

## Love Amanda

---

**From:** Antony, Gina  
**Sent:** Thursday, 14 March 2013 12:08 PM  
**To:** DME Petroleum Tenures  
**Cc:** Hoppner Peter  
**Subject:** Fully Executed s31 Deed for PL 303

**Attachments:** s31 Deed Attach 2 PL 303.pdf; s31 Deed Attach 3 PL 303.pdf; fully executed s31 Deed PL 303.pdf

Hi

I refer to PL 303 which has undergone a right to negotiate process.

Please find attached a copy of the fully executed section 31 Deed.



s31 Deed Attach 2 PL 303.pdf (...)

s31 Deed Attach 3 PL 303.pdf (...)



fully executed s31 Deed PL 303...

Please feel free to contact me if you have any queries regarding this matter.

Regards

**Gina Antony**

**Senior Assessment / Project Officer**

Native Title Services

Mining & Petroleum Operations - Southern

Department of Natural Resources and Mines

L2, LandCentre, Cnr Vulture and Main Sts, Woolloongabba

PO Box 1475, Coorparoo Qld 4151

Phone: **07 340 555 97**

[Gina.Antony@dnrm.qld.gov.au](mailto:Gina.Antony@dnrm.qld.gov.au)

[www.dnrm.qld.gov.au](http://www.dnrm.qld.gov.au)

## **Attachment 2 – Explanation of Native Title Act requirements in regard to the grant of tenements**

Under the right to negotiate process, the State is required to give notice under section 29 of the NTA (section 29 notice) of its intention to grant the tenement to the applicant. The purpose of the section 29 notice is to give any relevant native title party an opportunity to become registered (if not already registered) in order to exercise their procedural rights under the NTA in respect of the grant of the tenement.

A relevant native title party is a registered native title claim group or registered native title body corporate that has a registered native title claim or registered native title determination over the area of the proposed tenement within four months of the date of the section 29 notice.

The State must give a copy of the section 29 notice to the applicant, any registered native title claim group, registered native title body corporate or representative Aboriginal/Torres Strait Islander body within the area of the proposed tenement.

The State is also required to publish the section 29 notice in newspapers (including newspapers catering mainly or exclusively for the interests of Aboriginal or Torres Strait Islander people).

The applicant and the State had six months from the notification date to negotiate in good faith with any relevant native title parties to obtain their agreement to the grant of the tenement. Those negotiations have resulted in agreement, which comprises the section 31 deed and an ancillary agreement.

The ancillary agreement is an independent agreement between the applicant and the native title party dealing with the effect of the grant of the tenement on the native title party's native title rights and interests and cultural heritage in terms that are commercially acceptable to the applicant and the native title party.

In order to validly grant the tenement, the section 31 deed must be executed by all parties, otherwise the grant will be invalid to the extent that native title rights and interests are affected.

The most important aspects of the section 31 deed are:-

- a) the native title party and the applicant agree they have negotiated in good faith;
- b) the native title party consents to the Future Acts (defined in Schedule 1 to mean the grant of the petroleum lease), any renewal of the petroleum lease and to the applicant exercising its rights and discharging its obligations under the Future Acts;
- c) the native title party and the applicant warrant that the ancillary agreement deals to their satisfaction with the effect of the grant of ATP on the native title party's native title rights and interests;
- d) the native title party and the applicant agree that the ancillary agreement applies not only to the grant and renewal of ATP, but also to the grant and renewal of any subsequent petroleum lease; and
- e) the deed is intended to be a conjunctive deed under s.26D(2) of the NTA.

The section 31 deed does not fetter the exercise of discretion, the making of a decision or the making of subordinate legislation by the State.



## ATTACHMENT 3

### RELEVANT PROVISIONS OF THE *NATIVE TITLE ACT 1993* (CTH)

#### 26D Excluded mining acts: earlier valid acts

*Renewal of valid mining lease etc.*

- (1) This Subdivision does not apply to an act consisting of the creation of a right to mine if:
  - (a) the creation of the right is done by:
    - (i) the renewal; or
    - (ii) the re-grant or re-making; or
    - (iii) the extension of the term; of an earlier right to mine; and
  - (b) the earlier right:
    - (i) was created on or before 23 December 1996 by an act that is valid (including because of Division 2 or 2A); or
    - (ii) was created by an act to which this Subdivision applied that was not invalid to any extent under section 28; and
  - (c) the area to which the earlier right relates is not extended; and
  - (d) the term of the right is not longer than the term of the earlier right; and
  - (e) no rights are created in connection with the right that were not created in connection with the earlier right.

*Act contemplated by exploration or prospecting agreement etc.*

- (2) This Subdivision does not apply to an act (the **later act**) consisting of the creation of a right to mine if:
  - (a) before the later act takes place, an act (the **earlier act**) consisting of the creation of a right to explore or prospect took place; and
  - (aa) the earlier act took place after the commencement of this section; and
  - (b) this Subdivision applied to the earlier act and, because:
    - (i) an agreement of the kind mentioned in paragraph 31(1)(b) was made in relation to the earlier act; or
    - (ii) a determination was made under section 38 that the earlier act might be done, or might be done subject to conditions being complied with; the earlier act was not invalid to any extent under section 28; and
  - (c) the agreement or determination:
    - (i) included a statement to the effect that, if the later act were done, this Subdivision would not apply to the later act; and
    - (ii) provided that, if the later act were done, certain conditions would be complied with by parties other than native title parties (whether before or after the act was done); and
  - (d) any such conditions that were required to be complied with before the later act is done are complied with before the later act is done.

#### 28 Act invalid if done before negotiation or objection/appeal etc.

- (1) Subject to this Act, an act to which this Subdivision applies is invalid to the extent that it affects native title unless, before it is done, the requirements of one of the following paragraphs are satisfied:

- (a) by the end of the period of 4 months after the notification day for the act (see subsection 29(4)), there is no native title party in relation to any of the land or waters that will be affected by the act;
- (b) after the end of that period, but immediately before the act is done, there is no native title party in relation to any of the land or waters that will be affected by the act;
- (c) subsection 32(2) (which applies if no objection is made after the giving of a notice that the act attracts the expedited procedure) allows the act to be done;
- (d) a determination is made under subsection 32(4) that the act is an act attracting the expedited procedure;
- (e) native title parties have lodged one or more objections in relation to the act under subsection 32(3), but all such objections are withdrawn under subsection 32(6);
- (f) an agreement of the kind mentioned in paragraph 31(1)(b) is made;
- (g) a determination is made under section 36A or 38 that the act may be done, or may be done subject to conditions being complied with;
- (h) a determination that the act must not be done is declared to be overruled in accordance with section 42.

(2) .....

## 29 Notification of parties affected

### *Notice in accordance with section*

- (1) Before the act is done, the Government party must give notice of the act in accordance with this section.

### *Persons to be given notice*

- (2) The Government party must give notice to:
  - (a) any registered native title body corporate (a **native title party**) in relation to any of the land or waters that will be affected by the act; and
  - (b) unless there are one or more registered native title bodies corporate in relation to all of the land or waters that will be affected by the act:
    - (i) any registered native title claimant (also a **native title party**); and
 

Note: Registered native title claimants are persons whose names appear on the Register of Native Title Claims as applicants in relation to claims to hold native title: see the definition of **registered native title claimant** in s.253.
    - (ii) any representative Aboriginal/Torres Strait Islander body;
 

in relation to any land or waters that will be affected by the act; and
  - (c) if the doing of the act has been requested or applied for by a person (for example, where it is the issue of a licence or the grant of a lease for which the person has applied)—that person (a **grantee party**); and
  - (d) the registrar or other proper officer of the arbitral body in relation to the act.

### *Public notification*

- (3) Before the act is done, the Government party or the grantee party must also notify the public in the determined way (see section 252) of the act, unless



there is a registered native title body corporate in relation to all of the land or waters that will be affected by the act.

*Notice to specify day and include prescribed documents etc.*

- (4) The notice given under subsection (2) or (3) must:
  - (a) specify a day as the **notification day** for the act; and
  - (b) contain a statement to the effect that, under section 30, persons have until 3 months after the notification day to take certain steps to become native title parties in relation to the notice; and
  - (c) be accompanied by any prescribed documents and include any prescribed information.

*Each notice to specify the same day*

- (5) Each such notice in relation to the act must specify the same day as the notification day.

*Which days may be specified*

- (6) That day must be a day by which, in the Government party's opinion, it is reasonable to assume that all notices under subsections (2) and (3) in relation to the act will have been received by, or will otherwise have come to the attention of, the persons who must be notified under those subsections.

*Acts attracting the expedited procedure*

- (7) The notices under this section may include a statement that the Government party considers the act is an act attracting the expedited procedure.
- (8) .....

### **30 Other native title parties etc.**

- (1) Each of the following is also a **native title party**:
  - (a) any person who, 4 months after the notification day (see subsection 29(4)), is a registered native title claimant in relation to any of the land or waters that will be affected by the act, so long as:
    - (i) the application containing the claim was filed in the Federal Court, or given to the recognised State/Territory body, before the end of 3 months after the notification day; and
    - (ii) the claim related to any of the land or waters that will be affected by the act;  
Note: The note to s.29(2)(b)(i) explains who can be a registered native title claimant.
  - (b) any body corporate that, 3 months after the notification day, is a registered native title body corporate in relation to any of the land or waters that will be affected by the act;
  - (c) any body corporate that becomes a registered native title body corporate in relation to any of the land or waters that will be affected by the act:
    - (i) after the end of that period of 3 months; and
    - (ii) as a result of a claim whose details were entered on the Register of Native Title Claims before the end of that period of 3 months.

*Ceasing to be a native title party*

- (2) A person ceases to be a native title party if the person ceases to be a registered native title claimant.

Note: If a native title claim is successful, the registered native title claimant will be succeeded as a native title party by the registered native title body corporate.

*Registered native title rights and interests*

- (3) For the purposes of this Subdivision, the **registered native title rights and interests** of a native title party are:
- (a) if the native title party is such because an entry has been made on the National Native Title Register—the native title rights and interests described in that entry; or
  - (b) if the native title party is such because an entry has been made on the Register of Native Title Claims—the native title rights and interests described in that entry.

- (4) .....

**31 Normal negotiation procedure**

- (1) Unless the notice includes a statement that the Government party considers the act attracts the expedited procedure:
- (a) the Government party must give all native title parties an opportunity to make submissions to it, in writing or orally, regarding the act; and
  - (b) the negotiation parties must negotiate in good faith with a view to obtaining the agreement of each of the native title parties to:
    - (i) the doing of the act; or
    - (ii) the doing of the act subject to conditions to be complied with by any of the parties.

Note: The native title parties are set out in s.29(2)(a) and (b) and s.30. If they include a registered native title claimant, the agreement will bind all of the persons in the native title claim group concerned: see s.41(2).

*Negotiation in good faith*

- (2) If any of the negotiation parties refuses or fails to negotiate as mentioned in paragraph (1)(b) about matters unrelated to the effect of the act on the registered native title rights and interests of the native title parties, this does not mean that the negotiation party has not negotiated in good faith for the purposes of that paragraph.
- (3) .....

**233 Future act**

*Definition*

- (1) Subject to this section, an act is a **future act** in relation to land or waters if:
- (a) either:
    - (i) it consists of the making, amendment or repeal of legislation and takes place on or after 1 July 1993; or

- (ii) it is any other act that takes place on or after 1 January 1994; and
- (b) it is not a past act; and
- (c) apart from this Act, either:
  - (i) it validly affects native title in relation to the land or waters to any extent; or
  - (ii) the following apply:
    - (A) it is to any extent invalid; and
    - (B) it would be valid to that extent if any native title in relation to the land or waters did not exist; and
    - (C) if it were valid to that extent, it would affect the native title.

(2) .....

NPSR RTI DL Release



**RIGHT TO NEGOTIATE DEED OF AGREEMENT  
REGARDING THE GRANT OF PL 303**

Section 31(1)(b) of the *Native Title Act 1993* (Cth)

Between

The State of Queensland

and

Santos QNT Pty Ltd (ACN 083 077 196) (Grantee Party)

and

Bengal Energy (Australia) Pty Ltd (ACN 115 193 729) (Grantee Party)

and

Bow Energy Ltd (ACN 111 019 857) (Grantee Party)

and

Ocellaris Oil Pty Ltd (ACN 107 566 174) (Grantee Party)

and

Senex Energy Limited (ACN 008 942 827) (Grantee Party)

and

Wongkumara People (Native Title Party)

---

**Future Act**

Grant of Petroleum Lease Number 303



**CONTENTS**

1.0 DEFINITIONS..... 4

2.0 INTERPRETATION..... 6

3.0 WARRANTY OF ACCURACY OF RECITALS..... 6

4.0 COMMENCEMENT OF DEED ..... 7

5.0 TERM OF DEED..... 7

6.0 CONDITIONS ..... 7

7.0 AUTHORITY TO ENTER INTO DEED..... 7

8.0 CONSENT TO THE FUTURE ACT ..... 7

9.0 POSITION OF THE GOVERNMENT PARTY ..... 8

10.0 NATIVE TITLE DETERMINATION ..... 8

11.0 COMPENSATION ..... 8

12.0 DEED PREVAILS..... 9

13.0 NO TERMINATION FOR BREACH..... 9

14.0 ASSIGNMENT..... 9

15.0 DISPUTE RESOLUTION..... 10

16.0 CONFIDENTIALITY..... 10

17.0 LEGAL ADVICE ..... 11

18.0 PUBLIC RELATIONS ..... 11

19.0 NOTICE..... 10

20.0 COUNTERPARTS ..... 11

21.0 GENERAL ..... 11

NPSR RTI DL Release

## RIGHT TO NEGOTIATE DEED OF AGREEMENT

Between

State of Queensland (“Government Party”)

and

Noelene Edwards, Clancy McKellar, Iona Smith, Ernest Ebsworth, Rosemary Wilson, Margaret Collins, Sharleen Knight and Archie Ebsworth (a “Native Title Party”) on their own behalf and on behalf of the Wongkumara People (a “Native Title Claim Group”)

and

Santos QNT Pty Ltd (ACN 083 077 196) (“Grantee Party”)

and

Bengal Energy (Australia) Pty Ltd (ACN 115 193 729) (“Grantee Party”)

and

Bow Energy Ltd (ACN 111 019 857) (“Grantee Party”)

and

Ocellaris Oil Pty Ltd (ACN 107 566 174) (“Grantee Party”)

and

Senex Energy Limited (ACN 008 942 827) (“Grantee Party”)



## RECITALS

- (A) The Grantee Party has lodged application under the *Petroleum and Gas (Production and Safety) Act 2004* (Qld) for the grant of the Petroleum Lease. The grant of the application is being treated as a Future Act under the *Native Title Act 1993* (Cth) ("NTA"). The details of the Future Act are set out in Schedule 1.
- (B) The Government Party and the Grantee Party under section 29 of the NTA have given notice of the proposed grant of the Petroleum Lease.
- (C) The Native Title Parties is the Registered Native Title Claimants on behalf of the Native Title Claim Groups in relation to the land or waters that will be affected by the Future Act.
- (D) The Grantee Party and the Native Title Party have entered into an Ancillary Agreement about Native Title Rights and Interests with respect to the Future Acts. The Government Party is not a party to the Ancillary Agreement and has no rights or obligations under that agreement.
- (E) The Native Title Parties consent to the Future Act. The Native Title Parties agree to the Grantee Party exercising its rights and discharging its obligations under the Future Act in accordance with the relevant legislation.
- (F) This Deed is entered into for the purpose of the Parties setting out their agreement about the consent to the Future Act under section 31(1)(b) of the NTA.
- (G) This Deed is intended to be a conjunctive Deed as contemplated by section 26D(2) of the NTA.

## OPERATIVE PROVISIONS

### 1.0 DEFINITIONS

#### 1.1 In this Deed

**"Ancillary Agreement"** means the agreement noted in Schedule 1 as the Ancillary Agreement (and includes any variations of the said agreement) made between the Native Title Party and the Grantee Party. If there is more than one Ancillary Agreement, then a reference in this Deed to an Ancillary Agreement is to be interpreted as a reference to each of these Ancillary Agreements as an individual Ancillary Agreement;

**"Business Day"** means a day that is not:

- (a) a Saturday or Sunday; or
- (b) a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done;

**"Deed"** means this document and its attached schedules only, and does not include the Ancillary Agreement;

**"Deed Area"** means the area identified in the Section 29 Notice as the area to which the Future Act applies;

**"Dispute"** means any dispute, controversy or difference between the parties as to:

- (a) the construction of this Deed;
- (b) the rights or obligations of a party under this Deed; or
- (c) any other matter arising out of or relating to this Deed;

**"Dispute Notice"** means a notice issued by a Party to the other Party to the dispute giving notice of the existence of a dispute in relation to this Deed, which shall include full details of the issue in dispute;

**"Future Act"** is the grant of the Future Act described in Schedule 1. There may be more than one Future Act described in Schedule 1. If there is more than one Future Act then a reference in this Deed to a Future Act is to be interpreted as a reference to each of those Future Acts as an individual Future Act;

**"Government Party"** means the State of Queensland and includes its officers (including the Relevant Minister), agents and representatives;

**"Grantee Party"** includes the applicant for the Petroleum Lease, and any assignees of the Petroleum Lease;

**"Native Title", "Native Title Party", "Future Act", "Native Title Rights and Interests", "Register of Native Title Claims", "Arbitral Body", "Relevant Minister", and "Registered Native Title Claimant"** are to be interpreted in the same way as the meanings they have in the NTA;

**"Native Title Claim"** is the Native Title determination application made by the Native Title Party to the Federal Court under Part 3 of the NTA described in Schedule 1. If there is more than one Native Title Claim then a reference in this Deed to a Native Title Claim is to be interpreted as a reference to each of those Native Title Claims as an individual Native Title Claim;

**"Native Title Claim Group"** are those people on whose behalf the Native Title Parties lodged the Native Title Claims. If there is more than one Native Title Party in Schedule 1 (and therefore more than one Native Title Claim Group) then a reference in this Deed to a Native Title Claim Group is to be interpreted as a reference to each of those Native Title Claim Groups as an individual Native Title Claim Group;

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

**"Parties"** means the Grantee Party, the State of Queensland ("Government Party") and the Native Title Party and **"Party"** means any of the Parties as the context requires;

**"Petroleum Lease"** means Petroleum Lease number 303, applied for under the PGPSA and any subsequent renewal of that Petroleum Lease;

**"PGPSA"** means the *Petroleum and Gas (Production and Safety) Act 2004*;



“Section 29 Notice” means the notice of the Future Act given by the Government Party and the Grantee Party under section 29 of the NTA, as outlined in Schedule 2.

## **2.0 INTERPRETATION**

### **2.1 In this Deed:**

- (a) the word “person” includes a firm, body corporate, statutory corporation, and unincorporated association or an authority;
- (b) words in the singular include the plural and vice versa;
- (c) words indicating a gender include each other gender;
- (d) a reference to a person includes a reference to the person’s executors, administrators, successors, substitutes (including but not limited to persons taking by novation) and permitted assignees;
- (e) an agreement, representation or warranty on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally; and
- (f) a reference to anything is a reference to the whole or any part of it and a reference to a group of persons is a reference to any one or more of them.

2.2 This Deed is not intended to be a “native title agreement or another agreement with an Aboriginal party” for the purposes of the *Aboriginal Cultural Heritage Act 2003* (Qld).

2.3 Nothing in Clause 2.2 above prevents the Ancillary Agreement from being a “native title agreement or another agreement with an Aboriginal party” for the purposes of the *Aboriginal Cultural Heritage Act 2003* (Qld).

## **3.0 WARRANTY OF ACCURACY OF RECITALS**

3.1 The Grantee Party and the Native Title Party warrant the accuracy of the Recitals.

## **4.0 COMMENCEMENT OF DEED**

4.1 This Deed commences on the date on which the last Party has signed this Deed or another date as agreed to in writing by the Parties.

## **5.0 TERM OF DEED**

5.1 The term of this Deed is for the period that the Petroleum Lease continues in force.

**6.0 CONDITIONS**

6.1 The provisions of this Deed and the Ancillary Agreement are not conditions of the Future Act.

**7.0 AUTHORITY TO ENTER INTO DEED**

7.1 The Native Title Parties represent and warrant that they enter into this Deed in their capacity as negotiation parties pursuant to section 30A of the NTA.

**8.0 CONSENT TO THE FUTURE ACT**

8.1 The Native Title Parties acknowledge that they have had the opportunity to make submissions to the Government Party under section 31(1)(a) of the NTA.

8.2 The Parties agree that they have negotiated in good faith and that this Deed is an agreement for the purposes of section 28(1)(f) and section 31(1)(b) of the NTA.

8.3 The Grantee Party and the Native Title Parties agree that they have, as part of the good faith negotiations, entered into an Ancillary Agreement that deals to their satisfaction with the effect of the grant of the Future Act on the Native Title Rights and Interests.

8.4 The Native Title Parties hereby consent to the Future Act and to the Grantee Party exercising its rights and discharging its obligations under the Future Act.

8.5 If the grant of the Future Act is invalid due to a failure to comply with the NTA, then the Parties agree to enter into an Indigenous Land Use Agreement under Part 2 Division 3 Subdivision C of the NTA in the same terms or substantially the same terms as this Deed and the Ancillary Agreement so as to give effect to this Deed and the Ancillary Agreement.

8.6 The Grantee Party and Native Title Parties acknowledge and agree that the Ancillary Agreements apply to any renewal of the Petroleum Lease with respect to the Deed Area.

8.7 The Native Title Parties acknowledge and agree that the renewal of the Petroleum Lease is caught by section 26D of the NTA and that Part 2 Division 3 Subdivision P of the NTA does not apply to the renewal of the Petroleum Lease.

**9.0 POSITION OF THE GOVERNMENT PARTY**

9.1 Nothing in this Deed or the Ancillary Agreement shall fetter, act as an estoppel or an agreement in any way about the exercise of discretion, the making of a decision or the making of subordinate legislation under any statute by the Government Party.

9.2 If any such act results in an outcome that is inconsistent with this Deed or the Ancillary Agreements, the Government Party shall not be liable under this Deed



or the Ancillary Agreements for any loss and damage whatsoever and howsoever caused either indirectly or directly incurred by any Party as a consequence of the inconsistency.

- 9.3 The Government Party has no, nor accepts any, responsibility or obligation under the Ancillary Agreements as it is between the Grantee Party and the Native Title Party.
- 9.4 The Government Party makes no representation or comment about the terms of the Ancillary Agreements as they are between the Grantee Party and the Native Title Parties.

#### **10.0 NATIVE TITLE DETERMINATION**

- 10.1 The Parties acknowledge that the execution of this Deed does not constitute recognition by the State or the Grantee Party that Native Title exists in the Deed Area.
- 10.2 In the event that the Federal Court determines that Native Title does not exist in the Deed Area or Native Title is surrendered, all rights and obligations under this Deed will continue to have effect in accordance with their terms.

#### **11.0 COMPENSATION**

- 11.1 The Native Title Parties and the Grantee Party represent and warrant that they have reached agreement about whether and how the Native Title Parties or any other person is to be compensated by the Grantee Party for the effect of the grant of the Future Act upon the Native Title Rights and Interests.
- 11.2 The Native Title Parties and the Grantee Party represent and warrant that the compensation agreement is stated in the Ancillary Agreements.
- 11.3 The Native Title Parties accept that such compensation is in full and final settlement of any claim that Native Title Parties have now or in the future in relation to the grant of the Future Act. The Native Title Parties acknowledge and accept that the Ancillary Agreements may be pleaded as a bar to any proceeding in which the Native Title Parties claim compensation for the effect of the grant of the Future Act upon Native Title Rights and Interests.
- 11.4 The Native Title Parties acknowledge on behalf of themselves and the Native Title Claim Groups that the compensation received under the Ancillary Agreement is received by them on behalf of all members of the Native Title Claim Groups and on behalf of any other person who holds Native Title Rights and Interests in relation to the land and waters subject to the grant of the Future Act.

## **12.0 DEED PREVAILS**

12.1 Except as otherwise agreed in writing between the Parties, the Grantee Party and the Native Title Parties acknowledge that the provisions of this Deed prevail over the provisions of the Ancillary Agreement to the extent of any inconsistency. This clause does not apply to any terms and conditions in the Ancillary Agreement relating to payments, costs, stamp duty and GST as between the Native Title Parties and the Grantee Party.

## **13.0 NO TERMINATION FOR BREACH**

13.1 The Parties agree that a breach of this Deed or the Ancillary Agreement by any Party will not give to any other Party a right to elect to terminate the Deed, but that other Party may exercise any other remedy available to it in respect of such breach.

13.2 A breach of this Deed or the Ancillary Agreement by any Party does not nullify the consent of the Native Title Parties to the Future Act.

## **14.0 ASSIGNMENT**

14.1 The Grantee Party may not assign any interest in the Petroleum Lease without the prior written consent of the State.

## **15.0 DISPUTE RESOLUTION**

15.1 The parties agree to attempt to settle any Dispute (for the avoidance of doubt this clause does not relate to any dispute under the Ancillary Agreement) arising in connection with this Deed in good faith by negotiation.

15.2 If the Parties to the dispute:

- (a) fail to meet to attempt to resolve the Dispute within five (5) Business Days of the Dispute Notice being received by a Party; or
- (b) after failing to resolve the Dispute in accordance with clause 15.2(a), fail to refer by agreement between the disputing parties, a dispute to mediation within fifteen (15) Business Days of the Dispute Notice being received by a Party; or
- (c) if a mediation is held, fail to reach agreement within ten (10) Business Days of the commencement of the mediation;

any Party to the Dispute may refer the dispute to the Land Court (or another court or tribunal of competent jurisdiction should the Land Court lack jurisdiction).

15.3 The parties to the Dispute must bear their own costs of any dispute resolution process.



## **16.0 CONFIDENTIALITY**

- 16.1 This Deed and its terms are not confidential.
- 16.2 The Parties agree that the terms and conditions of the Ancillary Agreements are confidential to the Native Title Parties and the Grantee Party provided however, if the Relevant Minister requests copies of the Ancillary Agreements from the Grantee Party for the administration of any statute by the Government Party or for the purpose of defending any challenge to this Deed or giving affect to it, then the Grantee Party must provide a copy of the Ancillary Agreement to the Government Party.
- 16.3 If a copy of the Ancillary Agreement is provided to the Government Party, the Government Party will treat the Ancillary Agreement as confidential and agrees not to disclose the Ancillary Agreement or its terms unless:
- (a) the Parties to the Ancillary Agreement have given their prior written consent;
  - (b) the disclosure is to its professional advisers or agents retained for purposes directly related to this Deed or the Ancillary Agreement;
  - (c) disclosure is required to comply with any applicable law; or
  - (d) disclosure is necessary to enforce a Party's rights under this Deed.

## **17.0 LEGAL ADVICE**

- 17.1 The Parties acknowledge that they have had the benefit of independent legal advice with respect to all aspects of this Deed and the Ancillary Agreement if they are a Party to that agreement.

## **18.0 PUBLIC RELATIONS**

- 18.1 The Parties agree to consult each other about any proposed public and/or media statement on the rights and obligations of the parties under this Deed.
- 18.2 All Parties must consent to the content of any media or public relations statement prior to it being published or distributed to any other party on the rights and obligations of the parties under this Deed.

## **19.0 NOTICE**

- 19.1 Any notice required to be given or contemplated by this Deed must be in writing and delivered or posted by prepaid ordinary mail or facsimile to each of the Parties using the contact details set out in Schedule 1.
- 19.2 A Party may, by notice in writing to the other Parties, change its address for notices.

- 19.3 Any notice given under this clause will be deemed to be received:
- (a) if by delivery, when delivered, but if not delivered on a Business Day or if delivered after 5.00 pm on a Business Day, on the next Business Day; or
  - (b) if by post, at the expiration of three (3) Business Days after the time of posting (and production of any official post office receipt showing the time and date of posting will be conclusive of the time and date of posting); or
  - (c) if by facsimile, on the date of dispatch, provided that:
    - (i) the sending facsimile machine issues a written confirmation report that the message has been dispatched to the facsimile number of the recipient; and
    - (ii) if transmission is not completed by 5:00pm on a Business Day in the place of the recipient's address, then the notice shall be deemed to be given at 9:00am on the next Business Day in that place after the transmission is completed.

## 20.0 COUNTERPARTS

- 20.1 This Deed may be executed in any number of counterparts and the counterparts when read together shall constitute the Deed. A Deed executed and forwarded by facsimile constitutes a counterpart to this Deed. This Deed has no force nor affect whatsoever until all of the Parties have signed this Deed. A Party may withdraw a counterpart at any time before all the Parties have executed the Deed.

## 21.0 GENERAL

- 21.1 Each Party agrees, at its own expense, on the request of another Party, to do everything reasonably necessary to give effect to this Deed and the matters contemplated by it.
- 21.2 Each Party will pay its own legal and other costs and expenses in connection with the preparation and completion of this Deed.
- 21.3 The Grantee Party and the Native Title Parties authorise the Government Party, and the Government Party agrees, to give a copy of this Deed to the Arbitral Body and to advise the Relevant Minister in writing of the making of this Deed.
- 21.4 The Parties agree that the Grantee Party must provide a copy of the Ancillary Agreement to the Arbitral Body if requested and if required by law.
- 21.5 If a Party comprises two or more persons, the provisions of this Deed binding that Party binds those persons jointly and severally.
- 21.6 This Deed does not create a relationship of employment, agency or partnership between the Parties.

- 21.7 If part or all of any provision of this Deed is illegal or unenforceable, that part may be severed from this Deed and the remaining provisions of this Deed continue in force.
- 21.8 The failure of a Party at any time to require performance of any obligation under this Deed is not a waiver of that Party's right:
- (a) to insist on performance of, or claim damages for breach of, that obligation unless that Party acknowledges in writing that the failure is a waiver; and
  - (b) at any other time to require performance of that or any other obligation under this Deed.
- 21.9 This Deed is governed by the law in force in the State of Queensland.

NPSR RTI DL Release




**EXECUTED as a DEED**

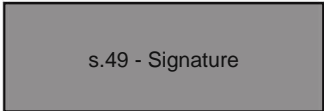
Signed on behalf of the State of Queensland as represented by the **Department of Natural Resources and Mines** by

*The Honourable Andrew Cripps, Minister for Natural Resources and Mines*

this 6<sup>TH</sup> day of MARCH 2012<sup>3</sup>  
in the presence of:

Witness: LISA FRANCE  
(print name)

  
\_\_\_\_\_  
(signature)

  
s.49 - Signature  
(Witness signature)

NPSR RTI DL Release

Executed on behalf of **SIGNED, SEALED and DELIVERED**  
or and on behalf of Santos QNT Pty Ltd by its duly appointed  
(ACN 083 077 196) Attorney, in the presence of  
in accordance with s127 of the Corporations Act 2001 (Cth)

s.49 - Signature

Name ~~Sole Director/Director~~ (print name)  
Attorney

~~(signature)~~

\_\_\_\_\_

Name ~~Director/Secretary~~ (print name)

~~(signature)~~

this 23<sup>rd</sup> day of November 2012  
in the presence of:

Witness: \_\_\_\_\_  
(print name)

s.49 - Signature  
(witness signature)

Executed on behalf of  
**Bengal Energy (Australia) Pty Ltd**  
(ACN 115 193 729)  
in accordance with s127 of the Corporations Act 2001 (Cth)

Name - Sole Director/Director (print name)

(signature)

Name - Director/Secretary (print name)

(signature)

this \_\_\_\_\_ day of \_\_\_\_\_ 2012  
in the presence of:

Witness: \_\_\_\_\_  
(print name)

(witness signature)

Executed on behalf of  
**Santos QNT Pty Ltd**  
(ACN 083 077 196)  
in accordance with s127 of the *Corporations Act 2001* (Cth)

\_\_\_\_\_  
Name – Sole Director/Director (print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Name – Director/Secretary (print name)

\_\_\_\_\_  
(signature)

this \_\_\_\_\_ day of \_\_\_\_\_ 2012  
in the presence of:

Witness: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(witness signature)

Executed on behalf of  
**Bengal Energy (Australia) Pty Ltd**  
(ACN 115 193 729)  
in accordance with s127 of the *Corporations Act 2001* (Cth)

RICHARD EDGAR  
Name – Sole Director/Director (print name)

Gordon MacMahon  
Name – Director/Secretary (print name)

this 19 day of NOVEMBER 2012  
in the presence of:

Witness: Cathy Young  
(print name)

s.49 - Signature



Executed on behalf of  
**Bow Energy Ltd**  
(ACN 111 019 857)  
in accordance with s127 of the *Corporations Act 2001* (Cth)

Guo XUYANG

Name – Sole Director/Director (print name)

Andrew Faulkner  
Chief Executive Officer  
Name – Director/Secretary (print name)

this \_\_\_\_\_ day of \_\_\_\_\_ 2012  
in the presence of:

Witness: NEIL GARDNER  
(print name)

s.49 - Signature

Executed on behalf of  
**Ocellaris Oil Pty Ltd**  
(ACN 107 566 174)  
in accordance with s127 of the *Corporations Act 2001* (Cth)

Guo XUYANG

Name – Sole Director/Director (print name)

Andrew Faulkner  
Chief Executive Officer  
Name – Director/Secretary (print name)

this \_\_\_\_\_ day of \_\_\_\_\_ 2012  
in the presence of:

Witness: NEIL GARDNER  
(print name)

s.49 - Signature

Executed on behalf of  
**Senex Energy Limited**  
(ACN 008 942 827)  
in accordance with s127 of the *Corporations Act 2001* (Cth)

IAN RICHARD DAVIES

Name – ~~Sole Director~~/Director (print name)

FRANCIS LEO CONNOLLY

Name – ~~Director~~/Secretary (print name)

this 20th day of November 2012  
in the presence of:

Witness: KAREN MADDOCKS  
(print name)

s.49 - Signature

(witness signature)

Notes for companies signing agreements:

- Seal is not required – but may be used.
- Sole director companies simply insert name and sign as sole director (striking out director).
- Other companies sign by two directors or by a director and secretary, striking out the inapplicable title.
- Where an attorney or other agent executes this Agreement on behalf of a company, the form of execution must indicate the source of this authority and a certified copy of the authority must be provided to DNRM.

Signed by Clancy McKellar on his own behalf  
and on behalf of the Wongkumara People

this 22nd day of November 2012  
in the presence of:

Witness: EDUARD SALOMON NEUMANN  
(print name)

s.49 - Signature

Signed by Iona Smith on her own behalf  
and on behalf of the Wongkumara People

this 22nd day of November 2012  
in the presence of:

Witness: EDUARD SALOMON NEUMANN  
(print name)

s.49 - Signature

Signed by Ernest Ebsworth on his own behalf  
and on behalf of the Wongkumara People

this \_\_\_\_\_ day of \_\_\_\_\_ 2012  
in the presence of:

Witness: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)  
  
\_\_\_\_\_  
(witness signature)

Signed by Rosemary Wilson on her own behalf  
and on behalf of the Wongkumara People

this 22nd day of November 2012  
in the presence of:

Witness: EDUARD SALOMON NEUMANN  
(print name)

s.49 - Signature  
  
(witness signature)



Signed by ~~Glancy McKellar~~ on his own behalf  
and on behalf of the Wongkumara People

this 22nd day of November 2012  
in the presence of:

Witness: EDUARD SALOMON NEUMANN  
(print name)

Signed by ~~Iona Smith~~ on her own behalf  
and on behalf of the Wongkumara People

this 22nd day of November 2012  
in the presence of:

Witness: ~~EDUARD SALOMON NEUMANN~~  
(print name)

Signed by Ernest Ebsworth on his own behalf  
and on behalf of the Wongkumara People

this 23 day of 12 2012  
in the presence of:

Witness: Alex Dixon  
(print name)

~~Signed by Rosmary Wilson on her own behalf  
and on behalf of the Wongkumara People~~

this 22nd day of November 2012  
in the presence of:

Witness: ~~EDUARD SALOMON NEUMANN~~  
(print name)

s.49 - Signature

Signed by **Margaret Collins** on her own behalf  
and on behalf of the **Wongkumara People**

this \_\_\_\_\_ day of \_\_\_\_\_ 2012  
in the presence of:

Witness: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(witness signature)

Signed by **Sharleen Knight** on her own behalf  
and on behalf of the **Wongkumara People**

this 22nd day of November 2012  
in the presence of:

Witness: EDUARDO SAZOMON NEUMANN  
(print name)

s.49 - Signature

Signed by **Archie Ebsworth** on his own behalf  
and on behalf of the **Wongkumara People**

this ~~22nd~~ day of ~~November~~ 2012  
in the presence of:

Witness: EDUARDO SAZOMON NEUMANN  
(print name)

Signed by **Noelene Edwards** on her own behalf  
and on behalf of the **Wongkumara People**

this \_\_\_\_\_ day of \_\_\_\_\_ 2012  
in the presence of:

Witness: \_\_\_\_\_  
(print name)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(witness signature)



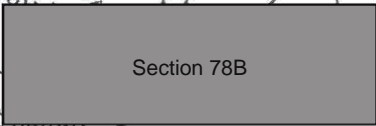
Signed by Margaret Collins on her own behalf  
and on behalf of the Wongkumara People

this 13 day of December 2012  
in the presence of:

Witness: Desley Collins  
(print name)

~~Signed by Shanlean Knight on her own behalf  
and on behalf of the Wongkumara People~~

~~this 22 day of November 2012  
in the presence of:~~

~~Witness:   
(print name)~~

Signed by Archie Ebsworth on his own behalf  
and on behalf of the Wongkumara People

this 22nd day of November 2012  
in the presence of:

Witness:   
(print name)

Signed by Noelene Edwards on her own behalf  
and on behalf of the Wongkumara People

this \_\_\_\_\_ day of \_\_\_\_\_ 2012  
in the presence of:

Witness: \_\_\_\_\_  
(print name)

s.49 - Signature

(signature)

(signature)

(witness signature)

**SCHEDULE ONE**





s.48 - Breach of Confidence

NPSR RTI DL Release



**SCHEDULE TWO**

Section 29 Notice

NPSR RTI DL Release

PL303\_S31\_Deed\_17.10.12

# NOTICE OF PROPOSED GRANT OF A PETROLEUM LEASE

## NATIVE TITLE ACT 1993 (CTH) SECTION 29

The Queensland Minister for Natural Resources and Mines, PO Box 15216, City East, Queensland, 4002, hereby gives notice of the proposed grant of the Petroleum Lease shown below under the *Petroleum and Gas (Production and Safety) Act 2004*(Qld).

**Nature of Act(s):** The grant of a Petroleum Lease under the *Petroleum and Gas (Production and Safety) Act 2004* (Qld), authorises the holder to undertake regulated activities in order to develop and produce payable deposits of petroleum for a period not exceeding thirty (30) years with the possibility of renewals for a term not exceeding thirty (30) years. It should be noted that this land will not be granted over a National Park (Scientific), National Park (Aboriginal Land), National Park (Torres Strait Islander Land), National Park (Cape York Peninsula Aboriginal Land), National Park (Recovery) or Conservation Park that are in existence on the date of effect of the tenure.

**Name and address of person doing acts:** It is proposed that the Petroleum Lease be granted under *Petroleum and Gas (Production and Safety) Act 2004* (Qld) by the Queensland Minister for Natural Resources and Mines, PO Box 15216, City East, Queensland 4002.

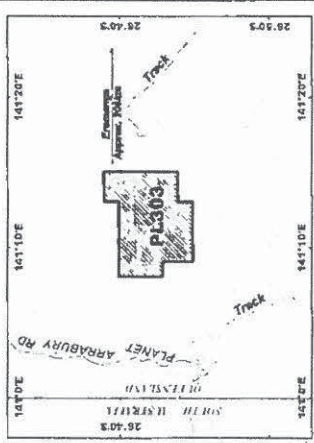
**Native Title Parties:** Under the *Native Title Act 1993* (Cth) any person who is a "native title party" is entitled to certain rights in relation to the proposed grant of Petroleum Leases. Under section 30 of the *Native Title Act 1993* (Cth), persons have until three (3) months after Notification Day to take certain steps to become native title parties in relation to this notice. Enquiries in relation to filing a native title determination application may be directed to the Federal Court, Brisbane Registry, Level 6, Commonwealth Law Courts, 119 North Quay, Brisbane, Queensland 4000. Telephone: (07) 3248 1100 or Email: [qldreg@fedcourt.gov.au](mailto:qldreg@fedcourt.gov.au)

**Enquiries in relation to the registration of a native title determination application may be directed to the National Native Title Tribunal, Brisbane Registry, Level 30, 239 George Street, Brisbane, Qld 4000, Telephone: (07) 3307 5000 or 1800 640 501.**

**Further Information:** Further information about the proposed grant of the Petroleum Lease, including extracts of plans showing the boundaries of the Petroleum Lease application may be obtained from the Department of Natural Resources and Mines, Landcentre, Corner of Vulture and Main Streets, Woolloongabba, Qld 4102. Telephone: (07) 3247 4665.

**Notification Day: 22 August 2012**

Petroleum Lease 303 sought by Sentas QNT Pty Ltd  
ACN 083 077 198 (32.5%) Avery Resources  
(Australia) Pty Ltd, ACN 115 183 729 (17.5%) Bow  
Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty  
Ltd ACN 107 568 174 (10%) and Semex Energy  
Limited ACN 008 942 827 (25%), over an area of  
9,900 ha, centred approximately 206km West of  
Eromanga, in the locality of Barcoo Shire Council and  
Bulloo Shire Council.



 Queensland Government

261

Pietzner Kirsten

PL 303

**From:** Kirby Camille  
**Sent:** Monday, 10 December 2012 11:53 AM  
**To:** [redacted]  
**Cc:** [redacted] Pietzner Kirsten  
**Subject:** RE: s.31 deed for PL303

Hi [redacted]

To summarise our conversation; it is fine that Santos wished to use the ILUA to progress the native title requirements for the overlapping Wongkumara claim overlap and not the s31 deed. There is no need to progress anything to the Minister if this is to occur. In this case, as there is an ILUA and a "no claim area" overlap, the tenement will be granted subject to the ILUA and noted that an RTN process was undertaken for the no claim area. It will be a pretty smooth process and I can't envision any issues occurring.

Cheers

Camille

Camille Kirby  
 Principal Project Officer (Petroleum)  
 Native Title Services | Mining and Petroleum Operations  
**Department of Natural Resources and Mines**  
 Telephone: 07 3247 4665 | Mobile [redacted] s.49 Facsimile: 07 3238 3188  
 Email: Camille.Kirby@dnrm.qld.gov.au

Level 16, 61 Mary Street, Brisbane Q 4000  
 PO Box 15216, City East, Qld 4002

**From:** [redacted]  
**Sent:** Monday, 10 December 2012 11:26 AM  
**To:** Kirby Camille  
**Cc:** [redacted]  
**Subject:** s.31 deed for PL303

Hi Camille,

49-Sch4 - Business affairs

As you are aware, Santos elected to utilise the RTN process with the Wongkumara on the basis that this would provide the best opportunity for the grant to proceed (subject to Ministerial sign-off) this year. We have negotiated a comprehensive whole of claim ILUA with the group which we expect to have registered in January (see attached notice from NNNTT). Santos is now considering options to utilise the ILUA to provide the native title consent for the Wongkumara area of PL303. I would like to understand how this would work in relation to the s.31 deed already drafted, and the process that would apply from here - specifically whether we can provide the s.31 deed to the Minister now for the "no claim" area, on the basis that the Wongkumara ILUA must be registered before the grant can proceed?

Probably easiest to discuss by phone - I am working from home today but contactable on the mobile [redacted] s.49 if you are free to catch up.

Thanks, [redacted]





Santos Ltd A.B.N. 80 007 550 923

Disclaimer: The information contained in this email is intended only for the use of the person(s) to whom it is addressed and may be confidential or contain privileged information. If you are not the intended recipient you are hereby notified that any perusal, use, distribution, copying or disclosure is strictly prohibited.

If you have received this email in error please immediately advise us by return email and delete the email without making a copy.

Please consider the environment before printing this email

NPSR RTI DL Release



# NATIVE TITLE ASSESSMENT

Department of

Lodgement Date: **3 September 2009** and Mines

Tenure No.: PL 303

Mining District: WINTON & QUILPIE

Local Authority: Barcoo & Bulloo Shire Councils

Prerequisite Tenure (if applicable): ATP 752

Date of Expiry of Prerequisite Tenures: 31 July 2018

Background Tenure: Crown Leasehold Land and Road

Proposed Action: Grant of Petroleum Lease 303

Recommendation: PROCEED WITH THE GRANT OF PETROLEUM LEASE 303 (s.31 Agreement)

- Partly within Native Title Claim QC08/3 (Wongkumara People).

Assessment: The application for the grant of Petroleum Lease 303 was commenced under the Right to Negotiate Provisions. The State commenced the RTN process under section 29 of the *Native Title Act 1993* (Cth) (NTA) and subsequently advertised and notified with the notification date being 22 August 2012. At the end of the notification period an overlap analysis search by National Native Title Tribunal indicated that there was one registered native title claim (Wongkumara People - QC08/3) over part of the land within PL 303.

The Native Title Party (Wongkumara People - QC08/3) consent to the grant of Petroleum Lease 303. The Section 31 Agreement has been signed by the Minister for Natural Resources and Mines on behalf of the State on 6 March 2013 (See copy on file).

Therefore, PL 303 may proceed to grant under the *Petroleum and Gas (Production and Safety) Act 2004* in accordance with the s.31 Agreement.

**Quality Assured By: Geoff Balke**  
**Position: Principal Tenures Officer**

s.49 - Signature

**Signature:**

**Date: 25 March 2013**