<i>\$ rate</i>] per day	\$	\$
Sub Total	\$	\$
Specialists - Accommodation & Meals		
[<i>Accommodation numbers and nights</i>] @ ATO rates	\$	\$
[<i>Breakfast numbers and days</i>] @ ATO rates	\$	\$
[<i>Lunch numbers and days</i>] @ ATO rates	\$	\$
[<i>Dinner numbers and nights</i>] @ ATO rates	\$	\$
Sub Total	\$	\$
FIRST TOTAL	\$	\$
ATLA's General Administration Costs (20% of first total)		
ATLA's costs incurred in relation to coordinating the Monitoring and Heritage Survey	\$	\$
Sub Total	\$	\$
TOTAL GST		\$
TOTAL PAYABLE (INC GST)		\$

SCHEDULE 6 DEED OF ASSUMPTION

THIS DEED POLL is made on

PARTIES:

(Assignor)

(Assignee)

BACKGROUND

- A. The Assignor is the Proponent party to the NTA Agreement.
- B. The Assignor wishes to assign and transfer its rights and obligations under the NTA Agreement in relation to the Tenement, 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 Agreement in relation to the Assigned Tenement, 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 Party and the State (as defined in the NTA Agreement).

DEFINED TERMS & INTERPRETATION

1. Defined terms

In this deed, unless context otherwise requires:

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

Assigned Tenement means the Tenement 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.

NTA Agreement means the agreement specified in Item 3 of the Annexure.

Tenement has the same meaning given to it in the NTA Agreement.

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.

3 Headings

Headings in this deed do not affect its interpretation.

4 Annexure

The annexure forms part of this deed.

5 ASSIGNMENT

5.1 Assignment and transfer

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

5.2 Assignee

- (a) The Assignee covenants in favour of the Assignor and the Native Title Party that, from the Effective Date, the Assignee will perform and observe the Assignor's obligations under the

NTA Agreement in relation to the Assigned Tenement, to the extent of the Acquired Interest, as if the Assignee were the Proponent party under the NTA Agreement.

5.3 Assignor

- (a) If the Assigned Tenement is not all of the Tenements, the Assignor remains bound by the terms of the NTA Agreement in relation to those Tenements which are not Assigned Tenements, 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 Agreement to the extent that those obligations are transferred and assigned to and assumed by the Assignee under this deed.

5.4 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 Agreement 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 and to the extent of the interest assigned and transferred by the Assignor and assumed by the Assignee pursuant to this deed.

5.5 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 Agreement 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 Assignee in relation to any such claim action or proceedings.

5.6 Notice of Assignment

The Assignee must notify the State and the Native Title Party 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.

6 COMMUNICATIONS

6.1 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.

6.2 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, 5 Business Days after posting; and
- (c) if sent by facsimile, on receipt by the sender of a confirmation report.

6.3 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.

7 GENERAL

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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 and paid by the Assignee.

7.7 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.

7.8 Counterparts

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

7.9 Relationship

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

7.10 Execution

The parties execute this deed unconditionally as a deed poll.

EXECUTED as a deed poll

Executed by Gehyra Exploration Pty Ltd
(ACN: 668 157 837) in accordance with
section 127 of the *Corporations Act 2001*
(Cth):

Signature of director

Signature of company secretary/director

Print name of director

Print name of company secretary/director

Executed for and on behalf of by
**Adnyamathanha Traditional Lands
Association (Aboriginal Corporation)**
RNTBC (ICN 3743):

Signature of Special Administrator

Print name