

SUMMARY – PLUTO TRAIN 2 INFRASTRUCTURE AND DOMESTIC GAS DEED

TERM	SUMMARY
Title	Pluto Train 2 – Infrastructure and Domestic Gas Deed (Pluto T2 Deed)
Parties & date	<ul style="list-style-type: none"> • The Pluto T2 Deed was executed on 23 November 2021 by the Premier, for the State of Western Australia (State), and Woodside Burrup Train 2 A Pty Ltd (WBT2A) and Woodside Burrup Train 2 B Pty Ltd (WBT2B) (WBT2A and WBT2B being collectively, the T2JV Participants). • The Minister for State Development is responsible for the administration of the Pluto T2 Deed on behalf of the State.
Scope of the Pluto T2 Deed	<ul style="list-style-type: none"> • The Pluto T2 Deed records the T2JV Participants' commitments to the State to: <ul style="list-style-type: none"> – develop and operate domestic gas processing facilities (Domgas Facilities), which are to be constructed on the Pluto Site as part of the Pluto Train 2 Project; – to provide access to LNG processing services in accordance with the deed, as required by the Pluto Site Deed; – comply with local content obligations relating to regional and Western Australian industry participation, logistics and community development outcomes; and – provide specified information to Woodside Energy Limited (WEL).
Obligation to construct Domgas Facilities and construction reporting	<ul style="list-style-type: none"> • The T2JV Participants must complete and commission the Domgas Facilities with a design capacity of 225 terajoules per day. • On the date of the Pluto T2 Deed, the T2JV Participants intend that construction and commissioning of the Domgas Facilities will be completed on or before construction and commissioning of the LNG Facilities (Pluto Train 2). • The T2JV Participants must keep the Minister informed as to the progress of construction of the Domgas Facilities and the likely date of completion and commissioning of the Domgas Facilities and Pluto Train 2, including by providing reports once every three months. • The T2JV Participants must operate the Domgas Facilities in accordance with good industry practice and as otherwise required by the terms of any Future Service Arrangements.
LNG processing services to Future Resource Owners	<ul style="list-style-type: none"> • The T2JV Participants may only provide LNG processing services (whether directly and/or through arrangements to utilise the infrastructure and/or services of another LNG facility owner on the Pluto Site) to a Future Resource Owner that has a Domgas Commitment Agreement (DCA) in full force and effect with the State. The DCA will implement the State's prevailing domgas policy. • A Future Resource Owner includes the holder(s) of a petroleum title(s) who propose to enter into a Future Service Arrangement to process natural gas from such petroleum title(s) or any other person(s) approved by the State who seek to enter into a Future Service Arrangement. • A Future Service Arrangement is an agreement between the T2JV Participants and a Future Resource Owner for processing and associated services at the Pluto Site for LNG and/or domestic gas. • A DCA will be in full force and effect if all conditions precedent other than a final investment decision have been achieved. A compliance notice process will confirm that a DCA is in full force and effect. • The T2JV Participants must make available for entry into the Future Service Arrangements sufficient domestic gas processing capacity on reasonable commercial terms to Future Resource Owners to enable them to meet their domestic gas commitments, including by expanding or constructing new facilities, or procuring access to them.
WEL reporting	<ul style="list-style-type: none"> • The T2JV Participants will provide information to WEL to enable WEL to meet its reporting obligations to the State under the Pluto Site Deed, including, in respect to facilities which are owned or contracted by the T2JV Participants, information on LNG and domestic gas production and capacity at the Pluto Site on a total and gas project basis, and other relevant information on domestic gas infrastructure.
Industry participation, logistics and community development	<ul style="list-style-type: none"> • The T2JV Participants' commitments, and a summary of their plans, in respect of industry participation, logistics and community development are set out below.

<p>Confidentiality</p>	<ul style="list-style-type: none"> • The State may publish <ul style="list-style-type: none"> – a summary of the Pluto T2 Deed in a form reasonably agreed between the parties; – the terms of clause 5 of the Pluto T2 Deed (set out below); – the percentage submitted in the reports under clause 5.2(g), 5.2(h) and 5.3(b); – the summary reports referred to in clause 5.4(c)(2); – the executive summaries of the Community Development Plan, Logistics Plan and Industry Participation Plan (set out below); – a summary of the Domgas Facilities and any other domestic gas facilities on the Pluto Site which are owned or contracted by the T2JV Participants, including the capacity in those facilities made available to the T2JV Participants; – a summary of the LNG and domestic gas produced at the Pluto Site by or on behalf of the T2JV Participants; and – where the State considers it reasonable and appropriate, details of how any default or dispute in connection with the Pluto T2 Deed has been remedied or resolved or a cure plan has been implemented.
<p>Other matters</p>	<ul style="list-style-type: none"> • If a T2JV Participant assigns or otherwise disposes of its interest in the Pluto Train 2 Joint Venture, or Pluto Train 2, the Assignee will assume and be bound by the provisions of Pluto T2 Deed. • Disputes between the T2JV Participants and the State arising out of the Pluto T2 Deed will be referred to and settled by arbitration under the provisions of the <i>Commercial Arbitration Act 2012</i>. • The State makes no representation in the Pluto T2 Deed as to the validity or duration of any authorisations obtained or which may be required to be obtained for the Pluto Train 2 project.

¹The 2021 Pluto Site Deed amends and supplements the 2006 Pluto Domgas Arrangements with respect to the processing of gas sourced outside of the Pluto field and formalises reporting arrangements associated with LNG and domestic gas production at the Pluto Site. For a summary of the Pluto Site Deed see [For Public Release - summary of Pluto Site Deed.pdf \(www.wa.gov.au\)](http://www.wa.gov.au)

CLAUSE 5 OF PLUTO T2 DEED

5 Industry Participation and Community Development

5.1 Application of clause 5

- (a) This clause 5 commences on the date the T2JV Participants take an unconditional final investment decision to proceed with the Pluto Train 2 Project (as notified by the T2JV Participants to the State) and (unless otherwise agreed) continues until the end of the Operations and Decommissioning Phase (**Project Development Term**).
- (b) Notwithstanding clause 5.1(a), if at any time during the Project Development Term the T2JV Participants notify the State in writing that they have elected:
 - (1) not to proceed with the Pluto Train 2 Project, their obligations under this clause 5 will cease with immediate effect and the parties shall be discharged from all obligations or liabilities under this clause other than those arising prior to the date of termination; or
 - (2) to temporarily cease or suspend gas processing activities in connection with the Pluto Train 2 Project for a period likely to exceed 3 months, the T2JV Participants' obligations under this clause 5 will be suspended from the date of that notice until the date that the T2JV Participants recommence activities in respect of the Pluto Train 2 Project.
- (c) During any period of suspension under clause 5.1(b), the rights, obligations and liabilities of the parties under this clause shall be similarly suspended (other than those arising prior to the date of suspension).

5.2 Industry participation plan

In connection with the Pluto Train 2 Project, the T2JV Participants agree during the Project Development Term to:

- (a) ensure that Western Australian industry is given:
 - (1) full, fair and reasonable opportunity to supply goods and services to or in connection with the Pluto Train 2 Project (by reference to the definitions of those terms in Annexure B to this deed); and
 - (2) reasonable advance notice of goods and services that will be required for the Pluto Train 2 Project via a publicly available website that includes reasonable advance notice of proposed contracting requirements together with forthcoming tenders and expressions of interest,to facilitate, among other things, employment and skills development;
- (b) ensure that arrangements with contractors and subcontractors include obligations consistent with clause 5.2(a) above and mechanisms to enforce such obligations;
- (c) submit an Industry Participation Plan to the State on or before the Submission Date;
- (d) annually review the Industry Participation Plan, and following such review if required in the reasonable opinion of the T2JV Participants, update the Industry Participation Plan and provide the State with a copy of any such updated Industry Participation Plan;
- (e) if the T2JV Participants elect, replace the Industry Participation Plan and submit the new Industry Participation Plan to the State;

- (f) replace the Industry Participation Plan upon reasonable request by the State (if in the reasonable opinion of the State the then current Industry Participation Plan is not appropriate having regard to the nature and scale of the Pluto Train 2 Project), and provided that the request is made not less than five years after the plan was last replaced;
- (g) submit to the State a report at six monthly intervals during the Construction Phase with details of how the Industry Participation Plan has been implemented, which:
 - (1) highlights forthcoming major contracts and identifies the location of the bidders;
 - (2) identifies on an aggregate basis the number, nature and value (including by percentage of the total number and value) of contracts awarded to Pilbara and Gascoyne based, Western Australian based, Australian based and overseas headquartered companies in connection with the Pluto Train 2 Project; and
 - (3) provides a description of contracts let within the Pilbara and Gascoyne regions of Western Australia; and
- (h) report to the State on an annual basis during the Operations and Decommissioning Phase with the information referred to in clause 5.2(g) in relation to the Operations and Decommissioning Phase.

5.3 Project Logistics

- (a) The parties acknowledge the intentions of the T2JV Participants in relation to logistics for the Pluto Train 2 Project as set out in the Logistics Plan.
- (b) During the Project Development Term, the T2JV Participants will:
 - (1) implement the Logistics Plan; and
 - (2) report to the State six monthly during the Construction Phase and annually during the Operations and Decommissioning Phase on the T2JV Participants' implementation of the Logistics Plan including:
 - (A) in relation to the activities, services and facilities contemplated by the Logistics Plan, a summary of the activities undertaken and the main services and facilities used within the Pilbara and Gascoyne regions, within Western Australia and in total globally in the reporting period; and
 - (B) in relation to the logistics contemplated by the Logistics Plan, the T2JV Participants' genuine, good faith estimate of their gross expenditure in the reporting period within the Pilbara and Gascoyne regions, within Western Australia and in total globally, including expressed as a percentage per region of total global spend.
- (c) If the T2JV Participants propose to make any material change to the logistics for the Pluto Train 2 Project, the T2JV Participants will:
 - (1) promptly notify the State and consult with the State on the proposed change; and
 - (2) following such consultation, amend the Logistics Plan to accurately detail the logistics for the Pluto Train 2 Project and submit the updated Logistics Plan to the State.

5.4 Community development plan

- (a) In this deed, the term "**community and social benefits**" includes:

- (1) assistance with skills development and training opportunities to promote work readiness and employment for persons living in the Pilbara and Gascoyne regions of Western Australia;
 - (2) training and employment for indigenous and non-indigenous persons living in the Pilbara and Gascoyne regions of Western Australia;
 - (3) regional development activities in the Pilbara and Gascoyne regions of Western Australia, including partnerships and sponsorships;
 - (4) contribution to any community projects, town services or facilities; and
 - (5) a regionally based workforce.
- (b) The T2JV Participants acknowledge the need for community and social benefits flowing from the Pluto Train 2 Project as set out in the Community Development Plan.
- (c) During the Project Development Term, the T2JV Participants will:
- (1) implement the Community Development Plan; and
 - (2) report to the State at least annually during the Construction Phase and the Operations and Decommissioning Phase with details of how the Community Development Plan has been implemented and provide to the State a summary of each report in a form reasonably required by the State (which summary shall be published by or on behalf of the T2JV Participants on the Woodside Energy website or other website approved by the State).
- (d) Without limiting clause 5.4(e), at the request of any party made at any time and from time to time, the State and the T2JV Participants shall consult with each other as to any amendments desired to the Community Development Plan. If agreed between the parties acting reasonably following any such consultation the T2JV Participants shall amend the existing or submit a new Community Development Plan. Any such amended Community Development Plan or new Community Development Plan will be deemed to be the plan to be implemented under this clause.
- (e) The T2JV Participants will inform the State of any activities or changes to the Pluto Train 2 Project which may affect the Community Development Plan at least 3 months in advance of undertaking such activities or implementing such changes, or to the extent that the T2JV Participants cannot or are not able to provide the State with such prior information, as soon as reasonably practicable upon becoming aware of such activities or changes to the Train 2 Project, and will consult with local government authorities on any proposed potential changes to the Community Development Plan to address the impact of such activities or changes.

5.5 Change in law

- (a) The T2JV Participants acknowledge that nothing in this deed shall be taken to limit the rights of the State to enact legislation in substitution for, or modification of, in whole or in part, provisions of this deed (including clause 5.2).
- (b) If legislation referred to in clause 5.5(a) is enacted after the date of this deed and there is any ambiguity as to how the legislation is intended to interact with this deed, the parties must meet within 20 Business Days of a request from any party to discuss how the legislation impacts this deed.

5.6 Social and economic impact

- (a) The T2JV Participants will provide to the State current social and economic impact studies in respect of the Pluto Train 2 Project and its effect on those areas impacted by the Pluto Train 2 Project, including impacts on the Pilbara and Gascoyne regions no later than 60 days after the date the T2JV Participants take

an unconditional final investment decision to proceed with the Pluto Train 2 Project (as notified by the T2JV Participants to the State).

- (b) The T2JV Participants will use the studies contemplated under clause 5.6(a) to identify ways in which negative impacts of the Pluto Train 2 Project on those areas and communities can be mitigated, and positive impacts on those areas and communities maximised and report to the State in accordance with the requirements of the Community Development Plan.
- (c) The T2JV Participants will undertake a review of the social impact studies referred to in clause 5.6(a) once every three years during the Project Development Term.

5.7 WA industry capabilities

The T2JV Participants, or their representative, will on request from the State from time to time, meet with the State to discuss the competitiveness of Western Australian industries relevant to the Pluto Train 2 Project, having regard to the reports provided under clause 5.2.

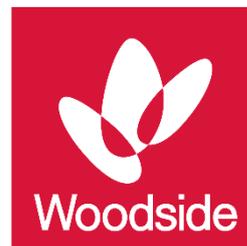
Key defined terms used in Clause 5 of the Pluto T2 Deed

Term	Meaning
Community Development Plan	a plan describing the T2JV Participants' proposed strategies for achieving community and social benefits in connection with the Pluto Train 2 Project which, at the date of this deed, is the plan attached as Annexure E to this deed, as updated in accordance with clause 5.4.
Construction Phase	the period of time commencing on the date on which an unconditional positive final investment decision is taken by the T2JV Participants in respect of the development of the Pluto Train 2 Project (as notified by the T2JV Participants to the State) and ending on the LNG Rundown Date.
Industry Participation Plan	<p>a plan describing the T2JV Participants' procurement, employment and skills development strategies which provide Western Australian and Australian businesses and labour full, fair and reasonable opportunity for work associated with the Pluto Train 2 Project, which is:</p> <ol style="list-style-type: none"> 1. supplied in the form of a Western Australian Addendum to the approved Australian Industry Participation (AIP) Plan provided in Annexure B to this deed; and 2. read in conjunction with the T2JV Participants' approved AIP Plan, contained in Annexure C to this deed, <p>as updated in accordance with clause 5.2.</p>
LNG Rundown Date	the date on which the first gas from the Scarborough Titles processed into LNG by the Pluto Train 2 Joint

	Venture reaches the LNG storage tanks at the Pluto Site, as notified to the State by the T2JV Participants.
Logistics Plan	a plan describing the T2JV Participants' logistics for the Pluto Train 2 Project which, at the date of this deed, is the plan attached as Annexure D to this deed, as updated in accordance with clause 5.3.
Operations and Decommissioning Phase	the period of time commencing on the date the Construction Phase ends and ending on the date that the T2JV Participants notify the State that they have completed permanent decommissioning activities in respect of Pluto Train 2.
Pluto Train 2 Project	the expansion of the Pluto Project via the construction of Pluto Train 2 and installation of associated Domgas Facilities.
Project Development Term	has the meaning given in clause 5.1(a).

Pluto Train 2 Addendum to the Australian Industry Participation Plan (AIPP)

Executive Summary

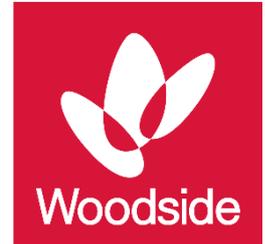


1. Woodside is proposing a brownfield expansion of the Pluto Liquefied Natural Gas (LNG) Plant through the construction of a second gas processing train, Pluto Train 2. By utilising existing infrastructure, Pluto Train 2 provides a clear pathway to the low-cost development of the Scarborough resources. Pluto Train 2 will increase LNG processing capacity by about 5 million tonnes per annum and increase domestic gas processing capacity to approximately 225 TJs/day.
2. The Pluto Train 2 Project is expected to generate a significant direct contribution to the Australian economy across the life of the project, including employment and contracting opportunities. The majority of these direct impacts will be realised in Western Australia.
3. Woodside, as operator of Pluto Train 2, is proud of the continued economic contribution it has made over 35 years to communities in Western Australia.
4. The Pluto Train 2 Industry Participation Plan builds on Woodside's strong track record of supporting and delivering local content benefits to the State in support of Woodside's ongoing development and operations in the City of Karratha in the Pilbara region of WA.
5. Pluto Train 2 activities undertaken by Woodside, where practicable, will ensure that full, fair and reasonable opportunity has been provided to Western Australian industry to bid for the supply of key goods or services.
6. Woodside, as Project Proponent and its direct Procurement Entities, will engage in advance of commencement of tendering activity of key goods and services with the Industry Capability Network WA (ICNWA) or an independent service provider to determine whether Australian and Western Australian capability and capacity exists for scopes of work of A\$1 million and greater.
7. Where ICNWA or an independent service provider confirms that Australian or Western Australian industry capability exists, Woodside, as Project Proponent and its direct Procurement Entities may advertise relevant scopes of work on an online advertisement platform (e.g. ICN Gateway or equivalent) seeking industry expressions of interest prior to commencing further vendor market engagement.
8. Woodside will raise awareness about opportunities for Australian and Western Australian entities to supply key goods and services for the project, including offering project briefings and updates to industry at appropriate times.
9. The construction and commissioning (construction phase) of the Pluto Train 2 Project will be executed through an engineering, procurement, construction (EPC) contractor. The EPC Contractor will be encouraged to undertake industry briefings on participation opportunities and contracting and procurement requirements.
10. Woodside and the EPC contractor will promote local employment by advertising employment opportunities to regionally-based workers and businesses and by providing long-term contracting lookaheads targeting local capacity and capability.

11. Reporting under the Industry Participation Plan will follow periodic review of activities and findings and be submitted to the State (Department of Jobs, Tourism, Science and Innovation) on a six-monthly basis during project construction and annually during the operations and decommissioning phase.

Pluto Train 2: Logistics Plan

Executive Summary



1. Woodside is proposing a brownfield expansion of the Pluto Liquefied Natural Gas (LNG) Plant through the construction of a second gas processing train, Pluto Train 2 which will utilise an infrastructure network across international facilities, the Perth Metropolitan area and the Pilbara regions to provide logistical support.
2. It is anticipated that infrastructure will variously include laydown support in the Burrup area and the Dampier Wharf Facilities (DWF) over the life of the project. The Pluto Train 2 Project will utilise infrastructure according to the most safe, reliable and commercially competitive option available in each phase of the project.
3. It is anticipated that during construction and commissioning, peak workforce requirements be approximately 2,500 people. To minimise impacts to existing services and facilities during this period, non-local Contractor employees and sub-contractors, will be accommodated in a short-term, temporary Construction Accommodation Village (CAV) located in Karratha.
4. Aviation and travel activities during construction, commissioning and operations will be supported by existing aviation infrastructure in Perth and Karratha. The aviation service will be supported by a pick-up and drop-off bus service that will operate from the Karratha airport, Burrup and the CAV site.
5. Supply vessels will be used to ship cargo throughout all phases of the project. Cargo originating from national and international manufacturers and vendors will be transported to DWF.

EXECUTIVE SUMMARY OF COMMUNITY DEVELOPMENT PLAN

Pluto Train 2: Community Development Plan

Executive Summary



1. Woodside is proposing a brownfield expansion of Pluto Liquefied Natural Gas (LNG) Plant through the construction of a second gas processing train, Pluto Train 2. By utilising existing infrastructure, Pluto Train 2 provides a clear pathway to the low-cost development of the Scarborough resources. Pluto Train 2 will increase LNG processing capacity by about 5 million tonnes per annum and increase domestic gas processing capacity to approximately 225 TJs/day.
2. Pluto Train 2 is expected to generate a significant direct contribution to the Australian economy across the life of the project, including employment and contracting opportunities. The majority of these direct impacts will be realised in Western Australia. Woodside, as operator of Pluto Train 2, is proud of the continued economic contribution it has made over 35 years to communities in Western Australia. The Pluto Train 2 Community Development Plan (CDP) builds on Woodside's strong track record of supporting and delivering community benefits to the State in support of Woodside's ongoing development and operations on the Burrup Peninsula.
3. Pluto Train 2 is expected to generate a significant direct contribution to the Western Australian economy:
 - A peak construction workforce of 3,200 jobs during the development of Scarborough and Pluto Train 2 and almost 600 jobs on average during operations¹.
 - Capital expenditure of A\$15.8 billion in Western Australia and over \$19 billion in total taxation payments estimated as a result of the proposed Scarborough and Pluto Train 2 project 2.
4. The construction and commissioning (construction phase) of the Pluto Train 2 Project will be executed through an engineering, procurement, construction (EPC) contractor. The EPC Contractor will work with Woodside in the delivery the Community Development Plan objectives during the construction phase.
5. The CDP addresses the following objectives will be informed by Woodside's responsibilities as operator of Pluto Train 2 including:
 - Skills Development and Training
 - Training and Employment - Indigenous and non-Indigenous
 - Regional Development
 - Community Projects
 - Regionally-based workforce.

¹ ACIL Allen economic impact assessment, June 2019.

² ACIL Allen economic impact assessment, June 2019.

6. To manage impacts on the local housing and short-term accommodation market on Karratha, and ensuring suitable accommodation is available for the construction workforce of the Pluto Train 2 Project, the Contractor will construct a temporary Construction Accommodation Village (CAV) for the construction workforce who reside outside the City of Karratha area. The CAV will be designed to accommodate up to 2,500 workers.
7. Woodside will work with Contractor to maximise local content and Indigenous participation outcomes through employment, training and business opportunities on the Pluto Train 2 Project. In addition, Pluto LNG has made significant contributions to the Pilbara community through:
 - a. Sponsorships and social investment including A\$34 million to heritage, cultural and arts projects in the region under the Pluto Conservation Agreement; and
 - b. New agreements with the Ngarluma Yindjibarndi Foundation Ltd and the Murujuga Aboriginal Corporation that build on existing long-term partnerships with these organisations and the communities they represent and support.
8. Pluto LNG has also contributed to the Karratha Infrastructure Strategy (KIS), which was designed to attract and retain a residential workforce in Karratha and to support the wider community. The KIS delivered nine community infrastructure projects focused on improving community health, recreation and education facilities. In total Pluto LNG has contributed \$2.7 million to improve the liveability of the City of Karratha through this project.
9. Woodside will continue to engage with the community to ensure the objectives of the CDP are achieved, and management plans are adapted over time. Woodside will report annually to the State (Department of Jobs, Tourism, Science and Innovation) on its community development activities and progress against this CDP.
10. Reporting under the CDP will follow periodic review of activities and findings and be submitted to the State on a six-monthly basis during project construction and on an annual basis once the project becomes operational.