

13 MAR 2013



Department of
Natural Resources and Mines

Ref PL 303

[Redacted]

Santos Ltd
60 Flinders St
Adelaide SA 5000

Dear [Redacted]

I refer to the application for Petroleum Lease (PL) Number 303 which has undergone a right to negotiate process.

Please find enclosed four copies of the section 31 deed between the State of Queensland, Santos QNT Pty Ltd, Bengal Energy (Australia) Pty Ltd, Bow Energy Ltd, Ocellaris Oil Pty Ltd, Senex Energy Limited and the Wongkumara People.

Should you have any further enquiries, please do not hesitate to contact Mrs Kara Marland, Registrar, Petroleum Gas and Geothermal, Department of Natural Resources and Mines on telephone 07 3227 8907 or e-mail dmepetroleumtenures@dnrm.qld.gov.au.

Yours sincerely

s.49 - Signature

[Redacted Signature]

KARA MARLAND
Registrar, Petroleum Gas and Geothermal
Mining and Petroleum Operations

13 MAR 2013



Queensland
Government

Ref PL 303

Department of
Natural Resources and Mines

Wongkumara People
Mr Eddy Neumann
Eddy Neumann Lawyers
Level 1
255 Castlereagh St
Sydney NSW 2000

Dear Mr Neumann

I refer to the application for Petroleum Lease (PL) Number 303 which has undergone a right to negotiate process.

Please find enclosed a copy of the section 31 deed between the State of Queensland, Santos QNT Pty Ltd, Bengal Energy (Australia) Pty Ltd, Bow Energy Ltd, Ocellaris Oil Pty Ltd, Senex Energy Limited and the Wongkumara People.

Should you have any further enquiries, please do not hesitate to contact Mrs Kara Marland, Registrar, Petroleum Gas and Geothermal, Department of Natural Resources and Mines on telephone 07 3227 8907 or e-mail dmepetroleumtenures@dnrm.qld.gov.au.

Yours sincerely

s.49 - Signature

KARA MARLAND
Registrar, Petroleum Gas and Geothermal
Mining and Petroleum Operations

**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

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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.

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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

_____ (signature)
_____ (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)

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
Bow Energy Ltd
(ACN 111 019 857)
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
Ocellaris Oil Pty Ltd
(ACN 107 566 174)
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
Senex Energy Limited
(ACN 008 942 827)
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)

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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

(witness signature)

Signed by **Iona Smith** 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 **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 _____ 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 _____ 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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

(witness signature)

Signed by **Archie 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 **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)

SCHEDULE ONE

s.48 - Breach of Confidence

s.48 - Breach of Confidence

SCHEDULE TWO

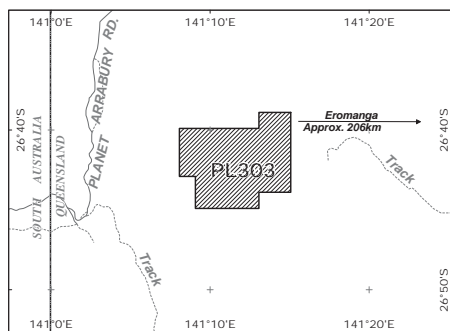
Section 29 Notice

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.



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

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



**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)

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

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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.

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 _____ day of _____ 201~~2~~³
in the presence of:

Witness: _____
(print name)

_____ (signature)
_____ (witness signature)

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

s.49 - Signature

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

Attorney

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

this 23rd day of November 2012
in the presence of:

Witness: _____
(print name)

(signature)

(signature)

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)

Name – Director/Secretary (print name)

this _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

(signature)

(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 ^{Pea} 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)

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

(witness/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

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)

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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

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 Cloney McKellar on his own behalf
and on behalf of the Wongkumara People~~

s.49 - Signature

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 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)

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)

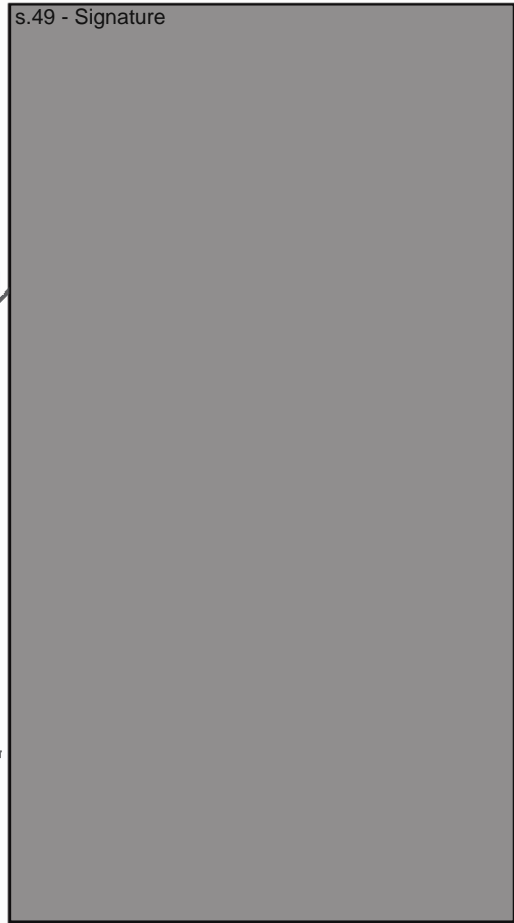
(witness signature)

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 SALOMON 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 SALOMON 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)

s.49 - Signature

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

~~this 22 day of November 2012
in the presence of Section 78B~~

~~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 Section 78B

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)

(signature)

(witness signature)

SCHEDULE ONE

s.48 - Breach of Confidence

s.48 - Breach of Confidence

SCHEDULE TWO

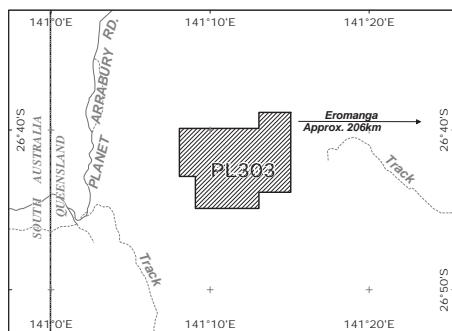
Section 29 Notice

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.



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

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



To: Minister Cripps
Minister for Natural Resources and Mines

From: Dan Hunt
Director-General
Natural Resources and Mines

DH 5/3

Chief of Staff ..	s.49 - Signature <i>OK</i>
Dated	<i>6 / 3 / 13</i>
Approved / Not Approved / Noted Further information required	
Minister	<i>Andrew Cripps</i>
Dated	<i>6/3/2013</i>

Endorsed: Sue Ryan, Deputy Director-General, SD
s.49 - Sign Jim Grundy, Executive Director, MPO

JR

20 February 2013

Execution of Deed under section 31 of the *Native Title Act 1993 (Cth)* for the grant of Petroleum Lease Number 303 to Santos QNT Pty Ltd, Bengal Energy (Australia) Pty Ltd, Bow Energy Ltd, Ocellaris Oil Pty Ltd and Senex Energy Limited.

Recommendation

1. It is recommended that the Minister sign all 6 copies of the section 31 deed (refer to **Attachment 1**) in the presence of a witness – the witness should also sign the section 31 deeds.

Timing

2. The fully executed section 31 deeds are required by 6 March 2013, so the lease can proceed to grant.

Background

3. Santos QNT Pty Ltd, Bengal Energy (Australia) Pty Ltd, Bow Energy Ltd, Ocellaris Oil Pty Ltd and Senex Energy Limited (the applicants) lodged an application with the State under the *Petroleum and Gas (Safety and Production) Act 2004 (Qld)* (the Act) for Petroleum Lease Number 303 (PL 303). The purpose of PL 303 is to allow the applicants to produce petroleum from land in the vicinity of Eromanga in the Barcoo and Bulloo Shire Council areas, where native title may exist
4. In order to validly grant PL 303 to the applicants, the State is required to progress the application through the right to negotiate process of the *Native Title Act 1993 (NTA)*.
5. The State issued a section 29 notice on 22 August 2012 (notification date) of its intention to grant PL 303 to the applicants.
6. **Attachment 2** provides further explanation of the requirements under the NTA. **Attachment 3** is a copy of the relevant sections of the NTA.
7. The area of PL 303 is subject to one registered native title claim on behalf of Wongkumara People (the native title party). There are no other relevant native title parties for the area of PL 303.
8. The applicants and the native title party have finalised their negotiations by signing an ancillary agreement and the section 31 deed. The State is not a party to the ancillary agreement and has no obligations under the ancillary agreement.
9. The section 31 deed is between the applicants, the native title party and the Minister for Natural Resources and Mines on behalf of the State of Queensland.
10. The section 31 deed was prepared by the State. The more important aspects of the deed are explained in **Attachment 2**.
11. The section 31 deed has been validly executed in counterpart by the applicant and by the native title party, with one exception. Mrs Edwards has not signed the section 31 deed as
12. Counsel has advised that it is appropriate for the State to accept an agreement as fully executed if all living native title party members responsible for signing a section 31 deed have done so. Counsel advises that it is unnecessary, each time a member passes

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 6-3-13

away, for the parties to apply to the Tribunal for a consent determination or for the native title party to apply under section 66B of the NTA to the Federal Court.

- 13. There is no legal impediment to the Minister executing the section 31 deed.

Attachments

- 14. Attachment 1: Section 31 deed for PL 303 (6 copies);
Attachment 2: Further explanation of NTA requirements; and
Attachment 3: Relevant sections of the *Native Title Act 1993*.

Clearance

- 15. N/A.

Next steps

- 16. Upon execution of the section 31 deeds by the Minister, the relevant officers will notify the Petroleum and Gas Registrar, the National Native Title Tribunal (Tribunal) and the Commonwealth Attorney-General and provide copies of the deed to the representatives for the parties and the Tribunal.

Dan Hunt 

Action Officer: Chris Rawlings
Telephone: 07 3405 5597

Minister for Natural Resources and Mines

Comments:

13-003

**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

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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.

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 6TH day of MARCH 2012
in the presence of:

Witness: LISA FRANCE
(print name)



Andrew Cripps

(signature)

s.49 - Signature

(Witness signature)

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)


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

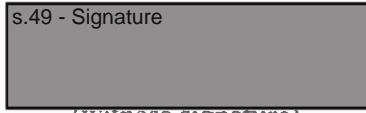
~~_____
(signature)~~

Section 78B
Name ~~Director/Secretary~~ (print name)

~~_____
(signature)~~

this 23rd day of November 2012
in the presence of:

Witness: Section 78B
(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)

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

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 NEUMAN
(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 NEUMAN
(print name)

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

this _____ day of _____ 2012
in the presence of:

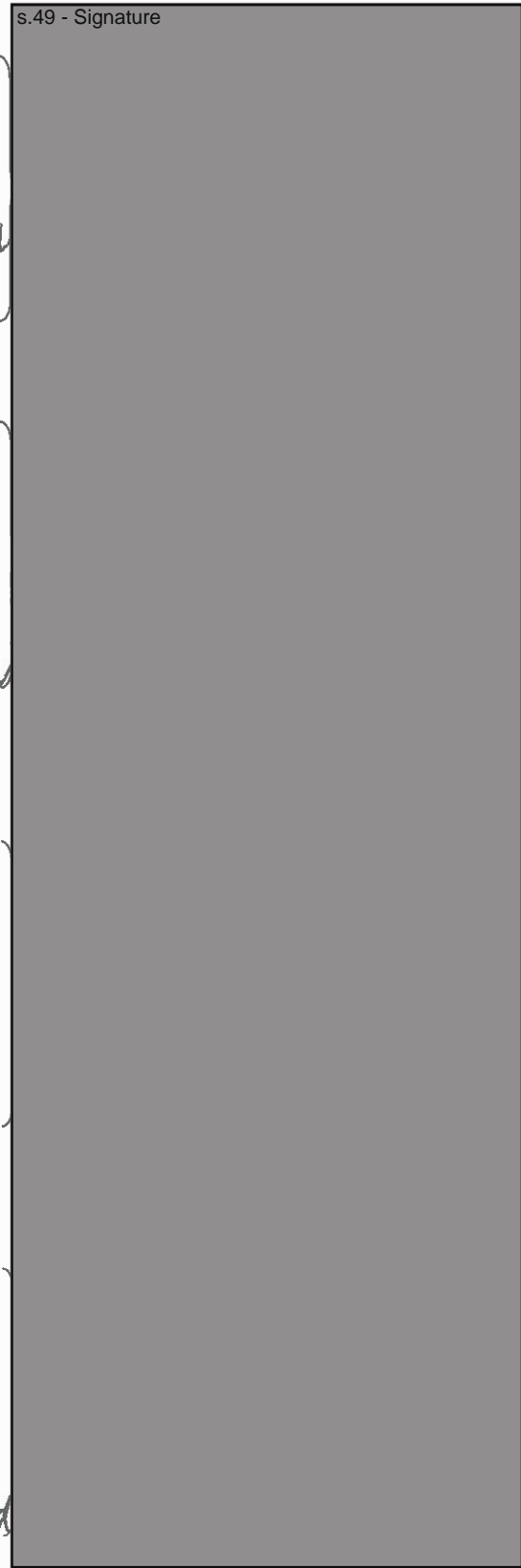
Witness: _____
(print name)

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 NEUMAN
(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: EDUARDO 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: ~~EDUARDO 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 Rosemary Wilson on her own behalf
and on behalf of the Wongkumara People~~

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

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

s.49 - Signature

(witness 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: EDUARD SALOMON 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: EDUARD SALOMON 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)

s.49 - Signature

~~Signed by **Sharlean 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:

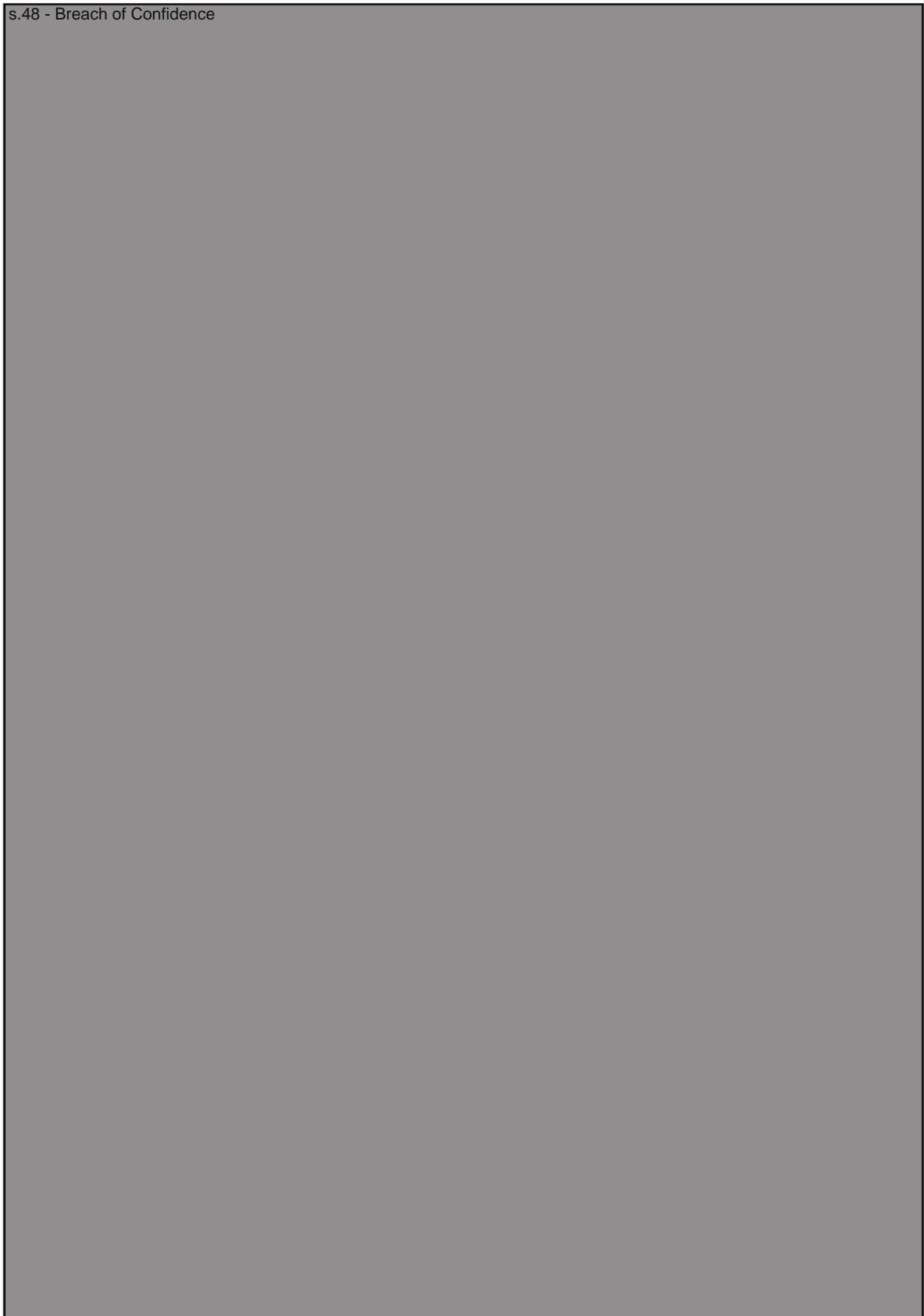
Witness: _____
(print name)

(signature)

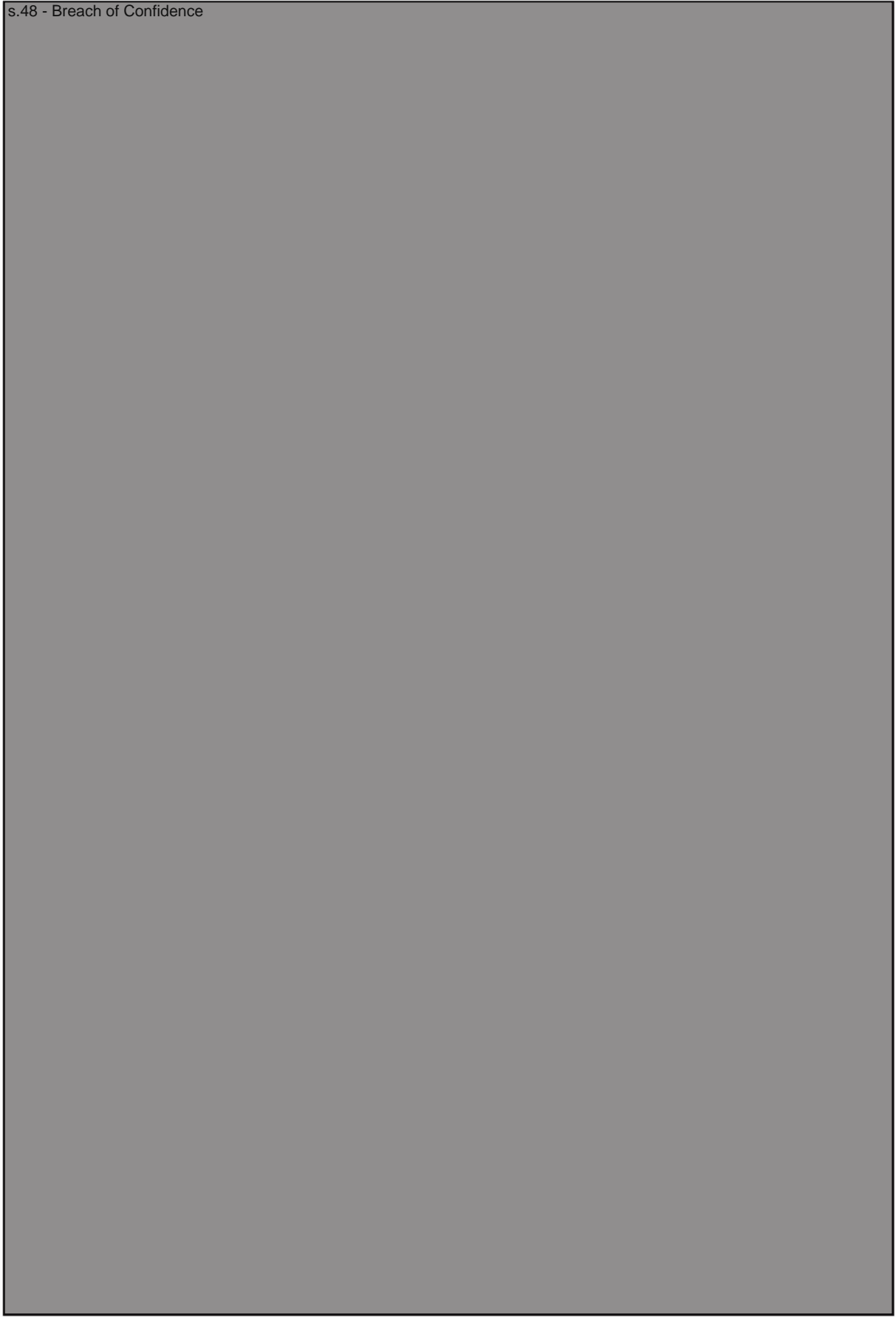
(witness signature)

SCHEDULE ONE

s.48 - Breach of Confidence



s.48 - Breach of Confidence



SCHEDULE TWO

Section 29 Notice

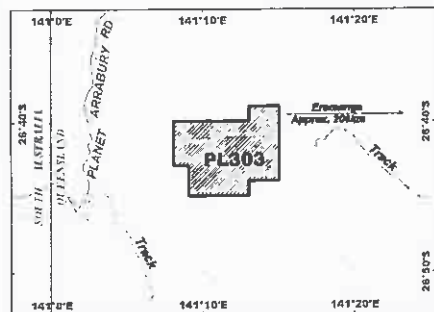
PL303_S31_Deed_17.10.12

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)*.

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 198 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.



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

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

 Queensland Government

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)



Extract from Register of Indigenous Land Use Agreements

NNTT number	QI2012/073
Short name	Santos-Wongkumara People ILUA
ILUA type	Area Agreement
Date registered	04/01/2013
State/territory	Queensland
Local government region	Barcoo Shire Council, Bulloo Shire Council, Quilpie Shire Council

Description of the area covered by the agreement

Clause 6.2 of the ILUA defines the "ILUA Area" as the land and waters shown and described in Schedule 1.

[Schedule 1 of the ILUA shows a map of the ILUA Area with geographic coordinates and describes the ILUA Area as:

The agreement area includes all of the land and waters within that part of native title determination application QUD52/08 - Wongkumara People (QC08/3) - as accepted for registration on 13 October 2009; within the state of Queensland, and further described by reference to metes and bounds.

The application excludes any area subject to the following native title determination applications:

- QUD6033/02 - Mithaka People QC02/35 as accepted for registration on 24 June 2009;
- QUD80/09 - Kullilli People QC09/1 as accepted for registration on 19 October 2011; and
- QUD435/06 Boonthamurra People QC06/15 as accepted for registration on 14 September 2011.

Schedule 1 is an attachment to the Register Extract]

Parties to agreement

Applicant

Party name	Santos Ltd (ABN 80 007 550 923)
Contact address	c/- Ashurst Australia Level 38 Riverside Centre 123 Eagle Street Brisbane QLD 4000

Party name Clancy McKellar, Iona Dawn Smith, Ernest (Hope) Ebsworth, Rosemary (Rose) Anne Wilson, Margaret Anne Collins, Sharleen Louise Knight, Archie Ebsworth and Noelene Margaret Edwards in their capacity as the Wongkumara Claimants on their own behalf and on behalf of the Wongkumara Native Title Claim Group (the native title claim group for claimant application QUD52/08)

Contact address c/- Eddy Neumann Lawyers
Level 1
255 Castlereagh Street
Sydney NSW 2000

Period in which the agreement will operate

Start date 03/08/2012

End date not specified

1.1 Term of this ILUA

This ILUA commences on the Commencement Date and terminates:

- (i) in the event of a Contrary Determination provided the requirements of clause 1.1(b)(i) below are satisfied;
- (ii) if the ILUA is not registered by 5 April 2015 or such other date as is agreed in writing by the Parties; or
- (iii) by mutual agreement of the Parties.

"Commencement Date" means the day on which this ILUA is executed by the Parties and if executed on different days, the later of those days.

Statements of the kind mentioned in ss. 24EB(1) or 24EBA(1) or (4)

3.1 Consents given to the Petroleum Entities under this ILUA

(a) The Consents

From the Commencement Date, the Wongkumara Claimants consent to:

- (i) the Grant of Petroleum Tenements
 - (ii) the Grant of Approvals: and
 - (iii) the doing of Petroleum Activities
- (b) For the avoidance of doubt, the Parties consent, for the purpose of Part 2, Division 3, Subdivision C, section 24EB(1)(b) of the NTA and regulation 7(5) of the ILUA Regulations, to the Grant of Petroleum Tenements, the Grant of Approvals and doing of any Petroleum Activities that are Future Acts.

4.2 Effect of Registration - Right to Negotiate does not apply

For the purpose of section 24EB(1)(c) of the NTA, the RTN [the right to negotiate] is not intended to apply and does not apply to any Future Act subject to a Consent or the No Challenge Obligation.

6.2 Definitions

'Approval' means any tenure, authorisation, lease, licence, permit, authority, approval, certificate, consent, direction or notice from or by any Government Agency or other competent authority considered necessary or desirable for the doing of an activity within the ILUA Area.

'Consents' means those consents given by the Wongkumara Claimants utilised by the Petroleum Entities to obtain the Grant of any Petroleum Tenement or Approval under clause 3.1 of this ILUA.

'Petroleum Activities' means all activities and operations within the ILUA Area proposed or

undertaken by the Petroleum Entities and their contractors, servants or agents pursuant to the Petroleum Tenements and Approvals.

'Petroleum Entities' means the people (including Santos Entities, where applicable) who are separately or in any combination, parties to a Joint Venture Agreement, and those persons' Related Bodies Corporate.

'Petroleum Tenements' means all Petroleum Authorities within the ILUA Area Granted or to be Granted to Petroleum Entities under the Petroleum Legislation and any related right or interest providing the Petroleum Entities with access, entry or permission to conduct Petroleum Activities.

Attachments to the entry

QI2012_073 Schedule 1 Map and Description of ILUA Area.pdf

**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

Avery Resources (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

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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

Avery Resources (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.

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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

} _____
(signature)

} _____
(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
Avery Resources (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
Bow Energy Ltd
(ACN 111 019 857)
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
Ocellaris Oil Pty Ltd
(ACN 107 566 174)
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
Senex Energy Limited
(ACN 008 942 827)
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)

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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

(witness signature)

Signed by **Iona Smith** 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 **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 _____ 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 _____ 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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

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

this _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

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)

SCHEDULE ONE

s.48 - Breach of Confidence

s.48 - Breach of Confidence

SCHEDULE TWO

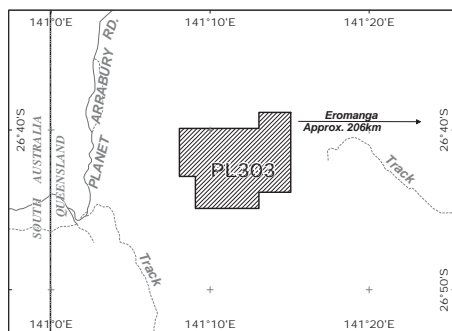
Section 29 Notice

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.



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

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



9 August 2012

Team Leader Tenures Compliance
L22 Santos Place
32 Turbot St
BRISBANE, QLD 400

Reference

Permit Type and number: PL 303
Our Ref: NTS/0010288

Right to Negotiate Notice of Proposed Grant

Dear Sir/Madam

In accordance with section 29 of the *Native Title Act 1993* (Cth) notice of the proposed grant of Petroleum Lease (PL) Number 303 is hereby given.

This notice was advertised in the *Koori Mail* on Wednesday, 8 August 2012 and the *Western Times* on 9 August 2012 with a notification day of 22 August 2012. Please find enclosed the following information in relation to this application:

- Notice of Proposed Grant of PL 303 and
- Departmental Public Search report.

Should you have any further enquiries, please contact Camille Kirby, Native Title Services of Department of Natural Resources and Mines on telephone 07 3247 4665.

Yours sincerely

s.49 - Signature

Camille Kirby
**Principal Project Officer
Native Title Services Unit
Mining and Petroleum Operations
Department of Natural Resources and Mines**

cc: External Affairs, Eastern Australia Business Unit, Santos Ltd



Miscellaneous Tenures Public Detail Report

Tenure Id: PL 303
 District: QUILPIE
 Previous Id: Tenancy Type:
 Status: APPLICATION
 Sub-Status:

Principal Holder

SANTOS QNT PTY LTD
 TEAM LEADER TENURES COMPLIANCE
 LEVEL 22, SANTOS PLACE
 32 TURBOT STREET
 BRISBANE
 QLD 4000

<u>Holder Names</u>	<u>Share %</u>	<u>Status</u>	<u>Deal In</u>	<u>Date Appv</u>	<u>Deal Out</u>
SANTOS QNT PTY LTD	32.500000000000	Current	0	03-SEP-2009	1037388
OCELLARIS OIL PTY LTD	10.000000000000	Current	0	03-SEP-2009	1037388
SENEX ENERGY LIMITED	25.000000000000	Current	1024541	04-MAR-2011	1037388
BOW ENERGY PTY LTD	15.000000000000	Current	1045583	18-JUL-2012	1037388
BENGAL ENERGY (AUSTRALIA) PTY LTD	17.500000000000	Current	1045806	01-AUG-2012	1037388
SANTOS QNT PTY LTD	45.000000000000	Pending	1037388		
BENGAL ENERGY (AUSTRALIA) PTY LTD	25.000000000000	Pending	1037388		
SENEX ENERGY LIMITED	15.000000000000	Pending	1037388		
BOW ENERGY PTY LTD	9.000000000000	Pending	1037388		
OCELLARIS OIL PTY LTD	6.000000000000	Pending	1037388		
VICTORIA PETROLEUM NL	25.000000000000	Former	0	03-SEP-2009	1024541
AVERY RESOURCES (AUSTRALIA) PTY LTD	17.500000000000	Former	0	03-SEP-2009	1045806
BOW ENERGY LTD	15.000000000000	Former	0	03-SEP-2009	1045583

Lodged Date: 03-SEP-2009

Date of Grant: Act Granted Under:

Date Non-Current: Act Administered:

Operational Project:

Plan Number:

Area: 9900 Hectares

Rate/Unit Area: 99.00

Rent Commenced:

Rent Due:

Security Required :

Term History

<u>Commenced</u>	<u>Expiry</u>	<u>Years</u>	<u>Act</u>
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Miscellaneous Tenures Public Detail Report

Tenure Id: PL 303

Gov. Gazette:

Volume No.:

Folio No.:

Purpose/Mineral: PETROLEUM

Locality: APPROX. 95 KMS NW OF BALLERA GAS CENTRE

Revoc. Gazette:

Public Remarks

ATP RELATED PL APPLICATION OVER 33 SUB-BLOCKS FOR 21 YEARS. PRE-REQ TENURE ATP 752.
 TO BE GRANTED UNDER P&G ACT 2004.

Local Authorities

Barcoo (S)

Bulloo (S)

<u>Dealing Name</u>	<u>Dealing Number</u>	<u>Action Initiated</u>	<u>Expected Completion</u>	<u>Actual Completion</u>
CHANGE OF NAME Remarks: Changed name from VICTORIA PETROLEUM NL to SENEX ENERGY LIMITED	1024541	04-MAR-2011	04-MAR-2011	28-MAR-2011
CHANGE OF NAME Remarks: Changed name from BOW ENERGY LTD to BOW ENERGY PTY LTD	1045583	18-JUL-2012	18-JUL-2012	26-JUL-2012
CHANGE OF NAME Remarks: Changed pending holder name from BOW ENERGY LTD to BOW ENERGY PTY LTD	1037388	26-JUL-2012	26-JUL-2012	26-JUL-2012
CHANGE OF NAME Remarks: Changed name from AVERY RESOURCES (AUSTRALIA) PTY LTD to BENGAL ENERGY (AUSTRALIA) PTY LTD	1045806	01-AUG-2012	01-AUG-2012	01-AUG-2012

Sub-Tenures

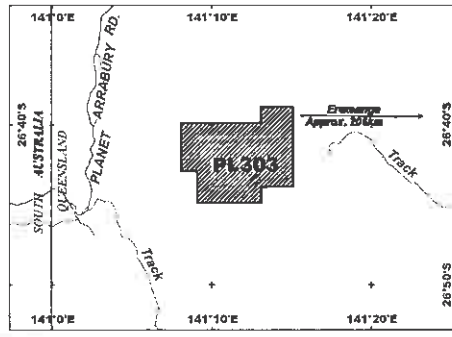
Tenure Id Lodge Date Date Granted Status Sub Status

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).

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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 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

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 applications 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

[23 July 2012]

Principal Adviser, Aboriginal Engagement
Santos
60 Flinders St,
ADELAIDE, SA 5000

Dear **Reference**

Petroleum Lease application: 303
Our Ref: NTS/00100288

Right to Negotiate Process

I refer to your application lodged on 13 July 2012 Petroleum Lease (PL) Number 303. Your application has been referred to the Minister who has decided the State will progress your application through the Right To Negotiate process under the *Native Title Act 1993* (Cth) ("the Act").

Draft Public Notice:

The Department has prepared a draft (copy enclosed) of the "Public Notice" advertisement for your information, prior to progressing the public notification requirements set out in section 29 of the Act.

The Public Notice is a critical part of the notification process. Consequently, it is important to note that the notice enclosed is a **draft only**. **You should seek your own legal advice as to whether or not the notice satisfies the requirements under the Act.**

The Department is assisting you in placing your Public Notice and we have asked the *Koori Mail* and *The Western Times* to place the notice in their respective newspapers. The cost for this tenure to be advertised is **\$1,463.77**, which includes GST, is required to be lodged by **no later than 3 August 2012**.

An adjustment to that amount may need to be made if the actual costs differ from what the newspapers have indicated the costs will be. Failure to provide the monies by the due date may result in delay in having your advertisement placed in the newspapers.

Publication of Advertisement in Newspapers:

Based on current planning, it is anticipated that the advertisement will be published on 8 August 2012. However, this date may be subject to change and the Department accepts no responsibility for any change of publication dates.

Notification Date:

The draft advertisement enclosed for your consideration indicates the Notification Date will be 22 August 2012.

Should you have any further enquiries or require information about how monies should be paid, please contact Camille Kirby, Native Title Services of Department of Natural Resources and Mines on 07 3247 4665.

Yours sincerely

s.49 - Signature

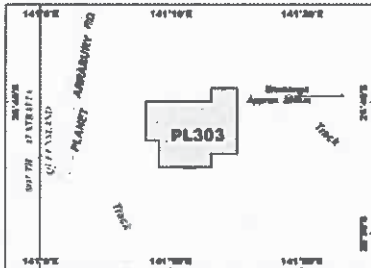
Camille Kirby
Principal Project Officer (Petroleum)
Native Title Services Unit
Mining and Petroleum Operations

NOTICE OF PROPOSED GRANT OF A PETROLEUM LEASE

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Queensland Government

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Further Information: Further Information about the proposed grant of the Petroleum Lease, including extracts of plans showing the boundaries of the Petroleum Lease applications 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

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KOORI MAIL

9 August 2012

The Registrar
National Native Title Tribunal, Brisbane Registry
GPO Box 9973
BRISBANE QLD 4001

Reference

Permit Type and number: PL 303

Our Ref: NTS/0010288

Right to Negotiate Notice of Proposed Grant

Dear Sir/Madam

In accordance with section 29 of the *Native Title Act 1993* (Cth) notice of the proposed grant of Petroleum Lease (PL) Number 303 is hereby given.

This notice was advertised in the *Koori Mail* on Wednesday, 8 August 2012 and the *Western Times* on 9 August 2012 with a notification day of 22 August 2012. Please find enclosed the following information in relation to this application:

- Notice of Proposed Grant of PL 303 and
- Departmental Public Search report.

Should you have any further enquiries, please contact Camille Kirby, Native Title Services of the Department of Natural Resources and Mines on telephone 07 3247 4665.

Yours sincerely

s.49 - Signature

Camille Kirby
Principal Project Officer
Native Title Services Unit
Mining and Petroleum Operations
Department of Natural Resources and Mines



Miscellaneous Tenures Public Detail Report

Tenure Id: PL 303
 District: QUILPIE
 Previous Id: Tenancy Type:
 Status: APPLICATION
 Sub-Status:

Principal Holder

SANTOS QNT PTY LTD
 TEAM LEADER TENURES COMPLIANCE
 LEVEL 22, SANTOS PLACE
 32 TURBOT STREET
 BRISBANE
 QLD 4000

<u>Holder Names</u>	<u>Share %</u>	<u>Status</u>	<u>Deal In</u>	<u>Date Appv</u>	<u>Deal Out</u>
SANTOS QNT PTY LTD	32.500000000000	Current	0	03-SEP-2009	1037388
OCELLARIS OIL PTY LTD	10.000000000000	Current	0	03-SEP-2009	1037388
SENEX ENERGY LIMITED	25.000000000000	Current	1024541	04-MAR-2011	1037388
BOW ENERGY PTY LTD	15.000000000000	Current	1045583	18-JUL-2012	1037388
BENGAL ENERGY (AUSTRALIA) PTY LTD	17.500000000000	Current	1045806	01-AUG-2012	1037388
SANTOS QNT PTY LTD	45.000000000000	Pending	1037388		
BENGAL ENERGY (AUSTRALIA) PTY LTD	25.000000000000	Pending	1037388		
SENEX ENERGY LIMITED	15.000000000000	Pending	1037388		
BOW ENERGY PTY LTD	9.000000000000	Pending	1037388		
OCELLARIS OIL PTY LTD	6.000000000000	Pending	1037388		
VICTORIA PETROLEUM NL	25.000000000000	Former	0	03-SEP-2009	1024541
AVERY RESOURCES (AUSTRALIA) PTY LTD	17.500000000000	Former	0	03-SEP-2009	1045806
BOW ENERGY LTD	15.000000000000	Former	0	03-SEP-2009	1045583

Lodged Date: 03-SEP-2009

Date of Grant: Act Granted Under:

Date Non-Current: Act Administered:

Operational Project:

Plan Number:

Area: 9900 Hectares

Rate/Unit Area: 99.00

Rent Commenced:

Rent Due:

Security Required :

Term History

<u>Commenced</u>	<u>Expiry</u>	<u>Years</u>	<u>Act</u>
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Miscellaneous Tenures Public Detail Report

Tenure Id: PL 303

Gov. Gazette:

Volume No.:

Folio No.:

Purpose/Mineral: PETROLEUM

Locality: APPROX. 95 KMS NW OF BALLERA GAS CENTRE

Revoc. Gazette:

Public Remarks

ATP RELATED PL APPLICATION OVER 33 SUB-BLOCKS FOR 21 YEARS. PRE-REQ TENURE ATP 752.
 TO BE GRANTED UNDER P&G ACT 2004.

Local Authorities

Barcoo (S)

Bulloo (S)

<u>Dealing Name</u>	<u>Dealing Number</u>	<u>Action Initiated</u>	<u>Expected Completion</u>	<u>Actual Completion</u>
CHANGE OF NAME Remarks: Changed name from VICTORIA PETROLEUM NL to SENEX ENERGY LIMITED	1024541	04-MAR-2011	04-MAR-2011	28-MAR-2011
CHANGE OF NAME Remarks: Changed name from BOW ENERGY LTD to BOW ENERGY PTY LTD	1045583	18-JUL-2012	18-JUL-2012	26-JUL-2012
CHANGE OF NAME Remarks: Changed pending holder name from BOW ENERGY LTD to BOW ENERGY PTY LTD	1037388	26-JUL-2012	26-JUL-2012	26-JUL-2012
CHANGE OF NAME Remarks: Changed name from AVERY RESOURCES (AUSTRALIA) PTY LTD to BENGAL ENERGY (AUSTRALIA) PTY LTD	1045806	01-AUG-2012	01-AUG-2012	01-AUG-2012

Sub-Tenures

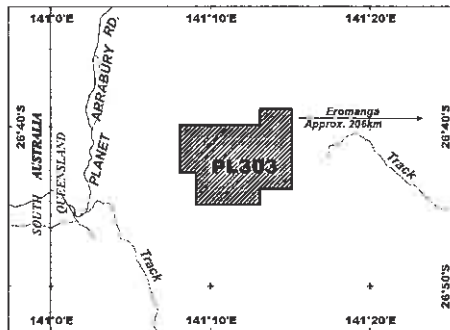
Tenure Id Lodge Date Date Granted Status Sub Status

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 198 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex Energy Limited ACN 008 942 827 (25%), over an area of 9,900 ha, centred approximately 208km West of Eromanga, in the locality of Barcoo Shire Council and Bulloo Shire Council.



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 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

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 applications 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



9 August 2012

Wongkumara People
C/- Eddy Neumann
Eddy Neumann Lawyers
Level 1
255 Castlereagh Street
SYDNEY NSW 2000

Reference

Permit Type and number: PL 303
Our Ref: NTS/0010288

Right to Negotiate Notice of Proposed Grant

Dear Mr Neumann,

In accordance with section 29 of the *Native Title Act 1993* (Cth) notice of the proposed grant of Petroleum Lease (PL) Number 303 is hereby given. I am sending this notice to you as the registered service for the registered applicants for the Wongkumara People: Ms Noelene Margaret Edwards, Mr Clancy McKellar, Ms Iona Dawn Smith, Mr Ernest (Hope) Ebsworth, Ms Rosemary (Rose) Anne Wilson, Ms Margaret Anne Collins, Ms Sharleen Louise Knight, Mr Archie Ebsworth.

This notice was advertised in the *Koori Mail* on Wednesday, 8 August 2012 and the *Western Times* on 9 August 2012 with a notification day of 22 August 2012. Please find enclosed the following information in relation to this application:

- Notice of Proposed Grant of PL 303 and
- Departmental Public Search report.

Section 31(1) of the NTA provides that the State must give all native title parties an opportunity to make submissions to it, either in writing or orally, regarding the proposal.

Accordingly, I formally invite you to make submissions to the State. Your submissions can be in oral or written form.; as follows;

- For oral submissions; contact Ms Camille Kirby on telephone 07 3247 4665; or
- For written submissions; address to: Director, Native Title Services, Department Natural Resources and Mines. PO Box 15216, City East, Qld, 4002.

Should you have any further enquiries, please contact Camille Kirby, Native Title Services of the Department of Natural Resources and Mines on telephone 07 3247 4665.

Yours sincerely

s.49 - Signature

Camille Kirby
Principal Project Officer
Native Title Services Unit
Mining and Petroleum Operations
Department of Natural Resources and Mines



Miscellaneous Tenures Public Detail Report

Tenure Id: PL 303
 District: QUILPIE
 Previous Id: Tenancy Type:
 Status: APPLICATION
 Sub-Status:

Principal Holder

SANTOS QNT PTY LTD
 TEAM LEADER TENURES COMPLIANCE
 LEVEL 22, SANTOS PLACE
 32 TURBOT STREET
 BRISBANE
 QLD 4000

<u>Holder Names</u>	<u>Share %</u>	<u>Status</u>	<u>Deal In</u>	<u>Date Appv</u>	<u>Deal Out</u>
SANTOS QNT PTY LTD	32.500000000000	Current	0	03-SEP-2009	1037388
OCELLARIS OIL PTY LTD	10.000000000000	Current	0	03-SEP-2009	1037388
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BOW ENERGY LTD	15.000000000000	Former	0	03-SEP-2009	1045583

Lodged Date: 03-SEP-2009

Date of Grant: Act Granted Under:

Date Non-Current: Act Administered:

Operational Project:

Plan Number:

Area: 9900 Hectares

Rate/Unit Area: 99.00

Rent Commenced:

Rent Due:

Security Required :

Term History

<u>Commenced</u>	<u>Expiry</u>	<u>Years</u>	<u>Act</u>
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Miscellaneous Tenures Public Detail Report

Tenure Id: PL 303

Gov. Gazette:

Volume No.:

Folio No.:

Purpose/Mineral: PETROLEUM

Locality: APPROX. 95 KMS NW OF BALLERA GAS CENTRE

Revoc. Gazette:

Public Remarks

ATP RELATED PL APPLICATION OVER 33 SUB-BLOCKS FOR 21 YEARS. PRE-REQ TENURE ATP 752.
 TO BE GRANTED UNDER P&G ACT 2004.

Local Authorities

Barcoo (S)

Bulloo (S)

<u>Dealing Name</u>	<u>Dealing Number</u>	<u>Action Initiated</u>	<u>Expected Completion</u>	<u>Actual Completion</u>
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Sub-Tenures

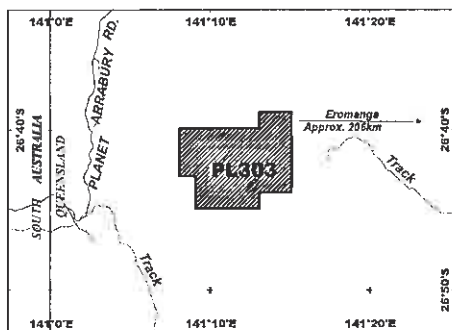
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The Queensland Minister for Natural Resources and Mines, PO Box 15216, City East, Queensland, 4002, hereby gives notice of the proposed grant of the Petroleum Lease shown below under the *Petroleum and Gas (Production and Safety) Act 2004*(Qld).

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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 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

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Notification Day: 22 August 2012



9 August 2012

Queensland South Native Title Services
PO Box 10832
Adelaide Street
BRISBANE QLD 4000

Reference

Permit Type and number: PL 303
Our Ref: NTS/0010288

Right to Negotiate Notice of Proposed Grant

Dear Sir/Madam

In accordance with section 29 of the *Native Title Act 1993* (Cth) notice of the proposed grant of Petroleum Lease (PL) Number 303 is hereby given.

This notice was advertised in the *Koori Mail* on Wednesday, 8 August 2012 and the *Western Times* on 9 August 2012 with a notification day of 22 August 2012. Please find enclosed the following information in relation to this application:

- Notice of Proposed Grant of PL 303 and
- Departmental Public Search report.

Should you have any further enquiries, please contact Camille Kirby, Native Title Services of the Department of Natural Resources and Mines on telephone 07 3247 4665.

Yours sincerely

s.49 - Signature

Camille Kirby
**Principal Project Officer
Native Title Services Unit
Mining and Petroleum Operations
Department of Natural Resources and Mines**



Miscellaneous Tenures Public Detail Report

Tenure Id: PL 303
District: QUILPIE
Previous Id: **Tenancy Type:**
Status: APPLICATION
Sub-Status:

Principal Holder

SANTOS QNT PTY LTD
 TEAM LEADER TENURES COMPLIANCE
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Lodged Date: 03-SEP-2009

Date of Grant: **Act Granted Under:**

Date Non-Current: **Act Administered:**

Operational Project:

Plan Number:

Area: 9900 Hectares

Rate/Unit Area: 99.00

Rent Commenced:

Rent Due:

Security Required :

Term History

<u>Commenced</u>	<u>Expiry</u>	<u>Years</u>	<u>Act</u>
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Miscellaneous Tenures Public Detail Report

Tenure Id: PL 303

Gov. Gazette:

Volume No.:

Folio No.:

Purpose/Mineral: PETROLEUM

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ATP RELATED PL APPLICATION OVER 33 SUB-BLOCKS FOR 21 YEARS. PRE-REQ TENURE ATP 752. TO BE GRANTED UNDER P&G ACT 2004.

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Sub-Tenures

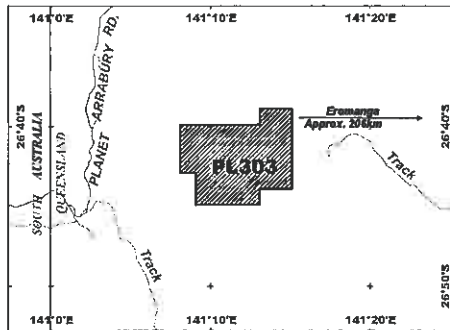
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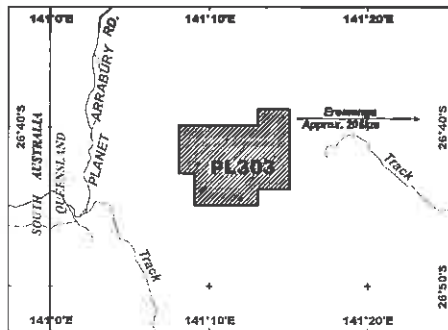


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Notification Day: 22 August 2012

Dated at Brisbane this

23rd

day of

July

2012

Signed:

[Signature Box]

s.49 - Signature

General Manager, Mining and Petroleum Operations
for Minister for Natural Resources and Mines.

Queensland Government

To: Jim Grundy
General Manager MAPO
From: Gerry Mckie
Director Native Title Services

16 July 2012

Commencement of the Right to Negotiate process and the issue of Section 29 Notice pursuant of the Native Title Act 1993 (Cth) for s.73 - Not relevant

s.73 - Not relevant

s.73 - Not relevant

and PL 303.

Recommendation

1. Approve the issue of these Section 29 Notices which notify the State's intention to grant the renewal of s.73 - Not relevant
s.73 - Not relevant
s.73 - Not relevant and PL 303; details listed in Attachment 1.

Timing

2. Approval is required to progress these applications through the grant process.

Background

3. In order to progress the applications in accordance with the Mineral Resources Act 1989 (Qld)(MRA), Native Title must be addressed.
4. An assessment has been undertaken and it has been determined that Native Title may continue to exist on the background land tenures.
5. The State must give notice in accordance with Section 29 of the Native Title Act 1993 (Cth)(NTA) to commence the Right to Negotiate (RTN) process. The parties must negotiate in good faith with a view to reaching an agreement.
6. The parties include the State, the Applicants and the Native Title Parties.
7. To progress the application through the RTN process, approval must be provided by the General Manager, Mining and Petroleum Operations, as the delegated officer pursuant to the Native Title Act Right to Negotiate (Ministerial) Delegation (No.1) 2011.
8. The grant of the tenements allows operational productivity and promotes job creation in the mining industry and will provide additional royalties and rents for the State.

Finance

9. There are no funding implications.
10. Cost involved in complying with the advertising requirements of Section 29 of the NTA is paid by the Applicants prior to proceeding with advertising.

Issues

11. To address future act requirements, these applications must proceed through a RTN process pursuant to Subdivision P or an Indigenous Land Use Agreement (ILUA) pursuant to subdivision C of the NTA.
12. There are no registered ILUAs over the tenement areas which would allow the action to proceed.
13. The RTN process is the appropriate process to address native title requirements for the applications.
14. The Applicants have requested the State to initiate the RTN process for their applications and the Applicants have indicated a willingness to participate in this process.
15. The Applicants have completed RTN submissions which satisfy the Department's Guidelines.

16. Successful completion of a RTN process will address native title issues so that the applications can proceed and be granted pursuant to the provisions of the MRA.

Attachments

Attachment 1: Summary of tenement applications

Attachment 2: Map of tenements listed in Attachment 1

Next steps

17. Once approved, the Section 29 Notice will be published through the requisite media as determined by the NTA.
18. The public notices will appear in both the newspaper that circulates generally throughout the area to which the notification relates and the relevant special interest publication which caters mainly or exclusively for the interests of Aboriginal and /or Torres Strait Islander peoples.

~~NOTED / APPROVED / NOT APPROVED~~

s.49 - Signature



General Manager, Mining and Petroleum
Operations

**As Delegate of the Minister for Natural
Resources and Mines under the Native
Title Act Right to Negotiate (Ministerial)
Delegation (No.1) 2011**

20 / 7 / 2012

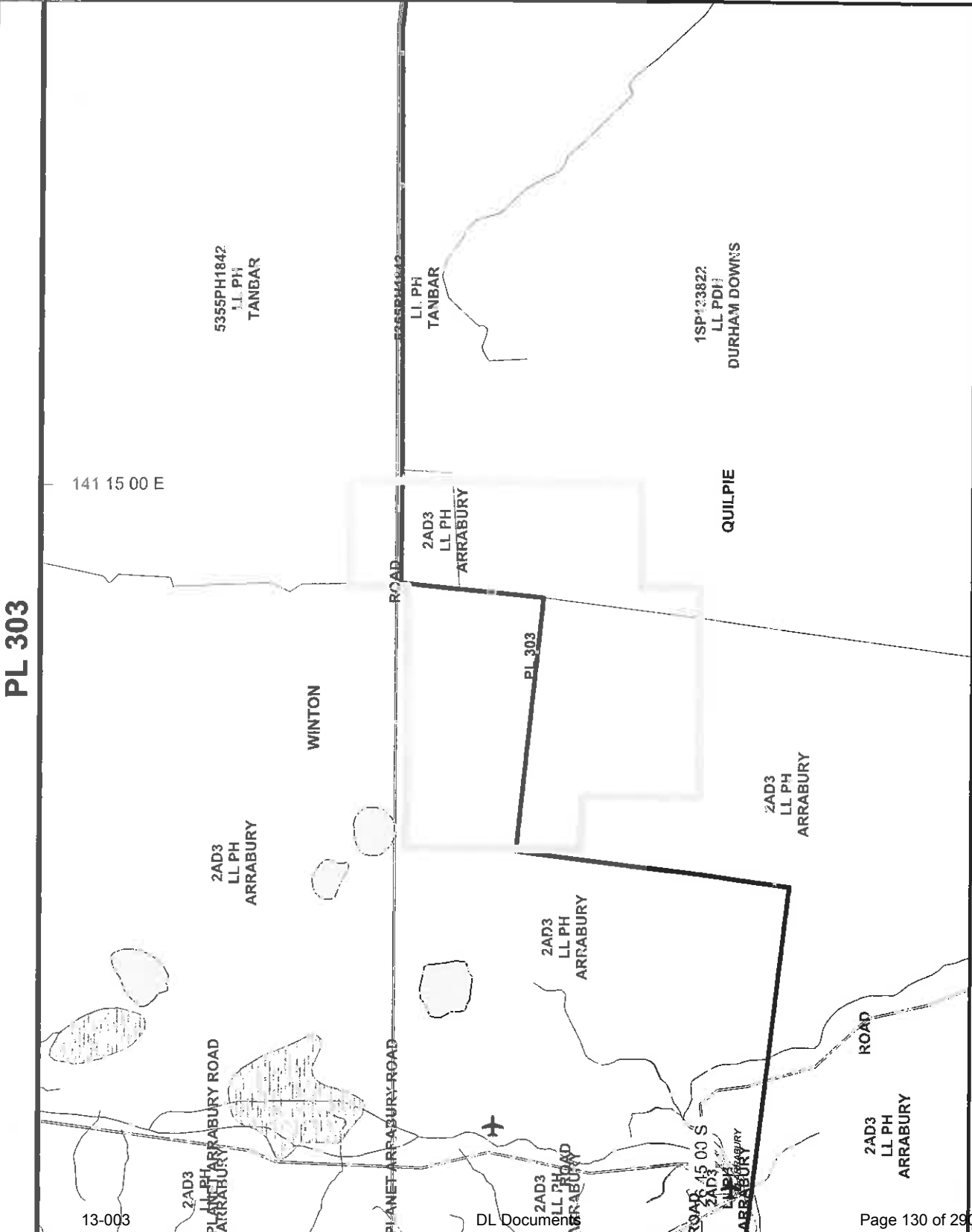
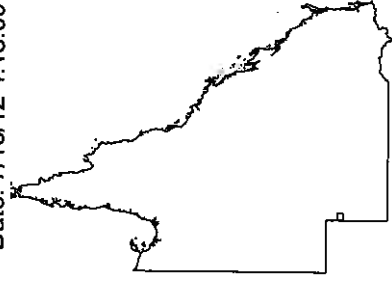
Gerry Mckie

Enquiries: Chris Rawlings
Telephone: +61 7 3405 5597

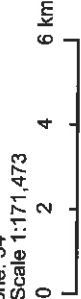


Please turn over for legend

A4 From 256
Requested By: kirbyc
Date: 7/16/12 4:18:00 PM



Projection: UTM (GDA94)
Zone: 54
Scale 1:171,473



Note - on small scale map prints, care should be taken when viewing features as their relative locations may not be discernable at that scale.

Users of the information recorded in this document (the Information) accept all responsibility and risk associated with the use of the Information and should seek independent professional advice in relation to dealings with property. Despite the Department of Employment, Economic Development and Innovation (DEEDI), Mines best efforts, DEEDI makes no representations or warranties in relation to the Information, and, to the extent permitted by law, exclude or limit all warranties relating to correctness, accuracy, reliability, completeness or currency and all liability for any direct, indirect and consequential costs, losses, damages and expenses incurred in any way (including but not limited to that arising from negligence) in connection with any use of or reliance on the Information.

LEGEND

DCDB All

Mining District

PL Application

Selected - PL Application

Topo - Airports

Topo - Drainage (250K)

watercours_1

Topo - Lakes, Dams

lake

sub_to_inund

Topo - Localities (100K)

Homestead

Topo - Road

Major Roads

Roads

Topo - Streams

waterline

3-003



DL Documents

Tenure Type	Tenure No.	Applicant	Relevant legislation	Action	Project/Mine Name	Area	Location	Mining District	Operational Area	Land Council	NT Claimant Group/Claim Number
-------------	------------	-----------	----------------------	--------	-------------------	------	----------	-----------------	------------------	--------------	--------------------------------

s.73 - Not relevant

s.73 - Not relevant

PL	303	Santos QNT Pty Ltd	<i>P&G Act</i>	Grant		9900 hectares		Quilpie		Queensland South Native Title Services	Wongkumara People

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)

Arrangement number DPC-22-2011

Submission Date:*

Blaze Account Manager

Name:

Client Details

Department: *

Blaze Client Code*

Order Number:

Contact Name: *

Address: *

Contact Email: *

Contact Phone: *

Contact Fax:

DPC Approval: **
 Yes Not required

(** DPC approval is only required for departmental recruitment advertising that requires an exemption from the Advertising Guidelines. To seek DPC consideration please email advertising.requests@premiers.qld.gov.au. DPC approval only applicable to core government departments.)

Billing Details

Contact Name: *

Address: *

Contact Email: *

Contact Phone: *

Contact Fax:

Finance Code:

* = Mandatory fields

Publication Details

** Please complete ALL details

Colour: Mono **Full**

Please specify spot colour

If not specified please specify template required

Publication	Date	Size	Classification
Koori mail	08/08/2012		
Comments S29 Notice for PL 303 in conjunciton with Western Times advert			

Publication	Date	Size	Classification
Western Times	08/08/2012		
Comments S29 Notice for PL 303 in conjunciton with Koori Mail advert			

Publication	Date	Size	Classification
	dd/MM/yyyy		
Comments			

Publication	Date	Size	Classification
	dd/MM/yyyy		
Comments			

Please forward completed form to your Account Manager by a minimum 24 hours prior to booking deadline.

Deadlines are subject to change around public holidays. Note minimum 4 working days around public holidays.

For further queries please phone (07) 3309 4728.

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.

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 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

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 applications 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

RIGHT TO NEGOTIATE CHECKLIST FOR AN APPLICATION FOR A PETROLEUM AND GAS TENEMENT

This checklist is to be completed to determine whether the RTN submission meets the Native Title criteria for the generation of the Section 29 Government Notice.

PART A – RECEIVING DETAILS

Document received by (name): C Kirby
Submission Lodged: 13 July 2012

Petroleum Lease: 303

Applicant(s): Santos QNT Pty Ltd

Pre-Lodgement Meetings: n/a

P&G ACT REQUIREMENTS

Requirement	Yes	No	Remarks
All tenements up to Grant standing?	X		ATP 752 under PL application.
PR advised no adversarial or external issues?	X		
Applicants past NT Dealings and demonstrated relationships.	X		Santon have extensive background in Indigenous agreements
NT Assessment completed from Brisbane? Background land tenure	X		Over 99% native title

Company/Individual Information

Requirement	Yes	No	Remarks/Comments
A brief history of the company/individual, in regard to past mining/exploration activity.	X		
A summary of the proposed project including any timeframes or other commercial activity which may impact on the issuing of the notice. Include proposed disturbance of land, development cost, anticipated job creation (during construction and development), and production rates of the proposed operation/project.	X		
Detailed current description of land subject to the proposed grant.	X	DL Documents	Land to be impacted Page 143 of 290

Requirement	Yes	No	Remarks/Comments
The history of any previous negotiations with Native Title parties. These could include Indigenous Land Use Agreements, Cultural Heritage Management Plans and RTN agreements.	X		ILUA recently authorised between Santos and Wongkumara – awaiting registration
Details of any company policies or procedures in regard to Indigenous activities.	X		Santos Indigenous policy attached
The name(s) and contact details for the person(s) who will be representing the grantee party in the negotiations. The nominated representative/s should have sufficient authority to make decisions. This should also include relevant experience of the individuals or company involved in negotiations with indigenous parties.	X		Principal Advisor, Aboriginal ent 60 Flinders St s.49

NATIVE TITLE REQUIREMENTS

Requirement	Yes	No	Remarks/Comments
Land Council Representative Body			
Identified Claimants {determination, claim, recognized area-list details}	X		Wongkumara and unclaimed area.
Potential Factors [eg group active, functional, private lawyers, attitude to mining etc]	X		ILUA likely to be registered – if no claim for remaining area the native title process will be complete after registration.
Tenements can be advertised together [batched]. Same area or applicant aware of need for multiple adverts.		X	Advertising to be expedited at request of Santos
Other Mining Issues [eg infrastructure or environmental or outstanding rehab issues] refer to ILUA or RMM as required.		X	
Applicants/Negotiators experienced in planned operations or experience with NT Dealings?	X		

Meeting & Negotiation Information

Requirement	Yes	No	Remarks/Comments
Has the applicant met with the Native Title Representative Body for the area of the tenement application and the registered Native Title claimants/holders and/or their legal representatives, before the issuing of the RTN notice? [recommended action]	X		

<p>If these meetings have already taken place please supply details of meeting outcomes and contact details of the attendees.</p> <p>If these meetings have not taken place please supply advice as to when you will organize these meetings.</p> <p>Your regional Manager can assist you in organizing these meetings and should be invited to such meetings.</p>			
Has these meetings established a willingness of the parties to participate in RTN negotiations and achieve an outcome.	X		

Understanding of Process

Requirement	Yes	No	Remarks/Comments
Does the submission show that the applicant understands the RTN process and what is required for "good faith" negotiations?	X		
Is the applicant aware that the RTN process has significant associated costs and you should supply the State with details of costs expended to date and a future budget for the proposed RTN process?	X		
Has the applicant considered any compensation packages and what will they propose at the negotiations?	X		In ILUA

State's Position

Requirement	Yes	No	Remarks/Comments
Has the State been kept informed at all times of the progress of any meetings during negotiations?		X	Will not be required if ILUA is registered
Details on any previous meetings or contacts with the State on the matter.			

Mining Operations

Requirement	Yes	No	Remarks/Comments
Medium Scale Petroleum and Gas Operations <ul style="list-style-type: none"> • Not likely to be large • Potential unreal expectations from clients • Infrastructure or other external issues 	X		
Large Scale Petroleum and Gas Operation <ul style="list-style-type: none"> • Other Agencies involved (State Development or Co-ordinator General) • Has or likely to have special project status? • Potential unreal expectations from clients • Infrastructure or other external issues 			

Final Submission Assessment

Requirement	Yes	No	Remarks/Comments
Submission is Compliant <ul style="list-style-type: none"> • Applicant advised • Ministerial briefing drafted (Senior Project Officer) • Ministerial briefing completed and lodged (MANAGER) 	X		
Submission is not Compliant <ul style="list-style-type: none"> • Would substantial compliance apply (MANAGER) • Minor requirements (Senior Project Officer/MANAGER to request further details to add to submission) • Major Non-compliance (MANAGER to return submission with deficiencies advice). Advice PR re issues 			

Assessment Completed:

Principal Project Officer: Camille Kirby Date: 18 July 2012

Manager: _____ Date: _____

Phillips Erin

From: Kirby Camille
Sent: Thursday, 19 July 2012 8:27 AM
To: Pietzner Kirsten; Carmichael David
Cc: Mckie Gerry
Subject: Additional info for potential meeting PL 303 - Santos - NT process

Good morning,

In addition to my comments below, and taking into consideration the request from Santos to meet regarding this application, I would like to add the following to my email below:

- The first contact I have had with Santos regarding this tenement is on Thursday 12 July 2012 when I spoke to their legal representative, [redacted] (Ashurst) about the native title requirements for the grant of this PL and I sent [redacted] an email confirming what the requirements were and a copy of the submission that Santos would need to complete in order to progress to a section
- After then speaking to their Aboriginal Engagement Advisor [redacted] on the same day, we spoke through the process that he should follow and he agreed to get me the submission as soon as possible and asked if I could in any expedite the advertising process for the PL a.
- I said that I could advertise the s29 notice for PL 303 separately but that the advertising fees may be considerable and he responded that this was fine.
- I have since included the PL 303 in a commencement BN awaiting Jim's Signature, and in the meantime I have requested that the s29 notice and the advert be drawn up from the DNRM mapping team. This is near complete and I should be able to get out the request to advertise as soon as I get the final versions from the mapping unit and I am speeding up the process as much as I can.
- As a side note, I have been in negotiations last year with Santos for a number of ATPs and have a relationship with both their legal representation and the Aboriginal Advisor. If at any stage in the last 12 months they wished to progress their native title requirements they could have requested my assistance.

If you need any more information, please let me know.

Kind regards,
Camille Kirby

From: Kirby Camille
Sent: Monday, 16 July 2012 10:46 AM
To: Carmichael David; Pietzner Kirsten
Subject: PL 303 - Santos - NT process

Hi Kirsten and David,

Regarding Santos PL application 303:

- Santos has nominated to commence the RTN process to address native title for the grant of PL 303 where native title exists over 99% of the land.
- They have submitted the necessary documents to progress this process.
- Santos has also recently authorised an ILUA with the Wongkumara but this is awaiting registration with the native title tribunal.
- I have advised Santos ([redacted] and [redacted] of Ashurst) that we can advertise the PL under the RTN process, but that when their ILUA becomes registered this will cover their native title requirements for the area that overlaps with the Wongkumara claim (about 25% of the total area).
- The remaining area has no claimants and is unlikely to have any new registrations over the area in the new future. For this area, when the RTN notification period ends and if there area no new claims over the area, the native title process will also be complete.
- If for some reason the ILUA isn't registered, then Santos can commence negotiating with the Wongkumara through the RTN process.
- Since the ILUA should be registered within 6 months, and the advertising process takes approximately 5-6 months, if no new claims are registered over the area the native title processes will be completed within approx. 6 months.

Happy to discuss.

Cheers
Camille

Kind regards,
Camille Kirby

Principal Project Officer (Petroleum)
Native Title Services | Mining and Petroleum Operations

Department of Natural Resources

Telephone: 07 3247 4665 | Mobile s.49 | Facsimile: 07 3238 3188

Email: Camille.Kirby@dnrm.qld.gov

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

Phillips Erin

From: remittances@blazeadvertising.com.au
Sent: Thursday, 9 August 2012 12:31 PM
To: Kirby Camille
Subject: Blaze Advertising PDF Invoices
Attachments: DDI021_Inv090812.pdf

Tearsheets will be available via <http://bob.blazeonline.com.au> Logon using your client code and password: QLDGov

You have received this email from Blaze Advertising Pty Ltd containing your invoices/statements. Should you have any queries or concerns regarding the attached documents, please contact Blaze Advertising Accounts team via remittances@blazeadvertising.com.au



BLAZE ADVERTISING PTY LTD

ABN 23 062 625 834

Level 1 Centenary Square

108 Wickham Street

Fortitude Valley QLD 4006

TEL (07) 3309 4728 FAX (07) 3309 4729

GPO Box 1000 Brisbane QLD 4001

TAX INVOICE

Contact: Native Title Officer
 Client: DNRM (M&E - Native Title) - Reimbursed
 Level 16
 61 Mary Street
 Brisbane Qld 4000

Invoice No: Q312080048
 Date: 09/08/12

Our Order: Q3025733
 Your Order: Camille Kirby

Product: ADV Advertising
 Caption: PL303

Page No: 1
 Client No: DDI021
 Acc Mgr: ANDO

APPEARANCE/POSITION	SIZE/DETAILS	RATE	TOTAL
KOORI MAIL			
Wed 08/08/12	10x7 CCM	13.18	922.60
EARLY GENERAL NEWS			
BLACK & WHITE			
	PRODUCTION		175.00

 For Invoices paid on or before 08/09/12,
 amount payable will be discounted by 3.25%,
 and the amount payable will be 1168.12

Total Cost	1,097.60
Total Excluding GST	1,097.60
Plus GST	109.76
Amount Payable (AUD)	1,207.36

Blaze Advertising Pty Ltd are required to collect a Queensland Government Contract Management Fee of 0.75% from media commissions it retains on a monthly basis. This fee is not levied against individual clients and therefore is not reflected in this invoice and has no bearing on the media cost charged here.

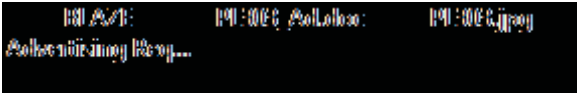
Tearsheets will be available via <http://bob.blazeonline.com.au> Logon using your client code and password: QLDGov

Please attention all payments to Account Receivable
 Cheques should be made payable to Blaze Advertising Pty Ltd and posted to GPO Box 3268, Sydney NSW 2001.
 Alternatively, credit HSBC Account 23447 3001 BSB 342 011 quoting our invoice number.
 Please email remittance to remittances@blazeadvertising.com.au promptly

All credit card payments will attract a service fee on the total of the invoice as follows:
 American Express 3.00% All other 1.40%
 Please note you will not receive a separate invoice for this service fee.

Phillips Erin

From: Kirby Camille
Sent: Monday, 23 July 2012 10:23 AM
To: 'Thomas, Judith'
Subject: BLAZE Advertising Request PL 303



Hi Judith,

Please find attached a request to advertise PL 303 under s29. Attached is the completed blaze request form with the advert and jpeg file of the graphics.

Please don't hesitate to contact me if I have left out anything!

s.73 - Not relevant

Thanks
Camille

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

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

Arrangement number DPC-22-2011

Submission Date:*

Blaze Account Manager

Name:

Client Details

Department: *	Department of Natural Resources and Mines
Blaze Client Code*	DDI021
Order Number:	Please enter order number
Contact Name: *	Please enter your name
Address: *	Please enter contact address
Contact Email: *	Contact email address
Contact Phone: *	Contact phone number
Contact Fax:	Contact fax number
DPC Approval: **	Yes <input type="checkbox"/> Not required <input checked="" type="checkbox"/>

(** DPC approval is only required for departmental recruitment advertising that requires an exemption from the Advertising Guidelines. To seek DPC consideration please email advertising.requests@premiers.qld.gov.au. DPC approval only applicable to core government departments.)

Billing Details

Contact Name: *	Native Title Officer, Camille Kirby
Address: *	L16, 61 Mary St, Brisbane, Qld
Contact Email: *	camille.kirby@dnrm.qld.gov.au
Contact Phone: *	3247 4665
Contact Fax:	3238 3188
Finance Code:	DME006

* = Mandatory fields

Publication Details

** Please complete ALL details

Colour: Mono **Full**

Please specify spot colour

If not specified please specify template required

Publication	Date	Size	Classification
Koori mail	08/08/2012		
Comments S29 Notice for PL 303 in conjunciton with Western Times advert			

Publication	Date	Size	Classification
Western Times	08/08/2012		
Comments S29 Notice for PL 303 in conjunciton with Koori Mail advert			

Publication	Date	Size	Classification
	dd/MM/yyyy		
Comments			

Publication	Date	Size	Classification
	dd/MM/yyyy		
Comments			

Please forward completed form to your Account Manager by a minimum 24 hours prior to booking deadline.

Deadlines are subject to change around public holidays. Note minimum 4 working days around public holidays.

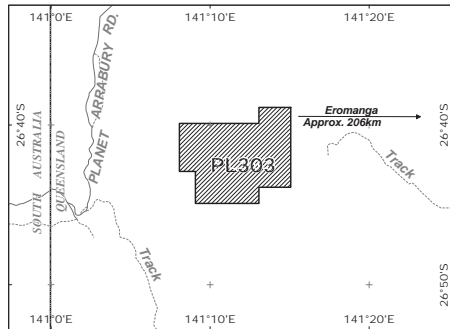
For further queries please phone (07) 3309 4728.

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.



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.

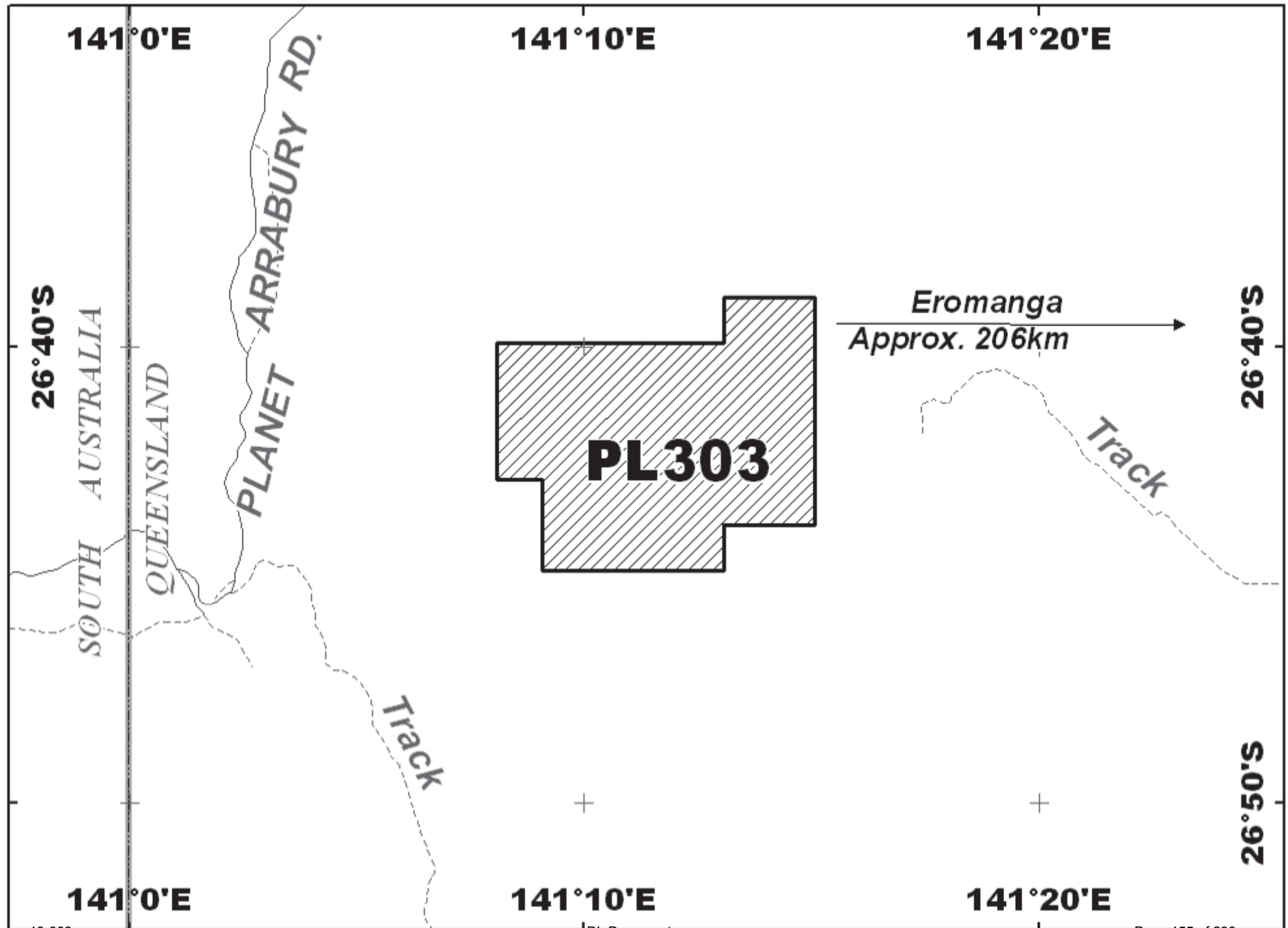
Name and address of person doing acts: It is proposed that the Petroleum Lease be granted under Petroleum and Gas (Production and Safety) Act 2004 (Qld) by Queensland Minister for Natural Resources and Mines, PO Box 15216, City East, Queensland 4002.

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

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 applications 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



Phillips Erin

From: Kirby Camille
Sent: Thursday, 2 August 2012 2:14 PM
To:
Subject: conjunctive s31 deed for PL 303

Hi

Please see the below details on why the conjunctive deed negotiated with the Wongkumara Claim group as part of the underlying ATP 752 is not considered valid for the grant of PL 303.

- The original deed was signed with the Wangkumarra People 2 claim (QC99/29) and executed by the Minister on 6/7/06
- Whilst a Wangkumarra claim still exists over the area it is not the same claim that the s31 deed was originally executed with. The current overlapping claim is the "Wongkumara People" (QC08/003)
- The grant of a PL is considered a new "future Act" and as this is the group that would be identified by an overlap analysis from the NNTT, it is the group that Santos would need to have an agreement with in order to address their native title requirements for grant.
- I note that Santos has recently authorised an ILUA with the Wongkumara people, if this is registered this too would satisfy that native title requirements for the grant of the PL (if the clauses included the grant of this tenure type in the area).
- Regardless of whether this agreement was valid, the RTN process would still need to be followed due to the unclaimed area that also overlaps the lease area .

In saying this, Santos should seek their own legal advice as to whether the Ancillary Agreement negotiated in conjunction with the s31 deed remains valid/and or could be renegotiated with the grant of this new PL. In any case, the State would require a new deed to be executed with the Wongkumara claim (QC08/003), and any other claim group if registered over the application area during the notification period.

If you want to discuss further or require any additional info, please call or email on the below details.

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: s.49 Facsimile: 07 3238 3188
Email: Camille.Kirby@dnrm.qld.gov

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

From:
Sent: Thursday, 2 August 2012 9:47 AM
To: Kirby Camille
Subject: RE: Payment received

Hi Camille,

Thanks for this.

We have discussed previously DNRM's position on the s.31 (conjunctive) agreement negotiated with the Wangkumarra claim group (subsequently replaced by the Wongkumara claim) – can you please confirm for my records the basis on which this agreement cannot be utilised by Santos and the State to meet the native title requirements for the grant?

Can discuss further as required.

Cheers,

From: Kirby Camille [<mailto:Camille.Kirby@dnrm.qld.gov.au>]

Sent: Wednesday, 1 August 2012 2:33

To:

Subject: Payment received

Hi

Just to let you know that I have received confirmation that the payment for the advertising of PL 303 has been received and I have confirmed with the paper to run the notice.

Kind regards,

Camille Kirby

Principal Project Officer (Petroleum)

Native Title Services | Mining and Petroleum Operations

Department of Natural Resources

Telephone: 07 3247 4665 | Mobile: s.49 | Facsimile: 07 3238 3188

Email: Camille.Kirby@dnrm.qld.gov.au

Level 16, 61 Mary Street, Brisbane Q 4000

PO Box 15168, City East, Qld 4002



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

Phillips Erin

From: Drew, Donna <Donna.Drew@nntt.gov.au >
Sent: Thursday, 22 November 2012 1:14 PM
To: National Registration Manager; Berman-Robinson, Clair; Drew, Donna; Yapali-Purcival, Leona; Mann, Michelle; Arava Rosenbaum; Kirby Camille; Rawlings, Chris; DME Native Title Services; DME Native Title Northern Region; DME Native Title Southern Region; Mckie Gerry; Van Kruining Hailey; Cobbin, Haley; Cox, Joanne; Butteriss Julieanne; Marland Kara; Byrne, Kate; Farren Katrina; Steer Kimberley; Lucas Michelle (Georgie); Lobodin Paul; Mutzelburg Peter; Lehmann Richard; Djukic, Robert; Dodson, Roslyn; Newrick, Sara; Wilkinson Sarah; Oconnor, Tina; Kodali Vijaya; Taylor, Anthony; Bibiana Velasquez; Bill Redmond; Cassie Lang; Catherine Dupont; Charles Gregory; Chris Harriss; Wright, Christopher; 'Craig Reiach'; David Mailman; David Saylor; Debra Lucas; Dillon Lawyers; Dore. Martin (mdore@nqlc.com.au); Elsie Suavai; Frank Mannix (fgm@dglaw.net.au); Jame Lynagh; James Sunter (james.sunter@elp.com.au); Jeffrey Dillon (jmd@dillonlawyers.com.au); Johnson, Jenny; Joel Moss; John Reeve; Jolene Heinrich (jolene@dillonlawyers.com.au); Judith Harrison - Maiawali People; Kate McLean; Katrina Matthews (katrina.matthews@minterellison.com); Kelly Greer; kira.orlow@aar.com.au; Kirsty Broderick; Larry Woosup; Leanne Collingburn; Liam Davis; Madeline Owens; Mathew Johannesen (mathewj@landadmin.com.au); Melinda Parker; Marilyn Muirhead; Michael Owens (michael@mowens.com.au); Nadia Rosenman; Nathalie Mlynarik; Rachel Bray; Rebecca Hoare; Rhonda Jacobson; Richard Sporne (richard.sporne@qsnts.com.au); Rickii-Lee Woibo; Sarah McBratney; Sheena Takkenberg; Lim, Shelby; Trevor Robinson (secretariat@qiwg.com); Victor Asoyo; Zena Lemke
Subject: FW: 3 Month Analysis of Queensland DNRM Section 29 Notifications - 22 August 2012 [SEC=UNCLASSIFIED]
Attachments: Qld_20120822_Register_3M.xls; Qld_20120822_Schedule_3M.xls; Qld_20120822_ILUA_3M.xls

UNCLASSIFIED

3 Month Analysis of Queensland DNRM Section 29 Notifications - 22 August 2012

1 tenement was notified on Wednesday 22 August 2012.

As Advertised: 8 August 2012
Notification Date: 22 August 2012
3 month NTP Date: 22 November 2012
4 month Closing Date: 22 December 2012 - *adjusted to next working day 24 December 2012*

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for you receiving this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

Results of spatial analysis as at 22th November 2012

To assist with identifying overlapping applications, the area of the tenement and the percentage of the tenement within the affected application have been included.

Native title applications (as per the Register of Native Title Claims) overlapping this batch of Section 29 notices can be viewed in the attached (Register) excel table:

Native title applications (as per the Schedule of Applications- Federal Court) overlapping this batch of Section 29 notices can be viewed in the attached (Schedule) excel table:

Indigenous Land Use Agreements (as per the Register of ILUAs) overlapping this batch of Section 29 notices can be viewed in the attached (ILUA) excel table:

There is **NO** intersection with any determination of native title (as per the National Native Title Register) and this batch of Section 29 notices.

The attached tables contain Geospatial generated spreadsheets plus associated LGA and RATSI Body data.

Where there is **no** overlap with a native title boundary that Section 29 notice is highlighted in **Red**.

This analysis is based on spatial data held by NNTT.

Regards,
Barry Miller

Barry Miller | GEOSPATIAL SPECIALIST

National Native Title Tribunal | Brisbane Office, Operations East

Level 30, 239 George Street, Brisbane, Queensland 4000

Telephone (07) 3307 5007 | Facsimile (07) 3226 8235 | Email barry.miller@nntt.gov.au

Freecall 1800 640 501 | www.nntt.gov.au

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**3 Month Analysis - Applications (as per the Register of Native Title Claims - 22Nov12) overlapping DNRM Section 29 Notices:
Notfn Date 22Aug12. NTP Closing Date 22Nov12. Objection Closing Date 24Dec12.**

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for you receiving this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

FA Tribunal No	TENID	Applicant	Area sqkms	Location	Exp. Proced	Notfn Date	NTP 3 Month Closing Date	NTP 4 Month Closing Date	RATSI Body	LGA	NNTT No	FC Number	Name	RT Status	RT Date	% Tenid o/lapping NTDA
QS12/237	PL303	Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex Energy Limited ACN 008 942 827 (25%)	9,900 ha	206km West of Eromanga	No	22/08/2012	22/11/2012	24/12/2012	Queensland South Native Title Services Ltd	Bulloo Shire Council, Barcoo Shire Council	QC08/3	QUD52/08	Wongkumara People	Accepted for registration	12/04/2008	9.42

**3 Month Analysis - Applications (as per the Schedule of Applications Federal Court - 22Nov12) overlapping DNRM Section 29 Notices:
Notfn Date 22Aug12. NTP Closing Date 22Nov12. Objection Closing Date 24Dec12.**

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for you receiving this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

FA Tribunal No	TENID	Applicant	Area sqkms	Location	Exp. Proced	Notfn Date	NTP 3 Month Closing Date	NTP 4 Month Closing Date	RATSI Body	LGA	NNTT No	FC Number	Name	RT Status	RT Date	% Tenid o/lapping NTDA
QS12/237	PL303	Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex Energy Limited ACN 008 942 827 (25%)	9,900 ha	206km West of Eromanga	No	22/08/2012	22/11/2012	24/12/2012	Queensland South Native Title Services Ltd	Bulloo Shire Council, Barcoo Shire Council	QC08/3	QUD52/08	Wongkumara People	Accepted for registration	12/04/2008	9.42

**3 Month Analysis - Indigenous Land Use Agreements (as per the Register of ILUAs at - 22Nov12) overlapping DNRM Section 29 Notices:
Notfn Date 22Aug12. NTP Closing Date 22Nov12. Objection Closing Date 24Dec12.**

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for you receiving this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

TENID	TENID Area (sqkm)	% of TENID within ILUA	NNTT ILUA Number	NAME	Date Lodged	Current ILUA Status	Date Registered	Type of Agreement
PL303	9,900 ha	9.42	Q12012/073	Santos-Wongkumara People ILUA	17/08/2012	In notification		Area Agreement

Phillips Erin

From: Request, QLDOA <QLDOA.Request@nntt.gov.au>
Sent: Wednesday, 2 January 2013 3:49 PM
To: National Registration Manager; Berman-Robinson, Clair; Drew, Donna; Yapali-Purcival, Leona; Mann, Michelle; Arava Rosenbaum; Kirby Camille; Rawlings, Chris; DME Native Title Services; DME Native Title Northern Region; DME Native Title Southern Region; Mckie Gerry; Van Kruining Hailey; Haley Cobbin; Cox, Joanne; Butteriss Julieanne; Marland Kara; Byrne, Kate; Farren Katrina; Steer Kimberley; Lucas Michelle (Georgie); Lobodin Paul; Mutzelburg Peter; Lehmann Richard; Djukic, Robert; Dodson, Roslyn; Newrick, Sara; Wilkinson Sarah; Oconnor, Tina; Kodali Vijaya; Anthony Taylor; Bibiana Velasquez; Bill Redmond; Cassie Lang; Catherine Dupont; Charles Gregory; Chris Harriss; Wright, Christopher; 'Craig Reiach'; David Mailman; David Saylor; Debra Lucas; Dillon Lawyers; Dore. Martin (mdore@nqlc.com.au); Elsie Suavai; Frank Mannix (fgm@dglaw.net.au); heather.b@qchants.com.au; James Ford; James Sunter (james.sunter@elp.com.au); Jeffrey Dillon (jmd@dillonlawyers.com.au); Johnson, Jenny; Joel Moss; John Reeve; Jolene Heinrich (jolene@dillonlawyers.com.au); Judith Harrison - Maiawali People; Kate McLean; Katrina Matthews (katrina.matthews@minterellison.com); Kelly Greer; kira.orlow@aar.com.au; Kirsty Broderick; Larry Woosup; Leanne Collingburn; Liam Davis; Madeline Owens; Mathew Johannesen (mathewj@landadmin.com.au); Melinda Parker; Marilyn Muirhead; Michael Owens (michael@mowens.com.au); Nadia Rosenman; Nathalie Mlynarik; Rachel Bray; Rebecca Hoare; Rhonda Jacobson; Richard Sporne (richard.sporne@qsnts.com.au); Rickii-Lee Woibo; Sarah McBratney; Sheena Takkenberg; Lim, Shelby; Trevor Robinson (secretariat@qiwg.com); Victor Asoyo; Zena Lemke

Subject: FW: 4 Month Analysis of Queensland DNRM Section 29 Notifications - 22 August 2012 [SEC=UNOFFICIAL]

Attachments: Qld_20120822_Register_4M.xls; Qld_20120822_Schedule_4M.xls; Qld_20120822_ILUA_4M.xls; Qld_20120822_Determ.xls

Follow Up Flag: Follow up
Flag Status: Flagged

Unofficial Unofficial

4 Month Analysis of Queensland DNRM Section 29 Notifications - 22 August 2012

1 tenement was notified on Wednesday 22 August 2012.

As Advertised: 8 August 2012
Notification Date: 22 August 2012
3 month NTP Date: 22 November 2012
4 month Closing Date: 22 December 2012 - *adjusted to next working day 24 December 2012*

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for you receiving this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

Results of spatial analysis as at 02nd January 2012

To assist with identifying overlapping applications, the area of the tenement and the percentage of the tenement within the affected application have been included.

Native title applications (as per the Register of Native Title Claims) overlapping this batch of Section 29 notices can be viewed in the attached (Register) excel table:

Native title applications (as per the Schedule of Applications- Federal Court) overlapping this batch of Section 29 notices can be viewed in the attached (Schedule) excel table:

Indigenous Land Use Agreements (as per the Register of ILUAs) overlapping this batch of Section 29 notices can be viewed in the attached (ILUA) excel table:

Native title determinations (as per the National Native Title Register) overlapping this batch of Section 29 notices can be viewed in the attached (Determination) excel table:

The attached tables contain Geospatial generated spreadsheets plus associated LGA and RATSI Body data.

Where there is **no** overlap with a native title boundary that Section 29 notice is highlighted in **Red**.

This analysis is based on spatial data held by NNTT.

Regards,

Jeff Milne | GEOSPATIAL SPECIALIST

National Native Title Tribunal | Geospatial Services | Brisbane office, Operations East

Level 30, 239 George Street, Brisbane, Queensland 4000

Telephone (07) 3307 5008 | Facsimile (07) 3307 5050 | Email jeff.milne@nntt.gov.au

Freecall 1800 640 501 | www.nntt.gov.au

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Native title determination applications (as per the Register of Native Title Claims) overlapping future act notices.

Notification date: Wednesday, 22 August 2012. **State:** Queensland. **Report date:** Wednesday, 2 January 2013 9:09:04 AM.

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Tribunal ID	Tenement ref	Notice type	Area description	Grantee Party	State	Expedited procedure	Notification date	3 month closing date	4 month closing date	RATSIB	RNTC Tribunal ID	Federal Court file number	Name	Tenement area sqkm	% Tenement within application
QS2012/0237	PL303	s29 Tenement	206km West of Eromanga	Santos QNT Pty Ltd, Avery Resources (Australia) Pty Ltd, Bow Energy Ltd, Ocellaris Oil Pty Ltd, Senex Energy Limited	Queensland	N	22/08/2012	22/11/2012	24/12/2012	Southern & Western Queensland Region	QC2008/003	QUD52/08	Wongkumara People	10107.37	9.41



Native title determination applications (as per the Schedule of Applications Federal Court) overlapping future act notices.

Notification date: Wednesday, 22 August 2012. **State:** Queensland. **Report date:** Wednesday, 2 January 2013 9:09:48 AM.

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings, guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for being allowed to access this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

Tribunal ID	Tenement ref	Notice type	Area description	Grantee Party	State	Expedited procedure	Notification date	3 month closing date	4 month closing date	RATSIB	NTDA Tribunal ID	Federal Court file number	Name	Tenement area sqkm	% Tenement within application
QS2012/0237	PL303	s29 Tenement	206km West of Eromanga	Santos QNT Pty Ltd, Avery Resources (Australia) Pty Ltd, Bow Energy Ltd, Ocellaris Oil Pty Ltd, Senex Energy Limited	Queensland	N	22/08/2012	22/11/2012	24/12/2012	Southern & Western Queensland Region	QC2008/003	QUD52/08	Wongkumara People	10107.37	9.41



Indigenous land use agreements (as per the Register of ILUAs) overlapping future act notices.
 Notification date: Wednesday, 22 August 2012. State: Queensland. Report date: Wednesday, 2 January 2013 9:10:42 AM.

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for being allowed to access this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

Tribunal ID	Tenement ref	Notice type	Area description	Grantee Party	State	Expedited procedure	Notification date	3 month closing date	4 month closing date	RATSIB	ILUA Tribunal ID	Name	Tenement area sqkm	% Tenement within ILUA
QS2012/0237	PL303	s29 Tenement	206km West of Eromanga	Santos QNT Pty Ltd, Avery Resources (Australia) Pty Ltd, Bow Energy Ltd, Ocellaris Oil Pty Ltd, Senex Energy Limited	Queensland	N	22/08/2012	22/11/2012	24/12/2012	Southern & Western Queensland Region	QI2012/073	Santos-Wongkumara People ILUA	10107.37	9.41



Native title determinations overlapping future act notices.

Notification date: Wednesday, 22 August 2012 . **State:** Queensland. **Report date:** Wednesday, 2 January 2013 9:06:58 AM.

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for being allowed to access this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

Tribunal ID	Tenement ref	Notice type	Area description	Grantee Party	State	Expedited procedure	Notification date	3 month closing date	4 month closing date	RATSIB	NNTR Tribunal ID	Federal Court file number	Name	Tenement area sqkm	% Tenement within determination
QS2012/0237	PL303	s29 Tenement	206km West of Eromanga	Santos QNT Pty Ltd, Avery Resources (Australia) Pty Ltd, Bow Energy Ltd, Ocellaris Oil Pty Ltd, Senex Energy Limited	Queensland	N	22/08/2012	22/11/2012	24/12/2012	Southern & Western Queensland Region	Not Found				

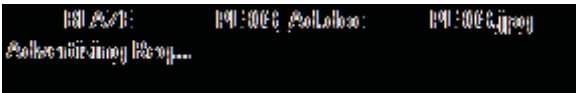
Phillips Erin

From: Kirby Camille
Sent: Monday, 23 July 2012 10:28 AM
To: 'Borg, Andrew'
Subject: FW: BLAZE Advertising Request PL 303

Hi Andrew,
Are you able to help with the below?

Kind regards,
Camille Kirby

From: Kirby Camille
Sent: Monday, 23 July 2012 10:23 AM
To: 'Thomas, Judith'
Subject: BLAZE Advertising Request PL 303



Hi Judith,

Please find attached a request to advertise PL 303 under s29. Attached is the completed blaze request form with the advert and jpeg file of the graphics.

Please don't hesitate to contact me if I have left out anything!

s.73 - Not relevant

Thanks
Camille

Camille Kirby
Principal Project Officer (Petroleum)
Native Title Services | Mining and Petroleum Operations
Department of Natural Resource
Telephone: 07 3247 4665 | Mobile: | Facsimile: 07 3238 3188
Email: Camille.Kirby@dnrm.qld.gov

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

Arrangement number DPC-22-2011

Submission Date:*

Blaze Account Manager

Name:

Client Details

Department: *

Blaze Client Code*

Order Number:

Contact Name: *

Address: *

Contact Email: *

Contact Phone: *

Contact Fax:

DPC Approval: **
 Yes Not required

(** DPC approval is only required for departmental recruitment advertising that requires an exemption from the Advertising Guidelines. To seek DPC consideration please email advertising.requests@premiers.qld.gov.au. DPC approval only applicable to core government departments.)

Billing Details

Contact Name: *

Address: *

Contact Email: *

Contact Phone: *

Contact Fax:

Finance Code:

* = Mandatory fields

Publication Details

** Please complete ALL details

Colour: Mono Full

Please specify spot colour

If not specified please specify template required

Publication	Date	Size	Classification
Koori mail	08/08/2012		
Comments S29 Notice for PL 303 in conjunciton with Western Times advert			

Publication	Date	Size	Classification
Western Times	08/08/2012		
Comments S29 Notice for PL 303 in conjunciton with Koori Mail advert			

Publication	Date	Size	Classification
	dd/MM/yyyy		
Comments			

Publication	Date	Size	Classification
	dd/MM/yyyy		
Comments			

Please forward completed form to your Account Manager by a minimum 24 hours prior to booking deadline.

Deadlines are subject to change around public holidays. Note minimum 4 working days around public holidays.

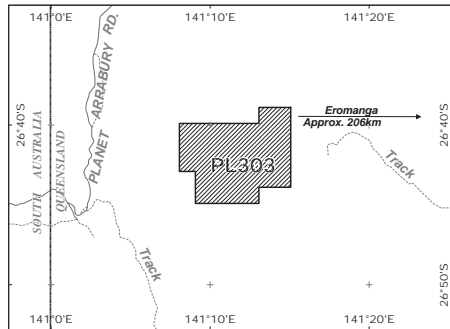
For further queries please phone (07) 3309 4728.

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.



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.

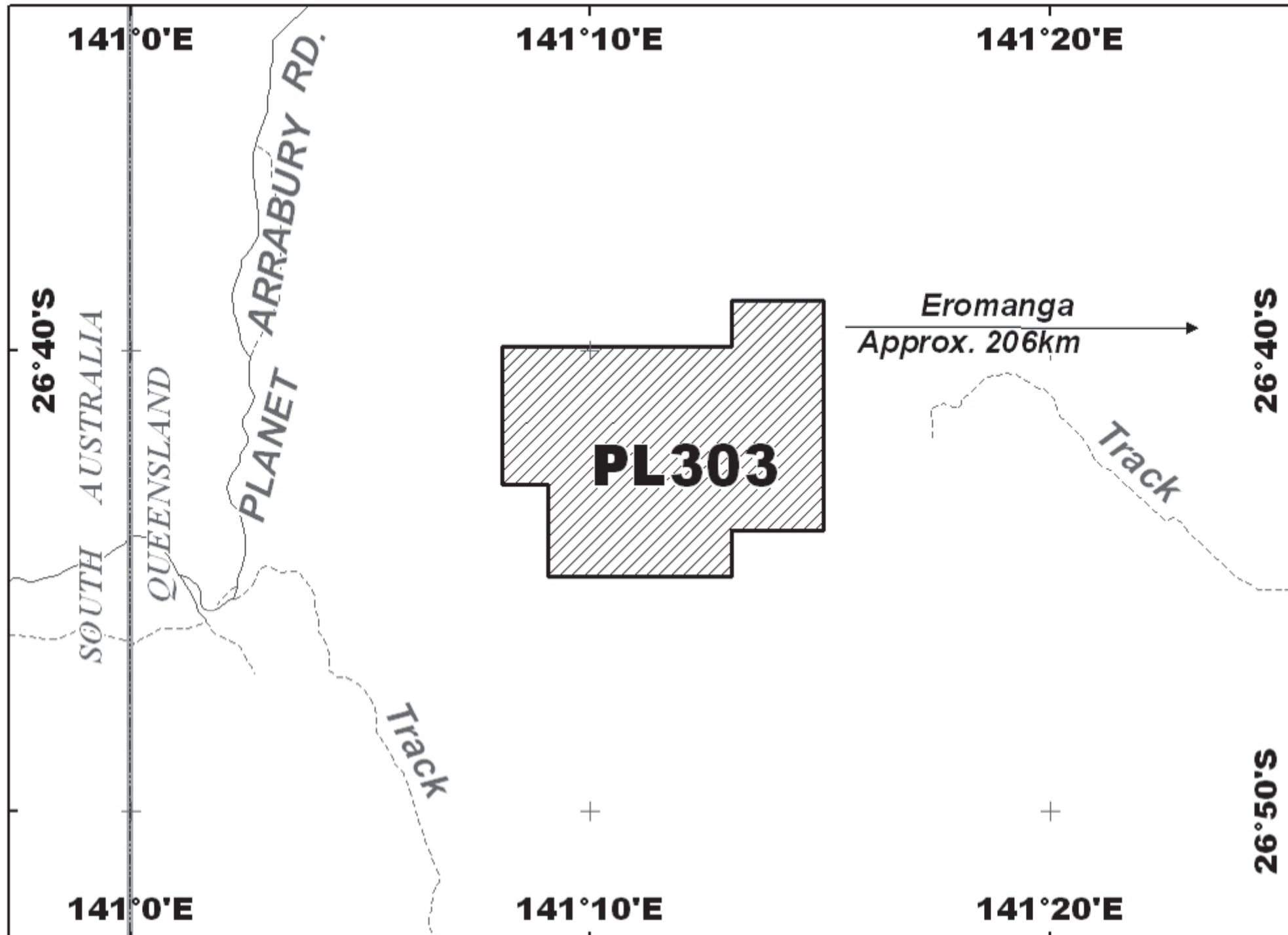
Name and address of person doing acts: It is proposed that the Petroleum Lease be granted under Petroleum and Gas (Production and Safety) Act 2004 (Qld) by Queensland Minister for Natural Resources and Mines, PO Box 15216, City East, Queensland 4002.

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

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 applications 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



Phillips Erin

From: Kirby Camille
Sent: Wednesday, 22 August 2012 2:31 PM
To:
Subject: FW: Notification Day Analysis of Queensland DNRM Section 29 Notifications - 22 August 2012 [SEC=UNCLASSIFIED]
Attachments: Qld_20120822_Register_ND.xls; Qld_20120822_Schedule_ND.xls

Hi

Please see the attached notification day analysis from the NNTT for PL 303. An overlap with the Wongkumara is over 9.42% with the remaining area remaining unclaimed.

I will send on the 3 month analysis as it becomes available.

Kind regards,
Camille Kirby

From: Drew, Donna [<mailto:Donna.Drew@nntt.gov.au>]
Sent: Wednesday, 22 August 2012 2:27 PM
To: QLD Case Managers All; National Registration Manager; Berman-Robinson, Clair; Drew, Donna; Yapali-Purcival, Leona; Mann, Michelle; Mlynarik, Nathalie; Kabel, Brigitte; Kirby Camille; Rawlings, Chris; DME Native Title Services; DME Native Title Northern Region; DME Native Title Southern Region; Mckie Gerry; Van Kruining Hailey; Haley Cobbin; Cox, Joanne; Butteriss Julieanne; Marland Kara; Byrne Kate; Farren Katrina; Steer Kimberley; Lucas Michelle (Georgie); Lobodin Paul; Mutzelburg Peter; Lehmann Richard; Djukic, Robert; Dodson, Roslyn; Newrick, Sara; Wilkinson Sarah; Kodali Vijaya; Anthony Taylor; Bill Grenacs; Bill Redmond; Caitlin Wheeler; Cassie Lang; Catherine Dupont; Charles Gregory; Chris Harriss; 'Craig Reiach'; David Mailman; David Saylor; Debra Lucas; Dillon Lawyers; Dore, Martin (mdore@nqlc.com.au); Dr Charles Wilde ; Elizabeth McDonald; Elizabeth Rebolledo (elizabeth.rebolledo@justuslaw.com); Elsie Suavai; Frank Mannix (fgm@dglaw.net.au); Jame Lynagh; James Sunter (james.sunter@elp.com.au); Jeffrey Dillon (jmd@dillonlawyers.com.au); Jessinta Fischle; Joel Moss; John Reeve; Jolene Heinrich (jolene@dillonlawyers.com.au); Judith Harrison - Maiawali People; Kate McLean; Katrina Matthews (katrina.matthews@minterellison.com); Kelly Greer; kira.orlow@aar.com.au; Kirsty Broderick; Larry Woosup; Leanne Collingburn; Liam Davis; Madeline Owens; Melinda Parker; Marilyn Muirhead; Michael Owens (michael@mowens.com.au); Rachel Bray; Rebecca Hoare; Rhonda Jacobson; Richard Sporne (richard.sporne@qsnts.com.au); Rickii-Lee Woibo; Sarah McBratney; Lim, Shelby; Trevor Robinson (secretariat@qiwg.com); Victor Asoyo; Zena Lemke
Subject: FW: Notification Day Analysis of Queensland DNRM Section 29 Notifications - 22 August 2012 [SEC=UNCLASSIFIED]

UNCLASSIFIED

Notification Day Analysis of Queensland DNRM Section 29 Notifications - 22 August 2012

16 tenements were notified on Wednesday 22 August 2012.

As Advertised: 8 August 2012
Notification Date: 22 August 2012
3 month NTP Date: 22 November 2012
4 month Closing Date: 22 December 2012 - *adjusted to next working day 24 December 2012*

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for you receiving this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

Results of spatial analysis as at 22th August 2012

To assist with identifying overlapping applications, the area of the tenement and the percentage of the tenement within the affected application have been included.

Native title applications (as per the Register of Native Title Claims) overlapping this batch of Section 29 notices can be viewed in the attached (Register) excel table:

Native title applications (as per the Schedule of Applications- Federal Court) overlapping this batch of Section 29 notices can be viewed in the attached (Schedule) excel table:

There is **NO** intersection with any Indigenous Land Use Agreement (as per the Register of ILUAs) and this batch of Section 29 notices.

There is **NO** intersection with any determination of native title (as per the National Native Title Register) and this batch of Section 29 notices.

The attached tables contain Geospatial generated spreadsheets plus associated LGA and RATSI Body data.

Where there is **no** overlap with a native title boundary that Section 29 notice is highlighted in **Red**.

This analysis is based on spatial data held by NNTT.

Regards,
Barry Miller

Barry Miller | ACTING SENIOR GEOSPATIAL SPECIALIST

National Native Title Tribunal | Brisbane Office, Operations East

Level 30, 239 George Street, Brisbane, Queensland 4000

Telephone (07) 3307 5007 | Facsimile (07) 3226 8235 | Email barry.miller@nntt.gov.au

Freecall 1800 640 501 | www.nntt.gov.au

Facilitating timely and effective outcomes.

**Notfn Day Analysis - Applications (as per the Register of Native Title Claims - 22Aug12) overlapping DNRM Section 29 Notices:
Notfn Date 22Aug12. NTP Closing Date 22Nov12. Objection Closing Date 24Dec12.**

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for you receiving this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

FA Tribunal No	TENID	Applicant	Area sqkms	Location	Exp. Proceed	Notfn Date	NTP 3 Month Closing Date	NTP 4 Month Closing Date	RATSI Body	LGA	NNTT No	FC Number	Name	RT Status	RT Date	% Tenid o/lapping NTDA
QS12/237	PL303	Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex Energy Limited ACN 008 942 827 (25%)	9,900 ha	206km West of Eromanga	No	22/08/2012	22/11/2012	24/12/2012	Queensland South Native Title Services Ltd	Bulloo Shire Council, Barcoo Shire Council	QC08/3	QUD52/08	Wongkumara People	Accepted for registration	12/04/2008	9.42

**Notfn Day Analysis - Applications (as per the Schedule of Applications Federal Court - 22Aug12) overlapping DNRM Section 29 Notices:
Notfn Date 22Aug12. NTP Closing Date 22Nov12. Objection Closing Date 24Dec12.**

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Phillips Erin

From: Yapali-Purcival, Leona <Leona.Yapali-Purcival@nntt.gov.au> on behalf of Request, QLDOA <QLDOA.Request@nntt.gov.au>
Sent: Tuesday, 7 August 2012 3:21 PM
To: QLD Case Managers All; National Registration Manager; Kabel, Brigitte; Kirby Camille; Rawlings, Chris; DME Native Title Services; DME Native Title Northern Region; DME Native Title Southern Region; Mckie Gerry; Van Kruining Hailey; Haley Cobbin; Cox, Joanne; Butteriss Julieanne; Marland Kara; Byrne Kate; Farren Katrina; Steer Kimberley; Lucas Michelle (Georgie); Lobodin Paul; Mutzelburg Peter; Lehmann Richard; Djukic, Robert; Dodson, Roslyn; Newrick, Sara; Wilkinson Sarah; Drew, Donna; Yapali-Purcival, Leona; Mann, Michelle; Mlynarik, Nathalie
Subject: FW: Pre-Analysis Analysis of Queensland DNRM Section 29 Notifications - 22 August 2012 [SEC=UNOFFICIAL]
Attachments: Qld_20120822_Register_PA.xls; Qld_20120822_Schedule_PA.xls
Follow Up Flag: Follow up
Flag Status: Completed

UNOFFICIAL

Pre-Analysis Analysis of Queensland DNRM Section 29 Notifications - 22 August 2012

1 tenement will be advertised on Wednesday 08 August 2012.

As Advertised: 8 August 2012
Notification Date: 22 August 2012
3 month NTP Date: 22 November 2012
4 month Closing Date: 22 December 2012 - *adjusted to next working day 24 December 2012*

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Results of spatial analysis as at 08th August 2012

To assist with identifying overlapping applications, the area of the tenement and the percentage of the tenement within the affected application have been included.

Native title applications (as per the Register of Native Title Claims) overlapping this batch of Section 29 notices can be viewed in the attached (Register) excel table:

Native title applications (as per the Schedule of Applications- Federal Court) overlapping this batch of Section 29 notices can be viewed in the attached (Schedule) excel table:

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This analysis is based on spatial data held by NNTT.

Regards,
Barry Miller

Barry Miller | ACTING SENIOR GEOSPATIAL SPECIALIST

National Native Title Tribunal | Brisbane Office, Operations East

Level 30, 239 George Street, Brisbane, Queensland 4000

Telephone (07) 3307 5007 | Facsimile (07) 3226 8235 | Email barry.miller@nntt.gov.au

Freecall 1800 640 501 | www.nntt.gov.au

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**Pre-notfn Analysis - Applications (as per the Register of Native Title Claims - 07Aug12) overlapping DNRM Section 29 Notices:
Notfn Date 22Aug12. NTP Closing Date 22Nov12. Objection Closing Date 24Dec12.**

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for you receiving this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

FA Tribunal No	TENID	Applicant	Area sqkms	Location	Exp. Proced	Notfn Date	NTP 3 Month Closing Date	NTP 4 Month Closing Date	RATSI Body	LGA	NNTT No	FC Number	Name	RT Status	RT Date	% Tenid o/lapping NTDA
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**Pre-notfn Analysis - Applications (as per the Schedule of Applications Federal Court - 07Aug12) overlapping DNRM Section 29 Notices:
Notfn Date 22Aug12. NTP Closing Date 22Nov12. Objection Closing Date 24Dec12.**

The Registrar, the National Native Title Tribunal and its staff, members and agents and the Commonwealth (collectively the Commonwealth) accept no liability and give no undertakings guarantees or warranties concerning the accuracy, completeness or fitness for purpose of the information provided. In return for you receiving this information you agree to release and indemnify the Commonwealth and third party data suppliers in respect of all claims, expenses, losses, damages and costs arising directly or indirectly from your use of the information and the use of the information you obtained by any third party.

FA Tribunal No	TENID	Applicant	Area sqkms	Location	Exp. Proceed	Notfn Date	NTP 3 Month Closing Date	NTP 4 Month Closing Date	RATSI Body	LGA	NNTT No	FC Number	Name	RT Status	RT Date	% Tenid o/lapping NTDA
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Phillips Erin

From: Kirby Camille
Sent: Tuesday, 12 February 2013 12:55 PM
To:
Subject: FW: Wongkumara ILUA - application to an additiional ATP and 2xPLs

Hi

below is the email to as discussed.

Kind regards,
Camille Kirby

From: Kirby Camille
Sent: Friday, 25 January 2013 2:35 PM
To:
Subject: RE: Wongkumara ILUA - application to an additiional ATP and 2xPLs

Hi

I just wanted to note that if you need to get approval from the Joint venture - this ILUA can also allow for the grant of ATP 1174 and PLs 287 and 288.

Please let me know when you get approval and I can sign off on the native title side of things.

Kind regards,
Camille Kirby
Principal Project Officer (Petroleum)
Native Title Services | Mining and Petroleum Operations
Department of Natural Resource
Telephone: 07 3247 4665 | Mobile s.49 | Facsimile: 07 3238 3188
Email: Camille.Kirby@dnrm.qld.gov

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

From:
Sent: Wednesday, 16 January 2013 8:01 AM
To: Kirby Camille
Subject: RE: Wongkumara ILUA

Hi Camille,
We're just getting endorsement from the Joint Venture to utilise the ILUA instead of s.31 and I will advise as soon as this happens.
Thanks,

From: Kirby Camille [mailto:Camille.Kirby@dnrm.qld.gov.au]
Sent: Tuesday, 15 January 2013 4:20

To: [redacted]

Subject: Wongkumara ILUA

Hi [redacted]

Apparently the Santos/Wongkumara ILUA is now registered - can you please confirm? If so I'll forward my recommendation.

Kind regards,
Camille Kirby

From: Kirby Camille

Sent: Wednesday, 9 January 2013 8:36 AM

To: [redacted]

Subject: RE: s.31 deed for PL303

Hi [redacted]

You just need to let me know when the ILUA is registered and send me the NNTT register extract - then I'll complete the process from here by advising the Petroleum unit that the Native title process has been completed with the RTN s29 notice (for the unclaimed area) and the ILUA (for the Wongkumara overlap).

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] | Facsimile: 07 3238 3188

Email: Camille.Kirby@dnrm.qld.gov

Level 16, 61 Mary Street, Brisbane Q 4000

PO Box 15216, City East, Qld 4002

From: [redacted]

Sent: Tuesday, 8 January 2013 4:06 PM

To: Kirby Camille

Subject: RE: s.31 deed for PL303

Hi Camille,

Hope you have enjoyed a decent break (I did) – looks like we're going down the ILUA path, what do we need to provide to you?

Cheers, [redacted]

From: Kirby Camille [<mailto:Camille.Kirby@dnrm.qld.gov.au>]

Sent: Monday, 10 December 2012 12:23

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 Resource
Telephone: 07 3247 4665 | Mobile: [s.49] Facsimile: 07 3238 3188
Email: Camille.Kirby@dnrm.qld.gov

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]
Sub for PL303

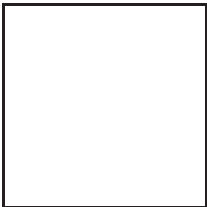
Hi Camille,

[49-Sch4 - Business affairs]

[redacted] 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 NNTT). 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 [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.

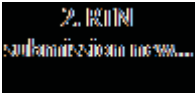
If you are not the intended recipient you are hereby notified that any perusal, use, distribution, copying or disclosure is strictly prohibited.

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](#)

Phillips Erin

From: Kirby Camille
Sent: Thursday, 12 July 2012 11:44 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: PL 303



Hi [REDACTED]

As per our conversation I can confirm that PL 303 has not commenced a native title process or been notified under s29 of the NTA. The s31 deed for ATP 752 will not cover the PL for the grant of the tenement. If your client would like to follow the Right to Negotiate process, please see the attached RTN submission template that will be required to be completed and submitted before the notification process can be commenced. (Please also let me know if Santos instead intend to follow an ILUA process so I can update my records.)

Any issues, or if your client would like to speak to me directly, please pass on my details below.

Cheers
Camille

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

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

SUBMISSION TO COMMENCE THE RIGHT TO NEGOTIATE PROCESS (Commonwealth Native Title act 1993)

GUIDE FOR APPLICANTS

Version Number 4 Aug 2011

You are requested to make a submission in order to assist the Minister for Employment, Skills and Mining to decide whether, on behalf of the State, to commence the "Right to Negotiate" (RTN) in relation to your tenement application.

This RTN submission should be completed utilising the RTN Submission Guidelines (*Department of Natural Resources and Mines*) and should include detailed information/comments covering all matters.

- Failure to address points may delay the progress of your submission and grant of the tenure.
- Your submission will be treated with strict confidentiality and should be marked "commercial in confidence".

Please complete the Right to Negotiate submission and lodge the submission with the Department of Natural Resources and Mines (NRM) by mail to the address below which is in your area. (The manager/Principal Project officer may also be able to provide an email address if that is more convenient.)

You should also contact your regional Manager/Principal Project Officer before starting this process. Contact details are listed at the end of this form for your convenience.

1. Future Act Type

1.1 Type

- Addition of Excluded Land
- Addition of Surface Area
- Grant of Tenure
- Renewal / Regrant Other

Please note 'other'

1.2 Tenure Type

- Mining Lease (ML)
- Authority to Prospect for Petroleum (ATP)
- Mining Claim (MC)
- Petroleum Leases (PL)
- Mineral Development Licence (MDL)
- Exploration Permit for Mineral or Coal (EPM or EPC))
- Other

Please note 'other'

Question 1.2

Enter the tenure type.

Question 1.3

If more than one tenure type is in the submission please specify the relevant type with the numbers.

1.3 - Relevant tenure number/s

**GUIDE FOR
APPLICANTS**

Form Number 1

Version Number 4 Aug 2011

1.4 Applicant details

Name of Applicant

--

Name of Project

--

1.5 Project Contact Details:

Name and Position of Contact Person:	
Street Address:	
Postal Address	
Office Number:	
Mobile Number:	
Facsimile Number:	
Email Address:	

2. The Project

Please choose one of the advertising options below.

- | |
|---|
| <input type="checkbox"/> <i>Small Project/Exploration/Small Miner</i>
<input type="checkbox"/> Tenement is Urgent - Full Costs Involved
<input type="checkbox"/> Batching Required for Advertising costs
<input type="checkbox"/> Batching Required for Negotiation (Member of a Mining Association) |
|---|

- | |
|--|
| <input type="checkbox"/> <i>Medium to Large Project</i>
<input type="checkbox"/> Single Right To Negotiate
<input type="checkbox"/> Multiple Right To Negotiate |
|--|

2.1 Please provide a brief history of the company/individual, in regard to past mining/exploration activity

--

Question 2.1

Provide an outline of the company's previous activities such as location, scale of projects etc.

2.2 Please provide a summary of the proposed project including any timeframes or other commercial activity which may impact on the issuing of the Section 29 Notice

2.3 Please provide a current detailed description of land subject to the proposed future act.

2.4 Please provide a history of any previous negotiations with Native Title parties.

GUIDE FOR APPLICANTS

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Question 2.2

Include proposed disturbance of land, development cost/Project Budget, anticipated job creation (during construction and development), production rates of the proposed operation/project and employment figures

Question 2.3

Please include a description of the general location, exclusions, and details of any surveys conducted to date.

A map may also be attached to this submission

Question 2.4

This could include existing or previous Indigenous Land Use Agreements, Cultural Heritage Management Plans and RTN agreements that the company has undertaken to date.

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Question 2.5

This can include Indigenous employment strategies, training and retention, community programs etc

2.5 Please provide details of any company policies or procedures in regard to Indigenous activities.

--

Question 2.6

The nominated representative/s should have sufficient authority to make decisions.

This should also include relevant experience of the individuals or company involved in negotiations with Indigenous parties.

2.6 Please provide the name(s) and contact details for the person(s) who will be representing the grantee party in the negotiations.

Name and Position of a Contact Person:	
Street Address:	
Postal Address	
Office Number:	
Mobile Number:	
Facsimile Number:	
Email Address:	
Experience:	

**GUIDE FOR
APPLICANTS**

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Version Number 4 Aug 2011

3. Meeting and Negotiation Information

It is recommended that you meet with the Native Title Representative Body for the area of the tenement application and the registered Native Title claimants/holders and/or their legal representatives, before the issuing of the RTN notice.

Your regional Officer can assist you in organizing these meetings and should be invited to such meetings.

The purpose of these meetings is to establish the willingness of the parties to participate in RTN negotiations and achieve an outcome.

3.1 If meetings with the Native Title Representative Bodies have already taken place please supply details of meeting outcomes and contact details of the attendees.

3.2 If these meetings have not taken place please advise as to when you will organise these meetings.

Question 3.1

Copies of minutes/attendees can be attached to this submission in addition to the listed information.

Question 3.2

Please include advice on any contact that you have had with the Native Title parties affected by the project and details of any meeting dates already scheduled.

4. Indigenous Employment/Training Opportunities.

4.1 Are there opportunities for State/Federal Support for Indigenous employment quota, Indigenous training initiatives or Indigenous Business Opportunities? Please provide the details below.

5. Contact with the State

5.1 Please supply details on any previous meetings with the State on the RTN process, and whether you may seek assistance from the State through the RTN process.

Question 5.1

Please note that the State is required to be involved with the RTN process in order to determine whether negotiations are being conducted in good faith.

6. Understanding of the RTN Process

6.1 Please confirm that you understand the RTN process, the requirements to conduct negotiations in 'good faith', and that you have considered potential costs associated with participating in the RTN process.

I understand the RTN process, the costs involved and the requirements to conduct negotiations in good faith

Question 6.1

Information packs are available from the Department. Please contact your local office (details at the bottom of this form) for the pack or to further discuss details.

GUIDE FOR APPLICANTS

Form Number 1

Version Number 4 Aug 2011

Question 7.1

Please include attachments that have been cited/listed elsewhere in the form in this section.

7. List of Attachments to Accompany Submission

7.1 Please supply details of any attachments, including maps etc you have in relation to this submission.

7.2 Please supply details of anything else you may wish to include in support of your submission.

Question 7.2

This can include any relevant information that you believe may be informative to the Department which was not included elsewhere.

RTN checklist to further assist you

You should consider completing the following actions to enable you to address all the requirements for commencing the RTN process.

- Yes we have contacted the regional DEEDI Manager/Native Title Officer.
- Yes we have contacted the local Native Title Representative Body
- Yes we have organised meetings with the Native Title claimants/holders and/or legal representatives
- Yes we have organised our negotiator/negotiating team
- Yes we have provided detailed company information for this submission.
- Yes we have considered costs and timeframes for the process

GUIDE FOR APPLICANTS

Form Number 1

Version Number 4 Aug 2011

- We have considered our options regarding compensation to the Native Title parties
- We have considered what will happen if no agreement is reached

Please send this completed form to your local Native Title Services unit (details below).

Contact Details:

Queensland - all regions: Petroleum and Gas

Principal Project Officer
Department of Natural Resources and Mines
Level 16, 61 Mary Street, Brisbane QLD 4000
Email: dmenativetitleservices@deedi.qld.gov.au

Phone: 07 3247 4665
Fax: 073238 3188

Southern Region for Minerals and Coal: Incorporating Brisbane, Dalby and Quilpie Districts

Manager/Negotiator
Department of Natural Resources and Mines
LandCentre Podium 2 Ground Floor, Corner Main & Vulture Streets, Wolloongabba, Brisbane QLD 4102
Email: dmenativetitlesouthernregion@deedi.qld.gov.au

Phone: 07 3238 3844
Fax: 07 3405 5347

Central Region for Minerals and Coal : Incorporating Rockhampton, Emerald and Winton Districts

Principal Project Officer
Department of Natural Resources and Mines
25 Yeppoon Road, Parkhurst, 4702
P O Box 3679, Red Hill, 4701
Email: julianne.butteriss@deedi.qld.gov.au

Phone: 07 4936 0372
Mobile: 0417 786 998
Fax: 07 4938 4310

Northern Region for Minerals and Coal: Incorporating Charters Towers, Mount Isa, Georgetown and Mareeba Districts

Manager/Negotiator
Department of Natural Resources and Mines
Level 1, 187-209 Stanley Street, Townsville QLD 4810
Email: dmenativetitelnorthenregion@deedi.qld.gov.au

Phone: 07 4799 7676
Mobile: 0408 072 539
Fax: 07 4760 7400

Phillips Erin

From: Kirby Camille
Sent: Monday, 16 July 2012 10:46 AM
To: Carmichael David; Pietzner Kirsten
Subject: PL 303 - Santos - NT process

Hi Kirsten and David,

Regarding Santos PL application 303:

- Santos has nominated to commence the RTN process to address native title for the grant of PL 303 where native title exists over 99% of the land.
- They have submitted the necessary documents to progress this process.
- Santos has also recently authorised an ILUA with the Wongkumara but this is awaiting registration with the native title tribunal.
- I have advised Santos ([redacted] and [redacted] of Ashurst) that we can advertise the PL under the RTN process, but that when their ILUA becomes registered this will cover their native title requirements for the area that overlaps with the Wongkumara claim (about 25% of the total area).
- The remaining area has no claimants and is unlikely to have any new registrations over the area in the new future. For this area, when the RTN notification period ends and if there area no new claims over the area, the native title process will also be complete.
- If for some reason the ILUA isn't registered, then Santos can commence negotiating with the Wongkumara through the RTN process.
- Since the ILUA should be registered within 6 months, and the advertising process takes approximately 5-6 months, if no new claims are registered over the area the native title processes will be completed within approx. 6 months.

Happy to discuss.

Cheers
Camille

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

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

Phillips Erin

From: Kirby Camille
Sent: Thursday, 9 August 2012 9:38 AM
To: DME Petroleum Tenures
Cc: Carmichael David
Subject: PL 303 Native title notification
Attachments: PL303_Ad.doc; signed s29 notice PL 303.pdf

Hello Petroleum,

The section 29 notice for PL 303 (Satnos QNT Pty Ltd) was advertised in the Koori Mail on Wednesday, 8 August 2012 and the Western Times on 9 August 2012 with a notification day of 22 August 2012. I've attached the Advert and the signed notice for your files.

Any questions, please come and see me.

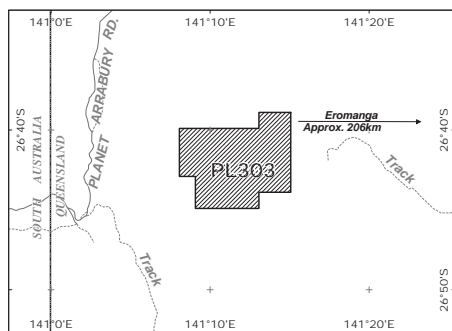
Cheers
Camille

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.



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 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

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 applications 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.

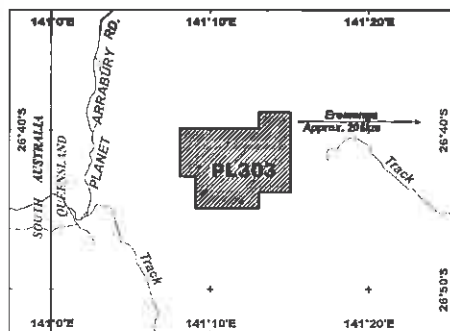
Notification Day: 22 August 2012

NOTICE OF PROPOSED GRANT OF A PETROLEUM LEASE

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Notification Day: 22 August 2012

Dated at Brisbane this

23rd

day of

July

2012

Signed:

s.49 - Signatur

[Signature box]

General Manager, Mining and Petroleum Operations
for Minister for Natural Resources and Mines.

 Queensland Government

Phillips Erin

From:
Sent: Friday, 20 July 2012 10:37 AM
To: Kirby Camille
Subject: RE: Draft advertisement PL 303

Ok, no worries!

From: Kirby Camille [<mailto:Camille.Kirby@dnrm.qld.gov.au>]
Sent: Friday, 20 July 2012 10:06
To:
Subject: RE: Draft advertisement PL 303

Hi

Yes it will be! It's just an example date - sorry for the confusion.

Kind regards,
Camille Kirby

From:
Sent: Friday, 20 July 2012 10:32 AM
To: Kirby Camille
Subject: RE: Draft advertisement PL 303

Hi Camille, ok other than the notification date of 12 September – can this be brought forward?

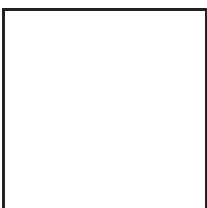
Thanks,

From: Kirby Camille [<mailto:Camille.Kirby@dnrm.qld.gov.au>]
Sent: Friday, 20 July 2012 09:39
To:
Subject: Draft advertisement PL 303

Good morning

Attached is the draft advertisement for the s29 notice for PL 303. Can you please check the details of the advert and confirm that the content is correct?

Thanks
Camille



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Phillips Erin

From: Kirby Camille
Sent: Tuesday, 12 February 2013 12:54 PM
To: [redacted]
Subject: RE: Executed s.31 PL 303

Hi [redacted]

Please see below for the address to send the s31 deeds to. Just address it to Director Native title Services, Mining and Petroleum Operations, DNRM.

To confirm, please note the when we receive the s31 deed it will be processed up to the Minister for execution and this can take anywhere from 3-6 weeks. Once received we will email all parties a copy and put an original back in the post if it's provided in tripartite.

Kind regards,
Camille Kirby
Principal Project Officer (Petroleum)
Native Title Services | Mining and Petroleum Operations
Department of Natural Resources
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:
To: Kirby Camille
Subject: Re: Executed s.31 PL 303

Hi Camille

Kind regards,

[redacted] | Stakeholder Engagement Project Support Officer | EABU | 60 Flinders Street, Adelaide S.A. 5000 | Ph [redacted]
[redacted] | s.49 | Email [redacted]



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

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Please consider the environment before printing this email

Phillips Erin

From: [redacted]
Sent: Thursday, 12 July 2012 2:01 PM
To: Kirby Camille
Subject: RE: PL 303

Follow Up Flag: Follow up
Flag Status: Completed

Thanks Camille.

From: Kirby Camille [<mailto:Camille.Kirby@dnrm.qld.gov.au>]
Sent: Thursday, 12 July 2012 11:44 AM
To: [redacted]
Cc: [redacted]
Subject: PL 303

Hi [redacted]

As per our conversation I can confirm that PL 303 has not commenced a native title process or been notified under s29 of the NTA. The s31 deed for ATP 752 will not cover the PL for the grant of the tenement. If you client would like to follow the Right to Negotiate process, please see the attached RTN submission template that will be required to be completed and submitted before the notification process can be commenced. (Please also let me know if Santos instead intend to follow an ILUA process so I can update my records.)

Any issues, or if your client would like to speak to me directly, please pass on my details below.

Cheers
Camille

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

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

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entity from Ashurst Australia. In Asia, Ashurst Australia, Ashurst LLP and their respective affiliates provide legal services under the name "Ashurst". Further details about the Ashurst group can be found at www.ashurst.com.

Phillips Erin

From: Carmichael David
Sent: Monday, 16 July 2012 2:42 PM
To: Kirby Camille
Cc: Pietzner Kirsten
Subject: RE: PL 303 - Santos - NT process

Follow Up Flag: Follow up
Flag Status: Completed

Hi Camille

Thanks very much for clarifying and organising the NT aspects for PLA 303. Could you keep me in the loop if there are any updates on this.

Thanks
David

David Carmichael
Case Manager
Mining and Petroleum Operations
Department of Natural Resources and Mines
Level 16, QMEC Building, 61 Mary Street, Brisbane
PO Box 15216, City East Queensland 4002
Phone: [redacted] 3
Mobile: s.49 [redacted]
Fax: +6
Email: David.Carmichael@dnrm.qld.gov.au

From: Kirby Camille
Sent: Monday, 16 July 2012 10:46 AM
To: Carmichael David; Pietzner Kirsten
Subject: PL 303 - Santos - NT process

Hi Kirsten and David,

Regarding Santos PL application 303:

- Santos has nominated to commence the RTN process to address native title for the grant of PL 303 where native title exists over 99% of the land.
- They have submitted the necessary documents to progress this process.
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- The remaining area has no claimants and is unlikely to have any new registrations over the area in the new future. For this area, when the RTN notification period ends and if there are no new claims over the area, the native title process will also be complete.
- If for some reason the ILUA isn't registered, then Santos can commence negotiating with the Wongkumara through the RTN process.
- Since the ILUA should be registered within 6 months, and the advertising process takes approximately 5-6 months, if no new claims are registered over the area the native title processes will be completed within approx. 6 months.

Happy to discuss.

Cheers
Camille

Kind regards,
Camille Kirby

Principal Project Officer (Petroleum)
Native Title Services | Mining and Petroleum Operations

Department of Natural Resources

Telephone: 07 3247 4665 | Mobile s.49 Facsimile: 07 3238 3188

Email: Camille.Kirby@dnrm.qld.gov

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

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David Carmichael
Case Manager
Mining and Petroleum Operations
Department of Natural Resources and Mines
Level 16, QMEC Building, 61 Mary Street, Brisbane
PO Box 15216, City East Queensland 4002
Phone: +61 7 3237 1603
Mobile: [s.49]
Fax: +61 7 3238 3188
Email: David.Carmichael@dnrm.qld.gov.au

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Happy to discuss.

Cheers
Camille

Kind regards,
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] | Facsimile: 07 3238 3188

Email: Camille.Kirby@dnrm.qld.gov

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

Phillips Erin

From: Kirby Camille
Sent: Friday, 6 July 2012 8:51 AM
To: Carmichael David
Subject: RE: PLA 303

Hi David,

This will still be required, less than 1% of the original ATP had extinguished land on it. Unless any freehold land has been granted over the area in the last 2.5 years (given the area this is highly unlikely) this will remain the same. I can organise another search if you like, but I think it's unnecessary.

When SANTOS mentioned it did they speak about what native title process they were undertaking? I don't have a file open for this PL and so I would probably need to organise a meeting/write to them about what their process they will go down for grant of this PL. I can't get the s31 deed electronically, but the group that was engaged with for the ATP has changed over the area, so even if it was a conjunctive deed (like in the last lot of APLNG tenures) it would not be able to go straight to grant.

Kind regards,
Camille Kirby

From: Carmichael David
Sent: Friday, 29 June 2012 9:40 AM
To: Kirby Camille
Subject: PLA 303

Hi Camille

Could you arrange for a native title assessment for PLA 303 please? It is not urgent. The application is made by SANTOS QNT Pty Ltd and it comes out of ATP 752. MERLIN dealings in October 2009 says that a RTN or ILUA process is required for grant, mainly non-exclusive land. Is this still the case? This PL application is something Santos raised at a meeting Kirsten Pietzner and I had with them this week.

Thanks
David

David Carmichael
Case Manager
Mining and Petroleum Operations
Department of Natural Resources and Mines
Level 16, QMEC Building, 61 Mary Street, Brisbane
PO Box 15216, City East Queensland 4002
Phone: +61 7 3237 1603
Mobile:
Fax: +61 7 3238 3188
Email: david.carmichael@deedi.qld.gov.au

Phillips Erin

From: [redacted]
Sent: Monday, 16 July 2012 11:34 AM
To: Kirby Camille
Subject: RE: RTN application for PL303 - COMMERCIAL IN CONFIDENCE

Yes thanks. Let me know if there is anything further you need. Cheers [redacted]

-----Original Message-----

From: Kirby Camille
Sent: 16-07-2012, 10:37 am
To: [redacted]
Subject: RE: RTN application for PL303 - COMMERCIAL IN CONFIDENCE

Hi [redacted]

Just to confirm that you would like to expedite the advertising for this tenement?

Kind regards,
Camille Kirby

From: [redacted]
Sent: Friday, 13 July 2012 3:53 PM
To: Kirby Camille
Cc: [redacted] JV Adviser Eastern Australia; [redacted]
Subject: RTN application for PL303 - COMMERCIAL IN CONFIDENCE

Hi Camille,

Find attached the final documentation for the PL303 RTN Application.

As discussed, it would be appreciated if you could give this your earliest attention.

Feel free to contact me if you have any further queries.

Thanks, [redacted]

[redacted]
External Affairs
Eastern Australia Business Unit
Santos Ltd | 60 Flinders St Adelaide SA 5000
Tel: [redacted] Mob: [redacted]^{s.49} Fax: 08 8116 5072

[Santos Logo]

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

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Phillips Erin

From: Kirby Camille
Sent: Thursday, 29 November 2012 8:01 AM
To:
Subject: RE: s.31 deed for PL303

Hi

Unfortunately we can't begin the process until the executed deed is received. The next step in the process after we receive the s31 deed is forward it to the Minister's office (usually on the same day of receipt or the following day) for execution by the Minister. As there's no other internal steps we can't prepare/begin our internal processes before the receipt of the s31 deed.

The earlier received the better so that we can ensure it gets signed before the Christmas break.

happy to discuss further.

Cheers

Camille

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

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

From:
Sent: Wednesday, 28 November 2012 5:24 PM
To: Kirby Camille
Subject: s.31 deed for PL303

Hi Camille,

We have all Santos and Joint Venture signatures on the s.31 deed, and five of seven applicants. The other two signatures are being gathered by Eddy Neumann, the Wongkumara legal adviser.

We're obviously keen to progress the final stage of Ministerial sign-off – just wondering if it is possible to start your internal process while we obtain the last two signatures from the Wongkumara? The two applicants have not raised any objection to signing the deed, but were unable to attend the meeting last week.

Happy to discuss further as required.

Thanks,



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

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Phillips Erin

From: Rawlings, Chris
Sent: Wednesday, 17 October 2012 11:56 AM
To: Kirby Camille
Subject: RE: s31 deed for PL 303
Attachments: Amended Section 31 Deed PL 303 17.10.12.pdf

From: Kirby Camille
Sent: Wednesday, 17 October 2012 11:43 AM
To: Rawlings, Chris
Subject: FW: s31 deed for PL 303

FYI...

Kind regards,
Camille Kirby

From: [redacted]
Sent: Wednesday, 17 October 2012 11:42 AM
To: Kirby Camille
Cc: [redacted]
Subject: RE: s31 deed for PL 303

Hi Camille

Thanks for doing this so quickly.

Just one small amendment - could you please change the reference to **Avery Resources (Australia) Pty Ltd** to **Bengal Energy (Australia) Pty Ltd**. This company has changed names (the ACN number is still correct).

Thanks again,

[redacted]

[redacted]

[redacted]

D: [redacted] M: [redacted] s.49

Blake Dawson is Ashurst, Australia's new global law firm. [Read more here](#)

Ashurst Australia 123 Eagle Street Brisbane QLD 4000 Australia
T: +61 7 3259 7000 | F: +61 7 3259 7111 | DX 388 Brisbane
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From: Kirby Camille [<mailto:Camille.Kirby@dnrm.qld.gov.au>]
Sent: Wednesday, 17 October 2012 10:26 AM

To: [redacted]

Subject: FW: s31 deed for PL 303

Sorry [redacted] I spelt your name wrong - please see below.

Kirby Camille
Wednesday, 17 October 2012 10:05 AM

[redacted]
1 deed for PL 303

Attached is the requested s31 deed for PL 303. This deed will become void if any groups nominate to become registered within the 3 month period and become registered within the 4 month period.

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

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

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**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

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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.

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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

} _____
(signature)

} _____
(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)

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
Bow Energy Ltd
(ACN 111 019 857)
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
Ocellaris Oil Pty Ltd
(ACN 107 566 174)
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
Senex Energy Limited
(ACN 008 942 827)
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)

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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

(witness signature)

Signed by **Iona Smith** 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 **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 _____ 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 _____ 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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

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

this _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

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

this _____ day of _____ 2012
in the presence of:

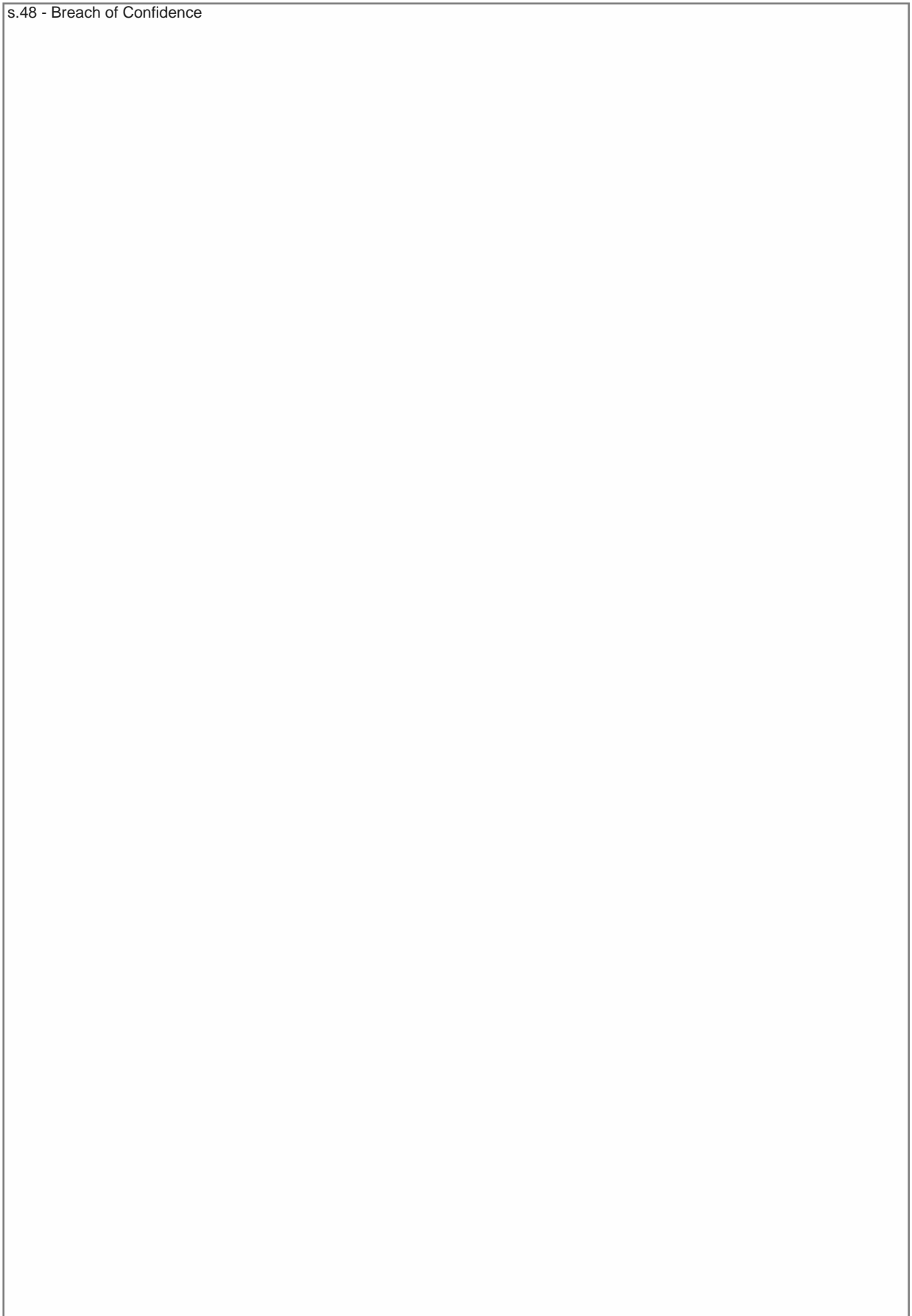
Witness: _____
(print name)

(signature)

(witness signature)

SCHEDULE ONE

s.48 - Breach of Confidence



SCHEDULE TWO

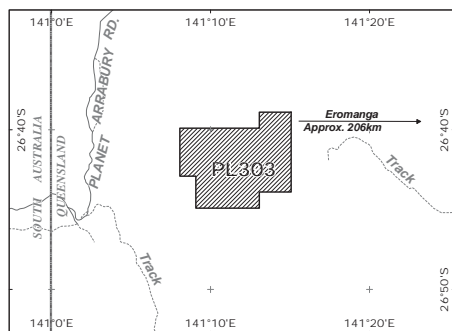
Section 29 Notice

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.



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

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



Phillips Erin

From:
Sent: Wednesday, 16 January 2013 8:01 AM
To: Kirby Camille
Subject: RE: Wongkumara ILUA

Hi Camille,

We're just getting endorsement from the Joint Venture to utilise the ILUA instead of s.31 and I will advise as soon as this happens.

Thanks,

From: Kirby Camille [<mailto:Camille.Kirby@dnrm.qld.gov.au>]
Sent: Tuesday, 15 January 2013 4:20
To:
Subject: Wongkumara ILUA

Hi

Apparently the Santos/Wongkumara ILUA is now registered - can you please confirm? If so I'll forward my recommendation.

Kind regards,
Camille Kirby

From: Kirby Camille
Sent: Wednesday, 9 January 2013 8:36 AM
To:
Subject: RE: s.31 deed for PL303

Hi

You just need to let me know when the ILUA is registered and send me the NNTT register extract - then I'll complete the process from here by advising the Petroleum unit that the Native title process has been completed with the RTN s29 notice (for the unclaimed area) and the ILUA (for the Wongkumara overlap).

Cheers
Camille

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

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

From: [redacted]

Sent: Tuesday, 8 January 2013 4:06 PM

To: Kirby Camille

Subject: RE: s.31 deed for PL303

Hi Camille,

Hope you have enjoyed a decent break (I did) – looks like we’re going down the ILUA path, what do we need to provide to you?

Cheers, [redacted]

From: Kirby Camille [mailto:Camille.Kirby@dnrm.qld.gov.au]

Sent: Monday, 10 December 2012 12:23

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 Resource

Telephone: 07 3247 4665 | Mobile: [redacted] s.49 | Facsimile: 07 3238 3188

Email: Camille.Kirby@dnrm.qld.gov

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]

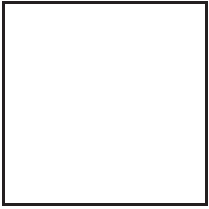
Subject: s.31 deed for PL303

49-Sch4 - Business affairs [redacted] e

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 NNTT). 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

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Please consider the environment before printing this email

Phillips Erin

From: Kirby Camille
Sent: Friday, 25 January 2013 2:35 PM
To:
Subject: RE: Wongkumara ILUA - application to an additiional ATP and 2xPLs

Hi

I just wanted to note that if you need to get approval from the Joint venture - this ILUA can also allow for the grant of

s.73 - Not relevant

Please let me know when you get approval and I can sign off on the native title side of things.

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

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

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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] Facsimile: 07 3238 3188
Email: Camille.Kirby@dnrm.qld.gov.

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

From: [redacted]
Sent: Tuesday, 8 January 2013 4:06 PM
To: Kirby Camille
Subject: RE: s.31 deed for PL303

[redacted] Section 78B – looks like we're going down the ILUA path, what do we need to provide to you?
Cheers, [redacted]

From: Kirby Camille [<mailto:Camille.Kirby@dnrm.qld.gov.au>]
Sen [redacted], 10 December 2012 12:23
To: [redacted]
Cc: [redacted] Pietzner Kirsten
Subject: RE: s.31 deed for PL303
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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: 0447 197 153 | 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:
To: Kirby Camille

Cc: [redacted]

Subject: s.31 deed for PL303

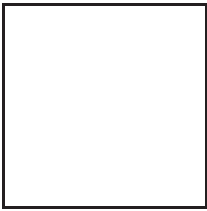
Hi Camille,

49-Sch4 - Business affairs [redacted]

[redacted] 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 NNTT). 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 ^{s.49} [redacted] if you are free to catch up.

Thanks, [redacted]



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

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[Please consider the environment before printing this email](#)

Phillips Erin

From: Yapali-Purcival, Leona <Leona.Yapali-Purcival@nntt.gov.au>
Sent: Tuesday, 7 August 2012 3:36 PM
To: Kirby Camille
Cc: Drew, Donna; Mlynarik, Nathalie; Yapali-Purcival, Leona
Subject: Registration Extract for claim overlapping tenure ND: 22/08/2012
[SEC=UNCLASSIFIED]
Attachments: Register Extract and Additional Information QC08_3.doc
Follow Up Flag: Follow up
Flag Status: Completed

UNCLASSIFIED

Good afternoon Camille

Please find attached the relevant Register Extract for the below claim which overlaps the tenement to be notified on

22 August 2012:

- QC08/3 Wongkumara People

Should you have any queries please do not hesitate to contact our office.

Kind regards

Leona Yapali-Purcival | SENIOR ADMINISTRATIVE OFFICER (Future Act)
National Native Title Tribunal | Brisbane Office, Operations East
Level 30, 239 George Street, Brisbane, Queensland 4000
Telephone (07) 3307 5016 | Facsimile (07) 3307 5050
Freecall 1800 640 501 | www.nntt.gov.au
Facilitating timely and effective outcomes.



NATIONAL NATIVE TITLE TRIBUNAL

Application Information and Extract from the Register of Native Title Claims

Application Information

Application numbers: Federal Court number: QUD52/08
NNTT number: QC08/3

Application name: Wongkumara People

Registration history: Registered from 12/04/2008.

NNTT map attached.

Register Extract (pursuant to s.186 of the *Native Title Act 1993*)

Application filed with: Federal Court of Australia

Date application filed: 11/03/2008

Date claim entered on Register: 12/04/2008

Applicants: Ms Noelene Margaret Edwards, Mr Clancy McKellar, Ms Iona Dawn Smith, Mr Ernest (Hope) Ebsworth, Ms Rosemary (Rose) Anne Wilson, Ms Margaret Anne Collins, Ms Sharleen Louise Knight, Mr Archie Ebsworth

Address for service: Eddy Neumann
Eddy Neumann Lawyers
Level 1
255 Castlereagh Street
SYDNEY NSW 2000
Phone: 02 9264 9933
Fax: 02 9264 9966

Additional Information:

Not Applicable

Area covered by the claim:

Information identifying the boundaries of:

- a) the area covered by the application; and
- b) any areas within those boundaries that are not covered by the application.

In relation to (a) above a description of the area of land and waters covered by the application is provided at Attachment 'B'.

In relation to (b) above areas within the boundary identified in Attachment B that are not covered by the application are:

1. The area covered by the application excludes any land or waters that is or has been covered by:

- a) a Scheduled Interest;
- b) a freehold estate;
- c) a commercial lease that is neither an agricultural lease nor a pastoral lease;
- d) an exclusive agricultural lease or an exclusive pastoral lease;
- e) a residential lease;
- f) a community purpose lease;
- g) a lease dissected from a mining lease and referred to in s.23B(2)(c)(vii) of the Native Title Act 1993 (Cth);
- h) any lease (other than a mining lease) that confers a right of exclusive possession over particular land or waters.

2. Subject to paragraphs 4 and 5, the area covered by the application excludes any land or waters covered by the valid construction or establishment of any public work, where the construction or establishment of the public work commences on or before 23 December 1996.

3. Subject to paragraphs 4 and 5, exclusive possession is not claimed over areas which are subject to valid previous non-exclusive possession acts done by the Commonwealth or State of Queensland.

4. Subject to paragraph 6, where the act specified in paragraphs 1,2 and 3 falls within the provisions of:

- . S.23B(9) - Exclusion of acts benefiting Aboriginal Peoples or Torres Strait Islanders;
- . S.23B(9A) - Establishment of a national park or state park;
- . S.23B(9B) - Acts where legislation provides of non-extinguishment;
- . S.23B(9C) - Exclusion of Crown to Crown grants; and
- . S.23B(10) - Exclusion by regulation

The area covered by the act is not excluded from the application.

5. Where an act specified in paragraphs 1,2 and 3 affects or affected land or waters referred to in:

- . S47 - Pastoral leases etc covered by claimant application
- . S47A - Reserves etc covered by claimant application
- . S47B - Vacant Crown land covered by claimant application.

The area covered by the act is not excluded from the application.

The area covered by the application excludes land or waters where the native title rights and interests claimed have been otherwise extinguished.

Attachment B

QUD52/08 Wongkumara People (QC08/3) Native Title Determination Application (Proposed Amendment)

Description

The application area covers all the lands and waters within the external boundary described below:

Commencing at a point on the Queensland - New South Wales state border approximately 12.5km east of Warri Warri Gate at Longitude 142.058001° East and extending easterly along that state border to Longitude 142.069028° East; then generally south easterly, generally south westerly and generally north westerly passing through the following coordinate points:

Longitude (East)	Latitude (South)
142.070844	29.067146
142.127747	29.173417
142.181221	29.265779
142.265681	29.434255
142.268770	29.522825
142.234164	29.611876
142.168194	29.676581
142.102582	29.710352
142.025714	29.732557
141.963350	29.744397
141.877332	29.761913
141.744960	29.769952
141.668617	29.730701
141.576346	29.667324
141.487642	29.581774
141.401997	29.481415
141.317395	29.377155
141.289236	29.258243
141.270820	29.178341
141.251322	29.094209
141.228193	28.999094
141.228058	28.998540
141.055322	28.288153

Then north westerly to a point on the Queensland - South Australian state border at Latitude 28.038230° South; then generally northerly along that state border to Latitude 26.913799° South; then generally north easterly and generally south easterly passing through the following coordinate points:

Longitude (East)	Latitude (South)
141.166901	26.773209
141.211384	26.733669
141.352913	26.607870
141.494420	26.462546
141.545635	26.389813
141.614914	26.283161
141.667046	26.175892
141.690461	26.145594
141.707328	26.138929
141.748273	26.115046
141.785805	26.057042
141.877929	25.971742
141.901192	25.964340
141.919259	25.971988
142.265162	26.239235
142.263620	26.243837

142.257629	26.260812
142.254453	26.269941
142.251675	26.277482
142.244162	26.287068
142.238015	26.294444
142.233418	26.299312
142.221294	26.306265
142.197411	26.319407
142.197709	26.319591
142.197804	26.337521
142.199133	26.358781
142.200696	26.378517
142.205777	26.439839
142.211756	26.471065
142.238925	26.495322
142.273477	26.515477
142.310908	26.540671
142.346180	26.562986
142.385770	26.582422
142.424641	26.607616
142.457034	26.632810
142.522538	26.673120
142.543414	26.684638
142.575086	26.694715
142.600280	26.706233
142.644190	26.735746
142.662186	26.751582
142.680901	26.771737
142.693858	26.792613
142.705376	26.810608
142.714014	26.834363
142.725531	26.886191
142.734169	26.937299
142.742807	27.007122
142.752885	27.083425
142.783118	27.140291
142.814070	27.201477
142.828467	27.220193

Then south easterly to the centreline of Wilson River at Longitude 142.921272° East; then generally south westerly along the centreline of that river to Longitude 142.595276° East, being approximately 700m south east of the Noccundra Hotel; then generally south westerly passing through the following coordinate points:

Longitude (East)	Latitude (South)
142.591279	27.879727
142.586739	27.889416
142.583232	27.893481
142.573075	27.907402
142.562898	27.920171
142.551441	27.934105

142.536210	27.956133
142.524730	27.968915
142.514559	27.982831
142.503763	27.998115
142.497787	28.009503
142.484973	28.028377
142.468840	28.049840
142.456751	28.066627
142.447560	28.085897
142.434852	28.110751
142.421832	28.133307
142.406542	28.159353
142.392700	28.180308
142.375484	28.201546
142.357811	28.226243
142.341584	28.245618
142.318459	28.271089
142.304688	28.283973
142.293441	28.297961
142.287699	28.305195
142.274598	28.326355
142.271526	28.342290
142.277269	28.357167
142.289208	28.369874
142.296528	28.385416
142.291821	28.410818
142.287692	28.416336
142.271289	28.438309
142.254961	28.454911
142.242048	28.473530
142.229985	28.496049
142.220307	28.521062
142.205453	28.547996
142.189321	28.576558
142.175392	28.597947
142.160391	28.617969
142.146170	28.638208
142.133251	28.658657
142.121299	28.675176
142.113363	28.697852
142.111636	28.704886
142.108257	28.718645
142.092487	28.740973
142.082417	28.761605
142.071786	28.780172
142.064374	28.803987
142.058223	28.825482
142.053864	28.845110
142.052839	28.876431
142.057868	28.895466
142.058298	28.920321

142.052472	28.945953
142.051022	28.967840
142.052618	28.984621
142.057699	28.998318

Then south easterly back to the commencement point.

The application excludes any area subject to the following native title determination applications:

- . QUD6033/02 Mithaka People QC02/35 as per the amended application filed in the Federal Court on 20 March 2009, pursuant to Federal Court Orders dated 10 March 2009.
- . QUD80/9 Kullilli People QC09/1 as accepted for registration on 17 April 2009.

Note

Reference Datum

Geographical coordinates have been provided by the NNTT Geospatial Unit and are referenced to the Geocentric Datum of Australia 1994 (GDA94), in decimal degrees and are based on the spatial reference data acquired from the various custodians at the time.

Data Reference and Source

Amended application boundary data compiled by National Native Title Tribunal based on a signed sketch map dated 22 April 2009 and provided to the NNTT.

Wilson River sourced from 1:250,000 scale topographic vector data, © Commonwealth of Australia (2003).

Use of Coordinates

Where coordinates are used within the description to represent cadastral or topographical boundaries or the intersection with such, they are intended as a guide only. As an outcome to the custodians of cadastral and topographic data continuously recalculating the geographic position of their data based on improved survey and data maintenance procedures, it is not possible to accurately define such a position other than by detailed ground survey.

Persons claiming to hold native title:

All those persons named here below and their biological descendants.

Only surviving child of the Late Albert Ebsworth and Rose Ebsworth

Lena Murray

Children of the Late Martin Ebsworth

Rosemary Wilson, Barbara Ebsworth, Shirley Ebsworth, Karen Ebsworth, Linda Ebsworth, Jennifer Ebsworth, Amanda Ebsworth, Robyn Ebsworth, Gail Ebsworth, Martin Ebsworth Jr, Barry Mallyer, Roger Ebsworth, Carl Ebsworth

Children of the late Alfred Edward Ebsworth

Alfred ("Maxie") Ebsworth, Neville Ebsworth, Kenny Ebsworth, Noelene Perdrisat, Rose Carter

Children of the Late Michael Dixon

Brenda Dixon, Michael Dixon, Jessica Dixon, "Sonno" Johnston, Graham ("Noddy") Dixon, Vivienne ("Vickie") Dixon, John Dixon, Donna Dixon, Derek ("Lolly") Dixon, Donald ("Donnie-boy") Dixon, Tray ("Sorgie") Dixon, Bridget Dixon

Daughter of the Late Roy Dixon

Monica Dixon

Children of the Late Edna Joyce Leonard

Christen Leonard, Alan Leonard, Alfred Leonard, Les Leonard, Cynthia Leonard, Edna Leonard

Children of the Late Anthony Dixon

Anthony ("Sweeney") Dixon, Lorna Dixon, Christopher ("Cody") Dixon, Kim Dixon, Barbara Dixon, Kelvin Dixon, Venus Dixon

Children of the Late Warwick Fernando

Shaylee Gilbey, Warwick ("Sonno") Gilbey, Joycelyn Gilbey, Vivienne Gilbey, "Sissie" Gilbey

Children of the Late Beverley Fernando

Donald Fernando, Kenneth Fernando, Toni Fernando, Laura Fernando

Children of the Late Laura Dixon

Patricia Dixon, Netta Dixon, Noelene Dixon, Donald ("Donny") Dixon

Children of the Late Paul Dixon

Paul Knight, Leane Knight, Brody Knight

Children of the Late Claude Dixon

Richard Dixon, Tracy Dixon, Denise Dixon, Mary Dixon, Tootsie Dixon, Claudette Dixon, Erica Dixon

Children of the Late Albert Ebsworth

Alma Sullivan, Graham Knight

Children of the Late Hector Bates

Noelene Hudson, Susan Hudson, Andrew Hudson, Kristy Hudson, Paul Hudson, Bradley Hudson, Bruce Hudson, Roger Hudson, Donna Hudson

, Children of the Late Rita McKellar

Linda Elwood, Lillian McKellar, Glen McKellar, David McKellar, Dean McKellar, Louella McKellar

Child of the Late Clifford Hartnett

Margie-Anne Whyman

Child of the Late Cyril Hartnett

Cyril ("Junior") Whyman

Children of the Late Shirley Edwards

Cynthia Knight, Joanne Barker, Margaret Edwards, Letitia Edwards, Megan Edwards, Morris Edwards, Percy Edwards, Mervyn Edwards, Dennis Edwards, Maria Edwards

Children of the Late Darcy Edwards

Aaron Orcher, Annika Orcher, Shirley-Anne Orcher, Deakin Orcher, Tegan Orcher, Marcia Orcher, Darcelle Orcher,

Children of the Late John Hartnett

Eunice Hartnett, Phyllis Hartnett, Roger Hartnett, Albert Hartnett, Jane Hartnett,

Vera Thomas, Cherrie Hartnett, Adrian ("Russell") Broughton

Child of the Late Bernard Edwards

Steven Dargan

Child of the Late Ruby Johnson

Amy Gloria Elwood

Children of the Late Rhonda Williams

Kelly Williams, Kylie Williams, Noel Williams

Children of the Late Kerrin Johnson

Jannette Kelly, Annette Johnson, Jeffrey Johnson, Larry Johnson, Lorraine Johnson, Maureen Johnson

Children of the Late Roy Johnson

Moma Johnson, Maria Johnson, Roslyn Johnson, Gloria Johnson, Darryl Johnson,
Children of the Late Gladys Edwards
Patricia Edwards, Pam Edwards
Children of the Late Gladys Johnson
Deanna Edwards, Shane Edwards, Clark Edwards, Dell Edwards, Mark Edwards
Child of the Late Ron Johnson
Lisa Johnson
Child of the Late Elene Shepherd
Coleen Shepherd
Children of the Late Edith Edwards
Dawn Smith, Fay Monaghan, Wilma Edwards, Jannelle Edwards, Clem Edwards, Brian Edwards
Children of the Late Iris Edwards
Pauline Edwards, Malcolm Edwards
Children of the Late Roger Edwards
Fred Coleman, John Edwards, Audane Edwards, Bradley Edwards, Greg Edwards, Alfred Edwards,
Darlene ("Darla") Edwards
Children of the Late Arnold ("Picaninie") Ebsworth
Margaret Collins, Judith Nicholls, Lorraine Gilby, Ellen Johnson, Irene Ebsworth
, Children of the Late Martin Ebsworth
Chris Ebsworth, Anna Ebsworth, Kimbley Ebsworth
Children of the Late Cecil ("Nocka") Ebsworth
Cecil Ebsworth, Maureen Winbank, Malcolm Ebsworth, Ernest ("Hope") Ebsworth, Peter Ebsworth,
Dianne McGlashen
Children of the Late Alma Ebsworth
Archie Ebsworth, Manuel Ebsworth, Lorna Pine, Loretta Tupou, Leona Tai
Children of the Late Jean McKellar
Clancy McKellar, Greg McKellar, Wayne McKellar, Ruth McKellar, Sally McKellar, Cal McKellar,
Rebecca McKellar, Tray McKellar, Shona McKellar,
Children of the Late Gerald McKellar
Gerald McKellar Jr, Jenna McKellar, Shannon McKellar, Cody McKellar,
Children of the Late Thomas McKellar
Margaret McKellar, Thomas McKellar, Jay McKellar, Robert McKellar,
Children of the Late Janice Dennis
Shona McKellar, Peter McKellar, Floyd McKellar,
Children of the Late Arthur Ebsworth
Majella Jones, Coral-Lee Jones
Children of the Late Madeline Hines
Clarrie Hines, Peter ("Paddy-boy") Hines
Child of the Late Eileen Hines
Darren Hines
Children of the Late Jeannie Hines
Loretta McKellar, Judith Hines
Children of the Late Rita ("Georgina") Hines
Lorna Vincent, William Hines, Thomas Hines, Edna Hines, Rhonda Hines, Barry Hines
Children of the Late Malcom ("Pierce") Hines
Maureen Hines, Fiona Hines, Tina Hines,
Child of the Late Ray Hines
George Hines,
Raised by the Late Lucy Harding
Norman Hodge

Registered native title rights and interests:

The following Native Title Rights & Interests were entered on the Register on 12/04/2008:

1. Over areas where a claim to exclusive possession can be recognised (such as where there has been no prior extinguishment of native title or where s. 238, including where ss. 47, 47A or 47B apply), the right to possess, occupy, use and enjoy the lands and waters of the application area as against the whole world, pursuant to the traditional laws and customs of the Wongkumara People is registered.
2. Over areas where a claim to exclusive possession cannot be recognised the following rights and interests of the Wongkumara People are registered:
 - a. the right to access the application area
 - b. the right to camp on the application area
 - c. the right to erect shelters on the application area
 - d. the right to live on the application area
 - e. the right to move about the application area
 - f. the right to hold meetings on the application area
 - g. the right to hunt on the application area
 - h. the right to fish on the application area
 - i. the right to use the natural waters resources of the application area including the beds and banks of watercourses
 - j. the right to gather the natural products of the application area including food, medicinal plants, timber, stone, ochre and resin according to traditional laws and customs
 - l. the right to participate in cultural activities on the application area
 - m. the right to maintain places of importance under traditional laws, customs and practices in the application area
 - n. the right to protect places of importance under traditional laws, customs and practices in the application area

Register attachments:

1. Map of Claim Area , Attachment C of the Application, 1 page - A4, Attached 22/09/2009.

Note: The Register may, in accordance with s.188 of the Native Title Act 1993, contain confidential information that will not appear on the Extract.

Phillips Erin

From:
Sent: Friday, 13 July 2012 3:53 PM
To: Kirby Camille
Cc: JV Adviser Eastern Australia;
Subject: RTN application for PL303 - COMMERCIAL IN CONFIDENCE
Attachments: PL303 and Native Title.pdf; 120713_PL303_RTN submission_Final.docx; AEP.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Camille,

Find attached the final documentation for the PL303 RTN Application.

As discussed, it would be appreciated if you could give this your earliest attention.

Feel free to contact me if you have any further queries.

Thanks

External Affairs
Eastern Australia Business Unit
Santos Ltd | 60 Flinders St Adelaide SA 5000
Tel: Mob: s.49 Fax: 08 8116 5072



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

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26° 30' S

141° 10' E

ATP 752P B

26° 40' S




PL 303

PL 97

Aquitaine B

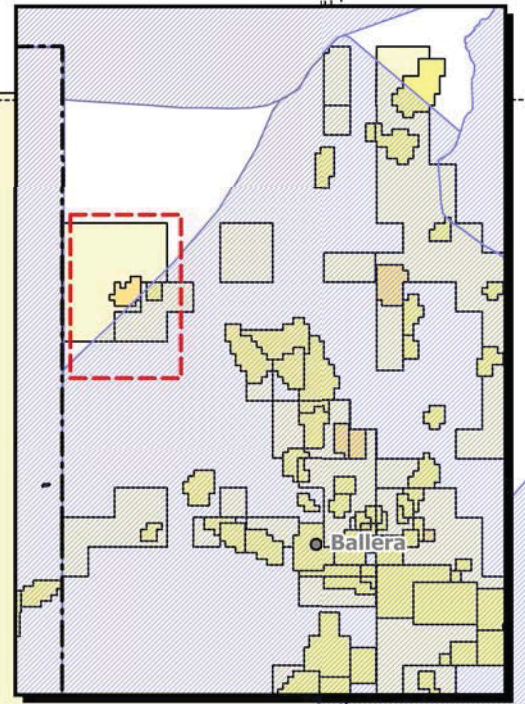
26° 50' S

Wongkumara People
QC08/3

-  PL 303 - Under Application
-  Current Santos Exploration Permit
-  Current Santos Production Licence

13-003

DL Documents

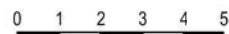


Santos

Cooper Basin, Queensland

**PL 303
Native Title Claims**

Kilometres



July 2012, File No. NATIVE 661

Page 252 of 299



SUBMISSION TO COMMENCE THE RIGHT TO NEGOTIATE PROCESS (Commonwealth Native Title act 1993)

GUIDE FOR APPLICANTS

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You are requested to make a submission in order to assist the Minister for Employment, Skills and Mining to decide whether, on behalf of the State, to commence the "Right to Negotiate" (RTN) in relation to your tenement application.

This RTN submission should be completed utilising the RTN Submission Guidelines (*Department of Natural Resources and Mines*) and should include detailed information/comments covering all matters.

- Failure to address points may delay the progress of your submission and grant of the tenure.
- Your submission will be treated with strict confidentiality and should be marked "commercial in confidence".

Please complete the Right to Negotiate submission and lodge the submission with the Department of Natural Resources and Mines (NRM) by mail to the address below which is in your area. (The manager/Principal Project officer may also be able to provide an email address if that is more convenient.)

You should also contact your regional Manager/Principal Project Officer before starting this process. Contact details are listed at the end of this form for your convenience.

1. Future Act Type

1.1 Type

Addition of Excluded Land

Addition of Surface Area

Grant of Tenure

Renewal / Regrant

Other

Please note 'other'

1.2 Tenure Type

Mining Lease (ML)

Authority to Prospect for Petroleum (ATP)

Mining Claim (MC)

Petroleum Leases (PL)

Mineral Development Licence (MDL)

Exploration Permit for Mineral or Coal (EPM or EPC))

Other

Please note 'other'

Question 1.2

Enter the tenure type.

Question 1.3

If more than one tenure type is in the submission please specify the relevant type with the numbers.

1.3 - Relevant tenure number/s

PL 303

**GUIDE FOR
APPLICANTS**

Form Number 1

Version Number 4 Aug 2011

1.4 Applicant details

Name of Applicant

Santos Ltd

Name of Project

PL303 - Cuisinier field development

1.5 Project Contact Details:

Name and Position of Contact Person:	<input type="text"/> Principal Adviser, Aboriginal Engagement
Street Address:	60 Flinders St, Adelaide, SA 5000
Postal Address	As above
Office Number:	<input type="text"/>
Mobile Number:	s.49 <input type="text"/>
Facsimile Number:	08 8116 5072
Email Address:	<input type="text"/>

2. The Project

Please choose one of the advertising options below.

- Small Project/Exploration/Small Miner**
- Tenement is Urgent - Full Costs Involved**
- Batching Required for Advertising costs**
- Batching Required for Negotiation (Member of a Mining Association)**

Medium to Large Project

Single Right To Negotiate

Multiple Right To Negotiate

2.1 Please provide a brief history of the company/individual, in regard to past mining/exploration activity

Santos has a long history of operation in the Cooper Basin. In SWQ, Santos has petroleum processing hubs at Ballera and Jackson, and an extensive network of petroleum operations (wells, pipelines, compressor stations etc). Santos is a major supplier of Australian domestic gas and oil.

Question 2.1

Provide an outline of the company's previous activities such as location, scale of projects etc.

GUIDE FOR APPLICANTS

Form Number 1

Version Number 4 Aug 2011

2.2 Please provide a summary of the proposed project including any timeframes or other commercial activity which may impact on the issuing of the Section 29 Notice

Petroleum activity	No. of Existing ...	No. of Proposed ...	Max Size
--------------------	---------------------	---------------------	----------

s.49 - Business Affairs

Question 2.2

Include proposed disturbance of land, development cost/Project Budget, anticipated job creation (during construction and development), production rates of the proposed operation/project and employment figures

Question 2.3

Please include a description of the general location, exclusions, and details of any surveys conducted to date.

A map may also be attached to this submission

Question 2.4

This could include existing or previous Indigenous Land Use Agreements, Cultural Heritage Management Plans and RTN agreements that the company has undertaken to date.

2.3 Please provide a current detailed description of land subject to the proposed future act.

s.49 - Business Affairs

2.4 Please provide a history of any previous negotiations with Native Title parties.

Santos has a history of successful cultural heritage and native title negotiations with the Wongkumara claim group, who have a registered claim over a portion of PL 303. Santos recently completed a life of project, whole of claim ILUA with the Wongkumara which was authorised by the group in June 2012. This agreement is being registered by the NNTT and is unable to be applied to the grant of PL303 until this process is completed. A Part 7 CHMP is in place with the Wongkumara for their area of claim within PL303.

2.5 Please provide details of any company policies or procedures in regard to Indigenous activities.

Santos has published an Aboriginal Engagement Policy which details the manner in which Santos will engage with Aboriginal stakeholders including native title groups. Santos also has a comprehensive cultural heritage management system which recognises the significance and authority of Aboriginal stakeholders in managing cultural heritage. Santos has a range of additional systems and procedures to ensure that agreements reached with native title groups are effectively implemented.

2.6 Please provide the name(s) and contact details for the person(s) who will be representing the grantee party in the negotiations.

Name and Position of Contact Person:	<input type="text"/> Principal Adviser, Aboriginal Engagement
Street Address:	60 Flinders St, Adelaide, SA 5000
Postal Address	As above
Office Number:	<input type="text"/>
Mobile Number:	s.49 <input type="text"/>
Facsimile Number:	DL Documents 08 8116 5072

GUIDE FOR APPLICANTS

Form Number 1

Version Number 4 Aug 2011

Question 2.5

This can include Indigenous employment strategies, training and retention, community programs etc

Question 2.6

The nominated representative/s should have sufficient authority to make decisions.

This should also include relevant experience of the individuals or company involved in negotiations with Indigenous parties.

Email Address:	<input type="text"/>
Experience:	Extensive experience (over 15 years) engagement with Aboriginal communities. 4 years experience with Santos in negotiation and implementation of cultural heritage and native title agreements.

3. Meeting and Negotiation Information

It is recommended that you meet with the Native Title Representative Body for the area of the tenement application and the registered Native Title claimants/holders and/or their legal representatives, before the issuing of the RTN notice.

Your regional Officer can assist you in organizing these meetings and should be invited to such meetings.

The purpose of these meetings is to establish the willingness of the parties to participate in RTN negotiations and achieve an outcome.

3.1 If meetings with the Native Title Representative Bodies have already taken place please supply details of meeting outcomes and contact details of the attendees.

Santos has previously discussed the application area with QSNTS and we are familiar with the native title parties for the area.

Santos has recently authorised an ILUA with the Wongkumara which, once registered, will meet their native title requirements for the grant of the PL. Should the ILUA registration be delayed for any length of time, Santos may consider entering into a s.31 agreement with the Wongkumara for the grant of this PL.

Santos does not anticipate a claim to be filed or registered over the native title "gap" area of PL303 during the notice period, however is prepared to negotiate in good faith with any registered claim group should this eventuate.

GUIDE FOR APPLICANTS

Form Number 1

Version Number 4 Aug 2011

Question 3.1

Copies of minutes/attendees can be attached to this submission in addition to the listed information.

3.2 If these meetings have not taken place please advise as to when you will organise these meetings.

4. Indigenous Employment/Training Opportunities.

4.1 Are there opportunities for State/Federal Support for Indigenous employment quota, Indigenous training initiatives or Indigenous Business Opportunities? Please provide the details below.

Further to commitments in the Aboriginal Engagement Policy, Santos has committed in its ILUA with the Wongkumara to increasing employment and training opportunities. The development of PL303 will be undertaken in accordance with these policies and commitments.

5. Contact with the State

5.1 Please supply details on any previous meetings with the State on the RTN process, and whether you may seek assistance from the State through the RTN process.

Santos has frequently engaged the State on RTN processes. In this case, given our long-term working relationship with the Wongkumara, we do not anticipate requiring any assistance from the State for this RTN.

6. Understanding of the RTN Process

6.1 Please confirm that you understand the RTN process, the requirements to conduct negotiations in 'good faith', and that you have considered potential costs associated with participating in the RTN process.

I understand the RTN process, the costs involved and the requirements to conduct negotiations in good faith

7. List of Attachments to Accompany Submission

7.1 Please supply details of any attachments, including maps etc you have in relation to this submission.

GUIDE FOR APPLICANTS

Form Number 1

Version Number 4 Aug 2011

Question 5.1

Please note that the State is required to be involved with the RTN process in order to determine whether negotiations are being conducted in good faith.

GUIDE FOR APPLICANTS

Form Number 1

Version Number 4 Aug 2011

Map: PL303 and native title claims

Policy: Santos Aboriginal Engagement Policy

7.2 Please supply details of anything else you may wish to include in support of your submission.

RTN checklist to further assist you

You should consider completing the following actions to enable you to address all the requirements for commencing the RTN process.

- Yes we have contacted the regional DEEDI Manager/Native Title Officer.
- Yes we have contacted the local Native Title Representative Body
- Yes we have organised meetings with the Native Title claimants/holders and/or legal representatives
- Yes we have organised our negotiator/negotiating team
- Yes we have provided detailed company information for this submission.
- Yes we have considered costs and timeframes for the process
- We have considered our options regarding compensation to the Native Title parties
- We have considered what will happen if no agreement is reached

Please send this completed form to your local Native Title Services unit (details below).

Contact Details:

Queensland - all regions: Petroleum and Gas

Principal Project Officer
Department of Natural Resources and Mines
Level 16, 61 Mary Street, Brisbane QLD 4000
Email: dmenativetitleservices@deedi.qld.gov.au

Phone: 07 3247 4665
Fax: 073238 3188

Southern Region for Minerals and Coal: Incorporating Brisbane, Dalby and Quilpie Districts

Manager/Negotiator
Department of Natural Resources and Mines
LandCentre Podium 2 Ground Floor, Corner Main & Vulture Streets, Wolloongabba, Brisbane QLD 4102
Email: dmenativetitlesouthernregion@deedi.qld.gov.au

Phone: 07 3238 3844
Fax: 07 3405 5347

GUIDE FOR APPLICANTS

Form Number 1

Version Number 4 Aug 2011

☐ **Central Region for Minerals and Coal : Incorporating Rockhampton, Emerald and Winton Districts**

Principal Project Officer
Department of Natural Resources and Mines
25 Yeppoon Road, Parkhurst, 4702
P O Box 3679, Red Hill, 4701
Email: julianne.butteriss@deedi.qld.gov.au

Phone: 07 4936 0372
Mobile:
Fax: 07 4938 4310

☐ **Northern Region for Minerals and Coal: Incorporating Charters Towers, Mount Isa, Georgetown and Mareeba Districts**

Manager/Negotiator
Department of Natural Resources and Mines
Level 1, 187-209 Stanley Street, Townsville QLD 4810
Email: dmenativetitelnorthernregion@deedi.qld.gov.au

Phone:
Mobile:
Fax: 07 4760 7400

Our Aboriginal Engagement Vision:

"We will achieve enduring and mutually beneficial relationships with the Aboriginal communities in which we operate."

Santos is committed to working with Aboriginal communities in a way that respects Aboriginal cultures and supports the development of those communities in which the company operates. The application of this policy will create enduring and mutually beneficial relationships between Santos and Aboriginal communities across our Australian operations.

This policy will focus on the elements of native title, cultural heritage, employment and training, enterprise development, community capacity and corporate social responsibility.

To achieve its vision, Santos will:

- Recognise and respect Aboriginal peoples' attachment to their country and the importance of Aboriginal cultural heritage by:
 - Managing the impact of its operations;
 - Facilitating Aboriginal cultural awareness training with relevant Santos and contractor personnel.
- Engage with Aboriginal communities across the lifecycle of new projects and existing operations by:
 - Seeking to fully inform Aboriginal communities and consult with them on the likely impacts and opportunities arising from our activities;
 - Providing Aboriginal peoples with the opportunity to reach agreements with us on our new projects where practical and appropriate.
- Deliver capacity building strategies for Aboriginal peoples in the development of Santos operations and projects, including specific employment, training and procurement initiatives to:
 - Increase the number of Aboriginal employees within Santos and service providers;
 - Develop partnerships with Aboriginal peoples, government and community organisations in the delivery of Aboriginal employment and training outcomes;
 - Create, where possible, enterprise development and procurement opportunities within Santos projects and operations for Aboriginal companies;
 - Facilitate the development of the community to build capacity which is aligned with Santos operations and activities.

As Chief Executive Officer and Managing Director, I am committed to working with Santos personnel to ensure that this policy is communicated, understood, accepted and successfully implemented by all Santos employees and contractors.



David Knox

Chief Executive Officer & Managing Director

Phillips Erin

From: [redacted]
Sent: Monday, 10 December 2012 11:26 AM
To: Kirby Camille
Cc: [redacted]
Subject: s.31 deed for PL303
Attachments: qi2012_73%20-%20ag68295%20-km.pdf.pdf

Hi Camille,

49-Sch4 - Business affairs
[redacted]

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 NNTT). 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

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Notice of an application to register an area agreement on the Register of Indigenous Land Use Agreements

State of Queensland

Notification day: 3 October 2012



National
Native Title
Tribunal



QI2012/073 Santos – Wongkumara People ILUA

Description of the agreement area:

The area subject to this agreement covers about 42,000 square kilometres and is located 130 km west of Thargomindah, bordering South Australia and New South Wales.

The agreement falls within the Local Government Authorities of the Barcoo, Bulloo and Quilpie Shire Councils.

Parties to the agreements and their contact addresses:

Santos Ltd (ABN 80 007 550 923)
c/- Ashurst Australia
Level 38 Riverside Centre
123 Eagle Street
BRISBANE QLD 4000

Clancy McKellar, Iona Dawn Smith, Ernest (Hope) Ebsworth, Rosemary (Rose) Anne Wilson, Margaret Anne Collins, Sharleen Louise Knight, Archie Ebsworth and Noelene Margaret Edwards in their capacity as the Wongkumara Claimants on their own behalf and on behalf of the Wongkumara Native Title Claim Group (the native title claim group for claimant application QUD52/08)
c/- Eddy Neumann Lawyers
Level 1, 255 Castlereagh Street
SYDNEY NSW 2000

The agreement contains the following statements:

[Explanatory notes in brackets inserted by the National Native Title Tribunal]

3.1 Consents given to the Petroleum Entities under this ILUA

3.1(b) For the avoidance of doubt, the Parties consent, for the purpose of Part 2, Division 3, Subdivision C, section 24EB(1)(b) of the NTA and regulation 7(5) of the ILUA Regulations, to the Grant of Petroleum Tenements, the Grant of Approvals and doing of any Petroleum Activities that are Future Acts.

4.2 For the purpose of section 24EB(1)(c) of the NTA, the RTN [*the right to negotiate*] is not intended to apply and does not apply to any Future Act subject to a Consent or the No Challenge Obligation.

Clause 6.2 Definitions

'Approval' means any tenure, authorisation, lease, licence, permit, authority, approval, certificate, consent, direction or notice from or by any Government Agency or other competent authority considered necessary or desirable for the doing of an activity within the ILUA Area.

'Consents' means those consents given by the Wongkumara Claimants utilised by the Petroleum Entities to obtain the Grant of any Petroleum Tenement or Approval under clause 3.1 of this ILUA.

'Petroleum Activities' means all activities and operations within the ILUA Area proposed or undertaken by the Petroleum Entities and their contractors, servants or agents pursuant to the Petroleum Tenements and Approvals.

'Petroleum Tenements' means all Petroleum Authorities within the ILUA Area Granted or to be Granted to Petroleum Entities under the Petroleum Legislation and any related right or interest providing the Petroleum Entities with access, entry or permission to conduct Petroleum Activities.

Responses to an application to register an ILUA—where the application has not been certified:

Because this application for registration of the agreement has not been certified by the Representative Aboriginal/Torres Strait Islander Body/ies for the area, there is no opportunity to make a formal objection to its registration. However, if you claim to hold native title in relation to any of the land or waters covered by this agreement, you may wish, within the notice period, to make a native title determination application or equivalent application under a law of a state or territory in respect of any part of the area. If that application is registered on the Register of Native Title Claims, the registered native title claimants must be a party to this agreement before it can be registered. **The native title determination application must be made by 3 January 2013.**

Data statement: agreement area boundary compiled by the National Native Title Tribunal based on data sourced from and with permission of the Department of Natural Resources & Mines, Queensland. Search and photocopy fees may apply. Details of the terms of the agreement are not available from the National Native Title Tribunal.

For assistance and further information about this application, call Ann Stokes on freecall 1800 640 501 or visit www.nntt.gov.au.

AG68295

Facilitating timely and effective outcomes.

Phillips Erin

From: Kirby Camille
Sent: Wednesday, 17 October 2012 10:05 AM
To: [redacted]
Cc: [redacted]
Subject: s31 deed for PL 303

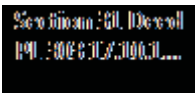
Hi [redacted]

Attached is the requested s31 deed for PL 303. This deed will become void if any groups nominate to become registered within the 3 month period and become registered within the 4 month period.

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

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002



**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

Avery Resources (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

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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

Avery Resources (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.

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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

} _____
(signature)

} _____
(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
Avery Resources (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
Bow Energy Ltd
(ACN 111 019 857)
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
Ocellaris Oil Pty Ltd
(ACN 107 566 174)
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
Senex Energy Limited
(ACN 008 942 827)
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)

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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

(witness signature)

Signed by **Iona Smith** 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 **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 _____ 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 _____ 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 _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

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

this _____ day of _____ 2012
in the presence of:

Witness: _____
(print name)

(signature)

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

this _____ day of _____ 2012
in the presence of:

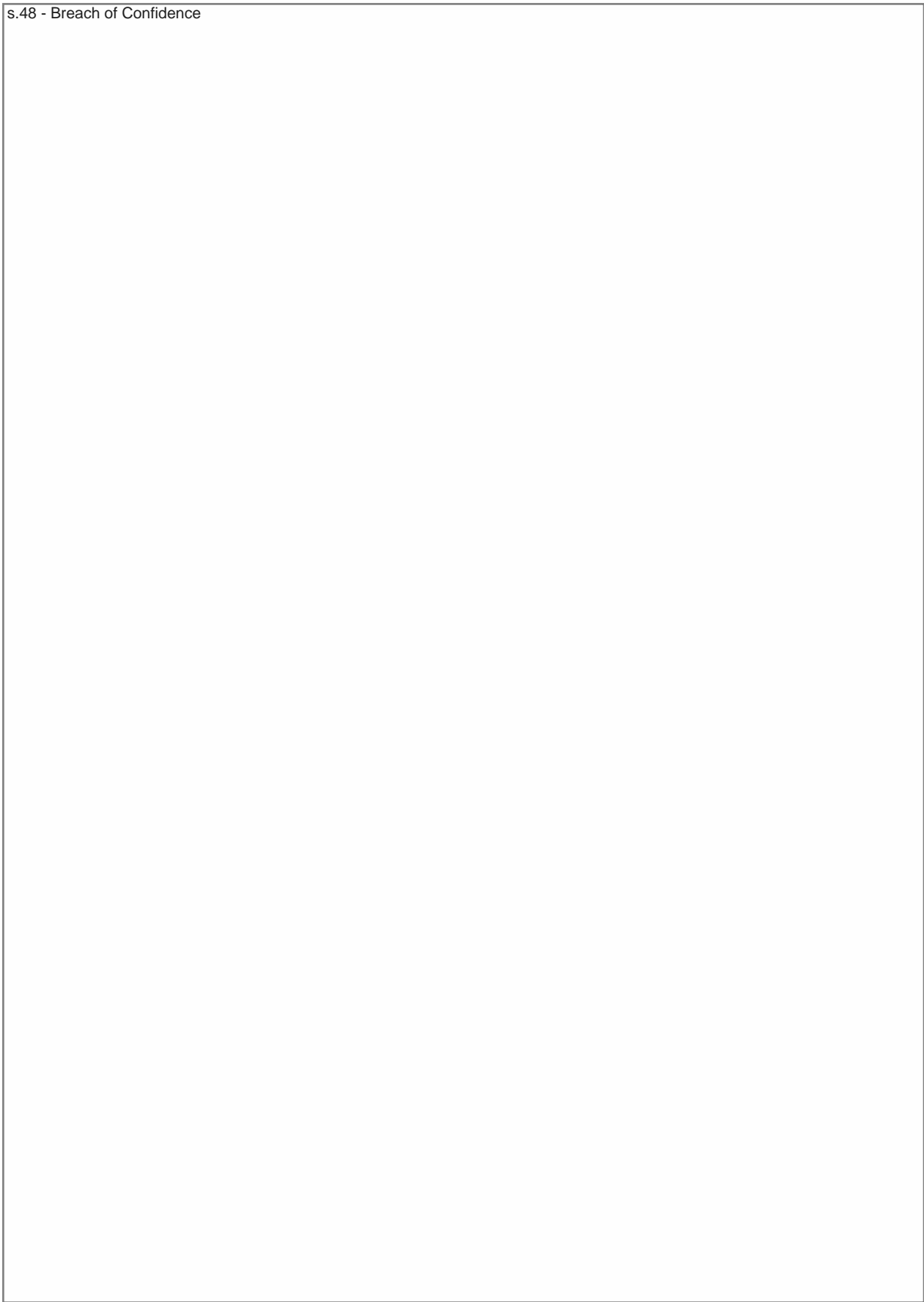
Witness: _____
(print name)

(signature)

(witness signature)

SCHEDULE ONE

s.48 - Breach of Confidence



SCHEDULE TWO

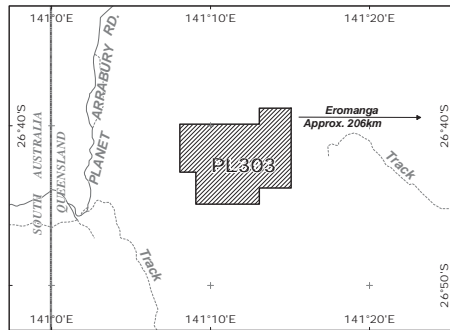
Section 29 Notice

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).

Petroleum Lease 303 sought by Santos QNT Pty Ltd ACN 083 077 196 (32.5%) Avery Resources (Australia) Pty Ltd, ACN 115 193 729 (17.5%) Bow Energy Ltd ACN 111 019 857 (15%) Ocellaris Oil Pty Ltd ACN 107 566 174 (10%) and Senex 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.



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

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



Phillips Erin

From: Kirby Camille
Sent: Friday, 21 September 2012 1:01 PM
To:
Subject: S31 process for PL 303

Hi

Yes, was good to catch up, will see you next time you're in town.

In relation to PL 303 s29 process, I can confirm the following process:

- On your confirmation, I'll request the s31 deed be drawn up to reflect the current NT party overlaps (only Wongkumara at this stage). This can be sent to you with the disclaimer that the s31 deed is void if any groups nominate to become registered within the 3 month period and become registered within the 4 month period.
- You can get this deed signed at anytime by the Wongkumara applicants after receiving it
- Santos to execute the document and then forward to the department for execution by the Minister at any time before the notification period has ended
- Although the department will have received the document, the Minister will not execute the deed until the 3 month period is over and no new native title claim has been lodged (if so we will need to wait another month to determine if the groups is successfully registered).
- The minister executes the s31 deed.
- The NT unit will then recommend to the relevant petroleum area that the native title process is complete and that the PL may proceed to grant as Santos has reached agreement with the relevant NT party and the remaining area is unclaimed.
- If no new claim is lodged and Santos submits the s31 deed for signing before the three month period, the timeframe that you would be looking at in relation to the deed being executed is approx 4-5 weeks after the three month date. This does mean that the signing will be around Christmas time which might expedite or slow up the process slightly.

Of course, alternatively, the s31 deed can be submitted at anytime past the three month date.

I hope this covers everything?

If not, just let me know and happy to discuss further.

Cheers
Camille

Camille Kirby
Principal Project Officer (Petroleum)
Native Title Services | Mining and Petroleum Operations
Department of Natural Resource
Telephone: 07 3247 4665 | Mobile: | Facsimile: 07 3238 3188
Email: Camille.Kirby@dnrm.qld.gov

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

Phillips Erin

From: Kirby Camille
Sent: Wednesday, 11 July 2012 1:49 PM
To: Carmichael David
Subject: SANTOS - PL 303

Hi David,

This easiest thing to progress the NT requirements for PL 303 is to put Santos in touch with me to discuss their

49-Sch4 - Business affairs

Please forward my details (below) to your contact in Santos so that the native title process can be commenced.

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

Level 16, 61 Mary Street, Brisbane Q 4000
PO Box 15168, City East, Qld 4002

Phillips Erin

From: Kirby Camille
Sent: Tuesday, 12 February 2013 2:49 PM
To: DME Petroleum Tenures
Cc: Carmichael David
Subject: Santos - PL 303 NT process - s31 deed to be submitted

Hi All,

A quick note to let you know that I have just been advised that Santos are going to use their executed s31 deed for the grant of PL 303 rather than the ILUA. This will mean a delay in the time in which the PL can be granted as once received, the s31 deed will need to be sent to the Minister for execution which can take up to 6 weeks. I advised Santos of this timeframe and said that if they gave me the ok to use the ILUA (I was waiting on permission from their Joint Venture to use this) I would be able to sign off on the NT process straight away without this potential 6 week delay.

The native title team in Adelaide understood this delay and stated that they would continue to proceed with the s31 process.

I thought I would advise of this decision given how Santos have been pushing from last year for the PL to be granted as soon as possible.

Kind regards,
Camille Kirby
Principal Project Officer (Petroleum)
Native Title Services | Mining and Petroleum Operations
Department of Natural Resources
Telephone: 07 3247 4665 | Mobile: | 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