

Corporate governance statement | 30 June 2007

The Board of Queensland Gas Company Limited (QGC) is committed to maintaining the highest standards of corporate governance and has established a framework of principles to provide guidance to Directors, executives and staff in the day to day management of QGC's operations.

QGC's Directors are responsible to the shareholders for the performance of the Company and their overriding aim is to enhance the interests of shareholders and to ensure the Company is properly managed.

QGC has adopted the ASX Corporate Governance Council's "Principles of Good Corporate Governance and Best Practice Recommendations" to the extent that they are considered applicable to a company of QGC's size as a significant energy producer. These principles have been in operation for the full year unless otherwise indicated.

After taking into account that the generic ASX Best Practice Recommendations are drafted to cover all of Australia's listed companies across every industry, the Board has elected to tailor the principles where necessary to provide good corporate governance practices for QGC without incurring unnecessary compliance costs.

The table below sets out the areas where QGC has adopted corporate governance principles which differ from those recommended by the ASX Corporate Governance Council.

ASX recommendation	QGC principle	Reason for difference
A Director cannot be independent if they are a substantial shareholder (ie. greater than 5%).	A Director cannot be independent if they hold greater than 10% of the voting rights in the Company.	The Board believes that a Director still has the ability and willingness to operate independently and objectively, notwithstanding a shareholding of up to 10% of the Company. The ownership of shares in QGC by Directors serves to align the financial interests of the Directors with those of all shareholders, and demonstrates the financial, technical and commercial support of major stakeholders.
Nomination Committee should be established.	The Board currently performs the duties in relation to the nomination of new Directors.	To be established following the Annual General Meeting in November 2007.

Summaries of QGC's Corporate Governance policies are set out on the Company's website at www.qgc.com.au.

A description of the Company's main corporate governance practices is set out below.

The Board

A formal Directors' Code of Conduct sets out the practices by which Directors are expected to abide so as to maintain confidence in the Company's Integrity.

The Board Charter sets out the Board's role, responsibilities, structure, delegations of authority and the specific roles of the Chairman and Managing Director.

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Role of the Board

The Board has primary responsibility to shareholders for the welfare of the Company by guiding and monitoring the Company's business and affairs.

The Board must at all times act honestly, fairly and diligently in all respects in accordance with the law and all relevant policies of the Company. When representing QGC, each Director must act in the best interests of the Company and the Company's shareholders.

Responsibilities of the Board

The Board of Directors is responsible for:

- Setting the strategic direction and establishing the policies of the Company;
- Overseeing the financial position and for monitoring the business and affairs on behalf of the shareholders;
- Ensuring that management has in place appropriate processes for corporate governance, risk management and internal control;
- Appointing, monitoring, managing the performance of, and if necessary terminating the employment of the Managing Director; and
- Reviewing the composition of the Board.

The Board delegates responsibility for day-to-day management to the Managing Director.

Structure of the Board

The Board should comprise Directors with an appropriate range of skills, experience, qualifications, expertise and vision to enable it to operate the Company's business with excellence. The composition of the Board is determined in accordance with the following principles and guidelines:

- The Board should comprise at least three Directors and should maintain a majority of non-executive Directors;
- At least two of the non-executive Directors should be independent; and
- The Chairman must be an independent, non-executive Director.

All Directors (with the exception of the Managing Director) must retire from office no later than the third Annual General Meeting (AGM) following their last election. Where eligible, a Director may stand for re-election.

The skills, experience and expertise relevant to the position of Director and the term of office of each Director at the date of this report is set out on pages 30 to 31 of this Annual Report.

Division of authority between Chairman and Managing Director

Consistent with its commitment to best practice corporate governance, QGC recognises the importance of separating the office of Chairman and of Managing Director.

The Chairman and the Managing Director have defined roles in the organisation and function in accordance with clear functional lines.

The Chairman will chair meetings of the Board, Finance Committee (discontinued on 30 July 2007), Remuneration Committee and shareholders, and facilitate the Board's relationship with the Managing Director. The Chairman has primary responsibility for overseeing the performance evaluations of the Board and the Managing Director.

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The Managing Director has primary responsibility to the Board for the affairs of the Company and manages the business on behalf of the Board and shareholders. The Managing Director carries out the objectives of the Board in accordance with its instructions, and reports to the Board all matters the Managing Director considers to be material to the affairs of the Company.

Independent professional advice

The Company has established procedures enabling any Director or Committee of the Board to seek external professional advice as considered necessary, at the Company's expense.

Conflicts of interest

In the event that a potential conflict of interest may arise, the involved Director or Directors must immediately make appropriate disclosures and the Board must consider the issues in accordance with the *Corporations Act 2001* and the Listing Rules.

Board performance

The Board believes that regular assessment of the Board's effectiveness and the contribution of individual Directors is essential to improve governance of the Company. The Board has not yet fully implemented all of the formal aspects of the Company's performance evaluation process, but informal assessment and review is ongoing. When fully implemented, at least once in each financial year, there will be a performance evaluation of the Board, the Board's Committees and the contribution of individual Directors.

Independence of Directors

All Directors are required to bring independent judgement to bear in decision-making.

A majority of the Board must be non-executive Directors and at least two of the non-executive Directors should be classed as independent, notwithstanding that the ASX Corporate Governance Council's "Principles of Good Corporate Governance and Best Practice Recommendations" indicate that the majority of the Board should be independent. The Board of QGC believe that the technical and financial support of major stakeholders is essential in maximising the value of the Company's assets and in serving the interests of all shareholders.

Each member's independence is assessed at the time of appointment and on a continuous basis throughout the term of their appointment. In assessing the independence of Directors, the following factors are considered:

- (a) Director's shareholding: A Director cannot be considered to be independent if they, their associates or a company of which they are an officer of, controls greater than 10% of the voting rights in QGC.

This threshold is higher than the 5% "substantial shareholder" threshold set out in the ASX Corporate Governance Council's "Principles of Good Corporate Governance and Best Practice Recommendations". QGC believes that a Director still has the ability and willingness to operate independently and objectively, notwithstanding a shareholding of up to 10% of the Company.

Importantly, the ownership of shares in QGC by Directors serves to align the financial interests of the Directors with those of all shareholders, and demonstrates the financial, technical and commercial support of major stakeholders during the early years of the Company's development.

An ownership stake of greater than 10% may indicate that the shareholder can exert a significant influence on the decisions of the Company. With that level of influence, a Director's independence may not be assured.

This threshold will be reviewed regularly by the Board in relation to the spread of shareholdings in the Company to assess at what level significant influence could be exerted and the stage of development of the Company.

- (b) Previous executive capacity: A Director cannot be considered to be independent if they have been employed by the Company in an executive capacity in the previous three years.

Independence of Directors (continued)

(c) Material supplier or customer: A Director cannot be considered to be independent if they are:

- Principal of a material professional advisor;
- A material consultant to the Company;
- An employee of a material advisor or consultant materially associated with the service provided;
- A material supplier of the Company, or an officer or associate of the supplier; or
- A material customer of the Company, or an officer or associate of the customer.

The relationship is considered to be material where, during the previous three years, or forecast for the forthcoming 12 months:

- The relevant services or goods acquired by QGC amount to 5% or more of total purchases by QGC;
- The relevant services or goods acquired by QGC amount to 10% or more of the total income of the Director or associated company / adviser / consultant; or
- The relevant sales of QGC's products amount to 10% or more of total sales by QGC or of total purchases by the customer.

The Board should regularly review whether previous relationships of any Director do, in fact, or are perceived to, compromise the Director's independence.

(d) Material contractual relationships: A Director cannot be considered to be independent if they have a material contractual relationship with the Company.

(e) Length of service: A Director cannot be considered to be independent where they have served on the Board for a period which could, or could reasonably be perceived to, materially interfere with the Director's ability to act in the best interests of the Company.

(f) Other relationships: To be considered independent, a Director must be free from any interest and any business or other relationship which could, or reasonably be perceived to, materially interfere with the Director's ability to act in the best interests of the Company.

Upon application of these guidelines, the following Directors at the end of the reporting period are considered to be independent:

- R Bryan
- P Cassidy
- F Connolly
- T Crommelin
- D Elphinstone

Other committees

To assist the Board in its role, and to provide for detailed consideration of complex matters, the Board has delegated its authority to the Audit, Remuneration and Finance Committees.

Details of the Directors' qualifications and experience are set out at pages 30 to 31 of this Annual Report, while record of their attendances at meetings is located in the Directors' report at page 36.

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Audit Committee

The Audit Committee Charter specifies that the Audit Committee must consist of at least three members who are not executive Directors. The members of the Audit Committee must be appropriately financially literate and at least one member must have accounting or associated financial and management expertise, have an understanding of the industry in which the entity operates and be independent of management. A majority must be independent in accordance with the guidelines for Director independence as set out in QGC's Board Charter.

The Chairman of the Audit Committee cannot be the Chairman of the Board.

During the year, the Audit Committee consisted of the following non-executive Directors:

F Connolly (Chairman)
R Bryan

Since the Audit Committee's third member left the Board in March 2006, the Audit Committee has consisted of two members. The Board was satisfied that the Audit Committee could fulfil its responsibilities with the two members during the year. Mr T Crommelin and Mr S Mikkelsen joined the Audit Committee on 30 July 2007.

The Audit Committee's objective is to assist the Board of QGC to fulfil its responsibilities in relation to the Company's accounting and financial reporting practices. The Committee oversees:

- The integrity and quality of the Company's financial information including financial information provided to ASIC, ASX and shareholders;
- The adequacy of the internal control environment of the Company;
- The scope and quality of the external audit;
- Compliance with relevant laws, regulations, standards and codes; and
- The review of significant financial and non-financial risks and ensures appropriate risk management procedures are in place in accordance with the Company's Risk Management Guidelines and Policy.

Remuneration Committee

The Remuneration Committee Charter requires that the Remuneration Committee consist of at least three members consisting of a majority of independent non-executive Directors.

The Remuneration Committee consists of the following non-executive Directors:

R Bryan (Chairman)
F Connolly
D Elphinstone
M Fraser

The role of the Committee is to review and make recommendations to the Board in respect of remuneration policies and practices generally, including the review of the recruitment, remuneration, retention, performance measurement, incentive plans, equity participation schemes and termination policies and procedures for all Directors, the Managing Director and senior executives reporting directly to the Managing Director.

Specific details in relation to the amount of remuneration and incentives paid or payable to Directors, the Managing Director and senior executives, along with descriptions of their remuneration arrangements and statements of expected outcomes of performance incentives are set out in the Directors' report attached to the financial statements.

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Finance Committee

The Finance Committee was discontinued on 30 July 2007. No committee meetings were held during the year.

Risk assessment and management

The identification and proper management of risk within QGC is an important priority for the Board and management. Formal risk management guidelines and policies are documented and in place.

The Board is responsible for approving, implementing and reviewing QGC's overall risk management framework.

Executive management monitors risk within the Company to ensure high standards of operational quality and compliance with QGC's approved strategies, policies and procedures. The principal objectives are to ensure there is a clear understanding across the Company of all relevant obligations, to monitor compliance and, where issues are identified, to take prompt action to ensure compliance. The Board is made aware of any material risk issues and appropriate procedures and plans are put in place to mitigate the risks to acceptable levels.

Executive management has overall responsibility for the Company's internal control environment, and ensures that QGC has an integrated framework of control, based on formal procedures and appropriate delegation of authority and responsibility. QGC is not yet of a size, or its operations of sufficient complexity, to require a dedicated internal audit function.

Risk management statement

The integrity of QGC's financial reporting relies upon a sound system of risk management and control. Accordingly, to ensure management accountability, the Managing Director and Chief Financial Officer, are required to provide a statement stating that the financial reports of the Company are based upon a sound risk management policy.

Code of conduct

The Company's corporate Code of Conduct is designed to maintain confidence in the integrity of QGC and the responsibilities and accountability of individuals for reporting and investigating reports of unethical practices.

The Code of Conduct expresses certain basic principles that QGC, its officers, employees and external consultants should follow. They should show the highest business integrity in their dealings with others, including preserving the confidentiality of other peoples' information and should conduct QGC's business in accordance with the law and principles of good business practice.

QGC strives to maintain the highest standards of conduct in its business practices. As a fundamental condition of employment, every Director, officer and employee is required to act in a manner consistent with this principle.

Securities trading

In order to preserve the reputation and integrity of QGC, it is vital that when people associated with QGC deal in the Company's securities, those dealings are not only fair, but are seen to be fair. The Company's Security Trading Policy sets guidelines to achieve this objective.

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In summary, employees and Directors must:

- Not deal in the Company's securities while in possession of price sensitive information;
- Restrict their buying and selling of the Company's securities to within a 'trading window,' of 14 days following: a General Meeting; the date that significant ASX releases are made; or dates that the Company's annual, half yearly and quarterly reports are lodged;
- Never engage in short term trading (selling within six months of purchasing) of QGC's securities; and
- Notify the Company Secretary of any material intended transactions involving the Company's securities.

A person in possession of inside information about the Company has a duty to keep that information confidential and must not in any way disclose or communicate that information to any person.

Shareholder communication and continuous disclosure

QGC aims to promote a fair market for the Company's shares through honest management and full, fair and timely disclosure. The Disclosure Policy and Shareholder Communications Policy formalise the procedures for disclosure of information to shareholders and other interested parties.

The Company immediately releases information to the ASX once it becomes aware of any information concerning it that a reasonable person would expect to have a material effect on the price or value of the Company's securities. There are certain exceptions to this principle, as allowed by ASX Listing Rules if each of the following conditions is and remains satisfied:

- A reasonable person would not expect it to be disclosed;
- The information is confidential;
- One or more of the following conditions apply:
 - it would be a breach of a law to disclose the information;
 - the information concerns an incomplete proposal or negotiation (for example, a negotiation to enter into a new contract);
 - the information comprised matters of supposition or is insufficiently definite to warrant disclosure; and/or
 - the information is a trade secret.

QGC will release to the ASX information required to correct a false market.

QGC aims to provide shareholders, and other interested parties with relevant, timely information through the Company's website, which provides access to all recent announcements, reports and notices of meetings.

QGC's Annual Report is the main vehicle for communicating activities and performance for the previous 12 months and is distributed to all shareholders who have not asked to be excluded from its circulation.

Shareholders at the Annual General Meeting are encouraged to ask both QGC and its auditor questions regarding the Company's governance and business.

Notes



Definitions and glossary

\$ or dollars	Australian dollars
1P Reserves	All Reserves certified to be proved in accordance with the SPE/WPC definitions
2P Reserves	All Reserves certified to be proved and probable in accordance with the SPE/WPC definitions
3P Reserves	All Reserves certified to be proved, probable and possible in accordance with the SPE/WPC definitions
AGL	AGL Energy Limited ACN 115 061 375
ANZ	Australia and New Zealand Banking Group ACN 005 357 522
ANZIB SAM	ANZ Investment Bank Special Asset Management Limited ACN 098 827 871 – a subsidiary of ANZ and trustee for EIT
ANZIS	ANZ Infrastructure Services Limited ACN 071 923 423 – a subsidiary of ANZ and manager of EIT
ASIC	Australian Securities and Investments Commission
ASX	Australian Stock Exchange Limited ACN 008 624 691
ATP	An Authority to Prospect under the Petroleum Act
Board	The Board of Directors of the Company
Coal seam gas	Natural gas (mostly methane) contained within coals
Company or QGC	Queensland Gas Company Limited ACN 089 642 553 or its controlled entities as the context requires
Core	A cylindrical piece of rock taken as a sample by a special hollow drill bit
CS Energy	CS Energy Ltd ACN 078 848 745, a company owned by the State of Queensland
Dewatering	The pumping of water from coal seams to facilitate gas production
Director	A Director of the Company
EIT	Energy Infrastructure Trust (managed by ANZIS)
Elph	Elph Pty Ltd ACN 070 012 252
Fairway	A region of the Surat Basin where the depth to the top of the Wallcoor Subgroup is between 150 m and 600 m and the coals display good potential for coal-seam gas production.
Farm-in agreements	Negotiated agreements that the Company has entered into and under which the Company can earn interests in the tenements
Founder Options	The 15 million options issued to the Founders under the terms of the Initial Public Offering
Founders	Mr Robert Bryan, Mr Norman Zillman, GFK Investments Pty Ltd and QGAS Pty Ltd
GJ	Gigajoule – a measurement of the energy value of gas (1 GJ is approximately equal to 960 cubic feet of gas)
Incitec Pivot	Incitec Pivot Limited ACN 004 060 264
Initial Public Offering	The issue of 60 million new shares to the public and the issue of the Founder Options and the Thiess Options offer on 28 August 2000

Methane	The lightest hydrocarbon gas, CH ₄
ML	Megalitres
NSAI	Netherland Sewell and Associates Inc
Options	Options to subscribe for shares
Origin Energy	Origin Energy CSG Ltd ACN 001 646 331
Original Gas In Place	The total quantity of gas that is estimated to exist originally in naturally occurring reservoirs
Pangaea	Pangaea Oil & Gas Pty Ltd ACN 068 812 171
Permeability	The capacity of a rock (coal) to transmit a fluid
PJ	petajoule, equivalent to one million GJ
PL	A Petroleum Lease under the Petroleum and Gas (Production and Safety) Act 2004 (Queensland)
PLA	A Petroleum Lease Application under the Petroleum and Gas (Production and Safety) Act 2004 (Queensland)
PPL	A Pipeline Licence under the Petroleum and Gas (Production and Safety) Act 2004 (Queensland)
Reserves	The volume of hydrocarbons contained in a trap or stored in coals that is estimated to be economically-recoverable
Resource	The volume of hydrocarbons estimated to be contained in a trap or stored in coals
Santos	Santos CSG Pty Ltd ACN 121 188 654
Sentient	Sentient Pty Ltd ACN 074 455 520
Shares	Ordinary shares in the Company
SPE/WPC definitions	Petroleum Reserves definitions of the Society of Petroleum Engineers and the World Petroleum Congress and the current Guidelines for Evaluation of Petroleum Reserves and Resources of those bodies, together with the American Association of Petroleum Geologists (see www.spe.org to obtain these documents)
Stratigraphic divisions	The sub-division of sub-surface rocks into differing layers according to age and type
Surat Basin	Sedimentary basin of Jurassic to Cretaceous age in southern Queensland and northern New South Wales
Tenement	An ATP or PL
Thiess	Thiess Pty Ltd ACN 010 221 486
TJ	terajoule, equivalent to one thousand GJ
Undulla Nose	A unique geological feature characterised by highly-permeable Walloon Coals
VWAP	Volume weighted average price
Walloon Coal Measures	A formation in the Surat Basin which contains abundant coals and is of Middle Jurassic age

Corporate directory

AGN 089 62 563

ID Inactive

FR Blyth (Graham)

FR Coote (Managing Director)

FR Cassidy

FR Connolly

FR Cromwell

FR Duffin Stone

FR Haber

FR Minkis

FR Morza

FR De Santis (Associate Director)

FR De Leeuw (Associate Director)

Company Secretary

Murphy (General)

Registered Office and Head Office

Level 11, 307 Queen Street

Brisbane Queensland 4000

from 1 December 2007

QGS Registered Office and

Head Office will relocate to

Level 5, 30 Havelock Street

Brisbane Queensland 4000

GPO Box 8107 Brisbane

Queensland 4001

Telephone +61 7 3004 1000

Facsimile +61 7 3012 8411

Website www.qgs.com.au

Email qgs@qgs.com.au

Bromynedale South Office

Minipal 6286 Kogan Condamine Road

Condamine Queensland 4416

PO Box 266 Condamine Queensland 4413

Telephone +61 7 4627 7228

Facsimile +61 7 4627 7228

Stock Exchange Listing

Queensland Gas Company Limited

Shares are listed on the Australian Stock

Exchange (former branch - Brisbane)

ASX Code 030

Auditors

Price Waterhouse Coopers

Level 19, Riverside Centre

128 Eagle Street Brisbane

Queensland 4000

Bankers

Australia and New Zealand Building

Group Limited

429 Queen Street Brisbane

Queensland 4000

Solicitors

Cox Chambers Wellington

Level 90, Waterfront Place 4 Eagle Street

Brisbane Queensland 4000

Michaelough Robertson

Level 11, Central Plaza 2, 60 Eagle Street

Brisbane Queensland 4000

Share Register

Link Market Services

Level 12, 300 Queen Street

Brisbane Queensland 4000



BIJLAGE 2

Verzoeker: Queensland Gas Company
Project: Sileslan

Met inachtneming van bijlage 1 behorend bij artikel 1.3.1.2.a van de Mijnbouwregeling zou de Verzoeker graag aan de Minister de volgende documenten (A) willen aanbieden betreffende algemene informatie over de Verzoeker en:

- a. een uittreksel van de Kamer van Koophandel;
- b. een korte omschrijving van de doelstellingen van de Verzoeker, samen met een afschrift van de Statuten;
- c. een verklaring van de belangrijkste aandeelhouders en hun deelneming in de Verzoeker; en
- d. een kennisgeving inzake het bijzondere belang van de BG Group (voorheen British Gas) in de Verzoeker

(A) ALGEMENE INFORMATIE

DIRECTIE VAN DE ONDERNEMING

Australisch
Ondernemingsnummer:
ACN 089 642 553

DIRECTIELEDEN

R Bryan (voorzitter)
R Cottee (Algemeen Directeur)
P Cassidy
F Connolly
T Crommelin
D Elphinstone
M Fraser
S Mikkelsen
M Moraza
V De Santis (Plv. Directeur)
M de Lœuw (Plv. Directeur)
J Galvin (Plv. Directeur)
D Maxwell (Plv. Directeur)

COMPANY SECRETARY

Andrew Varvari

Statutaire vestiging en

Hoofdkantoor:

Level 5, QGC House, 30
Herschel Street
Brisbane Qld 4000
Australia
GPO Box 3107 Brisbane
Queensland 4001
Tel.: +61 7 3020 9000
Fax: +61 7 3012 8411

Website: www.qgc.com.au
Email: qgc@qgc.com.au

Beursnotering:

Queensland Gas Company
Limited
De aandelen zijn genoteerd
aan de Australische
effectenbeurs (ASX) (Home
Branch – Brisbane) ASX Code:
QGC

Accountants:

PricewaterhouseCoopers
Level 15, Riverside Centre
123 Eagle Street Brisbane
Queensland 4000

Bankier:

Australia and New Zealand
Banking Group Limited
324 Queen Street Brisbane
Queensland 4000

Advocaten

Corrs Chambers Westgarth
Level 35, Waterfront Place 1
Eagle Street
Brisbane Queensland 4000

McCullough Robertson
Level 11, Central Plaza 2, 66
Eagle Street Brisbane
Queensland 4000

Aandelenregister

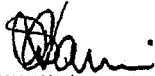
Link Market Services
Level 12, 360 Queen Street
Brisbane Queensland 4000

Gegevens Europese
contactpersoon:

Ter attentie van de heer Gilbert
Clark
24 Chemin du Clos D'Agasse
06650 Le Rouret
France

Tel.: +33 (0) 4 92 60 03 47
E-mail : ems.fr@wanadoo.fr

I, Andrew Varvari, certify that this is a true copy of the certificate of registration of QUEENSLAND GAS COMPANY LIMITED under the laws of Queensland, Australia.



Andrew Varvari
Solicitor

Date: 13 March 2008

Remove this top section if desired before framing

Certificate of Registration on Conversion to a Public Company

This is to certify that

QUEENSLAND GAS COMPANY PTY LTD

Australian Company Number 089 642 553

on the eleventh day of February 2000 converted to a public company.

The name of the company is now

QUEENSLAND GAS COMPANY LIMITED

Australian Company Number 089 642 553

The company is registered under the Corporations Law of Queensland and the date of commencement of registration is the twenty-first day of September, 1999.

Issued by the
Australian Securities and Investments Commission
on this eleventh day of February, 2000.



Alan Cameron
Chairman



CERTIFICATE

INCORPORATING AMENDMENTS MADE ON 11 JULY 2000

CORPORATIONS LAW

A COMPANY LIMITED BY SHARES

CONSTITUTION

- of -

QUEENSLAND GAS COMPANY LIMITED

ACN 089 642 553

I, Andrew Varvari, certify that this is a true copy of the Constitution of QUEENSLAND GAS COMPANY LIMITED under the laws of Queensland, Australia.



.....
Andrew Varvari
Solicitor

Date: 13 March 2008

CORRS CHAMBERS WESTGARTH

Lawyers
Waterfront Place
1 Eagle Street
BRISBANE QLD 4000
AUSTRALIA
Tel: (07) 3228 9333
Fax: (07) 3228 9444
DX: 135 Brisbane
Ref: JS/AMK

(A b.) Doelstellingen

De Verzoeker is een beursgenoteerde onderneming op het gebied van de gasproductie die zich ten doel stelt in Australië en internationaal de positie van geïntegreerd producent en leverancier van energie te verwerven. Sinds de aanvang van de bedrijfsactiviteiten in 2000 heeft de Verzoeker zijn "CSG" vergunninggebieden voor steenkoolgas in het Surat-bekken in Queensland, Australië, geëxploreerd, ontwikkeld en in productie gebracht. Dit betrof de registratie van 1, 2 & 3P (resp. bewezen, waarschijnlijke en mogelijke) reserves en de diversificatie van de mogelijkheden voor commerciële exploitatie van het gas, variërend van standaard gaslevering via het leidingnet tot het gebruik voor elektriciteitsopwekking en voorts de productie van Liquefied Natural Gas (LNG). Tegelijkertijd heeft de Verzoeker een goede naam opgebouwd op het gebied van de milieuzorg, met name wat betreft het waterbeheer en de participatie van de plaatselijke bevolking. De Verzoeker zet de ontwikkeling voort van de eigen technische capaciteiten van hoog niveau van de onderneming en de toename van het aantal medewerkers, waarmee blij wordt gegeven van zijn voortgaande groei en expansie. De Verzoeker streeft ernaar ook in de toekomst de belangen van zijn aandeelhouders zorgvuldig te behartigen en zijn activiteiten zowel plaatselijk als internationaal verder uit te breiden.

Corporate governance

De Raad van Bestuur van Verzoeker streeft ernaar de hoogste normen voor zijn corporate governance te handhaven en heeft een raamwerk van uitgangspunten opgesteld als leidraad voor zijn directieleden, leidinggevend en medewerkers bij de dagelijkse uitoefening van de bedrijfsvoering.

De leden van de directie zijn verantwoordelijk tegenover de aandeelhouders voor de prestaties van de onderneming en het is hun voornaamste doelstelling de belangen van de aandeelhouders te bevorderen en een doeltreffende en ethisch verantwoorde leiding van de onderneming te garanderen.

De directieleden van QGC bewaken de samenstelling van de Raad van Bestuur, aangezien voor een onderneming met een omvang zoals QGC geen afzonderlijke benoemingscommissie voor deze taak vereist is.

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CORPORATIONS LAW
A COMPANY LIMITED BY SHARES

CONSTITUTION

- of -

QUEENSLAND GAS COMPANY LIMITED

ACN 089 642 553

1 NAME

The name of the Company is Queensland Gas Company Limited.

2 LIMITED LIABILITY

The liability of members of the Company is limited by shares.

3 INTERPRETATION

3.1 Definitions

In this Constitution unless the contrary intention appears-

“**ASX**” means Australian Stock Exchange Limited.

“**Business Day**” has the meaning ascribed to that term in the Listing Rules.

“**Company**” means Queensland Gas Company Limited ACN 089 642 553.

“**Constitution**” means this Constitution as amended from time to time.

“**Corporations Law**” means the Corporations Law as defined in section 3 of the Corporations (Queensland) Act 1990 as amended from time to time and in the event that the Corporations Law shall be substituted or re-enacted in whole or in part by legislation of the State of Queensland or the Commonwealth of Australia, the term shall mean such substituted or re-enacted legislation.

“**Director**” includes an alternate Director but not an associate Director.

“**Home Branch**” has the meaning ascribed to that term in the Listing Rules.

“**Listed Company**” means a company which has been admitted to the Official List of ASX.

“**Listing Rules**” means the listing rules of ASX and any other rules of ASX which are applicable to Listed Companies, as amended or replaced from time to time, except to the extent of any express written waiver by ASX.

4.6 Certificates

- (a) Subject to clause 4.6(g), a member is entitled free of charge to receive one certificate for the shares of one class registered in his name under the seal or duplicate seal of the Company in accordance with the Corporations Law, but in respect of a share held jointly by several persons, the Company is not bound to issue more than one certificate.
- (b) Shares shall be allotted and, subject to clause 4.6(g), share certificates relating to them (including replacement certificates issued pursuant to clauses 4.6(c) and 4.6(d)) shall be issued and delivered in accordance with:
 - (i) the Corporations Law; and
 - (ii) the Listing Rules if the Company is a Listed Company.
- (c) Where a share certificate is stolen, lost or destroyed, upon application to the Company by the owner of the shares in accordance with section 1089 of the Corporations Law, the Directors shall, subject to that section, clause 4.6(g) and the Listing Rules, issue a replacement certificate in lieu of the original. Such replacement certificate shall be clearly endorsed "Issued in replacement of certificate numbered: (number)".
- (d) Where a share certificate is worn out or defaced, upon its production to the Company, the Directors may order it to be cancelled and issue a replacement certificate in lieu thereof.
- (e) A fee may be charged for the issue of a replacement certificate in the amount determined by the Directors, provided that such fee does not exceed \$10.00.
- (f) A certificate for shares registered in the names of 2 or more persons may be delivered to any one or more of them.
- (g) Notwithstanding anything to the contrary in this Constitution, the Company shall not be required to issue a certificate for shares held by a member (whether upon the issue or transfer of the shares) and furthermore may cancel a certificate for shares held by a member without issuing a certificate in its place, in circumstances where the non issue of a certificate for shares is permitted by the Corporations Law and the Listing Rules.
- (h) Where the Company has determined not to issue share certificates or to cancel existing share certificates, a member shall have the right to receive such statements of the holdings of the member as are required to be distributed to a member under the Corporations Law or the Listing Rules.

4.7 Joint Holders

- (a) Where 2 or more persons are registered as the holders of a share, they shall be deemed to hold it as joint tenants with rights of survivorship, subject to the provisions of this Constitution as to joint shareholdings and the following provisions:

- (i) they and their respective legal personal representatives shall be deemed to be jointly and severally liable to pay all calls, interest or other amounts payable in respect of the share;
- (ii) subject to clause 4.7(a)(i), on the death of any one of them, the survivor or survivors shall be the only person or persons whom the Company shall recognise as having any title to the share, and for this purpose the Directors may require reasonable evidence of death; and
- (iii) any one of them may give effectual receipts for any dividend, interest or other amounts payable in respect of the share.

5 CALLS ON SHARES

5.1 Power to Make Calls

The Directors may, subject to any conditions of allotment, from time to time make such calls as they think fit upon the members in respect of any moneys unpaid on the shares held by them. A call shall be deemed to have been made when the resolution of the Directors authorising such call was passed and may be payable by instalments. Subject to the Listing Rules, a call may be revoked or postponed by the Directors as they think fit.

5.2 Notice of Call

- (a) Notice of a call shall be sent to members upon whom a call is made in accordance with the Listing Rules.
- (b) The accidental omission to give notice of any call to or the non-receipt of any such notice by any of the members shall not invalidate the call.

5.3 Interest on Calls

If a sum called in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment to the time of actual payment at such rate as the Directors may determine, but the Directors may in their discretion waive payment of such interest wholly or in part.

5.4 Deemed Call

Subject to any notice requirements under the Listing Rules, any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date shall for the purposes of this Constitution, be deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable, and, in the case of non-payment, all the relevant provisions of this Constitution as to payment of interest, expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

5.5 Differentiation between Calls

The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.

5.6 Payment in Advance of Calls

The Directors may accept from any member all or any part of the amount unpaid on a share although no part of that amount has been called up. The Directors may authorise payment by the Company of interest upon the whole or any part of an amount so accepted, until the amount becomes payable, at such rate as is determined by the Directors. No money received in advance of a call shall be received subject to repayment or shall be claimable by any member. The Directors may repay the whole or any part of money paid in advance of a call upon giving the member at least one month's notice.

6 LIEN ON SHARES

6.1 Lien

The Company shall have a first and paramount lien and charge upon all the shares (other than fully paid shares) registered in the name of each member (whether solely or jointly with others) for all unpaid calls or instalments due but unpaid in respect of such shares.

6.2 Other Lien

- (a) The Company shall also have a first and paramount lien upon all the shares (other than fully paid shares) registered in the name of each member (whether solely or jointly with others) for all moneys which the Company may be called upon by law to pay (and has paid) in respect of those shares together with interest thereon.
- (b) Any moneys so paid by the Company in respect of the shares may be recovered from such member or his legal personal representatives as a debt due by such member or his estate to the Company.
- (c) The Company shall be entitled to charge and recover interest at current bank overdraft rates on any moneys so paid by the Company until the moneys have been paid in full by such member or his legal personal representatives to the Company.

6.3 Lien Over Dividends

The Company's lien on a share shall extend to all dividends from time to time payable in respect of such share.

6.4 Enforcement of Lien

- (a) The Directors may sell shares subject to a lien for the purpose of enforcing the lien, without consent of the holder of the shares or any other person.
- (b) Shares on which the company has a lien cannot be sold unless:
 - (i) a sum in respect of which the lien exists is presently payable; and
 - (ii) the Company has, at least 14 days before the date of sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of death or bankruptcy of the registered holder notice in writing, setting out and demanding payment of that part of the amount in respect of which the lien exists as is presently payable.

- (c) The Company shall apply the net proceeds of any sale of shares under clause 6.4(a) in or towards satisfaction of that part of the amount in respect of which the lien exists as is presently payable, together with any interest on that amount and expenses paid or payable in connection with the enforcement of the lien and the sale of the shares.
- (d) The Company shall pay any balance of the net proceeds of sale to the person entitled to the shares at the date of sale.
- (e) Upon any sale of shares under this clause 6.4, the Directors may authorise a person to transfer the shares sold to the purchaser of those shares comprised in the transfer.
- (f) The purchaser is not bound to see to the application of the purchase money.
- (g) The title to the purchaser of the shares is not affected by any irregularity or invalidity in connection with the sale of shares under this clause 6.4.
- (h) The Company may do all such things as may be necessary or appropriate for it to do under the SCH Business Rules to protect any lien, charge or other right to which it may be entitled under any law or this Constitution.

6.5 Exemption

The Directors may at any time, exempt a share wholly or in part from the provisions of this clause 6.

7 FORFEITURE AND SURRENDER OF SHARES

7.1 Notice Regarding Forfeiture

- (a) If any member fails to pay any call or instalment of a call or any money payable under the terms of allotment of a share on or before the day appointed for payment thereof, the Directors may at any time thereafter while any part of the call or instalment or other moneys remains unpaid, serve a notice on him requiring payment of the same together with any interest that may have accrued thereon and any expenses that may have been incurred by the Company by reason of such non-payment.
- (b) The notice shall name a further day (not being less than 14 days or 10 Business Days, whichever is the greater, from the date of the notice) on or before which such call or instalment or other money and all interest and expenses that have accrued by reason of such non-payment, are to be paid and the place where the payment is to be made. The notice shall also state that in the event of non-payment of all of such moneys on or before the time and at the place appointed, the shares in respect of which such payment is due will be liable to be forfeited.

7.2 Forfeiture

- (a) If the requirements of a notice served under this clause 7 are not complied with, any share in respect of which the notice has been given, may at any time thereafter before payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.

- (b) Any share so forfeited shall be deemed to be the property of the Company and may be re-allotted, sold or otherwise disposed of in such manner and on such terms and conditions as the Directors think fit. The Directors may at any time before any share so forfeited shall have been re-allotted, sold or otherwise disposed of, annul the forfeiture thereof upon such terms and conditions as they think fit.
- (c) Any member whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall notwithstanding such forfeiture remain liable to pay to the Company all money (including accrued expenses) that, at the date of forfeiture, was payable by him to the Company in respect of such shares (including interest thereon from the date of forfeiture until payment of such monies in full, at such rate as the Directors determine, if the Directors think fit to enforce payment of interest), unless the holders of ordinary shares resolve otherwise. The liability of such member ceases if and when the Company receives payment in full of all the money (including accrued expenses and interest) so payable in respect of the shares.

7.3 Surrender of Shares

The Directors may accept the surrender of any fully paid share by way of compromise of any question as to the holder being properly registered in respect of that share. Any share so surrendered may be disposed of by the Directors in the same manner as a forfeited share.

7.4 Evidence of Ownership

- (a) In the event of the re-allotment, sale or disposal of a forfeited or surrendered share, a statutory declaration in writing declaring that the declarant making the statement is a director or secretary of the Company and that the share has been duly forfeited or surrendered in accordance with this Constitution, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.
- (b) Upon re-allotment, sale or disposal of a forfeited or surrendered share, the Directors may authorise a person to transfer the share in favour of the person to whom the share is re-allotted, sold or disposed of. The Directors may enter the name of the new allottee, transferee or purchaser in the register as the holder of the share re-allotted, sold or disposed of in accordance with this clause 7. Such new allottee, transferee or purchaser shall not be bound to see to the application of any money paid as consideration. The title of the new allottee, transferee or purchaser to the share shall not be affected by any irregularity or invalidity in connection with the forfeiture, surrender, re-allotment, sale or disposal of the share.

7.5 Deemed Forfeiture

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time as if that sum had been payable by virtue of a call duly made and notified.

7.6 Cancellation of Forfeited Shares

Subject to this Listing Rules, the Company may by ordinary resolution cancel any shares forfeited under this clause 7.

8 TRANSFER OF SHARES

8.1 Transfers

(a) Participation in Computerised or Electronic Systems

The Directors may do anything they consider necessary or desirable and which is permitted under the Corporations Law and the Listing Rules to facilitate the participation by the Company in any computerised or electronic system established or recognised by the Corporations Law or the Listing Rules for the purposes of facilitating dealings in shares or securities.

(b) Form of Transfers

(i) Subject to this Constitution, a member may transfer all or any of the member's shares by:

(A) any computerised or electronic system established or recognised by the Listing Rules or the Corporations Law for the purpose of facilitating dealings in shares, including a transfer that may be effected pursuant to the SCH Business Rules or other electronic transfer process; or

(B) an instrument in writing in any usual or common form or in any other form that the Directors approve.

(ii) Except in the case of a Proper SCH Transfer, the transferor remains the holder of the shares and the member of the Company in respect of those shares until the name of the transferee is entered in the register.

(iii) In the case of a Market Transfer the Company must comply with such obligations as may be imposed on it by the Listing Rules and the SCH Business Rules and any applicable legislation (including stamp duty legislation) in connection with any transfer of shares.

(iv) Restricted Securities cannot be disposed of during the escrow period in relation to the securities except as permitted by the Listing Rules or ASX.

(c) Registration Procedure

Where an instrument of transfer referred to in clause 8.1(b) is to be used by a member to transfer shares, the following provisions apply:

(i) The instrument of transfer must be executed by or on behalf of both the transferor and the transferee unless it is a sufficient transfer of marketable securities within the meaning of the Corporations Law.

(ii) The stamped instrument of transfer shall be left at the share registry of the Company for registration accompanied by the certificate for the

shares to be transferred (if any) and such other evidence as the Directors may require to prove the title of the transferor and his right to transfer the shares.

- (iii) A fee shall not be charged on the registration of a transfer of shares or other securities.
- (iv) On registration of a transfer of shares, the Company must cancel the old certificate (if any).

(d) **Transfers and Certificates**

Shares shall be transferred and, subject to clause 4.6(g), share certificates relating thereto shall be issued and delivered in accordance with:

- (i) the Corporations Law; and
- (ii) the Listing Rules if the Company is a Listed Company.

(e) **Power to Refuse to Register**

- (i) The Directors may only refuse to register any transfer of shares where:
 - (A) the Listing Rules permit the Company to do so; or
 - (B) the Listing Rules require the Company to do so;
 and shall refuse to acknowledge a disposal (including registering any transfer) of Restricted Securities during the escrow period in relation to such Restricted Securities except as permitted by Listing Rules or ASX.
- (ii) Where the Directors refuse to register a transfer, they shall send notice of the refusal and the reason for refusal to the lodging party in accordance with the Listing Rules.

(f) **Non-interference with Registration**

Notwithstanding any other provision contained in this Constitution, but subject to the Listing Rules, the Company may not prevent, delay or interfere with the generation of a Proper SCH Transfer or the registration of a paper-based transfer of shares in registrable form.

8.2 Approval Required for Partial Takeover Scheme

- (a) In this clause the following words shall have these meanings:

“Eligible Shareholders” means those persons described in clause 8.2(c).

“Meeting” means a meeting of the Eligible Shareholders convened and conducted by the Company.

“Offeror” means the person making the offer pursuant to the Takeover Scheme.

“Postal Ballot” means a postal ballot conducted by the Company in accordance with clause 8.2(g).

"Prescribed Resolution" means a resolution to approve a Takeover Scheme in accordance with the provisions of this clause.

"Relevant Day" means the day that is 14 days before the end of the period during which the offers under the Takeover Scheme remain open.

"Shares" means shares included in the class of shares the subject of the Takeover Scheme.

"Takeover Scheme" means a takeover scheme in accordance with section 618(1)(b) of the Corporations Law.

A reference to "a person associated with" another person has the meaning given to that expression by sections 10, 11, 12, 15 and 16 of the Corporations Law.

- (b) Subject to the Listing Rules and the SCH Business Rules, the registration of a transfer giving effect to a contract resulting from the acceptance of an offer made under the Takeover Scheme is prohibited unless and until the Prescribed Resolution is passed, notwithstanding any reservation of shares made pursuant to the Listing Rules. The Directors shall ensure that the Prescribed Resolution is voted on before the Relevant Day.
- (c) The persons entitled to vote on the Prescribed Resolution shall be those persons (other than the Offeror or a person associated with the Offeror) who, as at the end of the day on which the first offer under the Takeover Scheme was made, held Shares. On a Prescribed Resolution, Eligible Shareholders shall be entitled to one vote for each Share held.
- (d) The Prescribed Resolution shall be voted on in either of the following ways as determined by the Directors:
 - (i) at a Meeting; or
 - (ii) by means of a Postal Ballot.
- (e) The Prescribed Resolution shall be taken to have been passed if the proportion that the number of votes in favour of the Prescribed Resolution bears to the total number of votes on the Prescribed Resolution is greater than one-half and otherwise shall be taken to have been rejected.
- (f) If the Directors determine that the Prescribed Resolution shall be voted on at a Meeting, then the provisions of this Constitution that apply to a general meeting of the Company shall, with such modifications as the circumstances require, apply to the Meeting.
- (g) If the Directors determine that the Prescribed Resolution shall be voted on by means of Postal Ballot:
 - (i) The Directors shall despatch to the Eligible Shareholders:
 - (A) a notice proposing the Prescribed Resolution;
 - (B) a ballot paper for the purpose of voting on the Prescribed Resolution;

- (C) a statement setting out details of the Takeover Scheme; and
 - (D) a memorandum explaining the postal ballot procedure which is to govern voting in respect of the Prescribed Resolution.
- (ii) A vote recorded on a ballot paper shall not be counted, for the purposes of determining whether or not the Prescribed Resolution is passed, unless the ballot paper is:
- (A) correctly completed and signed under the hand of the Eligible Shareholder or of his attorney duly authorised in writing or if the Eligible Shareholder is a body corporate in a manner set out in sections 127(1) or (2) of the Corporations Law, or under the hand of its attorney so authorised; and
 - (B) received at the registered office of the Company on or before 5.00 pm on the date specified for its return in the notice proposing the Prescribed Resolution such date to be not less than 18 days before the end of the period during which offers under the Takeover Scheme remain open.
- (iii) On the Business Day following the date specified for the return of ballot papers in the notice proposing the Prescribed Resolution, the Directors shall count the ballot papers returned and determine whether the Prescribed Resolution has been passed or rejected and shall forthwith upon completion of counting disclose the results of the ballot and the Prescribed Resolution shall accordingly be deemed to have been voted on upon the date of such declaration.
- (h) Where a Prescribed Resolution is voted on before the Relevant Day the Company shall, on or before the Relevant Day:
- (i) give to the Offeror; and
 - (ii) serve on each notifiable securities exchange,
- a notice in writing stating that the Prescribed Resolution has been so voted on and that the resolution has been passed, or has been rejected, as the case requires.
- (i) Where, as at the end of the day prior to the Relevant Day no resolution to approve the Takeover Scheme has been voted on, a Prescribed Resolution shall be deemed to have been passed in accordance with this clause.
- (j) Where a Prescribed Resolution is voted on prior to the Relevant Day and is rejected:
- (i) Notwithstanding section 652A of the Corporations Law, all offers under the Takeover Scheme that have not, as at the end of the Relevant Day, been accepted or have been accepted and from whose acceptance binding contracts have not resulted, shall be deemed to be withdrawn at the end of the Relevant Day;

- (ii) The Offeror shall, forthwith after the end of the Relevant Day, return to each person who has accepted any of the offers any documents that were sent by the person to the Offeror with the acceptance of the offer;
 - (iii) The Offeror is entitled to rescind, and shall, forthwith after the end of the Relevant Day, rescind, each contract resulting from the acceptance of an offer made under the Takeover Scheme; and
 - (iv) A person who has accepted an offer made under the Takeover Scheme is entitled to rescind the contract (if any) resulting from that acceptance.
- (k) This clause shall cease to have effect on the third anniversary of the date of adoption of this clause unless it is sooner omitted by amendment to this Constitution or renewed in the manner provided by section 648G of the Corporations Law.

9 TRANSMISSION OF SHARES

9.1 Death or Bankruptcy

A person becoming entitled to a share in consequence of the death or bankruptcy of a member or a vesting order may, upon producing such evidence as is properly required by the Directors to establish such entitlement, be registered himself as the holder of the share.

9.2 Estates

A person lawfully administering the estate of a member under the provisions of a law relating to mental health or the administration of the estates of patients or infirm persons may, upon producing such evidence as is properly required by the Directors in that regard, either be registered himself as the holder of the share or subject to the provisions of this Constitution as to transfers, transfer the share to some other person nominated by him.

9.3 Effect of Death, Bankruptcy or Infirmary

Subject to clauses 12.1(e), 17.3(e) and 20.6, a person entitled to be registered as the holder of a share or to transfer the share to some other person under clauses 9.1 or 9.2, shall be entitled to the same dividends and other advantages and to the same rights (whether in relation to meetings of the Company or to voting or otherwise) as the registered holder would have been entitled to if the events mentioned in clauses 9.1 or 9.2 had not occurred.

10 SHARE CAPITAL

10.1 Alteration of Capital

The Company in general meeting may alter its share capital in any manner permitted by the Corporations Law.

10.2 Rights of New Shares

Unless otherwise provided by this Constitution or the terms of issue, new shares issued by the Company shall be deemed to be part of the original capital and shall rank equally with and carry the same rights as the existing shares and shall be subject to the provisions of this Constitution.

10.3 Reduction of Capital

Subject to the Corporations Law and the Listing Rules, the Company may by special resolution reduce its share capital in any way.

10.4 Share buy-backs

Subject to the Listing Rules, the Company may buy back its own shares in any manner permitted by the Listing Rules.

11 GENERAL MEETINGS

11.1 Convening and Notice of General Meetings

- (a) The Company shall, in addition to any other meeting held by the Company, hold a general meeting, to be called the annual general meeting, in accordance with the provisions of the Corporations Law.
- (b) A general meeting shall be convened on such requisition as is provided for by section 249D of the Corporations Law.
- (c) Members with at least 5% of the votes that may be cast at a general meeting of the Company may call, and arrange to hold, a general meeting. The members calling the meeting must pay the expenses of calling and holding the meeting.
- (d) The Directors or a Director may convene a general meeting of the Company or a meeting of any class of members of the Company.
- (e) Unless the provisions of the Corporations Law allow a shorter period of notice, at least 28 days' notice shall be given in writing to the Company's auditor, each Director and to each member entitled to vote at general meetings or a meeting of a class of members of the Company, as the case may be.
- (f) A notice convening a meeting of the Company or of any class of members shall:
 - (i) set out the place, date and time of the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);
 - (ii) set out the general nature of the meeting's business;
 - (iii) if a special resolution is to be proposed at the meeting – set out an intention to propose the special resolution and state the resolution; and
 - (iv) contain a statement setting out the following information:
 - (A) that the member has a right to appoint a proxy;
 - (B) that the proxy need not be a member of the Company;
 - (C) that a member who is entitled to cast 2 or more votes may appoint 2 proxies and may specify the proportion or number of votes each proxy is appointed to exercise;

- (D) a place and a fax number for the purpose of receipt of proxy appointments.

A notice of general meeting shall be accompanied by a form of proxy in a form substantially in accordance with this Constitution. The form of proxy shall be blank in respect of the person primarily to be appointed as proxy.

- (g) Except in the case of a meeting convened pursuant to section 249D of the Corporations Law, the Directors may, by notice in writing to the members, postpone any meeting convened by the Directors which has been convened to a date specified in such notice, or may cancel the holding of such a meeting.
- (h) The accidental omission to give notice of any general meeting to or the non-receipt of any such notice by any person entitled to be so notified, shall not invalidate the meeting or any resolution passed at that meeting.

11.2 Proceedings at General Meetings

(a) Business and Quorum

- (i) The business of an annual general meeting is to receive and consider the profit and loss account, the balance sheet and the reports of the Directors and the auditor of the Company, to elect Directors in the place of those retiring, to declare dividends, to fix the fees of the Directors and to transact any other business which under this Constitution or by law ought to be transacted at an annual general meeting. All other business transacted at an annual general meeting and all business transacted at any other general meeting shall be deemed special. No special business shall be transacted at any general meeting except as has been specified in the notice convening it.
- (ii) The number of members whose presence is necessary to constitute a quorum at any general meeting of the Company is 3 members present in person.
- (iii) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- (iv) If a quorum is not present within 15 minutes after the time appointed for a meeting or such longer period as the Chairman of the meeting may allow, the meeting:
- (A) if convened upon requisition of members or by members shall be dissolved;
- (B) in any other case, shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors determine.
- (v) If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the adjourned meeting, those present shall constitute a quorum.

- (vi) The Chairman's ruling on all matters relating to the order of business, procedure and conduct of a general meeting shall be final and no motion of dissent from such a ruling shall be accepted.

(b) **Chairman**

The Chairman of Directors shall preside at every general meeting of the Company but where he is not present within 15 minutes after the time appointed for a meeting or is unwilling to act or has signified that he will not be present or willing to act, the following shall preside as Chairman of the meeting, in the following order of entitlement - the Deputy Chairman; the only Director present; a Director chosen by a majority of the members present; a member present in person or by proxy, attorney or representative chosen by a majority of the members present in person or by proxy, attorney or representative.

(c) **Demand For a Poll**

- (i) Every question submitted to a meeting shall be decided by a show of hands by the members who are present in person or by proxy, attorney or representative unless, before the show of hands, or before or immediately after the declaration of the result of the show of hands, a poll is demanded by:
- (A) the Chairman of the meeting;
 - (B) not less than 5 members present in person or by proxy, attorney or representative and having the right to vote at the meeting; or
 - (C) a member or members present in person or by proxy, attorney or representative representing not less than 5% of the total voting rights of all members having the right to vote on the resolution.
- (ii) Unless a poll is so demanded, a declaration by the Chairman of the meeting that the resolution has been carried or carried unanimously or without dissent or by a particular majority or lost and an entry to that effect in the minutes of the meeting shall be conclusive evidence of its contents and it shall not be necessary to prove the number or proportion of votes cast in favour of or against the resolution.
- (iii) Where a poll is duly demanded, it shall be taken in such manner and at such time and place and at once or after an interval or adjournment or otherwise as the Chairman of the meeting directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- (iv) A poll shall not be demanded on the election of a Chairman of a meeting or on the question of adjournment of a meeting. A demand for a poll does not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.
- (v) The demand for a poll may be withdrawn.

(d) **Adjournment**

- (i) The Chairman of a meeting may with the consent of the meeting, adjourn the meeting from time to time and place to place but the only business that may be transacted at an adjourned meeting is the business left unfinished at the meeting from which the adjournment took place.
- (ii) Where a meeting is adjourned for more than 21 days, at least 3 Business Days' notice of the adjourned meeting shall be given as in the case of an original meeting.
- (iii) Except as provided in clause 11.2(d)(ii), it is not necessary to give any notice of any adjournment of or the business to be transacted at an adjourned meeting.

(e) **Closure**

After the Chairman of a meeting declares the meeting to be over, no business or question shall be brought forward, discussed or decided.

12 VOTES OF MEMBERS**12.1 Right to Vote**

- (a) An entitlement to receive notice of general meetings of the Company shall confer on members the right to attend thereat.
- (b) Subject to any rights or restrictions attached to or affecting any class of shares and, if the Company is a Listed Company, to the requirements of the Listing Rules, on a show of hands each person present as a member, proxy, attorney or representative has one vote and on a poll each member present in person or by proxy, attorney or representative has:
 - (i) one vote for each fully paid share held by him; and
 - (ii) in respect of each partly paid share held by him, a fraction of a vote equivalent to the proportion which the amount paid (not credited) is of the total amounts paid and payable (excluding amounts credited). Amounts paid in advance of a call shall be ignored when calculating the proportion.
- (c) In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, attorney or representative, shall be accepted to the exclusion of the votes of other joint holders and for this purpose, seniority shall be determined by the order in which the names stand in the register, but the other or others of the joint holders are entitled to be present at general meetings. Several legal personal representatives of a deceased member in whose sole name a share stands shall for the purposes of this clause 12.1(c) be deemed joint holders of the share.
- (d) Where two proxies have been appointed by a member, the proxy first mentioned in the instrument appointing the proxy shall have the right to vote on a show of hands.

- (e) A person entitled under clause 9 to transfer a share may vote at a meeting or adjourned meeting or on a poll in respect of that share as if he were the registered holder of it if:
- (i) the Directors have previously admitted his right to vote at that meeting or adjourned meeting or on that poll in respect of the share; or
 - (ii) he satisfies the Directors of his right to a transfer of the share not less than 2 clear Business Days before the time appointed for the meeting, adjourned meeting or poll at or on which he proposes to vote in respect of the share.
- (f) Objection shall not be raised to the right of a person to attend or vote at a meeting or adjourned meeting or to vote on a poll except at that meeting or adjourned meeting or when that poll is taken and every vote not disallowed at the meeting or adjourned meeting or when the poll is taken shall be deemed valid for all purposes. In the case of a dispute as to the admission or rejection of a vote, the Chairman of the meeting shall decide the matter and his decision shall be final and conclusive.
- (g) A member is entitled to attend but not to vote at a general meeting if any calls which are due and payable in respect of shares held by the member in the Company have not been paid.
- (h) During a breach of the Listing Rules relating to Restricted Securities, or a breach of a restriction agreement relating to the Restricted Securities, the holder of the Restricted Securities shall not be entitled to any voting rights in respect of the Restricted Securities.

12.2 Proxies and Attorneys

- (a) A member entitled to attend and vote at a meeting of the Company or of any class of members of the Company is entitled to appoint another person (whether a member or not) as his proxy to attend and vote in his stead at the meeting and a proxy has the same right as the member to speak at the meeting. If the member is entitled to cast 2 or more votes at the meeting, he may appoint 2 proxies.
- (b) Where a member appoints 2 proxies, the appointment may specify the proportion or number of votes each proxy may exercise. If the appointment does not do so, each proxy may exercise half of the votes.
- (c) An instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a body corporate under its common or official seal or the hand of a director, manager or secretary or its attorney duly authorised in writing.
- (d) An instrument appointing a proxy shall be in or to the effect of the following form or in any other form acceptable to the Directors generally or in a particular case:

QUEENSLAND GAS COMPANY LIMITED ACN 089 642 553

FORM OF PROXY

Part A: First or Sole Proxy

I/We.....

of.....

being a member or members of QUEENSLAND GAS COMPANY LIMITED, hereby appoint as my proxy to vote on my behalf at the *annual general meeting/general meeting of the Company to be held on the day of and at any adjournment thereof of or failing him, the Chairman of the meeting.

Part B: Second Proxy (if any)

and of

or failing him, the Chairman of the meeting.

My first proxy is appointed to represent% of my voting rights.

My second proxy is appointed to represent% of my voting rights.

If this proxy is signed under power of attorney, the signatory declares that he has had no notice of revocation thereof.

DATED this day of

Signature(s)

Signed by in accordance with its Constitution and in the presence of:

Witness * delete as appropriate.

Part C: Item of Business

For Against

.....

Notes:

1. If a member elects to appoint a single proxy representing the whole of his voting rights, Part A should be completed, Part B should be struck out or left blank and the form signed.
 2. If a member elects to appoint 2 proxies, Parts A and B should be completed. The proportion of the member's voting rights allotted to each proxy may be inserted in the spaces provided and the form should be signed.
 3. If a member wishes to direct the proxy or proxies how to vote, "x" should be inserted in the appropriate box in Part C. Otherwise, the proxy may vote if and as he chooses.
- (e) An instrument appointing a proxy:
- (i) shall be deemed to confer authority to demand or join in demanding a poll; and
 - (ii) may specify the manner in which the proxy is to vote in respect of a particular resolution and where the instrument of proxy so provides, the proxy is not entitled to vote on the resolution except as specified in the instrument.
- (f) A member may:
- (i) by power of attorney duly executed in the presence of at least one witness and (if necessary) duly stamped, appoint an attorney (whether a member or not) to act on his behalf at all or any meetings of the Company or of any class of members;
 - (ii) if it is a body corporate, appoint a representative (whether a member or not) to act on its behalf at all or any meetings of the Company or of any class of members.
- (g) Subject to the Corporations Law, in order to be effective, an instrument appointing a proxy and any power of attorney or other authority under which the instrument of proxy is executed (or a copy of the power or the authority notarially certified) together with such evidence of due stamping, execution and non-revocation of it as the Directors may require, must be deposited at or forwarded by facsimile transmission to the registered office of the Company or such other place, facsimile number or electronic address as is specified by the Company in the notice of meeting or instrument of proxy, not less than 48 hours before the time appointed for the meeting or adjourned meeting, or in the case of a poll, not less than 24 hours before the time appointed for the taking of a poll, at which the appointee proposes to attend and vote.
- (h) A vote cast by a proxy, attorney or representative is valid notwithstanding the previous revocation of his authority by the death or unsoundness of mind of his principal or otherwise and notwithstanding the transfer of the shares in respect of which the vote is cast, unless an intimation in writing of the revocation or transfer has been received by the Company at the registered office before commencement of the meeting or adjourned meeting or poll at which the instrument, authority or certificate is to be used or the power is to be exercised.

13 DIRECTORS

13.1 Appointment of Directors

- (a) Unless otherwise determined by the Company in general meeting, the number of Directors shall be not less than 3 nor more than 8.
- (b) Each Director shall be a natural person.
- (c) A Director (including an alternate Director) is not required to hold any shares in the capital of the Company.
- (d) A person (other than a retiring Director or a person appointed in accordance with clause 13.1(f)) is not eligible to be elected as a Director at a general meeting, unless a member intending to propose him, has at least 30 Business Days before the meeting left at the registered office of the Company, a notice in writing duly signed by nominee, giving his consent to the nomination and signifying his candidature for the office or signed by the member giving notice of intention to propose him. Any nomination must be seconded by a member of the Company.
- (e) Notice of each candidature shall at least 7 days prior to the meeting at which the election is to take place, be given to all members.
- (f) The Directors may at any time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors but so that the total number of Directors shall not at any time exceed the number determined in accordance with this Constitution.
- (g) Any Director appointed in accordance with clause 13.1(f) shall (unless in the meantime he has been appointed a managing Director) hold office only until the next following annual general meeting and shall then be eligible for re-election.

13.2 Remuneration and Expenses

- (a) Subject to clause 13.2(b), the Directors shall be paid by way of fees for their services as Directors out of the funds of the Company:
 - (i) such rate per annum as the Company in general meeting determines; or
 - (ii) such aggregate sum not exceeding the maximum sum as the Company in general meeting determines, to be divided among them in such proportion and manner as they agree or in default of agreement, equally,

PROVIDED that this clause 13.2(a) shall not have application to the determination of remuneration payable from time to time to managing Directors or other executive Directors.

- (b) The non-executive Directors' fees for their services as Directors determined in accordance with clause 13.2(a), shall be by fixed sum and not a commission on or percentage of profits or operating revenue.
- (c) All Directors' fees shall accrue on a day to day basis and be apportionable accordingly.

- (d) The total amount of Directors' fees shall not be increased except with the prior approval of the Company in general meeting where particulars of the amount of the proposed increase and the new maximum sum that may be paid to the Directors as a whole have been given to the members in the notice convening the meeting.
- (e) Where a Director (other than a managing Director or executive Director) being willing renders or is called upon to perform extra services or to make any special exertions in going or residing outside the State or otherwise for the Company, the Directors may arrange with that Director, a special fee or remuneration by payment of a stated sum of money determined by the Directors and that special fee or remuneration may be either in addition to or in substitution for his fees or remuneration or his share in the fees or remuneration provided for in this Constitution.
- (f) A Director shall, in addition to his fees or remuneration or his share in the fees or remuneration provided for in this Constitution, be reimbursed out of the funds of the Company, such reasonable travelling, accommodation and other expenses as he may incur when travelling to or from and attending meetings of the Directors or a committee of Directors or when otherwise engaged on the business of the Company.
- (g) In addition to any other fees or remuneration otherwise provided by this Constitution, on or after a Director ceases to hold office by reason of retirement, death or otherwise, the Directors shall have the power to pay him, or in the case of his death, his widow, dependants or legal personal representatives, such sum as the Directors shall think fit, but in any event, not exceeding the sum permitted by or approved in accordance with the Corporations Law, and such sum may be in the form of a lump sum or be paid by instalments.

13.3 Vacation of Office and Conflict of Interest

- (a) In addition to the circumstances in which the office of a Director becomes vacant by virtue of the Corporations Law, the office of a Director becomes vacant if he:
 - (i) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (ii) resigns his office by notice in writing to the Company or refuses to act;
 - (iii) ceases to hold office as an executive of the Company (in the case of an executive Director); or
 - (iv) is absent from the meetings of the Directors for a continuous period of 6 calendar months without special leave of absence from the Directors and the Directors resolve that his office shall be vacated, but attendance by his alternate shall be deemed to be attendance by him for the purposes of this clause 13.3(a)(iv).
- (b) A Director (including an alternate Director) in his capacity as such, shall not vote in respect of any contract or arrangement or proposed contract or arrangement in which he has, directly or indirectly, a material personal interest and shall not be present while the matter is being considered at a meeting of Directors unless permitted to do so in accordance with the Corporations Law and the Listing Rules.

The provisions of section 195 of the Corporations Law shall apply in the case of any such material personal interest.

- (c) A Director may, notwithstanding his office as such and the fiduciary relationship established by that office:
- (i) hold any other office or place of profit (except that of auditor of the Company) in the Company or in any body corporate in which the Company is a member or otherwise interested, provided however that a Director shall not without the approval of the Directors hold the office of a director of any other company which in the opinion of the Directors is for the time being in active competition with the Company;
 - (ii) enter into a contract or arrangement with the Company as vendor, purchaser, underwriter or otherwise and may participate in any association, institution, fund, trust, scheme or convenience for past or present employees or Directors of the Company; and
 - (iii) subject to clause 13.3(a), retain for his own benefit, any profit arising from any such other office or place of profit, or from any such contract or arrangement and any remuneration, pension, allowance, commission or other benefit received in relation to such office or place of profit or received by reason of participation in any such association, institution, fund, trust, scheme or convenience.
- (d) Any contract or arrangement entered into by or on behalf of the Company is not void or voidable by reason only that a Director is in any way directly or indirectly interested in it.

13.4 Rotation of Directors

- (a)
 - (i) An election of directors shall take place each year. A Director (other than the managing Director) shall not retain office for a period in excess of 3 years or beyond the third annual general meeting following his election (whichever is the longer period) without submitting himself for re-election.
 - (ii) Subject to paragraph (i) and clause 13.4(d) at the annual general meeting in each year, one-third of the Directors in office or if their number is not a multiple of 3, the number nearest to one-third, shall retire from office.
- (b) A retiring Director may act until the conclusion of the meeting at which he retires and is eligible for re-election.
- (c) The Directors to retire by rotation at each annual general meeting are those who have been longest in office since their election, but as between Directors who have been in office an equal length of time, those to retire shall, in default of agreement between them, be determined by lot in any manner determined by the Chairman of Directors or if he is not able and/or willing to act, by the Deputy Chairman.
- (d) For the purpose of ascertaining the number and identity of the Directors to retire by rotation, neither a managing Director, a Director appointed by the Directors to fill a casual vacancy or as an addition to the existing Directors, nor a Director

whose office has become vacant pursuant to section 201C of the Corporations Law shall be taken into account.

13.5 Powers of Directors

- (a) Subject to the Corporations Law, the management of the business of the Company is vested in the Directors and they may exercise all such powers of the Company and do all such acts and things as the Company is by this Constitution or otherwise authorised to exercise and do.
- (b) Without limiting the generality of clause 13.5(a), the Directors may exercise all powers of the Company to borrow or raise or secure the payment or repayment of any sum or sums of money, to charge, mortgage or otherwise encumber any or all of the undertakings, property, assets or business of the Company (both present or future whatsoever and wheresoever situate) or all or any of its uncalled capital and to issue notes, bonds, debentures or any other securities whatsoever or give any other security or guarantee for any debt, liability or obligation of the Company or of any other person, in each case in such manner and on such terms and conditions as the Directors in their absolute discretion think fit.
- (c) Subject to section 199A of the Corporations Law, where a Director or other officer of the Company becomes personally liable for the payment of a sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or other security over the whole or any part of the Company's undertakings, property or assets (present or future) including its uncalled capital, by way of indemnity to secure him against any loss in respect of that liability.

13.6 Proceedings of Directors

- (a) **Regulation and Notice of Meetings**
 - (i) The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit.
 - (ii) Without limiting the generality of clause 13.6(a)(i), a Directors meeting may be called or held using any technology consented to by all Directors. The consent may be a standing one. A Director may only withdraw their consent within a reasonable period before the meeting. Each of the Directors taking part in such conference must be able to hear each of the other Directors taking part during the meeting. The provisions of this Constitution relating to proceedings of Directors shall apply so far as they are capable of application (*mutatis mutandis*) to such conferences.
 - (iii) A Director may, and the Secretary shall upon the request of a Director, convene a meeting of the Directors.
 - (iv) Notice of meetings of Directors shall be given to each Director by delivering or posting the notice or by sending the notice by communication service to the last address or communication service number (as the case may be) within Australia provided by the Director for the purposes of this clause 13.6(a).

- (v) If any of the Directors consider that a meeting of the Directors is required upon short notice for consideration of urgent business, notice of such meeting and of the general nature of the business for discussion at it may be given by telephone or communication service to each Director at his last telephone number within Australia provided by the Director for the purposes of this clause 13.6(a).
- (vi) Notice of meetings of Directors may be given to each Director at his last address or communication service or telephone number outside Australia provided by the Director for the purposes of this clause 13.6(a) **PROVIDED HOWEVER** that the Director or Secretary convening the meeting of Directors is not in any way obliged to give notice of the meeting to a Director at such an address or communication service or telephone number outside Australia.
- (vii) For the purposes of this clause 13.6(a), "communication service" means any facsimile, telex, electronic post service or other electronic means of written communication.
- (viii) Neither the accidental omission to give notice, the non-receipt of notice nor the non-availability of a Director to receive notice shall invalidate any meeting of Directors to which the notice relates.
- (ix) Unless otherwise determined by the Directors, 2 Directors shall constitute a quorum at a meeting of Directors.

(b) **Chairman**

- (i) The Directors may elect a Chairman and Deputy Chairman and may determine the periods during which they are to hold office respectively.
- (ii) The Chairman or Deputy Chairman may be removed by a resolution of the Directors of which not less than 14 days' notice has been given to all the Directors.
- (iii) The Chairman of Directors or in his absence the Deputy Chairman, shall preside at meetings of the Directors but if at the time of any meeting, no such Chairman or Deputy Chairman has been elected and is in office or if at any meeting, no such Chairman or Deputy Chairman is present within fifteen minutes of the time appointed for holding such meeting, the Directors present shall choose one of their number to be chairman of that meeting.

(c) **Determination of Questions**

- (i) Subject to this Constitution, questions arising at a meeting of the Directors shall be decided by a majority of votes of the Directors present and competent to vote on them and any such decision shall for all purposes, be deemed to be a decision of the Directors.
- (ii) In the case of an equality of votes, the Chairman of the meeting has a casting vote, in addition to his deliberative vote, unless only 2 Directors are present or are competent to vote on the question at issue, in either of which cases, the Chairman shall not have a casting vote.

(d) Delegation of Powers

- (i) The Directors may delegate any of their powers to committees consisting of such Director or Directors as they think fit and may at any time revoke that delegation.
- (ii) A committee to which any powers have been delegated shall exercise the powers delegated in accordance with any directions of the Directors.
- (iii) Subject to clause 13.6(d)(ii), the meetings and proceedings of a committee consisting of 3 or more Directors shall be governed by the provisions of this Constitution as to the meetings and proceedings of the Directors so far as they are capable of application (*mutatis mutandis*) to meetings and proceedings of committees.

(e) Signed Document Passing Resolution

- (i) Subject to the provisions of the Corporations Law, a resolution in writing signed by all the Directors or all the members of a committee of Directors who are entitled to vote on the resolution and who are for the time being present within Australia (but if any Director is absent from Australia, signed by his alternate Director, if he has an alternate Director present within Australia) is as valid and effectual as if it had been passed at a meeting of the Directors or committee duly called and constituted and may consist of several documents in like form each signed by one or more of the Directors or the members of a committee, as the case may be, and where the document is so signed, the document shall be deemed to constitute a minute of that meeting.
- (ii) The meeting referred to in clause 13.6(e)(i) shall be deemed to be held on the day on which the document was signed and at the time at which the document was last signed or if the Directors or the members of a committee signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director or a member of a committee, as the case may be.
- (iii) For the purposes of this clause 13.6(e), an electronically transmitted facsimile copy of a document, the original of which in the opinion of the Secretary has been apparently signed by a Director or a member of a committee, shall be deemed to be a document signed by such Director or member.
- (iv) A reference in clause 13.6(e)(i) to all Directors or all members of a committee of Directors does not include a reference to a Director or a member who, at a meeting of Directors or a committee of Directors, would not be competent to vote on the resolution or a reference to an alternate Director whose appointor has signed the document referred to in clause 13.6(e)(i).

(f) Defect in Appointment

All acts of the Directors, a committee of Directors or a member of a committee or a person acting as a Director or committee or member of a committee, are valid notwithstanding that it is afterwards discovered that there was some defect in the

appointment, election or qualification of them or any of them or that they or any of them were disqualified or had vacated office.

(g) **Vacancy in Office**

In the event of a vacancy in the office of a Director, the remaining Director or Directors may act, but if the number of remaining Director or Directors is not sufficient to constitute a quorum at a meeting of Directors, the remaining Director or Directors may act only for the purpose of increasing the number of Directors to that number or of convening a general meeting of the Company but not for any other purpose.

13.7 Managing Director

- (a) The Directors may appoint one of their number to be a managing Director of the Company for such period and on such terms and conditions as they think fit and, subject to the terms of any agreement entered into between the Company and him, may revoke any such appointment.
- (b) A managing Director while he continues to hold that office is not subject to retirement by rotation nor to be taken into account in determining the rotation of Directors, but subject to the terms of any agreement between the Company and him, he is subject to the same provisions as to resignation and removal as the other Directors of the Company.
- (c) The managing Director's appointment automatically ceases if he ceases for any reason to be a Director.
- (d) Notwithstanding clauses 13.2(a) and 13.2(b), the remuneration of an executive Director (including a managing Director) shall, subject to the terms of any agreement between the Company and him, be determined by the Directors in such manner and on such terms and conditions as they think fit (whether by way of salary, bonus, commission or participation in profits or a combination of all or any of such ways) but shall not be by way of commission on or percentage of operating revenue.
- (e) The Directors may confer upon a managing Director for the time being, such of the powers conferred on and exercisable by the Directors on such terms and conditions and with such restrictions as they think fit. Any of those powers may be conferred collaterally with or to the exclusion of or in substitution for such powers of the Directors and may be revoked, withdrawn or varied at any time by the Directors.

13.8 Alternate Directors

- (a) Subject to the provisions of the Corporations Law, a Director may by writing under his hand, appoint a person (whether a member of the Company or not and whether a Director in his own right or not) approved by a majority of the other Directors, to act as an alternate Director in his place on such terms and conditions and for such period as he thinks fit.
- (b) An alternate Director:

- (i) may at any time be removed or suspended from office by writing under the hand of the Director by whom he was appointed, notwithstanding that the period of the appointment of the alternate Director has not expired;
 - (ii) subject to this Constitution, is entitled to receive notice of meetings of the Directors and to attend and vote at them if the Director by whom he was appointed is not present thereat and where he is also a Director in his own right, to have a separate vote on behalf of the Director he is representing in addition to his own vote;
 - (iii) may exercise all the powers reposed in the appointor (subject to any conditions or restrictions imposed in that regard by the appointor) but shall not have the power to appoint an alternate Director;
 - (iv) subject to clause 13.8(c), automatically ceases to be an alternate Director if the Director by whom he was appointed ceases to be a Director;
 - (v) whilst acting as a Director, is responsible to the Company for his own acts and defaults and the Director by whom he was appointed is not responsible for such act or default;
 - (vi) is not entitled to receive any fees or remuneration from the Company as a Director except for any special services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, but shall be entitled to be reimbursed out of the funds of the Company for all reasonable travelling, accommodation and other expenses incurred by him in travelling to or from and attending meetings of the Directors or a committee of Directors or when otherwise engaged on the business of the Company; and
 - (vii) shall not be taken into account separately from the Director by whom he was appointed in determining the rotation of Directors or the number of Directors, but subject to this, an alternate Director shall be counted in determining a quorum for the purposes of clause 13.6(a)(vi) except where the alternate Director is also a Director in his own right.
- (c) Where the Director by whom an alternate Director was appointed retires by rotation but is re-elected by the meeting at which he retires, the appointment of the alternate Director continues to operate after his re-election or deemed re-election as if the appointor had not so retired.

13.9 Associate Directors

- (a) The Directors may appoint a person (whether a member of the Company or not) to be an associate Director and may at any time remove a person so appointed.
- (b) The Directors may define and limit the duties, powers and remuneration of associate Directors, but the remuneration of an associate Director shall be by fixed sum and not by way of a commission on or percentage of operating profits or revenue.
- (c) An associate Director shall not have any right to attend or vote at meetings of Directors or a committee of Directors except by the invitation and with the consent of the Directors or a committee of Directors.

13.10 Local Management

- (a) The Directors may provide for the management and transaction of the affairs of the Company in a specified locality whether in Australia or abroad in such manner as they think fit.
- (b) Without limiting the generality of clause 13.10(a), the Directors may:
 - (i) establish local boards or agencies for managing any of the affairs of the Company in any such specified locality and may appoint persons (whether members of the Company or not) to be members of those local boards or to be managers or agents;
 - (ii) delegate to a person so appointed, any of the powers vested in the Directors and may authorise the members for the time being of any such local board or any of them to fill up vacancies and to act notwithstanding such vacancies.
- (c) Any such appointment or delegation by the Directors pursuant to clause 13.10 may be made on such terms and conditions as the Directors think fit and the Directors may remove a person so appointed and may cancel or vary any such delegation.

13.11 Appointment of Attorney

- (a) The Directors may by revocable or irrevocable power of attorney executed in a manner set out in sections 127(1) or (2) of the Corporations Law, appoint a person or persons (jointly or severally and whether a member or members of the Company or not) to be the attorney or attorneys of the Company for such purposes and with such powers (not exceeding those conferred on the Directors by this Constitution) and for such period and on such terms and conditions as the Directors think fit. The Directors may appoint local Directors or agents by communication service in cases of urgency to act for or on behalf of the Company.
- (b) Without limiting the generality of clause 13.11(a), any such appointment may be made in favour of the Directors or members of the Company or any of the members of a local board or in favour of a body corporate or of the members, directors, nominees or managers of a body corporate or firm or otherwise in favour of any fluctuating body of persons whether nominated directly or indirectly by the Directors.
- (c) Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers for the time being vested in him.

13.12 Minutes

- (a) The Directors shall in accordance with the Corporations Law, cause minutes of all proceedings of general meetings and of meetings of Directors to be entered, within one month after the relevant meeting is held, in books kept for that purpose.

- (b) Except in the case of documents that are deemed to be minutes by virtue of clause 13.6(e), those minutes shall be signed by the Chairman of the meeting at which the proceedings took place or by the Chairman of the next succeeding meeting.

14 SECRETARY

14.1 Appointment by Directors

The Directors shall appoint at least one Secretary of the Company and may at any time terminate any such appointment(s).

14.2 Terms of Office

A Secretary of the Company holds office on such terms and conditions, as to remuneration or otherwise, as the Directors determine.

15 SEAL

15.1 Types of Seals

- (a) The Company may have a common seal and may have:
- (i) a duplicate common seal, which shall be a facsimile of the common seal with the addition on its face of the words "Share Seal" or "Certificate Seal"; and
 - (ii) an official seal for use in any place outside the State, which shall be a facsimile of the common seal with the addition on its face of the name of every place where it is to be used.
- (b) The Directors shall provide for the safe custody of all seals in such manner as they think fit.

15.2 Use of Seal

- (a) The seal shall be used only by the authority of the Directors and every document to which the seal is affixed shall be signed by a Director and countersigned by the Secretary or a second Director or by some other person appointed generally or in a particular case by the Directors for that purpose.
- (b) The seal may be affixed to or printed on certificates for shares, options and other securities by mechanical means so as to produce a facsimile of such seal and signatures. In addition, the Directors may determine generally or in a particular case, that the seal and the signatures of the Director, Secretary or other person appointed by the Directors for the purpose of signing documents to which the seal is affixed, may be affixed, printed or otherwise written on documents by a specified mechanical means so as to produce a facsimile of such seal and signatures.

15.3 Cheques and Negotiable Instruments

All cheques, bills of exchange, promissory notes, bankers drafts and other negotiable instruments and all receipts for money paid to the Company, shall be signed, accepted, drawn, made, endorsed or otherwise executed for and on behalf of the Company by such

persons (whether Directors or officers of the Company or not) in such manner as the Directors shall from time to time determine.

16 RESERVES

16.1 Establishment and Application of Reserves

The Directors may:

- (a) before declaring a dividend, set aside out of the profits of the Company, such sums as they think fit as reserves to be applied, at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied;
- (b) pending any such application, use the reserves, at the discretion of the Directors, in the business of the Company or invest the reserves in such investments as the Directors think fit; and
- (c) carry forward so much of the profits remaining as they think ought not be distributed as dividends without transferring these profits to a reserve.

17 DIVIDENDS

17.1 Declaration of Dividend

- (a) The Directors may authorise the payment by the Company to members of such dividends as appear to the Directors to be justified by the profits of the Company. The payment of such dividend shall not require the sanction of a general meeting.
- (b) The Company in general meeting may declare a dividend if and only if the Directors have recommended a dividend.
- (c) A dividend declared by the Company in general meeting shall not exceed the amount recommended by the Directors.

17.2 Interim and Preferential Dividends

- (a) The Directors may authorise the payment by the Company to members of such interim dividends as appear to the Directors to be justified by the profits of the Company. Each interim dividend so paid shall be payable on a date fixed by the Directors.
- (b) The Directors may also pay preferential dividends on shares issued upon terms that preferential dividends are payable on such shares on fixed dates.
- (c) The payment of any such interim dividend or preferential dividend shall not require the sanction of a general meeting.

17.3 Payment of Dividends

- (a) No dividend shall be paid otherwise than out of profits of the Company and a declaration by the Directors as to the amount of profits available for dividends shall be conclusive evidence of the amount so available.
- (b) No dividend or other moneys payable on or in respect of a share shall bear interest against the Company.

- (c) The Directors may deduct from any dividend payable to a member, all sums of money (if any) presently payable by him to the Company and due and unpaid on account of calls in relation to shares held by him in the Company.
- (d) A transfer of shares shall not pass the right to any dividend declared on those shares before registration of their transfer.
- (e) The Directors may retain the dividends payable upon shares in respect of which any person under clause 9 is entitled to be registered as the holder of those shares or is entitled to transfer such shares to some other person, until such person shall become registered as the holder of them or shall duly transfer the shares concerned in accordance with that clause.
- (f) During a breach of the Listing Rules relating to Restricted Securities, or a breach of a restriction agreement relating to the Restricted Securities, the holder of the Restricted Securities shall not be entitled to any dividend in respect of the Restricted Securities.
- (g) Any dividend, interest or other money payable in cash in respect of shares may be paid:
 - (i) by cheque sent through the post or by courier to the address of the member shown in the register or in the case of joint holders, to the address of that holder whose name stands first in the register in respect of the joint holding, or to such address as the holder or joint holders in writing directs or direct;
 - (ii) by electronic transfer; or
 - (iii) in such manner as the Directors determine.

17.4 Dividend Entitlement

Subject to the rights of persons (if any) entitled to shares with special rights as to dividend:

- (a) all dividends payable in respect of a class of fully paid shares shall be paid equally;
- (b) all dividends payable in respect of a class of partly paid shares shall be apportioned and paid according to the proportion that the amount paid is of the total amount paid and payable for the issue of the share, disregarding any amount credited as paid or to be credited as paid in any case;
- (c) if a fully paid share is on issue, or is a fully paid share, for part only of the period in respect of which a dividend is payable, the dividend payable in respect of such fully paid share for that part of the period shall be the dividend under paragraph (a) of this clause apportioned and paid according to the proportion that the part of that period for which the share is on issue and is fully paid is of the total period in respect of which the dividend is payable;
- (d) if a share is issued as a partly paid share during, or is paid to a certain amount for part only of, the period in respect of which a dividend is payable, the proportionate dividend payable in respect of such share for that part of the period shall be the dividend under paragraph (b) of this clause apportioned and paid

according to the proportion that the part of that period for which the share is on issue and is paid to that certain amount is of the total period in respect of which the dividend is payable;

- (e) for the purposes of this clause 17.4:
- (i) no amount paid or credited as paid on a share in advance of calls shall be treated as paid or credited as paid on the share; and
 - (ii) the fact that the total amounts paid and payable (including amounts credited or to be credited as paid) may differ for the issue of some shares compared to others shall be disregarded.

17.5 Dividends In Specie

- (a) Any general meeting of the Company declaring a dividend may, acting on the prior recommendation of the Directors, or the Directors, in declaring any dividend (including an interim dividend), may direct payment of the dividend wholly or partly by the distribution of specific assets, including paid up shares in, or notes or debentures of, the Company or any other corporation or in any one or more ways, and may direct that the dividend payable in respect of any particular shares shall be satisfied wholly or partly by such a distribution and that the dividend payable in respect of other shares shall be paid in cash.
- (b) Where a difficulty arises in regard to such a distribution, the Directors may settle the matter as they consider expedient and in particular, may fix the value for distribution of the specific assets or any part of those assets and may determine that cash payments will be made to any members on the basis of the value so fixed, in order to adjust the rights of all parties, and may vest any such specific assets in trustees as the Directors consider expedient.

17.6 Dividend Plans

- (a) Notwithstanding any other provision of this Constitution (except for clause 23) and in particular, notwithstanding clauses 17.1 to 17.5 inclusive, but subject to the requirements of the Corporations Law, the Directors may in their absolute discretion establish on such terms and conditions as they think fit:
 - (i) plans for cash dividends paid by the Company in respect of shares issued by the Company and interest paid by the Company on unsecured notes or debenture stock issued by the Company to be reinvested by way of subscription for shares in the Company; and
 - (ii) a plan permitting holders of ordinary shares to the extent that his ordinary shares are fully paid up, to have the option to elect to forgo his right to share in any dividends (whether interim or otherwise) payable in respect of such shares and to receive instead an issue of ordinary shares credited as fully paid up to the extent as determined by the Directors.
- (b) The Directors may in their absolute discretion, modify, suspend or terminate all or any plans established pursuant to clause 17.6(a) from time to time on not less than one month's written notice to all members of the Company.

- (c) The powers given to the Directors by this clause 17.6 are additional to the other powers reposed in the Directors by this Constitution and shall not in any way be limited, restricted or otherwise affected by clauses 17.1 to 17.5 inclusive.

18 CAPITALISATION OF PROFITS

The Company may capitalise profits. The capitalisation need not be accompanied by the issue of shares.

19 ACCOUNTS AND AUDIT

19.1 Requirements as to Accounts and Audits

The Directors shall ensure that the requirements of the Corporations Law as to accounts and audit are complied with by the Company.

19.2 Auditor

The auditor of the Company or his agent authorised by him in writing for the purpose, is entitled to attend general meetings, to receive all notices of and other communications relating to general meetings which a member is entitled to receive and to be heard at any general meeting which he attends on any part of the business of the meeting which concerns the auditor in his capacity as such, but does not have the right to vote at any general meeting.

19.3 Inspection of Company Records

- (a) Subject to the provisions of the Corporations Law, the Directors shall determine whether and to what extent and at what times and places and under what conditions the accounting records and other documents of the Company or any of them will be open to inspection by the members and other persons.
- (b) A member or other person (not being a Director) has no right to inspect any such documents of the Company except as conferred by statute or authorised by the Directors and is not entitled to require or receive any information concerning the business, trading or customers of the Company or any trade secret or secret process of or used by the Company.

20 NOTICES

20.1 Mode of Service

A share certificate, cheque, warrant, notice or other document may be given by the Company to any member either by serving it on him personally or by sending it by post or courier to him at his address as shown in the register or the address supplied by him to the Company for the giving of notices to him or by sending it to any facsimile number or electronic address given to the Company by the member. In the case of joint holders, such documents may be served on the joint holder whose name appears first in the register in respect of the share. In the case of an overseas shareholder, such documents shall be forwarded by air mail, recognised couriered air service, facsimile transmission, electronic mail or in another way that ensures it will be received quickly.

20.2 Deemed Receipt of Notice

- (a) A document sent by ordinary post, courier, air mail or recognised courtered air service in accordance with this clause 20 by the Company shall be deemed to have been received or served on the day next following that on which it was posted or dispatched and in proving delivery or service, it is sufficient to prove that the envelope or wrapper containing the document was properly addressed and stamped (if posted) and was posted or dispatched.
- (b) In the case of a facsimile transmission, service shall be deemed effected at the time when transmission of the facsimile is completed by the Company.
- (c) In the case of an electronic mail transmission, service shall be deemed effected on the day and at the time specified in a delivery report, or if no delivery report is received, on the next business day (but is not deemed to have been received if a delivery report indicates a delivery failure).

20.3 Proof of Service

A certificate in writing signed by a Director, Secretary or other officer of the Company that:

- (a) a document or its envelope or wrapper was so addressed and stamped (if posted) and was posted or dispatched; or
- (b) a document was sent by facsimile transmission and that a transmission report was produced by the machine from which it was sent which indicated that the facsimile was sent in its entirety; or
- (c) a document was sent by electronic mail, and that a delivery report was received indicating the document was delivered, or that no delivery report was received indicating a delivery failure,

shall be prima facie evidence of those facts.

20.4 Notice of General Meeting of the Company

- (a) Notice of every general meeting and of any adjournment of it shall be given in the manner authorised by this clause to:
 - (i) every member;
 - (ii) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of meeting;
 - (iii) every Director; and
 - (iv) the auditor for the time being of the Company.
- (b) Except as required by the Listing Rules, no other person is entitled to receive notices of general meetings.

20.5 Previous Notice

A person who by operation of law, or by transfer or other means becomes entitled to be registered as the holder of or to transfer a share, is bound by every notice previously given in respect of that share.

20.6 Notice on Transmission

A notice may be given by the Company to a person entitled to a share in consequence of the death or bankruptcy of a member by serving it on him personally or by sending it to him by post or courier addressed to him by name, or by the title of representative of the deceased or assignee of the bankrupt or by any like description, at the address (if any) within Australia supplied for the purpose by the person or, if such an address has not been supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.

20.7 Failure of Member to give Address

No person who shall have omitted to give his address for registration shall be entitled to receive any notice from the Company.

20.8 Day of Service

Where a given number of days' notice or notice extending over any other period is required to be given, the day of service shall unless it is otherwise provided be counted in such number of days or other period.

21 WINDING UP**21.1 Powers of Liquidator**

- (a) If the Company is wound up whether voluntarily or otherwise, the liquidator may, with the sanction of a special resolution, divide among the members, in specie or kind, the whole or any part of the assets of the Company and may for that purpose, set such value as he considers fair upon any property to be so divided and may determine how the division is to be carried out as between the members or different classes of members.
- (b) The liquidator may, with the sanction of a special resolution, vest the whole or any part of any such assets of the Company in trustees upon such trusts for the benefit of the members or any of them as the liquidator thinks fit.
- (c) No member shall be compelled to accept any shares or other securities in respect of which there is any liability upon a division or vesting of assets under clauses 21.1(a) and 21.1(b) respectively.
- (d) If approved by special resolution, any division referred to in this clause 21.1 may be otherwise than in accordance with the legal rights of the members of the Company. In particular, any class of member may be given preference or special rights or may be excluded altogether or in part. If any division is made otherwise than in accordance with the legal rights of the members, any member who would be prejudiced by the distribution shall have a right of dissent and ancillary rights as if such distribution were a special resolution passed pursuant to the Corporations Law.

21.2 Distribution of Assets

If the Company is wound up (whether voluntarily or otherwise) and:

- (a) the assets available for distribution among the members are insufficient to repay the whole of the capital paid up as at the commencement of the winding up, such assets shall be distributed among the members so that the losses shall be borne by the members as nearly as possible in proportion to the capital paid up or which ought to have been paid up on the shares held by them as at the commencement of the winding up;
- (b) the assets available for distribution among the members are more than sufficient to repay the whole of the capital paid up as at the commencement of the winding up, the surplus shall be distributed among the members in proportion to the capital paid up or which ought to have been paid up on the shares held by them as at the commencement of the winding up.

21.3 Special Rights

Clause 21 shall be without prejudice to the rights of the holders of shares issued upon special terms and conditions.

22 INDEMNITY

22.1 Officers

Subject to the Corporations Law, every officer of the Company shall be indemnified out of the assets of the Company against all costs, losses, expenses or liabilities incurred or suffered by him in his capacity as an officer of the Company or in relation thereto, by reason of any contract entered into or any act or thing done or omitted to be done by him in such capacity or in any way in the discharge of his duties or by reason of or relating to his status as an officer of the Company, but **EXCLUDING** any liability arising out of conduct involving a lack of good faith or any liability to the Company or any related body corporate of the Company.

22.2 Former Officers

Subject to the Corporations Law, every former officer of the Company shall be indemnified out of the assets of the Company against all costs, losses, expenses or liabilities incurred or suffered by him in his capacity as an officer of the Company or in relation to such office, by reason of any contract entered into or any act or thing done or omitted to be done by him in such capacity whilst an officer of the Company or in any way in the discharge of his duties whilst an officer of the Company, or by reason of or relating to his status as an officer of the Company whilst an officer of the Company but **EXCLUDING** any liability arising out of conduct involving a lack of good faith or any liability to the Company or any related body corporate of the Company.

22.3 Officer of Another Company Upon Request

Subject to the Corporations Law, every present or former officer of the Company who is or was, at the request of the Company, serving as an officer of another company (whether that company is related to the Company or not) shall be indemnified out of the assets of the Company against all costs, losses, expenses or liabilities incurred or suffered by him in his capacity as an officer of that other company or in relation to such office, by reason of any

contract entered into or any act or thing done or omitted to be done by him in such capacity whilst an officer of that other company or in any way in the discharge of his duties whilst an officer of that other company, or by reason of or relating to his status as an officer of that other company, whilst an officer of that other company but **EXCLUDING** any liability arising out of conduct involving a lack of good faith or any liability to the Company or any related body corporate of the Company.

22.4 Indemnity for Proceedings

Subject to the Corporations Law, but without limiting the generality of clauses 22.1, 22.2 and 22.3, every officer of the Company shall be indemnified out of the assets of the Company against any liability incurred or suffered by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in relation to any such proceedings in which relief is under the Corporations Law granted to him by the Court and where proceedings are commenced but are struck out or are in any other manner discontinued or determined otherwise than by a judgment or conviction against the officer.

22.5 Liability as Between Officers

Subject to the Corporations Law, no Director or other officer of the Company shall be liable for the acts, deceits, neglects or defaults of any other Director or officer of the Company, any loss or expenses happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, the insufficiency or deficiency of any security in or upon which any of the moneys of the Company shall be invested, any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited or left, any other loss or damage which occurs in the execution of the duties of his office or for joining in any receipt or other act for conformity, unless arising from his own negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

22.6 No Abrogation of Indemnity

Nothing in this Constitution shall be construed to lessen or abrogate any indemnity or protection given or authorised to Directors or officers of the Company by law.

23 LISTING RULES

If the Company is a Listed Company, the following apply:

- (a) notwithstanding anything contained in this Constitution, if the Listing Rules prohibit an act being done, the act shall not be done;
- (b) nothing contained in this Constitution prevents an act being done that the Listing Rules requires to be done;
- (c) if the Listing Rules require an act to be done or not to be done, authority is given for that act to be done or not to be done (as the case may be);
- (d) if the Listing Rules require this Constitution to contain a provision and it does not contain such provision, this Constitution is deemed to contain that provision;

- (e) if the Listing Rules require this Constitution not to contain a provision and it contains such a provision, this Constitution is deemed not to contain that provision; and
- (f) if any provision of this Constitution is or becomes inconsistent with the Listing Rules, this Constitution is deemed not to contain that provision to the extent of the inconsistency.

(A.c.) Grootste aandeelhouders

Gewone aandelen per 15 april 2008

Naam	Aantal in bezit	Percentueel deel van uitgegeven aandelen
AGL Energy Limited	204.616.102	24,89%
BG Overseas Holdings Limited	81.278.451	9,89%
Elph Pty Ltd	52.163.939	6,34%
ANZ Nominees Limited	51.827.472	6,30%
National Nominees Limited	50.692.727	6,17%
J.P. Morgan Nominees Australia Limited	28.497.229	3,47%
Sentient Executive GPII Limited	24.897.197	3,03%
De heer R Bryan	15.214.906	1,85%
HSBC Custody Nominees (Australia) Limited	14.987.677	1,82%
Sentient Executive GP1 Limited	12.121.080	1,47%
Cogent Nominees Pty Limited	11.471.297	1,40%
Australian Foundation Investment Company Limited	7.000.000	0,85%
De heer R Coffee	6.098.000	0,74%
Sentient Executive GP1 Ltd	5.373.888	0,65%
HSBC Custody Nominees (Australia) Limited - A/C 2	5.063.558	0,62%
Citicorp Nominees Pty Ltd	3.993.493	0,49%
Sentient (Aust) Pty Ltd Res No 1 A/C	3.805.032	0,46%

(A d.) Aanzienlijk belang in Queensland Gas Company

Samenwerking met BG Group voor LNG

Op 3 februari 2008 kondigde QGC een samenwerkingsverband aan met BG Group (voorheen British Gas) voor de ontwikkeling in Queensland van een van de grootste exportproductiebedrijven ter wereld voor LNG, dat gebruik maakt van QGC's steenkoolgas als grondstof.

De belangrijkste kenmerken van het samenwerkingsverband zijn:

- Op 11 april 2008 ontving QGC van BG Group 664 miljoen AUD in ruil voor nieuwe aandelen die een belang vertegenwoordigen van 9,9 procent in het verhoogde uitstaande aandelenkapitaal van QGC (tegen een prijs van 3,07 AUD per aandeel) en 20 procent van QGC's bestaande belang in het Walloons steenkoolveld;
- QGC ontvangt van BG Group nog eens 207 miljoen AUD in contanten voor nogmaals een belang van 10 procent in het Walloonsveld zodra een positieve Definitieve Investeringsbeslissing wordt genomen waarbij het budget wordt goedgekeurd voor de bouw van een LNG-fabriek of, indien dit eerder plaatsvindt, bij de certificering van 7.000 petajoules aan bewezen en waarschijnlijke (2P) gasreserves;
- BG Group stemt ermee in 100 procent van de afzet van de LNG-fabriek te kopen ingevolge een overeenkomst met een looptijd van 20 jaar; en
- QGC en BG Group komen partnerships overeen voor de eigendom van respectievelijk een verhouding 80/20 wat betreft de exploratie- en winningsvergunningen (later 70/30), 50/50 betreffende de pijpleiding en 30/70 aangaande de LNG-fabriek en de havenvoorzieningen.

Verzoeker: Queensland Gas Company

Project: Silesian

Met inachtneming van bijlage 1 behorend bij artikel 1.3.1.2.a van de Mijnbouwregeling zou de Verzoeker graag aan de Minister de volgende documenten (B) willen aanbieden betreffende de financiële gegevens van Verzoeker:

- a. het financiële jaarverslag van Verzoeker betreffende het boekjaar eindigend op 30 juni 2007;
- i. de winst- en verliesrekening voor het boekjaar dat eindigt op 31 december 2007 (tabellen 4 & 5); en
- ii. de balans voor het boekjaar dat eindigt op 31 december 2007 (tabellen 6 & 7);
- b. het wettelijk goedgekeurde aandelenkapitaal van Verzoeker, onderverdeeld naar categorie: alle aandelen zijn volledig gestort (tabel 8);
- c. de aangetoonde gasreserves van Verzoeker (tabel 9 & grafiek 1); en
- d. de beoogde wijze van financieren voor het Project.

(B) FINANCIËLE GEGEVENS

(a i.) VERKORTE GECONSOLIDEERDE TUSSENTIJDSE WINST- EN VERLIESREKENING
(Voor het halfjaar dat eindigde op 31 december 2007)

TABEL 4

N.b. AUD\$1 = Euro €0,60

Opbrengsten uit de verkoop en verwerking van gas

Overige opbrengsten

Opbrengsten uit lopende activiteiten

Overige inkomsten

Uitgaven

Resultaten uit lopende activiteiten voor aftrek van afschrijving op investeringen,

overige afschrijvingen en significante posten

Waardevermindering en afschrijvingen

Kosten opruimwerk bij calamiteiten

Netto winst op afstoten van belangen in exploratieconcessies

Resultaten uit lopende activiteiten voor aftrek van financieringskosten

Financieringskosten

Winst voor aftrek van belastingen

Belastingteruggaaf

Winst/(verlies) ten gunste/laste van de deelnemers in de Queensland Gas Company Limited

Winst per uitstaand aandeel

Winst per aandeel na uitoefening optierechten

Euro €'000
16.816
4.204
21.020
40
(13.120)
7.934
(3.351)
-
-
4.583
(219)
4.364
8.899
13.263
Cent
1,79
1,79

VERKORTE GECONSOLIDEERDE TUSSENTIJDSE BALANS

(Per 31 december 2007)

TABEL 5

N.b. AUD\$1 = Euro €0,60

	Euro €'000
Vlottende activa	
Kasgelden en dergelijke	108.968
Handelsdebiteuren en overige vorderingen	15.164
Voorraden	5.773
Totaal vlottende activa	129.906
NIET-VLOTTENDE ACTIVA	
Uitgestelde belastingvorderingen	28.948
Afgeleide financiële instrumenten	318
D en productiemiddelen	147.709
Overige bezittingen, installaties en uitrusting	5.136
Immateriële activa – Kosten van exploratie en waardering	16.975
Immateriële activa – winningsconcessies en informatie over gasvelden	44.002
Totale niet-vlottende activa	4242.803
TOTAAL VAN DE ACTIVA	372.709
KORTLOPENDE SCHULDEN	
Schulden aan leveranciers en andere schulden	17.617
Leningen	572
Afgeleide financiële instrumenten	14
Voorzieningen	412
Totaal kortlopende schulden	18.616
LANGLOPENDE SCHULDEN	
Uitgestelde belastingverplichtingen	19.647
Leningen	1.031
Voorzieningen	4.388
Totaal langlopende schulden	25.066
TOTAAL VAN DE SCHULDEN	43.683
NETTO ACTIVA	329.026
VERMOGEN	
Ingebracht vermogen	335.348
Reserves	3.879
Verllessaldo	(10.001)
Totaal vermogen	329.026

(a ii.)

WINST- EN VERLIESREKENING

voor het boekjaar eindigend op 30 juni 2007

Tabel 6

	Geconsolideerd Moedermaatsch.	
	2007 Euro €'000	2007 Euro €'000
	N.b. AUD\$1 = Euro €0,60	
Opbrengsten uit lopende activiteiten		
Opbrengsten	20.669	24.451
Overige inkomsten	35	31
Uitgaven	(17.764)	(19.155)
Resultaten uit lopende activiteiten voor aftrek van afschrijving op investeringen, overige afschrijvingen en significante posten	2.941	5.327
Waardevermindering en afschrijvingen	(3.526)	(2.135)
Nettowinst op afstoten van belangen in exploratieconcessies	4983	8.832
Kosten opruimwerk bij calamiteiten	(8.695)	(8.695)
Resultaten uit lopende activiteiten voor aftrek van financieringskosten	(4.296)	3.329
Financieringskosten	(3.037)	(3.026)
Winst/(verlies) voor aftrek van belastingen	(7.333)	304
Verschuldigde belasting	-	-
Winst/(verlies) voor de jaren	(7.333)	304
Winst/(verlies) ten gunste/laste van minderheidsbelangen	-	-
Winst/(verlies) ten gunste/laste van de deelnemers in Queensland Gas Company Limited	(7.333)	304
	Cents	
Verlies per aandeel voorzover ten gunste/laste van de gewone aandeelhouders van de onderneming:		
Winst per uitstaand aandeel & na uitoefening optierechten	1,30	

BALANS QGC
per 30 juni 2007
Tabel 7

N.b. AUD\$1 = Euro €0,60

	GECONSOLIDEERD	MOEDERMAATSCH.
	2007 Euro €'000	2007 Euro €'000
ACTIVA		
Vlottende activa		
Kasgeld en dergelijke	148.951	148.951
Handelsdebiteuren en overige vorderingen	10.174	45.741
Voorraden	3.911	3.911
Afgeleide financiële instrumenten	—	—
Totaal vlottende activa	163.036	198.597
Niet-vlottende activa		
Uitstaande vorderingen	—	—
D en productiemiddelen	98.901	65.885
Overig bezit in installaties en uitrustingen	3.147	1.958
Immateriële activa – Exploratie- en waarderingskosten	16.563	16.434
Immateriële activa – exploratieconcessies en informatie over gasvelden	44.601	19.606
Investeringen	—	31.688
Totaal niet-vlottende activa	163.212	135.571
Totaal van de activa	543.746	556.947
Schulden		
Kortlopende schulden		
Schulden aan leveranciers en andere schulden	6.521	5.855
Leningen	454	454
Voorleningen	490	490
Afgeleide financiële instrumenten	40	40
Totaal kortlopende schulden	7.504	6.838
Langlopende schulden		
Leningen	954	954
Voorleningen	3.616	3.175
Totaal langlopende schulden	4.570	4.129
Totaal van de schulden	12.074	10.967
Netto activa	314.173	323.201
VERMOGEN		
Ingebracht vermogen	334.070	334.070
Reserves	3.367	3.367
Verliessaldo	(23.264)	(14.237)
Verliezen voor moedermaatschappij	314.173	323.201
Minderheidsbelang	—	—
Totaal vermogen	314.173	323.201

(B) GOEDGEKEURD AANDELENKAPITAAL

Tabel 8

		December 2007 Aandelen
Uitgegeven: gewone aandelen – volledig gestort:		
Genoteerd		736 539 009
Niet-genoteerd		4 377 892
Totaal gewone aandelen		740 916 901

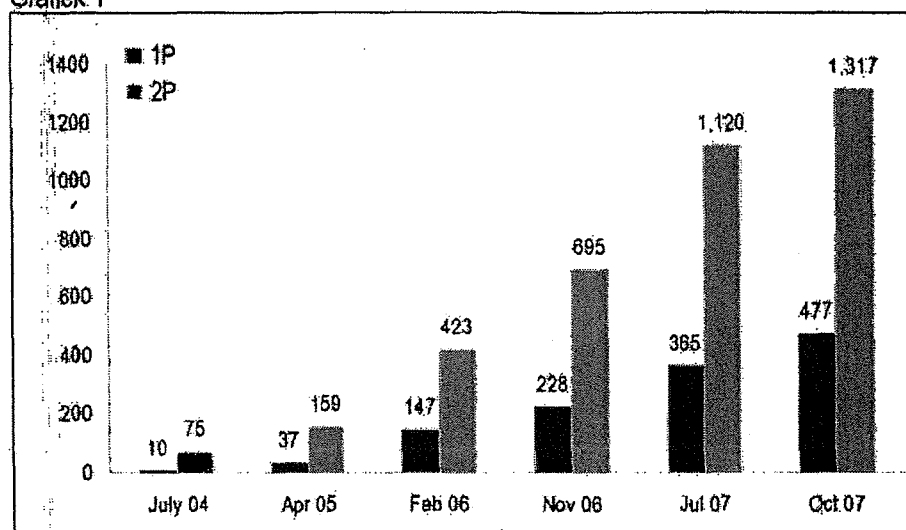
(C) RESERVES

De onderstaande tabel 9 geeft een onderverdeling weer van de 1P, 2P en 3P reserves van QGC naar aanleiding van de herwaardering in oktober 2007 van de reserves door de onafhankelijke certificeringsorganisatie Netherland Sewell & Associates Inc. De voortgaande ontwikkeling van de gasreservevoorraad volgens grafiek 1 is gerealiseerd dankzij de zorgvuldige uitvoering van de opsporings-, ontwikkelings- en productieprogramma's met betrekking tot wat in wezen een volledig onontgonnen projectgebied voor koolwaterstoffen was. Dit heeft als resultaat een aanzienlijke voorraad van 1P & 2P reserves opgeleverd die de garantie vormen voor het commerciële succes van het project.

Tabel 9

Type reserves	Aandeel QGC in reserves (PJ)
Bewezen (1P)	477
Waarschijnlijk	840
Bewezen & waarschijnlijk (2P)	1.317
Mogelijk	1.799
Bewezen, waarschijnlijk & mogelijk (3P)	3.116

Grafiek 1



(D) FINANCIERING VAN HET PROJECT

De Verzoeker heeft voldoende direct beschikbare contanten en netto kasstromen uit bestaande productie-installaties, evenals financieringsmogelijkheden die toereikend zijn voor de begrote kosten van het Project. De onderneming heeft voor een aantal alternatieve mogelijkheden gezorgd voor de commerciële exploitatie (elektriciteitsopwekking & LNG) van de voorspelde productiegroei van CSG die voor een aanzienlijke toename van de omzet in geld zullen zorgen in vergelijking met de huidige omzet uit de levering van onbewerkt gas. De omvangrijke en nog toeriemende financiële omzetten uit de bestaande en groeiende steenkoolgasactiviteiten zullen voldoende zijn om de toekomstige ontwikkelingen in zowel Australië als internationaal mogelijk te maken.

Verzoeker: Queensland Gas Company

Project: Silesian

Met inachtneming van bijlage 1 behorend bij artikel 1.3.1.2.a van de Mijnbouwregeling zou Verzoeker graag aan de Minister de volgende documenten (C) willen aanbieden betreffende de technische gegevens van Verzoeker:

1. een overzicht van de relevante ervaring van de directieleden en leidinggevende medewerkers van Verzoeker; en
2. een lijst van de exploratie- en productieactiviteiten die eigendom zijn van en uitgevoerd worden door de Verzoeker.

(C) TECHNISCHE GEGEVENS

1. Directieleden en leidinggevenden van QGC

De Verzoeker heeft intern en met behulp van belangrijke onderaannemers een ervaren team samengesteld van leidinggevenden, geologen en ingenieurs voor het tot ontwikkeling brengen van het Nederlandse project. Het is de bedoeling dat de exploitatie van de concessie op de langere termijn zal worden uitgevoerd door ingezetenen van Nederland en de EU-landen die ter plaatse worden geworven maar een opleiding krijgen in de exploratie-, ontwikkelings- en productieafdelingen van de Verzoeker voor de bestaande bedrijfsactiviteiten in Australië. Voorzover nodig kan leidinggevend personeel vanuit Australië gedetacheerd worden ten behoeve van de ontwikkeling van het project, totdat lokale leidinggevenden zijn geworven en opgeleid.

De directieraad van Verzoeker bestaat uit experts uit de bedrijfstak met een brede ervaring op het gebied van de ontwikkeling van energieprojecten. Het betreft:

Robert Bryan, *Opleiding: BSc (Hons) Geology*,
Chairman

De heer Bryan is de oprichter en Chairman van QGC en heeft een levenlang ervaring in de mijnbouw- en energiesector in Australië en internationaal en heeft met succes veel projecten ontwikkeld, vanaf de exploratie tot en met het stadium van commerciële productie. De heer Bryan is een Honorary Life Member van de Queensland Resources Council, een Fellow van het Australasian Institute of Mining and Metallurgy, en een van de directeuren van het Sustainable Minerals Institute van de Universiteit van Queensland.

Richard Cottee, *Opleiding: BA, LLB (Hons)*,
Managing Director

De heer Cottee heeft ruim 20 jaar ervaring op het gebied van natuurlijke hulpbronnen en energie en was in de afgelopen jaren betrokken bij de ontwikkeling van meer dan 2.400 megawatt aan opwekkingscapaciteit in Queensland en het Verenigd Koninkrijk.

Peter Cassidy, *Opleiding: BSc (Hons), PhD SIA (aff)*
Non-executive Director

Dr. Cassidy is Chairman van de The Sentient Group Limited, een investeerder van privaat kapitaal in de sector voor natuurlijke hulpbronnen wereldwijd. Onder zijn leiding heeft Sentient een actief aandeel genomen in de Australische sector voor de exploitatie van natuurlijke hulpbronnen en, sinds enige tijd, in de steenkoolgasactiviteiten van QGC. Dr. Cassidy is werkzaam geweest voor de Australische regering op het terrein van de industrieontwikkeling, heeft gewerkt voor de Ford Motor Company en heeft ervaring in de bedrijfstak voor synthetische brandstoffen.

Francis Connolly, *Opleiding: BA, LLB (Hons), MAICD, F Fin*,
Non-executive Director

De heer Connolly is Director of Corporate Finance bij Ord Minnett Ltd, en beschikt over expertise op het gebied van investment banking, bedrijfsfinanciën, bedrijfsadvies, ondernemingsrecht en corporate governance.

Timonhy Crommelin, *Opleiding: BCom, FSIA, FSLE*,
Non-executive Director

De heer Crommelin is een vooraanstaand zakenman in Brisbane. Momenteel is hij Chairman van ABN AMRO Morgans Limited en Deputy Chair van CS Energy Limited.

Dale Elphinstone, *Opleiding: FAICD*,
Non-executive Director

De heer Elphinstone is Managing Director van de bedrijvengroep Elphinstone/William Adams.

Michael Fraser, *Opleiding: Bcom, CPA*,
Non-executive Director

De heer Fraser is Group General Manager, Merchant Energy van AGL Energy Limited. Hij is verantwoordelijk voor de energieopwekking bij Australian Gas & Lighting "AGL", voor de groothandelsrelaties op het gebied van gas en elektriciteit en voor de verkoop van energie aan de grote industriële en zakelijke afnemers van AGL.

Stephen Mikkelsen, *Opleiding: BBS, CA*,
Non-executive Director

De heer Mikkelsen is de Chief Financial Officer van AGL Energy Limited. Hij is registeraccountant met een uitgebreide ervaring in zowel de particuliere als de publieke sector in Australië en Nieuw-Zeeland, en heeft een aantal leidinggevende functies bekleed in de energiesector.

Michael Moraza, *Opleiding: BE, MBA*
Non-executive Director

De heer Moraza heeft meer dan 20 jaar ervaring in de olie- en gasindustrie in Australië en in het buitenland. Momenteel is hij General Manager Gas Development bij de AGL Merchant Energy Group en heeft verschillende leidinggevende functies vervuld sinds hij in 1996 bij AGL in dienst trad.

M. de Leeuw (Alternate Director)

V. De Santis (Alternate Director)

J. Galvin (Alternate Director)

D. Maxwell (Alternate Director)

De leidinggevend medewerkers van QGC hebben een uitgebreide ervaring in Australië en internationaal in de olie- en gassector. Hun bekwaamheden en ervaring omvatten alle facetten van de vereiste technische vaardigheden voor het project, van de exploratie tot en met de productie. Het betreft:

Mike Herrington, *Opleiding: BS (Civil Engineering), Professional Engineer (PE)*
Chief Operating Officer

De heer Herrington heeft meer dan 30 jaar uiteenlopende ervaring in de bedrijfstak van de aardolie-industrie, waaronder de exploratie van olie en gas in het San Juan-bekken in Nieuw-Mexico, in het gebied van de North Slope in Alaska en in de Golf van Mexico. Hij heeft specifiek ervaring met het opzetten van steenkoolgasactiviteiten in Australië, de V.S., Europa en Azië. De heer Herrington bekleedde eerder de functie van Managing Director van Jabiru Energy en heeft leidinggevende functies gehad bij Enron Exploration Australia Pty Ltd (gevestigd in Queensland) en bij Enron Oil and Gas (gevestigd in China). Hij heeft in Australië boorputten voor steenkoolgas aangelegd in het Galilee-, Gunnedah- en Surat-bekken en gasopvangsystemen ontworpen en gebouwd in het Comet Ridge winningsgebied.

Steven Scott, Opleiding: BSc (Hons) Geology & Mineralogy, PhD

General Manager Exploration and Technical Services

Dr. Scott trad in 2000 bij QGC in dienst om leiding te geven aan de eerste beoordelingen door QGC van de vergunninggebieden van de Walloon Subgroup en het potentieel aan steenkoolgas en heeft vervolgens leiding gegeven aan de exploratie en evaluatie in het kader van de activiteiten van QGC in het Surat-bekken. Hij heeft ruim 30 jaar ervaring op het terrein van de geowetenschappen in de bedrijfstak voor de exploitatie van natuurlijke hulpbronnen in Queensland, waaronder 12 jaar met de werkzaamheden in talrijke steenkoolexploratieprojecten in het Bowen-bekken en 11 jaar leidinggevende ervaring met de verkennings- en ontwikkelingsactiviteiten voor aardolie en steenkoolgas in Queensland. Dr. Scott is sinds 1987 betrokken bij de research en development met betrekking tot steenkoolgasvoorraden.

Europese activiteiten

Gilbert Clark, Opleiding: BSc Geology

General Manager, European Operations.

De heer Clark droeg de afgelopen vijf jaar de verantwoordelijkheid voor de verwerving en het beheer van de vergunningen voor koolwaterstoffen in Frankrijk voor een onderneming op het gebied van steenkoolgas. Hij heeft ervaring met de van toepassing zijnde regelgeving van de Europese Unie, de wetgeving, het leidinggeven aan de ondernemingsstructuur van Europese ondernemingen en de personeelswerving. Hij is gespecialiseerd op het terrein van het beoordelen en ontwikkelen van steenkoolgasvoorraden in de uit de Westfaalse periode daterende steenkoolbekkens in Europa.

QGC beschikt over een volledig team van gespecialiseerde medewerkers op het gebied van boorwerkzaamheden, het beheer van bovengrondse installaties, gezondheid en veiligheid en milieuvraagstukken ten behoeve van de ontwikkeling van het project.

QUEENSLAND GAS COMPANY

Australische activiteiten

Exploratie

De Verzoeker is een onderneming die is tot stand gekomen op basis van de succesvolle exploratie van een overwegend onontgonnen projectgebied voor de opsporing van koolwaterstoffen. De onderneming is nu een van de grootste Australische ondernemingen op het gebied van de exploratie en productie van steenkoolgas. Op basis van een geslaagd exploratieprogramma dat is ontwikkeld door de leiding van het bedrijf en met steun van de directie van QGC, is het bedrijf een van de grootste geïntegreerde energieproductiebedrijven geworden van Australië. Momenteel bezit de Verzoeker belangen, in de vorm van productie- en exploratievergunningen (tabel 11), in een gebied van 7.500 km² (fig. 2) in het gasrijke Surat-bekken in het zuiden van Queensland, Australië. Deze vergunninggebieden hebben een strategische ligging in de nabijheid van een bestaand netwerk van pijpleidingen voor gastransport (fig. 3), die een rechtstreekse toegang verschaffen tot de gas- en energiemarkt in het oostelijk deel van Australië.

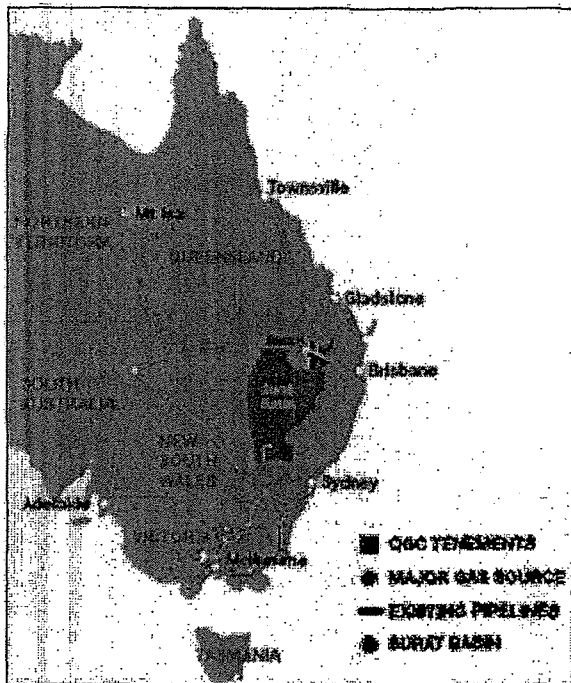


Fig. 2 Kaart met de ligging in Australië

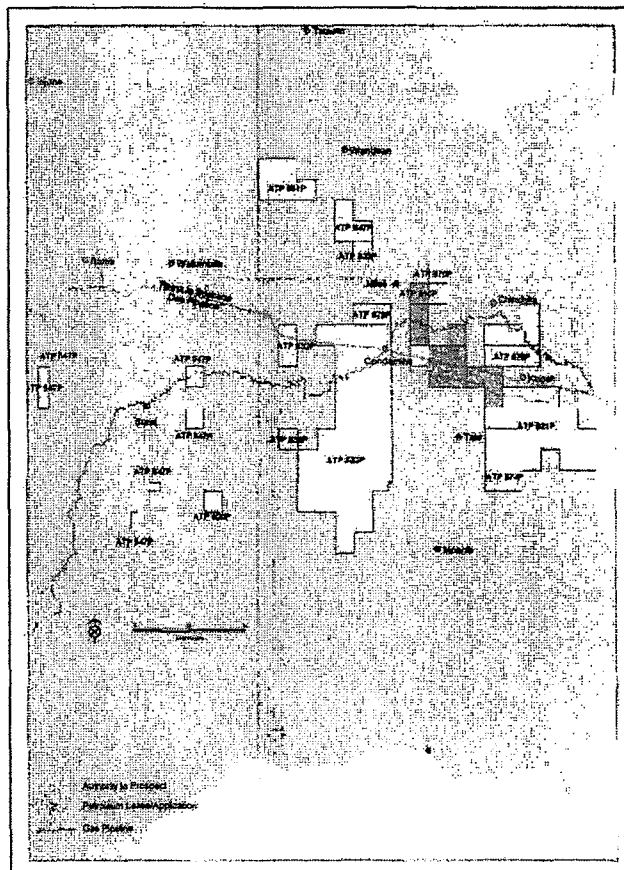


Fig. 3 Overzichtskaart met vergunning-gebieden van QGC

De vergunninggebieden van Verzoeker betreffende CSG

Tabel 10

Vergunning-gebied ¹	Naam	Gebied	Huidig belang	Joint Venturer
Exploratievergunningen				
ATP 574P	Pinelands	Shallows ²	48%	BG International 12% Victoria Petroleum 30% Australian CBM 6.25% SEQ Oil 3.75%
ATP 620P	Matilda-John	Shallows	47.5%	BG International 11.875% Origin Energy CSG 40.625%
		Deeps ³	21%	BG International 5.25% Pangaea 73.75%
ATP 621P	Aberdeen & Ridgewood	All of Authority to Prospect area	80%	BG International 20%
ATP 632P ⁴		All of Authority to Prospect area	80%	BG International 20%
ATP 647P ⁵	Myall Creek East	Myall Creek East ⁶ (graticular block 2656)	50%	Origin Energy CSG 50%
		All other blocks (other than Myall Creek East block above)	80%	BG International 20%
ATP 648P ⁴	Kenya East	Shallows	55%	BG International 13.75% Origin Energy CSG 31.25%
		Deeps	48%	BG International 12% Pangaea 40%

ATP 651P	Woleebee Creek, Ogle Creek, Mamdal	All of tenement area (Royalty applies)	68%	BG International 17% Lucas Coal Seam Gas 15%
ATP 676P	Owen, Avon Downs, McNulty, Wyalla	Section 1 blocks (ie graticular blocks number 2237, 2386, 2456, 2457 and 2458)	40%	BG International 10% Australian CBM 50%
		Section 2 blocks (ie graticular blocks numbered 2309, 2528, 2529 and 2530)	20%	BG International 5% Australian CBM 75%

Petroleum Leases

PL 179	Argyle	Shallows	47.5%	BG International 11.875% Origin Energy CSG 40.625%
		Deeps	21%	BG International 11.875% Pangaea 73.75%
PL 201 ⁴	Benwyndale South	All of Petroleum Lease area	80%	BG International 20%
PL 228	Kenya	Shallows	47.55%	BG International 11.875% Origin Energy CSG 40.625%
		Deeps	21%	BG International 5.25% Pangaea 73.75%
PL 229	Argyle East	Shallows	47.25%	BG International 11.875% Origin Energy CSG 40.625%
		Deeps	21%	BG International

				5.25%	Pangaea 73.75%
Petroleum Lease Applications					
PLA 180	Lauren & Codie	Shallows	47.25%	BG International 11.875%	Origin Energy CSG 40.625%
		Deeps	21%	BG 5.25%	Pangaea 73.75%
PLA 211 ⁴	Berwyndale	All of Petroleum Lease Application area	80%	BG International 20%	
PLA 212 ⁴	Berwyndale Deep	All of Petroleum Lease Application area	80%	BG International 20%	
PLA 247	Bellevue	Shallows ⁴	56.5%	BG International 14.125%	Origin Energy CSG 29.375%
		Deeps	51%	BG International 5.25%	Pangaea 43.75%
		Shallows	55%	BG International 13.75%	Origin Energy CSG 31.25%
PLA 257	Kenya East/Jammat			BG International 13.75%	Origin Energy CSG 31.25%
		Shallows	55%	BG International 13.75%	Origin Energy CSG 31.25%
PLA 259	Sean/David			BG International 20%	
PLA 261	Ridgewood/Myrtle		80%	BG International 20%	
PLA 262	Aberdeen/Teviot		80%	BG International 20%	
PLA 263	Matilda-John	Shallows	47.5%	BG International	

11.875%
Origin Energy
CSG 40.625%

Pipeline Licences

PPL 917	Windibri Export Pipeline	80%	BG International 20%
PPL 107	Kenya Export Pipeline (not constructed)	47.5%	BG International 11.875% Origin Energy CSG 40.625%
PPL 1087	Kenya Trunkline	80%	BG International 20%
PPL 1197	Berwyndale South Area Pipelines	80%	BG International 20%

Voetnoten

1. QGC is de exploitant van alle gebieden behalve het Myall Creek East blok in ATP 647P.
2. Ondiepten betreffen alle stratigrafische lagen beneden het maaiveld tot een diepte van 100 feet onder de Walloon steenkoolvoorkomens.
3. Diepten betreffen alle stratigrafische lagen beneden een diepte van 100 feet onder de Walloon steenkoolvoorkomens.
4. 10% van de belangen van QGC houdt zij via haar dochtermaatschappij SGA (Queensland) Pty Limited, waarvan QGC volledig eigenaar is.
5. QGC houdt haar belang in ATP 647P via haar dochtermaatschappij Starzap Pty Ltd, die volledig eigendom is van QGC.
6. Geëxploiteerd door Origin.
7. QGC houdt haar belangen via twee in volledige eigendom zijnde dochtermaatschappijen: QGC (Infrastructure) Pty Ltd (90%) en SGA (Queensland) Pty Limited (10%).

Sinds 2000 zijn in het kader van het boorprogramma van Verzoeker voor de exploratie/ontwikkeling van steenkoolgas in totaal 242 boorputten voltooid (tabel 12), waarvan 82 boorputten voltooid zijn in het boekjaar 2007/2008.

Deze boorputten zijn gebruikt voor de winning van steenkoolgas ten behoeve van de technische beoordeling, de beoordeling van de bodemformaties, de proefproductie en ten behoeve van de registratie van de aanwezige reserves en het beoordelen van de te verwachten prestaties van het productieproces.

Aanzienlijke hoeveelheden werk zijn uitgevoerd (en in uitvoering) met betrekking tot het in kaart brengen van de vergunninggebieden en het bepalen van de productie-fairways, evenals voor de detaillering van een optimaal proces voor de eindafwerking van de boorputten. Er worden nu boorputten voor exploratie ontworpen die opnieuw gebruikt kunnen worden en kunnen worden omgebouwd ten behoeve van opname in het productienetwerk. De onderneming heeft de reeks geofysische loggegevens en de benodigde beoordelingstests van de formaties bepaald voor het vaststellen van de kenmerken van de aanwezige CSG-bronnen en hun productie-eigenschappen.

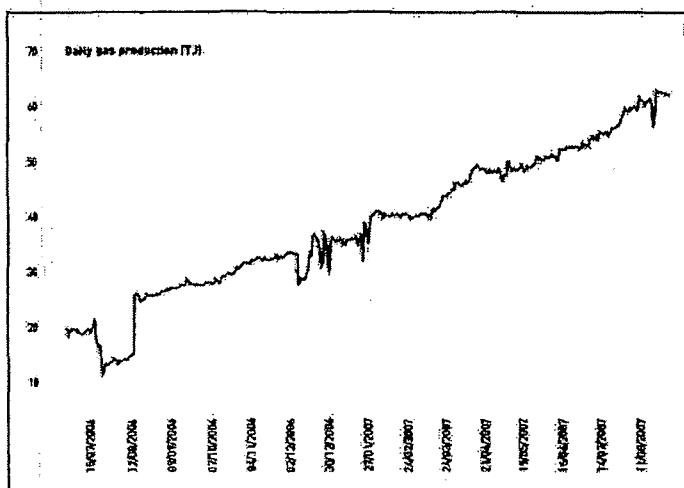
De Verzoeker beschikt ook over de ervaring voor het aanpassen van deze test-parameterwaarden aan uiteenlopende omstandigheden. QGC is in staat de logistieke en specialistische vaardigheden te bepalen (zoals geologen, ingenieurs en leidinggevend) voor het uitvoeren van een succesvol exploratieprogramma voor

steenkoolgas. De Verzoeker verwacht de komende twee jaar gemiddeld 150 boorputten per jaar te voltooien, waarbij het per boorput inspudden en afwerken ongeveer twee weken in beslag neemt.

Productiewerkzaamheden

De Verzoeker bevindt zich sinds mei 2006 in de fase van commerciële productie (grafiek 2). Momenteel heeft de onderneming 101 productieboorputten die zijn aangesloten op een intern gasleidingennetwerk dat ontworpen en gebouwd is onder toezicht van de Verzoeker. Een aantal nieuwe boorputten zijn voltooid en de aanleg van bovengrondse installaties is ingepland, waarna ze kunnen worden aangesloten op het gasleidingennet.

De Verzoeker heeft vaste contracten voor de levering aan klanten van meer dan 700 petajoules (PJ) gas gedurende de komende 20 jaar en voorts het voornemen 160 PJ gas te leveren aan zijn eigen Condamine Power Station, dat in februari 2009 in bedrijf genomen dient te worden. De huidige en toekomstige klanten van Verzoeker bestaan onder meer uit energieproducenten, Industriële ondernemingen en energiedistributeurs. Nieuwe productievelen in het Walloon steenkoolgebied zullen in de toekomst in ontwikkeling genomen worden, en de bovengrondse installaties zullen worden uitgebreid voor de verwerking van grotere volumes. Het beheer en de aanvoer van en het toezicht op de boorinstallaties en met betrekking tot de eindafwerking van de boorputten zijn volledig in handen van de geotechnische ingenieurs van Verzoeker. Het ontwerp, de compliance en de installatie van de gaspijpleidingen en compressorstations voor het vervoer van het gas worden volledig door de Verzoeker in eigen beheer uitgevoerd.



Grafiek 2: CSG-productie van QGC vanaf 2006

Opvang- en transportsystemen

Verzoeker heeft het bij hemzelf in gebruik zijnde leidingennetwerk voor gas en water (tabel 11) voor de in bedrijf zijnde productieinstallaties voor CSG in eigen beheer geïnstalleerd en is voortdurend bezig met de uitbreiding ervan. Tot nu toe heeft de onderneming meer dan 329 km ondergrondse leidingen aangelegd, evenals toegangswegen, elektriciteitsvoorzieningen, onderhoudswerkplaatsen, installaties voor de aan- en afvoer van water en compressorinstallaties. Onderstaand wordt een overzicht gegeven van het leidingennetwerk, afgezien van de hogedrukleidingen die het CSG transporteren naar het hoofdgasleidingennetwerk van Queensland.

CSG leidingnetwerk van QGC

Tabel 11

Béllevue			
	315mm	160mm	Totaal
Water	3,0	3,2	6,2
Gas	3,0	3,2	6,2
Totaal	6,0	6,4	12,4

Lauren			
	315mm	160mm	Totaal
Water	16,6		16,6
Gas	16,6	0	16,6
Totaal	33,2	0	33,2

Berwyndale			
	315mm	160mm	Totaal
Water	9,6	3,4	13,0
Gas	9,6	3,4	13,0
Totaal	19,2	6,8	26,0

Codie			
	315mm	160mm	Totaal
Water	3,6		3,6
Gas	3,6	0	3,6
Totaal	7,2	0	7,2

Berwyndale South (alleen Nangram)			
	315mm	160mm	Totaal
Water	37,7	6,4	44,1
Gas	37,7	6,4	44,1
Totaal	75,4	12,8	88,2

Berwyndale South (zonder Nangram)				
	315mm	160mm	110mm	Totaal
Water	23,4	22,0	7,2	52,6
Gas	23,6	30,2	n.b.	53,8
Totaal	47,0	52,2	7,2	106,4

Kenya			
	315mm	160mm	Totaal
Water	15,9	9,6	25,5
Gas	15,9	9,6	25,5
Totaal	31,8	19,2	51,0

Argyle			
	315mm	160mm	Totaal
Water		2,3	2,3
Gas	0	2,3	2,3
Totaal	0	4,6	4,6

Totale geïnstalleerde CSG-leidingnet				
	315mm	160mm	110mm	Totaal
Water	109,8	46,9	7,2	163,9
Gas	110,0	55,2	n.b.	165,2
Totaal	219,8	102,1		329,1

Elektriciteitsopwekking

In augustus 2007 is de Verzoeker begonnen met de bouw van het 140 mw Condamine Power Station in het zuidelijk deel van Queensland dat in februari 2009, naar verwachting zes maanden eerder dan gepland, in gebruik genomen kan worden. Deze elektriciteitscentrale zal schone en efficiënt geproduceerde elektriciteit gaan leveren door gebruik te maken van de eigen gasvoorraden van Verzoeker.

LNG

In februari 2008 kondigden de Verzoeker en de BG Group een wederzijdse verbintenis aan ten bedrage van ongeveer 8 miljard AUD voor het realiseren van een jaarlijkse export van 3-4 miljoen ton liquefied natural gas (LNG) gedurende een periode van 20 jaar. In april 2008 ontving QGC van de BG Group als onderdeel van de overeenkomst 664 miljoen AUD.

De twee ondernemingen zullen de exploratie en productie van CSG-gas in het Walloon steenkoolveld uitbreiden, een pijpleiding aanleggen naar de havenstad Gladstone in Queensland, een LNG-fabriek bouwen voor het koelen van de CSG tot LNG en deze wereldwijd exporteren met behulp van de tankervloot van de BG Group. BG Group heeft toegezegd gedurende 20 jaar 100 procent van de geproduceerde LNG af te nemen.



BIJLAGE 3

Verzoeker: Queensland Gas Company
Project: Silesian

Met inachtneming van bijlage 2 behorend bij artikel 1.3.1.2.b van de Mijnbouwregeling zou Verzoeker graag aan de Minister de volgende documenten (1) willen aanbieden betreffende de technische gegevens van Verzoeker en:

1. De ervaring van Verzoeker op het gebied van de exploratie van koolwaterstoffen en de productie ervan met behulp van boringen, voor wat betreft de technische uitvoering met inbegrip van:

- a. het aantal en de soort uitgevoerde boorwerkzaamheden;
- b. de omschrijving van het beheer door Verzoeker van de exploratieboringen; en
- c. het tijdsbestek waarin de werkzaamheden zijn uitgevoerd.

TECHNISCHE GEGEVENS

1.

Sinds 2000 heeft Verzoeker de volgende soorten booractiviteiten uitgevoerd in zijn vergunninggebied in het Surat-bekken:

- 70 evaluatieboringen voor CSG (A)
- 30 verkenningsboringen voor CSG (C)
- 103 boorputten voor proefproductie (D) (101 produceren CSG, 2 boorputten zijn afgesloten)
- 37 boorputten voor de exploratie van CSG
- 3 boorputten voor het monitoren van CSG.

In totaal heeft de onderneming 155.842m aan boringen verricht in zijn vergunninggebied in het Surat-bekken en hij ligt op schema voor het boren van 300 boorputten in de boekjaren die eindigen in 2009 en 2010.

De boorputten zijn geslagen door verschillende boormaatschappijen en boorploegen. Alle toezicht op de activiteiten op de boorlocaties wordt uitgevoerd door de technische medewerkers van de Verzoeker. De down hole logging en de bemonstering van de bodemformatie werden uitgevoerd door verschillende lokale en internationale ondernemingen, onder supervisie van de technici van QGC. De bevindingen worden, nadat ze eerst extern zijn geïnterpreteerd, momenteel intern verwerkt.

Tabel 12

Well Name	Tenure	Spud Date	Rig Release Date	Total Depth (m)	Rig	Well Type	Coal (m) JD CM	Coal (m) TG Ss	Coal (m) TM CM	Coal (m) WL CM	Well Status
Year 2000											
Wyalla 1	676P	7/11	16/11	121.1 2	M.R 106	E	7.27	-	-		
Argyle 1	620P	18/11	28/11	319.1 1	M.R 106	E	5.23	-	-		
Avon Downs 1	676P	5/12	10/12	188.9 3	M.R 106	E	12.82	-	-		
Pinelands 1	574P	12/12	18/1	549.8 3	M.R 106	E	29.39	1.76	9.83		S
Year 2001											
Wee Warra 1	525P	17/1	2/2	335.2 8	M.R 101	E			16.56		
Trafalgar 1	465P	17/1	14/2	193.6 0	M.R 106	E	10.60	-	-		P&A
Argyle 2	620P	19/1	6/2	306.8 0	M.R 106	E	6.95	-	-		
Roche 1	525P	3/2	11/2	213.0 0	M.R 101	E			5.00		P&A
Argyle 5	620P	8/2	21/2	390.7 0	M.R 106	E	8.61	-	-		
Ridgewood 1	621P	14/2	22/3	755.5 0	M.R 106	E	9.60	-	-		
Argyle 3	620P	23/2	20/3	378.6 5	M.R 106	E	9.91	-	-		
Argyle 4	620P	21/3	5/4	306.7 2	M.R 106	E	8.57	-	-		
Lawton 1	695P	30/3	21/4	378.6 0	M.R 106	E	11.73	-	-		P&A
Berwyndale 1	632P	7/4	25/4	422.7 2	M.R 106	E	13.65	-	-		
Aberdeen 1	621P	25/4	22/5	570.0 5	M.R 106	E	12.54	-	-		P&A
Berwyndale 2	632P	24/5	29/6	297.0 0	UDD.R 1	C	7.16	-	-		
Lawton 2	695P	5/6	21/6	296.9 3	UDD.R 1	C	4.8	-	-		P&A
Pinelands 2	574P	10/6	25/6	327.2 0	UDD.R 1	C	7.98	-	-		P&A
Bellevue 1	610P	17/6	3/7	240.0 0	UDD.R 1	C	8.79	-	-		S
McNulty 1	676P	21/6	6/7	180.1 8	UDD.R 1	C	4.24	-	-		
Broadwater 1	648P	25/6	9/7	213.1 3	UDD.R 1	C	8.12	-	-		
Bellevue 2	610P	22/8	2/9	419.3 0	M.R 108	E	14.24	-	-		S
McNulty 2	676P	4/9	16/9	449.9 5	M.R 108	E	7.87	2.34	5.65		S
Owen 1	676P	17/9	30/9	581.5	M.R 108	E	15.43	0.00	3.41		S

Pinelands 3	574P	1/10	11/10	485.5 0	M.R 108	E	13.33	-	-	S	
Woleebee Creek 1	651P	12/10	23/10	684.6 0	M.R 108	E	23.26	-	-	S	
Megan 1/1A	691P	21/10	20/12	963.2 4	M.R 107	C	9.34	-	-	P&A	
Aberdeen 2	621P	24/10	10/12	645.1 0	M.R 107	C	22.14	-	-		
Ogle Creek 1	651P	6/11	10/12	623.5 0	M.R 108	E	13.61	-	-		
Andrew 1	647P	20/11	1/2	829.8 7	M.R 107	C	13.57	-	-		
Sean 1	648P	12/12	19/12	401.4 0	M.R 108	E	19.59	0.58	-		
Year 2002											
Aberdeen 5	621P	10/4	22/4	692.5 0	C.R 16	A	17.52	0.00	-		
Aberdeen 6	621P	25/4	7/5	579.0 0	C.R 16	A	15.85	0.00	-		
Aberdeen 4	621P	9/5	16/5	682.2 6	C.R 16	A	19.81	0.00	-		
Aberdeen 3	621P	18/5	25/5	687.5 6	C.R 16	A	16.05	1.08	-		
Aberdeen 7	621P	26/5	1/6	891.0 0	C.R 16	A	17.69	0.00	-		
Andrew 2	647P	4/6	13/6	856.0 0	C.R 16	E	15.45	0.31	-		
Ryan 1	691P	13/6	12/7	857.7 9	UDD.R 1	C	10.59	0.72	2.47	P&A	
Berwyndale Sth 1	632P	14/6	19/6	537.0 6	C.R 16	A	18.66	1.32	-		
Berwyndale Sth 2	632P	21/6	26/6	659.3 5	C.R 16	A	16.86	1.23	6.30		
Berwyndale Sth 3	632P	27/6	2/7	657.0 0	C.R 16	A	14.45	1.33	5.93		
Berwyndale Sth 5	632P	2/7	11/7	662.4 1	C.R 16	A	17.00	2.99	7.19	27.2	
Berwyndale Sth 4	632P	11/7	18/7	668.0 0	C.R 16	A	13.89	1.23	6.30	21.4	
Sean 2	648P	12/7	24/7	501.3 4	UDD.R 1	C	22.64	0.25	10.15	33.0	P&A
Carla 1	695P	25/7	10/8	637.0 0	UDD.R 1	C	13.51	0.00	3.82	17.3	P&A
Year 2003											
Berwyndale Sth 6	632P	24/2	20/4	668.0 0	C.R 16	A	16.62	0.91	4.08	21.6	
Berwyndale Sth 10	632P	25/2	23/3	684.8 2	UDD.R 1	C	12.56	2.22	4.22	19.0	
Berwyndale Sth 8	632P	21/4	27/4	690.0 0	C.R 16	A	14.69	1.73	6.89	23.3	
Berwyndale Sth 12	632P	6/5	10/5	570.0 0	C.R 16	A	16.90	-	-		
Berwyndale Sth 11	632P	13/5	18/5	690.0 0	C.R 16	E	11.02	2.64	9.50	23.16	

Jammat 1	648P	3/10	25/11	690.0 3	M.R 120	C	18.33	2.19	9.06	29.58	P&A
Argyle 6	620P	22/10	15/11	671.6 4	M.R 120	C	13.32	0.25	6.71	20.28	Ming
Mamdal 1	651P	26/11	17/12	524.7 9	M.R 120	C	15.86	-	-	-	P&A
Year 2004											
Berwyndale Sth 9	PL 201	11/5	19/5	555.8 0	M.R 151	A	21.92	-	-	-	PT
Berwyndale Sth 13	PL 201	24/5	3/6	760.0 0	M.R 151	E	17.46	0.59	7.88	25.92	PT
Broadwater 1R	648P	14/10	20/10	527.9 0	M.R 120	C	-	0.00	13.13	21.25	
Kenya East 1	648P	23/10	12/11	761.7 0	M.R 120	C	21.69	0.00	1.41	23.10	
Argyle 9	620P	26/10	3/11	540.0 0	M.R 151	A	16.40	0.62	5.90	22.30	PT
Argyle 7	620P	1/11	14/11	405.9 3	M.R 140	A	16.13	-	-	-	PT
Argyle 8	620P	8/11	12/11	397.0 0	M.R 151	A	17.21	-	-	-	PT
Bellevue 1R	610P	15/11	25/11	560.2 0	M.R 120	C	8.13	3.47	9.65	17.78	
Argyle 10	620P	16/11	25/11	558.0 0	M.R 140	A	14.45	0.49	11.37	25.82	PT
Argyle 11	620P	27/11	4/12	558.0 0	M.R 140	A	17.60	1.04	6.69	24.29	PT
Lauren 1	620P	28/11	14/12	702.1 4	M.R 120	C	13.81	0.00	8.51	22.32	
Argyle 5R	620P	5/12	12/12	461.0 0	M.R 140	A	13.35	-	-	-	PT
Year 2005											
Argyle 2R	620P	8/1	14/1	590.0 0	M.R 140	A	11.58	0.31	6.02	24.53	PT
Wolleebee Creek 2	651P	17/1	14/2	680.8 0	M.R 120	C	20.48	3.55	-	-	
Lauren 2	620P	25/1	6/2	698.5 0	M.R 140	E	21.40	0.00	10.83	32.23	PT
Lauren 3	620P	11/2	21/2	713.0 0	M.R 140	E	13.59	1.90	9.72	23.25	PT
Argyle 12	620P	22/2	1/3	623.0 0	M.R 140	E	15.09	1.66	12.66	27.75	PT
Berwyndale Sth 14	PL 201	2/3	6/3	402.0 0	M.R 140	A	-	-	-	-	PT
Berwyndale Sth 39	PL 201	18/9	30/9	652.5 4	E.R 34	A	24.30	3.40	8.60	36.30	P
Berwyndale Sth 36	PL 201	1/10	13/10	671.5 0	E.R 34	D	21.55	2.10	8.81	32.46	P
Berwyndale Sth 37	PL 201	15/10	24/10	681.7 0	E.R 34	D	15.62	1.33	7.56	24.51	P
Berwyndale Sth 15	PL 201	27/10	2/11	624.0 0	E.R 34	D	16.39	2.20	4.78	21.67	P
Berwyndale Sth 30	PL 201	3/11	9/11	549.0 0	E.R 34	D	16.44	-	-	-	P
Berwyndale Sth	PL 201	10/11	16/11	530.0	E.R 34	D	23.09	-	-	-	P

29				0								
Berwyndale Sth	PL 201	17/11	22/11	654.0	E.R 34	A	15.83	0.83	8.20	24.86	P	
28				0								
Berwyndale Sth	PL 201	23/11	29/11	580.0	E.R 34	D	21.00	0.87			P	
19				0								
Berwyndale Sth	PL 201	30/11	6/12	674.0	E.R 34	D	18.49	1.75	7.31	27.55	P	
17				0								
Berwyndale Sth	PL 201	7/12	12/12	540.0	E.R 34	D	18.26	2.06			P	
18				0								
Berwyndale Sth	PL 201	14/12	18/12	644.2	E.R 34	D	21.89	1.24	11.62	34.75	P	
16				0								
Berwyndale Sth	PL 201	20/12	24/12	701.0	E.R 34	D	21.15	2.41	1.71	25.27	P	
20				0								
Berwyndale Sth	PL 201	26/12	30/12	712.0	E.R 34	D	17.88	1.13	5.31	24.32	P	
31				0								
Berwyndale Sth	PL 201	31/12	4/1	740.0	E.R 34	D	14.41	1.07	5.07	20.55	P	
33				0								
		Year 2006										
Berwyndale Sth	PL 201	6/1	11/1	739.0	E.R 34	D	16.66	1.17	6.27	24.10	P	
32				0								
Berwyndale Sth	PL 201	12/1	25/1	695.0	E.R 34	A	12.80	0.44	6.90	20.14	P	
35				0								
Berwyndale Sth	PL 201	26/1	1/2	639.0	E.R 34	D	16.14	1.54	10.30	27.98	P	
21				0								
Berwyndale Sth	PL 201	3/2	9/2	668.0	E.R 34	D	19.95	1.34	6.80	28.09	P	
24				0								
Berwyndale Sth	PL 201	10/2	16/2	640.0	E.R 34	D	21.47	2.96	7.34	31.77	P	
38				0								
Berwyndale Sth	PL 201	18/2	23/2	651.0	E.R 34	D	19.40	1.29	6.59	27.28	P	
34				0								
Berwyndale Sth	PL 201	24/2	1/3	640.0	E.R 34	D	19.11	0.65	9.54	29.30	P	
22				0								
Codie 1	620P	25/2	18/4	405.0	DC.R Rig 1	C					P&A	
				0								
Berwyndale Sth	PL 201	3/3	8/3	649.8	E.R 34	D	21.64	0.33	9.70	31.67	P	
42				0								
Berwyndale Sth	PL 201	10/3	15/3	648.0	E.R 34	D	21.94	1.29	10.37	33.99	P	
40				0								
Berwyndale Sth	PL 201	17/3	23/3	658.0	E.R 34	D	21.98	1.58	6.72	30.28	P	
46				0								
Ridgewood 2	621P	24/3	10/2	772.0	DC.R Rig 1	C	14.62	2.28	5.67	22.57	S	
				4								
Berwyndale Sth	PL 201	24/3	29/3	650.0	E.R 34	D	20.12	0.83	5.16	26.11	P	
60				0								
Berwyndale Sth	PL 201	30/3	5/4	667.0	E.R 34	D	23.14	1.97	8.51	33.62	P	
41				0								
Codie 1A	620P	12/4	4/8	786.4	DC.R Rig 1	C	17.06	1.77	6.78	23.84	S	
				9								
Berwyndale Sth	PL 201	13/6	28/6	636.0	I Rig 2	D	16.83	0.00	4.82	21.65	P	
26				0								
Berwyndale Sth	PL 201	20/8	27/8	715.0	E.R 34	D	13.47	2.58	9.96	26.01	P	
58				0								
Bellevue 3	610P	30/8	5/9	534.0	E.R 34	A	18.96	0.21	15.65	34.82	PT	
				0								
Bellevue 4	610P	6/9	11/9	553.0	E.R 34	A	19.39	0.77	10.02	29.41	PT	

Bellevue 5	610P	12/9	17/9	533.0 0	E.R 34	A	19.50	0.33	10.89	30.39	PT
Berwyndale 2R	632P	18/9	4/10	610.0 0	DC.R Rig 1	C	13.27	1.55	5.51	20.33	S
Bellevue 7	610P	19/9	24/9	540.0 0	E.R 34	A	22.43	2.28	10.12	34.83	PT
Bellevue 6	610P	25/9	30/9	520.0 0	E.R 34	A	22.48	0.90	9.97	33.35	PT
Berwyndale 3	632P	2/10	16/10	615.0 0	E.R 34	A	17.53	1.46	6.35	25.34	PT
Aberdeen 8	621P	20/10	26/10	839.0 0	E.R 34	A	18.00	2.00	9.10	29.10	PT
Wolsebee Creek 3	651P	30/10	19/2/07	955.0 0	DC.R Rig 2	A	24.30	0.00	8.00	41.20	PT
Kenya East 2	648P	30/10	4/11	740.0 0	E.R 34	E	21.63	8.90	7.82	29.45	PT
Berwyndale Sth 62	PL 201	31/10	5/11	671.0 0	ADS Rig 6	D	17.25	0.60	8.29	26.14	P
Berwyndale Sth 49	PL 201	6/11	14/11	689.5 7	ADS Rig 6	D	15.81	0.14	7.27	23.92	P
Kenya 1	PL 228	8/11	13/11	743.0 0	E.R 34	E	14.61	0.84	9.48	24.23	PT
Kenya 19	PL 228	17/11	22/11	667.0 0	E.R 34	D	15.05	0.18	7.86	24.57	P
Berwyndale Sth 52	PL 201	19/11	24/11	665.0 0	ADS Rig 6	D	16.48	0.60	6.66	23.74	P
Kenya 16	PL 228	23/11	27/11	677.0 0	E.R 34	D	14.06	1.04	9.49	24.59	P
Kenya 15	PL 228	29/11	4/12	687.0 0	E.R 34	D	12.12	3.08	8.61	23.81	P
Kenya 17	PL 228	4/12	9/12	678.0 0	E.R 34	D	15.15	1.21	8.55	24.91	P
Kenya 18	PL 228	9/12	13/12	687.0 0	E.R 34	D	18.00	0.60	9.54	28.14	P
Kenya 11	PL 228	14/12	19/12	697.0 0	E.R 34	D	11.81	3.36	8.74	23.91	P
Kenya 10	PL 228	20/12	7/1	716.0 0	E.R 34	D	13.26	3.29	6.88	20.14	P
Year 2007											
Berwyndale Sth 54	PL 201	8/1	15/1	696.5 3	ADS Rig 6	D	17.35	0.63	4.79	22.99	P
Kenya 8	PL 228	8/1	14/1	688.0 0	E.R 34	D	18.81	0.85	6.42	25.86	P
Kenya 9	PL 228	14/1	19/1	688.0 0	E.R 34	D	16.50	2.97	7.73	27.20	P
Berwyndale Sth 56	PL 201	18/1	24/1	715.3 0	ADS Rig 6	D	11.29	2.40	7.79	21.77	P
Kenya 7	PL 228	20/1	25/1	672.0 0	E.R 34	D	15.44	3.31	6.90	25.65	P
Berwyndale Sth 57	PL 201	26/1	30/1	706.1 9	ADS Rig 6	D	11.15	3.70	5.16	20.01	P
Kenya 3	PL 228	27/1	1/2	735.5 9	E.R 34	A	12.45	1.61	11.39	25.45	PT
Kenya 2	PL 228	2/2	7/2	735.0	E.R 34	A	15.29	0.98	10.00	26.27	PT

Kenya 4	PL 228	8/2	12/2	735.0 0	E.R 34	A	13.35	0.00	12.33	25.68	PT
Kenya 5	PL 228	9/3	13/3	734.7 9	E.R 34	A	19.31	0.21	10.56	30.08	PT
Berwyndale 4	632P	11/3	16/3	615.4 8	DC.R Rig 2	A	17.90	0.12	6.01	24.03	PT
Berwyndale Sth 43	PL 201	16/3	20/3	649.0 0	E.R 34	D		0.60	8.28	28.60	P
Berwyndale 5	632P	17/3	24/3	612.5 0	DC.R Rig 2	A	23.50	0.11	6.96	30.57	PT
Berwyndale Sth 50	PL 201	21/3	25/3	673.0 0	E.R 34	D	17.31	1.58	9.09	27.98	P
Berwyndale 7	632P	25/3	29/3	635.0 0	DC.R Rig 2	A	12.99	0.39	5.00	18.38	PT
Berwyndale Sth 47	PL 201	27/3	31/3	776.0 0	E.R 34	D	17.23	1.08	9.02	27.33	P
Berwyndale 6	632P	31/3	4/4	635.0 0	DC.R Rig 2	A	17.07	0.37	8.13	25.57	PT
Kenya 6	PL 228	3/4	7/4	702.0 0	E.R 34	D	15.10	1.31	8.88	25.59	P
Kenya 20	PL 228	9/4	14/4	702.0 0	E.R 34	D	11.14	1.55	6.86	19.55	P
Berwyndale Sth 66	PL 201	13/4	17/4	627.5 5	DC.R Rig 2	D	17.91	0.16	8.34	26.41	P
Kenya 13	PL 228	17/4	21/4	688.0 0	E.R 34	D	10.40	2.73	7.83	20.96	P
Berwyndale Sth 67	PL 201	18/4	23/4	636.6 9	DC.R Rig 2	D	18.70	0.28	8.97	27.95	P
Kenya 14	PL 228	22/4	26/4	687.0 0	E.R 34	D	12.53	1.53	8.10	22.16	P
Berwyndale Sth 68	PL 201	24/4	4/5	636.5 9	DC.R Rig 2	D	21.05	0.34	10.43	31.82	P
Kenya 12	PL 228	27/4	1/5	696.0 0	E.R 34	D	12.96	0.95	11.12	25.03	P
Kenya 21	PL 228	2/5	7/5	658.0 0	E.R 34	D	17.45	0.98	6.70	25.13	P
Berwyndale Sth 64	PL 201	5/5	24/5	624.7 0	DC.R Rig 2	D	17.96	0.00	5.98	23.94	P
Argyle 14	PL 179	8/5	12/5	677.0 0	E.R 34	D	17.69	0.35	6.44	24.48	P
Kenya 23	PL 228	14/5	17/5	674.0 0	E.R 34	D	16.41	1.50	6.85	24.76	P
Argyle 13	PL 179	18/5	22/5	668.0 0	E.R 34	D	16.21	0.91	8.81	25.93	P
Kenya East 3	648P	24/5	2/6	734.0 0	E.R 34	E	16.94	1.66	12.75	31.35	PT
Berwyndale Sth 63	PL 201	25/5	31/5	634.7 8	DC.R Rig 2	D	18.80	0.72	7.99	27.51	P
Berwyndale Sth 65	PL 201	1/6	7/6	625.7 4	DC.R Rig 2	D	20.68	0.68	5.32	26.68	P
Argyle 15	PL 179	4/6	8/6	667.0 0	E.R 34	D	16.11	2.47	6.35	24.93	P
Berwyndale Sth 48	PL 201	12/6	16/6	709.0 0	E.R 34	D	17.19	2.33	10.38	29.90	P

Ridgewood 3	621P	20/6	28/6	635.0 0	E.R 34	A	17.06					PT
Ridgewood 4	621P	30/6	6/7	525.0 0	E.R 34	A	6.00+					PT
Berwyndale M 4	632P	3/7	6/7	571.0 0	DC.R Rig 2	M	17.79	0.80	5.38	23.17		Ming
Berwyndale Sth 84	PL 201	7/7	13/7	721.0 0	DC.R Rig 2	D	19.52	2.67	7.16	29.35		P
Codie 2	620P	9/7	15/7	831.0 0	E.R 34	E	20.05	3.78	7.04	30.85		PT
Berwyndale Sth 78	PL 201	14/7	20/7	762.8 1	DC.R Rig 2	D	19.17	1.06	5.62	25.85		P
Codie 3	620P	16/7	22/7	832.0 0	E.R 34	A	14.20	1.14	4.62	19.96		PT
Berwyndale Sth 83	PL 201	21/7	25/7	744.5 3	DC.R Rig 2	D	22.68	1.02	5.88	29.58		P
Codie 4	620P	23/7	27/7	839.0 0	E.R 34	A	13.34	1.57	6.14	21.05		PT
Berwyndale Sth 90	PL 201	26/7	31/7	689.7 2	DC.R Rig 2	D	22.06	2.15	7.14	31.35		P
Codie 5	620P	28/7	2/8/08	830.0 0	E.R 34	A	15.28	1.46	5.13	21.87		PT
Berwyndale Sth 89	PL 201	1/8	6/8	747.0 0	DC.R Rig 2	D	18.49	1.26	7.26	27.01		P
Codie 6	620P	4/8	9/8	840.0 0	E.R 34	A	9.52	3.13	11.85	24.50		PT
Berwyndale Sth 92	PL 201	6/8	11/8	680.5 3	DC.R Rig 2	D	15.42	0.08	10.16	25.66		P
Lauren 4	620P	10/8	14/8	682.0 0	E.R 34	A	18.35	0.39	7.33	28.07		PT
Berwyndale Sth 96	PL 201	12/8	16/8	691.0 0	DC.R Rig 2	D	18.04	0.61	6.83	25.48		P
Lauren 8	620P	15/8	19/8	672.0 0	E.R 34	A	14.42	0.31	8.81	23.54		PT
Berwyndale Sth 91	PL 201	16/8	20/8	691.0 0	DC.R Rig 2	D	17.41	0.89	6.42	24.72		P
Lauren 7	620P	21/8	25/8	702.0 0	E.R 34	A	12.59	0.00	7.12	19.71		PT
Lauren 5	620P	27/8	30/8	702.0 0	E.R 34	A	19.91	0.28	8.93	29.12		PT
Berwyndale Sth 82	PL 201	28/8	3/9	771.9 8	DC.R Rig 2	D	19.08	0.72	5.62	25.42		P
Lauren 6	620P	31/8	8/9	692.0 0	E.R 34	A	17.16	0.25	9.51	26.92		PT
Berwyndale Sth 88	PL 201	4/9	8/9	754.0 0	DC.R Rig 2	D	17.12	0.98	4.93	23.03		P
Berwyndale Sth 77	PL 201	8/9	12/9	795.0 0	DC.R Rig 2	D	20.87	2.26	7.03	30.15		P
Berwyndale Sth 72	PL 201	13/9	19/9	824.0 0	DC.R Rig 2	D	18.21	1.81	4.19	24.21		P
Argyle 35	PL 229	14/9	19/9	616.0 0	E.R 34	D	8.01	0.21	13.11	21.33		P
Berwyndale Sth 76	PL 201	19/9	25/9	817.0 0	DC.R Rig 2	D	20.99	0.48	5.79	27.26		P
Argyle 34	PL 229	20/9	24/9	625.0	E.R 34	D	14.43	0.83	10.92	26.18		P

Berwyndale Sth 70	PL 201	25/9	30/9	0 846.3 1	DC.R Rig 2	D	17.38	1.36	5.89	24.63	P
Argyle 28	PL 229	25/9	29/9	0 635.0 0	E.R 34	D	13.24	1.65	14.93	29.82	P
Aberdeen 2R	621P	27/9	18/10	0 795.0 0	DC.R Rig 3	C					S
Argyle 23	PL 179	30/9	4/10	0 664.0 0	E.R 34	D	17.77	0.11	9.34	27.22	P
Berwyndale Sth 71	PL 201	1/10	5/10	0 844.0 0	DC.R Rig 2	D	18.38	1.66	5.77	25.81	P
Argyle 16	PL 179	5/10	9/10	0 654.0 0	E.R 34	D	17.99	1.86	10.28	30.13	P
Berwyndale Sth 81	PL 201	6/10	11/10	0 808.9 2	DC.R Rig 2	D	16.67	1.62	4.47	22.76	P
Argyle 24	PL 179	10/10	14/10	0 644.0 0	E.R 34	D	10.85	1.54	6.53	18.92	P
Berwyndale Sth 80	PL 201	12/10	17/10	0 822.0 0	DC.R Rig 2	D	18.18	1.04	1.90	21.12	P
Argyle 31	PL 179	15/10	19/10	0 654.0 0	E.R 34	D	12.73	2.31	8.25	23.29	P
Berwyndale Sth 75	PL 201	17/10	22/10	0 830.0 0	DC.R Rig 2	D	19.46	0.41	4.88	24.75	P
Argyle 32	PL 179	20/10	23/10	0 644.0 0	E.R 34	D	11.39	1.99	10.46	23.84	P
Berwyndale Sth 74	PL 201	22/10	26/10	0 843.0 0	DC.R Rig 2	D	15.21	0.37	2.50	18.08	P
Argyle 39	PL 179	24/10	28/10	0 640.0 0	E.R 34	D	16.43	2.14	12.86	31.43	P
Berwyndale Sth 79	PL 201	27/10	31/10	0 839.0 0	DC.R Rig 2	D	19.18	0.73	3.73	23.64	P
Argyle 19	PL 179	29/10	2/11	0 673.0 0	E.R 34	D	12.01	1.92	7.29	21.22	P
Berwyndale Sth 85	PL 201	1/11	5/11	0 834.0 0	DC.R Rig 2	D	24.42	2.25	4.49	31.16	P
Poppy 1	648P	1/11	17/12	0 750.3 5	DC.R Rig 3	C	31.92	0.00	16.56	48.48	S
Argyle 18	PL 179	4/11	8/11	0 635.0 0	E.R 34	D	15.15	0.95	10.43	26.53	P
Berwyndale Sth 86	PL 201	5/11	10/11	0 816.0 0	DC.R Rig 2	D	19.31	0.44	7.97	27.72	P
Lauren M 1	620P	9/11	16/11	0 789.0 0	E.R 34	M	12.72	1.19	9.63	23.54	Ming
Berwyndale Sth 87	PL 201	11/11	15/11	0 779.0 0	DC.R Rig 2	D	15.50	1.86	5.77	23.13	P
Berwyndale Sth 99	PL 201	16/11	20/11	0 744.9 9	DC.R Rig 2	D	17.95	2.10	7.59	27.64	P
Kate M 1	PL 228	18/11	24/11	0 808.0 0	E.R 34	M	12.76	1.47	8.63	22.86	Ming
Jen 1	648P	18/11	29/1/08	0 576.6 7	DC.R Rig 3	C	13.53	0.94	16.76	31.23	S
Berwyndale Sth 95	PL 201	20/11	24/11	0 770.0 0	DC.R Rig 2	D	13.30	2.33	5.93	21.56	P
Berwyndale Sth 101	PL 201	25/11	28/11	0 769.0 0	DC.R Rig 2	D	8.81	4.91	7.41	21.13	P

Argyle 20	PL 179	26/11	29/11	654.0 0	E.R 34	D	10.91	3.06	11.44	25.41	P
Bellevue 16	610P	30/11	3/12	507.0 0	DC.R Rig 2	A	22.31	0.59	9.84	32.74	PT
Argyle 27	PL 179	30/11	4/12	625.0 0	E.R 34	D	14.27	0.85	11.20	26.32	P
Bellevue 14	610P	4/12	8/12	525.0 0	DC.R Rig 2	A	19.78	1.06	2.71	23.55	PT
Argyle 22	PL 179	5/12	11/12	652.0 0	E.R 34	D	10.97	0.81	11.51	23.29	P
Bellevue 12	610P	8/12	14/12	562.0 0	DC.R Rig 2	A	25.84	0.00	10.79	36.63	PT
Argyle 21	PL 179	12/12	18/12	653.0 0	E.R 34	D	12.17	4.40	11.35	27.92	P
Year 2008											
Myrtle 1	621P	5/1	14/1	857.0 0	E.R 34	E	17.54	2.10	6.40	26.15	S
Bellevue 11	610P	7/1	11/1	534.7 7	DC.R Rig 2	A	24.11	0.00	11.72	35.83	PT
Bellevue 10	610P	12/1	23/1	553.0 0	DC.R Rig 2	A	19.57	0.23	14.17	33.97	PT
Michelle 1	648P	14/1	26/2	804.4 9	DC.R Rig 3	C	35.26	1.51	9.30	46.07	S
Codie 8	620P	17/1	21/1	836.0 0	E.R 34	A	12.44	1.84	7.46	21.74	PT
Codie 10	620P	22/1	26/1	827.0 0	E.R 34	A	20.53	1.79	11.64	33.96	PT
Bellevue 8	610P	23/1	27/1	544.0 0	DC.R Rig 2	A	16.73	1.71	13.02	31.46	PT
Codie 9	620P	27/1	31/1	846.0 0	E.R 34	A	9.63	0.73	6.28	16.64	PT
Bellevue 9	610P	28/1	1/2	562.0 0	DC.R Rig 2	A	16.56	0.00	11.30	27.86	PT
Lauren 48	620P	1/2	5/2	808.0 0	E.R 34	A	15.04	2.85	10.13	28.02	PT
Jordan 1	648P	2/2	12/2	580.0 0	DC.R Rig 2	E	14.77	0.69	8.15	23.61	S
Sean 4	648P	9/2	12/2	501.0 0	E.R 34	A	17.28	1.05	6.33	25.14	PT
Bellevue 13	610P	13/2	18/2	525.0 0	DC.R Rig 2	A	19.72	0.70	9.55	29.97	PT
Sean 3	648P	14/2	20/2	518.0 0	E.R 34	A	15.65	0.00	13.14	28.79	PT
Bellevue 17	610P	18/2	24/2	534.0 0	DC.R Rig 2	A	17.74	0.87	6.89	25.50	PT
Maire Rae 1	621P	23/2	2/3	884.0 0	E.R 34	E	17.12	0.15	5.94	23.21	S
Bellevue 15	610P	24/2	4/3	527.0 0	DC.R Rig 2	A	18.66	2.16	13.04	33.86	PT
Matilda-John 1	620P	3/3			DC.R Rig 3	C					
Teviot 1	621P	4/3	13/3	932.0 0	E.R 34	E	17.18	0.40	8.33	25.91	
Woleebee Creek 4	651P	7/3	14/3	891.0 0	DC.R Rig 2	A	29.80	2.94	9.51	42.25	

Woleebee Creek 5	651P	14/3		901.0 0	DC.R Rig 2	A			
Jan 2	648P	15/3		625.0 0	E.R 34	E			
Ridgewood 5	621P	27/3	31/03	693.0 0	E Rig 2 34	A	12.28	3.36	
Woleebee Creek 7	651P	28/3	10/04	927.4 7	DC.R Rig 2	A	24.33	1.90	6.92
1st Qrt 2007	30								
2nd Qrt 2007	30								
3rd Qrt 2007	22								

WELL TYPE
 E: Exploration
 A: Appraisal
 C: Core
 D: Development
 M: Monitor
WELL STATUS
 P: Production
 PT: Production testing
 S: Suspended
 M: Monitoring
 P&T Plugged & Abandon

Verzoeker: Queensland Gas Company
Project: Silesian

Met inachtneming van bijlage 2' behorend bij artikel 1.3.1.2.b van de Mijnbouwregeling zou Verzoeker graag aan de Minister de volgende documenten (2) willen aanbieden betreffende seismische en exploratieactiviteiten in Nederland:

(2) Seismische en exploratieactiviteiten

Tot op heden heeft QGC geen exploratieactiviteiten uitgevoerd op het grondgebied van Nederland, noch op het vasteland, noch offshore. De enige activiteiten die de onderneming in Nederland heeft uitgevoerd betreffen het verzamelen van de eerste gegevens in verband met het project en overleg over administratieve vereisten.

Voor het ontwikkelen van de steenkoolgasvelden in Queensland moest de onderneming oude seismische gegevens opnieuw interpreteren en onderzoekt zij momenteel hoeveel seismisch onderzoek in de toekomst verricht zal moeten worden ten behoeve van de ontwikkeling van het vergunninggebied van de onderneming.

Omdat er geen steenkool gewonnen wordt in het vergunninggebied van Verzoeker, moest de onderneming ondergrondse modellen ontwikkelen en interpretatietechnieken voor het beschrijven van de omvang van de steenkoolvoorkomens en de structuur ervan. Deze werkzaamheden worden intern door zijn geologen uitgevoerd. Naarmate het boorprogramma zich in de loop van de jaren heeft uitgebreid en veel van de recente booractiviteiten voor de bestaande boorgaten zijn afgerond, is de verkregen informatie over de aanwezige reservoïrs opgenomen in het geologische model. Dit maakte, door het verkleinen van het risico van onbekende afwijkingen in het reservoir, een nauwkeurige voorspelling mogelijk van de te verwachten productievolumes uit nieuwe velden. Dit bevorderde de lange-termijnplanning van de productie en van de daarmee samenhangende zakelijke overeenkomsten.

De aanwezige hoeveelheden aan CSG die zich in het vergunninggebied van de onderneming bevinden zijn bepaald met behulp van exploratieactiviteiten, terwijl de selectie en verwerking van monsters van het gas (steenkool) worden uitgevoerd door de eigen technici. De analyses worden uitgevoerd door externe gespecialiseerde laboratoria. De productiehoeveelheden op basis van de exploraties en de beschrijving van de voorraden worden vervolgens onafhankelijk beoordeeld door een onafhankelijk extern expertisebureau.

Het exploratiebudget van Verzoeker voor zijn vergunninggebied in het Surat-bekken in het boekjaar dat eindigt op 30 juni 2008 bedraagt 56 miljoen AUD. Het totale exploratiebudget (inclusief de inbreng door partners in joint ventures) voor het vergunninggebied in dezelfde periode is 77 miljoen AUD.

Verzoeker: Queensland Gas Company
Project: Silesian

Met inachtneming van bijlage 2 behorend bij artikel 1.3.1.2.b van de Mijnbouwregeling zou Verzoeker graag aan de Minister de volgende documenten (3) willen aanbieden betreffende de huidige productiehoeveelheden steenkoolgas van Verzoeker:

(3) Productie van de Verzoeker

Momenteel levert Verzoeker bijna 15% van het gas dat verbruikt wordt in de staat Queensland, wat neerkomt op 32,9 PJ steenkoolgas per jaar. Sinds de eerste commerciële levering van gas aan CS Energy in mei 2006 zijn de verkopen van de onderneming toegenomen van 4,05 PJ in het halfjaar dat eindigt in december 2006 tot 10,06 PJ in het halfjaar tot december 2007. De onderneming heeft langlopende contracten voor de levering van gas aan CS Energy, het Braemar Power Project en Incitec Pivot Limited. Begin 2009 zal de onderneming aanvangen met de levering aan zijn eigen Condamine Power Station en hij beschikt al over contracten betreffende 66% van de productie van de centrale in de eerste drie jaar. Het samenwerkingsverband voor de export van LNG met de BG Group omvat nogmaals 190 PJ per jaar vanaf 2013.



BIJLAGE 4

Verzoeker: Queensland Gas Company

Project: Silesian

Met inachtneming van artikel 1.3.1.2.C van de Mijnbouwregeling zou Verzoeker graag aan de Minister het volgende document willen aanbieden betreffende de activiteiten die uitgevoerd dienen te worden in de loop van het Project.

Programma van exploratiewerkzaamheden

Het programma van exploratiewerkzaamheden voor het Project is opgesteld met het oog op een nauwkeurige beoordeling en beproeving van de Westfaalse steenkoollagen met behulp van een set aangepaste, in eigen beheer verkregen exploratieparameters. De Verzoeker heeft zijn oorspronkelijke parameterwaarden, die dienen te worden aangepast voor de Europese steenkool uit het Carboon, met succes gebruikt voor de exploratie en productie van steenkoolgas (CSG) uit de steenkool van de Jurassic Walloon Subgroep. Gelijktijdig zal de Verzoeker vraagstukken bestuderen op het terrein van het milieu, de regelgeving, de boorvoorzieningen en bovengrondse installaties om ervoor te zorgen dat deze voldoen aan de Nederlandse en EU-wetgeving.

Het exploratieprogramma kan alleen succesvol zijn indien al deze compliance-vraagstukken in de beschouwing worden betrokken en de uitvoering van de commerciële tests kan worden voltooid. De toegankelijkheid van boorlocaties, het gebruik maken van erfdienstbaarheden en lokale milieuvraagstukken zijn van groot belang bij de voortgang van het exploratietestprogramma en, uiteindelijk, bij de realisatie van het productieplan.

Tijdschema voor programma van werkzaamheden

Het voorgestelde programma van werkzaamheden vormt een dynamisch document; de tijdsplanning van bepaalde onderdelen wordt bepaald door het slagen of falen van de ermee verbonden onderzoekswerkzaamheden. Deze kritische factoren kunnen het tijdschema voor het programma versnellen of vertragen.

Het programma is onderverdeeld in twee onderscheiden fasen:

1. Exploratieprogramma

a) Bestuderen van de geologie en bestaande gegevens (boorputten, seismisch onderzoek etc.) met betrekking tot:

- structuur van de steenkoolvoorkomens; hoeveelheden en kwaliteit;
- eigenschappen van het reservoir;
- informatie over de hoeveelheden steenkool waaraan gas onttrokken kan worden;

- aanwezige hoeveelheden gas;
- mate waarin het gas kan worden onttrokken; en
- ter plaatse heersende druk.

b) Uitvoering van een boorprogramma voor steenkoolverkenning ter bepaling van:

- hoeveelheid en kwaliteit van de steenkool;
- hoeveelheid en kwaliteit van het gas;
- mate van verzadiging met gas;
- doorlaatbaarheid.

2. Evaluatieboorprogramma

a) Uitvoering van een proefboorprogramma ter verificatie van:

- de hoeveelheid steenkool; en
- de doorlaatbaarheid.

b) Uitvoering van een pilottestprogramma voor:

- het verifiëren van het productiepotentieel, en
- het optimaliseren van de ontwikkelstrategie.

Na het met succes afronden van de laatste fase zal QGC een compleet ontwikkelingsplan voor het project presenteren dat de installatie omvat van de infrastructuur en de levering van commerciële hoeveelheden steenkoolgas.

De exploratiefase zal gebruikt worden om te bepalen welke de locaties zijn met de meeste en de makkelijkst bereikbare steenkool. Het is waarschijnlijk dat deze zich bevinden in de gebieden de Peel en de Achterhoek. Deze gebieden bevatten de minst diep liggende steenkolen in het vergunninggebied. Er zijn daar ook aanwijzingen voor typische kenmerken van CSG-vorming: steenkool onder grote druk en nabijheid van conventionele gasvoorkomens. De Peel en de Achterhoek bezitten voorts de grootste dichtheid aan stratigrafische boorputten (geboord tijdens de steenkoolexploratieperiode die eindigde in de jaren 1960) en vormen daarom de gebieden met het laagste risico voor een start van de werkzaamheden. In elk van deze regio's kunnen potentiële boorlocaties aangewezen en vervolgens beproefd worden, overeenkomstig het schema van werkzaamheden voor Fase 2.

Tijdens de uitvoering van het evaluatieprogramma zal het beoordelingsonderzoek van de geologische gegevens van Fase 1 worden uitgebreid naar de rest van het projectgebied teneinde meer geschikte boorlocaties aan te wijzen voor het lopende boorprogramma voor steenkoolverkenning en/of de evaluatieboringen naar CSG (Fase 2).

Afhankelijk van de verkregen gegevens uit het geologisch bureau-onderzoek en uit de geologische verkenningen in het veld, zullen meer putten geboord worden voor het aanvullen van de database met boorgegevens voor het Project.

Het hieronder volgende programma geeft een overzicht van de benodigde werkzaamheden voor het beoordelen van de eventuele voorraden CSG in het vergunninggebied. Voor het beoordelen van de mogelijke voorraden CSG in het Surat-bekken heeft de Verzoeker 22 verkenningboringen, 28 boringen voor exploratie en 25 evaluatieboringen verricht en 23 boorputten voor proefproductie geslagen (98 boorputten in een tijdsbestek van 66 maanden) voordat de eerste commerciële leveranties van steenkoolgas in 2006 konden worden gerealiseerd.

FASE 1 – BEOORDELING VAN HET POTENTIEEL AAN STEENKOOLGAS

Maanden 1 tot 12: Inrichting organisatie door de onderneming, periode voor verzamelen van technische informatie

Omdat de Verzoeker in Australië is gevestigd, zal een periode van 6 maanden nodig zijn voor de samenstelling en uitrusting van het technische team in Nederland. De eerste activiteitenperiode zal worden besteed aan het verzamelen van historische gegevens voor het beoordelen van het vergunninggebied en het bepalen waar aanvullende informatie, zoals seismisch onderzoek en stratigrafische boringen vereist is. Dit is erop gericht een grondig inzicht te verkrijgen in de geologische kenmerken van het vergunninggebied. De vereiste informatie omvat:

- gemiddelde diepte waarop de steenkoollagen zich bevinden;
- strekking en helling van de Westfaalse sedimenten;
- geschatte drukgradiënt in het reservoir;
- gemiddelde dikte van de beoogde steenkoollagen;
- frequentie van splijt- en breukvlakken;
- verzadigingsgraad van het reservoir;
- globale afzetting van de steenkool;
- sterkte van drukvelden en hun oriëntatie; en
- aanwezigheid van afsluitende Zechstein-zoutlagen.

De bronnen voor deze informatie omvatten:

- logs van bestaande boorputten;
- boorkernen gewonnen uit boorputten;
- gegevens uit boorputten/mijnschachten over o.m. dikte steenkool, gegevens gasemissie, evaluatie van het gasgehalte;
- seismische gegevens;
- informatie over gedolven steenkool;
- bestudering luchtfoto's;
- gepubliceerde regionale geologische studies; en
- regelgevende (mijnbouw/milieu) en -handhavende instanties.

Maanden 12 tot 16: Periode voor technische interpretatie

Met behulp van deze informatie zal de Verzoeker de laagwaardige en economisch oninteressante gedeelten schrappen uit het Projectgebied en een kwalitatieve ordening aanbrengen in de hoogwaardiger locaties. Sommige gegevens uit de bronnen zullen niet in digitale vorm beschikbaar zijn en het zal aanzienlijke inspanningen vergen om deze om te zetten in een bruikbare vorm. De gegevens zullen worden geïnterpreteerd met behulp van een voor dit doel opgesteld geologisch model van het CSG in het projectgebied. Dit biedt de onderneming de mogelijkheid de in eerste instantie veelbelovende en weinig riskante productie-fairways voor CSG aan te wijzen en dienovereenkomstig een prioriteitstelling te vervaardigen voor de boorwerkzaamheden.

Maanden 16 tot 28: Period voor opzetten administratie van verkenningsboringen en boorwerkzaamheden

Op grond van de interpretatie van de gegevens met behulp van het geologisch model van de CSG, zullen in het geselecteerde gebied(en) verkenningsboringen worden uitgevoerd voor het ter plaatse verzamelen van gegevens over de eigenschappen van de betreffende reservoirs. Deze boorfase zal naar verwachting 18 maanden bedragen, vanaf het verkrijgen van de boorvergunning tot en met de verzameling van de gegevens uit de boorputten.

Het aantal te boren putten is afhankelijk van het geologisch model en van de informatie die vereist is voor de aanvulling ervan. De globale winningsmethoden dienen te worden vastgesteld zodat aanbevelingen kunnen worden opgesteld met het oog op de belangrijkste eigenschappen van de reservoirs van minerale voorkomens. Deze betreffen:

- gasgehalte;
- oorsprong van het gas;
- desorptie-isotherm;
- netto dikte van steenkool laag;
- plaatselijke drukgesteldheid;
- waterverzadigingsgraad; en
- vloeistofgevoeligheid.

De voornaamste eigenschappen zijn de drempelwaarde voor het gasgehalte, de drempelwaarde voor de doorlaatbaarheid en de plaatselijke actieve drukgesteldheid. Aanvankelijk zullen er in de hoogwaardige gebieden enkelvoudige of meervoudige boorputten worden geslagen, waarbij als belangrijkste gegevens worden verzameld:

- hoogwaardige loggegevens uit boorgaten door potentieel gashoudende zones;
- boorkernen uit de potentieel gashoudende zones;
- onttrekking van water uit de bodemformatie; en
- meting van druk en drukoriëntatie ter plaatse.

Maanden 28 tot 36: Analyse van het desorptievermogen van de steenkool en van boorkernen

Voor het uitvoeren van tests en onderzoek in het laboratorium van de verkregen boorkernen uit de steenkollagen ter bepaling van de eigenschappen van het CSG zijn ten minste 12 maanden nodig. De canister tests van de steenkool vergen de meeste tijd voor het verkrijgen van resultaten en er zal in Amerikaanse en Australische laboratoria onderzoek uitgevoerd moeten worden naar de vloeistofgevoeligheid van de steenkool. De oorsprong en de ontstaanscyclus van het gas zullen worden bestudeerd; dit is van groot belang voor de toekomstige ontwikkeling van het project aangezien de aanwezige hoeveelheid van het CSG kan variëren afhankelijk van de structurele setting.

FASE 2 – BEOORDELING VAN HET PRODUCTIEPOTENTIEEL

Maanden 36 tot 48: Boren pilot-boorputten, technische en administratieve procedures

Nadat de gegevens uit de verkenningsputten zijn geïnterpreteerd, zal onderzoek worden gedaan naar de parametrische waarden ter bepaling van de risico's in verband met het uitvoeren van een pilottestprogramma. De planning van de pilottesten wordt op grond van deze informatie opgesteld; de tests bestaan gewoonlijk uit een programma van drie (3) boorputten die de basis vormen voor een kleinschalige ontwikkeling van het project.

In dit stadium zullen de milieu- en compliance-studies die parallel aan Fase 1 zijn uitgevoerd, afgerond zijn en de resultaten zullen worden geïntegreerd in de planning van de pilottests. Het streven is de administratieve procedures en inspraak van de bevolking op te nemen in de planning van het pilotprogramma. Verwacht wordt dat het verwervingsproces voor de vergunning voor de proefproductieinstallatie 18 tot 24 maanden zal duren. Gedurende dit tijdsbestek dienen de vraagstukken inzake de vereisten voor de bovengrondse installaties en de praktische uitvoering te worden opgelost en een planning te worden gemaakt voor het toegankelijk maken van en de bouwwerkzaamheden op de locaties. De voornaamste parameters voor het programma zijn:

- doorlaatbaarheid;
- gasgehalte;
- drainagegebied;
- relatieve doorlaatbaarheid;
- kenmerken van de vloeistofgevoeligheid;
- kwaliteit en distributie van de steenkool;
- vereiste stimuleringstechnieken;
- opties voor eindafwerking van putten; en
- (her)gebruik van opgepompt water

Maanden 48 tot 60: Eindafwerking en testen van de putten voor proefproductie, certificering van aanwezige reserves

Wanneer de formaties eenmaal in productie zijn gebracht, zal een lange proefperiode worden doorlopen ten behoeve van de registratie van reserves en het opstellen van productiemodellen voor het project op de langere termijn.

De resultaten van het pilotonderzoek, dat naar verwachting ten minste acht maanden zal vergen, zullen de gegevens opleveren die nodig zijn voor het afronden van het onderzoek naar de productiemogelijkheden. Dit onderzoek dient voor het bepalen van:

- de tijd gedurende welke gebruik wordt gemaakt van de productievergunning;
- de dagproductiehoeveelheden voor het project; en
- de afnamecurve voor het meten van de levensduur van het productieveld.

Gedurende de proefproductieperiode zal onderzoek worden gedaan naar de haalbaarheid, de toegankelijkheid van locaties, de verwerking van opgepompt water en de commerciële exploitatie van het Project ter ondersteuning van het goedkeuringsproces voor de vergunning en de roll-out van het productietraject. Indien nodig kunnen extra boorputten worden geslagen ten behoeve van het bepalen van de aanwezige minerale bronnen.

Silesian Project: Overzicht tijdplanning

Exploratiefase	Gepland tijdsbestek
Samenstellen teams en verzamelen technische informatie	12 maanden
Periode voor technische interpretatie	4 maanden
Administratie verkenningsboringen en uitvoeren boringen	12 maanden
Analyse desorptiekenmerken van steenkool en boorkemen	8 maanden
Technische en administratieve procedures t.b.v. pilotboringen	12 maanden
Eindafwerking en testen proefproductieputten	12 maanden
Totaal	60 maanden (5 Jaar)

Tabel 13 Tijdschema Project

Het budget voor het exploratieprogramma zal naar verwachting variëren tussen €10 miljoen en €15 miljoen. Dit is grotendeels afhankelijk van het aantal benodigde boorputten en de omvang van het seismisch onderzoek en herinterpretatiewerkzaamheden.

Het benodigde personeel voor de uitvoering van het exploratieprogramma zal ter plaatse tewerk worden gesteld, maar aanvankelijk een opleiding krijgen op de exploratie-, ontwikkelings- en productiefaciliteiten van Verzoeker in Queensland, Australië. Zonodig kan leidinggevend personeel vanuit Australië gedetacheerd worden bij het programma en kan er extra technische ondersteuning beschikbaar worden gesteld vanuit het netwerk van internationale specialisten waarvan de Verzoeker regelmatig gebruikmaakt.