Provided that Rallen and MLPPL and their respective directors will receive parliamentary privilege in relation to the attached correspondence, I am instructed to attach letters from Squire Patton Boggs, solicitors for Tamboran and Sweetpea, as examples of the attempts to intimate Rallen, its directors and its legal representatives. These letters make unparticularised and unfounded allegations.

Regards,

Marylou Potts

Director & Principal Solicitor
Marylou Potts Pty Ltd is an incorporated legal practice
113b Carabella Street, Kirribilli 2061

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8 May 2021

Ms. Marylou Potts
Marylou Potts Pty Ltd

Dear Ms. Potts

Rallen Australia Pty Ltd: Alleged breach of LACA by Santos QNT Pty Ltd (Santos) re Tanumbirini Station

We act on behalf of Tamboran Resources Ltd (**Tamboran**).

We are instructed to draw your attention to the following matters:

1 As you know, following receipt of your letter dated 15 March 2021, Santos, acting in good faith and in a commercially pragmatic manner, decided to temporarily suspend its civil constructions works (**Works**) on your client's land covering Tanumbirni Station. That decision was taken despite Santos being confident that it had already obtained all appropriate approvals to begin and continue with the Works (**Temporary Suspension**).

2 Tamboran considers your client did not (and does not) have a proper basis to:

(a) allege any breach of the EMP, the EMP Update or the LACA by Santos (or Tamboran); and

(b) require the immediate cessation of Works and removal of relevant plant and equipment by Santos (or Tamboran).

(**Improper Conduct**)

3 As a result of the Temporary Suspension and consequent obstruction, delay or frustration of the Works (and other related processes), Tamboran may potentially incur costs. Tamboran is presently in the process of assessing and quantifying the scope of that damage and it expressly reserves its rights in that regard.

4 Further, Tamboran reasonably apprehends that your client's Improper Conduct may continue, escalate or change in nature with adverse financial, commercial, legal or reputational consequences for Tamboran. Tamboran has formed that view on the

basis of the current matters but also, by having regard to your client's historical conduct in relation to Tanumbirni Station and its dealings with Santos.

5 Tamboran reasonably expects, and hereby demands, your client to cease and desist from engaging in the Improper Conduct (or any other unlawful conduct in relation to the EMP, the EMP Update or the LACA) on the basis that it has the real potential of causing (continued) significant damage to Tamboran and its interests.

6 In the event that your client fails to act appropriately in light of the matters raised above, Tamboran will consider taking any immediate recourse necessary. In the meantime, Tamboran reserves its rights generally.

Yours faithfully

Squire Patton Boggs (AU)

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13 August 2021

Pierre Langenhoven

Dear Mr Langenhoven

Tamboran Resources Ltd Preliminary Disclosure Application – Request for Voluntary Disclosure

We act on behalf of Tamboran Resources Ltd (**Tamboran**). This letter is being issued to you in your personal capacity. You should treat this letter with the seriousness and attention that it self-evidently warrants.

Tamboran's Initial Public Offering

1 As you are aware, Tamboran was listed on the Australian Securities Exchange (**ASX**) on or about 1 July 2021 (**Listing**).

2 Prior to Tamboran's Listing on the ASX, an initial public offering was announced to the market (**IPO**). A prospectus was issued as part of the IPO (**Prospectus**).

3 Immediately prior to the Listing, Tamboran, the ASX and the Australian Securities and Investment Commission (**ASIC**) received correspondence from a number of individuals concerned about:

(a) Tamboran's IPO;

(b) Tamboran's proposed activities to be conducted in the Beetaloo Basin; and

(c) Tamboran's general commercial and operational interests and pursuits.

4 The correspondence raised a number of allegations or assertions which required immediate responses by Tamboran or its representatives to prevent or contain any prejudice to, or adverse impact upon, the Listing and Tamboran's associated financial, commercial and legal interests.

Potential Tortious Interference Claim

5 The nature of the allegations and assertions made against Tamboran and its interests and, the conduct of the third parties involved in making approaches or representations to (without limitation) the ASX and ASIC were such that they either caused actual harm, or had the potential to cause harm to, Tamboran. Further, the conduct of the third parties was such that Tamboran reasonably apprehends that:

(a) false or misleading representations or, in the alternative, representations designed to cause harm to, interfere in or disrupt the financial, commercial and legal interests of Tamboran were made to the ASX and ASIC; and

(b) the representations, approaches and engagements with the ASX and ASIC may give rise to or sustain claims for interference or tortious interference against the relevant third parties.

6 The conduct of the third parties in question had the real potential to significantly derail, delay or otherwise adversely impact the IPO, the Listing and Tamboran's associated financial, commercial and legal interests. In fact, Tamboran and its stakeholders incurred actual loss and damage as a direct result of the conduct in question.

7 Tamboran entered into contractual relationships with various stakeholders. Details of the relevant contractual arrangements were all contained within the Prospectus and disclosed to the market. That information was available publicly including to you.

8 Tamboran has reason to believe that you are one of the third parties who made various representations and approaches to (without limitation) the ASX and ASIC with a view to either knowingly or intentionally, unlawfully interfering in Tamboran's contractual or commercial arrangements including with the market via its IPO, Prospectus and Listing.

Voluntary Disclosure

9 To assist Tamboran in determining whether it has sufficient grounds to commence an action against you, Tamboran intends to seek orders pursuant to rule 5.3 of the *Uniform Civil Procedure Rules 2005* (NSW) seeking preliminary discovery.

10 To avoid both parties incurring significant cost and expense of a potentially contested application, Tamboran hereby invites you to voluntarily disclose the requested documents contained in Annexure A to this letter.

Next Steps

11 Please produce all the documents captured by Annexure A **by 5pm, 27 August 2021**. Should voluntary disclosure not be made by that date and time, we hold instructions to immediately proceed to file an application for preliminary discovery against you.

Pierre Langenhoven

Yours faithfully

Squire Patton Boggs (AU)

TAMBORAN ANNEXURE A – PRELIMINARY DISCOVERY CATEGORIES OF DOCUMENTS

Tamboran seeks preliminary discovery from Pierre Langenhoven of the *Documents* in its possession, custody and control as described below, having regard to the definitions which appear at the end of this Annexure A.

1 All Documents in the possession, custody or control of Pierre Langenhoven in the Relevant Period which refer to or concern:

(a) Tamboran;

(b) the Prospectus;

(c) the IPO; or

(d) Sweetpea,

the **Document Request.**

2 The Document Request only includes any Documents which record communications with any of the following:

(a) Environmental Defenders Officer;

(b) Lock the Gate;

(c) the owners and legal representatives of Beetaloo Station, including, without limitation:

(i) Jane and Scott Armstrong;

(ii) Yarabala Pty Ltd as trustee of the John Dunnicliff Trust;

(iii) BB Barkly Pty Limited as trustee of the BB Barkly Unit Trust; or

(iv) Emanate Lawyers;

(d) Department of Industry, Trade and Tourism, Northern Territory;

(e) Aboriginal Areas Protection Authority;

(f) The Environmental Centre Northern Territory;

(g) Australian Securities and Investment Commission;

(h) Australian Securities Exchange;

(i) Department of Treasury and Finance, Northern Territory;

(j) Department of Environment, Parks and Water Security Northern Territory;

(k) The Minister for Resources and Water, of the Commonweal of Australia;

(l) The Government of the Commonwealth of Australia;

(m) The Government of the Northern Territory;

(n) Callum Foote;

(o) Michael West;

(p) Michael West Media;

(q) Bruce Robertson;

(r) Institute for Energy Economics and Financial Analysis; or

(s) Any other State or Federal regulatory or government body.

DEFINITIONS

Beetaloo Station	Northern Territory Portion 702 being all that land comprised in Perpetual Pastoral Lease 1059 known as Beetaloo Station
Document	section 3 and the Dictionary to the *Evidence Act 1995* (NSW)
EP136	Exploration Permit 136 including any exploration permit granted in substitution or replacement to that petroleum title and Access Authority 9 pursuant to section 57A of the *Petroleum Act 1984* (NT)
IPO	The Tamboran initial public offering of 150 million shares at an offer price of $0.40 per share to raise proceeds on the Australian Securities Exchange in the sum of $60 million.
Prospectus	the Tamboran prospectus, replacement prospectus and supplementary prospectus published on the Australian Securities Exchange
Relevant Period	1 June 2020 to 12 August 2021
Sweetpea	Sweetpea Petroleum Pty Ltd ACN 074 750 879
Tanumbirini Station	Northern Territory Portion 701 being all that land comprised in Perpetual Pastoral Lease 1060 and known as Tanumbirini Station
Tamboran	Tamboran Resources Ltd ACN 135 299 062

MARYLOU POTTS PTY LTD
ACN 074 696 263

Mr Masi Zaki
Partner
Squire Patton Boggs

26 August 2021

Dear Colleague,

84.6.1 Rallen: Tanumbirini: Sweetpea and Tamboran request for voluntary discovery

We act for Rallen Australia Pty Ltd (**Rallen**), Pierre Langenhoven and Luciana Ravazzotti. Please ensure that all future communications from either Sweetpea Petroleum Pty Ltd and or Squire Patton Boggs, in relation to Rallen and or Pierre Langenhoven and Luciana Ravazzotti is sent to me at this firm.

We have to hand six letters from you to them – two letters to each client. Each client has received one letter concerning Sweetpea Petroleum Pty Limited (**the Sweetpea Letters**), and another letter concerning Tamboran Resources Limited (**the Tamboran Letters**). The Tamboran Letters are identical and so are the Sweetpea Letters. We deal with each in turn. We do so without any admission that our clients hold any documents that might fall within the Annexures to those letters.

The Sweetpea Letters

1. You have asked that our clients treat your letters with the seriousness and attention you say they "self-evidently warrant". That is difficult in circumstances where you have made no attempt to inform our clients in any way about the nature, time, place, scope or means of the alleged interference, nor what contractual performance is said to have been hindered (if that is what is alleged; which is not apparent), nor what contractual breach is said to have been procured (if that is what is alleged; which is also not apparent). That leaves our clients with the impression that not only have your clients not made "sufficient enquiries" (a requirement of UCPR 5.3), but that, also, they are unable to articulate why any of our clients might conceivably be "prospective defendants" (also a requirement of UCPR 5.3) in a claim your clients might bring.

2. Loss is an essential element of the cause of action you mention in your letter. You allege that if Sweetpea Petroleum fails to comply with its contractual obligations, "significant loss is incurred." (sic) We do not understand what that means. Your letter goes on to allege that significant loss "is likely to be incurred by your clients if Sweetpea fails to comply with its contractual obligations", which suggests that your clients have not yet formed a view that if any one or more of our clients engaged in tortious interference in Sweetpea Petroleum's contractual relations, it has a claim for final relief. It follows that regardless of our client's response to your letters, your clients will not have made "reasonable enquiries." (UCPR 5.3). To confuse matters further, your letter also alleges not only "potential harm or damage", but also "actual harm and damage." Which one is it? In different circumstances we might guess that your clients are alleging that they might have a claim for a restraining order (or maybe not), but that cannot be the situation either. The unspecified conduct you apparently allege is said to be in the past.

3. If you are unable to articulate these matters in letters intended to convince our clients they should voluntarily produce documents to you, it seems unlikely you would be able to articulate them in the course of an application to the Supreme Court of New South Wales. You remain free to try and leave us with a different impression, in which case our clients' response might be different.

4. The extremely broad sweep of potential interlocutors listed in paragraph 2 of Annexure A to the letters, underscores the point. UCPR 5.3 exists to allow a potential plaintiff to obtain information about specifiable matters in order to make a decision about a claim. It is not a mechanism to facilitate industrial-scale fishing.

5. Your letter refers to "Sweetpea's contractual obligations to the Northern Territory Government", but your clients do not in fact allege that Sweetpea Petroleum has, or had, a contract with the government. They only allege that Sweetpea Petroleum has been granted a licence and a permit. We do not understand that interfering with a person's ability to comply with their permit obligations (if that is what alleged), might be tortious. If you know of authority for the contrary proposition, feel free to draw it to our attention and we will consider it.

The Tamboran Letters

6. Again, on its face your letter contains an attempt to convince us that your clients might have a claim against our clients, but we have no idea what you allege (or what you might assert to the Court) that potential claim to be. Again, we have to assume that you would not be able to articulate to the Court the nature of that possible claim. In particular:

    a. you do not disclose what the alleged "allegations or assertions" are said be;

    b. your letter suggests a degree of confusion over whether the allegations or assertions have in fact caused harm, or whether they merely had the potential to cause harm (in two parts of the letter you advance both those positions in the same sentence);

c. if it were only the latter (the potential to cause harm), your clients would not have a claim against anyone;

d. the fact that you do not know whether the alleged allegations or assertions caused harm or merely had the potential to do so, suggests that you have not made the enquiries required by UCPR 5.3;

e. you do not seem to know which contracts with which entities were allegedly interfered with.

7. You have apparently not sought copies of the correspondence allegedly sent to the ASX or ASIC from either of those bodies. It follows that you have not made "reasonable enquiries" for the purposes of UCPR 5.3. It is a fair assumption that if the correspondence you allege to have been received by those bodies actually exists, it would be available from them. That would obviate the need to commence Court proceedings based on a mere belief that other persons (for our instance, our clients) have such documents.

8. In any case, the documents you seek go far further than correspondence allegedly sent to the ASX and ASIC. We cannot conceive of how communications between our clients and the various persons and entities listed in Annexure A to the letters might enable your clients to decide whether to bring proceedings for losses allegedly suffered because of correspondence allegedly received by ASIC and ASX. Feel free to explain that to us.

9. The lists of possible interlocutors in the Annexures to the Tamboran Letters and the Sweetpea Letters is identical. That gives our clients cause for concern that the letters involve not merely trawling, but some form of collateral purpose on the part of your clients. If your clients have an innocent explanation for why the lists are identical, feel free to transmit that to us.

In relation to the request (in the letter to Rallen) for a copy of any "director and officer or professional indemnity policy" in the letter to Rallen, even if the Court were to make a preliminary discovery order, we do not understand that the scope of UCPR 5.3 extends beyond documents relevant to liability or quantum. If you know of an authority in support of a construction of UCPR 5.3 that extends to insurance policy documents, please let us know what it is and we will consider the issue.

In conclusion, even if our clients did have documents falling within one or more of the categories in the Annexures to your letters, those letters would give our clients no reason to provide the documents to you. Indeed, your letters would supply our clients with good reason not to provide the documents.

We will rely on this correspondence in relation to both the substance and the costs of any application that either of your clients bring. Your clients have not discharged their obligations to make, prior to commencing preliminary discovery proceedings, reasonable enquiries about documents that they might allege should be discovered by our clients.

Yours sincerely,

Marylou Potts