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2021

THE STATE OF WESTERN AUSTRALIA

AND

**THE HONOURABLE MARK McGOWAN
MINISTER FOR STATE DEVELOPMENT**

AND

**WOODSIDE BURRUP PTY LTD
ABN 20 120 237 416**

DOMESTIC GAS COMMITMENT FOR THE PLUTO ACCELERATION PROJECT

State Solicitor's Office
David Malcolm Justice Centre
28 Barrack Street
PERTH WA 6000
Telephone: (08) 9264 1888

THIS AGREEMENT is made this 27 day of January 2021

BETWEEN

THE HONOURABLE MARK McGOWAN, BA, LLB, M.L.A., Premier of the State of Western Australia, acting for and on behalf of the said State and its instrumentalities from time to time ("**State**") of the first part

AND

THE HONOURABLE MARK McGOWAN, BA, LLB, M.L.A., the Minister for State Development, being the Minister in the Government of the said State for the time being responsible for the administration of the State Agreement ("**Minister**") of the second part

AND

WOODSIDE BURRUP PTY LTD ABN 20 120 237 416 of Mia Yellagonga, 11 Mount Street, Perth, Western Australia ("**WB**") of the third part

RECITALS

- A.** WB is the proponent of the Pluto Acceleration Project and in this capacity:
- (a) WB holds, either itself or through binding gas purchase arrangements with the other holders of the Identified Petroleum Title, legal title to all natural gas to be extracted from the Identified Petroleum Title for processing at the NWS Joint Venturers' onshore facilities as part of the Pluto Acceleration Project;
 - (b) WB holds, either itself or through its Affiliates, all rights to transportation and processing services in relation to the applicable infrastructure and Notified Infrastructure required in order for WB to process and transport such natural gas:
 - (i) to the NWS Joint Venturers' onshore facilities as part of the Pluto Acceleration Project; and
 - (ii) to meet its Fields Area Domgas Commitment; and
 - (c) WB has, on or about the Date of this Agreement, entered into a gas processing agreement (and associated lifting and allocation arrangements) with the NWS Joint Venturers for access to State Agreement Facilities for the processing of such natural gas to be extracted from the Identified Petroleum Title.
- B.** The NWS Joint Venturers are the "**Joint Venturers**" as defined in the State Agreement and as at the Date of this Agreement are Woodside, Shell, BHPB Petroleum, BP, Chevron and MIMI.
- C.** The Minister is the "**Minister**" as defined in the State Agreement and at the Date of this Agreement is the Honourable Mark McGowan in his capacity as the Minister for State Development.

- D.** WB wishes the NWS Joint Venturers to, as part of the overall project and in accordance with the State Agreement, utilise at the onshore facilities natural gas recovered from a well or wells within the Fields Area in the production for WB of:
- (a) natural gas for delivery and use in the said State; and
 - (b) 3 million tonnes of liquefied natural gas.
- E.** Pursuant to clause 9 of the State Agreement the NWS Joint Venturers have submitted additional proposals to undertake such utilisation.
- F.** Under the State Agreement such utilisation may only be undertaken if the Minister has first notified the NWS Joint Venturers that the Minister is satisfied that:
- (a) the holder of the Identified Petroleum Title has provided to the State the domestic gas commitment referred to in clause 9(2)(d)(i) of the State Agreement; and
 - (b) the proposed production of the liquefied natural gas from natural gas recovered from a well or wells within the Fields Area will not result in a breach by the NWS Joint Venturers of their State Agreement Domgas Commitment,
- and otherwise in accordance with proposals submitted and approved or determined under the State Agreement in accordance with clause 9 of the State Agreement.
- G.** In this Agreement WB provides to the State the domestic gas commitment required by clause 9(2)(d)(i) of the State Agreement in respect of the proposed utilisation at the onshore facilities by the NWS Joint Venturers of natural gas recovered from a well or wells within the Fields Area as referred to in recital D.

The Parties agree as follows:

1. DEFINITIONS

- (1) The following definitions apply unless the contrary intention appears:

Additional Domgas Commitment Agreement means the agreement titled Additional Domestic Gas Commitment (Including Pluto Acceleration Project Offset) to be entered into on or about the Date of this Agreement by the State, WB and Woodside.

Affiliate means in relation to an entity, any entity which Controls, or is Controlled by, or is under common Control with, that entity.

Agreement means this agreement, as amended, assigned or novated from time to time.

BHPB Petroleum means BHP Billiton Petroleum (North West Shelf) Pty. Ltd. ACN 004 514 489.

BP means BP Developments Australia Pty. Ltd. ACN 081 102 856.

Business Day means a day other than a Saturday, Sunday or public holiday in Western Australia.

Carry Over Quantity Additional Domgas Commitment means the portion of the 'Additional Domgas Commitment' which comprises the 'Carry Over Quantity' (as those terms are defined in the Additional Domgas Commitment Agreement), which

commitment is given by Woodside to the State pursuant to the Additional Domgas Commitment Agreement.

Chevron means Chevron Australia Pty Ltd ACN 086 197 757.

Condition Precedent and **Conditions Precedent** each have the meaning given in clause 3(1).

Control has the meaning given by clause 2(2) and **Controlled** has a corresponding meaning.

Date of this Agreement means the date of this Agreement, as noted on the first page.

Energy Value means in relation to a quantity of petroleum product the thermal energy value equivalent of that quantity in joules calculated in accordance with good industry practice.

Extended Term has the meaning given in clause 16(3).

Fields Area means at any time during the Term, the area comprising all of the areas then the subject of the Identified Petroleum Title and all of the areas then the subject of Petroleum Titles derived from the whole or any part of the Identified Petroleum Title.

Fields Area Domgas means natural gas for delivery and use in the said State produced by WB from natural gas recovered after the Relevant Date from a well or wells in the Fields Area, but it does not include:

- (a) natural gas for the operation of, or use in the operation of, the State Agreement Facilities or any Infrastructure;
- (b) natural gas sold or delivered or to be sold or delivered as the case may be to one or more third parties for the purpose of enabling such third party to meet its 'domgas commitment' to the State;
- (c) natural gas processed or delivered or to be processed or delivered as the case may be for sale, use or supply overseas or outside of Western Australia, whether or not as liquefied natural gas;
- (d) natural gas sold or delivered or to be sold or delivered as the case may be for the purpose of producing liquefied natural gas for sale, use or supply overseas or outside of Western Australia; and
- (e) natural gas sold or delivered or to be sold or delivered as the case may be to any Affiliate of any one or more of the Pluto Joint Venturers for any purpose referred to in paragraph (a), (b), (c) or (d) above,

and in the case of any ambiguity in the application of paragraphs (a) to (e) above to particular circumstances, natural gas agreed by the Parties in writing to comprise Fields Area Domgas for the purposes of this Agreement or to be excluded by one or more of those paragraphs from the definition of Fields Area Domgas.

Fields Area Domgas Commitment means WB's commitments as set out in clause 6 of this Agreement.

Fields Area Domgas Report means a report referred to in clause 6(2)(h).

Fields Area New Domgas means at any time after the Relevant Date, the quantity of Fields Area Domgas which has an Energy Value equal to the equivalent of at least the Relevant Percentage of the Energy Value of Production Capacity Approved Quantities, as reduced by the quantities of Fields Area Domgas delivered into the

domestic market of the said State in compliance with the Fields Area Domgas Commitment.

First Term means the period commencing on the Relevant Date and ending on 31 December 2025, as such period may be changed pursuant to clause 5.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Identified Petroleum Title means the Petroleum Title listed in the Schedule to this Agreement.

Infrastructure means all upstream and downstream plant, equipment, fixtures, facilities and machinery required by WB from time to time to extract, transport, process and deliver natural gas from a well or wells in the Fields Area to third parties for use in the said State, including any offshore and onshore pipelines and flowlines, processing plant and equipment, storage and handling facilities which are utilised as part of the Pluto Acceleration Project, and whether owned by or on behalf of WB or its Affiliates or any third party.

Initial Term means the First Term and subject to clause 16(2), the Second Term.

LNG Sales Contract means an agreement or arrangement between WB and one or more third parties for the use, supply or sale of liquefied natural gas produced from natural gas recovered from a well or wells in the Fields Area and processed through the onshore facilities, but does not include any agreement or arrangement where the third party counterparty is a liquefied natural gas marketing company within WB's corporate group except to the extent such liquefied natural gas marketing company has entered into a use, supply or sale commitment with a third party customer in respect of such liquefied natural gas.

Make Good and Final Cargo Extension Notification means a written notice given by the NWS Joint Venturers to the Minister during the 12 month period prior to the expiry of the Initial Term:

- (a) in accordance with:
 - (i) the additional proposals referred to in clause 3(1)(a); or
 - (ii) the additional proposals referred to in clause 3(1)(a) as substituted, modified or supplemented by any subsequent additional proposals submitted by the NWS Joint Venturers under clause 9 of the State Agreement and approved or determined in accordance with the State Agreement, which relate (in whole or part) to the use of the NWS Joint Venturers' onshore facilities to produce liquefied natural gas from natural gas recovered from a well or wells in the Fields Area; and
- (b) consistent with this Agreement and relevant statutory approvals,

to extend the Term by a period of up to 48 months to process the Make Good and Final Cargo Quantities.

Make Good and Final Cargo Quantities means quantities of liquefied natural gas, forming part of the Production Capacity Approved Quantities, that:

- (a) WB is contractually entitled to receive under its gas processing arrangements with the NWS Joint Venturers, but the NWS Joint Venturers were unable to process for WB through the onshore facilities during the First Term due to interruptions in or curtailments of processing services, which accrue as “Make Good Quantities” under the gas processing arrangements; or
- (b) the NWS Joint Venturers are required to process under the gas processing arrangements to ensure the final cargo of liquefied natural gas to be processed through the onshore facilities and taken by WB is a full cargo.

MIMI means Japan Australia LNG (MIMI) Pty. Ltd. ACN 006 303 180.

Notified Infrastructure means the Infrastructure identified in Annexure 1, which at the Date of this Agreement comprises all Infrastructure to the extent that such Infrastructure is required by WB to meet the Fields Area Domgas Commitment, as updated from time to time in accordance with clause 5(2).

Operational means that the relevant Infrastructure is in operation and producing natural gas for delivery and use in the said State (subject to interruptions in operation due to planned maintenance and outages from unplanned breakdowns).

Party means a party to this Agreement and **Parties** means the Parties to this Agreement.

Petroleum Titles means exploration permits, production licences, retention leases or other petroleum rights issued or held under any of the *Petroleum and Geothermal Energy Resources Act 1967* (WA), the *Petroleum (Submerged Lands) Act 1982* (WA) or the *Offshore Petroleum and Greenhouse Gas Storage Act 2006* (Cth).

Pluto Acceleration Project means the project to extract petroleum from the Identified Petroleum Title, utilise Infrastructure and obtain processing services as described in Recitals A and D.

Pluto Joint Venturers means WB, Kansai Electric Power Australia Pty Ltd ABN 32 126 720 732 and Tokyo Gas Pluto Pty Ltd ABN 23 126 462 744.

Production Capacity Approved Quantities means the quantities of liquefied natural gas which the Minister has, pursuant to clause 5 of this Agreement, approved to be produced for WB by processing at the onshore facilities after the Relevant Date as may be changed from time to time pursuant to clause 5(4) or clause 5(6).

Production Reserve Reduction Notification means a written notice given by the NWS Joint Venturers to the Minister on or after the Relevant Date in accordance with:

- (a) the additional proposals referred to in clause 3(1)(a); or
- (b) the additional proposals referred to in clause 3(1)(a) as substituted, modified or supplemented by any subsequent additional proposals submitted by the NWS Joint Venturers under clause 9 of the State Agreement and approved or determined in accordance with the State Agreement which relate (in whole or part) to the use of the NWS Joint Venturers’ onshore facilities to produce liquefied natural gas from natural gas recovered from a well or wells in the Fields Area,

nominating a lower quantity of liquefied natural gas to be produced for WB by the processing at the NWS Joint Venturers' onshore facilities of natural gas recovered

from a well or wells in the Fields Area as a result of a reassessment of gas reserves within the Fields Area.

Relevant Date means the date on which all Conditions Precedent have been waived or satisfied in accordance with this Agreement.

Relevant Percentage means:

- (a) subject to paragraph (b), 15%; or
- (b) such lesser percentage as the Minister may approve in accordance with clause 6(4).

said State means the State of Western Australia.

Second Term has the meaning given in clause 16(2).

Shell means Shell Australia Pty Ltd ACN 009 663 576.

State Agreement means the agreement dated 27 November 1979 ratified by the *North West Gas Development (Woodside) Agreement Act 1979*, as varied from time to time.

State Agreement Domgas Commitment has the meaning given to the term 'Domgas Commitment' in clause 46A(1) of the State Agreement, as that commitment exists at the Variation Date.

State Agreement Facilities has the meaning given to the term 'Joint Venturers Facilities' in clause 46A(1) of the State Agreement.

Term means the Initial Term and, subject to clause 16(3), the Extended Term.

Woodside means Woodside Energy Ltd ACN 005 482 986.

- (2) Other terms defined in the State Agreement and used in this Agreement shall have the meaning given to them in the State Agreement.

2. INTERPRETATION

- (1) In this Agreement, unless the context otherwise requires:
 - (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Agreement or of any provision contained in this Agreement;
 - (b) words expressed in the singular include the plural and vice versa;
 - (c) words expressed in one gender include the other genders;
 - (d) a reference to a person includes:
 - (i) reference to a natural person, firm, any company, partnership, joint venture, association, corporation or other body corporate or Governmental Agency; and
 - (ii) reference to the successors and permitted assigns of any of the entities referred to in subclause (i);
 - (e) a reference to any thing (including any amount) includes a part of that thing but is not to be taken as implying that performance of part of an obligation is the performance of the whole;

- (f) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to this Agreement;
 - (g) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
 - (h) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
 - (i) no rules of construction apply to the disadvantage of a Party because that Party was responsible for the drafting of this Agreement or of any of the provisions of this Agreement;
 - (j) a reference to a statute, code, regulation, order, ordinance, by-law or other legislation or subordinated or delegated legislation or provision of it includes any amendment, substitution, re-enactment or consolidation of it;
 - (k) a reference to a statute includes every regulation, order, ordinance, by law, subordinated or delegated legislation and proclamation made or issued under that statute;
 - (l) where a word or phrase is given a defined meaning in this Agreement, any part of speech or other grammatical form of that word or phrase has a corresponding meaning;
 - (m) a reference to any document, instrument or agreement, including this Agreement, includes a reference to that document, instrument or agreement as amended, assigned, novated, supplemented, varied or replaced from time to time;
 - (n) "including" means "including, but not limited to"; and
 - (o) a reference to "Infrastructure" or "Notified Infrastructure" within this Agreement will, for the avoidance of doubt, not extend to asset ownership of such Infrastructure or Notified Infrastructure (as the case may be) if contractual rights exist for the use of such Infrastructure or Notified Infrastructure and those contractual rights are being utilised by WB in the performance of its obligations under this Agreement.
- (2) An entity Controls another entity if:
- (a) where the second-named entity has a share capital, the first-named entity (alone or with one or more Affiliates) has the power to vote in relation to at least 50% of the shares in the second-named entity at a meeting to approve the appointment or removal of a director;
 - (b) where the second-named entity does not have a share capital, the first-named entity (alone or with one or more Affiliates) has the power to appoint or remove a majority of the persons who make or participate in making decisions of the second-named entity that affect the whole or a substantial part of the second-named entity's business or financial affairs that significantly affect its financial standing; or
 - (c) where the first-named entity (alone or with one or more Affiliates) has the power to control the composition of the board or groups of persons who together can make the decisions described in paragraph (b) above.

3. **CONDITION PRECEDENT**

- (1) This Agreement (other than clauses 1, 2, 3, 4, 5(1), 5(2), 8, 9, 10, 12, 13, 14, 18, 19 and 20) is not binding on the Parties and is of no force or effect until the following conditions have been satisfied:
 - (a) the Minister notifies WB that the additional proposals to be submitted by the NWS Joint Venturers in accordance with clause 9 of the State Agreement:
 - (i) to produce for WB 3 million tonnes of liquefied natural gas by processing at the onshore facilities natural gas recovered from a well or wells in the Fields Area, as the Fields Area exists at the Relevant Date, during the First Term; and
 - (ii) to the extent that Make Good and Final Cargo Quantities may accrue under the NWS Joint Venturer's arrangements with WB, to extend the First Term by a period of up to 48 months to process Make Good and Final Cargo Quantities, by giving the Minister a Make Good and Final Cargo Extension Notice,

have been obtained, approved or determined in accordance with the State Agreement; and
 - (b) WB notifies the Minister that WB has taken an unconditional final investment decision in respect of the Pluto Acceleration Project,

(each a "**Condition Precedent**" and together the "**Conditions Precedent**"). Each of the notifications referred to in this clause 3(1) must be given within 5 Business Days after the relevant approval, decision or event is given, taken or occurs.
- (2) The Conditions Precedent are for the benefit of the State, the Minister and WB and may only be waived by written agreement between the Parties.
- (3) If the Conditions Precedent are not satisfied or waived on or before 30 April 2021 or such later date as the Parties may agree in writing, then:
 - (a) WB or the Minister may, by giving notice to the other in writing terminate this Agreement; and
 - (b) following termination, the Parties' rights and obligations to each other are discharged except for the enforcement of any right or claim which has arisen under the clauses referred to in clause 3(1).
- (4) Subject to clause 3(3)(b), no Party will be liable for any loss or claim brought against, incurred or suffered by, any other Party in connection with or arising out of the termination of this Agreement under clause 3(3).

4. **REPRESENTATIONS AND WARRANTIES**

- (1) WB represents and warrants that at the Date of this Agreement and at the Relevant Date:
 - (a) WB has entered into a gas purchase agreement with the other holders of the Identified Petroleum Title in respect of natural gas to be extracted from the Identified Petroleum Title; and
 - (b) the quantity of natural gas to be purchased pursuant to such arrangement will, when combined with WB's share of natural gas to be extracted from the Identified Petroleum Title, be sufficient to enable WB to process such natural gas at the onshore facilities to produce 3 million tonnes of liquefied natural gas and meet WB's Fields Area Domgas Commitment.

- (2) WB must, to the extent it is within WB's reasonable control, do everything reasonably required to maintain the gas purchase agreement referred to in clause 4(1)(a) above (or any replacement arrangement) in full force and effect, to ensure WB is able to meet its Fields Area Domgas Commitment.

5. WB NATURAL GAS PROCESSING ARRANGEMENTS

- (1) Within 30 days of the Date of this Agreement, if it has not already done so, WB shall provide the Minister with a summary of:
 - (a) the gas processing (and associated lifting and allocation) arrangements with the NWS Joint Venturers for the Term, for the processing of natural gas to be recovered from a well or wells in the Fields Area through the onshore facilities, for the purpose of producing liquefied natural gas and Fields Area Domgas;
 - (b) the gas purchase arrangements with the other holders of the Identified Petroleum Title in respect of natural gas to be extracted from the Identified Petroleum Title for processing at the NWS Joint Venturers' onshore facilities as part of the Pluto Acceleration Project;
 - (c) the gas processing arrangements with Affiliates of Woodside and WB who are the owners of certain processing facilities within the Pluto site; and
 - (d) the commercial arrangements with the proponent of the interconnector pipeline for the use of the interconnector pipeline facilities to transport gas for processing at the NWS Joint Venturers' onshore facilities as part of the Pluto Acceleration Project,

and shall provide the Minister with an update to this summary within 30 days of any material change to those arrangements.

- (2) WB must, prior to the Relevant Date, notify the State of any change or proposed change to the Notified Infrastructure and when requested by the Minister, consult with the Minister in relation to the change or proposed change. The notice referred to in this clause 5(2) must:
 - (a) include a high level description of the change or proposed change to the Notified Infrastructure;
 - (b) outline the reasons for the change or proposed change to the Notified Infrastructure; and
 - (c) demonstrate how the Notified Infrastructure (as modified) will be sufficient to enable WB to meet the Fields Area Domgas Commitment.
- (3) With effect on the Relevant Date, the Minister approves the use by WB of the onshore facilities to produce 3 million tonnes of liquefied natural gas from natural gas recovered from a well or wells in the Fields Area, as the Fields Area exists at the Relevant Date, during the Initial Term.
- (4) WB may request of the Minister a change in any Production Capacity Approved Quantity approved pursuant to this clause 5 (including a corresponding change of the First Term if applicable) and WB will consult with the Minister in relation to any request under this subclause (4) and will provide to the Minister all information necessary to enable the Minister to evaluate the request.

- (5) In considering any request to approve a change in any Production Capacity Approved Quantity pursuant to subclause (4), the Minister may have regard to:
- (a) whether WB is in compliance with the Fields Area Domgas Commitment at the relevant time;
 - (b) any changes to the assumptions which underpinned the Production Capacity Approved Quantity the subject of the request (including a corresponding change in the First Term or Second Term if applicable);
 - (c) any changes to the Pluto Acceleration Project which are likely to affect the quantity of liquefied natural gas to be produced from natural gas recovered from a well or wells in the Fields Area over the remaining term of this Agreement; and
 - (d) any other matter the Minister considers appropriate,

provided always that the Minister shall not be required to consider a request to change any Production Capacity Approved Quantity pursuant to subclause (4) until such time as the NWS Joint Venturers submit corresponding additional proposals pursuant to clause 9 of the NWS State Agreement.

- (6) Notwithstanding subclause (5), WB may at any time it is in compliance with the Fields Area Domgas Commitment request the Minister to reduce any Production Capacity Approved Quantity (including a corresponding reduction of the First Term or Second Term if applicable) if WB can demonstrate:
- (a) the decrease is due to reassessment of gas reserves within the Fields Area; or
 - (b) WB has made a corresponding request to the NWS Joint Venturers under the gas processing arrangements referred to in clause 5(1)(a) to relinquish quantities in the period between 1 January 2024 and 31 December 2025, which the NWS Joint Venturers are required to accept, pursuant to the terms of such arrangement, where such a request can only be made once during the Term,

and if the proposed reduction:

- (c) does not impact upon the NWS Joint Venturers' gas processing infrastructure-related commitments and requirements under additional proposals approved or determined under the State Agreement, the Minister shall approve the request and such approval shall take effect on the date of receipt by the Minister of a corresponding Production Reserve Reduction Notification as an approval under subclause (4); or
 - (d) does impact upon the NWS Joint Venturers' gas processing infrastructure-related commitments and/or requirements under additional proposals approved or determined under the State Agreement, the Minister shall approve the request and such approval shall take effect on the date of approval of the requisite corresponding additional proposal submitted under clause 9 of the State Agreement by the NWS Joint Venturers as an approval under subclause (4).
- (7) Notwithstanding anything contained in or anything done under or pursuant to this clause 5, it is agreed by the Parties that the Fields Area Domgas Commitment is not intended to exceed the equivalent of the Relevant Percentage of the Energy Value of liquefied natural gas produced by WB from natural gas recovered from a well or wells in the Fields Area during the term of this Agreement as assessed at the completion of the Pluto Acceleration Project.

6. FIELDS AREA DOMGAS COMMITMENT

- (1) WB shall market and make available Fields Area Domgas in accordance with this clause. The Fields Area Domgas Commitment shall commence on the Relevant Date and will continue for the Term or until there is no longer an outstanding Fields Area Domgas Commitment.
- (2) As part of its Fields Area Domgas Commitment WB must:

Marketing obligations

- (a) actively and diligently undertake ongoing marketing (whether collectively or otherwise) of Fields Area New Domgas for sale to a range of buyers in the said State with a view to achieving a reasonably stable and regular supply profile for Fields Area Domgas which reflects:
 - (i) the Fields Area Domgas planned supply profile identified in Annexure 2 to this Agreement, which identifies WB's proposed supply profile for the First Term as at the Date of this Agreement, having regard to the Fields Area Domgas Commitment and its existing supply agreements; or
 - (ii) such other Fields Area Domgas planned supply profile as the Minister may request, and subsequently approve, from time to time, including where there has been a reduction in the Production Capacity Approved Quantities (including a corresponding reduction of the First Term if applicable) which the Minister has, pursuant to clause 5 of this Agreement, approved to be processed through the onshore facilities, or the Term has been extended in accordance with clause 16,

at the relevant time, and avoiding any unreasonable accumulation of Fields Area New Domgas (for the avoidance of doubt the Fields Area Domgas planned supply profile will guide the rate at which WB must market Fields Area New Domgas and is not intended to set out a supply profile obligation);

- (b) discharge its ongoing marketing obligations (as specified in paragraph (a)) in good faith, actively and diligently (exercising the degree of skill, prudence and foresight which would reasonably be exercised by a skilled and experienced person engaged in the same type of undertaking) including, without limitation, through employing staff to market Fields Area Domgas, engaging regularly with potential buyers of Fields Area Domgas in the said State and assessing demand for Fields Area Domgas through activities such as market research and discussions with potential buyers;
- (c) negotiate in good faith with any bona fide purchaser of Fields Area New Domgas as to the price and terms of supply of Fields Area New Domgas available for sale;

Access and Maintenance Obligations

- (d) apply, or procure the application (including through an ongoing contractual right to natural gas processing services) as the case may be of, available proven technology in developing, or obtaining access as the case may be, to Notified Infrastructure and any other Infrastructure (if applicable) to the extent that such Infrastructure is required from time to time for the purpose of WB meeting the Fields Area Domgas Commitment and regardless of whether or not this may require the refurbishment of existing facilities or the construction of new facilities;

- (e) subject to subclause (12) of this clause, maintain, or procure the maintenance as the case may be of, Notified Infrastructure and any other Infrastructure (if applicable) to the extent that such Infrastructure is required from time to time in an Operational state for the times and to the extent necessary to meet the Fields Area Domgas Commitment during the currency of this Agreement (including as extended from time to time) after the Relevant Date;
- (f) maintain, or procure the maintenance (including through an ongoing contractual right to natural gas processing services) as the case may be of, access to sufficient capacity in the Notified Infrastructure and any other Infrastructure (if applicable) to the extent that such Infrastructure is required from time to time to enable WB to meet the Fields Area Domgas Commitment in accordance with good industry practice (exercising the degree of skill, prudence and foresight which would reasonably be exercised by a skilled and experienced person engaged in the same type of practice) in order to ensure the production and delivery of Fields Area Domgas to the domestic market in the said State in compliance with the Fields Area Domgas Commitment;

Reservation of Fields Area natural gas

- (g) reserve or procure the reservation (as the case may be) of, a quantity of natural gas to be recovered from a well or wells within the Fields Area which is capable of commercial development and sufficient for WB to meet the Fields Area Domgas Commitment; and

Provision of Fields Area Domgas Reports

- (h) subject to the following proviso, prepare and submit to the Minister on an annual and confidential basis, by 31 March of each year, a report ("**Fields Area Domgas Report**") in a form reasonably required by the Minister from time to time which demonstrates how WB has complied with the Fields Area Domgas Commitment in relation to the Pluto Acceleration Project during the previous calendar year (or, in the case of the first report, during the period commencing on the Date of this Agreement and ending on the last day of the calendar year ("**Reporting Period**") and contains:
 - (i) in relation to liquefied natural gas sold or supplied during the Reporting Period (and in the case of the first report including liquefied natural gas sold prior to the Relevant Date), information about the date of the relevant sale or supply contracts, the quantities of liquefied natural gas sold or supplied under such contracts and the dates of sale or supply;
 - (ii) in relation to Fields Area Domgas sold or delivered during the previous Reporting Period (and in the case of the first report including Fields Area Domgas sold (but not produced) prior to the Relevant Date) into the domestic market of the said State in compliance with the Fields Area Domgas Commitment, information about the date of the relevant sale or delivery contracts, the quantities of Fields Area Domgas so sold or delivered under such contracts and the dates of sale or delivery;
 - (iii) in relation to Make Good and Final Cargo Quantities accrued and delivered during the previous Reporting Period, information about the Make Good and Final Cargo Quantities so accrued and delivered, as reconciled against Make Good and Final Cargo Quantities accrued in previous Reporting Periods;
 - (iv) a report which identifies, as against the information provided in respect of the Notified Infrastructure (including pursuant to clause 5(2), if

applicable), the Infrastructure to the extent that such Infrastructure is being utilised to meet WB's Fields Area Domgas Commitment;

- (v) information demonstrating that the Notified Infrastructure and any other Infrastructure (if applicable) to the extent that such Infrastructure is required from time to time to enable WB to meet the Fields Area Domgas Commitment was maintained in an Operational state during the Reporting Period and detailed information on WB's strategies for maintaining, or procuring the maintenance of, as the case may be, such applicable Infrastructure in an Operational state, including, information demonstrating the capacity in such Notified Infrastructure and any other Infrastructure to the extent that such Infrastructure is required from time to time which was available to WB during the Reporting Period and the capacity in such Infrastructure that will be available to WB in the next Reporting Period; and
- (vi) information demonstrating that WB has complied with its marketing obligations in clauses 6(2)(a), (b) and (c) and reservation of natural gas obligation in clause 6(2)(g) during the Reporting Period and will continue to comply with such obligations during the Term,

where WB must ensure the information in the report is accurate and complete, and when required by the Minister consult with the Minister in regard to any report or reports submitted under this paragraph (h).

- (3) The Minister may at any time appoint at the cost of WB (subject to an agreed budget) an agreed person (who is both independent of the State and WB and does not have a conflict of interest with other companies involved in the domestic market in the said State) to advise the Minister on the extent to which WB has performed the obligations under subclause (2) of this clause. WB will provide all information (if appropriate on a confidential basis) that such person may require, including indicative prices, quantities and qualities of Fields Area Domgas and technical information relating to the operation of relevant facilities.
- (4) The Minister may at the request from time to time of WB approve a lesser percentage than 15% as the Relevant Percentage:
 - (a) if the Minister is satisfied:
 - (i) that the domestic gas market in the said State is adequately supplied with natural gas taking in to consideration gas supply projects (as part of which natural gas for delivery and use in the said State will be produced) already developed or in respect of which the developers thereof have made a financial investment decision to proceed with the project and the State's then forecasts of future requirements for the delivery and use of natural gas in the said State; and
 - (ii) WB has been meeting the Fields Area Domgas Commitment; or
 - (b) for any other reason acceptable to the Minister if the Minister is satisfied that WB has been meeting the Fields Area Domgas Commitment.
- (5) The obligations of WB under subclause (2)(a), (b), (c) and (h) of this clause shall be a separate and individual obligation of WB in proportion to the respective percentage ownership interest held by WB in the Pluto Acceleration Project.
- (6) The provisions of clause 11 shall not apply to subclause (2)(a), (b), (c), (g) and (h) of this clause.

- (7) If the Minister considers that WB (the "affected Person") has defaulted in the due performance and observance of the Fields Area Domgas Commitment and such default is not remedied within a period of 180 days after notice is given by the Minister, or if the default is referred to arbitration then within the period mentioned in subclause (9) of this clause, the Minister may by notice to the affected Person suspend (such suspension to take effect upon the giving of the notice in accordance with clause 9) all or any part of the Production Capacity Approved Quantities in respect of liquefied natural gas which at the date of such notice has not been committed to be supplied or sold under a LNG Sales Contract that has already been entered into and is unconditional as at the date of the notice, to the intent that until the suspension is lifted as referred to in subclause (10) of this clause, the affected Person may not itself or through any other person enter into any arrangements for the use, supply or sale of liquefied natural gas (being liquefied natural gas to be produced from the processing at the NWS Joint Venturers' onshore facilities of natural gas recovered from a well or wells in the Fields Area).
- (8) The notice to be given by the Minister in terms of subclause (7) of this clause shall specify the nature of the default so entitling the Minister to, if not remedied, exercise the right to suspend the Production Capacity Approved Quantities as referred to in subclause (7) of this clause.
- (9) The affected Person shall comply with any arbitration award within a reasonable time to be fixed by the arbitration award provided that if the question is decided against them and the arbitrator finds that there was a bona fide dispute and they were not dilatory in pursuing the arbitration, the time for compliance with the arbitration award shall not be less than 90 days from the date of such award.
- (10) Where there has been a suspension under subclause (7) of this clause, the Minister will lift the suspension when the Minister is satisfied that the affected Person has remedied the default or implemented a cure plan acceptable to the Minister to remedy the default.
- (11) If the affected Person contests the alleged default referred to in subclause (7) of this clause or the Minister's decision under subclause (10) of this clause it shall within 30 days after notice is given by the Minister as provided in subclause (8) or subclause (10) of this clause refer the matter to arbitration.
- (12) (a) In the event that WB is in compliance with its obligations under subclause (2) of this clause, and will have no contracted gas to be supplied, WB may give to the Minister not less than 6 months' notice of its intention or of the owner of the relevant Notified Infrastructure or other Infrastructure (if applicable) (to the extent that such Infrastructure is being utilised to meet the Fields Area Domgas Commitment) to place such Infrastructure on a non-Operational status. If the Minister considers that the decision to place such (applicable) Infrastructure on a non-Operational status would result in WB being unable to meet the Fields Area Domgas Commitment, the Minister will so advise WB within one month after receiving WB's notice. The Minister may then appoint an agreed person in accordance with subclause (3) of this clause in which case WB shall continue to maintain or procure the maintenance of such (applicable) Infrastructure until the agreed person has reported and is of the view that WB is in compliance with its obligations under subclause (2) of this clause and will have no contracted gas to be supplied and hence the (applicable) Infrastructure can be placed on a non-Operational status.
- (b) The Minister will inform WB of the agreed person's view within two weeks of receiving the agreed person's report and the agreed person's view will prevail at that time. If the State or WB dispute the view of the agreed person

that Party may refer the dispute to arbitration pursuant to clause 12. Nothing in this subclause (12) shall relieve WB from its obligations under subclause (2)(a), (b), (c), (g) and (h) of this clause.

- (c) For the avoidance of doubt, clause 6(12) does not prohibit WB from placing part of the Notified Infrastructure or other (applicable) Infrastructure on a non-Operational status as may be required from time to time in accordance with this clause 6(12).

7. FIELDS AREA DOMGAS COMMITMENT OFFSET

- (1) On and from the Relevant Date, the State approves the Carry Over Quantity Additional Domgas Commitment as a domgas offset commitment for the purpose of this Agreement with such commitment, if applicable, to commence on the expiry of the First Term. On and from the expiry of the First Term and throughout the Term of this Agreement, the obligations and liabilities of WB and Woodside regarding the Fields Area Domgas Commitment and the Additional Domgas Commitment (respectively) will be determined subject to, and where applicable, in accordance with, the Additional Domgas Commitment Agreement.
- (2) Without limiting subclause (1), WB ("offset party") may make a request of the Minister to offset all or part of the Fields Area Domgas Commitment by offering commitments in respect of natural gas or other energy sources and capacity from alternative sources and facilities. Consideration of any such request will be at the discretion of the State.
- (3) The Minister may, in response to a request from the offset party, request that the offset party submit a detailed application for the offset commitments for the State's approval, which must provide sufficient details of the proposed offset commitment.
- (4) Consideration of a subclause (2) request or a subclause (3) application will be at the absolute discretion of the State.
- (5) The State may approve a proposed domgas offset commitment in its absolute discretion and subject to any terms and conditions that the State thinks fit, including a requirement to vary this Agreement.
- (6) If the offset party accepts, by notice to the Minister, the terms and conditions (if any) of the State's approved domgas offset commitment:
 - (a) the offset party must do, and procure, everything necessary to implement the approved domgas offset commitment; and
 - (b) once the offset party has implemented the approved domgas offset commitment, except to the extent provided otherwise in the approved domgas offset commitment, the Fields Area Domgas Commitment of the offset party will be reduced on a pro rata basis to the extent the approved offset commitment has been implemented, in accordance with the terms and conditions of the approved domgas offset commitment.

8. ASSIGNMENT

- (1) Subject to the provisions of this clause WB may at any time with the consent of the Minister (such consent not to be unreasonably withheld or delayed) assign or dispose of to any person the whole or any part of its rights hereunder and of its obligations hereunder, subject however, in the case of an assignment or disposition to an assignee or donee (as the case may be), to:
 - (a) WB in conjunction with such assignment or disposition, transferring or assigning its corresponding interest in:
 - (i) the joint operating agreement between the Pluto Joint Venturers in relation to the Identified Petroleum Title;
 - (ii) the following agreements:
 - (A) any binding gas purchase arrangements with the other holders of the Identified Petroleum Title in respect of natural gas to be extracted from the Identified Petroleum Title for processing at the State Agreement Facilities as part of the Pluto Acceleration Project; and
 - (B) any other agreement in connection with the Pluto Acceleration Project which establishes or governs rights of WB to pursue and carry on the Pluto Acceleration Project; and
 - (iii) the Notified Infrastructure or, its rights to access such Notified Infrastructure or any other Infrastructure (to the extent that such Infrastructure is being utilised to meet the Fields Area Domgas Commitment) required from time to time, including:
 - (A) any gas processing (and associated lifting and allocation) arrangements with the NWS Joint Venturers for access to State Agreement Facilities for the processing of such natural gas to be extracted from the Identified Petroleum Title; and
 - (B) all rights to transportation and processing services in relation to the applicable Infrastructure and Notified Infrastructure required in order for WB to process and transport such natural gas to the State Agreement Facilities as part of the Pluto Acceleration Project and to meet the Fields Area Domgas Commitment,
 - (b) the assignee or donee being or becoming (as applicable) a registered holder of the Identified Petroleum Title; and
 - (c) WB procuring the assignee or donee to execute in favour of the State (unless the Minister otherwise determines) a deed of covenant in a form to be approved by the Minister to comply with, observe and perform the provisions hereof on the part of WB to be complied with, observed or performed in regard to the matter or matters the subject of such assignment or disposition, where such deed of covenant shall include a release in favour of WB from the due and punctual performance and observance of all of the covenants and agreements on its part contained in this Agreement if the Minister considers such release will not be contrary to the interests and objectives of the State.
- (2) WB must not assign, transfer or dispose of, or consent to the assignment, transfer or disposal of, an interest in any of the agreements referred to in clause 8(1)(a), or the Identified Petroleum Title, without assigning, or ensuring the assignment of, a

corresponding interest in WB's rights and obligations under this Agreement (in accordance with clause 8(1)) to the same assignee, transferee or donee.

9. NOTICES

(1) Any notice, consent or other writing authorised or required by this Agreement to be given or sent by the Minister or State (as the case may be) to WB will be deemed to have been duly given or sent if signed by the Minister or Premier (as the case may be) or by any senior officer of the Public Service of the State acting by the direction of the Minister or Premier (as the case may be) and forwarded by prepaid post or handed or emailed to WB at its address identified in paragraph (2) below, and by WB to the Minister or State (as the case may be) if signed on its behalf by any person or persons authorised by WB, as notified to the Minister from time to time and forwarded by prepaid post or handed or emailed to the Minister or Premier (as the case may be) at the address identified in paragraph (2) below and except in the case of personal service and email (which will be deemed to have been duly given or sent on the day it was served or emailed), any such notice, consent or writing shall be deemed to have been duly given or sent on the day on which it would be delivered in the ordinary course of post.

(2) The address for any notice, consent or other writing under clause 9(1) for each Party is:

(a) State

Attention: Richard Sellers, Director General of the department of the Minister for State Development (currently the Department of Jobs, Tourism, Science and Innovation)

Address: Level 11, 1 William Street, Perth, Western Australia 6000

Email: richard.sellers@jtsi.wa.gov.au

with a copy to: WADomesticGasPolicy@jtsi.wa.gov.au

(b) Minister

Attention: Richard Sellers, Director General of the department of the Minister for State Development (currently the Department of Jobs, Tourism, Science and Innovation)

Address: Level 11, 1 William Street, Perth, Western Australia 6000

Email: richard.sellers@jtsi.wa.gov.au

with a copy to: WADomesticGasPolicy@jtsi.wa.gov.au

(c) WB

[Contact details redacted]

or such other address as may be notified by WB to the Minister, or the Minister to WB from time to time.

10. WAIVER

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Agreement by the State or the Minister does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude:
 - (a) any other or further exercise of that right, power or privilege; or
 - (b) the exercise of any other right, power or privilege.

11. FORCE MAJEURE

This Agreement shall be deemed to be made subject to any delays in the performance of the obligations under this Agreement and to the temporary suspension of continuing obligations under this Agreement that may be caused by or arise from circumstances beyond the power and control of the Party responsible for the performance of those obligations including (without limiting the generality of the foregoing) delays or any such temporary suspension as aforesaid caused by or arising from act of God, force majeure, earthquakes, floods, storms, tempest, washaways, fire (unless caused by the actual fault or privity of the Party responsible for such performance), act of war, act of public enemies, riots, civil commotions, strikes, lockouts, stoppages, restraint of labour or other similar acts (whether partial or general), acts or omissions of the Commonwealth, shortages of labour or essential materials, reasonable failure to secure contractors, delays of contractors, factors due to overall world economic conditions or factors due to action taken by or on behalf of any government or governmental authority (other than the State or any agency, instrumentality or other authority of the State) or factors that could not reasonably have been foreseen PROVIDED ALWAYS that the Party whose performance of obligations is affected by any of the said causes must promptly give notice to the other Party or Parties of the event or events and shall use its best endeavours to minimise the effects of such causes as soon as possible after the occurrence.

12. ARBITRATION

- (1) Except where otherwise specifically provided in this Agreement, any dispute or difference between WB on the one hand, and the State and/or the Minister on the other hand, arising out of or in connection with this Agreement, or as to the rights, duties or liabilities of any of the Parties under this Agreement or as to any matter to be agreed upon between the Parties under this Agreement shall, in default of agreement between the Parties, be referred to and settled by arbitration under the provisions of the *Commercial Arbitration Act 2012* (WA). Each Party may be represented before the arbitrator by a duly qualified legal practitioner or other representative. However, this clause shall not apply to any case where the State or the Minister is by this Agreement or the State Agreement either expressly or impliedly given a discretionary power (in which case, for the avoidance of doubt, the Parties may exercise their rights at law (if any), subject to clause 19(2)).
- (2) The arbitrators of any submission to arbitration under this clause are hereby empowered upon the application of any of the Parties to grant in the name of the State or the Minister or both as the matter requires any interim extension of any period (other than the Term) or to vary or further vary any date referred to in this Agreement (other than any date of commencement or expiration of the Term) which having regard to the circumstances may reasonably be required in order to preserve the rights of that Party or of the Parties under this Agreement. An award may in the name of the State or of the Minister or both grant any such further extension or variation for that purpose.

13. SEVERABILITY

If a Court decides that any part of this Agreement is void, voidable, illegal or unenforceable or this Agreement would be void, voidable or unenforceable unless a part is severed from this Agreement, then that part is severed from this Agreement and does not affect the continued operation of the rest of this Agreement unless it then ceases to represent the domestic gas commitment required by clause 9(2)(d)(i) of the State Agreement.

14. CONFIDENTIALITY

(1) WB acknowledges and agrees that:

- (a) the State may disclose this Agreement and any information it receives in connection with this Agreement:
 - (i) to any Minister;
 - (ii) to the extent necessary to satisfy any disclosure requirement of the Auditor-General for the State of Western Australia or the requirements of Parliamentary accountability or any other reporting or recognised public requirements of the State; and
 - (iii) for the purpose of performing the State's obligations under this Agreement;
- (b) the Minister may disclose this Agreement and any information the Minister receives in connection with this Agreement to fulfil his or her duties of office, including responding to parliamentary questions, parliamentary inquiries, ministerial inquiries and inquiries conducted by or on behalf of the Auditor-General of Western Australia; and
- (c) the State may publish on any Western Australian government internet website or other media:
 - (i) this Agreement, except for any annexure to this Agreement;
 - (ii) an outline of information provided under clauses 5 and 6 in relation to any Infrastructure and the quantity of Fields Area Domgas supplied;
 - (iii) a summary of information provided under clause 6 in relation to WB's compliance with its marketing obligations in clauses 6(2)(a), (b) and (c);
 - (iv) each Production Capacity Approved Quantity approved pursuant to clause 5 and the tonnes of liquefied natural gas from natural gas recovered from a well or wells in the Fields Area supplied (if any) against the approved Production Capacity Approved Quantities;
 - (v) an outline of any domgas offset commitment approved pursuant to clause 7(5) if accepted by the offset parties under clause 7(6);
 - (vi) where the State considers it reasonable and appropriate to publicly provide such information, details of how any default or dispute in connection with this Agreement has been remedied or resolved or a cure plan has been implemented;
 - (vii) information provided by WB pursuant to clauses 5 and 6 in relation to Fields Area Domgas supplied and available for sale (if any) that is published as part of a Western Australian government initiative, developed in consultation with the domestic gas producer industry, for ensuring a more informed domestic gas market; and

(viii) any other information agreed by the Parties,

provided that prior to publishing such information the State gives notice to WB with full particulars of the information the State proposes to publish and WB will be deemed to have no comments if it fails to provide comments to the State within 10 Business Days of receipt of such notice.

- (2) Notwithstanding anything in this clause 14, the State may not disclose, announce or publish any information provided by WB under this Agreement which:
- (a) identifies any customer of WB or the price or terms of any contract with a customer;
 - (b) includes any information arising from a report submitted under clause 6(2)(h)(iii) or clause 6(2)(h)(v) in relation to maintenance strategies;
 - (c) is proposed to be disclosed pursuant to clause 14(1)(c)(iii) or clause 14(1)(c)(vii), if within 10 Business Days of receipt of the notice referred to in clause 14(1), WB notifies the State in writing that the proposed disclosure would be misleading or incorrect, or reasonably demonstrates to the State that disclosure of the information is likely to cause material commercial harm to WB, to the extent that the information is likely to have such effect, and providing reasonable particulars of why the proposed disclosure would be misleading or incorrect or cause material commercial harm; or
 - (d) is disclosed to the State pursuant to clause 5(1).

15. CONTINUATION IN FORCE

- (1) The expiration or earlier determination of the Term shall not affect the continuance in force of any provision of this Agreement which expressly is stated to continue in force on or after such expiration or determination.
- (2) Notwithstanding any other provision of this Agreement, clauses 6(2)(g) and 14 survive the expiration or earlier termination of the Term.

16. TERM

- (1) Subject to clauses 3, 15, 16(2) and 16(3), this Agreement shall end on the expiration of the First Term.
- (2) The Parties acknowledge that if WB is unable to process the Production Capacity Approved Quantity of liquefied natural gas approved pursuant to clause 5 through the onshore facility during the First Term and is entitled to process Make Good and Final Cargo Quantities through the onshore facility as part of its arrangements with the NWS Joint Venturers, WB may request the Minister to extend the Term by a period of up to 48 months (**Second Term**) to process the Make Good and Final Cargo Quantities, and upon receipt of such request the Minister shall approve the request and such approval shall take effect on the date of receipt by the Minister of a corresponding Make Good and Final Cargo Extension Notification.
- (3) If there is a quantity of natural gas which remains reserved in accordance with clause 6(2)(g) at the expiry of the Second Term or, where there is no Second Term, the First Term, the Term will be extended for such period (**Extended Term**) as determined by the Minister in his discretion following consultation with WB, upon the Minister providing written notice of such extension to WB provided always that WB must not process liquefied natural gas through the onshore facility during the Extended Term.

17. ACCRUED RIGHTS

The expiration of the Term shall not affect rights and obligations which have arisen or accrued prior to expiration or earlier determination of the Term, including the rights or remedies of the State or the Minister in relation to a breach of this Agreement by WB.

18. VARIATION

This Agreement may only be varied by an agreement in writing between the Parties.

19. APPLICABLE LAW AND SUBMISSION TO JURISDICTION

- (1) This Agreement shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.
- (2) Except for matters to be referred to arbitration pursuant to this Agreement, the Parties submit to the non-exclusive jurisdiction of the Courts of Western Australia and courts competent to hear appeals therefrom.

20. NO FETTER

For the avoidance of doubt, nothing contained in or implied by this Agreement or any document contemplated by this Agreement has the effect of constraining the State or the Minister or placing any fetter on the State or the Minister's rights, remedies and powers under the State Agreement.

SCHEDULE

Petroleum Titles comprising the Fields Area as at the Date of this Agreement (Clause 1 definition of "Fields Area")

Petroleum Production Licences: WA-34-L

EXECUTED as a deed.

SIGNED by **THE HONOURABLE**)
MARK McGOWAN)
in the presence of:) [Signature]

[Signature]

Signature of witness

Christopher John Clark

Name of witness

SIGNED by **THE HONOURABLE**)
MARK McGOWAN in his capacity as)
the Minister for State Development for)
the State of Western Australia, in the) [Signature]
presence of:)
.....

[Signature]

Signature of **THE HONOURABLE**
MARK McGOWAN

.....
Signature of witness

Christopher John Clark

.....
Name of witness (block letters)

EXECUTED by **WOODSIDE BURRUP PTY**)
LTD ABN 20 120 237 416 in accordance with)
section 127(1) of the *Corporations Act 2001*)
(Cth) by authority of its directors:)

[Signature]

[Signature]

.....
Signature of director

.....
Signature of ~~director~~/company secretary*

Daniel Stuart Kalms

Warren Martin Baillie

.....
Full name of director (block letters)

.....
Full name of ~~director~~/company secretary*
(block letters)

*delete whichever is not applicable

ANNEXURE 1

Notified Infrastructure

The content of this annexure is confidential pursuant to clause 14(1)(c)(i) of this Agreement.

ANNEXURE 2*

Fields Area Domgas Planned Supply Profile

The content of this annexure is confidential pursuant to clause 14(1)(c)(i) of this Agreement.