AG-01812

origin

AUSTRALIA PACIFIC LNG

Conduct and Compensation Agreement

Conduct and Compensation Agreement

This Agreement is made this day of 20 (**Agreement Date**) between:

AND

Origin Energy Resources Limited ABN 66 007 845 338

Level 45, Australia Square, 264 - 278 George Street, Sydney NSW 2000

acting as agent for and on behalf of

Australia Pacific LNG Pty Limited ABN 68 001 646 331

Level 4, 139 Coronation Drive, Milton, QLD 4064 (**Origin**)

Background

A. The Landowner is the sole Eligible Claimant for the land described in Item 1 of the Reference Schedule (**Land**).

B. APLNG is the holder of the petroleum authority described in Item 2 of the Reference Schedule (**Petroleum Authority**) which covers all or a part of the Land.

C. OERL has been appointed by APLNG, to carry out petroleum activities that are authorised under the Petroleum Authority on behalf of APLNG.

D. Origin and its Associates intend to enter the Land for the purpose of conducting the Activities.

E. The purpose of this Agreement is to document each party's rights and responsibilities before, during and after Origin conducts the Activities.

F. This Agreement is a conduct and compensation agreement negotiated for the purposes of the Petroleum Legislation.

Operative Provisions

Objectives

1. To the extent that it is reasonably practicable, the objectives of this Agreement are to:
   a. provide the foundation for a cooperative working relationship between the Landowner and Origin and their respective Associates;
   b. permit Origin and its Associates to enter the Land for the purpose of conducting the Activities;
   c. ensure the Landowner is properly compensated as required under the Petroleum Legislation;
   d. ensure the safety of the Landowner and its animals and Origin and their respective Associates;
   e. use best endeavours to preserve the amenity of the Landowner;
   f. ensure the Landowner and Origin and their respective Associates treat each other with courtesy and respect;
   g. find workable solutions, which may involve reasonable adjustments on the part of both parties to minimise any adverse impacts of Activities on the Land; and

h. identify ways the Landowner and Origin can help each other in the spirit of being "good neighbours".

Interpretation and Definitions

2. This Agreement will be interpreted in accordance with the interpretation rules set out in Item 1 of Schedule 4.
3. A number of terms used in this Agreement are defined in Item 2 of Schedule 4.

Term

4. This Agreement takes and has effect on and from Agreement Date until the completion of the Activities.
5. If Origin completes the Activities before a period of fifteen (15) years from the Agreement Date, Origin will provide written notice to the Landholder specifying the completion and a final compensation payment (**Final Compensation Payment**) will be paid to the Landholder and the Agreement will be at an end upon receipt of the Final Compensation Payment by Landholder.
6. If at any time prior to the Commencement of Construction, Origin gives a written notice to the Landowner that it will not proceed with the Activities (**Early Termination Notice**), then the Agreement will be at an end. The parties acknowledge and agree that if an Early Termination Notice is given by Origin under this clause 6, the Final Compensation Payment under clause 5 will not apply.

Activities

7. Origin and its Associates may enter the Land to carry out the Activities.
8. The Landowner consents to, and will not hinder, Origin and its Associates entering the Land and carrying out the Activities.

Compensation

9. Origin will pay the Compensation as set out in Schedule 1 to the Landowner.
10. The Landowner acknowledges that the Compensation set out in Schedule 1 compensates for all of the impacts of the Activities, including the loss of use of part of the Land, all impacts of noise (including the noise described in Item 4 of the Reference Schedule), light, dust, odour, vibration, vehicular movements and loss of amenity generally.
11. The Landowner acknowledges and agrees that the Compensation set out in Schedule 1 also offsets and compensates for the loss of quiet enjoyment of the Land from Authorised Activities carried out on land external to the Land (whether before or after the Agreement Date), including all impacts of noise (including the noise described in Item 4 of the Reference Schedule), light, dust, odour, vibration, vehicular movements and loss of amenity generally (**Loss of Quiet Enjoyment**).
12. The Landowner releases Origin and its Associates from any Claim the Landowner may have now or at any time against Origin or its Associates in relation to Loss of Quiet Enjoyment from Authorised Activities.
13. If Origin does not pay a sum of money under this Agreement at or before the time for payment, Origin must pay the Landowner interest at the standard default contract rate published by the Queensland Law Society at the time payment was due.

Reviews

14. If a party experiences a material change of circumstances in respect of the activities that party carries out or intends to carry out on the Land, that party may give the other party a notice in writing specifying that it wishes to renegotiate part or all of this Agreement (**Review Notice**). A material change may include a Development which is created by a Subdivision Plan. A Review Notice must describe the changes sought to be made to the Agreement.

15. If a Review Notice is given, the parties acknowledge and agree that they will work together in the spirit of mutual cooperation and respect to seek to reach agreement with respect to any changes sought, with the intention to be fair and reasonable in all circumstances. If the parties cannot agree, it will be treated as a dispute under clauses 44 to 53.

Variation of Activities

16. Origin may make Minor Changes to the Activities and will promptly inform the Landowner about such changes which may include providing the Landowner with a map showing the details of the Minor Change.

17. The parties acknowledge and agree that:

    a. Minor Changes to the Activities do not alter Origin's compensation liability to the Landowner;

    b. Minor Changes to the Activities do not constitute a material change of circumstances under clause 14; and

    c. subject to clause 16 of this Agreement, Origin and its Associates may enter the Land to carry out the activities the subject of the Minor Change.

18. If Origin proposes to make a Significant Change to the Activities, the following process applies:

    a. Origin must give the Landowner a notice describing the proposed change(s) including any change to the Compensation (**Variation Notice**);

    b. if a Variation Notice is given, Origin will consult with the Landowner about the proposed change(s) and the parties agree that they will work together in the spirit of mutual cooperation and respect to seek to reach agreement with respect to any change(s) sought;

    c. if the Landowner agrees with any proposed change(s), the parties may vary this Agreement in accordance with clause 57 which has the effect of amending the Activities; and

    d. if the Landowner does not agree with any proposed variation set out in a Variation Notice, it will be treated as a dispute and clauses 44 to 52 will apply.

19. The parties acknowledge and agree that:

    a. a Significant Change to the Activities may alter Origin's Compensation Liability to the Landowner; and

    b. a Significant Change to the Activities may constitute a material change of circumstances under clause 14 of this Agreement.

Conduct

20. The Landowner and Origin will use best endeavours to work together to build and maintain good relations as set out in Part 2 of the Land Access Code.

21. Origin will:

    a. comply with the mandatory conditions set out in Part 3 of the Land Access Code; and

b. seek to minimise interference with, or disturbance to, the Land, the Landowner's property, the Landowner and the Landowner's use of the Land.

22. The Landowner will:

a. promptly give any consent or authority reasonably required by Origin concerning any application Origin wishes to make to a Regulatory Authority in relation to the Activities;

b. ensure that its Associates comply with the Landowner's obligations under clause 23 of this Agreement.

23. Each of the Landowner and Origin will:

a. comply with all Relevant Laws and lawful directions of any Regulatory Authority in relation to the conduct of the Activities;

b. not do anything (or omit to do anything) that causes the other party to breach a Relevant Law;

c. comply with the Special Conditions set out in Schedule 3; and

d. comply with any reasonable directions and requirements from the other party relating to workplace health and safety.

Noise

24. The Landowner acknowledges that noise as described in Item 4 of the Reference Schedule may occur at the Affected Places.

25. If the Landowner has a concern about noise from Origin's Authorised Activities the following process applies:

a. The Landowner must advise Origin of the noise concern by written notice.

b. Origin must acknowledge receipt of notice of the noise complaint in writing within 24 hours of the Landowner's notification.

c. The parties will endeavour to meet within 48 hours of the Landowner's notification in good faith to seek to reach agreement on an action plan, including timeframes (**Action Plan**) to resolve the Landowner's concern about noise.

26. The parties acknowledge that this Agreement, and any Action Plan prepared under this Agreement, constitute an alternative arrangement for the purposes of the Environmental Authority and will remain in force for the Term.

Unauthorised Damage

27. If the Landowner observes any damage caused by Origin or its Associates that is not authorised under this Agreement, it must give written notice of the damage to Origin.

Examples of unauthorised damage: A contractor's truck damages a gate post and fencing as it is driving through an open gate.

28. If Origin causes and observes that it has caused any unauthorised damage that is not promptly remedied and/or the Landowner gives Origin notice of damage, Origin will notify the Landowner of the proposed repair works and timing and will repair the damage as proposed.

29. If Origin does not repair the damage as proposed by it, the Landowner in consultation with Origin may carry out the repairs and Origin will compensate the Landowner for the reasonable costs and time of carrying out the repairs.

Infrastructure

30. During the Term:

a. Origin must maintain the Infrastructure in a safe condition;

b. the Infrastructure will remain the property of Origin irrespective of whether the Infrastructure is permanently attached to the Land; and

c. the Landowner must not interfere with the Infrastructure.

31. When Origin is decommissioning:

a. Origin will remove any Infrastructure as required by any Relevant Law;

b. if permitted by law, Origin may leave behind Infrastructure that was installed under the Land; and

c. if permitted by law, Origin may agree with the Landowner to leave behind Infrastructure that was installed on the surface of the Land (including roads) provided that ownership of and any obligation to maintain such Infrastructure will transfer to the Landowner at the end of the Term and that the Landowner bears the cost of transfer (including any stamp duty).

Example: It is common for a landowner to ask Origin to leave fences and gates that Origin constructs in the course of carrying out its activities. Origin may agree to leave those fences and gates, but ownership and all rights and obligations in relation to the fences and gates will transfer to the Landowner.

Acknowledgements and Waiver of Entry Notice

32. The parties acknowledge that this Agreement is a conduct and compensation agreement for the purposes of the Petroleum Legislation.

33. The Landowner waives the requirement for Origin to give an entry notice in relation to the entry to the Land to carry out the Activities for the Term.

34. The Landowner can not withdraw the waiver.

35. The Landowner acknowledges that it has been told that it is not required to agree to the waiver of the entry notice requirement.

36. The Landowner acknowledges that Origin has:

a. given the Landowner an opportunity to seek independent accounting, legal and valuation advice relating to this Agreement; and

b. advised the Landowner that Origin is liable to compensate the Landowner for accounting, legal and valuation costs that the Landowner necessarily and reasonably incurred in negotiating this Agreement.

Water Act 2000 matters

37. The Landowner consents to Origin and/or its Associates entering the Land and carrying out baseline assessment and bore assessment activities and to meet its other water monitoring and management obligations under the *Water Act 2000*.

Indemnity

38. Origin will indemnify the Landowner and keep the Landowner indemnified from any claims or liabilities (other than those for which Compensation has been, or will be, paid under this Agreement) made against or properly incurred by the Landowner in respect of any injury to any person, or any loss or damage to property (excluding Consequential Losses) arising out or caused by the neglect or default of Origin or its Associates to observe or perform any of their obligations under the Petroleum Authority, Relevant Laws or this Agreement in respect of the Activities, except to the extent that it is caused by the negligence or wilful or malicious act or omission of the Landowner or their Associates.

39. The Landowner will take reasonable steps to mitigate any loss that it incurs or may incur as a result of the Activities.

Insurance

40. Either Origin or APLNG must effect and maintain public liability insurance for an amount not less than $20 million in respect of the Activities for the Term.

41. The Landowner must effect and maintain public liability insurance for an amount not less than $5 million in respect of the Land for the Term.

No Termination for Breach

42. Neither party may terminate this Agreement for a breach of this Agreement but all other remedies are available to a party in respect of a breach of this Agreement.

43. The Agreement may be terminated by agreement between the parties.

Dispute Resolution

44. All disputes must first be resolved in accordance with clauses 43 to 51.

45. The Landowner or Origin may give notice to the other party that a dispute in relation to this Agreement exists and give reasons (**Dispute Notice**).

46. If a Dispute Notice is given under clause 44, both parties must in the first instance use reasonable endeavours to resolve the dispute within 20 Business Days from the date that the Dispute Notice is given.

47. If the dispute remains unresolved after a period of 20 Business Days from the date the Dispute Notice is given, the Landowner or Origin may give notice to the other party that the party would like to appoint a mediator to mediate the dispute in accordance the Australian Institute of Arbitrators and Mediators Mediation Rules (**Mediation Notice**).

48. If the party who receives the Mediation Notice does not agree with the mediator nominated in the Mediation Notice, either party may apply to the Queensland Chapter of the Australian Institute of Arbitrators and Mediators for the appointment of a mediator.

49. The mediator must be a person who:

    a. is appropriately qualified to mediate the dispute;

    b. is independent of either party; and

    c. accepts the appointment.

50. The party who gives a Mediation Notice must bear the costs of the mediator.

51. The parties must use reasonable endeavours to attend the mediation and to resolve the dispute within 20 Business Days after the Mediation Notice is given.

52. If the dispute remains unresolved after a period of 20 Business Days from the date that the Mediation Notice is given, either party may seek to resolve the dispute in a court of competent jurisdiction in Queensland.

53. Nothing in clauses 44 to 52 prevents a party from seeking any injunctive, declaratory or any other relief from a court which may be urgently required.

No Waiver of Rights

54. Any failure by a party to enforce a clause of this Agreement, or any forbearance, delay or indulgence granted by a party to the other will not constitute a waiver of the party's rights.

55. No provision of this Agreement will be deemed to be waived unless that waiver is in writing and signed by the waiving party.

56. No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

Variation

57. The Agreement may be varied in writing signed by the parties (including by the parties signing PART B of a Variation Notice).

Assignment

58. The parties acknowledge that this Agreement will be binding on any transferee of the Land and any transferee of an interest in the Petroleum Authority.

59. If either party transfers its interest in the Land or Petroleum Authority (as applicable to the party) they must notify the other party of the transfer in writing within 10 Business Days.

60. The Landowner must not permit another person to become an occupier (as defined in the Petroleum Legislation) of the Land without that person agreeing to be bound by this Agreement as though that person was the Landowner.

61. The Landowner must not, without the prior written consent of Origin (which consent must not be unreasonably withheld) grant an easement over any part of the Land.

62. If OERL ceases to be the agent for APLNG for the purposes of the subject matter of this Agreement, APLNG may appoint a new person to act as its agent upon providing the Landowner with written notice and that person will assume all of the rights and obligations of Origin under this Agreement.

Warranties

63. Origin warrants that APLNG is the registered holder of the Petroleum Authority and that OERL acts on behalf of APLNG, as its agent, for the purposes of the subject matter of this Agreement.

64. The Landowner warrants that:

    a. all Eligible Claimants for the Land are a party to this Agreement;

    b. the name, ABN (if any) and the capacity in which the Landowner enters this Agreement, as disclosed in Item 5 of the Reference Schedule are true and correct; and

    c. if any payment made by Origin to the Landowner under or in connection with this Agreement is for a supply made by the Landowner to Origin, then that supply is not in the course or furtherance of an enterprise carried on by the Landowner in Australia within the meaning of section 12-190 of Part 2-5 of Schedule 1 to the *Taxation Administration Act 1953* as amended from time to time.

65. If the Landowner is a trustee, the Landowner warrants that it has all necessary power as a trustee to enter into and execute this Agreement.

66. If the Land is owned and/or occupied by the Landowner in partnership, the Landowner warrants that it has all necessary power to enter into and execute this Agreement on behalf of the partnership.

Rehabilitation

67. On completion of the Activities, Origin or its Associates will rehabilitate the applicable Area of Activity in accordance with Relevant Laws.

68. Where practicable, Origin or its Associates will consult with the Landowner if it is reasonable to do so about the rehabilitation of the Area of Activity and have reasonable regard to the Landowner's proposals relating to the rehabilitation.

Weeds

69. Origin and its Associates must take all reasonable steps to ensure that, in carrying out the Activities, Declared Weeds are not introduced to the Land in the Area of Activities.

70. If the Landowner notifies Origin in writing of an outbreak of a Declared Weed in or within the immediate vicinity of the Area of Activities and that outbreak is reasonably attributable to Origin or its Associate's activities, then Origin will, in consultation with the Landowner, undertake such measures as are reasonably necessary to treat the outbreak of the Declared Weed in the Area of Activities.

Severability

71. If any provision of this Agreement is determined to be invalid, unlawful or unenforceable for any reason then:

    a. that part will, to the extent of the invalidity, unlawfulness or unenforceability, be severed from the rest of this Agreement; and

    b. the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law.

Entire Agreement

72. This Agreement constitutes the entire agreement between the parties in relation to its subject matter.

Governing Law

73. This Agreement is governed by the law of Queensland and each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland.

Notices

74. Where this Agreement requires notice to be given to a party, the notice must be given in writing and delivered as follows:

    a. in the case of an individual:

        i. by delivering it to the person personally, by leaving it at or sending it by post to the address of the place of residence or business listed in Item 3 of the Reference Schedule; or

        ii. by sending it by facsimile or email to the facsimile number or email address listed in Item 3 of the Reference Schedule.

    b. in the case of a body corporate:

        i. by delivering it to the body corporate's personal representative listed in Item 3 of the Reference Schedule or by leaving it at or sending it by post to the address of the place of residence or business listed in Item 3 of the Reference Schedule; or

        ii. by sending it by facsimile or email to the facsimile number or email address listed in Item 3 of the Reference Schedule.

Confidentiality

75. The parties may disclose information contained, or associated with, any matter referred to in this Agreement to any person including, without limitation, their employees, related

companies, financiers, insurers, professional advisors and third parties considering acquiring an interest in all or part of the Land or the Petroleum Authority.

Taxation

76. The Landowner will be solely liable to pay taxes that may be imposed in relation to Compensation under this Agreement.

77. If Origin is required to withhold an amount in respect of tax from a payment made to the Landowner under this Agreement:

    a. Origin may withhold the tax from the payment and pay the tax to the relevant taxing authority and such payment will be a good discharge of Origin's obligation to pay or provide the Compensation to the Landowner; and

    b. the Landowner indemnifies Origin for any loss suffered by Origin as a result of Origin failing to withhold from the payment an amount in respect of tax.

78. All amounts in this Agreement do not include GST. The supplier will add the prevailing rate of GST onto all taxable supplies made in connection with this Agreement, and the recipient agrees to pay that GST following the receipt of a tax invoice from the supplier. The GST applicable to any taxable supplies made in connection with this Agreement is payable at the same time as the consideration for those supplies. Where a party reimburses the other party for an expense or other amount, the reimbursement will be net of any input tax credit the supplier is entitled to claim. In this clause, all terms that are defined in the GST law (as that term is defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning in this clause.

Privacy

79. The Landowner and Origin acknowledge that:

    a. the Landowner has been provided with access to the Privacy Collection Statement for Landholders;

    b. where applicable, Personal Information of the Landowner will be collected by Origin for the purposes of this Agreement; and

    c. any Personal Information of the Landowner collected by Origin will be collected, held, used and disclosed in accordance with the Privacy Policy.

Exchange of Counterparts

80. This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same Agreement.

81. This Agreement is binding on the parties on the exchange of counterparts. A copy of a counterpart delivered in person or sent by facsimile machine or electronic mail transmission must be treated as an original counterpart and a facsimile copy or a copy sent by electronic mail is capable of constituting a written agreement between the parties.

EXECUTED as an agreement.

SIGNED by

	Director/Secretary
Name of Director	Name of Director/Secretary

SIGNED for and on behalf of Origin Energy Resources Limited ABN 66 007 845 338 as agent for Australia Pacific LNG Pty Limited ABN 68 001 646 331 by its duly authorised representative in the presence of:)

	Signature of authorised representative
Signature of witness	Name of authorised representative
TRUDY SARAH	MANAGER - SHAREHOLDER ENGAGEMENT.
Name of witness	Title of authorised representative

Reference Schedule

ITEM 1 Land:	
ITEM 2 Petroleum Authority:	Petroleum Lease 266 including any petroleum authority granted in substitution or replacement of the Petroleum Authority and any renewal(s) of the Petroleum Authority
ITEM 3 Notices:	**Landowner**
	Origin Level 3, 135 Coronation Drive Milton, Qld 4064 Attention: Glen Fields, Manager Landholder Relations East Phone: (07) 4672 6618 Mobile: 0477 347 637 Email: landaccessexecution@originenergy.com.au
ITEM 4 Noise:	All noise generated from and associated with Origin's Authorised Activities, including, but not limited to, the following types of noise: 1. Well site preparation - general construction activities such as excavation and trenching take place to prepare the site, or well pad, for drilling. The equipment used during these activities creates a similar level of noise as regular farming activities. 2. Well drilling - during gas well drilling activities, increases in noise and vibration can be expected. The noise and vibration is temporary but may be generated on a 24 hour continuous basis and will only continue for the period of activity on each site. Noise emitting equipment used includes electricity generators, pumps, PA system and truck and vehicle movements.

3. Well completion - well completion enables the drilled well to be converted into a producing well. At times a high pressure release sound can be heard during completion activities. This sound is similar to a large oxy torch and should last for only a few minutes. The length of this pressure release noise varies from well to well, depending on the type of well and subsurface conditions. Also, clanging noises may be heard as steel production casings are fitted together and moved around the site. At this point, pilot production wells and those not yet connected into the gas gathering systems may produce flares. Flares are used to safely release pressure and combust excess gas. Flaring can create a noise similar to a large oxy torch for a short period of time.

4. Installation of the gas and water gathering systems - noises associated with this include the operation of earthmoving and trenching equipment, pipe unloading and lowering pipe into the trenches, backfilling the trench and associated truck engine sounds.

5. General construction activities - noises associated with this include the operation of earthmoving, excavation and trenching equipment and associated vehicle, truck and rig sounds.

6. Well Intervention - During any Well Intervention activities, increases in noise and vibration can be expected. The noise and vibration is temporary but may be generated on a 24 hour continuous basis and will only continue for the period of activity on each well. Noise emitting equipment used includes electricity generators, compressors, pumps, PA system, cranes and forklifts, wireline operation and truck and vehicle movements. During cavitation, high levels of noise can be heard due to a high pressure air release sound (each air release period is approximately 30 seconds).

ITEM 5
Landowner details:

Name	Owner and/or Occupier (for the purposes of the Petroleum Legislation)	Capacity	ABN
	Owner of the Land		

Schedule 1
Compensation

1. Origin will pay the Landowner Compensation as follows:

   a. $10,000 as an upfront payment for year 1 of the Agreement;

   b. $10,000 per annum for year 2 of the Agreement and then annually for the remainder of the Term (prorated for any partial years of the Term); and

   c. legal, accounting and valuation costs reasonably and necessarily incurred by the Landowner in respect of the negotiation of this Agreement.

2. Origin will pay the Landowner the Compensation payable in respect of the:

   a. first year of the Agreement as identified in paragraph 1 (a) of this Schedule 1, within 30 Business Days of the Agreement Date;

   b. second year and each subsequent year of the Agreement in advance on or before each anniversary of the Agreement Date for the remainder of the Term adjusted for any partial periods described in paragraph 1(a) of this Schedule 1;

   c. Final Compensation Payment within 30 Business Days of Origin providing the written notice specified in Clause 5; and

   d. costs incurred by the Landowner described in paragraph 1(c) of this Schedule 1, within 30 Business Days of receipt of an Itemised Bill invoiced to the Landowner or the Agreement Date, whichever is the later.

3. All annual Compensation payments that fall due on or after the first anniversary of the Agreement Date (except for the first annual compensation payment made following a review carried out pursuant to this Agreement) must be varied by the CPI calculated in accordance with the following formula:

$Pn = Po \times \left(1 + \frac{[CPIn - CPIo]}{CPIo}\right)$ Where:	
Pn =	the compensation for the year for which the compensation is being determined
Po =	the previous annual compensation payment (or appropriate apportionment of the last payment prorated as described above in paragraph 1(a)).
CPIn =	the CPI most recently published by the Australian Bureau of Statistics
CPIo =	the CPI for the same quarter of the previous year as published by the Australian Bureau of Statistics

Schedule 2
Activities, Timetable and Map

1. Activities

All activities and works carried out on the Land by Origin and/or its Associates that are reasonably associated with the development and operation of 3 coal seam gas wells on the Land including, but not limited to, the following activities described in the table below.

Activity	Construction, testing and drilling phase	Interim rehabilitation phase	Production, operation and maintenance phase	Decommissioning and rehabilitation phase
Gates, grids, fences and access points	The establishment of access points to the Land, including turn in areas. The installation and use of new gates, grids and fences to allow entry by trucks, drill rigs and other vehicles. The modification as necessary and use of existing gates, grids and fences to allow entry by trucks, drill rigs and other vehicles.	Ongoing access to, use of, and maintenance of, the gates, grids or fences.	Ongoing access to, use of, and maintenance of, the gates, grids or fences.	Removal and rehabilitation of the gates, grids and fences in accordance with clause 29 of this Agreement and Relevant Laws.
Existing access roads	The use of, maintenance and modification of existing access roads on the Land.	Ongoing access to, use of, maintenance and modification of the existing access roads.	Ongoing access to, use of, maintenance and modification of the existing access roads on the Land.	Rehabilitation in accordance with clause 29 of this Agreement and Relevant Laws.
Access roads within the Right of Way	The construction of access roads within the Right of Way, with an approximate width of 8 meters, an approximate length of 2 kilometres. The temporary creation of stockpile areas during access road construction within the Right of Way.	Within a reasonable period of time following the end of the construction and drilling activities on the Land, the surface land in the Right of Way will be rehabilitated and the access roads in the Right of Way will be reduced to a width of approximately 6 metres, remaining at a total length of approximately 2 kilometres.	Ongoing access to, use of, maintenance and modification of the access roads within the Right of Way.	Rehabilitation of the access roads in accordance with clause 29 of this Agreement and Relevant Laws.

Activity	Construction, testing and drilling phase	Interim rehabilitation phase	Production, operation and maintenance phase	Decommissioning and rehabilitation phase
Rig access tracks	The construction and use of rig access tracks with an approximate width of 8 metres and an approximate total length of 0.35 kilometres.	Within a reasonable period of time following the end of the construction and drilling activities, the rig access tracks will be reduced to a width of approximately 6 metres, remaining at a total length of approximately 0.35 kilometres.	Ongoing access to, use of, maintenance and modification of the temporary rig access tracks.	Rehabilitation of the rig access tracks in accordance with clause 29 of this Agreement and Relevant Laws.
Turnarounds	Disturbances to land adjacent to access roads and Infrastructure where trucks and other vehicles are required to turn around.	Disturbances to land adjacent to access roads and Infrastructure where trucks and other vehicles are required to turn around.	Disturbances to land adjacent to access roads and Infrastructure where trucks and other vehicles are required to turn around.	Rehabilitation in accordance with clause 29 of this Agreement.
Environmental	Carrying out dust suppression activities and erosion and sediment controls (such as the installation of whoa boys) on, or adjacent to, the access roads where required to minimise dust and erosion. Carrying out any weed management activities if necessary such as undertaking spraying and slashing and use of weed management disposal areas and washdown areas.	Rehabilitation of any erosion and sediment controls where no longer required.	Carrying out dust suppression activities and erosion and sediment controls (such as the installation of whoa boys) on, or adjacent to, the access roads where required to minimise dust and erosion. Carrying out any weed management activities if necessary such as undertaking spraying and slashing and use of weed management disposal areas and washdown areas.	Rehabilitation of the erosion and sediment controls in accordance with clause 29 of this Agreement and Relevant Laws.
Batters and culverts	The construction and use of access track batters and culverts if necessary to connect sections of access track to the contour of the surrounding land in light of the track's vehicle capacity, cross draining, soil	Rehabilitation of any batters and culverts where no longer required.	The construction and use of access track batters and culverts if necessary to connect sections of access track to the contour of the surrounding land in light of the track's vehicle capacity, cross draining, soil	Rehabilitation of the batters and culverts.

Activity	Construction, testing and drilling phase	Interim rehabilitation phase	Production, operation and maintenance phase	Decommissioning and rehabilitation phase
	erodibility and gradient.		erodibility and gradient.	
Slashing	The slashing of vegetation in the general vicinity of the disturbance areas and Infrastructure for safety and operational purposes.	Not applicable.	The slashing of vegetation in the general vicinity of the disturbance areas and Infrastructure for safety and operational purposes.	Rehabilitation of slashed areas where required.
Wells	The construction of 3 well sites, each within an area measuring approximately 1 ha each with a total disturbed surface area of approximately 3 hectares. The drilling of the 3 wells. Well completion drilling, including cleaning out the well, installing tubing and pumps (if required). The testing, operation and maintenance of the wells and the testing, operation and maintenance of infrastructure within the well sites. The installation, testing, operation of a wellhead and facilities for each well within the confines of the well sites and suspension of the wells. Any other necessary petroleum engineering operation carried out within the confines of the well sites, including but not limited to the installation of	Within a reasonable period of time after the completion of the wells, the resizing of each drilling site area to a fenced area measuring approximately 0.03 ha in size around the wellhead, together with the rehabilitation of the balance of each drilling site area.	Ongoing access to the well sites. Ongoing testing, monitoring, operation and maintenance of each well. The carrying out of Well Interventions at each well including the resizing of the wellsite area to an area measuring approximately 1.2ha for the purposes of carrying out the Well Interventions. Any other necessary petroleum engineering operation carried out within the confines of the fenced well sites.	The plugging and abandonment of each well upon cessation of petroleum activities. The subsequent rehabilitation of the well site areas upon cessation of petroleum activities.

Activity	Construction, testing and drilling phase	Interim rehabilitation phase	Production, operation and maintenance phase	Decommissioning and rehabilitation phase
	caravans, dongers, pits, flare pits, sumps and stockpiles of topsoil and carrying out Well Intervention activities. The expansion of each wellsite area to an area measuring approximately 1.2ha if required during Well Intervention activities.			
Gathering system pipelines	The installation (including carrying out trenching and installation activities with or without temporary fencing), testing and operation of gathering system pipelines from each of the well sites within the Right of Way, with an approximate construction width of 25 metres, and approximate length of 2 kilometres. The burial of the gathering system pipelines and the rehabilitation of the Land over the gathering system pipelines.	Within a reasonable period of time after the installation of the gathering system pipelines, rehabilitation of surface land over the gathering system pipelines within the Right of Way.	Ongoing access to and use of the gathering system pipelines where required for operations, including any ongoing testing, monitoring, operation and maintenance of the gathering system pipelines.	Rehabilitation of the gathering system pipelines in accordance with clause 29 of this Agreement and Relevant Laws.
Vents, drains and valve pits	The installation of and ongoing access to high point vents, low point drains and valve pits over the gathering system pipelines. The clearing and grading of an area of up to $10m^2$ around each vent, drain and valve pit.	Within a reasonable period of time after the installation of the vents, drains and valves, the rehabilitation of the balance of the cleared and graded area.	Ongoing access to, use and operation of the vents, drains and valve pits, including releasing and/or collecting water for use on the Land in accordance with Relevant Laws. The modification and maintenance of the vents, drains and valve pits where required for operations.	The removal and rehabilitation of the vents, drains and valve pits in accordance with clause 29 of this Agreement and Relevant Laws.

Activity	Construction, testing and drilling phase	Interim rehabilitation phase	Production, operation and maintenance phase	Decommissioning and rehabilitation phase
Electrical infrastructure	The installation (including carrying out trenching and installation activities with or without temporary fencing), testing and operation of electrical and fibre optic cables in a single combined trench or separate trench adjacent to the gathering system pipelines within the Right of Way. The burial of the electrical lines and the rehabilitation of the land over the electrical and fibre optic cables.	Within a reasonable period of time after the installation of the electrical lines, rehabilitation of the surface land over electrical lines in the Right of Way.	Ongoing access to, use of, and maintenance of the electrical and fibre optic cables where required for operations.	Rehabilitation of the electrical infrastructure in accordance with clause 29 of this Agreement and Relevant Laws.
Laydown area	The construction and use of 1 laydown areas measuring approximately 0.7 ha in size per area.	Within a reasonable period of time following the end of the construction and drilling activities, the laydown area will be rehabilitated.	Not applicable. Access for rehabilitation only.	No rehabilitation required when Origin is decommissioning as the laydown area will be rehabilitated within a reasonable period of time following the end of the construction and drilling activities.
Extra Work Space	The construction and use of 1 extra work space areas with a total disturbed surface area of approximately 0.25 hectares.	Within a reasonable period of time following the end of the construction and drilling activities, the extra work space areas will be rehabilitated.	Not applicable. Access for rehabilitation only.	No rehabilitation required when Origin is decommissioning as the extra work space areas will be rehabilitated within a reasonable period of time following the end of the construction and drilling activities.

Activity	Construction, testing and drilling phase	Interim rehabilitation phase	Production, operation and maintenance phase	Decommissioning and rehabilitation phase
Additional Construction Activities	The use of Additional Construction Activities during construction, testing and drilling phase.	Within a reasonable period of time following the end of the construction and drilling activities, the rehabilitation of Additional Construction Activities.	Not required for the production, operation and maintenance phase.	No rehabilitation required when Origin is decommissioning as the Additional Construction Activities will be rehabilitated within a reasonable period of time following the end of the construction and drilling activities.
Preliminary and Incidental Activities	All Preliminary Activities permitted to be carried out on the Land under the Petroleum Authority. All activities required to comply with the terms of this Agreement. All activities specifically associated with and necessary to give effect to those referred to above.			

For clarity, the location of the 3 coal seam gas wells are described below:

Well name	Lot Reference
CNS141	Lot 4 on 160496
CNS142	Lot 4 on 160496
CNS143	Lot 4 on 160496

2. Timetable

The following table contains the approximate timetable of activities:

Date	Activities
Quarter 1, 2017 - Quarter 2, 2017	Mobilisation or equipment and construction preparation Commence construction and preparation of access tracks Commence well site preparation and construction of well sites Drilling of the wells Interim rehabilitation Commence construction of gathering systems Installation of gathering system pipelines Well head controls and installation

	Well completion (including cleaning out the well, installing tubing and pumps (if required), installing and testing the well head equipment and establishing well production flow rates Rehabilitation of surface land over the Right of Way Well commissioning
Remainder of the term of the Agreement	Complete any construction, drilling and testing activities not completed in Quarter 1, 2017 Following the construction phase, Origin and its Associates will require ongoing access to the Land for the remainder of the Term to carry out the Activities including but not limited to activities associated with production and operation, Well Intervention drilling, maintenance, decommissioning and rehabilitation.

The Landowner acknowledges that the timetable is an estimate only and is subject to change. Further, the Landowner acknowledges that the above estimate is subject to weather events, ground conditions, scheduling requirements and events or circumstances that cause or result in delay such as strikes, non-availability or breakdown of essential equipment, supplies or services. Origin will consult with the Landowner regarding any unforseen timing changes.

3. Hours of Operation

During the construction, testing and drilling phase for the Activities:-

1. subject to paragraph 2 below, Origin will perform construction activities (such as preparation of well site areas, access track construction, and construction of the laydown area) on a daily basis during daylight hours;
2. Origin may carry out construction activities associated with the installation of the gathering system pipelines and electrical infrastructure (including trenching activities) on a daily basis, 24 hours a day; and
3. drilling activities will take place on a daily basis, 24 hours a day. It is estimated that each well will take approximately 5 days for initial drilling and approximately 5 days for completion drilling on each well.

During the production, operation and maintenance phase for the Activities:-

1. general gas maintenance and other operational and maintenance activities will take place generally during daylight hours;
2. in the initial 3 months following the commencement of the production, operation and maintenance phase, well maintenance and operational requirements will take place on a daily basis. This will gradually reduce to approximately a day per week for the property, subject to well performance and inspection;
3. it is estimated that each well may require a Well Intervention once every 2 to 3 years. It is possible, however, that each well may require a Well Intervention once every 12 months. Well Interventions will likely take approximately 3 days on each well but may take up to 5

days on each well. During a Well Intervention, drilling activities will take place on a daily basis, 24 hours a day; and

4. Origin or its Associates may access the vents and drains to carry out operational requirements, maintenance inspections, and to drain and/or collect water from the drains, the timing of these activities will vary depending on maintenance requirements but should occur at a minimum of once per month and a maximum of once per week.

The Landowner acknowledges that the frequency and duration described above is an estimate only and is subject to change. Further, the Landowner acknowledges that the above estimate is subject to weather events, technological advances, well operation and well performance.

4. Map

The approximate location of the Activities are shown on the attached map:

GISWR_23532

Legend

Cadastral Boundary

Permit

Proposed Gathering Infrastructure

Well

Flowline

Lease

Other Proposed Infrastructure

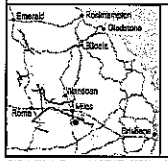
Access Point

Temporary Access

Extra Work Space

Laydown Area

Source Information:
Origin / EPUNG
© State of Queensland (Department of Natural Resources and Mines) 2015.



N

Scale 1:12,000 (at A3)

0 250 500

Metres

Coordinate System: GDA 1994 MGA Zone 56

Rev	Description	Drawn	Check	QA	Approved	Date
0	Issued for Disturbance Approval	MLM	JG	MP	RM	11/08/15
D	Issued for Final Layout Review	AMK	JG	MLM		15/07/15
C	Issued for Scouting	MLM	JG	MP		10/06/15
B	Issued for Pre-scout with Landholder	AMK	JG	MLM		27/05/15
A	Issued for Information - Conceptual Design	MLM	JG	AMK		31/10/14

origin

LANDHOLDER **Preliminary Map Suite**

Enviro Tech Holdings Pty Ltd

Issued for Disturbance Approval

DA Number **1663**

Doc No **Q-4530-95-DJ-1116_04**

Map ID GISWR_23532

Rev **0**

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Origin Energy Ltd gives no warranty in relation to the data (including accuracy, reliability, completeness or suitability) and accepts no liability for any loss, damage or costs (including consequential damage) relating to any use of the data in this map. © Origin Energy 2015

Schedule 3

Not used.

Schedule 4
Interpretation and Definitions

1. Interpretation

a. This Agreement comprises the operative provisions of, and schedules to, this document.

b. If there is any inconsistency between the operative provisions and the schedules to this Agreement, the operative provisions will prevail to the extent of the inconsistency.

c. A reference to a party includes that party's executors, administrators, liquidators, successors and permitted assigns.

d. A party to this Agreement that is a trustee will be bound both personally and in its capacity as trustee.

2. Definitions

Activities means:

a. the activities described in Item 1 of Schedule 2;

b. any other activities reasonably necessary for or incidental to the activities described in Item 1 of Schedule 2 of this Agreement;

c. any activities reasonably necessary for or incidental to the remediation or rehabilitation of the Area of Activity; and

d. Minor Changes to the Activities and any changes to the Activities as agreed by the parties.

Additional Construction Activities means the construction, installation and use of temporary Infrastructure or disturbance areas on the Land which are:

a. not described in Schedule 2 of this Agreement;

b. reasonably associated with the development and operation of coal seam gas wells; and

c. only used during the construction, testing and drilling phase.

Affected Places means all sensitive receptors (within the meaning of the Environmental Authority) on the Land.

APLNG means Australia Pacific LNG Pty Limited ACN 001 646 331.

Area of Activity means, in relation to the Activities, those areas reasonably required by Origin and its Associates to carry out the Activities in accordance with this Agreement.

Associates:

a. In respect of the Landowner includes that person's family (if the Landowner is a natural person), employees, agents, contractors and other invitees; and

b. In respect of Origin includes both APLNG's and Origin's employees, secondees, agents, contractors, financiers, Related Bodies Corporate and other invitees.

Authorised Activities has the meaning given in the Petroleum Legislation.

Business Days means a day other than a Saturday, Sunday or public holiday in Brisbane, Australia.

Claim means any claim, demand, action, suit or proceeding in respect of any Loss.

Commencement of Construction means the period commencing on the day that Origin commences to install, build and construct Infrastructure, or disturbance areas associated with the Infrastructure, but does not include any Preliminary Activity.

Compensation means the compensation set out in Schedule 1 and, subject to the Landowner's rights under section 537C of the Petroleum Legislation, is in full and final satisfaction of all of APLNG's compensation liability to the Landowners and all other amounts that may be payable by APLNG to the Landowners under a Relevant Law for the Activities and Loss of Quiet Enjoyment.

Compensatable Effect has the meaning given in the Petroleum Legislation.

Consequential Loss includes:

a. loss of profit;
b. loss of business opportunity or goodwill;
c. special or punitive damages;
d. claims by any third party; and
e. any indirect or consequential liabilities,

suffered or incurred by the other party, howsoever arising in respect of any circumstances under or in relation to this Agreement or otherwise, regardless of whether a claim for the same is made under this Agreement or otherwise, but does not include a Compensatable Effect.

CPI means the Consumer Price Index (All Groups) of Brisbane City published each quarter by the Australian Bureau of Statistics provided always that the annual compensation amount in respect of each year of the Agreement will not, by virtue of applying the formula in paragraph 3 of Schedule 1, be less than the annual compensation amount of the immediately preceding year of this Agreement (unless the annual payment is varied following a review carried out pursuant to this Agreement). If the Consumer Price Index (All Groups) of Brisbane City published each quarter by the Australian Bureau of Statistics no longer exists, or the basis of calculating it changes, it means an index that the President of the Queensland Law Society determines to be appropriate.

Declared Weed means a live plant declared to be a pest under the *Land Protection (Pest and Stock Route Management) Regulation 2003* (Qld).

Development means a development on the Land by construction of any building, access, roadworks or utilities requiring a Subdivision Plan.

Eligible Claimant has the meaning given in the Petroleum Legislation.

Environmental Authority means the environmental authority issued under the *Environmental Protection Act 1994* (Qld) in respect of the Petroleum Authority.

Final Compensation Payment means all payments that would accrue, be payable and are otherwise owing to the Landholder under items 1 (a)-(c) of Schedule 1 of this Agreement until the date which is 15 years from the Agreement Date.

Flushyby means a type of Workover activity that uses a truck-mounted flushby unit to carry out some diagnostic and well servicing activities such as flushing pumps, maintaining and replacing down hole equipment.

Infrastructure means all temporary and permanent infrastructure, equipment and machinery installed on or under, or brought onto, the Land by Origin or its Associates.

Itemised Bill means a bill invoiced to the Landowner, and:

a. in respect of legal costs, has the meaning given in the *Legal Profession Act 2007* (Qld); and

b. in respect of accounting and valuation costs, means a bill stating, in detail, how the costs are made up in a way that would enable a reasonable person to determine whether or not the costs were reasonably and necessarily incurred in the negotiation of this Agreement.

Land Access Code means the land access code as defined by section 4A of regulation made under the Petroleum Legislation.

Loss means any cost, damage or loss suffered or incurred by the Landowner arising from the carrying out of the Petroleum Activities.

Loss of Quiet Enjoyment has the meaning set out in clause 9.

Minor Change means a change to the Activities that does not create a material adverse impact on the Land or the Landowner's use of the Land.

OERL means Origin Energy Resources Limited ACN 007 845 338.

Personal Information has the meaning given in the Privacy Act.

Petroleum Activities means all Authorised Activities for the Petroleum Authority.

Petroleum Authority means the petroleum authority described in Item 2 of the Reference Schedule.

Petroleum Legislation means the *Petroleum and Gas (Production and Safety) Act 2004*.

Preliminary Activity has the meaning given in the Petroleum Legislation.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Collection Statement means the Privacy Collection Statement for Landholders published by Origin at www.originenergy.com.au/privacy and includes any amended versions as updated from time to time.

Privacy Policy means the Privacy Policy published by Origin at www.originenergy.com.au/privacy and includes any amended versions as updated from time to time.

Regulatory Authority means any government department, agency or other governmental entity which has powers or jurisdiction under a Relevant Law.

Related Body Corporate has the meaning given in the *Corporations Act 2001 (Cth)*.

Relevant Laws means, where relevant to a party or the performance of by a party of its obligations under this Agreement:

a. Acts, regulations and other statutory instruments of the Commonwealth and Queensland including but not limited to the *Petroleum Act 1923*, the Petroleum Legislation, the *Water Act 2000* and the *Environmental Protection Act 1994*; and

b. binding requirements of a Regulatory Authority including but not limited to the conditions of the Petroleum Authority, environmental authorities and other approvals and permits.

Right of Way refers to the disturbance area during construction used by Origin and its Associates to carry out activities associated with the installation of the gathering system pipelines, vents, drains and valve pits, electrical infrastructure and the construction and use of access tracks for drilling rigs and other vehicular access. The location of the Right of Way is shown on the maps behind Item 4 of Schedule 2 described in the legend as 'Flowline'.

Scouting Activities means the scouting, investigations, surveys and field work activities carried out on the Land to determine the appropriate location of the Activities.

Significant Change means a change to the Activities that creates or will create a material adverse impact on the Land or the Landowner's use of the Land.

Subdivision Plan means a standard or building format plan lodged over the Land which, upon registration, will create a separate indefeasible title under the *Land Title Act 1994*.

Term means the period described in clause 4 of this Agreement.

Well Intervention means any works and activities carried out to restore or improve the production of a well including, but not limited to, stimulation activities (e.g. hydraulic fracturing, cavitation or acidizing) and modification of surface and downhole equipment (including, Workovers, well servicing activities, Flushbys and pump services). Well Intervention includes surface intervention or disturbance with a drill rig, completions rig, Flushby rig and other large equipment like wireline.

Workover means any works or operation required to restore or improve the producability of a well including maintenance, remedial treatments and well servicing activities such as replacing down hole equipment, and may involve the changing of a well in a way that requires surface intervention or disturbance with a drill rig, service rig, Flushby or other large equipment like wireline.